

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



**Tuesday, May 26, 2009**

**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**

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



## Meeting of the Board of Trustees

May 26, 2009

### **CALL TO ORDER: 5:00 P.M.**

#### **1.0 PROCEDURAL MATTERS**

1.1 Call To Order

1.2 Public Comments

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

### **RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:**

- A. Public Employee Appointment, Employment, Evaluation of Performance, Discipline, Dismissal, Release (GC Section 54957)
  - 1. Public Employee Discipline/Dismissal/Release (1)
  
- B. Conference with Labor Negotiators (GC Section 54957.6)
  - 1. SOCCCD Faculty Association
    - a. Agency Designated Negotiator: Dr. Raghu Mathur
    - b. Leave Requests
  
  - 2. California School Employees Association (CSEA), Chapter 586 (GC Section 54957.6):
    - a. Agency Designated Negotiator: Dr. Raghu Mathur
    - b. Leave Requests (1)
  
- C. Conference with Real Property Negotiators (GC Section 54956.8)
  - 1. Lease of Property by District: Advanced Technology and Education Park (ATEP); Agency Designated Representative – Dr. Raghu Mathur; Negotiating parties: Hudson Capital, LLC; Under negotiation: Price and terms of payment.
  - 2. Lease of Property by District: Advanced Technology and Education Park (ATEP); Agency Designated Representative – Dr. Raghu Mathur; Negotiating parties: Brandman University; Under negotiation: Price and terms of payment.
  - 3. Lease of Property by District: Portion of Saddleback College site; Agency Designated Representative – Dr. Raghu Mathur; Negotiating parties: MG Properties; Under negotiation: Price and terms of payment.

- D. Conference with Legal Counsel (GC Section 54956.9)
  - 1. Existing Litigation (GC Section 54956.9[b]) (1 case)
    - a. Hammel v. SOCCCD
  - 2. Initiation of Litigation (GC Section 54956.9[c])
  - 3. Anticipated Litigation/Significant Exposure to Litigation (GC Section 54956.9[b][1] and [b][3][A]) (5 cases)
  - 4. Anticipated Litigation/Significant Exposure to Litigation (GC Section 54956.9[b][1] and [b][3][C])
    - a. Claim of Veronica Saldana against the District
    - b. Claim of Richard Wordes against the District

**RECONVENE OPEN SESSION: 6:00 P.M.**

**2.0 PROCEDURAL MATTERS**

**2.1 Actions Taken in Closed Session**

**2.2 Invocation**

Led by Trustee Bill Jay

**2.3 Pledge of Allegiance**

Led by Trustee Dave Lang

**2.4 Resolutions / Presentations / Introductions**

Swearing In: Student Trustee Bi'Anca Bailey

Resolution: Larry Perez, Orange County Community College Professor of the Year

Resolution: Mark Kruhmin, Outstanding Classified Employee of the Year Saddleback College

Resolution: Garilynn "Gee" Dickson, Outstanding Classified Employee of the Year, Irvine Valley College

Resolution: Jay Sierzhula, Outstanding Classified Employee of the Year District Services

**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 two minutes each.***

**3.0 REPORTS**

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

- A. Board Reports
- B. Chancellor's Report
- C. Board Requests for Report(s)
  - Request for a report on May 11, 2009 registration problem and comprehensive report on protocols at both colleges for handling high school aged student enrollments.
  - Request for an annual update from District IT on accomplishments, changes and future projects in technology districtwide.

#### **4.0 DISCUSSION ITEMS**

- 4.1 **SOCCCD: Federal Economic Stimulus Funding**  
Information on the American Recovery and Reinvestment Act of 2009 presented by Dr. Lyn Greene, consultant, engaged by the district to research opportunities for stimulus and grant funds.

#### **5.0 CONSENT CALENDAR ITEMS**

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

- 5.1 **SOCCCD: Board of Trustees Meeting Minutes**  
Approve minutes of a regular meeting held on April 27, 2009.
- 5.2 **Irvine Valley College: Forensics Team Activities 2009-10**  
Approve the participation of the Forensics team and their coaches in the 2009-10 speech tournament schedule for a total estimated maximum budget not to exceed \$53,100.00.
- 5.3 **Irvine Valley College: Curriculum Revisions for the 2009-10 Academic Year**  
Approve the proposed changes in curriculum for the 2009-10 academic year as recommended by the Curriculum Committee and the Academic Senate.
- 5.4 **Irvine Valley College: Change Order Requests: B200 Science Lab Annex and B239 Conversion**  
Approve change order requests increasing the contract amount with PCN3, Inc. in the amount of \$7,535.02. The revised total contract amount is \$3,661,698.35.



- 5.5 **Saddleback College: Consultant Agreement to Provide Construction Management Services for Various Projects**  
The Consultant Agreement for Construction Management Services with Michael E. Wilson of West Covina, California, at \$52.00 per hour, plus reimbursable expenses, not to exceed \$120,000.
- 5.6 **Saddleback College: Community Education, Summer 2009**  
Approve the Saddleback College Community Education courses, presenters, and compensation for the Summer Semester 2009.
- 5.7 **Saddleback College: Portable Village Addition and Construction Management Services Agreement with gkkworks**  
Approve agreement with gkkworks in the amount of \$160,470.
- 5.8 **SOCCCD and Saddleback College: Speakers**  
Approve honoraria for speakers at SOCCCD and Saddleback College.
- 5.9 **SOCCCD: Renewal of Systems Maintenance Agreement for District-Wide Network Infrastructure**  
Approve the renewal of a maintenance agreement for the district-wide telecommunications system with Metronome, Inc. of Irvine, for the 2009-10 academic year at a cost of \$182,725.65.
- 5.10 **SOCCCD: Trustees' Requests for Attending Conferences**  
Approve Trustees' requests for attending conferences
- 5.11 **SOCCCD: Destruction of Class 3 Disposable Records**  
Approve destruction of documents.
- 5.12 **SOCCCD: Purchase Order/Confirming Requisitions**  
Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P09-04430 through P09-04912 amounting to \$2,684,741.54 and P10-00030 through P10-00053 amounting to \$173,756.53. Approve confirming requisitions dated April 8, 2009 through May 5, 2009 totaling \$88,647.10.
- 5.13 **SOCCCD: Payment of Bills**  
Approve checks no. 080487 through 081489, processed through the Orange County Department of Education, totaling \$6,336,582.70; and checks no. 009508 through 009520, processed through Saddleback College Community Education, totaling \$12,394.39; and checks no. 008561 through 008575, processed through Irvine Valley College Community Education, totaling \$36,690.74.
- 5.14 **SOCCCD: Budget Amendment: Adopt Resolution No. 09-10: Amend 2008-2009 Restricted General Fund**  
Adopt resolution to amend the 2008-2009 adopted budget.

- 5.15 **SOCCCD: Transfer of Budget Appropriations**  
Ratify as detailed in the report.
- 5.16 **SOCCCD: Gifts to the District and Foundations**  
Approve gifts as presented.
- 5.17 **SOCCCD: April/May 2009 Contracts**  
Ratify contracts as listed.

## **6.0 GENERAL ACTION ITEMS**

- 6.1 **ATEP: Agreement with Hudson Capital for Development Services**  
Approve agreement with HCTD,LLC, a wholly owned subsidiary of Hudson Capital, LLC.
- 6.2 **SOCCCD: CSEA – Classified Employee Master Agreement**  
Approve the CSEA Agreement for the term July 1, 2008 through June 30, 2011.
- 6.3 **SOCCCD: Faculty Association – Academic Employee Master Agreement**  
Approve the SOCCCDFA Agreement for the term July 1, 2007 through June 30, 2010.
- 6.4 **Saddleback College, IVC, and ATEP: Mission Statements**  
Approve changes to the IVC mission statement; no changes recommended for the Saddleback College and ATEP mission statements.
- 6.5 **SOCCCD: District Mission and Vision Statements and District-Wide Goals for 2009-2010**  
Accept for Review and study the District Mission and Vision Statements and District-Wide Goals for 2009-2010.
- 6.6 **Irvine Valley College: Grant Acceptance, Teacher Preparation Pipeline**  
Accept the award of \$225,000.00 from the California Community College Chancellor's Office for the Teacher Preparation Pipeline grant RFA No. 09-0090 for the period July 1, 2009 through June 30, 2010. The indirect costs of \$8,654.00 are included in the total award.
- 6.7 **Irvine Valley College: Honorary Associate Degree Award**  
Approve the awarding of Honorary Associate Degrees to Huell Howser, John Scudder, and Jacquie Warren.
- 6.8 **Saddleback College: Award of Bid: Portable Village Addition**  
Approve award of bid to MJ Contractors in the amount of \$1,050,000 and approve agreement.

- 6.9 **SOCCCD: 2008-09 Contract with Neudesic LLC for Phase 4 of the District Student Information System (SIS) Development**  
 Approve contract with Neudesic LLC for Phase 4 of the District Student Information System project, including specified component projects and rate schedule, and authorize the expenditure of \$739,602 of previously allocated basic aid revenue for Phase 4 of the project.
- 6.10 **SOCCCD: MAP Software Partnership**  
 Authorize administration to explore a software product partnership with Neudesic LLC or other interested software companies.
- 6.11 **SOCCCD: Board Policy Revision: BP-3205: Insurance, BP-4220: Substitute Classified Employees, BP-5600: Associate Degree Requirements, BP-5609: Matriculation, BP-4016: Drug-Free Environment and Drug Prevention Program, BP-4073: Faculty Reassigned Time and Stipends, BP-3520: Refreshment and Meals at District Functions, BP-3006: Sustainability, BP-5622: Certified Professional Secretary Examination, BP-5624: California State Board of Cosmetology License**  
 Submitted for Discussion/Approval.
- 6.12 **SOCCCD: Board Policy Revision: BP-3340: Cellular Telephone/ Personal Digital Assistant Usage**  
 Accept for Review and Study.
- 6.13 **Irvine Valley College: 2009-10 Faculty Hiring**  
 Approve the hiring of a replacement for the DSPS vacant Counselor position.
- 6.14 **SOCCCD: Classified Employee Lay-Off**  
 Approve elimination of a categorically funded position due to the termination of funding.
- 6.15 **SOCCCD: Academic Personnel Actions – Regular Items**  
 Approve New Personnel Appointments, Authorization to Establish and Announce Academic Administrative Position, Additional Compensation: General Fund, Categorical/Non-General Fund, Resignation/Retirement/Conclusion of Employment.
- 6.16 **SOCCCD: Classified Personnel Actions – Regular Items**  
 Approve New Personnel Appointments, Authorization to Establish and Announce a Classified Position, Reorganization, Change of Status, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Authorization to Revise the Salary Schedule for the Non-Bargaining Unit, Temporary, Short Term Hourly Employees, Volunteers.

## **7.0 REPORTS**

- 7.1 **Saddleback College and IVC: Annual Accreditation Reports**  
Saddleback College and IVC annual accreditation reports submitted to the Accrediting Commission for Community and Junior Colleges.
- 7.2 **SOCCCD: Basic Aid Report**  
Projected receipts and approved projects.
- 7.3 **SOCCCD: Facilities Plan Status Report**  
Status of current construction projects.
- 7.4 **SOCCCD: List of Board Requested Reports**  
Reports requested by Trustees.
- 7.5 **SOCCCD: Monthly Financial Status Report**  
Report displays the adopted budget, revised budget and transactions through April 30, 2009.
- 7.6 **SOCCCD: Quarterly Investment Report**  
Report is for the quarter ending March 31, 2009.

## **8.0 WRITTEN REPORTS**

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

- A. President, Saddleback College
- B. President, Irvine Valley College
- C. Provost, ATEP
- D. Associated Student Governments of SC
- E. Associated Students of IVC
- F. Saddleback College Academic Senate
- G. Irvine Valley College Academic Senate
- H. Faculty Association
- I. California School Employees Association
- J. Saddleback College Classified Senate
- K. Irvine Valley College Classified Senate
- L. District Services Classified Senate
- M. Police Officers' Association

## **9.0 ADDITIONAL ITEMS**

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

# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

MAY 26, 2009

## PROFESSOR LAWRENCE PEREZ

ORANGE COUNTY COMMUNITY COLLEGE PROFESSOR OF THE YEAR

Whereas, Lawrence Perez, a professor of mathematics at Saddleback College who has innovatively provided his students with an individualized learning experience, was named Orange County's Community College Professor of the Year by the Orange County Department of Education; and

Whereas, Lawrence Perez has served Saddleback College with great distinction to teaching excellence since 1999; and

Whereas, Lawrence Perez is known for creating a welcoming learning environment that dismantles barriers that may exist in the student-teacher relationship; and

Whereas, Lawrence Perez chose to extend his teaching philosophy beyond the walls of the classroom and create Algebra2Go, an online tool that features instructional and humorous videos starring Mr. Perez as both professor and student, which allows his students to review classroom material at their own pace and provides an anxiety-free way of mastering previously learned math skills or tackling a new equation; and

Whereas, Lawrence Perez's students praise his unique ability to transform a feared subject into a fun and enjoyable learning experience through his unfailing approachability, unflagging enthusiasm for his subject, and unending commitment to using techniques that complement and improve classroom instruction; therefore,

Be it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate Lawrence Perez for his outstanding dedication to his students and well-deserved recognition by the Orange County Department of Education as the Community College Professor of the Year.

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Donald P. Wagner, President

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John S. Williams, Vice President

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Thomas A. Fuentes, Clerk

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William O. Jay, Member

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David B. Lang, Member

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Marcia Milchiker, Member

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Nancy M. Padberg, Member

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Bi'Anca Bailey, Student Member

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Raghu P. Mathur, Ed.D., Chancellor



# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

MAY 26, 2009

**MARK KRUHMIN**

SADDLEBACK COLLEGE

OUTSTANDING CLASSIFIED EMPLOYEE OF THE YEAR 2008-2009

*W*hereas, Mark Kruhmin, a television production specialist and an employee of Saddleback College since 1989, is known for his strong work ethic, commitment to his department and the college, and unmatched sense of humor; and

*W*hereas, Mark Kruhmin is a constant advocate for Saddleback College's communication arts department and takes a leading role in setting the program's priorities and planning its development; and

*W*hereas, Mark Kruhmin produces quality programming for Channel 39 and creates video productions to promote college programs and activities, including charitable documentaries and the 40th anniversary video, which consistently receive rave reviews; and

*W*hereas, Mark Kruhmin is devoted to helping students reach their goals and has acted in student productions when needed in a pinch, leading to his legendary performance as Dr. Fernando in the student production of "Volume II"; therefore,

*B*e it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend Mark Kruhmin for his twenty years of outstanding service and unique dedication to Saddleback College and bestow upon him the Saddleback College Classified Employee Outstanding Service Award for 2008-2009.

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Donald P. Wagner, President

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John S. Williams, Vice President

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Thomas A. Fuentes, Clerk

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William O. Jay, Member

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David B. Lang, Member

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Marcia Milchiker, Member

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Nancy M. Padberg, Member

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Bi'Anca Bailey, Student Member

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Raghu P. Mathur, Ed.D., Chancellor



# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

MAY 26, 2009

## GARILYNN "GEE" DICKSON

IRVINE VALLEY COLLEGE

OUTSTANDING CLASSIFIED EMPLOYEE OF THE YEAR 2008-2009

*W*hereas, Garilynn "Gee" Dickson is a Senior Administrative Assistant for the Public Information and Marketing Office and has been a valued friend and colleague at Irvine Valley College since 1997; and

*W*hereas, Garilynn "Gee" Dickson is known for her strong sense of community in her working environment, functioning as a valued team member on regular day-to-day business as well as regularly demonstrating philanthropic and compassionate behavior to her fellow co-workers for their birthdays, weddings, and other occasions that she is never too busy to remember; and

*W*hereas, Garilynn "Gee" Dickson actively participates and/or volunteers her efforts to support the college at such functions as Senior Day, the Scholarship Breakfast, Commencement, Astounding Inventions, and Staff Development events, to name just a few; and

*W*hereas, Garilynn "Gee" Dickson participates with her colleagues, as Classified Senate President and C.S.E.A. First Vice President, in several college and district meetings in collaboration with administration, faculty, and staff; and

*W*hereas, Garilynn "Gee" Dickson demonstrates a wonderful sense of humor, communication skills, collegiality, problem solving for students and staff, a sincere desire to assist others, and an overall positive attitude which has made measurable differences in the lives of faculty, staff and particularly students; therefore,

*B*e it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate Garilynn "Gee" Dickson for twelve years of outstanding service and bestow upon her the Irvine Valley College Classified Employee Outstanding Service Award for 2008-2009.

Donald P. Wagner, President

John S. Williams, Vice President

Thomas A. Fuentes, Clerk

William O. Jay, Member

David B. Lang, Member

Marcia Milchiker, Member

Nancy M. Padberg, Member

Bi'Anca Bailey, Student Member

Raghu P. Mathur, Ed.D., Chancellor



# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

MAY 26, 2009

JAY SIERZHULA

DISTRICT SERVICES

OUTSTANDING CLASSIFIED EMPLOYEE OF THE YEAR 2008-2009

Whereas, Jay Sierzhula, a Database Administrator and team member in the District Information Technology Department since 1996, is known for his enthusiasm, work ethic and true caring that students and staff are receiving quality service; and

Whereas, Jay Sierzhula is a lead staff member in the multi-year project to replace the Student Information System and one of the lead developers of the award-winning MySite and SmartSchedule projects; and

Whereas, Jay Sierzhula is well respected for his knowledge and expertise and keeps his skills up to date by taking courses on his own time, which contributed to his recent promotion to Database Administrator after many years as a Programmer Analyst; and

Whereas, when MySite performance challenges were encountered in January 2009, Jay Sierzhula would not give up, slept only three to four hours each night for three days, and worked tirelessly in his efforts to get the problem solved; and

Whereas, MySite has become integral in the day to day operation of the colleges and ATEP and any downtime is disruptive, Jay Sierzhula is the person most responsible for the smooth functioning of the system due to his willingness to work odd hours, professionalism and dedication to students and staff; therefore,

Be it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend Jay Sierzhula for his thirteen years of outstanding service and unique dedication to District Services and bestow upon him the District Services Classified Employee Outstanding Service Award for 2008-2009.

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Donald P. Wagner, President

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John S. Williams, Vice President

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Thomas A. Fuentes, Clerk

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William O. Jay, Member

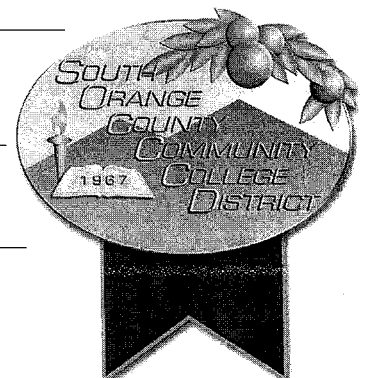
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David B. Lang, Member

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Marcia Milchiker, Member

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Nancy M. Padberg, Member

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Bi'Anca Bailey, Student Member

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Raghu P. Mathur, Ed.D., Chancellor







## **BOARD OF TRUSTEES REQUEST FOR REPORT**

Trustee requests for staff reports should be submitted on the Request for Report form, at least one week in advance of the Board meeting. This provides the Chancellor an opportunity to evaluate the request and assess staff preparation time. In consultation with the Board President, the Chancellor will respond to requests under the "Requests for Reports" section of the Board meeting agenda.

Date May 12, 2009

Trustee Name Donald P. Wagner

### **Specific Request for Report:**

I would like a specific report on the May 11 registration problem involving high school students, and, in particular, how neither the IVC VP of Student Services nor anyone under her in the student services area could possibly have noticed this problem before it hit us. Additionally, I would like a comprehensive report on the protocols at both colleges for handling high school-aged student enrollments, the law of such enrollments, and the training/supervision given to district employees who interact with HS students and their parents throughout the enrollment process. The report should also propose solutions to any problems or inadequacies it identifies.

**Reason for Request** (Please be as detailed as possible and include what Board action may be taken as a result of the report. This will enable a more accurate estimation of the preparation time and that the response is appropriate):

I have personally experienced problems all four times I have attempted to enroll my own high school aged children, and have had at least one constituent complain about the process. Five problems in the only five cases I know about specifically strikes me as more than a coincidence. It is evidence of a problem. It does not appear to me that the care and attention to student services that I expect our colleges to offer is available to high school aged students and their parents. I do not know if this involves a conscious choice in the student services area, an unwillingness to treat high school students equally to college-aged students, a deliberate prioritizing of other services over our HS students, or arises for some other reason. I would like to understand the problem better and make it clear to our student services VPs and their offices that they will not be permitted to provide second rate service to our HS students and their parents. Possible board action could include the drafting of board policies to address findings or consideration of any appropriate disciplinary action.

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**FOR INTERNAL STAFF PURPOSES**

Staff needed for report preparation:

Estimated time to prepare report:

Chancellor's comments:



## **BOARD OF TRUSTEES REQUEST FOR REPORT**

Trustee requests for staff reports should be submitted on the Request for Report form, at least one week in advance of the Board meeting. This provides the Chancellor an opportunity to evaluate the request and assess staff preparation time. In consultation with the Board President, the Chancellor will respond to requests under the "Requests for Reports" section of the Board meeting agenda.

Date            May 18, 2009

Trustee Name    Trustee John Williams

### **Specific Request for Report:**

*We need an annual update from District IT and the colleges' IT staff on accomplishments, changes and what we can expect in the near future in IT, especially in the area of student services online.*

**Reason for Request** (Please be as detailed as possible and include what Board action may be taken as a result of the report. This will enable a more accurate estimation of the preparation time and that the response is appropriate):

*To keep the Board apprised of recent developments and strategic planning in the IT area.*

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### **FOR INTERNAL STAFF PURPOSES**

Staff needed for report preparation:

Estimated time to prepare report:

Chancellor's comments:

**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** SOCCCD: Federal Economic Stimulus Funding  
**ACTION:** Discussion

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### **BACKGROUND**

The American Recovery and Reinvestment Act (ARRA) of 2009 was signed on February 17, 2009. There have been questions as to how this funding source may help the South Orange County Community College District.

### **STATUS**

ARRA funding is temporary and generally available for two years. California will receive approximately \$31 billion, \$4.9 billion of which is earmarked for K-12 and higher education. Unfortunately, the Governor of California has determined that none of this money will go to community colleges.

Workforce Investment Act funds for youth, adults, and dislocated workers will be distributed by local Workforce Investment Boards (WIB). Chancellor Mathur is a member of the Orange County WIB and is keeping the district informed on local opportunities.

Dr. Lyn Greene, a consultant engaged by the district to research opportunities for stimulus and grant funds, will make a presentation on ARRA, followed by a discussion.

For the board's information, Exhibit A is a letter from the State Chancellor, Dr. Jack Scott, and Exhibit B is information from the Orange County WIB.

Gary Poertner

**From:** Chief Executive Officers [CEO-ALL@LISTSERV.CCCCO.EDU] on behalf of James, Faye [james@CCCO.EDU]  
**Sent:** Wednesday, March 18, 2009 3:52 PM  
**To:** ceo-all  
**Subject:** Memo from Chancellor Jack Scott RE: Federal Economic Stimulus funding  
**Importance:** High



CALIFORNIA COMMUNITY COLLEGES  
 SYSTEM OFFICE

JACK SCOTT  
 Chancellor

1102 Q Street | Sacramento, Calif  
 t. 916.322.4005

**To:** Chief Executive Officers  
 Board of Trustees  
 Chief Business Officers

**From:** Jack Scott, Chancellor

**Subject:** Federal Economic Stimulus funding

**Date:** March 18, 2009

I apologize for the length of this memo, but I believe its importance and complexity justifies its length.

This memo provides information about the recently enacted federal economic stimulus package, known as the American Recovery and Reinvestment Act (ARRA), and potential opportunities for the California Community Colleges. As you are probably aware, there are several pots of stimulus funding available for community colleges to pursue, either at the systemwide level or at the local district or college levels. You should note that all federal stimulus funding is temporary and generally available for the next two years.

Overall, California is estimated to receive \$31 billion in state aid during the current and next two fiscal years. Of this amount, K-12 and higher education are expected to receive \$7.9 billion in a variety of areas, such as grants, subsidized bonds, tax credits, and subsidies to individuals, colleges, and local educational agencies. In addition, the state is expected to receive \$6 billion to fund various labor and workforce development activities, of which the community colleges are in a strong position to secure a portion of these funds.

The Chancellor's Office has been working to identify funding opportunities in the federal package that are available to benefit the community colleges. We are engaged in ongoing conversations with key participants including the Governor's Office, the Legislature, the Legislative Analysts' Office, the Department of Finance, the Department of Education, and federal representatives. The timeframe for state leaders to make allocation decisions for most of the funding opportunities included in the stimulus package will be the next few months. Legislative leaders have scheduled overview hearings on the federal stimulus package and plan to have the related funding options discussed during the spring budget process. Some funding opportunities may proceed on a faster time frame; we will make every effort to alert you to any changes in the timing of funding allocations. The following bullets summarize the various federal

stimulus program funds most likely to yield financial opportunities to the California Community Colleges. In the coming days and weeks, we will continue to investigate details related to these and other funding streams included in the federal stimulus package. The Chancellor's Office will provide new information as it becomes available.

1. **State Fiscal Stabilization Fund (\$6 billion).** The federal stimulus package provides California with this funding allocation based on the state's school age and total population. These funds are divided into two separate pots:
  - **\$4.9 billion for K-12 and higher education.** These funds must first be used to mitigate state funding cuts for K-12 and higher education in fiscal years 2009-10, 2010-11, and 2011-12. Funding in excess of the amount needed to meet this first purpose would be allocated to K-12 schools serving high poverty populations. It is likely that all \$4.9 billion will be used for the purpose of mitigating funding reductions. However, given that funding for the California Community Colleges increased in the 2009-10 state budget, while funding for K-12 schools, UC, and CSU all declined, it is unlikely that the community colleges will receive funding under this section of the federal stimulus package.
  - **\$1.1 billion for "public safety and other governmental services."** The state has considerable flexibility in the use of these funds. Included in the permissible uses of the funds are the construction, modernization, renovation, and repair of education facilities. However, given that the state continues to wrestle with significant funding shortfalls, it is likely that all \$1.1 billion would be used elsewhere to offset other state General Fund costs.
  - As noted above, the likelihood of the community colleges being able to access State Fiscal Stabilization Fund monies appears unlikely at this time. However, the Chancellor's Office will remain engaged in budget deliberations surrounding these funds in the event that an opportunity arises. To this end, we have provided the Governor's Office and legislative leaders with a proposal seeking funding for up to \$678 million in "shovel-ready" renovation and repair projects at colleges around the state. These projects would result in immediate job creation while also extending the life of buildings and improving energy efficiency.
  
2. **Workforce Investment Act (WIA) (\$494 million).** The federal stimulus package provides an additional \$494 million in WIA funds for California. These new funds are intended to serve youth, adults and dislocated workers. The funds are allocated in three main streams:
  - **Eighty-five percent WIA funding Allocation.** Based on a statutory formula, \$427 million, or 85 percent, is allocated to local WIBs to support local job training and workforce development efforts. The local WIBs determine the allocation of the \$427 million based on the approved local workforce plans and agreed upon performance benchmarks. Community college access to these funds is determined by the local WIBs. We understand that the funds may be available to the local WIBs as early as mid-April. Therefore, we strongly suggest that you make contact with your local WIBs as soon as possible to determine the process for distributing these new dollars and to position your college(s) to receive these funds.

The Chancellor's Office is actively engaged in discussions with the WIBs at the state and local level to ensure that the boards regard the community colleges as their preferred training and education partners. The colleges should also be working with their Career Technical Education Regional Consortia. These organizations will play a strong role in ensuring that the community colleges within the CTE regions are connected to the local WIBs. The Chancellor's Office is available to assist in helping facilitate relationships with the Regional Consortia, if needed.
  - **Fifteen percent WIA Funding Allocation.** The remaining \$74 million, or 15 percent, is discretionary funding issued to the Governor for statewide initiatives and competitive grants for employment and training programs. The Governor has already announced the establishment of a Green Jobs Initiative to be funded by a portion of these discretionary WIA funds. The Chancellor's Office is working closely with the Governor's Office on this initiative. The State Department of Labor and Workforce Development will be responsible for issuing these resources on a competitive grant basis to institutions that address the

following criteria: 1) focus on the development of public-private partnerships to help train and educate at-risk youth from 18 to 24 years of age; 2) increase job training opportunities; 3) expand educational attainment; 4) provide valuable work experience or exposure; and 5) incorporate community service.

- Apart from formula funded WIA programs referenced above, state, local WIBs, and other providers and agencies are able to apply directly to the US Department of Labor for competitive grants in the following areas. The guidance for these competitive grants is expected to be released in the next few months:
  - \$750 million nationwide for competitive grants for worker training in high growth and emerging industry sectors. The early guidance from DOL indicates that \$500 million is earmarked for job training in the areas of energy efficiency and renewable industries. Any remaining funds will be prioritized to train workers for careers in allied health care fields. This pot of funding holds significant potential for the state Chancellor's office in collaboration with community colleges to submit competitive grants to the US Department of Labor.
  - \$200 million nationwide for additional assistance for dislocated workers. We are still awaiting guidance on the focus and priorities for issuing these grants.
  - \$50 million nationwide for YouthBuild Activities that target high school drop-outs who re-enroll in an alternative school. We are still awaiting guidance on the focus and priorities for issuing these grants.

The Chancellor's Office will be working closely with the US Labor Secretary Hilda Solis to ensure that colleges receive an appropriate share of the Department's competitive grant funding. The Chancellor's Office will keep you apprised of any new information received about these grants.

3. **Other K-12 Programs.** The federal economic stimulus package also expands funding for 11 targeted K-12 programs. While historically these programs have been geared to K-12 schools, a few of them offer new or expanded opportunities for community colleges to gain additional funding through partnerships with K-12:

- **Enhancing Education Through Technology (\$71 million).** These funds are intended to improve the use of technology in the classroom. This funding will be distributed through a competitive grant process administered by the U.S. Department of Education. These funds are expected to flow through the California Department of Education.
- **Student Longitudinal Data System Grants (\$250 million).** These funds are intended to support the development of statewide student longitudinal data systems that include postsecondary education and workforce information. The funds will be distributed by the Institute for Educational Sciences. The Chancellor's Office is looking into opportunities to increase the system's data collection capacity.
- **Child Care and Development Block Grants (\$220).** These funds are intended to supplement state funding for child care for low-income families. Of this amount, about \$28 million must be used to improve the quality and availability of child care. The ARRA requires that \$10 million of this funding be used to improve the quality of infant and toddler care. Community Colleges have historically played an important role in training childcare providers as a function of increasing quality care. These funds will flow through the California Department of Education.

4. **Other Funding Opportunities.** There are a number of new programs and grant opportunities within ARRA that are still being investigated by the Chancellor's Office. Many of the details of about how these funds will be distributed are not yet available. The following highlights a few areas that we believe are worth exploring on behalf of the California Community Colleges.

- \$200 million for Broadband Grants administered by US Department of Commerce.
- \$2.5 billion for Rural Broadband Grants and Loans administered by the US Department of Agriculture.

- \$5 billion for Low-Income Weatherization Assistance Program administered by the US Department of Energy.

In summary, there are many opportunities available for the California Community Colleges to pursue, especially with regard to new WIA funds at the local level, within the Governor's Administration and through the US Department of Labor. In addition, more opportunities may emerge as the guidance is made available by the various US Departments, such as Education, Energy, Commerce, and Agriculture. My office will keep you apprised of new and relevant information as it becomes available.

We will cooperate with all of you in obtaining as much funds as possible to obtain funding through the federal stimulus package.

\*\*\*\*\*



# American Recovery And Reinvestment Act of 2009 (ARRA)

*Workforce Investment Act Funding*

An Overview for  
Higher Education Partners



OCWIB  
MARCH 19, 2009

1

## THE BUCKET LIST

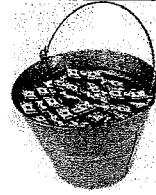
THE BUCKETS ARE FILLED WITH:

- ADULT
- DISLOCATED WORKER
- YOUTH
- DISCRETIONARY GRANTS



2

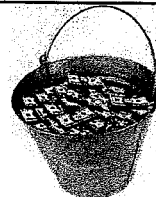
## BUCKET #1 - ONE-STOP SERVICES



- Expanded Hours
- Temporary Satellites
- Expanded Workshops
- Access to Labor Market Information and High Growth Industries and Occupations
- Leveraging Wagner-Peyser (EDD) Resources Including Trade Adjustment Act (TAA) Programs

3

## BUCKET #2 - INCREASED SUPPORTIVE SERVICES

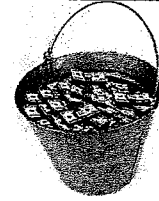


### REVISED SUPPORTIVE SERVICES POLICY:

- **Supportive Services** may include: transportation, childcare, dependent care, housing and other services that are necessary to enable an individual to participate in activities under WIA.
- **Needs-Related Payments** may be provided to adults who are unemployed and do not qualify for, or have ceased to qualify for unemployment compensation for the purpose of enabling an individual to participate in training programs.

4

## BUCKET #3 - YOUTH SERVICES



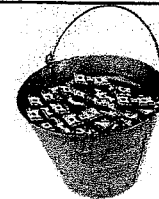
### SUMMER YOUTH EMPLOYMENT PROGRAM

- UP TO 85% OF YOUTH FUNDS FOR 2009
- WORK EXPERIENCE / WORK READINESS
- PUBLIC & NON-PROFIT WORKSITES
- PRIVATE SECTOR INTERNSHIPS

### EXPANDED SERVICES FOR YEAR ROUND PROGRAMS

5

## BUCKET #4 - TRAINING



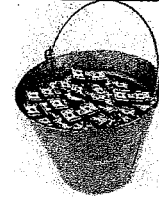
### SHORT TERM & EMPLOYMENT FOCUSED

Individual Training Accounts  
Customized Training  
On-the-job Training

*\*A contract may be awarded to an institution of higher education if it is determined that it would facilitate the training of multiple individuals in high-demand occupations. It is intended to quickly design training to fit the needs of the job seekers and employers.*

6

## **BUCKET #5 - INNOVATIONS**



\$750,000,000 IN DISCRETIONARY FUNDS AVAILABLE... for worker training and placement in high growth and emerging industry sectors. Of the total, \$500,000,000 is to be used for research, labor exchange, and job training projects that prepare workers for careers in energy efficiency and renewable industry industries. In awarding remaining funds, priority shall be given to projects that prepare workers for careers in the health care sector.

- Opportunity to leverage WIA funds and ARRA funds with Higher Education Resources
- Opportunity to fund “shovel ready” training
- Higher Education programs that are short-term and employment focused.

7

## **DEPARTMENT OF LABOR** ***Re: TRAINING***

ETA encourages states to consider using the six methods of providing training listed below in utilizing the WIA Adult and Dislocated Worker funds provided in the Recovery Act:

- 1) Individual Training Accounts;
- 2) Customized training;
- 3) On-the-job training;
- 4) Contracts with institutions of higher education and other eligible training providers;
- 5) Contracts with community-based organizations for the provision of training; and
- 6) Registered apprenticeship.

8

## Individual Training Accounts

Allow job seekers maximum flexibility in selecting training providers to meet their training and education needs.

9

## Customized Training

Designed to meet the special requirements of an employer or group of employers and is conducted with a commitment by the employer to employ an individual on successful completion of the training. The employer pays for not less than 50 percent of the cost of the training. Customized training is a valuable tool to create specific training for an employer or group of employers with jobs available that require similar skill needs that results in positive employment outcomes for individuals upon completion of training.

10

## **On-the-Job Training (OJT)**

Provides job seekers with work experience and skills training needed to successfully obtain and retain employment. Under OJT, the employer is provided up to 50 percent of the costs of training calculated and paid on a wage reimbursement basis. National outcome data shows that outcomes for individuals completing OJT are higher than for those using other training methods. Additionally, research on successful adult learning strategies indicates that “earn-while-you-learn” models are critical to the successful training outcomes.

11

## **Contracts with Institutions of Higher Education**

Contracts with institutions of higher education and other training providers allow LWIBs to work directly with institutions of higher education, such as community colleges, and other training providers to quickly design education and training to fit the needs of the job seekers and employers they are serving. Given the budget restrictions many states and regions are facing, these contracts are intended to provide a means of quickly ramping up much-needed training capacity.

12

## **Contracts with Community-Based Organizations**

WIA section 134(d)(4)(G) gives local areas the flexibility to contract directly with community-based organizations to provide training, in lieu of Individual Training Accounts, if the local board determines that there is a training services program of demonstrated effectiveness offered in the local area by a community-based organization to serve special participant populations that face multiple barriers to employment.

13

## **Registered Apprenticeships**

Combines education and work experience resulting in a nationally recognized portable credential and offers adults and dislocated workers a career pathway into specific fields. There are a number of creative ways to utilize WIA funding in support of both pre-apprenticeship and apprenticeship programs.

14

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

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Minutes from :

April 27, 2009 Regular Meeting of the Board of Trustees (Exhibit A)  
are submitted to the Board for review and approval.

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



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

**MINUTES OF THE BOARD OF TRUSTEES' MEETING**  
**April 27, 2009**

**PRESENT**

Members of the Board of Trustees:

Donald P. Wagner, President

John S. Williams, Vice President

Thomas A. Fuentes, Clerk

William O. Jay, Member

David B. Lang, Member

Marcia Milchiker, Member

Nancy M. Padberg, Member

Hannah Lee, Student Member

Administrative Officers:

Raghu P. Mathur, Chancellor

Gary Poertner, Deputy Chancellor

Robert Bramucci, Vice Chancellor, Technology and Learning Services

David Bugay, Vice Chancellor, Human Resources

Tod Burnett, President Saddleback College

Glenn Roquemore, President Irvine Valley College

Randy Peebles, Provost, ATEP

CALL TO ORDER: 5:00 P.M.

**1.0 PROCEDURAL MATTERS**

1.1 Call To Order

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

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

A. Public Employee Appointment, Employment, Evaluation of Performance, Discipline, Dismissal, Release (GC Section 54957)

1. Public Employee Discipline/Dismissal/Release (3 cases)

B. Conference with Labor Negotiators (GC Section 54957.6)

1. SOCCCD Faculty Association

a. Agency Designated Negotiator: Dr. Raghu Mathur

b. Leave Requests (2)

2. California School Employees Association (CSEA), Chapter 586:

a. Agency Designated Negotiator: Dr. Raghu Mathur

b. Leave Requests (2)

C. Conference with Real Property Negotiators (GC Section 54956.8)

1. Lease of Property by District: Advanced Technology and Education Park (ATEP); Agency Designated Representative - Dr. Raghu Mathur; Negotiating parties: Janez Group, Hudson Capital, LLC; Under negotiation: Price and terms of payment.

2. Lease of Property by District: Portion of Irvine Valley College site; Agency Designated Representative - Dr. Raghu Mathur; Negotiating parties: Irvine Unified School District; Under negotiation: Price and terms of payment.

3. Lease of Property by District: Portion of Saddleback College site; Agency Designated Representative - Dr. Raghu Mathur; Negotiating parties: MG Properties; Under negotiation: Price and terms of payment.

D. Conference with Legal Counsel (GC Section 54956.9)

1. Existing Litigation (GC Section 54956.9[b]) (1 case)

a. Hammel v. SOCCCD

2. Initiation of Litigation (GC Section 54956.9[c]) (1 case)

3. Anticipated Litigation/Significant Exposure to Litigation (GC Section 54956.9[b][1] and [b][3][A]) (5 cases)

4. Anticipated Litigation/Significant Exposure to Litigation (GC Section 54956.9[b][1] and [b][3][C]: Claim of Veronica Saldana against the District

RECONVENE OPEN SESSION: 6:10 P.M.

## **2.0 PROCEDURAL MATTERS**

### **2.1 Actions Taken in Closed Session**

On a 7-0 vote the Board approved unpaid leave with benefits from May 1 through May 18, 2009 for a classified employee.

### **2.2 Invocation Led by Trustee John Williams**

### **2.3 Pledge of Allegiance Led by Trustee Tom Fuentes**

### **2.4 Resolutions / Presentations / Introductions**

Resolution: Hannah Lee, Student Trustee

Resolution: Saddleback College 2008-09 Gaucho Men's Basketball Team

Resolution: Classified School Employees Week

Resolution: Saddleback College Scholar David Curry

Presentation: Saddleback College Student Brenda Brook

### **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 two minutes each.

## **3.0 REPORTS**

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

#### **A. Board Reports**

Trustees Jay, Fuentes, Williams, Wagner, Milchiker, Lang and Student Trustee Hanna Lee gave reports.

#### **B. Chancellor's Report**

Dr. Mathur gave a report.

#### **C. Board Requests for Report(s)**

Trustee Williams will be preparing a request for report for the May Board Meeting regarding text books.

## **4.0 DISCUSSION ITEMS**

**4.1 Saddleback College and Irvine Valley College and Advanced Education Technology Park (ATEP): Early College Program/K-12 Outreach** Dr. Tod A. Burnett, President, Leslie Humphrey, Coordinator, Outreach and Recruitment, Saddleback College; and Dr. Glenn R. Roquemore, President Irvine Valley College and Dr. Randy Peebles, Provost, Advanced Technology and Education Park (ATEP), will present

information on early college program/ K-12 outreach at Saddleback College, IVC, and ATEP.

Leslie Humphrey, Coordinator, Outreach and Recruitment, Saddleback College, Dr. Glenn Roquemore, President, Irvine Valley College and Dr. Randy Peebles, Provost, ATEP, provided information on early college program/K-12.

**4.2 SOCCCD: Effect of Enrollment Growth on Basic Aid Funds Report on effect of enrollment growth on basic aid funds.**

Deputy Chancellor Poertner reported on the effect of enrollment growth on basic aid funds. The Board requested that the Presidents and Provost bring a recommendation to the Board on action to be taken.

The Board President called for a fifteen minute recess at 7:45 p.m.

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

On a motion made by Trustee Fuentes and seconded by Trustee Jay the Consent Calendar items were unanimously approved.

**5.1 SOCCCD: Board of Trustees Meeting Minutes Approve minutes of a special meeting held on March 19, 2009 and a regular meeting held on March 24, 2009.**

**5.2 Saddleback College: Grant Acceptance, MLT Program Development** Accept award of \$435,295 from the California Community College Chancellor's Office that will enable development of the Medical Laboratory Technician program at Saddleback College using funding provided through the Governor's 15% Workforce Investment Act Funds for Allied Health Programs.

**5.3 Saddleback College: Remodel Village to Accommodate Library, I.T., and Photography: Amendment No. 1** Approve amendment to contract with R2A Architecture to provide additional architectural services at an additional fee of \$22,860.00. The total revised contract amount is \$302,860.00.

**5.4 Saddleback College: Fine Arts Restroom Expansion Project: Amendment No. 1 to Increase Contract Services with Joyce Inspections Approve Amendment No. 1 with Joyce Inspection in the amount of \$24,000.00.** The total revised contract amount is \$132,928.00.

**5.5 Saddleback College: Fine Arts Restroom Expansion Project: Amendment No. 3 to Increase Contract Services with R2A Architecture Approve Amendment No. 3 to agreement with R2A in the amount of \$25,840.00.** The total revised contract amount is \$218,974.00.

- 5.6 Saddleback College: Donated Equipment Approve the donation.
- 5.7 Irvine Valley College: EXP 289/Biology 109, Out-of-State Travel Approve out of state travel request for up to 24 students and one faculty advisor to travel to Canyonlands, Southeast Utah to study biology of southern Utah from June 3 - 7, 2009.
- 5.8 Irvine Valley College: Revision of Instructional Material Fees for Earth Science and Geology Courses for the 2009-10 Academic Year Approve the 2009-10 revised Instructional Fees for Earth Science and Geology courses.
- 5.9 Irvine Valley College: Change Order Requests: A 300 Theater Secondary Effects Approve change order requests resulting in an increase of \$5,703.75 in the project cost. The revised total contract amount is \$1,095,924.75.
- 5.10 Irvine Valley College: Change Order Requests: B200 Science Lab Annex and B239 Conversion Approve the change order requests resulting in an increase of \$14,859.33 in the project cost. The revised total contract amount is \$3,654,163.33.
- 5.11 Irvine Valley College: A300 Theater Secondary Effects Renovation: Contract Amendment No. 2 for Decreased Fees Approve Amendment No. 2 with Carrier Johnson resulting in a decrease of \$7,403.00 in the project cost. The revised total contract amount is \$189,822.00.
- 5.12 Irvine Valley College: Award of Bid: Library Carpet Approve agreement with Commercial Interior Resources in the amount of \$175,318.00.
- 5.13 SOCCCD: Agreement for Special Services for the ATEP Project: Public Economics, Inc. Approve the agreement with Public Economics, Inc., for the ATEP Project, on a time spent hourly rate and material basis.
- 5.14 SOCCCD: Award of UPS and HVAC Equipment for District IT Service Room Network Upgrade Approve the District's use of CMAS contract #3-94-70-0012 to purchase APC network and HVAC equipment from Dell Marketing L.P. in the amount of \$105,259.72.
- 5.15 SOCCCD: Agreement for Civil Engineering Services for the ATEP Project: Psomas Approve the agreement with Psomas for the ATEP project, on a time spent hourly rate and material basis.
- 5.16 SOCCCD: Transfer Counselor Website/Transfer Leadership Center Grant Approve request to revert fiscal responsibility for the Transfer Counselor Website/Transfer Leadership Center Grant back to the SOCCCD.
- 5.17 Saddleback College and Irvine Valley College: Speakers Approve honoraria for speakers at Saddleback College and IVC.

5.18 SOCCCD: Authorization of Payment to Student Trustee Absent from Board Meeting Authorize payment to Student Trustee unable to attend Special Meeting of the Board on March 19, 2009.

5.19 SOCCCD: Purchase Orders/Confirming Requisitions Approve Purchase orders processed in accordance with the general priorities of the adopted budget and numbered P09-03767 through P09-04429 amounting to \$3,756,789.45 and P10-00001 through P10-00029 amounting to \$60,748.90 are submitted. Confirming requisitions dated March 4, 2009 through April 7, 2009 totaling \$188,950.45.

5.20 SOCCCD: Payment of Bills Approve Checks No. 079467 through 080486, processed through the Orange County Department of Education, totaling \$5,976,276.11; and Checks No. 009481 through 009507, processed through Saddleback College Community College Education, totaling \$36,944.17; and Checks No. 008544 through 008560, processed through Irvine Valley College Community Education, totaling \$33,076.57.

5.21 SOCCCD: Budget Amendment: Adopt Resolution No. 09-08: Amend 2008-2009 Restricted General Fund Approve resolution to amend the 2008-2009 adopted budget.

5.22 SOCCCD: Transfer of Budget Appropriations Ratify as detailed in the report.

5.23 SOCCCD: Gifts to the District and Foundations Approve gifts as presented.

5.24 SOCCCD: February/March 2009 Contracts Ratify contracts as listed.

## 6.0 GENERAL ACTION ITEMS

6.1 SOCCCD: SOCCCD Faculty Association Academic Employee Master Agreement Approve Tentative Agreement for the period July 1, 2007 through June 20, 2010. A motion was made by Trustee Williams and seconded by Trustee Jay to approve the Tentative Agreement. Trustee Fuentes requested that the question be divided in three parts.

On a motion made by Trustee Williams, seconded by Trustee Jay and unanimously approved, the Academic Salary Schedule will reflect an increase of 4.53% over the existing 2006-2007 Academic Salary Schedules. The Regular Term Hourly Schedule and Summer School Hourly Schedule will reflect an increase of 6% over the 2006-07 Regular Term Hourly Schedule and Summer School Hourly Schedule.

On a motion made by Trustee Jay and seconded by Trustee Williams it was approved on a 6-1 vote with Trustee Fuentes casting a negative vote that for the period July 1, 2008 through June 30, 2009 the Academic Salary Schedule, the Regular Term Hourly Schedule and the Summer School Hourly Schedule will be increased by 1%.

On a motion made by Trustee Fuentes and seconded by Trustee Williams it was unanimously approved that for the period July 1, 2009 through June 30, 2010 the Academic Salary Schedule, the Regular Term Hourly Schedule and the Summer School Hourly Schedule will be increased by 1%.

**6.2 SOCCCD: Award Printing of Class Schedules** Approve renewal of printing and mailing class schedules 2009 Fall semester to Trend Offset Printing in the amount of \$75,000.00.

On a motion made by Trustee Lang and seconded by Trustee Milchiker this item was approved on a 7-0 vote.

**6.3 SOCCCD: Allocation of 2008-2009 District Basic Aid Funds for Priority Projects** Approve the allocation of District basic aid funds.

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

**6.4 Irvine Valley College: Curriculum Revisions for the 2009-10 Academic Year** Approve the proposed changes in curriculum for the 2009-10 academic year.

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

**6.5 Saddleback College: Award of Bid: Reroofing Project** Approve agreement with Letner Roofing Company in the amount of \$817,500.00.

On a motion made by Trustee Lang and seconded by Trustee Williams this item was approved on a 7-0 vote.

**6.6 SOCCCD: Fall 2009 Sabbatical Project Amendment** Approve amendment to sabbatical project requested by Professor Petrina Friede, Liberal Arts and Learning Resources, Saddleback College.

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

**6.7 SOCCCD: Board Policy Revision: BP-3205: Insurance, BP-4220: Substitute Classified Employees, BP-5600: Associate Degree Requirements, BP-5609: Matriculation, BP-4016: Drug-Free Environment and Drug Prevention Program, BP-4073: Faculty Reassigned Time and Stipends, BP-3520: Refreshment and Meals at District Functions, BP-3006: Sustainability, BP-5622: Certified Professional Secretary Examination, BP-5624: California State Board of Cosmetology License** Accept for Review and Study.

On a motion made by Trustee Williams and seconded by Trustee Lang this item was accepted for review and study on a 7-0 vote.

**6.8 SOCCCD: Academic Personnel Actions Approve New Personnel Appointments; Authorization to Establish and Announce Academic Administrative Position; Additional Compensation: General Fund; Additional Compensation: Categorical/Non-General Fund; Resignation/Retirement/Conclusion of Employment.**

Trustee Jay made a motion to divide the question and to table the Authorization to Establish and Announce an Academic Administrative Position until the next Board meeting, this motion was seconded by Trustee Padberg and was approved on a 5-2 vote with Trustees Wagner and Milchiker opposing. On a motion made by Trustee Williams and seconded by Trustee Jay the remaining items were approved unanimously.

**6.9 SOCCCD: Classified Personnel Actions Approve New Personnel Appointments; Authorization to Eliminate Classified Position and/or Numbers; Authorization to Establish and Announce A Classified Position; Reorganization; Change of Status; Out of Class Assignments; Resignation/Retirement/ Conclusion of Employment; Authorization to Revise the Salary Schedule for the Non-Bargaining Unit, Temporary, Short Term Hourly Employees, Volunteers.**

On a motion made by Trustee Williams and seconded by Trustee Padberg this item was approved on a 7-0 vote.

## **7.0 REPORTS**

**7.1 SOCCCD: Basic Aid Report Projected receipts and approved projects.**

**7.2 SOCCCD: Facilities Plan Status Report Status of current construction projects.**

**7.3 SOCCCD: Basic Aid Board Information Request Trustee requested report.**

**7.4 SOCCCD: List of Board Requested Reports See attached exhibit.**

**7.3 SOCCCD: Basic Aid Board Information Request Trustee requested report.**

**7.5 SOCCCD: Monthly Financial Status Report Report displays the adopted budget, revised budget and transactions through March 31, 2009.**

**7.6 SOCCCD: Quarterly Financial Status Report Report as of March 31, 2009.**

## **9.0 ADDITIONAL ITEMS**

**9.1 SOCCCD: Claim Against the District: Richard Wordes Approve rejection of the claim from Richard Wordes dated March 18, 2009 and refer it to the District's insurance administrator for processing.**

On a motion made by Trustee Williams and seconded by Trustee Fuentes this item was approved on a 7-0 vote.



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

President Tod Burnett, President Glenn Roquemore, Provost Randy Peebles, Saddleback College Academic Senate President Bob Cosgrove, Faculty Association President Lee Haggerty, CSEA President Mary Williams, and Saddleback College Classified Senate President Shanna Morehouse gave reports.

- A. President, Saddleback College
- B. President, Irvine Valley College
- C. Provost, ATEP
- D. Associated Student Governments of SC
- E. Associated Students of IVC
- F. Saddleback College Academic Senate
- G. Irvine Valley College Academic Senate
- H. Faculty Association
- I. California School Employees Association
- J. Saddleback College Classified Senate
- K. Irvine Valley College Classified Senate
- L. District Services Classified Senate
- M. Police Officers' Association

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

The meeting adjourned at 9:11 p.m. in memory of Geof English, former Director of Performing Arts at Saddleback College and Rosalinde Wilcox, Professor of Art History, Saddleback College.

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Raghu P. Mathur, Ed.D., Secretary

**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** Irvine Valley College: Forensics Team Activities 2009-10  
**ACTION:** Approval

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### **BACKGROUND**

Forensics students, through their participation in the speech and debate team, have brought considerable recognition to the College, the District, and the community. The Irvine Valley College Forensics Team has competed in a number of speech tournaments throughout the state and across the country over the years.

### **STATUS**

Irvine Valley College plans to participate in a number of speech tournaments during the 2009-10 academic year. Each tournament will incur entry and judging fees, and several tournaments will require lodging, transportation, and meals for the students and coaches on trips that take place over a number of days. The tournaments and maximum cost estimates for each event are described in Exhibit A. Funding will be through the combined budget allocations of the Associated Students of Irvine Valley College, department general fund, and the Foundation.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the participation of the Irvine Valley College Forensics Team and their coaches in the 2009-10 speech tournament schedule at a total estimated maximum budget not to exceed \$53,100, as described in Exhibit A.

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

**Tentative 2009-2010  
IVC Forensics Tournament Schedule**

2008 FALL SEMESTER							
Dates	Tournament	Location	Entry	Meals	Lodging	Air/Ground	Total
Aug. 22	So Cal Debate Forum - Fall Invitational	IVC	\$0				
Sept 11-13	PSCFA Coaches Conference	San Diego		\$400	\$800		\$1,200
Sept. 19	PSCFA Seminar	Cerritos	\$0				\$0
Sept. 25-26	PSCFA Warm-up	El Camino	\$0				\$0
Oct. 3-4	US Universities Nat'l Open - BP	Claremont	\$600				\$600
Oct. 16-18	California Double Up	Azusa Pacific U	\$1,800				\$1,800
Oct. 23	Free Afternoon LD Debate	IVC	\$0				\$0
Oct. 24-25	Watson/Lancer	Pasadena CC	\$800	\$800	\$800		\$2,400
Nov. 13	It is great to be free parli	IVC	\$0				
Nov. 20-22	Epicenter	CSU, Northridge	\$800	\$800	\$1,600		\$3,200
Nov. 20-22	Griffin Invitational	Grossmont	\$400				\$400
Dec. 4-6	PSCFA Fall Champs	CSU, Long Beach	\$1,200				\$1,200
SPRING SEMESTER							
Dates	Tournament	Location	Entry	Lodging	Meals	Air/Ground	Total
Jan. 9	So Cal Debate Forum - Winter Invitational	IVC	\$0				\$0
Feb. 5	Southwestern Invite (IE)	Southwestern	\$400				\$400
Feb. 5-7	Round Robin, Sunset Cliffs	Pt Loma	\$1,000	\$800	\$1,600		\$3,400
Feb. 12-14	Tabor/Venitsky	Cerritos	\$1,000				\$1,000
Feb 26-28	PSCFA Spring Champs	San Diego State U	\$1,200	\$800	\$1,600		\$3,600
Mar 17-21	CCCFA State Championships	Fresno	\$1,200	\$1,600	\$3,000		\$5,800
Mar. 18-21	NPDA National Championships	Lubbock, TX	\$800	\$1,000	\$2,000	\$5,000	\$8,800
Apr. 3-11	Phi Rho Pi National Championships	New Orleans, LA	\$1,600	\$3,000	\$5,000	\$5,200	\$14,800
Apr. 9-12	US WUDC Nationals	Denver, CO	\$500	\$500	\$1,000	\$2,000	\$4,000
Apr. 24-25	PSCFA Cool-Off	Palomar	\$500				\$500
<b>GRAND TOTAL</b>			<b>\$13,800</b>	<b>\$9,700</b>	<b>\$17,400</b>	<b>\$12,200</b>	<b>\$53,100</b>

\*\*Estimated Cost Breakdown by Funding

*ASIVC	\$28,000
*IVC Conference Account-Forensics coach travel	\$11,000
*Foundation Account/Fundraising	\$14,100
<b>Total Funding (Estimate)</b>	<b>\$53,100</b>

**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** Irvine Valley College: Curriculum Revisions for the 2009-10 Academic Year  
**ACTION:** Approval

---

**BACKGROUND**

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

**STATUS**

Irvine Valley College proposes additions, revisions, and deletions to the curriculum of the College. Exhibit A includes new, revised, and deleted courses, and programs that are recommended by the Curriculum Committee and the Academic Senate of Irvine Valley College for the 2009-10 academic year.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the proposed changes in curriculum for the 2009-10 academic year at Irvine Valley College.

IRVINE VALLEY COLLEGE  
FALL 09  
CURRICULUM

BUSINESS SCIENCE  
CERTIFICATES OF PROFICIENCY

**FINANCIAL ACCOUNTING**

ACCT 1A	Financial Accounting	4
ACCT 212.1	Spreadsheets I	2
ACCT 212.2	Spreadsheets II	<u>2</u>
	Total Units	8

This certificate is intended to help prepare students to qualify for entry level positions such as Accounts Payable Accountant, Accounts Receivable Accountant, Bookkeeper, etc.

**FINANCIAL/MANAGERIAL ACCOUNTING**

ACCT 1A	Financial Accounting	4
ACCT 1B	Managerial Accounting	4
ACCT 212.1	Spreadsheets I	2
ACCT 212.2	Spreadsheets II	<u>2</u>
	Total Units	12

This certificate is intended to help prepare students to qualify for entry level positions requiring knowledge of both accounting and management analysis such as entry level accounting or analyst positions or bookkeeper for manufacturing and other companies.

IRVINE VALLEY COLLEGE  
FALL 09  
CURRICULUM

**PAYROLL**

ACCT 1A	Financial Accounting	4
ACCT 205	Payroll Accounting and Taxation	3
ACCT 212.1	Spreadsheets I	2
ACCT 212.2	Spreadsheets II	<u>2</u>
	Total Units	11

This certificate is intended to help prepare students to qualify for entry level positions in the payroll department of companies of all sizes requiring knowledge of a payroll cycle, related accounting tasks, and spreadsheet analysis of payroll data for accounting and management use.

**COMPUTERIZED ACCOUNTING**

ACCT 204	Accounting Applications: Quickbook	4
ACCT 212.1	Spreadsheets I	2
ACCT 212.2	Spreadsheets II	<u>2</u>
	Total Units	8

This certificate is intended to help prepare students to qualify for entry level positions in the accounting department of a business using Quickbooks Accounting Software and spreadsheet software.

**INCOME TAX**

ACCT 206	Individual Income Taxation – Federal and State	3
ACCT 207	Business Income Taxation – Federal and State	<u>3</u>
	Total Units	6

This certificate is intended to help students to prepare for a position as an income tax return preparer with knowledge of both state and federal individual and business taxation using professional level tax return preparation software.

SCHOOL	CRSD ID	CATID	TITLE	ACTION TAKEN
			KEY CODE	assign=assignments c/ l w/+ cross-listed with (and list the other crs id) ce=contract education course co=corequisite crs id=course id, please list new crs id if being changed, eg crs id to BLAH 12 dc=delete course desc=description dv=delete version of course hrs=hours lim=limitation lmg obj=learning objectives moe=methods of eval nc=new course nv=new version of existing course prereq=prerequisite rec=recommended prep rpt=repeatability sam = sam code
				sr=scheduled review is for courses that are scheduled for review and there are no revisions ti=title top = TOP Code tps=topics tx=text-required for all courses numbered 1-299 un=units val=validation
Fine Arts	MUS 54	5020.05	Piano I	desc, lmg obj, moe, rec, ti, tps, txt
Fine Arts	MUS 55	11025.00	Piano II	desc, lmg obj, moe, rec, ti, tps, txt
Fine Arts	MUS 56	11026.00	Piano III	desc, lmg obj, moe, rec, ti, tps, txt
Fine Arts	MUS 57	13203.00	Piano IV	nc
Fine Arts	MUS 160	13204.00	Woodwind Chamber Music	nc
Fine Arts	MUS 70	10466.00	Jazz Improvisation I	desk, lmg obj, moe, ti, tps, txt
Health, PE	DNCE 34	13142.00	Middle Eastern Dance II	nc
Health, PE	DNCE 142	13143.00	Dance Movement Technique and Analysis: Floor Barre	nc
Humanities	CHI 180	n/a	Chinese Language Conference	nc (effective Fall 2010)*
Humanities	ESL 398	n/a	ESL Language and Writing Conference	nc (effective Fall 2010)*
Humanities	FR 180	n/a	French Language Conference	nc (effective Fall 2010)*
Humanities	JA 180	13211.00	Japanese Language Conference	nc (effective Fall 2010)*
Humanities	JRLN 40	13141.00	Mass Media and Society	nc
Humanities	JRLN 41		News Writing	nc
Humanities	SIGN 180	n/a	Sign Language Conference	dc (approved in error)
Humanities	SPAN 180	n/a	Spanish Language Conference	nc (effective Fall 2010)*
Life Sciences	BIO 201	9005.00	Biochemistry for Health Sciences	dc
Social Sci	ECON 1	2100.00	Principles of Economics-Micro	rec, prereq
Social Sci	ECON 2	2105.00	Principles of Economics-Macro	rec, prereq
Social Sci	PSYC 32	13206.00	Psychology of Personality	nc



**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** Irvine Valley College: Change Order Requests: B200 Science Lab Annex and B239 Conversion  
**ACTION:** Approval

---

### **BACKGROUND**

On May 26, 2006, the Board approved funding from basic aid for the B200 Science Lab Annex and B239 Remodel. On February 20, 2008, the Board of Trustees approved increasing the B200 / B239 project funding to address adding accessible toilets as directed by the Division of the State Architect. On September 22, 2008, the Board awarded a construction contract to PCN3, Inc., in the amount of \$3,523,000. Previously approved change orders increased the amount by \$116,304 for a revised contract amount of \$3,654,163.33.

### **STATUS**

Exhibit A describes the required modifications contained in Change Order Requests (COR) number 7 and 8. Approval of this COR will result in an increase of \$7,535.02 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 \$3,661,698.35.

Funds are available within the approved project budget which is \$6,980,000.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Change Order Requests number 7 and 8 for the B200 Science Lab Annex and B239 Remodel project at Irvine Valley College as described in EXHIBIT A and authorize staff to execute the corresponding change orders with PCN3, Inc. which will result in an increase of \$7,535.02 in the total project cost. The total revised contract amount is \$3,661,698.35.

IVC B-200 LAB CLASSROOM ADDITION

BID NO. 296

CHANGE ORDER NO. 3

MAY 2009

BID PACKAG E DESCRIP TION	CONTRACTOR	ADDRESS	CONTRACT AMOUNT	Previously Approved COR's	COR #07	COR #8	REVISED CONTRACT AMOUNT
296 General Contractor	PCN3, General Engineering Contractor		\$3,523,000	\$131,163.33	\$5,128.02	\$2,407.00	\$3,659,291.35
	<b>TOTAL</b>		<b>\$3,523,000</b>	<b>\$ 131,163.33</b>	<b>\$ 5,128.02</b>	<b>\$ 2,407.00</b>	<b>\$3,661,698.35</b>

COR No.	Date	Description	Requested	Status	Amount
7	2/25/2009	Concrete Stem Wall for Plumbing Rough - B-200	Arch	APP	\$5,128.02
8	2/25/2009	Vision Lights (4" x 24") for (9) Doors	Arch	APP	\$2,407.00

**TOTAL CHANGE ORDER REQUESTS**

**\$7,535.02**

**TO:** Board of Trustees

**FROM:** Dr. Raghu P. Mathur, Chancellor

**RE:** Saddleback College: Consultant Agreement to Provide Construction Management Services for Various Projects

**ACTION:** Approval

---

### **BACKGROUND**

The college is managing multiple complex facility improvement projects. Due to the project workload, the proposed consultant will assist present staff in management of these projects to insure college objectives are met.

Michael E. Wilson has been providing Construction Management services for Saddleback College for over seven years. He has been instrumental in ensuring that projects are successfully completed. His management of contractors has kept construction costs down while maintaining the quality of workmanship on the various projects.

### **STATUS**

Michael E. Wilson Covina, California, who has over 37 years of experience in the construction industry, will provide Construction Management Services (Exhibit A) for various projects at Saddleback College for \$52.00 per hour, plus reimbursement expenses, not to exceed \$120,000.00. Funds are available through the college's capital outlay, parking lot and general fund accounts.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Consultant Agreement for Construction Management Services (Exhibit A) with Michael E. Wilson of West Covina, California, at \$52.00 pre hour, plus reimbursable expenses, not to exceed \$120,000.00.

**CONSULTANT AGREEMENT  
CONSTRUCTION MANAGEMENT SERVICES**

This AGREEMENT is hereby entered into between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and Michael E. Wilson, 325 Holly Oak Place, West Covina, California 91791, telephone 626-367-3805, 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:

1. Services to be provided by CONSULTANT: Construction Management Services as further described in the Scope of Services attached hereto as Exhibit A and incorporated herein as if fully set forth.

2. **Term.** CONSULTANT shall commence providing services under this AGREEMENT on *July 1, 2009*, and will diligently perform as required and complete performance by *June 30, 2010*.

3. **Compensation.** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at the rate of \$52.00 per hour, not to exceed \$120,000. Upon satisfactory completion of the services and a signed invoice acceptable to the DISTRICT and approved by John Ozurovich, payment will be made.

4. **Expenses.** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT.

5. **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.

6. **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, including office space and associated requirements. 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.

7. **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.

8. **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.

9. **Termination.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT by providing CONSULTANT 10 days prior written notice and compensate CONSULTANT only for services satisfactorily rendered to the date of termination

10. **Hold Harmless.** 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 injury to or death of any person(s), or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by 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/or

(b) Any liability for damages which may arise from the furnishing or use of any copyrighted or un-copyrighted matter or patented or unpatented invention under this AGREEMENT.

11. **Insurance**. Pursuant to Section 10, CONSULTANT agrees to carry automobile liability insurance with limits of no less than \$300,000. No later than July 7, 2009, CONSULTANT shall provide DISTRICT with a certificate of insurance evidencing coverage as required.

12. **Assignment**. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. 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: Gary Poertner

CONSULTANT:

Michael E. Wilson  
325 Holly Oak Place  
West Covina, CA 91791

20. **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.



21. **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 27th DAY OF May, 2009.

South Orange County Community College District

Consultant

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Social Security or Taxpayer  
Identification Number

**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** Saddleback College: Community Education, Summer 2009  
**ACTION:** Approval

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**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 performs an important community service and fulfills a vital part of their mission. The 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 Saddleback College Community Education departments for the Summer Semester 2009. Expenses for conducting these courses will be paid from the income from participant fees. The Saddleback College course offerings, presenters, and compensation are outlined in Exhibit A (Saddleback College).

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Community Education courses, presenters, and compensation for the Summer Semester 2009 as presented in Exhibit A.

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

South Orange County Community College District  
SADDLEBACK COLLEGE  
COMMUNITY EDUCATION NON-CREDIT PROGRAM - SUMMER 2009

EXHIBIT A  
1 of 1

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
Adult	Journeys In Computing for Seniors	6/1 - 8/15	Bill Napoli (I)	50% net	\$95.00
	Stained Glass	6/22 - 7/30	Greg Atwood (I)	50% net	\$120.00
CFK	Junior Gaucho Friday Fun Club	6/22 - 7/30	Taylor Chase (E)	Hourly	\$50.00
	Money, Money, Money	6/22 - 7/30	Karen Fabian (E)	Hourly	\$98.00
	Pee-Wee Soccer Skills	6/22 - 7/30	Christina Mahoney (E)	Hourly	\$52.00

(E) Employee  
(I) Independent Contractor

**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** Saddleback College: Portable Village Addition and Construction Management (CM) Services Agreement with gkkworks  
**ACTION:** Approval

---

**BACKGROUND**

On January 20, 2009, the Board approved funding from basic aid for the Village Expansion Project. On April 27, 2009 the Board of Trustees approved increasing the project funding to purchase portable buildings instead of leasing them. On July 28, 2008, the Board approved use of a CM services pool for the selection of CM services.

**STATUS**

Staff requested that three CM firms from the pool identify their proposed team members and provide cost proposals. The following three firms provided a proposal for the upcoming Village Expansion Project:

McCarthy Construction	\$265,400
CW Driver	\$177,459
gkkworks	\$150,470

Staff recommends approval of an agreement with gkkworks to provide the CM services for a base price of \$150,470 and a reimbursable allowance of \$10,000 for a not to exceed price of \$160,470.

Funds are available in the approved basic aid project budget which is \$3,942,000.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the agreement, EXHIBIT A, with gkkworks to provide Construction Management services for Saddleback College at the Portable Village Addition for a not to exceed price of \$160,470.

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

**CONSTRUCTION MANAGEMENT SERVICES AGREEMENT – PORTABLE VILLAGE ADDITION –  
SADDLEBACK COLLEGE**

THIS AGREEMENT is hereby entered into this 1<sup>st</sup> day of June 2009, by and between the **South Orange County Community College District**, hereinafter referred to as "DISTRICT," and **gkkworks**, 2355 Main Street, Suite 220, Irvine, California, 92614, 949/250-1500, hereinafter referred to as "CM."

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; and

WHEREAS, CM 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:

**AGREEMENT**

**ARTICLE 1: BASIC SERVICES**

1.1 Phases of Basic Services. The CM shall provide and perform the Basic Services for the

**Portable Village Addition**

Project at Saddleback College, (hereinafter referred to as "Project") as more particularly described in this Agreement. The Basic Services shall be performed and completed in a series of sequential phases, generally described as: Pre-Construction, Construction and Post-Construction. The scope of the CM's Basic Services and obligations during each phase of the Basic Services shall be as set forth herein.

1.2 Relationship of CM to Other Project Participants. CM's Basic Services hereunder shall be provided in conjunction with contracts between the DISTRICT and:(a) the Architect; (b) the Contractor; (c) the Inspector; (d) Test/Inspection Service Providers; and (e) others providing services in connection with bidding and/or construction of the Project. The Architect is responsible for the adequacy and sufficiency of the Project design and the contents of Design Documents for the Project. The Architect shall perform its duties in accordance with its contract(s) with the DISTRICT. Except as expressly set forth herein, neither this Agreement, nor CM's rendition of Basic Services hereunder shall be deemed CM's assumption of responsibility for the adequacy or sufficiency of the Project design or the Design Documents for the Project, which are and remain that of the Architect. In accordance with the scope of Basic Services described herein, the CM shall be responsible for assisting the DISTRICT in the identification, selection and retention of the Inspector and Test/Inspection Service Providers and generally coordinating the services

of the Inspector and Test/Inspection Service Providers during the Construction Phase. The CM is not responsible for the completeness or accuracy of the work product or services provided by the Inspector or Test/Inspection Service Providers.

- 1.3 CM Standard of Care. CM 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 of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. CM's Basic Services 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. CM's Basic Services shall be provided by **Parker Davis** CM Project Manager.

## ARTICLE 2: DISTRICT RESPONSIBILITIES.

- 2.1 DISTRICT Information. The DISTRICT shall provide information regarding the Project, including the DISTRICT's objectives, schedule requirements, and other constraints and requirements which may affect the Project Budget, time for completion of Project Construction, or Project scope. The DISTRICT shall provide the CM with the Project Construction Budget for review and acceptance by the CM. At the written request of the CM, District shall provide CM copies of any documents related to the Project.
- 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 CM's performance of the Basic Services and other obligations hereunder. Unless modified by written notice by the DISTRICT to the CM, the College Representative is:

**John Ozurovich, Director of Facilities**

- 2.3 Tests/Inspections. The DISTRICT shall: (a) retain an Inspector ("Inspector") to provide construction observations and inspections as required by applicable laws, codes, rules, regulations, or ordinances; and (b) retain Test/Inspection Service Providers to conduct Construction Phase tests/inspections of materials/equipment forming a part of the Project as required by applicable laws, codes, rules, regulations, or ordinances. The foregoing notwithstanding, the Basic Services of the CM include assistance to the DISTRICT in identifying, selecting, and retaining the Inspector and Test/Inspection Service Providers.
- 2.4 DISTRICT Consultants. Except to the extent of design consultants retained by the Architect, 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, legal counsel, insurance/surety consultants, audio-visual equipment/ installation consultants, and hazardous material assessment & abatement consultants.

ARTICLE 3: BASIC SERVICES: PRE-CONSTRUCTION PHASE

- 3.1 Project Bidding and Construction Strategy. The CM shall, in conjunction with the DISTRICT, review the Design Documents. The objective of the review is to confirm constructability and for the development of an overall strategy for bidding and constructing the Project. The CM shall conduct such interviews and participate in meetings and conferences with the Architect, DISTRICT staff, and others as necessary to develop a bidding and construction strategy consistent with the objectives for the Project. Upon completion of these services and prior to commencing any other Basic Services under this Agreement, the CM shall submit its written bidding/construction strategy to the DISTRICT for review and acceptance, which shall include any phasing necessary and identify Project staging strategies. The CM shall modify its written Project bidding/construction strategy as necessary to obtain mutual acceptance of the strategy by the DISTRICT and the CM.
- 3.2 Review of Design Documents. The CM, including the **CM's Project Manager** for Project construction, shall review the Design Documents completed by the Architect to attain a complete understanding of the design and scope of the Project.
- 3.2.1 Value Engineering. The CM's review of the Design Documents shall include value engineering analysis. If, upon completing its review of the Design Documents, the CM believes that in the Design Documents construction processes/procedures, specified materials/equipment or other aspects of the Design Documents can be modified to reduce Construction Costs and/or the time for achieving Final Completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project, the CM shall identify the same and recommend modifications to the Design Documents in writing to the DISTRICT for review. The DISTRICT shall have the sole and exclusive discretion to incorporate some, all or none of the CM's recommendations. If the DISTRICT accepts any of the CM's recommendations relative to modification(s) to the Design Documents, the CM shall review the Design Documents as modified by the Architect for confirmation that the DISTRICT accepted modifications to the Design Documents are incorporated into the Design Documents issued by the DISTRICT for bidding by the Contractor.
- 3.2.2 Constructability Review. The CM shall review the Design Documents to ascertain whether the Project, as depicted in the Design Documents are accurate and complete and that Contractor can construct the Project as depicted in the Design Documents. The scope of the CM's constructability reviews shall include, without limitation, (a) confirmation that requirements noted in the drawings and specifications are consistent and in conformity with DISTRICT requirements for the Project and (b) that the work product of the Architect and its design consultants have been coordinated and are consistent. CM's constructability review and recommendation(s) shall be provided in a written report to the District.

3.2.2.1 Limitation on the CM's Constructability Review. In conducting a constructability review of the Design Documents, the CM shall not be responsible for providing nor will the CM have control over the Project design, design requirements, design criteria, or the substance or contents of the Design Documents. By performing constructability reviews and making recommendations described herein, the CM shall not be acting in a manner so as to assume responsibility or liability, in whole or in part, for any aspect of the Project design, design requirements, design criteria, or the substance or contents of the Design Documents. The CM's constructability reviews and recommendations as provided herein are to be advisory only to the DISTRICT and the Architect.

3.3 Master Construction Schedule. The CM shall develop and submit to the DISTRICT for review and acceptance a Master Construction Schedule which shall reflect all of the work necessary to complete Project construction. The Master Construction Schedule shall be prepared with the most recent edition of commercially available software designed specifically for the scheduling of construction projects and which utilizes the critical path method of scheduling. The CM's use of scheduling software other than Microsoft Project, Primavera SureTrak Project or Primavera Project Planner will require written approval of the DISTRICT which may be granted, withheld or conditioned in the sole discretion of the DISTRICT. The Master Construction Schedule shall indicate the start/finish dates for the principal activities necessary to complete Project construction. The CM shall sequence, schedule and coordinate the Master Construction Schedule in a logical, reasonable and orderly manner so that Project construction is completed within the Construction Budget and within the time established by the DISTRICT. If the DISTRICT's requirements for the Project include phasing elements of Project construction, the DISTRICT's phasing requirements shall be set forth in the Master Construction Schedule. The CM acknowledges that the Master Construction Schedule prepared by the CM will be relied upon during the review of the Contractor's schedule submittal to arrive at the Master Construction Schedule.

3.4 Construction Budget; CM Estimate of Construction Costs. The CM shall review the DISTRICT's Construction Budget for the Project and Construction Cost Estimates prepared by others for the Project as depicted in Design Documents as of the date of this Agreement. Based upon such reviews, the CM shall prepare the Construction Cost Estimates for the Project depicted in such Design Documents. The Construction Cost Estimates shall be based upon the then current market conditions and shall include a construction cost contingency equal to ten percent (10%) of the Construction Cost Estimates. If the Construction Cost Estimates exceed the Construction Budget by ten percent (10%) or greater, the CM shall make written recommendations to the DISTRICT to reduce the Construction Cost Estimates to conform with the Construction Budget. If the Construction Cost Estimates are less than the Construction Budget by ten percent (10%) or more, the CM shall make written recommendations to the DISTRICT for items to incorporate into the Project to conform the Construction Cost Estimates with the Construction Budget.

3.4.1 CM's Best Judgment. Evaluations of the DISTRICT's Project Budget, preliminary estimates of Construction Costs and detailed estimates of construction costs prepared by the CM represent the



CM's best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the CM nor the DISTRICT has control over the cost of labor, materials or equipment, over Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the CM cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the DISTRICT, or from any cost estimate or evaluation prepared by the CM.

- 3.5 Review and Assembly of Project Bid Documents. The CM shall review and provide written recommendations and modifications to the DISTRICT's standard forms of bid and contract documents for the Project. The CM shall assist the DISTRICT in assembly of bid and contract documents for the Project.
- 3.6 Authority to Bid. The CM shall review all approvals obtained by or on behalf of the DISTRICT relating to authority of the DISTRICT to engage in bidding construction of the Project. . If there are limitations to the DISTRICT's authority to bid the Project, the CM shall advise the DISTRICT in writing of the same and assist the DISTRICT in removing such limitations.
- 3.7 Bidding of Project
- 3.7.1 Advertisements. The CM shall assist the DISTRICT in development and placement of advertisements for competitively bidding the Project in a newspaper of general circulation in Orange County. The CM shall also make written recommendations to the DISTRICT for placement of notices and issuance of other communications for the purpose of publicizing the availability of the Project for bidding by contractors. The CM shall assist the DISTRICT in placing such notices and issuing communications for such purposes.
- 3.7.2 Contractor Pre-Qualification. The DISTRICT has a policy of pre-qualifying contractors for all contracts over One Million Dollars (\$1,000,000). The CM shall assist the DISTRICT in: (a) development of pre-qualification criteria and the pre-qualification application; (b) development and placement of an advertisement in a newspaper of general circulation in Orange County of the availability of pre-qualification applications; (c) development and implementation of a program to inform potential contractors subject to pre-qualification of the pre-qualification process and to encourage potential contractors to engage in the pre-qualification process; and (d) review and evaluation of responses to the pre-qualification application. CM shall provide District with written recommendations for selection of contractors deemed qualified to submit bids for the Project.
- 3.7.3 Dissemination of Project Bid Documents to Contractors. The CM shall establish a system for dissemination of Project bid documents to contractors and for maintaining records of the identities/addresses/telephone-fax numbers/email addresses of the contractors who have obtained Project bid documents. The CM shall, by all appropriate means of communication, advise contractors of the availability of the Project for bidding by contractors. The CM shall endeavor to maximize the participation of qualified contractors whose principal place of business is situated in the Orange County area. The CM shall maintain records of contacts made and

communications transmitted to/received from contractors. All such records shall be available for review and/or reproduction by the DISTRICT.

- 3.7.4 Pre-Bid Conference(s). The CM shall conduct pre-bid conferences, including the job walk(s), if one is required or scheduled in the Project bid documents. The pre-bid conference shall include without limitation: (a) description of the Project; (b) description of the process for bidding and award of contract; and (c) material requirements of the contract relating to bonds, insurance and similar administrative matters. The job walk shall provide contractors with an overview of the Site and an understanding of the physical limitations and constraints affecting the Project. As necessary or appropriate, the CM shall conduct separate, detailed pre-bid conferences with contractors. The CM shall record and transcribe minutes of the pre-bid conferences and job walk(s).
- 3.7.5 Opening/Reading of Bid Proposals. The CM shall assist the DISTRICT in the public opening and reading of bid proposals. Upon completing the public opening and reading of bid proposals, the CM shall summarize the results of bidding for the District in the format required by the District.
- 3.7.6 Review of Bid Proposals; Recommendations for Award of Contract. The CM shall review submitted bid proposals to determine: (a) whether the bid proposal is responsive to material bidding requirements; (b) whether the contractor submitting the bid proposal is a responsible bidder; and (c) the lowest price proposed for the Project. The CM shall make written recommendations to the DISTRICT regarding: (a) rejection of a bid proposal for non-responsiveness to material bidding requirements; (b) rejection of a bid proposal based upon the "non-responsibility" of the contractor; (c) rejection of a bid proposal for any other reason; (d) rejection of all bid proposals; and (e) award of the Contract and to the extent that the bidding for the Contract included Alternate Bid Items, written recommendations for the Alternate Bid Items, if any, to be included in the scope of the Contract. The CM is not authorized to award the Contract. Award of the Contract shall only be by action of the DISTRICT's Board of Trustees.

#### ARTICLE 4: BASIC SERVICES: CONSTRUCTION PHASE

- 4.1 Administration and Coordination of the Contract and Construction. CM will provide administrative, management, and related services necessary to administer the Project and to coordinate the work of the Contractor during the Construction Phase of the Project including but not limited to: (a) receive, review for compliance with Project bid documents and forward to the DISTRICT and the Architect, the Contractor's Certificates of Insurance and Bonds; (b) advise and recommend to the DISTRICT whether to issue the Notice to Proceed directing commencement of work on the Project; (c) schedule, coordinate and conduct pre-construction and construction meetings; (d) record, maintain and distribute minutes of pre-construction and construction meetings ; (e) in consultation with the Architect, develop and implement procedures for the receipt and processing of Submittals; (f) in consultation with the DISTRICT and the Architect, develop and implement procedures for the handling and disposition of the Contractor's requests for information or clarifications; (g) establish and implement procedures for the transmittal and receipt of communications,

drawings and other information between CM, Architect and the Contractor relating to Project construction; (h) assist the DISTRICT in the identification, selection and retention of Test/Inspection Service Providers and the Inspector; (i) coordinate activities of the Contractor Inspector and Test/Inspection Service Providers; and (j) allocate Site staging and storage areas.

- 4.2 Monitoring of Construction Costs. CM will monitor on-going Construction Costs and advise the DISTRICT of the financial condition of the Project by: (a) development of Project financial reports to the DISTRICT, including those reflecting variations between actual Construction Costs and the Construction Budget and estimated costs of unperformed Project activities; (b) maintaining records reflecting the actual costs for activities completed or in progress, including records relating to work performed on a unit costs basis and additional work performed by the Contractor; (c) monitoring and advising the DISTRICT of costs pertaining to potential, pending and completed changes to the work of the Contractor; and (d) advising and making written recommendations to the DISTRICT for adjustments to the Construction Budget relative to actual or anticipated Construction Costs. The CM shall prepare and submit cost reports to the DISTRICT on a monthly basis. The extent of detail and the nature of the format of such reports, the information compiled by the CM and reports generated by the CM shall specifically indicate the original amount of the Contract, the extent of adjustment to the Contract by DISTRICT approved Change Orders and the extent of potential further adjustment of the Contract as of the date of the CM's report based upon potential changes known at the time of the CM's preparation of the cost report. The format for such reports must be pre-approved in writing by the DISTRICT.
- 4.3 Applications for Progress Payments. CM will participate in the review of progress payments to the Contractor and in consultation with the DISTRICT and the Architect, make written recommendations for the disbursement of progress payments to the Contractor as follows: (a) CM will assist in the development of procedures for submittal, review, processing, and disbursement of progress payments to Contractor, along with associated forms and reporting systems; (b) based upon CM's observations and evaluations of each application for progress payment, CM will review and certify to the DISTRICT the amount due on each such application for progress payment and CM's written certifications constitute a representation to the DISTRICT that, based on CM's observations and evaluations at the Site, the data in the application for progress payment accurately reflects that the work has progressed to the point indicated in the application for progress payment and the quality of the work is in accordance with the Contract for the Project; and (c) CM's representations relative to each application for progress payment are subject to an evaluation of the work for conformity with the requirements of the Contract for the Substantial Completion of the Project, results of subsequent tests, inspections and other procedures, minor deviations correctable prior to completion and any specific qualifications expressed by CM. CM's acceptance of an application for progress payment pursuant to the preceding shall be a representation that the Contractor is entitled to payment in the amount so certified. The CM's review of each application for progress payment shall be undertaken and completed within one week of receipt by CM so that the DISTRICT can meet its obligations to make progress payment due the Contractor within the time permitted by applicable law without incurring interest liability or other penalties/liabilities.
- 4.4 Substantial Completion; Punchlist. In consultation with the Architect and the DISTRICT, the CM will assist in ascertaining the achievement of Substantial Completion of the Project. If upon inspection of the work of the Contractor, the CM determines that Substantial Completion has not been achieved, the CM will assist the

Architect in noting the conditions of the work and the measures necessary for the Contractor to achieve Substantial Completion of Project construction. Upon the Contractor achieving Substantial Completion, the CM will participate with the DISTRICT and the Architect to inspect the work completed by the Contractor to note punchlist items to be completed by the Contractor as a condition to achieving Final Completion of the Project.

#### 4.5 Project Progress.

- 4.5.1 Master Construction Schedule. During the Pre Construction Phase, CM will, in consultation with the DISTRICT, develop an overall comprehensive Master Construction Schedule for construction of the Project showing the activities of the Contractor necessary for completion of Project construction. CM shall monitor the Master Construction Schedule on a monthly basis so that the DISTRICT is kept fully informed at all times of the status and progress of overall Project construction and status of the Contractor's construction progress. Where the actual rate of Project construction progress is behind that indicated by the Master Construction Schedule, CM shall advise and make written recommendation to the DISTRICT for remedial action.
- 4.5.2 Coordination of Construction Activities. CM shall coordinate the activities of the Contractor with those of the CM, the Architect, Inspector, Test/Inspection Service Providers and the DISTRICT in conformity with the Master Construction Schedule, including the coordination and sequencing of Contractor's construction activities so that Site space is appropriately allocated and the Master Construction Schedule is maintained. A material obligation of the CM under this Agreement is the coordination of the activities of the Contractor in a manner so that Project construction is completed in accordance with the Master Construction Schedule and within the Construction Budget.
- 4.5.3 Progress Reports. CM will maintain records of the progress of Project construction, including written progress reports and photographs reflecting the status of Project construction and percentage completion. All changes will be documented on an "As-Built" set of documents which will record all RFIs, architectural supplement information, substitutions and change orders. The Contractor's field changes (location, material, undocumented changes, etc.) will be incorporated monthly during the pay application review and reviewed monthly with the DISTRICT. CM will maintain daily reports during Project construction showing weather conditions, the Contractor and their Subcontractors by count, visitors at the Site, work accomplished, problems encountered and other matters materially affecting the Project, completion of the Project or Construction Costs in a format approved by the DISTRICT. CM will provide a monthly progress report including a narrative on the construction progress identifying any critical items and proposed solutions, an on-going chronology of milestone events, a graph with one axis for expenditure and the other for time showing actual in comparison to anticipated, an on-going and updated change order log, a pay request summary including percent complete and a bulleted 30 day look ahead list of upcoming activities. All documents shall be in a format approved by the DISTRICT.

4.5.4 Substantial Completion and Final Completion. Upon request of the Contractor, CM will in conjunction with the DISTRICT, Inspector, and the Architect determine that Substantial Completion and Final Completion have been achieved for the Project. Upon determining that Substantial Completion/Final Completion of the Project has been achieved, the CM shall issue Certificates of Substantial Completion and Final Completion, as applicable.

4.6 Site Observations.

4.6.1 CM On-Site. At all times during which there are construction activities, CM shall have its management team as identified in Article I Section 1.3 agreed by the DISTRICT, or other authorized representative at the Site to observe Site construction activities and to coordinate the activities of the Contractor. CM shall maintain at the Site the Contract, Drawings, Specifications, approved Change Orders, Submittals, applicable laws, codes, rules, regulations and ordinances and other written or electronic materials relating to the Project.

4.6.2 CM and Contractor. With respect to the Contractor's work, the CM shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the Contractor since these are solely the Contractor's responsibility under the Contract. The CM shall not be responsible for a Contractor's failure to carry out the work in accordance with the respective Contract. The CM shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the work not directly employed by the CM.

4.6.3 Construction Quality. The CM will guard the DISTRICT against defects and deficiencies in construction and workmanship on the basis of its Site observations, and CM will be responsible to report observations of any of the above mentioned activities to the DISTRICT. CM will establish and implement a quality control program to monitor the workmanship of the Contractor for conformity with: (a) accepted industry standards; (b) applicable laws, codes, rules, regulations, or ordinances; (c) and the requirements of the Contract.

4.6.4 Rejection of Work. Whenever in the ordinary course of discharging its services hereunder, CM shall discover or observe patent conditions of defective or deficient construction or workmanship which has or may have an adverse impact upon building life-safety systems or operations, structural elements or integrity or the safety of persons or property, CM shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the DISTRICT in writing. In other circumstances, where defective or deficient work is observed by CM, the DISTRICT shall be notified in writing by the CM of such conditions and if directed by the DISTRICT, the CM shall stop or reject such work. CM's responsibilities hereunder shall be limited to defective or deficient work of an apparent and patent nature.

4.6.5 Site Safety.

- 4.6.5.1 DISTRICT Safety Program. Prior to any Contractor's performance of work at the Site, the CM shall review the DISTRICT's safety program, and meet and confer with the DISTRICT's Directors of Safety and Health to review the DISTRICT's safety program and to address measures to be implemented by the CM to coordinate the safety of the Contractor with the DISTRICT's safety program.
- 4.6.5.2 Contractor Safety Program. CM shall review the safety program of the Contractor for conformity with the DISTRICT's safety program, requirements of the Contract and applicable law. CM shall monitor the Contractor's compliance with both the District and the Contractor's safety programs and advise the DISTRICT of measures, if any, necessary or appropriate to obtain the Contractor's compliance. The CM is responsible for verifying that the Contractor has established a safety program, that the safety program established by the Contractor is in compliance with applicable law, and that the Contractor has implemented its safety program.
- 4.6.5.3 Safety Violations; Safety Conditions. The CM shall promptly notify the DISTRICT in writing of all CM observed instances of a Contractor's failure to comply with applicable safety requirements. In the event of a safety violation or other unsafe conditions on or about the Project Site which have an immediate potential or actual adverse effect on life or property, the CM is authorized, without prior notice or prior directive of the DISTRICT, to take all actions deemed necessary and appropriate by the CM under then existing circumstances to prevent such actual or potential adverse effect.
- 4.6.5.4 Site General Conditions. At all times during construction activities at the Site, the CM shall provide or cause to be provided the items of personal property and services identified in Exhibit A attached to this Agreement. The items and services identified in Exhibit A are services included in the CMs' compensation for Basic Services set forth in Article 7.

4.7. Changes and Claims.

- 4.7.1. Coordination of Changes. CM will coordinate and disseminate correspondence, drawings and other written materials by and between the Contractor, the District, Inspector, Test/Inspection Service Providers and the Architect relating to changes to the Contract. CM will coordinate the Contractor's performance of changes authorized by the DISTRICT. CM will maintain a log or other written records in a format previously approved by the DISTRICT to monitor the disposition of changes and Change Orders to keep the DISTRICT advised of the status of the same and the actual or potential impact of any particular change or Change Order or the cumulative effects thereof on Construction Costs or time for completion of Project construction.
- 4.7.2. Processing of Changes and Change Orders. CM will assist the DISTRICT and the Architect in evaluation of requests by Contractor for issuance of Change Orders, assist in negotiations with

Contractor relative to Change Orders proposals and the adjustment of Contract price or Contract time. CM will make written recommendations to the DISTRICT and the Architect for handling and disposition of the Contractor's proposals relative to Change Orders. If a change to the Contract is approved or authorized by the DISTRICT, CM will assist the DISTRICT and the Architect in the preparation of a Change Order reflecting such approved or authorized change to the Contract. The CM is not authorized, without the prior written consent and approval of the DISTRICT, to effectuate or authorize any change to the Contract. The CM shall be liable to the DISTRICT for all direct and consequential costs, losses or damages resulting from the CM's direction or authorization to effectuate a change to the Contract without the prior consent and approval of the DISTRICT.

- 4.7.3. Claims Handling. CM will assist the Architect in the review, evaluation and processing of claims asserted by Contractor. CM will make written recommendations to the DISTRICT as to merit, handling, and disposition of Contractor's claims.

## ARTICLE 5: BASIC SERVICES: POST-CONSTRUCTION PHASE

- 5.1 Review and Transmittal of Contactor Close-Out Documents. The CM shall receive from the Contractor the close-out documents and items to be submitted by the Contractor under the terms of its Contract upon completion of its obligations under the Contract. The CM shall review the Contractor's close-out documents and items to determine conformity with requirements of the Contract. If the CM determines that the Contractor's close-out documents and items are not in conformity with requirements of the Contract, the CM shall make written recommendations to the DISTRICT for measures to secure compliance with the requirements of the Contract. The CM shall deliver to the DISTRICT all of the Contractor's close-out documents and items, except for the Contractor's as-built drawings which the CM shall transmit to the Architect for preparation of the Record Drawings.
- 5.2 CM Project Records. Within thirty (30) days of the date of issuance of a certificate of Final Completion for the Contract, the CM shall assemble and deliver to the DISTRICT all of the Project records maintained during the Construction Phase by the CM relating to the Project. Notwithstanding any provision of this Agreement to the contrary or any provision of law to the contrary, all documents, work product, whether of a tangible or intangible nature, whether in draft or final form and whether recorded in writing or any other medium, including without limitation, electronic files relating to the Project or this Agreement, are the sole and exclusive property of the DISTRICT.
- 5.3 Contractor's Post-Construction Obligations. If the Contractor is obligated under the terms of its Contract to provide work, labor, materials or services after completion of Project construction, the CM shall monitor Contractor's post-construction activities for conformity with requirements of the Contract. The CM shall make written recommendations, as necessary, for securing Contractor's compliance with post-construction obligations.
- 5.4 Warranty Review. Six weeks prior to warranty expiration, the CM will meet with the end users of the facility to review the building functionality and operations. The CM will develop a report including end

user's expressed concerns and any findings CM makes during a tour of the facility. The format for such reports must be pre-approved in writing by the DISTRICT. The report will identify items as "in contract" and "out of contract". The CM will perform all required follow up, including: 1) sending 10-day notices to the contractor, 2) coordinating all meetings between architect, contractor and campus Director of Facilities/Staff, 3) weekly report updates, and 4) follow-up with contractor's bonding company if necessary, until "in contract" items are completed to contract requirements. Other than the initial report, the CM will have no responsibility for "out of contract" concerns.

- 5.5 Project Reports. The CM shall monitor the filing of DSA reports and other actions required by applicable law, code rule, regulation or ordinance to be undertaken by the Architect, Inspector, Test/Inspection Service Provider, or Contractor upon completion of Project construction. If the Architect, Inspector, Test/Inspection Service Provider, or the Contractor has not filed reports or taken other actions required upon completion of Project construction, the CM shall make written recommendations to the DISTRICT for measures to secure compliance by the Architect, Inspector, Test/Inspection Service Provider, or the Contractor with regard to such requirements. The CM will assist the DISTRICT in completion and submission of reports and other actions required to be undertaken by the DISTRICT upon completion of Project construction pursuant to applicable law, code, rule, regulation, or ordinance or otherwise required to allow the DISTRICT to use/occupy the Project for the purposes intended.

## ARTICLE 6: ADDITIONAL SERVICES

- 6.1 Additional Services. The services described in this Article 6 are not included in the Basic Services set forth previously. If the DISTRICT requests in writing any of the Additional Services described in this Article 6 or any other additional services, CM 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" CM Compensation: Additional Services. The Board of Trustees of the District must approve an amendment to this Agreement, fully executed, prior to CM performing any Additional Services. The CM shall request payment for Additional Services in a separate line item on the same invoice submitted for Basic Services in a format pre-approved by the DISTRICT.
- 6.2 Description of Additional Services. If Additional Services described below are provided by the CM through no fault or neglect of the CM, CM shall notify the DISTRICT in writing prior to providing any such Additional Services. Unless the DISTRICT notifies CM in writing authorizing the Additional Services, CM shall not proceed to provide such Additional Services. The following constitute Additional Services:
- 6.2.1 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 Master Construction Schedule.
- 6.2.2 Termination/Default of Architect or Contractor. Services required or necessary as a result of the default or termination of the Architect or the Contractor, failure of performance of the Contractor, or major defects or deficiencies in the work of the Contractor.



- 6.2.3 Damage or Destruction to Project. Except to the extent caused by the CM, services and consultation associated or necessitated by damage or destruction to the Project prior to completion by an act of God, fire or other casualty.
  - 6.2.4 Future Systems. Services relative to future systems, facilities or equipment not included within the scope of the Project.
  - 6.2.5 Investigation of Existing Conditions. Services to investigate existing conditions or facilities or to provide measured drawings thereof.
  - 6.2.6 Furniture, Furnishings, Equipment not in Project Scope. Services in connection with the DISTRICT's selection, procurement or installation of furniture, furnishing or equipment not included within the scope of the Project.
- 6.3 Compensation for Additional Services. If the duration of CM services is extended, due to the DISTRICT'S need for Additional Services, the CM shall be entitled to additional compensation according to hourly rates set forth in Exhibit A. Escalation may be applied to services performed beyond the duration of the original Contract at a rate negotiated between the DISTRICT and CM. The CM shall provide a written request for such escalation with analysis of anticipated resource expenditure to the DISTRICT in a format pre-approved by the DISTRICT.

ARTICLE 7: CM COMPENSATION

- 7.1 Basic Services. CM's performance of the Basic Services under this Agreement shall consist of the following lump sum prices:

**Per EXHIBIT A attached.**

**Portable Village Addition**

<b>(a)</b>	<b>Construction Phase and Post-Construction Phase (Close Out)</b>	<b>\$</b>	<b>144,720</b>
<b>(b)</b>	<b>Job Site Overhead Costs</b>	<b>\$</b>	<b>5,750</b>
	<b>SUBTOTAL:</b>	<b>\$</b>	<b>150,470</b>
	<b>Reimbursable, if necessary and not to exceed</b>	<b>\$</b>	<b>10,000</b>
	<b>TOTAL</b>	<b>\$</b>	<b>160,470</b>

The format for invoices must be pre-approved in writing by the DISTRICT.

The compensation for Basic Services shall include all personnel, personnel expenses (inclusive of all benefits and burdens), fees, materials, supplies, the personnel and expenses of any sub-consultant or subcontractor to the CM, 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.

7.2 DISTRICT Payments of CM Compensation.

7.2.1 CM Monthly Billing Statements. CM shall submit monthly detailed billing invoices to the DISTRICT for payment for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense for which payment is requested by CM. Basic Services are to be invoiced for each project separately.

7.2.2 DISTRICT Payment. Within thirty (30) days of the date of the DISTRICT'S receipt of CM's billing invoices, DISTRICT will make payment to CM of undisputed amounts for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CM hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Architect or the Contractor. The DISTRICT may, however, withhold or deduct from amounts otherwise due CM hereunder if CM 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 CM has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure to timely and completely perform material obligations hereunder.

ARTICLE 8: ALLOWABLE REIMBURSABLE EXPENSES

DISTRICT shall not be liable to CM for any costs or expenses paid or incurred by CM in performing services for DISTRICT, except as follows: additional expenses such as, but not limited to, printing, reproduction, and messenger services. All such Allowable Reimbursable Expenses shall be invoiced monthly.

ARTICLE 9: TERM

This Agreement shall be for the term of 6 months commencing on June 10, 2009 and ending on December 31, 2009, with the exception of the return for warranty services work. Services under this Agreement shall be diligently performed by the CM. Any extension to the Agreement shall be mutually agreed to in writing between DISTRICT and CM.

## ARTICLE 10: TERMINATION

- 10.1 Termination for Convenience. DISTRICT may, at any time, for any reason, upon thirty (30) calendar days advance written notice, terminate this Agreement and compensate CM only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CM on the date specified on said notice.
- 10.2 Termination for Cause. 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 CM; or (b) any act by CM exposing the DISTRICT to liability to others for personal injury or property damage; or CM is adjudged a bankrupt, CM makes a general assignment for the benefit of creditors or a receiver is appointed on account of CM'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 CM. 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 11: INSURANCE AND INDEMNITY

- 11.1 CM Insurance.
- 11.1.1 Workers' Compensation and Employers Liability Insurance. CM 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 CM may be liable. CM 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 CM. The Employer's Liability Insurance required of CM hereunder may be obtained by CM as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by CM hereunder.
- 11.1.2 Commercial General Liability and Property Insurance. CM shall purchase and maintain Commercial General Liability and Property Insurance as will protect CM from the types of claims set forth below which may arise out of or result from CM's services under this Agreement and for which CM may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CM'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 CM, 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 CM's obligations under this Agreement; and (vi) for completed operations. DISTRICT shall be named as additional insured under CM's Commercial General Liability and Property Insurance policies.

11.1.3 Professional Liability Insurance. CM will procure and maintain professional liability insurance covering claims arising out of the performance of services under this Agreement.

11.1.4 Coverage Amounts. Minimum coverage amounts for policies of insurance obtained by the CM 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

11.1.5 Policy Endorsements; Evidence of Insurance. CM shall deliver certificates of insurance and applicable endorsements naming the DISTRICT, the Board of Trustees, and DISTRICT's employees, officers, and agents as additional insureds 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.

11.2 Indemnity.

11.2.1 CM Indemnity of District. CM 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 CM's services hereunder or the negligent, willful acts or omissions or other conduct of CM. 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 CM's obligations hereunder shall survive termination of this Agreement and the completion of obligations hereunder.

11.2.2 DISTRICT Indemnity of CM. The DISTRICT shall indemnify, defend and hold harmless CM from all claims, demands, liabilities, actions and causes of action arising out of this Agreement, including without limitation, claims for bodily injury, death, and 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) which arise out of the negligent or willful acts, or omissions of the DISTRICT.

ARTICLE 12: ASSIGNMENT

The obligations of the CM pursuant to this Agreement shall not be assigned by the CM. There are no third party beneficiaries of this Agreement and no one except the parties to the Agreement may seek to enforce its terms. The DISTRICT and the CM each bind themselves, their successors, and legal representatives to the terms of this Agreement.

ARTICLE 13: GENERAL

13.1 Headings; Captions. Headings and captions used in this Agreement are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CM and DISTRICT hereunder.

13.2 Cumulative Rights; No Waiver. Duties, rights and obligations in this Agreement are in addition to and not in lieu of any imposed by or available at law or in equity. The failure of DISTRICT or CM 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 a term or condition.

13.3 Notices. Any notices or demands to be given under this Agreement by either party to the other, shall be in writing and shall be valid only if addressed to the other as set forth below or as modified by notice as

provided 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 (3<sup>rd</sup>) working day after deposit in the United States Mail. Notices hereunder shall be addressed as follows:

If to District:

Brandye K. D'Lena  
Director of Facilities Planning & Purchasing  
South Orange County CCD  
28000 Marguerite Parkway  
Mission Viejo, CA 9262

Copy: John Ozurovich

If to CM:

Charlie Merrick  
Vice President of Construction  
gkkworks  
2355 Main Street, Suite 220  
Irvine, CA 92614

- 13.4 Disputes. In the event of a dispute between the parties as to performance of the services, the interpretation of this Agreement, or payment or nonpayment for services performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CM agrees to continue to diligently perform and provide services hereunder until completion of the Project. If the dispute is not resolved, CM agrees it will neither rescind this Agreement nor stop the progress of the work on the Project. The DISTRICT and CM agree that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

- 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 CM 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 CM, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit by the State Auditor at the request of the DISTRICT or as part of any audit of/by the DISTRICT for a period of three (3) years after final payment is made under this Agreement. During this time, CM shall maintain accounting records and make them available upon request by the DISTRICT for reproduction or inspection.
- 13.7 Confidentiality. The CM shall not disclose or permit the disclosure of any confidential information, as identified by the District.
- 13.8 Definitions.
- 13.8.1 Architect. The Architect is **R2A Architects**. References to the Architect include its consultants retained to provide services for the Project.
- 13.8.2 Construction Budget. The Construction Budget is the total cost allocated by the District for bidding and construction of the Project by the Contractor, exclusive of fees and costs of the Architect, CM and other consultants of the DISTRICT, Site acquisition costs and the costs of furniture, furnishing and/or equipment for the Project which are not included in the scope of the Contract. The Construction Budget established by the DISTRICT may be modified by the DISTRICT from time-to-time.
- 13.8.3 Construction Cost Estimates. Construction Cost Estimates are estimates of the then current cost of labor, materials, equipment and services plus a reasonable allowance for the Contractor profit, overhead and administrative cost as necessary to complete construction of the Project in accordance with the Design Documents. Construction Costs Estimates shall include a reasonable allowance for contingencies relating to market conditions at the time of solicitation of bids for the Project and changes in the work during construction of the Project. The allowance for contingency costs shall be consistent with the contingency established by the DISTRICT in the Project Budget, if any.
- 13.8.4 Construction Costs. The costs of labor, materials, equipment (inclusive of the Contractor's administrative costs/profit) necessary to complete construction of the Project.
- 13.8.5 Contract. The contract for construction awarded by the DISTRICT to a Contractor for the construction of the Project.
- 13.8.6 Contractor. The contractor awarded the Contract by the DISTRICT for construction of the Project.

- 13.8.7 Design Documents. The Drawings, Specifications, calculations and other work product and instruments of service prepared by or on behalf of the Architect for the Project. Design Documents include surveys, soil reports and other documents prepared for the Project by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.
- 13.8.8 Final Completion. Final Completion is when all of the work on the Project has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract for the Project.
- 13.8.9 Master Construction Schedule. The Master Construction Schedule is the written or graphic description of the scheduling, sequencing and interrelationships of activities necessary to complete the Contract. The Master Construction Schedule is prepared by the CM after completing negotiations with the Contractor and must be accepted by the DISTRICT.
- 13.8.10 Project Budget. The Project Budget is the total cost allocated by the District for the construction and all associated fees and costs including but not limited to Architect, CM and other consultants, Site acquisition costs, bidding and advertising, plan approvals, permits, testing, inspection and the costs of furniture, furnishing and/or equipment. The Project Budget established by the DISTRICT may be modified by the DISTRICT from time to time.
- 13.8.11 Site. The physical area for construction and activities relating to construction of the Project.
- 13.8.12 Submittals. Shop drawings, product data or samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work on the Project.
- 13.8.13 Substantial Completion. Substantial Completion is when the work on the Project has been completed and installed and the work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
- 13.9 Independent Contractor. CM, in the performance of this Agreement, shall be and act as an independent contractor. CM 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 Workers' Compensation. CM 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. CM 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 CM'S employees.
- 13.10 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. CM 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 CM, CM'S business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.

- 13.11 Permits/Licenses. CM and all CM'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.
- 13.12 Nondiscrimination. CM agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, mental status or age of such persons.
- 13.13 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the DISTRICT and CM 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 CM. This Agreement and the following enumerated documents constitute the entirety of the Agreement: The RFP, the RFP Response, Exhibit "A" and Exhibit "B".
- 13.14 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 made in and shall be performed in Orange County, California.

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

"DISTRICT"

"CM"

South Orange County Community College District

gkkworks

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Gary Poertner

Name: \_\_\_\_\_

Title: Deputy Chancellor

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

**CM Compensation**  
**Hourly Rate Consideration for Additional Services**  
**General Conditions**

**South Orange County Community College District  
Saddleback College Village Expansion  
gkkworks CM Services Proposal**

Assume 160 Calendar Day Duration per Current Construction Bid Documents

Start: 6/10/09

End: 11/17/09

Item Description	2009												Total Cost
	June	July	August	Sept	October	Nov	Dec	Warranty					
Construction													
Closeout													

**Staff**

Position	Individual	Rate	June	July	August	Sept	October	Nov	Dec	Warranty	Hours	Total Cost
Project Executive	Jeff Trueman	\$165.00	8	8	4	4	4	4	2	2	36	\$5,940
Project Manager	Parker Davis	\$135.00	155	155	155	155	155	78	20	20	1028	\$138,780
Staffing Subtotal											\$22,245	\$22,245
General Conditions Subtotal											\$3,030	\$3,030
Total Staffing											\$25,275	\$25,275
Total Staffing and General Conditions											\$28,305	\$28,305

**General Conditions**

Jobsite Trailer	\$1,200	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$800	\$0	\$4,000	
Supplies	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$0	\$700	
Telephone/DSL Service	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$0	\$1,050	
General Conditions Subtotal											\$1,450	\$1,450
Total General Conditions											\$1,450	\$1,450

<b>Total Fee (NTE)</b>	<b>\$23,695</b>	<b>\$22,895</b>	<b>\$22,235</b>	<b>\$22,235</b>	<b>\$22,235</b>	<b>\$22,235</b>	<b>\$22,235</b>	<b>\$22,235</b>	<b>\$11,910</b>	<b>\$3,030</b>	<b>\$150,470</b>
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**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** SOCCCD, Saddleback College, and IVC: Speakers  
**ACTION:** Approval

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**BACKGROUND**

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

**STATUS**

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

**RECOMMENDATION**

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

Item Submitted By: *Dr. Raghu Mathur, Chancellor, & Dr. Tod A. Burnett and Dr. Glenn R. Roquemore, Presidents*

**SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT**

**SOCCCD**

<b>Date of Presentation</b>	<b>Speaker Name</b>	<b>Topic</b>	<b>Brief Biography</b>	<b>General Fund Cost (Honorarium/Travel)</b>
8/18/2009	Dr. Michael Drake	Role of higher education in today's national and global economy	Chancellor, University of California, Irvine	-0-

**SADDLEBACK COLLEGE**

<b>Date of Presentation</b>	<b>Speaker Name</b>	<b>Topic</b>	<b>Brief Biography</b>	<b>General Fund Cost (Honorarium/Travel)</b>
				-0-

**IRVINE VALLEY COLLEGE**

<b>Date of Presentation</b>	<b>Speaker Name</b>	<b>Topic</b>	<b>Brief Biography</b>	<b>General Fund Cost (Honorarium/Travel)</b>
6/12/09	Robert Campbell	Spinal Posture, Carpal Tunnel Syndrome, Headache Controls	Graduate of Palmer College of Chiropractic, Davenport, Iowa. He served as President of the Orange County Chiropractic Society from 1993-95, and received the prestigious "Doctor of the Year Award" in 1994. Other professional awards and achievements include: Out-standing Young Men of America Award (1985) and "Who's Who in California" (1986-87) for superior leadership and exceptional service in the chiropractic field.	\$350.00 Honorarium

Exhibit A

6/12/09	Danette Crippen	Healing Powers of Massage Therapy	She is a nationally certified massage therapist currently employed at Spa Gregorie's Day Spa and Salon in Rancho Santa Margarita, CA, one of Orange County's premier spas. She specializes in Swedish, deep tissue, pregnancy and oncology massages.	\$350.00 Honorarium
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**TO:** Board of Trustees

**FROM:** Dr. Raghu P. Mathur, Chancellor

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

**ACTION:** Approval

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### **BACKGROUND**

The district's telephone and high-speed data network is supported on Cisco Infrastructure. The current maintenance agreement on the Cisco Network Equipment expires on June 30, 2009.

### **STATUS**

District IT staff has determined there is a need for renewal of the maintenance agreement for the district-wide telecommunications system. Metronome Inc. of Irvine, California, is a qualified Cisco maintenance vendor and maintenance contract pricing is available under California Multiple Award Schedule, Contract No. 3-05-70-1868C. The purchase price of the maintenance agreement (Exhibit A) is \$182,725.65, and funds are available through an established general fund account.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the renewal of a maintenance agreement for the district-wide telecommunications system for the 2009-10 academic year with Metronome, Inc. of Irvine, California, using the California Multiple Award Schedule, at a cost of \$182,725.65.



QUOTE

**Metronome Inc**  
 2154 Michelson Drive - Suite A - Irvine, CA 92612  
 Phone: 800 710-6770 - Fax: 714 429-0031  
 Email: myrna.santana@metronome.net

Date	Quote #
03/04/09	BJCSQ1509

**Sold To:** South Orange County Community C  
 Jeff Dorsz  
 28000 Marguerite Parkway  
 Mission Viejo, Ca 92692  
 US  
  
**Phone:** 949-582-4331  
**Fax:** 949-347-1284

**Ship To:** South Orange County Community C  
 Jeff Dorsz  
 28000 Marguerite Parkway  
 Mission Viejo, Ca 92692  
 US  
  
**Phone:** 949-582-4331  
**Fax:** 949-347-1284

Cisco Systems Partner of the Year for Innovation 2004, 2005 & 2006  
 California Multiple Awards Schedule Participant (CMAS)  
 CMAS Product Contract# : 3-05-70-1868C  
 CMAS Services Contract# : 3-05-70-1868B  
 Disabled Veteran Business Enterprise (DVBE) - CMAS Program Fees Waived !!! (3% of Bid)  
 Designated Small Business (SB)  
 Western States Contracting Alliance (WSCA) Contract# : 7-08-70-13

Terms	Rep	P.O. Number	Ship Via
NET 30	BriantBates		

Ln #	Qty	Manufacturer	Description	Unit Price	Ext. Price
1			<b>SOC CCD Annual Contract</b> <b>Begin Date: 07-1-08, End Date: 6-30-09</b>		
2	68	CON-SNT-SMS-1000	Cisco SmartNet 8x5xNBD	\$700.00	\$47,600.00
3	9,810	CON-SNT-SMS-1	Cisco SmartNet 8X5XNBD Contract: 2667922 Quote: Q10915464 Begin Date: 07-1-09, End Date: 6-30-10 Product Number                      Serial Number PIX-515E-UR-FE-BUN    88808025335 WS-SVC-NAM-2=                      SAD083209LE WS-C6513                      SAL0827BAZZ CVPN3030-RED-BUN    CAM08360166 PIX-515E-FO-FE-BUN    88808360800 WS-SVC-NAM-2=                      SAD08290GMX WS-C6513                      SAL08249ZVU WS-C6513                      SAL08249ZW0 WS-SVC-NAM-2=                      SAD08280G6A WS-C6513                      SAL0826ARN2 PIX-515E-UR-FE-BUN    88808381547 PIX-515E-UR-FE-BUN    88808381532 CVPN3030-RED-BUN    CAM08374817 PIX-515E-FO-FE-BUN    88808380247 WS-C6509                      SMG0839A863 WS-SVC-FWM-1-K9    SAD083501CW WS-C6509                      SAL08332DLE  Begin Date: 07-1-09, End Date: 2-16-10 MCS-7835H-3.0-IPC1    EA0PMKP23C	\$0.70	\$6,867.00



Ln #	Qty	Manufacturer	Description	Unit Price	Ext. Price
			Begin Date: 07-1-09, End Date: 3-03-10 CSACSE-1111-K9 M02ALJHG3D CSACSE-1111-K9 M02YLJHG37		
4	8,156	CON-SNT-SMS-1	Begin Date: 07-1-09, End Date: 5-02-10 MCS-7825H-3.0-IPC1 M01ALJHC3G Cisco SmartNet 8X5XNBD Quote: Q10915289 Contract: 3898753	\$0.70	\$5,709.20
5	665	CON-SNT-SMS-1	Begin Date: 7-01-09, End Date: 6-30-10 Product Number Serial Number ASA5540-BUN-K9 JMX1146L1VF ASA5540-BUN-K9 JMX1146L1VE ASA5540-BUN-K9 JMX1147L0EY ASA5540-BUN-K9 JMX1205L1GF Cisco SmartNet 8X5XNBD Quote: Q10915774 Contract: 4299731	\$0.70	\$465.50
6	487	CON-SNTE-SMS-1	Begin Date: 11-17-09, End Date: 2-16-10 Product Number Serial Number MCS-7835H-3.0-IPC1 EA5JMKP23F MCS-7835H-3.0-IPC1 EA4RMKP23F MCS-7835H-3.0-IPC1 EA7MMKP23F Cisco SmartNet Enhanced 8x5x4 Quote#: Q10915281 Contract #3637800	\$0.70	\$340.90
7	22	CON-SU1-SMS-1000	Begin Date: 7-01-09 End Date: 6-30-10 Product Part Number Serial Number WS-C3750-24PS-S CAT1011R485 Cisco SmartNet IPS Service, AR NBD	\$700.00	\$15,400.00
8	9,404	CON-SU1-SMS-1	Cisco SmartNet IPS Service, AR NBD Quote: Q7774902 Contract: 2902410 Begin Date: 7-1-09, End Date: 6-30-10 Product Number Serial Number WS-SVC-IDS2BUNK9= SAD080105AE WS-SVC-IDS2BUNK9= SAD08010572 WS-SVC-IDS2BUNK9= SAD080704SY WS-SVC-IDS2BUNK9= SAD081407KA IDS-4235-K9 137R751 IPS-4240-K9 JMX0945K0PG	\$0.70	\$6,582.80
9	28	CON-SNTP-SMS-1000	Cisco SmartNet 24X7X4 SNTP	\$700.00	\$19,600.00
10	9,024	CON-SNTP-SMS-1	Cisco SmartNet 24X7X4 QUOTE: Q10915471 CONTRACT: 3008405 Begin Date: 7-1-09 End Date: 6-30-10 Product Number Serial Number WS-C6513 SAL0826AX53 WS-C6513 SAL0826ARK7 ASA5510-SEC-BUN-K9 JMX1102K29S ASA5510-SEC-BUN-K9 JMX1102K29T	\$0.70	\$6,316.80
11	8,821	CON-SNTP-SMS-1	Begin Date: 7-1-09 End Date: 2-10-10 MCS-7835H-3.0-ECS1 EA1LMKP63H MCS-7845H-3.0-ECS2 EA02MKP73H Cisco SmartNet 24X7X4 QUOTE: Q7769790 CONTRACT: 3008405 Begin Date: 7-01-09 End Date: 6-30-10 Product Number Serial Number WS-C6506 CNDQASSGAA	\$0.70	\$6,174.70
12	8,821	CON-SNTP-SMS-1	Cisco SmartNet 24X7X4 QUOTE: Q10915766 CONTRACT: 4088335 Begin Date: 7-01-09 End Date: 6-30-10 Product Number Serial Number WS-C6506 SAL1032XM7U	\$0.70	\$6,174.70
13	24	CON-ESW-SMS-1000	Cisco Smartnet Essential Software Coverage	\$700.00	\$16,800.00
14	9,962	CON-ESW-SMS-1	Cisco SmartNet Essential Software Coverage Quote: Q10915501 Contract: 3654927	\$0.70	\$6,973.40

Ln #	Qty	Manufacturer	Description	Unit Price	Ext. Price
			Begin Date 7-01-09 End date: 6-30-10 Product Number#: CM4.0-K9-7835= (2) KEY-CER1.2-100= (5) SW-CER-1.2-SVR= (2) UNITY-VM-USR (2164) CM4.0-K9-7835= (5) KEY-CER1.2-100= (10) SW-KEY-CCC20-60= CM4.0-K9-7825=		
15			SubTotal		\$145,005.00
16			<b>Unified Communications Software Subscription</b> <b>Cisco Unified Communications Software Subscription allows you to purchase major software version upgrades of various Cisco Unified Communications Products. The Cisco Unified Communications software subscription applies only to upgrades for major releases (providing major architectural changes or feature enhancement or functions). Minor upgrades and maintenance release upgrades are part of Cisco Unified Communications Essential Operate Service and select operate service.</b>		
17	1	UCSS-ER	Cisco UCSS for Emergency Responder High Level Part Number -(1700) Licenses	\$0.00	\$0.00
18	1	UCSS-ER-1-1K=	Cisco UCSS Emergency Responder 1 year 1,000 users	\$560.00	\$560.00
19	7	UCSS-ER-1-100	Cisco UCSS Emergency Responder 1 Year 100 Users	\$56.00	\$392.00
20	1	UCSS-UCM	Cisco top level SKU, Unified CallManager software subscription (2182) licenses	\$0.00	\$0.00
21	2	UCSS-UCM-1-1K	Cisco UCSS for UCM for one year-1,000 User	\$4,025.00	\$8,050.00
22	1	UCSS-UCM-1-100	Cisco UCSS for UCM for one year-100 users	\$507.50	\$507.50
23	9	UCSS-UCM-1-10	Cisco UCSS for UCM for One Year-10 users	\$56.00	\$504.00
24			<b>SADDLEBACK Contracts</b>		
25	3	CON-SAU-SMS-1000	Cisco SmartNet Software Application Support w/ Upgrades	\$700.00	\$2,100.00
26	9,779	CON-SAU-SMS-1	Cisco SmartNet Software Application Support w/Upgrades Quote: Q10915296 Contract: 3320232 Begin Date:7-01-09 End Date: 6-30-10 Product Number WCS-APLOC-500 CCA-SVR-500-K9 CCA-MGR-K9	\$0.70	\$6,845.30
27	8,560	CON-SNT-SMS-1	Cisco SmartNet 8X5XNBD Quote: Q10915378 Contract: 3352730 Begin Date: 7-01-09, End Date: 6-30-10  Product Number Serial Number AIR-LOC2710-L-K9 QCN2049000M WS-SVC-WISM-1-K9= SAD104707T4 WS-SVC-WISM-1-K9= SAD1051006C	\$0.70	\$5,992.00
28	3,848	CON-SNT-SMS-1	Cisco SmartNet 8X5XNBD Quote: Q10915399 Contract: 3917480 Begin Date: 7-01-09, End Date: 6-30-10	\$0.70	\$2,693.60

Ln #	Qty	Manufacturer	Description	Unit Price	Ext. Price
29	1,274	CON-SNTP-SMS-1	Product Number      Serial Number AIR-WLC4404-100-K9    FLS0950H08Y CCA-3140-H1            MX26080051 CCA-3140-H1            MX26080054 Cisco SmartNet 24X7X4 Quote: Q10915389 Contract: 3352765 Begin Date: 7-01-09, End Date: 6-30-10 Product Number      Serial Number CCA-3140-H1            MX2644029R CCA-3140-H1            MX264402BR SubTotal	\$0.70	\$891.80
30					\$28,536.20
31			<b>IVC Contracts</b>		
32	1	CON-SU1-SMS-1000	Cisco SmartNet IPS Service, AR NBD	\$700.00	\$700.00
33	9,798	CON-SU1-SMS-1	Cisco SmartNet IPS Service AR NBD Quote: Q7770664 Contract: 2902410 Begin Date: 7-1-09, End Date: 6-30-10 Product Number      Serial Number WS-SVC-IDS2-BUN-K9    SAD081803AN WS-SVC-IDS2-BUN-K9    SAD0831042T Cisco SmartNet Software Application Support w/Upgrades Quote: Q10915265 Contract: 3066024 Begin Date: 7-01-09    End Date: 6-30-10 Product Number CCA-MGR-LT-K9 CCA-SVR-100-K9 SubTotal	\$0.70	\$6,858.60
34	1,214	CON-SAU-SMS-1		\$0.70	\$849.80
35					\$8,408.40
				SubTotal	\$181,949.60
				Sales Tax	\$776.05
				Shipping	\$0.00
				<b>Total</b>	<b>\$182,725.65</b>



# METRONOME

METRONOME.NET

## PAYMENT TERMS

Date	Quote #
03/04/09	BJCSQ1509

Pricing on all items will be good for 15 days from date listed above. Sales tax, travel and additional shipping & handling charges will apply. Please see your Scope of Work for additional travel expenses. All prices are subject to change without notice and will be established at time of order acceptance by Metronome. Order acceptance and sale by Metronome occurs at time of shipment. Prices for backordered items are not guaranteed. If you find this quote acceptable and would like to order these parts, please sign below, give a purchase order number (you may use the date as the number if you don't have a PO system) and then fax or mail a copy to (714) 429-0038 or the address above, respectively. Purchases over \$5,000 may require the execution of a Metronome sales agreement.

1. Metronome agrees to sell to Customer and Customer agrees to buy from Metronome the Equipment listed above, in accordance with the following terms and conditions:
2. Equipment shall be located at the premises shown in the 'Sold To' address above:
3. Customer shall purchase the equipment as follows:
4. Upon the execution of agreement the customer agrees to pay Metronome as follows:

THIS AGREEMENT SHALL BECOME EFFECTIVE AND BINDING FOR THE PURCHASER AND METRONOME ONLY UPON APPROVAL, ACCEPTANCE AND EXECUTION HEREOF BY THE PURCHASER AND METRONOME. METRONOME MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. THIS EQUIPMENT SALES AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH REGARD TO THE SUBJECT MATTER HEREOF, AND METRONOME IS NOT BOUND BY ANY REPRESENTATIONS OR INDUCEMENTS NOT SET FORTH HEREIN. PURCHASER ACKNOWLEDGES HAVING READ THE TERMS AND CONDITIONS HEREIN, AND AGREES TO BE BOUND THEREBY.

\_\_\_\_\_  
Customer Name Here

\_\_\_\_\_  
Metronome Authorization Here

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** SOCCCD: Trustees' Requests for Attending Conferences  
**ACTION:** Approval

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**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)
Learning College Summit 2009 Arizona Biltmore Resort & Spa Phoenix, Arizona	June 14-17, 2009 (4)	\$1,900.00

\* 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:** Dr. Raghu P. Mathur, Chancellor  
**RE:** SOCCCD: Destruction of Class 3 Disposable Records  
**ACTION:** Approval

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**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, 2009

Payroll

Hourly Time Cards All Prior to Fiscal Year 2004 – 2005

Business Services

Vendor Account Payable Files	All Prior to Fiscal Year 2001 – 2002
Cash Receipts	All Prior to Fiscal Year 2001 – 2002
Grant Project Accounts	All Prior to Fiscal Year 2001 – 2002
Cash Disbursements	All Prior to Fiscal Year 2001 – 2002
Financial Aid Check Copies	All Prior to Fiscal Year 2001 – 2002
Student Refunds	All Prior to Fiscal Year 2001 – 2002
District Depository	All Prior to Fiscal Year 2001 – 2002
Warrant Registers	All Prior to Fiscal Year 2001 – 2002
Journal Entry	All Prior to Fiscal Year 2001 – 2002
Warrant Disbursements	All Prior to Fiscal Year 2001 – 2002



**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** SOCCCD: Purchase Orders/Confirming Requisitions  
**ACTION:** Approval

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**BACKGROUND**

In accordance with the provisions of Article 4 of Chapter 8 of the California Education Code, commencing with Sections 85230, purchase orders/confirming requisitions, and purchase order change order listings are submitted for approval of the Board of Trustees.

**STATUS**

Purchase orders processed in accordance with the general priorities of the adopted budget and numbered P09-04430 through P09-04912 amounting to \$2,684,741.54 and P10-00030 through P10-00053 amounting to \$173,756.53 are submitted to the Board of Trustees for approval. Confirming requisitions dated April 8, 2009 through May 5, 2009 totaling \$88,647.10 are also submitted.

**RECOMMENDATION**

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

BOARD OF TRUSTEES PURCHASE ORDER LISTING

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Purchase Order Numbers P09-04430 Through P09-04912

PO #	Vendor Name	Purchase Order Description	Total Cost
P09-04430	CDW COMPUTER CENTERS	Portable Projector/Case/Spare Lamp	\$918.95
P09-04431	ACADEMIC SUPERSTORE	MindManager Software	\$932.67
P09-04432	GOLF VENTURES WEST	NEW EQUIPMENT - MOWER	\$72,500.67
P09-04433	NURSERY MAID	EQUIPMENT FOR CDES	\$3,509.36
P09-04434	CRUCIAL TECHNOLOGY	MEMORY FOR PE 1750 SERVER	\$141.35
P09-04435	SMITH, DANIEL INC.	PAINTING TABORETS	\$4,566.85
P09-04436	K-LOG COMPANY, INC.	Desk for Reading Dept. in CC6	\$1,708.70
P09-04437	DELL MARKETING	HARD DRIVES FOR SAN SERVER	\$20,875.65
P09-04438	PANASONIC	Panasonic Cameras HVX 200	\$20,093.75
P09-04439	AUTOMOTIVE WORKWEAR	SAFETY SUPPLIES FOR PREPROOM	\$22.66
P09-04440	B & P SERVICES, INC.	FURNISH AND INSTALL NEW VAV BOX FOR CONF	\$2,460.00
P09-04441	UNITED INTERIORS	CHAIRS FOR CLASSIFIED STAFF	\$3,781.89
P09-04442	VENDINI, INC.	Ticket Paper Stock for PAC	\$236.63
P09-04443	LAB SAFETY SUPPLY CO.	SAFETY SUPPLIES FOR PREPROOM	\$195.60
P09-04444	UNITED INTERIORS	Chairs	\$1,521.63
P09-04445	WITMER PUBLIC SAFETY GROUP	SAFETY SUPPLIES FOR STUDENT LABS	\$995.41
P09-04446	HALO/LEE WAYNE CORPORATION	INSTRUCTIONAL SUPPLIES	\$1,591.36
P09-04447	AMER. 3B SCIENTIFIC	DRAWING & PAINTING MODELS	\$798.23
P09-04448	BLICK, DICK COMPANY	FEE BASE ART SUPPLIES - SUMMER 2009	\$79.27
P09-04449	R2A ARCHITECTURE	ARCHITECTURAL SERVICES FOR FINE ARTS	\$54,250.00
P09-04450	SKORA ELECTRIC	Electrical Work	\$9,925.00
P09-04451	TROXELL COMMUNICATIONS, INC.	PROJECTORS FOR A300 RENOVATION	\$22,503.51
P09-04452	TROXELL COMMUNICATIONS, INC.	PROJECTOR FOR A300 RENOVATION	\$19,776.06
P09-04453	BROUGHTON, AMANDA	Guest Artist	\$100.00
P09-04454	DUBOIS, ASHLEY	Guest Artist	\$75.00
P09-04455	BOARD OF REGISTERED NURSING	SCHOLARSHIP FOR LICENSURE	\$105.00
P09-04456	DANCE EQUIPMENT INTERNATIONAL	Ballet Barres	\$871.09
P09-04457	FISHER SCIENTIFIC	PHLEBOTOMY SUPPLIES	\$1,436.45
P09-04458	APPLE COMPUTER, INC.	System Upgrades for Graphic Designer	\$812.33
P09-04459	PACIFIC RADIO ELECTRONICS	Photography supplies	\$79.03
P09-04460	INDUSTRIAL DISTRIBUTION GROUP	TOOL EQUIPMENT	\$515.70
P09-04461	JOSTEN'S	Commencement cap/gown order #1	\$294.47
P09-04462	COMPUTERLAND CORPORATE OFFICE	PHOTOSHOP SOFTWARE	\$2,078.26
P09-04463	SAMY'S CAMERA	Photo paper	\$15.23
P09-04464	GANDER-PRINTCO*****	One color stationery A&R	\$356.22
P09-04465	VWR INTERNATIONAL, INC.	ASTRONOMY SUPPLIES	\$251.48
P09-04466	KAPLAN INC.	TOEFL Software for ESL Labs.	\$454.95
P09-04467	SLIDE PRESENTATION PUBLISHERS	Dept. Resource	\$4,972.35
P09-04468	TOOL DEPOT	ELECTRICAL TOOLS	\$4,279.31
P09-04469	VWR INTERNATIONAL, INC.	BIOLOGY SUPPLIES	\$821.55
P09-04470	PASCO SCIENTIFIC	PHYSICS EQUIPMENT	\$2,532.57
P09-04471	WALLCUR, INC.	Supplies for Paramedic Students	\$165.08
P09-04472	BLICK, DICK COMPANY	Tables/Chairs for Campus Beautification	\$27,193.59
P09-04473	DONNALLEY RECEIVABLES, INC.	PS 400 Pressure Sealer	\$14,105.00
P09-04474	SCHOOLOUTFITTERS.COM	stools for CACT	\$637.03
P09-04475	SJM INDUSTRIAL RADIO	EMER PREPAREDNESS RADIOS,ANTENNA	\$7,919.51
P09-04476	ORIENTAL TRADING COMPANY, INC.	SUPPLIES FOR SSG EVENT	\$63.35
P09-04477	OCEANSIDE PHOTO & TELESCOPE	ASTRONOMY SUPPLIES	\$500.19
P09-04478	INSIGHT MEDIA	Instructional video	\$170.98
P09-04479	SMITH, DANIEL INC.	STUDENT ART SUPPLIES	\$209.07
P09-04480	GALE SUPPLY COMPANY	CUSTODIAL SUPPLIES	\$871.09
P09-04481	GROUNDS FOR PLAY	Play Ground Equipment	\$7,246.80
P09-04482	POWERTRON BATTERY CO.	BATTERY	\$198.89
P09-04483	CORPORATE BUSINESS INTERIORS	NON-INSTRUCTIONAL COMPETITIVE EQUIP	\$9,184.26
P09-04484	OC PUBLIC AFFAIRS ASSOCIATION	2009 Membership renewal for OCPAA	\$50.00

## BOARD OF TRUSTEES PURCHASE ORDER LISTING

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Purchase Order Numbers P09-04430 Through P09-04912

PO #	Vendor Name	Purchase Order Description	Total Cost
P09-04485	SADDLEBACK VALLEY U.S.D.	tech prep expense	\$3,000.00
P09-04486	GRAYBAR ELECTRIC CO.	ELECTRICAL SUPPLIES	\$1,037.48
P09-04487	SKYLINE DOCUMENT SOLUTIONS INC	ATEP Project	\$2,483.64
P09-04488	GLOBAL INDUSTRIAL EQUIPMENT	SUPPLIES	\$656.78
P09-04489	ATI	ATI TESTING	\$487.00
P09-04490	SOLTERO, ELIZABETH	417907 SCHOLARSHIP FOR STUDENT	\$251.00
P09-04491	OC REGISTER	ONLINE ADVERTISING	\$499.00
P09-04492	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	\$934.27
P09-04493	FISHER SCIENTIFIC	CHEMISTRY SUPPLIES	\$1,301.43
P09-04494	FISHER SCIENTIFIC	CHEMISTRY SUPPLIES	\$303.27
P09-04495	POSITIVE PROMOTIONS	PROMOTIONAL FOR NURSING PROGRAM	\$202.26
P09-04496	SIGMA ALDRICH CHEMICAL CO	BIOLOGY GLASSWARE	\$397.99
P09-04497	FISHER SCIENTIFIC	BIOLOGY GLASSWARE	\$1,130.01
P09-04498	INSIGHT MEDIA	DVD for HS Criminology Course	\$180.86
P09-04499	SCANTRON CORPORATION	Scantron forms	\$150.74
P09-04500	OC PRINTING CO.	RECYCLED GROCERY TOTES -2ND ORDER	\$683.35
P09-04501	OC PRINTING CO.	BRITE LINER GRIP HIGHLIGHTERS	\$577.67
P09-04502	SIGMA ALDRICH CHEMICAL CO	BIOLOGY SUPPLIES	\$405.89
P09-04503	SCI MUSIC PRODUCTS	Floor stand Key/Note visualizer	\$463.91
P09-04504	HEALTH PROMOTIONS NOW	Purchase promo items for division	\$447.60
P09-04505	FLASH WHOLESALE, LLC	Purchase promo items for division	\$1,531.69
P09-04506	ISLAND PROMOTIONAL PRODUCTS	EOPS Promotional items	\$540.56
P09-04507	SPECTRUM LABORATORY PRODUCTS	CHEMISTRY SUPPLIES	\$616.59
P09-04508	VWR INTERNATIONAL, INC.	CHEMISTRY SUPPLIES	\$505.76
P09-04509	SIGMA ALDRICH CHEMICAL CO	CHEMISTRY SUPPLIES	\$130.66
P09-04510	VWR INTERNATIONAL, INC.	CHEMISTRY SUPPLIES	\$41.77
P09-04511	SMITH PIPE & SUPPLY, INC.	GROUNDS SUPPLIES	\$1,829.35
P09-04512	ACCENT SIGN	flag pole repair	\$515.29
P09-04513	PROFORCE LAW ENFORCEMENT	LAW ENFORCEMENT EQUIPMENT	\$2,332.69
P09-04514	W. W. GRAINGER INC.	AIR COMPRESSOR	\$639.33
P09-04515	IWASAKI IMAGES OF AMERICA	DRAWING & PAINTING MODELS	\$1,995.66
P09-04516	MARCIVE, INC.	Library database service	\$6,010.00
P09-04517	IMAGE PRINTING SOLUTIONS	Non-window envelopes	\$150.08
P09-04518	SANTA ANA UNIFIED SCHOOL DIST.	Transportation reimbursement Senior Day	\$3,006.72
P09-04519	SANTA ANA UNIFIED SCHOOL DIST.	Transportation reimbursement Senior Day	\$740.88
P09-04520	R.M. SYSTEM, INC.	CAMPUS WIDE FIRE ALARM NETWORK	\$47,900.00
P09-04521	COURTNEY, MARY M.	TRAINING/CONSULTING SERVICES	\$400.00
P09-04522	BEN'S ASPHALT & SEAL COATING	MOLD REMEDIATION	\$13,805.00
P09-04523	BEACH PAVING	CUSTODIAL WAREHOUSE CONCRETE	\$5,125.00
P09-04524	BEACH PAVING	POWERHOUSE 4 LOT RESURFACING	\$7,700.00
P09-04525	COASTLINE ROP	Payment to Coastline ROP	\$1,400.00
P09-04526	SADDLEBACK COLLEGE BOOKSTORE	Cap & Gown for EOPS Eligible students	\$896.00
P09-04527	WORLDWIDE INSTALLATIONS	INSTALL DECALS ON NEW 09'CHARGER & 05' F	\$700.00
P09-04528	CAREER AMERICA, LLC	Basic Service Renewal	\$3,500.00
P09-04529	FOSTER CARE AUXILIARY OF OC	WORKSHOP PRESENTER	\$120.00
P09-04530	MENDOZA, JOSEPH JAY	WORKSHOP PRESENTER	\$210.00
P09-04531	EVANS-MENDOZA, BETSEY	WORKSHOP MONITOR	\$70.00
P09-04532	GRAPHIC IMPRESSIONS, INC.	Media Guide - Men's Basketball	\$1,617.98
P09-04533	JOHN DEERE LANDSCAPES, INC.	GROUNDS SUPPLIES	\$1,156.33
P09-04534	CHEMSEARCH	GROUNDS SUPPLIES	\$796.04
P09-04535	ATLAN	shipping cost for clay donation	\$0.00
P09-04536	UNITED INTERIORS	Office Furniture	\$1,659.54
P09-04537	GILMAN GEAR	Football Chain Crew Supplies	\$114.93
P09-04538	SEHI PROCOMP COMPUTER PRODUCTS	Monitor for Executive Assistant's Work S	\$216.04
P09-04539	SEHI PROCOMP COMPUTER PRODUCTS	Printer supplies	\$205.75

BOARD OF TRUSTEES PURCHASE ORDER LISTING

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Purchase Order Numbers P09-04430 Through P09-04912

PO #	Vendor Name	Purchase Order Description	Total Cost
P09-04540	SEHI PROCOMP COMPUTER PRODUCTS	Printer Purchase	\$349.75
P09-04541	EXPENDABLES RECYCLER	Expendable supplies for student use	\$739.66
P09-04542	SEHI PROCOMP COMPUTER PRODUCTS	Printer for Writing Ctr.LIB110 B	\$789.95
P09-04543	K-LOG COMPANY, INC.	Dept. Supplies	\$426.30
P09-04544	VIDEO SERVICE OF AMERICA	Accessories for 50" Plasma Monitor	\$719.93
P09-04545	SEHI PROCOMP COMPUTER PRODUCTS	Dept. Equip.	\$579.64
P09-04546	CHEFS' TOYS	NUTRITION SUPPLIES	\$268.07
P09-04547	ALANS LAWNMOWER & GARDEN	GROUNDS EQUIPMENT	\$1,017.52
P09-04548	PROVANTAGE	New Technology Equipment	\$2,037.20
P09-04549	SEHI PROCOMP COMPUTER PRODUCTS	INSTRUCTIONAL SUPPLIES	\$292.00
P09-04550	AMBIENT, LLC	GEOLOGY SUPPLIES	\$176.22
P09-04551	NEWPORT-MESA UNIF. SCHOOL DIST	Transportation reimbursement Senior Day	\$155.46
P09-04552	COMPUTERLAND CORPORATE OFFICE	Adobe Acrobat Professional License	\$108.00
P09-04553	HANDS-ON CLAY MODELING	MODELING CLAY	\$435.00
P09-04554	STONE, LEEANN	Language Center Planning Project	\$7,500.00
P09-04555	BEE MAN	EMERGENCY BEE SERVICE	\$315.00
P09-04556	QUEZADA PRO LANDSCAPE, INC.	EMERGENCY TREE WORK FOR SENIOR DAY	\$400.00
P09-04557	BOTACH TACTICAL	WEAPON ACCESSORIES	\$850.60
P09-04558	B & M LAWN & GARDEN, INC.	GROUNDS EQUIPMENT	\$1,196.25
P09-04559	Supermediastore.com	STUDENT SUPPLIES FOR SPRING 09	\$1,114.72
P09-04560	DELL MARKETING	Tech supplies	\$2,024.83
P09-04561	WOLTERS KLUWER HEALTH	DVD FOR NURSING	\$511.88
P09-04562	LASER SOURCE	Cartridge for network printer	\$183.79
P09-04563	SMITH SYSTEMS	28 Replacement Tables for Graphics	\$10,400.25
P09-04564	DEWEY'S APPLIANCES	DISHWASHER FOR CDES	\$1,082.06
P09-04565	SADDLEBACK APPLIANCES	WASHER FOR CDES	\$503.06
P09-04566	DEWEY'S APPLIANCES	Refrigerator for Aquarium Science	\$1,087.50
P09-04567	CAL'S CAMERAS	REQUEST ASTROPHOTOGRAPHY LENS	\$138.45
P09-04568	WELLS FARGO #3317 (DISTRICT)	REQUEST DVDS TO UPDATE ASTRONOMY LIBRARY	\$107.08
P09-04569	FOTODYNE, INC.	COMPETITIVE EQUIPMENT ITEM #128	\$6,821.10
P09-04570	BROADCAST SUPPLY WORLDWIDE	Emergency Alert System for KSBR	\$2,338.87
P09-04571	BUSINESS MACHINE SECURITY	computer security hardware	\$31.75
P09-04572	COPYNET OFFICE SOLUTIONS, INC	Toner Supplies	\$160.08
P09-04573	UNITED INTERIORS	CHAIRS FOR CONFERENCE ROOM	\$1,638.91
P09-04574	CULVER-NEWLIN, INC.	COMPETITIVE EQUIPMENT ITEM	\$2,567.04
P09-04575	MC KESSON GENERAL MEDICAL	SUPPLIES FOR MEDICAL ASSISTING	\$503.78
P09-04576	MATS, MATS, MATS	Football Equipment	\$347.99
P09-04577	ELSEVIER	Materials for Paramedic students	\$1,306.38
P09-04578	FISHER SCIENTIFIC	CHEMISTRY SUPPLIES	\$1,326.87
P09-04579	PEP BOYS	SMART WASHER	\$1,942.70
P09-04580	TRAFFIC CONTROL SERVICE, INC.	NO LEFT NO U-TURN SIGN	\$25.78
P09-04581	CAL'S CAMERAS	PHOTO PAPER	\$22.30
P09-04582	ALPHAGRAPHICS	Printed Stationery	\$786.50
P09-04583	AVALON TENT & PARTY	CHAIR AND DRAPERY RENTAL FOR COMMENCEMEN	\$1,656.05
P09-04584	ARKEMA	ED TACKETT/RAPIDTECH NONINSTR SUPPL	\$4,556.24
P09-04585	PROFORCE LAW ENFORCEMENT	WEAPONS SUPPLIES	\$491.82
P09-04586	BORDERS & BOOKS	BOOK ORDER	\$135.82
P09-04587	WELLS FARGO #3317 (DISTRICT)	REQUEST VIDEO CAPTURE DEVICE FOR ASTRONO	\$66.74
P09-04588	WELLS FARGO #3317 (DISTRICT)	Equiment to support MST Classes	\$301.50
P09-04589	WELLS FARGO #3317 (DISTRICT)	SUPPLIES FOR GEOGRAPHY	\$2,521.93
P09-04590	PACIFIC LASER CORP.	CACT CLASSROOM EQUIPMENT	\$9,579.60
P09-04591	PACIFIC LASER CORP.	CACT CLASSROOM SUPPLIES	\$1,047.53
P09-04592	DELL MARKETING	REQUEST TONER FOR SM101 PRINTER	\$620.89
P09-04593	DELL MARKETING	Dell Inkjet Printer Ink	\$475.09
P09-04594	WELLS FARGO #3317 (DISTRICT)	INSTRUCTIONAL SUPPLIES	\$21.90

BOARD OF TRUSTEES PURCHASE ORDER LISTING

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Purchase Order Numbers P09-04430 Through P09-04912

PO #	Vendor Name	Purchase Order Description	Total Cost
P09-04595	TROXELL COMMUNICATIONS, INC.	Technical Supplies	\$3,125.55
P09-04596	TROXELL COMMUNICATIONS, INC.	Tech Supplies: Lamps for projectors	\$4,991.18
P09-04597	DELL MARKETING	LAPTOP COMPUTER FOR PROVOST	\$2,072.42
P09-04598	KINETIC VIDEO	Instructional DVD's for Hum. Svcs.	\$318.33
P09-04599	WELLS FARGO #3317 (DISTRICT)	Instructional Books/Int. Languages	\$61.61
P09-04600	WELLS FARGO #3317 (DISTRICT)	Books for geology	\$238.39
P09-04601	WARD'S NATURAL SCIENCE	GEOLOGY SUPPLIES/BOOKS	\$975.67
P09-04602	WELLS FARGO #3317 (DISTRICT)	GPS for Ecology Field Activities	\$251.91
P09-04603	SARGENT-WELCH	GEOLOGY/PHYSICS SUPPLIES	\$445.33
P09-04604	WELLS FARGO #3317 (DISTRICT)	Technical books.	\$34.25
P09-04605	PROMO DIRECT	Purchase Promo items for dept.	\$1,001.21
P09-04606	QUEZADA PRO LANDSCAPE, INC.	TREE CONTRACT SERVICES	\$2,150.00
P09-04607	PEARSON EDUCATION	Basic Study Skills/ESL Books	\$1,805.00
P09-04608	POWERTRON BATTERY CO.	BATTERIES FOR POLICE "GEM" CARTS	\$1,303.70
P09-04609	COMPONENT MARKETING, INC	Purchase instructional supplies.	\$35.26
P09-04610	JOHNSON, TONI CAVANAGH	BOOKLETS	\$497.00
P09-04611	INTEGRA SERVICES INTERNATIONAL	MAINTENANCE FOR SLS MACHINE	\$5,975.00
P09-04612	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	\$119.63
P09-04613	CHAMPION CHEMICAL CO.	JANITORIAL SUPPLIES	\$2,137.59
P09-04614	MENDOZA, JOSEPH JAY	WORKSHOP PRESENTER	\$420.00
P09-04615	SPECTRUM LABORATORY PRODUCTS	GEOLOGY/PHYSICS SUPPLIES	\$220.97
P09-04616	CAROLINA BIOLOGICAL SUPPLY	GEOLOGY SUPPLIES/BOOKS	\$713.40
P09-04617	DELL MARKETING	LAPTOP FOR CDES	\$555.99
P09-04618	C.W. DRIVER CONTRACTORS INC.	CONSTRUCTION MGMT SERVICE FOR ADDITIONA	\$36,036.00
P09-04619	MOLE-RICHARDSON	Bulbs for lighting kits for students	\$502.69
P09-04620	DELL MARKETING	Toner Cartridges for Reading Lab.	\$427.70
P09-04621	CHEF'S CATALOG	NUTRITION SUPPLIES	\$268.04
P09-04622	FAIR-PLAY SCOREBOARDS	Baseball Scoreboard	\$23,539.69
P09-04623	AMER. HOSPITAL ASSOCIATION	Instructional mat. for Ins. Billing & Co	\$90.21
P09-04624	ELSEVIER	Instructional mat. for Ins. Billing & Co	\$88.51
P09-04625	HGS	Tennis Courts New Equipment	\$493.73
P09-04626	SJM INDUSTRIAL RADIO	RADIO ANTENNA UPGRADE	\$826.26
P09-04627	COACHCOMM	Football Equipment	\$5,644.94
P09-04628	SOCCER CENTER	NEW GOALS FOR VARSITY SOCCER FIELD	\$6,875.96
P09-04629	ACUSHNET COMPANY	GOLF BALLS FOR GOLF TEAM	\$4,357.41
P09-04630	FREESTYLE	COMPETITIVE EQUIPMENT ITEM #128	\$1,435.28
P09-04631	RIDDELL/ALL AMERICAN	Football Team Supplies	\$1,764.14
P09-04632	SAMY'S CAMERA	PHOTOGRAPHY SUPPLIES	\$293.63
P09-04633	WAUSAU TILE, INC.	OUTDOOR BENCH	\$3,458.30
P09-04634	TUSTIN UNIFIED SCHOOL DISTRICT	Transportation reimbursement Senior Day	\$187.03
P09-04635	SADDLEBACK VALLEY U.S.D.	Transportation reimbursement Senior Day	\$124.68
P09-04636	CAPT	MBTI Answer Sheets	\$203.84
P09-04637	PRECISION FLOOR COVERING	REMOVAL OF CARPET	\$2,811.03
P09-04638	SVM, LP	Gas Cards for CARE Eligible students	\$7,750.00
P09-04639	THUNDERLIPS MUSIC, INC.	Brass Quintet for IVC Commencement	\$1,300.00
P09-04640	GANDER-PRINTCO*****	Marias/Bus Services/4901/350-13	\$987.23
P09-04641	IRVINE UNIFIED SCHOOL DISTRICT	REIMBURSEMENT FOR ERIN GARCIA	\$300.00
P09-04642	IRVINE UNIFIED SCHOOL DISTRICT	KALEIDOSCOPE REIMBURSEMENT CHRIS KOPCZYNS	\$95.00
P09-04643	TAMIALIS, BARBARA	REIMBUSMENT TO BARBARA TAMIALIS	\$356.40
P09-04644	R.M. SYSTEM, INC.	LRC TUTORIAL CENTER FIRE ALARM UPGRADE	\$570.00
P09-04645	OC PRINTING CO.	Early Bird Signs	\$875.39
P09-04646	HAITBRINK ASPHALT PAVING, INC.	INSTALL RAMPS PER DSA REQUIREMENT	\$13,860.00
P09-04647	SAPSIS RIGGING	STUDIO THEATRE	\$4,450.00
P09-04648	ARMSTRONG, LEE CO. INC.	BGS 1ST FLOOR FLOOR TILES	\$2,932.00
P09-04649	HAITBRINK ASPHALT PAVING, INC.	CDC GROUND SAND	\$3,860.00

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PO #	Vendor Name	Purchase Order Description	Total Cost
P09-04650	BOB PARRETT CONSTRUCTION, INC.	AGB ROOM ENLARGEMENT	\$9,185.00
P09-04651	WAXIE SANITARY SUPPLY	TRASH CANS FOR GRADUATION	\$1,965.33
P09-04652	NEXUS IS INC.	Phone for Ted Miller	\$534.97
P09-04653	I PROMOTE U	Promotional Items for Sailing Program	\$1,406.00
P09-04654	I PROMOTE U	Promotional Items for MST Classes	\$427.50
P09-04655	QUEZADA PRO LANDSCAPE, INC.	TREE CONTRACT SERVICES	\$14,475.00
P09-04656	BIZ PROMOTION	SOCCCD Staff Pins	\$3,172.89
P09-04657	DHK PLUMBING & PIPING, INC.	FINE ART 300 HOT WATER HEATER REPLACEMENT	\$11,880.00
P09-04658	PRESS SOLUTIONS, INC.	Adaptive PE Program Brochures	\$502.92
P09-04659	MISSION PRINTING COMPANY	PROGRAM PRINTING '09 COMMENCEMENT	\$1,903.13
P09-04660	MISSION PRINTING COMPANY	Scholarship Program Covers	\$1,210.39
P09-04661	MILLENNIUM BUSINESS SERVICES	Business Cards	\$100.05
P09-04662	UNITED INTERIORS	REPLACEMENT OF FURNITURE FOR ROOM 228	\$10,616.09
P09-04663	KRUSE, ROBERT E. III	STAGE TECHNICIAN/IVC SP09 STUDENTS DANCE	\$600.00
P09-04664	MILLER-SNIDER, JENNIFER	TRAINING ASSISTANT	\$730.00
P09-04665	YAMINSKI, NINA	TRAINING ASSISTANT	\$210.00
P09-04666	BLAIR, MARIA	PANEL MEMBER	\$50.00
P09-04667	BRUCE, SARA	PANEL MEMBER	\$100.00
P09-04668	GRIFFITHS, CELIA	PANEL MEMBER	\$50.00
P09-04669	KELSEY, CRISTA	SCHOLARSHIP FOR C.KELSEY	\$300.00
P09-04670	WILCO SOUND DESIGN	AUDIO ENGINEERING/IVC PERSPECTIVE SPRIN	\$150.00
P09-04671	NOTHING BUT AIR	Commencement: Balloons & Special Banner	\$1,188.50
P09-04672	KOLB AMERICA, INC	Shipping Cost for Clay Donation	\$3,000.00
P09-04673	FISHER SCIENTIFIC	BIOLOGY SUPPLIES	\$3,982.84
P09-04674	DELTA BIOLOGICALS	BIOLOGY SUPPLIES	\$3,060.61
P09-04675	XEROX CORPORATION	XEROX WORKCENTRE 7132 STAPLE ORDER	\$128.83
P09-04676	SPECTRUM LABORATORY PRODUCTS	BIOLOGY SUPPLIES	\$212.28
P09-04677	SARGENT-WELCH	BIOLOGY SUPPLIES	\$1,844.72
P09-04678	WARD'S NATURAL SCIENCE	BIOLOGY SUPPLIES	\$1,563.59
P09-04679	B & H PHOTO	Supplies for astronomy	\$1,483.35
P09-04680	B & H PHOTO	Software for astronomy	\$205.54
P09-04681	VWR INTERNATIONAL, INC.	BIOLOGY SUPPLIES	\$394.28
P09-04682	CSN SUPPLY	Lectures for the PAC.	\$3,912.83
P09-04683	MF ATHLETIC COMPANY	Track & Field Equipment Supplies	\$17,088.50
P09-04684	GOVCONNECTION	INSTRUCTIONAL SUPPLIES - ROBIN ROGERS CL	\$124.39
P09-04685	TROXELL COMMUNICATIONS, INC.	Projectors	\$13,736.45
P09-04686	SEHI PROCOMP COMPUTER PRODUCTS	PRINTERS FOR REPLACEMENT	\$762.34
P09-04687	CAROLINA BIOLOGICAL SUPPLY	BIOLOGY SUPPLIES	\$1,827.88
P09-04688	OC REGISTER	AD FOR BID 1089	\$1,856.00
P09-04689	UNISOURCE CORPORATION	Paper	\$14,115.75
P09-04690	VERLEUR, CAROLYN	DISTINGUISHED GUEST SPEAKER	\$100.00
P09-04691	ROSEN, DAVID SR.	DISTINGUISHED GUEST SPEAKER	\$100.00
P09-04692	SOMMER, BOBBE	DISTINGUISHED GUEST SPEAKER	\$100.00
P09-04693	UNISOURCE CORPORATION	TO REPAIR CUSTODIAN EQUIPMENTS	\$891.58
P09-04694	SCOTT, GUISELLE	WORKSHOP TRAINER	\$315.00
P09-04695	SCOTT, GUISELLE	WORKSHOP TRAINER	\$530.00
P09-04696	BLAIR, DENISE	WORKSHOP TRAINER	\$420.00
P09-04697	PROGRESSIVE MEDICAL INT.	Instructional Supplies - EMT	\$147.68
P09-04698	WEISENBACH SPECIALTY PRINTING	Promotional Items for En Studies	\$469.06
P09-04699	UNITED INTERIORS	Competitive Equip/Int.Lang. Lab	\$23,446.65
P09-04700	BEST BUY CO., INC.	Competitive Equip/Int.Lang.Lab.	\$1,011.80
P09-04701	WELLS FARGO #3317 (DISTRICT)	This is book about Web design principles	\$28.68
P09-04702	BEST BUY CO., INC.	INSTRUCTIONAL EQUIPMENT	\$500.23
P09-04703	SEHI PROCOMP COMPUTER PRODUCTS	COPIER FOR FRONT COUNTER LOBBY	\$2,077.91
P09-04704	MF ATHLETIC COMPANY	Track & Field Equipment Supplies	\$44,019.09

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P09-04705	MC MAHAN BUSINESS INTERIORS	NON-INSTRUCTIONAL COMPETITIVE EQUIPMENT	\$13,413.75
P09-04706	OC REGISTER	AD FOR BID 286	\$324.00
P09-04707	MISSION PRINTING COMPANY	Purchase IVC Circle Labels	\$254.69
P09-04708	RAND McNALLY & CO.	MAPS FOR HUMANITIES/LANGUAGES	\$2,720.03
P09-04709	REINBERGER PRINTWERKS	Commencement Program 2009	\$3,797.00
P09-04710	ISLAND PROMOTIONAL PRODUCTS	CalWORKs Promotional Items	\$4,767.77
P09-04711	CPP, INC.	CAREER ASSESSMENT TESTING MATERIALS	\$379.13
P09-04712	WELLS FARGO #3317 (DISTRICT)	Purchase DVDs for Humanities & Languages	\$446.65
P09-04713	A TO Z CIRCUIT BREAKERS	DUST COLLECTION SYSTEM PARTS	\$978.75
P09-04714	TV MAGIC, INC.	MAINTENANCE ON BOT VOTING SYSTEM	\$750.00
P09-04715	BALL, ROBERT R.	Notary Services	\$17.00
P09-04716	BOARD OF REGISTERED NURSING	SCHOLARSHIP FOR LICENSURE	\$105.00
P09-04717	BENNETT, LINDA H.	997577 SCHOLARSHIP FOR STUDENT	\$251.00
P09-04718	ENVISIONTEC, INC.	RAPIDTECH NONINSTR SUPPL	\$1,634.88
P09-04719	ANDREWS, INGRID STALHEIM	Training/ Consulting	\$400.00
P09-04720	PITNEY-BOWES SUPPLY	POSTAGE	\$30,000.00
P09-04721	SCANTRON CORPORATION	Software Maintenance Agreement Renewal	\$24.18
P09-04722	SPECTRUM INDUSTRIES, INC.	WORKSTATION	\$2,178.22
P09-04723	FALCON ELECTRIC, INC.	CHEMISTRY EQUIPMENT	\$878.42
P09-04724	GILMAN GEAR	Football Equipment	\$1,168.13
P09-04725	CREATION ENGINE	Astronomy software (over \$200)	\$389.54
P09-04726	TROXELL COMMUNICATIONS, INC.	AV for CACT	\$9,198.08
P09-04727	GUNTHER'S ATHLETIC SERVICE	EQUIPMENT FOR IVC ATHLETICS AND LIFE FIT	\$1,400.18
P09-04728	SUNDANCE SPAS OF ORANGE COUNTY	Aquatic Equip. - Diving Tub	\$2,988.31
P09-04729	APPLE COMPUTER, INC.	28 MAC PRO COMPUTERS	\$72,347.03
P09-04730	TOMARK SPORTS EQUIPMENT	EQUIPMENT FOR BASEBALL FIELD	\$10,786.48
P09-04731	OCE	Fax Drum Unit	\$431.68
P09-04732	UNIVERSAL SEATING COMPANY	Purchase shelving - Instructional Equipm	\$8,007.26
P09-04733	FIRST SCHOOL MONTESSORI	Child Care Services	\$800.00
P09-04734	UNITED INTERIORS	REPLACEMENT FURNITURE	\$10,769.03
P09-04735	BEACH PAVING	CREATE FOOTINGS FOR IVC SCULPTURES	\$4,800.00
P09-04736	BURT, PAUL	Contract Services	\$63.75
P09-04737	FELLER, CHELSEA	STAGE TECHNICIAN/IVC SP.09 STUDENTS DANC	\$700.00
P09-04738	FELLER, CHELSEA	STAGE TECHNICIAN/IVC SP.09 PERSPECTIVE C	\$150.00
P09-04739	KATERCRAFTS BOOKBINDERS	Book binding for ESL titles.	\$800.00
P09-04740	TROXELL COMMUNICATIONS, INC.	Projector relocation	\$1,100.00
P09-04741	MORENO, HERMELINDA	WORKSHOP MONITOR	\$385.00
P09-04742	TRUJILLO, ARACELLI	PANEL MEMBER	\$100.00
P09-04743	HERNANDEZ, GABRIELA	PANEL MEMBER	\$100.00
P09-04744	VITAL LINK ED. & BUS. CONSORTIUM	CAREER EXPLORATION PROGRAM EXHIBIT	\$25.00
P09-04745	VITAL LINK ED. & BUS. CONSORTIUM	CAREER EXPLORATION PROGRAM EXHIBIT	\$25.00
P09-04746	BIO-RAD LABORATORIES, INC.	BIOLOGY EQUIPMENT	\$2,476.77
P09-04747	EDVOTEK, INC.	BIOLOGY EQUIPMENT	\$2,883.27
P09-04748	TOOL DEPOT	PNEUMATIC TOOLS	\$4,490.53
P09-04749	SEHI PROCOMP COMPUTER PRODUCTS	3 HP PRINTERS	\$2,085.34
P09-04750	MOORE MEDICAL CORP.	OTC's	\$198.90
P09-04751	PRODUPLICATOR.COM	DVD CD DUPLICATOR	\$516.56
P09-04752	OC REGISTER	AD FOR BID 1090	\$368.00
P09-04753	MC KESSON GENERAL MEDICAL	medical supplies	\$683.71
P09-04754	BEN'S ASPHALT & SEAL COATING	JEFFREY ROAD LOT 5 REMEDIATION	\$26,110.00
P09-04755	PACIFIC PARKING SYSTEMS, INC.	Parking Permit Dispensers	\$49,859.68
P09-04756	CARQUEST AUTO PARTS	AUTOMOTIVE SUPPLIES	\$227.51
P09-04757	WALDRAM, JIMMY	Contract Services	\$63.75
P09-04758	GUY, GEORGINA	Reimburse Georgina Guy	\$300.00
P09-04759	NEO DIGITAL, INC.	LDAP Administrator Software	\$1,683.50

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P09-04760	ACADEMIC SUPERSTORE	Software	\$192.24
P09-04761	W. W. GRAINGER INC.	RAPIDTECH NEW EQUIPMENT	\$399.58
P09-04762	SVM, LP	FUNDS FOR NURSING EVENT	\$310.95
P09-04763	Supermediastore.com	FEE BASE COMPUTER SUPPLIES - SUMMER 09	\$833.11
P09-04764	COMPUTERLAND CORPORATE OFFICE	Adobe software package.	\$623.18
P09-04765	UNITED INTERIORS	Chairs for work area	\$1,159.14
P09-04766	FULL COMPASS SYSTEMS	CDRs & DVD+Rs	\$210.98
P09-04767	EDVOTEK, INC.	BIOLOGY EQUIPMENT	\$580.09
P09-04768	TOMARK SPORTS EQUIPMENT	GROUNDS PART	\$592.38
P09-04769	MC KESSON GENERAL MEDICAL	tb testing solution	\$692.79
P09-04770	SADDLBACK COLLEGE BOOKSTORE	Bookstore Card Vouchers	\$250.00
P09-04771	MARTIN, DEBORA	For staff training & NAEYC accreditation	\$1,400.00
P09-04772	TOMARK SPORTS EQUIPMENT	BASEBALL EQUIPMENT	\$2,807.84
P09-04773	ONE SOURCE DISTRIBUTORS, INC.	DUST COLLECTION SYSTEM PARTS	\$680.43
P09-04774	YOUR SAFETY PLACE, INC.	1-PERSON BASIC BOXED SURVIVAL KIT	\$2,100.33
P09-04775	CYNOSURE NEW MEDIA, INC.	Online Orientation and Advisement	\$46,135.00
P09-04776	BEN'S ASPHALT & SEAL COATING	PARKING LOT 8 REMEDIATION	\$32,028.00
P09-04777	MISSION VIEJO FLORIST	Commencement: Floral Arrangements	\$326.25
P09-04778	YALE CHASE MATERIALS HANDLING	BURDEN CARRIER COVER	\$1,522.50
P09-04779	PINNEGAR, RUSSELL F.	STAGE TECHNICIAN/IVC SP.09 PERSPECTIVE D	\$150.00
P09-04780	CAPP ASSOCIATES, INC.	Answer-Scrambled Computer-Based Math Ass	\$2,000.00
P09-04781	JOSTEN'S	regalia purchase for IVC faculty	\$463.36
P09-04782	MORGEN MARKETING	Outreach supplies	\$8,200.00
P09-04783	IMAGE PRINTING SOLUTIONS	OUTREACH SUPPLIES	\$8,000.00
P09-04784	COASTLINE ROP	PAY COASTLINE ROP FOR FLYER	\$2,726.50
P09-04785	MC KESSON GENERAL MEDICAL	medical supplies	\$116.33
P09-04786	ARISTOS DESIGNS	COSTUME DESIGN FOR IVC PERFORMING DANCE	\$950.00
P09-04787	OC PRINTING CO.	Brochures	\$1,461.60
P09-04788	JOSTEN'S	Commencement cap/gown order #1	\$45.59
P09-04789	IMPACT ADVERTISING	Pencils	\$349.86
P09-04790	DEAFINITELY PROF INTERPRETING	INTERPRETING SERVICES FOR STUDENTS	\$240.00
P09-04791	SJM INDUSTRIAL RADIO	REPAIR IVC PD REPEATER ON TOP OF SSC	\$415.31
P09-04792	W. W. GRAINGER INC.	RAPIDTECH NON INSTR SUPPLIES	\$48.37
P09-04793	NIKKISO EIKO CO., LTD.	REPLACE PARTS FOR SONY EQUIP	\$1,426.50
P09-04794	CA STATE DEPT SOCIAL SERVICE	Annual license fee State of California	\$800.00
P09-04795	WAXIE SANITARY SUPPLY	CHILD CARE SUPPLIES	\$69.03
P09-04796	SARGENT-WELCH	BIOLOGY SUPPLIES	\$71.34
P09-04797	WAUSAU TILE, INC.	Concrete trash containers	\$4,921.16
P09-04798	PROGRESSIVE MEDICAL INT.	Supplies for Paramedic Students	\$2,974.93
P09-04799	TRI-BEST VISUAL DISPLAY	white boards	\$1,672.35
P09-04800	SEHI PROCOMP COMPUTER PRODUCTS	Dept. Equipment	\$1,046.18
P09-04801	DELL MARKETING	Imaging Drum Kit for Dell 3000cn	\$324.08
P09-04802	DELL MARKETING	Toner for Dell Color Printer	\$592.21
P09-04803	B & H PHOTO	Purchase Accounting Equipment	\$2,395.76
P09-04804	SEHI PROCOMP COMPUTER PRODUCTS	New Equipment	\$817.80
P09-04805	IMAGE PRINTING SOLUTIONS	Transcript paper	\$2,936.25
P09-04806	RP GROUP	Consultant agreement	\$120,000.00
P09-04807	STOVER SEED COMPANY	GROUNDS FIELD SUPPLIES	\$3,344.06
P09-04808	BUTTE-GLENN COMMUNITY COLLEGE	Payment to Butte Glenn CCD	\$180,000.00
P09-04809	INCENTRA SOLUTIONS	Contract services with Incentra Solution	\$1,634.00
P09-04810	ARMSTRONG, LEE CO. INC.	FLOORING FOR CDC CENTER	\$5,733.00
P09-04811	PATON GROUP	RAPIDTECH NON INST SUPPLIES	\$596.81
P09-04812	FREEMAN MFG & SUPPLY CO	RAPIDTECH NON INSTR SUPPLIES	\$2,313.69
P09-04813	ROCKLER WOODWORKING & HARDWARE	RAPIDTECH NON INSTR SUPPLIES	\$729.02
P09-04814	ORANGE UNIFIED SCHOOL DISTRICT	TRANSPORTATION REIMBURSEMENT	\$700.00



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P09-04815	INTELECOM	OKAY TO PREPAY	\$4,500.00
P09-04816	ALL THE KING'S FLAGS	US FLAG	\$160.41
P09-04817	WELLS FARGO #3317 (DISTRICT)	Pixel Genius photokit sharpener	\$112.70
P09-04818	UNITED INTERIORS	Ergonomic keyboard	\$1,278.24
P09-04819	HOEFER, INC.	BIOLOGY EQUIPMENT	\$3,467.10
P09-04820	EDUCATIONAL INNOVATIONS INC.	CHEMISTRY EQUIPMENT/SUPPLIES	\$866.35
P09-04821	SEHI PROCOMP COMPUTER PRODUCTS	Printer for lab use	\$194.86
P09-04822	MUSICIAN'S FRIEND, INC.	PA speaker	\$296.86
P09-04823	TROXELL COMMUNICATIONS, INC.	Audio Video System Upgade	\$15,948.25
P09-04824	CORPORATE BUSINESS INTERIORS	student tables and chairs	\$20,149.20
P09-04825	TROXELL COMMUNICATIONS, INC.	Video Players	\$5,307.00
P09-04826	CAREERBUILDER, LLC	Advertising for SOCCCD	\$7,674.00
P09-04827	CAMPUS CONCERTS	Contract Services	\$1,250.00
P09-04828	DELL MARKETING	DELL MONITOR	\$786.87
P09-04829	FELLER, CHELSEA	Contract Services	\$432.25
P09-04830	DELL MARKETING	LATITUDE E4300	\$2,802.49
P09-04831	AVALON TENT & PARTY	Commencement stage rental	\$2,897.87
P09-04832	CA STAGE & LIGHTING	Commencement Pipe & Drape	\$1,068.50
P09-04833	RIO GRANDE ALBUQUERQUE	JEWELRY MAKING SUPPLIES	\$4,096.62
P09-04834	OCEANSIDE PHOTO & TELESCOPE	ASTRONOMY EQUIPMENT	\$14,614.96
P09-04835	ORION TELESCOPES & BINOCULARS	ASTRONOMY EQUIPMENT	\$657.96
P09-04836	VWR INTERNATIONAL, INC.	BIOLOGY EQUIPMENT	\$7,072.73
P09-04837	MILLENNIUM BUSINESS SERVICES	PRINTING:ADVISEMENT SHEETS 09-10	\$3,125.44
P09-04838	DELL MARKETING	Laptops for Counseling/Career ctr	\$4,245.60
P09-04839	DOOLEY ENTERPRISES, INC.	Ammunition	\$2,822.06
P09-04840	JOHNSON, TONI CAVANAGH	BOOKLETS	\$123.25
P09-04841	GOENGINEER	RAPIDTECH SOFTWARE	\$3,818.64
P09-04842	ULINE, INC.	RAPIDTECH NONINSTR SUPPL	\$598.84
P09-04843	ZARBECO, LLC	RAPIDTECH NEW EQUIPMENT	\$1,678.95
P09-04844	XEROX CORPORATION	COPIER FOR MEDICAL ASSISTING	\$1,477.61
P09-04845	SIGN WAREHOUSE.COM	RAPIDTECH NONINSTR SUPPL	\$26.16
P09-04846	UNITED INTERIORS	ERGONOMIC FURNITURE	\$7,476.21
P09-04847	JOSTEN'S	rental regalia for P/T Teacher of the Ye	\$26.75
P09-04848	CRISKIDS, INC.	SOFTWARE	\$1,547.00
P09-04849	U.S. TOY CO INC/CONSTRUCTIVE P	Classroom supplies	\$1,911.65
P09-04850	REYNOLDS ADVANCED MATERIALS	RAPIDTECH NONINSTR SUPPL	\$6,735.09
P09-04851	TWO TWINS FROM TEXAS BLIND CO.	CLEANING BLINDS	\$696.00
P09-04852	A-1 AWARDS	Trophy	\$59.81
P09-04853	SAMY'S CAMERA	Paleo lab supply	\$299.06
P09-04854	CPP, INC.	Skillsone- Online Assessments	\$2,115.00
P09-04855	KAPCO LIBRARY PRODUCTS	Purchase book covers.	\$615.17
P09-04856	RYDIN DECAL	PURCHASE OF FY 10' STAFF PARKING PERMITS	\$900.88
P09-04857	QUALITONE INDUSTRIES, INC.	Rack Doors	\$330.34
P09-04858	COMPUTERLAND CORPORATE OFFICE	Design Premium Win Lic/DVD	\$392.63
P09-04859	RYDIN DECAL	Parking Decals	\$1,650.81
P09-04860	CHILD WELFARE LEAGUE OF AMER.	INSTRUCTIONAL MATERIALS	\$1,681.25
P09-04861	NEUDESIC, LLC	Software Engineering - "B" Features Enha	\$300,000.00
P09-04862	MARKET-BASED SOLUTIONS, INC.	AQMD EMISSION CREDITS	\$14,413.00
P09-04863	SEHI PROCOMP COMPUTER PRODUCTS	Need printer/scanner for grants	\$ .00
P09-04864	SADDLEBACK COLLEGE FOUNDATION	Commencement Jazz Ensemble	\$700.00
P09-04865	NEUDESIC, LLC	Software Engineering - Data Warehouse De	\$500,000.00
P09-04866	S & B FOODS	Catering Charge	\$600.00
P09-04867	HAITBRINK ASPHALT PAVING, INC.	ACCESSIBLE WALKWAY FROM PARKING TO A300	\$13,965.00
P09-04868	WEATHERWAX, KATHY	WORKSHIP TRAINER	\$1,260.00
P09-04869	MILLER, SALLIE	WORKSHOP TRAINING	\$710.00

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P09-04870	JOSTEN'S	Commencement cap/gown order #1	\$64.24
P09-04871	SYSTEMS SOURCE, INC.	DESIGN SERVICES FOR FURNITURE MANUFACTUR	\$2,275.00
P09-04872	ARMSTRONG, LEE CO. INC.	TAS 207 BREAKROOM RECEPTION & CORRIDOR	\$3,350.00
P09-04873	ARMSTRONG, LEE CO. INC.	SSC 207/208, TERENCE NELSON OFFICE	\$11,728.00
P09-04874	HUFOR AIRWALL, INC.	SSC-212 SERVICE & REPAIRS TO THE AIRWALL	\$2,380.00
P09-04875	HAITBRINK ASPHALT PAVING, INC.	PATCHING BUS TURN AROUND AREA	\$8,070.00
P09-04876	SO COAST A.Q.M.D.	AQMD Filing Fee	\$413.79
P09-04877	SADDLEBACK COLLEGE FOUNDATION	Advertising	\$1,000.00
P09-04878	ISC BIOEXPRESS	LABORATORY EQUIPMENT	\$337.94
P09-04879	KELLY PAPER	Paper to make copies	\$334.52
P09-04880	FISHER SCIENTIFIC	BIOLOGY SUPPLIES	\$281.93
P09-04881	CAMPUS-VOTE/VOTE-NOW	ELECTRONIC FACULTY VOTING	\$837.82
P09-04882	CCS PRESENTATION SYSTEMS, INC.	TECHNOLOGY EQUIPMENT	\$3,775.00
P09-04883	B & H PHOTO	CAMERA FOR SSG/NURSING PROGRAM	\$129.41
P09-04884	ISLAND PROMOTIONAL PRODUCTS	Flash Drives for EOPS eligible students	\$4,901.88
P09-04885	HITT MARKING DEVICES, INC.	Stamp	\$41.81
P09-04886	ISLAND PROMOTIONAL PRODUCTS	Promotional Items for CalWORKs	\$4,326.19
P09-04887	PROGRESSIVE MEDICAL INT.	SUPPLIES FOR EMT	\$468.95
P09-04888	CLARK SECURITY PRODUCTS	ALARMED EMERGENCY LOCKS FOR CDC	\$476.16
P09-04889	VIDEO SERVICE OF AMERICA	EQUIPMENT FOR CDES	\$1,404.51
P09-04890	VIDEO SERVICE OF AMERICA	Video tape for CTE Bootcamp	\$251.21
P09-04891	GROUNDS FOR PLAY	EQUIPMENT FOR CDES	\$3,503.15
P09-04892	GROUNDS FOR PLAY	EQUIPMENT FOR CDES	\$984.80
P09-04893	JH RECOGNITION COMPANY	PINS FOR NURSING GRADS.	\$113.80
P09-04894	CHEMSEARCH	TRANSPORTATION EQUIPMENT	\$521.27
P09-04895	WESTERN GRAPHICS PLUS, INC.	Outreach supplies	\$3,050.63
P09-04896	AUDIO VISUAL INNOVATIONS, INC.	AV Programming	\$660.00
P09-04897	FISHER SCIENTIFIC	CHEMISTRY EQUIPMENT	\$7,985.58
P09-04898	INDIGO INSTRUMENTS	CHEMISTRY EQUIPMENT	\$2,161.71
P09-04899	FISHER SCIENTIFIC	BIOLOGY SUPPLIES	\$4,240.06
P09-04900	4 IMPRINT	Purchase promo items for division	\$223.59
P09-04901	SPECTRUM LABORATORY PRODUCTS	BIOLOGY EQUIPMENT	\$1,610.60
P09-04902	CAREER COMMUNICATIONS, INC.	Career library references	\$1,740.10
P09-04903	SEHI PROCOMP COMPUTER PRODUCTS	HP Office jet printer	\$195.21
P09-04904	SEHI PROCOMP COMPUTER PRODUCTS	Color Printer	\$316.03
P09-04905	MAIN GRAPHICS	BROCHURES/INST. PROGRAMS PRINTING	\$3,524.77
P09-04906	OC PRINTING CO.	Pocket Dictionaries	\$6,343.95
P09-04907	DEWEY'S APPLIANCES	Microwave	\$118.54
P09-04908	SADDLEBACK APPLIANCES	Water filters-Class Refrigerator	\$64.79
P09-04909	SEHI PROCOMP COMPUTER PRODUCTS	PRINTER FOR TAMMY RICE	\$238.81
P09-04910	S & B FOODS	Cafeteria Vouchers	\$500.00
P09-04911	PINNACLE LANDSCAPE COMPANY	Campus Beautification	\$240.00
P09-04912	DEPT OF GENERAL SERVICES	CMAS PROCURMENT CHARGES FOR FILE CABINET	\$45.77
			=====
			\$2,684,741.54

BOARD OF TRUSTEES PURCHASE ORDER LISTING

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Purchase Order Numbers P10-00030 Through P10-00053

PO #	Vendor Name	Purchase Order Description	Total Cost
P10-00030	LIBRARY OF CONGRESS	Pay for book insert.	\$30.00
P10-00031	SAN MATEO COUNTY COM.COL.DIST.	2-YR. SUBSCRIPTION, REAL ESTATE LAW	\$49.00
P10-00032	EBSCO SUBSCRIPTION SERVICE	Pay for yearly periodical subscription.	\$313.36
P10-00033	DONNNELEY RECEIVABLES, INC.	Annual maintenance Peak Tech.	\$ .00
P10-00034	EBSCO SUBSCRIPTION SERVICE	Newspaper rate adjustment per Tom Weisro	\$19.74
P10-00035	GUEST ARTISTS	Fred Garbo Inflatable Theater 7/10/09	\$8,000.00
P10-00036	GUEST ARTISTS	Hot Club of San Francisco 7/24/09	\$8,200.00
P10-00037	IPSWITCH, INC.	WhatsUp Gold Premium Renewal	\$1,195.00
P10-00038	iPARADIGMS, LLC	TURNITIN RENEWAL	\$17,150.90
P10-00039	GREENE & ASSOCIATES	Consultant Agreement	\$30,000.00
P10-00040	BUTLER, JASON E.	Sculpture honoraria for artists	\$12,500.00
P10-00041	PEAK TECHNOLOGIES, INC.	Annual Maintenance Peak Tech.	\$1,668.00
P10-00042	HEWLETT PACKARD	HP/Alpha System Maintenance Agreement	\$8,249.88
P10-00043	HEWLETT PACKARD	Campus Wide Software License Renewal	\$4,015.00
P10-00044	IBM	IBM Hardware Maintenance Agreement	\$6,052.80
P10-00045	SO COUNTY CHAMBER OF COMMERCE	Membership	\$285.00
P10-00046	L.A. TIMES	6 month week-end plus subscription	\$80.00
P10-00047	MUSIC THEATRE INTERNATIONAL	Royalties and rentals for "Urinetown"	\$4,210.00
P10-00048	CODESP	HR Membership	\$1,750.00
P10-00049	WENGER CORPORATION	FURNITURE FOR A300 RENOVATION	\$60,077.85
P10-00050	IMPACT PROMOTIONAL PRODUCTS	Promotional items for College for Kids	\$1,000.00
P10-00051	VERISIGN, INC.	Verisign for District Servers (12 months	\$8,635.00
P10-00052	MEDICAL ECONOMICS	MAGAZINE SUBSCRIPTION FOR MEDICAL ASSIST	\$95.00
P10-00053	U.S. POSTMASTER	Payment of postage permit	\$180.00
			=====
			\$173,756.53

BOARD OF TRUSTEES CONFIRMING REQUISITION LISTING

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Req. #	Vendor Name	Description	Total Cost
RD09-02402	ANSALDO, WARREN	REIMBURSEMENT FOR MILK	\$5.39
RD09-02401	KING, TAMARA	Reimburse for CISOA 2009 Conference	\$210.54
RD09-02400	MARTINEZ, JOSE TREE SERVICE	Campus Beautification Tree Service	\$ .00
RD09-02399	TOMARK SPORTS EQUIPMENT	GYM MAITENENCE	\$1,795.00
RD09-02398			\$ .00
RD09-02397	MATHUR, ROOPA	Reimbursement thru NewMedia grant for on	\$83.40
RD09-02396	S & B FOODS	TECH PREP GRANT CONSORTIUM MEETING	\$64.71
RD09-02395	DUNN-EDWARDS CORPORATION	GROUNDS PAINT STRIPPING EQUIPMENT REPAIR	\$503.67
RD09-02394	WILLIAMS, MARY	reimburse expenditures	\$223.54
RD09-02393	GASTON, JIM	Reimburse for CIAC and CISOA 2009 Confer	\$1,994.49
RD09-02392	MC DONOUGH, MARY	To cover meeting expense for HD Advisory	\$200.00
RD09-02391	GUERRERO, JORGE	Conference reimbursement	\$85.00
RD09-02390		Rosann Rios to attend ETS Conference	\$85.00
RD09-02389	POHL, JUDI	Judi Pohl to attend ETS Conference	\$85.00
RD09-02388	S & B FOODS	Snacks for Meeting on Sustainability	\$51.45
RD09-02387	BENAVIDES, BARBARA A.	Barbara Benavides to attend ETS Conferen	\$85.00
RD09-02386	HILDEN, ERIC	Reimburse staff member for conference at	\$245.26
RD09-02385	JUSTICE, CRAIG	Reimburse Craig Justice for books for De	\$46.60
RD09-02384	UNIV. TROPHIES	Athletic Awards Supplies	\$639.11
RD09-02383		William Etter to Conference	\$233.80
RD09-02382	S & B FOODS	Artist's Reception	\$330.00
RD09-02381	KHACHATRYAN, DAVIT S.	reimbursement for supplies purchased for	\$15.20
RD09-02380	KERR, DEBRA	Conference Expenses	\$175.00
RD09-02379	LIPOLD, TONY	Conference Travel Expenses	\$1,055.70
RD09-02378	PACIFIC TYPEWRITER & COMM INC.	Marias/Business/4901/350-13	\$ .00
RD10-00012	VENABLE, SAMANTHA J.	CONF FOR SAMANTHA VENABLE	\$1,400.00
RD09-02374	STEPHENS, BLAKE	Reimbursement to Blake Stephens for regi	\$30.00
RD09-02373			\$ .00
RD09-02372	ALTMAN, CHERYL	BSI Conference Reimbursement/Cheryl Altm	\$442.64
RD09-02371	BESNARD, MARIA	CONFERENCE REIMBURSEMENT	\$159.90
RD09-02370	SUSSMAN, CARYN	2009 Ensuring Transfer Success Conferenc	\$85.00
RD09-02369		Guest Speaker Judith Grutter	\$3,300.00
RD09-02368	TRANKIEM, TASHA	Higher Ed Data Warehouse Conference	\$1,856.70
RD09-02367	WESCOR, INC.	REPAIR OF THERMOCOUPLE FOR VAPOR PRESSUR	\$759.75
RD09-02366	TRESLER, MATTHEW	Reimbursement	\$193.13
RD09-02365	TELSON, LISE S.	STATE CHANCELLOR'S OFFICE SITE TEAM REVI	\$41.59
RD09-02364	S & B FOODS	STATE CHANCELLOR'S OFFICE SITE TEAM VISI	\$249.91
RD09-02363	GCS SERVICE, INC.	Equip. Repair	\$982.96
RD09-02362	ELECTRIC CART WAREHOUSE	TRANSPORTATION EQUIPMENT	\$320.93
RD09-02361	MAYORAL, MICHAEL	Conference Reimbursement for Mike Mayora	\$450.00
RD09-02360	S & B FOODS	Catering for Honors Transfer Council of	\$271.88
RD09-02359		Carla Reisch to Conferene	\$134.74
RD09-02358	DILL, LAURA	Conference Reimbursement for Laura Dill	\$450.00
RD09-02357	TEH, STEVE	Conference Reimbursement for Steve Teh	\$165.00
RD09-02356	COLCLOUGH, BEEP	HILLVIEW HS REFRESHMENTS	\$151.49
RD09-02355	CLARK, KATE	Katherine Clark to Conference	\$85.00
RD09-02354	MILLOVICH, JUNE M.	REIMBURSE JUNE MILLOVICH	\$97.50
RD09-02353	MARTINEZ, JOSE TREE SERVICE	Campus Beautification Tree Service	\$ .00
RD09-02352	MILLOVICH, JUNE M.	REIMBURSE FOR SUPPLIES FOR CDES	\$74.27
RD09-02351	LEVENSON, FABIENNE	REIMBURSE DANCE COSTUMES/PERFORMING DANC	\$82.91
RD09-02350	KRUHMIN, MARK	Reimburse staff member for conference ex	\$475.27
RD09-02349	STATE BOARD OF EQUALIZATION	HAZARDOUS WASTE GENERATOR FEE DIFFERENCE	\$13.44
RD09-02348	MURTAUGH, TAZ	Conference Reimbursement for David Murta	\$450.00
RD09-02347	FRANCHISE TAX BOARD	Balance due to Franchise Tax Board (95-3	\$10.00
RD09-02346	SADDLEBACK COLLEGE LARIAT	Advertisement	\$819.00
RD09-02345	HOPKINS, LOMA	Conference Reimbursement for Loma Hopkin	\$105.00

BOARD OF TRUSTEES CONFIRMING REQUISITION LISTING

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Req. #	Vendor Name	Description	Total Cost
RD09-02344		Conference Reimbursement for Marti Klein	\$550.00
RD09-02343	FRANCISCO, DAVID	REIMBURSEMENT FOR CONFERENCE REGIST.	\$85.00
RD09-02342	JONES, KRIS	Conference Reimbursement for Kris Jones	\$450.00
RD09-02341	CRAPO, STEVE	Conference Reimbursement for Steve Crapo	\$839.00
RD09-02340	CALDWELL, AVERY	Conference Reimbursement for Avery Cald	\$450.00
RD09-02339	BARROWS, MORGAN	Conference Reimbursement for Morgan Barr	\$123.00
RD09-02338	CLOUD, ROBIN R.	Conference reimbursement for Robin Roger	\$148.00
RD09-02337	REGISTRY OF CHARITABLE TRUSTS	Fee Due to Registry of Charitable Trusts	\$75.00
RD09-02336	A-1 AWARDS	STUDENT TRUSTEE APPRECIATION PLAQUE	\$101.97
RD09-02335	MYERS, CHARLES	Reimburse faculty for supplies for studi	\$52.22
RD09-02334	MEHRABIAN, SHAKEH	Reimbursement	\$16.80
RD09-02333	WILLIAMS, MARY	crd regional conference	\$800.00
RD09-02332	PINNACLE LANDSCAPE COMPANY	Campus Beautification	\$0.00
RD09-02331	WELLS FARGO #4214 FISCAL-IVC	Emergency photo paper for Publications	\$780.00
RD10-00011	DRAMATISTS PLAY SERVICE, INC.	Royalty license for "Picnic"	\$700.00
RD09-02330	WELLS FARGO #3317 (DISTRICT)	CATERING FRESH & NATURAL, OHLONE NEWARK	\$395.78
RD09-02329	ORTEGA, NICOLE	Reimburse Nicole Ortega for conf expense	\$1,475.00
RD09-02328	MYERS, CHARLES	Reimburse facutly member of supplies at	\$87.20
RD09-02327	SMITH, THOMAS L.	TOM SMITH REIMBURSEMENT	\$49.95
RD09-02326		Reimbursement - Conference Attendance -	\$745.00
RD09-02325	WELLS FARGO #3465 FISCAL-IVC	Credit card for camera battery	\$50.00
RD09-02324	SADDLEBACK GOLF CARS, INC.	PART FOR "GEM" CART PURCHASED BY KEVIN L	\$24.80
RD09-02323	KUBO, TOD A.	REIMBURSE IVC DANCE CHOREOGRAPHER/DANCE	\$265.34
RD09-02322	WELLS FARGO #4214 FISCAL-IVC	CARTRIDGE PRINTER	\$300.00
RD09-02321	PRAXAIR	For Liquid Nitrogen/Sanda Sun	\$0.00
RD09-02320	TROTT, RUBY	Emergency purchase of rubber stamp- Read	\$23.91
RD10-00010	PRAXAIR	For Liquid Nitrogen/Sanda Sun	\$0.00
RD09-02319	WELLS FARGO #4198 FISCAL-SBC	Laptop cover for Carol Hilton	\$19.95
RD09-02318		REIMBURSE/IVC DANCE CHOREOGRAPHER/COSTUM	\$153.00
RD09-02317	SCHMIDT, NICHOLAS	CONFERENCE for Nicholas Schmidt	\$1,491.00
RD09-02316	ENGELS, MICHAEL	Reimbursement to Michael Engels	\$95.00
RD09-02315		2009 Ensuring Transfer Success Conferenc	\$101.94
RD09-02314	GOULDSMITH, YOLANDA	2009 Ensuring Transfer Success Conferenc	\$85.00
RD09-02313		Registration for CCUPCA Conference	\$350.00
RD09-02312	SECURE LIVE SCAN	Live Scan/Work Study Student	\$15.00
RD09-02311	LYNCH, ARDITH	REIM. TO ARDITH FOR TRAVEL EXPENES	\$270.35
RD09-02310	LYNCH, ARDITH	REIM. TO ARDITH LYNCH FOR OFFICE SUPPLIE	\$116.64
RD09-02309	CHANDOS, RAY	REIMBURSEMENT FOR ELECTRONICS SUPPLIES	\$90.15
RD09-02307	WELLS FARGO #4214 FISCAL-IVC	Purchase of field trip supplies for geol	\$350.00
RD10-00009	SO COUNTY CHAMBER OF COMMERCE	Membership	\$0.00
RD09-02306	UNOURA, SUSAN M.	Student Art	\$460.09
RD09-02305	ZAMORA, LUCINDA	Reimbursement	\$51.82
RD09-02304	NGUYEN, HALEY	Reimbursement to Faculty	\$202.67
RD09-02303	LICITRA, JOHN	2009 Ensuring Transfer Success Conferenc	\$92.00
RD09-02302	VIDAL-PRUDHOLME, LAURA	REIMBUSMENT TO LAURA VIDAL PRUDHOLME	\$117.58
RD09-02300		REIMBUSMENT FOR	\$0.00
RD09-02297	COACH AMERICA - LOS ANGELES	EI Field Trip to LA on 5/09/09. Mahotka-	\$758.00
RD09-02296	SKAFF, PENNY	Reimbursement for Kick off Probation Cam	\$0.00
RD09-02295	COASTLINE ROP	PAY COASTLINE ROP FOR FLYER	\$0.00
RD09-02294		Reimburse Penny Skaff	\$0.00
RD09-02293	PHOENIX BUSINESS MACHINES, INC	Maintanance fee for Michael O'Meara's Pr	\$100.00
RD09-02292	JUSTICE, CRAIG	Reimburse Craig Justice for coat tree fo	\$124.65
RD09-02291	WELLS FARGO #3317 (DISTRICT)	OFFICE MAX PRINTING MASTER PLAN FOR SACR	\$80.98
RD09-02290	RYALS, KAY	CTEP PRINTING/BOUNDING REIMBURSEMENT	\$756.90
RD09-02289	SADDLEBACK COLLEGE BOOKSTORE	CARE Fall 08 and Spring 09 Bookstore pay	\$404.11
RD09-02288	SCHADER, PAM	REIMBURSEMENT FOR SPRING 2009 - ART	\$231.13

BOARD OF TRUSTEES CONFIRMING REQUISITION LISTING

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Req. #	Vendor Name	Description	Total Cost
RD09-02287	RADDEN, LARRY	Reimbursement	\$16,022.09
RD09-02286	TANRIVERDI, FAWN	Staff Reimbursement	\$366.09
RD09-02285	ODASSO, DAVE	Reimbursement	\$450.42
RD09-02284	S & B FOODS	Lunch Boxes for Meeting	\$96.98
RD09-02283	S & B FOODS	Cafeteria Meal Vouchers	\$1,260.00
RD09-02282	FLUEGEMAN, TERESA	REIMBURSEMENT TERE FLUEGEMAN	\$331.25
RD09-02281	BUSCHE, DON	REIMBURSEMENT DONALD BUSCHE CONFERENCE	\$546.20
RD09-02280	WELLS FARGO #3465 FISCAL-IVC	Food for Tech Prep Professional Developm	\$355.17
RD09-02279	CORNER BAKERY CAFE	Lunch Boxes for Awards Ceremony	\$347.05
RD09-02278	PESTOLESI, DIANE	REIMBURSE DIANE PESTOLESI	\$658.00
RD09-02277	S & B FOODS	Matriculation Kick Off Probation Campaig	\$ .00
RD09-02276	ACADEMIC IMPRESSIONS	Counseling Web Conference	\$350.00
RD09-02275	TACKETT, EDWARD	ED TACKETT REIMBURSEMENT NONINSTR SUPPL	\$214.17
RD09-02274	ORTEGA, NICOLE	Conference Attendance for Nicole Ortega	\$60.00
RD09-02273	TORABI, SHOUKA	Conference Attendance for Shouka Torabi	\$160.00
RD09-02272	PESTOLESI, DIANE	TRAVEL FOR DIANE PESTOLESI	\$306.20
RD09-02271	RICE, TAMERA	REIMBURSEMENT	\$306.20
RD09-02270	HORN IMPROVEMENT	Instrument repair	\$170.44
RD09-02268		BUSINESS SCIENCE SUBSCRIPTION	\$ .00
RD09-02266	S & B FOODS	TECH PREP ARTICULATION DAY	\$772.57
RD09-02258	EXPO GUIDE	RAPIDTECH ADVERTISING	\$1,654.45
RD09-02257	FASELER, SHANNON	Reimbursement	\$157.34
RD09-02256	S & B FOODS	CATERING FOR MAY 20 2009	\$4,100.00
RD09-02255	CHILDREN'S BOOK WORLD	Books purchased for Child Development Ce	\$ .00
RD09-02254	TORABI, SHOUKA	Conference Attendace for Shouka Torabi	\$1,300.00
RD09-02253	ORTEGA, NICOLE	Conference Attendance for Nicole Ortega	\$2,000.00
RD09-02252	BALL, ROBERT R.	Notary Services	\$15.00
RD09-02251	WELLS FARGO #2078 (DIST TRAVL)	Holiday Inn - Special Board Meeting	\$975.00
RD09-02250			\$ .00
RD09-02249	GASTON, JIM	Reimburse for Educause W.Regional Conf -	\$1,922.48
RD09-02248	S & B FOODS	Cost of Refreshments at BSI English Work	\$699.19
RD09-02247		Reimbursement for Conference	\$39.60
RD09-02245	OC SCHOOL BOARD ASSOCIATION	RMATHUR TO OCSBA DINNER MEETING	\$51.00
RD09-02244	OC SCHOOL BOARD ASSOCIATION	RMATHUR TO OCSBA DINNER MEETING	\$51.00
RD09-02242	MC MAHON, BRIAN	BRIAN MCMAHON PESTICIDE RE-CERTIFICATION	\$400.00
RD09-02240	GLEIZER, JENNIFER	REIMBURSEMENT FOR JENNIFER	\$34.90
RD09-02239	INCIONG, DENICE	Conference expenses for D Inciong	\$150.00
RD09-02226	WELLS FARGO #3465 FISCAL-IVC	Outreach Materials	\$1,165.22
RD09-02225	SMITH, ANNA	Staff Reimbursement	\$ .00
RD09-02224	SOLTANI, PARISA	Staff Reimbursement	\$ .00
RD09-02223	SHEYBANI, SARA LEILA	Reimburse Staff Member for conference at	\$745.19
RD09-02222	FERNALD, THERESA	REIMURSEMENT FOR SPRING 2009 - THERESA F	\$156.86
RD09-02221	SHERLING, DOROTHY	Phi Theta Kappa 91st Int'l Convention	\$852.20
RD09-02220	MILES, ELAINE	REIMBURSEMENT - ELAINE MILES	\$37.26
RD09-02219	KITE, DAVID	Reimburse David Kite for camera expenses	\$45.50
RD09-02218	ROQUEMORE, GLENN	Registration: Glenn Roquemore ACE Fellow	\$1,435.52
RD09-02217	SOCCCD REVOLVING FUND	Requested by BRichards/Approved by G Poe	\$3,000.00
RD09-02216	WELLS FARGO #3317 (DISTRICT)	Stonewall Cable, Inc	\$241.51
RD09-02215	TANRIVERDI, FAWN	Staff Reimbursement	\$55.00
RD09-02214	GUY, GEORGINA	REIMBURSEMENT FOR ETS CONFERENCE	\$85.00
RD09-02213	NGUYEN, HALEY	Reimbursement to Faculty	\$193.23
RD09-02212	DE LEON, SHARON	Training/Consulting Services	\$400.00
RD09-02211	WELLS FARGO #3317 (DISTRICT)	office Max storage boxes	\$11.94
RD09-02210	HORN IMPROVEMENT	Instrument repair	\$189.02
RD09-02209	FORSTER, JENNIFER	REIMBURSEMENT FOR ETS CONFERENCE	\$85.00
RD09-02208	BUGAY, DAVID	REIMBURSEMENT	\$190.00

BOARD OF TRUSTEES CONFIRMING REQUISITION LISTING

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Req. #	Vendor Name	Description	Total Cost
RD09-02207	RADDEN, LARRY	Reimbursement	\$150.00
RD09-02206	SPORTS UNLIMITED	ATHLETIC TRAINING SUPPLIES	\$658.36
RD09-02205	A-1 AWARDS	name plates to replace stolen ones f/fac	\$ .00
RD09-02204	GLEN, WILL	CA Colleges & University Police Chiefs A	\$718.47
RD09-02203	DALY, TRACY	Reimbursement for Tracy Daly	\$73.90
RD09-02202	TACKETT, EDWARD	ED TACKETT REIMBURSEMENT NONINSTR SUPPLI	\$89.88
RD09-02201	FACTS ON FILE	Library books per Tom Weisrock request	\$372.65
RD09-02200	MONTIEL, RAMON	CONFERENCE FOR RAMON MONTIEL	\$1,020.10
RD09-02199	WELLS FARGO #3465 FISCAL-IVC	HAND CLEANER SUPPLY REQUIRED	\$190.86
RD09-02198	NEXT DAY GOURMET	Equipment Repair	\$271.17
RD09-02197	JVC SERVICE & ENGINEERING	Repair of JVC DVD DVCAM combo unit	\$280.31
RD09-02181	HUMPHREY, LESLIE	REIMBURSEMENT FOR LESLIE HUMPHREY	\$69.99
RD09-02179	PEEBLES, RANDY W.	CONFERENCE FOR RANDY PEEBLES	\$1,869.94
RD09-02178	MANDERS, RACHEL	Reimbursement for grant mailings.	\$79.67
RD09-02177	OC PRINTING CO.	Contract printing	\$290.04
RD09-02176	NGUYEN, HALEY	Reimbursement to Faculty	\$218.72
RD09-02175	CCC	Dept. Resource	\$105.00
			=====
			\$88,647.10

**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** SOCCCD: Payment of Bills  
**ACTION:** Approval

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**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. 080487 through 081489, processed through the Orange County Department of Education, totaling \$6,336,582.70; and Checks No. 009508 through 009520, processed through Saddleback College Community Education, totaling \$12,394.39; and Checks No. 008561 through 008575, processed through Irvine Valley College Community Education, totaling \$36,690.74 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.



WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account

Sort: Sorted by Warrant #

Selection: Between #080487 and 081489

S	Check #	Check Dt	Company Name	Check Amount	Description
O	080487	4/09/09	AMERICAN ASSOCIATION OF	\$605.00	CHECK RUN
O	080488	4/09/09	SONYA BANGSTON	\$468.41	Reimburse Sonya Bangston for Staff Dev.Conference
O	080489	4/09/09	TOD A. BURNETT	\$142.76	2009 Phi Theta Kappa Conference
O	080490	4/09/09	LISA CAVALLARO	\$222.53	CONFERENCE FOR LISA CAVALLARO
O	080491	4/09/09	COMM COLLEGES FOUNDATION	\$300.00	TechEd Conference for TPPP Faculty and Students
O	080492	4/09/09	JOANNE CHEN	\$574.55	Joanne Chen to Chinese Education Conference 2009
O	080493	4/09/09	JEAN MARI DAGARIN	\$134.73	CONFERENCE FOR JEAN-MARI DAGARIN
O	080494	4/09/09	BEN DOLAN	\$338.72	3DSUG CONF 2009/MAR 15-19/DAYTONA BEACH, FL
O	080495	4/09/09	GERRY DOOLITTLE	\$10.00	1 DAY EXPO/CONFERENCE
O	080496	4/09/09	ELIZABETH FLORES	\$38.40	TechEd Conference for TPPP Faculty and Students
O	080497	4/09/09	TERESA FLUEGEMAN	\$25.69	Workshop Reimbursement Tere Fluegeman
O	080498	4/09/09	GEORGINA GUY	\$419.20	Conference Attendance for Georgina Guy
O	080499	4/09/09	JERRY HANNULA	\$539.75	CCCAA State Basketball Tourn/CCCSIA Conference
O	080500	4/09/09	SENIYE MARGARET HUANG	\$1,150.00	Conference Reimbursement for Margaret Huang
C	080501	4/09/09	TONY LIPOLD	\$-529.66	CCCAA/COA Conference
O	080502	4/09/09	SUMAYA MC CLEAVE	\$94.44	Conference Reimbursement for Sumaya McCleave
O	080503	4/09/09	COLETTE MC CLELLAN	\$124.00	CONFERENCE FOR COLETTE MCCLELLAN
O	080504	4/09/09	MEGAN NEWTON	\$400.00	REIMBURSEMENT - STAFF DEVELOPMENT
O	080505	4/09/09	SHAWN NORMAN	\$109.00	Conference for Shawn Norman
O	080506	4/09/09	DAVE ODASSO	\$325.00	Reimbursement
O	080507	4/09/09	PAPA	\$70.00	PAPA Seminar for Anthony Sidoti
O	080508	4/09/09	KEN PATTON	\$192.45	ASNUNTUCK 21ST CENTURY RAPID PROTOTYPING WORKSHOP
O	080509	4/09/09	MICHAEL PETRICIG	\$1,462.11	Conference Reimbursement for Michael Petricig
O	080510	4/09/09	ALEX QUINONES	\$56.94	Conference for Alex Quinones
O	080511	4/09/09	RENAISSANCE SCHAUMBERG HOTEL	\$646.38	RAPID 2009/MAY 12-14/SCHAUMBERG, IL
O	080512	4/09/09	RENAISSANCE SCHAUMBERG HOTEL	\$646.38	RAPID 2009/MAY 12-14/SCHAUMBERG, IL
O	080513	4/09/09	RENAISSANCE SCHAUMBERG HOTEL	\$646.38	RAPID 2009/MAY 12-14/SCHAUMBERG, IL
O	080514	4/09/09	RENAISSANCE SCHAUMBERG HOTEL	\$646.38	RAPID 2009/MAY 12-14/SCHAUMBERG, IL
O	080515	4/09/09	RENAISSANCE SCHAUMBERG HOTEL	\$646.38	RAPID 2009/MAY 12-14/SCHAUMBERG, IL
O	080516	4/09/09	KEITH SHACKLEFORD	\$77.02	CONFERENCE/HS, PE & ATHL. DEAN/CCCAA CONVENTION
O	080517	4/09/09	TONY SIDOTI	\$80.00	PAPA Seminar for Anthony Sidoti
O	080518	4/09/09	STEPHANIE SORENSON	\$1,000.00	Conference Reimbursement for Stephanie Sorenson
O	080519	4/09/09	KAREN TAYLOR	\$567.31	Conference Reimbursement for Karen Taylor
O	080520	4/09/09	JULIANNA THROCKMORTON	\$325.00	Reimbursement
O	080521	4/09/09	CAROL WASSMAN	\$650.00	Carol Wassmann to Tech Ed 2009
O	080522	4/09/09	LEE ARMSTRONG CO., INC.	\$50,987.00	AGB BUILDING CARPET
O	080523	4/09/09	BASTIEN AND ASSOCIATES	\$4,327.78	ATEP Project
O	080524	4/09/09	CROWNER SHEET METAL PRODUCTS	\$13,416.30	PKG.H, SHEET METAL,BID 279,IVC.
O	080525	4/09/09	GOVERNMENT FINANCIAL	\$5,232.10	ATEP Project
O	080526	4/09/09	PANASONIC CORPORATION OF N.A.	\$22,627.50	High Definition Cameras
O	080527	4/09/09	THE M.S. ROUSE COMPANY, INC.	\$23,993.00	PKG. O FLOORING, BID 279, BUS. & TECH. INNOV.CTR.
O	080528	4/09/09	SALSBURY ENGINEERING, INC.	\$30,864.10	PKG. A,DEMO, BID 279
O	080529	4/09/09	SUNNY SLOPE TREES	\$1,637.80	OPEN PURCHASE ORDER
O	080530	4/09/09	ZACUTO	\$11,468.74	Accessories for HD Camera Systems Line Item 43
O	080531	4/10/09	OFFICEMAX CONTRACT INC.	\$20,659.32	Office Max Supply Orders 2008/2009
O	080532	4/10/09	THE PARAGON AGENCY, PUBLISHERS	\$100.00	DISTINGUISHED GUEST SPEAKER
O	080533	4/10/09	THE PATON GROUP	\$3,448.00	DIMENSION MAINTENANCE
O	080534	4/10/09	PBS DISTRIBUTION, LLC	\$31.65	DVDs FOR SBS
O	080535	4/10/09	JIM PHANEUF	\$134.97	Reimbursement for Internet Services
O	080536	4/10/09	PHOENIX GROUP INFORMATION SYS.	\$1,411.50	Annual Maintenance: Citation Fees
O	080537	4/10/09	PORTLAND COMMUNITY COLLEGE	\$4,660.00	PAT KRAFT CONTRACT-RAPIDTECH PORTLAND CC

WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account

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Selection: Between #080487 and 081489

S	Check #	Check Dt	Company Name	Check Amount	Description
O	080538	4/10/09	PRAXAIR	\$77.12	Emergency supplies
O	080539	4/10/09	PURETEC	\$1,143.44	EQUIPMENT MAINTENANCE & SUPPLIES
O	080540	4/10/09	QUEST DIAGNOSTICS	\$815.96	Blanket for Quest Diagnostics
O	080541	4/10/09	REALVOLLEYBALL.COM	\$2,245.75	VOLLEYBALL ORDER
O	080542	4/10/09	RIO GRANDE ALBUQUERQUE	\$2,970.10	JEWELRY MAKING SUPPLIES
O	080543	4/10/09	S & B FOODS	\$74.89	TECH PREP GRANT CONSORTIUM MEETING
O	080544	4/10/09	SAFEWAY INC/PAVILIONS	\$140.95	Groceries for Foods Lab.
O	080545	4/10/09	SAN DIEGO GAS & ELECTRIC	\$1,619.34	Electric Service Billing for SDG&E
O	080546	4/10/09	FHEG - SADDLEBACK BOOKSTORE	\$4,235.63	BLANKET PO FOR BOOKSTORE
O	080547	4/10/09	FHEG - SADDLEBACK BOOKSTORE	\$51.72	BLANKET PO FOR BOOKSTORE
O	080548	4/10/09	SADDLEBACK COLLEGE FOUNDATION	\$600.00	Advertisement in Orange Appeal
O	080549	4/10/09	SchoolOutfitters.com	\$424.69	Office furniture for SM343
O	080550	4/10/09	KEITH SHACKLEFORD	\$214.00	MICROPHONES FOR IVC GYMNASIUM AND IVC BASEBALL FIE
O	080551	4/10/09	SHERATON ANAHEIM HOTEL	\$10,467.41	RENTAL OF AUDIO VISUAL EQUIPMENT
O	080552	4/10/09	SHOKRAI LAW	\$11,160.00	Investigative Svs. for SOCCCD
O	080553	4/10/09	SIEGEL DISPLAY PRODUCTS	\$538.87	TRANSFER CENTER DISPLAY RACKS
O	080554	4/10/09	SIEMENS WATER TECHNOLOGIES	\$183.41	Annual Contract: Deionized Water Tanks
O	080555	4/10/09	SIRSI CORPORATION	\$9,850.00	SIRSI Module
O	080556	4/10/09	SKORA ELECTRIC	\$1,500.00	SM 313 ELECTRICAL SERVICES
O	080557	4/10/09	DANIEL SMITH, INC.	\$1,128.96	STUDENT ART SUPPLIES
O	080558	4/10/09	SNAP-ON INDUSTRIAL	\$185.14	REPLACEMENT TOOLS
O	080559	4/10/09	SOUTHERN CALIFORNIA EDISON CO.	\$210.03	ELECTRIC SERVICE ATEP
O	080560	4/10/09	SOUTHERN CALIFORNIA EDISON CO.	\$1,681.81	ELECTRIC SERVICE ATEP
O	080561	4/10/09	SOUTHERN CALIFORNIA EDISON CO.	\$27,549.48	Annual Electric Service
O	080562	4/10/09	SOUTHERN COUNTIES OIL	\$2,660.47	FUEL
O	080563	4/10/09	SO. ORANGE CO. COMM. COL.DIST	\$100.00	Return to Title IV Funds
O	080564	4/10/09	SO. ORANGE CO. COMM. COL.DIST	\$70.00	Return to Title IV Funds
O	080565	4/10/09	SOCCER CENTER	\$8,582.46	MEN'S SOCCER UNIFORM
O	080566	4/10/09	SONY MANUFACTURING SYSTEMS	\$1,077.50	SONY NEW EQUIPMENT
O	080567	4/10/09	SPECTRUM CHEMICAL MFG. CORP.	\$104.15	CHEMISTRY LAB SUPPLIES
O	080568	4/10/09	SPORT SUPPLY GROUP, INC.	\$266.00	Equipment Cleaning Supplies
O	080569	4/10/09	SPORTS FACILITIES GROUP, INC.	\$1,600.00	GYM BLEACHERS
O	080570	4/10/09	BARBARA TAMIALIS	\$164.34	Reimbursement for Refreshments
O	080571	4/10/09	TNR TECHNICAL, INC.	\$438.99	BATTERIES
O	080572	4/10/09	TRAVEL VIDEO STORE.COM	\$83.84	Dept. Resource
O	080573	4/10/09	TROXELL COMMUNICATIONS, INC.	\$1,801.59	Replacement Lamp
O	080574	4/10/09	ULINE	\$410.65	CARDBOARD MAILERS
O	080575	4/10/09	UNIV. OF CALIFORNIA, IRVINE	\$1,285.20	Purchase ads in UC Irvine Newspaper
O	080576	4/10/09	VISUCATE	\$14,303.81	AutoCad Software
O	080577	4/10/09	PRECISION ELASTOMERS, INC.	\$347.39	NVC MEETING COTRACT FOR WILLIAM VITALE
O	080578	4/10/09	VM WARE, INC.	\$20,307.50	CHECK RUN
O	080579	4/10/09	VWR INTERNATIONAL, INC.	\$37.50	MICROBIOLOGY SUPPLIES
O	080580	4/10/09	WALLCUR, INC.	\$53.08	SUPPLIES FOR NURSING & HSC
O	080581	4/10/09	WARD'S NATURAL SCIENCE	\$526.39	ANATOMY SUPPLIES
O	080582	4/10/09	WARE DISPOSAL CO., INC.	\$6,992.94	TRASH REMOVAL 2ND YEAR OF 5 YEAR CONTRACT
O	080583	4/10/09	TED WEATHERFORD	\$200.00	REIMB. IVC DANCE COORDINATOR/DANCE CONCERTS EXPENS
O	080584	4/10/09	WENGER CORPORATION	\$9,988.62	Risers
O	080585	4/10/09	WESTERN COSTUME CO.	\$250.00	Instructor supples
O	080586	4/10/09	DOUGLAS WESTLAKE	\$390.00	Piano tuning & repair services
O	080587	4/10/09	WESTMINSTER PRESS, INC.	\$1,064.57	PRINTING OF E.I. SCHEDULES OF CLASSES
O	080588	4/10/09	MICHAEL E. WILSON	\$9,975.00	CONSTRUCTION MGMT SERVICES

WARRANT REGISTER LISTING

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S	Check #	Check Dt	Company Name	Check Amount	Description
O	080589	4/10/09	WIRED PLANET	\$300.00	Contract District Website maintenance services.
O	080590	4/10/09	YALE CHASE MATERIALS	\$1,707.93	REPAIRS & SUPPLIES
O	080591	4/10/09	MICHAEL J. ZELAZO	\$880.00	Contract Services
O	080592	4/10/09	RALPHS GROCERY COMPANY	\$134.29	NUTRITIONAL FOOD AND SUPPLIES
O	080593	4/10/09	ROCKVIEW FARMS	\$463.84	For milk for the CDC children.
O	080594	4/10/09	SMART & FINAL IRIS CO.	\$270.42	For food and supplies for the CDC.
O	080595	4/10/09	SO. ORANGE CO. COMM. COL. DIST	\$1,430.87	Reimburse Checking Account Workers' Comp Claims
O	080596	4/10/09	WORKERS' COMP FIRST AID	\$195.39	WORKERS' COMP FIRST AID ACCOUNT
O	080597	4/10/09	LAURA ABRAMS	\$88.70	MILEAGE
O	080598	4/10/09	DAVID H. CHANG	\$48.08	MILEAGE
O	080599	4/10/09	JIM GASTON	\$146.30	MILEAGE
O	080600	4/10/09	GAYLORD BROTHERS, INC.	\$53.74	Purchase instructional supplies.
O	080601	4/10/09	GLENCOE/MC GRAW HILL	\$712.35	Books for LD students
O	080602	4/10/09	GLOBAL INDUSTRIAL EQUIPMENT	\$322.84	Cabinets and Supplies
O	080603	4/10/09	GOLF VENTURES WEST	\$1,227.60	SUPPLIES TO REPAIR RANSOME 250 REEL MOWER
O	080604	4/10/09	GOODWILL INDUSTRIES OF	\$1,730.00	Sign Language interpreting services for deaf stude
O	080605	4/10/09	ESTER GRAHAM	\$32.18	MILEAGE
O	080606	4/10/09	W. W. GRAINGER	\$219.81	CUSTODIAL SUPPLIES
O	080607	4/10/09	GRAPHIC CHEMICAL & INK CO.	\$1,249.56	ART SUPPLIES
O	080608	4/10/09	RAUL B. GUTIERREZ	\$14.85	MILEAGE
O	080609	4/10/09	HARBOR FREIGHT TOOLS CO.	\$387.60	ART SUPPLIES
O	080610	4/10/09	HARDY DIAGNOSTICS	\$462.97	MICROBIOLOGY SUPPLIES
O	080611	4/10/09	PATTY HELTON	\$14.45	MILEAGE
O	080612	4/10/09	HERCULES PORTABLE POWER, INC.	\$1,891.01	GENERATOR REPAIR CONTRACT SERVICES
O	080613	4/10/09	HILTI	\$530.93	ELECTRICAL SUPPLIES
O	080614	4/10/09	HITT MARKING DEVICES, INC.	\$45.58	STAMPS FOR CDES
O	080615	4/10/09	HOME DEPOT CREDIT SERVICES	\$922.69	Blanket PO for supplies for Environmental Studies
O	080616	4/10/09	LISA HYDEN	\$356.00	655406 SCHOLARSHIP FOR STUDENT
O	080617	4/10/09	INGARDIA BROTHERS PRODUCE, INC.	\$702.84	Groceries for Foods Lab.
O	080618	4/10/09	INSIGHT MEDIA	\$1,011.24	Faculty videos for student classes
O	080619	4/10/09	INTERMOUNTAIN LOCK & SECURITY	\$204.83	BLANKET P.O. FOR MAINTENANCE SUPPLIES
O	080620	4/10/09	IRVINE PIPE & SUPPLY	\$59.32	BLANKET PURCHASE ORDER FOR PARTS AND SUPPLIES
O	080621	4/10/09	ISLAND PROMOTIONAL PRODUCTS	\$1,365.66	Promotional Items for Outreach
O	080622	4/10/09	AMY JENNINGS	\$251.00	508835 SCHOLARSHIP FOR STUDENT
O	080623	4/10/09	BICHTUYEN JENSEN	\$14.44	MILEAGE
O	080624	4/10/09	JERRY'S ARTARAMA	\$425.70	FEE BASED SUPPLIES
O	080625	4/10/09	JUDGE NETTING, INC.	\$19,500.00	REPLACE GOLF NETTING DAMAGED IN THE STORM
O	080626	4/10/09	SEAN PATRICK KELLY	\$300.00	Contract Services
O	080627	4/10/09	KELLY-WRIGHT HARDWOODS	\$410.79	LUMBER FOR ART DEPARTMENT
O	080628	4/10/09	KENNY'S AUTO UPHOLSTER INC.	\$900.00	CONTRACT SERVICES
O	080629	4/10/09	ROBIN MELISSA KLIMOWICZ	\$262.73	Melissa Klemowicz reimbursement for supplies
O	080630	4/10/09	LAB SAFETY SUPPLY INC.	\$237.89	FEE-BASED BIOLOGY SUPPLIES
O	080631	4/10/09	LAGUNA CLAY CO.	\$1,855.19	ART SUPPLIES
O	080632	4/10/09	TONI LAKOW	\$28.90	MILEAGE
O	080633	4/10/09	LEO LE	\$20.10	MILEAGE
O	080634	4/10/09	LEGION WEST PAPER	\$635.42	ART PAPER
O	080635	4/10/09	LIBRARY VIDEO	\$248.69	DVDs FOR SOCIOLOGY
O	080636	4/10/09	LRP PUBLICATIONS, INC.	\$120.60	purchase FERPA case books
O	080637	4/10/09	LORI MANGELS	\$79.45	MILEAGE
O	080638	4/10/09	MARK IV COMMUNICATIONS, INC.*	\$893.55	Tech. Supplies
O	080639	4/10/09	MARKERTEK VIDEO SUPPLY	\$47.30	Grip supplies for student use

WARRANT REGISTER LISTING

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S	Check #	Check Dt	Company Name	Check Amount	Description
O	080640	4/10/09	MARSHALL MATERIALS	\$1,774.48	SAND SUPPLIES FOR THE TRACK
O	080641	4/10/09	DEBORA MARTIN	\$3,500.00	TRAINING/DEBORA MARTIN
O	080642	4/10/09	MAXIMUS, INC.	\$1,335.00	Renewal Services Cost Claiming FY 08/09
O	080643	4/10/09	J. F. McCAUGHIN CO.	\$979.63	ART SUPPLIES
O	080644	4/10/09	MC KESSON MEDICAL SURGICAL	\$758.12	ED TACKETT/RAPIDTECH NONINSTR SUPPLIES
O	080645	4/10/09	McMASTER CARR SUPPLY CO.	\$57.71	TELESCOPE PARTS
O	080646	4/10/09	MEDCO SUPPLY COMPANY	\$414.98	Athletic Training Room
O	080647	4/10/09	JOSEPH JAY MENDOZA	\$630.00	WORKSHOP PRESENTER
O	080648	4/10/09	MICRO CENTER	\$204.58	COMPUTER AND ELECTRONIC SUPPLIES
O	080649	4/10/09	MIDWEST LIBRARY SERVICE	\$50.63	Purchase books.
O	080650	4/10/09	SALLIE MILLER	\$490.00	WORKSHOP PRESENTER
O	080651	4/10/09	JUNE M. MILLOVICH	\$303.05	Reimbursement
O	080652	4/10/09	JAKE MUNNS	\$43.35	MILEAGE
O	080653	4/10/09	NASCO WEST	\$474.21	NUTRITION SUPPLIES
O	080654	4/10/09	NEUDESIC, LLC	\$477.00	MAP Feasibility Business Analysis
O	080655	4/10/09	HALEY NGUYEN	\$82.49	Reimbursement to Faculty
O	080656	4/10/09	N-OADN NATIONAL OFFICE	\$400.00	CHECK RUN
O	080657	4/10/09	ORANGE COUNTY HUMAN RELATIONS	\$3,000.00	AWARDS 38/OC HUMAN RELATIONS
O	080658	4/10/09	CHURM PUBLISHING CO., INC.	\$1,685.00	Monthly ad insertions in OC Metro Magazine.
O	080659	4/10/09	ORANGE COUNTY PRINTING	\$2,946.42	Bic Click Pens
O	080660	4/10/09	ORANGE COUNTY REGISTER	\$1,616.00	ADVERTISING
O	080661	4/10/09	ORANGE COUNTY REGISTER	\$656.00	ADVERTISING
O	080662	4/10/09	ORANGE COUNTY REGISTER	\$1,568.00	ADVERTISING
O	080663	4/10/09	ORANGE COUNTY REGISTER	\$1,109.55	Lariat printing & delivery charges.
O	080664	4/10/09	ORANGE COUNTY REGISTER	\$979.77	Lariat printing & delivery charges.
O	080665	4/10/09	ORANGE COUNTY REGISTER	\$576.00	ADVERTISING
O	080666	4/10/09	DAVE ODASSO	\$636.76	Reimbursement
O	080667	4/10/09	ORIENTAL TRADING COMPANY, INC.	\$112.25	SUPPLIES FOR SSG EVENT
O	080668	4/10/09	NICOLE ORTEGA	\$54.98	MILEAGE
O	080669	4/10/09	HELEN OSZ	\$31.32	MILEAGE
O	080670	4/10/09	MARIA PANIAGUA	\$36.77	MILEAGE
O	080671	4/10/09	S & B FOODS	\$96.98	Lunch Boxes for Meeting
O	080672	4/10/09	SHOUKA TORABI	\$46.20	MILEAGE
O	080673	4/10/09	SONJA WYCHE	\$57.79	MILEAGE
O	080674	4/10/09	NEUDESIC, LLC	\$181,131.00	Student Information System, Year 3
O	080675	4/10/09	A TO Z WHOLESALE FLORAL SUPPLY	\$427.23	Supplies For Floral Design Lab
O	080676	4/10/09	A-1 FENCE COMPANY	\$15,021.00	STADIUM FENCING
O	080677	4/10/09	AA EQUIPMENT RENTALS	\$953.88	Service Lawnmowers
O	080678	4/10/09	AARDVARK CLAY AND SUPPLIES	\$313.71	STUDENT SUPPLIES - SPRING 09
O	080679	4/10/09	ABC ICE HOUSE	\$99.64	Blanket purchase order for purchase of dry ice
O	080680	4/10/09	ACADEMIC SENATE FOR CALIF.	\$1,575.00	Membership Dues 2008-2009
O	080681	4/10/09	ACCREDITING COMMISSION FOR	\$16,622.00	CHECK RUN
O	080682	4/10/09	FOOTJOY	\$3,158.22	MEN'S GOLF ORDER
O	080683	4/10/09	ADCLUB ADVERTISING SERVICE	\$1,229.78	Recruitment/Advertising for SOCCCD
O	080684	4/10/09	ADVANTA ENERGY	\$950.00	ENERGY SERVICING AGREEMENT
O	080685	4/10/09	ADVANTAGE MARKETING	\$1,271.58	Promotional Items-Job Fair
O	080686	4/10/09	AFFILIATED COMPUTER SERVICES	\$181.00	Contract Svcs - ACS
O	080687	4/10/09	AGUINAGA GREEN, INC.	\$237.05	COMPOST MATERIAL FOR OUTDOOR GARDEN
O	080688	4/10/09	AIRGAS WEST	\$193.30	CO2 FOR SWIMMING POOL
O	080689	4/10/09	A/R CENTRAL BILLING- BOISE	\$1,619.01	Groceries for Foods Lab.
O	080690	4/10/09	ALLIED REFRIGERATION INC	\$247.04	HVAC SUPPLIES

## WARRANT REGISTER LISTING

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S	Check #	Check Dt	Company Name	Check Amount	Description
O	080691	4/10/09	YVONNE ALLIMAN	\$32.32	Reimbursement to Yvonne Alliman for the purchase
O	080692	4/10/09	ALLSCRIPTS, INC	\$85.92	Meds
O	080693	4/10/09	AmbironTrustWave	\$675.00	PCI Compliance Validation Services Renewal
O	080694	4/10/09	AMER. CHEMICAL SOCIETY	\$111.30	SAFETY DVD FOR STUDENT USE IN LAB
O	080695	4/10/09	AMERICAN GRIP, INC.	\$1,894.86	Grip Equipment & Supplies
O	080696	4/10/09	AMERICAN RED CROSS	\$200.00	Responding to Emerg.cards HLTH 2 Spg09 1st 8weeks
O	080697	4/10/09	AMERICAN SCIENCE & SURPLUS	\$375.95	PHYSICS SUPPLIES
O	080698	4/10/09	AMTECH ELEVATOR SERVICES	\$1,693.33	ELEVATOR SERVICE
O	080699	4/10/09	JULIE ANDERSON	\$59.95	Blanket PO for purchase of fish food & supplies
O	080700	4/10/09	ANNENBERG MEDIA	\$461.06	Library DVD per Tom Weisrock request
O	080701	4/10/09	WARREN ANSALDO	\$9.70	REIMBURSEMENT FOR DRY ICE
O	080702	4/10/09	APPLE COMPUTER INC.	\$2,810.35	LAPTOP FOR NURSING
O	080703	4/10/09	ARAMARK UNIFORM SERVICES	\$36.68	SHOP RAGS
O	080704	4/10/09	ARAMARK UNIFORM SERVICES	\$59.32	Shop coats,etc
O	080705	4/10/09	ARAMARK UNIFORM SERVICES	\$58.63	Shop coats,etc
O	080706	4/10/09	ARBOR SCIENTIFIC	\$80.00	PHYSICS SUPPLIES
O	080707	4/10/09	ARROWHEAD DRINKING WATER	\$86.18	Rental of ROHC Water Filtration System
O	080708	4/10/09	ART SUPPLY WAREHOUSE	\$786.22	ART SUPPLIES
O	080709	4/10/09	ASSESSMENT TECHNOLOGIES	\$4,980.00	ATI TESTING
O	080710	4/10/09	ATKINSON, ANDELSON, LOYA,	\$7,312.84	Attorney Services FY 2008/2009
O	080711	4/10/09	AV SOLUTIONS	\$807.50	Consulting for audio system in PAC.
O	080712	4/10/09	B & H PHOTO	\$241.99	Photo paper for student use
O	080713	4/10/09	BAKER & TAYLOR	\$391.99	Library materials per Tom Weisrock request
O	080714	4/10/09	BALANCED BODY	\$2,103.28	PILATES SUPPLIES/IVC DANCE DEPARTMENT
O	080715	4/10/09	BAMWALL CO.	\$820.00	maintenance on doors
O	080716	4/10/09	SONYA BANGSTON	\$25.07	Reimburse Sonya Bangston for supplies
O	080717	4/10/09	BEE MAN	\$175.00	PE 200 BEE SERVICES
O	080718	4/10/09	NANCY N. BESSETTE	\$32.29	Expense Reimbursement
O	080719	4/10/09	BOARD OF REGISTERED NURSING	\$105.00	SCHOLARSHIP FOR LICENSURE
O	080720	4/10/09	NANCY BRACKEN	\$176.62	Sewing supplies for theatre
O	080721	4/10/09	BRAND ATHLETICS	\$1,213.61	BADMINTON GEAR
O	080722	4/10/09	STEPHANIE BROWN	\$800.00	Contract Services
O	080723	4/10/09	BULLFROG FILMS	\$649.63	Library DVD's per Tom Wiesrock request
O	080724	4/10/09	TOD A. BURNETT	\$351.11	Reim. candidate-Tod Burnett
O	080725	4/10/09	JERRY FRANKLIN	\$430.20	NVC MEETING CONTRACT FOR JERRY FRANKLIN
O	080726	4/10/09	ARENA DISTRIBUTING, INC.	\$1,693.36	NUTRITIONAL FOOD AND SUPPLIES
O	080727	4/10/09	AGILYSYS INC	\$1,477.65	Server Consolidation Project
O	080728	4/10/09	LEE ARMSTRONG CO., INC.	\$12,788.00	FLOORING
O	080729	4/13/09	ACSIG/EDGE	\$40,743.92	Vision Services FY 08/09 Fund 01
O	080730	4/13/09	ACSIG/EDGE	\$119,370.55	Delta Dental FY 08/09 Fund 01
O	080731	4/13/09	CALIFORNIA METAL-X	\$2,830.50	ART SUPPLIES
O	080732	4/13/09	HYATT LEGAL	\$6,498.00	Hyatt Legal Benefits
O	080733	4/13/09	PACIFICARE BEHAVIORAL HEALTH	\$3,063.06	Pacificare Behavioral FY 08/09 Fund 01
O	080734	4/13/09	PRINCIPAL LIFE INSURANCE	\$29,829.60	Life Insurance Benefitis 2008/2009 FY
O	080735	4/13/09	PRINCIPAL LIFE INSURANCE	\$32,235.68	Long-Term Disability Benefits for 2008-2009 FY
O	080736	4/13/09	SISC III HEALTH BENEFITS	\$1,012,932.00	SISC (PPO)-Benefits FY 2008/09 Fund 01
O	080737	4/13/09	UNUM LIFE INSURANCE COMPANY	\$1,709.70	UNUM LTC FY 2008/09
O	080738	4/13/09	UNUM LIFE INSURANCE COMPANY	\$3,250.95	UNUM LTC FY 2008/09
O	080739	4/13/09	ACSIG/EDGE	\$2,440.88	Vision Services FY 08/09 Fund 07
O	080740	4/13/09	ACSIG/EDGE	\$7,126.60	Delta Dental FY 08/09 Fund 71
O	080741	4/13/09	SISC III HEALTH BENEFITS	\$198,344.00	Blue Shield (Retiree) Benefits FY 2008/09

## WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account

Sort: Sorted by Warrant #

Selection: Between #080487 and 081489

S	Check #	Check Dt	Company Name	Check Amount	Description
O	080742	4/13/09	SYSTEMS SOURCE, INC.	\$293,286.49	SYSTEMS FURNITURE FOR BST BLDG MULTIPLE ROOMS
O	080743	4/14/09	TINA KAY BOHNSTEDT	\$450.00	GUEST ARTISTS/IVC SP.09 PERSPECTIVE DANCE CONCERT
O	080744	4/14/09	TOD KUBO	\$1,250.00	GUEST ARTISTS FOR THE IVC SPRING 09 DANCE CONCERT
O	080745	4/14/09	LAKE FOREST BEAUTY COLLEGE	\$31,014.75	Blanket P.O. needed to pay for Cosmo classes
O	080746	4/14/09	ANGELIKA NEMETH	\$1,250.00	GUEST ARTISTS FOR THE IVC SPRING 09 DANCE CONCERT
O	080747	4/16/09	AUTOMATIC SYNC TECHNOLOGIES	\$150.00	Close captioning for Algebra2go BSI videos.
O	080748	4/16/09	BOARD OF REGISTERED NURSING	\$105.00	SCHOLARSHIP FOR LICENSURE
O	080749	4/16/09	MARK BORDELON	\$158.40	Reimbursement for field trip costs
O	080750	4/16/09	AMANDA BROUGHTON	\$100.00	Guest Artist
O	080751	4/16/09	CALIFORNIA POWER PARTNERS, INC.	\$41,826.59	ENERGY CONSERVATION PROJECTS
O	080752	4/16/09	CAD AND GRAPHICS, INC	\$60.32	CAD symbols
O	080753	4/16/09	CAPISTRANO SEWING MACHINE CO	\$3,046.56	Equip. Repair
O	080754	4/16/09	COMMUNITY COLLEGE LEAGUE OF	\$2,579.00	Library database subscription per Tom Weisrock
O	080755	4/16/09	CDW GOVERNMENT, INC.	\$265.41	Tech supplies for Publications
O	080756	4/16/09	CENGAGE LEARNING	\$1,315.32	Purchase ESL books.
O	080757	4/16/09	CHEAP JOE'S ART STUFF	\$214.62	ART SUPPLIES
O	080758	4/16/09	THE CHINESE CLAY ART CORP.	\$325.22	CERAMIC SUPPLIES
O	080759	4/16/09	CINTAS CORPORATION	\$62.52	UNIFORM AND TOWEL SERVICE
O	080760	4/16/09	COACH AMERICA	\$8,863.89	Charter Bus Services
O	080761	4/16/09	COAST FITNESS REPAIR SHOP	\$223.53	FITNESS CENTER EQUIPMENT MAINTENANCE AND REPAIR
O	080762	4/16/09	COLLEGE BOARD	\$39,375.00	Net Partner
O	080763	4/16/09	CONSOLIDATED ELECTRICAL DIST.	\$2,621.76	BLANKET PURCHASE ORDER FOR SUPPLIES
O	080764	4/16/09	CONSOLIDATED PLASTICS CO.,	\$441.24	DRY CLEANER PLASTIC
O	080765	4/16/09	COPYRIGHT CLEARANCE CENTER	\$60.00	Royalties
O	080766	4/16/09	COSTCO WHOLESALE #28	\$3,279.81	New Equipment - TV's for PE600
O	080767	4/16/09	DANKA OFFICE IMAGING	\$146.16	Annual Maintenance: EOPS Copier
O	080768	4/16/09	DANKA OFFICE IMAGING	\$152.03	Annual Maintenance:Copier
O	080769	4/16/09	DATAMAX O'NEIL PRINTER	\$711.15	PRINTED PERMIT ROLLS FOR PERMIT MACHINE
O	080770	4/16/09	DELL MARKETING L.P.	\$3,837.24	Tech Equipment for Counseling
O	080771	4/16/09	SUZANNE D. DENTON	\$19.56	Reimbursement to Faculty
O	080772	4/16/09	SILKE DIAZ	\$150.00	Contract Services
O	080773	4/16/09	DISCOUNT DANCE SUPPLY CO.	\$700.32	DANCE COSTUMES FOR IVC DANCE DEPARTMENT/2008-2009
O	080774	4/16/09	DISCOUNT SCHOOL SUPPLY	\$164.18	SUPPLIES FOR CDES
O	080775	4/16/09	SPARKLETTES	\$815.70	Bottled water service
O	080776	4/16/09	ASHLEY DUBOIS	\$75.00	Guest Artist
O	080777	4/16/09	DUNN-EDWARDS CORPORATION	\$11.58	FASHION SUPPLIES
O	080778	4/16/09	EDUCATIONAL MAPS AND GLOBES	\$375.00	MAPS FOR GEOGRAPHY
O	080779	4/16/09	EDUCATION WORKS	\$4,513.90	Lab stools
O	080780	4/16/09	ELECTRONIX EXPRESS	\$1,121.96	ELECTRONIC SUPPLIES
O	080781	4/16/09	EMERGENCY MEDICAL PRODUCTS	\$1,993.68	SUPPLIES FOR PARAMEDIC & EMT
O	080782	4/16/09	ENCO MANUFACTURING CO.	\$236.45	PROTOTYPING SUPPLIES
O	080783	4/16/09	ENTERPRISE RENT-A-CAR	\$276.54	OPEN P.O. FOR VEHICLE RENTAL
O	080784	4/16/09	EVERBRITE, INC	\$42.82	BUILDING SUPPLY
O	080785	4/16/09	FILMAKERS LIBRARY, INC.	\$1,310.00	DVDs FOR HISTORY
O	080786	4/16/09	FIRST DOWN REPAIR SERVICE	\$160.00	Football Equipment Repair
O	080787	4/16/09	FISHER SCIENTIFIC	\$279.61	FREE-BASED BIOLOGY SUPPLIES
O	080788	4/16/09	S & B FOODS	\$388.17	HR Com.Rel.
O	080789	4/16/09	S & B FOODS	\$160.28	Payment to S&B Foods
O	080790	4/16/09	TASTE CATERING, INC.	\$129.33	REFRESHMENTS FOR OCWIB MEETING
O	080791	4/16/09	DISCOUNT SCHOOL SUPPLY	\$293.49	Classroom supplies
O	080792	4/16/09	AUDIO VISUAL INNOVATIONS	\$59,253.35	SM 313 Audio/Computer Upgrade

## WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account

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S	Check #	Check Dt	Company Name	Check Amount	Description
O	080793	4/16/09	CCS PRESENTATION SYSTEMS, INC	\$13,231.70	Video Projectors
O	080794	4/16/09	D4 SOLUTIONS INC.	\$590.10	CONTRACT SERVICES FOR PHONE/DATA IN BGS
O	080795	4/16/09	DELL MARKETING L.P.	\$286,250.48	FACULTY COMPUTER REFRESH
O	080796	4/16/09	DIRECT PAINTING & DECORATING	\$21,386.00	MISC. PAINTING AT VIL. #2 AND #10
O	080797	4/16/09	ACADEMIC SENATE FOR	\$325.00	Lisa Davis Allen to ASCCC Spring Plenary Session
O	080798	4/16/09	ACADEMIC SENATE FOR	\$325.00	Wendy Gabriella to ASCCC Spring Plenary Session
O	080799	4/16/09	AMERICAN EXPRESS	\$4,105.80	ASNUNTUCK & WASHINGTON DC WORKSHOPS
O	080800	4/16/09	AMERICAN EXPRESS	\$2,558.10	Travel expenses for Denice Inciong
O	080801	4/16/09	TRUDI BAGGS	\$151.34	Conference req for Trudi Baggs for CIWEA
O	080802	4/16/09	TOD A. BURNETT	\$834.04	CHECK RUN
O	080803	4/16/09	TRACY DALY	\$2,017.09	Tracy Daly to attend 2009 AACC Annual Convention
O	080804	4/16/09	RICHARD GOODMAN	\$91.50	Conference Reimbursement for Rich Goodman
O	080805	4/16/09	LESLIE HUMPHREY	\$85.00	Conference for Leslie Humphrey
O	080806	4/16/09	DR. CRAIG JUSTICE	\$593.49	CCCCio Spring 2009 Conference
O	080807	4/16/09	RANDEL KEITH	\$10.00	CONFERENCE/EXPO EXPENSES
O	080808	4/16/09	TONY LIPOLD	\$688.56	CCCAA/COA Conference
O	080809	4/16/09	JOSETE NELSON	\$269.10	Conference Reimbursement for Josete Nelson
O	080810	4/16/09	JENNIFER PAGE	\$200.00	CCCFA State Championship Conference
O	080811	4/16/09	KARA PATTERSON	\$100.00	Conference Reimbursement for Kara Patterson
O	080812	4/16/09	RANDY W. PEEBLES	\$2,777.90	CONFERENCE FOR RANDY PEEBLES
O	080813	4/16/09	GWEN PLANO	\$663.45	Registration to CCCSSAA Conference
O	080814	4/16/09	STEVE ROBERTSON	\$370.00	CCCFA State Championship Conference
O	080815	4/16/09	GARY RYBOLD	\$193.00	CCCFA State Championship Conference
O	080816	4/16/09	GARY RYBOLD	\$749.00	NPDA Tournment Conference
O	080817	4/16/09	KATHERINE SCHMEIDLER	\$55.00	Accreditation Institute 2009 - Kathy Schmeidler
O	080818	4/16/09	JAMIE SMITH	\$400.00	REIMBURSEMENT - STAFF DEVELOPMENT
O	080819	4/16/09	MELINDA SMITH	\$450.00	Conference Reimbursement for Melinda Smith
O	080820	4/16/09	PARISA SOLTANI	\$259.20	Conference Attendance
O	080821	4/16/09	EDWARD TACKETT	\$234.00	3DSUG CONF 2009/MAR 15-19/DAYTONA BEACH, FL
O	080822	4/16/09	FAWN TANRIVERDI	\$189.20	Conference Attendance
O	080823	4/16/09	LISE S. TELSON	\$460.12	MEETING WITH QATAR MINISTRY OF EDUCATION
O	080824	4/16/09	SAMANTHA J. VENABLE	\$526.54	Conference Reimbursement for Samantha Venable
O	080825	4/16/09	JAN WYMA	\$598.00	Janice Wyma to OC Adventure Fitness Boot Camp
O	080826	4/16/09	DANUTA ZAKRZEWSKI	\$62.23	REIMBURSEMENT D. ZAKRZEWSKI
O	080827	4/16/09	ALVAREZ & MARSAL	\$6,636.58	ATEP Project
O	080828	4/16/09	CARRIER JOHNSON	\$12,410.91	ARCHITECTURAL SERVICES
O	080829	4/16/09	CAVECCHIE ENGINEERING	\$206,603.00	BID 296, A300 REMODEL
O	080830	4/16/09	CRC CONSULTING GROUP, INC.	\$1,616.25	ATEP WINDOW TESTING CONSULTANT SERVICES FOR RE-TES
O	080831	4/16/09	ESCAPE TECHNOLOGY, INC.	\$13,562.50	Escape Upgrade (OL5) Implementation
O	080832	4/16/09	gkkworks	\$44,263.00	CONSTR. MGMT AGRMT
O	080833	4/16/09	H2 ENVIRONMENTAL CONSULTING	\$2,750.00	Microbial Assessment Testing VIL 5 SC
O	080834	4/16/09	HARTER	\$6,484.50	FURNITURE FOR BSTIC BUILDING
O	080835	4/16/09	INTERNATIONAL CITY BANK	\$22,955.00	BID 296, A300 REMODEL
O	080836	4/16/09	JOYCE INSPECTION & TESTING	\$6,960.00	HIRE DSA INSPECTOR FOR A300 & B200 AT IVC
O	080837	4/16/09	PANASONIC CORPORATION OF N.A.	\$9,683.11	HD Camera for Film & TV classes Line Item #42
O	080838	4/16/09	PB AMERICAS, INC.	\$1,860.00	LABOR COMPLIANCE CONSULTANT SERV.
O	080839	4/16/09	PEARSON EDUCATION ESL	\$5,280.49	SIDE BY SIDE INTERACTIVE SITE LICENSE
O	080840	4/16/09	PENN CORPORATE RELOCATION	\$711.50	RELOCATE LIBRARY SHELVING TO VILLAGE
O	080841	4/16/09	RR SYSTEMS, INC.	\$5,937.50	PROVIDE RELOCATION SERVICES FOR LRC MOVE SC
O	080842	4/16/09	SEHI PROCOMP COMPUTER PRODUCTS	\$847.16	COLOR PRINTER
O	080843	4/16/09	SKYLINE DOCUMENT SOLUTIONS INC	\$2,483.64	ATEP Project

WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account

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S	Check #	Check Dt	Company Name	Check Amount	Description
O	080844	4/17/09	EASTWAY RECORDS, LLC	\$7,000.00	Expenses for Performance of Lascivious Biddies
O	080845	4/17/09	KAREN FONG	\$18.61	MILEAGE
O	080846	4/17/09	INFINITE TEACH	\$236.35	DRAWING & PAINTING MODEL
O	080847	4/17/09	THE GALE GROUP	\$60.80	Library books per Tom Weisrock request
O	080848	4/17/09	GANDER-PRINTCO	\$278.00	Classified Employee Earnings Record Form
O	080849	4/17/09	JENNIFER GLEIZER	\$73.03	MILEAGE
O	080850	4/17/09	GLOBAL INDUSTRIAL EQUIPMENT	\$4,147.00	SHOP STOOLS-COMPETITIVE EQUIP
O	080851	4/17/09	GOODWILL INDUSTRIES OF	\$2,740.00	Sign Language interpreting services for deaf stude
O	080852	4/17/09	TIM GORNET	\$15,000.00	Contract: Tim Gornet
O	080853	4/17/09	GOVCONNECTION	\$1,151.85	computer parts
O	080854	4/17/09	W. W. GRAINGER	\$68.52	MAINTENANCE SUPPLIES
O	080855	4/17/09	GRAPHAIDS INC-DANIELS	\$2,005.03	DRAFTING SUPPLIES
O	080856	4/17/09	GRAPHIC IMPRESSIONS, INC.	\$1,617.98	Media Guide - Men's Basketball
O	080857	4/17/09	GRAYBAR ELECTRIC CO.	\$1,037.48	ELECTRICAL SUPPLIES
O	080858	4/17/09	ELIZABETH GUTHRIE	\$600.00	Honorarium for Elizabeth Guthrie
O	080859	4/17/09	GEORGINA GUY	\$133.68	MILEAGE
O	080860	4/17/09	HARVARD APPARATUS	\$264.01	BIOLOGY SUPPLIES
O	080861	4/17/09	HIROMI PAPER INTERNATIONAL	\$676.24	ART PAPER
O	080862	4/17/09	HIRSCH PIPE & SUPPLY	\$220.10	PLUMBING & IRRIGATION SUPPLIES
O	080863	4/17/09	CHRIS HOGSTEDT	\$113.02	Blanket purchase order for Chris Hogstedt
O	080864	4/17/09	HOKE OUTDOOR ADVERTISING, INC.	\$210.89	Spring event banner
O	080865	4/17/09	HOME DEPOT CREDIT SERVICES	\$498.07	Blanket for instructor supplies
O	080866	4/17/09	HORN IMPROVEMENT	\$189.02	Instrument repair
O	080867	4/17/09	HYDRO-SCAPE PRODUCTS, INC.	\$747.38	IRRIGATION SUPPLIES
O	080868	4/17/09	IMAGE PRINTING SOLUTIONS	\$1,186.99	ENVELOPES
O	080869	4/17/09	INCENTRA SOLUTIONS OF	\$2,867.50	Exchange deployment and troubleshooting support
O	080870	4/17/09	INCREDIBLE INEDIBLES	\$233.12	ART SUPPLIES
O	080871	4/17/09	INGARDIA BROTHERS PRODUCE, INC.	\$518.01	Groceries for Foods Lab.
O	080872	4/17/09	LISA INLOW	\$85.54	Reimbursement to Faculty
O	080873	4/17/09	INTENT DIGITAL LLC	\$2,011.00	BOARD OF TRUSTEES REQUEST TO SPEAK
O	080874	4/17/09	IRVINE HIGH SCHOOL	\$200.00	Advertising at Irvine High School
O	080875	4/17/09	IRVINE PIPE & SUPPLY	\$237.90	PLUMBING SUPPLIES
O	080876	4/17/09	IRVINE UNIFIED SCHOOL DIST.	\$8,263.41	Reimbursement to IUSD for Tech Prep purchases
O	080877	4/17/09	ISLAND PROMOTIONAL PRODUCTS	\$540.56	EOPS Promotional items
O	080878	4/17/09	JAMES PUBLISHING, INC.	\$233.15	Resource Guides
O	080879	4/17/09	JOHNSTONE SUPPLY	\$209.07	SUPPLIES FOR MAINTENANCE
O	080880	4/17/09	JOSLIN DISPLAYS, INC.	\$541.81	FASHION EQUIPMENT
O	080881	4/17/09	KAPCO LIBRARY PRODUCTS	\$672.00	Purchase supplies.
O	080882	4/17/09	KELLY-WRIGHT HARDWOODS	\$3,622.66	Theatre Supplies
O	080883	4/17/09	LAB SAFETY SUPPLY INC.	\$462.29	GROUPS SUPPLIES
O	080884	4/17/09	LAMINATION DEPOT, INC.	\$32.26	Laminating pouches
O	080885	4/17/09	LASER SOURCE	\$133.44	Non-instructional repair
O	080886	4/17/09	RACHEL MANDERS	\$105.36	MILEAGE
O	080887	4/17/09	MARCIVE, INC.	\$6,010.00	Library database service
O	080888	4/17/09	MC KESSON MEDICAL SURGICAL	\$568.23	BIOLOGY SUPPLIES
O	080889	4/17/09	McLOGAN'S SUPPLY CO.	\$2,716.08	Blanket P.O. for Student Supplies (GC63, GC195)
O	080890	4/17/09	MARGI MC NELLY	\$1,300.00	WORKSHOP PRESENTER
O	080891	4/17/09	MEDIA EDUCATION FOUNDATION	\$232.48	DVD FOR PSYCHOLOGY
O	080892	4/17/09	MERCK & CO., INC.	\$1,881.44	vaccine for students
O	080893	4/17/09	MIRAMAR WHOLESALE NURSERIES	\$471.95	NURSERY SUPPLIES
O	080894	4/17/09	MOUSER ELECTRONICS	\$180.54	PHYSICS SUPPLIES



WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account  
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S	Check #	Check Dt	Company Name	Check Amount	Description
O	080895	4/17/09	NEWPORT-MESA UNIF. SCHOOL	\$155.46	Transportation reimbursement Senior Day
O	080896	4/17/09	NEXT DAY GOURMET	\$271.17	Equipment Repair
O	080897	4/17/09	HALEY NGUYEN	\$411.95	Reimbursement to Faculty
O	080898	4/17/09	NOTHING BUT AIR	\$100.00	BALLOONS FOR COLLEGE CAREER DAY
O	080899	4/17/09	JANINE O'BUCHON	\$132.00	MILEAGE
O	080900	4/17/09	ORANGE CO. AUDITOR-CONTROLLER	\$378.90	Range Fees
O	080901	4/17/09	ORANGE CO. AUDITOR-CONTROLLER	\$346.76	Annual Maintenance: Range Fees
O	080902	4/17/09	ORANGE COUNTY PRINTING	\$906.74	STRESS RELIEVER BALL
O	080903	4/17/09	ORANGE COUNTY PUBLIC AFFAIRS	\$50.00	2009 Membership renewal for OCPAA
O	080904	4/17/09	ORANGE COUNTY REGISTER	\$499.00	ONLINE ADVERTISING
O	080905	4/17/09	OCE-USA, INC.	\$2,095.37	Maintenance Agreement: Copiers
O	080906	4/17/09	OCEANSIDE PHOTO & TELESCOPE	\$547.06	ASTROPHOTOGRAPHY SUPPLIES
O	080907	4/17/09	OCLC, INC.	\$517.85	Annual Maintenance:Library Data Processing
O	080908	4/17/09	OFFICE DEPOT	\$28.96	Purchase supplies awards ceremony.
O	080909	4/17/09	ON TRACK	\$2,009.03	Track & Field Equipment
O	080910	4/17/09	ONESOURCE DISTRIBUTORS, INC.	\$1,527.35	ELECTRICAL SUPPLIES
O	080911	4/17/09	ORKIN INC.	\$721.00	PEST CONTROL
O	080912	4/17/09	ORKIN INC.	\$850.00	ANNUAL MAINTENANCE: Bug Control
O	080913	4/17/09	SANDRA POPE	\$79.16	MILEAGE
O	080914	4/17/09	DIANE RIOPKA	\$62.29	MILEAGE
O	080915	4/17/09	DOROTHY SHERLING	\$60.50	MILEAGE
O	080916	4/17/09	SARA LEILA SHEYBANI	\$28.38	MILEAGE
O	080917	4/17/09	SOKHA SONG	\$14.45	MILEAGE
O	080918	4/17/09	DANUTA ZAKRZEWSKI	\$132.00	MILEAGE
O	080919	4/17/09	HITT MARKING DEVICES, INC.	\$35.83	APPROVED DATE STAMP
O	080920	4/17/09	ORTEGA TACK AND FEED	\$130.64	FOOD AND SUPPLIES FOR ANIMAL CARE
O	080921	4/17/09	INCENTRA SOLUTIONS OF	\$14,448.00	IT Software Engineering/Development Services
O	080922	4/17/09	OTHER WORLD COMPUTING	\$449.98	Extra RAM Mac Computers
O	080923	4/17/09	AUDIO VISUAL INTEGRATION	\$252.79	SECURITY FOR BASEBALL FIELD SPEAKERS
O	080924	4/17/09	ESSENCE ENTERTAINMENT	\$990.00	Blanket purchase order
O	080925	4/17/09	EXCELSIOR ELEVATOR CORPORATION	\$812.50	ANNUAL ELEVATOR MAINTENANCE SERVICE
O	080926	4/17/09	EXPERIAN	\$77.00	Contract Svcs - Experian
O	080927	4/17/09	SHANNON FASELER	\$79.95	Reimbursement
O	080928	4/17/09	FEDERAL EXPRESS	\$524.32	FEDERAL EXPRESS CHARGES
O	080929	4/17/09	FEDERAL RESERVE BANK	\$150.00	Svgs Bonds-Outstanding Classif. Employee
O	080930	4/17/09	FITNESS WHOLESALE, INC.	\$666.68	DANCE SUPPLIES/IVC DANCE DEPARTMENT
O	080931	4/17/09	FORESTRY SUPPLIERS, INC.	\$928.48	ANTHROPOLOGY SUPPLIES
O	080932	4/17/09	FOSTER CARE AUXILIARY OF OC	\$120.00	WORKSHOP TRAINER
O	080933	4/17/09	FRAZEE INDUSTRIES, INC.	\$118.88	PAINT & SUPPLIES
O	080934	4/17/09	FREEWAY AUTO SUPPLY	\$72.84	Emergency supplies
O	080935	4/17/09	S & B FOODS	\$3,094.21	Payment to cafeteria for Classified Staff Day
O	080936	4/17/09	SHELL FLEET CARD SERVICES	\$3,472.12	2008/09 Gasoline
O	080937	4/17/09	SOUTH ORANGE COUNTY COMMUNITY	\$60.00	Monthly Notary Services
O	080938	4/17/09	FOUNDATION FOR CCC	\$2,155.00	CHECK RUN
O	080939	4/20/09	AT&T/MCI	\$367.54	Annual:Telephone Service
O	080940	4/20/09	AT&T	\$34.86	FAX LINES - TRUSTEES FY 08-09
O	080941	4/20/09	AT&T	\$31.08	FAX LINES - TRUSTEES FY 08-09
O	080942	4/20/09	P.L. HAWN CO., INC.	\$291.96	HVAC SUPPLIES
O	080943	4/20/09	PACIFIC SAILING LLC	\$1,551.00	PO for leasing sailboats for MST Classes
O	080944	4/20/09	PT AND C INC.	\$101.05	Non instructional Repair
O	080945	4/20/09	PAPER DIRECT	\$197.84	Purchase supplies for awards event.

WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account

Sort: Sorted by Warrant #

Selection: Between #080487 and 081489

S	Check #	Check Dt	Company Name	Check Amount	Description
O	080946	4/20/09	PARAGON PLASTICS COMPANY	\$53.29	FEE-BASED BIOLOGY SUPPLIES
O	080947	4/20/09	PEARSON EDUCATION ESL	\$443.40	INSTRUCTIONAL SUPPLIES
O	080948	4/20/09	POSTAL PRIVILEGE, PITNEY-BOWES	\$2,832.00	MAILING SYSTEM LEASE
O	080949	4/20/09	PRAXAIR	\$24.11	Emergency supplies
O	080950	4/20/09	PRESQUE ISLE CULTURES	\$290.00	MICROBIOLOGY SUPPLIES
O	080951	4/20/09	PROCESS SOFTWARE CORPORATION	\$1,075.00	CHECK RUN
O	080952	4/20/09	ALL-PAK, INC.	\$168.14	BIOLOGY SUPPLIES
O	080953	4/20/09	QUEZADA PRO LANDSCAPE, INC.	\$400.00	EMERGENCY TREE WORK FOR SENIOR DAY
O	080954	4/20/09	QUICK CAPTION	\$555.00	Captioning services for Hearing impaired students
O	080955	4/20/09	RAND MATERIAL HANDLING EQUIP.	\$1,071.00	PALLET RACKS
O	080956	4/20/09	REFRIGERATION SUPPLIES DIST.	\$71.27	OPEN PURCHASE ORDER FOR PARTS AND SUPPLIES
O	080957	4/20/09	ROCKMAN'S TRADING POST	\$1,493.80	ROCKS/MINERALS FOR STUDENTS
O	080958	4/20/09	SALEM PRESS, INC.	\$272.97	Library books per Tom Weisrock request
O	080959	4/20/09	SAMY'S CAMERA	\$1,589.11	Print developer
O	080960	4/20/09	SAN DIEGO GAS & ELECTRIC	\$31,269.19	Electric Service Billing for SDG&E
O	080961	4/20/09	SANTA MARGARITA FORD	\$110.43	OPEN PURCHASE ORDER
O	080962	4/20/09	SADDLEBACK BOOKSTORE - #296	\$107.75	Scantrons for eligible students
O	080963	4/20/09	FHEG SADDLEBACK BOOKSTORE	\$19,506.38	Textbooks for EOPS Eligible students
O	080964	4/20/09	SCANTRON CORPORATION	\$467.41	RPLENISH SCANTRONS
O	080965	4/20/09	SchoolOutfitters.com	\$494.25	Office furniture for SM343
O	080966	4/20/09	SCREENSCOPE, INC.	\$112.61	Library DVD per Tom Weisrock request
O	080967	4/20/09	SCRIP-SAFE SECURITY PRODUCTS	\$3,768.00	Diploma printing
O	080968	4/20/09	SEHI PROCOMP COMPUTER PRODUCTS	\$311.03	PRINTER FOR LAGUNA WOODS OFFICE
O	080969	4/20/09	CRYSTAL SHOMPH	\$1,650.00	TECH.DIRECTOR, LIGH.DESIGN./IVC SP09 DNCE CONCERT
O	080970	4/20/09	SHOPTHIRTEEN.ORG	\$67.87	DVDs FOR ANTHROPOLOGY
O	080971	4/20/09	SIGMA ALDRICH CHEMICAL CO.	\$66.76	BIOLOGY SUPPLIES
O	080972	4/20/09	SIMS-ORANGE WELDING SUPPLY	\$205.34	Supplies & gas for Art Department
O	080973	4/20/09	PENNY SKAFF	\$139.94	REIMBURSEMENT TO PENNY SKAFF
O	080974	4/20/09	SMARDAN SUPPLY - EL MONTE	\$946.14	PLUMBING SUPPLIES
O	080975	4/20/09	DANIEL SMITH, INC.	\$109.84	STUDENT ART SUPPLIES
O	080976	4/20/09	SOUTHERN CALIFORNIA GAS CO.	\$63.66	NATURAL GAS
O	080977	4/20/09	SOUTHERN CALIFORNIA GAS CO.	\$12,947.56	PO for gas transmission service.
O	080978	4/20/09	ELIZABETH SOLTERO	\$251.00	417907 SCHOLARSHIP FOR STUDENT
O	080979	4/20/09	SOUTHLAND INSTRUMENTS, INC.	\$5,455.72	Annual Maintenance: Microscopes
O	080980	4/20/09	SPECTRUM CHEMICAL MFG. CORP.	\$576.42	CHEMISTRY LAB SUPPLIES
O	080981	4/20/09	SPORTS RESOURCE GROUP, INC.	\$312.50	BIOLOGY SUPPLIES
O	080982	4/20/09	SPORTWISE, LLC	\$2,453.93	MEN'S SOCCER UNDER SHIRTS/SHORTS
O	080983	4/20/09	ST. ANDREW'S CHILDREN'S CENTER	\$1,095.00	Child Care Services
O	080984	4/20/09	SVM, LP	\$3,035.95	Gas Gift Cards
O	080985	4/20/09	EDWARD TACKETT	\$89.88	ED TACKETT REIMBURSEMENT NONINSTR SUPPLIES
O	080986	4/20/09	BARBARA TAMIALIS	\$260.56	REIMBUSEMENT FOR BARBARA TAMIALIS
O	080987	4/20/09	THOMAS DISTRIBUTING	\$66.94	BATTERY TESTER
O	080988	4/20/09	TISCARENO CATERING	\$558.00	CATERING FOR ALL DAY EVENTS
O	080989	4/20/09	TREND OFFSET PRINTING	\$33,076.79	PRINTING OF SCHEDULES OF CLASSES
O	080990	4/20/09	TRIARCH INC.	\$546.04	REPLACEMENT PREPARED MICROSLIDES FOR BIOLOGY
O	080991	4/20/09	TROXELL COMMUNICATIONS, INC.	\$6,076.93	Sound System
O	080992	4/20/09	UNITED INTERIORS	\$10,000.23	medical chart file and storage cabinets
O	080993	4/20/09	USA MOBILITY	\$21.57	PAGER RENTAL AND MAINTENANCE CONTRACT
O	080994	4/20/09	WALLCUR, INC.	\$165.08	Supplies for Paramedic Students
O	080995	4/20/09	WARD'S NATURAL SCIENCE	\$782.23	Blanket PO for Expendable Classroom Supplies
O	080996	4/20/09	WEBEX COMMUNICATIONS, INC.	\$575.00	Online Meeting Program Software

WARRANT REGISTER LISTING

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S	Check #	Check Dt	Company Name	Check Amount	Description
O	080997	4/20/09	WORLDWIDE INSTALLATIONS	\$400.00	INSTALL DECALS ON NEW 09'CHARGER & 05' FORD RANGER
O	080998	4/20/09	PRO RIDER, INC	\$145.50	CHILD CARE SAFETY MATERIALS
O	080999	4/20/09	SOC CCD REVOLVING FUND	\$3,000.00	Requested by BRichards/Approved by G Poertner
O	081000	4/20/09	SO. ORANGE CO. COMM. COL. DIST	\$756.25	Reimburse SOCCCD Checking
O	081001	4/21/09	EMPLOYMENT DEVELOPMENT DEPT.	\$89,111.58	Unemployment Insurance Quarterly P/R Taxes
O	081002	4/22/09	MARYAM AFSHARI	\$550.00	Reimburse staff member for tuition
O	081003	4/22/09	JOANN ALFORD	\$664.33	Conference Reimbursement for Jo Ann Alford
O	081004	4/22/09	CHERYL ALTMAN	\$90.89	BSI Conference Reimbursement-Cheryl Altman
O	081005	4/22/09	CATHERINE AYAD	\$181.44	NURSING CONF. REIMBURSEABLES
O	081006	4/22/09	DEIDRE CAVAZZI	\$550.00	Conference Reimbursement for Deidre Cavazzi
O	081007	4/22/09	ROBERT COSGROVE	\$202.70	Conference for Bob Cosgrove
O	081008	4/22/09	APRIL CUNNINGHAM	\$1,380.29	Conference Reimbursement for April Cunningham
O	081009	4/22/09	FRANK GONZALEZ	\$958.80	Conference Reimbursement for Frank Gonzalez
O	081010	4/22/09	CRAIG GROSSMAN	\$1,983.00	Phi Rho Pi Conference Craig Grossman
O	081011	4/22/09	LUCIE HERWEHE	\$40.00	REIMBUSE LUCIE HERWEHE
O	081012	4/22/09	JANET JACOB	\$146.44	NURSING CONF. REIMBURSEABLES
O	081013	4/22/09	SARAH KOBATA	\$236.00	Conference Reimbursement for Sarah Kobata
O	081014	4/22/09	PHILLIS KUCHARSKI	\$512.79	REIMBURSEMENT P. KUCHARSKI
O	081015	4/22/09	RONI LEBAUER	\$25.00	BSI Conference Reimbursement-Roni Lebauer
O	081016	4/22/09	MICHAEL LONG	\$650.83	Conference Reimbursement for Mike Long
O	081017	4/22/09	RAGHU MATHUR	\$215.00	R MATHUR to 89th Annual AACC Convention
O	081018	4/22/09	JUNE M. MILLOVICH	\$765.30	BSI Conference Reimbursement-June Millovich
O	081019	4/22/09	TERENCE NELSON	\$498.81	NEW DIRECTOR/ADMINISTRATOR TRAINING
O	081020	4/22/09	SHAWN NORMAN	\$40.00	REIMBURSE Shawn Norman
O	081021	4/22/09	HARRY FARMER	\$134.80	Conference
O	081022	4/22/09	ALLISON PRATT	\$450.00	Conference Reimbursment for Allison Pratt
O	081023	4/22/09	LARRY RADDEN	\$8,019.60	Reimbursement
O	081024	4/22/09	PAT SULLIVAN	\$850.00	Conference Reimbursement for Patricia Sullivan
O	081025	4/22/09	HISANO TAKEI	\$350.15	Reimbursement
O	081026	4/22/09	BARBARA TAMIALIS	\$2,627.00	BSI Conference Reimbursement-Barbara Tamiallas
O	081027	4/22/09	JOHN WILLIAMS	\$1,486.73	J. Williams to attend AACC Convention 4/4 - 4/7/09
O	081028	4/22/09	AT&T	\$15.85	Annual:Telephone Service
O	081029	4/22/09	AT&T	\$4.39	FAX LINES - TRUSTEES FY 08-09
O	081030	4/22/09	PANASONIC CORPORATION OF N.A.	\$20,093.75	Panasonic Cameras HVX 200
O	081031	4/22/09	BOB PARRETT CONSTRUCTION	\$12,049.00	REMOVE AND REPLACE WALL SYSTEM IN AGB
O	081032	4/22/09	PASCO SCIENTIFIC	\$901.40	PHYSICS SUPPLIES
O	081033	4/22/09	PBS DISTRIBUTION, LLC	\$78.61	Library dvds per Tom Wiesrock request
O	081034	4/22/09	PEACHPIT PRESS, INC.	\$46.94	Book for Art Department
O	081035	4/22/09	PEACHTREE FABRICS INC	\$218.84	Athletic Training Room
O	081036	4/22/09	LILIANN PEREZ-STROUD	\$300.00	WORKSHOP PRESENTER
O	081037	4/22/09	PJHM ARCHITECTS	\$4,920.00	ARCHITECT CONSULTING SERVICE FOR KITCHEN FLOORING
O	081038	4/22/09	POCKET NURSE ENTERPRISES,	\$1,909.01	SUPPLIES FOR NURSING
O	081039	4/22/09	PORT SUPPLY	\$56.91	Blanket PO for Instructional Supplies - MST Class
O	081040	4/22/09	POWERTRON BATTERY CO.	\$1,502.59	BATTERIES FOR POLICE "GEM" CARTS
O	081041	4/22/09	PROFORCE MARKETING INC.	\$491.82	WEAPONS SUPPLIES
O	081042	4/22/09	PROMO DIRECT	\$1,001.21	Purchase Promo items for dept.
O	081043	4/22/09	QUICK CAPTION	\$3,850.00	Real Time Captioning Services
O	081044	4/22/09	RAE CROWTHER CO.	\$3,932.51	Football Equipment
O	081045	4/22/09	CHRIS RIEGLE	\$252.46	TO REIMBURSE PROFESSOR RIEGLE
O	081046	4/22/09	RIO GRANDE ALBUQUERQUE	\$189.55	STUDENT ART SUPPLIES-SUMMER09
O	081047	4/22/09	ROCHESTER INSTITUTE OF TECH.	\$11,717.71	Payment on NSF Subaward - Rochester Inst of Tech

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S	Check #	Check Dt	Company Name	Check Amount	Description
O	081048	4/22/09	THE RP GROUP	\$30,771.00	Consultant agreement Center for Student Success
O	081049	4/22/09	S & B FOODS	\$1,284.07	INTERNATIONAL STUDENTS ORIENTATION
O	081050	4/22/09	SADDLEBACK APPLIANCES	\$235.33	appliances needed for workroom
O	081051	4/22/09	SADDLEBACK VALLEY UNIFIED	\$3,000.00	tech prep expense
O	081052	4/22/09	SANTA BARBARA INSTRUMENT	\$1,754.56	ASTRONOMY EQUIPMENT
O	081053	4/22/09	SCANTRON CORPORATION	\$150.74	Scantron forms
O	081054	4/22/09	SchoolOutfitters.com	\$605.83	New Cork Tackboards for Design Room 108
O	081055	4/22/09	SEHI PROCOMP COMPUTER PRODUCTS	\$1,711.48	solid inc for color copiers
O	081056	4/22/09	CRYSTAL SHOMPH	\$400.00	TECH. DIRECTOR, LIGH.DESIGNER/IVC PDE SP CONCERT
O	081057	4/22/09	SIMULAIDS, INC.	\$1,460.69	EQUIPMENT FOR NURSING
O	081058	4/22/09	PENNY SKAFF	\$162.15	REIMBURSEMENT PENNY SKAFF
O	081059	4/22/09	SLIDE PRESENTATION PUBLISHERS	\$4,972.35	Dept. Resource
O	081060	4/22/09	DANIEL SMITH, INC.	\$231.10	STUDENT ART SUPPLIES
O	081061	4/22/09	PARISA SOLTANI	\$766.06	Supply Kits
O	081062	4/22/09	SOUTHWEST MATERIAL HANDLING	\$33,930.00	NEW EQUIPMENT - LIFT TRUCK
O	081063	4/22/09	SPECTRUM CHEMICAL MFG. CORP.	\$936.87	LAB SUPPLIES
O	081064	4/22/09	STERLING ARTS SUPPLY	\$84.12	DESIGN SUPPLIES
O	081065	4/22/09	LEEANN STONE	\$2,500.00	Language Center Planning Project
O	081066	4/22/09	RED HILL CORPORATION	\$636.36	ART SUPPLIES
O	081067	4/22/09	BARBARA TAMIALIS	\$1,236.62	REIMBURSEMENT TO BARABAR TAMIALIS
O	081068	4/22/09	VWR INTERNATIONAL, INC.	\$71.47	MICROBIOLOGY SUPPLIES
O	081069	4/22/09	W A X I E	\$111.97	CUSTODIAL SUPPLIES
O	081070	4/22/09	WESTERN CENTER ON LAW/POVERTY	\$6,576.84	Guide to Opportunity Manuals
O	081071	4/22/09	WESTERN EXTERMINATOR COMPANY	\$895.00	CONTRACT SERVICES
O	081072	4/22/09	JOSEPH WILBUR	\$950.00	AUDIO ENGINEERING SERV./IVC SP09 DANCE CONCERT
O	081073	4/22/09	WITMER PUBLIC SAFETY GROUP	\$382.50	SAFETY SUPPLIES FOR STUDENT LABS
O	081074	4/22/09	LIPPINCOTT WILLIAMS & WILKINS	\$109.96	CHECK RUN
O	081075	4/22/09	TROXELL COMMUNICATIONS, INC.	\$5,259.16	PROJECTORS FOR A300 RENOVATION
O	081076	4/23/09	AARDVARK CLAY AND SUPPLIES	\$6,008.68	CERAMIC SUPPLIES
O	081077	4/23/09	JAMES ALBERT SCHOOL OF	\$1,998.00	Blanket P.O. to pay for Cosmo classes
O	081078	4/23/09	JULIE ANDERSON	\$48.37	Blanket PO for purchase of fish food & supplies
O	081079	4/23/09	APPLE COMPUTER INC.	\$812.33	System Upgrades for Graphic Designer
O	081080	4/23/09	ARMS OF VALOR	\$1,023.00	THEATRE SUPPLIES "FORUM"
O	081081	4/23/09	ASSESSMENT TECHNOLOGIES	\$487.00	ATI TESTING
O	081082	4/23/09	AUTUMN PRINT GROUP	\$817.82	Printing of 2010-2011 academic calendar
O	081083	4/23/09	B & H PHOTO	\$2,366.25	Photography equipment
O	081084	4/23/09	BAKER & TAYLOR	\$1,661.10	Purchase Books.
O	081085	4/23/09	BAKER & TAYLOR	\$16.49	Library materials per Tom Weisrock request
O	081086	4/23/09	BAMWALL CO.	\$3,136.00	Bamwall Schedule Maintenance
O	081087	4/23/09	BATTERY ZONE	\$890.19	BATTERIES
O	081088	4/23/09	BERKELEY MEDIA LLC	\$224.06	DVD FOR ANTHROPOLOGY
O	081089	4/23/09	HSBC BUSINESS SOLUTIONS	\$901.63	CAMERAS FOR COMPUTER FOR SBS
O	081090	4/23/09	BILLY TEES	\$220.78	T shirts for classified day use
O	081091	4/23/09	BIOPAC SYSTEMS, INC.	\$232.50	PHYSIOLOGY SUPPLIES
O	081092	4/23/09	BIRCHWOOD LABORATORIES, INC.	\$359.23	ART SUPPLIES
O	081093	4/23/09	BLICK ART MATERIALS	\$960.20	ART SUPPLIES
O	081094	4/23/09	BRENDA BORRON	\$551.29	Reimbursement for Production of Materials/CCCouncil
O	081095	4/23/09	ARNOLD BRAY	\$2,000.00	Legislative Advocacy
O	081096	4/23/09	SPORT SUPPLY GROUP	\$3,836.27	BENCHES FOR SOCCER FIELD
O	081097	4/23/09	BUDDY'S ALL STARS	\$1,780.00	Football Team Equipment Supplies
O	081098	4/23/09	BUY PC SUPPLIES, LLC	\$75.80	Vinyl dust covers

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O	081099	4/23/09	CALIFORNIA STAGE/LIGHTING, INC	\$816.35	Blanket for instructor supplies
O	081100	4/23/09	COX COMMUNICATIONS, INC	\$1,144.04	COX COMMUNICATIONS INTERCAMPUS WAN SERVICE
O	081101	4/23/09	FISHER SCIENTIFIC	\$17,789.49	BIOLOGY SUPPLIES
O	081102	4/23/09	FISHER SCIENTIFIC	\$5,222.56	CHEMISTRY EQUIPMENT
O	081103	4/23/09	MISSION VIEJO COUNTRY CLUB	\$220.89	Marketing Retreat
O	081104	4/23/09	AURIC ENTERPRISES, INC.	\$440.50	CHEMISTRY LAB SUPPLIES
O	081105	4/23/09	BLACK CORAL HAWAII WHOLESALE	\$135.00	AQUARIUM SUPPLIES AND MAINTENANCE
O	081106	4/23/09	ACADEMIC SUPERSTORE	\$1,121.31	FINE ARTS BOXED SOFTWARE
O	081107	4/23/09	APPLE COMPUTER INC.	\$2,873.64	MACBOOK PRO LAPTOP
O	081108	4/23/09	B & H PHOTO	\$9,198.00	Tripods for HD Cameras
O	081109	4/23/09	DAVID E. ANDERSON, JR.	\$781.16	MILEAGE
O	081110	4/23/09	LINDA CALL	\$132.00	MILEAGE
O	081111	4/23/09	GANDER-PRINTCO	\$99.13	Business Cards
O	081112	4/23/09	GAYLORD BROTHERS, INC.	\$116.40	Purchase instructional supplies.
O	081113	4/23/09	GEOPRIME MINERALS	\$1,095.41	ROCK/MINERAL SPECIMENS
O	081114	4/23/09	GLOBAL INDUSTRIAL EQUIPMENT	\$6,936.54	Cabinets and Supplies
O	081115	4/23/09	W. W. GRAINGER	\$93.17	MAINTENANCE SUPPLIES
O	081116	4/23/09	MELODY HARPER	\$670.10	MILEAGE
O	081117	4/23/09	HD SUPPLY WATERWORKS	\$489.38	IRRIGATION AND GROUNDS SUPPLIES
O	081118	4/23/09	HIGHLAND WOODWORKING	\$136.95	ART SUPPLIES
O	081119	4/23/09	HITT MARKING DEVICES, INC.	\$57.15	Custom date stamp
O	081120	4/23/09	HOME DEPOT CREDIT SERVICES	\$814.25	MAINT/GROUNDS/CUST. SUPPLIES
O	081121	4/23/09	HORIZON	\$541.46	ANNUAL
O	081122	4/23/09	LESLIE HUMPHREY	\$69.99	REIMBURSEMENT FOR LESLIE HUMPHREY
O	081123	4/23/09	ICARUS FILMS	\$366.20	DVD FOR SOCIOLOGY
O	081124	4/23/09	INSTRUMENT COVERS II	\$1,173.63	PIANO COVERS/IVC DANCE DEPARTMENT
O	081125	4/23/09	IRVINE PIPE & SUPPLY	\$826.62	BLANKET PURCHASE ORDER FOR PARTS AND SUPPLIES
O	081126	4/23/09	IRVINE UNIFIED SCHOOL DIST.	\$300.00	REIMBURSEMENT FOR ERIN GARCIA
O	081127	4/23/09	IRVINE UNIFIED SCHOOL	\$95.00	KALEIDOSCOPE REIMBURSEMENT CHRIS KOPCZYNSKI
O	081128	4/23/09	JOHNSTONE SUPPLY	\$90.35	OPEN PURCHASE ORDER FOR PARTS
O	081129	4/23/09	JVC SERVICE & ENGINEERING	\$280.31	Repair of JVC DVD DVCAM combo unit
O	081130	4/23/09	K-LOG COMPANY	\$408.45	SUPPLIES FOR CDES
O	081131	4/23/09	CRISTA KELSEY	\$300.00	SCHOLARSHIP FOR C.KELSEY
O	081132	4/23/09	GARY L. KUSUNOKI	\$165.00	Annual Maintenance: Citation hearings
O	081133	4/23/09	LAB SAFETY SUPPLY INC.	\$182.72	SAFETY SUPPLIES FOR PREPROOM
O	081134	4/23/09	LAWN MOWERS ETC.	\$224.94	BLADE SHARPENING/GROUNDS
O	081135	4/23/09	LIBRARY VIDEO	\$32.42	DVDs FOR SOCIOLOGY
O	081136	4/23/09	LINKS SIGN LANGUAGE	\$2,961.00	Provide Interpreting Services
O	081137	4/23/09	LYNDA.COM, INC.	\$114.00	instructor training video
O	081138	4/23/09	McMASTER CARR SUPPLY CO.	\$198.19	MAINTENANCE SUPPLIES
O	081139	4/23/09	JOSEPH JAY MENDOZA	\$210.00	WORKSHOP PRESENTER
O	081140	4/23/09	MARCIA MILCHIKER	\$179.96	MMILCHIKER INTERNET 08/09
O	081141	4/23/09	ELAINE MILES	\$37.26	REIMBURSEMENT - ELAINE MILES
O	081142	4/23/09	MILLENNIUM BUSINESS SERVICES	\$99.60	Business Cards
O	081143	4/23/09	JUNE M. MILLOVICH	\$149.02	Reimbursement
O	081144	4/23/09	MPS	\$2,600.93	ICLICKERS FOR CDES
O	081145	4/23/09	AUGUSTINE NAVARRO	\$180.00	WORKSHOP PRESENTER
O	081146	4/23/09	ORANGE CO. AUDITOR-CONTROLLER	\$380.48	Annual Maintenance: Range Fees
O	081147	4/23/09	ORANGE COUNTY PRINTING	\$1,798.33	HIGHLIGHTER W/RUBBER GRIP
O	081148	4/23/09	OCE-USA, INC.	\$20.00	MAINTENANCE AGREEMENT FOR FAX MACHINE
O	081149	4/23/09	OCE-IMAGISTICS	\$162.79	PITNEY-BOWES FAX MACHINE RENTAL

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S	Check #	Check Dt	Company Name	Check Amount	Description
O	081150	4/23/09	ON TRACK	\$593.07	Track & Field Supplies
O	081151	4/23/09	JENNIFER TARULLI	\$97.29	MILEAGE
O	081152	4/23/09	NEXUS IS, INC.	\$56,927.16	Tech Equipment - Tech Refresh
O	081153	4/23/09	EAGLE COMMUNICATIONS	\$511.16	RADIO SUPPLIES
O	081154	4/23/09	EDWARD EIEN	\$1,650.00	STAGE MANAG/LIGHT.ASSIST./IVC SP09 DANCE CONCERT
O	081155	4/23/09	ELECTRONIX EXPRESS	\$131.25	ELECTRONIC SUPPLIES
O	081156	4/23/09	ENTERPRISE RENT-A-CAR	\$394.56	OPEN P.O. FOR VEHICLE RENTAL
O	081157	4/23/09	BETSEY EVANS-MENDOZA	\$70.00	WORKSHOP MONITOR
O	081158	4/23/09	EWING IRRIGATION PRODUCTS	\$1,509.48	OPEN P.O. FOR SUPPLIES
O	081159	4/23/09	EBSCO SUBSCRIPTION SERVICE	\$19.74	CHECKRUN
O	081160	4/23/09	EBSCO SUBSCRIPTION SERVICE	\$51.95	CHECKRUN
O	081161	4/23/09	EBSCO SUBSCRIPTION SERVICE	\$34.29	CHECKRUN
O	081162	4/23/09	GEORGE E. DUVAL	\$2,500.00	KEYNOTE SPEAKER on 4/25/09
O	081163	4/24/09	INGRID STALHEIM ANDREWS	\$400.00	Training/ Consulting
O	081164	4/24/09	CALIFORNIA NEWSREEL	\$322.82	DVD FOR SOCIOLOGY
O	081165	4/24/09	CALIFORNIA STAGE/LIGHTING, INC	\$8,399.40	LIGHTING FOR PAC
O	081166	4/24/09	CAL'S CAMERAS	\$1,156.07	Photography supplies
O	081167	4/24/09	TERESA CAMACHO	\$38.34	Reimburse Terea Camacho
O	081168	4/24/09	CANDID CAMERA	\$220.98	DVD FOR PSYCHOLOGY
O	081169	4/24/09	CAPT	\$289.00	MBTI-Scoring Costs,As Needed
O	081170	4/24/09	CDW GOVERNMENT, INC.	\$1,115.79	Portable Projector/Case/Spare Lamp
O	081171	4/24/09	CHILD DEVELOPMENT MEDIA	\$101.48	DVD FOR CDES
O	081172	4/24/09	CINTAS CORPORATION	\$31.26	UNIFORM AND TOWEL SERVICE
O	081173	4/24/09	CLEARFLITE AIR PURIFIERS, INC.	\$498.08	FILTERS FOR AIR CLEANER
O	081174	4/24/09	COACH AMERICA	\$1,646.50	Bus for Emeritus Institute Field Trip 3/03/09
O	081175	4/24/09	COASTLINE ROP	\$576.38	Reimbursement to CROP for Tech Prep grant services
O	081176	4/24/09	DR. ANGELA COLOMBO	\$1,000.00	Consultant Agreement for Medical Assistant Program
O	081177	4/24/09	COMPUTER SECURITY PRODUCTS,	\$2,346.39	Security Cables for desktop computers
O	081178	4/24/09	COMPUTERLAND	\$118.00	Software for program development
O	081179	4/24/09	CONSOLIDATED ELECTRICAL DIST.	\$185.46	ELECTRICAL SUPPLIES
O	081180	4/24/09	COPYNET OFFICE SOLUTIONS, INC	\$325.16	Dept. Supplies
O	081181	4/24/09	MARY M. COURTNEY	\$400.00	TRAINING/CONSULTING SERVICES
O	081182	4/24/09	COUTTS LIBRARY SERVICES, INC.	\$17.67	Library books per Tom Weisrock request
O	081183	4/24/09	COX COMMUNICATIONS, INC	\$1,144.04	COX Communications Intercampus WAN service
O	081184	4/24/09	CPH ENTERPRISES	\$619.87	INSTRUCTIONAL SOFTWARE
O	081185	4/24/09	CULLIGAN	\$81.00	Open PO soft water service
O	081186	4/24/09	CUYAHOGA COMMUNITY COLLEGE	\$11,082.52	Payment for NSF Grant - Cuyahoga Comm College
O	081187	4/24/09	FACTS ON FILE	\$372.65	Library books per Tom Weisrock request
O	081188	4/24/09	FEDERAL EXPRESS	\$160.73	FEDERAL EXPRESS CHARGES
O	081189	4/24/09	FERGUSON ENTERPRISES, INC.	\$817.18	FINE ART RESTROOM PIPE SUPPORTS
O	081190	4/24/09	FACTS ON FILE, INC.	\$523.49	Encyclopedia and other books
O	081191	4/24/09	FILMS MEDIA GROUP	\$252.33	DVD's for Human Services Programs
O	081192	4/24/09	FIRST SCHOOL MONTESSORI	\$800.00	Child Care Services
O	081193	4/24/09	FOSTER CARE AUXILIARY OF OC	\$120.00	WORKSHOP PRESENTER
O	081194	4/24/09	FREESTYLE	\$580.67	Student photo supplies
O	081195	4/24/09	CDW GOVERNMENT, INC.	\$21,532.50	Core Network Upgrade
O	081196	4/24/09	CLASS LEASING, INC.	\$125,000.00	VILLAGE EXPANSION PROJECT & PORTABLE BLDG PURCHASE
O	081197	4/24/09	COMMERCE WEST BANK	\$11,396.79	BID 1081 -VILLAGE SWING SPACE RENOVATION
O	081198	4/24/09	gkkworks	\$27,017.11	Project: ATEP
O	081199	4/24/09	JACKSON, DE MARCO, TIDUS,	\$94,903.60	ATEP Legal Professional Services
O	081200	4/24/09	JRH CONSTRUCTION COMPANY, INC.	\$102,571.09	BID 1081 -VILLAGE SWING SPACE RENOVATION

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S	Check #	Check Dt	Company Name	Check Amount	Description
O	081201	4/24/09	MC KENNA LONG & ALDRIDGE, LLP	\$1,495.00	ATEP Project
O	081202	4/24/09	PCN3, INC.	\$267,637.50	BID 296, B200 SCIENCE LAB ANNEX AND B239 CONVERGIO
O	081203	4/24/09	PJHM ARCHITECTS	\$9,950.00	POOL DECK REPLACEMENT DESIGN SVC: ARCH AGREEMENT
O	081204	4/24/09	SUNNY SLOPE TREES	\$946.13	OPEN PURCHASE ORDER
O	081205	4/24/09	JEAN-LOUIS ASTIER	\$1,250.00	CHECK RUN
O	081206	4/24/09	JEAN-LOUIS ASTIER	\$1,250.00	CHECK RUN
O	081207	4/24/09	JASON E. BUTLER	\$1,250.00	CHECK RUN
O	081208	4/24/09	JASON E. BUTLER	\$1,250.00	CHECK RUN
O	081209	4/24/09	JON SEEMAN	\$1,250.00	CHECK RUN
O	081210	4/24/09	JON SEEMAN	\$1,250.00	CHECK RUN
O	081211	4/28/09	ORANGE COUNTY SCHOOL BOARDS	\$51.00	RMATHUR TO OCSBA DINNER MEETING
O	081212	4/28/09	ORANGE COUNTY SCHOOL BOARDS	\$51.00	RMATHUR TO OCSBA DINNER MEETING
O	081213	4/28/09	ALANA GATES	\$500.00	965507 CWE: TPP PRACTICUM
O	081214	4/28/09	NOE APARICIO, JR.	\$500.00	786573 CWE: TPP PRACTICUM
O	081215	4/28/09	RYAN JASON CHENG	\$500.00	550730 CWE: TPP PRACTICUM
O	081216	4/28/09	ZAHRA GOLKARIYEH	\$500.00	769799 CWE: TPP PRACTICUM
O	081217	4/28/09	MOJGAN HOORMAZDI MOBARAK	\$500.00	598016 CWE: TPP PRACTICUM
O	081218	4/28/09	HENRY TAEJUNG KIM	\$500.00	645574 CWE: TPP PRACTICUM
O	081219	4/28/09	JOSE ARTURO MURILLO, JR.	\$500.00	785291 CWE: TPP PRACTICUM
O	081220	4/28/09	SHEN-YU PAN	\$500.00	617996 CWE: TPP PRACTICUM
O	081221	4/28/09	MADISON LYNDALL SIMONS	\$500.00	664963 CWE: TPP PRACTICUM
O	081222	4/28/09	LESLIE DIANE WATSON	\$500.00	219830 CWE: TPP PRACTICUM
O	081223	4/28/09	HENRY SCHEIN, INC.	\$128.82	Nylatex Wrap for Adaptive PE class
O	081224	4/28/09	JENNIFER MILLER-SNIDER	\$100.00	TRAINING ASSISTANT
O	081225	4/28/09	PASCO SCIENTIFIC	\$2,532.57	PHYSICS EQUIPMENT
O	081226	4/28/09	PEOPLE ADMIN, INC.	\$33,000.00	PeopleAdmin-Svs.Agreement
O	081227	4/28/09	PHOENIX BUSINESS MACHINES,	\$500.00	RICOH: Maint Renewal IT Copier - Aficio 3235C
O	081228	4/28/09	RUSSELL F. PINNEGAR	\$150.00	STAGE TECHNICIAN/IVC SP.09 PERSPECTIVE DANCE CONCE
O	081229	4/28/09	RESERVE ACCOUNT 13631908	\$30,000.00	POSTAGE
O	081230	4/28/09	POCKET NURSE ENTERPRISES,	\$135.60	SUPPLIES FOR NURSING
O	081231	4/28/09	PRAXAIR	\$19.99	Emergency supplies
O	081232	4/28/09	QUICK SORT LOS ANGELES	\$2,143.76	Postage costs
O	081233	4/28/09	DR. DAVID ROSEN, SR.	\$100.00	DISTINGUISHED GUEST SPEAKER
O	081234	4/28/09	KAY RYALS	\$756.90	CTEP PRINTING/BOUNDING REIMBURSEMENT
O	081235	4/28/09	S & B FOODS	\$605.60	Matriculation Kick Off Probation Campaign
O	081236	4/28/09	SAMY'S CAMERA	\$3,885.64	Photography paper
O	081237	4/28/09	SAN CLEMENTE ART SUPPLY	\$199.76	Printmaking & drawing supplies
O	081238	4/28/09	SANTA ANA UNIFIED SCHOOL	\$3,747.60	Transportation reimbursement Senior Day
O	081239	4/28/09	HARLAND TECHNOLOGY SERVICES	\$24.18	Software Maintenance Agreement Renewal
O	081240	4/28/09	GUISELLE SCOTT	\$315.00	WORKSHOP TRAINER
O	081241	4/28/09	SEHI PROCOMP COMPUTER PRODUCTS	\$2,192.09	Printer for Writing Ctr.LIB110 B
O	081242	4/28/09	SIEMENS WATER TECHNOLOGIES	\$141.75	Annual Contract: Deionized Water Tanks
O	081243	4/28/09	SIGMA ALDRICH CHEMICAL CO.	\$754.37	BIOLOGY SUPPLIES
O	081244	4/28/09	SMARDAN SUPPLY - EL MONTE	\$522.08	PLUMBING SUPPLIES
O	081245	4/28/09	THOMAS L. SMITH	\$49.95	TOM SMITH REIMBURSEMENT
O	081246	4/28/09	SOUTHERN CALIFORNIA EDISON CO.	\$1,456.74	Annual Electric Service
O	081247	4/28/09	SOUTHERN CALIFORNIA EDISON CO.	\$10,166.30	Annual Electric Service
O	081248	4/28/09	SOUTHERN CALIFORNIA EDISON CO.	\$14,823.84	Annual Electric Service
O	081249	4/28/09	SOUTHERN CALIFORNIA GAS CO.	\$1,637.67	Annual Gas Service
O	081250	4/28/09	SOUTHERN CALIFORNIA GAS CO.	\$8,078.84	Annual Gas Service
O	081251	4/28/09	SOUTHERN CALIFORNIA GAS CO.	\$28.83	Annual Gas Service

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S	Check #	Check Dt	Company Name	Check Amount	Description
O	081252	4/28/09	SOUTHERN COUNTIES OIL	\$559.81	BLANKET PURCHASE ORDER FOR DIESEL FUEL
O	081253	4/28/09	SOCCCD REVOLVING FUND	\$2,281.90	REIMBURSE SOCCCD REVOLVING FUND
O	081254	4/28/09	DR. BOBBE SOMMER	\$100.00	DISTINGUISHED GUEST SPEAKER
O	081255	4/28/09	THE SPIVEY GROUP, LLC	\$2,025.00	License/Software
O	081256	4/28/09	SYSTEMS SOURCE, INC.	\$2,426.19	Panels
O	081257	4/28/09	EDWARD TACKETT	\$214.17	ED TACKETT REIMBURSEMENT NONINSTR SUPPL
O	081258	4/28/09	BARBARA TAMIALIS	\$53.54	Reimbursement for Refreshments
O	081259	4/28/09	TECHSMITH CORP	\$2,001.75	SOFTWARE FOR SBS
O	081260	4/28/09	TENNESSEE TECH UNIVERSITY	\$55,003.50	Payment for NSF Subaward - Tennessee Tech Univ
O	081261	4/28/09	TRAFFIC CONTROL SERVICE, INC.	\$1,557.01	TRAFFIC SIGNS FOR CAMPUS
O	081262	4/28/09	NICK TRANI	\$59.28	Expense Reimbursement
O	081263	4/28/09	TROXELL COMMUNICATIONS, INC.	\$7,077.58	Sound System
O	081264	4/28/09	TV MAGIC, INC.	\$750.00	MAINTENANCE ON BOT VOTING SYSTEM
O	081265	4/28/09	U.S. PLASTICS COMPANY	\$640.86	BIOLOGY SUPPLIES
O	081266	4/28/09	UNITED SITE SERVICES OF CA,	\$208.63	PORTABLE RESTROOM FOR IVC BASEBALL FIELD
O	081267	4/28/09	SUSAN M. UNOURA	\$460.09	Student Art
O	081268	4/28/09	VERIZON WIRELESS	\$813.92	VERIZON Wireless Aircards/PDA Service
O	081269	4/28/09	CAROLYN VERLEUR	\$100.00	DISTINGUISHED GUEST SPEAKER
O	081270	4/28/09	LAURA VIDAL-PRUDHOLME	\$117.58	REIMBUSMENT TO LAURA VIDAL PRUDHOLME
O	081271	4/28/09	VWR INTERNATIONAL, INC.	\$1,784.96	ASTRONOMY SUPPLIES
O	081272	4/28/09	WARD'S NATURAL SCIENCE	\$10.63	CHEMICALS
O	081273	4/28/09	WARE DISPOSAL CO., INC.	\$395.83	TRASH REMOVAL SERVICES
O	081274	4/28/09	W A X I E	\$196.02	STORAGE CONTAINERS
O	081275	4/28/09	WEST-LITE SUPPLY CO.	\$164.43	INCANDESCENT LAMPS FOR PAC
O	081276	4/28/09	XEROX CORP.	\$1,207.18	Lease/Maint. for DocuColor 2045 Printer
O	081277	4/28/09	XEROX CORP.	\$3,876.58	Xerox 7665P for HR
O	081278	4/28/09	XEROX CORP.	\$5,635.43	DocuTech 6135 Lease/Maintenance
O	081279	4/28/09	LUCINDA ZAMORA	\$51.82	Reimbursement
O	081280	4/28/09	XEROX CORP.	\$75.78	MAINTENANCE AGREEMENT FOR XEROX
O	081281	4/28/09	TROXELL COMMUNICATIONS, INC.	\$11,939.68	PROJECTORS FOR A300 RENOVATION
O	081282	4/28/09	JAMES K. FAGAN	\$25.00	WORKERS' COMP FIRST AID ACCOUNT
O	081283	4/28/09	TUSTIN IRVINE MEDICAL GROUP	\$109.21	WORKERS' COMP FIRST AID ACCOUNT
O	081284	4/28/09	RPM CONSULTANT GROUP	\$2,089.39	GASB 43 & 45 Compliance
O	081285	4/28/09	CR MRIG COMPANY	\$350.00	Counseling Web Conference
O	081286	4/28/09	APRIL CUNNINGHAM	\$152.70	Conference for April Cunningham
O	081287	4/28/09	TAM DO	\$88.00	Tam Do to attend 2009 CIAC Conference-SFO
O	081288	4/28/09	JIM GASTON	\$1,922.48	Reimburse for Educause W.Regional Conf - Apr09
O	081289	4/28/09	RICHARD GOODMAN	\$870.00	Conference Reimbursement for Rich Goodman
O	081290	4/28/09	RONI LEBAUER	\$641.95	Conference Reimbursement for Roni Lebauer
O	081291	4/28/09	MIKI MIKOLAJCZAK	\$152.70	Conference for Miki Mikolajczak
O	081292	4/28/09	MEGAN NEWTON	\$75.62	REIMBURSEMENT - STAFF DEVELOPMENT
O	081293	4/28/09	KEVIN O'CONNOR	\$114.88	ACTLA Conference -Kevin O'Connor
O	081294	4/28/09	SCHOOLSFIRST FCU	\$20.00	R MATHUR to Ohlone College
O	081295	4/28/09	DIANE PESTOLESI	\$633.80	REIMBURSE DIANE PESTOLESI
O	081296	4/28/09	BARBARA TAMIALIS	\$434.40	REIMBURSMENT TO BARBARA TAMIALIS
O	081297	4/28/09	LAURA VIDAL-PRUDHOLME	\$660.34	Conference Reimbursement for Laura Vidal-Prudholme
O	081298	4/28/09	OMAR YUNES	\$450.00	Conference Reimbursement for Omar Yunes
O	081299	4/29/09	CHEVRON AND TEXACO BUSINESS	\$367.16	2008/09 Use of Gasoline by Various Departments
O	081300	4/29/09	MATTHEW FURMANSKI	\$1,250.00	CHECK RUN
O	081301	4/29/09	MATTHEW FURMANSKI	\$1,250.00	CHECK RUN
O	081302	4/29/09	ESMOREIT KOETSIER	\$2,500.00	CHECK RUN



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O	081303	4/29/09	AUSTIN-FOUST ASSOCIATES, INC.	\$13,545.00	ATEP Project -
O	081304	4/29/09	CALIFORNIA POWER PARTNERS, INC.	\$149,274.80	ENERGY CONSERVATION PROJECTS
O	081305	4/29/09	COMMERCE WEST BANK	\$8,448.86	BID NO.1071, F.A. RESTRM EXPANSION
O	081306	4/29/09	CROWNER SHEET METAL PRODUCTS	\$30,376.72	PKG.H, SHEET METAL, BID 279, IVC.
O	081307	4/29/09	HAITBRINK ASPHALT PAVING,	\$28,760.00	ROCKS FOR SPORTS FIELDS PARKING LOT
O	081308	4/29/09	JOYCE INSPECTION & TESTING	\$6,960.00	HIRE DSA INSPECTOR FOR A300 & B200 AT IVC
O	081309	4/29/09	JRH CONSTRUCTION COMPANY, INC.	\$76,039.78	BID NO.1071, F.A. RESTRM EXPANSION
O	081310	4/29/09	LAMAR SPACE INC.	\$146.81	TRAILER FOR INSPECTOR OF RECORD ON A300/B200
O	081311	4/29/09	LPA, INC.	\$3,560.84	ARCHITECTURAL SERVICES
O	081312	4/29/09	MARTIN INTEGRATED SYSTEMS	\$23,079.40	FOR PKG. N, ACOUSTICAL CEILINGS, BID 279
O	081313	4/29/09	PUHM ARCHITECTS	\$5,273.31	POOL DECK REPLACEMENT DESIGN SVC: ARCH AGREEMENT
O	081314	4/29/09	PUBLIC ECONOMICS, INC.	\$16,118.33	CONSULTING SERVICES-REDEVELOPMENT
O	081315	4/29/09	RGP PLANNING & DEVELOPMENT	\$41,573.07	ATEP Project
O	081316	4/29/09	SPORTS SURFACES DISTRIBUTING,	\$79,050.00	REPLACE TRACK SURFACE
O	081317	4/29/09	ROBERT E. KRUSE III	\$600.00	STAGE TECHNICIAN/IVC SP09 STUDENTS DANCE CONCERT
O	081318	4/30/09	SOLDERMASK INC.	\$354.80	PROTOTYPING SUPPLIES
O	081319	4/30/09	AIA CORPORATION	\$1,796.58	Promotional/Giveaway Items-CSCCU
O	081320	4/30/09	AMBIENT, LLC	\$162.99	GEOLOGY SUPPLIES
O	081321	4/30/09	BIO-RAD LABORATORIES, INC.	\$1,967.64	BIOLOGY SUPPLIES
O	081322	4/30/09	CSK AUTO, INC.	\$1,180.94	ART SUPPLIES
O	081323	4/30/09	D.E. VISUALS	\$64.80	Dept. Resource
O	081324	4/30/09	D3 SPORTS, INC.	\$1,937.95	BASEBALL HATS
O	081325	4/30/09	D4 SOLUTIONS INC.	\$764.81	Installation of wireless access points
O	081326	4/30/09	DANA POINT YACHT MAINTENANCE	\$63.80	Blanket PO for Boston Whaler Monthly Hull Cleaning
O	081327	4/30/09	DATAMAX O'NEIL PRINTER	\$723.60	Parking Permit Dispenser Paper
O	081328	4/30/09	SHARON DE LEON	\$400.00	Training/Consulting Services
O	081329	4/30/09	DELL MARKETING L.P.	\$776.34	Optiplex workstation upgrades
O	081330	4/30/09	DELTA EDUCATION, LLC	\$19.08	Library video per Tom Weisrock request
O	081331	4/30/09	DHARMA TRADING CO.	\$311.76	STUDENT ART SUPPLIES - SUMMER 09
O	081332	4/30/09	JEFF DORSZ	\$398.83	Reimbursement for Internet Services
O	081333	4/30/09	C.W. DRIVER CONTRACTORS, INC.	\$11,261.48	CONTRACT SERVICES
O	081334	4/30/09	DUNN-EDWARDS CORPORATION	\$197.12	Blanket for paint
O	081335	4/30/09	DYNALAB	\$498.40	CHEMISTRY SUPPLIES
O	081336	4/30/09	FISHER SCIENTIFIC	\$1,334.10	ACID TRAYS
O	081337	4/30/09	S & B FOODS	\$612.87	PURCHASE OF FOOD FOR MONTHLY BOARD MEETINGS
O	081338	4/30/09	S & B FOODS	\$488.92	Cost of 2009 OCLTF Breakfast
O	081339	4/30/09	DAIRY DEPOT	\$65.76	NUTRITIONAL MILK AND DAIRY SUPPLIES
O	081340	4/30/09	DELL MARKETING L.P.	\$108,823.30	District Services Computer Refresh
O	081341	5/01/09	ANNE FITZGERALD	\$25.84	MILEAGE
O	081342	5/01/09	GANDER-PRINTCO	\$356.22	One color stationery A&R
O	081343	5/01/09	JENNIFER GLEIZER	\$34.90	REIMBURSEMENT FOR JENNIFER
O	081344	5/01/09	GOLF VENTURES WEST	\$47,545.50	NEW EQUIPMENT - MOWER
O	081345	5/01/09	GOODWILL INDUSTRIES OF	\$890.00	Sign Language interpreting services for deaf stude
O	081346	5/01/09	W. W. GRAINGER	\$2,385.65	SHOP TOOLS
O	081347	5/01/09	GRANICUS, INC.	\$1,075.00	Board Meeting Streaming Video Monthly Support
O	081348	5/01/09	CELIA GRIFFITHS	\$50.00	PANEL MEMBER
O	081349	5/01/09	KELLY GRIMES	\$180.00	WORKSHOP PRESENTER
O	081350	5/01/09	MELODY HARPER	\$158.03	MILEAGE
O	081351	5/01/09	HOME DEPOT CREDIT SERVICES	\$1,898.17	Blanket PO for Technology Svc.
O	081352	5/01/09	INDUSTRIAL METAL SUPPLY CO.	\$145.83	METAL SUPPLIES FOR FACILITIES
O	081353	5/01/09	INSIGHT MEDIA	\$157.94	Instructional video

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O	081354	5/01/09	INTEGRA SERVICES	\$5,975.00	MAINTENANCE FOR SLS MACHINE
O	081355	5/01/09	IPSWITCH, INC.	\$1,195.00	CHECK RUN
O	081356	5/01/09	IRVINE PIPE & SUPPLY	\$806.21	PLUMBING SUPPLIES
O	081357	5/01/09	IRVINE RANCH WATER DIST.	\$8,323.76	Annual Water Service
O	081358	5/01/09	IVC CHILD DEVELOPMENT CENTER	\$300.00	Child Care Services
O	081359	5/01/09	BILL JAY	\$327.29	WJAY INTERNET 08/09
O	081360	5/01/09	JOHNSTONE SUPPLY	\$731.50	SUPPLIES FOR MAINTENANCE
O	081361	5/01/09	DR. CRAIG JUSTICE	\$124.65	Reimburse Craig Justice for coat tree for office.
O	081362	5/01/09	K-LOG COMPANY	\$1,987.56	Desk for Reading Dept. in CC6
O	081363	5/01/09	KATERCRAFTS BOOKBINDERS	\$2,378.41	Book binding for ESL titles.
O	081364	5/01/09	KEN'S SPORTING GOODS	\$1,063.75	Football Team Equipment Supplies
O	081365	5/01/09	DAVID KITE	\$45.50	Reimburse David Kite for camera expenses.
O	081366	5/01/09	TOD KUBO	\$265.34	REIMBURSE IVC DANCE CHOREOGRAPHER/DANCE COSTUMES
O	081367	5/01/09	LOS ANGELES TIMES	\$38.54	CHECK RUN
O	081368	5/01/09	LINKS SIGN LANGUAGE	\$987.00	Provide Interpreting Services
O	081369	5/01/09	LINKYO CORP dba	\$520.91	STUDENT SUPPLIES FOR SPRING 09
O	081370	5/01/09	LOOMIS, FARGO & CO., INC	\$452.97	Armored Car Service 08/09
O	081371	5/01/09	ARDITH LYNCH	\$116.64	REIM. TO ARIDITH LYNCH FOR OFFICE SUPPLIES
O	081372	5/01/09	MAQUINSAL SEWING MACHINE CO.	\$543.86	FASHION EQUIPMENT
O	081373	5/01/09	MC KESSON MEDICAL SURGICAL	\$411.60	SUPPLIES FOR MEDICAL ASSISTING
O	081374	5/01/09	JOSEPH JAY MENDOZA	\$420.00	WORKSHOP PRESENTER
O	081375	5/01/09	METRONOME, INC.	\$5,339.86	SOCCCD Wireless APS
O	081376	5/01/09	MICRO CENTER	\$189.14	COMPUTER AND ELECTRONIC SUPPLIES
O	081377	5/01/09	MIDWEST LIBRARY SERVICE	\$324.55	Purchase books.
O	081378	5/01/09	MISSION PRINTING COMPANY	\$252.44	Purchase IVC Circle Labels
O	081379	5/01/09	MISSION VIEJO FLORIST	\$326.25	Commencement: Floral Arrangements
O	081380	5/01/09	CITIZENS BUSINESS BANK	\$53,038.55	Viron mechanical retrofit and energy mgt. program
O	081381	5/01/09	NATIONAL KITCHEN & BATH	\$69.60	Dept. Resource
O	081382	5/01/09	NEUDESIC, LLC	\$4,611.00	MAP Feasibility Business Analysis
O	081383	5/01/09	HALEY NGUYEN	\$202.67	Reimbursement to Faculty
O	081384	5/01/09	AEROFUND FINANACIAL, INC.	\$14,286.50	BID.....5YR CONTRACT
O	081385	5/01/09	NOTHING BUT AIR	\$1,188.50	Commencement: Balloons & Special Banner
O	081386	5/01/09	NURSERY MAID	\$3,509.36	EQUIPMENT FOR CDES
O	081387	5/01/09	ORANGE CO. FARM SUPPLY	\$32.46	FEE-BASED BIOLOGY SUPPLIES
O	081388	5/01/09	ORANGE COUNTY PRINTING	\$4,027.64	BRITE LINER GRIP HIGHLIGHTERS
O	081389	5/01/09	ORANGE COUNTY REGISTER	\$368.00	AD FOR BID 1090
O	081390	5/01/09	ORANGE COUNTY REGISTER	\$324.00	AD FOR BID 286
O	081391	5/01/09	OCEANSIDE PHOTO & TELESCOPE	\$500.19	ASTRONOMY SUPPLIES
O	081392	5/01/09	ORANGEWOOD CHILDREN'S	\$50.00	PANEL MEMBER
O	081393	5/01/09	ORIENTAL TRADING COMPANY, INC.	\$173.73	Purchase supplies for awards event.
O	081394	5/01/09	DIANE RIOPKA	\$73.21	MILEAGE
O	081395	5/01/09	S & B FOODS	\$699.19	Cost of Refreshments at BSI English Workshop
O	081396	5/01/09	ORKIN INC.	\$90.00	Annual Maintenance: Bug Control
O	081397	5/01/09	iPARADIGMS, LLC	\$17,150.90	CHECK RUN
O	081398	5/01/09	NEUDESIC, LLC	\$155,008.00	Student Information System, Year 3
O	081399	5/01/09	ORANGE COUNTY REGISTER	\$1,856.00	AD FOR BID 1089
O	081400	4/30/09	THE RP GROUP	\$20,000.00	Consultant agreement
O	081401	4/30/09	THE RP GROUP	\$5,040.00	Consultant agreement
O	081402	4/30/09	BUTTE-GLENN COMM. COLL. DIST.	\$180,000.00	Payment to Butte Glenn CCD
O	081403	4/30/09	INCENTRA SOLUTIONS	\$1,634.00	Contract services with Incentra Solutions
O	081404	5/01/09	AG DISTRIBUTORS & SUPPLIES	\$212.36	CDES SUPPLIES

## WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account

Sort: Sorted by Warrant #

Selection: Between #080487 and 081489

S	Check #	Check Dt	Company Name	Check Amount	Description
O	081405	5/01/09	ADVANCED ANALYTICAL, INC.	\$553.09	Training Video
O	081406	5/01/09	AFFILIATED COMPUTER SERVICES	\$176.00	Contract Svcs - ACS
O	081407	5/01/09	AGUINAGA GREEN, INC.	\$233.81	COMPOST FOR OUTDOOR GARDEN
O	081408	5/01/09	ALLEN DESIGNERS, INC.	\$16.45	FASHION SUPPLIES
O	081409	5/01/09	ALLIED REFRIGERATION INC	\$395.44	HVAC SUPPLIES
O	081410	5/01/09	AMERICAN 3B SCIENTIFIC	\$734.00	DRAWING & PAINTING MODELS
O	081411	5/01/09	AMTECH ELEVATOR SERVICES	\$1,693.33	ELEVATOR SERVICE
O	081412	5/01/09	JULIE ANDERSON	\$60.88	Blanket PO for purchase of fish food & supplies
O	081413	5/01/09	ARAMARK UNIFORM SERVICES	\$62.25	Shop coats,etc
O	081414	5/01/09	ARAMARK UNIFORM SERVICES	\$35.11	SHOP RAGS
O	081415	5/01/09	ARKEMA INC.	\$4,556.24	ED TACKETT/RAPIDTECH NONINSTR SUPPL
O	081416	5/01/09	LEE ARMSTRONG CO., INC.	\$2,932.00	BGS 1ST FLOOR FLOOR TILES
O	081417	5/01/09	ARROWHEAD DRINKING WATER	\$18.47	BLANKET PURCHASE ORDER FOR SUPPLIES
O	081418	5/01/09	ASW EXPRESS	\$2,362.90	FASHION SUPPLIES
O	081419	5/01/09	ATKINSON, ANDELSON, LOYA,	\$10,014.31	Attorney Services FY 2008/2009
O	081420	5/01/09	AUTOMOTIVE WORKWEAR	\$22.66	SAFETY SUPPLIES FOR PREPROOM
O	081421	5/01/09	B & H PHOTO	\$19.00	Student photo supplies
O	081422	5/01/09	BAKER & TAYLOR	\$4,434.34	Library materials per Tom Weisrock request
O	081423	5/01/09	ROBERT R. BALL	\$32.00	Notary Services
O	081424	5/01/09	BARCO PRODUCTS CO.	\$261.10	CUSTODIAL SUPPLIES
O	081425	5/01/09	BARNES & NOBLE	\$78.29	BOOKS ABOUT DREAMWEAVER CS4 WEB DEV
O	081426	5/01/09	BEE MAN	\$315.00	EMERGENCY BEE SERVICE
O	081427	5/01/09	LINDA H. BENNETT	\$251.00	997577 SCHOLARSHIP FOR STUDENT
O	081428	5/01/09	NANCY N. BESSETTE	\$464.11	Expense Reimbursement
O	081429	5/01/09	DENISE BLAIR	\$420.00	WORKSHOP TRAINER
O	081430	5/01/09	MARK BLETHEN	\$136.86	Expense Reimbursement
O	081431	5/01/09	BLICK ART MATERIALS	\$79.27	FEE BASE ART SUPPLIES - SUMMER 2009
O	081432	5/01/09	THE BLIND FACTORY	\$585.00	Blinds for A-200 and CDC
O	081433	5/01/09	BOARD OF REGISTERED NURSING	\$105.00	SCHOLARSHIP FOR LICENSURE
O	081434	5/01/09	BONE CLONES, INC.	\$4,763.25	SKULL FOR ANTHROPOLOGY
O	081435	5/01/09	BORDERS & BOOKS	\$2,720.90	WORKSHOP MATERIALS
O	081436	5/01/09	BOXCAR PRESS	\$285.00	2 Boxcar bases for letterpress class
O	081437	5/01/09	BROADCAST SUPPLY WORLDWIDE	\$2,152.50	Emergency Alert System for KSBR
O	081438	5/01/09	MIKE BROWN GRANDSTANDS, INC.	\$500.00	Baseball Bleacher Seating
O	081439	5/01/09	SARA BRUCE	\$100.00	PANEL MEMBER
O	081440	5/01/09	BUDDY'S ALL STARS	\$3,119.15	Football Team Equipment Supplies
O	081441	5/01/09	PAUL BURT	\$63.75	Contract Services
O	081442	5/01/09	BUSINESS MACHINE SECURITY	\$31.75	computer security hardware
O	081443	5/01/09	CAROLINA BIOLOGICAL SUPPLY	\$98.03	BIOLOGY SUPPLIES
O	081444	5/01/09	CDW GOVERNMENT, INC.	\$212.07	Portable Projector/Case/Spare Lamp
O	081445	5/01/09	CHAMPION CHEMICAL CO.	\$2,137.59	JANITORIAL SUPPLIES
O	081446	5/01/09	CHAVANT, INC.	\$487.34	DMP CLASSROOM SUPPLIES
O	081447	5/01/09	CHEMSEARCH	\$796.04	GROUNDS SUPPLIES
O	081448	5/01/09	CINEMA SECRETS, INC.	\$70.36	Blanket PO for make-up supplies
O	081449	5/01/09	CINTAS CORPORATION	\$31.26	UNIFORM AND TOWEL SERVICE
O	081450	5/01/09	CINTAS DOCUMENT MANAGEMENT	\$45.00	document destruction/paper recycling for A&R
O	081451	5/01/09	COACH AMERICA	\$2,026.00	Charter Bus Services
O	081452	5/01/09	COASTLINE ROP	\$2,726.50	PAY COASTLINE ROP FOR FLYER
O	081453	5/01/09	COMPUTERLAND	\$2,186.26	PHOTOSHOP SOFTWARE
O	081454	5/01/09	CSN SUPPLY	\$3,013.20	MAPS FOR GEOGRAPHY
O	081455	5/01/09	CYNOSURE NEW MEDIA, INC.	\$46,135.00	Online Orientation and Advisement

WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account

Sort: Sorted by Warrant #

Selection: Between #080487 and 081489

S	Check #	Check Dt	Company Name	Check Amount	Description
O	081456	5/01/09	BEYOND PLAY, LLC	\$283.41	CLASSROOM MATERIALS FOR SADDLEBACK CDC
O	081457	5/01/09	CRUCIAL TECHNOLOGY	\$141.35	MEMORY FOR PE 1750 SERVER
O	081458	5/05/09	AT&T	\$6.02	DATA LINES AT ATEP
O	081459	5/05/09	ATTORNEY GENERAL'S	\$75.00	Fee Due to Registry of Charitable Trusts95-3478369
O	081460	5/05/09	SVM, LP	\$8,060.95	Gas Cards for CARE Eligible students
O	081461	5/05/09	THUNDERLIPS MUSIC, INC.	\$1,300.00	Brass Quintet for IVC Commencement
O	081462	5/06/09	KRISTEN BUSH	\$1,024.00	Consulting Services: Web Development & Maint.
O	081463	5/06/09	EAGLE COMMUNICATIONS	\$531.29	RADIO SUPPLIES
O	081464	5/06/09	EBERHARD EQUIPMENT	\$761.25	LOJACK FOR TRACTOR
O	081465	5/06/09	EBSO SUBSCRIPTION SERVICE	\$313.36	CHECK RUN
O	081466	5/06/09	ECOLAB PROFESSIONAL PRODUCTS	\$130.50	FOOD/NUTRITION SUPPLIES
O	081467	5/06/09	ECONOMIC ALTERNATIVES, INC.	\$347.91	Annual Maintenance:Water Treatment
O	081468	5/06/09	eGeneral Medical Inc.	\$1,068.00	BIOLOGY EQUIPMENT
O	081469	5/06/09	ELSEVIER HEALTH SCIENCE	\$1,394.89	Materials for Paramedic students
O	081470	5/06/09	ENTERPRISE RENT-A-CAR	\$264.50	OPEN P.O. FOR VEHICLE RENTAL
O	081471	5/06/09	ESSENCE ENTERTAINMENT	\$330.00	Contract Sercives
O	081472	5/06/09	EXCELSIOR ELEVATOR CORPORATION	\$812.50	ANNUAL ELEVATOR MAINTENANCE SERVICE
O	081473	5/06/09	EXPO GUIDE	\$1,654.45	RAPIDTECH ADVERTISING
O	081474	5/06/09	SHANNON FASELER	\$208.48	Reimbursement
O	081475	5/06/09	FEDERAL EXPRESS	\$149.70	FEDERAL EXPRESS CHARGES
O	081476	5/06/09	CHELSEA FELLER	\$150.00	STAGE TECHNICIAN/IVC SP.09 PERSPECTIVE CONCERT
O	081477	5/06/09	CHELSEA FELLER	\$700.00	STAGE TECHNICIAN/IVC SP.09 STUDENTS DANCE CONCERT
O	081478	5/06/09	CHELSEA FELLER	\$432.25	Contract Services
O	081479	5/06/09	THERESA FERNALD	\$156.86	REIMURSEMENT FOR SPRING 2009 - THERESA FERNALD - A
O	081480	5/06/09	TINA FIETSAM	\$300.00	WORKSHOP PRESENTER
O	081481	5/06/09	FILMS MEDIA GROUP	\$761.74	DVD's for Human Services Programs
O	081482	5/06/09	FISHER SCIENTIFIC	\$2,566.46	PHLEBOTOMY SUPPLIES
O	081483	5/06/09	FOTODYNE, INC.	\$6,821.10	COMPETITIVE EQUIPMENT ITEM #128
O	081484	5/06/09	FRANCHISE TAX BOARD	\$10.00	Balance due to Franchise Tax Board (95-3478369)
O	081485	5/06/09	FREESTYLE	\$2,435.28	COMPETITIVE EQUIPMENT ITEM #128
O	081486	5/06/09	FREEWAY AUTO SUPPLY	\$540.73	TRANSPORTATION SUPPLIES
O	081487	5/06/09	FREEWAY AUTO SUPPLY	\$85.30	Emergency supplies
O	081488	5/06/09	FRY'S ELECTRONICS	\$417.49	OPEN PO FOR COMPUTER SUPPLIES
O	081489	5/06/09	DISCOUNT SCHOOL SUPPLY	\$10.01	CLASSROOM MATERIALS FOR SADDLEBACK CHILD DEV. CTR.
				<u>\$6,336,582.70</u>	

FUND SUMMARY
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<u>Description</u>	<u>Amount</u>
01 - General Fund	\$3,200,235.43
12 - Child Development Fund	\$3,827.33
40 - Capital Outlay Fund	\$2,920,002.35
68 - Self-Insurance Fund	\$2,516.72
71 - Retiree Benefit Fund	\$210,000.87
	<u>\$6,336,582.70</u>

WARRANT REGISTER LISTING

Bank Account (SC-CMED ) - Saddleback Community Ed

Sort: Sorted by Warrant #

Selection: Between #009508 and 009520

S	Check #	Check Dt	Company Name	Check Amount	Description
O	009508	4/17/09	ACTING EXPRESS	\$550.00	Com. Ed. Presenter
O	009509	4/17/09	CSNP, INC.	\$92.00	Proctor Exam Fees
O	009510	4/17/09	COMPUTRAX, INC.	\$1,382.50	Com. Ed. Presenter
O	009511	4/17/09	INSIGHT SYSTEMS GROUP, INC.	\$210.50	Com. Ed. Presenter
O	009512	4/17/09	NEW SCHOOL OF AMERICAN MUSIC	\$711.68	Com. Ed. Presenter
O	009513	4/17/09	ORANGE COUNTY PRINTING	\$675.59	College For Kids/Junior Gauchos/Com Ed Marketing
O	009514	4/17/09	TERRY ROWEN, INC.	\$4,765.00	Comm. Ed. Presenter
O	009515	4/17/09	SOUTH ORANGE COUNTY COMMUNITY	\$79.12	Stores Office Supplies
O	009516	5/04/09	CSNP, INC.	\$700.00	Com.Ed. Presenter - Classroom
O	009517	5/04/09	CMG COSMETICS	\$235.00	Com.Ed.Presenter
O	009518	5/04/09	CONSTANT CONTACT	\$360.00	CHECK RUN
O	009519	5/04/09	EDUCATION TO GO	\$1,145.00	Com. Ed. Presenter - Online Classes
O	009520	5/04/09	REGINA ROCHA TOURS	\$1,488.00	Com. Ed. Tour Guide
				<u>\$12,394.39</u>	

FUND SUMMARY

Description	Amount
09 - SC Community Education Fu	\$12,394.39
	<u>\$12,394.39</u>

Bank Account (IVC-CMED) Sort Selection : Sorted by Warrant # : Between #008561 and 008575  
Escape - AP

S	Check #	Check Dt	Company Name	Check Amount	Description
O	008561	4/20/2009	BOSTON REED COLLEGE	\$25,350.00	Comm. Ed presenter Spring 2009
O	008562	4/20/2009	EDUCATION TO GO	\$715.00	CONTRACT INSTRUCTOR PAYMENT FOR COMMUNITY ED.
O	008563	4/20/2009	GATLIN EDUCATION SERVICES	\$1,295.00	ONLINE INSTRUCTIONAL SERVICES - COMMUNITY ED.
O	008564	4/20/2009	IRVINE VALLEY COLLEGE	\$46.52	Community Ed./Testing Center Duplicating Charges
O	008565	4/20/2009	DIKI SHIELDS	\$167.50	Presenter for Comm. Ed Fall '08 and Spr. '09
C	008566	4/20/2009	SOUTH ORANGE COUNTY COMMUNITY	\$0.00	Salaries & benefits for Jan. 1-March 31, 2009
C	008567	4/20/2009	SOUTH ORANGE COUNTY COMMUNITY	\$0.00	Salaries & benefits for Jan. 1-March 31, 2009
O	008568	4/20/2009	SOUTH ORANGE COUNTY COMMUNITY	\$26.24	Warehouse Supplies for IVC Community Education
O	008569	4/20/2009	SUPERIOR PRESS	\$30.78	Deposit Slips for IVC Community Education
O	008570	4/21/2009	POSTMASTER	\$6,275.63	CHECK RUN
O	008571	5/4/2009	GATLIN EDUCATION SERVICES	\$1,495.00	ONLINE INSTRUCTIONAL SERVICES - COMMUNITY ED.
O	008572	5/4/2009	DARLENE SWAPP	\$40.00	IVC COMMUNITY EDUCATION REFUND
O	008573	5/4/2009	S & B FOODS	\$653.07	Comm. Ed Seminars Everblue Lunch Catering
O	008574	5/4/2009	KYONG SONG	\$298.00	Community Education presenter IVC 2008-2009
O	008575	5/4/2009	TEACH ME HELP ME EDUCATIONAL	\$298.00	Contract instructor payment for IVC Comm. Ed
				<u>\$36,690.74</u>	



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WARRANT REGISTER LISTING

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**FUND SUMMARY**

<u>Description</u>	<u>Amount</u>
07 - IVC Community Educa	\$36,690.74
<b>Total</b>	<b>\$36,690.74</b>

**TO:** Board of Trustees

**FROM:** Dr. Raghu P. Mathur, Chancellor

**RE:** SOCCCD: Budget Amendment: Adopt Resolution No. 09-10 to Amend 2008-2009 Restricted General Fund

**ACTION:** Approval

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### **BACKGROUND**

Title 5 of the California Code of Regulations, Section 58199.5 provides that the Board of Trustees by resolution may amend the District budget to provide for the expenditure of funds, the amount of which was unknown at the time of the adoption of the final budget.

### **STATUS**

In order to properly account for the revenues and expenditures of these funds, it is necessary to amend the 2008/2009 Adopted Budget.

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

Board Financial Assistance Programs (BFAP) at Saddleback College	\$569.00
Board Financial Assistance Programs (BFAP) at Irvine Valley College	(\$569.00)
Instructional Equipment - 2008/09 Allocation for Saddleback College	\$7,396.00
Instructional Equipment - 2008/09 Allocation for Irvine Valley College	\$3,642.00
Scheduled Maint & Repairs - 2008/09 Allocation for Saddleback College	\$14,794.00
Scheduled Maint & Repairs - 2008/09 Allocation for Irvine Valley College	\$7,284.00
Tech Prep Regional Consortium Sub-Award at Saddleback College	<u>\$15,000.00</u>
Total Increase to the General Fund	<u>\$48,116.00</u>
 Total Budget Amendment	 <u>\$48,116.00</u>

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 09-10 to amend the 2008/2009 Adopted Budget as indicated in Exhibits A & B.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION 09-10

May 26, 2009

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$48,116 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 58199.5 as follows:

<u>Fund</u>	<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
01	8629	State Revenue	\$22,077
01	8830	Local Revenue	\$15,000
01	8982	State Revenue	\$11,039
			<hr/>
			\$48,116

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

<u>Fund</u>	<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
01	1000	Academic Salaries	\$69
01	2000	Classified Salaries	\$5,759
01	3000	Fringe Benefits	\$741
01	4000	Books and Supplies	\$0
01	5000	Other Operating Expenses & Services	\$8,431
01	6000	Capital Outlay	\$33,116
01	7000	Other Outgo	\$0
			<hr/>
			\$48,116

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Title 5 of the California Code of Regulations, Section 58199.5, such excess funds are to be appropriated according to the following schedule:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION 09-10

May 26, 2009

BUDGET AMENDMENT EXPENDITURE DETAIL

**Board Financial Assistance Programs (BFAP) at Saddleback College**

INCOME

01-	8619-	2-021-1-026-000-6460	BFAP at Saddleback College	<u>569</u>
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EXPENDITURE

01-	1414-	2-021-1-026-000-6460	Temp Non-Classrm Faculty, Summer	69
01-	2141-	2-021-1-026-083-6460	Reg Clerc/Sec Staff (Non-Instr), Contract Assign	1
01-	2141-	2-021-1-026-000-6460	Reg Clerc/Sec Staff (Non-Instr), Contract Assign	199
01-	2383-	2-021-1-026-000-6460	Temp Shrt-Term Staff (Non-Instr), Hour Assign	166
01-	3120-	2-021-1-026-000-6460	STRS - Non-Instructional Staff	4
01-	3220-	2-021-1-026-000-6460	PERS - Non-Instructional Staff	19
01-	3320-	2-021-1-026-083-6460	OASDI - Non-Instructional Staff	23
01-	3360-	2-021-1-026-000-6460	MEDIC - Non-Instructional Staff	6
01-	3420-	2-021-1-026-000-6460	Health & Welfare - CLS Non-Instructional Staff	73
01-	3520-	2-021-1-026-000-6460	UNEMP - Non-Instructional Staff	1
01-	3620-	2-021-1-026-000-6460	W COMP - Non-Instructional Staff	8
				<u>569</u>

**Board Financial Assistance Programs (BFAP) at Irvine Valley College**

INCOME

01-	8619-	2-021-4-026-083-6460	BFAP at Irvine Valley College	<u>(569)</u>
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EXPENDITURE

01-	5830-	2-021-4-026-083-6460	Advertising	<u>(569)</u>
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**Instructional Equipment - 2008/09 Allocation for Saddleback College**

INCOME

01-	8629-	1-228-1-025-000-4900	Instruct Equip- 08/09 Alloc for Saddleback	<u>7,396</u>
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EXPENDITURE

01-	6410-	1-228-1-025-000-4900	New Equipment (\$200 or more, useful ... )	<u>7,396</u>
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**Instructional Equipment - 2008/09 Allocation for Irvine Valley College**

INCOME

01-	8629-	1-228-4-000-000-0000	Instruct Equip- 08/09 Alloc for Irvine Valley	<u>3,642</u>
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EXPENDITURE

01-	6410-	1-228-4-025-000-4900	New Equipment (\$200 or more, useful ... )	<u>3,642</u>
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**Scheduled Maint & Repairs - 2008/09 Allocation for Saddleback College**

INCOME

01-	8629-	1-229-1-025-000-6510	Sched Maint ... 08/09 Match Alloc for SC	7,397
01-	8982-	1-229-1-000-000-0000	Other Incoming Trnsfr ... Unallocated for SC	<u>7,397</u>
				<u>14,794</u>

EXPENDITURE

01-	6220-	1-229-1-025-000-6510	Buildings (Contract Services)	<u>14,794</u>
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**Scheduled Maint & Repairs - 2008/09 Allocation for Irvine Valley College**

INCOME

01-	8629-	1-229-4-000-000-0000	Sched Maint ... 08/09 State Alloc for IVC	3,642
01-	8982-	1-229-4-000-000-0000	Sched Maint ... 08/09 Match Alloc for IVC	<u>3,642</u>
				<u>7,284</u>

EXPENDITURE

01-	6220-	1-229-4-025-000-4900	Buildings (Contract Services)	<u>7,284</u>
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**Tech Prep Regional Consortium Sub-Award**

INCOME

01-	8830-	1-316-1-050-000-4930	Tech Prep Region Consort Sub Award at SC	<u>15,000</u>
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EXPENDITURE

01-	2141-	1-316-1-050-000-4930	Reg Clerc/Sec Staff (Non-Instr), Contract Assign	1,103
01-	2342-	1-316-1-050-000-4930	Non-Instr Classified, Overtime	4,290
01-	3220-	1-316-1-050-000-4930	PERS - Non-Instructional Staff	83
01-	3320-	1-316-1-050-000-4930	OASDI - Non-Instructional Staff	334
01-	3360-	1-316-1-050-000-4930	MEDICARE - Non-Instructional Staff	78
01-	3420-	1-316-1-050-000-4930	Health & Welfare - CLS Non-Instructional Staff	0
01-	3520-	1-316-1-050-000-4930	UNEMP - Non-Instructional Staff	17
01-	3620-	1-316-1-050-000-4930	W COMP - Non-Instructional Staff	95
01-	4580-	1-316-1-050-000-4930	In House Duplicating, Printing & Graphics	0
01-	4600-	1-316-1-050-000-4930	Non-Instr Supp & Mat (< \$200 or useful life ...)	0

EXHIBIT B  
Page 3 of 4

01-	5270-	1-316-1-050-000-4930	Conferences/Travel	3,000
01-	5271-	1-316-1-050-000-4930	District Supported Community Event	1,500
01-	5811-	1-316-1-050-000-4930	Contract Services	3,000
01-	5830-	1-316-1-050-000-4930	Advertising	1,500
01-	5840-	1-316-1-050-000-4930	Postage	0
01-	5891-	1-316-1-050-000-4930	Indirect Charges	0
				<u>15,000</u>



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

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**BACKGROUND**

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

**STATUS**

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

**RECOMMENDATION**

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



South Orange County Community College District

Transfer of Budget Appropriations

Journal Number	Account	Description	From	To	
BT09-01172	01-4200-0-000-7-012-000-6610	BOOKS/MAGAZINE & PERIODICALS: District Administration	\$2,225.00		
	01-4580-0-000-7-012-000-6610	DUPL CHBACKS: District Administration (All)	\$150.00		
	01-5173-0-000-7-012-000-6610	LECTURER/GUEST SPEAKER: District Administration	\$400.00		
	01-5270-0-000-7-012-000-6610	CONFERENCE: District Administration (All)	\$109.00		
	01-5271-0-000-7-012-000-6610	DIST. EVENTS & REFRESHMENTS: District Administration	\$900.00		
	01-5374-0-000-7-012-000-6610	MEMBERSHIPS: District Administration	\$1,000.00		
	01-5810-0-000-7-012-000-6610	CONTRACT PRINTING: District Administration (All)	\$282.00		
	01-5811-0-000-7-012-000-6610	CONTRACT SERVICES: District Administration (All)	\$9,234.00		
	01-5830-0-000-7-012-000-6610	ADVERTISING: District Administration	\$800.00		
	01-5650-0-000-7-012-000-6610	EQUIPMENT REPAIR: District Administration (All)	\$350.00		
	01-5825-0-000-7-012-000-6610	MISC EXPENSE: District Administration	\$3,824.00		
	01-6410-0-000-7-012-000-6610	NEW EQUIPMENT: District Administration (All)	\$1,228.00		
	01-6412-0-000-7-012-000-6610	SOFTWARE: District Administration	\$2,098.00		
	01-5153-0-000-7-012-000-6610	CONSULTANT: District Administration (All)		\$22,600.00	
				<u>\$22,600.00</u>	<u>\$22,600.00</u>
	BT09-01200	01-2141-1-021-4-026-083-6460	RG CLERIC SAL: Student Financial Aid Admin	\$5,736.00	
		01-3420-1-021-4-026-083-6460	BENS NINST CLSSF: Student Financial Aid Admin	\$17,474.00	
01-5999-1-021-4-026-083-6460		BALANCING ACCOUNT: Student Financial Aid Admin		\$23,210.00	
			<u>\$23,210.00</u>	<u>\$23,210.00</u>	
BT09-01219	01-6120-0-000-1-021-080-6510	SITE (CNTRCT SRV): Building Maintenance & Repairs	\$6,000.00		
	01-4600-0-000-1-021-078-6530	NON-INSTR SUPPLIES & MATERIALS: Physical Plant: Custodial Se		\$6,000.00	
			<u>\$6,000.00</u>	<u>\$6,000.00</u>	
BT09-01230	01-6120-0-000-1-021-080-6510	SITE (CNTRCT SRV): Building Maintenance & Repairs	\$6,700.00		
	01-4600-0-000-1-021-078-6530	NON-INSTR SUPPLIES & MATERIALS: Physical Plant: Custodial Se		\$6,700.00	
			<u>\$6,700.00</u>	<u>\$6,700.00</u>	
BT09-01235	01-6220-0-000-4-021-080-6599	BLDG (CNTRCT SRV): Physical Plant: Other Operation & Maint	\$12,500.00		
	01-5811-0-000-4-021-080-6599	CONTRACT SERVICES: Physical Plant: Other Operation & Maint		\$12,500.00	
			<u>\$12,500.00</u>	<u>\$12,500.00</u>	
BT09-01240	01-2161-1-050-1-034-089-6950	RG SVMMAINT SAL: Parking	\$34,500.00		
	01-3420-1-050-1-034-089-6950	BENS NINST CLSSF: Parking	\$15,500.00		
	01-6410-1-050-1-034-089-6950	NEW EQUIPMENT: Parking		\$50,000.00	
			<u>\$50,000.00</u>	<u>\$50,000.00</u>	
BT09-01274	01-2342-2-100-1-050-000-4900	NON-INSTR CLASS, OT: Interdisciplinary Studies	\$5,456.00		
	01-4600-2-100-1-050-000-4900	NON-INSTR SUPPLIES & MATERIALS: Interdisciplinary Studies		\$2,315.00	
	01-5830-2-100-1-050-000-4900	ADVERTISING: Interdisciplinary Studies		\$1,710.00	
	01-6411-2-100-1-050-000-4900	NEW EQUIP TECHNOLOGY: Interdisciplinary Studies		\$780.00	
	01-6412-2-100-1-050-000-4900	SOFTWARE: Interdisciplinary Studies		\$651.00	
			<u>\$5,456.00</u>	<u>\$5,456.00</u>	
BT09-01275	01-4600-0-000-1-022-000-6620	NON-INSTR SUPPLIES & MATERIALS: Executive College Admin(Pres	\$5,816.00		
	01-5270-0-000-1-022-095-6630	CONFERENCE: Research, Planning & Grants		\$5,816.00	
			<u>\$5,816.00</u>	<u>\$5,816.00</u>	
BT09-01296	01-5811-0-000-4-025-068-6599	CONTRACT SERVICES: Physical Plant: Other Operation & Maint	\$9,564.00		
	01-2383-0-000-4-035-077-6430	HR SHORTTERM SAL: EOPS		\$8,064.00	
	01-5830-0-000-4-035-077-6430	ADVERTISING: EOPS		\$1,500.00	
			<u>\$9,564.00</u>	<u>\$9,564.00</u>	
BT09-01319	01-6410-0-004-9-015-000-6780	NEW EQUIPMENT: Management Information Systems	\$7,156.00		
	01-6412-0-004-9-015-000-6780	SOFTWARE: Management Information Systems	\$50,000.00		
	01-5811-0-004-9-015-000-6780	CONTRACT SERVICES: Management Information Systems		\$57,156.00	
			<u>\$57,156.00</u>	<u>\$57,156.00</u>	
BT09-01337	95-4720-D-M15-1-036-000-0000	BANQ/MEALS: SCHOLARSHIPS CEREMONY	\$6,350.00		
	95-5271-D-M15-1-036-000-0000	DIST EVENT: SCHOLARSHIPS CEREMONY		\$6,350.00	
			<u>\$6,350.00</u>	<u>\$6,350.00</u>	
BT09-01339	01-5812-1-030-4-024-000-6320	CONTRACT SVCS SOFTWARE LICENSING, MAINT: Matriculation & Stu	\$46,135.00		
	01-6412-1-030-4-024-000-6320	SOFTWARE: Matriculation & Student Assessment		\$46,135.00	
			<u>\$46,135.00</u>	<u>\$46,135.00</u>	

Journal Number	Account	Description	From	To
BT09-01344	01-5153-2-100-1-050-000-4900	CONSULTANT: Interdisciplinary Studies	\$93.00	
	01-5269-2-100-1-050-000-4900	MILEAGE: Interdisciplinary Studies	\$80.00	
	01-5270-2-100-1-050-000-4900	CONFERENCE: Interdisciplinary Studies	\$2,631.00	
	01-5810-2-100-1-050-000-4900	CONTRACT PRINTING: Interdisciplinary Studies	\$1,275.00	
	01-5811-2-100-1-050-000-4900	CONTRACT SERVICES: Interdisciplinary Studies	\$10,000.00	
	01-5840-2-100-1-050-000-4900	POSTAGE: Interdisciplinary Studies	\$22.00	
	01-6410-2-100-1-050-000-4900	NEW EQUIPMENT: Interdisciplinary Studies	\$463.00	
	01-6411-2-100-1-050-000-4900	NEW EQUIP TECHNOLOGY: Interdisciplinary Studies	\$423.00	
	01-4600-2-100-1-050-000-4900	NON-INSTR SUPPLIES & MATERIALS: Interdisciplinary Studies		\$14,987.00
				<u>\$14,987.00</u>
BT09-01365	01-5270-0-000-7-010-000-6610	CONFERENCE: District Administration	\$856.00	
	01-5825-0-000-7-010-000-6610	MISC EXPENSE: District Administration	\$100.00	
	01-6410-0-000-7-010-000-6610	NEW EQUIPMENT: District Administration (All)	\$6,944.00	
	01-5153-0-000-7-010-000-6610	CONSULTANT: District Administration (All)		\$7,900.00
				<u>\$7,900.00</u>
BT09-01367	01-1312-1-006-1-058-036-1305	HR CLSSRM FAC OL: Human Development	\$6,400.00	
	01-4300-1-006-1-058-036-1305	Instructional Supply: Human Development		\$6,400.00
			<u>\$6,400.00</u>	<u>\$6,400.00</u>
BT09-01372	01-2141-1-023-1-051-077-6430	RG CLERIC SAL: Eops	\$16,286.00	
	01-7600-1-023-1-051-077-6430	Other Payments To Students: Eops		\$16,286.00
			<u>\$16,286.00</u>	<u>\$16,286.00</u>
BT09-01426	96-4730-D-M01-4-036-000-0000	HOST EXP: ASG OFFICE	\$500.00	
	96-5999-D-M01-4-036-000-0000	BALANCING: ASG OFFICE	\$6,750.00	
	96-5173-D-M01-4-036-000-0000	LECTURER/G: ASG OFFICE		\$500.00
	96-6410-D-M01-4-036-000-0000	NEW EQUIP: ASG OFFICE		\$6,750.00
			<u>\$7,250.00</u>	<u>\$7,250.00</u>
BT09-01428	01-6220-0-000-1-025-000-6510	BLDG (CNTRCT SRV): Physical Plant: Building Maint & Repairs	\$11,156.00	
	01-7400-0-229-1-025-000-6510	OTHER TRANSFERS: Physical Plant: Building Maint & Repairs		\$11,156.00
			<u>\$11,156.00</u>	<u>\$11,156.00</u>
BT09-01434	01-1415-1-203-4-080-093-6310	HR NCLSRM FAC STI: Counseling & Guidance	\$22,000.00	
	01-5811-1-203-4-080-093-6310	CONTRACT SERVICES: Counseling & Guidance		\$22,000.00
			<u>\$22,000.00</u>	<u>\$22,000.00</u>
BT09-01436	01-6410-0-000-4-025-000-6599	NEW EQUIPMENT: Physical Plant: Other Operation & Maint	\$14,720.00	
	01-7400-0-229-4-025-000-6510	OTHER TRANSFERS: Physical Plant: Building Maint & Repairs		\$14,720.00
			<u>\$14,720.00</u>	<u>\$14,720.00</u>
BT09-01445	01-4200-0-000-8-400-019-0901	BOOKS/MAGAZINE & PERIODICALS: Engineering, General	\$1,000.00	
	01-4300-0-000-8-400-019-0901	INSTR SUPPLIES & MATERIALS: Engineering, General	\$1,686.00	
	01-4600-0-000-8-400-019-0901	NON-INSTR SUPPLIES & MATERIALS: Engineering, General	\$1,500.00	
	01-5173-0-000-8-400-019-0901	LECTURER/GUEST SPEAKER: Engineering, General	\$2,000.00	
	01-5651-0-000-8-400-019-0901	MAINT AGREEMNT: Engineering, General	\$3,500.00	
	01-5840-0-000-8-022-000-6022	POSTAGE: Instructional Publications	\$2,305.00	
	01-6410-0-000-8-400-019-0901	NEW EQUIPMENT: Engineering, General	\$1,009.00	
	01-6412-0-000-8-400-019-0901	SOFTWARE: Engineering, General		\$13,000.00
			<u>\$13,000.00</u>	<u>\$13,000.00</u>
	BT09-01449	01-5999-0-000-4-022-000-6620	BALANCING ACCOUNT: Executive College Admin(Pres & Vice Pres	\$10,000.00
01-2483-0-000-4-037-085-6110		HR INSTR STRM SAL: Learning Centers (non ADA-generating)		\$10,000.00
			<u>\$10,000.00</u>	<u>\$10,000.00</u>
TOTAL			\$228,352.00	\$228,352.00

Recommended for Ratification  
By The Board of Trustees of South Orange County Community College District

**Saddleback College**

<b>Journal Number</b>	BT09-01142	BT09-01176	BT09-01197	BT09-01242	BT09-01283	BT09-01321	BT09-01343	BT09-01376	BT09-01400	BT09-01427
	BT09-01145	BT09-01177	BT09-01199	BT09-01243	BT09-01289	BT09-01324	BT09-01350	BT09-01378	BT09-01402	BT09-01430
	BT09-01148	BT09-01178	BT09-01202	BT09-01255	BT09-01293	BT09-01325	BT09-01352	BT09-01380	BT09-01405	BT09-01431
	BT09-01150	BT09-01180	BT09-01203	BT09-01256	BT09-01294	BT09-01326	BT09-01356	BT09-01387	BT09-01406	BT09-01437
	BT09-01151	BT09-01182	BT09-01204	BT09-01258	BT09-01295	BT09-01328	BT09-01357	BT09-01388	BT09-01407	BT09-01438
	BT09-01152	BT09-01183	BT09-01214	BT09-01261	BT09-01297	BT09-01329	BT09-01359	BT09-01389	BT09-01409	BT09-01440
	BT09-01155	BT09-01184	BT09-01216	BT09-01265	BT09-01308	BT09-01334	BT09-01360	BT09-01390	BT09-01410	
	BT09-01156	BT09-01185	BT09-01217	BT09-01268	BT09-01309	BT09-01335	BT09-01361	BT09-01391	BT09-01413	
	BT09-01157	BT09-01187	BT09-01218	BT09-01269	BT09-01310	BT09-01338	BT09-01366	BT09-01393	BT09-01414	
	BT09-01158	BT09-01189	BT09-01237	BT09-01270	BT09-01311	BT09-01340	BT09-01369	BT09-01395	BT09-01415	
	BT09-01160	BT09-01193	BT09-01239	BT09-01271	BT09-01312	BT09-01341	BT09-01370	BT09-01397	BT09-01416	
	BT09-01163	BT09-01196	BT09-01241	BT09-01272	BT09-01313	BT09-01342	BT09-01371	BT09-01399	BT09-01419	

**Irvine Valley College**

<b>Journal Number</b>	BT09-01154	BT09-01212	BT09-01226	BT09-01248	BT09-01280	BT09-01302	BT09-01332	BT09-01377	BT09-01423
	BT09-01165	BT09-01222	BT09-01227	BT09-01263	BT09-01281	BT09-01304	BT09-01333	BT09-01384	BT09-01424
	BT09-01208	BT09-01223	BT09-01228	BT09-01264	BT09-01282	BT09-01317	BT09-01345	BT09-01385	BT09-01446
	BT09-01209	BT09-01224	BT09-01233	BT09-01266	BT09-01300	BT09-01322	BT09-01351	BT09-01408	BT09-01448
	BT09-01211	BT09-01225	BT09-01246	BT09-01267	BT09-01301	BT09-01331	BT09-01353	BT09-01412	

**District Services**

<b>Journal Number</b>	BT09-01162	BT09-01205	BT09-01383	BT09-01417	BT09-01442
	BT09-01173	BT09-01382	BT09-01403	BT09-01418	

A T E P

**Journal Number** BT09-01171 BT09-01192

**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** SOCCCD: Gifts to the District and Foundations  
**ACTION:** Approval

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**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 or office within the college receiving the donated item reviews all gifts. Additionally, the Chancellor's Cabinet reviews the utility and appropriateness of the donated gift as to possible personnel or related cost factors.

**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 the Foundations listed on EXHIBIT A and further direct that its appreciation be appropriately conveyed to the donor(s).

**DONATIONS**  
**May 26, 2009**

**IRVINE VALLEY COLLEGE**

<b>Gift</b>	<b>Donated By:</b>
Oil Painting	Julie M. Wilson 5067 Avenida del Sol Laguna Woods, California 92637

**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** SOCCCD: April/May 2009 Contracts  
**ACTION:** Ratification

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### **BACKGROUND**

On January 16, 2007, the board authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$100,000, with the following exceptions: for contracts involving bid limits the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$65,000 for equipment, supplies and maintenance projects. During April/May 2009, the following contracts were reviewed and approved by the Deputy Chancellor, in consultation with the Chancellor, following review by legal counsel, when appropriate.

<b><u>CONTRACTOR NAME</u></b>	<b><u>CONTRACT AMOUNT</u></b>
Blackboard Connect Higher-Ed Services Agreement to provide a District-wide notification system.	\$ 70,500.00
Red Stone, Inc. Consultant Agreement to provide services for the PE-100 Interior Renovations Project at Saddleback College.	\$ 67,200.00
Laguna Ballet Consultant Agreement for performance of "The Nutcracker" at the McKinney Theatre.	\$ 30,000.00
SCAQMD Agreement to Purchase emission credits.	\$ 14,413.00
Hyperion Productions Performance Contract for performance of "Yesterday and Today" at the McKinney Theatre.	\$ 10,500.00
Fleming Artists Agreement for Artists' Services for the presentation of "The Second City" at McKinney Theatre.	\$ 8,500.00
Builder.com Service Activation Agreement to provide job position advertising.	\$ 7,674.00

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

JRS Presentations Performance Agreement for the presentation of "The Amazing Platters and the World Famous Coaster's Revenue" at the McKinney Theatre.	\$ 7,000.00
Center for Student Success Agreement- Amendment No. 1 to increase scope of work at an additional cost for the Transfer Counselor Website and Transfer Leadership Center Grant.	\$ 6,000.00
California Community Colleges Subscription Agreement to facilitate compliance with the information reporting requirements of the Student-Right-To-Know Act.	\$ 3,900.00
Aha! Process, Inc. Agreement for Consulting Services to provide workshop training for the FKCE Program.	\$ 3,500.00
Matthew Furmanski BOSI Contract Lease Agreement for display of artwork at Irvine Valley College.	\$ 2,500.00
Jon Seeman BOSI Contract Lease Agreement for display of artwork at Irvine Valley College.	\$ 2,500.00
Jean-Louis Astier BOSI Contract Lease Agreement for display of artwork at Irvine Valley College.	\$ 2,500.00
Jason E. Butler BOSI Contract Lease Agreement for display of artwork at Irvine Valley College.	\$ 2,500.00
Esmoreit Koetsier BOSI Contract Lease Agreement for display of artwork at Irvine Valley College.	\$ 2,500.00
Dr. Angela Colombo Consultant Agreement to assess all medical assistants and Phlebotomy program course content at Saddleback College.	\$ 1,000.00
Dennis Kenney Guest Artist Agreement for performance of "Sweeney Todd in Concert" at Mc Kinney Theatre.	\$ 562.30

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

John Huntington Guest artist Agreement for performance of "Sweeney Todd in Concert" at McKinney Theatre.	\$	562.30
Nick Alvarado Entertainment Contract for DJ services at McKinney Theatre fashion show.	\$	300.00
Fred Bedier Agreement to provide entertainment for Multicultural Day at Irvine Valley College.	\$	250.00
Keenan & Associates Loss Control Services Agreement to maintain liability insurance program and establish services and fees.	\$	0.00
Camino Health Center Affiliation Agreement to provide clinical training for students.	\$	0.00
Kaiser Foundation Hospitals Affiliation Agreement to provide clinical training for students.	\$	0.00
Irvine Family Medicine, Inc. Affiliation Agreement to provide clinical training for students.	\$	0.00
Mikio Tachibano, M.D. Inc. (Fountain Valley) Affiliation Agreement to provide clinical training for students.	\$	0.00
Mikio Tachibano, M.C. Inc. (Irvine) Affiliation Agreement to provide clinical training for students.	\$	0.00
Pacific Coast Medical Group Affiliation Agreement to provide clinical training for students.	\$	0.00
Anaheim Hills Surgery Center Affiliation Agreement to provide clinical training for students.	\$	0.00
Henry Cheng, M.D. Affiliation Agreement to provide clinical training for students.	\$	0.00
St. Joseph Medical Center Affiliation Agreement to provide clinical training for students.	\$	0.00

### **RECOMMENDATION**

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

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



**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** ATEP: Agreement with HCTD, LLC  
**ACTION:** Approval

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**BACKGROUND**

The District has considered several proposals from developers who wish to contract to provide project development services.

**STATUS**

The ATEP team selected HCTD, LLC a wholly owned subsidiary of Hudson Capital, LLC as the most appropriate developer for this project. The Board interviewed Victor Coleman of Hudson Capital at the March Board of Trustees meeting. Since then District staff and legal counsel have been meeting with the developer to complete the agreement (Exhibit A).

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the agreement (Exhibit A) with HCTD, LLC, a wholly owned subsidiary of Hudson Capital, LLC.

## DEVELOPMENT SERVICES AGREEMENT

**THIS DEVELOPMENT SERVICES AGREEMENT** (the “**Agreement**”) is made and entered into as of \_\_\_\_\_, 2009 (the “**Identification Date**”) by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT (“**District**”), and HCTD, LLC, a Delaware limited liability company (“**Development Manager**”). District and Development Manager may sometimes be referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

### RECITALS

The Parties enter into this Agreement on the basis of the following facts, understandings and intentions:

A. In May 2002, the United States of America, acting through the Department of the Navy (the “**Navy**”), approved an economic development conveyance of the former Marine Corps Air Station, Tustin (“**MCAS Tustin**”) to the City of Tustin (the “**City**”). On May 13, 2002, in accordance with that certain Agreement between the United States of America and the City of Tustin, California for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin (the “**Navy Conveyance Agreement**”), which sets forth the terms and conditions for the conveyance of a portion of MCAS Tustin by the Navy to the City (the “**City Property**”), a portion of MCAS Tustin was conveyed by federal deed to the City (the “**City Fee Property**”). In addition, a portion of the City Property was leased by the Navy to the City (the “**City Leased Property**”) pursuant to that certain Lease in Furtherance of Conveyance Between the United States of America and the City of Tustin, California for Portions of the Former Marine Corps Air Station Tustin dated May 13, 2002 (the “**LIFO**”).

B. On or about April 22, 2004, City and the District entered into that certain Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS, Tustin and the Establishment of an Advanced Technology Educational Campus (the “**City Conveyance Agreement**”), pursuant to which City agreed to convey a portion of the City Property comprising approximately sixty-eight and 37/100 (68.37) acres (the “**ATEP Site**”) in Orange County, California (the “**County**”) to the District on the terms and conditions set forth therein. Pursuant to the City Conveyance Agreement, (1) the City conveyed to the District fee title to approximately 37.66 acres of the City Fee Property (the “**SOCCCD Fee Property**”), pursuant to that certain Quitclaim Deed and Environmental Restriction Pursuant to Civil Code Section 1471 (the “**Quitclaim Deed**”) recorded on April 29, 2004, as Instrument No. 2004000369376 in the Official Records of the County (the “**Official Records**”), and (2) City subleased to the District approximately 30.71 acres of the City Leased Property (the “**Sublease Area**”), pursuant to that certain Sublease between the City of Tustin and the South Orange County Community College District for a Portion of MCAS Tustin dated April 29, 2004 (the “**Sublease**”), a Short Form Notice of which was recorded in the Official Records on April 7, 2004, as Instrument No. 2004000373082.

C. A legal description of the SOCCCD Fee Property is attached hereto as Exhibit A-1, and a legal description of the Sublease Area is attached hereto as Exhibit A-2. A map depicting the ATEP Site, which is comprised of the SOCCCD Fee Property and the Sublease

Area, is attached hereto as Exhibit B. For the purposes of this Agreement, (1) the Navy Conveyance Agreement, the LIFOC and all other documents executed or to be executed by the Navy or the City pursuant thereto affecting the ATEP Site shall be collectively referred to herein as the “**Navy Conveyance Documents**,” (2) the City Conveyance Agreement, the Quitclaim Deed, the Sublease and all other documents executed or to be executed by City or District pursuant thereto affecting the ATEP Site shall be collectively referred to herein as the “**City Conveyance Documents**” and (3) the Navy Conveyance Documents and the City Conveyance Documents shall be collectively referred to herein as the “**Conveyance Documents**.”

D. On or about March 24, 2008, District adopted a Short-Range Plan for the ATEP Site, as required pursuant to the City Conveyance Agreement (the “**Short-Range Plan**”). In addition, (1) on or about November 12, 2008, District adopted a Long-Range Plan (the “**Long-Range Plan**”) for the ATEP Site consistent with the MCAS Tustin Specific Plan/Reuse Plan (the “**Specific Plan**”), as required pursuant to the City Conveyance Agreement, and (2) on or about March 24, 2009, the District approved a Concept Plan (the “**Concept Plan**”) for a portion of the ATEP Site consistent with the Long-Range Plan, as required pursuant to the Specific Plan.

E. The Concept Plan sets forth preliminary conceptual development plans for a portion of the ATEP Site known as “**Phase 3A**.” A master site plan for Phase 3A which has been approved by the District is attached hereto as Exhibit C (the “**Phase 3A Site Plan**”). The District and Development Manager desire to enter into this Agreement for the Development Manager to provide the District with professional services as more specifically set forth herein in connection with the development and construction of so much of the planned development of Phase 3A of the ATEP Site as the District may, in its sole discretion, determine. Such portion of Phase 3A is hereinafter called the “**Project**.”

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Engagement.** District hereby engages Development Manager, as an independent contractor, to assist District in the development and construction of the Project pursuant to the terms of this Agreement. Development Manager’s relationship to District shall be that of an independent contractor and Development Manager shall not represent to any third party that its relationship is otherwise. No relationship of employer and employee, principal and agent, partnership or joint venture is created hereby. Development Manager shall have only the authority expressly granted by this Agreement. Unless the District provides express written authorization, Development Manager shall not enter into any contract, agreement or other arrangement in District’s name or for District’s account or by which District would be legally bound. The Parties acknowledge that Development Manager is not a co-owner, co-venturer, or partner of District, nor a Project promoter or co-developer, and that Development Manager shall have no liability to District or any third party whatsoever on account of any deemed ownership of the Project or any portion thereof. The Parties acknowledge the compensation owing to Development Manager pursuant hereto is reflective of Development Manager’s limited role in the development of the Project and that Development Manager’s fees would be substantially higher were Development Manager to be responsible for any Project-related risks, liabilities and/or expenses.

2. **Personnel.** Development Manager shall provide such number of personnel in its employ as, and the personnel so provided shall possess such experience and expertise as, may be reasonably necessary to carry out Development Manager's duties and responsibilities set forth under this Agreement. Development Manager shall be responsible for hiring, supervising and training of all of Development Manager's employees, staff members, consultants and contractors performing any of the services or obligations of Development Manager hereunder. Without limiting the foregoing, Development Manager shall (a) designate a project manager for the Project with skills and experience that are reasonably acceptable to District; and (b) provide District with an organizational chart or other documentation showing the responsibilities of and chain of command for each person designated by Development Manager with responsibilities for the Project, and update the same as reasonably necessary. Except as otherwise provided herein or in any applicable Schedule (including the budget incorporated therein), no charge shall be made to the District for any payroll or other expense attributable to such personnel. Development Manager shall supervise the work of, and hire and discharge, on-site personnel of the Project, using due care in hiring and discharging such personnel, in compliance with all Applicable Laws (as defined in Section 16 below). All persons working on the Project on behalf of Development Manager shall be in the sole employ of Development Manager or independent contractors hired by Development Manager. Development Manager shall not enter into any agreement with any such persons which would require District to pay for the services of such persons in an amount which exceeds the cost therefor as set forth in an Approved Budget (as defined in Section 6(d)(ii) below). District shall have no right to interfere with, supervise or otherwise direct such personnel, but may require Development Manager upon written notice to discharge or remove from the Project such personnel, whom in District's sole and absolute discretion, it deems unsatisfactory. Upon receipt of written notice from District that an individual is deemed unsatisfactory by District, Development Manager shall, within ten (10) working days, remove such individual from the Project and thereafter, within a reasonable time, install a replacement acceptable to District in its sole and absolute discretion. Development Manager shall execute and file when due all forms, reports and returns which are required by law for the employment of such personnel. Development Manager shall not enter into a union contract which shall bind District or be applicable to employees of the Project, or conduct any negotiations with respect thereto, without the prior written approval of District which approval shall not be unreasonably withheld.

3. **Services.**

(a) **Scope of Work.** In addition to those responsibilities set forth in this Agreement, Development Manager shall perform (or cause to be performed) the services set forth on Exhibit D attached hereto (the "**Scope of Work**"). Development Manager warrants that all services will be performed in a competent, professional and reasonably satisfactory manner in accordance with the standards prevalent in the industry for such services and in compliance with the Conveyance Documents, the Specific Plan, the Long-Term Plan, the Concept Plan, the Phase 3A Site Plan and all Applicable Laws. Development Manager warrants that (i) it will investigate and review or has thoroughly investigated and reviewed the Conveyance Documents, Specific Plan, Long-Term Plan, Concept Plan, Phase 3A Site Plan, and the work product produced or which will be produced by the legal, architectural, planning, and other consultants (collectively, the "**ATEP Team**") engaged by the District from time to time (collectively, the "**Development Documents**"), (ii) it has carefully considered, or will upon review thereof consider, how such

work should be performed in compliance with the Development Documents and (iii) it fully understands the difficulties and restrictions attending performance of such work under this Agreement. Should Development Manager discover any latent or unknown conditions materially differing from those documented in the Development Documents as of the Identification Date of this Agreement or as represented by District (if District has made any such representations), it shall timely inform District of such fact and shall not proceed except at Development Manager's risk until instructions are received from District.

(b) **Certain Limitations.** Neither the District's review or approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any of District's rights under this Agreement and Development Manager shall remain liable to the District in accordance with the terms of this Agreement for Development Manager's breach of this Agreement. Except as expressly set forth herein, neither this Agreement, nor Development Manager's rendition of services hereunder shall be deemed Development Manager's assumption of responsibility for the adequacy or sufficiency of the Project design or the Design Documents for the Project, which are and remain that of the Architect (as that term is defined in the Scope of Work). Development Manager's responsibilities hereunder to reject defective or deficient work shall be as set forth in Section 5.6.4 of the Scope of Work.

(c) **Negotiations with Third Parties.** Upon request by District, Development Manager shall reasonably assist District, at no material out-of-pocket cost or expense to Development Manager, in negotiations with educational institutions and other third parties interested in occupying space in the completed Project.

(d) **Right of Proposal.** Development Manager's responsibilities under this Agreement shall not include any responsibilities or services not enumerated in the Scope of Work and this Agreement. The following, without limitation, are specifically excluded from the responsibilities and services to be provided by Development Manager hereunder: (i) any responsibilities or services related to property management, facilities operation or asset management of the Project ("**Management Services**"), (ii) the right to enter into a ground lease ("**Ground Lease**") with District for any portion of the ATEP Site, including the Project, or (iii) the right to develop any future phases of the ATEP Site ("**Future Development**"). However, in the event that during the term of this Agreement District desires to (i) obtain Management Services for the Project beyond what is contemplated by this Agreement, (ii) enter into a Ground Lease for any portion of the ATEP Site to any lessee other than an educational institution, or (iii) commence Future Development, and provided Development Manager is not in default hereunder, District shall give notice to Development Manager of its intent and specific interest in writing, and Development Manager shall thereafter have the opportunity to provide a proposal to District concerning such Management Services, Ground Lease or Future Development, as applicable, to be considered by District along with any other third party proposals District may obtain.

(e) **No Obligation to Construct.** Development Manager acknowledges and agrees that District shall have no obligation to complete all or any part of the Project and that District's proceeding with the Project depends, among other things, on District's obtaining such funding and financing reasonably required for payment of the costs of the development and

construction of the Project; provided, however, that nothing in this Section 3(e) shall affect District's obligations under Section 14(e) below.

(f) **Notice to Proceed.** The duties of Development Manager hereunder shall be divided into the services for three (3) separate stages ("Stages") of development of the Project, the "Planning Stage" (defined in Section 5 below), the "Pre-Construction Stage" (defined in Section 6 below) and the "Construction Stage" (defined in Section 7 below). The Planning Stage shall commence on the date ("Commencement Date") that is the later to occur of June 15, 2009, or the date that this Agreement is fully executed and delivered. Development Manager shall not proceed with any later Stage of development unless and until it shall have received from District a written notice to proceed ("**Notice to Proceed**") from the District authorizing Development Manager to proceed with the applicable Stage of development.

(g) **Weekly Meetings.** Development Manager shall attend regular weekly meetings (each, a "**Weekly Meeting**") conducted by District and its consultants and will generally coordinate and act as a liaison with respect to the development and construction of the Project. Unless District gives notice otherwise, the Weekly Meeting shall take place every Tuesday, generally from 10:00 am to Noon, at the offices of Jackson, DeMarco, Tidus & Peckenpaugh.

(h) **Status Meetings.** Development Manager shall regularly monitor and use all reasonable efforts to expedite the planning, entitlement, development and construction process and, in addition to the Weekly Meetings described above, shall conduct, pursuant to an agenda prepared by Development Manager, weekly regular progress meetings (each, a "**Status Meeting**") with the District and all relevant members of the ATEP Team to present the status of the Project and any required reports, schedules or plans throughout the entire process of the development and construction of the Project. The District and the Development Manager may mutually agree to cancel any Status Meeting as unnecessary. The first Status Meeting shall be a kick-off meeting and include the presentation of a Program Management Plan in the form of Exhibit E attached hereto.

(i) **Written Record.** The Development Manager shall maintain a written official record of all meetings, conferences, discussions and decisions made between or among the District and Development Manager during all phases of the Project concerning any material condition in the requirements, scope, performance and/or sequence of the work of construction. The Development Manager shall provide a draft copy of such record to the District for review and comment. Before such record becomes official, Development Manager and District shall agree on the final text. Development Manager shall provide a copy of any written record upon its becoming official and shall furnish a copy to the Contractor upon Contractor's request.

(j) **Monthly Progress Report.** Development Manager shall provide a monthly progress report during the Planning, Pre-Construction and Construction Stages of the Project. Such monthly progress report shall include a narrative on the planning/design/construction progress identifying any critical items and proposed solutions, an ongoing chronology of milestone events, a copy of the Preliminary Construction Schedule as defined Section 6(c) below or of the Construction Schedule as defined in Section 7(c) below, (as applicable), a Monthly Report as defined in Section 7(b) below, a graph with one axis for

expenditure and the other for time showing actual in comparison to projected, an ongoing and updated change order log, a pay request summary including percentage of completion and a bulleted thirty-day projection of anticipated activities. All such documents shall be in a format approved by the District.

(k) **Schedules.** The Project Schedule described in Section 5 below, the Preliminary Construction Schedule described in Section 6 below and the Construction Schedule described in Section 7 below are sometimes hereinafter collectively called the “**Schedules.**” The Schedules shall be prepared with an edition (to be reasonably agreed upon by District and Development Manager) of commercially available software designed specifically for the scheduling of construction projects and utilizing the critical path method of scheduling. Development Manager’s use of scheduling software other than Microsoft Project, Primavera SureTrak Project or Primavera Project Planner shall require the prior written approval of District, which may be granted, withheld or conditioned in the sole discretion of District. The Schedules shall be resource-loaded and shall indicate the start and finish dates for the principal activities necessary to complete the Project. Development Manager shall use its commercially reasonable efforts to sequence, schedule and coordinate the Schedules in a logical, reasonable and orderly manner to permit the construction of the Project to be completed at no more than the estimated costs of construction included in the Schedules and within the time established or approved by the District. If the District’s requirements for the Project include phasing elements of Project construction, the District’s phasing requirements shall be set forth in the Schedules. Development Manager acknowledges that the Preliminary Construction Schedule prepared by Development Manger will be relied upon during the District’s review of Contractor’s Construction Schedule submittal.

(l) **Notice of Outside Meetings.** Development Manager shall not meet or communicate with the City, the Navy or any of the various governmental agencies regarding the Governmental Approvals relating to the activities specified in this Agreement, without providing prior written notice to District no less than forty-eight (48) hours in advance and affording the District the opportunity to attend such meetings or participate in such conferences.

4. **Development Manager Fee.** In consideration for the performance of its services hereunder, District shall pay Development Manager those fees in accordance with “**Development Manager Fee Summary**” attached hereto as Exhibit F. Subject to Section 14(e) below, Development Manager shall not be entitled to any fee with respect to any Stage of the development of the Project unless and until District shall have given Development Manager a Notice to Proceed with such Stage.

5. **Planning Stage.** Upon the Commencement Date, Development Manager shall commence to perform such tasks set forth in the Scope of Work under the heading “**Planning Stage**” to plan the development of the Project (the “**Planning Stage**”), including, but not limited to, the following functions and services when and in the manner indicated below:

(a) **Goals and Objectives.** Development Manager shall develop, in consultation with the ATEP Team and District, the various goals and objectives of the Project, including identification of major development requirements and preparation of a Preliminary

Budget (as defined in Section 5(d) below), development timetables, and the Project Schedule as defined in Section 5(b) below.

(b) **Project Schedule.** Without limiting the generality of the foregoing, Development Manager, in concert with the ATEP Team, shall prepare and submit to District, for District's reasonable approval (and Development Manager shall promptly make such revisions to the schedules delivered to District as District shall reasonably request or require) a Project schedule covering the components described in the Scope of Work and the estimated costs thereof, and incorporating in reasonable detail all of those Project activities to be performed by the Development Manager and the ATEP Team, including the obtaining of all required Governmental Approvals, in connection with the development and construction of the Project, together with an estimated time for the completion of each such component through Project completion (as approved by District, the "**Project Schedule**"). Thereafter, during the Planning Stage, Development Manager shall submit to District at least once every thirty (30) days as part of the Monthly Report, an updated Project Schedule.

(c) **Preliminary Evaluation and Preliminary Budget.** On or before the thirtieth (30<sup>th</sup>) day after the commencement of Development Manager's services as provided above, and provided the District has furnished or made available to Development Manager the information and approvals set forth in the Scope of Work to enable Development Manager to prepare the same, Development Manager shall prepare and deliver to District for its approval a preliminary Budget ("**Preliminary Budget**"), which Preliminary Budget shall be based upon preliminary plans approved by the District and shall set forth the total estimated cost for development and construction of the Project. The Preliminary Budget shall include separate estimates for site costs, soft costs and per square foot building costs. Concurrently with the Preliminary Budget, Development Manager shall also provide District with a written preliminary evaluation of the Project ("**Preliminary Evaluation**"), which shall set forth a projected schedule for completion of various aspects of construction and the corresponding estimated costs thereof. The Preliminary Evaluation shall include alternative approaches to design and construction of the Project as provided in the Scope of Work.

(d) **Governmental Approvals.** Development Manager, in consultation with District, shall (i) be responsible for all negotiations with, assistance in the preparation of all required submissions to, and shall act as liaison for, the City, the Navy and all of the various governmental authorities having jurisdiction with respect to the development and construction of the Project; and (ii) apply for, negotiate and use its commercially reasonable efforts to obtain all necessary government approvals, entitlements, permits, authorizations, certificates, and licenses necessary to the development, construction, occupancy, operation, and maintenance of the Project, including, but not limited to, certificates of occupancy, both temporary and final (collectively, the "**Governmental Approvals**"). Development Manager acknowledges that the Project is atypical in that (x) it is subject to the terms of the Conveyance Documents, (y) the owner is a public agency and (z) the development will require approvals from federal, state and local governmental agencies. The Development Manager's obligation to obtain all required Governmental Approvals shall continue in effect during the Pre-Construction and Construction Stages if District gives Notices to Proceed with respect to those Stages.



(e) **Status Meeting.** The Development Manager shall timely present all such information required pursuant to Sections 5(a)-(f) herein to District for District's review and approval during the Status Meetings.

6. **Pre-Construction Stage.** Development Manager shall, only upon receipt of a Notice to Proceed from District, commence to perform the tasks set forth in the Scope of Work to prepare for construction (the "**Pre-Construction Stage**") of the Project, including, but not limited to, the following functions and services when and in the manner indicated below:

(a) **General Management Services and Planning Stage Services.** To the extent required, Development Manager shall continue to perform those functions and services appropriate to further the purposes of this Agreement, including Sections 5(b), (c) and (e) of this Agreement.

(b) **Goals and Objectives.** Development Manager shall refine, in consultation with the ATEP Team and District, the various goals and objectives of the Project developed in the Planning Stage, and prepare the budgets, schedules and business plans described in this Section 6 below.

(c) **Preliminary Construction Schedule.** Without limiting the generality of the foregoing, Development Manager, in concert with the ATEP Team, shall prepare and submit to District, for District's approval (which approval shall not be unreasonably withheld) (and Development Manager shall promptly make such revisions to the schedules delivered to District as District shall request or require) a preliminary construction schedule covering the improvements anticipated to be necessary to complete the Project, the costs thereof and the timetable of such construction (as approved by District, the "**Preliminary Construction Schedule**"), which shall be in compliance with the time periods required under the Development Documents and the Approved Business Plan (as defined in Section 6(d) below). Thereafter, during the Pre-Construction Stage, Development Manager shall submit to District at least once every thirty (30) days as part of the Monthly Report, an updated Preliminary Construction Schedule.

(d) **Budgets.** Development Manager, in consultation with the ATEP Team and District, shall prepare and submit to District the budgets described below, when and in the manner indicated in Sections 6(d)(i) and 6(d)(ii) below. Said budgets shall set forth all costs and expenses of District in connection with the Project (each, a "**Budget**"), and shall be subject to the approval of District. District shall either approve a Budget as submitted, or shall submit such Budget to Development Manager for its revisions thereto in consultation with the ATEP Team and District, in which event Development Manager agrees to so revise such Budget to make the changes requested or required by District and deliver the revised Budget to District for its approval within ten (10) days from Development Manager's receipt thereof.

(i) **Business Plan and Initial Budget.** On or before the seventy-fifth (75th) day following the receipt of Notice to Proceed with the Pre-Construction Stage, and provided District has furnished or made available to Development Manager the information and approvals set forth in the Scope of Work to enable Development Manager to prepare the same, Development Manager shall prepare and deliver to District for its approval (which approval shall

not be unreasonably withheld) (A) an initial Budget for the Project in the format set forth on Exhibit D3.6.4 of the Scope of Work (which Budget, once approved by District is herein referred to as the “**Initial Budget**”), which Initial Budget shall reflect the estimated total hard and soft costs of developing and constructing the Project, and (B) a business plan for the development and maintenance of Project, which plan shall contain the assumptions made and previously approved by the District, projected time schedules (excluding allowances for governmental authorities having jurisdiction to review plans), and projected cash flow (the “**Business Plan**”). Development Manager shall use its commercially reasonable efforts to make such changes to said Budget as District shall reasonably require, so that the Initial Budget is ready by the ninetieth (90th) day following the receipt of the Notice to Proceed. The Business Plan shall be updated by Development Manager on a quarterly basis and such updated Business Plan (x) shall be delivered to District at the end of each calendar quarter during the Pre-Construction Stage and (y) shall be included as an addendum to the Monthly Report during the Construction Stage. The Business Plan, including updates thereof, once approved by District, shall be referred to herein as the “**Approved Business Plan.**” The Initial Budget may be adjusted to address escalation per the ENR’s Builders Construction Cost indexes if plan review exceeds nine (9) months.

(ii) **Approved Budget.** The Initial Budget, when approved by District and as the same may, from time to time, be further revised with the written approval of District, is herein referred to as an “**Approved Budget.**” Development Manager shall promptly notify District of any actual or anticipated material variance from an Approved Budget, the reasons therefor and Development Manager’s recommendations with respect thereto. Notwithstanding the Budget approval rights and process set forth in this Section 6(d), the Parties hereby agree that each Approved Budget shall include a Project contingency line item of ten percent (10%) of soft costs and a construction contingency line item of ten percent (10%) of hard costs.

(e) **Delivery Method; Contractor.** Development Manager shall review with, and make recommendations to, District regarding the selection of the delivery method for the construction of the Project; i.e., (i) architect contract(s) and separate construction contract with a general contractor (A) for a stipulated sum obtained through the low bid process, or (B) on a cost-plus basis with a guaranteed maximum price, (ii) a design-build contract with a single design-build entity which has both architectural and construction expertise, (iii) contracts with multiple prime contractors or (iv) such other delivery method as may be appropriate. Depending on the delivery method selected, Development Manager shall also make recommendations to District respecting (x) the solicitation of proposals from, and the selection and retention of, architects and other consultants for the Project and (y) the solicitation of bids from, and the retention of, general contractors, a design-build entity or one or more prime contractors and various subcontractors. The term “**Contractor**” as used herein shall mean either the general contractor, any of the prime contractors or the design-build entity. Development Manager, in consultation with District, shall prepare, review and negotiate agreements securing the services of the Contractor (“**Contractor’s Agreements**”), and shall review all other documentation necessary to the planning, construction, use and occupancy of the Project in accordance with the Development Documents, Approved Budget, Approved Business Plan, and in compliance with all Applicable Laws. All the documents shall be submitted by Development Manager to District for District’s approval. Development Manager shall be responsible for the ongoing administration of all such Contractor’s Agreements, subject to the direction of District.

(f) **Project Development Requirements.** Development Manager shall make necessary recommendations and shall otherwise assist District in making decisions respecting the Project development requirements, in accordance with the Development Documents and all Applicable Laws, including: (i) time phasing of the development; (ii) design of public areas; (iii) design of all service areas; (iv) landscaping; and (v) obtaining all required insurance and bonds.

(g) **Status Meetings.** The progress of the ATEP Team and the presentation, status and updates of the Preliminary Construction Schedule and Project Schedule, shall be timely presented to the District for the District's review during the Status Meetings. The Preliminary Construction Schedule and Project Schedule as updated and revised shall be submitted to the District for approval no less frequently than monthly.

7. **Construction Stage.** Development Manager shall, only upon receipt of a Notice to Proceed with the Construction Stage from District, commence the construction stage (the "**Construction Stage**") of the Project, the scope of which District shall set forth in the Notice to Proceed. Development Manager shall use its commercially reasonable efforts to cause the Construction Stage to be completed in accordance with the time periods and subject to, and in compliance with, all of the terms and conditions, requirements and limitations set forth in the Development Documents, the Approved Budget, the Approved Business Plan, the Project Schedule, the Construction Schedule, the Plans (as defined in Section 7(d) below), and in accordance with all Applicable Laws. During the Construction Stage, Development Manager shall perform such tasks that in its reasonable judgment are appropriate in connection with the construction of the improvements, including but not limited to the following functions and services when and in the manner indicated below:

(a) **General Management, Planning Stage and Pre-Construction Stage Services.** To the extent required, Development Manager shall continue to perform those functions and services in furtherance of the purposes of this Agreement, including those specified in Sections 6(a) – (g) of this Agreement.

(b) **Monthly Reports.** Development Manager shall assist in the establishment of, and shall comply with the implementation of, an overall financial control and accounting system with respect to the development and construction of the Project. In addition, within fifteen (15) days after the expiration of each calendar month, Development Manager shall deliver to District a balance sheet and statement of costs prepared in accordance with generally accepted accounting principles consistently applied ("**GAAP**") together with a listing of all receivables and payables of District with respect to the Project as of such date (each, a "**Monthly Report**"). Within fifteen (15) days after the expiration of each calendar quarter, Development Manager shall incorporate into the Monthly Report for the last month in such calendar quarter a report ("**Quarterly Report**") which shall reflect (i) a comparison of the estimated cost of any item in the Approved Budget or the then-applicable Schedule with the actual cost and contain an explanation by Development Manager of any item for which there exists a budget overrun on a quarterly basis for any line item in the then applicable resource-loaded Schedule of greater than three percent (3%) (each, a "**Material Budget Variance**"); (ii) the income by source and expenses by category of expense; (iii) a progress report on any ongoing construction or alteration activity, including (A) hard and soft costs in connection with any such construction or alteration; (B) the actual progress of work achieved during such month and to date, and a comparison

thereof to scheduled progress of work for the same periods; (C) the estimated cost of completion of the Project; (D) estimates of the funds which District may be required to supply, on account of the work to be performed or for any other purpose pursuant to the terms hereof, within the immediately succeeding sixty (60) day period; (E) any material change orders for the preceding month with the concomitant price change; (F) any material observations made by Development Manager in the course of its physical inspections of the Project; and (G) any other material matter pertinent to the Project of which Development Manager has knowledge or information; and (iv) a certification that no notice has been received that the Project is in violation of any Applicable Law or, if such a notice has been received or if there by such a violation, a description thereof.

(c) **Final Construction Budget; Construction Schedule.** Development Manager shall cause the Contractor or Contractors to prepare an estimate of the total cost of construction (the "**Contractor's Bid**") and a resource-loaded schedule (each, a "**Contractor's Schedule**"), incorporating the Contractor's Bid, in the form required for all Schedules hereunder, covering the improvements anticipated to be necessary to complete the Project, the costs thereof and the timetable of such construction. Development Manager shall review, promptly upon receipt, each Contractor's Bid and related Contractor's Schedule and compare the same against the Approved Budget and the Preliminary Construction Schedule. In the event there is a single Contractor for the Project, Development Manager shall work with the Contractor to reconcile any discrepancies between the Preliminary Construction Schedule and the Contractor's Schedule. In the event that there is more than one Contractor for the Project, Development Manager shall work with the Contractors to reconcile discrepancies not only between the Contractor's Schedules and the Preliminary Construction Schedule but also among the various Contractor's Schedules. Development Manager shall prepare, promptly upon completion of its reconciliation efforts (and in no event later than fifteen (15) days after receipt of the Notice to Proceed for the Construction Stage), for District's review and approval (which approval shall not be unreasonably withheld) (and Development Manager shall promptly make such revisions to the budgets and schedules delivered to District as District shall request or require), a proposed construction budget and a proposed master construction schedule. Upon District's approval of the proposed construction budget, the same shall be deemed the "**Final Construction Budget**" and upon District's approval of the proposed master construction schedule, the same shall be deemed the "**Construction Schedule**". The Final Construction Budget shall be used to calculate the Estimated Construction Fee as provided in Exhibit F hereto. Development Manager shall recommend adjustment of the Project Schedule, if necessary, to conform it to the Construction Schedule. Development Manager shall also monitor the Project Schedule and the Construction Schedule during the Construction Stage of the Project and shall advise District of the status of the Project Schedule and the Construction Schedule (i) in the event that it appears to Development Manager that the actual schedule will fall or has fallen behind the Project Schedule or the Construction Schedule, or (ii) on at least a regular monthly basis. Development Manager shall make recommendations to District for revisions to the Project Schedule or the Construction Schedule based on a schedule of recovery should it appear to Development Manager that the actual schedule has fallen behind the Project Schedule or the Construction Schedule, which schedule of recovery shall be subject to the District's approval.

(d) **Supervision of Construction.** Development Manager shall supervise the construction of the Project in accordance with (i) the Scope of Work, (ii) the Schedules, (ii) the

Approved Budget and Approved Business Plan, (iii) the Development Documents, (iv) the Government Approvals, and (v) plans and specifications, working drawings and the site plan for the Project (collectively, the “Plans”). Development Manager shall regularly review the construction process to determine whether the actual Construction Schedule coincides with the Project Schedule, to periodically review work not started or incomplete, and to recommend to District adjustments to the Project Schedule in accordance with Section 5(b) of this Agreement with respect to remaining work.

(e) **Change Orders.** Development Manager, in concert with the ATEP Team, shall review and recommend to District any and all necessary or desirable changes (“**Change Orders**”), and shall, at the direction of District, review, negotiate and make recommendations concerning any Change Orders District may propose and shall maintain records of all such Change Orders. Development Manager acknowledges that under current District policies: (i) the total aggregate cost of Change Orders must not exceed ten percent (10%) of the costs of construction and (ii) all Change Orders require the approval of the Board of Trustees of the South Orange County Community College District (the “**Board**”). The District staff is considering a recommendation to the Board that the Board adopt a policy (“**Change Order Policy**”) whereby Board approval will not be required for a Change Order which has been approved by District staff, provided that the cost of such Change Order, when aggregated with the cost of prior Change Orders not previously approved or ratified by the Board, is not greater than \$100,000. District shall give written notice to Development Manager if the Change Order Policy or another policy similar thereto is adopted by the Board.

(f) **Architectural Matters.** Development Manager shall consult with District, ATEP Team and the Division of the State Architect (the “**DSA**”) concerning the meaning and intent of the architectural drawings and specifications, shall assist in resolving any questions relating to their proper interpretation, and shall collaborate with the ATEP Team to establish and implement procedures to expedite the approval by the DSA of shop drawings, samples, and similar matters.

(g) **Completion.** Development Manager shall supervise the construction of the Project until completion and shall use its commercially reasonable efforts to assure that the Project is completed within the time period set forth in the Construction Schedule. The Project shall be deemed to have attained completion (the “**Completion**”) upon the last to occur of the following events: (i) the issuance of all of the certificates of occupancy or similar Governmental Approvals for all areas within the Project; (ii) the achievement of DSA Close-Out, as that term is described in the Scope of Work, (iii) the performance by the Contractor in all material aspects of all of its duties and obligations under the construction contract(s) with regard to the development and construction of the Project in accordance with the Development Documents, Initial Budget and Plans, other than completion of punch-list (“**Punch List**”) items; (iv) the performance and satisfaction of all other remaining obligations to be performed by the Contractor pursuant to the construction contract(s) or (v) the determination by the District of the existence of adequate security for the performance and satisfaction by the Contractor of all the tasks set forth on the Punch-List, which security may be in the form of performance and completion bonds previously posted by the Contractor, a holdback or other security provided or pledged by Contractor. Development Manager shall supervise and enforce the Contractor’s performance of its obligations and obtain all required guarantees, affidavits, releases, bonds, waivers, keys,

operation maintenance manuals, warranties, certificates of occupancy and other Governmental Approvals and such other materials as are necessary or appropriate to the functioning and operation of the completed Project. Development Manager shall manage the process by which District personnel receive training from subcontractors in the operation and maintenance of the Project.

(h) **Status Meetings.** The presentation of the Monthly Reports, the status of the construction of the Project, including any changes or updates to the Schedules, any Change Orders and the preparation of the Punch-List, shall be timely presented to the District for the District's review and approval during the Status Meetings.

8. **Approval by District.** In connection with the performance by Development Manager of all of its duties and obligations set forth in this Agreement, Development Manager acknowledges and agrees that it is obligated to secure the prior written approval from District with respect to all matters not previously authorized, in accordance with the procedures set forth below. Without limiting the foregoing, Development Manager shall submit to District, for District's review and approval, which approval shall not be unreasonably withheld, all matters requiring District's prior written approval pursuant to this Agreement. District's prior written approval shall be secured by Development Manager in accordance with the following procedures:

(a) Development Manager shall prepare and submit to the District, for District's review and approval, which approval may be granted or withheld in the reasonable discretion of District, a written summary of the matters to be reviewed and approved by District, together with original documents, agreements, plans, schedules, reports, correspondence and other information required by District to make a determination as to the matters being reviewed and approved ("**Submission**").

(b) District shall have a period of ten (10) business days after receipt by District of each Submission in which to review such Submission, and deliver to Development Manager written notice of approval or disapproval with respect to the matters being reviewed and approved.

(c) In the event District fails to timely deliver to Development Manager written notice of its approval or disapproval of the Submission pursuant to Section 8(b) hereof, the Submission shall be deemed disapproved, and Development Manager shall re-submit such matters to District for District's review and approval pursuant to this Section 8(c); provided, however, that if, upon resubmission, the District fails to deliver written notice of its approval or disapproval within ten (10) business days, the resubmission shall be deemed approved.

(d) In the event District approves any such Submission, the District and/or the Development Manager, as applicable, shall take such actions reasonably required to implement such approved matters.

(e) In the event District expressly disapproves any such Submission ("**Disapproved Matters**"), District shall advise Development Manager in writing of its disapproval and the basis for such disapproval. In such a case, Development Manager shall take

such actions required to satisfy District with respect to the Disapproved Matters and re-submit such matters to District, for District's review and approval, pursuant to this Section 8.

(f) Development Manager acknowledges and understands that many of the approvals or consents to be given by District hereunder are subject to approval by the Board through formal action of the Board at a regularly or specially called meeting. District shall reasonably cooperate with Development Manager to obtain any such required approval or consent; provided, however, District makes no representation as to whether any such approval or consent may be granted or that any consent or approval granted by District shall indicate that the attendant approval or consent from the Board is forthcoming. District shall not be in breach of any obligation under this Agreement requiring the consent, approval or other action of the Board if such consent, approval or other action has not been given or completed within the applicable period set forth herein, provided that District is then taking all reasonable steps to obtain the required response from the Board.

9. **Insurance.**

(a) **Development Manager's Insurance.**

(i) ***Workers' Compensation and Employers Liability Insurance.***  
Development Manager 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 Development Manager may be liable. Development Manager 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 Development Manager. The Employer's Liability Insurance required of Development Manager hereunder may be obtained by Development Manager as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by Development Manager hereunder.

(ii) ***Commercial General Liability and Property Insurance.***  
Development Manager shall purchase and maintain Commercial General Liability and Property Insurance as will protect Development Manager from the types of claims set forth below which may arise out of or result from Development Manager's services under this Agreement and for which Development Manager may be legally responsible: (A) claims for damages because of bodily injury, sickness or disease or death of any person other than Development Manager's employees; (B) claims for damages insured by usual personal injury liability coverage which are sustained (I) by a person as a result of an offense directly or indirectly related to employment of such person by Development Manager, or (II) by another person; (C) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (D) 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; (E) contractual liability insurance applicable to Development Manager's obligations under this Agreement; and (F) for completed operations. The City, the Department of the Navy and the District, the Board of Trustees, and District's employees, officers, officials, and contractors shall be named as additional insureds under Development Manager's Commercial General Liability policy.

(iii) **Professional Liability Insurance.** Development Manager will procure and maintain professional liability insurance covering claims arising out of the performance of services under this Agreement.

(iv) **Coverage Amounts.** Minimum coverage amounts for policies of insurance obtained by the Development Manager hereunder shall be as follows:

1.1. <u>Insurance Policy -</u>	<u>Minimum Coverage Amount -</u>
Workers' Compensation	In accordance with applicable law
Employer's Liability	One Million Dollars (\$1,000,000); no deductible or self insured retention
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; deductible or self insured retention to be acceptable to District in its reasonable discretion
Professional Liability	One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) project specific in the aggregate; deductible or self insured retention to be acceptable to District in its reasonable discretion

(v) **Policy Requirements, Policy Endorsements; Evidence of Insurance.** All Insurance Policies required hereunder shall contain a severability of interest clause providing that the coverage shall be primary for losses arising out of the insured party's performance and none of the additional insureds or their insurers shall be required to contribute to any such loss. Coverage shall state that the insurance shall apply separately to each additional insured against whom any claim is made or suit brought, except with respect to the insurer's limits of liability. Development Manager shall deliver copies of Insurance Policies, Certificates of Insurance and applicable endorsements naming the City, the Department of the Navy, the District, the Board of Trustees, and each of their employees, officers, elected officials, agents, attorneys, affiliates, representatives, contractors and the successors and assigns of each of them as additional insured under the above referenced policies to the District. The Certificates of Insurance shall provide evidence of insurance in the minimum coverage amounts required hereunder. All Insurance Policies, Certificates of Insurance and Endorsements required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California with an A.M. Best rating of not less than A / VII, to the reasonable satisfaction of the District and in compliance with the requirements of the Conveyance Documents. 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 and all endorsements naming additional insureds shall so indicate. Endorsements naming additional insureds shall also indicate any waivers of subrogation included in the applicable policy.

(b) **Builder's Risk Insurance.** During the progress of construction of the Project, Development Manager shall assure that the Contractor obtain and maintain, as a Project cost, one or more policies of Builder's Risk Completed Value Insurance covering all insurable work of the Project, including extended coverage and insurance against vandalism and malicious mischief, perils of fire, sprinkler leakage, acts of civil authorities, collapse and flood, to the full insurable value of the work of the Project and coverage for work of the Project whether in progress or completed. The District and Development Manager waive all rights against the other, the architect, and the Contractor for damages caused by perils covered by insurance obtained under this provision. The policy(ies) of Builder's Risk Insurance shall contain express waivers of subrogation by the insurer(s) issuing such policy(ies) to the extent of damages or losses covered thereunder.

#### 10. **Indemnity.**

(a) **Development Manager Indemnity of District.** Development Manager shall indemnify, defend and hold harmless the District Indemnified Parties (as defined below) from all claims, demands, liabilities, actions and causes of action, 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 Builder's Risk Insurance obtained pursuant to Section 9 above) and demands, losses, liabilities or other claims (collectively, "**Claims**") to the extent arising out of Development Manager's negligence or willful misconduct. The "**District 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 Development Manager's obligations hereunder shall survive termination of this Agreement and the completion of obligations hereunder, until barred by the applicable statute of limitations.

(b) **District Indemnity of Development Manager.** The District shall indemnify, defend and hold harmless the Development Manager Indemnified Parties (as defined below) from all Claims arising directly or indirectly out of the Project or any phase, element or aspect thereof other than for those matters for which Development Manager is obligated to indemnify District pursuant to Section 10(a) above, including, without limitation, (A) any Claims arising from any negligence or willful misconduct on the part of District or its officers, directors, agents, employees, or affiliates, and (B) any action by Development Manager or its officers, directors, members, partners, shareholders, employees, agents or affiliates performed within the scope of its authority hereunder. The District shall cause the Contractor to indemnify the Development Manager Indemnified Parties to the same extent as the District is indemnified by the Contractor and to have the Development Manager named as an additional insured on all liability insurance policies associated with the Project. The "**Development Manager Indemnified Parties**" are the Development Manager and its officers, directors, shareholders, partners, members, managers, affiliates, agents, employees, successors and assigns. The

District's obligations hereunder shall survive termination of this Agreement and the completion of obligations hereunder, until barred by the applicable statute of limitations.

(c) **Defense of Claims.** Notwithstanding anything to the contrary contained in this Agreement, any Claims against District, Board, Development Manager, or the Project arising in connection with the construction or development of the Project shall, to the extent not caused by the negligence or willful misconduct of Development Manager or District, be the responsibility of District, and District and Development Manager shall cooperate in the defense thereof. The terms of this subsection (c) shall survive the expiration or termination of this Agreement.

11. **Books and Records.** Development Manager shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable District to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with GAAP. District shall have full and free access to inspect such books and records at all reasonable times and upon reasonable prior notice at the office of Development Manager, including the right to copy, audit and make records and transcripts from such records. These records shall be retained for ten (10) years after the expiration of this Agreement, except that if any litigation, claim, negotiation, audit or other action has been commenced before the expiration of such ten (10) year period, the records shall be retained until completion of such action and resolution of all issues which arise from it, or until the end of three years, whichever is later.

12. **Documents.** Originals of all drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Development Manager, its employees, subcontractors and agents (including the ATEP Team) in the performance of this Agreement (other than confidential materials prepared by or on behalf of Development Manager and/or its legal counsel), shall be the property of District and shall be delivered to District upon the termination of this Agreement or upon the earlier request of District, and Development Manager shall have no claim for further engagement or additional compensation as a result of the exercise by District of its full rights of ownership of the documents and materials hereunder. The drawings, specifications, reports, records, documents and other materials prepared by Development Manager in the performance of services under this Agreement shall not be released publicly without the prior written approval of District. In the event that Development Manager is served with legal process to compel the release of any such information, Development Manager shall give written to District of same, including a copy of such legal process, and, if District notifies Development Manager of District's intention to oppose such legal process, Development Manager shall not release the information sought until District, at District's sole expense, has exhausted its legal recourse to oppose the release of the information sought. Development Manager shall not disclose to any other entity or person any information regarding the activities of District, which information District has designated in a written notice to Development Manager to be confidential, except as required by law or as authorized by District.

13. **Term of Agreement.** This Agreement shall be effective on the date that it is fully executed and delivered and shall continue until terminated as provided herein or until the District

has accepted the Completion (as defined in Section 7(g) above) of the Project, whichever first occurs (the “Term”).

#### 14. Termination of Agreement.

(a) **Termination by District.** District may terminate this Agreement at any time without penalty by no less than thirty (30) days' written notice to Development Manager of such termination (“**Termination Notice**”), in the event that (i) Development Manager has failed to perform any material covenant, agreement, term or provision of this Agreement to be performed by Development Manager and where such failure is not cured within thirty (30) days after receipt of written notice from District specifying such default (or if the default is not susceptible of cure within thirty (30) days, Development Manager has not commenced said cure within thirty (30) days and proceeded to complete said cure with due diligence or has not completed said cure within ninety (90) days); (ii) Hudson Capital, LLC shall cease to be a majority owner of Development Manager or shall for any reason cease to be in control of the day-to-day affairs of Development Manager; (iii) District is unable to obtain financing in order to pay for the costs of the development and construction of the Project; (iv) District determines in its good faith reasonable discretion that the Project is infeasible; (v) an event of Force Majeure (as defined in Section 14(c) below) occurs; or (vi) third party litigation is commenced against District which if adversely determined may, in the District’s reasonable judgment, materially impact the viability or timing of completion of the Project. In the event that the services of Development Manager are terminated for the reasons set forth in subsection (ii), (iii), (iv), (v) or (vi) above, Development Manager shall be entitled to receive compensation for its services to the extent of the Monthly Payments (as defined in Exhibit F attached hereto) for periods up to and including the month in which notice of termination is given. In the event that the services of Development Manager are terminated for the reasons set forth in subsection (iii), (iv), (v) or (vi) above Development Manager shall be entitled to receive, in addition to compensation to the extent of Monthly Payments as provided above, the Break-Up Fee (as defined below). In the event that the services of Development Manager are terminated for cause under subsection (i) above, then Development Manager shall be entitled to receive compensation to the extent of the Monthly Payments made prior to the date of notice by the District of Development Manager’s default giving rise to the termination.

(b) **Termination by Development Manager.** Development Manager may terminate this Agreement at any time without penalty by providing to District a Termination Notice, in the event that (i) District has failed to perform any material covenant, agreement, term or provision of this Agreement to be performed by District where such failure is not cured within thirty (30) days after receipt of written notice from Development Manager specifying such default; or (ii) an event of Force Majeure occurs.

(c) **Force Majeure.** For purposes of this Agreement, an event of “**Force Majeure**” means the occurrence of any of the following: (i) governmental moratoria, delays in obtaining required governmental approvals or delays in the performance of other acts to be taken by governmental entities through no fault of Development Manager or District; (ii) rain, floods, earthquakes, fires, or other material casualties; (iii) acts of war; (iv) acts of God; (v) insurrection, strikes, lockouts, walk-outs, riots, boycotts, or similar obstructive actions; (vi) shortages of labor, materials or supplies; or (vii) any other cause beyond the reasonable control of Development

Manager or District, excluding shortages of funds. The affected Party shall notify the other Party in writing of the existence of an event of Force Majeure within three (3) business days from the date asserted to be the commencement of the event of Force Majeure, and such notice shall include the affected Party's estimate of the length of the delay anticipated to be caused by the event of Force Majeure. A Party's failure to deliver such written notice in a timely manner shall be deemed to be a waiver of that Party's right to claim the occurrence of such event of Force Majeure. The affected Party shall also notify the other Party in writing of the termination of the event of Force Majeure. All timelines and obligations of the parties shall be extended due to any Force Majeure delays.

(d) **Suspension Notice.** District may suspend this Agreement at any time without penalty by written notice to Development Manager of such suspension (a "**Suspension Notice**"). A Suspension Notice shall set forth the reason for the suspension of the work, the anticipated term of the suspension, and shall be provided to the Development Manager not less than seven (7) days prior to the suspension date. When the Project is resumed, the Development Manager shall be compensated for fees incurred in the interruption and resumption of the Development Manager's services. If the Project is suspended for more than ninety (90) consecutive days, either Party may terminate this Agreement without penalty by giving not less than seven (7) days' prior written notice.

(e) **Break-Up Fee.** Notwithstanding any other rights of termination provided herein, the District shall have the right upon written notice to Development Manager to terminate this Agreement for any reason whatsoever or for no reason at any point in the development or construction of the Project; provided, however, that Development Manager shall be entitled to compensation to the extent of the Monthly Payments for periods up to and including the month in which notice of termination is received, and provided further, that if the termination is not due to any of the events set forth in Section 14(a)(i) or (ii) above or if either party terminates this Agreement following a Suspension Notice, the District shall pay to Development Manager within five (5) business days following any such termination and in immediately available funds, a fee (the "**Break-Up Fee**") as follows: (i) if this Agreement is terminated at any time prior to the commencement of construction of the Project, then the Break-Up Fee shall be in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) and (ii) if this Agreement is terminated at any time after the commencement of construction, but prior to the payment by District of the third (3<sup>rd</sup>) "Monthly Construction Fee Payment" (as defined on Exhibit F hereto), then the Break-Up Fee shall be in the amount of One Hundred Fifty Thousand Dollars (\$150,000). If this Agreement is terminated at any time after the payment by District of the third (3<sup>rd</sup>) Monthly Construction Fee Payment, then no Break-Up Fee shall be owing.

(f) **Remedies for Development Manager Default.** Notwithstanding any other provision herein or as a matter of law, District's sole remedies in the event of a default by Development Manager hereunder (after the expiration of all applicable notice and cure periods) shall be (i) termination of this Agreement in accordance with Section 14(a) above, and (ii) an action by District against Development Manager for actual damages; provided, however, District's rights to recover actual damages shall not exceed the limit amounts of any insurance maintained by Development Manager pursuant hereto to the extent that any claim asserted by District is covered by an active insurance policy. If there is no insurance coverage for the cost such claim, then the liability of Development Manager shall not exceed the amount of

Development Manager's Fee to the extent actually paid to Development Manager hereunder. In the event that there is no insurance coverage for such claim and the assets of Development Manager are not adequate to satisfy the amount thereof (subject to the limitation set forth above), then District shall have the right to pursue the sole member of Development Manager for amounts not satisfied by Development Manager. The signature of the sole member to this Agreement in its capacity as such shall be deemed to indicate its agreement to the provisions of this Section 14. In no event shall Development Manager be liable to District or any other party for any consequential, special or punitive damages of any kind. The Development Manager's obligations hereunder shall survive termination of this Agreement and the completion of obligations hereunder, until barred by the applicable statute of limitations.

15. **Obligations Upon Termination.** Upon expiration of the Term or on the earlier termination thereof pursuant to the provisions of Section 14 above, the following provisions shall apply, which provisions shall survive the termination of this Agreement:

(a) **Payment of Fees.** Each Party shall promptly pay to the other as soon as is determinable, all amounts then due to, and all overpayments made by, such other Party pursuant to the terms and conditions of this Agreement (subject to and adjusted by the amount of any outstanding claims against the recipient).

(b) **Return of Books, Records and Documents.** Within forty-eight (48) hours of the receipt of a Termination Notice, Development Manager shall deliver to District the originals, to the extent in the possession of Development Manager, or copies of: (i) all books, records and contracts prepared or maintained by Development Manager during the Term with respect to the Project; (ii) all permits, plans, licenses, warranties, contracts, agreements and other documents pertaining to the Project and in the possession of Development Manager; (iii) all insurance policies, bills of sale or other documents evidencing title or rights of District; and (iv) any other records or documents pertaining to the Project and in the possession of Development Manager which are necessary or reasonably incidental for the ownership, development, construction, sale and management of the Project. Except as otherwise expressly provided for herein, District shall be responsible for and indemnify Development Manager against, any such expenses and/or liabilities.

(c) **Final Accounting.** Within ninety (90) days of the termination of this Agreement (the "**Post-Termination Period**"), Development Manager shall be obligated to deliver to District a final accounting, which shall cover the period from the date of Agreement to the termination date (and which shall specifically identify any and all expenses which have been incurred in connection with the Project as of the date thereof but which have not be paid); provided, however, that if such termination date shall be a date other than the last day of a calendar month, the final accounting shall be prepared as of the last day of the month in which such termination occurs.

(d) **General Assistance.** During the Post-Termination Period, Development Manager, at no additional out-of-pocket cost or liability, shall otherwise assist District and any other person designated by District in any manner which District shall reasonably require to become familiar with the Project and all matters relating thereto.

16. **Applicable Laws.** Development Manager shall comply with any applicable law, regulation, ordinance, rule, order or determination of any federal, state, county or municipal authority or similar body having jurisdiction over the Project or District (collectively, the “Applicable Laws”) in performance or observing its obligations under this Agreement. Without limitation of the foregoing, Development Manager shall comply with the following:

(a) **Prevailing Wages.** District and Development Manager acknowledge and agree that the Contractor(s) are responsible to assure compliance with the provisions of California Labor Code Sections 1720 *et seq.* regarding payment of prevailing wages for any public works aspect of the work to be performed on the Project pursuant to this Agreement. Contractor and any subcontractors shall pay not less than the prevailing wage rates published from time to time by the California Department of Industrial Relations. Contractor shall perform or cause to be performed all requirements imposed upon District to evidence compliance with California Labor Code Section 1720 *et seq.*, including without limitation the submission to District of weekly certified payrolls of all workers employed in connection with work to be done on the Project in accordance with this Agreement. Development Manager shall monitor the compliance of the Contractor(s) and all subcontractors with California Labor Code Section 1720 *et seq.* Provided that Development Manager undertakes such monitoring with reasonable diligence, Development Manager shall have no liability or responsibility for any Contractor or subcontractor failing to pay prevailing wages.

(b) **Public Contracts.** Development Manager shall use its commercially reasonable efforts to assure that the contracts entered into with respect to the Project comply with those provisions of all relevant laws, statutes and requirements that pertain to public works contracts and bidding processes by a community college district.

(c) **Additional Provisions Required.**

(i) The following provision is required to be included in this Agreement by the City Conveyance Agreement:

*Non-Discrimination. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land that is the subject matter hereof, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants or vendees of the land.*

(ii) The following provisions are required to be included in this Agreement by the Sublease:

*A. Equal Opportunity. Development Manager agrees as follows:*

*1. Development Manager will not discriminate against any employee of Development Manager or applicant for employment because of race, color, religion, sex, or national origin. The employees of Development Manager shall be treated during employment, without regard to their race, color, religion, sex or national origin. Such action*

*shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, selection for training, including apprenticeship. Development Manager agrees to post in conspicuous places, setting forth the provisions of this nondiscrimination clause.*

*2. Development Manager will, in all solicitations or advertisements for employees placed by or on behalf of Development Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.*

*3. Development Manager will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, advising the labor union or worker's representative of Development Manager's commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

*4. Development Manager will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor of the United States of America.*

*5. Development Manager will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to its books, records, and accounts by the government and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders.*

*6. In the event of Development Manager's noncompliance with the Equal Opportunity Clause of this Agreement or with any said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and Development Manager may be declared ineligible for further Government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

*7. Development Manager will include the above provisions in every sublease or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each sublessee or vendor. Development Manager will take such action with respect to any sublease or purchase order as the Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Development Manager becomes involved in, or is threatened with, litigation with the sublessee*

or vendor as a result of such direction by the Government, Development Manager may request the United States to enter into such litigation to protect the interests of the United States.

**B. Convict Labor.** In connection with the performance of work required by this Agreement, Development Manager agrees not to employ any person undergoing a sentence of imprisonment at hard labor unless the utilization of prisoners is in conformity with provisions of Executive Order 11755.

**C. Labor Standards.** Development Manager shall comply with all federal laws and related regulations, including the Fair Labor Standards Act (29 U.S.C. 201-219), Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), Walsh-Healy Public Contracts Act (41 U.S.C. 35-45), Davis-Bacon Act (40 U.S.C. 276a to 276a-7), and the McNamara-O'Hara Service Contract Act (41 U.S.C. 351-358).

(d) **Subcontracts.** All of Development Manager's contracts with the ATEP Team regarding or involving the Project shall contain provisions similar to those contained in Sections 16(c) above.

17. **Disputes.** The following dispute resolution procedure is implemented for this Agreement with the intent to avoid costly and potentially lengthy traditional court proceedings. A "**Dispute**" between the Parties, or any director, officer, partner, shareholder, member, employee, representative, contractor, subcontractor, design professional or agent of the Parties, includes without limitation, any claims, controversies, breaches or disputes, whether such dispute is based on contract, tort, statute or equity, including, without limitation, any dispute over (1) the disposition of any deposits under this Agreement, (2) breach of contract, (3) negligent or intentional misrepresentation or fraud, (4) nondisclosure, (5) breach of any alleged duty of good faith and fair dealing, (6) allegations of latent or patent design or construction defects, (7) the Project, including, without limitation, the planning, surveying, design, engineering, grading, specifications, construction or other development of the Project, or (8) any other matter arising out of or related to the interpretation of any term or provision of this Agreement, or any defense going to the formation or validity of this Agreement, or any provision of this Agreement, including, without limitation, allegations of unconscionability, fraud in the inducement, or fraud in the execution, whether any such claim, controversy, breach or dispute arises before or after the issuance by District of a Notice to Proceed. Any Dispute, except those Disputes in which the amount in controversy is within the jurisdictional limits of the small claims court, shall be resolved in accordance with the alternative dispute resolution procedures set forth below.

(a) **Notice.** Any Person with a Dispute shall give written notice of the Dispute by personal or mail service as authorized by California Code of Civil Procedure Sections 415.10, 415.20, 415.21, 415.30 or 415.40 to the party to whom the Dispute is directed ("**Respondent**") describing the nature of the Dispute and any proposed remedy (the "**Dispute Notice**").

(b) **Mediation.** Commencing on the date the Dispute Notice is delivered to the Respondent, any party may submit the Dispute to mediation by delivering a request for mediation (a "**Mediation Notice**") in the same manner as allowed for delivery of the Dispute Notice. The Dispute shall be mediated pursuant to (a) the Judicial Arbitration and Mediation



Service (“JAMS”) mediation procedures in existence when the Dispute Notice is delivered, as modified by this Section, or (b) the mediation procedures of any successor to JAMS in existence when the Dispute Notice is delivered, as modified by this Section, or (c) mediation procedures approved by the parties of any entity offering mediation services that are acceptable to the parties to the Dispute. Except as provided in Section 17(e), no Person shall begin litigation regarding a Dispute without complying with this Section 17(b).

(i) **Selection of Mediator.** The mediator shall be selected within sixty (60) days after delivery of the Mediation Notice. The mediator shall be selected by mutual agreement of the Parties. If the Parties cannot agree on a mediator, the mediator shall be selected by the entity providing the mediation service. No Person shall serve as a mediator in any Dispute in which the Person has any financial or personal interest in the result of the mediation, except by the written consent of all Parties. Before accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or to prevent a prompt commencement of the mediation process.

(ii) **Position Letter; Pre-Mediation Conference.** No later than sixty (60) days after selection of the mediator, each Party shall submit a letter (a “**Position Statement**”) containing (1) a description of the Party’s position concerning the issues that need to be resolved, and (2) a suggested plan of redress, repair, remediation or correction. The mediator may schedule a pre-mediation conference. All Parties shall attend unless otherwise mutually agreed. The mediation shall be commenced within twenty (20) days after submittal of all Position Statements and shall be concluded within fifteen (15) days after the mediation began unless either (A) the mediator extends the mediation period, or (B) the Parties mutually agree to extend the mediation period. The mediation shall be held in the County or another place mutually acceptable to the Parties.

(iii) **Conduct of Mediation.** The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate to achieve the goal of settling the Dispute. The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement. The mediator may also obtain expert advice concerning technical aspects of the Dispute, provided the Parties agree to and do assume the expenses of obtaining such advice. The mediator shall not have the authority to impose a settlement on the Parties.

(iv) **Application of Evidence Code.** The provisions of California Evidence Code Sections 1115 through 1128 shall be applicable to the mediation process. Use and disclosure of statements, evidence and communications offered or made in the course of the mediation shall be governed by these sections, including the sections which preclude use of material in future proceedings and the sections which provide for confidentiality of material.

(v) **Parties Permitted at Mediation.** Persons other than the Parties, their liability insurers, attorneys for the Parties and the mediator may attend mediation sessions only with the permission of the Parties and the consent of the mediator.

(vi) **Record.** There shall be no stenographic, video or audio record of the mediation process.

(vii) **Expenses.** Each Party shall bear its own attorneys' fees and costs incurred in connection with the mediation. All other expenses of the mediation including the fees charged by the mediator and the cost of any proof or expert advice requested by the mediator shall be borne equally by each of the Parties, unless the Parties agree otherwise.

(c) **Judicial Reference.** If a Dispute remains unresolved after the mediation required by Section 17(b) is completed, any of the Parties may file a lawsuit. All lawsuits regarding Disputes must be resolved by general judicial reference pursuant to California Code of Civil Procedure Sections 638(a) and 641 through 645.1, as modified by this Section 17(c). The Parties shall cooperate in good faith to ensure that all necessary and appropriate Parties are included in the judicial reference proceeding. No Party shall be required to participate in the judicial reference proceeding if all Parties against whom such Party would have necessary or permissive cross-claims or counterclaims will not or cannot be joined in the judicial reference proceeding. The general referee shall have the authority to try all issues of fact and law and to report a statement of decision to the court. The referee shall be the only trier of fact and law in the reference proceeding, and shall have no authority to further refer any issues of fact or law to any other Person unless all Parties to the judicial reference proceeding consent, or the referee determines that a conflict of interest or similar situation has arisen which would make it inappropriate for the referee to act as the trier of fact or law concerning an issue or matter. In the second alternative, an alternative judicial referee shall be selected in accordance with Section 17(c)(ii) solely for resolving or rendering a decision concerning the issue or matter involved in the conflict.

(i) **Place.** The proceedings shall be heard in the County.

(ii) **Referee.** The referee shall be a retired judge who served on the California Superior Court in the County with substantial experience in the type of matter in dispute and without any relationship to the Parties or interest in the Properties, unless the Parties agree otherwise. The Parties shall meet to select the referee no later than thirty (30) days after service of the initial complaint on all defendants named in the complaint. Any dispute regarding the selection of the referee shall be resolved by the court in which the complaint is filed in accordance with California Code of Civil Procedure Section 640(b).

(iii) **Beginning and Timing of Proceeding.** The referee shall begin the proceeding at the earliest convenient date and shall conduct the proceeding without undue delay.

(iv) **Pre-hearing Conferences.** The referee may require pre-hearing conferences.

(v) **Discovery.** The Parties shall be entitled to modified discovery including without limitation: (1) inspections and testing (2) witness lists; (3) expert witness designations; (4) expert witness reports; (5) exhibits; (6) reports of testing or inspections, including but not limited to, destructive or invasive testing; (7) briefs; and (8) the deposition, under oath, of any designated experts, all complaining parties and any party involved with the design or construction of improvements, if those improvements are the subject of the Dispute. Any other discovery authorized in the California Code of Civil Procedure shall be permitted by the referee upon a showing of good cause or based on the consent of all Parties.

(vi) **Motions.** The referee shall have the power to hear and dispose of motions, including motions relating to discovery, provisional remedies, demurrers, motions to dismiss, motions for judgment on the pleadings and summary judgment and/or adjudication motions, in the same manner as a trial court judge. The referee shall also have the power to adjudicate summarily issues of fact or law including the availability of remedies whether or not the issue adjudicated could dispose of an entire cause of action or defense.

(vii) **Record.** A stenographic record of the hearing shall be made which shall remain confidential except as may be necessary for post-hearing motions and any appeals.

(viii) **Statement of Decision.** The referee's statement of decision shall contain an explanation of the factual and legal basis for the decision pursuant to California Code of Civil Procedure Section 632. The decision of the referee shall stand as the decision of the court, and upon filing of the statement of decision with the clerk of the court, judgment may be entered thereon in the same manner as if the Dispute had been tried by the court.

(ix) **Remedies.** The referee may grant all legal and equitable remedies and award damages in the judicial reference proceeding.

(x) **Post-hearing Motions.** The referee may rule on all post-hearing motions in the same manner as a trial judge.

(xi) **Appeals.** The decision of the referee shall be subject to appeal in the same manner as if the Dispute had been tried by the court.

(xii) **Expenses.** Each Party shall bear its own attorneys' fees and costs incurred in connection with the judicial reference proceeding. All other fees and costs incurred in connection with the judicial reference proceeding, including the cost of the stenographic record, shall be advanced equally by each of the Parties. However, the referee shall have the power to reallocate such fees and costs among the Parties in the referee's final ruling.

(d) **Arbitration of Disputes.** To the extent that the Dispute is not resolved during mediation and cannot for any reason be submitted to Judicial Reference as provided in Section 17(c), the entire matter shall proceed as one of binding arbitration governed by the Federal Arbitration Act (9 U.S.C. §1-16) ("**Arbitration**"). To the extent the rules of procedure set forth herein do not conflict with the Federal Arbitration Act, such rules of procedure shall be the rules of procedure for the Arbitration. JAMS, its successors, or any other entity offering arbitration services agreed to by the Parties shall hear, try and decide all issues of both fact and law and make any required findings of fact and, if applicable, conclusions of law. Notwithstanding the requirements to submit Disputes to Arbitration, if the Party seeking to submit a Dispute to Arbitration chooses, the Dispute may instead, as an alternative to Arbitration, be submitted to the California small claims court subject to the limitations on the jurisdiction of such court. The decision of the small claims court and any small claims appeals court will be final as to the Dispute.

(i) **Interpretation.** The procedures specified in this Section pertaining to Arbitration are to be interpreted and enforced as authorized by the Federal Arbitration Act (9 U.S.C. §1-16), which is designed to encourage use of alternative methods of dispute resolution

that avoid costly and potentially lengthy court proceedings. Interpretation and application of those procedures shall conform to Federal court rules interpreting and applying the Federal Arbitration Act. The Project is to be constructed of or use materials and products manufactured throughout the United States which are then shipped to the Project site for installation. The shipment of these materials and products across state lines to the Project site causes the products and materials to enter into the stream of interstate commerce and become subject to the Commerce Clause (Article I, Section VIII of the United States Constitution) and ensuing Federal laws. References to California procedural law shall not be construed as a waiver of any rights of the Parties under the Federal Arbitration Act or the right of the Parties to have the procedures set forth in this Section 12.4.5 interpreted and enforced under the Federal Arbitration Act.

(ii) **Initiation of Claim.** Any Party wishing to initiate an Arbitration pursuant to this Section shall serve a demand for Arbitration upon the responding Parties and upon JAMS its successor, or to any other entity offering arbitration services agreed to by the Parties. Except as otherwise set forth herein, the Arbitration shall be conducted by and in accordance with the rules of JAMS its successors, or to any other entity offering arbitration services agreed to by the Parties.

(iii) **Arbitrator.** The arbitrator to be appointed shall be employed by JAMS, its successor, or to any other entity offering arbitration services agreed to by the Parties. Except as otherwise set forth herein, the arbitration proceedings shall be conducted by and in accordance with the rules of JAMS or any successor thereto. Except for procedural issues, the proceedings, the ultimate decisions of the arbitrator, and the arbitrator shall be subject to and bound by existing California case and statutory law except to the extent Federal law applies. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. Should JAMS cease to exist, as such, then all references herein to JAMS shall be deemed to refer to its successor or, if none, to the American Arbitration Association (in which case its commercial arbitration rules shall be used). The Parties shall cooperate in good faith and shall diligently perform such acts as may be necessary to ensure that all necessary and appropriate third parties are included in the proceeding.

(iv) **Selection of Arbitrator.** The proceeding shall be conducted by one (1) qualified arbitrator selected in accordance with the rules of JAMS. The term "qualified" shall mean a retired judge who has experience with the laws governing residential real estate development and construction or an attorney who has actively practiced law in California for at least fifteen (15) years and who has experience with the laws governing real estate development and construction.

(v) **Motions and Remedies.** The arbitrator shall have the power to hear and dispose of motions, including motions relating to provisional remedies, demurrers, motions to dismiss, motions for judgment on the pleadings and summary judgment and/or adjudication motions, in the same manner as a trial court judge. In addition, the arbitrator shall have the power to summarily adjudicate issues of fact or law, including but not limited to the availability of remedies, whether or not the issue adjudicated could dispose of an entire cause of action or defense. The arbitrator shall have the power to grant provisional remedies including

preliminary injunctive relief. Prior to the selection of the arbitrator any Party shall have the right to petition the Superior Court of the County for any necessary provisional remedies.

(vi) **Discovery.** The Parties shall be entitled to modified discovery including without limitation: (1) inspections and testing (2) witness lists; (3) expert witness designations; (4) expert witness reports; (5) exhibits; (6) reports of testing or inspections, including but not limited to, destructive or invasive testing; (7) briefs; and (8) the deposition, under oath, of any designated experts, all complaining parties and any party involved with the design or construction of improvements, if those improvements are the subject of the Dispute. All other discovery shall be permitted by the arbitrator at his discretion upon a showing of good cause or based on the agreement of the Parties. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.

(vii) **Full Disclosure.** Each Party shall, in good faith, make a full disclosure of all issues and evidence to the other Parties prior to the hearing. Any evidence or information that the arbitrator determines was unreasonably withheld shall be inadmissible by the party that withheld it. The initiating Party shall be the first to disclose all of the following, in writing, to the other Party and to the arbitrator: (i) an outline of the issues and its position on each such issue; (ii) a list of all witnesses it intends to call; and (iii) copies of all written reports and other documentary evidence whether or not written or contributed to by its retained experts (collectively, the "**Outline**"). The initiating Party shall submit its Outline to the other Parties and to the arbitrator within thirty (30) days of the final selection of the arbitrator. Each responding Party shall submit its written response as directed by the arbitrator.

(viii) **Hearing.** The hearing shall be held in the County. The arbitrator shall promptly commence the hearing giving due consideration to the complexity of the issues, the number of Parties and necessary discovery and other relevant matters. The hearing shall be conducted as informally as possible. Evidence Code Section 1152, *et seq.*, shall be applicable for the purpose of excluding from evidence offers, compromises, and settlement proposals, unless the Parties thereto consent to their admission. Attorneys are not required and any Party may elect to be represented by someone other than a licensed attorney. Cost of an interpreter shall be borne by the Party requiring the services of the interpreter in order to be understood by the arbitrator and the expenses of witnesses shall be born by the Party or Parties producing such witnesses.

(ix) **Decision.** The decision of the arbitrator shall be binding on the Parties and if the award of the arbitrator is not paid within sixty (60) days of the award it shall be entered as a judgment in any court of competent jurisdiction. The arbitrator shall cause a complete record of all proceedings to be prepared similar to those kept in the Superior Court, shall try all issues of both fact and law, and shall issue a written statement of decision, such as that described in Code of Civil Procedure Section 643 (or its successor), which shall specify the facts and law relied upon in reaching his/her decision within twenty (20) days after the close of testimony.

(x) **Fees and Costs.** The total cost of the proceedings, including the initiation fees and other fees of JAMS and any related costs and fees incurred by JAMS (such as experts and consultants retained by it) shall be reallocated in accordance with the Federal

Arbitration Act and supporting case law, as determined by the arbitrator. The arbitrator shall not award attorneys' fees to any Party, each Party to bear its own attorneys fees. The arbitrator may award recoverable costs pursuant to California law.

(e) **Statutes of Limitation.** Nothing in Section 17 shall be considered to toll, stay, reduce or extend any applicable statute of limitations.

(f) **Agreement to Dispute Resolution; Waivers of Jury Trial.** EACH PARTY AGREES TO USE THE PROCEDURES ESTABLISHED IN THIS SECTION 17 TO RESOLVE ALL DISPUTES AND WAIVE THEIR RIGHTS TO RESOLVE DISPUTES IN ANY OTHER MANNER. EACH PARTY ACKNOWLEDGES THAT BY AGREEING TO RESOLVE ALL DISPUTES AS PROVIDED IN THIS SECTION 17, THEY ARE GIVING UP THEIR RIGHT TO HAVE DISPUTES TRIED BEFORE A JURY.

18. **Additional Covenants, Representations and Warranties.**

(a) **No Pending Litigation.** District hereby represents and warrants to Development Manager that there are no suits, actions, proceedings or investigations pending or, to the best of District's knowledge, threatened, against District or any other person involving the Project; and (ii) the authorization, execution, delivery and performance of this Agreement will not result, and no condition exists or no event has occurred, which, with the lapse of time, if not cured, or with the giving of notice, or both, would result, in any breach or default under any other document, instrument or agreement to which District is a party or by which District or the Project is subject or bound. Development Manager acknowledges that the District has informed it that, although the City has not, in writing, threatened litigation against the District, some City officials have asserted that the City has grounds to exercise certain of its remedies under the Conveyance Documents.

(b) **Required Approving Authority.** District represents and warrants to Development Manager that design review and approval for the Project, including review of preliminary and final site plans, architectural renderings and drawings, and construction working drawings, is under DSA jurisdiction, and that, except to the extent required by the Conveyance Documents, no submittals to, or approvals by, any municipal agency, including, without limitation, the City, of any such plans and/or drawings, is or shall be required in connection with the Project.

19. **Miscellaneous.**

(a) **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 Development Manager or the admission of new members to Development Manager which causes there to be a change in majority ownership and/or control of Development Manager shall be deemed an assignment for purposes of this Agreement.

(b) **Amendment.** This Agreement may only be amended by a writing executed by District and Development Manager.

(c) **Notices.** All notices, request, demands, approvals and consents required or permitted by this Agreement shall be in writing, shall be delivered personally or sent by registered or certified mail, postage prepaid, or delivered by facsimile, commercial overnight courier service, addressed as indicated below or to such other address or addresses as designated from time to time by either Party by notice to the other Party. Notice given in compliance with the foregoing provisions shall be deemed to be received on the earlier of actual receipt, upon personal delivery, one business day after delivery by commercial overnight courier service, or two (2) business days after mailing.

**To District:**

Any notice called for by this Agreement other than in the Scope of Work:

South Orange County Community College District  
2800 Marguerite Parkway  
Mission Viejo, California 92692-3635  
Attention: Gary Poertner  
Fax No. (949) 347-2472

Any notice called for by the Scope of Work:

South Orange County Community College District  
2800 Marguerite Parkway  
Mission Viejo, California 92692-3635  
Attention: Brandye D'Lena  
Fax No. (949) 364-1731

With a copy in either case to:

Jackson, DeMarco, Tidus & Peckenpaugh  
2030 Main Street, Suite 1200  
Irvine, California 92614  
Attention: Andrew P. Bernstein, Esq.  
Fax No. (949) 752-0597

**To Development Manager:**

c/o Hudson Capital, LLC  
11601 Wilshire Blvd., Suite 1600  
Los Angeles, California 90025  
Attention: Victor Coleman  
Fax No. (310) 445-5710

With a copy to:

Jeffer, Mangels, Butler & Marmaro LLP  
1900 Avenue of the Stars, 7th Floor  
Los Angeles, California 90067  
Attention: Scott M. Kalt., Esq. and  
Seth I. Weissman, Esq.  
Fax Nos. (310) 203-0567

(d) **Entire Agreement.** This Agreement shall constitute the entire agreement between the Parties hereto concerning the subject matter hereof and supersedes all prior written or oral agreements and negotiations.

(e) **Governing Law.** This Agreement shall be enforced by, governed by, and construed in accordance with the laws of the State of California.

(f) **Attorneys' Fees.** In the event of any litigation or judicial action to enforce any of the provisions of this Agreement or any right of any Party hereunder, the prevailing Party shall be entitled to recover its court costs and reasonable attorneys' fees from the other Party.

(g) **No Waiver.** No failure or delay of any Party to exercise of any right hereunder or to seek redress for any violation hereof or to insist upon the strict performance of any term or condition hereof shall constitute a waiver thereof, nor shall any single or partial exercise of such right exclude any further exercise thereof or any other right. The waiver by a Party of any breach or any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof, or of any breach or any other provision thereof.

(h) **Additional Documents and Cooperation.** Each Party when and as requested will execute such other instruments or agreements as may be reasonably requested by the other Party and required in order to carry out the purposes of this Agreement and to enable Development Manager to perform its duties and obligations hereunder.

(i) **Time of Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation Development Manager's performance of the services required hereunder and District's payment of all sums due to Development Manager.

(j) **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.

(k) **Survival of Covenants.** All covenants, which by their terms are not to be performed before the expiration or earlier termination of this Agreement, shall survive the expiration or earlier termination hereof.

(l) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original of this Agreement, but all of which shall constitute one and the same instrument.

(m) **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.



**IN WITNESS WHEREOF**, the Parties have entered into this Agreement as of the Identification Date above.

**DISTRICT:**

SOUTH ORANGE COUNTY COMMUNITY  
COLLEGE DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEVELOPMENT MANAGER:**

HCTD, LLC, a Delaware limited liability company

By: Hudson Capital, LLC, a California limited  
liability company, its Sole Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Table of Exhibits

Exhibit A-1	SOCCCD Fee Property	Recital C
Exhibit A-2	Sublease Area	Recital C
Exhibit B	ATEP Site	Recital C
Exhibit C	Phase 3A Site Plan	Recital E
Exhibit D	Scope of Work	Section 3(a)
Exhibit E	Program Management Plan	Section 3(g)
Exhibit F	Fee Summary	Section 4

**Exhibit A-1**

**SOCCCD Fee Property**

## LEGAL DESCRIPTION

**The land referred to herein is situated in the State of California, County of Orange, City of Tustin, and described as follows:**

Parcel A:

Parcel I-E-1.1:

Parcel I-E-1.1, as shown on Exhibit "B" attached to Lot Line Adjustment No. 03-01, recorded April 15, 2003 as Instrument No. 2003000418455 of Official Records of Orange County, California, being more particularly described as follows:

That portion of Parcel 1-E-1 and Parcel 1-E-2, in the City of Tustin, County of Orange, State of California, as described in the "Quitclaim Deed E and Environmental Restriction pursuant to Civil Code Section 1471" recorded May 14, 2002 as Instrument No. 20020404595 of Official Records in the office of the County Recorder of said County, lying northeasterly and southeasterly of the following described line:

Beginning at the most northerly corner of said Parcel 1-E-2; thence south 49° 06' 05" east 595.92 feet along the northeasterly line of said Parcel 1-E-2 and its southeasterly prolongation; thence south 40° 39' 15" west 493.45 feet; thence north 48° 56' 17" west 230.46 feet; thence south 40° 39' 15" west 457.01 feet; thence south 49° 20' 45" east 230.46 feet; thence south 40° 39' 15" west 624.98 feet to a point on the southwesterly line of said Parcel 1-E-2.

Excepting therefrom that portion of 1-E-1 described as follows:

Beginning at the northwesterly terminus of that certain course in the southwesterly line of said Parcel 1-E-1 described as a curve concave northeasterly having a radius of 2285.06 feet, length of 223.81 feet and a central angle of 5° 36' 43"; thence southeasterly along said curve 170.20 feet through a central angle of 4° 29' 36" to the true point of beginning; thence leaving said southwesterly line north 40° 50' 28" east 20.64 feet; thence south 40° 09' 32" east 15.93 feet; thence south 40° 50' 28" west 21.07 feet to said curved southwesterly line, a radial line to said curve bears south 42° 10' 17" west; thence northwesterly along said curve 15.93 feet through a central angle of 0° 23' 58" to the true point of beginning.

APN: 430-283-16

Parcel B:

In the City of Tustin, and the City of Irvine, County of Orange, State of California, being those portions of Block 10, of Irvine's Subdivision, as shown on the map filed in book 1, page 88 of Miscellaneous Record Maps and as shown on a map filed in book 165, pages 31 through 39 inclusive of Record of Surveys, both of the records of said county, described as follows:

For the purpose of this description the following control lines are hereby established.

Control Line "A"

Beginning at the intersection of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue Having a bearing of south 40° 37' 39" west between

Valencia Avenue and Warner Avenue; thence south 49° 20' 07" east 106.23 feet to the beginning of curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 5° 30' 14"; thence south 43° 49' 53" east 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 103.54 feet through a central angle of 4° 14' 15" to a point hereinafter referred to as Point "E".

#### Control Line "C"

Beginning at hereinabove described Point "E"; thence north 40° 40' 06" east 79.56 feet to a point hereinafter to be referred to as Point "C"; thence continuing north 40° 40' 06" east 659.46 feet to a point that is distant 445.49 feet southeasterly, measured at right angles, from the centerline of said Red Hill Avenue between Valencia and Santa Fe Drive and distant 604.41 feet southwesterly line of the land shown on parcel map filed in book 64, page 39 of Parcel Maps, records of said county, as said centerlines are established on said Record of Survey. Parcel I-E-3.

Beginning at the hereinbefore described Point "C"; thence leaving said Control Line "C", north 49° 19' 54" west 30.00 feet to the true point of beginning; thence south 87° 33' 50" west 36.69 feet; thence 45° 10' 56" west 9.92 feet to the beginning of a curve concave northeasterly having a radius of 143.50 feet; thence northwesterly along said curve 31.99 feet through a central angle of 12° 46' 19"; thence north 32° 24' 37" west 28.61 feet to the beginning of a curve concave southwesterly having a radius of 159.50 feet; thence northwesterly along said curve 31.79 feet through a central angle of 11° 25' 16"; thence north 43° 49' 53" west 42.11 feet to the beginning of a curve concave southwesterly having a radius of 146.04 feet; being concentric with and 64.00 feet northeasterly of said Control Line "A"; thence northwesterly along said concentric curve 140.62 feet through a central angle of 5° 30' 11"; thence leaving said concentric curve north 49° 20' 04" west 15.29 feet; thence north 04° 20' 50" west 36.78 feet to a line that is parallel with and distant 65.00 feet southwesterly from said centerline of Red Hill Avenue; thence along said parallel line north 40° 38' 29" east 50.00 feet; thence leaving said parallel line south 49° 21' 31" East 12.00 feet to a line that is parallel with and distant 77.00 feet southeasterly from said centerline of Red Hill Avenue; thence along said parallel line north 40° 38' 29" east 41.13 feet; thence leaving said parallel line south 49° 19' 54" east 338.24 feet to a line that is parallel with and distant 30.00 feet northwesterly from said Control Line "C"; thence along said parallel line south 40° 40' 06" west 123.89 feet to the true point of beginning.

APN 430-282-13

Parcel C:

Parcel I-E-4:

In the City of Tustin, County of Orange, State of California, being that portion of Block 10, of Irvine's Subdivision, as shown on the map filed in book 1, page 88 of Miscellaneous Record Maps and as shown on a map filed in book 165, pages 31 through 39 inclusive of Record of Surveys, both of the records of said county, described as follows:

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of south 40° 37' 39" east between Valencia Avenue and Warner Avenue; thence south 49° 20' 07" east 103.05 feet; thence south 40° 39' 53" west 52.00 feet to the true point of beginning; thence south 49° 20' 07" east 3.18 feet to the beginning of a curve concave southwesterly having a radius of 1348.04 feet; thence southeasterly along said curve 45.04 feet through a central angle of 1° 54' 51" to the beginning of a compound curve concave southwesterly having a radius of 43.00 feet, a radial line of said beginning bears north 42° 34' 44" east; thence southeasterly along said curve 11.95 feet through a central angle of 16° 18' 19"; thence south 31° 06'

57" east 31.37 feet to the beginning of a curve concave northeasterly having a radius of 58.00 feet; thence southeasterly along said curve 12.87 feet through a central angle of 12° 42' 56"; thence south 43° 49' 53" east 61.09 feet to the beginning of a curve concave northeasterly having a radius of 58.00 feet; thence southeasterly along said curve 14.33 feet through a central angle of 14° 09' 14"; thence south 57° 59' 07" east 36.66 feet to the beginning of a curve concave southeasterly having a radius of 42.00 feet; thence southeasterly along said curve 10.38 feet; through a central angle of 14° 09' 17"; thence south 43° 49' 50" east 9.46 feet to the beginning of a curve concave northeasterly having a radius of 1452.04 feet; thence southeasterly along said curve 64.40 feet through a central angle of 2° 32' 9"; thence south 02° 51' 08" east 23.41 feet; thence south 47° 19' 39" east 11.70 feet; thence south 40° 29' 44" west 47.00 feet; thence north 49° 19' 54" west 351.89 feet to a line parallel with and 77.00 feet southeasterly of the centerline of said Red Hill Avenue; thence along said parallel line north 40° 37' 39" east 59.07 feet to a point lying south 85° 38' 32" west 36.79 feet from the point of beginning; thence leaving said parallel line north 85° 38' 32" east 36.79 feet to the true point of beginning.

APN: 430-283-05

**Exhibit A-2**  
**Sublease Area**

# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-4

### (Portion of Reuse Plan Disposition Site 1; Portion of Carve-Out 5)

1 In the City of Tustin, County of Orange, State of California, being those portions of  
2 Block 10 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of  
3 Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through  
4 39 inclusive of Records of Surveys, both of the records of said County, described as  
5 follows:

6  
7 For the purpose of this description the following Control lines are hereby established:

#### 8 9 Control line "A"

10  
11 Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of  
12 Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue  
13 having a bearing of South 40°37'39" West between Valencia Avenue and Warner  
14 Avenue; thence South 49°20'07" East 106.23 to the beginning of a curve concave  
15 southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve  
16 134.49 feet through a central angle of 5°30'14"; thence South 43°49'53" East 101.77  
17 feet to the beginning of a curve concave northeasterly having a radius of  
18 1400.04 feet; thence southeasterly and easterly along said curve 103.54 feet through a  
19 central angle of 4°14'15" to a point hereinafter to be referred to as Point "E"; thence  
20 continuing along said curve an arc distance of 30.86 feet through a central angle of  
21 1°15'46"; thence South 49°19'54" East 586.96 feet to the beginning of a curve concave  
22 northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly  
23 564.01 feet along said curve through a central angle of 23°04'55" to a point hereinafter  
24 referred to as Point "J"; thence continuing easterly 169.68 feet along said curve through



# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-4

### (Portion of Reuse Plan Disposition Site 1; Portion of Carve-Out 5)

1 a central angle of  $6^{\circ}56'38''$ ; thence South  $79^{\circ}21'27''$  East 309.99 feet to a point  
2 hereinafter referred to as Point "A".

#### 3 4 **Control Line "D"**

5  
6 Beginning at said Point "A"; thence North  $15^{\circ}38'31''$  East 159.80 feet to the beginning of  
7 a curve concave westerly having a radius of 600.02 feet; thence northerly along said  
8 curve 116.30 feet through a central angle of  $11^{\circ}06'21''$ ; thence North  $4^{\circ}32'10''$  East  
9 747.07 feet to the beginning of a curve concave southeasterly having a radius of 251.01  
10 feet; thence northerly and northeasterly along said curve 157.51 feet through a central  
11 angle of  $36^{\circ}05'52''$ ; thence North  $40^{\circ}38'02''$  East 667.92 feet to the beginning of a non-  
12 tangent curve concave southwesterly having a radius of 1850.05 feet, a radial line to said  
13 beginning bears North  $38^{\circ}26'27''$  East; thence southeasterly along said curve 152.39 feet  
14 through a central angle of  $4^{\circ}43'10''$  to a point 246.81 feet southeasterly, measured at right  
15 angles, from the southeasterly line of the Parcel Map filed in Book 64, Page 39 of Parcel  
16 Maps, Records of said County, as said line is established on said Record of Survey, and  
17 554.74 feet, measured at right angles, from the centerline of Edinger Avenue as shown on  
18 said Record of Survey.

#### 19 20 **Control line "C"**

21  
22 Beginning at the hereinbefore described Point "E"; thence North  $40^{\circ}40'06''$  East  
23 739.01 feet to a point that is 445.49 feet southeasterly, measured at right angles, from the  
24 centerline of said Red Hill Avenue between Valencia Avenue and Santa Fe Drive, and

# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-4

### (Portion of Reuse Plan Disposition Site 1; Portion of Carve-Out 5)

1 604.41 feet southwesterly of the southwesterly line of said Parcel Map as established on  
2 said Record of Survey

3  
4  
5  
6 **Parcel IV-J-4**

7  
8 Beginning at hereinbefore described Point "J"; thence, radial to the above described  
9 curve which Point "B" lies on, North 17°35'11" East 67.14 feet to the  
10 **True Point of Beginning**; thence North 73°31'26" West 47.60 feet; thence  
11 South 64°04'33" West 24.04 feet to the beginning of a non-tangent curve concave  
12 northeasterly having a radius of 1038.68 feet, a radial line to said beginning bears  
13 South 19°04'33" West; thence westerly and northwesterly along said curve 99.00 feet  
14 through a central angle of 5°27'40" to the beginning of a compound curve concave  
15 northeasterly having a radius of 1353.04 feet, said curve also being concentric with and  
16 47.00 feet northeasterly of said Control Line "A"; thence northwesterly along said  
17 concentric curve 210.83 feet through a central angle of 08°55'40" to a point hereinafter to  
18 be referred to as Point "I"; thence continuing northwesterly along said curve 170.11 feet  
19 through a central angle of 07°12'13" to a line parallel with and 47.00 feet northeasterly of  
20 said Control Line "A"; thence along said parallel line North 49°19'54" West 313.79 feet  
21 to the beginning of a curve concave northeasterly having a radius of 3092.59 feet;  
22 thence, leaving said parallel line, northwesterly along said curve 124.26 feet through a  
23 central angle of 2°18'08" to the beginning of a reverse curve concave southwesterly  
24 having a radius of 3108.59 feet, a radial line to said beginning bears

# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-4

### (Portion of Reuse Plan Disposition Site 1; Portion of Carve-Out 5)

1 North 42°58'14" East; thence northwesterly along said curve 124.83 feet through a  
2 central angle of 2°18'03"; thence North 4°22'13" West 35.33 feet to a line parallel with  
3 and 30.00 feet southeasterly of said Control Line "C"; thence along said parallel line  
4 North 40°40'06" East 237.97 feet; thence leaving said parallel line  
5 North 85°40'05" East 21.21 feet to a line parallel with and 45.00 feet southeasterly of  
6 said Control Line "C"; thence along said parallel line North 40°40'06" East 43.35 feet;  
7 thence leaving said parallel line South 49°10'56" East 742.22 feet to a point lying  
8 North 40°37'08" East 313.67 feet from the hereinbefore described Point "I"; thence  
9 continuing North 49°10'56" East 222.90 feet; thence South 7°11'09" West 236.11 feet to  
10 the **True Point of Beginning**.

11  
12 Excepting therefrom the following parcel:

13  
14 **Parcel IV-J-5**

15  
16 Beginning at hereinbefore described Point "J"; thence radial to the above described curve  
17 which Point "B" lies on, North 17°35'11" East 67.14 feet to the **True Point of**  
18 **Beginning**; thence North 73°31'26" West 47.60 feet; thence  
19 South 64°04'33" West 24.04 feet to the beginning of a non-tangent curve concave  
20 northeasterly having a radius of 1038.68 feet, a radial line to said beginning bears South  
21 19°04'33" West; thence westerly and northwesterly along said curve 99.00 feet through a  
22 central angle of 5°27'40" to the beginning of a compound curve concave northeasterly  
23 having a radius of 1353.04 feet, said curve also being concentric with and 47.00 feet  
24 northeasterly of said Control Line "A"; thence northwesterly along said concentric curve

# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-4

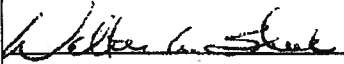
### (Portion of Reuse Plan Disposition Site 1; Portion of Carve-Out 5)

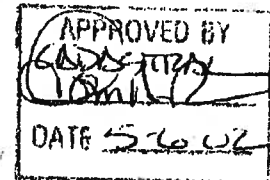
1 210.83 feet through a central angle of  $8^{\circ}55'40''$ ; thence North  $40^{\circ}37'08''$  East 313.67  
2 feet to the southeasterly terminus of that certain course hereinabove cited as having a  
3 bearing of "South  $49^{\circ}10'56''$  East" and a distance of "742.22 feet"; thence along the  
4 southeasterly prolongation of said course South  $49^{\circ}10'56''$  East 222.90 feet to the  
5 southeasterly terminus thereof; thence South  $7^{\circ}11'09''$  West 236.11 feet to the  
6 **True Point of Beginning.**

7  
8 Containing 243,969 sq. ft. / 5.60 acres, more or less.

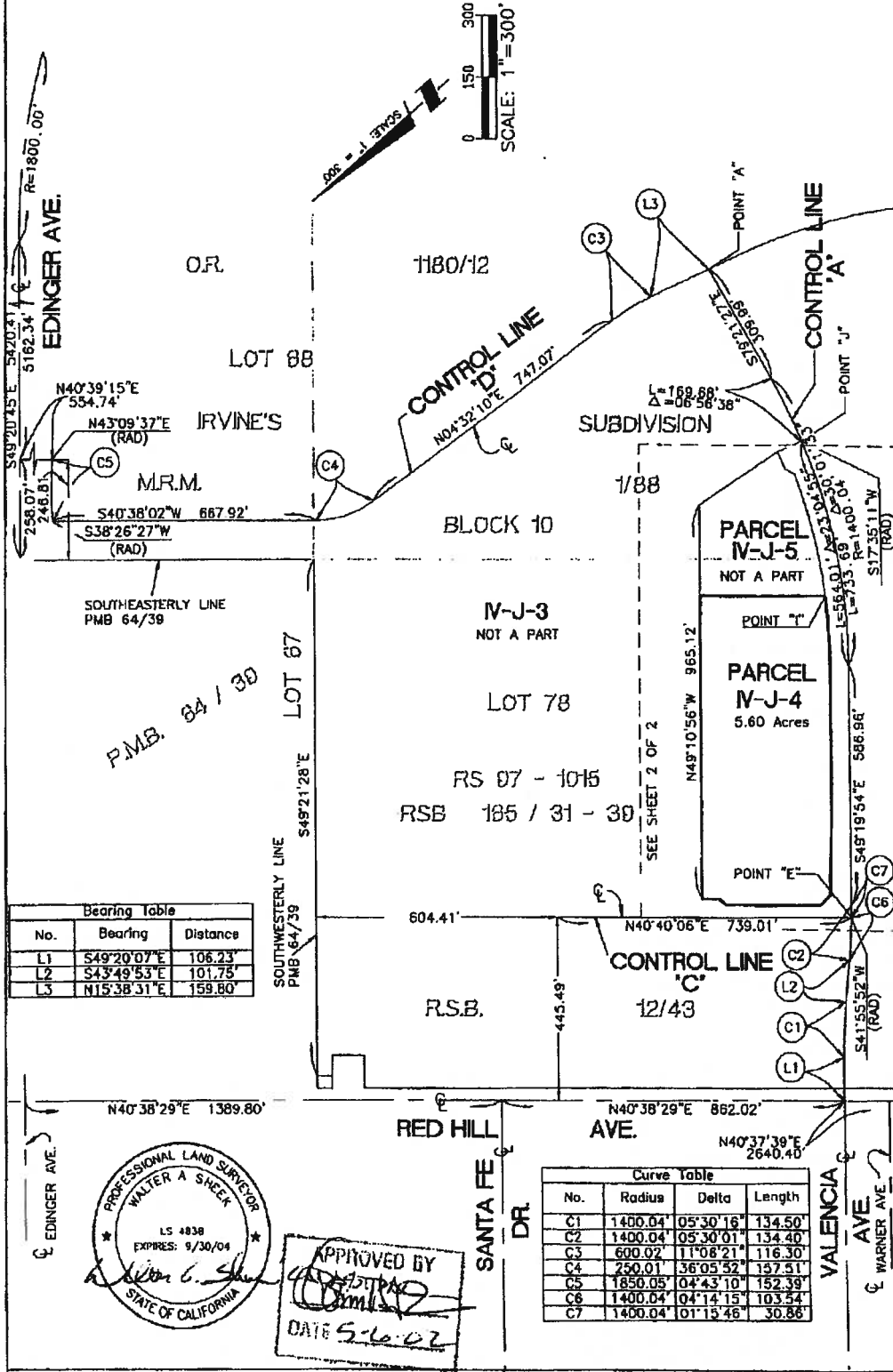
9  
10 As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

11  
12 Prepared under my supervision

13  
14  May 6, 2002  
15 Walter A. Sheck P.L.S. 4838 Date



# EXHIBIT B



**Bearing Table**

No.	Bearing	Distance
L1	S49°20'07"E	106.23
L2	S43°49'53"E	101.75
L3	N15°38'31"E	159.80

**Curve Table**

No.	Radius	Delta	Length
C1	1400.04'	05°30'16"	134.50'
C2	1400.04'	05°30'01"	134.40'
C3	600.02'	11°08'21"	116.30'
C4	250.01'	36°05'52"	157.51'
C5	1850.05'	04°43'10"	152.39'
C6	1400.04'	04°14'15"	103.54'
C7	1400.04'	01°15'46"	30.86'

PROFESSIONAL LAND SURVEYOR  
 WALTER A. SNEEK  
 LS 4838  
 EXPIRES: 9/30/04  
 State of California

APPROVED BY  
 DATE 5-6-02

DESCRIPTION: Parcel IV-J-4 (Reuse Pim Disposition Site 1; portion of Curve-Out 8)	SHEET 1 OF 2	SCALE 1" = 300'
<b>MCAS-TUSTIN</b>	<b>PSOMAS</b>	DRAFTED RAT
	387 Red Hill Avenue Suite 200 Costa Mesa, CA 92626 (714) 761-1274 Fax: (714) 545-4883	CHECKED LS
		DATE APRIL 2002
		JOB NUMBER 21US010200

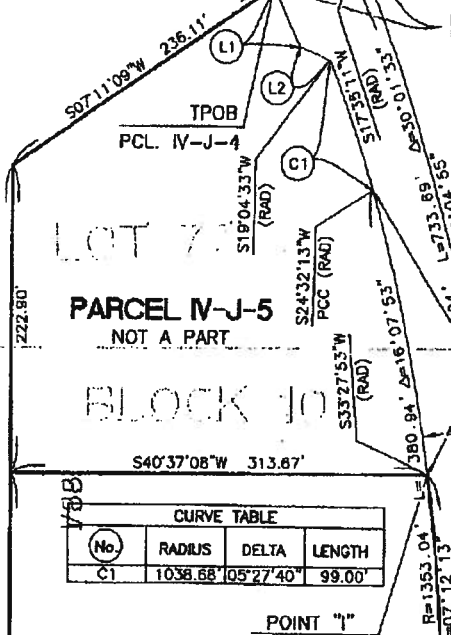
**EXHIBIT B**

POINT "J"  
1 OF 2

SEE SHEET

N17°35'11"E  
67.14'

No.	BEARING	DISTANCE
L1	N73°31'26" W	47.60'
L2	S64°04'33" W	24.04'
L3	N04°22'13" W	35.33'
L4	N85°40'05" E	21.21'
L5	N40°40'06" E	43.35'



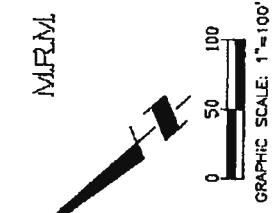
No.	RADIUS	DELTA	LENGTH
C1	1038.68'	05°27'40"	99.00'

POINT "I"

PARCEL IV-J-4  
5.60 ACRES

RS 97-1015  
IRVINE'S  
PARCEL IV-J-3 SUBDIVISION  
NOT A PART  
S48°10'56"E 965.12'  
742.22'

12/43  
H80/12  
R.S.B. O.R.



CONTROL LINE "A"

CONTROL LINE "C"



APPROVED BY  
*[Signature]*  
DATE 5/6/02

DESCRIPTION: Parcel IV-J-4 (Rouse Plan Disposition Site 1; portion of Curve-Out 5)	SHEET 2 OF 2	SCALE 1"=100'
<b>MCAS-TUSTIN</b>	<b>PSOMAS</b>	DRAFTED RAT
	387 2nd St. Suite 205 Costa Mesa, CA 92626 (714) 261-7312 Fax (714) 945-4883	CHECKED LS
		DATE APRIL 2002
		JOB NUMBER 21US010200

# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-5

### (Reuse Plan Disposition Site 19; portion of Carve-Out 5)

1 In the City of Tustin and the City of Irvine, County of Orange, State of California, being  
2 those portions of Blocks 10, of Irvine's Subdivision as shown on the map filed in book 1,  
3 page 88 of Miscellaneous Record Maps, and as shown on a map filed in book 165, pages  
4 31 through 39 inclusive of Records of Surveys, both of the records of said County,  
5 described as follows:

6  
7 For the purpose of this description the following Control lines are hereby established:

#### 8 9 Control line "A"

10  
11 Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of  
12 Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue  
13 having a bearing of South 40°37'39" West between Valencia Avenue and Warner  
14 Avenue ; thence South 49°20'07" East 106.23 to the beginning of a curve concave  
15 southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve  
16 134.49 feet through a central angle of 5°30'14"; thence  
17 South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly  
18 having a radius of 1400.04 feet; thence southeasterly along said curve 134.40 feet  
19 through a central angle of 5°30'01"; thence South 49°19'54" East 586.96 feet to the  
20 beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence  
21 southeasterly and easterly along said curve 564.01 feet through a central angle of  
22 23°04'55" to a point hereinafter to be referred to as Point "J".  
23  
24

# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-5

### (Reuse Plan Disposition Site 19; portion of Carve-Out 5)

1 **Parcel IV-J-5**

2

3 Beginning at hereinbefore described Point "J"; thence radial to said curve  
4 North  $17^{\circ}35'11''$  East 67.14 feet to the **True Point of Beginning**; thence  
5 North  $73^{\circ}31'26''$  West 47.60 feet; thence South  $64^{\circ}04'33''$  West 24.04 feet to the  
6 beginning of a non-tangent curve concave northeasterly having a radius of 1038.68 feet, a  
7 radial line to said beginning bears South  $19^{\circ}04'33''$  West; thence westerly and  
8 northwesterly along said curve 99.00 feet through a central angle of  $5^{\circ}27'40''$  to the  
9 beginning of a compound curve concave northeasterly having a radius of 1353.04 feet,  
10 said curve also being concentric with and 47.00 feet northeasterly of said Control Line  
11 "A"; thence northwesterly along said concentric curve 210.83 feet through a central  
12 angle of  $8^{\circ}55'40''$ ; thence North  $40^{\circ}37'08''$  East 313.67 feet; thence South  $49^{\circ}10'56''$   
13 East  
14 222.90 feet; thence South  $7^{\circ}11'09''$  West 236.11 feet to the **True Point of Beginning**.

15

16 Containing 83,104 sq. ft / 1.91 acres, more or less.

17

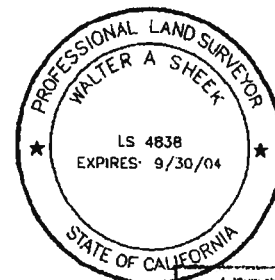
18 As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

19

20 Prepared under my supervision

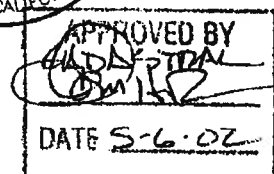
21

22  *Walter A. Sheek* *May 2, 2002*  
23 Walter A. Sheek P.L.S. 4838 Date



Page 2 of 2

F:\Surveys\2tus010200\reports\Renumbered Parcels\legal-parcel IV-J-5.doc 4/27/02 12:38 PM







# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-5

### (Reuse Plan Disposition Site 19; portion of Carve-Out 5)

1 **Parcel IV-J-5**

2  
3 Beginning at hereinbefore described Point "J"; thence radial to said curve  
4 North 17°35'11" East 67.14 feet to the **True Point of Beginning**; thence  
5 North 73°31'26" West 47.60 feet; thence South 64°04'33" West 24.04 feet to the  
6 beginning of a non-tangent curve concave northeasterly having a radius of 1038.68 feet, a  
7 radial line to said beginning bears South 19°04'33" West; thence westerly and  
8 northwesterly along said curve 99.00 feet through a central angle of 5°27'40" to the  
9 beginning of a compound curve concave northeasterly having a radius of 1353.04 feet,  
10 said curve also being concentric with and 47.00 feet northeasterly of said Control Line  
11 "A"; thence northwesterly along said concentric curve 210.83 feet through a central  
12 angle of 8°55'40"; thence North 40°37'08" East 313.67 feet; thence South 49°10'56"  
13 East  
14 222.90 feet; thence South 7°11'09" West 236.11 feet to the **True Point of Beginning**.

15  
16 Containing 83,104 sq. ft / 1.91 acres, more or less.

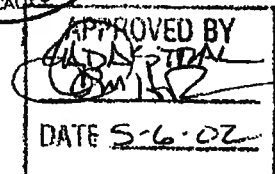
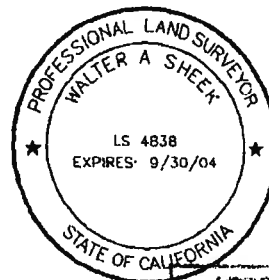
17  
18 As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

19  
20 Prepared under my supervision

21  
22 

23 Walter A. Sheek P.L.S. 4838

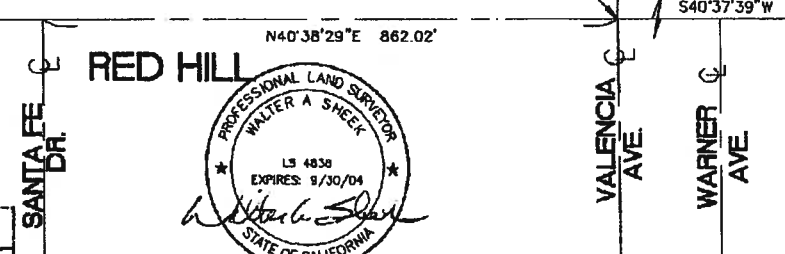
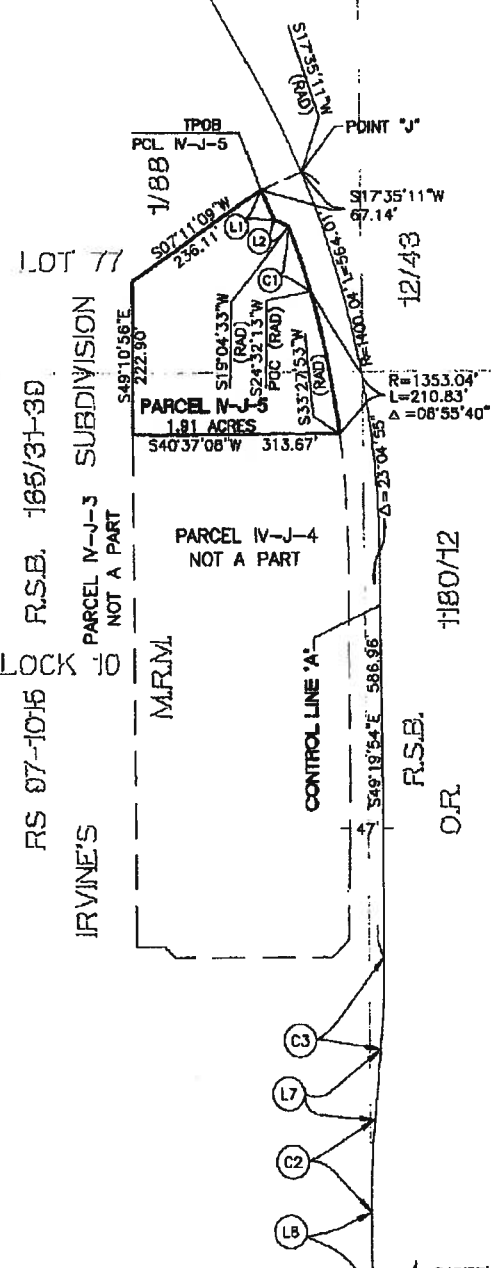
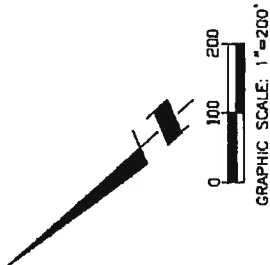
May 2, 2002  
Date



# EXHIBIT B

No.	BEARING	DISTANCE
L1	N73°31'26"W	47.60'
L2	S84°04'33"W	24.04'
L3	N04°22'13"W	35.33'
L4	N85°40'05"E	21.21'
L5	N40°40'06"E	43.35'
L6	S49°20'07"E	106.23'
L7	S43°49'53"E	101.77'

No.	RADIUS	DELTA	LENGTH
C1	1038.68'	05°27'40"	98.00'
C2	1400.04'	05°30'14"	134.48'
C3	1400.04'	05°30'01"	134.40'



APPROVED BY  
*[Signature]*  
 DATE 5-6-02

DESCRIPTION: IV-J-5 (REUSE PLAN DISPOSITION SITE 18); PORTION OF CURVE-OUT 5)	SHEET 1 OF 1	SCALE 1"=200'
<b>MCAS-TUSTIN</b>	<b>PSOMAS</b>	DRAFTED LS
	3181 Red Hill Avenue Suite 150 Costa Mesa, CA 92626 (714) 754-7311 Fax (714) 545-8883	CHECKED LS
		DATE APRIL 2002
		JOB NUMBER 2TUS010200

# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-6

(Portion of Reuse Plan Disposition Site 1; portion of Carve-Out 5)

1 In the City of Tustin, County of Orange, State of California, being that portion of Block 10  
2 of Irvine's Subdivision as shown on the map filed in book 1, page 88 of Miscellaneous  
3 Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of  
4 Records of Surveys, all of records of said County, described as follows:

5  
6 For the purpose of this description the following two Control Lines are hereby established:

7  
8 **Control Line "A"**

9 Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of  
10 Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue  
11 having a bearing of North 40°37'39" East between Valencia Avenue and Warner Avenue;  
12 thence South 49°20'07" East 106.23 feet to the beginning of a curve concave southwesterly  
13 having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a  
14 central angle of 05°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a  
15 curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along  
16 said curve 87.02 feet through a central angle of 03°33'41" to a point hereinafter to be  
17 referred to as Point "AA"; thence continuing along said curve 47.38 feet through a central  
18 angle of 01°56'20"; thence South 49°19'54" East 424.17 to a point hereinafter to be  
19 referred to as Point "BB"; thence continuing South 49°19'54" East 162.79 feet to the  
20 beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence  
21 southeasterly and easterly along said curve 733.69 feet through a central angle of  
22 30°01'33"; thence South 79°21'27" East 309.99 feet to its intersection with Control Line  
23 "B".

24

25

# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-6

(Portion of Reuse Plan Disposition Site 1; portion of Carve-Out 5)

#### Control Line "B"

Beginning at its intersection with Control Line "A"; thence South  $15^{\circ}38'31''$  West 74.21 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southwesterly along said curve 828.03 feet through a central angle of  $33^{\circ}53'13''$  to a point hereinafter to be referred to as Point "D"; thence continuing southwesterly along said curve 441.51 feet through a central angle of  $18^{\circ}04'06''$ ; thence South  $67^{\circ}35'50''$  West 139.46 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly along said curve 694.50 feet through a central angle of  $28^{\circ}25'19''$ ; thence South  $39^{\circ}10'31''$  West 894.02 feet to a point hereinafter to be referred to as Point "C"; thence continuing South  $39^{\circ}10'31''$  West 269.17 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly and southerly along said curve 806.36 feet through a central angle of  $32^{\circ}59'59''$ ; thence South  $6^{\circ}10'32''$  West 478.01 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southerly and southwesterly along said curve 842.94 feet through a central angle of  $34^{\circ}29'48''$ ; thence South  $40^{\circ}40'20''$  West 437.45 feet to the intersection of the centerline of Barranca Parkway with the centerline of Armstrong Avenue as shown on said Record of Survey.

#### Parcel IV-J-6

Beginning at hereinbefore described Point "BB"; thence leaving said Control Line "A", South  $40^{\circ}40'06''$  West 47.00 feet to the TRUE POINT OF BEGINNING; said point being on a line that is parallel with and 47.00 feet southwesterly of said Control Line "A", thence along said parallel line South  $49^{\circ}19'54''$  East 162.79 feet to the beginning of a curve

# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-6

(Portion of Reuse Plan Disposition Site 1; portion of Carve-Out 5)

1 concave northeasterly having a radius of 1447.04 feet being concentric with and 47.00 feet  
2 southwesterly of said Control Line "A"; thence along said concentric curve southeasterly  
3 35.31 feet through a central angle of 1°23'53"; thence, leaving said concentric curve,  
4 South 04°58'49" East 24.35 feet; thence South 54°27'57" East 56.24 feet; thence  
5 North 83°15'15" East 22.96 feet to the beginning of a non-tangent curve concave  
6 northeasterly having a radius of 1447.04 feet, being concentric with and 47.00 feet  
7 southerly of Control Line "A", a radial line to said beginning bears South 35°44'30" West;  
8 thence along said concentric curve southeasterly 300.53 feet through a central angle of  
9 11°53'59"; thence, leaving said concentric curve South 66°09'29" East 52.51 feet; thence  
10 South 21°09'25" East 24.04 feet; thence South 68°17'15" East 62.36 feet; thence  
11 North 64°09'20" East 23.85 feet to the beginning of a non-tangent curve concave northerly  
12 having a radius of 1090.18 feet, a radial line to said beginning bears  
13 South 19°14'54" West; thence easterly along said curve 94.07 feet through a central angle  
14 of 4°56'38" to the beginning of a compound curve concave northerly having a radius of  
15 1464.04 feet, a radial line to said beginning bears South 14°18'16" West; thence easterly  
16 along said curve 17.78 feet through a central angle of 0°41'45" to the beginning of a reverse  
17 curve concave southerly having a radius of 142.00 feet, a radial line to said beginning bears  
18 North 13°36'31" East; thence easterly along said curve 29.51 feet through a central angle  
19 of 11°54'29"; thence South 64°29'00" East 15.88 feet to the beginning of a curve concave  
20 northerly having a radius of 158.00 feet; thence southeasterly and easterly along said curve  
21 41.02 feet through a central angle of 14°52'27" to a line that is parallel with and 64.00 feet  
22 southerly of said Control Line "A"; thence along said parallel line South 79°21'27" East  
23 218.54 feet; thence, leaving said parallel line, South 31°20'58" East 40.12 feet to the  
24 beginning of a non-tangent curve concave westerly having a radius of 1354.04 feet, being

# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-6

#### (Portion of Reuse Plan Disposition Site 1; portion of Carve-Out 5)

1 concentric with and 46.00 feet westerly of said Control Line "B", a radial line to said  
2 beginning bears South 73°20'33" East; thence southerly along said concentric curve  
3 48.37 feet through a central angle of 2°02'49" to the beginning of a compound curve  
4 concave westerly having a radius of 42.00 feet, a radial line to said beginning bears  
5 South 71°17'44" East; thence southerly and southwesterly along said curve 11.87 feet  
6 through a central angle of 16°11'24"; thence South 34°53'40" West 33.43 feet to the  
7 beginning of a curve concave southeasterly having a radius of 58.00 feet; thence  
8 southwesterly and southerly along said curve 13.90 feet through a central angle of  
9 13°44'05" to the beginning of a reverse curve concave westerly having a radius of  
10 1342.04 feet, a radial line to said beginning bears South 68°50'25" East; thence southerly  
11 and southwesterly along said curve 57.52 feet through a central angle of 2°27'21" to the  
12 beginning of a reverse curve concave easterly having a radius of 58.00 feet, a radial line to  
13 said beginning bears North 66°23'04" West; thence southwesterly and southerly along said  
14 curve 13.90 feet through a central angle of 13°44'05"; thence South 09°52'51" West  
15 33.43 feet to the beginning of a curve concave westerly having a radius of 42.00 feet;  
16 thence southerly and southwesterly along said curve 11.87 feet through a central angle of  
17 16°11'24" to the beginning of a compound curve concave northwesterly having a radius of  
18 1354.04 feet being concentric with and 46.00 feet northwesterly of said Control Line "B", a  
19 radial line to said beginning bears South 63°55'45" East; thence southwesterly along said  
20 concentric curve 981.37 feet through a central angle of 41°31'35" to a line that is parallel  
21 with and 46.00 feet northwesterly of said Control Line "B"; thence along said parallel line  
22 South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly  
23 having a radius of 1446.04 feet being concentric with and 46.00 feet northwesterly of said  
24 Control Line "B"; thence along said concentric curve westerly and southwesterly

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## Legal Description

### Exhibit "A"

### Parcel IV-J-6

(Portion of Reuse Plan Disposition Site 1; portion of Carve-Out 5)

1 717.32 feet through a central angle of 28°25'19"; thence South 39°10'31" West 163.56 feet;  
2 thence North 33°57'12" West 70.07 feet; thence North 09°21'06" East 1661.58 feet; thence  
3 North 46°39'39" East 427.42 feet to the **TRUE POINT OF BEGINNING**.

4  
5 **Excepting therefrom** that portion described as follows:

6  
7 Beginning at hereinabove described Point "D"; thence leaving said Control Line "B",  
8 North 40°28'20" West 46.00 feet to the **True Point of Beginning**; said point being the  
9 beginning of a non-tangent curve concave northwesterly, having a radius of 1354.04 feet,  
10 said curve also being concentric with and 46.00 feet northwesterly of said Control Line  
11 "B", a radial line to said beginning bears South 40°28'20" East; thence southwesterly along  
12 said concentric curve 427.02 feet through a central angle of 18°04'10" to a line parallel  
13 with and 46.00 feet northwesterly of said Control Line "B"; thence along said parallel line  
14 South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly  
15 having a radius of 1446.04 feet, said curve being concentric with and 46.00 feet  
16 northwesterly of said Control Line "B"; thence southwesterly along said concentric curve  
17 184.05 feet through a central angle of 07°17'33"; thence leaving said concentric curve  
18 North 49°21'14" West 459.00 feet; thence North 40°38'46" East 486.27 feet; thence  
19 South 77°38'59" East 197.81 feet; thence North 18°04'28" East 409.85 feet to the  
20 beginning of a non-tangent curve concave northerly having a radius of 341.00 feet a radial  
21 line to said beginning bears South 03°32'49" West; thence easterly and northeasterly along  
22 said curve 176.95 feet through a central angle of 29°43'51"; thence South 15°49'01" East  
23 721.18 feet to the **True Point of Beginning**.



# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-6

(Portion of Reuse Plan Disposition Site 1; portion of Carve-Out 5)

1 Containing 1,010,654 square feet or 23.20 acres, more or less.

2

3 As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

4

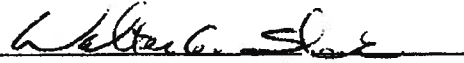
5

6 Prepared under my supervision:

7

8

9

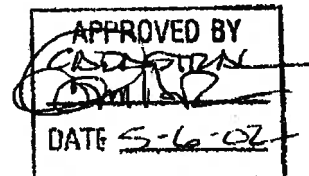
10 

11 Walter A. Sheek, P.L.S. 4838

12 Expires: 9/30/04

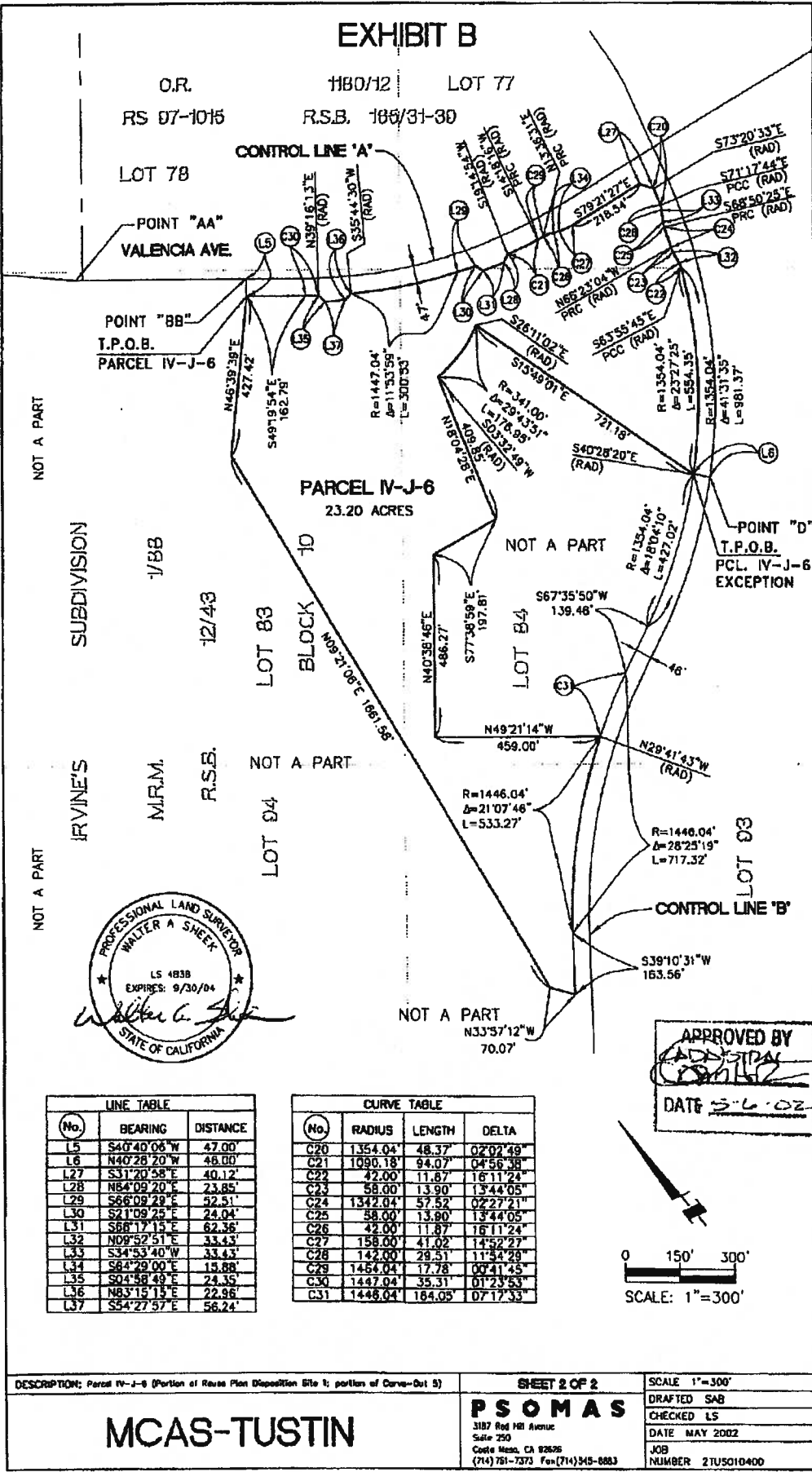
May 5, 2002

Date





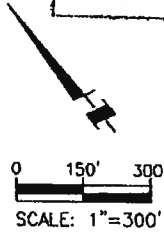
# EXHIBIT B



APPROVED BY  
 [Signature]  
 DATE 5-6-02

(No.)	BEARING	DISTANCE
L5	S40°40'06"W	47.00
L6	N40°28'20"W	48.00
L27	S31°20'58"E	40.12
L28	N64°09'20"E	23.85
L29	S66°08'29"E	42.51
L30	S21°09'25"E	24.04
L31	S68°17'13"E	62.36
L32	N09°52'51"E	33.43
L33	S34°53'40"W	33.43
L34	S64°29'00"E	13.88
L35	S04°58'49"E	24.35
L36	N83°15'15"E	22.96
L37	S54°27'57"E	56.24

(No.)	RADIUS	LENGTH	DELTA
C20	1354.04'	48.37'	02°02'49"
C21	1090.18'	94.07'	04°56'38"
C22	42.00'	11.87'	16°11'24"
C23	58.00'	13.90'	13°44'05"
C24	1342.04'	57.52'	02°27'21"
C25	58.00'	13.90'	13°44'05"
C26	42.00'	11.87'	16°11'24"
C27	158.00'	41.02'	14°52'27"
C28	142.00'	29.51'	11°54'28"
C29	1454.04'	17.78'	00°41'45"
C30	1447.04'	35.31'	01°23'53"
C31	1448.04'	184.05'	07°17'33"



DESCRIPTION: Parcel IV-J-6 (Portion of Reuse Plan Disposition Site 1; portion of Curve-Dot 5)	SHEET 2 OF 2	SCALE 1"=300'
<b>MCAS-TUSTIN</b>	<b>PSOMAS</b> 3187 Red Hill Avenue Suite 250 Corte Mesa, CA 92626 (714) 761-7373 Fax (714) 945-8883	DRAFTED SAB
		CHECKED LS
		DATE MAY 2002
		JOB NUMBER 2TU5010400

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## Legal Description

### Exhibit "A"

### Parcel IV-J-4

### (Portion of Reuse Plan Disposition Site 1; Portion of Carve-Out 5)

1 In the City of Tustin, County of Orange, State of California, being those portions of  
2 Block 10 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of  
3 Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through  
4 39 inclusive of Records of Surveys, both of the records of said County, described as  
5 follows:

6  
7 For the purpose of this description the following Control lines are hereby established:

#### 8 9 Control line "A"

10  
11 Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of  
12 Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue  
13 having a bearing of South 40°37'39" West between Valencia Avenue and Warner  
14 Avenue; thence South 49°20'07" East 106.23 to the beginning of a curve concave  
15 southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve  
16 134.49 feet through a central angle of 5°30'14"; thence South 43°49'53" East 101.77  
17 feet to the beginning of a curve concave northeasterly having a radius of  
18 1400.04 feet; thence southeasterly and easterly along said curve 103.54 feet through a  
19 central angle of 4°14'15" to a point hereinafter to be referred to as Point "E"; thence  
20 continuing along said curve an arc distance of 30.86 feet through a central angle of  
21 1°15'46"; thence South 49°19'54" East 586.96 feet to the beginning of a curve concave  
22 northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly  
23 564.01 feet along said curve through a central angle of 23°04'55" to a point hereinafter  
24 referred to as Point "J"; thence continuing easterly 169.68 feet along said curve through

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## Legal Description

### Exhibit "A"

### Parcel IV-J-4

#### (Portion of Reuse Plan Disposition Site 1; Portion of Carve-Out 5)

1 a central angle of  $6^{\circ}56'38''$ ; thence South  $79^{\circ}21'27''$  East 309.99 feet to a point  
2 hereinafter referred to as Point "A".

#### 3 4 **Control Line "D"**

5  
6 Beginning at said Point "A"; thence North  $15^{\circ}38'31''$  East 159.80 feet to the beginning of  
7 a curve concave westerly having a radius of 600.02 feet; thence northerly along said  
8 curve 116.30 feet through a central angle of  $11^{\circ}06'21''$ ; thence North  $4^{\circ}32'10''$  East  
9 747.07 feet to the beginning of a curve concave southeasterly having a radius of 251.01  
10 feet; thence northerly and northeasterly along said curve 157.51 feet through a central  
11 angle of  $36^{\circ}05'52''$ ; thence North  $40^{\circ}38'02''$  East 667.92 feet to the beginning of a non-  
12 tangent curve concave southwesterly having a radius of 1850.05 feet, a radial line to said  
13 beginning bears North  $38^{\circ}26'27''$  East; thence southeasterly along said curve 152.39 feet  
14 through a central angle of  $4^{\circ}43'10''$  to a point 246.81 feet southeasterly, measured at right  
15 angles, from the southeasterly line of the Parcel Map filed in Book 64, Page 39 of Parcel  
16 Maps, Records of said County, as said line is established on said Record of Survey, and  
17 554.74 feet, measured at right angles, from the centerline of Edinger Avenue as shown on  
18 said Record of Survey.

#### 19 20 **Control line "C"**

21  
22 Beginning at the hereinbefore described Point "E"; thence North  $40^{\circ}40'06''$  East  
23 739.01 feet to a point that is 445.49 feet southeasterly, measured at right angles, from the  
24 centerline of said Red Hill Avenue between Valencia Avenue and Santa Fe Drive, and

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## Legal Description

### Exhibit "A"

### Parcel IV-J-4

(Portion of Reuse Plan Disposition Site 1; Portion of Carve-Out 5)

1 604.41 feet southwesterly of the southwesterly line of said Parcel Map as established on  
2 said Record of Survey

3  
4  
5  
6 **Parcel IV-J-4**

7  
8 Beginning at hereinbefore described Point "J"; thence, radial to the above described  
9 curve which Point "B" lies on, North 17°35'11" East 67.14 feet to the  
10 **True Point of Beginning**; thence North 73°31'26" West 47.60 feet; thence  
11 South 64°04'33" West 24.04 feet to the beginning of a non-tangent curve concave  
12 northeasterly having a radius of 1038.68 feet, a radial line to said beginning bears  
13 South 19°04'33" West; thence westerly and northwesterly along said curve 99.00 feet  
14 through a central angle of 5°27'40" to the beginning of a compound curve concave  
15 northeasterly having a radius of 1353.04 feet, said curve also being concentric with and  
16 47.00 feet northeasterly of said Control Line "A"; thence northwesterly along said  
17 concentric curve 210.83 feet through a central angle of 08°55'40" to a point hereinafter to  
18 be referred to as Point "I"; thence continuing northwesterly along said curve 170.11 feet  
19 through a central angle of 07°12'13" to a line parallel with and 47.00 feet northeasterly of  
20 said Control Line "A"; thence along said parallel line North 49°19'54" West 313.79 feet  
21 to the beginning of a curve concave northeasterly having a radius of 3092.59 feet;  
22 thence, leaving said parallel line, northwesterly along said curve 124.26 feet through a  
23 central angle of 2°18'08" to the beginning of a reverse curve concave southwesterly  
24 having a radius of 3108.59 feet, a radial line to said beginning bears

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## Legal Description

### Exhibit "A"

### Parcel IV-J-4

### (Portion of Reuse Plan Disposition Site 1; Portion of Carve-Out 5)

1 North 42°58'14" East; thence northwesterly along said curve 124.83 feet through a  
2 central angle of 2°18'03"; thence North 4°22'13" West 35.33 feet to a line parallel with  
3 and 30.00 feet southeasterly of said Control Line "C"; thence along said parallel line  
4 North 40°40'06" East 237.97 feet; thence leaving said parallel line  
5 North 85°40'05" East 21.21 feet to a line parallel with and 45.00 feet southeasterly of  
6 said Control Line "C"; thence along said parallel line North 40°40'06" East 43.35 feet;  
7 thence leaving said parallel line South 49°10'56" East 742.22 feet to a point lying  
8 North 40°37'08" East 313.67 feet from the hereinbefore described Point "I"; thence  
9 continuing North 49°10'56" East 222.90 feet; thence South 7°11'09" West 236.11 feet to  
10 the **True Point of Beginning**.

11  
12 Excepting therefrom the following parcel:

### 13 14 Parcel IV-J-5

15  
16 Beginning at hereinbefore described Point "J"; thence radial to the above described curve  
17 which Point "B" lies on, North 17°35'11" East 67.14 feet to the **True Point of**  
18 **Beginning**; thence North 73°31'26" West 47.60 feet; thence  
19 South 64°04'33" West 24.04 feet to the beginning of a non-tangent curve concave  
20 northeasterly having a radius of 1038.68 feet, a radial line to said beginning bears South  
21 19°04'33" West; thence westerly and northwesterly along said curve 99.00 feet through a  
22 central angle of 5°27'40" to the beginning of a compound curve concave northeasterly  
23 having a radius of 1353.04 feet, said curve also being concentric with and 47.00 feet  
24 northeasterly of said Control Line "A"; thence northwesterly along said concentric curve

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## Legal Description

### Exhibit "A"

### Parcel IV-J-4

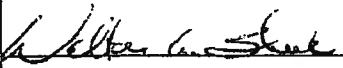
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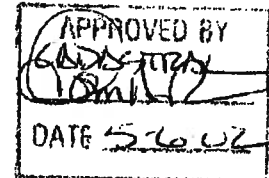
1 210.83 feet through a central angle of  $8^{\circ}55'40''$ ; thence North  $40^{\circ}37'08''$  East 313.67  
2 feet to the southeasterly terminus of that certain course hereinabove cited as having a  
3 bearing of "South  $49^{\circ}10'56''$  East" and a distance of "742.22 feet"; thence along the  
4 southeasterly prolongation of said course South  $49^{\circ}10'56''$  East 222.90 feet to the  
5 southeasterly terminus thereof; thence South  $7^{\circ}11'09''$  West 236.11 feet to the  
6 **True Point of Beginning.**

7  
8 Containing 243,969 sq. ft. / 5.60 acres, more or less.

9  
10 As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

11  
12 Prepared under my supervision

13  
14  May 16, 2002  
15 Walter A. Sheek P.L.S. 4838 Date



16  
17  
18  
19  
20  
21  
22  
23  
24





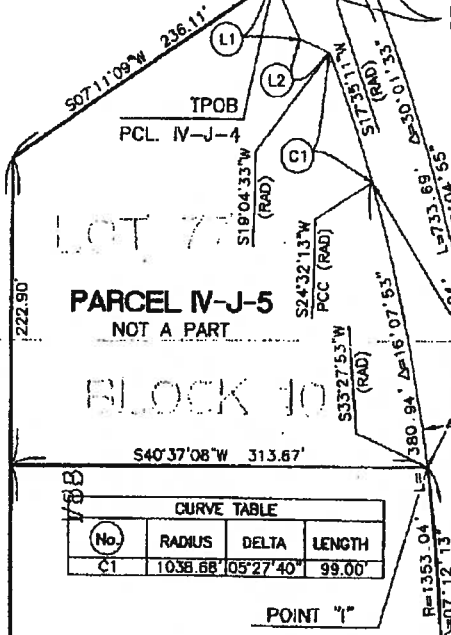
**EXHIBIT B**

SEE SHEET

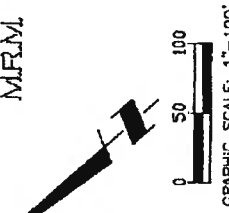
POINT "J"  
1 OF 2

N17°35'11"E  
67.14'

BEARING TABLE		
(No.)	BEARING	DISTANCE
L1	N73°31'26"W	47.60'
L2	S64°04'33"W	24.04'
L3	N04°22'13"W	35.33'
L4	N85°40'05"E	21.21'
L5	N40°40'06"E	43.35'



CURVE TABLE			
(No.)	RADIUS	DELTA	LENGTH
C1	1038.68'	105°27'40"	99.00'



GRAPHIC SCALE: 1"=100'



R.S.B. O.R.  
12/43  
H80/12

APPROVED BY  
*[Signature]*  
DATE 5-6-02

DESCRIPTION: Parcel IV-J-4 (Reuss Plan Disposition Site 1; portion of Curve-Out 5)	SHEET 2 OF 2	SCALE 1"=100'
<b>MCAS-TUSTIN</b>	<b>PSOMAS</b> 3147 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 754-7373 Fax (714) 945-8883	DRAFTED RAT CHECKED LS DATE APRIL 2002 JOB NUMBER 27US010200

# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-5

### (Reuse Plan Disposition Site 19; portion of Carve-Out 5)

1 In the City of Tustin and the City of Irvine, County of Orange, State of California, being  
2 those portions of Blocks 10, of Irvine's Subdivision as shown on the map filed in book 1,  
3 page 88 of Miscellaneous Record Maps, and as shown on a map filed in book 165, pages  
4 31 through 39 inclusive of Records of Surveys, both of the records of said County,  
5 described as follows:  
6

7 For the purpose of this description the following Control lines are hereby established:  
8

#### 9 Control line "A"

10  
11 Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of  
12 Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue  
13 having a bearing of South 40°37'39" West between Valencia Avenue and Warner  
14 Avenue ; thence South 49°20'07" East 106.23 to the beginning of a curve concave  
15 southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve  
16 134.49 feet through a central angle of 5°30'14"; thence  
17 South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly  
18 having a radius of 1400.04 feet; thence southeasterly along said curve 134.40 feet  
19 through a central angle of 5°30'01"; thence South 49°19'54" East 586.96 feet to the  
20 beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence  
21 southeasterly and easterly along said curve 564.01 feet through a central angle of  
22 23°04'55" to a point hereinafter to be referred to as Point "J".  
23  
24

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## Legal Description

### Exhibit "A"

### Parcel IV-J-5

### (Reuse Plan Disposition Site 19; portion of Carve-Out 5)

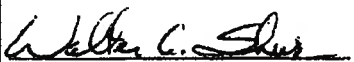
1 **Parcel IV-J-5**

2  
3 Beginning at hereinbefore described Point "J"; thence radial to said curve  
4 North 17°35'11" East 67.14 feet to the **True Point of Beginning**; thence  
5 North 73°31'26" West 47.60 feet; thence South 64°04'33" West 24.04 feet to the  
6 beginning of a non-tangent curve concave northeasterly having a radius of 1038.68 feet, a  
7 radial line to said beginning bears South 19°04'33" West; thence westerly and  
8 northwesterly along said curve 99.00 feet through a central angle of 5°27'40" to the  
9 beginning of a compound curve concave northeasterly having a radius of 1353.04 feet,  
10 said curve also being concentric with and 47.00 feet northeasterly of said Control Line  
11 "A"; thence northwesterly along said concentric curve 210.83 feet through a central  
12 angle of 8°55'40"; thence North 40°37'08" East 313.67 feet; thence South 49°10'56"  
13 East  
14 222.90 feet; thence South 7°11'09" West 236.11 feet to the **True Point of Beginning**.

15  
16 Containing 83,104 sq. ft / 1.91 acres, more or less.

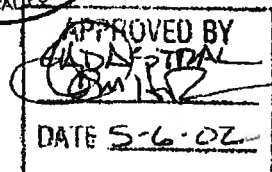
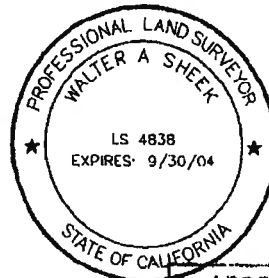
17  
18 As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

19  
20 Prepared under my supervision

21  
22 

23 Walter A. Sheek P.L.S. 4838

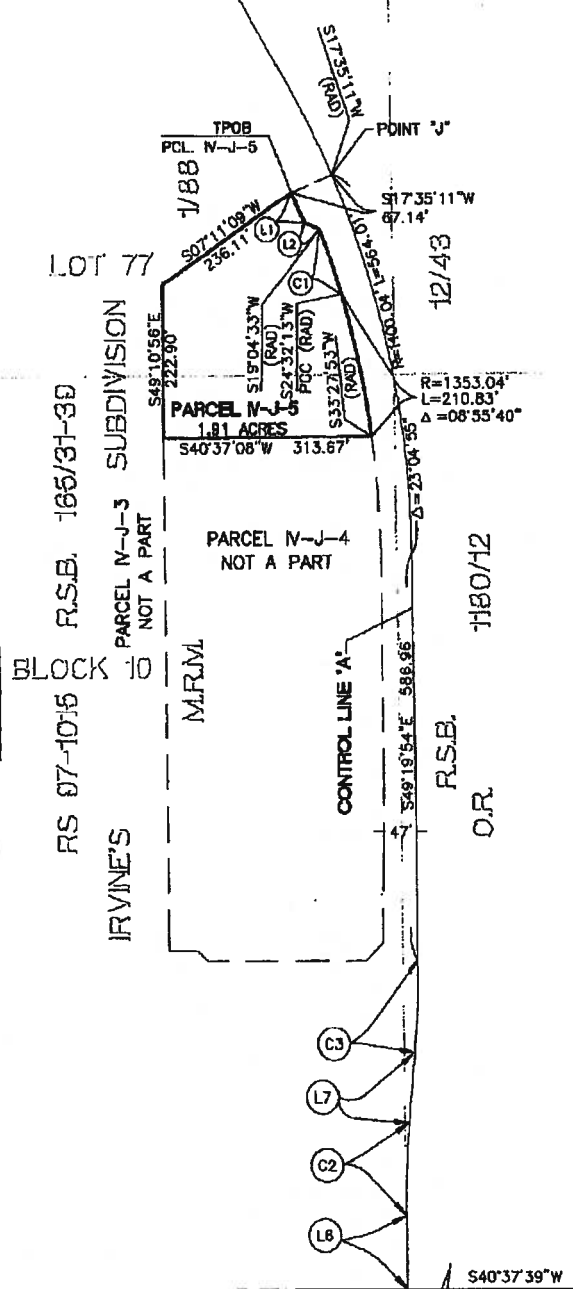
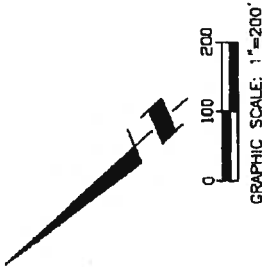
May 2, 2002  
Date



# EXHIBIT B

BEARING TABLE		
No.	BEARING	DISTANCE
L1	N73°31'28"W	47.60'
L2	S64°04'33"W	24.04'
L3	N04°22'13"W	35.33'
L4	N85°40'05"E	21.21'
L5	N40°40'08"E	43.35'
L6	S49°20'07"E	106.23'
L7	S43°49'53"E	101.77'

CURVE TABLE			
No.	RADIUS	DELTA	LENGTH
C1	1038.68'	05°27'40"	99.00'
C2	1400.04'	05°30'14"	134.49'
C3	1400.04'	05°30'01"	134.40'



APPROVED BY  
*[Signature]*  
DATE 5-6-02

PROFESSIONAL LAND SURVEYOR  
WALTER A. SHEEK  
LS 4858  
EXPIRES: 9/30/04  
STATE OF CALIFORNIA

DESCRIPTION: IV-J-5 (REUSE PLAN DISPOSITION SITE 19; PORTION OF CARVE-OUT 5)	SHEET 1 OF 1	SCALE 1"=200'
	<b>PSOMAS</b> 3182 Red Hill Avenue Suite 250 Corte Madera, CA 94928 (714)751-1511 Fax (714)445-4883	DRAFTED LS
<b>MCAS-TUSTIN</b>	CHECKED LS	DATE APRIL 2002
	JOB NUMBER 2TUS010200	

# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-5

### (Reuse Plan Disposition Site 19; portion of Carve-Out 5)

1 **Parcel IV-J-5**

2  
3 Beginning at hereinbefore described Point "J"; thence radial to said curve  
4 North 17°35'11" East 67.14 feet to the **True Point of Beginning**; thence  
5 North 73°31'26" West 47.60 feet; thence South 64°04'33" West 24.04 feet to the  
6 beginning of a non-tangent curve concave northeasterly having a radius of 1038.68 feet, a  
7 radial line to said beginning bears South 19°04'33" West; thence westerly and  
8 northwesterly along said curve 99.00 feet through a central angle of 5°27'40" to the  
9 beginning of a compound curve concave northeasterly having a radius of 1353.04 feet,  
10 said curve also being concentric with and 47.00 feet northeasterly of said Control Line  
11 "A"; thence northwesterly along said concentric curve 210.83 feet through a central  
12 angle of 8°55'40"; thence North 40°37'08" East 313.67 feet; thence South 49°10'56"  
13 East  
14 222.90 feet; thence South 7°11'09" West 236.11 feet to the **True Point of Beginning**.

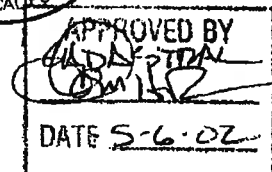
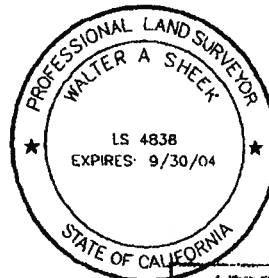
15  
16 Containing 83,104 sq. ft / 1.91 acres, more or less.

17  
18 As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

19  
20 Prepared under my supervision

21  
22   
23 Walter A. Sheek P.L.S. 4838

May 2, 2002  
Date





# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-6

#### (Portion of Reuse Plan Disposition Site 1; portion of Carve-Out 5)

1 In the City of Tustin, County of Orange, State of California, being that portion of Block 10  
2 of Irvine's Subdivision as shown on the map filed in book 1, page 88 of Miscellaneous  
3 Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of  
4 Records of Surveys, all of records of said County, described as follows:

5  
6 For the purpose of this description the following two Control Lines are hereby established:

7  
8 **Control Line "A"**

9 Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of  
10 Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue  
11 having a bearing of North 40°37'39" East between Valencia Avenue and Warner Avenue;  
12 thence South 49°20'07" East 106.23 feet to the beginning of a curve concave southwesterly  
13 having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a  
14 central angle of 05°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a  
15 curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along  
16 said curve 87.02 feet through a central angle of 03°33'41" to a point hereinafter to be  
17 referred to as Point "AA"; thence continuing along said curve 47.38 feet through a central  
18 angle of 01°56'20"; thence South 49°19'54" East 424.17 to a point hereinafter to be  
19 referred to as Point "BB"; thence continuing South 49°19'54" East 162.79 feet to the  
20 beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence  
21 southeasterly and easterly along said curve 733.69 feet through a central angle of  
22 30°01'33"; thence South 79°21'27" East 309.99 feet to its intersection with Control Line  
23 "B".

24  
25



# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-6

(Portion of Reuse Plan Disposition Site 1; portion of Carve-Out 5)

#### Control Line "B"

Beginning at its intersection with Control Line "A"; thence South  $15^{\circ}38'31''$  West 74.21 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southwesterly along said curve 828.03 feet through a central angle of  $33^{\circ}53'13''$  to a point hereinafter to be referred to as Point "D"; thence continuing southwesterly along said curve 441.51 feet through a central angle of  $18^{\circ}04'06''$ ; thence South  $67^{\circ}35'50''$  West 139.46 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly along said curve 694.50 feet through a central angle of  $28^{\circ}25'19''$ ; thence South  $39^{\circ}10'31''$  West 894.02 feet to a point hereinafter to be referred to as Point "C"; thence continuing South  $39^{\circ}10'31''$  West 269.17 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly and southerly along said curve 806.36 feet through a central angle of  $32^{\circ}59'59''$ ; thence South  $6^{\circ}10'32''$  West 478.01 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southerly and southwesterly along said curve 842.94 feet through a central angle of  $34^{\circ}29'48''$ ; thence South  $40^{\circ}40'20''$  West 437.45 feet to the intersection of the centerline of Barranca Parkway with the centerline of Armstrong Avenue as shown on said Record of Survey.

#### Parcel IV-J-6

Beginning at hereinbefore described Point "BB"; thence leaving said Control Line "A", South  $40^{\circ}40'06''$  West 47.00 feet to the **TRUE POINT OF BEGINNING**; said point being on a line that is parallel with and 47.00 feet southwesterly of said Control Line "A", thence along said parallel line South  $49^{\circ}19'54''$  East 162.79 feet to the beginning of a curve

# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-6

#### (Portion of Reuse Plan Disposition Site 1; portion of Carve-Out 5)

1 concave northeasterly having a radius of 1447.04 feet being concentric with and 47.00 feet  
2 southwesterly of said Control Line "A"; thence along said concentric curve southeasterly  
3 35.31 feet through a central angle of 1°23'53"; thence, leaving said concentric curve,  
4 South 04°58'49" East 24.35 feet; thence South 54°27'57" East 56.24 feet; thence  
5 North 83°15'15" East 22.96 feet to the beginning of a non-tangent curve concave  
6 northeasterly having a radius of 1447.04 feet, being concentric with and 47.00 feet  
7 southerly of Control Line "A", a radial line to said beginning bears South 35°44'30" West;  
8 thence along said concentric curve southeasterly 300.53 feet through a central angle of  
9 11°53'59"; thence, leaving said concentric curve South 66°09'29" East 52.51 feet; thence  
10 South 21°09'25" East 24.04 feet; thence South 68°17'15" East 62.36 feet; thence  
11 North 64°09'20" East 23.85 feet to the beginning of a non-tangent curve concave northerly  
12 having a radius of 1090.18 feet, a radial line to said beginning bears  
13 South 19°14'54" West; thence easterly along said curve 94.07 feet through a central angle  
14 of 4°56'38" to the beginning of a compound curve concave northerly having a radius of  
15 1464.04 feet, a radial line to said beginning bears South 14°18'16" West; thence easterly  
16 along said curve 17.78 feet through a central angle of 0°41'45" to the beginning of a reverse  
17 curve concave southerly having a radius of 142.00 feet, a radial line to said beginning bears  
18 North 13°36'31" East; thence easterly along said curve 29.51 feet through a central angle  
19 of 11°54'29"; thence South 64°29'00" East 15.88 feet to the beginning of a curve concave  
20 northerly having a radius of 158.00 feet; thence southeasterly and easterly along said curve  
21 41.02 feet through a central angle of 14°52'27" to a line that is parallel with and 64.00 feet  
22 southerly of said Control Line "A"; thence along said parallel line South 79°21'27" East  
23 218.54 feet; thence, leaving said parallel line, South 31°20'58" East 40.12 feet to the  
24 beginning of a non-tangent curve concave westerly having a radius of 1354.04 feet, being

# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-6

#### (Portion of Reuse Plan Disposition Site 1; portion of Carve-Out 5)

1 concentric with and 46.00 feet westerly of said Control Line "B", a radial line to said  
2 beginning bears South 73°20'33" East; thence southerly along said concentric curve  
3 48.37 feet through a central angle of 2°02'49" to the beginning of a compound curve  
4 concave westerly having a radius of 42.00 feet, a radial line to said beginning bears  
5 South 71°17'44" East; thence southerly and southwesterly along said curve 11.87 feet  
6 through a central angle of 16°11'24"; thence South 34°53'40" West 33.43 feet to the  
7 beginning of a curve concave southeasterly having a radius of 58.00 feet; thence  
8 southwesterly and southerly along said curve 13.90 feet through a central angle of  
9 13°44'05" to the beginning of a reverse curve concave westerly having a radius of  
10 1342.04 feet, a radial line to said beginning bears South 68°50'25" East; thence southerly  
11 and southwesterly along said curve 57.52 feet through a central angle of 2°27'21" to the  
12 beginning of a reverse curve concave easterly having a radius of 58.00 feet, a radial line to  
13 said beginning bears North 66°23'04" West; thence southwesterly and southerly along said  
14 curve 13.90 feet through a central angle of 13°44'05"; thence South 09°52'51" West  
15 33.43 feet to the beginning of a curve concave westerly having a radius of 42.00 feet;  
16 thence southerly and southwesterly along said curve 11.87 feet through a central angle of  
17 16°11'24" to the beginning of a compound curve concave northwesterly having a radius of  
18 1354.04 feet being concentric with and 46.00 feet northwesterly of said Control Line "B", a  
19 radial line to said beginning bears South 63°55'45" East; thence southwesterly along said  
20 concentric curve 981.37 feet through a central angle of 41°31'35" to a line that is parallel  
21 with and 46.00 feet northwesterly of said Control Line "B"; thence along said parallel line  
22 South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly  
23 having a radius of 1446.04 feet being concentric with and 46.00 feet northwesterly of said  
24 Control Line "B"; thence along said concentric curve westerly and southwesterly

# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-6

#### (Portion of Reuse Plan Disposition Site 1; portion of Carve-Out 5)

1 717.32 feet through a central angle of 28°25'19"; thence South 39°10'31" West 163.56 feet;  
2 thence North 33°57'12" West 70.07 feet; thence North 09°21'06" East 1661.58 feet; thence  
3 North 46°39'39" East 427.42 feet to the **TRUE POINT OF BEGINNING**.

4  
5 **Excepting therefrom** that portion described as follows:

6  
7 Beginning at hereinabove described Point "D"; thence leaving said Control Line "B",  
8 North 40°28'20" West 46.00 feet to the **True Point of Beginning**; said point being the  
9 beginning of a non-tangent curve concave northwesterly, having a radius of 1354.04 feet,  
10 said curve also being concentric with and 46.00 feet northwesterly of said Control Line  
11 "B", a radial line to said beginning bears South 40°28'20" East; thence southwesterly along  
12 said concentric curve 427.02 feet through a central angle of 18°04'10" to a line parallel  
13 with and 46.00 feet northwesterly of said Control Line "B"; thence along said parallel line  
14 South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly  
15 having a radius of 1446.04 feet, said curve being concentric with and 46.00 feet  
16 northwesterly of said Control Line "B"; thence southwesterly along said concentric curve  
17 184.05 feet through a central angle of 07°17'33"; thence leaving said concentric curve  
18 North 49°21'14" West 459.00 feet; thence North 40°38'46" East 486.27 feet; thence  
19 South 77°38'59" East 197.81 feet; thence North 18°04'28" East 409.85 feet to the  
20 beginning of a non-tangent curve concave northerly having a radius of 341.00 feet a radial  
21 line to said beginning bears South 03°32'49" West; thence easterly and northeasterly along  
22 said curve 176.95 feet through a central angle of 29°43'51"; thence South 15°49'01" East  
23 721.18 feet to the **True Point of Beginning**.

# PSOMAS

## Legal Description

### Exhibit "A"

### Parcel IV-J-6

(Portion of Reuse Plan Disposition Site 1; portion of Carve-Out 5)

1 Containing 1,010,654 square feet or 23.20 acres, more or less.

2

3 As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

4

5

6 Prepared under my supervision:

7

8

9

10



11

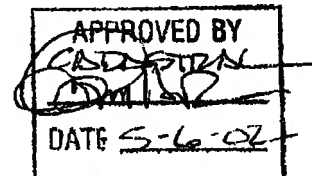
Walter A. Sheek, P.L.S. 4838

*May 5, 2002*

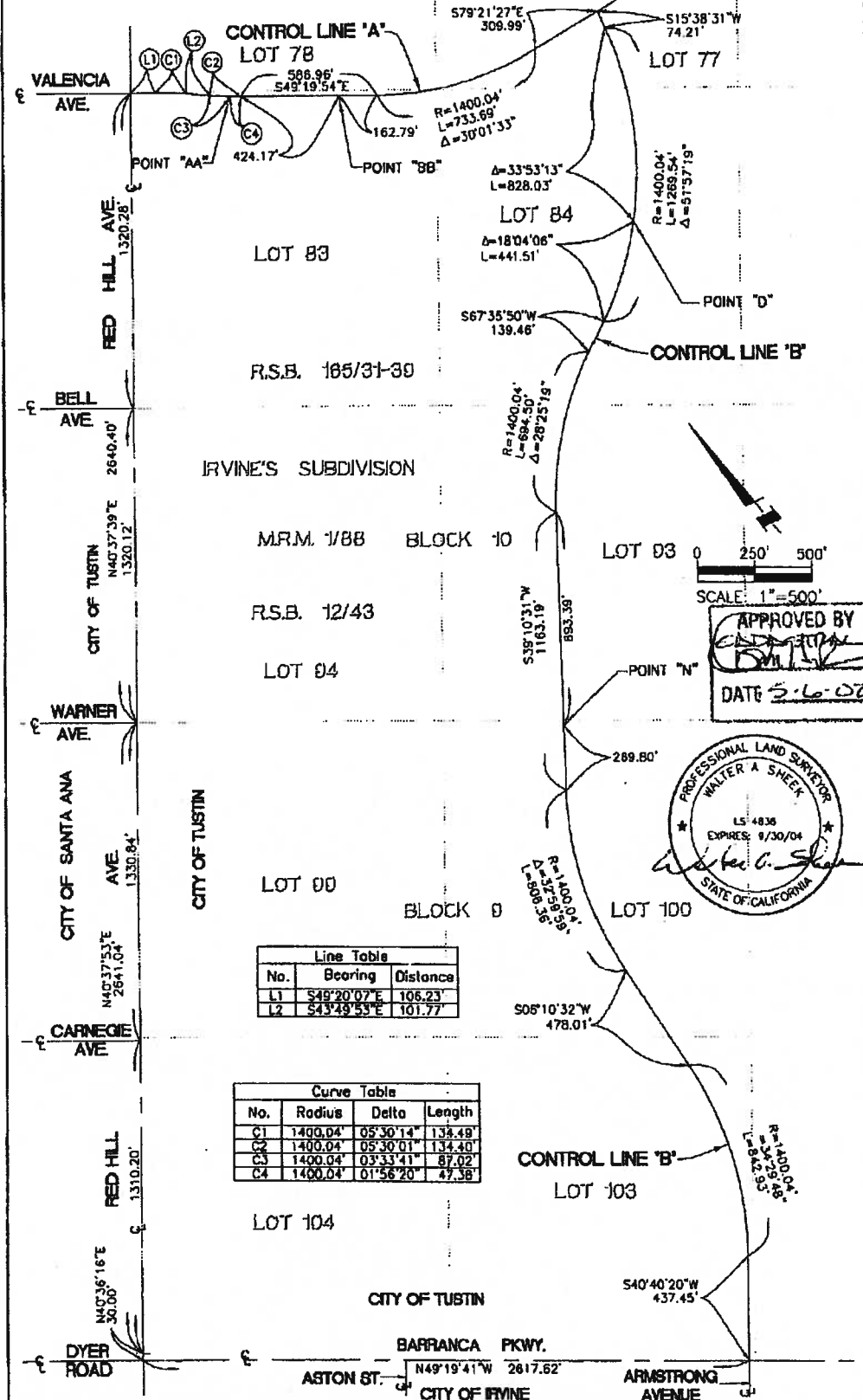
Date

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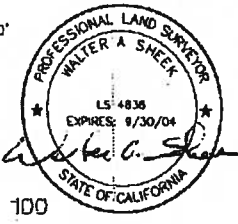
Expires: 9/30/04



O.R. 1180/12 **EXHIBIT B**



APPROVED BY  
*[Signature]*  
 DATE 5.6.02

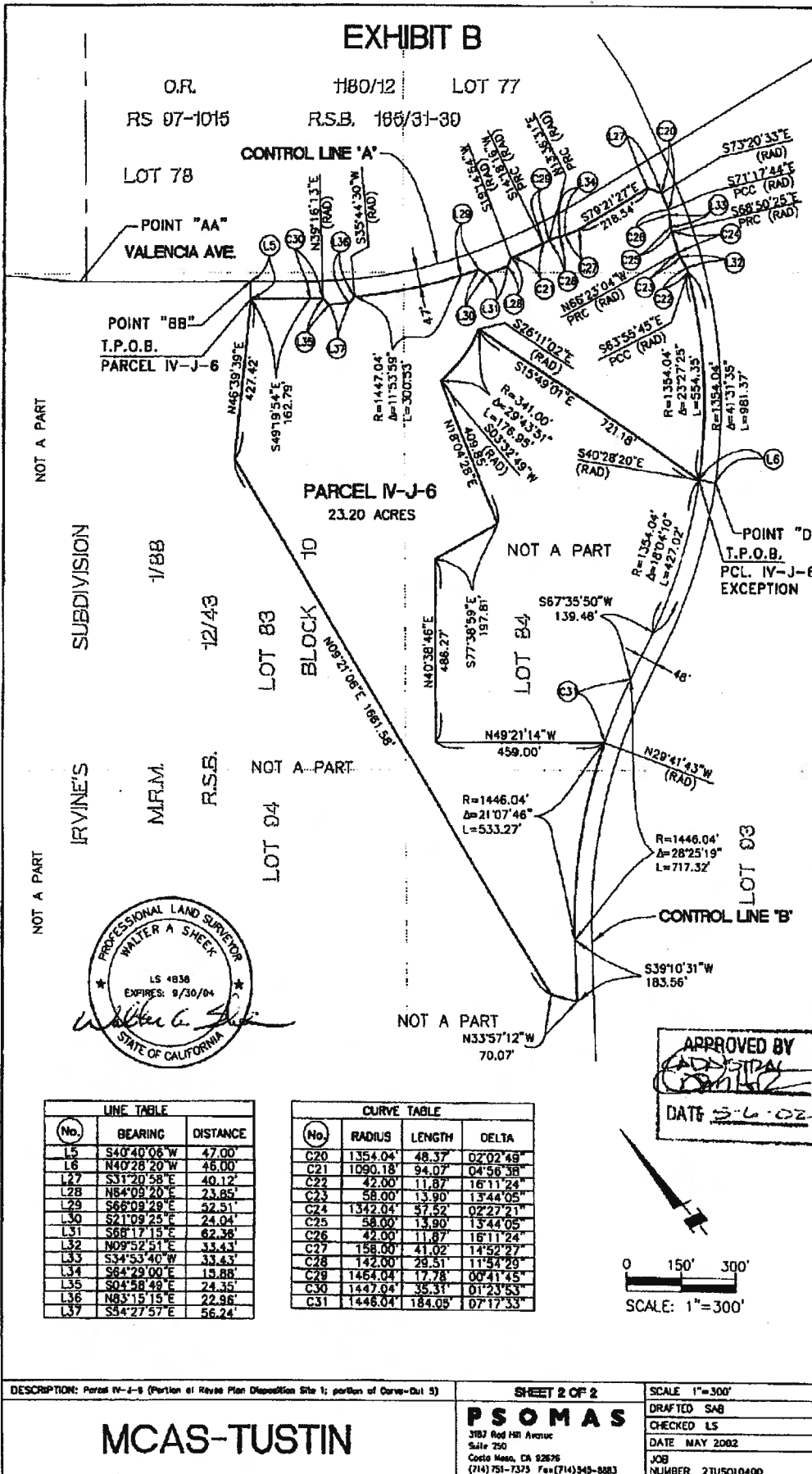


Line Table		
No.	Bearing	Distance
L1	S49°20'07"E	106.23'
L2	S43°49'55"E	101.77'

Curve Table			
No.	Radius	Delta	Length
C1	1400.04'	05°30'14"	134.48'
C2	1400.04'	05°30'01"	134.40'
C3	1400.04'	03°33'41"	87.02'
C4	1400.04'	01°56'20"	47.38'

DESCRIPTION: Parcel IV-J-8 (Portion of Rezone Plan Deposition Site II; portion of Curve-Out 8)	SHEET 1 OF 2	SCALE 1"=500'
<b>MCAS-TUSTIN</b>	<b>PSOMAS</b> 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax (714) 545-8883	DRAFTED SAG
		CHECKED LS
		DATE MAY 2002
		JOB NUMBER 27US010400

# EXHIBIT B



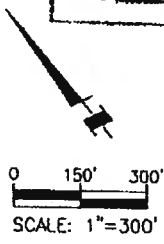
**LINE TABLE**

No.	BEARING	DISTANCE
L5	S40°40'06"W	47.00'
L6	N40°28'20"W	45.00'
L27	S31°20'58"E	40.12'
L28	N84°09'20"E	23.85'
L29	S66°08'28"E	52.51'
L30	S21°09'25"E	24.04'
L31	S68°17'15"E	62.36'
L32	N09°52'51"E	33.43'
L33	S34°53'40"W	33.43'
L34	S64°29'00"E	15.88'
L35	S04°58'48"E	24.35'
L36	N83°15'15"E	22.96'
L37	S54°27'57"E	56.24'

**CURVE TABLE**

No.	RADIUS	LENGTH	DELTA
C20	1354.04'	48.37'	02°02'48"
C21	1090.18'	94.07'	04°56'38"
C22	42.00'	11.87'	16°11'24"
C23	58.00'	13.90'	13°44'05"
C24	1342.04'	57.52'	02°27'21"
C25	58.00'	13.90'	13°44'05"
C26	42.00'	11.87'	16°11'24"
C27	158.00'	41.02'	14°52'27"
C28	142.00'	29.51'	11°54'29"
C29	1454.04'	17.78'	00°41'45"
C30	1447.04'	35.31'	01°23'53"
C31	1446.04'	184.05'	07°17'33"

APPROVED BY  
  
 DATE 5-6-02



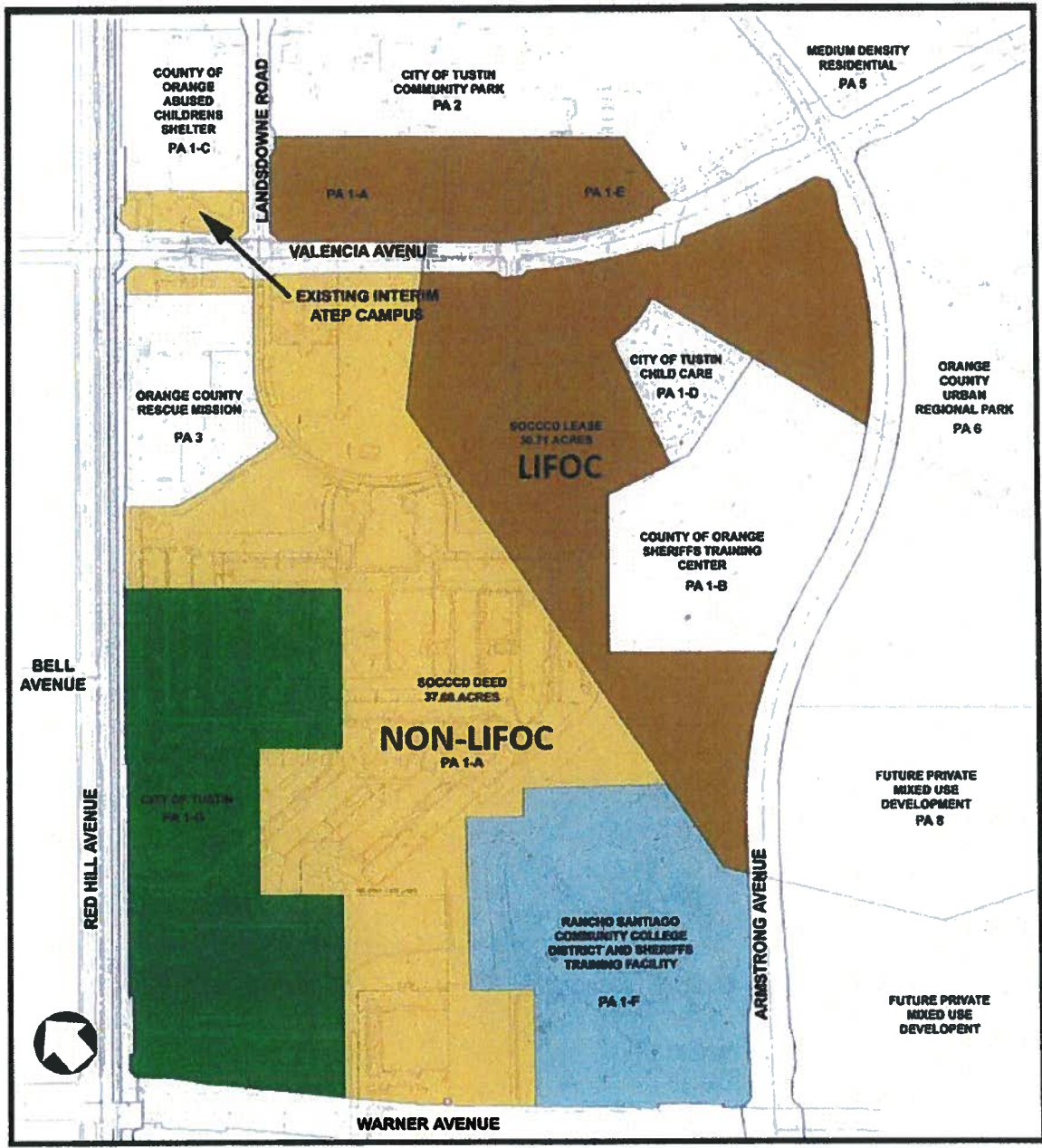
DESCRIPTION: Parcel IV-J-6 (Portion of Rebase Plan Classification Site 1; portion of Curve-Out 5)	SHEET 2 OF 2	SCALE 1"=300'
<b>MCAS-TUSTIN</b>	<b>PSOMAS</b> 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax: (714) 345-8883	DRAFTED SAG
		CHECKED LS
		DATE MAY 2002
		JOB NUMBER 2TUS010400

**Exhibit B**

**ATEP Site**

5764-44062\RJD403\891431.7  
5/19/09





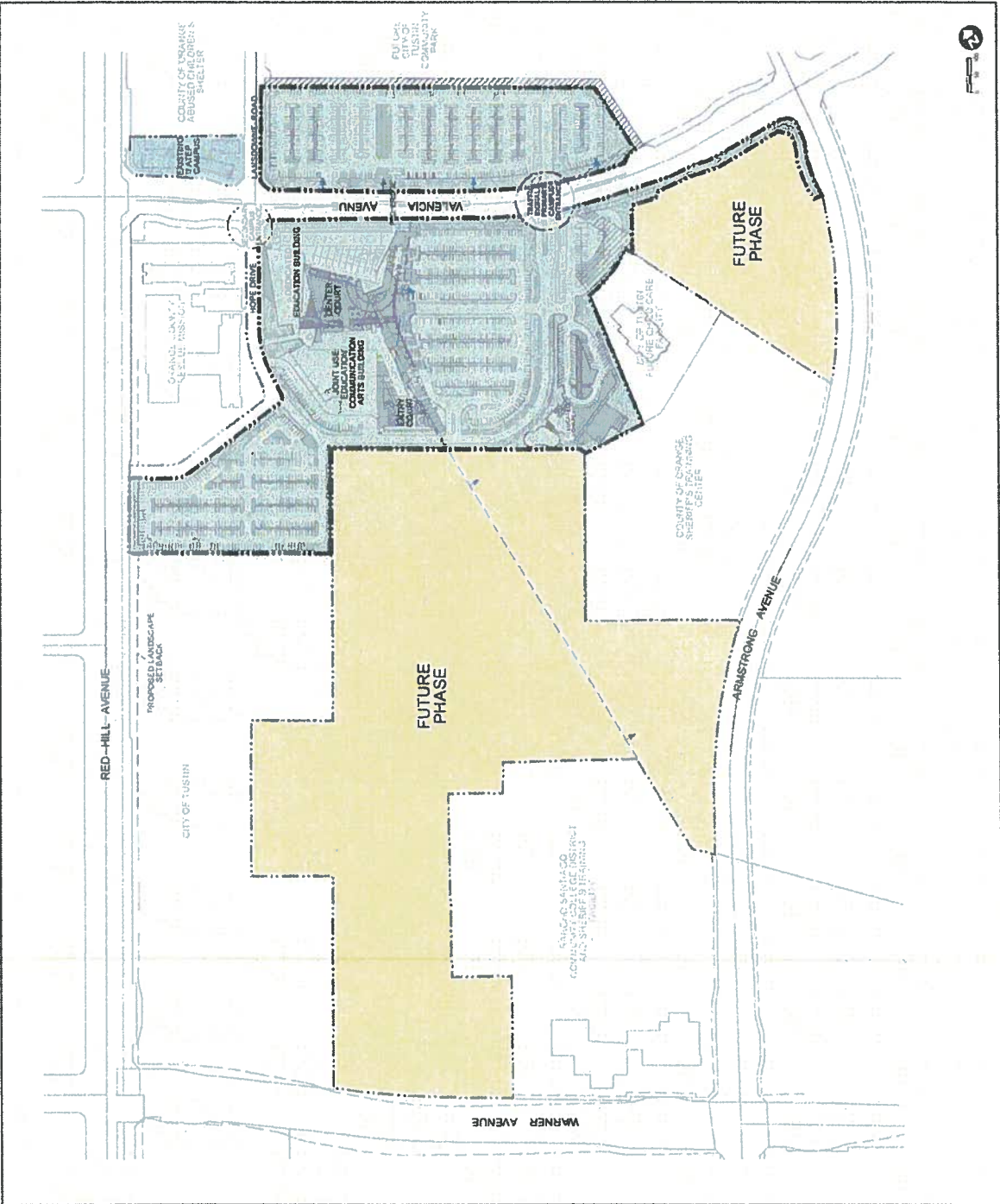
SOCCD ATEP Site Fee Property (Non-Lease in Furtherance of Conveyance (LIFO)) and Sublease Area (LIFO)

**Exhibit C**  
**Phase 3A Site Plan**

5764-44062\RJD403\ 891431.7  
5/19/09

- LEGEND:**
- [Symbol] = PHASE 3A
  - [Symbol] = FUTURE PHASE
  - [Symbol] = EXISTING ATEP CAMPUS
  - [Symbol] = ATEP CAMPUS BOUNDARY
  - [Symbol] = LIFOC BOUND

Joint-Use Education/ Communication Arts Building Summary	Gross Square Footage	109,945 CSF
Dedicated Education Building Summary	Gross Square Footage	195,055 CSF
<b>Parkings Summary</b>		
Required Parking		1361 Spaces
Provided Parking		1533 Spaces



**FIGURE 1-7  
 PHASE 3A SITE PLAN**

**Exhibit D**  
**Scope of Work**

5764-44062\RJD403\ 891431.7  
5/19/09

## **RESPONSIBILITIES AND SERVICES OF DEVELOPMENT MANAGER**

The DEVELOPMENT MANAGER will provide all professional services necessary for completing the following:

### **1. Basic Services**

The DEVELOPMENT MANAGER agrees to provide the services described below:

**1.2.** Attend Weekly Meetings and Progress Status Meetings with the District and ATEP Team and Consultants. Maintain written records of such meetings throughout duration of Project.

**1.3.** Provide Monthly Progress reports (See sample table of contents in Exhibit D1.2) throughout the planning, pre-construction and construction phases of Project in a format acceptable to the District and ATEP Team.

**1.4.** Prepare and present at Board Meetings once per phase.

**1.5.** Determine the agencies that have jurisdiction over project. Coordinate and implement the requirements of the regulatory agencies, i.e.: DSA Structural Safety, State Fire Marshal, etc. The DEVELOPMENT MANAGER shall attend all meetings held during each phase with any of the regulatory agencies unless a prior arrangement is made with the DISTRICT.

**1.6.** Ensure compliance with all code requirements including those contained in the Public Contract Code, Educational Code, and appropriate building codes.

**1.7.** Contract for or employ at DEVELOPMENT MANAGER'S expense, sub-consultants to the extent deemed necessary for completion of the scope of this Agreement. Sub-consultants shall be submitted to the DISTRICT for approval prior to commencement of work. The DISTRICT reserves the right to reject the use of any sub-consultants. Nothing in the forgoing procedure shall create any contractual relationship between the DISTRICT and any sub-consultants employed by the DEVELOPMENT MANAGER under terms of this Agreement.

**1.8.** DEVELOPMENT MANAGER shall assist in the selection process of DISTRICT consultants including development of Requests for Qualifications/Proposals, participating in the interview process and providing recommendations.

**1.9.** Agree to exercise usual and customary professional care in its efforts to comply with all laws and regulations which apply to work of this Agreement.

5764-44062\RJJD403\ 891431.7  
5/19/09

1.10. Cooperate with other professionals employed by the DISTRICT for the design, coordination or management of other work related to the Project.

1.11. Be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, and other services furnished by DEVELOPMENT MANAGER under this Agreement. DEVELOPMENT MANAGER shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, and other services.

1.12. Develop for District review and approval and maintain throughout the Project, a management information system, such as an ftp site, for storage and access of all program information.

1.13. Track all actions items including responsible party, date assigned, anticipated completion and completion.

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

1.15. Provide services required to obtain local agencies' approval for off-site work including review by regulatory agencies having jurisdiction over the Project.

1.16. Review all program related pay requests and make recommendation to District for payment.

1.17. DEVELOPMENT MANAGER is not responsible for:

1.17.1. Ground contamination or hazardous material analysis

1.17.2. Any asbestos testing, design or abatement

1.17.3. Environmental impact report

1.17.4. Historical significance report

- 1.17.5. Soils investigation
- 1.17.6. Geotechnical hazard report
- 1.17.7. Topographic survey

1.18. Relationship of DEVELOPMENT MANAGER to Other Project Participants.  
DEVELOPMENT MANAGER's services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Master Plan Development Manager; (b) the Contractor; (c) the Inspector; (d) Test/Inspection Service Providers; and (e) others providing services in connection with bidding and/or construction of the Project. The Development Manager shall perform its duties in accordance with its contract(s) with the DISTRICT. In accordance with the scope of Basic Services described herein, the DEVELOPMENT MANAGER shall be responsible for assisting the DISTRICT in the selection and retention of the Inspector and Test Inspection Services Providers and generally coordinating the services of the Inspector and Test/Inspection Service Providers during the Construction Stage; the DEVELOPMENT MANAGER is not, however, responsible for the completeness or accuracy of the work product or services provided by the Inspector or Test/Inspection Service Providers.

## 2. District Responsibilities

### 2.1. Project 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 budgets, time for completion of Project Construction, or Project scope.

### 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 DEVELOPMENT MANAGER's performance of services and other obligations hereunder. Unless modified by written notice of the DISTRICT to the DEVELOPMENT MANAGER, the DISTRICT Representative is:

**Brandye D'Lena, Director of Facilities Planning and Purchasing**

### 2.3. Default Notice

If the DISTRICT observes or otherwise becomes aware of any fault or defect in the Project



or the DEVELOPMENT MANAGER's services or any non-conformity with the Construction documents, the District shall give prompt written notice thereof to the DEVELOPMENT MANAGER.

#### **2.4. Tests/Inspections**

In accordance with applicable law, rule or regulation, the DISTRICT shall: (a) retain a Project Inspector ("Inspector") to provide construction observations as required by applicable laws, rules, or regulations; and (b) retain Test/Inspection Service Providers to conduct Construction Stage tests/inspections of materials/equipment forming a part of the Project as required by applicable law, rule, or regulation. The foregoing notwithstanding, as set forth below, the Basic Services of the DEVELOPMENT MANAGER include assistance to the DISTRICT in identifying, selecting, and retaining the Inspector and Test/Inspection Service Providers.

#### **2.5. District Consultants**

Except to the extent of Consultants retained by the Development Manager, 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, legal counsel, insurance/surety consultants, audio-visual equipment/ installation consultants, and hazardous material assessment & abatement consultants.

#### **2.6. Contract Document Copies**

At the request of the DEVELOPMENT MANAGER, sufficient copies of the contract documents shall be furnished to the DEVELOPMENT MANAGER to permit the timely performance of services by the DEVELOPMENT MANAGER at the DISTRICT's expense.

### **3 Planning Stage**

#### **3.1. Project Kick-Off Meeting**

Participate in a general Project kick off meeting to include the DEVELOPMENT MANAGER and consultants, Master Architect and DISTRICT consultants and staff.

**3.1.1.** The project kick-off meeting will introduce key team members from the DISTRICT and the DEVELOPMENT MANAGER to each other and result in an agreement defining roles and responsibilities relative to each team member for the Project. See Sample at Exhibit D3.1.1

**3.1.2.** Obtain necessary information to complete the Program Management Plan.



3.1.3. Identify and review pertinent information and/or documentation necessary from the DISTRICT for the completion of the Project.

3.1.4. Review the overall project goals, general approach, existing or sample contracts of the various design and construction project team members, tasks, work plan and procedures and deliverable products of the Project.

3.1.5. Assist with the definition of the Project scope (by phase if appropriate) in relationship to the education specifications and Master Plan needs.

### 3.2. Project Schedule.

Within the first week following the kick off meeting, prepare a detailed task analysis and work plan for documentation in a computer generated, resource loaded project schedule.

3.2.1. This Project Schedule will identify activities including as necessary, but not limited to: data collection, analysis, report preparation, planning, programming, design preparation, estimating, bid, construction, and close out. Also identified will be milestone activities or dates, specific task responsibilities, and required times for completion.

3.2.2. Resource loaded

3.2.3. Review the developed Project Schedule with the DISTRICT and their representatives to familiarize the ATEP team with the proposed tasks and work plan and to develop necessary modifications.

### 3.3. Complete Site Check List (Exhibit D3.3)

3.3.1. Identifying critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; gas availability and requirements; and domestic and fire water service requirements.

3.3.2. DEVELOPMENT MANAGER to review all documents identifying the location of existing utility lines, telephone, water and sewage, etc., within the

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limits of the DISTRICT on-site property and point of connections. This information shall be provided by the DISTRICT. DEVELOPMENT MANAGER will determine, upon collaboration with a civil engineer, whether additional as-built information will be necessary to complete design and construction work and to review and assess the capacity of all existing project utilities and connections with recommendations to the DISTRICT.

**3.3.3.** Review Conveyance Documents, Specific Plan, ATEP Long-Term Plan, ATEP Short Term Plan, Phase 3A Concept Plan, Phase 3A Site Plan and other key documents related to Project.

**3.3.4.** Review proposed plans and confer as necessary with the local jurisdiction to obtain their input regarding zoning, water service, fire protection, site access, mass transit and other areas of site design related to the city services or governance.

**3.3.5.** Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to DEVELOPMENT MANAGER pursuant to this Agreement and, upon collaboration with a structural engineer, advise the DISTRICT whether such data are sufficient for purposes of design and construction, or whether additional data are necessary.

#### **3.4. Sustainable Design**

Evaluate and recommend level of sustainable design compatible with budgetary goals including whether to pursue LEED® certification. Collaborate with Master Architect and District to provide report to identify specific target areas and improvements for inclusion in Project.

#### **3.5. Document Archives**

Collect, log and archive all site information and as-built documents available through the City, the Department of the Navy, the Master Architect, and the DISTRICT.

#### **3.6. Preliminary Budget**

Translate the probable construction costs for the Project developed by the Master Architect into a proposed Preliminary Budget.

**3.6.1.** The Preliminary Budget is to be based on current prices, with escalation rate and duration clearly identified as a separate line item; rate of cost

escalation and projected bid and construction dates are to be as approved by the DISTRICT.

**3.6.2.** Contingencies for design, bidding or construction, are to be included as individual line items, with the percentage and base of calculation clearly identified.

**3.6.3.** The Preliminary Budget shall include contractor overhead and profit, and general condition costs as separate line items. Also include separate line items for additional upgrades and potential scope reduction considerations.

**3.6.4.** A sample Preliminary Budget Format is included as Exhibit D3.6.4. One week prior to the submittal of documents, the DEVELOPMENT MANAGER may submit an alternate format, if desired, to the DISTRICT for review and approval.

**3.6.5.** DEVELOPMENT MANAGER shall submit a Preliminary Budget breakdown for two types of new building cost models ranging from a low end improvement costs for the DISTRICT'S consideration, to high end improvement costs. Include team members in the development of alternatives as needed.

### **3.7. Preliminary DSA meeting**

Attend preliminary meeting with the Division of the State Architect (DSA).

### **3.8. District Presentation**

Participate in one presentation/meeting with District faculty, staff and management.

### **3.9. Monthly Progress Report**

The DEVELOPMENT MANAGER will provide a monthly progress report including a narrative on the Project progress identifying any critical items and proposed solutions, an on-going chronology of milestone events, a graph with one axis for expenditure and the other for time showing actual in comparison to anticipated, an on-going and updated Project change order log, a pay request summary and a bulleted 30 day look ahead list of upcoming activities. All documents shall be in a format approved by the DISTRICT.

### **3.10. Planning Stage Deliverables**

The DEVELOPMENT MANAGER shall provide to the DISTRICT the following quantities of materials resulting from the work of the Planning Stage of the Project:

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- 3.10.1. Task Analysis and Work Plan
- 3.10.2. Responsibility Matrix in the form of Exhibit D3.1.1
- 3.10.3. Program Management Plan
- 3.10.4. Site Check List
- 3.10.5. Sustainability Recommendations Report
- 3.10.6. Log of Archived documents
- 3.10.7. Project Schedule
- 3.10.8. Preliminary Budget
- 3.10.9. Monthly Report

#### 4. Pre Construction Stage

##### 4.1. Design Document Review

The DEVELOPMENT MANAGER shall, in conjunction with the DISTRICT, perform an on-going review of the Design Documents to provide input into best practices relative to specific uses, confirm constructability and to develop an overall strategy for obtaining a contractor and constructing the Project.

4.1.1. The DEVELOPMENT MANAGER shall conduct such interviews and participate in meetings with the Architect, DISTRICT staff, and others to develop a delivery method and construction strategy consistent with the project objectives.

4.1.2. DEVELOPMENT MANAGER shall submit its written delivery method and construction strategy to the DISTRICT for review and acceptance including any phasing and project staging strategies. The DEVELOPMENT MANAGER shall modify this, as necessary, to obtain mutual acceptance of the DISTRICT and the DEVELOPMENT MANAGER.

4.1.3. Furniture, Furnishings, Equipment. The DEVELOPMENT MANAGER shall assist and recommend Furniture, Furnishings and Equipment selection specific to the DISTRICT's Communication Arts facilities.

#### 4.2. Value Engineering or Cost Savings Review

The DEVELOPMENT MANAGER's review of Design Documents shall include value engineering or cost saving analysis.

4.2.1. The DEVELOPMENT MANAGER shall review the design documents and identify all areas of the Project Work including construction procedures and specified materials and equipment that can be modified to reduce construction costs or schedule and/or to extend life-cycle and/or to reduce maintenance and operations costs, without diminution in the quality or intended purposes of the Project.

4.2.2. DEVELOPMENT MANAGER shall provide a list of modifications in writing to the DISTRICT for review. The DISTRICT shall have the sole and exclusive discretion to incorporate some, all or none of the DEVELOPMENT MANAGER's recommendations.

4.2.3. The DEVELOPMENT MANAGER shall perform a follow up review to confirm DISTRICT accepted modifications are incorporated into the Design Documents.

#### 4.3. Constructability Review

The DEVELOPMENT MANAGER shall determine whether the Project documents are accurate, complete and can be constructed.

4.3.1. The DEVELOPMENT MANAGER's constructability reviews shall (a) confirm that the Drawings and Specifications are consistent with DISTRICT Project requirements and that the Architect has completed coordination with its Design Consultants.

4.3.2. A sample document for Constructability Review Format is included as Exhibit 4.3.2. One week prior to the initial review, the DEVELOPMENT MANAGER may submit an alternate format, if desired, to the DISTRICT for review and approval.

4.3.3. Constructability Reviews are advisory only. The DEVELOPMENT MANAGER shall not assume control, responsibility or liability, in whole or in part, for design requirements, design criteria, or the substance or contents of the Design Documents.

#### 4.4. Development of "Front End" Construction Documents

"Front End" construction documents consist of the Construction Specification Institute (CSI) division zero and division one specifications.

4.4.1. In consultation with the DISTRICT, their consultants, and the Master Architect and based upon its review of the approved set of Design Documents, the DEVELOPMENT MANAGER shall assist with the development of front end construction documents and associated requirements suitable for obtaining a contractor.

4.4.2. The DEVELOPMENT MANAGER shall assemble and submit the front end documents to the DISTRICT for review.

4.4.3. The DEVELOPMENT MANAGER shall modify the front end documents as necessary to obtain mutual acceptance of the DISTRICT and the DEVELOPMENT MANAGER.

#### 4.5. Preliminary Construction Schedule

The DEVELOPMENT MANAGER shall develop and submit to the DISTRICT for review and acceptance a Preliminary Construction Schedule.

4.5.1. The Preliminary Construction Schedule shall indicate the start/finish dates for the principal activities necessary to complete Project construction.

4.5.2. The DEVELOPMENT MANAGER shall sequence, schedule and coordinate the Preliminary Construction Schedule in a logical, reasonable and orderly manner so that Project construction can feasibly be completed within the Approved Budget and Schedule as developed by the DEVELOPMENT MANAGER and approved by the DISTRICT as provided below.

4.5.3. Individual schedule activities shall be no greater than 15 working days in duration.

4.5.4. If the DISTRICT requires phasing of Project construction, phasing shall be set forth in the Preliminary Construction Schedule.

4.5.5. The Preliminary Construction Schedule will be used as a baseline during the review of the Contractor's schedule submittal.

#### **4.6. Initial and Approved Budget**

The DEVELOPMENT MANAGER shall facilitate the estimate reconciliation process at the end of each design phase.

4.6.1. The DEVELOPMENT MANAGER shall review the Architect's estimate of Probable Construction Costs (estimate) at the various design stages and from this base, prepare the DEVELOPMENT MANAGER's estimate for the Project as depicted in the Design Documents.

4.6.2. The DEVELOPMENT MANAGER's estimate shall be based on the then current market conditions and shall include a separate line item for contingency equal to ten percent (10%) of the DEVELOPMENT MANAGER's estimate.

4.6.3. The DEVELOPMENT MANAGER shall include a DISTRICT approved allowance amount to permit project continuation between board approvals of change orders. The DEVELOPMENT MANAGER may provide time sensitive approvals up to the identified amount and must replenish expenditures after board approvals of changes. Upon DISTRICT approval, the allowance may also be used to address DISTRICT initiated change.

4.6.4. If the DEVELOPMENT MANAGER's estimate exceeds the Preliminary Budget established during the Planning Stage by ten percent (10%) or greater, the DEVELOPMENT MANAGER shall recommend measures to reduce the costs to align the Project with the Preliminary Budget. If the DEVELOPMENT MANAGER's estimate is less than the Preliminary Budget by ten percent (10%), the DEVELOPMENT MANAGER shall recommend items to incorporate into the Project to align the Project costs with the Approved Budget.

#### 4.7. Budget Adjustments

4.7.1. Upon completion of the Construction estimate reconciliation, the DEVELOPMENT MANAGER shall review the Initial Budget and recommend any necessary adjustments to the DISTRICT.

4.7.2. Once DISTRICT has approved Development Manager's proposed construction budget based on a reconciliation of Contractor's Bids with the Approved Budget, it will constitute the Final Construction Budget and it will be used as the basis for all project decisions; provided however, the Final Construction Budget shall be subject to revision until the construction contract is in place.

4.7.3. Evaluations of the DISTRICT's Approved Budget and estimates prepared by the DEVELOPMENT MANAGER represent the DEVELOPMENT MANAGER's best judgment as an entity familiar with the construction industry. However, neither the DEVELOPMENT MANAGER nor the DISTRICT has control over the cost of labor, materials or equipment, Contractor's methods of determining prices, or competitive bidding, market or negotiating conditions. Accordingly, the DEVELOPMENT MANAGER cannot and does not warrant or represent that bids or negotiated prices will not vary from the budgets proposed, established or approved by the DISTRICT, or from any cost estimate or evaluation prepared by the DEVELOPMENT MANAGER.

#### 4.8. Authority to Bid

The DEVELOPMENT MANAGER shall review approvals obtained by or on behalf of the DISTRICT relating to authority of the DISTRICT to engage in obtaining a contractor. The DEVELOPMENT MANAGER shall advise the DISTRICT of any limitation to the DISTRICT's authority to move forward and assist the DISTRICT in removing such limitations.

#### 4.9. Marketing and Advertisements

The DEVELOPMENT MANAGER shall assist the DISTRICT in development and placement of bid advertisements in a newspaper of general circulation in Orange County. The DEVELOPMENT MANAGER shall also make recommendations to the DISTRICT for placing notices and issuing other communications for publicizing the bid availability of the Project. The DEVELOPMENT MANAGER shall assist the DISTRICT in placing such notices and issuing communications.



**4.10. Contractor Pre-Qualification**

The DISTRICT has a policy of pre-qualifying all contracts over One Million Dollars (\$1,000,000).

**4.10.1.** The DEVELOPMENT MANAGER shall assist the DISTRICT in: developing the pre-qualification criteria and application, advertising in a newspaper of general circulation in Orange County, marketing potential bidders, evaluating pre-qualification responses and recommending Contractors deemed qualified to submit Bid Proposals per the pre-qualification process.

**4.10.2.** The DEVELOPMENT MANAGER shall endeavor to encourage the qualified Contractor participation whose principal place of business is in Orange County.

**4.11. Document Distribution to Contractors**

The DEVELOPMENT MANAGER shall establish a system for documents distribution to Contractors and maintain records of the identities/addresses/telephone-fax numbers/email addresses and on-going communication, including requests for information during the bid process, of the Contractors who have obtained Bid Documents. All such records shall be available for review and/or reproduction by the DISTRICT and the public upon request.

**4.12. Pre-Bid Conference(s)**

The DEVELOPMENT MANAGER shall develop agenda(s) and conduct pre-bid conference(s), including job walk(s).

**4.12.1.** During the pre-bid conference, the DEVELOPMENT MANAGER shall describe the Project, the process for Contract award, and material Contract requirements relating to bonds, insurance and administrative requirements.

**4.12.2.** The job walk shall provide Contractors with an overview of the Site and an understanding of the physical limitations and constraints affecting the Work of the Project. As necessary or appropriate the DEVELOPMENT MANAGER shall conduct separate, detailed pre-bid conferences with potential Contractors.

**4.12.3.** The DEVELOPMENT MANAGER shall record and transcribe minutes of the pre-bid conferences and job walk(s). Minutes maintained by the DEVELOPMENT MANAGER shall be issued as an addendum to all plan holders, the DISTRICT, the Architect and other requesting parties or as directed by the DISTRICT.

**4.13. Opening/Reading of Bid Proposals**

The DEVELOPMENT MANAGER shall assist the DISTRICT in the public opening and reading of bid proposals. Upon completion, the DEVELOPMENT MANAGER shall summarize the results including participants identities, the proposed amount, including amounts for any alternates, if any and the identification of the next steps or the apparent low bidder for the Contract.

**4.14. Review and Recommend Award of Contract**

The DEVELOPMENT MANAGER shall review bid proposals to determine compliance with public contract code requirements.

4.14.1. The DEVELOPMENT MANAGER shall recommend the following: (a) rejection of "non-responsible" bidder; (b) rejection of non-responsive bidder; (c) rejection of a bid proposal for any other reason; (d) rejection of all bid proposals; and/or (e) award of contract, included recommendation for any alternate bid Items to be included in the scope of the contract awarded by the District.

4.14.2. The DEVELOPMENT MANAGER is not authorized to award the contract. Award of a contract shall only be by action of the DISTRICT's Board of Trustees.

**4.15. District Presentation**

Participate in one presentation/meeting with DISTRICT faculty, staff and management.

**4.16. Monthly Progress Report**

The DEVELOPMENT MANAGER will provide a monthly progress report including a narrative on the Project progress identifying any critical items and proposed solutions, an on-going chronology of milestone events, a graph with one axis for expenditure and the other for time showing actual in comparison to anticipated, an on-going and updated Project change order log, a pay request summary and a bulleted 30 day look ahead list of upcoming activities. All documents shall be in a format approved by the DISTRICT.

**4.17. Deliverables for the Pre Construction Stage**

The DEVELOPMENT MANAGER shall provide to the DISTRICT the following quantities of materials resulting from the work of the Pre Construction Stage of the Project:

4.17.1. Delivery Method and Construction Strategy

4.17.2. Value Engineering or Cost Saving Analysis

- 4.17.3. Constructability Review
- 4.17.4. Front End Documents
- 4.17.5. Preliminary Construction Schedule
- 4.17.6. Reconciled Estimate
- 4.17.7. Approved Budget Revision recommendations
- 4.17.8. Document Distribution log
- 4.17.9. Pre bid and Preconstruction agenda and minutes
- 4.17.10. Bid summary and recommendation to award
- 4.17.11. Monthly Report



**5.1. Administration and Coordination of Contract and Construction**

**5.1.1.** The DEVELOPMENT MANAGER shall provide administrative, management, and related services necessary to administer and coordinate the Work of the Contractor during the Construction Stage of the Project.

**5.1.2.** Services include: (a) receive, review and forward to the DISTRICT the Contractor's Certificates of Insurance and Bonds; (b) advice on issuance of Notice to Proceed; (c) scheduling, coordinating and conducting construction meetings; recording, maintaining and distributing minutes; (d) in consultation with the Master Architect, develop and implement submittal procedures; (e) in consultation with the DISTRICT and the Master Architect, develop and implement procedures for handling the Contractor's requests for information or clarifications; (f) establish and implement procedures for the transmittal of communications, drawings and other information between DEVELOPMENT MANAGER, Master Architect and the Contractor; (g) assist the DISTRICT in selection and retention of

Test/Inspection Service Providers and the DSA Inspector of Record; (h) monitor Contractor activities; and (i) allocate site staging and storage areas.

5.1.3. The DEVELOPMENT MANAGER shall consult with the DISTRICT, Master Architect, Contractor, and Inspector of Record on all DSA and Regulatory agency matters. The DEVELOPMENT MANAGER shall recommend necessary action for compliance.

## 5.2. Monitoring Construction Costs

5.2.1. The DEVELOPMENT MANAGER will monitor on-going Construction Costs and advise the DISTRICT of the Project's financial condition with financial reports to the DISTRICT, reflecting variations between actual Construction Costs and the Construction Schedule and estimated costs of unperformed Project activities. The DEVELOPMENT MANAGER will:

5.2.2. Maintain records reflecting the actual costs for activities completed or in progress, including records relating to work performed on a unit costs basis and any additional work performed by the Contractor.

5.2.3. Monitor and advise the DISTRICT of costs pertaining to potential, pending and completed changes to the Contract.

5.2.4. Advise the DISTRICT regarding adjustments to the Construction Schedule relative to actual or anticipated Construction Costs.

5.2.5. The DEVELOPMENT MANAGER shall prepare and submit cost reports to the DISTRICT as part of the monthly report. Reports shall indicate the original Contract price, the Contract price adjustment by DISTRICT approved Change Orders and potential changes to the Contract price based on the change or potential changes known at the time of the DEVELOPMENT MANAGER's preparation of a cost report. The format for this report must be pre-approved by the DISTRICT.

### **5.3. Applications for Progress Payments**

**5.3.1.** The DEVELOPMENT MANAGER will review Contractor's progress payments and in consultation with the Inspector of Record and the Master Architect and the DISTRICT, make recommendations for the disbursement as follows:

**5.3.2.** Develop procedures for submittal, review, processing, and disbursement of Progress Payments to Contractor, along with associated forms and reporting systems.

**5.3.3.** Evaluate Work for conformity with contract documents and certify construction progress for each application for progress payment (application). The DEVELOPMENT MANAGER's certifications constitute a representation to the DISTRICT that, based on DEVELOPMENT MANAGER's observations at the Site, the data in each application, and to the best of DEVELOPMENT MANAGER's knowledge, information and belief, the Work has progressed to the point indicated in the application and Contractor is entitled to payment.

**5.3.4.** Track and manage stop notices and releases recommending to the DISTRICT appropriate action.

**5.3.5.** Review of the application shall be undertaken and completed within one week of receipt so that the DISTRICT can meet its obligations to make Progress Payment due the Contractor within the time permitted by applicable law without incurring interest liability or other penalties/liabilities.

### **5.4. Substantial Completion/ Punchlist**

**5.4.1.** In consultation with the Master Architect, the Inspector of Record and the DISTRICT, the DEVELOPMENT MANAGER will assist in ascertaining Contractor's Substantial Completion. If upon inspection of the Work of the Contractor, the DEVELOPMENT MANAGER determines that Substantial Completion has not been achieved, the DEVELOPMENT MANAGER will assist the Architect in noting the conditions of the Work and the measures necessary for the Contractor to achieve Substantial Completion. Upon the Contractor achieving Substantial Completion, the DEVELOPMENT MANAGER will participate with the DISTRICT and the Master Architect to inspect the Work completed by the

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Contractor to note Punchlist items to be completed by the Contractor as a condition to achieving Final Completion of the Contract. Master Architect will assemble and distribute Punchlist items.

## 5.5. Construction Schedule

5.5.1. The DEVELOPMENT MANAGER will review and compare the Contractor's separate Schedule with the Preliminary Construction Schedule and negotiate a Construction Schedule with the contractor for approval by DISTRICT.

5.5.2. Contractor's Schedules. The DEVELOPMENT MANAGER shall monitor the Construction Schedule on a monthly basis so that the DISTRICT is kept fully informed at all times of the status of the Contractor's construction progress. When the actual progress lags behind that indicated by the Construction Schedule, DEVELOPMENT MANAGER shall work with the contractor to arrive at a recovery schedule. The DEVELOPMENT MANAGER shall advise the DISTRICT on remedial action.

5.5.3. Coordination of Construction Activities. DEVELOPMENT MANAGER shall coordinate the activities of the Contractors with those of the DEVELOPMENT MANAGER, the Master Architect, Inspector of Record, Test/Inspection Service Providers and the DISTRICT in conformity with the Construction Schedule, including the coordination and sequencing of site space usage as appropriate to align with the Construction Schedule. A material obligation of the DEVELOPMENT MANAGER under this Agreement is the coordination of the activities of the Contractor in a manner so that Project construction can be completed in accordance with the Construction Schedule and within the Approved Budget.

5.5.4. Progress Records. The DEVELOPMENT MANAGER will record the progress of Project construction, including written progress reports and photographs reflecting the status of Project construction and percent complete. The DEVELOPMENT MANAGER shall insure that all changes to the original contract are documented on an "As-Built" set of documents by the contractor which will record all RFIs, architectural supplement information, substitutions and change orders. The Contractor's field changes (location, material, undocumented changes, etc.) will be incorporated monthly during the pay application review and reviewed monthly with the DISTRICT. The DEVELOPMENT MANAGER will maintain

daily reports during Project construction showing weather conditions, the Contractor and their Subcontractors by count, visitors at the Site, work accomplished under the Contract, problems encountered and other matters materially affecting the Project, completion of the Project or Construction Costs in a format approved by the DISTRICT.

5.5.5. The DEVELOPMENT MANAGER will provide a monthly progress report including a narrative on the construction progress identifying any critical items and proposed solutions, an on-going chronology of milestone events, a graph with one axis for expenditure and the other for time showing actual in comparison to anticipated, an on-going and updated change order log, a pay request summary including percent complete and a bulleted 30 day look ahead list of upcoming activities. All documents shall be in a format approved by the DISTRICT.

5.5.6. Substantial Completion and Final Completion. Upon request of the Contractor, the DEVELOPMENT MANAGER will in conjunction with the DISTRICT, Inspector, and the Master Architect determine that Substantial Completion and Final Completion have been achieved under that Contractor's Contract. Upon determining that Substantial Completion/Final Completion of a Contract has been achieved, the DEVELOPMENT MANAGER shall issue Certificates of Substantial Completion and Final Completion, as applicable.

## 5.6. Site Observation

5.6.1. DEVELOPMENT MANAGER On-Site. At all times during which there are construction activities, the DEVELOPMENT MANAGER shall have its management team as agreed by the DISTRICT, or other authorized representative at the Site to observe Site construction activities and to coordinate the activities of the Contractor. The DEVELOPMENT MANAGER shall maintain at the Site the Contract, Drawings, Specifications, approved Change Orders, Submittals, applicable codes, rules and regulations and other written or electronic materials relating to the Project.

5.6.2. The DEVELOPMENT MANAGER and Contractor. With respect to the Contractor's own Work, the DEVELOPMENT MANAGER shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractor since these are

solely the Contractor's responsibility under the Contract for Construction. The DEVELOPMENT MANAGER shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. The DEVELOPMENT MANAGER shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by the DEVELOPMENT MANAGER. The DEVELOPMENT MANAGER will be responsible to report observations of any of the activities mentioned in the previous paragraph to the DISTRICT.

5.6.3. Construction Quality. The DEVELOPMENT MANAGER will endeavor to guard the DISTRICT against defects and deficiencies in construction and workmanship on the basis of its Site observations, and a quality control program established and implemented hereunder to monitor the workmanship of the Contractors for conformity with: (a) accepted industry standards; (b) applicable laws, codes, regulations, ordinances or rules; (c) and the requirements of the Contract. This effort will be supported by the Inspector of Record.

5.6.4. Rejection of Work. Whenever the DEVELOPMENT MANAGER discovers patent conditions of defective or deficient construction which has or may have an adverse impact upon building life-safety systems or operations, structural elements or integrity or the safety of persons or property, the DEVELOPMENT MANAGER shall take prompt action appropriate under the circumstances, including stopping the work following written notification to the DISTRICT. In other circumstances where defective or deficient Work is observed, the DEVELOPMENT MANAGER shall notify the DISTRICT and if directed, shall stop or reject such Work. DEVELOPMENT MANAGER's responsibilities hereunder shall be limited to defective or deficient work of an apparent and patent nature.

## 5.7. Site Safety.

5.7.1. DISTRICT Safety Program. Prior to any Contractor's performance of Work at the Site, the DEVELOPMENT MANAGER shall meet and confer with the DISTRICT's Director of Risk Management on the DISTRICT's safety program in order to coordinate the safety programs of the Contractor with the DISTRICT's safety program.



**5.7.2. Contractor Safety Programs.** The DEVELOPMENT MANAGER shall review safety programs of the Contractor for conformity with the DISTRICT's safety program, requirements of the Contract and applicable law. The DEVELOPMENT MANAGER shall monitor the Contractors' compliance with safety programs and advise the DISTRICT of measures, if any, necessary or appropriate to obtain the Contractor's compliance. By undertaking the obligations hereunder, the DEVELOPMENT MANAGER shall not be deemed to have assumed responsibility for the adequacy or sufficiency of safety programs implemented by Contractor, but the DEVELOPMENT MANAGER is responsible for verifying that each Contractor has established a safety program, that the safety program established by the Contractor is in compliance with applicable law, rule or regulation and that the Contractor has implemented its safety program.

**5.7.3. Safety Violations; Safety Conditions.** The DEVELOPMENT MANAGER shall promptly notify the DISTRICT in writing of all observed instances of Contractor's failure to comply with applicable safety requirements. In the event of a safety violation or other unsafe conditions on or about the Project Site which have an immediate potential or actual adverse effect on life or property, the DEVELOPMENT MANAGER is authorized, without prior notice or prior directive of the DISTRICT, to take all actions deemed necessary and appropriate by the DEVELOPMENT MANAGER under the existing circumstances to prevent such actual or potential adverse effect.

## **5.8. Changes and Claims**

**5.8.1.** The DEVELOPMENT MANAGER will coordinate all Project change activity. The DEVELOPMENT MANAGER shall:

**5.8.2.** The DEVELOPMENT MANAGER shall disseminate correspondence, drawings and other written materials by and between the Contractor, the District, Inspector, Test/Inspection service providers and the Master Architect relating to changes to the Contract.

**5.8.3.** The DEVELOPMENT MANAGER shall maintain a log or other written records in a format previously approved by the DISTRICT to monitor the disposition of changes including Change Orders to keep the DISTRICT advised of the status and the actual or potential impact of any particular change or Change

Order or the cumulative effects thereof on Construction Costs or time for completion of Project construction.

**5.8.4.** The DEVELOPMENT MANAGER shall assist the DISTRICT and the Master Architect in evaluation of Contractor requests for a Change Order, make recommendations, assist in negotiations with Contractor and the adjustment of Contract price or Contract Schedule under the Contract.

**5.8.5.** If authorized by the DISTRICT, The DEVELOPMENT MANAGER shall prepare documentation reflecting the authorized change. The DISTRICT is solely responsible to authorize change to any contract held by the DISTRICT. The DEVELOPMENT MANAGER shall be liable to the DISTRICT for all direct and consequential costs, losses or damages resulting from the DEVELOPMENT MANAGER's direction or authorization to effectuate a change to any Contract without the prior direction and authorization of the DISTRICT.

**5.8.6.** The DEVELOPMENT MANAGER shall coordinate the Contractor's performance of changes authorized by the DISTRICT.

**5.8.7.** Claims Handling. The DEVELOPMENT MANAGER will assist the Master Architect in the review, evaluation and processing of claims asserted by Contractor. The DEVELOPMENT MANAGER will make recommendations to the DISTRICT as to merit, handling, and disposition of Contractor's claims. Should any services be required beyond the Term of this Agreement, these services shall be reimbursable as additional services in accordance with rates outlined in Exhibit D 5.8.7.

#### **5.9. Project Budget Adjustments**

Throughout the Construction phase, the DEVELOPMENT MANAGER shall review the project budget and the Construction Schedule and recommend any necessary adjustments to the DISTRICT.

#### **5.10. Construction Deliverables**

**5.10.1.** The DEVELOPMENT MANAGER shall provide to the DISTRICT the following quantities of materials resulting from the work of the Construction Stage of the Project:

- 5.10.2. Construction Meeting Minutes
- 5.10.3. Submittal, RFI and Transmittal Procedures & Logs
- 5.10.4. Progress Payment Procedures
- 5.10.5. Daily Reports
- 5.10.6. Certificate of Substantial and Final Completion
- 5.10.7. Change Order Log
- 5.10.8. Monthly Report including Financial Report

## 6 Post Construction Stage

### 6.1. Review and Transmittal of Contactor Close-Out Documents.

6.1.1. The DEVELOPMENT MANAGER shall receive from the Contractor the close-out documents and all items to be submitted by Contractor(s) under the terms of its Contract. The DEVELOPMENT MANAGER shall review each Contractor's close-out submittals to determine conformity with requirements of the Contract; and shall recommend any necessary action to the DISTRICT for measures to secure Contract compliance. The DEVELOPMENT MANAGER shall deliver to the DISTRICT all Contractor close-out submittals, except for the Contractor's as-built drawings which the DEVELOPMENT MANAGER shall transmit to the Master Architect for preparation of the Record Drawings.

### 6.2. Development manager Project Records

Within thirty (30) days of the date of issuance of a Certificate of Final Completion for the Contract, the DEVELOPMENT MANAGER shall assemble and deliver to the DISTRICT all Project records maintained during the Construction Stage by the DEVELOPMENT MANAGER relating to the Contract. Notwithstanding any provision of this Agreement to the contrary or any provision of law to the contrary, all documents, work product, whether of a tangible or intangible nature, whether in draft or final form and whether recorded in writing or any other medium, including without limitation, electronic files relating to the Project or this Agreement are the sole and exclusive property of the DISTRICT.

### **6.3. Contractor's Post-Construction Obligations.**

If the Contractor is obligated under the terms of its Contract to provide work, labor materials or services after completion of Project construction, the DEVELOPMENT MANAGER shall monitor Contractor's post-construction activities for conformity with requirements of the Contract. The DEVELOPMENT MANAGER shall make recommendations, as necessary, for securing Contractor's compliance with post-construction obligations.

### **6.4. Close Out Documentation**

The DEVELOPMENT MANAGER shall monitor the filing of DSA reports and other actions required by applicable law, rule or regulation to be undertaken by the Master Architect, Inspector, or Contractor upon completion of Project construction. If the Master Architect, Inspector, or any Contractor has not filed reports or taken other actions required upon completion of Project construction, the DEVELOPMENT MANAGER shall make recommendations to the DISTRICT for measures to secure compliance by the Master Architect, Inspector, or a Contractor with regard to such requirements. The DEVELOPMENT MANAGER will assist the DISTRICT in completion and submission of reports and other actions required to be undertaken by the DISTRICT upon completion of Project construction pursuant to applicable law, rule or regulation or otherwise required to allow the DISTRICT to use/occupy the Project for the purposes intended.

### **6.5. Post Construction Deliverables**

**6.5.1.** The DEVELOPMENT MANAGER shall provide to the DISTRICT the following quantities of materials resulting from the work of the Post Construction Stage of the Project:

**6.5.2.** Contractor Close Out Documents and Submittals

**6.5.3.** Project Records

## **7. Additional Services**

The following services are not included in the Scope of Work Services hereunder. If the DISTRICT requests in writing any of the Additional Services, the DEVELOPMENT MANAGER shall be compensated for the same in accordance with the provisions of the Agreement relating to Additional Services and the amounts indicated in Exhibit 5.8.7 DEVELOPMENT MANAGER Services Billing Rates.

### **7.1. Board Approval**

A Board approved amendment must be fully executed prior to DEVELOPMENT MANAGER performing any extra services. The DEVELOPMENT MANAGER shall

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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.

## **7.2. Contingent Additional Services.**

If Contingent Additional Services described below are provided by the DEVELOPMENT MANAGER through no fault or neglect of the DEVELOPMENT MANAGER, prior to providing any such Additional Services, DEVELOPMENT MANAGER shall notify the DISTRICT in writing. Unless the DISTRICT shall notify the DEVELOPMENT MANAGER in writing authorizing Additional Services, the DEVELOPMENT MANAGER shall not proceed to provide such Additional Services. The following constitute Contingent Additional Services:

**7.2.1. 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.

**7.2.2. Termination of Master Architect or Contractor.** Services required or necessary as a result of the default or termination of the Master 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.

**7.2.3. Damage or Destruction to Project.** Except to the extent caused by the DEVELOPMENT MANAGER, services and consultation associated or necessitated by damage to the Project prior to completion by fire or other casualty.

**7.2.4. 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.

**7.2.5. Investigation of Existing Conditions.** Services to investigate existing conditions or facilities or to provide measured drawings thereof.

**7.2.6. Furniture, Furnishings, Equipment not in Project Scope.** Services in connection with the DISTRICT's selection, procurement or installation of furniture, furnishing or equipment not included within the scope of the Project as reflected in the Contract awarded by the DISTRICT for Project construction except as noted in 4.1.3. If the DEVELOPMENT MANAGER is requested to provide Additional Services in connection with such furniture, furnishing or equipment, the

DEVELOPMENT MANAGER shall develop a schedule for bidding and delivery/installation of such furnishings, equipment and furniture coordinated with Project completion and as otherwise directed by the DISTRICT.

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**Exhibit D1.2**

**Table of Contents for Monthly Progress Report**

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**Exhibit D3.1.1**

**Form of Responsibility Matrix**

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## Exhibit D3.1.1

# RESPONSIBILITY MATRIX

### Responsibility Matrix

*The following information contains a sample Responsibility Matrix. A specific correlation to each of the contract types involved in the Project development is necessary to arrive at a complete and accurate Responsibility Matrix for any specific project.*

The purpose is to identify the members of the ATEP Project Team and to summarize tasks and responsibilities during the course of the Project.

The Primary members of the ATEP Project Team are:

- DM -** Development Management Firm
- A/E -** Architectural/Engineering firms
- Owner -** South Orange County Community College District
- IOR -** DSA Inspector of Record

The following codes are used to indicate level of responsibility:

- 1.** Primary responsibility
- 2.** Supporting role
- 3.** Information only

Exhibit D3.1.1

RESPONSIBILITY MATRIX

PLANNING STAGE

	DM	A/E	OWN	IOR
• Scan existing As-Builts	2	2	1	-
• Review and Update existing As-Builts	1	2	3	-
• Obtain missing blueprints from DSA	2	1	3	-
• Develop Management Information Systems	1	3	2	-
• Coordinate Regulatory Agency Involvement	1	1	2	-
• Comply with codes, regulations, and professional standards including DSA and Fire Marshal.	1	1	3	-
• Review existing Master Facilities Plan and Hazardous Materials Plan	1	1	3	-
• Provide Consultants including: Surveying, Geo-technical, Hazardous Materials, & CEQA/ ESA	2	2	1	-
• Pothole questionable utility locations	2	2	1	-
• Visit City Public Works	1	1	3	-
• Review and report on existing infrastructure capacity (storm drain, sewer, fire hydrants flow)	1	1	2	-
• Needs Assessment Report	3	1	2	-
• Prioritize Needs Assessment	2	1	1	-
• Review Existing Education Specifications	2	1	1	-
• Review Master Plan	1	1	2	-

Exhibit D3.1.1

RESPONSIBILITY MATRIX

Pre Construction

	DM	A/E	OWN	IOR
• Notice to Proceed to Pre Construction Stage	3	3	1	-
• Advise on site use, improvements, material selection, building systems and equipment and construction delivery method	2	1	3	-
• Convert programmed gross square footages into net area requirements.	3	1	3	-
• Develop Construction Phasing Plan	1	1	2	-
• Revise Programming Master Plan based on feed back from Facilities Meeting	2	1	2	-
• Develop Design, Programming Schedule	1	2	3	-
• Review and Accept Pre-Design Schedule	1	1	1	-
• Develop task list for each phase of service	2	1	3	-
• Develop Preliminary Construction Schedule	1	2	2	-
• Attend Kick Off meeting	1	1	1	-
• Attend meetings with Consultants and Facility Personnel	1	1	1	-
• Attend Status meetings	1	1	1	-
• Attend Budget Reconciliation meetings	1	1	1	-
• Document and log meetings and site visits. Provide and distribute agendas, meeting minutes and action items.	1	2	2	-
• Attend Consultant Coordination Meetings	2	1	3	-
• Attend Monthly Board Meetings if relevant information is presented	1	1	1	-

Exhibit D3.1.1

RESPONSIBILITY MATRIX

• Preliminary Meeting with DSA	1	1	2	-
	DM	A/E	OWN	IOR
• Preliminary Meeting with Fire Department	1	1	3	-
• Preliminary Meeting with Health Department	1	1	3	-
• Develop Initial Budget	1	1	3	-
• Establish Approved Project Budget	1	2	3	-
• Prepare and implement budget tracking methods	1	3	3	-
• Generate Monthly Budget Reports	1	3	3	-

Additional information necessary to complete all phases and with regard to contracts specific to ATEP project.

SAMPLE

**Exhibit D3.3**

**Site Checklist**

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**EXHIBIT D3.3  
SITE CHECK LIST**

**1. LIST OF EASEMENTS**

Type of Easement:  
Holder of Easement:  
Recording Reference:  
Location: Prepare Exhibit  
Impact on proposed area:

**2. BOUNDARY INFORMATION:**

Review boundary information

Setbacks:  
    Street Yard:  
    Front:  
    Side:  
    Yard:

Height Limit:

Maximum site coverage:

Parking requirements:

Apparent conflicts:

**3. EXISTING conditions and PLAN REVIEW CHECK LIST**

**SOURCE OF PLANS**

List of plans including; source, preparer, origination date, as-built date:

**ON-SITE WATER**

Size and material of water service to site:  
Backflow prevention device: (Y/N) Size:  
Age of water system elements:  
Location of any existing functional water facilities:  
Location and size of connection to agency facilities:  
Adequacy of system for proposed improvements:

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Notes:

ON-SITE SEWER

Size and material of sewer service to site:  
Size of sewer laterals:  
Age of sewer system elements:  
Adequacy of system for proposed improvements:  
Notes:

OFF SITE WATER INFORMATION

Source of information:  
Date of plan preparation:  
Agency responsible for water facilities:  
Location of off-site water facilities:  
Size and material of water mains:  
Size and location of water main to site:  
Adequacy of system for proposed improvements:  
If water mains stop short of site, the distance to expansion area:  
Notes:

4. SOURCE OF SEWER PLAN INFORMATION

Source of information:  
Date of plan preparation:  
Agency responsible for sewer facilities:  
Location of off-site sewer main at connection point:  
Size and material of sewer main:  
Slope of sewer main:  
Adequacy of system for proposed improvements:  
If sewer mains fall short of site, give distance to site:  
Notes:

5. FIRE FLOW DATE AND SYSTEM REVIEW CHECK LIST

Jurisdiction:  
Size of water main:  
Backflow Device (Y/N) Size:                      Material:  
Location of fire hydrants on/off site: (Provide information for each)  
    Fire hydrant no.  
    Fire hydrant location:  
    Static pressure:  
    Flow rate:  
    Residual pressure:  
    GPM at 20 PSI residual pressure:  
Adequacy of system for proposed improvements:

Notes:

## 6. FLOOD PLAIN ANALYSIS CHECK LIST

Source of flood plain data:

Date of flood plain data:

Panel Number:

Description of flood zone:

Zone:

Depth of Elevation:

Source of Flooding:

Location of flood zone:

Impact to site by flood zone:

Solution to impacts:

Notes:

## 7. FIELD OBSERVATION

Review existing physical characteristics of the proposed site such as topography, drainage, plant coverage, views to and from the proposed site, current site usage and potential for future development and facility expansion.

- a) East of site  
West of site  
North of site  
South of site
- b) Traffic Generation
- c) On-site vehicular traffic patterns
- d) Parking adequacy
- e) Off-site traffic generation
- f) Street lighting



- g) Site topography and drainage
- h) Site fill
- i) Existing vegetation
- j) On-site utilities (power poles, hydrants, utility services)
- k) Options for attaching to existing utilities
- l) Noise and Odor issues
- m) Site expansion obstructions (e.g. existing utilities, building adjacencies, etc. )
- n) Obstructions to construction access.
- o) Off-site and on-site drainage patterns
- p) Emergency access limitations

8. ELECTRIC, POWER AND GAS REVIEW CHECK LIST

- a Name and position of contact person:
- b Adequacy of existing facilities serving the site:
- c Anticipated improvements/ upgrades to serve the proposed expansion:

Notes:

**Exhibit D3.6.4**

**Form of Initial Budget**

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Exhibit D3.6.4  
Budget Format

PROJECT: Name Of Budget Development  
COLLEGE: College  
DISTRICT: South Orange County Community College District

DATE:

SAMPLE

PREPARED BY:  
DATE REVISED:

1. SITE ACQUISITION 0  
Subtotal Acquisition of Site 0

2. PLANS

- A. Architect's fee for preliminary plans 0
  - B. Architect's fee for working drawings 0
  - C. Other design consultant fees 0
  - D. DSA Plan check fee 0
  - E. Community College, Plan Check Fee 0
  - F. Preliminary Tests (Haz Materials, etc.) 0
  - G. Other Costs (Legal, Advertising, Bid docs, EIR, Energy) 0
- Subtotal Plans 0

Anticipated at less than  
12% of Construction  
Costs

3. CONSTRUCTION

- A. High/Low End Building Scope 0
  - B. Utility Services 0
  - C. Site Development Services 0
  - D. Escalation 0
  - E. GC, O & P 0
- Subtotal Construction Contract 0

Provide two scenarios  
at Planning Stage

- 4. Tests and Inspection 0
- 5. Contingency 0
- 6. Development Management Consultant 0
- 7. Architectural and Engineering Oversight 0
- 8. DIR fee for Labor Compliance (1/1/2010) 0

All percentages are  
estimated  
representations of  
anticipated costs and  
should be replaced with  
solid numbers upon  
receipt

Total Construction Costs (Items 3 through 8 above) 0

- 9. Project Contingency 0
- 10. Furniture and Group II Equipment 0

10% of Project Costs

Total Project Costs (Items 2, 8, 9 and 10) 0  
(round to thousands)

**Exhibit D4.3.2**  
**Constructability Review Format**

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**Exhibit D5.8.7**

**Development Manager's Additional Services and Billing Rates**

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**Exhibit E**  
**Program Management Plan**

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**South Orange County Community College District**

**ATEP**



**Program Management Plan  
May 2009**



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*Introduction*

This Program Management Plan will provide South Orange County Community College District (the District), the Contractors, the Development Manager, the Architects/Engineers, the inspectors and various other consultants with information concerning communications and procedures that will be used in the development and construction of the ATEP projects.

We recommend corrections or suggested changes to this manual take place during the first two weeks of each team member's initial performance and not later than the first pay request for services.

This manual is considered a supplement to all contracts. It is meant to incorporate the requirements of the various program documents into one cohesive reference. It does not replace or delete the obligations and requirements of the contract documents.

*Organization Chart*

**Insert an Organizational Chart showing relationship between District, Development Agency, Master Architect, Contractor/Architect, Inspector and associated Consultants**

*Organization*

**Project Team Roles and Responsibilities**

1. Owner
2. Development Manager
3. Master Architect
4. Consultants
5. Contractor/Architect
6. Inspector(s)
7. Testing and Special Inspections
8. Regulatory Agencies
  - a. DSA
  - b. State Chancellor's Office
  - c. City of Tustin
  - d. Orange County Fire Authority
  - e. Orange County Health Department
9. Others

*Goals and Objectives*

1. Sustainability
2. Private/Public Partnerships
3. Technology Educational Facilities
4. Other

*Communications*

1. Primary points of contact and information exchange protocols
2. Information management system for use by entire project team
3. Subject line to include project name and number at all times
4. Emergency communication protocol
5. Contact lists
6. Report protocols
  - a. Daily
  - b. Weekly
  - c. Monthly
  - d. Other i.e. field reports
7. Campus Communications
8. Community Communications

*Meetings*

1. Pre Design Meeting
2. Design Meetings
3. FF&E Design and Procurement
4. Preliminary DSA Review and Collaboration
5. Preliminary City of Tustin review
6. Pre Construction Meeting
7. Weekly Meetings
8. Status Meetings
9. Regulatory Agency Review
  - a. Local (various)
  - b. State (DSA)
10. Board Meetings



## *Submittals*

1. Design Protocol
  - a. Number of plans
  - b. Stakeholder Review and Sign off
    - i. Maintenance review and back check
    - ii. Faculty, students, staff, administration
    - iii. Board Presentation(s)
  - c. Regulatory Agency Coordination
2. Construction Protocol
  - a. Construction strategy review
  - b. Contractor review of subcontractors information
  - c. Development teams review prior to A/E review
  - d. A/E review and comment options
3. Schedules
4. Documentation
  - a. Transmittal
  - b. Log
  - c. Filing
5. Submittals versus Substitutions
6. Shop Drawings

## *Schedules*

1. **Program Schedule**
2. **Design Schedule**
3. **Construction Schedule**
  - a. **90-day Schedule**
  - b. **Baseline Schedule**
  - c. **Monthly Schedule Update**
  - d. **Short Interval Schedule**

*Budget and document Control*

1. Project Budget
2. Intermediate Cost Estimates through Master Design
3. 3<sup>rd</sup> Party Value Engineering
4. Front End Documents
5. DSA Inspector of Record (IOR)
6. DSA Field Inspector involvement
7. Incentives
8. Project Marketing

*Request for Information*

1. Protocol
  - a. Question and proposed solution
  - b. Development Manager Review
  - c. Architect review (Bridging if D/B)
  - d. IOR Review
2. Documentation
  - a. Logs
  - b. Track to Change Order/Field Change Directive if appropriate

*Change Orders*

1. Master Architect Changes
2. Construction Changes
3. Protocol
  - a. Chain of Command
  - b. Time and Cost
  - c. Negotiations
  - d. Authority to approve
  - e. Work directive
  - f. DSA approvals
4. Schedule
5. Documentation
  - a. Logs
  - b. Sign Offs
6. Field Change Directives

*Pay Requests*

1. Design Submittals
  - a. Master Architect
  - b. Consultants
2. Construction Submittals
  - a. Schedule of Values
  - b. Critical Path Schedule submittal
  - c. As-built updates
  - d. Draft for review
  - e. Material draw
3. Review process
  - a. Percent complete review
  - b. Quality/specification conformance
4. District turn around

*Permits, inspection and testing*

1. Permit responsibility
2. Protocol for requesting inspections
3. Notice of Non-Conformance

*Completion, Punch list, Close out*

1. Commissioning
2. Punch list protocol
  - a. Determination of readiness, Contractor's Certification of Final Completion
  - b. Team for walk
  - c. Notice of Completion and retention release
3. Coordination of Furniture and Equipment installation
4. DSA Close out
  - a. DSA 6 Contractor's, Inspector's Close Out
  - b. DSA 6 A/E Architect's Close Out
  - c. DSA 291 Laboratory Verified Report
  - d. DSA 292 Special Inspection Verified Report
  - e. DSA 293 Geotechnical Verified Report
5. Warranties, bonds, Operating and maintenance manuals
6. Attic stock
7. Occupancy
8. One Year Warranty Punch



*Attachment A – Project Directory*

1. Owner
  - a. Deputy Chancellor
  - b. Appropriate Site Administration, Faculty, Staff
  - c. Director of Facilities (District and College)
  - d. Project Manager
  - e. Warehouse Manager
2. Development Manager
  - a. Administration
  - b. Project Manager
3. Master Architect
  - a. Administration
  - b. Project Manager
4. D/B Team
  - a. Contractor
    - i. Subcontractor list
  - b. Architect
    - i. Subconsultant list
5. Inspector of Record
6. Special Testing and Inspection firm(s)
7. Geotechnical Consultant
8. Other Consultants
9. City of Tustin
  - a. Administration
  - b. Plan Checker
  - c. Inspection team
10. Other Agencies

*Attachment B - Sample Forms*

1. Pre-Design Meeting Agenda
2. Design Checklist
3. Design Phase Change Order
4. Pre Bid (Design/Build Proposal Process) Meeting Agenda
5. Pre-Construction Meeting Agenda
6. Weekly Progress Meeting Agenda
7. Short Interval Schedule
8. Request for Information
9. Field Change Directive
10. Proposed Change Order
11. Change Order
12. Daily Extra Work Report
13. Payment Application Form
14. Inspection Request Form
15. Notice of Non-Conformance
16. Submittal transmittal
17. Substitution transmittal

**Attachment C – Management Information System**

## Exhibit F

### Development Manager Fee Summary

In consideration of Development Manager's services hereunder, the District shall pay to Development Manager a fee (the "**Development Management Fee**") as follows:

1. The District shall pay to Development Manager a flat fee in the amount of Three Hundred Sixty Thousand Dollars (\$360,000) (the "**Pre-Construction Base Fee**") which shall be payable, provided this Agreement is in effect, in twelve (12) equal monthly installments in the amount of Thirty Thousand Dollars (\$30,000) (the "**Pre-Construction Monthly Base Fee Payments**") beginning with the Commencement Date as defined in Section 3(e) of the Agreement, and continuing monthly thereafter for a period of twelve (12) months. The Pre-Construction Monthly Base Fee Payments shall be payable in advance and on the first day of each calendar month. In the event that Development Manager performs services that begin on a day other than the first Business Day of a calendar month or end on a day other than the last Business Day of a calendar month, the Pre-Construction Monthly Base Fee Payment for such partial month shall be prorated based on the ratio that the actual number of Business Days in that month that Development Manager performs services hereunder bears to the total number of Business Days in such month.

2. Commencing on the first day of the first month immediately following the payment by the District of the last of the Pre-Construction Monthly Base Fee Payments, and continuing monthly thereafter until the first day of the calendar month immediately following the commencement of construction of the Project, the District shall pay to Development Manager the amount of Thirty Thousand Dollars (\$30,000) (the "**Interim Period Monthly Base Fee Payments**"). The Interim Period Monthly Base Fee Payment shall be payable in advance and shall be due on the first day of each calendar month.

3. In addition to the Pre-Construction Base Fee, in accordance herewith, the District shall pay to Development Manager the amount equal to four percent (4%) of the "Actual Construction Costs" (as defined below) (the "**Construction Fee**"), which shall be payable as follows: The Parties shall calculate the estimated Construction Fee based on the Final Construction Budget and as defined in Section 7(c) of this Agreement. The amount calculated based on the Final Construction Budget is referred to herein as the "**Estimated Construction Fee.**" From the Estimated Construction Fee, the parties shall deduct the aggregate amount of the Interim Period Monthly Base Fee Payments then paid to date. The balance shall then be divided equally over the anticipated schedule for completion of construction of the Project set forth in the Construction Schedule (such amount being referred to herein as the "**Monthly Construction Fee Payment Amount**"). Commencing on the first day of the first month immediately following the commencement of construction of the Project, and continuing, in advance, on a monthly basis thereafter on the first day of each calendar month for the scheduled duration of the construction (per the Construction Schedule), the District shall pay to Development Manager payments equal to ninety percent (90%) of the Monthly Construction Fee Payment Amount (each a "**Monthly Construction Fee Payment**"). The remaining ten percent (10%) of the Monthly Construction Fee

Payment Amount (the "**Retention**") shall be retained by the District and shall be included in the calculations of Overpayment or Underpayment described in Paragraph 4 below.

4. Upon completion of construction of the Project, the actual Construction Fee owing to Development Manager shall be calculated based on the Actual Construction Costs. If the aggregate amount of the Interim Period Monthly Base Fee Payments and the Monthly Construction Fee Payments paid to Development Manager exceeds the actual Construction Fee earned by Development Manager (an "**Overpayment**"), then Development Manager shall refund to the District, no later than fifteen (15) days following such determination, the amount of such Overpayment. If the aggregate amount of the Interim Period Monthly Base Fee Payments and the Monthly Construction Fee Payments paid to Development Manager is less than the actual Construction Fee earned by Development Manager (an "**Underpayment**"), then District shall pay to Development Manager, no later than fifteen (15) days following such determination, the amount of such Underpayment.

5. Development Manager shall submit to District for its approval a schedule ("**Reimbursables Schedule**") setting forth the categories of reimbursable expenses, together with the rate of reimbursement by category (e.g., dollar amount per mile for travel; cents per copy for reproduction). Concurrently with each monthly installment of the Pre-Construction Monthly Base Fee Payments, the Interim Period Monthly Base Fee Payments, and the Monthly Construction Fee Payments, the District shall reimburse Development Manager upon request for all of Development Manager's reasonable out-of-pocket costs and expenses incurred directly in connection with the Project through the 15<sup>th</sup> day of the month immediately preceding the date of payment (which costs shall be summarized and reported to District by Development Manager no later than the 20<sup>th</sup> day of such immediately preceding month) provided that such requests for reimbursement are in compliance with the approved Reimbursables Schedule. All requests for reimbursement shall be in form reasonably approved by District and shall be accompanied by reasonable and appropriate evidence such as receipts. The total amount of such reimbursements for any calendar month shall not exceed Two Thousand Five Hundred Dollars (\$2,500) for any calendar month without the prior written approval of District.

6. As used herein, "**Actual Construction Costs**" shall mean all costs and expenses actually paid by the District to the Contractor(s) and materials suppliers during the Construction Stage in connection with the construction of the Project, including, without limitation, all expenses for fixtures and equipment installed and/or included in the Project, and furnishings installed in any portion of the Project as part of the responsibilities of the Contractor and its subcontractors as contemplated by the Contractor's Agreement and the Construction Schedule.

7. The Pre-Construction Monthly Base Fee Payments, the Interim Period Monthly Base Fee Payments and the Monthly Construction Fee Payment Amount are sometimes in this Agreement collectively called the "**Monthly Payments.**"

**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** SOCCCD: CSEA Employee Master Agreement  
**ACTION:** Approval

---

**BACKGROUND**

The prior collective bargaining agreement between South Orange County Community College District (District) and California State employees Association Chapter 586 (CSEA) expired June 30, 2008. The District and CSEA negotiators reached a tentative agreement for the period of July 1, 2008 through June 30, 2011. CSEA has completed a ratification election to approve the Tentative Agreement.

**STATUS**

California Government Code Section 3547 et seq. requires the disclosure of costs associated with a collective bargaining agreement. The Tentative Agreement is listed as Exhibit A. The estimated costs of the agreement with CSEA for the three-year period, as displayed in Exhibit B, is estimated to be \$2,923,329.00. A final copy of the Tentative Agreement is attached as Exhibit C.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Tentative Agreement as presented.

**CSEA RESPONSE To The  
South Orange County Community College District  
Proposed Tentative Agreement  
CSEA Negotiations  
May 12, 2009**

The South Orange County Community College District and the California School Employees Association, Chapter #586 have completed negotiations for the 2008 – 2009 Fiscal year and agree to maintain the provisions of the current classified collective bargaining agreement except as modified below:

**PREVIOUS TENTATIVE AGREEMENTS**

Implement the attached Tentative Agreements effective July 1, 2008 except for the following which shall be effective July 1, 2009:

- Article 3.1.11
- Article 7.1.2
- Article 7.9.1
- Article 12.1
- Article 12.7

**ARTICLE 3: CSEA RIGHTS**

- 3.1.11** 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.

## **ARTICLE 8: PAY AND ALLOWANCES**

### **8.6 Pay Increases:**

#### **8.6.1 2008/2009**

Increase the 2007/2008 classified salary schedule by 1% or by the state funded COLA for the community college SB361 funding (or any successor funding formula) received by the District, whichever is greater.

#### **8.6.2 2009/2010**

Subject to Section 8.6.5 below, increase the 2008/2009 classified salary schedule by 1% or by the state funded COLA for the community college SB361 funding (or any successor funding formula) received by the District, whichever is greater.

#### **8.6.3 2010/2011**

Subject to Section 8.6.5 below, increase the 2009/2010 classified salary schedule by 1% or by the state funded COLA for the community college SB361 funding (or any successor funding formula) received by the District, whichever is greater.

#### **8.6.4 Salary Study Implementation**

The District shall implement the salary adjustments at nearest dollar placement-range as recommended by the Johnson & Associates salary survey performed in February 2008, and with the adjustments negotiated by CSEA, effective July 1, 2008, and in accordance with Article 8.7.1. 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 in Appendix A.

#### **8.6.5 Basic Aid Status**

Should the District lose Basic Aid status before the beginning of the 2009-2010 or the 2010-2011 academic year, the compensation increase for that year would be reduced to the percentage of state funded COLA for apportionment for the appropriate fiscal year.”

## **ARTICLE 9: HEALTH AND WELFARE BENEFITS**

**9.1 District Contribution:** Effective July 1, 2008, the District shall provide up to a maximum contribution of \$14,385 per fiscal 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 10% over the previous year's District's contribution. Any premium increase above 10% over the previous year's District's 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.

**9.2.1** 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.



9.5.1 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 or B 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 15<sup>th</sup> 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.

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.

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.

**ARTICLE 23.XX: DEFINITIONS**

“Medical Insurance” refers to the existing District medical PPO and HMO programs.

**TENTATIVE AGREEMENT**

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CSEA Representative: Mary Williams

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District Representative: Dr. David Bugay

Salary Adjustment Recommendations - Johnson & Associates and CSEA

Johnson & Assoc Recommended Positions	# Emp	* Johnson Nearest Dollar Cost	Rec % Incr
Alternate Media Specialist	2	\$ 96	5.0
Applications Specialist I	1	\$ 48	5.0
Applications Specialist II	6	\$ 3,324	5.0
Applications Specialist III	1	\$ 3,324	5.0
Network Services Analyst	2	\$ 1,644	5.0
Network Systems Administrator	2	\$ 144	5.0
Network Systems Technician I	1	\$ 24	5.0
Network Systems Technician II	5	\$ 372	5.0
Network Systems Technician III	4	\$ 180	5.0
Programmer Analyst	4	\$ 144	5.0
Senior Programmer Analyst	1	\$ 36	5.0
Webmaster	3	\$ 2,676	5.0
Athletic Trainer	4	\$ 6,540	2.5
Financial Analyst	1	\$ 3,108	5.0
Grants Analyst	2	\$ 3,660	2.5
Health Center Nurse	1	\$ 1,380	2.5
Instructional Designer	1	\$ 48	5.0
Media & Marketing Specialist	1	\$ 1,620	2.5
Research & Planning Analyst	1	\$ 1,620	2.5
Research Specialist	1	\$ 1,296	2.5
Student Development Office Asst	2	\$ 1,824	2.5
Technology Assistant	1	\$ 1,548	2.5
<b>Total Johnson Recommendations</b>	<b>47</b>	<b>\$ 34,656</b>	
Rate Change		\$ 33,576	
Longevity Change		\$ 1,080	
<b>Increase % of Classified Salaries</b>		<b>0.1%</b>	

Additional Positions		Nearest Dollar Cost	
Sr. Accounting Specialist	4	\$ 24,816	7.5
District Accounting Systems Specialist	1	\$ 1,692	7.5
Accounting Specialist	4	\$ 16,596	7.5
Payroll Process Specialist	1	\$ 5,856	7.5
Senior Payroll Specialist	1	\$ 5,220	7.5
Payroll Specialist	4	\$ 17,028	7.5
<b>Total</b>	<b>15</b>	<b>\$ 71,208</b>	
Rate Change		\$ 67,584	
Longevity Change		\$ 3,624	

<b>Grand Total Salary Adjustment Cost</b>	<b>62</b>	<b>\$ 105,864</b>	
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CSEA COLA and Organizational Assessment Costs

Benefit Rate

19.14%

	Increased Annual Cost				Cumulative Costs			
	2008-09	2009-10	2010-11	Totals	2008-09	2009-10	2010-11	Totals
	1.00%	1.00%	1.00%					
<b>COLA Current Salaries</b>								
Salaries	\$ 301,587	\$ 304,603	\$ 307,649	\$ 913,839	\$ 301,587	\$ 606,190	\$ 913,839	\$ 1,821,616
Benefits	\$ 57,724	\$ 58,301	\$ 58,884	\$ 174,909	\$ 57,724	\$ 116,025	\$ 174,909	\$ 348,658
Total	\$ 359,311	\$ 362,904	\$ 366,533	\$ 1,088,748	\$ 359,311	\$ 722,215	\$ 1,088,748	\$ 2,170,274
<b>Organizational Assessment Salaries</b>								
Salaries	\$ 106,923	\$ 107,992	\$ 109,072	\$ 323,987	\$ 106,923	\$ 214,915	\$ 323,987	\$ 645,825
Benefits	\$ 20,465	\$ 20,670	\$ 20,876	\$ 62,011	\$ 20,465	\$ 41,135	\$ 62,011	\$ 123,611
Total	\$ 127,388	\$ 128,662	\$ 129,948	\$ 385,998	\$ 127,388	\$ 256,050	\$ 385,998	\$ 769,436
<b>Total Salaries</b>								
Salaries	\$ 408,510	\$ 408,510	\$ 408,510	\$ 1,225,530	\$ 408,510	\$ 817,020	\$ 1,225,530	\$ 2,451,060
Benefits	\$ 78,189	\$ 78,971	\$ 79,760	\$ 236,920	\$ 78,189	\$ 157,160	\$ 236,920	\$ 472,269
Total	\$ 486,699	\$ 487,481	\$ 488,270	\$ 1,462,450	\$ 486,699	\$ 974,180	\$ 1,462,450	\$ 2,923,329

***SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT***



**CSEA CONTRACT  
July 1, 2008 – June 30, 2011**

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## **PREAMBLE**

This Agreement is made and entered into this XXth day of XXXXX, 2009 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 1<sup>st</sup> 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.

## **ARTICLE 2**

### **ORGANIZATIONAL SECURITY**

- 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.
- 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.

## ARTICLE 2

### ORGANIZATIONAL SECURITY

- 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.
- 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.

## ARTICLE 3

### CSEA RIGHTS

- 3.1.9** The District shall provide office space for the duration of the Agreement. CSEA shall pay for telephone service.
- 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.

## ARTICLE 3

### CSEA RIGHTS

**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.

**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** The following committees address, or have the potential to address, subject matters within the scope of exclusive representation:

1. Chancellor's Cabinet
2. District and College Safety Committees
3. District Health & Welfare Benefits Committee
4. College Budget Committees
5. College President's Council

**3.2.1.3** It is agreed that the above referenced committees may also 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.

## ARTICLE 3

### CSEA RIGHTS

- 3.3 Distribution of Contract:** Within forty-five (45) calendar days after the execution of this contract, and/or reopener agreements, the District shall provide a maximum of 50 copies to CSEA for distribution to bargaining unit members. The cost of duplication shall be shared equally between the District and CSEA. The CSEA contract will be included on 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.
- 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.

## ARTICLE 3

### CSEA RIGHTS

- 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 any 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.
- 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 fourteen-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.

**7.2 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.

#### 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.

## ARTICLE 7

### HOURS AND OVERTIME

**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.

**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.

## ARTICLE 7

### HOURS AND OVERTIME

- 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.
- 7.8.2** 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.



## ARTICLE 7

### HOURS AND 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.

#### **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 Minimum 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 straight time, or overtime for amount of time worked, whichever is greater.
- 7.12 Right of Refusal:** Any employee shall have the right to reject any offer or request for overtime or call back, or call in 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 2008/2009

Increase the 2007/2008 classified salary schedule by 1% or by the state funded COLA for the community college SB361 funding (or any successor funding formula) received by the District, whichever is greater.

##### 8.6.2 2009/2010

Subject to Section 8.6.5 below, increase the 2008/2009 classified salary schedule by 1% or by the state funded COLA for the community college SB361 funding (or any successor funding formula) received by the District, whichever is greater.

##### 8.6.3 2010/2011

Subject to Section 8.6.5 below, increase the 2009/2010 classified salary schedule by 1% or by the state funded COLA for the community college SB361 funding (or any successor funding formula) received by the District, whichever is greater.

##### **8.6.4 Salary Study Implementation**

The District shall implement the salary adjustments at nearest dollar placement-range as recommended by the Johnson & Associates salary survey performed in February 2008, and with the adjustments negotiated by CSEA, effective July 1, 2008, and in accordance with Article 8.7.1. 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 in Appendix A.

##### **8.6.5 Basic Aid Status**

Should the District lose Basic Aid status before the beginning of the 2009-2010 or the 2010-2011 academic year, the compensation increase for that year would be reduced to the percentage of state funded COLA for apportionment for the appropriate fiscal year.

#### 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).

## ARTICLE 8

### PAY AND ALLOWANCES

- 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.
- 8.14 Parking:** Employees may park at no cost in campus designated student parking areas. Appropriate permits will be issued upon request. Employees may purchase a staff parking permit in accordance with BP-3450 to park in District designated staff parking areas at both Saddleback College and Irvine Valley College. Parking is subject to availability.
- 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, 2008, the District shall provide up to a maximum contribution of \$14,385 per fiscal 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 10% over the previous year's District's contribution. Any premium increase above 10% over the previous year's District's 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, 2008, 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 Preferred Plan
- c. Vision Insurance: Vision Service Plan
- d. Long Term Disability: Fortis Life
- e. Life Insurance: ING

**(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.

**9.4 Benefits Administration:** CSEA shall have the right to appoint at least one (1) representative to the Districtwide 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.



## ARTICLE 9

### HEALTH AND WELFARE BENEFITS

**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 or B 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 15<sup>th</sup> 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.

**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.

**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.

## 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.

## ARTICLE 11

### VACATIONS

#### 11.3.5 Illustration:

##### TWELVE-MONTH EMPLOYEES

1 Month to	5 Years	12	Days Vacation
6 Years through	11 Years	15	Days Vacation
11 Years through	15 Years	18	Days Vacation
16 Years and after		20	Days Vacation

##### ELEVEN-MONTH EMPLOYEES

1 Month to	5 Years	11	Days Vacation
6 Years through	11 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	11 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.

## ARTICLE 11

### VACATIONS

- 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.
- 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. This is effective July 1, 2009.

**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 amount 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.

**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.

**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.

## 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 a 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 classification. 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.

## ARTICLE 13

### TRANSFERS AND REASSIGNMENT

#### 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.
- 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.

## ARTICLE 14

### 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.

**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.

## ARTICLE 14

### GRIEVANCE PROCEDURE

**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.

#### **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.

## ARTICLE 14

### GRIEVANCE PROCEDURE

**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.

**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.

## **ARTICLE 14**

### **GRIEVANCE PROCEDURE**

#### **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.

## ARTICLE 15

### DISCIPLINARY ACTIONS

- 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.
  - 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.

## ARTICLE 15

### DISCIPLINARY ACTIONS

- 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.

## ARTICLE 17

### LAYOFF AND REEMPLOYMENT PROCEDURES

- 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.
- 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, 2008, to June 30, 2011 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 10<sup>th</sup> day off. The 10<sup>th</sup> 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.

## **ARTICLE 23**

### **DEFINITIONS**

- 23.13** “Incumbent” is an employee assigned to a position and who is currently serving in or on leave from the position.
- 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.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**2005-2006 CLASSIFIED SALARY SCHEDULE**

***SEE DISTRICT WEBSITE.***

**BARGAINING UNIT CLASSIFICATIONS, SALARY RANGE,  
AND LISTING OF POSITION TITLES  
July 1, 2005**

***SEE DISTRICT WEBSITE.***

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
CSEA NEGOTIATIONS TENTATIVE AGREEMENT  
FEBRUARY 2, 2006**

**MEMORANDUM OF UNDERSTANDING**

The South Orange County Community College District (“DISTRICT”) and South Orange County Community College District CSEA Chapter 586 (“CSEA”), enter into this Memorandum of Understanding and agree that the District may establish a flexible work schedule for individual unit members when the District determines that it would be beneficial to the students and the college, and the alternative schedule has been approved by the unit member’s supervisor or manager and the college President.

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 either 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.

This Memorandum of Understanding shall terminate on June 30, 2011, unless extended by mutual written agreement of the parties.

**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  
MARCH 5, 2009**

**MEMORANDUM OF UNDERSTANDING**

**The South Orange County Community College District and California School Employee Association Chapter 586 enter into this Memorandum of Understanding and agree as follows:**

**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.**

**This Memorandum of Understanding shall extend through June 30, 2011, and may be extended thereafter by mutual written agreement of the parties.**

**For Association: CSEA Chapter 586**

Date: \_\_\_\_\_ By: \_\_\_\_\_

**For the District: South Orange County Community College District**

Date: \_\_\_\_\_ By: \_\_\_\_\_

**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** SOCCCD: SOCCCD Faculty Association Academic Employee Master Agreement  
**ACTION:** Approval

---

### **BACKGROUND**

The prior collective bargaining agreement between South Orange County Community College District (District) and South Orange County Community College District Faculty Association (SOCCCDFA) expired June 20, 2007. The District and SOCCCDFA negotiators reached a tentative agreement for the period of July 1, 2007 through June 30, 2010. SOCCCDFA completed a ratification election and the Board of Trustees voted on the contract at the April 27, 2009 meeting.

### **STATUS**

California Government Code Section 3547 *et seq.* requires the disclosure of costs associated with a collective bargaining agreement. The estimated costs of the agreement with SOCCCDFA for the three-year period is estimated to be \$10,365,556.00. The Tentative Agreement is included as Exhibit A. There is some ambiguity as to whether all items were approved at the April 27, 2009 Board Meeting. This item is brought forward to ensure complete resolution and to ensure the Board has an opportunity to consider and approve the entire Tentative Agreement. During the April 27, 2009 meeting, the Board of Trustees approved the compensation portion listed in Exhibit A for Items 2.II (A), (B) and (C). The Board still needs to approve Items 1. and 2.III. so that the entire Tentative Agreement is approved.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Exhibit A Item 1 and Item 2.III. as presented.

TENTATIVE AGREEMENT  
March 19, 2009

The following offer has been made and agreed to by the South Orange County Community College District and the SOCCCD Faculty Association:

**1. Except as set forth below include all prior signed tentative agreements.**

2. Article XXX (Wages) - modify sections II and III as follows:

II. Increase in Compensation

A. For the period of July 1, 2007 through June 30, 2008

The Academic Salary Schedule, the Regular Term Hourly Schedule and Summer School Hourly Schedule are set forth in Appendix \_\_. The Academic Salary Schedule will reflect an increase of 4.53% over the existing 2006-2007 Academic Salary Schedules. The Regular Term Hourly Schedule and Summer School Hourly Schedule will reflect an increase of 6% over the 2006-2007 Regular Term Hourly Schedule and Summer School Hourly Schedule.

B. For the period of July 1, 2008 through June 30, 2009

The Academic Salary Schedule, the Regular Term Hourly Schedule and the Summer School Hourly Schedule will be increased by 1%.

C. For the period of July 1, 2009 through June 30, 2010

The Academic Salary Schedule, the Regular Term Hourly Schedule and the Summer School Hourly Schedule will be increased by 1%.

III. Revenue Changes

**Should the District lose Basic Aid status before the beginning of the 2009-2010 academic year, the compensation increase for that year would be reduced to the percentage of state funded COLA for apportionment for the 2009-2010 academic year.**

\_\_\_\_\_  
SOCCCD Faculty Association

\_\_\_\_\_  
South Orange County CCD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**TO:** Board of Trustees

**FROM:** Dr. Raghu P. Mathur, Chancellor

**RE:** Saddleback College, IVC, and ATEP: College and ATEP Mission Statements

**ACTION:** Approval

---

### **BACKGROUND**

The accreditation standards recommend periodic reviews of all mission statements. As recommended, 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 Saddleback College Mission Statement (Exhibit A) was reviewed during the 2008-09 academic year at the Saddleback College annual retreat, which included representatives from all governance groups and college administration. At this time, the college proposes no changes to the mission statement.

The Irvine Valley College Mission Statement went through a thorough review by the college's strategic planning committees and Academic Senate in order to further align it with the requirements of the Accrediting Commission for Community and Junior Colleges. As a result, the revised Mission Statement (Exhibit A) was approved by the Strategic Planning Oversight and Budget Development Committee (SPOBDC) and the President on October 15, 2008.

The Mission Statement for the Advanced Technology & Education Park (ATEP) was reviewed by Dr. Randy Peebles, Provost. No changes are proposed at this time in the ATEP Mission Statement (Exhibit A).

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the revised mission statement for Irvine Valley College as outlined in Exhibit A.

Item submitted by: *Dr. Tod A. Burnett and Dr. Glenn R. Roquemore, Presidents, Dr. Randy Peebles, Provost*

## **Mission Statements**

### **Saddleback College**

To provide access to learning opportunities that promote student success; to foster intellectual growth and individual expression; and to support a dynamic and diverse environment of innovation and collegiality.

### **Irvine Valley College**

Irvine Valley College is dedicated to serving members of the community who seek to transfer, obtain degrees or certificates, acquire career or basic skills, and pursue lifelong learning. The college also provides student support services, opportunities for cultural experiences, and activities promoting partnerships with the community.

The college is committed to successful and measureable student learning through hiring exemplary faculty and staff, access to state of the art technologies and facilities, and by providing a variety of traditional and innovative teaching methods.

In this era of rapid change in a global economy, the college is guided by a strategic plan based on data regarding changing student needs, evolving community diversity, and a rapidly changing economy.

Adopted on 10/16/2006

Proposed Revisions by SPOBDC on 10/01/08

Proposed Revisions by Academic Senate on 10/09/08

Approved by SPOBDC 10/15/08

### **Advanced Technology and Education Park**

Support the improvement of the competitive position of individuals and of the region through a responsive workforce development strategy.

Create a learning environment of the highest caliber through multiple academic partnerships and strategic public/private alliances, in order to prepare students for successful competition within local and international economies.

Provide a scope of support services and career-focused opportunities for emerging technologies that enhance the economic development position of Orange County, and workforce access for the learner.

**TO:** Board of Trustees

**FROM:** Dr. Raghu P. Mathur, Chancellor

**RE:** SOCCCD: District Mission and Vision Statements and District-Wide Goals for 2009-2010

**ACTION:** Acceptance for Review and Study

---

### **BACKGROUND**

At the recommendation of the College Academic Senate Presidents, in the fall of 2006 Chancellor Mathur established a District Planning Process Task Force. The charge of the task force was to define an approach that integrates the college and district planning processes. The task force, chaired by Dr. Andreea Serban, Vice Chancellor of Technology and Learning Services, completed its work in October 2006 and forwarded recommendations to Chancellor Mathur.

As recommended by the task force, the Chancellor's Cabinet was designated the governance group charged with drafting district-wide goals for the Board's consideration. The district-wide goals are broad, policy level statements aimed at providing overall direction for the entire district and for integration, as appropriate, with the strategic goals of each of the major district organizations: Saddleback College, Irvine Valley College (IVC), the Advanced Technology and Education Park (ATEP) and District Services. The Chancellor's Cabinet, joined by interested faculty, staff, and administrators, conducted district-wide goal sessions on February 12, and March 5, 2009, to review the District mission and vision statements and update the district-wide goals for 2009-2010. In addition, after the February 12 session, the draft district-wide goals were posted on Sharepoint to allow those not able to attend the meetings to comment and suggest revisions to the draft goals. The draft goals were also discussed at the Chancellor's Cabinet on March 12, and April 16, 2009, as well as at college and ATEP governance meetings. Exhibit A chronicles the 2009-2010 District-Wide Goals Process.

### **STATUS**

At the Chancellor's Cabinet meeting of April 16, 2009, governance group representatives voted to recommend the 2009-2010 district-wide goals as shown on Exhibit B. No changes were recommended for the District Mission or Vision Statements.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept for review and study the District Mission and Vision Statements and District-Wide Goals for 2009-2010 as presented in Exhibit A.

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

**TIMELINE FOR 2009-2010 DISTRICT-WIDE GOALS PROCESS**

- On Thursday, November 20, 2008, Chancellor Mathur asked the leadership of internal constituent/consultation groups to submit their ideas for district-wide goals to the College Presidents and the ATEP Provost by February 2, 2009.
- On Tuesday, December 9, 2008, Diane Riopka sent a reminder email regarding the deadline to Cabinet members and their assistants.
- On Thursday, January 8, 2009, Diane Riopka emailed the members of the Chancellor's Cabinet a solicitation that stated "All suggestions from shared governance groups for revisions to the current goals or new district-wide goals should be sent to the College Presidents or ATEP Provost by Monday, February 2, 2009." The dates and locations of scheduled working meetings were included.
- On Sunday, February 1, 2009, Chancellor Mathur emailed a reminder of the deadline for submission of goals and included details regarding both working meetings. On Monday, February 2, 2009, he sent another email with a correction for the room in which the first working meeting would take place.
- On Tuesday, February 3, 2009, Presidents Burnett and Roquemore submitted Saddleback's and IVC's goal submissions, respectively.
- On Friday, February 6, 2009, Bob Bramucci sent all prospective goals to Chancellor Mathur; on Saturday, February 7, Chancellor Mathur requested that the goals be consolidated and their wording placed into a similar format.
- Dr. Bramucci submitted the reworded goals on Monday, February 9.
- With over 40 prospective goals, Chancellor Mathur asked Tracy Daly to remove redundancy and combine related goals so as to have a reasonable number to address during the first working meeting. The resulting 20 goals were sent to Drs. Mathur and Bramucci for review on Wednesday, February 11, 2009.
- On Thursday, February 12, 2009, the first of two district-wide meetings on the goals were held in SSC 212 at Saddleback College. The meeting was well-attended with copious participation. After discussion, two goals were merged resulting in a total of 19 prospective goals. Diane Riopka prepared notes reflecting the discussion.
- On Tuesday, February 17, 2009, copies of the raw data, the 2008/09 goals, and the resulting annotated goals document from the meeting of February 12 were sent to Board President Donald Wagner and Chancellor Mathur.
- Also on February 17, Diane Riopka sent a reminder email regarding the second planning meeting to members of the Chancellor's Cabinet.
- On Monday, February 23, 2009, a copy of the "Report planning task force Oct 8 2006" document outlining the district-wide goals process was sent to members of the Chancellor's Executive Cabinet.
- On Friday, February 27, 2009, a Sharepoint site was created for the district-wide goals process, with working files posted and a wiki page for discussion.
- On Monday, March 3, Bob Bramucci sent a district-wide email with details on the content of, and means of accessing, the Sharepoint site.
- On Thursday, March 5, 2009, the final district-wide meeting on the goals was held in LIB 213 at Irvine Valley College. Nineteen prospective goals were posted around the room on flip chart pages and each of the attendees voted for their "top ten" goals. Goals were re-ordered in terms of popularity and after discussion, the list was pared to eight prospective goals.
- On Friday, March 6, results from the March 5 meeting were posted on the Sharepoint collaboration site.

**South Orange County Community College District**  
**DRAFT District-wide Goals for 2009-2010**

- Develop a plan to meet all capital and scheduled maintenance needs.
- Acquire, develop, and utilize technologies that support data-driven decisions and ongoing accountability.
- Complete the production and implementation of the Student Information System, including effective training and backup procedures for the registration process.
- Develop and implement comprehensive emergency preparedness plans and a disaster recovery plan for information technology services.
- Assess all administrative units and develop and implement action plans to increase efficiency, effectiveness, electronic security, and cost savings.
- Establish a legacy in environmental sustainability in all areas including instruction, operations, construction, facilities, energy conservation, and stewardship.
- Enhance online certificate/degree programs and the accompanying online student support services.
- Assess the degree to which the colleges are aligning educational programs with community needs in order to offer relevant academic and career technical education programs.



**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** Irvine Valley College: Grant Acceptance, Teacher Preparation Pipeline  
**ACTION:** Approval

---

**BACKGROUND**

In April 2009 Irvine Valley College submitted a proposal in response to the Teacher Preparation Pipeline RFA No. 09-0090 of the California Community Colleges Chancellor's Office (CCCCO). The grant proposal identified the primary causes of teacher shortages in several Career Technical Education (CTE) fields and an approach to address the shortage through the efforts of a consortium to include Irvine Valley College, Irvine Unified School District, Coastline Regional Occupational Program, California State University, Los Angeles, California State University, Long Beach Professional Studies Department, and Vital Link.

**STATUS**

On April 14, 2009 the CCCCCO notified Irvine Valley College of its intent to award \$225,000.00 for the period July 1, 2009 through June 30, 2010 to fund the consortium efforts as presented in Exhibit A. Irvine Valley College will provide project direction and fiscal oversight of this grant as well as counseling support, refinement of a three-unit course for students considering career technical education teaching careers.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept this award of \$225,000.00 from the California Community College Chancellor's Office for the Teacher Preparation Pipeline grant RFA No. 09-0090.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
UNIT APPLYING: IRVINE VALLEY COLLEGE

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

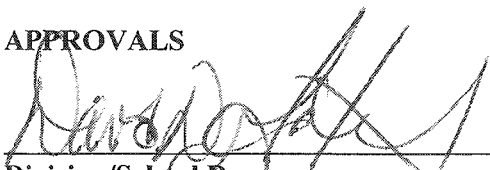
1. PROJECT TITLE: Teacher Preparation Pipeline
2. PROJECT DIRECTOR: Michelle Scharf
3. PROJECT ADMINISTRATOR: David Gatewood
4. GRANTOR AGENCY: California Community Colleges Chancellor's Office
5. FUNDING SOURCE: California Community College Chancellor's Office, SB 70
6. STARTING AND ENDING DATES OF THE PROJECT: 07/01/09 thru 06/30/10
7. EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):

Irvine Valley College (IVC), Irvine Unified School District (IUSD), Tustin Unified School District (TUSD), Coastline ROP (CROP), the California State University at Los Angeles (CSULA), California State University at Long Beach (CSULB), and Vital Link will continue their partnership, Teachers of Tomorrow, to address the anticipated shortage of Career Technical Education teachers in secondary and post-secondary education in the coming decade. The project team has designed several activities in approaching the recruitment and retention of CTE instructors: CSULA will identify teacher preparation pipelines by developing brochures and advising sheets; IVC will refine curriculum for a 3-unit class CTE class; professional development opportunities for IUSD and TUSD CTE instructors; and CROP will conduct three workshop of smaller learning communities for CTE instructors.


8. SUMMARY BUDGET

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$225,000	\$ 0	\$ 8,654	\$225,000

9. APPROVALS

  
 \_\_\_\_\_  
 Division/School Dean

  
 \_\_\_\_\_  
 Vice President of Instruction/Students

  
 \_\_\_\_\_  
 President

\_\_\_\_\_  
 Vice Chancellor, Technology & Lrng Serv

\_\_\_\_\_  
 Chancellor

**EXPENDITURES SUMMARY**

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

	<b>GRANT</b> (Amount)	<b>MATCHING*</b> (In-Kind/Actual)	<b>SOURCE OF MATCH</b> (Partnership/College/Vendor)
<b>1000 Certificated Salaries</b>	\$ 71,900 _____	\$ _____	_____
<b>2000 Classified Salaries</b>	\$ 39,385 _____	\$ _____	_____
<b>3000 Benefits</b>	\$ 32,700 _____	\$ _____	_____
<b>4000 Supplies</b>	\$ 7,386 _____	\$ _____	_____
<b>5000 Contracted Services and Other Expenses</b>	\$ 46,975 _____	\$ _____	_____
<b>6000 Capital Outlay</b>	\$ 3,000 _____	\$ _____	_____
<b>7000 Other Charges</b> <i>(e.g.: Indirect Costs)</i>	\$ 23,654 _____	\$ _____	_____
<b>TOTALS</b>	\$225,000 _____	\$ _____	

\*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. Project Director	[ ]	[ X ]	[ ]	[ X ]
2. ET Instructor (curriculum)	[ ]	[ ]	[ ]	[ X ]
3. Adjunct Faculty (Instruct)	[ ]	[ X ]	[ ]	[ X ]
4. Counselor	[ ]	[ X ]	[ ]	[ X ]
5. Administrative Assistant	[ X ]	[ ]	[ X ]	[ ]

PARTNERSHIPS (if applicable)

**Partnership Name/Location** Irvine and Tustin Unified School Districts and Coastline ROP

- Retail                      •Technology                      •Real Estate Public                      •Public: City, Education, Municipalities
- Hospitality                      •Health Care                      •Manufacturing                      •Charitable Non-Profit                      •Financial

**Partnership Name/Location** CSULA and CSULB Professional Studies; Vital Link

- Retail                      •Technology                      •Real Estate Public                      •Public: City, Education, Municipalities
- Hospitality                      •Health Care                      •Manufacturing                      •Charitable Non-Profit                      •Financial

**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** Irvine Valley College: Honorary Associate Degree Award  
**ACTION:** Approval

---

### **BACKGROUND**

An Honorary Degree (Latin: honoris causa ad gradum) is an extraordinary academic degree awarded to an individual as a recognition, rather than as the result of matriculating and studying for several years. An honorary degree may be given by an institution of higher learning that the recipient never attended.

Last year, Irvine Valley College awarded honorary degrees to Julie Davis (Charter 100) and William Woollett, Jr. (first city manager of Irvine).

### **STATUS**

Huell Howser is the producer and host of "California's Gold," now in its 15th season and seen regularly on all 13 PBS affiliates through the state. In 2006, he was the keynote speaker at the Irvine Valley College Foundation Awards Dinner.

John Scudder is a longtime supporter of the Irvine Valley College Men's Soccer Team. His grandmother was the potato chip queen, Laura Scudder.

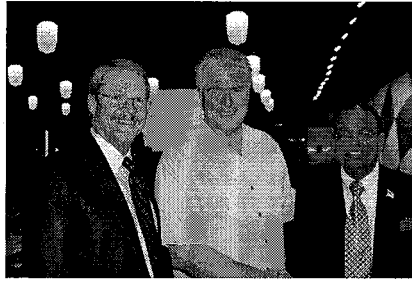
Jacquie Warren is an enthusiastic supporter of Irvine Valley College and for the past 20 years she has served as the president and CEO of the Irvine Chamber of Commerce.

Biographies of the three candidates are presented as Exhibits A, B and C.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the awarding of Honorary Associate Degrees to Huell Howser, John Scudder, and Jacquie Warren.

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



### **Huell Howser**

When Huell Howser moved to Los Angeles in 1981 from his home state of Tennessee to become a reporter for KCBS-TV in Los Angeles, he had no idea he'd fall in love...with California. His enthusiasm for his new home inspired the idea for the television series that started it all, California's Gold. Huell had a simple idea: if he traveled the state with an open heart and an open mind, a microphone and a camera, he would uncover a treasure of California stories.

"We operate on the premise that TV isn't brain surgery. People's stories are what it's all about," says Howser. "If you have a good story, it doesn't have to be overproduced. I want our stories to reveal the wonders of the human spirit and the richness of life in California, including its history, people, culture and natural wonders."

A native of Tennessee, Huell began his television career at WSM-TV in Nashville after receiving his B.A. degree from the University of Tennessee, serving on the staff of a United States Senator and a stint in the U.S. Marine Corps.

Howser later joined WCBS-TV in New York City as host of a magazine-style series. He then came to Los Angeles in 1981 to work as a reporter for KCBS-TV. Huell joined public television station KCET/Los Angeles in 1987 to produce "Videolog," a series of short programs featuring the stories of people from all walks of life. This series captured the imagination of viewers and led directly to an expanded format which covered people and places throughout the state.

Huell is a frequent speaker to civic and student groups and is active in numerous charitable, civic and social groups throughout the state.

He is also a passionate and enthusiastic supporter of California community colleges. In 2006, he was the keynote speaker at the Irvine Valley College Foundation Awards Dinner, a major fundraising event for the college. He lives in Los Angeles and Twenty-Nine Palms.



**John Scudder**

John Scudder has lived in Newport Beach, California, for the better part of fifty years. A graduate of the University of Southern California, he has been involved in farming operations in North San Diego County for many years.

His family has been in the food manufacturing business since the 1920's, his grandmother was the potato chip queen, Laura Scudder.

For the last twenty years, John has served many different philanthropic organizations. Currently, he serves on the Board of Directors of Giving it Back to Kids, Inc., a non-profit organization that helps children in orphanages in Vietnam.

At Irvine Valley College (IVC) John has been a strong supporter Men's Soccer Team and has been a big part of the program's success over the past 10 years. In 2003, with John's support, IVC brought home the California State Soccer Championship title.

The college's soccer program has two major goals. First, to help student athletes achieve their educational goals, and second, to play competitive soccer. IVC's coaches and staff understand that long after the drama of victory and defeat have been forgotten, your education has not. With that in mind, IVC continually strives to emphasize the importance of education to its student athletes.

IVC has been fortunate in the past 10 years to have many of its student athletes transfer to four-year institutions – several with athletic scholarships.

Last year, John established a \$7,500 endowment, which will provide annual scholarships, in perpetuity, to assist student athletes at Irvine Valley College.



**Jacquie Warren**

Jacquie Warren has a long and distinguished history with the business community in Irvine and Orange County. She served as the president and CEO of the Irvine Chamber of Commerce since June 1989, and she recently retired on April 30, 2009.

In her capacity as president and CEO, she worked with the 30 member board of directors, a membership of over 1000 member companies with over 63,000 employees, a staff of 14 and a 3 million dollar budget.

She joined the Western Association of Chamber Executives (W.A.C.E.) in 1987, serving on the Board of Directors from 1991 to 1999 and from 2001 to 2004. She served as Chairman of the Board in 1996. She served on the California Chamber Board of Directors in 1996 and as its Foundation Board Chairman in 2001-02. In February 2004 she was selected as the W.A.C.E "Executive of the Year."

She is a past President of Soroptimist International Irvine and a former board member of the Sunrise Exchange Club in Irvine.

In March of 2002 Jacquie was selected as one of "Ten Women Making A Difference" in Orange County by OC METRO. In 2003 she was nominated for the 9th Annual Women in Business Awards.

Jacquie is an enthusiastic supporter of Irvine Valley College (IVC). Years ago, her daughter attended IVC and transferred to Cal State Fullerton. According to Jacquie, Irvine Valley College provided the pathway for her daughter to earn a college degree – something for which she is very grateful.

**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** Saddleback College: Award of Bid: Portable Village Addition  
**ACTION:** Approval

---

**BACKGROUND**

On January 20, 2009, the Board approved funding from basic aid for the Village Expansion Project. On April 27, 2009 the Board of Trustees approved increasing the project funding to purchase portable buildings instead of leasing them.

**STATUS**

On April 3, 2009, and April 10, 2009, Bid No. 1089, Portable Village Addition at Saddleback College, was advertised. Thirty seven contracting firms joined the District for the pre-bid walk. Twelve contractors provided bids to the District on May 5, 2009. The apparent low bidder, CHAP, withdrew their bids due to an accounting error (Letter), EXHIBIT A. The lowest bid meeting all specification requirements was submitted by MJ Contractors, in the amount of \$1,050,000, EXHIBIT B. Staff has reviewed the bids and recommends approval.

Funds are available in the approved basic aid project budget which is \$3,942,000.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees award Bid No. 1089 for Saddleback College to construct Portable Village Addition to MJ Contractors, in the amount of \$1,050,000 and approve the Agreement, EXHIBIT C.





105 W. Alameda Ave., Suite 200  
Burbank, CA 91502 USA  
LIC. # 863575  
TEL: (818) 295-3950 - FAX: (818) 295-3952  
e-mail: CHAP@CHAPINC.US

May 8, 2009

Brandye K. D'Lena  
Facilities Planning & Purchasing Director  
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

Re: Bid No. 1089: Portable Village Addition  
Saddleback College  
Request to Withdraw

Dear Ms. D'Lena:

Chap Inc. submitted a bid for the above-referenced construction project. However, a mistake was made in filling out the bid. The mistake in filling out the bid made the bid materially different than Chap intended. The mistake was not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans and specifications.

In particular, Chap entered all monetary figures of its bid into a spreadsheet, including an amount for an allowance. However, as a result of a clerical error, when this information was entered into the spreadsheet, Chap accidentally used the sum of \$100 instead of \$100,000 for the allowance. This resulted in the bid of Chap being \$99,900 too low, not including mark-up for bond, insurance, overhead and profit.

Accordingly, Chap must withdraw its bid as a result of this clerical error. Thank you for allowing Chap to withdraw its bid. Chap looks forward to working with the District in the future.

If you have any questions, please feel free to call me.

Sincerely

Vartan Babayan  
Vice President  
Chap Inc.

A handwritten signature in black ink, appearing to be "V. Babayan", written over a horizontal line.

**BID NO. 1089  
PORTABLE VILLAGE ADDITION  
SADDLEBACK COLLEGE  
MAY 26, 2009**

<b><u>VENDORS</u></b>	<b><u>AMOUNT</u></b>
* CHAP Burbank, CA	\$ 962,000.00
** MJ CONTRACTORS INC. Lake Forest, CA	1,050,000.00
BLUEFIN CONSTRUCTION, INC. Capistrano Beach, CA	1,177,279.00
AVI-CON, INC. dba CA CONSTR. Riverside, CA	1,259,000.00
W.E. CONSTRUCTION, INC. Santa Fe Springs, CA	1,277,700.00
BRAAKSMA CONSTRUCTION, INC. City of Industry, CA	1,285,000.00
FAST-TRACK CONSTRUCTION CORP. Culver City, CA	1,294,500.00
SILVER CREEK INDUSTRIES INC. Perris, CA	1,253,312.00
CALIFORNIA BLDG. EVALUATION Buena Park, CA	1,356,000.00
R. JENSEN COMPANY Norco, CA	1,425,000.00
MEL SMITH ELECTRIC, INC. Stanton, CA	1,483,000.00
ATLAS-ALLIED, INC. Anaheim, CA	1,693,620.00

\* WITHDREW DUE TO ACCOUNTING ERROR.

\*\*RECOMMENDED AWARD

**AGREEMENT**

THIS AGREEMENT, dated the 26 day of May, 2009, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and **MJ Contractors**, 9 Orchard Road, Suite 106, Lake Forest, CA 92630, (949) 454-8684 (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as:

**BID NO. 1089  
PORTABLE VILLAGE ADDITION  
SADDLEBACK COLLEGE**

according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of One Million Fifty Thousand and No/100 Dollars (\$1,050,000..00).

4. The work shall be commenced on or before the fifth (5) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within One Hundred Sixty (160) consecutive calendar days from the date specified in the Notice to Proceed.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of Two Thousand and No/100 Dollars (\$2,000.00) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. **Termination for Cause or Non-appropriation.** In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

(Optional, Additional Provision:) **Termination for Convenience.** DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby 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) Any injury to or death of any person(s) or damage to, loss or theft of any property 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 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, loss or theft of any property caused by any act, neglect, default or 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 work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

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 Governing Board, 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 Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

7. OPTIONAL: Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT's interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	\$1,000,000
--	-------------

and

Subject to the same limit for each person on account of one accident, in an amount not less than	\$1,000,000
Property Damage Insurance in an amount not less than	\$1,000,000
Course of Construction Insurance without exclusion or limitation in an amount not less than	\$1,000,000

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

- Automotive and truck where operated in amounts as above
- Material hoist where used in amounts as above

9. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

10. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Matthew Jafari whose title is President, is authorized to act for and bind the corporation.

11. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

12. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

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

DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Gary Poertner  
Print Name

\_\_\_\_\_  
Print Name

Deputy Chancellor  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

**TO:** Board of Trustees

**FROM:** Dr. Raghu P. Mathur, Chancellor

**RE:** SOCCCD: 2008-09 Contract with Neudesic LLC for Phase 4 of the District Student Information System Development

**ACTION:** **Approval**

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### **BACKGROUND**

At the February 27, 2006 board meeting, the Information Technology Systems Master Plan was presented. This phased plan established a four-year timeline and a \$14,700,000 budget for replacing all of the District's major information systems. The most significant aspect of the plan focuses on the replacement of the district-wide Student Information System (SIS). The plan was undertaken to replace a system that was running on an obsolete platform and would no longer be supported by its vendor in 2010. The four-year cost of replacing and enhancing the current student system is estimated at \$12,000,000

In late fall 2005, following a process recommended by Orange County Department of Education legal counsel, the District solicited Requests for Quotes (RFQs) from five qualified vendors. In early spring 2006, the District participated in a process to evaluate responses to the RFQs. This process evaluated both the competencies and costs for the technology services to be contracted. Neudesic LLC was selected as the contractor with the highest quality rating and lowest costs among the four vendors evaluated. The first phase of the replacement and enhancement of the SIS, completed in 2006-07, focused on the registration component, both the student interface and the staff functionality. The second phase has focused on the data warehouse project and additional key components of registration—student accounts, core records, grade submission, awards management, and an early alert system for matriculation. The third phase focused on class scheduling, instructional staffing, counseling and matriculation, DSPS, and EOPS.

### **STATUS**

The 2009-10 contract (Exhibit A) identifies four components for Phase 4 of development at a cost of \$739,602.00. The \$739,602.00 for 2009-10 is part of the \$14,700,000.00 previously board approved for the phased development of the Information Technology Systems Master Plan.

In order to continue with development of the Student Information System, it is necessary for the vendor to receive approval to plan the scheduling of the technical human resources for this project.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the contract, including the specified component projects and rate schedule, with Neudesic LLC and authorize the expenditure of \$739,602 of previously allocated basic aid revenues for Phase 4 of the Student Information System project.

Item Submitted By: *Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services*



**CONSULTANT AGREEMENT**  
**SPECIAL SOFTWARE ENGINEERING SERVICES**

This AGREEMENT is hereby entered into between the South Orange County Community College District, a public community college district of the state of California, hereinafter referred to as (“DISTRICT”), and Neudesic LLC, a California limited liability company located at 8105 Irvine Center Drive, Suite 1200, Irvine, California, 92618, telephone 800-805-1805, 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:

**I.**  
**Scope Of Work.**

A. Overview. CONSULTANT shall provide the professional services specified herein for purposes of enhancing the District’s Student Information System and Data Warehouse. The work outlined in section B below is beyond the scope of the original 2008-2009 Student Information System development contract.

B. Services To Be Provided By CONSULTANT. Staff resource services, including software engineering, project management, software architecture, business and database analysis, and expert computer programming for the following software development projects:

1. User Acceptance Testing (UAT) and Deployment of Class Schedule module
2. UAT and Deployment of Instructional Staffing module
3. UAT and Deployment of Counseling and Matriculation module
4. Admission and Applications (if needed)

C. CONSULTANT’s Staff. CONSULTANT shall submit for DISTRICT approval a resume of each of individual CONSULTANT assigned to work on this Agreement for prior written approval by the DISTRICT’s two Associate Directors of Administrative/Academic Systems. CONSULTANT agrees to provide the DISTRICT with the resumes (qualifications,

experience and education) at least two weeks prior to assigning the individual to work on this Agreement. The DISTRICT may choose to interview individual CONSULTANTS prior to approving them to work on this Agreement. CONSULTANTS' Senior Project Manager(s), Project Manager(s), Business Systems Analyst Lead(s), Senior Microsoft .NET Architect(s) and other lead positions need written approval from the an Associate Directors of Administrative/Academic Systems prior to beginning work on this Agreement. The DISTRICT shall not be responsible for payment to CONSULTANT for the services of any individual who works on this Agreement without the DISTRICT's prior written consent.

D. Documentation. Functional and technical specification documentation shall be developed by CONSULTANT and delivered to DISTRICT for acceptance by the DISTRICT's Associate Directors of Administrative/Academic Systems. "Documentation" means the documents, manual and written materials (including end-user and technical manuals) developed pursuant to this Agreement. Formal review and acceptance of all written user and technical documentation is required. The documentation may be reviewed by the Associate Directors of Administrative/Academic Systems and designated DISTRICT IT staff and DISTRICT and College end users.

E. Methodology. All work must be completed following documented industry standard agile methodology, protocol and best practices and be previously approved by an Associate Director of Administrative/Academic Systems. Methodology documentation should include the following sections:

1. Methodology overview.
2. Scope and resource management.
3. Process for defining functional and technical specifications.
4. Functional (product backlog) and technical specification documentation.
5. Functional and technical specification review and sign-off by DISTRICT stakeholders. These artifacts are to be consistent with an agile software development methodology. Stakeholders are identified DISTRICT business experts, Education and Support Services and IT technical staff.
6. Code review by DISTRICT IT staff.
7. Unit testing of source code modifications.
8. Module and functionality specific business testing scenarios.
9. Formal user acceptance and sign-off.

F. Quality Assurance And Testing.

During software development, CONSULTANT shall include a phase for quality assurance and testing of all Software. Quality assurance and testing must follow documented

industry standard methodology, protocol and best practices and be previously approved by an appropriate District Associate Director Administrative/Academic Systems. Quality assurance and testing documentation should include the following:

1. Quality assurance and testing overview.
2. Module and functionality testing.
3. Modifications based upon quality control and quality assurance testing results. The CONSULTANT, DISTRICT IT and designated DISTRICT and college end users will conduct quality assurance testing.
4. Release Management:

Develop standards and practices for identifying and resolving billings for software defects, including regression bugs (both pre-release and post-release) and develop definitions of “mission critical” and “non-mission critical” bugs and timelines required for consultant to fix each. These will be developed by CONSULTANT and DISTRICT and included as Exhibit “A” to this Agreement, which is hereby incorporated by reference as if fully set out herein.

G. Deliverables And Modules.

Software Deliverables and Software Modules shall be as specified in writing by CONSULTANT and approved in writing by one of the DISTRICT’s Associate Directors of Administrative/Academic Systems, as needed, based on decisions made during the design process and in consultation with the DISTRICT. “Software Deliverables” are defined as products, including, but not limited to, program source code, model/entity definitions, and build/migration instructions. “Software Modules” are defined as the functioning products of a software development project (a list of such projects is included in Section 1.B of this Agreement) as well as any and all functionality described in the As-Built Documentation delivered by CONSULTANT prior to “Go-live Software release.”

Software documentation must be delivered and accepted by the DISTRICT prior to acceptance of software source code. Below is a general description of each Software Module. Additional functionality will be defined during the software development process, where such functionality fits within the allocated budget and schedule, as agreed upon and formally approved by Associate Directors of Administrative/Academic Systems and designated college end users.

<u>ITEM NO.</u>	<u>MODULE</u>	<u>GENERAL DESCRIPTION</u>
1.	UAT and Deployment of Class Schedule	Feature Includes: <b>Add Class</b> <b>Conflict Checking</b> <b>Instructional Staffing Integration</b> <b>Integration</b> <b>Management Screens</b> <b>Publish Schedule</b> <b>Rollover Terms</b> <b>Integration with SmartSchedule</b>
2.	UAT and Deployment of Instructional Staffing	Feature Includes: Build data pump from Alpha Instructor Search Maintenance Screen OSH functionality Reports

3.	UAT and Deployment of Counseling and Matriculation	<p>Features Include:</p> <p>Student Inquiry with navigation and matriculation test score page</p> <p>Prerequisite Management for registration, student facing screens and In Lieu grade change</p> <p>Studentization process where SIS will consume CCCApply data, handle exceptions/duplicate applications and notification emails.</p> <p>Integration with Cynosure (Online orientation)</p> <p>Integration with CAPP (Assessment and Placement)</p> <p>Registration appointment management and assignment to students.</p> <p>Assessment/Advisement appointments</p> <p>Reporting</p>
4.	Admissions and Applications (If needed)	<p>The CONSULTANT will develop and deploy to production Admissions and Applications if the functionality is not developed in Counseling and Matriculation during Year 3.</p> <p>Feature includes:</p> <p>Screens and functions to capture new student applications by admissions and records users.</p> <p>Studentization process where SIS will consume CCCApply data, handle exceptions/duplicate applications and notification emails.</p>

H. Progress Reports.

1. Project Management Review. Formal review and approval of overall project management resources and project management structure by DISTRICT is required. CONSULTANT shall provide written progress reports to the Associate Directors of Administrative/Academic Systems on a minimum of a quarterly basis, or more frequently if changes occur. One of the Associate Directors of Administrative/Academic Systems has authority to approve such progress reports for the DISTRICT.

2. Quality Assurance & Testing Plan Review. Formal review and approval of overall quality assurance and testing plans, approach and schedule by DISTRICT is required. CONSULTANT shall provide written reports for each module. The reports will be reviewed by the Associate Directors of Administrative/Academic Systems. One of the Associate Directors of Administrative/Academic Systems has authority to approve such reports for the DISTRICT.

3. Monthly Progress Reports. CONSULTANT shall submit to the Associate Directors of Administrative/Academic Systems a detailed written monthly progress report describing the work performed during the reporting period.

I. Formal Progress Meetings.

CONSULTANT and DISTRICT shall conduct formal quarterly schedule of scope management and risk assessment meetings with senior CONSULTANT management. These meetings will involve CONSULTANT project manager(s) on site, other key CONSULTANT staff on site, DISTRICT Associate Directors of Administrative/Academic Systems. CONSULTANT shall provide in writing the following minimum information at the progress meetings:

- Complete and detailed account of the work completed (e.g., modules worked on, functionality developed, documentation written and reviewed, testing and quality assurance completed, involvement of DISTRICT IT staff, etc.) from the last quarterly meeting, as appropriate.
- Cumulative CONSULTANT personnel hours expended by position and dollar amount from the last quarterly meeting, as appropriate.
- Review of any issues and concerns that have arisen and approach to dealing with them or assistance needed from the DISTRICT from the last quarterly meeting, as appropriate.
- Written documentation for each module consistent with agile development methodology management reporting (e.g., Product Backlog, Sprint Backlog and Burndown Chart).
- Planning for the next quarter (e.g., project plan for next quarter software development, any changes in CONSULTANT personnel).

Additional information may be required and will be agreed upon between CONSULTANT and DISTRICT IT. These meetings shall occur at the Information Technology Department of the DISTRICT.

II.  
Term.

CONSULTANT shall commence providing services under this AGREEMENT on April

1, 2009, and will diligently perform as required and complete performance including all acceptance testing by June 30, 2009.

### **III. Compensation.**

DISTRICT agrees to pay the CONSULTANT on an hourly basis according to the Rate Schedule for services as defined above in I. Scope Of Work, section B, item 1 satisfactorily rendered pursuant to this AGREEMENT, fee not to exceed a total of Seven Hundred Thirty Nine Thousand Six Hundred and Two & no/100 (\$739,602.00). CONSULTANT shall perform services based on the hourly rates listed in the Rate Schedule. CONSULTANT shall invoice the DISTRICT bi-weekly, for efforts expended in the prior two-week period and include with each invoice a detailed description of services performed by each of CONSULTANT's personnel and subcontractors, if any. The DISTRICT shall have a fifteen (15) day period from the DISTRICT's receipt of each invoice in which to review, accept or dispute each invoice ("Invoice Review Period"). The DISTRICT shall notify the CONSULTANT within the Invoice Review Period of any concerns regarding the invoice in which case the Parties shall attempt to resolve the dispute in accordance with Article XXVI Disputes. In case of a dispute, if the dispute relates to only specific item(s) within an invoice, that portion of the invoice will be withheld pending attempt to resolve the dispute in accordance with Article XXVI Disputes; the rest of the invoice will be processed for payment at the end of the respective Invoice Review Period. If the dispute is about the invoice in its entirety, then payment on the entire invoice will be withheld pending attempt to resolve the dispute in accordance with Article XXVI Disputes.

CONSULTANT shall submit an itemized invoice in duplicate indicating the Contract Number and charges in accordance with the Deliverables. Invoices are to be rendered only if the items or services have been furnished to and accepted by the DISTRICT. No payment will be made in advance of work performed. The burden of proof regarding disputes as to the accuracy of CONSULTANT invoices shall fall upon CONSULTANT.

The contract Rate Schedule is shown below.

**Neudesic Rate Schedule:**

<b>ROLE / REQUIRED EXPERIENCE</b>	<b>HOURLY RATE</b>
<b><u>MC - Senior Project Manager</u></b>  Experienced and proven senior project manager with at least 10 years experience managing Information Technology projects. Plans, directs and controls projects of 2,000 work-hours or larger. Capable of serving in the role of a Business Systems Analyst, or working with a team of analysts to define project requirements and drive an appropriate solution design. The Senior Project Manager role requires a hands-on approach to managing, directing and controlling successful Information Technology solutions.	\$169
<b><u>EM - Project Manager</u></b>  Experienced and proven project manager with at least 7 years experience managing Information Technology projects. Plans, directs and controls projects of 1,000 work-hours or larger. Capable of serving in the role of a Business Systems Analyst, or working with a team of analysts to define project requirements and drive an appropriate solution design. The Project Manager role requires a hands-on approach to managing, directing and controlling successful software development projects.	\$159
<b><u>PCBSA - Business Systems Analyst – Lead</u></b>  Responsible for maintaining the overall direction and coordination of the requirements gathering efforts for the development process. Develops the templates, approaches and methods used in the analysis and requirements gathering process. Participates in hands-on sessions with end users and organizational stakeholders. Responsible for the work products and quality control of the Business Systems Analysts working beneath them. Familiar with a variety of software development and requirements methodologies such as RUP, MSF, Scrum and Agile. Minimum experience of 7 years in the software requirements gathering space with at least the last 2 in an oversight role.	\$159
<b><u>SCBSA - Business Systems Analyst</u></b>  Responsible for interviewing users and stakeholders to gather functional requirements of the software system. Records these interview sessions into documents that are executed by the development team. Should have a solid understanding of the organizational goals of the client as well as an understanding of the high level capabilities of the chosen technology palette. Strong communication skills and an ability to work within several development methodologies. Minimum of 3 years analysis and requirements gathering in the Microsoft technology space.	\$143



**ACDEV - Senior Microsoft .NET Architect /Technical Lead**

\$169

Experienced and proven solutions architect and software engineer with at least 15 years experience designing and developing software solutions, and 6 or more years focused on Microsoft .NET technology. Capable of designing software architecture for enterprise-level software solutions, developing enterprise architecture components, developing full lifecycle solutions, leading and directing technology teams, mentoring technology teams. Responsible for the successful application of best practices, design patterns, and innovative solutions to each project they touch, the Architect/Technical Lead is expected to make well informed technology decisions for the projects. An expert in several software technology disciplines, this team member is also expected to participate in the development of the solution, and to assist other team members to solve difficult problems.

**PCDEV - Senior Microsoft .NET Technical Lead**

\$159

Experienced and proven solutions architect and software engineer with at least 10 years experience designing and developing software solutions, and 6 or more years focused on Microsoft .NET technology. Capable of designing software architecture for software solutions, developing architecture components, developing full lifecycle solutions, leading and directing technology teams, mentoring technology teams. Responsible for the successful application of best practices, design patterns, and innovative solutions to each project they touch, the Technical Lead is expected to make well informed technology decisions for the projects. An expert in several software technology disciplines, this team member is also expected to participate in the development of the solution, and to assist other team members to solve difficult problems.

**SCDEV - Senior Microsoft .NET Developer**

\$143

Experienced and proven software engineer, with 6-10 years experience designing and developing software and 3-5 years experience developing Microsoft .NET applications for both Client/Server and web-based solutions. Capable of working independently or in a team to develop strong technology solutions using ASP.NET, WinForms, C#, VB.NET, and Transact-SQL, with a strong understanding of .NET Framework internals.

**CCDEV - Microsoft .NET Developer**

\$104

Software engineer with 1-3 years experience in developing web based and thick client applications within the Microsoft development stack. Knowledge of ASP .NET, c# .NET, and their interactions with HTML and SQL Server for business applications.

**CDWEB - Creative Director of Web Solutions**

\$159

A proven and consistent creative force behind web solutions and rich media projects. A Creative Director of Web Solutions provides the creative direction for a project, according to the requirements of the users. The critical role of this person on a web project is to create the design concept (sample comps and/or animations) to define and refine the design of the overall user experience.

**SDWEB - Senior Web Designer**

\$114

Experienced designer of user experience through web media. Skilled and proven in producing rich graphics, animation, and interactive media, consistently following and extending concept designs developed by a Creative Director. Experienced in working with web developers to integrate rich media with program code.

**PCDBA - Senior Database Architect**

\$159

A database architect and business intelligence specialist with at least 10 years experience developing IT solutions. Capable of modeling enterprise databases, architecting database access and security practices, designing high-availability database and data warehouse solutions for the enterprise.

**SCDBA - Database Architect & Developer**

\$143

Creates application level functionality for the database elements of the application suite such as stored procedures, views, indexes and triggers. Ensures that the data elements are high performing and can accommodate the needs of the business logic and user interface modules. 5+ years of developing technologies on Microsoft SQL Server.

**PCQA - QA Director**

\$159

Responsible for creating, planning and directing the quality assurance effort of the project. Works with the client to determine the needs of the user base and anticipated demands on the system. Creates test harnesses (load and functionality) and staging environments for the project. Oversees the defect tracking and resolution process for the project. Involved in key areas of the QA process in a hands-on role. 7+ years of QA work as a team member, with the last 2 in a managerial role.

**SCOA - Senior QA Engineer**

\$126

Self-directed in planning, documenting and executing test cases based on direct interaction with software developers, analysts and end-users. Able to create automated tests (load and functionality) as necessary. Able to manually test a software application according to project test plans and test scenarios. Able to perform rigorous exploratory testing (heuristics-based attacks) with little or no direction. Carries out the testing of the application on both a unit and integration level. Reports defects found into the issue tracking system and re-tests as remedies are deployed. Also responsible for carrying out the load tests for the application. 5+ years in a QA role.

**CCQA - QA Engineer**

\$104

Carries out the testing of the application on both a unit and integration level. Reports defects found into the issue tracking system and re-tests as remedies are deployed. Also responsible for carrying out the load tests for the application. 3+ years in a QA role.

**OFFRE – Offshore India Resource**

\$51

India resources perform the following roles as defined above: EM, ACDEV, PCDEV, SCDEV, CCDEV, SCQA, CCQA. The rate is a blended rate for and will be charged for all Offshore resources.

**IV.**

**Unapproved Expenses.**

DISTRICT shall not be liable to CONSULTANT for any unapproved costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT.

**V.**

**Independent Contractor/Subcontractor Status.**

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.

CONSULTANT has prime contractor responsibility; subcontractors may be used, but the CONSULTANT shall accept full responsibility for subcontractors' performance. The CONSULTANT shall identify all subcontractors, and describe the type of contractual arrangement with all subcontractors. The CONSULTANT shall be responsible for meeting all terms and conditions of this AGREEMENT. The DISTRICT reserves the right to approve/disapprove all subcontractors. In the event the DISTRICT determines that an employee of CONSULTANT or a subcontractor hired by CONSULTANT is unqualified, unruly, or in any way endangering the project, CONSULTANT shall remove the employee/subcontractor at the request of the DISTRICT. This provision shall apply to all CONSULTANT's personnel including the Senior Project Manager.

**VI.**  
**Expenses.**

DISTRICT shall furnish, or reimburse CONSULTANT for DISTRICT approved expenses incurred for materials, equipment, supplies, travel and other items necessary to complete the services to be provided pursuant to this AGREEMENT. Reimbursement of expenses, including travel, will be subject to the DISTRICT's rules and procedures. 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.

Project complexity may require team members to travel to and from India. In addition, offshore India resources may need to travel to the DISTRICT offices. The DISTRICT agrees to pay Travel Expenses. Travel expenses shall include airfare, hotel, meals, Visa application and shipping fees, and ground transportation costs for the team of SOCCCD and Neudesic employees. CONSULTANT will provide an estimate of schedule of charges prior to travel. If schedule of charges is approved by DISTRICT, the DISTRICT will be obligated to pay not to exceed approved schedule of charges.

**VII.**  
**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, or otherwise licensed or publicly released materials suitable for purposes of reasonable use in connection with services provided to DISTRICT by CONSULTANT pursuant to this AGREEMENT.

**VIII.**  
**Copyright/Trademark/Patent.**

All originals and copies of the Work Product, as well as intermediate versions and working papers and all copyrights, trade secrets, know-how, patents, trademarks, and all other

intellectual property rights in the Work Product and all inventions embodied therein (collectively, the "Proprietary Rights") will be the exclusive property of DISTRICT and shall constitute trade secrets owned exclusively by DISTRICT. CONSULTANT hereby assigns and agrees to assign all Proprietary Rights to the DISTRICT, for no further consideration, and agrees to require all its employees, agents, and independent contractors to assign all Proprietary Rights to DISTRICT in a manner consistent with this AGREEMENT. CONSULTANT agrees to assist DISTRICT to register, enforce, and maintain any and all Proprietary Rights in any and all countries considered relevant by DISTRICT in its discretion. CONSULTANT agrees to execute and deliver all documents requested by DISTRICT in connection with such registration and enforcement, and to perfect any such rights in DISTRICT, its licensees, successors, and assigns. At no time, without the prior written consent of DISTRICT, will CONSULTANT use, copy, disclose to any third party, license, transfer, or otherwise exploit the Proprietary Rights. Further CONSULTANT will maintain the confidentiality of the fact that DISTRICT is pursuing development of the Work Product. CONSULTANT will use and maintain appropriate security measures to honor all of such obligations. CONSULTANT consents to the use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters produced under this AGREEMENT, for any purpose and in any medium.

#### **IX.**

#### **Warranty Of Conformity To Specifications.**

CONSULTANT warrants that all Software Deliverables and Software Modules developed by CONSULTANT hereunder shall conform to the specifications provided in this Agreement ("Specifications"). During a period of six (6) months after final acceptance of each of the Software Deliverables and Software Modules by DISTRICT, CONSULTANT shall, at its own expense, provide programming services to correct defects that caused the Software Deliverables and/or Software Modules to fail to conform to the Specifications and that significantly affect performance (as defined in Exhibit "A") in accordance with those Specifications, provided that DISTRICT has notified CONSULTANT thereof and, upon inspection, CONSULTANT has found the Software Deliverables and/or Software Modules to be nonconforming.

#### **X.**

#### **Mutual Termination.**

DISTRICT may, at any time, with or without reason, terminate this AGREEMENT. If DISTRICT terminates DISTRICT shall 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 either party or no later than three days after the day of mailing, whichever is sooner.

DISTRICT or CONSULTANT 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 either party; or (b) any act by either party exposing the other party to liability to others for personal injury or property damage; or (c) Either party is adjudged a bankrupt, if either party makes a general assignment for the benefit of creditors or a receiver is appointed on

account of either party's insolvency. Written notice by either party 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. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by either party shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

The rights and remedies provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

**XI.**  
**Hold Harmless.**

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 (including attorneys' fees), of any nature whatsoever, which may be incurred by reason of:

a. Any injury to or death of any person(s), or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by 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/or

b. Any judgment or proceeding in which it is determined, or any settlement Contract arising out of the allegations, that CONSULTANT's furnishing or supplying DISTRICT with goods, components, programs, practices, or methods supplied by CONSULTANT under this AGREEMENT constitutes an infringement of any patent, copyright, trademark, trade name, trade secret or other proprietary or contractual right of any third party. The foregoing shall not apply unless DISTRICT has informed CONSULTANT as soon as practicable of the suit or action alleging such infringement. CONSULTANT shall not settle such suit or action without the consent of the DISTRICT. DISTRICT retains the right to participate in the defense against any such suit or action. The DISTRICT agrees to provide CONSULTANT with prompt notice of any such claims and to permit CONSULTANT to defend any claim or suit, and that it will cooperate fully in such defense.

**XII.**  
**Insurance.**

CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. 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." No later than July 30, 2007 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. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured under said policy. Consultant agrees to maintain workers' compensation insurance as required under the laws of the state of California.

**XIII.**  
**Assignment.**

This AGREEMENT and/or the obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned or otherwise transferred by the CONSULTANT, without the prior written consent of DISTRICT. Any attempt to make such an assignment without DISTRICT's prior written consent shall be void.

**XIV.**  
**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.

**XV.**  
**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.

**XVI.**  
**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.

**XVII.**  
**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.

**XVIII.**  
**Equal Opportunity 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.

**XIX.**  
**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.



**XX.**  
**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) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. 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: Robert Bramucci

**CONSULTANT:**

Neudesic, LLC  
8105 Irvine Center Dr., Suite 1200  
Irvine, CA 92618  
Attn: Jodi Schlessel

**XXI.**  
**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.

**XXII.**  
**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.

**XXIII.**  
**Force Majeure.**

Notwithstanding any other terms and conditions hereof, in the event that a Party is materially unable to perform any of its obligations hereunder because of severe weather, natural disasters, riots, wars, acts of terrorism, governmental action or other event of force majeure beyond such Party's control, then such Party shall, upon written notice to the other Party thereof, be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such Party shall at all times use its best efforts to resume such performance.

**XXIV.**  
**Taxes.**

CONSULTANT shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this AGREEMENT, and all applicable sales, use, excise, transportation, privilege,

occupational and other taxes applicable to furnish the work performance hereunder and shall save DISTRICT harmless from liability for any such contributions, premiums, and taxes for CONSULTANT employees and sub-contractors, if applicable.

**XXV.**

**Personnel Qualifications And Performance.**

CONSULTANT shall furnish all personnel which may be required to perform the work outlined within this AGREEMENT. CONSULTANT is required to provide qualified personnel and maintain the skill and experience levels of personnel through the AGREEMENT term. All personnel assigned to this AGREEMENT shall be approved by the DISTRICT as specified in Section 1 herein.

**XXVI.**

**Disputes.**

In the event of any disputes or disagreement between the DISTRICT and CONSULTANT with respect to the interpretation of any provision of this AGREEMENT, or to the performance of the parties under this AGREEMENT, each party shall appoint a designated representative to meet, in good faith, to resolve the dispute or to negotiate an adjustment to any provision of this AGREEMENT within two weeks from the date of the communicated dispute. The representatives shall meet as often as the parties deem necessary in order to gather and exchange all applicable information with respect to the matter in issue which the parties believe appropriate to its resolution. No formal proceeding for the judicial resolution of any dispute or disagreement may be commenced until the representatives conclude in good faith that an amicable resolution of the matter in issue through continued negotiation does not appear likely.

**XXVII.**

**Attorneys' Fees And Interest**

In any dispute between the Parties, whether or not resulting in litigation, the party substantially prevailing shall be entitled to recover from the other party all reasonable costs, including, without limitation, reasonable attorneys' fees. In addition, such prevailing party shall be entitled to interest at ten percent (10%) per year from the date any amount should have been paid until the date such amount is paid.

**XXVIII.**

**Records And Audit.**

This AGREEMENT shall be subject to examination and audit for a period of one (1) year after final payment under this AGREEMENT. The examination and audit shall be confined to those matters connected with the performance of the AGREEMENT, including, but not limited to, the costs of administering the AGREEMENT. CONSULTANT shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be included in the performance of this AGREEMENT. CONSULTANT shall preserve and make available records to the DISTRICT and/or other representative agencies having a pecuniary or other bona fide interest in the AGREEMENT including designees of the interested parties for a

period of one (1) year from the date of expiration on this AGREEMENT or until released in writing from this obligation by the DISTRICT.

**XXIX.**  
**Conflicts Of Interest.**

CONSULTANT shall not hire any officer or employee of DISTRICT to perform any service covered by this AGREEMENT. CONSULTANT affirms to the best of their knowledge that there exists no actual or potential conflict between CONSULTANT's family, business, or financial interest and the services provided under this AGREEMENT. In the event of change in either private interests or service under this AGREEMENT, any question regarding possible conflict of interest which may arise as a result of such change shall be raised with the DISTRICT.

**Security Of Existing District Information.**

To preserve the security of campus automated information systems and confidentiality of data pertaining to students, faculty and staff, CONSULTANT and any subcontractors must exercise appropriate and adequate security precautions for such data and systems design information that is made available for the performance of this Agreement.

**XXXI.**  
**Compliance With Statutes And Regulations.**

CONSULTANT warrants and certifies that in the performance of this AGREEMENT, it shall comply with all applicable statutes, rules and regulations and orders, including laws and regulations pertaining to labor, wages, hours and other conditions of employment, and applicable price ceilings, if any. Failure of the DISTRICT to insist on the strict performance of the terms, conditions, and agreements herein contained or any of them shall not constitute or be construed as a waiver or relinquishment of the DISTRICT's right thereafter to enforce strict compliance with any such terms, agreements or conditions, but the same shall continue in full force and effect.

**XXXII.**  
**Limitation of Liability.**

Under no circumstances will NEUDESIC have any liability for any claim arising from or relating to this Agreement in excess of the amount paid to NEUDESIC by Client pursuant to this Agreement or received by NEUDESIC under any insurance policy required to be maintained herein. Neither Party shall have any liability for consequential, incidental, special or indirect damages (including loss of profit and business opportunities) regardless of whether the Party has been advised of, or is aware of, the possibility of such damages.

THIS AGREEMENT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009.

**South Orange County Community College Neudesic, LLC  
District**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Gary Poertner/ Deputy Chancellor

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Social Security or Taxpayer  
Identification Number

#### **EXHIBIT A**

**Standards and practices for identifying and resolving billings rate schedules for Software Deliverables and Modules defects including regression bugs (both pre-release and post-release) and definitions of “mission critical” and “non-mission critical” bugs and timelines required for CONSULTANT to fix each.**

The two major intents of EXHIBIT A are:

1. To provide definitions, criteria and processes for reviewing and resolving two types of post-production issues with software developed by CONSULTANT:
  - a. mission critical issues
  - b. non-mission critical, but important issues
2. Establish acceptable levels of responsiveness by CONSULTANT to repair post-production, mission critical software issues.

3. To define a process and set of criteria for resolving claims for financial remuneration in consideration of mission-critical defects in work product found within a limited time after the work product is in full production release.

EXHIBIT A applies only when all of the following criteria are true:

- Software components and systems were designed, programmed and implemented by CONSULTANT pursuant to this AGREEMENT.
- Defect in software identified by DISTRICT was caused by an agent of CONSULTANT.
- Both DISTRICT and CONSULTANT agree that the identified defect in software meets the criteria stated herein for a “mission critical defect”.
- Defect in software was identified by DISTRICT more than 10 calendar days and less than 60 calendar days after the software was released to full production release.
- Defect in software is not explained by or caused by the requirements, business rules or design guidance provided to CONSULTANT by DISTRICT.

### **Definitions and Examples**

“Mission Critical Defect” shall mean any flaw in the software work product produced by CONSULTANT pursuant to this AGREEMENT that vitally impairs ability for DISTRICT to meet its operational mission as it relates to the intended purpose of said software, and whereupon such flaw is not explained by or caused by the requirements, business rules or design guidance provided to CONSULTANT by DISTRICT.

“Full Production Release” shall mean the single event or moment in time when the software system is made permanently available (and not in a pilot test) to all intended system users for real use in real operational procedures and transactions.

Examples of mission critical defects might include:

- SIS Student Accounts module failing to properly calculate account balance, leading to inaccurate financial records for many students.
- SIS Student Records module that corrupts or loses student grades, name, address, residency status or other similarly critical data elements that are key to records management and State or MIS Reporting requirements.

Examples of issues that are *not* mission critical defects include:

- SIS Student Grades module displaying typographical errors in the descriptive text shown on the faculty grade submission web page.
- SIS Student Accounts module failing to properly calculate account balance for one student transaction during an academic term (e.g. 1 in 50,000).
- A mismatched data value on a small percentage (<1%) of the records between the new SIS database and the clean records in the legacy Alpha database, where that data value does not affect State or MIS Reporting requirements, financial calculations, student transcripts or student enrollment rules.
- A web page that “does not look the way I would prefer”.

- A set of web pages that do not flow the way that some users would prefer, but is capable of performing the intended function, given the proper manual process and user willingness to operate the software.
- Any feature that functions as specified by the appropriately designated user design group, but does not function according to inconsistent, changed or improved thinking.

### **Defect Escalation Process**

DISTRICT will notify CONSULTANT in writing, and within two (2) business days of discovery, of any post-release defects that DISTRICT considers to meet the criteria for remuneration as set forth in EXHIBIT A. DISTRICT will present the necessary information to CONSULTANT to assist in evaluating the defect for EXHIBIT A consideration. For the purposes of repairing any identified post-release mission critical defect, CONSULTANT and DISTRICT will proceed with the escalated defect repair processes without waiting for billing resolution decisions, and CONSULTANT will respond to reported mission critical defects reported within the first 60 days after full production release with consultants to begin investigation and repair within 12 hours during the normal business week and within 24 hours on holidays and weekends. For the purposes of determining any alterations in CONSULTANT billing, within 30 days of written escalation, DISTRICT and CONSULTANT will review and mutually decide upon the disposition of any defect identified by DISTRICT to be a post-release, mission critical defect.

### **Timely Resolution**

Once notified by DISTRICT of a post-release, mission critical defect, CONSULTANT shall either resolve the affected defect within five (5) business days from formal notification, or (in the event that said defect cannot be repaired in that time) provide a written justification for delay and advise DISTRICT of alternative measures that CONSULTANT and/or DISTRICT can take in a more timely manner. If CONSULTANT fails to provide a resolution or an alternative measure within this time window, CONSULTANT will discount contracted bill rate to 20% for any efforts expended by CONSULTANT in connection with resolving the affected defect.

### **Billing Effects**

For any defects that are escalated as described herein and are mutually disposed by DISTRICT and CONSULTANT to meet the criteria described herein, and only if CONSULTANT fails to provided a timely response, the following billing ramifications will take effect:

- CONSULTANT will discount the contracted hourly billing rate by 20% for any efforts expended by CONSULTANT in connection with resolving the affected defect, commencing from the date that CONSULTANT received notification from DISTRICT of the Defect Escalation.
- CONSULTANT will provide to DISTRICT a report of time spent by CONSULTANT in connection with resolving the affected defect.



**TO:** Board of Trustees

**FROM:** Dr. Raghu P. Mathur, Chancellor

**RE:** SOCCCD: MAP Software Partnership

**ACTION:** Approval

---

### **BACKGROUND**

The *My Academic Plan* (MAP) software system was developed by a team of SOCCCD counselors, students, District IT staff, and consultants. The software has served students successfully in our district, being used to create over 42,000 academic plans in a two-year period.

In addition, MAP has received widespread recognition including a 2007 *Technology Focus* award from the state chancellor's office and a state-funded mini grant to explore the feasibility of expanding it into a system that could support other colleges.

Several colleges have approached SOCCCD about acquiring MAP for use at their institutions. Of these, Glendale College and the North Orange County Community College District are particularly interested and have funds available.

### **STATUS**

Neudesic LLC, our Student Information System (SIS) software partner, has proposed forming a partnership with the district to expand MAP into a marketable product. Under their proposal, as described in the Power Point presentation (Exhibit A), Neudesic would be responsible for the sales, support, maintenance, and hosting of MAP for other colleges, while the district would retain all intellectual property rights and share in the revenue.

### **RECOMMENDATION**


The Chancellor recommends that the Board of Trustees authorize the administration to explore a software product partnership with Neudesic LLC, or other interested software companies, and subsequently bring back a proposed agreement to the Board of Trustees for approval.

NEUDESIC

**SOCSCD Business Proposal**

Sales and Maintenance of the MAP product.


May 11, 2009  
 Prepared & presented by: Kurt Dowdle and Todd Smiley  
[www.neudesic.com](http://www.neudesic.com) - [kurt.dowdle@neudesic.com](mailto:kurt.dowdle@neudesic.com) [todd.smiley@neudesic.com](mailto:todd.smiley@neudesic.com)



NEUDESIC


**Agenda**

- Why MAP?
- The Neudesic Difference
- Why Outsourcing?
- Relationship / Business Model
- Sales & Staffing
- Financing
- Discussion



NEUDESIC

**Why MAP?**




NEUDESIC

**Demand for MAP**

- I LOVE IT!
- WOW!
- PERFECT!
- YES!
- MAP helps solve the 2000:1 ratio of students to counselors
- Improves student experience— augments counselor effectiveness
- Counselors, administrators and students love it
- Spontaneous applause during demonstrations

NEUDESIC

**The Neudesic Difference**



NEUDESIC

**What does Neudesic do?**

Services	Product
Outsourcing	Online

Neudesic

**About Neudesic & Microsoft**

- Operates ASP.net, Silverlight.net, IIS.net and WindowsClient.net: 13 million hits, 450,000 registered users
- One of only 50 Microsoft National Systems Integrators
- Neudesic attracts top talent

9 of 130,000 partners

35,000 registered Microsoft partners

**INDUSTRY ACHIEVEMENTS**

- 2005: Microsoft MVP Award
- 2004: Microsoft MVP Award
- 2003: Microsoft MVP Award
- 2002: Microsoft MVP Award
- 2001: Microsoft MVP Award
- 2000: Microsoft MVP Award
- 1999: Microsoft MVP Award
- 1998: Microsoft MVP Award
- 1997: Microsoft MVP Award
- 1996: Microsoft MVP Award
- 1995: Microsoft MVP Award
- 1994: Microsoft MVP Award
- 1993: Microsoft MVP Award
- 1992: Microsoft MVP Award
- 1991: Microsoft MVP Award
- 1990: Microsoft MVP Award

7 COMPANY CONFIDENTIAL

**Integrated Services**

Sales Services

- Sales Strategy
- Sales Process Coordination
- Sales Team Management

Technology Services

- Infrastructure Management
- Feature Development
- Support and Maintenance


Financial Planning

Cash Management

Vendor Management

8 COMPANY CONFIDENTIAL

**Why Outsourcing?**



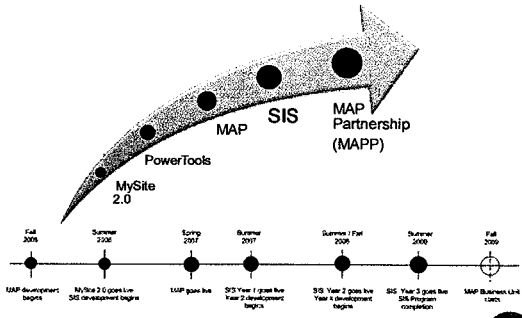
9 COMPANY CONFIDENTIAL

**Why us?**

- SOCCCD + Neudesic = A proven higher education "Dream Team"
- SOCCCD brings:
  - Innovative thinking
  - Higher education thought leaders
  - Deep domain knowledge
  - Long-standing relationships in higher education
  - Excellent reputation
- Neudesic brings:
  - Product & solution sales expertise and reach
  - Microsoft channel partnership
  - Software development breadth and reach
  - Deep experience with SOCCCD & higher education technology


10 COMPANY CONFIDENTIAL

**SOCCCD & Neudesic Relationship**

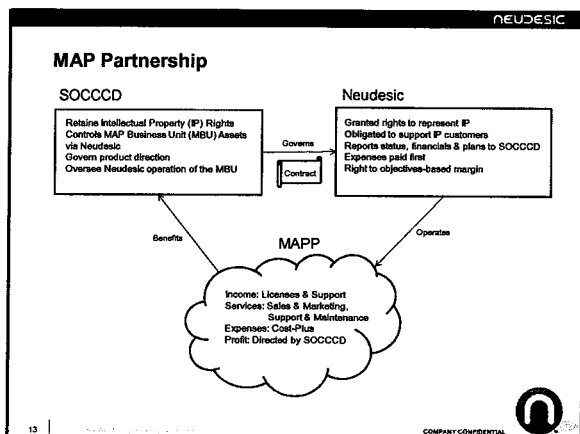


11 COMPANY CONFIDENTIAL

**Relationship / Business Model**



12 COMPANY CONFIDENTIAL



**Sales & Staffing**

The slide features the title 'Sales & Staffing' in the upper left. The Neudestic logo, a stylized 'n' inside a circle, is positioned in the lower right. The slide includes a '14' in the bottom left, 'COMPANY CONFIDENTIAL' at the bottom, and the Neudestic logo in the bottom right.

- Team – Startup Phase**
- Sales
    - 1 Sales Rep part-time
    - Leverage SOCCCD leads
    - Partner with SOCCCD to help close sales
  - Support
    - Depending on funding model, allocate 1-5 engineers
    - Once product is deployed, 1 support technician (grow by demand)
  - Management
    - 1 part-time Director (project management & sales management)
- 
- The slide lists team requirements for the startup phase. It includes a '15' in the bottom left, 'COMPANY CONFIDENTIAL' at the bottom, and the Neudestic logo in the bottom right.

**Financing**

The slide features the title 'Financing' in the upper left. The Neudestic logo is positioned in the lower right. The slide includes a '16' in the bottom left, 'COMPANY CONFIDENTIAL' at the bottom, and the Neudestic logo in the bottom right.

- Cost Model**
- "Cost Plus"
    - Cost: Operational expenses are paid from revenue first.
    - Plus: Margin and employee incentives are tiered based on monthly revenue, and paid second.
    - Net: Profits are directed for use by SOCCCD.
  - Advantages
    - Rewards high performance
    - Costs guaranteed by revenue
    - Profits may be reinvested into product or new development
- 
- The slide details the cost model. It includes a '17' in the bottom left, 'COMPANY CONFIDENTIAL' at the bottom, and the Neudestic logo in the bottom right.

- Two Options - Initial Customer Group**
- Larger
  - Smaller
- 
- The slide presents two options for the initial customer group. It includes a '18' in the bottom left, 'COMPANY CONFIDENTIAL' at the bottom, and the Neudestic logo in the bottom right.

NEUDESIC

### Larger: Initial Customer Group

- Precondition
  - X Number of Colleges
  - SOCCCD provides Intellectual Property
  - Neudesic provides services
- Initial Investment
  - Zero monetary investment from SOCCCD or Neudesic
  - License revenue from X number of customers
- Startup Timeframe
  - Formation of customer group
- Benefit
  - More funding
  - Quicker to universalize
- Disadvantages
  - Higher risk
  - Longer time to startup
- Fund Profile
  - SOCCCD managed account is fully funded by License Revenue
- Operational Fees
  - Cost Plus Model

COMPANY CONFIDENTIAL

NEUDESIC

### Smaller: Fund Build-Up

- Precondition
  - Two Colleges (Glendale + NOCCCD)
  - SOCCCD provides Intellectual Property
  - Neudesic provides services
- Initial Investment
  - Zero monetary investment from SOCCCD or Neudesic
  - Limited working capital (2+ customers)
  - Or, leverage Microsoft Financing to universalize
- Startup Timeframe
  - Immediately
- Benefit
  - Test viability with low risk
  - Faster to startup
- Disadvantages
  - Less Money
  - Longer to universalize
- Fund Profile
  - Growth in SOCCCD managed account is slower
  - Opportunity to create MAP product builds over time
- Operational Fees
  - Cost Plus Model

COMPANY CONFIDENTIAL

NEUDESIC

### Contract Features

- SOCCCD retains ownership
- Neudesic provides sales, support and management
- Bottom line: the contract will be structured to strengthen relationship between SOCCCD and Neudesic

COMPANY CONFIDENTIAL

NEUDESIC

### Next Steps

## Discussion

COMPANY CONFIDENTIAL

NEUDESIC

Thank you.

SM

NEUDESIC

Neudesic is a member of the SOCCCD family of companies. SOCCCD is a 501(c)(3) non-profit organization. Neudesic is a for-profit company. SOCCCD provides intellectual property to Neudesic. Neudesic provides services to SOCCCD. SOCCCD provides services to Neudesic. Neudesic provides services to SOCCCD. SOCCCD provides services to Neudesic.

**TO:** Board of Trustees

**FROM:** Dr. Raghu P. Mathur, Chancellor

**RE:** SOCCCD: Board Policy Revision: BP-3205: Insurance, BP-4220: Substitute Classified Employees, BP-5600: Associate Degree Requirements, BP-5609: Matriculation, BP-4016: Drug-Free Environment and Drug Prevention Program, BP-4073: Faculty Reassigned Time and Stipends, BP-3520: Refreshment and Meals at District Functions, BP-3006: Sustainability, BP-5622: Certified Professional Secretary Examination, BP-5624: California State Board of Cosmetology License

**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**

Ten 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, which was established by Chancellor Mathur, and includes collegial consultation group representatives.

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Cabinet on April 16, 2009 for review and recommendation to the Chancellor and presented to the Board of Trustees for review and study at the April 27, 2009 board meeting.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept for discussion/approval the board policies, as shown in EXHIBIT A through J.

# BOARD POLICY

3205

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## RISK MANAGEMENT INSURANCE

~~It shall be the policy of the Board of Trustees of the South Orange County Community College District to maintain a Risk Management Program consistent with all legal requirements pertaining thereto and within the financial capability of the district, providing a program of protection and/or insurance against:~~

~~Loss, damage, or disability as mandated by the Education, Government, Labor, Insurance, and other pertinent Codes of the State of California, to include, but not limited to: loss or damage to the real and personal property of the district, liability of the district and/or the personal liability of members of the Board of Trustees and employees of the district for damages to persons or property, including injury or death, losses due to employee dishonesty, worker's compensation/ employer's liability, and the provision of a program of health and welfare benefits for employees to the limits established by the Board of Trustees.~~

~~Under the provisions of this policy, the Chancellor shall develop and maintain rules and regulations necessary to implement and administer all aspects of this policy (Calif. Ed. Code, Section 70902).~~

The Chancellor or his/her 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 Section 72506 as follows:

Liability for damages for death, injury to persons or damage or loss of property;

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 damage 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.

Worker's compensation insurance.

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; 81601, et seq.

Adopted: 4-08-91

Revised: 4-26-99

Revised: 9-29-03

# BOARD POLICY

4220

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

PERSONNEL

## SUBSTITUTE CLASSIFIED EMPLOYEES

A substitute classified employee is a person employed to replace any classified employee who is temporarily absent from duty. Persons employed as substitutes are not members of the Classified Service (Calif. Ed. Code, Section 88003).

The substitute pay rate is computed at Step 1 of the hourly rate of the classification the substitute is assigned. Exceptions may be made based on previous experience within the District in the same or similar position upon the review and request of the administration in consultation with the Office of Human Resources.



# BOARD POLICY

5600

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

STUDENTS

## ASSOCIATE DEGREE REQUIREMENTS

Upon completion of the graduation requirements as approved by the South Orange County Community College District Board of Trustees and stated in either the Irvine Valley College or Saddleback College catalog, and filed with the State chancellor's Office, the Board of Trustees will confer the Associate in Arts or Associate in Science Degree per Title 5, California Code of Regulations, Sections ~~55800-55810~~.55060 et seq.

- I. The South Orange County Community College District Board of Trustees shall confer the degree of Associate in Arts or Associate in Science upon a student who has demonstrated competence in reading, written expression and mathematics, and who has satisfactorily completed at least 60 semester units of college work. This course work requirement must be fulfilled in a curriculum accepted toward the degree by either college in the district (as shown in its catalog). It must include at least 18 semester units in general education and at least 18 semester units in a major as prescribed in this section. Of the required units, at least 12 semester units must be completed in residence at the college granting the degree. Exceptions to residence requirements for the associate degree may be made by the South Orange County Community College District Board of Trustees when it determines that an injustice or undue hardship would be placed on the student.
  - A. Major Requirements. At least 18 semester units of study taken in a single discipline or related disciplines, as listed in the California Community Colleges "Taxonomy of Programs" shall be required.
  - B. General Education Requirements. Students receiving an associate degree shall complete a minimum of 18 semester units of general education, including a minimum of three semester units in each of the areas (1), (2), and (3) and the same minimum in each part of (4). The remainder of the unit requirement is also to be selected from among these four divisions of learning:
    1. Natural Sciences. Courses in the natural sciences are those which examine the physical universe, its forms, and its natural phenomena. To satisfy the general education requirement in natural sciences, a course shall be designed to help the student develop an appreciation and understanding of the scientific method and encourage an understanding of the relationships between science and other human activities. This category would include introductory or integrative courses in astronomy, biology, chemistry, general physical science, geology, meteorology, oceanography, physical geography, physical anthropology, physics and other scientific disciplines.

2. Social and Behavioral Sciences. Courses in the social and behavioral sciences are those which focus on people as members of society. To satisfy the general education requirement in social and behavioral sciences, a course shall be designed to develop an awareness of the methods of inquiry used by the social and behavioral sciences. It shall be designed to stimulate critical thinking about the ways people act and have acted in response to their societies and should promote appreciation of how societies and social subgroups operate. This category would include introductory or integrative survey courses in cultural anthropology, cultural geography, economics, history, political science, psychology, sociology, and related disciplines.
3. Humanities. Courses in the humanities are those which study the cultural activities and artistic expressions of human beings. To satisfy the general education requirement in the humanities, a course shall be designed to help the student develop an awareness of the ways in which people through the ages and in different cultures have responded to themselves and the world around them in artistic and cultural creation and help the student develop an aesthetic understanding and an ability to make value judgments. Such courses could include introductory or integrative courses in the arts, foreign languages, literature, philosophy, and religion.
4. Language and Rationality. Courses in language that cover the principles and applications of language toward logical thought, clear and precise expression, and critical evaluation of communication in whatever symbol system the student uses.
  - a. English Composition. Effective for all students admitted to a community college for the Fall 2009 term or any term thereafter, competence in written expression shall be demonstrated by obtaining a satisfactory grade in an English course at the level of the course typically known as Freshmen Composition (either Freshman Composition or another English course at the same level and with the same rigor, approved locally) or by completing an assessment conducted pursuant to the subchapter 6 of this chapter (commencing with Section 55500) and achieving a score determined to be comparable to satisfactory completion of the specified English course. Satisfactory completion of an English course at the level of Freshman Composition shall satisfy both this competency requirements and the coursework requirement set forth in subdivision (b)(1)(D)(i) of this section. The competency requirements for written expression may also be met by obtaining a satisfactory grade in courses in English taught in or on behalf of other departments and which, as determined by the local governing board, require entrance skills at a level equivalent to those necessary for Freshman composition. Requirements for demonstrating competency in reading shall be locally determined.

Adopted: 5-15-89

Technical Update: 4-26-99

Revised: 6-25-01

Revised: 4-28-08



- (a) develop and refine the skills needed to acquire knowledge and communicate effectively;
- (b) employ science as a dynamic method of observation;
- (c) appreciate individuals as members of society or components of society;
- (d) study culture for increased aesthetic enlightenment and appreciation of creative contributions;
- (e) expand their understandings of American institutions and ideals; and
- (f) gain experiences leading to a better self-understanding.

III. TYPES OF COURSES APPROPRIATE TO THE ASSOCIATE DEGREE (TITLE 5, SECTION 55805.5)

The criteria established by the South Orange County Community College District Board of Trustees to implement its philosophy on the associate degree shall permit only courses that conform to the standards specified in Section 55002(a) and that fall into the following categories to be offered for associate degree credit:

- A. All lower division courses accepted toward the baccalaureate degree by the California State University or University of California or designed to be offered for transfer.
  - B. Courses that apply to the major in non-baccalaureate occupational fields.
  - C. English courses not more than one level below the first transfer level composition courses.
  - D. All mathematical courses above and including elementary algebra.
- IV. Each college shall review, define and publish its general education philosophy statement and graduation requirements consistent with Title V and this board policy. Any revisions to the general education philosophy statement and graduation requirements shall be subject to approval by the South Orange County Community College District Board of Trustees.

Adopted: 5-15-89  
Technical Update: 4-26-99  
Revised: 6-25-01  
Revised: 4-28-08

# BOARD POLICY

5609

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

STUDENTS

## MATRICULATION

To assist in attaining equality of educational opportunity and success for the students in the South Orange County Community College District, the colleges shall provide students opportunity for (1) access, (2) equitable, quality education, and (3) successful attainment of their educational objectives, with full range of support services through matriculation, all of which acknowledge the requirements and intent of the Seymour Campbell Act of 1986 (Calif. Ed. Code, Section 78210 et. seq.; Title 5, Calif. Code of Regulations, Sections 55500-~~55534~~ et. seq.).

# BOARD POLICY

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

4016  
PERSONNEL

## DRUG-FREE ENVIRONMENT AND DRUG PREVENTION PROGRAM

The District shall be free from all ~~drugs and from the~~ unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in all facilities under the control and use of the District.

Any student or employee who violates this policy will be subject to disciplinary action, consistent with local, state, or federal law, which may include the referral to an appropriate rehabilitation program, suspension, demotion, expulsion, or dismissal.

The Chancellor or his/her designee shall assure that the District distributes annually to each student and employee the information required by the Drug-Free Schools and Communities Act Amendments of 1989 and complies with other requirements of the Act.

Adopted: 5-15-89  
Revised: 4-26-99  
Revised: 10-26-04

# BOARD POLICY

4073

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

PERSONNEL

## FACULTY REASSIGNED TIME AND STIPENDS

A faculty member's primary assignment is to provide teaching, library, and counseling services as described in Board Policy 4309 Duties and Responsibilities of the Faculty and SOCCCD Faculty Association Master Agreement. In addition, faculty is expected to fulfill an essential leadership role in the coordination of programs and in the representation of faculty in the effective participation in college and district governance. Specifically, Education Code Section 70902, "Duties and Responsibilities of the Board of Trustees," states that the Board of Trustees shall:

(b) (7) Establish procedures that are consistent with minimum standards established by the board of governors to ensure faculty, staff, and students the opportunity to express their opinions at the campus level, to ensure that these opinions are given every reasonable consideration, to ensure the right to participate effectively in district and college governance, and to ensure the right of academic senates to assume primary responsibility for making recommendations in the areas of curriculum and academic standards.

### I. REASSIGNED TIME

Reassigned time is part of a faculty load that is subtracted from the faculty's primary assignment to create time for leadership functions. When coordination of a program or engaging in effective college or District participation requires significant amounts of time in addition to the faculty member's primary assignment, the President of the college may recommend reassigned time for the faculty leader to the Chancellor.

### II. STIPENDS

A stipend is a monetary payment to faculty that does not result in a reduction in a faculty's primary assignment. When a college president determines that program coordination or effective participation warrants compensation, a stipend may be paid to the faculty member following recommendation to the Chancellor and approval by the Board of Trustees.

### III. EQUITY

The amount of a stipend or reassigned time will be calculated using objective and relevant workload measures that promote equitable compensation for leadership assignments.

IV. ACCOUNTABILITY

The expected outcomes of the leadership assignment shall be specified and approved in advance by the college president.

V. LIMITATIONS

The Board of Trustees may establish limitations on the total expenditures for reassigned time and stipends as a part of the budget approval process. If a percentage cap is chosen, then each college will be assigned a percentage that takes into consideration the size of the college and need.

VI. EXCLUSIONS

The Board of Trustees may exclude some stipend and reassigned time expenditures from a college's limitation or establish separate limitations for them. The costs of reassigned time and stipends awarded to the SOCCCD Faculty Association, accreditation, service to certain state-wide community college organizations, and grants and categorical monies would be excluded from college specific calculations. Stipends and Reassigned time for non-reoccurring assignment would be excluded from college specific calculations, by recommendation of the President and approval of the Chancellor.



# BOARD POLICY

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

3520

BUSINESS

## REFRESHMENTS AND MEALS AT DISTRICT FUNCTIONS

The Board of Trustees encourages public participation and awareness of community college district programs and activities through direct personal contact with individuals and community groups. The Board believes that the serving of refreshments and meals for District approved functions facilitates communication and increases public awareness of, the District and its colleges, and improves participation in District sponsored meetings and functions.

The Board of Trustees authorizes the serving of refreshments and/or meals at functions referenced below and designate the Chancellor or his/her designee to approve or disapprove all such requests prior to the event which are:

1. Events open to the public and/or representatives of other educational agencies;
2. Board, District-wide, College-wide and ATEP meetings, with college and/or district staff which may or may not include an outside partner representative (does not include division/school, departments or committee meetings).
3. Meetings including workshops, training and retreats, which are of sufficient length (greater than 4 hours) as to interfere with normal meal and break periods. One example could be a full workday training meeting during which break time refreshments and lunch are brought to the participants so that training can continue efficiently.

The cost of refreshments and meals which are served at duly authorized activities in accordance with this policy shall be paid from District funds and shall meet all legal and District requirements for expenditure of District funds (California Education Code, Section 70902). All expenses requisitions must be submitted using object code 5271 to the Directors of Fiscal Services at each college for approval through the Escape process. The District Director of Fiscal Services will be the Chancellor's designee for District final approval for all events.~~Chancellor on a "Request for Funds" (Form FS112).~~ These expenditures shall be prudent and reasonable and the benefit to an individual may only be incidental.

State Staff Development funds may not be used for meals or refreshments, except for travel pursuant to AR 4052.

Adopted: 11-05-90  
Revised: 4-26-99  
Revised: 9-29-03  
Revised: 4-28-08

# BOARD POLICY

3006

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## SUSTAINABILITY

The South Orange County Community College District will develop practices and procedures that continue the legacy of leadership in sustainability in all areas of the colleges, including faculty and staff development, instruction, operations, construction, facilities, land use, energy conservation, and environmental integrity. The Energy and Sustainability Regulation will include goals and guidance for all facets of the college that ensure the evolution of best practices in sustainability.

**BOARD POLICY**  
SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

**5622**  
STUDENTS

CERTIFIED PROFESSIONAL SECRETARY EXAMINATION

~~Students passing the Certified Professional Secretary Examination (see review courses listed under Office Administration, OA201 and OA202) will be awarded the Secretarial Administrative Certificate and will be allowed to use those named courses as units completed toward the Associate in Arts Degree (Title 5, Calif. Code of Regulations, Section 55753).~~

~~The qualified student should obtain a general petition form from the Admissions and Records Office or the Counseling Office and should submit the completed petition for this credit by examination, together with verification of the passing of the Certified Professional Secretary Examination, to the administrator of the Business Science Division/School for processing.~~

DELETE

# BOARD POLICY

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

5624  
STUDENTS

## CALIFORNIA STATE BOARD OF COSMETOLOGY LICENSE

~~Holders of current California State Board of Cosmetology licenses completing all general education requirements and the residency requirements as listed under Graduation Requirements, will be given full credit for the cosmetology major (48 units). A copy of the current license shall be presented to the Office of Admissions and Records prior to the deadline for application for graduation (Calif. Ed. Code, Section 70902).~~

DELETE

**TO:** Board of Trustees

**FROM:** Dr. Raghu P. Mathur, Chancellor

**RE:** SOCCCD: Board Policy Revision: BP-3340: Cellular Telephone/Personal Digital Assistant Usage

**ACTION:** Acceptance for Review and Study

---

### **BACKGROUND**

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and be in compliance with current laws and regulations.

### **STATUS**

One board policy is presented to the board for "Review and Study." The new language and amendments to the board policy was reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council, which was established by Chancellor Mathur, and includes collegial consultation group representatives.

Legal counsel has been involved throughout the review process. The proposed policy was presented to the Chancellor's Cabinet on May 14, 2009 for review and recommendation to the Chancellor.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept for review and study the board policy, as shown in EXHIBIT A.

# BOARD POLICY

3340

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## CELLULAR TELEPHONE / PERSONAL DIGITAL ASSISTANT USAGE

The Chancellor or designee shall establish an Administrative Regulation relating to an allowance for the use of a cellular telephone/personal digital assistant (PDA) in conjunction with District business.

### I. BOARD OF TRUSTEES

The SOCCCD Board of Trustees may be reimbursed for their District business use of a cellular telephone. Requests for reimbursement shall be submitted to the Chancellor. The reimbursement shall not exceed \$65 per month.

### II. EMPLOYEES OF THE DISTRICT

The Chancellor/College Presidents may designate employees to receive a monthly allowance for the use of a cellular telephone or personal digital assistant. The allowance shall not exceed \$65 per month for a cellular telephone or \$130 per month for a personal data device. Employees experiencing high usage may request a high usage allowance upon proper documentation as required in AR 3340.

Motor vehicle drivers may not use wireless or cellular telephones while operating their vehicles without a hands-free listening device and shall comply with all requirements of California law regarding the use of wireless or cellular telephones in vehicles.

#### References:

Vehicle Code Sections 12810.3, 23123, and 23124;

**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** Irvine Valley College: 2009-10 Faculty Hiring  
**ACTION:** Approval

---

**BACKGROUND**

Irvine Valley College is dedicated to serving the educational needs of its students. A high priority in advancing the mission of the college is to increase the number of qualified full-time faculty. Through the collegial consultation process at Irvine Valley College, new and replacement full-time faculty positions are reviewed and prioritized.

**STATUS**

Currently, there is a counselor vacancy in the DSPS department, which impacts the success of students with disabilities. The Academic Senate has recommended that the position be filled. This replacement position is categorically funded, and thus there is no cost to the General Fund.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the hiring of a replacement for the vacant DSPS Counselor position.

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

**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** Saddleback College: Adopt Resolution No. 09-11: Classified Employee Layoff  
**ACTION:** Approval/Ratification

---

**BACKGROUND**

As a result of the completion of 3D Modeling Grant and termination of funding, it is necessary to eliminate one categorically funded position through layoff.

**STATUS**

The categorically funded classified position in Exhibit A shall be eliminated. Order of layoff shall be determined in accordance with the collective bargaining agreement.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 09-11 to approve the reductions and/or discontinuance of classified services shown in Exhibit A.



**South Orange County Community College District**

**GOVERNING BOARD  
RESOLUTION 09-11**

**CLASSIFIED LAYOFF RESOLUTION**

BE IT RESOLVED that the Governing Board of the South Orange County Community College District, pursuant to the recommendation of the Chancellor, hereby determines that the following categorically funded classified position be eliminated, as of July 10, 2009, due to a lack of work and/or lack of funds:

<u>Number of Positions</u>	<u>Job Classification</u>	<u>Assigned Time</u>	<u>Disposition</u>
<i>1</i>	<i>Program Senior Laboratory Technician Categorically funded – 3D Modeling Grant Pos #3797 Saddleback College Classified Range 130</i>	<i>20 hours/week 11 months/year</i>	<i>Eliminate</i>

BE IT FURTHER RESOLVED by the Governing Board as follows:

1. That due to a lack of funds and/or lack of work, the number classified positions and/or employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 88127 and Article 17 of the Collective Bargaining Agreement (“Agreement”) between the District and the California School Employees Association – Chapter 586.
2. That the Chancellor, or his designee, is directed to give notice of layoff to the affected classified employee pursuant to the requirements of law and the Agreement.
3. That said layoff shall become effective on July 10, 2009.
4. That employee laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code Section 88117 and the Agreement, Article 17.

The foregoing resolution is hereby ratified by the South Orange County Community College District Governing Board on the 26<sup>th</sup> day of May, 2009 by the following vote.

\_\_\_\_\_  
Donald P. Wagner, President

\_\_\_\_\_  
John S. Williams, Vice President

\_\_\_\_\_  
Thomas A. Fuentes, Clerk

\_\_\_\_\_  
William O. Jay, Member

\_\_\_\_\_  
David B. Lang, Member

\_\_\_\_\_  
Marcia Milchiker, Member

\_\_\_\_\_  
Nancy Padberg, Member

\_\_\_\_\_  
Dr. Raghu P. Mathur, Chancellor  
and Secretary to the Governing Board

**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** Academic Personnel Actions – Regular Items  
**ACTION:** Approval/Ratification

---

**BACKGROUND**

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

**STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

Those academic personnel actions shown in Exhibit A and B are presented to the Board of Trustees for approval/ratification to be effective on the dates as shown on the Exhibit.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve/ratify the academic personnel actions as shown in Exhibit A and B.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS**

**A. NEW PERSONNEL APPOINTMENTS**

**1. ACADEMIC EMPLOYMENT**

- a. RETTELE, BRAD, ID #13117 is to be employed as a full-time, temporary Anthropology Instructor, one semester emergency appointment, Division of Social and Behavioral Sciences, Saddleback College, effective August 17, 2009 through December 21, 2009. Approximate Salary Placement: Class II, Step 10. This is a temporary replacement for Claire Cesareo-Silva.
- b. SMITH, SHADRACH, ID #14243 is to be employed as a full-time, temporary Emergency Medical Technician Instructor, one year emergency appointment, Division of Health Sciences and Human Services, Saddleback College, effective August 17, 2009 through May 21, 2010. Approximate Salary Placement: <sup>1</sup>Class I, Step 6. This is a temporary replacement for Howard Adams.

**2. 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>
Bajracharya, Jayendra	MS/Biology	Biology, IVC	II/6	08/24/09
Gonzalez, Carly	MS/Mathematics	Mathematics/SC	II/6	08/24/09
Gross, Jacqueline	MA/Industrial Design	Graphic Design/IVC	II/6	05/26/09
Lopez, Eduardo	MA/Public Admin.	Political Science/IVC	II/6	07/06/09

**3. 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>
<sup>2&amp;3</sup> Escanlante, Mario	MA/Counseling	Counseling/SC	II/6	04/16/09
<sup>1</sup> Garcia, Eric	MS/Counseling	Counseling/SC	II/6	04/27/09
<sup>1</sup> Villegas-Silva, Claudia	MA/Spanish	Spanish/IVC	II/6	04/27/09

<sup>1</sup> Discipline in which a Master's Degree is not Generally Expected or Available.

<sup>2</sup> Emergency hire. Currently working part-time as a Project Specialist in the Counseling Division at Saddleback College.

<sup>3</sup> Currently working part-time as a Project Specialist in the Counseling Division at Saddleback College.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

**EQUIVALENCY**

As outlined in the Academic Hiring Policies, Division 1, Part 4, Section 3B, Review of Equivalent Minimum Qualifications, members of the hiring committee, including faculty with discipline expertise, have met and rendered an affirmative decision that each recommended candidate possesses the educational background equivalent to the minimum qualifications for each respective position. As such, the following individuals are submitted for approval/ratification as part-time instructors under Equivalencies as outlined in the Title 5 Regulations and Minimum Qualifications, Article 2, Section 53430.

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Supe, Jose	MS/Public Admin.	Physical Ed/IVC	II/6	04/20/09

Equivalency is based upon a Master of Science degree in Public Administration and a Bachelor of Arts degree in Business Management from California State University, Los Angeles. Mr. Supe is the Director for the Southern California Youth Soccer Organization of Santa Ana, California, where he has worked since November 2001. For almost ten years, Mr. Supe has been a coach for Tustin United Soccer Club as well as California Youth Soccer Organization. Mr. Supe is a licensed coach with the Union European Football Organization, with the United States Soccer Federation, and with the Brazilian Soccer Federation. Previously, Mr. Supe was the Technical Director for the Orange County Zodiac Soccer Team.

**B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE ACADEMIC ADMINISTRATIVE POSITION**

1. DEAN OF ACADEMIC PROGRAMS, STUDENT LEARNING, AND RESEARCH, Academic Administrator Salary Schedule Category II, Office of Instruction, Irvine Valley College, seeks authorization to establish and announce this full-time, Academic Administrative position within its staff complement, effective April 28, 2009. This position reports to the Vice President of Instruction. (See Exhibit B, Attachment 1)

**C. ADDITIONAL COMPENSATION: GENERAL FUND**

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2008/2009 and 2009/2010 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount</u>	<u>Effective Date</u>
Altman, Cheryl	Coordinator, Reading Lab/SC	\$ 1,721.00	08/24/09-12/21/09
Bagwell, Janet	Co-Chair, Reading Lab/SC	1,721.00	08/24/09-12/21/09
Bander, Carol	Co-Chair, ESL Dept./SC	1,721.00	08/24/09-12/21/09
Barrows, Morgan	Chair, Env. Stud./Marine Sci./SC	2,581.50	08/24/09-12/21/09
Braatz, Timothy	Chair, History/SC	2,581.50	08/24/09-12/21/09
Brower, Brian	CIM SLO, Fall 08/SC	159.15	08/25/08-12/22/08
Bruno, Brenda	Faculty Trainer, Eng. Comp/Dist.	1,939.00	08/13/08-12/16/08
Camelot, Allison	Chair, Women/Gender Stud./SC	1,721.00	08/24/09-12/21/09
Camelot, Allison	Chair, Sociology/SC	1,290.75	08/24/09-12/21/09
Castroconde, Miriam	Coord., Math Tutorial Ctr/IVC	2,041.05	05/27/09-08/17/09
Castroconde, Miriam	Coord., Math Tutorial Ctr/IVC	3,442.00	08/24/09-12/21/09

**C. ADDITIONAL COMPENSATION: GENERAL FUND - Continued**

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2008/2009 and 2009/2010 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount</u>	<u>Effective Date</u>
Cesareo-Silva, Claire	Coord., Educ'l Plan/Access/SC	\$ 8,164.20	05/26/09-08/14/09
Cesareo-Silva, Claire	Chair, Anthropology/SC	1,290.75	08/24/09-12/21/09
Cesareo-Silva, Claire	Chair, Cross Cultural Studies/SC	2,065.20	08/24/09-12/21/09
Chandra, Iyoti	CIM SLO, Fall 08/SC	31.83	08/25/08-12/22/08
Chattopadhyay, C.	Co-Chair, Honors Program/SC	2,735.01	05/26/09-08/14/09
Chattopadhyay, C.	Co-Chair, Honors Program/SC	6,884.00	08/24/09-12/21/09
Chin, Lem	Chair, Architecture/Drafting/SC	1,721.00	08/24/09-12/21/09
Cobos, Ana Maria	Chair, Library Dept./SC	3,442.00	08/24/09-12/21/09
Cosgrove, Robert	President, Academic Senate/SC	4,082.00	05/26/09-08/14/09
Cosgrove, Robert	Accreditation Steering Comm./SC	4,082.00	05/26/09-08/14/09
Cox, Barbara	Chair, Business Dept./SC	2,753.60	08/17/09-12/21/09
Davis-Allen, Lisa	Chair, Visual Arts/IVC	1,721.00	08/24/09-12/21/09
Davison, John	Co-Chair, Physical Science/IVC	1,721.00	08/24/09-12/21/09
DeAguero, Walter	Chair, Accounting Dept./SC	2,719.18	08/17/09-12/21/09
Denton, Suzanne	Chair, CFS/Food & Nutrition/SC	1,721.00	08/24/09-12/21/09
Dominguez, Carmen	Pres. Elect/Academic Senate/SC	2,735.01	05/26/09-08/14/09
Dominguez, Carmen	Chair, Accreditation Comm./SC	12,246.30	05/26/09-08/14/09
Duquette, Janice	Chair, PE/Kinesiology/Athl./SC	6,884.00	08/24/09-12/21/09
Etter, William	Co-Chair, English/IVC	2,581.50	08/24/09-12/21/09
Evancoe, Eugene	Chair, Elect Tech/CMT/SC	1,721.00	08/24/09-12/21/09
Farnsworth, Robert	Chair, Horticulture/SC	1,721.00	08/24/09-12/21/09
Faseler, Shannon	Facilitator, Art Gallery/IVC	2,753.60	08/24/09-12/21/09
Fesler, Susan	Chair, Languages/IVC	3,442.00	08/24/09-12/21/09
Fennell, Patrick	Chair, Theatre Dept./SC	1,376.80	08/24/09-12/21/09
Fier, Scott	Chair, Chemistry/SC	2,581.50	08/17/09-12/21/09
Fisher, Katherine	Coordinator, English/SC	1,721.00	08/24/09-12/21/09
Forouzesh, Jennifer	Chair, Nursing/SC	3,442.00	08/24/09-12/21/09
Fox, Lindsay	Chair, Fashion/SC	1,721.00	08/24/09-12/21/09
Gabriella, Wendy	President, Academic Senate/IVC	4,082.10	05/26/09-08/16/09
Gabriella, Wendy	Co-Chair, Accreditation/IVC	4,082.10	05/26/09-08/16/09
Gillay, Carolyn	CIM SLO, Fall 08/SC	95.49	08/25/08-12/22/08
Gilman, Bruce	Co-Chair, English Dept./SC	2,581.50	08/24/09-12/21/09
Goodman, Richard	Liaison, So. County Drug Court/SC	2,202.88	08/24/09-12/21/09
Goodman, Richard	Co-Chair, Human Services/SC	1,721.00	08/24/09-12/21/09
Haeri, Mitchell	Chair, Astronomy/Physics/SC	1,721.00	08/17/09-12/21/09
Haggerty, A. Lee	President, SOCCCDFA/SC	1,387.91	05/26/09-08/14/09
Hardick, Randy	Chair, EMT Program/SC	1,721.00	08/24/09-12/21/09
Hastings, Ronald	Emeritus SLO, Fall 08/SC	31.56	08/25/08-12/22/08
Hastings, Ronald	Chair, Adapted Kinesiology/SC	1,548.90	08/24/08-12/21/09
Hernandez-Bravo, C.	Coord., Int. Languages Lab/SC	1,721.00	08/24/08-12/21/09
Hernandez-Bravo, C.	Chair, Int. Languages Lab/SC	4,474.60	08/24/08-12/21/09
Horlings, Jane	Coord., Faculty Flex Week/SC	4,082.10	05/26/09-08/14/09
Hunt, Matthew	Coord., Writing Center/SC	1,721.00	08/24/09-12/21/09
Huntley, Anthony	Co-Chair, Biology/SC	1,290.75	08/17/09-12/21/09
Inlow, Lisa	Consult/Culinary Arts Dept./SC	4000.00	04/13/09-05/13/09

**C. ADDITIONAL COMPENSATION: GENERAL FUND - Continued**

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2008/2009 and 2009/2010 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u> <u>Amount</u>	<u>Effective Date</u>
Konishi, Hiro	Chair, Comm. Arts/SC	\$ 1,721.00	08/24/09-12/21/09
Kopecky, Robert	Facilitator, Learning Center/IVC	1,387.91	05/26/09-08/16/09
Leighton, Ronald	Chair, Photography Dept./SC	1,376.80	08/24/09-12/21/09
Long, Lewis	Chief Negotiator, Fac. Assoc/IVC	1,387.91	05/26/09-08/16/09
Leppien-Christian., J.	Chair, Psychology/SC	2,581.50	08/24/09-12/21/09
Lowe, Lesley	Chair, Emeritus, PE/Fine Arts/SC	6,884.00	08/24/09-12/21/09
Manuel-Ellison, Ron.	Chair, Theater/IVC	1,721.00	08/24/09-12/21/09
Manuel-Ellison, Ron.	Facilitator, Theater Prod./IVC	2,753.60	08/24/09-12/21/09
Marmolejo, Francisco	Chair, Humanities/IVC	3,442.00	08/17/09-12/21/09
McCaughey, Colin	Chair, Social/Behav. Science/IVC	3,442.00	08/24/09-12/21/09
McCaughey, Colin	Facilitator, Adm of Justice/IVC	2,753.60	08/24/09-12/21/09
McDonough, Mary	Facilitator, Human Dev/IVC	2,753.60	08/24/09-12/21/09
McGrogan, Martin	Co-Chair, Health/PE/Athletics/IVC	3,442.00	08/24/09-12/21/09
McLeod, Paul	Advisor, Lariot/SC	3,442.00	08/24/09-12/21/09
Meyer, Cliff	Chair, Automotive Tech/SC	1,721.00	08/24/09-12/21/09
Meyer, Kurt	Co-Chair, English/IVC	2,581.50	08/24/09-12/21/09
Mikolajczak, M.	Accreditation Steering Comm/SC	4,082.10	05/26/09-08/14/09
Mikolajczak, M.	Past Pres., Academic Senate/SC	2,735.01	05/26/09-08/14/09
Mikolajczak, M.	Past Pres., Academic Senate/SC	3,442.00	08/24/09-12/21/09
Millovich, June	Chair, Child Dev & Educ. Stud/SC	5,163.00	08/24/09-12/21/09
Morris, Johe	Director, Asst. Nursing Prog./SC	1,721.00	08/24/09-12/21/09
Morris, Johe	Facilitator Nursing Accred./SC	3,442.00	08/24/09-12/01/09
Morton, Joyce	CIM SLO, Fall 08/SC	31.83	08/25/08-12/22/08
Pestolesi, Thomas	Co-Chair, Health/PE/Athletics/IVC	3,442.00	08/24/09-12/21/09
Phelps, Lori	Co-Chair, Human Svc/SC	1,721.00	08/24/09-12/21/09
Polloczek, Paul	Chair, Humanities/Philosophy/SC	1,721.00	08/24/09-12/21/09
Quade, Joyce	CIM SLO, Fall 08/SC	286.47	08/25/08-12/22/08
Quade, Joyce	Coordinator, IMC Lab/SC	2,839.65	08/17/09-12/21/09
Quade, Joyce	Chair, CIM Dept./SC	4,922.06	08/17/09-12/21/09
Radden, Larry	Forensics Coach, Speech Dept/SC	5,163.00	08/24/09-12/21/09
Reed, Michael	Chair, Journalism/SC	1,721.00	08/24/09-12/21/09
Renault, Irene	Co-Chair, Reading Lab/SC	1,721.00	08/24/09-12/21/09
Repka, James	Chair, Geology/Marine Science/SC	1,721.00	08/24/09-12/21/09
Rochford, Stephen	Chair, Music/IVC	1,721.00	08/24/09-12/21/09
Ross, Priscilla	Chair, Life Sciences/IVC	3,442.00	08/24/09-12/21/09
Rousseau, Michele	Chair, Computer Science/SC	1,721.00	08/17/09-12/21/09
Ryals, Kay	Director, Honors Program/IVC	2,041.05	05/26/09-08/16/09
Rybold, Gary	Co-Facilitator, Forensics/IVC	2,581.50	08/24/09-12/21/09
Schmeidler, Katherine	Chair, Curriculum/IVC	2,041.05	05/26/09-08/16/09
Sellers, Joel	Chair, Music Dept./SC	1,721.00	08/24/09-12/21/09
Sinegal, Jayne	Chair, Library/IVC	3,442.00	08/24/09-12/21/09
Smith, Jeanne	Chair, Mathematics/SC	6,884.00	08/17/09-12/21/09
Smith, Kathleen	Co-Chair, ESL Dept./SC	1,721.00	08/24/09-12/21/09

**C. ADDITIONAL COMPENSATION: GENERAL FUND - Continued**

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2008/2009 and 2009/2010 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u> <u>Amount</u>	<u>Effective Date</u>
Stankovich, Kimberly	Chair, Speech Dept./SC	\$ 1,721.00	08/24/09-12/21/09
Stevens, Kay	Chair, Medical Asst/Insur. Prog/SC	1,721.00	08/24/09-12/21/09
Stevenson, William	Coordinator, English/SC	1,721.00	08/24/09-12/21/09
Stevenson, William	Co-Chair, English/SC	2,581.50	08/24/09-12/21/09
Stinson, Amy	Co-Chair, Physical Sciences/IVC	1,721.00	08/24/09-12/21/09
Tamer, Rita	Chair, Sign Language/SC	3,442.00	08/24/09-12/21/09
Taylor, Karen	Chair, Graphic Design/SC	1,721.00	08/24/09-12/21/09
Taylor, Yemmy	Flex Officer/IVC	1,632.84	05/26/09-08/16/09
Teh, Steve	Co-Chair, Biology/SC	1,290.75	08/17/09-12/21/09
Tharpe, Scott	Chair, Phlebotomy/Med Lab/SC	1,721.00	08/24/09-12/21/09
Thomas, Arlene	Chair, Interior Design/Travel/SC	1,721.00	08/24/09-12/21/09
Thomas, Linda	Facilitator, Writing Center/IVC	4,130.40	08/24/09-12/21/09
Tiongson, Edwin	Chair, Speech Dept./IVC	1,721.00	08/24/09-12/21/09
Tiongson, Edwin	Co-Facilitator, Forensics/IVC	2,581.50	08/24/09-12/21/09
Tran, Tiffany	Chair, Guidance/Counseling/IVC	3,442.00	08/17/09-12/21/09
Tucker, Kari	Co-Facilitator, SLO Sum 09/IVC	2,041.05	05/26/09-08/16/09
Tucker, Kari	Chair, Social/Behav. Sci./IVC	3,442.00	08/24/09-12/21/09
Tucker, Kari	Co-Facilitator, SLO Fall 09/IVC	3,442.00	08/24/09-12/21/09
Urell, Robert	Chair, Business Sci./IVC	3,442.00	08/24/09-12/21/09
Urell, Robert	Facilitator, Comp. Lrng Ctr/IVC	1,632.84	05/26/09-08/16/09
Urell, Robert	Facilitator, Comp. Lrng Ctr/IVC	4,130.40	08/24/09-12/21/09
Walsh, Daniel	Secretary, Academic Senate/SC	1,347.09	05/26/09-08/14/09
Walsh, Daniel	Chair, Geography/SC	1,721.00	08/24/09-12/21/09
Welc, Martin	Chair, Real Estate Dept./SC	2,237.30	08/17/09-12/21/09
Weatherford, T.	Chair, Dance/IVC	1,721.00	08/24/09-12/21/09
Weatherford, T.	Coordinator, Dance/IVC	1,376.80	08/24/09-12/21/09
Weston, Norman	Vice Pres., Academic Senate/SC	2,735.01	05/26/09-08/14/09
White, Richard	Chair, Art Dept/SC	3,442.00	08/24/09-12/21/09
Wolff, Michele	Trainer/Liaison AHA Centers/SC	1,204.70	08/24/09-12/21/09
Woodward, Kenneth	Chair, Econ./Political Sci./SC	2,581.50	08/24/09-12/21/09
Webber, Jonathan	CIM SLO, Fall 08/SC	31.83	08/25/08-12/22/08
Wenzel, Diane	MST SLO, Fall 08/SC	31.83	08/25/08-12/22/08
Wood, Betsyrene	CIM SLO, Fall 08/SC	63.66	08/25/08-12/22/08

2. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated at their respective hourly rate for Non-Instructional Assignments/Projects (3-for-1) for 2008/2009 and 2009/2010 fiscal year.

<u>Name</u>	<u>Assignment/Project</u>	<u>Effective Dates</u>
Atkinson, Dawn	ESL Read Writing Samples/IVC	05/26/09-06/30/09
Atkinson, Dawn	ESL Read Writing Samples/IVC	07/01/09-08/21/09
Beasley, James	ESL Read Writing Samples/IVC	05/26/09-06/30/09
Beasley, James	ESL Read Writing Samples/IVC	07/01/09-08/21/09
Benson, Madelyn	ESL Read Writing Samples/IVC	05/26/09-06/30/09
Benson, Madelyn	ESL Read Writing Samples/IVC	07/01/09-08/21/09
Bodnar, Coral	ESL Read Writing Samples/IVC	05/26/09-06/30/09

**C. ADDITIONAL COMPENSATION: GENERAL FUND - Continued**

2. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated at their respective hourly rate for Non-Instructional Assignments/Projects (3-for-1) for 2008/2009 and 2009/2010 fiscal year.

<u>Name</u>	<u>Assignment/Project</u>	<u>Effective Dates</u>
Bodnar, Coral	ESL Read Writing Samples/IVC	07/01/09-08/21/09
Fesler, Susan	ESL Read Writing Samples/IVC	05/26/09-06/30/09
Fesler, Susan	ESL Read Writing Samples/IVC	07/01/09-08/21/09
Henderson, Pamela	ESL Read Writing Samples/IVC	05/26/09-06/30/09
Henderson, Pamela	ESL Read Writing Samples/IVC	07/01/09-08/21/09
Hildebrand, Colleen	ESL Read Writing Samples/IVC	05/26/09-06/30/09
Hildebrand, Colleen	ESL Read Writing Samples/IVC	07/01/09-08/21/09
Kukkonen, Noreen	ESL Read Writing Samples/IVC	05/26/09-06/30/09
Kukkonen, Noreen	ESL Read Writing Samples/IVC	07/01/09-08/21/09
Ledbetter, Kathleen	ESL Read Writing Samples/IVC	05/26/09-06/30/09
Ledbetter, Kathleen	ESL Read Writing Samples/IVC	07/01/09-08/21/09
Livote, Michelle	ESL Read Writing Samples/IVC	05/26/09-06/30/09
Livote, Michelle	ESL Read Writing Samples/IVC	07/01/09-08/21/09
Luther, Barbara	ESL Read Writing Samples/IVC	05/26/09-06/30/09
Luther, Barbara	ESL Read Writing Samples/IVC	07/01/09-08/21/09
Man, Georgina	ESL Read Writing Samples/IVC	05/26/09-06/30/09
Man, Georgina	ESL Read Writing Samples/IVC	07/01/09-08/21/09
Rivas, Daniel	ESL Read Writing Samples/IVC	05/26/09-06/30/09
Rivas, Daniel	ESL Read Writing Samples/IVC	07/01/09-08/21/09
Sims, Larry	ESL Read Writing Samples/IVC	05/26/09-06/30/09
Sims, Larry	ESL Read Writing Samples/IVC	07/01/09-08/21/09
Stern, Susan	ESL Read Writing Samples/IVC	05/26/09-06/30/09
Stern, Susan	ESL Read Writing Samples/IVC	07/01/09-08/21/09
Striedter, Anna	ESL Read Writing Samples/IVC	05/26/09-06/30/09
Striedter, Anna	ESL Read Writing Samples/IVC	07/01/09-08/21/09
Wilson, Jeffrey	ESL Read Writing Samples/IVC	05/26/09-06/30/09
Wilson, Jeffrey	ESL Read Writing Samples/IVC	07/01/09-08/21/09
Woodruff, Sandra	ESL Read Writing Samples/IVC	05/26/09-06/30/09
Woodruff, Sandra	ESL Read Writing Samples/IVC	07/01/09-08/21/09

**D. 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 2008/2009 and 2009/2010 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
Anderson, Christina	Extship/CTE Com. Collaborator/SC	\$ 900.00	01/30/09-03/30/09
Appleman, Jack	Assist AARA/Tech Prep/IVC	1,000.00	04/14/09-05/22/09
Call, Linda	Advisor, Foster Stud. Success/SC	5,000.00	08/25/09-12/21/09
Callum, Oceana	Writing Ctr. Wkshop/BSI Proj./SC	210.09	04/15/09-05/04/09
Chaung, Rachelle	Extship/CTE Com. Collaborator/SC	500.00	03/07/09-03/10/09
Cinar, Renee	OutreachProject/VTEA/SC	250.00	02/01/09-05/20/09
Cinar, Renee	OutreachProject/VTEA/SC	250.00	05/25/09-08/14/09
Davis, Jeffrey	ESL Wkshops/Foundation/SC	150.00	03/25/09-04/13/09



**D. 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 2008/2009 and 2009/2010 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u> <u>Amount</u>	<u>Effective Date</u>
Dumas, Patricia	Dir., Foster, Kinship Care Ed/SC	\$ 45,045.00	07/01/09-06/30/10
Elston, Lisa	Extship/CTE Com. Collabor/SC	900.00	01/30/09-03/30/09
Farnsworth, Robert	Extship/CTE Com. Collabor/SC	900.00	01/30/09-03/30/09
Firestone, Amanda	Geriatric training/Hoag Hosp./SC	509.28	05/01/09-05/31/09
Forouzesh, Jennifer	Geriatric training/Hoag Hosp./SC	254.64	05/01/09-05/31/09
Forouzesh, Jennifer	Advisor, Foster Stud. Success/SC	5,403.94	08/24/09-12/21/09
Gross, Cynthia	Geriatric training/Hoag Hosp./SC	509.28	04/01/09-04/30/09
Hagen, Gerard	Perform Concert/Foundation/SC	30.00	05/08/09-05/08/09
Hannigan, Linnea	ESL Wkshops/Foundation/SC	150.00	03/24/09-03/26/09
Hare, Matthew	Concert/Foundation/SC	200.00	05/02/09-05/02/09
Hill, Malia	Extship/CTE Com. Collabor/SC	900.00	01/30/09-03/30/09
Jerome, Amanda	ESL Wkshops/Foundation/SC	150.00	04/01/09-04/29/09
Jerome, Amanda	Writing Ctr. Wkshop/BSI Proj./SC	210.09	04/08/09-04/22/09
Konishi, Hiro	Co-Proj. Dir./CTE Com. Coll./SC	7,640.00	03/26/09-06/30/09
Kucharski, Phillis	Advisor, Foster Stud. Success/SC	5,403.94	08/24/09-12/21/09
Lerman, Carol	Counselor/Tech Prep Prog./SC	3,000.00	01/12/09-05/21/09
McGirr, Julie	ESL Wkshops/Foundation/SC	500.00	01/12/09-05/21/09
Meyer, Cliff	Outreach Project/VTEA/SC	500.00	02/01/09-08/14/09
Miller, Terry	Set up Par test, Fall 09/Hoag/SC	3,183.30	06/01/09-07/01/09
Milovich, June	Wkshp/Mentor/ CTE Com. Coll./SC	400.00	02/07/09-05/02/09
Muresan, Branden	Concert/Foundation/SC	250.00	05/02/09-05/02/09
Myers, Charles	Co-Proj. Dir./CTE Com. Coll./SC	7,640.00	05/26/09-06/30/09
Olbrich, Mila	Geriatric training/Hoag Hosp./SC	509.28	03/01/09-03/31/09
Pinter, Gerald	Concert/Foundation/SC	70.00	03/04/09-03/11/09
Reading, Cynthia	Writing Ctr. Wkshop/BSI Proj./SC	210.09	03/30/09-04/27/09
Roley, William	Env. Sus. Task Force/Tech Prep/IVC	1,500.00	04/14/09-05/22/09
Roley, William	Env. Sus. Task Force/Tech Prep/IVC	1,250.00	05/26/09-06/14/09
Rosenn, Tristen	Stu. Jazz Eval./Foundation/SC	70.00	03/04/09-03/11/09
Schultz, Dolores	ESL Wkshops/Foundation/SC	225.00	04/08/09-05/06/09
Sleep, Katherine	ESL Wkshops/Foundation/SC	75.00	04/02/09-04/02/09
Stout, Ronald	Stu. Jazz Eval./Foundation/SC	70.00	03/04/09-03/11/09
Tharpe, Loretta	Advisor, Foster Stud. Success/SC	5,000.00	08/25/09-12/21/09
Titus, David	Mentor, Teacher Prep. Pipeline/SC	550.00	02/02/09-05/21/09
Ventura, Janet	Counselor, Tech Prep Program/SC	4,000.00	01/12/09-05/21/09
Vidal-Prudholme, L.	Wkshp/Mentor/ CTE Com. Coll./SC	200.00	02/07/09-05/02/09

**E. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT**

1. BENSON, MADELYN, ID #1174, ESL Instructor, Pos #1470, Academic Faculty Salary Column V, Step 30, School of Humanities and Languages, Irvine Valley College, resignation effective December 21, 2009 and retirement effective December 22, 2009. Payment is authorized for any compensated time off. (Permanent Hire date: August 28, 1978)

**E. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT**

2. IACINO-TAN, PhD, DORINA, ID #4503, Biological Sciences Instructor, Pos #1872, Academic Faculty Salary Column V, Step 21, Division of Mathematics, Sciences and Engineering, Saddleback College, resignation effective May 22, 2009 and retirement effective May 23, 2009. Payment is authorized for any compensated time off. (Permanent Hire date: August 19, 1991)
3. PETERSON, PhD, CATHIE, ID #15448, Dean of Instruction and Student Services, Pos #3644, Academic Administrator Salary Range II, Step 3, Advanced Technology and Education Park, resignation effective April 30, 2009. Payment is authorized for any compensated time off. (Permanent Hire date: April 9, 2007)
4. POTRATZ, PhD, RICHARD, ID #1244, Counselor, Pos #1652, Academic Faculty Salary Column V, Step 30, resignation effective May 22, 2009 and retirement effective May 23, 2009. Payment is authorized for any compensated time off. (Permanent Hire date: September 3, 1975)
5. WILLARD, JULIE, ID #2849, Learning Disability Specialist, Pos #1834, Academic Faculty Salary Column V, Step 21, resignation effective June 30, 2009 and retirement effective July 1, 2009. Payment is authorized for any compensated time off. (Permanent Hire date: August 6, 1990)

**F. ADMINISTRATIVE REASSIGNMENT ADJUSTMENT**

1. KOPECKY, PhD, ROBERT, ID #13900, Provost/Advanced Technology and Education Park, ATEP has retreated to the Humanities and Languages, Social Sciences and Library Services Division, Irvine Valley College, as Learning Center Instructor with academic rank of Provost Emeritus pursuant to Education Code 87458 and the District's adopted Administrator Retreat Rights Policy, Class V, Step 15, effective August 18, 2008.

South Orange County Community College District

**DEAN, ACADEMIC PROGRAMS, STUDENT LEARNING, AND RESEARCH - Academic Administrative Salary Schedule Range II**

DEFINITION

Serve in a staff capacity and work closely with the Vice President of Instruction and other District and College administrators in an environment of collegial consultation to provide optimum quality instructional, student learning and research services at Irvine Valley College; to coordinate and evaluate the performance outcomes of the instructional programs and departments assigned to the Schools of the College; to coordinate (with the Deans of the schools) the Early College Program offered by IVC in local high schools, ATEP offerings, CSU Fullerton offerings and all other off-site credit classes; to supervise and coordinate Institutional Research; and to perform assigned duties in compliance with applicable State and federal regulations and guidelines, District policies and procedures, and the College's educational goals and objectives.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Vice President of Instruction. Exercises functional and technical supervision over faculty, professional, academic, classified and other staff as assigned.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Coordinate and evaluate the performance outcomes of the instructional programs and departments assigned to the Schools of the college as a part of the Program Review, Academic Planning, Accreditation, Institutional Effectiveness, and Strategic Planning and Budget Development processes.

Supervise and coordinate Institutional Research; develop reports supported by empirical research about our students so that student learning is supported and enhanced.

Coordinate (with the Deans of the schools) the Early College Program offered by IVC in local high schools, ATEP offerings, CSU Fullerton offerings, and all other off-site credit classes.

Coordinate with the Dean of Counseling appropriate components of the Early College Program, the Honors Program, and the CSU STAR transfer program, among others, to ensure maximum performance of these programs on behalf of IVC's transfer students.

Coordinate scheduled offerings in Summer Session and the weekend program of offerings to enhance effectiveness of enrollment management scheduling strategies.

Coordinate (with the Dean of College Online Education) the offering of distance education delivery of courses, certificates, and degrees.

Manage the Basic Skills Initiative grant for IVC and coordinate projects with the faculty and administrators in the basic skills disciplines.

Supervise the student intake processing, accountability, and enrollment reporting functions of the Student Success and Learning Centers.

Participate and show leadership in strategic planning among academic programs, including service on the Academic, Facilities, and Technology Planning Committee, the Institutional Effectiveness Committee, the Honors Committee, and Accreditation Steering Committee, among others.

South Orange County Community College District  
Page 2 – Dean, Academic Programs, Student Learning, and Research

EXAMPLES OF DUTIES

Supervise the Catalog-Schedule Coordinator; in managing the inventory of courses and MIS database to ensure compliance with Education Code, Title 5, and SOCCCD Board policies.

Participate when needed in the selection of new faculty and classified staff members for the Schools and other departments of the college.

Using college/district software, databases, and analytical tools, provide regular reports on FTES targets, room utilization, curricular patterns, and other scheduling performance analyses.

Assist the Director of Facilities in updating the database for classroom, laboratory, and other instructional spaces.

Supervise and evaluate classified staff in keeping with the policies of the Board of Trustees and administrative procedures.

Participate in collegial consultation and appropriate advisory committee meetings.

Interface with the community and external agencies in all matters of community relations and academic affairs associated with the colleges.

Assist the Vice President of Instruction to develop the schedule of classes; manage the assigned facilities; prepare long-range plans and statements of goals and objectives; develop, submit and manage the annual budget requests for equipment, supplies and personnel; direct the acquisition, maintenance and use of both instructional and non-instructional equipment; maintain an equipment-replacement plan, maintain planning documents that provide evidence of institutional performance used in such programs and activities as the Accreditation process.

Ensure compliance with District policies as well as State and federal laws related to areas of assignment; review and certify the accuracy of data concerning program participation.

Prepare and submit a variety of statistical and narrative reports; prepare budget reports, annual recap data and special reports, proposals, recommendations and other materials as requested; coordinate and respond to periodic audits.

Communicate with instruction and student services personnel for other colleges, District and College administrators and support personnel, representatives of State and federal agencies, educational institutions, social service organizations, counselors and others to coordinate programs and activities.

Maintain current knowledge of the regulations, policies and application requirements and eligibility criteria for instructional and student services programs, including computer hardware and software enhancements.

Make oral presentations to students, parents, counselors and professional colleagues at various gatherings; conduct workshops to provide specialized information regarding instruction and related areas of assignment.

Perform other related duties as assigned.

South Orange County Community College District  
Page 3 – Dean, Academic Programs, Student Learning, and Research

### QUALIFICATIONS

#### Knowledge of:

Applications of instructional technology to enhance classroom instruction and to deliver education through innovative delivery modes, including distance learning.  
Principles and practices of budget preparation and management  
Principles and practices of training and supervision.  
Applicable District policies and local, State and federal laws, codes and regulations.  
Organizational and management practices as applied to area of assignment.  
Computer systems and software applications related to area of assignment.  
Oral and written communication skills.  
Interpersonal skills including tact, patience and diplomacy.

#### Ability to:

Assist in the development and implementation of technology-based solutions to curriculum and instructional issues.  
Exercise judgment or choice among possible actions, sometimes without clear precedents and often with concern for the consequences of the action.  
Plan, organize and coordinate assigned activities in a manner conducive to full performance and high morale.  
Plan, organize, coordinate, manage and expedite projects related to assignment.  
Develop, prepare and administer project budgets.  
Interpret, apply and explain applicable local, State and federal laws and regulations.  
Interpret, apply and explain applicable District policies and procedures.  
Learn District and College organization, operations and objectives.  
Assist in forecasting current and future needs and costs affecting area of assignment.  
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.  
Train and provide supervision and work direction to others as assigned.  
Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.  
Establish and maintain cooperative and effective working relationships with those contacted in the course of work.  
Communicate clearly and concisely, both orally and in writing.  
Collect, compile and analyze data.  
Prepare oral and written reports and recommendations.  
Plan and organize work.  
Operate modern office equipment such as computer, printer, calculator, copier and facsimile machine.  
Operate computer/applications software, including database management, spreadsheet, word processing and software related to area of assignment.  
Exercise initiative and work independently.

### EDUCATION AND EXPERIENCE GUIDELINES:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

#### Education:

Master's degree from an accredited college or university in a discipline area currently offered at Irvine Valley College and a doctorate in a professional specialization, such as D.N.Sc. (doctorate in nursing science) or J.D. (doctor of jurisprudence) from an accredited college or university, or Ph.D. or Ed.D. from an accredited college or university.

### EDUCATION AND EXPERIENCE GUIDELINES

#### Experience:

- Minimum of two (2) years of faculty experience at the post-secondary level.
- Minimum of three (3) consecutive years of recent successful post-secondary administrative and supervisory experience, or four (4) years of recent management or faculty leadership experience in an educational capacity related to a college or university.
- Evidence of a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, physically challenged and ethnic backgrounds of community college students.

#### Desirable Qualifications:

Preference will be given to those candidates demonstrating a high level of professional expertise on the basis of:

- Administrative leadership experience in the development, organization, and management of instructional programs.
- Evidence of an understanding of and experience with the principles of participatory governance and principles of effective participation.
- Evidence of experience in presenting summary analytical reports about enrollment trends, FTES trends and fluctuations, program offering patterns, accreditation reports, cost/benefit analyses, among other reports.
- Experience in budget development and management at school and department levels.

#### Licenses and other Certification:

Valid California driver's license.

### 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.

#### Work Environment

Standard office setting. Typically, duties are performed in an office environment while sitting at a desk or computer workstation. An incumbent also travels to various locations to visit instructional sites, attend meetings and conduct work; and is subject to contact with others, frequent interruptions, noise from talking or office equipment and demanding legal timelines. At least minimal environmental controls to assure health and comfort.

#### Physical Demands

The incumbent regularly sits for long periods, walks short distances on a regular basis, travels to various locations to visit instructional sites, attend meetings and conduct work; uses hands and fingers to operate an electronic keyboard or other office machines; reaches with hands and arms, 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.

This is a new academic administrative position proposed April 2009. This class specification has been prepared and finalized by Marlys Grodt April 14, 2009 based on information and suggestions provided by Teddi Lorch, District Director of Human Resources, and Craig Justice, IVC Vice President of Instruction.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**ITEM: 6.16  
DATE: 05/26/09**

**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** Classified Personnel Actions – Regular Items  
**ACTION:** Approval/Ratification

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**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. ELLIOTT, ELIZABETH is employed as Health Office Assistant, Pos #3884, Student Health Center, Office of Student Services, Saddleback College, Classified Bargaining Unit Salary Range 115, Step 1, 20 hours per week, 12 months per year, effective May 26, 2009. This is a replacement position for Ashley Hartman, who resigned.
  - b. GROSCOST, RICHARD is employed as Police Operations Lieutenant, Pos #3984, Office of Safety and Security, Irvine Valley College, Classified Management Salary Range 6, Step 1, 40 hours per week, 12 months per year, effective May 4, 2009. This is a new position approved by the Board of Trustee on October 27, 2008.
  - c. MC DONALD, ANITA is employed as Human Resources Assistant, Pos #3669, Office of Human Resources, District, Classified Bargaining Unit Salary Range 121, Step 1, 40 hours per week, 12 months per year, effective May 4, 2009. This is a replacement position for Tanisha Washington.
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>
Cecena, Rosa	Custodian/SC	113/1	04/09/2009
Chakraborty, Jhuma	Library Assistant I/IVC	115/1	05/01/2009
Chakraborty, Jhuma	Library Assistant II/IVC	119/1	05/01/2009
Chakraborty, Jhuma	Library Assistant III/IVC	121/1	05/01/2009
Chakraborty, Jhuma	Library Technician/IVC	125/1	05/01/2009
Cornejo, Lisa	Administrative Assistant/Dist.	121/1	04/20/2009
Cunningham, Kelly	Office Assistant/IVC	113/1	04/08/2009
Kimball, Leon	HVAC Technician/SC	128/1	04/13/2009
McGinley, Andrea	Financial Aid Specialist/SC	125/1	03/25/2009
Paquette, Yvette	Risk Management Specialist/Dist.	125/1	04/20/2009
Righton, Marietta	Library Assistant I/IVC	115/1	05/01/2009
Righton, Marietta	Library Assistant II/IVC	119/1	05/01/2009
Righton, Marietta	Library Assistant III/IVC	121/1	05/01/2009
Righton, Marietta	Library Technician/IVC	125/1	05/01/2009
Robles, Antonio	Custodian/SC	113/1	04/09/2009
Sheek, Cynthia	Webmaster/IVC	142/1	04/16/2009
Truong, Pheolin	Financial Aid Specialist/SC	125/1	04/23/2009
Tseng, Wenling	Library Assistant I/IVC	115/1	04/16/2009
Tsend, Wenling	Library Assistant II/IVC	119/1	04/16/2009
Tsend, Wenling	Library Assistant III/IVC	121/1	04/16/2009
Tsend, Wenling	Library Technician/IVC	125/1	04/16/2009



**A. NEW PERSONNEL APPOINTMENTS - Continued**

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2008/2009** 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>
Alavi, Mahtasadat	Project Specialist/SC	\$ 9.50	04/15/09-06/30/09
Changizi, Arghavan	Project Specialist/SC	9.50	04/15/09-06/30/09
Christiansen, Craig	TMD Aide/IVC	20.00	04/03/09-06/30/09
Dador, Inigo	Project Specialist/IVC	13.00	04/01/09-06/30/09
Gharavi, Mina	TMD Aide/IVC	12.00	05/01/09-06/30/09
Gonnering, Chelsea	Project Specialist/SC	16.00	05/01/09-06/30/09
<sup>1</sup> Hilton, John	ST Campus Sec. Officer/SC	18.00	05/04/09-06/30/09
Hough, Trevor	Coaching Aide/SC	15.00	04/23/09-06/30/09
Lopez, Shawnee	Project Specialist/SC	16.00	03/31/09-06/30/09
Lucarelli, Jeffrey	ST Clerk/IVC	8.50	04/27/09-06/30/09
Michaels, Mary	TMD Aide/IVC	20.00	05/04/09-06/30/09
Paquette, Yvette	Project Specialist/Dist.	20.00	04/13/09-04/17/09
Poling, Ellen	Project Specialist/Dist.	16.00	04/22/09-06/30/09
Powers, Daniel	Project Specialist/SC	16.00	04/09/09-06/30/09
Stift, Randy	Project Specialist/SC	20.00	03/30/09-06/30/09
Sutcliffe, Erica	Project Specialist/IVC	16.00	04/20/09-06/30/09
Valencia, Danielle	Project Specialist/SC	16.00	05/01/09-06/30/09
Xhepa, Rowena	Matriculation Proctor/SC	8.50	04/01/09-06/30/09

4. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2009/2010** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate</u>	<u>Start/End Date</u>
Abila, Ryan	Outreach Aide/SC	\$ 12.50	07/01/09-12/31/09
Abrahams, Lawrence	Coaching Aide/IVC	15.00	07/01/09-12/31/09
Alavi, Mahtasadat	Project Specialist/SC	9.50	07/01/09-12/31/09
Anderson, Rachel	Coaching Aide/IVC	15.00	07/01/09-12/31/09
Arkell, Simon	Coaching Aide/SC	15.00	07/01/09-12/31/09
Bernal, Robert	Coaching Aide/SC	15.00	07/01/09-12/31/09
Booker, Nicholas	Coaching Aide/SC	15.00	07/01/09-12/31/09
Brock, Eric	Coaching Aide/SC	15.00	07/01/09-12/31/09
Brown, Gloria	DSPS Proctor/SC	16.00	07/01/09-12/31/09
Buchman, Bruce	Coaching Aide/SC	15.00	07/01/09-12/31/09
Butcher, Donald	Coaching Aide/SC	15.00	07/01/09-12/31/09
Carson, Clayton	Coaching Aide/SC	15.00	07/01/09-12/31/09
Cascardo, Matthew	Coaching Aide/SC	15.00	07/01/09-12/31/09
Changizi, Arghavan	Project Specialist/SC	9.50	07/01/09-12/31/09
Choe, Samuel	Coaching Aide/IVC	15.00	07/01/09-12/31/09
Christiansen, Craig	TMD Aide/IVC	20.00	07/01/09-12/31/09

<sup>1</sup> Son of Carol Hilton, Director, College Fiscal Services, Saddleback College.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

4. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2009/2010** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate</u>	<u>Start/End Date</u>
Dador, Inigo	Project Specialist/IVC	\$ 13.00	07/01/09-12/31/09
Davis, Madhava	Coaching Aide/SC	15.00	07/01/09-12/31/09
Dill, Laura	Coaching Aide/SC	15.00	07/01/09-12/31/09
Edwards, Travis	Outreach Aide/SC	12.50	07/01/09-12/31/09
Elecciri, David	Coaching Aide/SC	15.00	07/01/09-12/31/09
Flippin, Mark	Coaching Aide/IVC	15.00	07/01/09-12/31/09
Fox, Geoffrey	Coaching Aide/SC	15.00	07/01/09-12/31/09
Freitas, Sami	Coaching Aide/SC	15.00	07/01/09-12/31/09
Gharavi, Mina	TMD Aide/IVC	12.00	07/01/09-12/31/09
Gonnering, Chelsea	Project Specialist/SC	16.00	07/01/09-12/31/09
Goss, John	Coaching Aide/IVC	15.00	07/01/09-12/31/09
Hay, Joe	Coaching Aide/SC	15.00	07/01/09-12/31/09
Hellriegel, John	Matriculation Proctor/SC	16.00	07/01/09-12/31/09
Helm, Benjamin	Coaching Aide/IVC	15.00	07/01/09-12/31/09
Henderson, Steven	Coaching Aide/IVC	15.00	07/01/09-12/31/09
Higgins, Samantha	DSPS Proctor/SC	16.00	07/01/09-12/31/09
Hilton, John	ST Campus Sec. Officer/SC	18.00	07/01/09-12/31/09
<sup>2</sup> Hilton, Natasha	Outreach Aide/SC	12.50	07/01/09-12/31/09
Holland, Larry	Coaching Aide/SC	15.00	07/01/09-12/31/09
Hosack, Jarel	Coaching Aide/IVC	15.00	07/01/09-12/31/09
Hough, Trevor	Coaching Aide/SC	15.00	07/01/09-12/31/09
Jimenez, Belen	Coaching Aide/SC	15.00	07/01/09-12/31/09
Johnson, Edmond	Coaching Aide/SC	15.00	07/01/09-12/31/09
Kristjanson, Johann	DSPS Proctor/SC	16.00	07/01/09-12/31/09
Kulick, August	Coaching Aide/SC	15.00	07/01/09-12/31/09
Lawson, Raphael	Coaching Aide/SC	15.00	07/01/09-12/31/09
Lin, Joseph	Coaching Aide/IVC	15.00	07/01/09-12/31/09
<sup>3</sup> Lipold, Anthony	Outreach Aide/SC	12.50	07/01/09-12/31/09
Long, David	Matriculation Proctor/SC	10.50	07/01/09-12/31/09
Long, Jeffrey	Matriculation Proctor/SC	16.00	07/01/09-12/31/09
Lopez, Shawnee	Project Specialist/SC	16.00	07/01/09-12/31/09
Lucarelli, Jeffrey	Clerk, Short-Term/IVC	8.50	07/01/09-12/31/09
Marino, John	Coaching Aide/SC	15.00	07/01/09-12/31/09
<sup>4</sup> Mastrangelo, Dennis	Outreach Aide/SC	10.50	07/01/09-12/31/09
Mayoral, Michael	Coaching Aide/SC	15.00	07/01/09-12/31/09
Michaels, Mary	TMD Aide/IVC	20.00	07/01/09-12/31/09
Mitchell, Robert	Coaching Aide/SC	15.00	07/01/09-12/31/09
Morales, Jamee	Coaching Aide/SC	15.00	07/01/09-12/31/09
Murtaugh, David	Coaching Aide/SC	15.00	07/01/09-12/31/09

<sup>2</sup> Daughter of Carol Hilton, Director, College Fiscal Services, Saddleback College.

<sup>3</sup> Son of Anthony Lipold, Dean, Kinesiology, Physical Education and Athletics, Saddleback College.

<sup>4</sup> Son of Janice Mastrangelo, Applications Specialist I, Innovative Technology Center, Saddleback College.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

4. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2009/2010** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate</u>	<u>Start/End Date</u>
Newberry, Daniel	Coaching Aide/SC	\$ 15.00	07/01/09-12/31/09
Ochiai, Alan	Coaching Aide/IVC	15.00	07/01/09-12/31/09
<sup>5</sup> Owens-Gilliam, Shirelle	Matriculation Proctor/SC	16.00	07/01/09-12/31/09
Pearce, Robert	Coaching Aide/IVC	15.00	07/01/09-12/31/09
Pham, Jenny	Coaching Aide/SC	15.00	07/01/09-12/31/09
Pisano, Christina	Coaching Aide/SC	15.00	07/01/09-12/31/09
Powers, Daniel	Project Specialist/SC	16.00	07/01/09-12/31/09
Rizzo, Frank	Coaching Aide/SC	15.00	07/01/09-12/31/09
Roach, Dana	Coaching Aide/SC	15.00	07/01/09-12/31/09
Sadeghieh, Iden	Project Specialist (IT)/Dist.	17.00	07/01/09-12/31/09
Skipper, Garret	Coaching Aide/SC	15.00	07/01/09-12/31/09
Slater, Jackie	Coaching Aide/SC	15.00	07/01/09-12/31/09
Snyder, Rick	Coaching Aide/SC	15.00	07/01/09-12/31/09
Soifua, Monalito	Coaching Aide/SC	15.00	07/01/09-12/31/09
<sup>6</sup> Steinriede, Lindsay	Coaching Aide/SC	15.00	07/01/09-12/31/09
<sup>6</sup> Steinriede, William	Coaching Aide/SC	15.00	07/01/09-12/31/09
Stift, Randy	Project Specialist/SC	20.00	07/01/09-12/31/09
Stratton, Carmen	Coaching Aide/SC	15.00	07/01/09-12/31/09
Strazzulla, Linda	Coaching Aide/SC	15.00	07/01/09-12/31/09
Sutcliffe, Erica	Project Specialist/IVC	16.00	07/01/09-12/31/09
Terbeek, Ehren	ST Campus Security Officer/SC	18.00	07/01/09-12/31/09
Thom, Bethany	Coaching Aide/SC	15.00	07/01/09-12/31/09
Thompson, Tressa	Coaching Aide/SC	15.00	07/01/09-12/31/09
Tomlinson, Warren	DSPS Proctor/SC	16.00	07/01/09-12/31/09
Uhlman, John	ST Campus Security Officer/SC	18.00	07/01/09-12/31/09
Uzawa, Asami	Coaching Aide/SC	15.00	07/01/09-12/31/09
Valencia, Danielle	Project Specialist/SC	16.00	07/01/09-08/31/09
Vann, Amber	Coaching Aide/IVC	15.00	07/01/09-12/31/09
Xhepa, Rowena	Matriculation Proctor/SC	8.50	07/01/09-12/31/09
Wallace, Kyle	Outreach Aide/SC	10.50	07/01/09-12/31/09
Webster, Perry	Outreach Aide/SC	10.50	07/01/09-12/31/09
Wilford, Scott	Coaching Aide/SC	15.00	07/01/09-12/31/09
Wilkins, Kelly	Coaching Aide/SC	15.00	07/01/09-12/31/09
Wilson, Paul	Coaching Aide/SC	15.00	07/01/09-12/31/09
Yamaguchi, Troy	Coaching Aide/SC	15.00	07/01/09-12/31/09
Yasukochi, Donal	Coaching Aide/SC	15.00	07/01/09-12/31/09
Yi, Ki	Coaching Aide/IVC	15.00	07/01/09-12/31/09

<sup>5</sup> Mother of Aaron Gilliam, Project Specialist, DSPS, Counseling Services & Special Programs, Saddleback College.

<sup>6</sup> Related, both father and daughter are Coaching Aides, Kinesiology, Physical Education and Athletics, Saddleback College.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

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 **2008/2009** academic year.

<u>Name</u>	<u>Start/End Date</u>
Iskander, Martina	04/27/09-06/30/09
Mirghasemi, Seyedehsaedeh	04/27/09-06/30/09
Talavera, Anthony	04/27/09-06/30/09

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 **2009/2010** academic year.

<u>Name</u>	<u>Start/End Date</u>
Atwood, Brian	07/01/09-06/30/10
Bang, Jennifer	07/01/09-06/30/10
Bernardy, Anastasia	07/01/09-06/30/10
Boston, Gavin	07/01/09-06/30/10
Chacon, Justine	07/01/09-06/30/10
Cheng, Ryan	07/01/09-06/30/10
Crane, David	07/01/09-06/30/10
Cunningham, Kelly	07/01/09-06/30/10
Curry, David	07/01/09-06/30/10
De Lemos, Amelou	07/01/09-06/30/10
Deeter, Valerie	07/01/09-06/30/10
Do, Hong Phuong	07/01/09-06/30/10
Downing, Chad	07/01/09-06/30/10
Fleming, Jason	07/01/09-06/30/10
Forghani, Kamran	07/01/09-06/30/10
Francis, Shanta	07/01/09-06/30/10
Frega, Nicolas	07/01/09-06/30/10
Frodsham, Sara	07/01/09-06/30/10
Garcia, Omayra	07/01/09-06/30/10
Goto, Madoka	07/01/09-06/30/10
Grimm, Jonas	07/01/09-06/30/10
Habal, Marc	07/01/09-06/30/10
Hariri, Sara	07/01/09-06/30/10
Hartman, Sean	07/01/09-06/30/10
Hawkins, Timothy	07/01/09-06/30/10
Hoang, Don	07/01/09-06/30/10
Hoang, Long	07/01/09-06/30/10
Ikemura, Kenji	07/01/09-06/30/10
Iskander, Martina	07/01/09-06/30/10
Jeong, Geewon	07/01/09-06/30/10
Karimi, Azadeh	07/01/09-06/30/10
Kenney, Riley	07/01/09-06/30/10
Kim, Ghet	07/01/09-06/30/10
Kim, Wongyu	07/01/09-06/30/10

**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 **2009/2010** academic year.

<u>Name</u>	<u>Start/End Date</u>
Koloko Kameni, Stephanie	07/01/09-06/30/10
Kovalchuk, Ekaterina	07/01/09-06/30/10
Leon, Frank	07/01/09-06/30/10
Madjlessi, Shireen	07/01/09-06/30/10
Marshall, Kathryn	07/01/09-06/30/10
Matsuda, Nelson	07/01/09-06/30/10
Mboggo, Samuel	07/01/09-06/30/10
Mc Claran, Joseph	07/01/09-06/30/10
McGee, Cassia	07/01/09-06/30/10
Meier, Lane	07/01/09-06/30/10
Mirghasaemi, Seyedehsaedeh	07/01/09-06/30/10
Mitchell, Benjamin	07/01/09-06/30/10
Mitchell, Lindsay	07/01/09-06/30/10
Mizuno, Tomohiro	07/01/09-06/30/10
Mochalova, Margarita	07/01/09-06/30/10
Modir, Shaheen	07/01/09-06/30/10
Morley, Michael	07/01/09-06/30/10
Nabwani, Bassam	07/01/09-06/30/10
Nasedkina, Svetlana	07/01/09-06/30/10
Nguyen, Tuan	07/01/09-06/30/10
Paopao, Kelsey	07/01/09-06/30/10
Park, Hanwool	07/01/09-06/30/10
Peckham, Lindsay	07/01/09-06/30/10
Perez, Denice	07/01/09-06/30/10
Petchdakul, Tassaroj	07/01/09-06/30/10
Pircher, Mark	07/01/09-06/30/10
Putri, Vynda	07/01/09-06/30/10
Rashidi, Atrem	07/01/09-06/30/10
Rastegar, Amir	07/01/09-06/30/10
Regalado, Marla	07/01/09-06/30/10
Regucera, Alvin	07/01/09-06/30/10
Saguban, Shedney	07/01/09-06/30/10
Senkbeil, Susan	07/01/09-06/30/10
Sledge, Colin	07/01/09-06/30/10
Staben, Victoria	07/01/09-06/30/10
Talavera, Anthony	07/01/09-06/30/10
Talavera, George	07/01/09-06/30/10
Tateyama, Michelle	07/01/09-06/30/10
Terbeek, Ehren	07/01/09-06/30/10
Todd, Larissa	07/01/09-06/30/10
Tran, Michelle	07/01/09-06/30/10
Vargas, Angel	07/01/09-06/30/10
Vo, Phuong	07/01/09-06/30/10
Weber, Daniel	07/01/09-06/30/10
Whaley, David	07/01/09-06/30/10

**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 **2009/2010** academic year.

<u>Name</u>	<u>Start/End Date</u>
Whaling, Jeremy	07/01/09-06/30/10
Williams, Jed	07/01/09-06/30/10
Wilson, Maria	07/01/09-06/30/10
Yirak, Andrew	07/01/09-06/30/10
Zupanski, Courtney	07/01/09-06/30/10

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 **2008/2009** 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>
Barrett, Alyson	Sr. Lifeguard/SC	\$ 16.00/hr	05/01/09-06/30/09
Bauer, Lucas	Clinical Skills Spec./SC	30.00/hr	04/10/09-06/30/09
Beach, Michelle	Rec. Aide./SC	10.00/hr	05/01/09-06/30/09
Boenker, Karyn	Sr. Lifeguard/SC	16.00/hr	05/01/09-06/30/09
Booker, Nicholas	Comm. Ed./SC	5000.00/cs	05/01/09-06/30/09
Borujerdpur, Arash	Sr. Lifeguard/SC	16.00/hr	05/01/09-06/30/09
<sup>7</sup> Boshart, Kelly	Rec. Leader/SC	15.00/hr	05/01/09-06/30/09
<sup>7</sup> Boshart, Sarah	Rec. Leader/SC	15.00/hr	05/01/09-06/30/09
Brown, Meghan	Sr. Lifeguard/SC	15.00/hr	05/01/09-06/30/09
Castro, Nicholas	Clinical Skills Spec./SC	30.00/hr	04/23/09-06/30/09
Chase-Wagniere, Taylor	Rec. Leader/SC	20.00/hr	05/01/09-06/30/09
Cole, Michael	Rec. Leader/SC	15.00/hr	05/01/09-06/30/09
Colonelli, Nicholas	Clinical Skills Spec./SC	30.00/hr	04/28/09-06/30/09
Connell, Andrew	Rec. Aide./SC	10.00/hr	05/01/09-06/30/09
Cosmakos, Rachel	Sr. Lifeguard/SC	16.00/hr	05/01/09-06/30/09
Curzon, Geoffrey	Sr. Lifeguard/SC	16.00/hr	05/01/09-06/30/09
D'Aleo-Russey, Nancy	Comm. Ed./SC	5000.00/cs	05/01/09-06/30/09
Dill, Laura	Rec. Leader/SC	28.00/hr	05/01/09-06/30/09
Doran, Sean	Clinical Skills Spec./SC	30.00/hr	04/20/09-06/30/09
Drzymkowski, Kristina	Rec. Leader/SC	15.00/hr	05/01/09-06/30/09
ElAhmar, Ghadir	Tutor/IVC	9.00/hr	04/03/09-06/30/09
Fleming, Carissa	Rec. Leader/SC	15.00/hr	05/01/09-06/30/09
Garcia, Drew	Clinical Skills Spec./SC	30.00/hr	04/28/09-06/30/09
Geller, Valerie	Comm. Ed./SC	5000.00/cs	05/01/09-06/30/09
Geronimo, Alex	Sr. Lifeguard/SC	16.00/hr	05/01/09-06/30/09
Gleizer, Jennifer	Comm. Ed./SC	5000.00/cs	05/01/09-06/30/09
Hernandez, Jerry	Rec. Leader/IVC	20.00/hr	05/01/09-06/30/09
Hetschel, Alyssa	Sr. Lifeguard/SC	16.00/hr	05/01/09-06/30/09
Hetschel, Nicole	Sr. Lifeguard/SC	16.00/hr	05/01/09-06/30/09
Hewitt, Brittney	Rec. Aide./SC	10.00/hr	05/01/09-06/30/09

<sup>7</sup> Related, both sisters are Recreation Leaders, Office of 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 **2008/2009** 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>
Holmes, Brooklin	Sr. Lifeguard/SC	\$ 16.00/hr	05/01/09-06/30/09
Jacobs, Michael	Sr. Lifeguard/SC	16.00/hr	05/01/09-06/30/09
Jordan, Kyle	Sr. Lifeguard/SC	16.00/hr	05/01/09-06/30/09
Klein, Marisa	Sr. Lifeguard/SC	16.00/hr	05/01/09-06/30/09
LaMotte, Amber	Comm. Ed./SC	5000.00/cs	05/01/09-06/30/09
<sup>8</sup> Lawson, Andrew	Sr. Lifeguard/SC	16.00/hr	05/01/09-06/30/09
<sup>8</sup> Lawson, Hannah	Sr. Lifeguard/SC	16.00/hr	05/01/09-06/30/09
Lazar, Garrick	Clinical Skills Spec./SC	30.00/hr	04/27/09-06/30/09
Lefevre, Zachary	Sr. Lifeguard/SC	16.00/hr	05/01/09-06/30/09
Lewis, Kimberly	Sr. Lifeguard/SC	16.00/hr	05/01/09-06/30/09
Mackey, Marica	Sr. Lifeguard/SC	16.00/hr	05/01/09-06/30/09
<sup>9</sup> Mahoney, Christina	Rec. Leader/SC	20.00/hr	05/01/09-06/30/09
Martin, Caroline	Rec. Leader/SC	15.00/hr	05/01/09-06/30/09
McGervey, Patrick	Rec. Aide./SC	10.00/hr	05/01/09-06/30/09
Modes, Megan	Rec. Aide./SC	10.00/hr	05/01/09-06/30/09
Moeller, MacKenna	Sr. Lifeguard/SC	16.00/hr	05/01/09-06/30/09
Mousakis, Shaun	Clinical Skills Spec./SC	30.00/hr	04/27/09-06/30/09
Neville, Michelle	Rec. Leader/SC	15.00/hr	05/01/09-06/30/09
Newman, Brent	Sr. Lifeguard/SC	16.00/hr	05/01/09-06/30/09
<sup>10</sup> Pagal, Sloane	Rec. Aide./SC	10.00/hr	05/01/09-06/30/09
Pham, Jenny	Sr. Lifeguard/SC	15.00/hr	05/01/09-06/30/09
Salazar, Irma	Comm. Ed./SC	5000.00/cs	05/01/09-06/30/09
Shumate, Jake	Clinical Skills Spec./SC	30.00/hr	04/20/09-06/30/09
Simeroth, Leslie	Sr. Lifeguard/SC	16.00/hr	05/01/09-06/30/09
Stevens, Bradley	Rec. Aide./SC	10.00/hr	05/01/09-06/30/09
Stewart, David	Sr. Lifeguard/SC	16.00/hr	05/01/09-06/30/09
St. Jean, Nichole	Rec. Leader/SC	15.00/hr	05/01/09-06/30/09
Stockus, Robert	Clinical Skills Spec./SC	30.00/hr	04/28/09-06/30/09
<sup>11</sup> Stowell, Breanna	Rec. Leader/SC	15.00/hr	05/01/09-06/30/09
<sup>11</sup> Stowell, Rylee	Rec. Leader/SC	15.00/hr	05/01/09-06/30/09
Uhlman, Diana	Rec. Leader/SC	15.00/hr	05/01/09-06/30/09
<sup>12</sup> Uhlman, Jennifer	Rec. Aide./SC	10.00/hr	05/01/09-06/30/09
<sup>12</sup> Uhlman, John	Comm. Ed./SC	5000.00/cs	05/01/09-06/30/09
Valencia, Danielle	Sr. Lifeguard/SC	16.00/hr	05/01/09-06/30/09
Whyte, Trevor	Rec. Leader/SC	15.00/hr	05/01/09-06/30/09
Zwicker, Kristen	Rec. Aide./SC	10.00/hr	05/01/09-06/30/09

<sup>8</sup> Related, both brother and sister are Senior Lifeguards, Office of Community Education, Saddleback College.

<sup>9</sup> Daughter of Mary Boland, Community and Contract Education, Office of Community Education, Saddleback College.

<sup>10</sup> Daughter of Earl Pagal, Risk Manager, Office of Human Resources, District.

<sup>11</sup> Related, both sisters are Recreation Leaders, Office of Community Education, Saddleback College.

<sup>12</sup> Related, John Ulman, is the father of Jennifer Ulman, both work at Office of 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 **2009/2010** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed</u>	<u>Start/End Date</u>
Adney, Curtis	Community Educ./SC	\$ 2500.00/cs	07/01/09-06/30/10
Armstrong, Dawn	Interpreter IV/IVC	25.00/hr	07/01/09-06/30/10
Arnold, Brenda	Community Education/IVC	2500.00/cs	07/01/09-06/30/10
Avila, Alex	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Bachmayer, Carrie	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Barcenas, Patricia	Cert. Test Proctor/IVC	12.50/hr	07/01/09-06/30/10
Barrett, Alyson	Sr. Lifeguard/SC	16.00/hr	07/01/09-06/30/10
Bauer, Lucas	Clinical Skills Spec./SC	30.00/hr	07/01/09-06/30/10
Beach, Michelle	Rec. Aide./SC	10.00/hr	07/01/09-06/30/10
Bell, John	Cert. Test Proctor/IVC	12.50/hr	07/01/09-06/30/10
Blanco, Sylvia	Community Education/SC	2500.00/cs	07/01/09-06/30/10
<sup>13</sup> Boland, Mary	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Booker, Nicholas	Comm. Ed./SC	5000.00/cs	07/01/09-06/30/10
Borujerdpur, Arash	Sr. Lifeguard/SC	16.00/hr	07/01/09-06/30/10
<sup>14</sup> Brewington, H.	Interpreter IV/SC	25.00/hr	07/01/09-06/30/10
Broida, David	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Brown, Meghan	Sr. Lifeguard/SC	15.00/hr	07/01/09-06/30/10
Buckman, Andrea	Interpreter IV/IVC	25.00/hr	07/01/09-06/30/10
Buckman, Jennifer	Interpreter IV/SC	25.00/hr	07/01/09-06/30/10
Calabretta-Dawson, Mara	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Carter, Daniel	Interpreter IV/IVC	25.00/hr	07/01/09-06/30/10
Casado, Sandra	Community Education/IVC	2500.00/cs	07/01/09-06/30/10
Chase-Wagniere, Taylor	Rec. Leader/SC	20.00/hr	07/01/09-06/30/10
Cole, Michael	Rec. Leader/SC	15.00/hr	07/01/09-06/30/10
Collas, Ivans	Community Education/IVC	2500.00/cs	07/01/09-06/30/10
Connell, Andrew	Rec. Aide./SC	10.00/hr	07/01/09-06/30/10
Cook, Christopher	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Cooper, Stacy	Interpreter IV/IVC	25.00/hr	07/01/09-06/30/10
Cosmakos, Rachel	Sr. Lifeguard/SC	16.00/hr	07/01/09-06/30/10
Curzon, Geoffrey	Sr. Lifeguard/SC	16.00/hr	07/01/09-06/30/10
D'Aleo-Russey, Nancy	Comm. Ed./SC	5000.00/cs	07/01/09-06/30/10
Dempsey, Gene	CACT Educator/ATEP	68.89/hr	07/01/09-06/30/10
Dill, Laura	Recreation Leader/SC	28.00/hr	07/01/09-06/30/10
Doushkina, Valentina	CACT Educator/ATEP	68.89/hr	07/01/09-06/30/10
Drew, John	Community Education/IVC	2500.00/cs	07/01/09-06/30/10
Drzymkowski, Kristina	Rec. Leader/SC	15.00/hr	05/01/09-06/30/09
Easley, Mary Ann	Community Education/IVC	2500.00/cs	07/01/09-06/30/10
Ebat, Maryann	Interpreter IV/IVC	25.00/hr	07/01/09-06/30/10
Fleming, Carrisa	Rec. Leader/SC	15.00/hr	05/01/09-06/30/09
Francisco, David	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Geller, Valerie	Community Education/SC	5000.00/cs	07/01/09-06/30/10

<sup>13</sup> Mother of Christina Mahoney. Recreation Leader, 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 **2009/2010** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed</u>	<u>Start/End Date</u>
Geronimo, Alex	Sr. Lifeguard/SC	\$ 16.00/hr	07/01/09-06/30/10
Gleizer, Jennifer	Community Education/SC	5000.00/cs	07/01/09-06/30/10
Globus, Lawrence	Community Education/IVC	2500.00/cs	07/01/09-06/30/10
Goffin, Charles	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Gorman, Ron	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Hannon, Karen	Interpreter IV/SC	25.00/hr	07/01/09-06/30/10
Harriger, James	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Hauck, James	CACT Educator/ATEP	68.89/hr	07/01/09-06/30/10
Heiden, Andrea	Community Education/SC	5000.00/cs	07/01/09-06/30/10
Herald, Christopher	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Hernandez, Jerry	Rec. Leader/IVC	20.00/hr	07/01/09-06/30/10
<sup>14</sup> Hetschel, Alyssa	Sr. Lifeguard/SC	16.00/hr	07/01/09-06/30/10
<sup>14</sup> Hetschel, Nicole	Sr. Lifeguard/SC	16.00/hr	07/01/09-06/30/10
Hewitt, Brittney	Rec. Aide./SC	10.00/hr	07/01/09-06/30/10
Hodges, John	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Holmes, Brooklyn	Sr. Lifeguard/SC	16.00/hr	07/01/09-06/30/10
Hutchinson, Charlene	Interpreter IV/IVC	25.00/hr	07/01/09-06/30/10
Jacinto, Carolyn	Community Education/IVC	2500.00/cs	07/01/09-06/30/10
Jacobs, Michael	Sr. Lifeguard/SC	16.00/hr	07/01/09-06/30/10
Jarrett, Donald	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Jeffers, Sarah	Interpreter IV/SC	25.00/hr	07/01/09-06/30/10
Johannsen, Daryl	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Jordan, Kyle	Sr. Lifeguard/SC	16.00/hr	07/01/09-06/30/10
Kandel, Marlene	Interpreter IV/SC	25.00/hr	07/01/09-06/30/10
Kelly, Erik	Cert. Test Proctor/IVC	12.50/hr	07/01/09-06/30/10
Klein, Marisa	Sr. Lifeguard/SC	16.00/hr	07/01/09-06/30/10
Knight, Kenneth	Model/SC	22.00/hr	07/01/09-06/30/10
Konstant, Eugene	Community Education/IVC	2500.00/cs	07/01/09-06/30/10
LaMotte, Amber	Community Education/SC	5000.00/cs	07/01/09-06/30/10
Larragoiti, Nancy	Community Education/SC	2500.00/cs	07/01/09-06/30/10
<sup>8</sup> Lawson, Andrew	Sr. Lifeguard/SC	16.00/hr	07/01/09-06/30/10
<sup>8</sup> Lawson, Hannah	Sr. Lifeguard/SC	16.00/hr	07/01/09-06/30/10
Lawson, Justine	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Lee, Christopher	Cert. Test Proctor/IVC	12.50/hr	07/01/09-06/30/10
Lefevre, Zachary	Sr. Lifeguard/SC	16.00/hr	07/01/09-06/30/10
Lewis, Kimberely	Sr. Lifeguard/SC	16.00/hr	07/01/09-06/30/10
Little, Laura	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Lugena, Alan	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Mackey, Marica	Sr. Lifeguard/SC	16.00/hr	07/01/09-06/30/10
<sup>9</sup> Mahoney, Christina	Rec. Leader/SC	20.00/hr	07/01/09-06/30/10

<sup>14</sup> Related, both sisters are Senior Lifeguards, Office of 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 **2009/2010** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed</u>	<u>Start/End Date</u>
Marsh, Eric	Rec. Leader/SC	\$ 15.00/hr	07/01/09-06/30/10
Martin, Caroline	Rec. Leader/SC	15.00/hr	07/01/09-06/30/10
McGervey, Patrick	Rec. Aide./SC	10.00/hr	07/01/09-06/30/10
Mitchell, Lindsay	Sr. Lifeguard/SC	15.00/hr	07/01/09-06/30/10
Modes, Megan	Rec. Aide./SC	10.00/hr	07/01/09-06/30/10
Moeller, MacKenna	Sr. Lifeguard/SC	16.00/hr	07/01/09-06/30/10
Monacelli, Brian	CACT Educator/ATEP	68.89/hr	07/01/09-06/30/10
Montalvo, Patricia	Interpreter IV/IVC	25.00/hr	07/01/09-06/30/10
Moran, Elaine	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Morefield, Michael	Interpreter IV/IVC	25.00/hr	07/01/09-06/30/10
Mota, Kelvin	Rec. Leader/SC	15.00/hr	07/01/09-06/30/10
Neal, Phyllis	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Nethery, Betty	Community Education/IVC	2500.00/cs	07/01/09-06/30/10
Neville, Michelle	Rec. Leader/SC	15.00/hr	05/01/09-06/30/09
O'Brien, Christopher	Rec. Leader/IVC	15.00/hr	07/01/09-06/30/10
O'Connell, Jalon	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Ovadia, Nargues	Community Education/IVC	2500.00/cs	07/01/09-06/30/10
<sup>10</sup> Pagal, Sloane	Rec. Aide./SC	10.00/hr	07/01/09-06/30/10
Pham, Jenny	Sr. Lifeguard/SC	15.00/hr	07/01/09-06/30/10
Pinto, Andrew	Cert. Test Proctor/IVC	12.50/hr	07/01/09-06/30/10
Prosper, Charles	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Quade, Joyce	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Robinson, Claudine	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Sae, Kohra	Community Education/IVC	2500.00/cs	07/01/09-06/30/10
Salazar, Irma	Community Education/SC	5000.00/cs	07/01/09-06/30/10
Samulski, Jana	Community Education/IVC	2500.00/cs	07/01/09-06/30/10
Schiff, Maureen	Interpreter IV/SC	25.00/hr	07/01/09-06/30/10
Scodeller, Emil	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Shoemaker, Parry	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Simeroth, Leslie	Sr. Lifeguard/SC	16.00/hr	07/01/09-06/30/10
Skinner, Diane	Interpreter IV/SC	25.00/hr	07/01/09-06/30/10
St. Jean, Nichole	Rec. Leader/SC	15.00/hr	07/01/09-06/30/10
Steffensmeier, Mari	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Stevens, Bradley	Rec. Aide./SC	10.00/hr	07/01/09-06/30/10
Stewart, David	Sr. Lifeguard/SC	16.00/hr	07/01/09-06/30/10
Stowell, Breanna	Rec. Leader/SC	15.00/hr	07/01/09-06/30/10
Stowell, Rylee	Rec. Leader/SC	15.00/hr	07/01/09-06/30/10
<sup>15</sup> Tabibzadeh, Akbar	Cert. Test Proctor/IVC	12.50/hr	07/01/09-06/30/10
Trani, Nicholas	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Trolinger, James	CACT Educator/ATEP	68.89/hr	07/01/09-06/30/10

<sup>15</sup> Father in-law of Dr. Glenn Roquemore, President, Irvine Valley College and father of Kiana Tabibzadeh, Chemistry Instructor, 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 **2009/2010** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed</u>	<u>Start/End Date</u>
Turney, Jason	Community Education/SC	\$ 2500.00/cs	07/01/09-06/30/10
Uhlman, Diana	Rec. Leader/SC	15.00/hr	07/01/09-06/30/10
<sup>12</sup> Uhlman, Jennifer	Rec. Aide./SC	10.00/hr	07/01/09-06/30/10
<sup>12</sup> Uhlman, John	Comm. Ed./SC	5000.00/cs	07/01/09-06/30/10
Valencia, Danielle	Sr. Lifeguard/SC	16.00/hr	07/01/09-06/30/10
Varney, Rosemary	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Wallace, Blake	Rec. Leader/IVC	15.00/hr	07/01/09-06/30/10
Whyte, Trevor	Rec. Leader/SC	15.00/hr	07/01/09-06/30/10
Wood, Jeffrey	Interpreter IV/SC	25.00/hr	07/01/09-06/30/10
Wood-Cochran, Jan	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Worcester, Pamela	Community Education/SC	2500.00/cs	07/01/09-06/30/10
Yunes, Omar	Sr. Lifeguard/SC	15.00/hr	07/01/09-06/30/10
Zwicker, Kristen	Rec. Aide./SC	10.00/hr	07/01/09-06/30/10

**B. AUTHORIZATION TO ELIMINATE CLASSIFIED POSITION AND/OR POSITION NUMBERS**

1. DIRECTOR, INSTRUCTIONAL SUPPORT SERVICES, Pos #3051, Classified Management Salary Range 08, Media Services, Office of Instruction, Saddleback College seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position, from its staff complement, pursuant to reorganization as defined in Title V Education Regulation, Section (c), Recruitment 53021, effective July 1, 2009. (Position approved: August 30, 2004)
2. PROGRAM LABORATORY TECHNICIAN-CATEGORICAL FUNDED, Pos #3987, Classified Bargaining Unit Salary Range 122, Division of Health Sciences and Human Services, Saddleback College, seeks authorization to eliminate this full-time, 40 hours per week position from its staff complement, effective May 27, 2009. This position is funded by the Enrollment Growth 08-10 grant for a period of two (2) years. (Position approved: July 28, 2008)
3. WEBMASTER, Pos #3782, Classified Salary Range 142, Advanced Technology and Education Park seeks authorization to eliminate this full-time, 30 hours per week, 12 months per year position from its staff complement, effective June 1, 2009. (Position approved: October 22, 2007)

**C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION**

1. COLLEGE PUBLIC INFORMATION OFFICER, Classified Bargaining Unit Salary Range 133, Office of Public Information and Marketing, Saddleback College, seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its complement, effective May 27, 2009. (Job Description, Exhibit B, Attachment 1)
2. DIRECTOR, SUPPLEMENTAL FUNDING AND SUPPORT SERVICES, Classified Management Salary Range 08, Office of Instruction, Saddleback College seeks authorization to establish a full-time, 40 hours per week, 12 months per year position to its staff complement, pursuant to reorganization as defined in Title V Education Regulation, Section (c), Recruitment 53021, effective July 1, 2009. (Job Description, Exhibit B, Attachment 2)
3. PROGRAM SENIOR LAB TECHNICIAN (SIMULATION) – CATEGORICAL FUNDED, Classified Bargaining Unit Salary Range 130, Division of Health Sciences and Human Services, Saddleback College seeks authorization to establish and announce a full-time, 40 hours per week position to its staff complement, effective May 27, 2009. This position is funded by the Enrollment Growth 08-10 grant for a period of two (2) years. Employment in this categorical position is contingent upon the availability of these funds. (Job Description, Exhibit B, Attachment 3)
4. WEBMASTER, Classified Salary Range 142, Advanced Technology and Education Park seeks authorization to establish a full-time, 40 hours per week, 12 months per year position to its staff complement, effective June 1, 2009. (Job Description, Attachment 4)

**D. AUTHORIZATION TO CHANGE ORGANIZATION REPORTING STRUCTURE**

1. Saddleback College is changing the organization reporting structure for the following Classified Bargaining Unit employees and assigned positions from reporting to the Director of Institutional Support Services to begin reporting to the Dean, Liberal Arts and Learning Resources, effective July 1, 2009.

<u>Name</u>	<u>Position ID and Title</u>
Armstrong, Deborah	Pos #1358, Library Technician
Bellin, Laura	Pos #1276, Library Technician
Farshidpour, Kianoush	Pos #3222, Library Assistant I
Locke, James	Pos #1390, Library Technician
Luna, Luz-Maria	Pos #3453, Library Assistant II
Mc Cotter, John	Pos #3452, Laboratory Technician, Computers
Pham, Vannie	Pos #3494, Library Assistant II
Russell, Kelly	Pos #3284, Library Assistant I
Soria, Lucila	Pos #3401, Library Assistant II
Woolfenden, Robert	Pos #3618, Library Assistant I

**D. AUTHORIZATION TO CHANGE ORGANIZATION REPORTING STRUCTURE -**

Continued

2. Saddleback College is changing the organization reporting structure for the following Classified Bargaining Unit employees and assigned positions from reporting to the Director of Institutional Support Services to begin reporting to the Director of Technology Services, effective July 1, 2009.

<u>Name</u>	<u>Position ID and Title</u>
Founds, Rick	Pos #3239, Multimedia Technician
Lakow, William	Pos #3288, Multimedia Technician
Manley, Dana	Pos #3359, Multimedia Technician

**E. CHANGE OF STATUS**

1. CLASSIFIED EMPLOYMENT

- a. GARCIA, ADELFA, ID # 13532, Senior Accounting Technician, Pos #3292, Classified Bargaining Unit Salary Range 128, Step 4, 40 hours per week, 12 months per year, Fiscal Services, Office of Business and Administrative Services, District, is to be employed as District Accounting Systems Specialist, Pos #4019, 40 hours per week, 12 months per year, Classified Bargaining Unit Salary Range 134, Step 4, Fiscal Services, Office of Business and Administrative Services, District, effective May 18, 2009. This is a new position approved by the Board of Trustees on February 23, 2009.
- b. GARANT, ERIC, ID #2014, Director, Instructional Support Services, Pos #3051, Classified Management Salary Range 8, Step 10, 40 hours per week, 12 months per year, Media Services, Office of Instruction, Saddleback College, is to be employed as Director, Supplemental Funding and Support Services, Classified Management Salary Range 8, Step 10, 40 hours per week, 12 months per year, Office of Instruction, Saddleback College, effective July 1, 2009, pursuant to reorganization as defined in Title V Education Regulation, Section (c), Recruitment 53021.
- c. MARTINEZ, MICHAEL, ID #15434, Webmaster, Pos #3782, Classified Salary Range 142, Step 3, 30 hours per week, 12 months per year, Advanced Technology and Education Park, is to be given a change in hours to 40 hours per week, 12 months per year, pursuant to Article 7.3.2 of the C.S.E.A. contract, effective June 1, 2009. This permanent change of hours is contingent upon approval by the Board of Trustees for items B3 and C4 of this agenda.
- d. NASSAR, 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, Office of Student Development, Student Health Center, Irvine Valley College, has been given a temporary change of hours to 15 hours per week for the summer session, effective June 1, 2009 to August 21, 2009.

**F. OUT OF CLASS ASSIGNMENTS**

1. ANSTADT, MARY, ID #10795, Senior Administrative Assistant, Pos #3223, Classified Bargaining Unit Salary Range 127, Step 6, 40 hours per week, 12 months per year, School of Guidance and Counseling, Saddleback College, has been given a temporary change in assignment to Program Specialist (Categorical), Pos #4037, Classified Bargaining Unit Salary Range 130, Step 6, 40 hours per week, Research, Planning and Grants, Office of Instruction, Saddleback College, effective May 11, 2009. This is a temporary assignment in a vacant position approved by the Board of Trustee on April 27, 2009. This position is funded by the Community Collaborative grant. Employment in this categorical position is contingent upon the availability of these funds.
2. FONG, KAREN, ID #16011, Senior Graphic Designer, Pos #3525, a temporary out of class assignment, Classified Bargaining Unit Salary Range 134, Step 1, Office of College Publications, Saddleback College, returned to permanent assignment as Graphic Designer, Pos #3383, Classified Bargaining Unit Salary Range 130, Step 2, 40 hours per week, Office of College Publications, Saddleback College, effective April 9, 2009. The temporary assignment ended on April 8, 2009.
3. WOODARD, STEPHEN, ID #4625, Groundskeeper, Pos #2802, 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, has been given a temporary change in assignment to Irrigation Specialist, Pos #3158, Classified Bargaining Unit Salary Range 129, Step 2, 40 hours per week, Facilities Grounds, Office of Physical Plant, Irvine Valley College, effective April 17, 2009 through May 1, 2009. This is a temporary reassignment for Nicholas Zambrano, who is on leave.

**G. LEAVE OF ABSENCE**

1. GALLEGOS, MAXIMO, ID #4849, Custodian, Pos #1975, Classified Bargaining Unit Salary Range 113, Step 6, 40 hours per week, 12 months per year, Facilities Custodial, Office of Physical Plant, Irvine Valley College has been approved for an unpaid leave of absence with benefits effective May 1, 2009 through May 18, 2009.

**H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT**

1. O'CONNOR, PATRICIA, ID#10760, Office Assistant, Pos #3205, 29 hours per week, 12 months per year, Division of Mathematics, Sciences and Engineering, Saddleback College, resignation effective May 15, 2009 and retirement May 16, 2009. Payment is authorized for any compensated time off. (Start date: May 15, 2001)

**I. VOLUNTEERS**

1. The following individuals are to be approved as Volunteers for the **2008/2009** academic year.

Fine Arts, Saddleback College

Bennett, Taylor	Berlin, Daniel	Campos, Diana
Carmona, Andrew	Chiate, Kendall	Chiate, Laura
Chiate, Morgan	Coffey, Katie	Cohn, Greta
D'Aliesio, Rhea	Dominguez, Nicole	Early, Kelly
Ellis, Nicole	Geib, Deonne	Gopen, Garrett
Gopen, Johnthan	Grant, Keith	Kelly, Julia
Kelly, Cassidy	Olmstead, Alexandra	Olds, Sara
Pikula, Elise	Price, Emily	Rodriguez, Shannon
Watson, Nona	Wilson, Emily	Ybarra, Elise

Health Sciences and Human Services, Saddleback College

Lu, Michelle

Learning Assistance Program, Liberal Arts and Learning Resources, Saddleback College

Blair, James                      Kusunoki, Rebecca

Liberal Arts and Learning Resources, Saddleback College

Avanessian, Narineh

Emeritus Institute, Irvine Valley College

Nestor, Robbin

Fine Arts, Irvine Valley College

Cogdas, Ceyhun	Kapanui-Parsons, Stephenie	Khodadadi, Nahid
Wurffell, Yoon		

Health Sciences, Physical Education and Athletics, Irvine Valley College

Simon, Miles                      Zotinca, Alexandru

2. The following individuals are to be approved as Volunteers for the **2009/2010** academic year.

Health Sciences and Human Services, Saddleback College

Lu, Michelle

Fine Arts, Irvine Valley College

Kapanui-Parsons, Stephenie      Wurffell, Yoon

Health Sciences, Physical Education and Athletics, Irvine Valley College

Simon, Miles                      Zotinca, Alexandru

South Orange County Community College District

**COLLEGE PUBLIC INFORMATION OFFICER – CLASSIFIED BARGAINING UNIT  
SALARY RANGE 133**

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under direction from a College President performs a variety of activities involving public information and marketing management, including publicity, advertising and promotions at a District campus; coordinates press releases with the press and broadcast media; develops and disseminates a wide variety of information and publications of public interest; serves as college's liaison with the media; and provides highly complex staff assistance to a College President.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Develop and implement a variety of public relations and marketing activities and functions including publicity, advertising and promotional plans and strategies at a District campus.
2. Coordinate the development of promotional and marketing literature with academic and administrative staff; provide advice and assistance regarding publications and materials development.
3. Prepare a variety of correspondence for assigned President; receive, sort and distribute mail as necessary.
4. Write, edit, layout and/or coordinate the publishing of a variety of College publications including College bulletins, brochures, flyers and various other marketing materials.
5. Coordinate information released to the press and broadcast media; prepare news releases; generate media coverage to College events.
6. Edit materials and writings written by other departments; assist in the review of all promotional materials intended for general distribution.
7. Schedule and review the activities of assigned staff to ensure that work is completed in a timely and efficient manner; provide or coordinate staff training; work with employees to correct deficiencies.
8. Participate in the preparation and administration of assigned budget; submit budget recommendations; monitor and control expenditures.
9. Respond to a variety of customer inquiries, comments and concerns in writing and in person; provide information and assistance to members of the general public, the media, and outside institutions and organizations; resolve complaints in an efficient and timely manner.
10. Perform related duties as required.



### QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

#### Knowledge of:

Operations, services, and activities of a public information and marketing program.  
Journalistic writing and reporting techniques.  
Principles and practices of public information program development and implementation.  
Principles, practices and techniques of distributing information for mass media communications.  
Communications media sources, including but not limited to newspapers, radio, television and internet.  
Methods and techniques of news reporting and editing.  
Principles of research, writing, editing, and preparing a variety of informational publications, reports and speeches, bulletins, press releases, feature stories, scripts, and distribution materials.  
Methods and techniques used in developing communications for internal and external audiences.  
Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.  
Principles of business letter writing and report preparation.  
Principles and practices of record keeping.  
English usage, spelling, grammar, and punctuation.  
Principles of training and work direction.

#### Ability to:

Assist in developing, implementing and evaluating public relations and marketing goals, objectives, policies and procedures.  
Develop, write and coordinate the production of College publications and promotional and marketing materials in an effective and appropriate manner.  
Interpret and apply College policies and procedures.  
Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, press, or other agencies on sensitive issues.  
Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.  
Train and provide work direction to assigned staff.  
Organize data, maintain records and prepare reports.  
Work independently in the absence of supervision.  
Communicate clearly and concisely, both orally and in writing.  
Establish and maintain effective working relationships with those contacted in the course of work.

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/Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in journalism, communications, public relations, marketing or a related field.

#### Experience:

Two years of increasingly responsible experience in advertising, marketing or public relations.

South Orange County Community College District  
Page 3 - College Public Information Officer

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment:

Work is performed primarily in a standard office setting. Duties are typically performed at a desk or computer terminal; subject to noise from office equipment operation; frequent interruptions and contact in person and on the telephone with students, academic and classified staff, and others. At least minimal environmental controls are in place to assure health and comfort.

Physical:

Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision:

See in the normal visual range with or without correction.

Hearing:

Hear in the normal audio range with or without correction.

Johnson & Associates - June, 2005  
Board of Trustees Approved – February 27, 2006

South Orange County Community College District

**DIRECTOR, SUPPLEMENTAL FUNDING AND SUPPORT SERVICES - Classified**  
Management Salary Range 08

DEFINITION

To provide leadership, vision, direction, coordination and management regarding supplemental State and federal funding and assigned support services; manage and distribute supplemental State and federal funds awarded to the College, from sources such as the grant awarded through the Carl D. Perkins Career and Technical Education Act of 2006 and economic stimulus monies derived from the American Recovery and Reinvestment Act of 2009 (ARRA); provide guidance and supervision, as needed, to the Career Center.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Vice President of Instruction or designee. Exercises direct supervision over classified staff as assigned.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Direct, supervise and evaluate a wide variety of comprehensive support services of a community college, such as the career center and other programs and services as assigned.

Develop goals, objectives, priorities, policies and procedures for all areas of assignment.

Forecast future funding opportunities for State and federal monies; research and keep current on available supplemental revenue sources; review and monitor Perkins IV and ARRA websites and PowerPoint presentations for RFA/RFP requests and other possible grant funding and notify members of the CTE LPT and/or the ARRA Strike Force; receive proposal prospectus for administrative review for any Perkins IV or ARRA funding.

Work with faculty and staff to develop suggested grants to obtain ARRA funding; work with Grant writer to write grants for funding; review proposals with Strike Force and Saddleback College Grant Office.

Work through the Saddleback College and Irvine Valley College Career and Technical Education (CTE) Deans on plan development and submittal related to the Perkins IV Annual Plan written by SC and IVC and submitted by the District.

Recruit members for the CTE Local Plan Team (LPT) Committee; conduct annual meetings of the LPT; work with CTE Deans and LPT Advisory Committee to review progress of past grant and proposed grant for next year.

Co-Chair meetings of the ARRA Stimulus Strike Force; maintain minutes of meetings and post on newly developed website wiki site.

Monitor ARRA grants receiving funding and compare with quarterly reports; communicate with College Deans, Vice President of Instructions and Presidents on ARRA efforts.

South Orange County Community College District  
Page 2 - Director, Supplemental Funding and Support Services

EXAMPLES OF DUTIES

Identify areas for improvement (after review of targets submitted vs. State targets) by TOPs code and special populations; work with District personnel to negotiate special population targets for each TOP code department; ask faculty for suggested activities for identified areas of deficiencies for next year's activities.

Attend monthly Los Angeles/Orange County Workforce Development Leaders (LOWDL) meetings to stay current; attend semiannual meetings of (California Community College Association for Occupational Educational Education (CCCAOE) and represent Perkins Grants; work with IVC to coordinate efforts on Perkins IV.

Attend any State and federal workshop related to supplemental funding, including Perkins IV and ARRA; review any ARRA or Perkins IV Internet presentation from the State Chancellor's Office to become familiar with requirements.

Maintain a liaison relationship with the administrative and faculty user community; develop and implement opportunities for staff to apply for available funding; promote new opportunities and services to these user communities.

Participate in establishing and maintaining the creative vision and direction for supplemental funding opportunities and support services; consult with administration, faculty and staff on opportunities for supplemental funding and for the development and delivery of assigned support services.

Provide College administrators and other District personnel with regular updates on supplemental funding and support services; interact directly with College administrators with policy-level responsibility.

Coordinate with District and College personnel when managing and distributing supplemental funds and developing new or improved support services; coordinate, monitor and evaluate grants and funding contracts, ensuring the timely completion of legal requirements and timelines.

Establish and administer annual Perkins IV and ARRA budgets; monitor budgets quarterly and collect reports from all recipients of funding; review, monitor and control expenditure of funds; make budget transfers for as necessary in accordance with grant provisions, requirements and timelines.

Coordinate Vocational-Technical Education Act (VTEA) surveys of Fall, Spring and Summer classes and submit quarterly and annual reports to District and State according to established timelines.

Maintain email, website and wiki-site for Saddleback College ARRA and other supplemental funding efforts as assigned.

Provide guidance to the Career Center staff as needed; organize and maintain Career Center data; supervise Career Center staff if needed.

Perform related duties as assigned.

South Orange County Community College District  
Page 3 - Director, Supplemental Funding and Support Services

### QUALIFICATIONS

#### Knowledge of:

Principles of management, supervision and training.  
Principles and procedures of financial record keeping.  
Budget preparation, administration and control.  
Applicable local State and federal laws and regulations.  
District and College policies, procedures, organization, operations and objectives.  
Correct English composition, grammar, spelling and vocabulary.  
Interpersonal skills including tact, patience and diplomacy.  
Operation of computer, peripherals and software programs, including management information systems, database management, spreadsheet, word processing and specialized software related to assignment.  
Planning and organizational skills.  
Oral and written communication skills, including public speaking and presentation.

#### Ability to:

Plan, develop, organize, coordinate, implement, direct, manage and evaluate assigned programs, services, operations and activities.  
Prepare and present complex ideas and processes both orally and in written form.  
Develop, manage, monitor, review and evaluate multiple budgets.  
Research and maintain current knowledge of supplemental funding and grant opportunities and distribute relevant information to prospective applicants within the College community.  
Use independent judgment to plan and accomplish goals.  
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations.  
Interpret, apply and explain applicable federal, State, and local laws, codes and regulations related to area of assignment.  
Communicate clearly and concisely, both orally and in writing.  
Lead and facilitate group meetings effectively.  
Prepare and present oral and written reports and recommendations.  
Respond to requests and inquiries from management, academic and classified staff and the public.  
Assure compliance with State and federal laws and District policies.  
Train, supervise and evaluate the performance of assigned personnel.  
Establish and maintain cooperative and effective working relationships with those contacted in the course of work.  
Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.  
Work effectively with others to achieve common goals including student recruitment and retention.  
Maintain the security of confidential materials.  
Collect, compile and analyze data.  
Operate office equipment such as computer, printer, calculator, copier and facsimile machine.

#### Other Requirements:

A valid California driver's license.

South Orange County Community College District  
Page 4 - Director, Supplemental Funding and Support Services

#### EXPERIENCE AND TRAINING GUIDELINES

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

##### Experience:

Five years of increasingly responsible work experience that demonstrates the ability to manage and distribute supplemental State and federal monies and to direct and manage a variety of College-wide support services.

##### Training:

Equivalent to a Master's degree from an accredited college or university with major course work in public or business administration or closely related field.

#### 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.

##### Work Environment:

Duties are performed primarily in an office environment at a desk or computer workstation. Incumbents are subject to frequent contact in person and on the telephone with College and District personnel and representatives of State and federal governmental agencies. Work requires travel to other offices or locations to conduct work or attend meetings.

##### Physical Demands

Typically must sit for long periods; use hands and fingers to operate a computer keyboard; remember key information and concentrate for prolonged periods; see to read all printed materials including, fine print, computer screen and electronic displays; hear and understand voices to conduct face-to-face and telephone conversations; speak in an understandable voice with sufficient volume to be heard within a normal conversational distance or on the telephone; transport self to places necessary to perform the duties of the position; lift, push, pull, move and/or carry objects weighing up to five pounds to a maximum of 25 pounds.

Prepared by Marlys Grodt & Associates – May, 2009

South Orange County Community College District

**PROGRAM SENIOR LAB TECHNICIAN (SIMULATION) – CATEGORICAL FUNDED,**  
Classified Bargaining Unit Salary Range 130

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under direction from a Dean or other administrator, performs complex technical work in an instructional learning environment for a highly technical or complex subject area; exercises judgment and initiative in coordinating labs and other instructional facilities and materials within the assigned area; performs laboratory tests and/or experiments; provides a high level of assistance to assigned staff; and makes adjustments to equipment as necessary.

DISTINGUISHING CHARACTERISTICS

This class is distinguished from similar classifications in that positions assigned to this class are categorically funded, not financed by District funds. Positions in the Program Senior Lab Technician class are distinguished from the Program Lab Technician by the level of responsibility assumed and the complexity and range of duties assigned. Employees assume greater responsibility for more technical aspects of a learning program, perform at a skill level with a considerable degree of independence, and operate complex apparatus, equipment, and machines. In addition, the Program Senior Lab Technician must possess extensive technical or academic training and experience in the assigned field, set up complex labs, monitor assigned budgets, order and inventory laboratory supplies and materials, and provide significant academic assistance to assigned staff. Employees at this level are required to be fully trained in all procedures related to assigned area of responsibility and are fully aware of the operating policies and procedures of the work unit.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Participate in the planning and implementation of laboratory exercises and experiments; implement new or modified policies and procedures as required.
2. Prepare for laboratory demonstrations; set up laboratory apparatus; assist students in the use of a variety of laboratory equipment and instruments; ensure student compliance with laboratory policies, procedures and safety precautions; demonstrate proper care and cleaning procedures for laboratory equipment.
3. Assist instructors in developing and using instructional materials including simulation equipment; prepare study sheets, visual instructional aides, sample exercises and exams, and laboratory experiments.
4. Provide assistance to students on a variety of laboratory and course related matters; review student work in progress and assist in resolving technical experimentation problems.
5. Assist instructors, staff and students in the use of a variety of laboratory equipment, materials and supplies in an instructional setting; monitor students involved in laboratory activities; ensure student compliance with laboratory policies, procedures and safety precautions; demonstrate safety and emergency procedures in class and laboratory situations.

South Orange County Community College District  
Page 2 - Program Senior Lab Technician (Simulation) – Categorical Funded

REPRESENTATIVE DUTIES

6. Maintain a clean and safe learning environment; install new hardware and software on simulation equipment and perform upgrades as necessary; perform operational checks on equipment; diagnose, troubleshoot, and repair malfunctioning equipment; consult with technical support as necessary; send out for repair as appropriate; oversee scheduled maintenance.
7. Oversee and participate in the ordering and maintenance of supplies, materials, and equipment; acquire and maintain an inventory of materials for instructional programs; create database for inventory of supplies; store, discard and rotate materials according to standard procedures; receive, assemble and test new equipment.
8. Perform pre-simulation activities including programming patient scenarios, preparing scenario props, and setting up the control room for simulation activity; execute simulation experience; perform post simulation activities including operating debriefing equipment, providing technical evaluation of simulation experience, administering student evaluations of simulation lab experience, and providing technical recommendations for simulation improvement.
9. Participate in budget preparation and administration; prepare cost estimates for budget recommendations; submit justifications for budget item; monitor and control expenditures.
10. Maintain simulation lab documentation and resources; develop operational manual; produce simulation materials; assist with development of in-house software applications; generate reports related to simulation lab; oversee digital media; maintain technical reference library; assist in maintaining the division website.
11. Attend and participate in a variety of conferences and workshops; maintain awareness of new trends and developments in the field of simulation technology; incorporate new developments as appropriate into programs.
12. Promote marketing and growth for simulation including advocating for simulation integration into courses; participate in simulation lab design; produce promotional materials; conduct tours of simulation lab; search for possible funding sources; document history of the lab.
13. Respond to inquiries and requests for information; answer phones; relay messages for faculty and staff.
14. Respond to laboratory emergencies.
15. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Operational characteristics of simulation laboratory apparatus, equipment and materials.
- Advanced theories and applications of simulation technology.
- Advanced principles and practices of laboratory operations.
- Anatomy and physiology.
- Operational characteristics of audio visual equipment and tools.
- Operational characteristics of electromechanical and pneumatic equipment and devices.
- Parts, tools, equipment, and methods used in the diagnosis, installation, and maintenance of computer hardware and software.
- Basic medical terminology and abbreviations.
- Operational characteristics of equipment and machines related to simulation.
- Methods, materials, practices, and tools used in equipment maintenance and repair for simulation equipment.



South Orange County Community College District  
Page 3 - Program Senior Lab Technician (Simulation) – Categorical Funded

QUALIFICATIONS

Knowledge of:

Principles and procedures of record keeping and filing.  
Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.  
Basic principles and practices of budget preparation and administration.  
Occupational hazards and standard safety practices.

Ability to:

Perform complex technical work in an instructional learning environment for a highly technical or complex subject area.  
Perform duties at an advanced skill level with a considerable degree of independence.  
Provide assistance to students on matters related to assigned laboratories.  
Provide assistance to instructors in the development of relevant materials.  
Correctly and efficiently set up laboratory equipment and materials used in exercises and experiments.  
Analyze, troubleshoot and apply problem solving skills to technical problems.  
Operate and demonstrate the proper use of specialized simulation equipment, supplies, and materials.  
Safely and effectively maintain and repair a variety of simulation equipment.  
Operate, understand the mechanical function of and perform maintenance and repairs on simulation laboratory equipment.  
Properly store and dispose of hazardous chemicals and materials.  
Troubleshoot and repair electronic and mechanical equipment.  
Constantly update knowledge of simulation technology.  
Interpret and apply department policies, procedures, rules and regulations.  
Ensure adherence to safe work practices and procedures.  
Participate in budget preparation and administration.  
Maintain an adequate inventory of materials for instructional programs.  
Communicate clearly and concisely, both orally and in writing.  
Establish and maintain effective working relationships with those contacted in the course of work.

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/Training:

Equivalent to two years of college level course work in nursing, anatomy, physiology, or a related field.

Experience:

Three years of increasingly responsible experience with technology or simulation and experience in a health care related field.

South Orange County Community College District  
Page 4 - Program Senior Lab Technician (Simulation) – Categorical Funded

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment:

Work is performed primarily in a laboratory setting; may be exposed to noise; work with laboratory equipment and apparatus. At least minimal environmental controls to assure health and comfort.

Physical:

Primary functions require sufficient physical ability and mobility to work in a laboratory setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull moderate to heavy amounts of weight; to operate laboratory equipment and apparatus requiring repetitive hand movement and fine coordination; to verbally communicate to exchange information; may require the wearing of safety glasses or goggles, lab coat, rubber or plastic gloves, respirators or face shields.

Vision:

See in the normal visual range with or without correction.

Hearing:

Hear in the normal audio range with or without correction.

Created: May, 2009 Johnson & Associates

South Orange County Community College District

**WEBMASTER**, Classified Bargaining Unit Salary Range 142

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under direction from higher level management staff, designs, develops and maintains the College's web site and related links and pages; implements web strategies related to the College's external web sites within a framework of established District and College procedures; provides support, training, and service to web authors at the College.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Implement the overall strategic goals for content of official College web site; provide web suggestions and options related to the "look and feel" required for District marketing purposes, including e-marketing; design the College web site to accurately reflect well on the District and College.

Develop and design the site architecture, navigational user interface, pages and the tools to navigate on the web site; create original graphics and icons for use on the site; obtain domain name; register sites with search engines; recommend environmental standards; determine and implement the web design parameters, style guides and visual standards.

Provide oversight on the design of College web pages; coordinate with authors of and contributors to the web site to ensure consistency in style, tone and quality of the College's site(s); present a consistent visual image on the web by promoting uniform fonts, formats, icons, images, layout techniques and modularization, including maintenance of HTML, template and image archives.

Design, construct, maintain and modify high-quality web sites and pages including incorporating graphic user interface (GUI) features and other techniques; product graphic sketches, designs and copy layouts for online content; determine size and arrangement of illustrative material and copy, selects style and size of type and arranges layout based upon available space, layout principles and aesthetic design principles; publish content to web; maintain and provide ongoing design of the web site.

Provide specified project coordination among assistants and authors in web development; provide technical support to the College on a by-product basis; perform disaster recovery functions; perform backups and ensure user accessibility to the site; monitor site traffic and scale site capacity to meet traffic demands; make recommendations related to new software, tools and hardware related to web sites.

Effectively operate and use multi-platform personal computers; perform training and teach web skills to assistants, authors and others as needed; establish liaisons with graphic artists and provide first-level user support; provide support for web sites located on UNIX and PC servers.

South Orange County Community College District  
Page 2 - Webmaster

### REPRESENTATIVE DUTIES

Connect to a local network; connect Local Area Network to the Internet; analyze network traffic and monitor connectivity; set up server hardware; set up Web server software; maintain web server software and extensions; maintain DNS; maintain user state; create and develop server-side scripts or programs to accept, store and manipulate data from HTML forms.

Establish and maintain virtual hosting; provide quality assurance by maintaining the home page and the hypertext files contained therein; and manage web traffic.

Promote file-naming standards so published files can be migrated to multiple platforms; integrate database capability; mirror contents across sites; promote the proper use of HTML and keep abreast of developing HTML standards so College web pages will have a consistent interface across multiple web browsers; troubleshoot client HTML pages.

Run routine software tests; perform troubleshooting and provide routine maintenance of web pages; provide progress reports; maintain and publish web statistics.  
Engage in on-going training to keep skills current and as needed for the job; perform on-going research and testing of new tools, software and products related to web development.

Coordinate work with the ITSS Department within established parameters; coordinate with other web page designers and the system administrator, ensuring that applicable standards such as HTML validity and link liveliness are met.

Compile and maintain a Frequently Asked Questions (FAQ) page for use by the college community.

Perform related duties as required.

### QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

#### Knowledge of:

Personal computer workstations, PC/MAC operating systems and server operations.

Network operating systems, web browsing and enhancement tools, utilities and applications.

Web server functions, configuration tools and procedures.

Web authoring tools, including current web languages such as HTML, DHTML, CGI, JAVA, and JavaScript.

Web-based content and procedures for providing access to online staff and/or students through the Internet, Intranets or Extranets in an effective manner.

Methods and techniques of editing, publishing and modifying web content.

Database design and theory .

Technical understanding of Internet technologies, such as HTML, JavaScript, XML, ColdFusion, PHP, Microsoft ASP, SQL, Perl, Java and .NET.

Applications of web authoring software tools, multimedia development tools, server management software, internet server software, SQL database development and web-based course delivery platforms.

Graphic design, color and typography.

South Orange County Community College District  
Page 3 - Webmaster

English usage, grammar, spelling, punctuation and vocabulary.  
Interpersonal skills using tact, patience and courtesy.  
Ability to:  
Plan, organize and execute work independently within established timelines.  
Edit, publish, modify and maintain web content.  
Correctly interpret and apply the policies and procedures of the function and program to which assigned. Perform responsible and complex work involving the use of independent judgment and personal initiative.  
Analyze, design and implement computer programs for a variety of college data processing needs.  
Understand user interface issues.  
Create and maintain interactive integrated database programs and systems.  
Apply techniques of programming and data structuring to specific problems or requests.  
Translate administrative objectives into the appropriate web-based applications.  
Meet schedules and time lines.  
Make presentations and teach web skills to less technical personnel.  
Communicate clearly and concisely, both orally and in writing.  
Establish and maintain effective working relationships with those contacted in the course of work.

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/Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in web design, computer science, information systems or a related field.

Experience:

Four years of increasingly responsible experience in web design and maintenance.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment:

Work is performed primarily in a standard office setting. Duties are typically performed at a desk or computer terminal; subject to noise from office equipment operation; frequent interruptions and contact in person and on the telephone with students, academic and classified staff and others. At least minimal environmental controls are in place to assure health and comfort.

Physical:

Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

South Orange County Community College District  
Page 4 - Webmaster

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

Vision:

See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Johnson & Associates - June, 2005

Board of Trustees Approved – February 27, 2006

Updated – November, 2006

**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** Saddleback College and IVC: Annual Accreditation Reports  
**ACTION:** Information

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**BACKGROUND**

During the 2008-09 academic year, accreditation was reaffirmed at Saddleback College and Irvine Valley College. In accordance with the normal accreditation process, the Colleges are required to submit an annual report to the Accrediting Commission for Community and Junior Colleges.

**STATUS**

Both Saddleback College and Irvine Valley College have submitted their Annual Accreditation Reports to the Accrediting Commission for Community and Junior Colleges. The Saddleback College Annual Report is provided as Exhibit A. The Irvine Valley College Annual Report is provided in Exhibit B and C.

# Form: 2008-2009 Annual Report

## 1 Name of College

Saddleback College

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## 2 Address

28000 Marguerite Parkway

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## 3 City, State, and Zip

Mission Viejo, CA 92692

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## 4 Annual Report Prepared by/Title

Rajen Vurdien/VP for Instruction

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## 5 Preparer's Phone Number

949-582-4795

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## 6 Preparer's E-mail address

rvurdien@saddleback.edu

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DIRECTIONS --PLEASE RESPOND TO ALL OF THE QUESTIONS. ENLIST THE ASSISTANCE OF APPROPRIATE INDIVIDUALS IN YOUR INSTITUTION TO ENSURE THE ACCURACY OF INFORMATION SUBMITTED. AS YOU RESPOND TO THE FOLLOWING QUESTIONS, PLEASE CONSIDER "NEW" TO MEAN ONLY THOSE CHANGES WHICH HAVE OCCURRED SINCE THE COLLEGE'S LAST ANNUAL REPORT UNLESS OTHERWISE INDICATED. INCLUDE ANY UPDATES OR APPROVED SUBSTANTIVE CHANGES SINCE THE LAST ANNUAL REPORT.

## 7 Indicate any change in the official name, address, or control of the institution.

None

---

## 8 What is the institution's overall course completion rate for the fall 2008 semester? Indicate by percentage.

COURSE COMPLETION IS THE PERCENTAGE OF OFFICIALLY-REGISTERED STUDENTS AT THE TIME OF CENSUS WHO COMPLETE THE COURSE WITH A PASSING GRADE. PLEASE INDICATE WHAT YOUR INSTITUTION REQUIRES FOR A PASSING GRADE.

72% (Passing Grade = A, B, C, Or

---

## 9 Has the institution's course completion rate decreased by 5% or more this past year?

- Yes  
 No



10 If "yes" to item #9 above, what is the percentage decrease?

---

11 Total FTES enrollment in credit degree applicable courses:

6,289.23

---

12 Total FTES enrollment in pre-collegiate credit courses which are non-degree applicable:

370.43

---

13 Total FTES of international students:

86.87

---

14 Does your institution collect data on state licensing examination results for career/technical programs?

- Yes  
 No

15 If "yes" to item #14 above, list the licensure exam pass rate for each career/technical program since last year's Annual Report (Rate = # passing ÷ # attempting).

16 Have the institution's licensure exam pass rates declined by 10% or more this past year?

- Yes  
 No

17 If "yes" to item #16 above, by what percentage?

---

18 Does your institution collect information on job placement rates for its career/technical programs?

- Yes  
 No

19 If "yes" to item #18 above, list the job placement rate for each career/technical program since last year's Annual Report (Rate = # placed ÷ # graduates in each program).

20 Have the institution's job placement rates declined by 10% or more this past year?

- Yes  
 No

21 If "yes" to item #20 above, by what percentage?

---

**22 List all new sites or campuses, since the last Annual Report, at which students can complete 50% or more of the credits for a degree or certificate program, and list the programs for which 50% or more of the credits may be earned at each site or campus. Also, report when these sites or campuses began operating.**

None

---

**23 List new courses and programs offered at sites or campuses outside the geographic region (but within the U.S.) served by the college since the last Annual Report.**

None

**24 List and describe any programs which were added to the college curriculum since the last annual report, regardless of location, that represent a significant departure in either content or method of delivery. Please indicate whether each program is offered at the degree or certificate level and if the programs are for credit or non-credit. (Refer to the ACCJC web site [www.accjc.org](http://www.accjc.org) for Substantive Change Policy.)**

ESL Non-credit Completion Certificate now has 4 levels-Beginning, Advanced, Intermediate, and Pre-College

Health Sciences Associate in Arts Degree

Entertainment and Theatre Technology Associate in Science and Certificate

**25 Describe new programs for which 50% or more of the credits are offered through a mod of distance or electronically mediated delivery. Do not include study abroad programs.**

None

**26 What is the total FTES enrollment for fall 2008 in all types of distance or electronically mediated delivery offered?**

836 66

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**27 List courses offered in a distance or electronically mediated delivery mode for the first time since the last Annual Report submission.**

ARCH, spr 08

BUS 14, spr 08

BUS 138, spr 08

BUS 195, spr 08

CDES 115, spr 08

CDES 123, spr 08

CA 138, spr 08

CA 189, SPTPS: Scriptwriting, spr 09

CIM 257, spr 09

CIM 264D, spr 08

- CIM 269A, spr 09
- GD 149, spr 09
- HIST 20, spr 09
- HORT 189, SPTPS: Orchids & Roses, spr 08
- ITAL 999A, spr 09
- KNES 107, spr 09
- MST 203, spr 08
- PSYC 30, spr 09
- SL 1, spr 09
- SOC 25, spr 08
- SPAN 999A, spr 09
- TA 22, spr 08

STUDENT LEARNING OUTCOMES: Update the college's progress with course, certificate, degree, and general education expected Student Learning Outcomes identification, assessment, analysis and use of assessment results for institutional evaluation, planning and improvement. Respond to questions 30-40 below.

**28 Percent of courses with SLOs:**

100

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**29 Percent of programs with SLOs:**

100

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**30 Percent of courses with on-going assessment:**

50

---

**31 Percent of programs with on-going assessment:**

65

---

**32 Have institutional level SLOs been developed?**

- Yes
- No

**33 What percent of student and learning support activities have SLOs identified?**

100

---

**34 Percent of learning support activities with on-going assessment:**

100

---

**35 List and describe any programs for non-US nationals the institution conducts or plans to conduct outside the U.S. Do not include study abroad programs for the institution's native students. Has the institution submitted a Substantive Change Proposal for**

**this/these activities?**

None

**36 List and describe any articulation agreements or Memoranda of Understanding with non-US institutions. Has the institution submitted a Substantive Change Proposal for this/these activities?**

None

**37 Has the institution entered into new contracts with non-regionally accredited organizations which provide courses or programs on behalf of the institution?**

Yes

No

**38 If "yes" to item #37 above, please complete #39, #40, and #41 below.**

---

**39 Which courses or instructional programs are provided?**

**40 Which student and learning support services are provided?**

**41 Describe the level of control the institution exercises over the contract.**

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**2008-2009 ACCREDITATION ANNUAL REPORT**  
**Accrediting Commission for Community and Junior Colleges**

**DUE BY June 30, 2009**

- 1) **Name of College:** *Irvine Valley College*  
2) **College Address:** *5500 Irvine Center Drive*  
3) **City, State, Zip:** *Irvine, CA 92618*  
4) **Prepared by/Title:** *Dr. Craig Justice / Vice President of Instruction*  
5) **Telephone:** *(949) 451-5577*  
6) **E-mail:** *cjustice@ivc.edu*

**INSTRUCTIONS**

**Please respond to all of the questions. Enlist the assistance of appropriate individuals in your institution to ensure the accuracy of information submitted.**

**As you respond to the following questions, please consider “new” to mean only those changes which have occurred since the college’s last Annual Report unless otherwise indicated. Include any updates or approved substantive changes since the last Annual Report.**

- 7) Indicate any change in the official name, address, or control of the institution.

*None*

- 8) What is the institution’s overall course completion rate for *the fall 2008 semester*? Indicate by percentage: 71.29%. (Course completion is the percentage of officially-registered students at the time of census who complete the course with a passing grade. Please indicate what your institution requires for a passing grade.)

*Course completion rate = Grades of A, B, C, or Credit / (Grades of A, B, C, or Credit) + (Grades of D, F, Non-Credit, or W)*

- 9) Has the institution’s course completion rate decreased by 5% or more this past year?  
Yes \_\_\_\_\_ No X

*Due to a misinterpretation of the question, the completion rate reported in the 2007-2008 Annual Accreditation Report was incorrect. Instead of 90.67%, the course completion rate at Irvine Valley College during the fall 2007 semester was 70.84%.*



- 10) If "yes" to item #9 above, what is the percentage decrease? \_\_\_\_\_%.
- 11) Total FTES enrollment in credit degree applicable courses: 3,348.98.
- 12) Total FTES enrollment in pre-collegiate credit courses which are non-degree applicable:  
241.73.
- 13) Total FTES of international students: 221.61.
- 14) Does your institution collect data on state licensing examination results for career/technical programs? Yes \_\_\_\_\_ No X.
- 15) If "yes" to item #14 above, list the licensure exam pass rate for **each** career/technical program since last year's Annual Report (Rate = # passing ÷ # attempting).

Name of Program	Licensure Exam Pass Rate

- 16) Have the institution's licensure exam pass rates declined by 10% or more this past year?  
 Yes \_\_\_\_\_ No \_\_\_\_\_.
- 17) If "yes" to item #16 above, by what percentage? \_\_\_\_\_%.
- 18) Does your institution collect information on job placement rates for its career/technical programs? Yes \_\_\_\_\_ No X.
- 19) If "yes" to item #18 above, list the job placement rate for **each** career/technical program since last year's Annual Report (Rate = # placed ÷ # graduates in each program).

Name of Program	Licensure Exam Pass Rate



20) Have the institution's job placement rates declined by 10% or more this past year?  
Yes \_\_\_\_\_ No \_\_\_\_\_.

21) If "yes" to item #20 above, by what percentage? \_\_\_\_\_%?

22) List all sites or campuses, since the last Annual Report, at which students can complete 50% or more of the credits for a degree or certificate program, and list the programs for which 50% or more of the credits may be earned at each site or campus. Also, report when these sites or campuses began operating.

*Advanced Technology and Education Park (ATEP) began operations fall 2007 in Tustin, CA.*

*Below is a list of programs where students can complete 50% or more of the credits for a degree or certificate at the ATEP site:*

- *Design Model Making and Rapid Prototyping Certificate Program – 100%*
- *Business Management Certificate Program – 73%*
- *Retail Management Certificate Program – 71%*

23) List new courses and programs offered at sites or campuses outside the geographic region (but within the U.S.) served by the college since the last Annual Report.

*None*

24) List and describe any programs which were added to the college curriculum since the last Annual Report, regardless of location, that represent a significant departure in either content or method of delivery. Please indicate whether each program is offered at the degree or certificate level and if the programs are for credit or non-credit. (Refer to the ACCJC web site [www.accjc.org](http://www.accjc.org) for Substantive Change Policy.)

*None*



- 25) Describe new programs for which 50% or more of the credits are offered through a mode of distance or electronically mediated delivery. Do not include study abroad programs.

*None*

- 26) What is the total FTES enrollment for fall 2008 in all types of distance or electronically mediated delivery offered? 314.46.

- 27) List courses offered in a distance or electronically mediated delivery mode for the first time since the last Annual Report submission.

<i>Course</i>	<i>Title</i>	<i>TOP Code</i>
<i>AJ 106</i>	<i>Police Field Operations</i>	<i>210500</i>
<i>AJ 4</i>	<i>Criminal Law I</i>	<i>210500</i>
<i>BIO 1</i>	<i>Life Sciences</i>	<i>40100</i>
<i>CIM 208.1</i>	<i>A+ Operating Systems Preparation</i>	<i>70200</i>
<i>CIM 212.2</i>	<i>Spreadsheets II</i>	<i>70200</i>
<i>CIM 225.1</i>	<i>Creative Suite</i>	<i>61460</i>
<i>CIM 260.2</i>	<i>Networking II</i>	<i>70810</i>
<i>ECON 20</i>	<i>Introductory Economics</i>	<i>220400</i>
<i>GEOG 2</i>	<i>Cultural Geography</i>	<i>220600</i>
<i>HUM 22</i>	<i>Introduction to Judaism, Christianity, and Islam</i>	<i>151000</i>
<i>MGT 120</i>	<i>Principles of Business Management</i>	<i>50600</i>
<i>MGT 288</i>	<i>Human Resource Management</i>	<i>50600</i>
<i>PHIL 3</i>	<i>Introduction to Logic</i>	<i>150900</i>
<i>PSYC 3</i>	<i>Physiological Psychology</i>	<i>200100</i>
<i>PSYC 37</i>	<i>Abnormal Behavior</i>	<i>200100</i>
<i>RE 175</i>	<i>Real Estate Finance</i>	<i>51100</i>
<i>SOC 2</i>	<i>Social Problems</i>	<i>220800</i>
<i>WR 10</i>	<i>Introduction to Creative Writing</i>	<i>150700</i>





**INSTRUCTIONS**

**STUDENT LEARNING OUTCOMES: Update the college's progress with course, certificate, degree, and general education expected Student Learning Outcomes identification, assessment, analysis and use of assessment results for institutional evaluation, planning and improvement. Respond to questions 28 – 41 below.**

- 28) Percent of courses with SLOs: 99.4%.
- 29) Percent of programs with SLOs: 100%.
- 30) Percent of courses with on-going assessment: 14.1%.
- 31) Percent of programs with on-going assessment: 40.5%.
- 32) Have institutional-level SLOs been developed? Yes X No     .
- 33) What percent of student and learning support activities have SLOs identified? 100%.
- 34) Percent of learning support activities with on-going assessment? 0%.
- 35) List and describe any programs for non-US nationals the institution conducts or plans to conduct outside the U.S. Do not include study abroad programs for the institution's native students. Has the institution submitted a Substantive Change Proposal for this/these activities?  
  
*None*
- 36) List and describe any articulation agreements or Memoranda of Understanding with non-US institutions. Has the institution submitted a Substantive Change Proposal for this/these activities?  
  
*None*
- 37) Has the institution entered into new contracts with non-regionally accredited organizations which provide courses or programs on behalf of the institution?  
Yes      No X.



38) If "yes" to item #37 above, please complete questions #39, #40, and #41 below.

N/A

39) Which courses or instructional programs are provided?

N/A

40) Which student and learning support services are provided?

N/A

41) Describe the level of control the institution exercises over the contract.

N/A



**2007-2008 ACCREDITATION ANNUAL FISCAL REPORT**  
**Accrediting Commission for Community and Junior Colleges**

**DUE BY June 30, 2009**

- 1) **Name of College and/or District/System:** Irvine Valley College/South Orange County CCD  
(SOCCCD also includes Saddleback College)
- 2) **Prepared by:** Davit Khachatryan
- 3) **Telephone Number:** (949) 451-5326
- 4) **Preparer's E-mail Address:** [dkhachatryan@ivc.edu](mailto:dkhachatryan@ivc.edu)

**2007-2008 Audit Report:**  
<http://www.socccd.org/businessservices/documents/SouthOrangeCountyCCD.pdf>

**INSTRUCTIONS**

**Please submit a copy of your institution's 2007-08 independent audit report and audited financial statements.<sup>i</sup> Also, submit the institution's response(s) to any audit exceptions.<sup>ii</sup>**

Enlist the assistance of appropriate officers in your institution to ensure the accuracy of information submitted. (See footnotes below.)

- 5) What was your total institutional net unrestricted surplus or shortfall for 2007-2008 (last fiscal year)? Report the difference between the unrestricted revenues and expenditures. Do not include the prior year fund balance in this figure, or any contribution from categorical, capital projects, or other funds.

\$3,484,935

- 6) If your answer above indicates a deficit, what is the institution's plan to address it?

- 7) What is your institution's unrestricted reserve as a percentage of your 2007-2008 unrestricted expenditures? 1.65%

---

<sup>i</sup> Please note that The Commission requires an independent audit of each ACCJC accredited college, or when a college is a part of a multi-college district or system in which all the colleges are ACCJC accredited, an independent audit of the district or system should be submitted.

<sup>ii</sup> If a multi-college district/system completes one annual fiscal report form for all of its colleges, each college's name should appear at the top of the form, and questions 11, 13 and 14 should be answered for each college.



- 8) If you are in a multi-college district or system, what is the district/system's unrestricted reserve? 6.5%
- 9) If your institution had to issue debt for cash flow purposes, please indicate the amount.  
N/A
- 10) What was the purpose for the debt noted in item #9? N/A
- 11) When compared to 2006-2007, indicate whether your enrollments or full-time equivalent students for 2007-2008:  
Declined \_\_\_\_\_ Remained Level \_\_\_\_\_ Increased
- 12) Does the institution participate in federal financial aid? Yes  No \_\_\_\_\_
- 13) If "yes" to item #12 above, which programs? (Check all that apply.)  
 Pell (Federal Pell Grant)  
 FSEOG (Federal Supplement Educational Opportunity Grant)  
 FWS (Federal Work Study)  
LEAP  
 FFELP subsidized (Stafford Loan Program)  
 FFELP unsubsidized (Stafford Loan Program)  
 Direct (Federal Direct Student Loan Program)  
 PLUS (Parent Loans for Undergraduate Students)  
Perkins Loans  
Federal Direct Loans  
Other
- 14) What is the college's student loan default rate? 9.7%
- 15) What is the number of participants in repayment for 2006-07? 184



**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** SOCCCD: Basic Aid Report  
**ACTION:** Information

---

### **BACKGROUND**

The Board of Trustees has requested regular information reports about projected basic aid receipts and approved projects.

### **STATUS**

EXHIBIT A shows actual Basic Aid receipts since the District became a Basic Aid District in 1999/2000, as well as the projects that the Board of Trustees has approved for funding with Basic Aid Funds. As of 4/27/09 Total Basic Aid Estimated Receipts of \$312.4M less Total Approved Projects in the amount of \$312.4M leaves an estimated zero balance for uncommitted Basic Aid Funds. EXHIBIT B shows actual and estimated expenditures for Basic Aid Funds through the 2008/2009 fiscal year. It should be noted that some of the approved projects are for state funded project match. Although approved, these funds will not be needed until the projects are approved by the State for funding. EXHIBIT C shows in chart form estimated cumulative receipts, Board commitments, actual expenses, and cash balances through 2008/2009.

The District estimates receipts in future years as follows:

<b><u>Year</u></b>	<b><u>Basic Aid Receipts</u></b>
2008 – 2009	\$47,398,334
2009 – 2010	\$48,708,717
2010 – 2011	\$47,982,019
2011 – 2012	\$47,229,084
2012 – 2013	\$46,425,138

South Orange County Community College District  
Board Approved Basic Aid Project Distribution  
As of April 27, 2009 Board Meeting

	1999-02	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	Total
Actual Basic Aid Receipts	\$28,588,377	\$18,419,919	\$27,356,952	\$40,162,878	\$46,899,203	\$52,896,017	\$50,692,873	\$265,016,219
Estimated Basic Aid Receipts 2008/09								\$47,398,334
								<b>\$312,414,553</b>
								<b>\$312,414,553</b>
								<b>\$0</b>

Total Receipts  
Total Approved Projects  
Uncommitted Basic Aid Funds

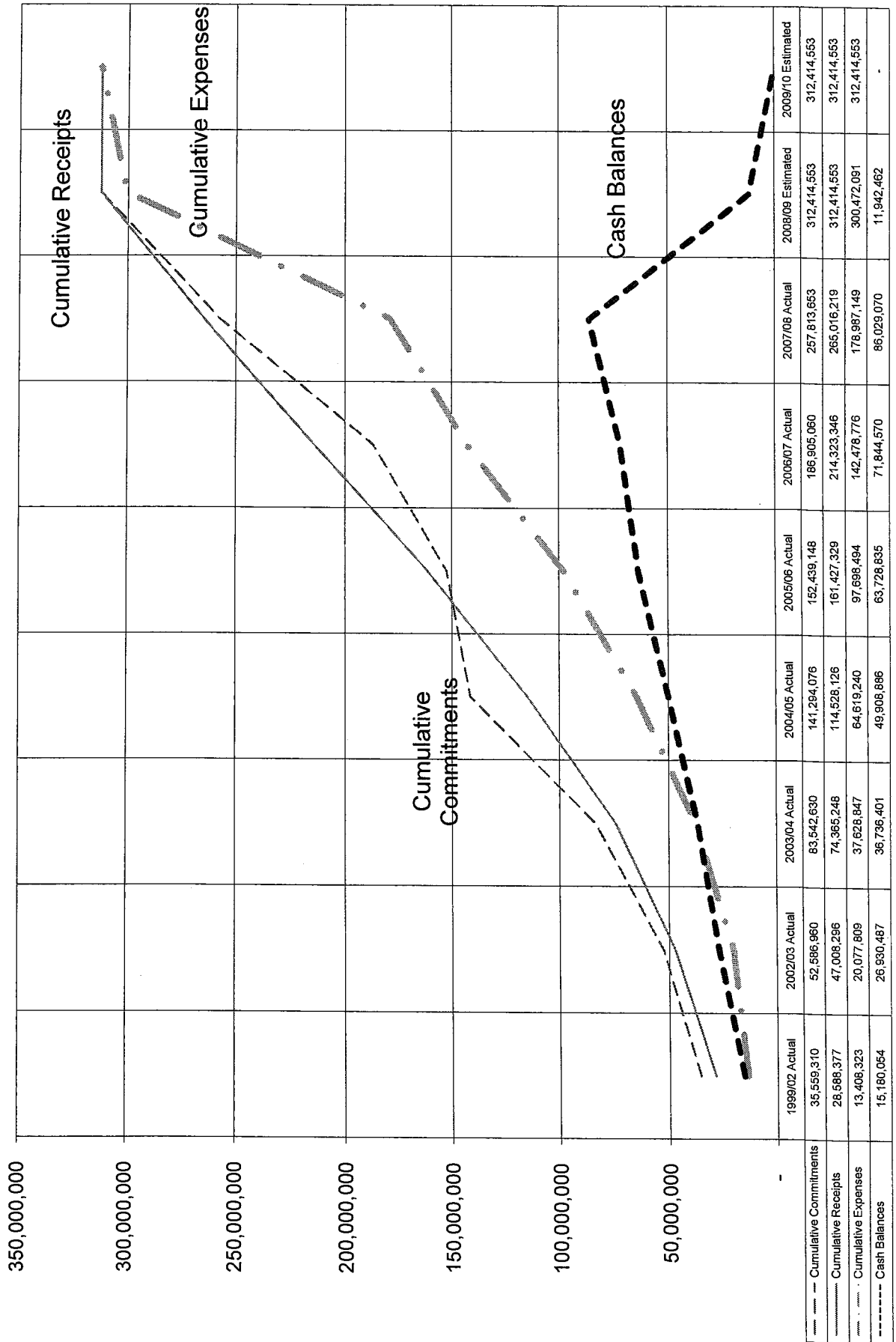
Approved Projects	District-wide Gen. Exp.	ATEP	District Services	IVC	SC	Total
2005/06 Allocation for Salary Schedule Restructure			\$354,301	\$1,422,791	\$2,467,908	\$4,245,000
College Instructional Equipment Allocation				\$468,000	\$924,000	\$1,392,000
College Retiree Benefit Liability Contribution				\$8,264,662	\$16,653,276	\$24,917,938
College/District Contributions for Debt Retirement			\$101,000	\$1,727,469	\$2,552,232	\$4,380,701
College Scheduled Maintenance Projects				\$1,673,000	\$3,327,000	\$5,000,000
Campus Appearance Improvement				\$335,000	\$665,000	\$1,000,000
Technology Needs for IVC, SC & District		\$200,000	\$5,297,000	\$5,203,275	\$8,667,343	\$19,367,618
ATEP Operating Budget		\$6,703,957				\$6,703,957
ATEP Staffing, Equipment, Program Development		\$4,000,000				\$4,000,000
ATEP Renovation/Temp Bldgs		\$15,034,576				\$15,034,576
ATEP Building Demolition		\$7,000,000				\$7,000,000
ATEP Hangar & Chapel Utilities		\$1,000,000				\$1,000,000
ATEP Site Development Negotiations		\$2,750,000				\$2,750,000
ATEP Development		\$2,750,000				\$2,750,000
ATEP Parking Lot Renovation		\$950,000				\$950,000
College Science Equipment & TV Studio Updates				\$500,000	\$500,000	\$1,000,000
College Sports Facilities				\$896,000	\$817,310	\$1,713,310
COPS Debt Retirement Contribution	\$34,400,000					\$34,400,000
IVC Business & Technology Innovation Center				\$10,182,000		\$10,182,000
IVC Design and Install Entrance from Barranca				\$2,850,000		\$2,850,000
IVC Fine Arts Building				\$7,352,000		\$7,352,000
IVC Floor Repairs				\$58,340		\$58,340
IVC Life Sciences Project				\$9,930,800		\$9,930,800
IVC Lot Expansion and Phase 1 of Lot 6				\$1,480,000		\$1,480,000
IVC Maintenance and Police Facility				\$4,575,000		\$4,575,000
IVC Modular Building - AT100				\$370,000		\$370,000
IVC Landscaping (PAC & BSTIC)				\$1,250,000		\$1,250,000
IVC Performing Arts Center				\$17,180,000		\$17,180,000
IVC Utility Service Project				\$416,000		\$416,000
IVC Remove/Relocate IVC Maint., Police, Whse, & A-500 Bldgs				\$514,000		\$514,000
IVC Modular Building Replacement (CEC)				\$197,402		\$197,402
IVC Science Lab Addition & Remodel				\$6,980,000		\$6,980,000
IVC A-300 Building Remodel				\$2,481,000		\$2,481,000
IVC Early College Program				\$60,000		\$60,000

Approved Projects	District-wide Gen. Exp.	ATEP	District Services	IVC	SC	Total
SC M/S/E Bldg, Soil, & Slab Repairs					\$2,337,000	\$2,337,000
SC M/S/E Plaza Repair					\$5,081,000	\$5,081,000
SC M/S/E Renovation					\$2,608,344	\$2,608,344
SC Building Repairs TAS Building					\$1,956,000	\$1,956,000
SC Building Repairs/Library Remodel					\$4,869,000	\$4,869,000
SC Demolition of Lower Campus Buildings					\$1,719,000	\$1,719,000
SC Demolition 2007/08					\$1,000,000	\$1,000,000
SC Village Remodel					\$4,130,000	\$4,130,000
SC Village Expansion					\$3,942,000	\$3,942,000
SC Golf Driving Range Net Replacement					\$300,000	\$300,000
SC Health Science/District Office Building			\$7,012,875		\$8,238,780	\$15,251,655
SC Hire Consultant for Parking/Traffic Study					\$48,500	\$48,500
SC McKinney Theater Lighting and Sound Systems Upgrade					\$1,335,000	\$1,335,000
SC Mold Abatement and Air Quality Improvements					\$9,006,000	\$9,006,000
SC New Science Building (M/S/E annex)					\$19,014,000	\$19,014,000
SC Science/Applied Science Bldg					\$14,850	\$14,850
SC Temporary Classroom Facilities					\$7,269,285	\$7,269,285
SC McKinney Theater Restroom Remodel					\$2,542,000	\$2,542,000
SC Loop Road					\$3,442,000	\$3,442,000
SOCCCD Replace HR & Bdgt Dev Systems			\$898,000			\$898,000
SOCCCD Student Information System Upgrade-Phase I/Phase II			\$14,102,000			\$14,102,000
SOCCCD Districtwide Telephone System	\$4,499,498					\$4,499,498
SOCCCD Fiscal and HR Systems Repl.			\$27,500			\$27,500
SOCCCD Consultant for District Educational & Facilities Master Plan	\$370,010					\$370,010
SOCCCD HR Recruitment Work Plan			\$85,911			\$85,911
SOCCCD Legislative Advocacy Services - Basic Aid	\$150,000					\$150,000
SOCCCD Enrollment Mgmt, Mktg, Outreach & Recruitment Efforts	\$329,830					\$329,830
SOCCCD Additional 1% Contingency	\$1,278,101					\$1,278,101
SOCCCD Special Trustee/General Election Expense	\$1,326,427					\$1,326,427
<b>Total Approved Projects</b>	<b>\$42,353,866</b>	<b>\$40,388,533</b>	<b>\$27,878,587</b>	<b>\$86,366,739</b>	<b>\$115,426,828</b>	<b>\$312,414,553</b>





**South Orange County Community College District**  
**Basic Aid Receipts, Commitments, Expenses and Cash Balances**  
 (As of April 27, 2009 Board Meeting)



**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** SOCCCD: Facilities Plan Status Report  
**ACTION:** Information

---

**BACKGROUND**

On August 30, 2004, the Board of Trustees received a list of projects under consideration for local funding and a report on the status of each project. The Board requested to be kept informed about these and other facilities projects.

**STATUS**

EXHIBIT A provides an up-to-date report on the status of current construction projects.

## FACILITIES PLAN STATUS REPORT May 26, 2009

### SADDLEBACK COLLEGE

#### 1. JAMES B. UTT LIBRARY REMODEL

The DSA approved construction documents have been sent to the State Chancellor's Office and they have released the project to bid. Swing space needs must be completed before construction start. Swing space delays have been discussed with the State Chancellor's office with notification that the District will be requesting an extension for the equipment appropriations. The overall project budget is \$20,800,000 with a state contribution of \$16,139,000 and a basic aid contribution of \$4,800,000. gkkworks was approved by the Board in January to provide furniture consulting services.

#### 2. SCIENCES BUILDING

The FPP was re-submitted to the State Chancellor's Office on September 30, 2008, to re-compete for funding. Though final budget numbers will not be resolved until the State Chancellor's Office has completed the funding process, the overall project budget is anticipated at \$48,279,000 with \$27,693,000 anticipated from the state and \$20,586,000 proposed as funded through basic aid.

#### 3. MCKINNEY THEATER RESTROOMS (Fine Arts Restrooms)

The Notice to Proceed was issued commencing construction on June 23, 2008. *The new concrete sidewalks and plaza areas are complete. The Concession Area portion of the project is 98% complete. In relationship to the incorrect building placement: The contractor is continuing the construction of the canopy extension and is 50% complete. Also, the contractor has replaced several concrete walkway sections that did not comply with specifications.* Construction is about two months behind schedule and is expected to be completed by the end of May, 2009.

#### 4. REMODEL FOR SWING SPACE DURING LIBRARY REMODEL

On June 25, 2007, the Board approved funding \$4,130,000 for this project and hiring R2A for architectural services. The Notice to Proceed was issued and construction began on October 13, 2008. *Construction is complete in all of the buildings. The punch-list walk is complete and the contractor and the architect are working on punch-list items and close out documentation.* Construction is behind schedule about two months with completion expected in May, 2009.

The Gaucho Strength Center renovation for Communication Arts and PE-100 projects were submitted to DSA for plan check review on October 20, 2008. Both projects were approved by DSA. *The Board approved award of contract for PE100 at the March 2009, meeting. Construction is underway commencing on April 13, 2009. The Gaucho Strength Center renovation for Communication Arts was advertised for bid in this month.*

5. MATH/SCIENCES/ENGINEERING BUILDING

The District re-submitted the initial project proposal to the State Chancellor's Office on September 30, 2008 *and is planning to submit the final project proposal for this year's submittal.* Though final budget numbers will not be resolved until the State Chancellor's Office has completed the funding process, the overall project budget is anticipated at \$28,716,000 with \$18,000,000 anticipated from the state and \$10,716,000 proposed as funded through basic aid.

6. LOOP ROAD

The Board approved funding for the Loop Road project during the March board meeting. Currently, the project is estimated at \$2,100,000 which is believed to be an inadequate amount. This project is included in the recent Request for Qualifications and Proposals for Architectural services. Staff will recommend an architectural firm to design and estimate this project and will bring updates to the Board in the future. The overall project budget is \$2,100,000 funded through basic aid.

7. M/S/E PLAZA RENNOVATION

Uneven settlement under the plaza area between the Library and the Math/ Science/ Engineering building has resulted in slab heaving, cracking and water penetration at the M/S/E building. R2A Architects have been enlisted to provide three options toward the design solution. *The options and estimates were provide for District review with the selection from these options resulting in a request for plaza funding in this month's basic aid request.*

8. VILLAGE EXPANSION PROJECT

The Board approved funding for the Village Expansion project during the November, 2008, meeting. Design is underway for two packages, one for site work and building installation and the second for interior improvements. Purchase of the portable buildings, was approved by the Board at the February meeting and *an agreement with Class Leasing was executed last month. Site work was advertised this month with a mandatory job walk conducted for prospective bidders on April 13, 2009. Bids for the site portion of the project are due on May 5, 2009, with recommend award of construction contract for Board approval in May. Construction documents for the interiors portion of the work are at DSA for plan review.*

IRVINE VALLEY COLLEGE

1. PERFORMING ARTS CENTER AND PARKING LOT 5 EXTENSION

Outstanding warranty issues include stage floor items and electrical. Meetings are underway to determine responsibility and resolution of the uneven finished floor. Total change orders represent 2.75% of the original contract amount.

## 2. BUSINESS SCIENCES & TECHNOLOGY INNOVATION CENTER

The building is 99% complete. Punch list and minor close out activities are underway. Total change orders represent 1.00% of the original contract amount. The third major phase of equipment acquisition was approved at the February Board meeting and is underway. Outstanding equipment purchase will remain until state funds are released.

## 3. B-200 SCIENCE LAB ANNEX AND B-239 REMODEL

*In addition to the Annex and Remodel*, the Board approved funding for accessible restroom facilities February 20, 2008. Change orders are high for this stage of a project and value engineering is underway to prevent exceeding 10% allowable. *In order to increase class load capacity, faculty has requested a modification to the ventilation and casework. Staff is investigating this possibility. Underground utilities are complete. Framing, rough-in electrical and plumbing are underway.* Project is on schedule with completion scheduled for October, 2009. The overall project budget is \$6,980,000 funded through basic aid.

## 4. A-300 REMODEL FOR MUSIC DEPARTMENT

The Acoustical consultant has performed his first project review. Team is working through questions on seismic bracing for lighting. *Interior finishes and acoustic treatments are in progress. Parking lot improvements are 95% complete.* Project is on schedule with completion in July, 2009. The overall project budget is \$2,484,000 funded through basic aid.

## 5. LIFE SCIENCES PROJECT

The state chancellor's office has provided the District with approval to move forward with design. Design meetings have been placed on hold during this period of withholding project funding by the State. The overall project budget is \$24,628,000 with \$17,488,000 from the state and \$7,468,000 funded through basic aid.

## 6. FINE ARTS BUILDING

The District submitted a final project proposal to the State Chancellor's Office on June 30, 2008. Though final budget numbers will not be resolved until the State Chancellor's Office has completed the funding process, the overall project budget is anticipated at \$38,229,000 with \$28,305,000 anticipated from the state and \$9,924,000 proposed as funded through basic aid.

## 7. BARRANCA ENTRANCE

The Board approved funding for the Barranca Entrance project during the March board meeting. Staff has initiated conversation with Edison to obtain the additional easement. Currently, the project is estimated at \$830,000 which is believed to be an inadequate amount. This project is included in the recent Request for Qualifications and Proposals for Architectural services. Staff will recommend an architectural firm to design and estimate this project and will bring updates to the Board in the future. The overall project budget is \$830,000 funded through basic aid.

## ATEP

### 1. ATEP RENOVATION

ATEP campus was substantially complete in time for the start of fall 2008/09 semester. All windows have been tested for water tightness with a 62% failure rate. Repair procedures were accepted *with remediation underway on the fixed windows. The operable windows are under review to determine whether remediation is necessary here as well.* To date, total change orders represent 3.01% of the original contract amount.

### 2. ATEP BUILDING DEMOLITION

The environmental consultant has performed building surveys and has developed the report, specifications and plans for hazardous material removal and building demolition. City of Tustin provided additional requests during second review. *Plans and specifications for all seven phases of demolition have been returned with comments by the City of Tustin. The design team is developing responses.*

### 3. ATEP LANDSCAPING IMPROVEMENT

Landscape plans have been developed in accordance with the City of Tustin's landscape palette. The Architect has addressed the City of Tustin's comments and resubmitted construction documents for approval. *Minor comments have been returned with plan set under final review with master planning architect. Anticipate bid shortly.*

### 4. ATEP MONUMENT SIGNAGE

A monument sign is needed at Valencia Loop Road that reflects the design of the City's monument sign on the opposite corner. *Plans have been submitted to the City of Tustin for review.*

**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** SOCCCD: List of Board Requested Reports  
**ACTION:** Information

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**BACKGROUND**

At the June 21, 2005 board meeting, members of the Board of Trustees requested a listing of reports requested by the board for the past six months. The listing is to include: date report is requested by the board, report topic, name of trustee requesting report, requested due date, person responsible for preparing the report and the date the report is scheduled to be submitted to the board for their review. At the July 19, 2005 board meeting, it is requested that this six-month report be a standing item on every board agenda, with old information dropped off and new requests added.

**STATUS**

The Board report listing (EXHIBIT A) for the past six months is coordinated and prepared by the Office of the Deputy Chancellor.

This report is intended to answer the questions of the South Orange County Community College District Board of Trustees. In the event, additional information would be useful or desired by the board, supplemental information will be provided.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
LISTING OF BOARD REPORTS REQUESTED**

Date Report Requested	Report Topic	Board Member Requesting Report	Report Due Date	Report Prepared By:	Date Submitted to the Board of Trustees
2/23/09	Mechanism for Reduction in District Property Tax Rate	Trustee Williams	April 2009	Gary Poertner	April 27, 2009
10/27/08	Sustainability/Green Technology	Trustee Williams	February 2009	Tod Burnett, Glenn Roquemore, Randy Peebles	February 23, 2009



**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** SOCCCD: Monthly Financial Status Report  
**ACTION:** Information

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**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 April 30, 2009. A review of current revenues and expenditures for the 2008/2009 fiscal year shows that they are in line with the budget.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
General Fund Income and Expenditure Summary  
As of April 30, 2009

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Difference	Beg Bal & Receipts/ Expenditures
<b>SOURCES OF FUNDS</b>					
BEGINNING FUND BALANCE:		32,823,629	32,823,629	0	32,823,629
REVENUES:					
Federal Sources	8100-8199	\$ 2,339,290	2,520,102	180,812	895,944
Other State Sources	8600-8699	20,714,307	23,285,672	2,571,365	16,637,048
Other Local Sources	8800-8899	171,107,649	171,099,601	(8,048)	171,486,952
Total Revenue		194,161,246	196,905,375	2,744,129	189,019,944
BASIC AID		450,000	450,000	0	450,000
INCOMING TRANSFERS	8980-8989	230,088	244,925	14,837	(18,112)
<b>TOTAL SOURCES OF FUNDS</b>		<u>227,664,963</u>	<u>230,423,929</u>	<u>2,758,966</u>	<u>222,275,461</u>
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	64,283,621	64,609,055	325,434	48,574,463
Other Staff Salaries	2000-2999	38,655,321	38,915,764	260,443	26,546,543
Employee Benefits	3000-3999	30,471,246	30,572,130	100,884	23,265,776
Supplies & Materials	4000-4999	6,167,978	5,991,578	(176,400)	1,844,617
Services & Other Operating	5000-5999	19,213,075	20,408,018	1,194,943	11,394,356
Capital Outlay	6000-6999	11,217,556	11,779,217	561,661	3,081,219
Payments to Students	7500-7699	418,033	564,697	146,664	366,575
Total Expenditures		170,426,830	172,840,459	2,413,629	115,073,549
OTHER FINANCING USES:					
Inter Fund Transfers Out	7300-7399	1,350,015	1,695,352	345,337	1,676,633
Basic Aid Transfers Out		42,567,933	42,567,933	0	29,858,960
Intra Fund Transfers Out	7400-7499	230,088	230,088	0	0
Debt Service	7100-7199	405,000	405,000	0	253,024
Total Other Sources (Uses)		44,553,036	44,898,373	345,337	31,788,617
<b>TOTAL USES OF FUNDS</b>		<u>214,979,866</u>	<u>217,738,832</u>	<u>2,758,966</u>	<u>146,862,166</u>
<b>ENDING FUND BALANCE</b>		12,685,097	12,685,097	0	75,413,295
Reserve for Economic Uncertainties		9,585,097	9,585,097	0	
Location Reserves for Economic Uncertainties		3,100,000	3,100,000	0	
Nondesignated Budget Allocation		\$ 0	\$ 0	\$ 0	\$ 0

**SADDLEBACK COLLEGE**  
General Fund Income and Expenditure Summary  
As of April 30, 2009

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE	Adopted Budget	Revised Budget	Difference	Beg Bal & Receipts/ Expenditures
<b>SOURCES OF FUNDS</b>				
LOCATION BEGINNING BALANCE	11,838,359	11,838,359	0	11,838,359
REVENUES:				
Unrestricted Budget Allocation	\$ 76,293,985	76,293,985	0	74,967,100
Restricted Budget Allocation	10,900,214	12,622,514	1,722,300	8,919,725
Total Revenue	87,194,199	88,916,499	1,722,300	83,886,825
BASIC AID	300,000	300,000	0	300,000
INCOMING TRANSFERS	8980-8989 160,365	164,124	3,759	0
<b>TOTAL SOURCES OF FUNDS</b>	<b>99,492,923</b>	<b>101,218,982</b>	<b>1,726,059</b>	<b>96,025,184</b>
<b>USES OF FUNDS</b>				
EXPENDITURES:				
Academic Salaries	1000-1999 40,134,552	40,421,564	287,012	30,575,371
Other Staff Salaries	2000-2999 20,142,306	20,221,859	79,553	13,737,063
Employee Benefits	3000-3999 17,402,379	17,476,113	73,734	13,230,632
Supplies & Materials	4000-4999 4,319,971	4,242,946	(77,025)	1,215,441
Services & Other Operating	5000-5999 8,425,902	9,294,778	868,876	5,240,596
Capital Outlay	6000-6999 5,874,093	6,311,576	437,483	2,278,887
Payments to Students	7500-7699 183,355	239,781	56,426	166,582
Total Expenditures	96,482,558	98,208,617	1,726,059	66,444,572
OTHER FINANCING SOURCES/(USES):				
Transfers Out	7300-7399 350,000	350,000	0	350,000
Other Transfers	7400-7499 160,365	160,365	0	0
Debt Service	7100-7199 0	0	0	0
Total Other Sources (Uses)	510,365	510,365	0	350,000
<b>TOTAL USES OF FUNDS</b>	<b>96,992,923</b>	<b>98,718,982</b>	<b>1,726,059</b>	<b>66,794,572</b>
<b>LOCATION OPERATING BALANCE</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>0</b>	<b>29,230,612</b>
Reserve for Economic Uncertainties	2,500,000	2,500,000	0	0
Nondesignated Budget Allocation	\$ 0	\$ 0	\$ 0	0

**IRVINE VALLEY COLLEGE**  
General Fund Income and Expenditure Summary  
As of April 30, 2009

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE	Adopted Budget	Revised Budget	Difference	Beg Bal & Receipts/ Expenditures
<b>SOURCES OF FUNDS</b>				
LOCATION BEGINNING BALANCE	4,390,923	4,390,923	0	4,390,923
REVENUES:				
Unrestricted Budget Allocation	\$ 40,157,208	40,157,208	0	39,408,617
Restricted Budget Allocation	5,049,910	5,636,054	586,144	4,475,508
Total Revenue	45,207,118	45,793,262	586,144	43,884,125
BASIC AID	150,000	150,000	0	150,000
INCOMING TRANSFERS	8980-8989 69,723	80,801	11,078	(18,112)
<b>TOTAL SOURCES OF FUNDS</b>	<b>49,817,764</b>	<b>50,414,986</b>	<b>597,222</b>	<b>48,406,936</b>
<b>USES OF FUNDS</b>				
EXPENDITURES:				
Academic Salaries	1000-1999 20,803,438	20,878,070	74,632	16,589,629
Other Staff Salaries	2000-2999 11,355,987	11,632,947	276,960	8,043,935
Employee Benefits	3000-3999 9,482,482	9,527,202	44,720	7,341,065
Supplies & Materials	4000-4999 1,237,430	1,158,307	(79,123)	540,532
Services & Other Operating	5000-5999 3,320,952	3,366,142	45,190	2,109,519
Capital Outlay	6000-6999 2,055,962	2,199,960	143,998	612,914
Payments to Students	7500-7699 234,678	324,916	90,238	199,993
Total Expenditures	48,490,929	49,087,544	596,615	35,437,587
OTHER FINANCING SOURCES/(USES):				
Transfers Out	7300-7399 252,112	252,719	607	234,000
Other Transfers	7400-7499 69,723	69,723	0	0
Debt Service	7100-7199 405,000	405,000	0	253,024
Total Other Sources (Uses)	726,835	727,442	607	487,024
<b>TOTAL USES OF FUNDS</b>	<b>49,217,764</b>	<b>49,814,986</b>	<b>597,222</b>	<b>35,924,611</b>
<b>LOCATION OPERATING BALANCE</b>	<b>600,000</b>	<b>600,000</b>	<b>0</b>	<b>12,482,325</b>
Reserve for Economic Uncertainties	600,000	600,000	0	0
Nondesignated Budget Allocation	\$ 0	\$ 0	\$ 0	0

**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** SOCCCD: Quarterly Investment Report  
**ACTION:** Information

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### **BACKGROUND**

Senate Bill Number 564 added Government Code Section 53646 requiring the local agencies in California, including educational institutions, to render a statement of investment policy to their local governing Board on an annual basis. In addition, a quarterly report in compliance with the investment policy is to be rendered to the governing Board with respect to the agency's investments. The Board approved the District's investment policy on September 16, 1996, and since then, quarterly reports have been rendered for the Board's information.

### **STATUS**

This report is for the quarter ending on March 31, 2009. Our cash balances at the end of March 31, 2009 were One Hundred Nineteen Million, Three Hundred Fifty-Six Thousand, Sixty One Dollars and 47/100 (\$119,356,061.47) in the Orange County Investment Pool (OCIP) and Twenty Five Million, Two Hundred and One Thousand, Eight Hundred and Twenty One Dollars and 55/100 (\$25,201,821.55) in the Local Agency Investment Fund (LAIF) Pooled Investment Account. The OCIP investment pool is yielding an average of 1.90% and the LAIF investment pool is yielding an average of 1.91% for the fiscal quarter ending March 31, 2009. Both pools are highly liquid, with overnight wire transfers available upon request.

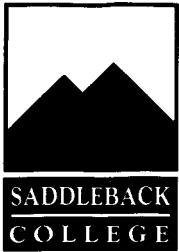
**TO:** Board of Trustees  
**FROM:** Dr. Raghu P. Mathur, Chancellor  
**RE:** Written Reports  
**ACTION:** None

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**Written Reports**

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

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



## MEMORANDUM

TO: Members of the Board of Trustees  
Dr. Raghu P. Mathur, Chancellor

FROM: Dr. Tod A. Burnett, President

SUBJECT: REPORT FOR MAY 26, 2009 BOARD OF TRUSTEES' MEETING

Mathematics Professor Larry Perez was named Orange County's Community College Professor of the Year.

Saddleback College held a preview of the Saddleback College Veterans Memorial on May 7<sup>th</sup>. More than 200 veterans, active military personnel, and community members gathered for the event, which highlighted a speech by Board President Donald P. Wagner on the importance of the flag at the memorial, Stewart Navarre, former Commander of Camp Pendleton, and David Curry, a Saddleback College alumnus and an Iraq War veteran.

Dr. Tod Burnett held a reception on May 17<sup>th</sup> to announce the President's Club, a new auxiliary group of elite donors in support of Saddleback College.

Faculty, staff, and managers from Saddleback College and Irvine Valley College faced off in a friendly and spirited game of softball on May 8<sup>th</sup>.

The Saddleback College scholarship ceremony was held on May 14<sup>th</sup>, where over \$220,000 was awarded to more than 175 deserving students. Sixteen new \$1,000 scholarships from the Bernard Osher Foundation were awarded to help financially strained students offset the cost of their college educations.

Commencement was held on May 22<sup>nd</sup> in the gym. Bobby McDonald, the Executive Director of the Black Chamber of Commerce of Orange County, served as the inspiring commencement speaker.

### *Advanced Technology & Applied Science Division*

The ATAS division Fashion Show was sold out and had a great presentation yesterday. Our plant sale in Horticulture raised \$7,000 for Horticulture scholarships. The Culinary Arts department celebrated Cinco de Mayo with a student luncheon for family and guests. The Communication Arts department has two films that were recognized at the Newport Beach film festival.

### *Emeritus Institute*

The Emeritus Institute held its first Symphony Orchestra performance at Laguna Woods Village, Club House 3, auditorium, on Sunday, May 2<sup>nd</sup>. The Emeritus Institute will be representing Saddleback College at the 2<sup>nd</sup> Annual "South County Senior Summit" hosted by Supervisor Pat Bates, Office on Aging & South County Senior Services on May 26<sup>th</sup>. The Community of Niguel Shores has joined the off-campus Emeritus Institute class sites. Students from the Emeritus Institute plein air class traveled to Catalina Island for a one-day painting workshop with Professor Pamme Turner (EI Department Chair/Fine and Liberal Arts). Paintings completed onsite will be on display in the Laguna Woods Village Art Studio on May 18<sup>th</sup>, 11-1 pm.

### ***Health Sciences and Human Services Division***

Human Services graduation/reception was held May 21<sup>st</sup> at 6:30 pm. Forty-nine graduates were honored at the Nursing Pinning held on May 19<sup>th</sup>. The Fostering Student Success Advisory and Nursing Program Update took place on Thursday, May 14<sup>th</sup> at Arroyo Trabuco Golf Club. The Medical Assistant Program Advisory Committee met May 1. Twenty-nine medical assistant students will begin their externships in local physician's offices and clinics in the community. The Saddleback Student Nurses Association was recognized at the National Student Nurse convention as having the most outstanding newsletter. In addition, their resolution on preventing the spread of MRSA was adopted. Tammy Rice and Diane Pestolesi accompanied Don Busche, Randy Peebles and Bob Cosgrove to Oakland to visit the Samuel Merritt and College of Marin Regional Simulation Centers.

### ***Kinesiology & Athletics***

The women's tennis team captured the Orange Empire Conference title and went on to finish third in the state during the post-season playoffs. The men's swim team placed eighth at the state championship this season with the women's team placing 12<sup>th</sup>. Both the baseball and softball teams placed fourth in conference play but were ranked amongst the top teams in the state due to the strength of the Orange Empire Conference. Saddleback's track and field teams were also well represented in post-season competition as the Gauchos sent 16 individuals and two relay teams to the Southern California regional championship meet to represent the college in 18 different events.

### ***Liberal Arts & Learning Resources Division***

Partners in Algebra Achievement, a non-profit volunteer organization that began in fall 2006 and provides tutoring and mentoring to economically disadvantaged students at Saddleback College, created sixteen mentor/student partnerships this spring, mostly in basic skills areas such as math and writing skills.

### ***Math, Science & Engineering Division***

Recently Professor Larry Perez and others have developed several additions to the Algebra2go project and will unveil the full version of this desktop environment at the MERLOT conference in August.

### ***Social & Behavioral Sciences Division***

The Sociology Club participated in the YMCA Fun Day on April 11th. The Psychology and Psi Beta Honor Society in Psychology were involved in research related scholarly activities as well as multiple community service efforts. The first Program Review for the Geographic Information Systems (GIS) program was completed. The Anthropology Department has continued with its monthly speaker series. The highlight this year was the lecture given by Dr. Lezlee Hinesmon-Matthews of Cal State Fullerton who spoke on race and voter intimidation in modern presidential elections.

### ***Saddleback College Mission***

"To provide access to learning opportunities that promotes student success; to foster intellectual growth and individual expression; and to support a dynamic and diverse environment of innovation and collegiality."






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 I R V I N E      V A L L E Y      C O L L E G E
 

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## OFFICE OF THE PRESIDENT

**TO:** Chancellor Raghu P. Mathur and Members of the Board of Trustees

**FROM:** Glenn R. Roquemore, President

**DATE:** May 14, 2009

**SUBJECT: President's Report for the May 26 Board of Trustees Meeting**

**IVC Foundation Awards Dinner**

The 21st annual Irvine Valley College Foundation Awards Dinner sponsored by Grainger raised more than \$43,000. The gala was held on April 13, 2009 at the Irvine Marriott. Patrick Healy, NBC Channel 4 News reporter, was the keynote speaker, and Maria Hall-Brown, producer of KOCE-TV's "Real Orange," served as the master of ceremonies. Four individuals were recognized for their outstanding contributions to the college with a presentation of the IVC Medal, the Foundation's highest honor. Medal winners were: Howard J. Klein of Klein, O'Neill & Singh, LLP for his leadership of the Foundation; Fawn Tanriverdi, a counselor at the college, for her longtime work on behalf of disadvantaged students; and Raymond A. Lee and Jeffrey C. Joy of Greenberg Traurig LLP for their generous support of the annual Astounding Inventions competition.

**Two Longtime Irvine Valley College Employees Establish \$7,000 Endowment**

Two longtime members of the Irvine Valley College family, Steve and Joanie Woodard, have generously established a \$7,000 endowment in loving memory of their family. This endowment, known as the Lloyd and Laretta Dyer Family Foundation Scholarship Endowment, will provide annual scholarships, in perpetuity, to assist low-income students at the college. Joanie, who is Steve's mother, worked at Irvine Valley College for many years and is now retired. Steve is a current employee of the college and has worked in the facilities and maintenance department for the past 17 years.

**Irvine Community Resource Fair**

On Saturday, May 2, Fawn Tanriverdi and the staff in the IVC EOPS/CARE/CalWORKs programs hosted along with Families Forward the Irvine Community Resource Fair. More than 45 agencies were on-hand to provide workshops and consultations in the areas of employment, health, safety, housing, legal issues, education and other areas. The event was designed to support local residents going through tough economic times.

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES: Thomas A. Fuentes, William O. Jay, David B. Lang, Marcia Milchiker, Nancy M. Padberg, Donald P. Wagner, John S. Williams  
Raghu P. Mathur, Ed.D., Chancellor; Glenn R. Roquemore, Ph.D., President, Irvine Valley College

### **President Roquemore Elected President of Community College Association**

During the annual meeting of the Southern California Community Colleges Chief Executive Officers Association, held April 22-24 in Temecula, Irvine Valley College President Glenn Roquemore was elected president of the organization.

### **Speech and Debate Team Finish Strong**

The speech and debate team for Irvine Valley College achieved success in the final tournament of the Pacific Southwest Collegiate Forensics Association. The league tournament, held at Palomar College, April 25-26 attracted over 400 entries from 25 colleges. Twenty-two IVC students participated with 12 of them winning awards. Several students won multiple awards. The team's results were strong enough for a third place finish in sweepstakes.

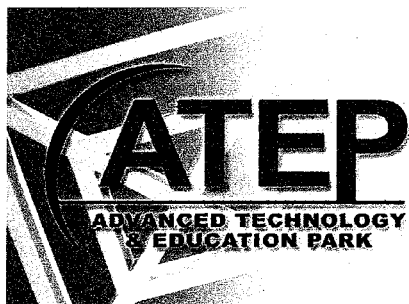
### **UCI Honors IVC Faculty**

Several IVC faculty members were recently honored at a reception held at UCI. Kurt Meyer, Lisa Alvarez, Dale Carranza, Miriam Castroconde, Traci Fahimi, and Rebecca Welch all received a UCI "Educator Recognition" award. This is particularly gratifying because the awards were given based on recommendations of transfer and honor students who were asked to name the faculty member who had the most impact on their success at UCI. The honored faculty all received recognition at a reception at the UCI Faculty Club, along with a certificate and monetary gift. The UCI Division of Undergraduate Education and Schools First Credit Union sponsored the event.

### **Model UN Team Receives National Award**

On April 5-9, the IVC Model United Nations Team competed at the National Model United Nations Conference in New York City, winning a Distinguished Delegation Award. The 16-member team represented the North African state of Niger, competing against 184 universities from around the world and 10 community colleges nationwide. Nearly 4000 students compete in this conference, held at the New York Marriott and the United Nations Headquarters. This is the sixth national award received by the IVC MUN team.

#### **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**



#### MEMORANDUM

TO: Chancellor Raghu P. Mathur  
Members of the Board of Trustees

FROM: Dr. Randy W. Peebles, Provost *RWP*

DATE: May 12, 2008

RE: Report for the May 26, 2009 Board of Trustees Meeting

#### ATEP EXPANSION PLANS

Provost Randy Peebles and staff at ATEP, IVC, SC and District Facilities are pursuing several options for an interim expansion of ATEP facilities to support continued growth of ATEP enrollments until the Concept 3A Plan is completed.

Saddleback nursing staff, Provost Randy Peebles and Education Director Don Busche visited several nursing simulation centers in northern California to gain insight into best practices for creating a planned regional nursing simulation center at ATEP.

Randy Peebles, Don Busche and Tere Fluegeman represented ATEP on a visit to Ohlone College's Newark Center, a platinum LEED-certified campus, to meet with campus administrators and study the Center as a potential model for ATEP.

#### PROGRESS ON POTENTIAL PARTNERSHIPS

Discussions are under way with several potential partners, including Brandman University (formerly Chapman University College), UCI, Art Center College of Design, Concordia University, Cal State University-Fullerton as well as business partners for the regional nursing simulation center and other academic areas outlined in ATEP's approved long range academic plan.

#### PROGRAM DEVELOPMENT

Provost Randy Peebles attended the State Chancellor's conference on Economic & Workforce Development to network with potential partners and identify future program development opportunities for ATEP.

**INSTRUCTION & STUDENT SERVICES**

First level interviews were conducted for the Dean of Instruction and Student Services position. Summer enrollment is going well with a 65% growth in numbers since this time last year. The fall 2009 schedule has been finalized with the largest number of course offerings yet.

**MARKETING AND OUTREACH**

Tere Fluegeman is working with IVC publications department to design an ATEP section for inclusion in the IVC fall schedule and marketing mailer. Saddleback will include a similar ATEP section in their schedule which will mail to homes in their service area. Ads are running on ocregister.com and ATEP's website to promote summer courses. A web portal system is being developed to host expanded services on the ATEP website. An IVC student has been hired part-time to assist with increasing marketing and outreach activities.

**OTHER**

Randy Peebles and Tere Fluegeman attended the Pandemic Emergency Planning and Business Continuity session at IVC.

Don Busche, Randy Peebles and Tere Fluegeman completed the annual CACT state grant application for funding which included re-establishing partnerships with the optics and photonics business community. Recruitment and screening for the CACT Director position is under way.