

Meeting of the Board of Trustees

January 27, 2014

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

- 1.1 Call to Order
- 1.2 <u>Public Comments</u>

Members of the public may address the Board on items listed to be discussed in **closed session**. If you wish to address the board on a closed session item, please complete a yellow form entitled, "Request to Speak" and submit it to the board's Executive Assistant. These forms are available outside the board room. **Speakers are limited to** <u>two</u> **minutes each**.

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- A. Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (GC Section 54957) (6)
 - 1. Public Employee Employment (1)
 - a. Classified Employees
 - 2. Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (5)
 - a. Director, Student Life (IVC)
 - b. Director, Emeritus Instructional Program (SC)
 - c. Dean, Business Science/Economic & Workforce Development
 - d. Faculty (SC)
 - e. Faculty (IVC)
- B. Conference with Real Property Negotiators (GC Section 54956.8)(1)
 - 1. Sale or Exchange of Property by District: Portion of ATEP Site, Parcel 3: City of Tustin, 300 Centennial Way, Tustin
 - a. Agency Designated Negotiator: Debra Fitzsimmons, Ph.D. Regarding exchange of land and terms of payment

RECONVENE OPEN SESSION: 6:00 P.M.

It is the Board's intent to reconvene in public session at the time specified herein. If closed session business has not been completed by the time public session is scheduled to be reconvened, the Board may either remain in closed session longer, or reconvene in public and again recess to a closed session after completion of the public agenda. After the completion of any subsequent closed session, the Board shall again reconvene in public, and make any necessary reports of action taken before adjourning the meeting.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 Invocation

Led by Trustee David Lang

2.3 **Pledge of Allegiance** Led by Trustee Marcia Milchiker

2.4 Recognitions: Speakers are limited to two minutes each.

- A. Resolutions None
- B. Commendations
 - Saddleback College: President Burnett will be commending nine Bridge 2 Engineering grant students who were accepted to NASA's National Community College Aerospace Scholars Program.

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. If you wish to address the board, please complete a yellow form entitled, "Request to Speak" and submit it to the board's Executive Assistant. These forms are available outside the board room. **Speakers are limited to up to two minutes each.**

3.0 <u>REPORTS</u>

- 3.1 Oral Reports: **Speakers are limited to up to two minutes each**.
 - A. Board Reports
 - B. Chancellor's Report
 - C. College Presidents' Reports (Written Reports included in Section 8.0)
 - D. Associated Student Government Reports
 - E. Board Request(s) for Reports

4.0 DISCUSSION ITEMS

- 4.1 **Irvine Valley College Approach to Student Success Act of 2012** Representatives from Irvine Valley College will make a presentation in response to Task Force Recommendation 2: Strengthen Support for Entering Students, Section 2.2 Diagnostic assessment, orientation, and educational plan.
- 4.2 **SOCCCD:** Business Process Analysis (BPA) for the HR/Financial Software System Procurement and Implementation Project Report on meetings conducted district-wide to review and analyze our current business practices to become more efficient and improve services.

5.0 CONSENT CALENDAR ITEMS

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

- 5.1 **SOCCCD**: Board of Trustees Meeting Minutes Approve minutes of a Regular Meeting held on December 16, 2013.
- 5.2 Saddleback College: Grant Acceptance, Faculty Entrepreneurship Champion Mini-grant Project Accept the sub-award of \$4,200 from Solano Community College District.
- 5.3 Saddleback College: Study Abroad Program to Santander, Spain Approve the Saddleback College study abroad program to Santander, Spain in the summer of 2014 and direct administration to execute the Educational Tour/Field Study Travel Contractor Agreement with *Travel and Education* for coordinating all travel agreements.
- 5.4 Saddleback College: Community Education, Spring 2014 Additional Class Offerings

Approve the Community Education courses, presenters, and compensation

- 5.5 **Saddleback College: Transfer Degrees for the 2013/14 Academic Year** Approve the proposed changes in curriculum to new Transfer Degrees.
- 5.6 Saddleback College: Cosmetology and Cosmetician Instruction Agreement - Amendment No. 2 to Hair California Beauty College Agreement

Approve the Saddleback College Cosmetology and Cosmetician Amendment No. 2 to the agreements with Hair California Beauty College to renew the term for one year for the period, July 1, 2013 to June 30, 2014.

5.7 Saddleback College: Cosmetology and Cosmetician Instruction Agreement - Amendment No. 4 to Lake Forest Beauty College Agreement

Approve the Saddleback College Cosmetology and Cosmetician Amendment No. 4 to the agreements with Advance Beauty College to renew the term for one year for the period, July 1, 2013 to June 30, 2014.

5.8 Irvine Valley College: Forensics Team Out-of-State Travel – Flagstaff, Arizona

Approve the out-of-state travel request for two students and one advisor to attend the National Parliamentary Tournament of Excellence in Flagstaff, Arizona, from March 14-18, 2014, at a cost not to exceed \$1,300.

- 5.9 Irvine Valley College: Grant Acceptance, Orange County United Way Volunteer Income Tax Assistance (VITA) Accept grant award of \$2,400.
- 5.10 Irvine Valley College: Grant Acceptance, Career Development Work-Based Learning Linkages to Professional Organizations, Year Six Accept sixth year grant award of \$200,000 from California Community Colleges Chancellor's Office.
- 5.11 Saddleback College and Irvine Valley College: Speakers Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 5.12 **SOCCCD: Trustees' Requests for Attending Conferences** Approve/ratify Trustees' requests for attending conference/meeting.
- 5.13 SOCCCD: Student Out-of-State Travel to Federal Briefing at the U.S. Capitol

Approve out-of state travel for one student to participate with district administrators/managers in a federal briefing at the U.S. Capitol on Thursday, February 27, 2014. Focus of briefing is SOCCCD's innovative student success tools, including MAP, Sherpa, predictive analytics and the student success dashboard.

5.14 SOCCCD: Budget Amendment: Adopt Resolution No. 14-02 to Amend FY 2013-2014 Adopted Budget

Adopt resolution to amend the adopted budget.

5.15 SOCCCD: Agreement for Professional Services for Barranca Entrance Phase III Design Services at Irvine Valley College with Environmental, Planning, Development Solutions, Inc.

Approve consultant agreement for \$101,000.

- 5.16 SOCCCD: Quest Energy LEED Commissioning Services Amendment No. 2 for Life Sciences Building at Irvine Valley College Approve \$20,000 amendment for new contract total of \$105,500.
- 5.17 SOCCCD: Architectural Services Amendment No. 2 for Land Exchange Demolition, ATEP with gkkworks Approve \$44,769 amendment for a contract total of \$101,319.
- 5.18 **SOCCCD: External Evaluator Services at Saddleback College** Approval of consultant agreement with Pacific Research & Evaluation LLC for \$169,490.
- 5.19 SOCCCD: Adoption of Resolution No. 14-01 Voided or Stale-dated Warrants (Checks) Adopt resolution voiding the stale-dated warrants.
- 5.20 SOCCCD: Academic Year 2014-2015 Non-Resident Tuition Fees for Foreign & Out-Of-State Students

Approve non-resident tuition fee changes which are in line with statewide average, along with decrease in capital outlay fees.

5.21 SOCCCD: Authorization for District Institutional Memberships FY 2013-2014

Approve memberships and estimated dues for organizations.

5.22 SOCCCD: A400 Design Build Project, IVC Change Order No. 1, Swinerton Builders

Approve change order for no additional cost to existing contract amount.

- 5.23 SOCCCD: Fine Arts HVAC Upgrades and Interior Renovations at Saddleback College, Architectural Agreement with ggkworks Approve agreement with gkkworks for \$250,000.
- 5.24 SOCCCD: BGS Fire Repair at Saddleback College, Architectural Agreement with R2A Architecture Approve agreement with R2A Architecture for \$113,703.
- 5.25 **SOCCCD: Gifts to the District and Foundations** Accept donations.

5.26 SOCCCD: Payment of Bills

Approve checks no. 175555 through 176559 processed through the Orange County Department of Education, totaling \$8,925,619.34; and checks no. 010863 through 010924, processed through Saddleback College Community Education, totaling \$431,712.44; and checks no. 009194 through 009215, processed through Irvine Valley College Community Education, totaling \$226,355.05.

- 5.27 **SOCCCD: Purchase Order/Confirming Requisitions** Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P14-02574 through P14-02906 amounting to \$66,499,306.04. Approve confirming requisitions dated November 25, 2013 through January 7, 2014, totaling \$168,874.06.
- 5.28 **SOCCCD: Transfer of Budget Appropriations** Ratify the transfer of budget appropriations for the period ending December 31, 2013.
- 5.29 **SOCCCD: November, December 2013 and January 2014 Contracts** Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 SOCCCD: Approval of Agreements for HR/Financial Software System and Implementation Partner, Workday and CedarCrestone, Inc. Approve agreement with Workday and CedarCrestone, Inc.
- 6.2 Saddleback College: Grant Acceptance California Community Colleges Chancellor's Office Common Assessment Initiative, Butte-Glenn Community College District Sub-Recipient Agreement No. 14-055

Accept the award of \$600,000 from Butte-Glenn Community College District.

- 6.3 **SOCCCD: CCCT Board of Directors Nominations** Approve possible nomination(s) for transmittal to the CCCT office.
- 6.4 SOCCCD: Authorization of Payment to Trustee Absent from Board Meeting

Authorize payment to Trustee Padberg who was absent from the December 16, 2013 meeting of the Board of Trustees.

6.5 **SOCCCD: ATEP Site Foundation and Infrastructure Demolition, Change Order No. 2, U.S. Demolition** Approve change order with contractor for a decrease of \$4,013 which will result in lower project total of \$1,461.357.

6.6 SOCCCD: ATEP Site Foundation and Infrastructure Demolition, Notice of Completion, U.S. Demolition Authorize the filing of the Notice of Completion to contractor for a final contract amount of \$1,461,357.

- 6.7 SOCCCD: Technology & Applied Sciences Building Swing Space, Saddleback College, Architectural Agreement, Amendment No. 2 Approve amendment with R2A Architecture in the amount of \$163,420, for a total fee of \$694,420.
- 6.8 SOCCCD: Board Policy Revision: BP-146-Chancellor Succession, BP-4011.1-Hiring: Full-time Faculty, BP-4040-Public Disclosure of Employee Compensation, BP-4076-Compensation, BP-4700-Whistleblower Protection, BP-5130-Financial Aid Accept for review and study.
- 6.9 **SOCCCD: Academic Personnel Actions Regular Items** Approve New Personnel Appointment, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Title Change of Full-Time, Academic Faculty Positions, Reduced Workload Program with STRS Retirement
- 6.10 **SOCCCD: Classified Personnel Actions Regular Items** Approve New Personnel Appointments, Authorization to Eliminate Classified Position and/or Position Numbers, Authorization to Establish and Announce a Classified Position, Authorization to Change Classified Positions, Authorization to Eliminate and Create Classified Positions, Authorization to Reorganize a Classified Position, Change of Status, Out of Class Assignments, Leave of Absence, Resignation/Retirement/Conclusion of Employment, Volunteers
- 6.11 **SOCCCD: 2014-2015 Bonded Sabbatical Recommendations** Approve Faculty Sabbatical Leaves for the 2014-2015 Academic Year as Recommended by the SOCCCD District-wide Sabbatical Committee.

7.0 <u>REPORTS</u>

7.1 **SOCCCD: List of Board Requested Reports** Status of board requested reports of the South Orange County Community College District Board of Trustees.

7.2 **Saddleback College and Irvine Valley College: Speakers** A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.

7.3 SOCCCD: Basic Aid Report

Report on projected receipts and approved projects.

7.4 SOCCCD: Facilities Plan Status Report

Status of current construction projects.

- 7.5 **SOCCCD: Monthly Financial Status Report** This report displays the adopted budget, revised budget and transactions through December 31, 2013.
- 7.6 **SOCCCD:** Quarterly Financial Status Report The quarterly report as of December 31, 2013 for FY 2013-2014.
- 7.7 **SOCCCD:** Retiree (OPEB) Trust Fund The report is for period ending December 31, 2013.

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

Reports by the following individuals and groups may be written and submitted through the docket process prior to distribution of the Board agenda packet. **Speakers are limited to <u>two</u> minutes each.**

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

9.0 ADDITIONAL ITEMS

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

- **TO:** Board of Trustees
- **FROM**: Gary L. Poertner, Chancellor
- **RE:** Irvine Valley College: Student Success Task Force Recommendation 2
- ACTION: Discussion

BACKGROUND

In 2010, Senate Bill 1143 called upon the California Community Colleges Board of Governors to adopt a plan by 2012 for improving student success. The bill also authorized the creation of a task force on student success, which was formed in January 2011 by California Community Colleges Chancellor Jack Scott. The charge of the task force was to develop a strategic blueprint to increase student success. In January 2012, their findings were submitted in the report, *Advancing Student Success in California Community Colleges: Recommendations of the California Community Colleges Task Force*, which was unanimously endorsed by the Board of Governors. The final report was presented to the Legislature in February 2012. Senate Bill 1456, the Student Success Act of 2012, was approved by the state Senate in May 2012.

Recommendation 2 of the report is to "*strengthen support for entering students*." This recommendation includes the following:

- Develop and implement a common centralized assessment for English reading and writing, mathematics, and ESL that can provide diagnostic information to inform curriculum development and student placement and that, over time, will be aligned with the K-12 Common Core State Standards and assessments. (2.1)
- Require all incoming community college students to: (1) participate in diagnostic assessment and orientation and (2) develop an education plan. (2.2)
- Develop and use centralized and integrated technology, which can be accessed through campus or district web portals, to better guide students in their educational process. (2.3)
- Require students whose diagnostic assessments show a lack of readiness for college to participate in a support resource, such as a student success course, learning community, or other sustained intervention, provided by the college for new students. (2.4)
- Encourage students to declare a program of study upon admission, intervene if a declaration is not made by the end of their second term, and require declaration by the end of their third term in order to maintain enrollment priority. (2.5)

<u>STATUS</u>

Representatives from IVC will present what the college is doing to strengthen support for entering students and demonstrate how IVC has implemented measures to address Recommendation 2.2 as stated above.

ITEM: 4.2 DATE: 1/27/14

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

- **RE:** SOCCCD: Business Process Analysis (BPA) for the HR/Financial Software System Procurement and Implementation Project
- ACTION: Discussion

BACKGROUND

Since May 2012 South Orange County Community College District has been conducting numerous Business Process Analysis (BPA) sessions involving college departments, district services staff, faculty, and other parties focusing on key areas within human resources, finance, and business services that have district-wide impact. The district has engaged the services of Strata Information Group (SIG) to assist the Vice Chancellors of Business Services and Human Resources, at the BPA sessions to accomplish two purposes: 1) to understand current business process and concerns regarding inefficiencies, and; 2) to provide data to be used for the Request For Proposal (RFP), scope definition, and selection criteria for a new Human Resources (HR)/Financial Software System for the district.

The BPA sessions were the first step in this process for a new HR/Financial Software System. The purpose of conducting these sessions prior to going out for an RFP for a new software system was instrumental in having accurate information available regarding current business processes and practices to determine system requirements and priorities.

The district reviewed business processes for the following areas: hiring, budget development, travel, payroll, accounts receivable and invoicing, new employee orientation/onboarding, purchasing/warehousing/receiving, curriculum development, financial aid, capital project planning, board agenda submittal, benefits administration, and contract submittal and approval. Conducting the BPA sessions before the procurement of a new system provides the opportunity to utilize the results of the analysis to support the selection of new technologies, and assures the ideal business practices, criteria, and scope for the new technology can be met with the new selected system. During each session, the current steps within existing processes were discussed, outlined, and documented as well as proposed steps in the ideal business process, with the goal of clarification and simplification of each participant's roles and responsibilities.

The ideal business processes together with the new technology will enable the procedures to be automated, simpler, more user-friendly, efficient, less laborintensive, more productive, and transparent. The overall goal would be for improved customer service to the colleges and better use of district and college financial and human resources.

Exhibit A summarizes how the BPA information informed the RFP process, while Exhibit B summarizes the findings from the Business Process Analysis sessions. The reports from each session will be available for public and board member review at the board meeting and upon request.

STATUS

Additional business process analysis sessions will be conducted, with the remaining sessions being slated for financial aid payments, grants (pre-award through closeout), and facilities and capital planning follow up. After all of the initial BPA sessions are completed, the more important next step of implementing what was learned from those sessions is to integrate the findings into the Implementation Phase of the HR/Financial Software System Project. This will entail re-forming the groups with the college and district services representatives to work together on utilization of the findings along with the implementation of the new software system.

The BPA sessions have been instrumental in helping the district ensure a successful and adhesive best practice business model. A presentation will be conducted this evening to provide information regarding the business process analysis sessions; process for evaluation, procurement, and recommendations for a new HR/Financial Software System; system components; benefits of the new system; project implementation process; and projected project implementation schedule. Goals for a successful system project implementation will also be discussed.

HOW THE BPA INFORMATION INFORMED THE RFP PROCESS

Using the detailed findings and reports from the various business process analysis sessions, common themes emerged. Those findings and common themes assisted the district and college staff in determining basic requirements for the new Human Resources/Financial System Software:

- The District desires to strive for best business practices when evaluating new technologies for Human Resources and Business/Finance.
- The new system needs to be a comprehensive and integrated HR/Financial Software System.
- The technology used to support best business practices should be state of the art, cutting edge, intuitive, flexible, user-friendly technology, with real-time access to information and robust reporting capabilities that will meet various user needs.
- The technology needs to have good internal controls and security of data.
- The technology needs to have electronic approval, workflow, and notifications.
- The technology needs to address the functions that are in the current HR and financial systems, as well as functions conducted manually.
- The technology should have self-service and be web based.
- The technology should provide for transparency across the district as well as to be used as a tool for planning.
- The technology needs to have the capacity to interface with existing systems such as SIS, SharePoint, PeopleAdmin, etc.
- The district is large in complexity in a variety of ways, such as number and types of employees, payroll periods, financial accounting requirements, state and federal regulatory requirements, etc. The technology must be able to handle the specific needs of a large community college district in the state of California.

Based on the requirements identified through the Business Process Analysis sessions, the scope of work and criteria for the RFP was developed with the HR/Financial System Software Steering Committee. This process assured that the respondents had a clear understanding of what the district was looking for in new software solutions.

SUMMARY OF FINDINGS FROM THE BUSINESS PROCESS ANALYSIS SESSIONS

The following issues were identified in the current human resources and financial systems and business processes:

- Lots of systems and not integrated with each other, don't talk with each other
- Old technology (16-25 years old)
- Not all processes on system, lots of things still paper
- Can't access system in real time
- Not transparent
- Inefficiencies
- Not utilizing best business practices and processes
- Disconnect between processes and systems
- Shadow Systems
- Manual approval process
- Entering data in multiple areas
- Priorities are unclear
- Access to information needed to perform duties
- Paper driven forms
- Using workarounds
- No real time data
- Labor intensive
- Lots of handoffs between different areas
- Manual process leaves room for error
- Relational data base, which is not efficient especially for reporting
- Expensive to maintain in house
- Not in the cloud
- Very bureaucratic, lots of forms and signature and complexities, many unnecessary
- Bogged down processes developed over many years
- Unclear processes, complicated and hard to figure out, difficult to understand

- No link between HR, payroll, benefits, financial data
- Very labor intensive, inefficient use of our employees' times and resources
- Inflexible
- Confusing
- Not user-friendly or intuitive
- Checking and re-checking
- Duplicate and triplicate and quadruplicate data entry
- Audits are manual and paper driven
- Need to do lots of manual calculations and own math, which system can't always do for us
- Work flow is confusing
- Have to make duplicate files and spreadsheet to manage various portions of work and because not enough trust in the current processes and systems
- Lots of choke points, places where the process breaks down
- Get rid of shadow systems, no longer need to keep separate logs and tracking and excel spreadsheets
- Lots of opportunity for manual errors, places for things to go wrong due to manual nature of processes
- People not staying in their "own lane", sometimes doing other people's jobs
- Because of bureaucracy, people do end runs because processes are overly complicated, not clear, not known, or just plain lengthy
- Hard to search for data or information
- Not sure where to find data
- Hard to develop reports

- Hard to query and do real time robust reporting, information
- No links to other web pages, etc. to pull info needed to do purchase orders, other tasks, etc.
- Not always readily available 24/7
- Non-value added reconciliation steps
- Lots of signatures, people sometimes don't even know what and why they are approving a form
- Hard for new employees to learn
- Not seamless
- Doesn't serve other funds well, such as construction projects/capital planning, grants, associated student government, and foundations.
- Employee timesheets and payroll is manual, paper time cards, manual adding the hours up, checking, double checking, very time consuming
- Cannot use system on iPhone, iPad, or other modern devices
- Running on past practices
- Multiple layers of approvals
- Lots of inconsistencies in providing information and forms to departments
- Lots of reliance on memory or post it's to remind people to do things
- Not operating as one district/system
- High risk, systems not connected, lacking in solid internal controls in some areas, liability issues, and safeguards hard to ensure
- Paper reports, hard to make changes
- Divisions tracking absences differently
- Confidential information not always is confidential due to manual nature of processes
- No current link between contracts, purchasing, invoicing, and accounts payable, all manual, lots of places for

miscommunication and errors, and a very time consuming current process

- Reimbursement process is currently lengthy and time-consuming and paper intensive
- Lots of handwritten and filling out of forms, cards, and information more than once
- Have to try to track things down
- Lots of re-entering of data at beginning of each fiscal year, semester, etc.
- Lots of printing and sending copies to people
- Procedures not followed
- Unclearly marked mail
- Sending of paper checks, cash
- Many methods for handling cash, etc.
- Lack of training, understanding
- Manually cutting and pasting to put in account numbers etc. in Escape
- No single or electronic process to bill agencies or invoicing, no automatic numbering system
- Not efficient to audit, how to generate materials
- Different processes at IVC and SC
- Risk to PR, risk to credibility
- Asking people to work outside areas of expertise
- Credit card numbers being taken over the phone
- Not making deposits daily
- Manual compliance reports
- Manual homemade invoicing happening
- Using excel to manage events
- Hard to track fundraising costs, overhead in current systems
- Frustrating
- Lots of handoffs between different areas, not smooth
- Adjunct faculty process is hard and complicated
- Lots of replication
- Delays

- Gaps
- Lots of loop backs to answer questions and fix things
- Silos
- Need for lots of files and filing cabinets
- Sink or swim, figure it out
- No standard instruction on how to do things
- Lots of work a rounds
- Sometimes incomplete forms
- Budget tracked manually against forms
- Ability to put in wrong or inaccurate object codes, account numbers
- Clunky technology
- Some transactions-must open, save, close, re-open, and save again to complete it
- Processes start electronically, printed to paper, then re-entered electronically to a different system
- Missed deadlines and/or incomplete submissions
- Severe choke points throughout the process where workflow stops if a person is out of the office
- Asking for same data more than once at various points in process
- Irritations with MIS reporting
- System could not keep up with college and district growth over time
- Lost documents
- Escape is out of date for up to a month, adjustments are manual
- No true student A/R module in SIS, therefore, enter and track scholarships manually
- Problem with interfaces between Student financial portion of SIS and Escape
- Tons of churn!
- Paper forms get stuck on desk

- Tracking information between multiple spreadsheets with financial aid offices and accounting
- Walk paper checks across campusliability and safety issue
- Sometimes don't get checks
- Scholarship/Award ceremony for students is manual process
- Not strategic
- Can't link strategic plan to financial within the financial or budget system
- Onerous processes
- Lack of respect or awareness for deadlines
- Lack of checkpoints in some processes which others have too many
- Orientation too late for benefits selection
- Bifurcation between departments can be confusing
- Ineffective work arounds
- Chase down chancellor's authorization form
- No master list for life insurance
- When something goes wrong hard to figure out the cause
- Must update addresses in many places
- Too granular
- Data in one module will differ from other modules, because of different periods in time, different people touching the systems, results are huge manual monthly reconciliations
- Manually calculating percentages
- Various departments not notified of changes
- Difficult to track employee time especially across two colleges
- Uneven application of guidelines
- Requires wet signatures

The ideal business processes to be incorporated into new HR/Financial Software System will enable the following:

- One integrated comprehensive human resources and business/finance system; single authoritative source of data
- Based on tried and true best practices
- Fast, real time transactions and processes
- Control access for security
- District wide procedures
- Allow mass update of groups of records
- Provide online communication and targeting messaging
- Integrate with MySite, SIS, SharePoint, OCDE, etc.
- Electronic/ online approvals/signatures, routing to approvers via email for easy approval process, including online notifications to originator and approver
- Clearly define roles and responsibilities
- Auto-notify reminders
- Reduce steps, streamlined
- Decrease cycle times
- Data entered once into the system and extracted for easy reporting
- Eliminate redundancies
- No paper, eliminate forms!!!!
- Transparency
- Target Reports that can be drilled down
- Target controls and audits
- Online forms
- Eliminate re-work
- Want system to be robust, flexible, intuitive
- Will make roles and responsibilities easy to understand, clear
- Pay electronically for reoccurring payments
- Would like new system to handle grants process
- Shift from Batch thinking to Real Time Thinking
- Can do transactions on iPhone, iPad, modern devices even when traveling

- Electronic time reporting
- Link contracts with invoices and accounts payable
- New processes and system will reduce liabilities, improve internal controls, lessen risks
- All employees, including faculty will have access to the system and will be able to submit for payments and track where things stand in real time
- Would love to make payments to vendors and reimbursements electronically into bank accounts instead of manual paper checks sent in mail, etc.
- Be able to make better board reports or even special reports when needed without requiring lots of programming
- Tie personnel planning to overall strategic plan
- Position control and budget control capability
- Pull down menus and pre-populate fields for authenticated users with information to make easier for end users
- Many functions can be done in parallel rather than one after another
- Flexibility to deal with evolving budget
- Assess approval layers
- Auto reminders
- Web features, hover, help on specific fields
- System does math/calculates fields for you
- System not allow person to move onto next step until they complete/correct errors, better process
- Online orientation for some topics
- Searchable library for information
- Auto ping capability for managers, etc. for important information and approvals
- Simplified and best practices/processes
- Eliminate packets, folders, paper, and walking information between offices

- Free people up for personal connections rather than burden down with paperwork
- Provide on line chat and assistance, context specific help, videos, chat, etc., use voice recognition
- Need good search capability
- Use check boxes
- Utilize single source of data
- Budget requests enter electronically
- Iterative budget development process
- Allow notes and markup online
- Allow for different views into the data
- Some items display only while others can be revised
- Auto notification process when deadlines are approaching
- Flexible chart of accounts, provide for flexibility in sub accounts, restricted and unrestricted, campaigns, funds, events, etc.
- Ability to encumber payroll
- Ensure field lengths are long enough
- Allow users to view budgets
- Single reporting source
- Include historical data in reporting and real time query to answer ad hoc questions
- Allow users to drill down to obtain detailed information, example from summary budget, to department, to accounting, to object, to items, to transactions
- Extract board report ----don't retype or have to proof information manually
- Align planning with budget
- Take advantage of vendor discounts
- Appropriate checks and balances in place
- Clear simple instructions
- Require electronic submission of travel request before trip and expense report after trip
- Replace wet signatures with electronic authentication
- Use imaging systems rather than paper copies for items that need to be uploaded, etc. like contracts, employee hiring documentation, etc.
- Provide for proxy roles when someone is out of office

- If budget approved, don't need to reapprove in future steps
- Put foundation on same system
- Distinguish between notification and approval
- Get better travel deals
- Do things right once
- Enter sick leave, vacation, other absences and approvals on line, even from home
- Employee to be able to see up to date leave balances, earnings history, etc. on line at any time
- Be able to handle all types of payments to employees, regular pay, stipends, part time, etc.
- All info in system tied to employee number
- Handle non-traditional work schedules, OSH, and irregular teaching periods
- Web self-service, web time entry
- Update and notify when employee's schedules change
- Handle banking and comp time
- Automatically adjust OSH when class cancelled
- Easy open enrollment for benefits
- Easy reporting for IRS and other agencies
- Eliminate need to re-enter manually all employees every year
- Handle account number changes or multiple accounts when paying vendor or employee payroll
- Web time entry for recording time
- Pay overtime in same month earned
- Track rate changes and shift differential changes
- System prevents data entry errors
- Automatically calculates step and column increases, calculate retro pay, integrate easily with county, daily update with county system
- Payroll shifts from a data entry role to an auditing and customer service role
- Track various types of faculty assignments
- Robust reporting tool, MIS, IPEDS reporting
- Consistent terminology

- Clear sets of cash handling guidelines and electronic receipts with separation of duties
- Image checks for deposit
- Fewer handoffs or no handoffs
- Single deposit to be able to be credited to various accounts
- Post faster; handle exception
- Use EFT
- Use single merchant id
- Automatic journal entries from SIS to Finance system then review and validate
- Automated receipts and third party billing
- Generate all invoices from central source, auto invoicing capabilities for grants
- Send invoices electronically
- On line time and effort reporting

- Integrated document library
- Payroll calculation tool
- Image checks and other info and attach to records
- Improve accuracy
- Online facilities use rental reservations
- View total receivables from a single source
- Implement online gift giving
- Issue standard receipts for all gifts
- Donors to see giving history online
- Designate cash control locations, authorized areas allowed to receive cash
- Utilize credit card readers at events
- Imbed help capabilities within the technology

ITEM: 5.1 DATE: 1/27/14

TO: Board of Trustees

- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: Minutes of the Board of Trustees Meeting

ACTION: Approval

Minutes from:

December 16, 2013 Regular Meeting of the Board of Trustees (Exhibit A) are submitted to the Board for review and approval.

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

MINUTES OF THE BOARD OF TRUSTEES' MEETING December 16, 2013

PRESENT

Members of the Board of Trustees:

T.J. Prendergast, Vice President Marcia Milchiker, Clerk Bill Jay, Member Timothy Jemal, Member David B. Lang, Member James R. Wright, Member David Robinson, Student Member

Administrative Officers:

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

ABSENT

Nancy M. Padberg, President Randy Peebles, Associate Vice Chancellor, Economic Development

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 <u>two</u> minutes each.**

Two public comments were heard by the board in regards to item A.2.a. of the closed session agenda.

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- A. Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (GC Section 54957) (3)
 - 1. Public Employee Employment (2)
 - a. Classified Employees
 - 2. Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (1)
 - a. Director, Student Life (IVC)

RECONVENE OPEN SESSION: 5:30 P.M.

It is the Board's intent to reconvene in public session at the time specified herein. If closed session business has not been completed by the time public session is scheduled to be reconvened, the Board may either remain in closed session longer, or reconvene in public and again recess to a closed session after completion of the public agenda. After the completion of any subsequent closed session, the Board shall again reconvene in public, and make any necessary reports of action taken before adjourning the meeting.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

On a 6-0 vote, with Trustee Padberg absent, the board approved an unpaid leave from January 7, 2014 through June 1, 2014 to a classified employee at Saddleback College.

On a 6-0 vote, with Trustee Padberg absent, the board approved a general leave of absence without benefits from January 2, 2014 through May 23, 2014 to a classified employee at Saddleback College.

2.2 Invocation

Led by Trustee David Lang

2.3 **Pledge of Allegiance** Led by Trustee Jim Wright

2.4 **Resolutions/Commendations**

A. Resolutions None

- B. Commendations
 - 1. Saddleback College President Tod Burnett commended Deputy Chief of Police, Jim Pyle, who is retiring after 35 years of service.
 - 2. Saddleback College President Tod Burnett commended five architecture students for winning a student design award at the Orange County American Institute of Architects Competition.
 - 3. Saddleback College President Tod Burnett commended ten journalism students for winning awards in writing, layout and design.

2.5 Annual Organizational Meeting and Facilities Corporation Meeting

A. Election of Officers

On a motion made by Trustee Lang and seconded by Trustee Wright, Trustee Prendergast was nominated President of the Board of Trustees. This motion passed on a 6-0 vote.

On a motion made by Trustee Wright and seconded by Trustee Lang, Trustee Padberg was nominated Vice President of the Board of Trustees. This motion passed on a 6-0 vote.

On a motion made by Trustee Jemal and seconded by Trustee Lang, Trustee Milchiker was nominated Clerk of the Board of Trustees. This motion passed on a 6-0 vote.

B. Appointment of Secretary and Assistant Secretary

On a motion made by Trustee Lang, seconded by Trustee Milchiker and unanimously carried on a 6-0 vote, Chancellor Poertner was appointed Secretary and Vice Chancellor Fitzsimons was appointed Assistant Secretary.

C. Appointment of Trustee Representatives

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

On a motion made by Trustee Jay and seconded by Trustee Jemal, Trustee Prendergast was appointed Representative and Trustee Jemal was appointed Alternate Representative. This motion passed on a 6-0 vote.

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

On a motion made by Trustee Milchiker and seconded by Trustee Lang, Trustee Wright was appointed Representative to the Orange County School Boards Association. This motion passed on a 6-0 vote.

Representative to the Orange County Legislative Task Force:

On a motion made by Trustee Jemal and seconded by Trustee Jay, Trustee Milchiker was appointed Representative to the Orange County Legislative Task Force and Trustee Lang was appointed Alternate Representative. This motion passed on a 6-0 vote.

Representatives to the SOCCCD Audit Committee to serve on the Pre-Audit and Exit Meetings

On a motion made by Trustee Jay and seconded by Trustee Milchiker, Trustee Lang was appointed Chair, Trustee Jemal and Trustee Padberg were appointed Representatives. This motion passed on a 6-0 vote.

D. Establishment of Regular Meeting Dates

On a motion made by Trustee Lang and seconded by Trustee Jay, the Board approved the Board Meetings for the 2014 calendar year. The motion passed on a 6-0 vote.

E. Establishment of Agenda Planning Calendar

On a motion made by Trustee Lang and seconded by Trustee Wright, the Agenda Planning Calendar was approved on a 6-0 vote.

F. Approval of Agenda Format

On a motion made by Trustee Jay and seconded by Trustee Milchiker, the Agenda Format was approved with one amendment. The student government representatives will follow the president's reports as item 3.1.,E. This motion was approved on a 5-1 vote with Trustee Lang abstaining.

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

On a motion made by Trustee Milchiker, seconded by Trustee Jay and unanimously carried on a 6-0 vote, the same persons holding membership on the SOCCCD Board of Trustees were elected as directors of the Facilities Corporation 2013 of the South Orange County Community College District to a term of office extending until the next annual organizational meeting. Trustee Prendergast was appointed President, Trustee Padberg was appointed Vice President, Trustee Milchiker was appointed Secretary, and Vice Chancellor Fitzsimons was appointed Chief Financial Officer to a term of office extending until the date of the next annual organizational meeting.

Chancellor, Gary Poertner, was appointed to the office of Assistant Secretary and the Vice Chancellor of Business Services, Dr. Debra Fitzsimons, was appointed to the office of Assistant Treasurer.

2.6 **Public Comments**

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

3.0 <u>REPORTS</u>

- 3.1 Oral Reports: Speakers are limited to up to two minutes each.
 - A. Board Reports
 - B. Chancellor's Report
 - C. College Presidents' Reports (Written Reports included in Section 8.0)
 - D. Board Request(s) for Reports

4.0 DISCUSSION ITEMS

4.1 None

5.0 CONSENT CALENDAR ITEMS

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

Trustee Wright requested to pull item 5.2, Trustee Prendergast requested to pull item 5.4, and Trustee Lang requested to pull item 5.9 from the consent calendar for separate discussion/action.

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

5.1 SOCCCD: Board of Trustees Meeting Minutes

Approve minutes of a Regular Meeting held on November 25, 2013.

5.2 Irvine Valley College: Goodwill Industries of Orange County/DPI Amended Agreement for Interpreting Services for Fiscal Year 2013-2014 Approve amendment to the agreement increasing the amount by \$90,000. The total revised agreement amount is \$95,000.

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

- 5.3 Saddleback College: Student Out of State Travel Scottsdale, AZ Approve the out-of-state travel request for up to 4 students and 2 advisors to attend the Student Veterans of America National Conference in Scottsdale, AZ from Thursday, January 2, 2014 through Sunday, January 5, 2014, at a cost not to exceed \$3,380.
- 5.4 **Saddleback College: Purchase of Four 12-Passenger Vans** Approve award of bid to Raceway Ford in the amount of \$107,123.48.

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

- 5.5 **Saddleback College and Irvine Valley College: Speakers** Approve the general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 5.6 SOCCCD: Budget Amendment: Adopt Resolution No. 13-42 to Amend FY 2013-2014 Adopted Budget Adopt resolution to amend the adopted budget.
- 5.7 **SOCCCD: Contract with eNamix for Quality Assurance Services** Approve agreement with eNamix in the amount of \$81,600 for the term January 2, 2014 to June 30, 2014.
- 5.8 **SOCCCD: Construction Management Services Pool** Approve the pool of firms for Construction Management services for no greater than a five year period.
- 5.9 SOCCCD: Amendment to the 2011 Irvine Valley College Facilities Master Plan

Approve the amendment to the Master Plan.

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

5.10 SOCCCD: Purchase Order/Confirming Requisitions

Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P14-02352 through P14-02573 amounting to \$1,130,237.72. Approve confirming requisitions dated November 6, 2013 through November 24, 2013 totaling \$114,609.01.

5.11 SOCCCD: Payment of Bills

Approve check no. 174947 through 175554 processed through the Orange County Department of Education, totaling \$4,133,286.81; and check no. 010856 through 010862, processed through Saddleback College Community Education, totaling \$5,632.50; and check no. 009188 through 009193, processed through Irvine Valley College Community Education, totaling \$1,145.88.

5.12 **SOCCCD: Transfer of Budget Appropriations**

Approve the transfer of budget appropriations for the period ending November 30, 2013.

- 5.13 **SOCCCD: Gifts to the District and Foundations** Accept donations.
- 5.14 **SOCCCD: November 2013 Contracts** Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

6.1 Irvine Valley College: Resolution to Support Irvine Valley College Application for "Community College Pathway to Law School" Initiative Adopt Resolution No. 13-44 to support Irvine Valley College participation in the Community College Pathway to Law School initiative sponsored by the California State Bar's Council on Access & Fairness.

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

6.2 Saddleback College: Resolution to Support Saddleback College Application for "Community College Pathway to Law School" Initiative Adopt Resolution No. 13-45 reflecting support of Saddleback College in its application to participate in the State Bar Initiative – Pathway to Law School 2+2+3.

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

6.3 Saddleback College: Sciences Building – Hire Construction Management Firm

Approve an agreement with Kitchell CEM, Inc. in the amount of \$1,172,950.

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

6.4 SOCCCD: Board Policy Revision: BP-4101.1-Faculty Salary Classification Changes and Initial Classification Placement, BP-4306-Calendar

Discussion/Approval

On a motion made by Trustee Jemal and seconded by Trustee Wright, this Item was approved by a 6-0 vote.

6.5 SOCCCD: Authorization of Payment to Trustee Absent from Board Meeting

Authorize payment to Trustee Jemal who was absent from the November 25, 2013 meeting of the Board of Trustees.

On a motion made by Trustee Lang and seconded by Trustee Wright, this item was approved on a 5-0 vote with Trustee Jemal abstaining.

6.6 SOCCCD: Academic Personnel Actions – Regular Items

Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Authorization to Temporarily Increase Span of Control of an Administrative Position, Extension of Administrative Assignment, Reassignment of Full-Time Faculty, Reorganization of Reporting Structure, Administrator Contract Extensions

On a motion made by Trustee Lang and seconded by Trustee Jemal, this item was approved on a 5-1 vote with Trustee Wright casting a negative vote.

6.7 SOCCCD: Classified Personnel Actions – Regular Items

Approve New Personnel Appointments, Authorization to Establish and Announce a Classified Position, Authorization to Change Classified Positions, Authorization to Eliminate and Create Classified Positions, Change of Status, Out of Class Assignments, Leave of Absence, Resignation, Retirement, Conclusion of Employment, Volunteers

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

7.0 <u>REPORTS</u>

7.1 Saddleback College and Irvine Valley College

A report on Financial Aid debit cards requested by Trustee Milchiker.

Irvine Valley College Vice President of Student Services, Linda Fontanilla and Saddleback College Director of Financial Aid, Christian Alvarado presented a report on cost/benefit of using Higher One to distribute financial aid funds to our students and colleges.

7.2 Saddleback College and Irvine Valley College

A report on campus security cameras requested by Trustee Jemal.

Saddleback College Chief of Police Chris Wilkinson, Irvine Valley College Chief of Police Will Glen, and Saddleback College IT Director, Anthony Maciel presented a report on Campus Public Safety Cameras.

7.3 Saddleback College and Irvine Valley College

A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.

- 7.4 **SOCCCD: Basic Aid Report** Report on projected receipts and approved projects.
- 7.5 **SOCCCD: Facilities Plan Status Report** Status of current construction projects.

7.6 SOCCCD: Monthly Financial Status Report

This report displays the adopted budget, revised budget and transactions through November 30, 2013.

7.7 SOCCCD: Retiree (OPEB) Trust Fund

The report is for period ending November 30, 2013.

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

Reports by the following individuals and groups may be written and submitted through the docket process prior to distribution of the Board agenda packet. **Speakers are limited to two minutes each.**

- A. Saddleback College Academic Senate
- B. Faculty Association
- C. Irvine Valley College Academic Senate
- D. Associate Vice Chancellor, Economic Development

- E. Vice Chancellor, Technology and Learning Services
- F. Vice Chancellor, Human Resources
- G. Vice Chancellor, Business Services
- H. Irvine Valley College Classified Senate
- I. California School Employees Association
- J. Saddleback College Classified Senate
- K. Associated Student Government of SC
- L. Associated Student Government of IVC
- M. Police Officers Association

9.0 ADDITIONAL ITEMS

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

The meeting was adjourned at 8:11 p.m.

Gary L. Poertner, Secretary

- **FROM**: Gary L. Poertner, Chancellor
- **RE:** Saddleback College: Grant Acceptance, Faculty Entrepreneurship Champion Mini-grant project
- ACTION: Approval

BACKGROUND

In November, 2013, Saddleback College submitted a proposal to Solano Community College District (SCCD), in response to the Request for Applications for the "Faculty Entrepreneurship Champion Mini-grant Project" funded by the California Community Colleges Chancellor's Office, Division of Workforce and Economic Development. The proposal supports the development and implementation of a three-step entrepreneurship pathway program involving students from 6th-8th grade, high school upperclassmen, and professional collegiate instruction. The program will create hands-on skill building, entrepreneurship management, and curriculum development opportunities at all levels.

<u>STATUS</u>

On December 19, 2013 SCCD receiver of the California Community College Chancellor's Office "Small Business Sector Navigator" Grant #13-151-010 notified Saddleback College of its intent to award a \$4,200 sub-award for the period December 19, 2013 through June 30, 2014 to fund the project efforts as presented in Exhibit A. The sub-award funds will support a stipend for a Business Division faculty member to run the project, and several other CTE faculty members to assist in program development activities, as well as classified administrative support and program supplies.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept this sub-award of \$4,200 from Solano Community College District.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT UNIT APPLYING: SADDLEBACK COLLEGE

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

- 1. PROJECT TITLE: Faculty Entrepreneurship Champion Mini-Grant Project award
- 2. PROJECT DIRECTOR: Rebecca Knapp
- 3. PROJECT ADMINISTRATOR: Tony Teng
- 4. GRANTOR AGENCY: Solano Community College District
- 5. FUNDING SOURCE: California Community College Chancellor's Office, Division of Workforce and Economic Development
- 6. STARTING AND ENDING DATES OF THE PROJECT: December 19, 2013-June 30, 2014
- 7. EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):

Saddleback College will address the goals of the California Community College Chancellor's Office, Division of Workforce and Economic Development through the development and implementation of the "Faculty Entrepreneurship Champion Mini-grant project." The grant funded project supports the development and implementation of a three-step entrepreneurship pathway program involving students from 6th-8th grade, high school upperclassmen, and professional collegiate instruction. The program will create hands-on skill building, entrepreneurship management, and curriculum development opportunities at all levels. The grant funded project will provide Saddleback College the opportunity to develop new and enhance current pathways for business entrepreneurship with local area K-12 students.

8. SUMMARY BUDGET

Grant	In Kind	Indirect	Project
Award	Matching	Costs	Total
\$5000		\$162	\$4200

9. APPRC **Division/School Dea**

1 / . I . I.

Vice President of Instruction

Vice President of College Administrative Services

President Tod Burnet

Chancellor

Vice Chancellor of Learning Services

EXPENDITURES SUMMARY

-

 $(\mathbf{x}) = \mathbf{y}$

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

	GRANT (Amount)	MATCHING* (In-Kind/Actual)	SOURCE OF MATCH (Partnership/ College/Vendor)
1000 Certificated Salaries	<u>\$ 2535</u>		
2000 Classified Salaries	<u>\$ 270</u>		
3000 Benefits	<u>\$ 348</u>		
4000 Supplies	<u>\$ 885</u>		
5000 Contracted Services and Other Expenses			
6000 Capital Outlay			
Other Charges (e.g.: Indirect Costs)	\$ <u>162</u>		
TOTALS	<u>\$ 4200</u>		
*Matching Funds: "In-Kind	" matching funds are us	sually allocations of existi	ng personnel, space, supplies, and

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

PROJECT PERSONNEL (reflects the Expenditure Detail above)

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

PARTNERSHIPS (if applicable)

TO: Board of Trustees	
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- **FROM:** Gary L. Poertner, Chancellor
- **RE:** Saddleback College: Study Abroad Program to Santander, Spain

ACTION: Approval

BACKGROUND

Saddleback College is committed to providing high quality education and a full range of cultural activities for students. In the past, the College has offered similar courses, which have been conducted in many countries of the world by expert faculty who provide academic course work in conjunction with cultural travel experiences. The college has conducted very successful study abroad programs during the summer semesters in Santander, Spain since 1994. Study abroad programs are authorized under Education Code 72640.

<u>STATUS</u>

The Liberal Arts and Learning Resources Division at Saddleback College proposes to offer the study abroad program: Spanish Language Studies in Santander, Spain during the summer 2014 semester from July 4 to August 4, 2014. The program will be organized and arranged by Travel and Education for a fee of \$5,995 per student at a cost of \$187 per day for 20-24 students, \$5,685 per student at a cost of \$178 per day for 25-29 students, or \$5,595 at a cost of \$175 per day for 30 or more students. Saddleback College solicited three proposals for this program: CIEE, Spanish Studies Abroad, and Travel and Education. Travel and Education is the only travel vendor able to provide the services that meet our criteria. The details of the program are summarized in the Narrative in Exhibit A and the Study Abroad Program Information Summary in Exhibit B. The required Educational Tour/Field Study Contractor Agreement is provided in Exhibit C, which includes evidence of liability insurance of not less than \$5,000,000. The proposal from T&E is included in Exhibit D. Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund. The current travel warnings issued by the U.S. Department of State in Exhibit E does not include Spain.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program to Santander, Spain in the summer of 2014 as summarized in Exhibit B, and directs the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the Travel and Education for coordinating all travel agreements in Exhibit C.

Study Abroad Narrative Santander, Spain Summer 2014

Saddleback College has offered the Santander, Spain Study Abroad Program for over 20 consecutive years. In summer 2014, a group of 20 to 35 students and an on-site full-time faculty advisor will study Spanish language, culture, and history from July 4 through August 4, 2014. The faculty advisor will accompany the students on both their arrival and departure flights.

Students will enroll in a minimum of 8.25 units of Saddleback courses and will attend classes Monday through Saturday as well as six pre-departure lectures on culture, art, and civilization. Professors at Colegio Miguel de Unamuno will teach the courses, adhering to Saddleback's course outlines. The faculty advisor will teach one of the seven courses offered: Spanish 20B, Civilization of Spain 1898 to Present, as well as supervise the required language labs. The faculty advisor will also be present at Colegio Miguel de Unamuno, Monday through Friday, from 9:00 a.m. to 2:00 p.m. to supervise the curriculum and advise students. The Program includes more than 40 weekly hours of language instruction in addition to evening culture and civilization classes, and Sunday excursions to cultural and historic sites.

Accommodations for the students are in approved home stays, including meals. The faculty advisor will be provided a one bedroom apartment and is responsible for meals and the cost of utilities. All accommodations are within easy walking distance from Colegio Miguel de Unamuno.

Exhibit B Page 1 of 3

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

STUDY ABROAD PROGRAM INFORMATION SUMMARY

Location/D	estination:	Santander, Sp	ain	أشتقيك	First T	rip:	Yes:		No:	X
Dates: From: 7/4/14			To:		/4/14		Total No	of Day	S:	32
Partner Na	ame (Acadei	mic Institution):	Colegi	o Mig	juel de	Una	muno			
Address: Calle Cisneros 7				antan	der, Sp	ain				
Contact Person: Alfredo Miguel o				lo	Telep	hon	e No.:	(011) 0	034690	5-93297
Description	n of Institutio	on: College					-			
Includes:	Accredited Ins		Yes:	X	= No:		1			
	Transfer College Units		Yes:	X	No:		-			
	Orientation		Yes:	X	No:					
	Books/Supplie	S	Yes:	X	No:					
	Tutors		Yes:	X	No:		-			
	Weekend Stud	ly Activities	Yes:	X	No:		-			
	Food	ly Activities	Yes:	X			-			
					No:		-			
	Transportation		Yes:	X	No:	-	-			
Other:	Lodging	travel insurance, as well	Yes:	X	No:					
Does Not Includ		Excludes fees refundable da indicated on th fees, additiona	mage de ne itinera al fieldtrip	posit, p ry, pers os or ex	assport or sonal expe	visa nses equir	fees if appli any SOCC ed by the SC	cable, mea CD tuition DCCCD fa	als other or adminiculty and	than those histrative anything
(Examples: Loca	al Transportation	refundable da indicated on t	mage de ne itinera al fieldtrip These fe rate. T& r insuffic	posit, p ry, pers os or ex es are g E will ch	assport or sonal expe cursions r guarantee narge a \$3	visa nses equir d not 5 ret	fees if appli , any SOCC ed by the SO to change a urned check	cable, mea CD tuition OCCCD fa as a result fee on ea	als other or admini- culty and of fluctuation ach check	than those histrative anything ations in the returned
(Examples: Loca at home; Persor	al Transportation	refundable da indicated on tl fees, additiona not specified. \$/€ exchange by the bank fo	mage de ne itinera al fieldtrip These fe rate. T& r insuffic it card.	posit, p ry, pers os or ex es are g E will ch ient fun	assport or sonal expe cursions r guarantee narge a \$3 ds. T&E c	visa equir d not 5 ret harge	fees if appli , any SOCC ed by the SC to change a urned check es a 3% han	cable, mea CD tuition DCCCD fa as a result fee on ea dling fee f	als other or admini- culty and of fluctuation ach check	than those histrative anything ations in the returned
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Exhibit B Page 2 of 3

3. COL	JRSE(S) OI	FERED AT	PROGRAM	SITE	and the second				
Course No	.: Course	Title:					No. of Units		
SPAN 1	Elemer	Elementary Spanish							
SPAN 2	Elemer	Elementary Spanish							
SPAN 3	Interme	Intermediate Spanish							
SPAN 4	Interme	Intermediate Spanish							
SPAN 6	Interme	Intermediate Spanish Grammar & Composition							
SPAN 10	Interme	ediate Convers	sational Span	ish			3		
SPAN 20A	Civiliza	tion of Spain	Through 1898				3		
SPAN 20B			1898 to Prese	nt			3		
SPAN 9994	A Spanis	h Language L	ab				.25		
SPAN 999E	3 Spanis	h Language L	ab		A		.25		
4. STU	DENTS			1. A. A. A.	and the Real Property of				
Minimum nu	umber of stud	ents required to	o make prograi	m:			20		
	umber of units						8.25		
Maximum n	umber of unit	S:					11.25		
If this is a re	epeat program	n site, what is th	ne average nur	mber of units ta	aken per studer	nt?	8.25		
Other									
5. COS	TS			States and the second					
Student:									
Contracte	d cost per stu	dent: \$5,685 fc	or 25-29 (\$178)	(day) or \$5,595	5 for 30 or more	e (\$175/day)	\$ 5,995.00		
Average of	cost per day:						\$ 187.00		
College:	proximately \$13,0	ou per year for a s	tudent to reside in	South Orange Co	ounty and attend SC	JCCCD.)			
	I costs to the	District?	Yes:	No: X					
If Yes Exp		DISTINCT	Tes.	NO. A					
		struction is also	receiving salary	for courses at IN	VC and/or SC du	ring the same			
period of ti		Struction is also	receiving salary	TOT COULSES AL IN	ve anu/or se uu	ing the same	\$ N/A		
Other Cos							\$ 0		
The second	and the second se	TIES NOT P	ART OF TH	E COURSE	(S) (ATTAC	HMENTS)			
			ra curricular a						
	The second s				AL/ACTIVIT	TIES			
1	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday		
8 a.m.	includy	Tucouuy	Weatersday	maroday	induj	outurday	ounday		
9 a.m.	Language	Language	Language	Language	Language	Civilization,	Excursions		
10a.m.	Classes	Classes	Classes	Classes	Classes	Classes			
11a.m.	. Clacoco	Classee	Oldeded	Ciacece	Gidobee	Cideoco			
12 Noon					The second				
1 p.m.			and the second s			The second second			
2 p.m.	All a los Variation				and the second second				
3 p.m.				and the state of t					
4 p.m.									
5 p.m.									
6 p.m.	Civilization,	Civilization,	Civilization,	Civilization,	Civilization,				
7 p.m.	Culture & Art	Culture & Art	Culture & Art	Culture & Art	Culture & Art				
8 p.m.	Classes	Classes	Classes	Classes	Classes				
9 p.m.		and the second			A Superson				
10 p.m.				•	SL X				
	to weekly s	hedule: Or	otional extra c	urricular activ	vities during n	on-instructio	nal periods		
Exceptions to weekly schedule: Optional extra curricular activities during non-instructional periods 8. ATTACHMENTS									
1. U.S	5. Department	of State Burea	au of Consular	Affairs Country	y Specific Inform	mation			

Exhibit B Page 3 of 3

9. **REQUIRED SIGNATURES**

Lead Faculty Member

1/7/14 Date

avo Department Chair

1/7/14 Date

Division/School Dean

1-7-14 Date

Vice President, Instruction

Date

College President

Date

Exhibit C Page 1 of 7 Travel Contractor Agreement

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

EDUCATIONAL TOUR/FIELD STUDY TRAVEL CONTRACTOR AGREEMENT GENERAL TERMS AND CONDITIONS

Spanish Language Studies in Santander, Spain, Summer 2014

This Agreement is made this 27th day of January, 2014 between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California ("DISTRICT") and Travel and Education (T&E) ("TRAVEL CONTRACTOR") located at 111 S. Independence Mall, East #860, Philadelphia, PA 19106 and is for the limited purpose of providing travel arrangements for the Educational Tour/Field Study Trip described on the Exhibits to this Agreement labeled "SPECIFIC DETAILS."

IN CONSIDERATION of the covenants, promises, and agreements of the parties hereinafter contained, DISTRICT and TRAVEL CONTRACTOR hereby covenant, promise and agree as follows:

1. <u>INSTRUCTIONAL SERVICES</u> – District shall arrange for and provide all instructional services, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pre-trip student orientation, lectures (staff and guest), student supervision, instruction by Trip Instructor and evaluation for said Educational Tour/Field Study Trip.

2. <u>TRAVEL SERVICES</u> – TRAVEL CONTRACTOR shall arrange for and provide all transportation and lodging for the Educational Tour/Field Study Trip, the details of which TRAVEL CONTRACTOR shall specify on the Exhibit to this Agreement labeled "SPECIFIC DETAILS." Said Exhibit shall be prepared by TRAVEL CONTRACTOR and submitted to DISTRICT for written approval and acceptance by DISTRICT as part of this Agreement. In the event of a conflict between the terms and conditions of any of the SPECIFIC DETAILS set forth in such Exhibit and the terms and conditions set forth in this Agreement, the General Terms and Conditions set forth in this Agreement shall prevail.

3. <u>PROMOTIONAL MATERIAL</u> – TRAVEL CONTRACTOR may prepare and provide at its own expense additional promotional material, which material

Exhibit C Page 2 of 7 Travel Contractor Agreement

must have the written approval of the DISTRICT administrator responsible for the activity before publication and distribution to the participants of the Educational Tour/Field Study Trip. Such material shall prominently display the statement: "Instructional Activities provided by Saddleback College or Irvine Valley College." All travel arrangements are the responsibility of TRAVEL CONTRACTOR."

4. <u>PAYMENT BY TRIP PARTICIPANTS</u> – All payments by Educational Tour/Field Study Trip participants for travel services shall be made directly to TRAVEL CONTRACTOR. All checks drawn by Educational Tour/Field Study Trip participants shall be made to the order of TRAVEL CONTRACTOR'S firm name or to such other name as TRAVEL CONTRACTOR may direct in writing.

TRAVEL CONTRACTOR shall manage all charges collected from Educational Tour/Field Study Trip participants in accordance with applicable Federal and State laws and regulations and the requirements of this Agreement. Any and all funds received by TRAVEL CONTRACTOR shall be held in trust for the benefit of the Educational Tour/Field Study Trip. TRAVEL CONTRACTOR shall account in detail to the DISTRICT the total cost to each participant of each Educational Tour/Field Study Trip.

TRAVEL CONTRACTOR shall provide to District a detailed itemization of all costs and expenses for each Educational Tour/Field Study Trip. Trip costs and expenses shall include but are not limited to details regarding the extent of free transportation, per diem allowance, incidental support, any direct payment to or prerequisites intended by TRAVEL CONTRACTOR for Trip Instructor. Disclosure of these costs and expenses for each Educational Tour/Field Study Trip shall be labeled "SPECIFIC DETAILS." Cost figures so disclosed will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the quote and may be subject to change without amendment to this Agreement if the possibility of such changes has been disclosed in advance and in writing by TRAVEL CONTRACTOR to the DISTRICT and each participant in the Educational Tour/Field Study Trip. In the event an Educational Tour/Field Study Trip is for any reason cancelled prior to the time of its scheduled departure, TRAVEL CONTRACTOR shall refund in full within (10) ten days, any payments received from Educational Tour/Field Study Trip participants provided, however, that if any Educational Tour/Field Study Trip participants cancel after the date specified for final payment for participation in a particular Educational

Tour/Field Study Trip TRAVEL CONTRACTOR shall refund payments within (10) ten days to said Educational Tour/Field Study Trip participants minus any non-recoverable charges or expenses incurred by TRAVEL CONTRACTOR in connection with its provision of travel services for those participants.

RESTRICTION ON TRIP PARTICIPATION – All Educational Tour/Field 5. Study Trip participants shall be registered in the course related to the Educational Tour Field Study. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE TOUR PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN AN EDUCATIONAL TOUR/FIELD STUDY TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION." Prior to the departure of any Educational Tour/Field Study Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all Educational Tour/Field Study Trip participants, showing name, address, emergency contact and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Educational Tour/Field Study Trip.

6. <u>EDUCATIONAL TOUR/FIELD STUDY CORRESPONDENCE</u> -TRAVEL CONTRACTOR shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.

7. <u>INDEMNIFICATION</u> – TRAVEL CONTRACTOR shall protect, hold harmless, indemnify, and defend DISTRICT (including its trustees, officers and employees) from any and all liability as defined in this Paragraph. For purposes of this Agreement, liability means any and all claims, demands, losses, causes of action, suits, or judgments of any and every kind (including reasonable attorney's fees) that any person (including but not limited to Educational Tour/Field Study Trip participants or TRAVEL CONTRACTOR'S employees), or such person's heirs, executors, administrators or assigns may have against the DISTRICT, arising out of or in connection with TRAVEL CONTRACTOR'S activities under this Agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim including but not limited to claims based on TRAVEL CONTRACTOR'S failure or refusal to perform in accordance with this Agreement, that results from any cause other than the sole negligence of the DISTRICT.

LIQUIDATED DAMAGES. - TRAVEL CONTRACTOR acknowledges that 8. the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Educational Tour/Field Study Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Educational Tour/Field Study Trip set forth in SPECIFIC DETAILS or in promotional brochures provided by TRAVEL CONTRACTOR to Educational Tour/Field Study Trip participants, such breach may cause hardship to the Educational Tour/Field Study Trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Educational Tour/Field Study Trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained by Educational Tour/Field Study Trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount as liquidated damages and not as a penalty, provided, however, that the rights set forth in this Paragraph shall not preclude each Educational Tour/Field Study Trip participant from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this Paragraph.

9. <u>TRAVEL AGENTS</u> – All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association.

10. <u>TRIP CANCELLATION INSURANCE</u> – TRAVEL CONTRACTOR shall make available to each Educational Tour/Field Study Trip participant trip cancellation insurance that will insure trip participants of trip transportation in spite of accident or illness of any participant that prevents that participant from either commencing the trip or requires the participant's early return from the trip.

11. <u>GENERAL LIABILITY INSURANCE</u> – TRAVEL CONTRACTOR shall for the duration of each Educational Tour/Field Study Trip maintain a comprehensive worldwide, general liability policy or policies insuring TRAVEL CONTRACTOR'S activities under this Agreement against risk of loss due to: (a) bodily injury, death or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading of hired automobile, watercraft or aircraft in TRAVEL CONTRACTOR'S operations; (b) personal injury arising out of TRAVEL CONTRACTOR'S operations, and shall provide emergency medical services to participants while on the Educational Tour/Field Study Trip, and other general trip insurance benefits as specifically set forth in SPECIFIC DETAILS. If the Educational Tour/Field Study Trip is to travel to locations beyond the continent of the United States, such policy shall be endorsed to provide coverage for planes brought into the United States, for occurrences elsewhere.

<u>LIABILITY INSURANCE – CERTIFICATE OF INSURANCE</u> – TRAVEL CONTRACTOR shall provide the District's Office of Administrative and Business Services with a valid certificate of insurance for each Educational Tour/Field Study Trip naming the District as additional insured with a single limit of liability of a minimum of \$5,000,000 with evidence that the policy covers the world-wide exposures of each Educational Tour/Field Study Trip. The certificate shall be submitted with the executed AGREEMENT to the Office of the Deputy Chancellor at least (15) fifteen working days prior to commencement of the program.

12. <u>TRAVEL CONTRACTOR INFORMATION AND IDENTIFICATION</u> – TRAVEL CONTRACTOR shall at all times maintain on file with the DISTRICT an accurate information sheet listing name, address, telephone, facsimile, e-mail, person(s) responsible for assisting the Educational Tour/Field Study Trip.

13. <u>TERM</u> – This Agreement shall be effective on the date first noted above when signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated. TRAVEL CONTRACTOR may, upon written notice to DISTRICT, cancel any particular Educational Tour/Field Study Trip no later than 45 days prior to the departure of the Educational Tour/Field Study Trip (or fewer

Exhibit C Page 6 of 7 Travel Contractor Agreement

days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth SPECIFIC DETAILS) if the minimum number of participants specified in SPECIFIC DETAILS fails to sign up for Educational Tour/Field Study Trip. DISTRICT may, upon written notice to TRAVEL CONTRACTOR, cancel any particular Educational Tour/Field Study Trip or may terminate this Agreement in its entirety at any time if TRAVEL CONTRACTOR fails to satisfy any of the terms and conditions of this Agreement or DISTRICT may terminate this Agreement in its entirety in District's sole discretion upon 45 days prior to departure written notice to TRAVEL CONTRACTOR stating that DISTRICT so terminates (or fewer days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth in SPECIFIC DETAILS). The termination or expiration of this Agreement shall not relieve any party from any liability arising from breach of this Agreement.

14. NO ASSIGNMENT/TIME OF ESSENCE/HEIRS AND ASSIGNS – This Agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.

15. <u>NO MODIFICATION OF AGREEMENT</u> – This Agreement constitutes the full and complete understanding of the parties on the subject hereof, and supersedes all prior understandings or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No prior or contemporaneous agreements, representations or understandings between TRAVEL CONTRACTOR and any Trip Instructor for any Educational Tour/Field Study Trip that are not set forth herein shall be binding upon DISTRICT. No waiver, modification or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.

16. <u>NOTICE</u> – Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time

of personal delivery to the signatory of the appropriate party named below, or upon mailing by certified or registered mail three days after the date of such mailing.

17. <u>CONTROLLING LAW</u> – This Agreement is made in California and its terms and conditions shall be construed in accordance with the laws of the State of California, excluding the body of law applicable to conflicts of law. TRAVEL CONTRACTOR warrants and agrees that any suit brought by DISTRICT or any Educational Tour/Field Study Trip participant against TRAVEL CONTRACTOR based upon this Agreement may be brought in any California court of competent jurisdiction.

IN WITNESS WHEREOF, TRAVEL CONTRACTOR and DISTRICT have executed this Agreement to be effective on the day and year first written above.

TRAVEL CONTRACTOR		DISTRICT		
Travel and Education (T&E)		South Orange County Community College District		
Date:		Date:		
By:	Alfredo Miguel de Pablo	By:	Dr. Debra L. Fitzsimons	
Title:	President	<u>Title:</u>	Vice Chancellor, Business Services	
Address:	111 S. Independence, East #970	Address:	28000 Marguerite Parkway	
	Philadelphia, PA 19106		Mission Viejo, CA 92692	
Phone:	(866) 559-0235	Phone:	(949) 582-4664	

Exhibit D Page 1 of 5



TRAVEL & EDUCATION Effective: January 14, 2014

PROPOSAL 4 WEEK PROGRAM – SUMMER 2014 SADDLEBACK COLLEGE - SOCCCD

SPECIFIC TRIP DETAILS

SANTANDER

Dates: Departure from US: Arrive in Madrid: Transfer to Santander: Transfer to Madrid: Departure from Madrid:

Friday, July 4th, 2014 Saturday, July 5th, 2014 Sunday, July 6th, 2014 Sunday, August 3rd, 2014 Monday, August 4th, 2014

PROGRAM COMPONENTS INCLUDED IN THE STUDENT FEE:

- A transportation package consisting of international airfare (Santa Ana/John Wayne airport or LAX Madrid Santa Ana/John Wayne airport or LAX) with one stop and round-trip transfers overseas between the airport and the hotel in Madrid.
- 1 night in Madrid on arrival: hotel in Madrid (triple occupancy) with breakfast; Tapas tour
- Group transfers by private bus from Madrid to Santander.
- Welcome and Farewell Receptions.
- Accommodation in Santander in homestays (2 students per homestay sharing a double room).
- Three meals per day in homestays, 7 days per week, plus a weekly laundry service in the homestay (additional washes may be arranged with the homestay family for an extra cost).
- An orientation program in Santander consisting of an orientation meeting with a **T&E** representative, local area information.
- Spanish language classes to be held at the Colegio Miguel de Unamuno for five hours per day, Monday through Friday (100 hours of coursework).
- All of the necessary class materials (textbooks, photocopies and classroom handouts as well as complementary folder).
- Guided visits of Santander with entrance fees included
- Excursions to Santillana del Mar and Comillas, Valle del Pas and Bilbao and Picos de Europa. All excursions will include the services of an English-speaking tour guide, all entrance fees to museums and a luxury tour bus (Viajes Altamira).
- Various cultural activities in the visited cities, guitar and cooking classes once a week
- Group transfer at the end of the program from Santander to Madrid and overnight in Madrid (triple occupancy) with breakfast included.
- Access to the student computer lab located at the Colegio Miguel de Unamuno with free email, printing and internet facilities.
- \$50 non-refundable application fee.
- \$80 USD per student for expenses in Madrid (tapas)
- Medical insurance for up to \$1,000,000 Health Insurance Benefit per student.
 - Accident and Sickness Insurance Benefits
 - Emergency Medical Evacuation Benefit
 - Repatriation of Remains Benefit
 - Emergency Reunion Benefit
 - 24 hour International Emergency Assistance

- Local medical insurance coverage with includes coverage for accidents while traveling between locations and during scheduled activities.
- Travel insurance for each student includes trip cancellation and trip interruption.
- \$5,000,000 liability coverage with SOCCCD named as co-insured for the duration of the program.
- Phone card with 200 minutes for calls to the US for each student.
- Mobile phones provided for each student which includes a local Spanish cell number
- Accounting / billing services in the U.S.
- Pre-departure information services and a toll-free contact number in the U.S.
- Promotional materials including our full color comprehensive "T&E Acceptance and Orientation Packet".
- Advance planning services offered by our T&E office in Philadelphia and in Spain (including tutoring services)

FACULTY BENEFITS INCLUDED IN THE STUDENT FEE:

Faculty support services (target enrollment 20 students with 1 faculty member) as listed below:

- Roundtrip flights between Los Angeles and Madrid on the scheduled group flight.
- **T&E** can arrange air travel for faculty companions if they are traveling on the standard group flight. Since airfares change frequently, the cost cannot be determined until the ticket has been booked. Faculty will be billed for any companion tickets and they must be paid for in advance of planned travel. If, for any reason, a faculty member no longer requires an issued ticket, cancellation notification must reach **T&E** by **March 23th 2014**, and s/he will need to pay a \$200 cancellation fee. After this date, the ticket is non-refundable and faculty will be responsible for the entire cost. Faculty may charge tickets to a major credit card.
- T&E will provide the SOCCCD faculty member with housing in a single room in the hotel in Madrid (arrival night and 1 night prior to departure) and ONE bedroom apartment while in Santander.
- A pay-as-you-go mobile phone will be provided for accompanying faculty with courtesy credit of 100 €
- Full participation on all activities scheduled on the itinerary, on the same basis as the students, including transfers, entrances, sightseeing tours, etc.

Faculty benefits are paid in full for an enrollment of 20 paying students or more, or pro rata for a lower enrollment.

PROGRAM FEES

- \$5995 US Dollars per participant for an enrollment of 20 to 24 paying student participants with 1 faculty administrative visit.
- <u>\$5685</u> US Dollars per participant for an enrollment of **25 to 29 paying student** participants with 1 faculty administrative visit.
- <u>\$5595</u> US Dollars per participant for an enrollment of **30 or more paying student** participants with 1 faculty administrative visit.

Should SOCCCD wish to run this program with an enrollment below 20 paying student participants it would be necessary either to add a supplement to the fee above or to remove some components from the program. **T&E** would discuss these options with SOCCCD.

This fee includes airfare, but excludes fees and fuel surcharges which can range from \$500 to \$550, a \$125 refundable damage deposit, passport or visa fees if applicable, meals other than those indicated on the itinerary, personal expenses, any SOCCCD tuition or administrative fees, additional fieldtrips or excursions required by the SOCCCD faculty and anything not specified. These fees are guaranteed not to change as a result of fluctuations in the \$/€ exchange rate. T&E will charge a \$35 returned check fee on each check returned by the bank for insufficient funds. T&E charges a 3% handling fee for all payments made via credit card.

IMPORTANT NOTE: The group airfare rate can only be guaranteed for a minimum enrollment of 10 or more students taking this option. Participants can be offered the optional return dates of August 4th and 11th 2014 however at least 10 participants must have the same return date of July 28th, 2014 (program end date). There are a limited number on each date and confirmation is on a first come/first serve basis.

OPTIONAL COMPONENTS

• Single Supplement for homestay accommodation in Santander is \$200.

PROGRAM APPLICATION PROCEDURE AND BILLING

- T&E would require SOCCCD to collect application forms and \$450 non-refundable deposits plus airfare deposit of \$250 per student and to forward them to T&E Philadelphia office by March 21st, 2014. Penalties apply to changed program bookings after this date. Balance of airfare of \$1100 must be received by April 11th 2014. Full payment and confirmation of final numbers must be received by April 20th 2014. Please note that these are not postmark dates, but the dates by which funds must arrive in the T&E Philadelphia office.
- Students who have not paid the airfare balance of by the April 11th, 2014 will be enrolled in a land only program.
- T&E reserves the right to withdraw students who are not paid in full by the final payment deadline.
- T&E can accept applications after April 26th 2014, but cannot guarantee program costs after this date. Students applying after the application deadline date of April 26th, 2014 can only be accepted on a space-available basis.
- T&E accepts payment in the form of personal check or money order and VISA, MasterCard or Discover (3% handling fees apply for all charges paid by credit card).

AIRFARE CONDITIONS

- **T&E** will reserve spaces according to information on the student application form. Once airline tickets have been issued to students they can only be changed directly with the issuing agent once the student is abroad agent and airline-imposed penalties apply.
- T&E cannot arrange airline tickets for students applying after April 26th, 2014. T&E is financially committed to any confirmed airline seats from April 26th, 2014 and therefore

Exhibit D Page 4 of 5

an airfare review will take place prior to this date. **T&E** requests that SOCCCD provide an indication of how many students intend to participate on the program. However, should SOCCCD subsequently decide to offer the program but arrange their own student airfare then **T&E** must be notified before **March 22nd 2014** and will be able to provide a land only fee.

REFUND POLICY

Should an individual participant withdraw from the program they must do so in writing directly with **T&E** and the following policy will apply based on the date the withdrawal notice is received in our Philadelphia office.

WITHDRAWAL	He/she receives
On or before April 11 th , 2014	a refund of all fees paid less \$450 non-refundable application fee plus any additional non-refundable deposits paid by the student or by T&E on behalf of the student
After April 11 th , 2014 but before May 2 nd , 2014	a refund of all fees paid less \$450 non-refundable application fee and airfare of \$1350, plus an additional \$310 for processing and insurance as well as any additional non- refundable deposits paid by the student or by T&E on behalf of the student.
After May 2 nd , 2014	no refund

- Once the program has begun students withdrawing receive no refund unless T&E suspends the program.
- It is understood that SOCCCD will not cancel the program if the necessary minimum number of participants have not been enrolled by May 2nd, 2014.
- In the of the U.S. State Department issuing a travel warning which advises U.S. citizens not to travel to Spain, or if they are already in Spain, to leave it, T&E will:
 - If the lf the program has not started, either makes suitable alternative arrangements or cancel the program and refund all fees paid.
 - If the program has started, suspend the program and fly the student's home. If students are returned home they will receive a prorate rebate of fees paid to T&E for the proportion of the program not completed, less the \$100 processing fee, the \$210 insurance premium, the \$50 non-refundable application fee and any costs incurred flying the student home.
- Loyalty Clause: As part of the terms of this agreement, SOCCCD will not actively seek out
 or accept any offer of a direct relationship with any T&E represented academic institutions
 or affiliated organizations who supply the academic portion and/or other services as part
 of the T&E provided program for the next 3 years starting from the effective date of this
 contract.

ACCEPTANCE OF PROPOSAL

T&E require written acceptance of this proposal as soon as possible in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date

Exhibit D Page 5 of 5

below to confirm that the components listed in this proposal fulfill your program requirements. This will enable us to prepare your program materials accurately. Please sign and date below, and please fax this document in its entirety to Patrizia D'Adamo, **T&E** Director of US Operations in Philadelphia, fax number 215-238-0236.

PROPOSAL ACCEPTED BY _____ South Orange County Community College District (Saddleback College)

DATE_____

U.S. Department of State

Thursday, December 19, 2013

Travel Warnings are issued when long-term, protracted conditions that make a country dangerous or unstable lead the State Department to recommend that Americans avoid or consider the risk of travel to that country. A Travel Warning is also issued when the U.S. Government's ability to assist American citizens is constrained due to the closure of an embassy or consulate or because of a drawdown of its staff. The countries listed below meet those criteria.

Republic of South Sudan 12/17/2013 Libya 12/12/2013 Venezuela 11/22/2013 Iran 11/21/2013 Korea, Democratic People's Republic of 11/19/2013 Eritrea 11/18/2013 Central African Republic 11/14/2013 Congo, Democratic Republic of the 10/24/2013 Sudan 10/11/2013 Burundi 10/11/2013 Colombia 10/11/2013 Chad 10/10/2013 Lebanon 10/09/2013 Syria 10/07/2013 Tunisia 10/04/2013 Kenya 09/27/2013 Pakistan 09/06/2013 Iraq 09/05/2013 Algeria 08/23/2013 Afghanistan 08/23/2013 Haiti 08/13/2013 El Salvador 08/09/2013 Yemen 08/06/2013 Saudi Arabia 07/25/2013 Mali 07/18/2013 Niger 07/15/2013 Mexico 07/12/2013 Philippines 07/05/2013 Somalia 06/21/2013

Exhibit E Page 2 of 2

Israel, the West Bank and Gaza 06/19/2013 Honduras 06/17/2013 Nigeria 06/03/2013 Mauritania 05/21/2013 Cote d'Ivoire 05/16/2013

This site is managed by the Bureau of Consular Affairs, U.S. Department of State. External links to other Internet sites should not be construed as an endorsement of the views contained therein.

TO:	Board of Trustees
FROM:	Gary L. Poertner, Chancellor
RE:	Saddleback College: Community Education, Spring 2014 – Additional Class Offerings
ACTION:	Approval

BACKGROUND

The South Orange Community College District is known for offering high-quality, non-credit programs and fee-based classes. Saddleback College performs an important services and fulfills a vital part of their mission by offering these classes and programs through Community Education. The Community Education programs, presenters, and accompanying compensation require the approval of the Board of Trustees.

<u>STATUS</u>

A variety of educational and recreational events have been planned by Saddleback College Community Education to serve the community during Spring 2014. Expenses for conducting these classes will be paid by the income from participant fees. Following Board approval of the Spring 2014 Community Education course offerings at the November 25, 2013 meeting, the college planned some additional courses to include in their Spring 2014 program. Exhibit A lists the additional classes offerings, presenters, and compensation.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Community Education courses, presenters, and compensation.

EXHIBIT A 1 of 1

South Orange County Community College District SADDLEBACK COLLEGE COMMUNITY EDUCATION NON-CREDIT PROGRAM-Spring II 2014

CONINIONITT EDUCATION NON-CREDIT FROGRAM-Spring II 2014							
PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	A FEE		
Adult	Basic Mandarin Chinese	1/28 - 5/31	Ling Chou (E)	60% Net	\$165		
CFK	Capture The Flag Masters Of The Field	1/28 - 5/31	Academic Chess (I)	60% Net	\$90		
	Challenge Island: Shark Tooth Island	1/28 - 5/31	Future Builders With Bricks (I)	60% Net	\$90		
	Engineering With LEGO®: Crazy Contraptions	1/28 - 5/31	Brain Builders (I)	60% Net	\$90		
	Engineering With LEGO®: Robo Olympics	1/28 - 5/31	Brain Builders (I)	60% Net	\$90		
	Fit Kids: Dodgeball	1/28 - 5/31	Fit Kids (I)	60% Net	\$90		
	Fit Kids: Hip Hop	1/28 - 5/31	Fit Kids (I)	60% Net	\$90		
	Mako Milers	1/28 - 5/31	Barbara Stamen (E)	30% Net	\$90		
	Mandarin Immersion After-School Program	1/28 - 5/31	A Little Dynasty Chinese (I)	60% Net	\$504		
	OC Art Studios: Cool Comics And Cartoons	1/28 - 5/31	OC Art Studios (I)	60% Net	\$90		
	OC Art Studios: Fantastic Fantasy Art	1/28 - 5/31	OC Art Studios (I)	60% Net	\$90		
	Tennis	1/28 - 5/31	Orange County Com. Tennis Asso	60% Net	\$90		
	Volleyball	1/28 - 5/31	Tanya Bonetti (E)	30% Net	\$90		

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** Saddleback College: Transfer Degrees for the 2013-14 Academic Year
- ACTION: Approval

BACKGROUND

Saddleback College's Curriculum Committee and Academic Senate have reviewed and approved the Transfer degree for the 2013-14 academic year.

<u>STATUS</u>

Saddleback College proposes a Political Science transfer degree and an Anthropology transfer degree. Exhibit A includes two new transfer degrees that is recommended by the Curriculum Committee and the Academic Senate of Saddleback College for the 2013-14 Academic Year.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed changes in curriculum to new Transfer degrees as listed in Exhibit A.

Transfer Model Curriculum (TMC) Template for Anthropology CCC Major or Area of Emphasis: Anthropology TOP Code: 220200 CSU Major(s): Anthropology Total Units: 18-20 (all units are semester units)

In the four columns to the right under the **College Program Requirements**, enter the college's course identifier, title and the number of units comparable to the course indicated for the TMC. If the course may be double-counted with either CSU-GE or IGETC, enter the GE Area to which the course is articulated. To review the GE Areas and associated unit requirements, please go to Chancellor's Office Academic Affairs page, RESOURCE section located at:

http://extranet.cccco.edu/Divisions/AcademicAffairs/CurriculumandInstructionUnit/TransferModelCurriculum.aspx

or the ASSIST website:

http://web1.assist.org/web-assist/help/help-csu_ge.html.

The units indicated in the template are the **minimum** semester units required for the prescribed course or list. All courses must be CSU transferable. Since all courses in the **REQUIRED CORE** have a **C-ID Descriptor**, the courses must have been submitted to C-ID prior to completing the Associate Degree for Transfer (ADT) proposal for Chancellor's Office approval.

Where no **C-ID Descriptor** is indicated, discipline faculty should compare their existing course to the example course(s) provided in the TMC at:

http://www.c-id.net/degreereview.html

and attach the appropriate ASSIST documentation as follows:

- Articulation Agreement by Major (AAM) demonstrating lower division preparation in the major at a CSU;
- CSU Baccalaureate Level Course List by Department (BCT) for the transfer courses; and/or,
- CSU GE Certification Course List by Area (GECC).

The acronyms **AAM**, **BCT**, and **GECC** will appear in **C-ID Descriptor** column directly next to the course to indicate which report will need to be attached to the proposal to support the course's inclusion in the transfer degree. To access ASSIST, please go to <u>http://www.assist.org</u>.

	Arts in Anthro ege Name: Sa		Fransfer Degree ollege		
TRANSFER MODEL CURRICULU	М (ТМС)	со	LLEGE PROGRAM REQUI	REMENT	S
Course Title (units)	C-ID Descriptor	Course ID	Course Title	Units	CSU GE/ IGETC Area
REQUIRED CORE: (9 units)					an the second
Introduction to Cultural Anthropology (3)	ANTH 120	ANTH 2	Cultural Anthropology	3	D1
Introduction to Biological Anthropology (3)	ANTH 110	ANTH 1	Biological Anthropology	3	B2
Introduction to Archaeology (3)	ANTH 150	ANTH 9	Introduction to Archaeology	3	D1
LIST A: Select one (3 units)					State State
Any course articulated as lower division preparation for the Anthropology major at a CSU. See example courses on TMC.	AAM	ANTH 3 ANTH 13	Culture and Language Magic, Witchcraft and Religion	33	D1 D1
LIST B: Select one to two (3-5 units)		the second			
Any course from LIST A not already used.	· 通行 · 经已经 · · · · ·	The Andrews			
1. Science Methods Introduction to Research Methods in Psychology (3)	PSY 200				
OR Introduction to Research Methods in Psychology (with Laboratory) (4) OR	PSY 205B				

Introduction to Desserab Methods (2)			E	chibit A	• Pg. 2 of 3
Introduction to Research Methods (3) Philosophy of Science (3)	SOCI 120 GECC				
2. Sciences	GECC			4	
Human Anatomy (with Laboratory) (4)	BIOL 110B	BIO 11	Human Anatomy	-	B2
Physical Geology (3)	GEOL 100			4	02
AND Physical Geology Laboratory (1) OR	GEOL 100L				
Physical Geology (with Laboratory) (4)	GEOL 101	GEOL 1	Introduction to Physical Geology		B1
Earth Science (3) AND	GEOL 120			4	
Earth Science Laboratory (1) OR	GEOL 120L				
Earth Science (with Laboratory) (4)	GEOL 121	GEOL 20	Introduction to Earth Science		B1
Environmental Geology (3) AND	GEOL 130			4	
Environmental Geology Laboratory (1) OR	GEOL 130L				
Environmental Geology (with Laboratory) (4)	GEOL 131	GEOL 23	Environmental Geology		B1
Introduction to Geographic Information Systems and Techniques (with Laboratory) (2)	GEOG 155				
LIST C: Select one (3 units)					
Any course from LIST A or B not already used.					
Any CSU transferable Anthropology course	BCT	ANTH 1L	Biological Anthropology	1	B2
		ANTH 4	Native American Indian Cultures	3	D3
		ANTH 5	Anthropology of Latin America: Culture, Identity, and Power	3	D1
		ANTH 6	Global Issues in Anthropological	3	D1
		ANTH 7	Perspectives Indians in Southern California	3	D3
		ANTH 8	World Prehistory	3	D1
		ANTH 10 ANTH 13	Celtic Cultures Magic, Witchcraft, and	3 3	D1 D1
		ANTH 14	Religion Introduction to Visual · Culture	3	D1
		ANTH 15 ANTH 16	The World of Primates Archaeological Field	3 1	B2
		ANTH 17	Methods The Biological Evolution of	3	
		ANTH 21	Human Nature Women, Gender, and	3	D4
		ANTH 100	Culture: Cross-Cultural Perspectives	~	
			Forensic Anthropology	3	
Any non-Anthropology course from the numanities or social sciences on cultural diversity. See example courses on TMC.	GECC	ES 3	Introduction to Chicana/o and Latina/o Cultures	3	D3
Total Units for the Major:	18-20	CARE STATE AND A STATE	Total Units for the Major:	19	

Total Units that may be double-counted (Ensure that the total for each Area does not exceed the limit for the specific Area)	9-12
General Education (CSU GE or IGETC) Units	37-39
Elective (CSU Transferable) Units	11-17
Total Degree Units (maximum)	60

Exhibit A - Pg. 3 of 3

In the four columns to the right under the **College Program Requirements**, enter the college's course identifier, title and the number of units comparable to the course indicated for the TMC. If the course may be double-counted with either CSU-GE or IGETC, enter the GE Area to which the course is articulated. To review the GE Areas and associated unit requirements, please go to Chancellor's Office Academic Affairs page, RESOURCE section located at:

http://extranet.cccco.edu/Divisions/AcademicAffairs/CurriculumandInstructionUnit/TransferModelCurriculum.aspx

or the ASSIST website: http://web1.assist.org/web-assist/help/help-csu_ge.html.

The units indicated in the template are the **minimum** semester units required for the prescribed course or list. All courses must be CSU transferable. At a minimum, where there is an indicated **C-ID Descriptor** in the **REQUIRED CORE and LIST A**, the course must have been submitted to C-ID prior to completing the Associate Degree for Transfer (ADT) proposal for Chancellor's Office approval.

Where no **C-ID Descriptor** is indicated, discipline faculty should compare their existing course to the example course(s) provided in the TMC at: <u>http://www.c-id.net/degreereview.html_</u>and attach the appropriate ASSIST documentation as follows:

- Articulation Agreement by Major (AAM) demonstrating lower division preparation in the major at a CSU;
- CSU Baccalaureate Level Course List by Department (BCT) for the transfer courses; and/or,
- CSU GE Certification Course List by Area (GECC).

The acronyms **AAM**, **BCT**, and **GECC** will appear in **C-ID Descriptor** column directly next to the course to indicate which report will need to be attached to the proposal to support the course's inclusion in the transfer degree. To access ASSIST, please go to <u>http://www.assist.org</u>.

TRANSFER MODEL CURRICULU	M (TMC)	со	LLEGE PROGRAM REQUI	REMENT	S
Course Title (units) C-ID Descriptor		Course ID	Course Title	Units	CSU GE IGETC Area
REQUIRED CORE: (3 units)		1 Charleston and		CANNER SHE	ALC: NO.
Introduction to American Government and Politics (3)	POLS 110	PS 1	American Government	3	D8
LIST A: Select three (9 units)				in the second	
Introduction to Political Theory and Thought (3)	POLS 120	PS 10	Introduction To Political Theory	3	D8
Introduction to Comparative Government and Politics (3)	POLS 130	PS 12	Comparative Politics and Government	3	D8
Introduction to International Relations (3)	POLS 140	PS 14	International Relations	3	D8
Introduction to Political Science (3)	POLS 150				
Introduction to Political Science Research Methods (3) OR	POLS 160				
Introduction to Statistics (3) OR	MATH 110	MATH 10	Introduction To Statistics	3	B4
Introduction to Statistics in Sociology (3)	SOCI 125				
LIST B: Select two (6 units)		and the second	· · · · · · · · · · · · · · · · · · ·	a ana ana ana an	ily states a second
Any course from LIST A not already used.		a the the states			
Any CSU transferable Political Science course.	BCT				

Any course articulated as lower division	AAM	ECON 2	Principles (Macro)	3	D2
preparation for the Political Science major at a CSU.		ECON 4	Principles (Micro)	3	D2
Any CSU transferable introductory courses in the social sciences (i.e., articulated as	GECC	ES 1	Multicultural Experiences In The United States	3	D3
fulfilling CSU GE Area D or IGETC Area 4).		ES 2	Multicultural Identities In The United States	3	D3
		ES 3	Introduction To Chicana/o and Latina/o Cultures	3	D3
		HIST 75	Introduction To The Contemporary Middle East	3	D7
		HIST 80	Introduction To Contemporary Africa	3	D7
		HIST 81	African American History	3	D3
		SOC 1	Introduction to Sociology	3	D0
		WS 10	Introduction to Women's Studies	3	D4
		ANTH 2	Cultural Anthropology	3	D1
Total Units for the Major:	18	То	otal Units for the Major:	18	W. Berne
			I Units that may be double-co t the total for each Area does not exc limit for the specifi	eed the	12
		General Education (CSU GE or IGETC) Units Elective (CSU Transferable) Units			37-39
					15-17
			Total Degree Units (maxi	mum)	60

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2

ITEM: 5.6 DATE: 1/27/14

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- RE: Saddleback College: Cosmetology and Cosmetician Instruction Agreement - Amendment No. 2 to Hair California Beauty College Agreement
- **ACTION:** Approval

BACKGROUND

California Education Code and Title 5 of the Administrative Code provide that the Board of Trustees may contract with a private post-secondary school to deliver vocational education instruction. For the past thirty years, the District has contracted with local beauty colleges to provide instruction in the Saddleback College Cosmetology and Cosmetician Programs. On January 20, 2011, the Board of Trustees approved an agreement with Hair California Beauty College of Orange, CA to June 30, 2012, with options to renew for three additional one year terms for Cosmetology and Cosmetician instruction at Saddleback College.

On January 22, 2013, the Board of Trustees approved Amendment No. 1 to the original agreement, which extended the contract one additional year to June 30, 2013.

<u>STATUS</u>

Saddleback College requests the District renew the Cosmetology and Cosmetician contracts for a second year of the three-year option to renew.

Money is available in the College's General Fund budget to address the annual total cost for both contracts estimated at \$223,300.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Saddleback College Cosmetology and Cosmetician Amendment No. 2 to the agreements (Exhibit A and B) with Hair California Beauty College to renew the term for one year for the period, July 1, 2013 to June 30, 2014.

AMENDMENT NO. 2 TO VOCATIONAL COSMETOLOGY EDUCATION CONTRACT FOR SADDLEBACK COLLEGE

January 27, 2014

THIS AMENDMENT shall modify the original agreement executed January 21, 2011, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT" and Hair California Beauty College located at 1110 North Tustin, Orange, CA 92867, hereinafter referred to as "CONTRACTOR."

WHEREAS, Article 21 of the original contract establishes that, after the original expiration date, there shall be an option for renewal, under the same terms and conditions, for three additional one-year periods; and

WHEREAS, SADDLEBACK COLLEGE has requested that the DISTRICT renew the agreement for one additional year; and

WHEREAS, CONTRACTOR is able and willing to extend the term of the agreement for one year;

NOW, THEREFORE, the parties agree to modify the original contract as follows:

1. Article 21 shall read:

The term of this agreement is hereby extended from July 1, 2013, to June 30, 2014, under the same terms and conditions as Amendment No. 1 to the original agreement.

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

"DISTRICT" South Orange County Community College District

"CONTRACTOR" Hair California Beauty College

By:____

Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services By:__

Contractor's Signature

Printed Name

Title

Date:_____

Date:_____

AMENDMENT NO. 2 TO VOCATIONAL COSMETICIAN EDUCATION CONTRACT FOR SADDLEBACK COLLEGE

January 27, 2014

THIS AMENDMENT shall modify the original agreement executed January 21, 2011, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT" and Hair California Beauty College located at 1110 North Tustin, Orange, CA 92867, hereinafter referred to as "CONTRACTOR."

WHEREAS, Article 21 of the original contract establishes that, after the original expiration date, there shall be an option for renewal, under the same terms and conditions, for three additional one-year periods; and

WHEREAS, SADDLEBACK COLLEGE has requested that the DISTRICT renew the agreement for one additional year; and

WHEREAS, CONTRACTOR is able and willing to extend the term of the agreement for one year;

NOW, THEREFORE, the parties agree to modify the original contract as follows:

1. Article 21 shall read:

The term of this agreement is hereby extended from July 1, 2013, to June 30, 2014, under the same terms and conditions as Amendment No. 1 to the original agreement.

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

"DISTRICT" South Orange County Community College District "CONTRACTOR" Hair California Beauty College

By:_____

By:_____

Contractor's Signature

Printed Name

Title

Date:_____

Dr. Debra L. Fitzsimons.

Vice Chancellor, Business Services

Date:_____

ITEM: 5.7 DATE: 1/27/14

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- RE: Saddleback College: Cosmetology and Cosmetician Instruction Agreement - Amendment No. 4 to Lake Forest Beauty College Agreement
- **ACTION:** Approval

BACKGROUND

California Education Code and Title 5 of the Administrative Code provide that the Board of Trustees may contract with a private post secondary school to deliver vocational education instruction. For the past thirty years, the District has contracted with local beauty colleges to provide instruction in the Saddleback College Cosmetology and Cosmetician Programs. On August 31, 2009, the Board of Trustees approved a two (2) year agreement with options to renew for three additional one year terms for Cosmetology and Cosmetician instruction with Lake Forest Beauty College of Laguna Hills. Amendment No. 1 approved a name change from Lake Forest Beauty College to Athena College of Beauty and Amendment No. 2 approved a name change from Athena College of Beauty to Advance Beauty College.

On January 22, 2013, the Board of Trustees approved Amendment No. 3 to the original agreement, which extended the contract one additional year to June 30, 2013.

<u>STATUS</u>

Saddleback College requests the District renew the Cosmetology and Cosmetician contracts for a third year of the three-year option to renew.

Money is available in the College's General Fund budget to address the annual total cost for both contracts estimated at \$223,300.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Saddleback College Cosmetology and Cosmetician Amendment No. 4 to the agreements (Exhibit A and B) with Advance Beauty College to renew the term for one year for the period, July 1, 2013 to June 30, 2014.

AMENDMENT NO. 4 TO VOCATIONAL COSMETOLOGY EDUCATION CONTRACT FOR SADDLEBACK COLLEGE

January 27, 2014

THIS AMENDMENT shall modify the original agreement executed September 14, 2009, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT" and Forest Lake Education Mgmt. LLC dba Lake Forest Beauty College located at 23565 Moulton Parkway, Suite A&B, Laguna Hills, CA 92653, hereinafter referred to as "CONTRACTOR."

WHEREAS, Amendment No. 1 of the original agreement approved a name change from Forest Lake Education Mgmt. LLC dba Lake Forest Beauty College to Athena College of beaury; and

WHEREAS, Amendment No 2 of the original agreement approved a name change from Athena College of Beauty to Advance Beauty College; and

WHEREAS, Article 21 of the original contract establishes that, after the original expiration date, there shall be an option for renewal, under the same terms and conditions, for three additional one-year periods; and

WHEREAS, SADDLEBACK COLLEGE has requested that the DISTRICT renew the agreement for a third additional year of the three year option; and

WHEREAS, CONTRACTOR is able and willing to extend the term of the agreement for one year;

NOW, THEREFORE, the parties agree to modify the original contract as follows:

1. Article 21 shall read:

The term of this agreement is hereby extended from July 1, 2013, to June 30, 2014, under the same terms and conditions as Amendment No. 3 to the original agreement.

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

"DISTRICT" South Orange County Community College District

By: _____

Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services "CONTRACTOR" Advance Beauty College

By: _____

Contractor's Signature

Printed Name, Title

Date: _____

Date: _____

AMENDMENT NO. 4 TO VOCATIONAL COSMETICIAN EDUCATION CONTRACT FOR SADDLEBACK COLLEGE

January 27, 2014

THIS AMENDMENT shall modify the original agreement executed September 14, 2009, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT" and Forest Lake Education Mgmt. LLC dba Lake Forest Beauty College located at 23565 Moulton Parkway, Suite A&B, Laguna Hills, CA 92653, hereinafter referred to as "CONTRACTOR."

WHEREAS, Amendment No. 1 of the original agreement approved a name change from Forest Lake Education Mgmt. LLC dba Lake Forest Beauty College to Athena College of beaury; and

WHEREAS, Amendment No 2 of the original agreement approved a name change from Athena College of Beauty to Advance Beauty College; and

WHEREAS, Article 21 of the original contract establishes that, after the original expiration date, there shall be an option for renewal, under the same terms and conditions, for three additional one-year periods; and

WHEREAS, SADDLEBACK COLLEGE has requested that the DISTRICT renew the agreement for a second additional year of the three year option; and

WHEREAS, CONTRACTOR is able and willing to extend the term of the agreement for one year;

NOW, THEREFORE, the parties agree to modify the original contract as follows:

1. Article 21 shall read:

The term of this agreement is hereby extended from July 1, 2013, to June 30, 2014, under the same terms and conditions as Amendment No. 3 to the original agreement.

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

"DISTRICT" South Orange County Community College District

By: _____

Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services "CONTRACTOR" Advance Beauty College

By: _____

Contractor's Signature

Printed Name, Title

Date: _____

Date: _____

ACTION:	Approval
RE:	Irvine Valley College: Forensics Team Out-of-State Travel – Flagstaff, Arizona
FROM:	Gary L. Poertner, Chancellor
то:	Board of Trustees

BACKGROUND

Forensics students, through their participation in the speech and debate team, have brought considerable honor to the college, the district, and the community. The Irvine Valley College (IVC) Forensics Team has competed in a number of speech tournaments throughout the state and country over the years.

IVC has participated in a number of speech tournaments during the fall semester of 2013. During this time, the debate team of Aditya Sharma and Kamiran Dadah has been in four final rounds. Their excellence has placed them as 24th in the nation among all two and four year debate teams (top community college team as of 12/10/13).

<u>STATUS</u>

Students Sharma and Dadah have qualified for the National Parliamentary Tournament of Excellence. This tournament, scheduled March 14-18, 2014, at Northern Arizona University in Flagstaff, Arizona, consists of the top qualifying debate teams in the nation and will incur entry/judging fees, lodging, transportation, and meals for the students and coaches on the trip. The maximum cost estimates of the tournament will be \$1,300.00, as set forth in Exhibit A. Funding will be through fund raising and/or the Forensics Foundation account. The impact to the general fund consists of the use of a college van and fuel costs.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the travel of the Irvine Valley College Forensics students and their coaches in the 2014 National Parliamentary Tournament of Excellence at a total estimated maximum budget not to exceed \$1,300.00.

Expenses for debate team traveling to National Parliamentary Tournament of Excellence 2014 Out of state travel - Northern Arizona University

March 14-18, 2014 2 students, 1 coach

Lodging	\$650 \$250	
Meals	\$250	
Entry/judging fees	\$450	
Transportation	\$0	(school van, provided by the college)
Total	\$1,300	

Sources of funds

Fund raising/foundation account

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

- **RE:** Irvine Valley College: Grant Acceptance, Orange County United Way Volunteer Income Tax Assistance (VITA)
- **ACTION**: Approval

BACKGROUND

Irvine Valley College (IVC) has received a grant from the Orange County United Way in order to fund two internships in the Volunteer Income Tax Assistance Program (VITA). The internships will allow students to gain experience managing free tax preparation events while working with partner agency staff, VITA volunteer tax preparers and taxpayers during the tax season.

<u>STATUS</u>

IVC is pleased to facilitate real-world experience for skilled students while also assisting elderly, disabled, low-income, and limited English speaking clients with income tax preparation for the 2014 tax season. As depicted in Exhibit A, the funded grant award in the amount of \$2,400 is available for project expenses incurred from Nov. 1, 2013 through June 15, 2014.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept this grant award of \$2,400 from Orange County United Way for two Volunteer Income Tax Assistance internships.

EXHIBIT A

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: VITA Internship Program
- 2. PROJECT DIRECTOR: Don Bradshaw
- 3. PROJECT ADMINISTRATOR: David Gatewood
- 4. GRANTOR AGENCY: Orange County United Way
- 5. FUNDING SOURCE: Orange County United Way
- STARTING AND ENDING DATES OF THE PROJECT: November 1, 2013 June 15, 2014

7. EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):

Irvine Valley College will provide paid internship opportunities for two (2) students for the 2014 tax season. Students will serve as interns for the Volunteer Income Tax Assistance (VITA) at designated Orange County United Way (OCUW) partner sites throughout Orange County. Students will gain experience managing free tax preparation events while working with partner agency staff, VITA volunteer tax preparers, and taxpayers during the tax season. Students will receive guidance and assistance as needed by OCUW and OCUW partner agency staff during the tax season.

8. SUMMARY BUDGET

Grant	In Kind	Indirect	Project
Award	Matching	Costs	Total
\$2,400.00	\$	\$	\$2,400.00

9. APPROVALS on/School Dean

President

Vice President of Instruction/Students

Vice Chancellor, Technology & Lrng Serv

Chancellor

TO:	Board of Trustees
FROM:	Gary L. Poertner, Chancellor
RE:	Irvine Valley College: Grant Acceptance, Career Development Work- Based Learning Linkages to Professional Organizations, Year Six
	Approval

BACKGROUND

This statewide leadership grant offered by California Community Colleges Chancellor's Office (CCCCO) is for a fifth year of funding. Known as "Career Development Work-Based Learning Linkages to Professional Organizations," this grant requires a college-based home where the host understands the value of serving a statewide need for developing relationships between national, state, and regional professional associations and career technical education faculty, students, and programs. Intended outcomes include increased engagement of association members in developing academic programs, internships, and placement opportunities for community colleges. Irvine Valley College was offered this grant because of its growing reputation in providing career technical education leadership in Southern California, and specifically the Orange County/Los Angeles region.

<u>STATUS</u>

We are currently hosting this grant in its fifth year of funding and will continue with the fiduciary responsibilities by serving as fiscal agent in this sixth year project. Irvine Valley College has completed the necessary paperwork required by the CCCCO. The Grant Application Abstract is presented in Exhibit A. The multi-year granting period is from February 1, 2014 through June 30, 2015.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept this sixth year award of \$200,000.00 from the CCCCO for the "Career Development Work-Based Learning Linkages to Professional Organizations" grant, RFA No. 13-034-001.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT UNIT APPLYING: IRVINE VALLEY COLLEGE

GRANT APPLICATION ABSTRACT

- 1. PROJECT TITLE: Career Development Work-Based Learning Linkages to Professional Organizations (Funding Year 6)
- 2. PROJECT DIRECTOR: Susan Coleman (Principal) & Barb Blanchard (Associate)
- 3. PROJECT ADMINISTRATOR: Barb Blanchard
- 4. GRANTOR AGENCY: State Chancellor's Office
- 5. FUNDING SOURCE: SB70
- 6. STARTING AND ENDING DATES OF THE PROJECT: February 1, 2014 June 30, 2015

7. EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):

Professional Associations are an untapped resource for Career Technical Education students and faculty statewide for connecting with business and industry related to work-based learning experiences, scholarships, and ultimately student employment.

Grant objectives:

- Create a professional association resources database
- Develop opportunities for faculty, counselors, career professionals, and students to increase industry knowledge and experience through professional associations
- Implement CACareerCafe.com website's work-based learning activities, tools, and resources supporting educational, career, and personal development goals
- Continue to establish and train a network of intermediaries in each region of the State to deliver career development and work-based learning activities, tools, and resources to community colleges
- Work alongside CCCCO to integrate career modules into CA Career Cafe

8. SUMMARY BUDGET

Grant	In Kind
Award	Matchin

\$192,308.00

Matching

Indirect Costs Project Total

\$7,692.00

\$200,000.00

9. APPROVALS

charil

Division/School Dean

Vice President of Instruction

Vice Chancellor, Technology & Lrng Serv

President

Chancellor

EXPENDITURES SUMMARY

Page 2 of 2 The Expenditures Summary should follow the standard expenditure categories as used in the operating budget.

	GRANT (Amount)	MATCHING* (In-Kind/Actual)	SOURCE OF MATCH (Partnership/College/Vendor)
1000 Certificated Salaries	\$	\$	
2000 Classified Salaries	\$ <u>30,000.00</u>	\$	
3000 Benefits	\$ <u> 6,000.00</u>	\$	
4000 Supplies	\$	\$	
5000 Contracted Services and Other Expenses	\$156,308.00	\$	
6000 Capital Outlay	\$	\$	
7000 Other Charges (e.g.: Indirect Costs)	\$7,692.00	\$	
TOTALS	\$ <u>200,000.00</u>	\$	

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

PROJECT PERSONNEL (reflects the Expenditure Detail above)

	Positions		<u>Full-Time</u>	Part-Time	New	Existing
1.	Student Help	p/Work Study	[]	[]	[]	[]
2.	Administrate	or	[]	[]	[]	[]
3.	Classified M	lanager	[]	[]	[]	[]
Pari	tnership Nam	e/Location	PARTNERSHI	PS (if applicable)		
	•Retail •Hospitality	•Health Care	Real Estate Public Manufacturing	•Public: Cit •Charitable	•	Municipalities •Financial
Part	nership Nam	e/Location				
	•Retail •Hospitality	TechnologyHealth Care	 Real Estate Public Manufacturing 	•Public: Cit •Charitable	•	Municipalities •Financial

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College and Irvine Valley College: Speakers

ACTION: Approval

BACKGROUND

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

<u>STATUS</u>

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

RECOMMENDATION

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

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

Presentation Date	Faculty Member Course Title/Activity	Speaker Name	Торіс	General Fund Honorarium/Travel
1/27/14 7:00- 9:00pm SSC 212	Claire Cesareo	Dr. Dominic Bryan	The Problem With Guns: Transforming Conflict in Ireland and Beyond	\$500 honorarium from the ASG Anthropology and Ethnic Studies Speaker Series account.
2/7/14 9:30- 11:20am Laguna Woods Village Auditorium Clubhouse 3	Collette Chattopadhyay	Professor Andrea Deerheart	Eli's Ride: A Mythic Symposium	\$100.00
4/18/14 9:30- 11:20am Laguna Woods Village Auditorium Clubhouse 3	Collette Chattopadhyay	Dr. Emily Quinlan	Constitutional Law In Everyday Life	\$100.00
2/11/14 9:00-2:00pm BGS 135, 144, 146, 148	Barbara Tamialis	Norman Jones	Tools for Teacher – Using drumming to support learning	Honorarium of \$2000 provided by Perkins V funding

2/11/14 9:00-2:00pm BGS 135, 144, 146, 148	Barbara Tamialis	Ashli Christoval	Making and Using Instruments with Children	Honorarium of \$500 paid with ASG funds
2/11/14 9:00-2:00pm BGS 135, 144, 146, 148	Barbara Tamialis	Mandi Stiles	Singing with Children	Honorarium of \$500 paid with ASG funds

IRVINE VALLEY COLLEGE

Presentation Date	Faculty Member Course Title/Activity	Speaker Name	Торіс	General Fund Honorarium/Travel
2/4/14 7:00pm PAC Auditorium	Roopa Mathur, DALS Speaker	Deborah Layton	Seductive Poison, a Jonestown Survivor	\$1,500
2/13/14 7:00pm BSTIC 120	Antonia Castro-Graham, SRM 190	Christy Kindig	MultiFamily Recycling and Working with your Hauler	\$100
2/20/14 7:00pm BSTIC 120	Antonia Castro-Graham, SRM 190	Denise Matson	Environmental Programs in the City of Mission Viejo	\$100
2/27/14 7:00pm PAC Auditorium	Roopa Mathur, DALS Speaker	Berta Rojas	How to Remain Active as a Classical Guitarist	\$1,500

TO: Board of Trustees

- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: Trustees' Requests for Attending Conferences

ACTION: Approval

BACKGROUND

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

<u>STATUS</u>

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.

Item Submitted By: Gary L. Poertner, Chancellor

TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

EVENT/LOCATION	DATE(s)*	ESTIMATED COST** (per person)	TRUSTEE REQUESTED ITEM:	TRUSTEE(S) ATTENDING
Federal Briefing Washington, D.C	2/26-2/28 (2)	\$1,200	none	Tim Jemal

The figure in parentheses is the estimated number of nights lodging
 The amount listed includes estimated airfare, lodging, meals, and other expenditures

TO:	Board of Trustees
FROM:	Gary L. Poertner, Chancellor
RE:	SOCCCD: Student Out-of-State Travel to Federal Briefing at the U.S. Capitol
ACTION:	Approval

BACKGROUND

Over the past several months, the District Director of Public Affairs and Government Relations and the Vice Chancellor of Technology and Learning Services have facilitated meetings with state and federal legislators and agencies to build awareness of the innovative student success tools that have been developed at SOCCCD, including MAP, Sherpa, predictive analytics and the student success dashboard. The goals are to: 1) promote the tools developed and successfully in use at SOCCCD for student success and college completion; 2) obtain funding to further develop the tools and offset our district's financial contributions; 3) share these tools with others in the state or nation to support student success and college completion agenda; and 4) promote the innovative work of our district and colleges.

<u>STATUS</u>

A briefing luncheon is scheduled in the U.S. Capitol on Thursday, February 27, 2014, from 12:00-2:00pm. In accordance with Board Policy 6125 and Title 5, California Code of Regulations, Sections 55220, 55451, and 58166, a Saddleback College student has been asked to participate in this briefing as part of the district constituency that will be attending, which will require out-of-state travel. The student voice is important in state and federal advocacy efforts. This student has been an active member of the design team and will also speak to his experience using the technology tools for student success and completion. All costs for transportation, food, lodging, and incidentals will be paid out of the District Services Public Affairs department budget, as set forth in Exhibit A, the Summary and Itinerary.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the student out-ofstate travel as detailed in Exhibit A.

Item Submitted By: Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services

Summary and Itinerary

ACTIVITY:	Federal Briefing – Technology Tools for Student Success
WHEN:	Thursday, February 27, 2014
WHERE:	U.S. Capitol – Washington, D.C.

Travel Specifics:

Wednesday, February 26, 2014	Fly to Washington, D.C. – Travel Day
Thursday, February 27, 2014 12:00 – 2:00p.m.	 Federal Briefing Luncheon Paving the Path to Completion: How South Orange County Community College District's suite of technology tools is helping students succeed Student will discuss his involvement on the design team and his experience and success using the technology tools
Friday, February 28, 2014	Fly to Orange County – Travel Day

Maximum student participants: 1

Funding Source:

The costs of the student's transportation, food, lodging, and incidentals will be paid out of the District Services Public Affairs department budget.

Estimated Cost: \$1,100 (includes flight, hotel, food and incidentals) SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.14 DATE: 1/27/14

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

- RE: SOCCCD: Budget Amendment: Adopt Resolution No. 14-02 to Amend FY 2013-2014 Adopted Budget
- **ACTION:** Approval

BACKGROUND

Title 5 of the California Code of Regulations, Section 58308 provides that the Board of Trustees by resolution may amend the District budget to provide for the expenditure of funds, the amount of which was unknown at the time of the adoption of the final budget.

<u>STATUS</u>

In order to properly account for the revenues and expenditures of these funds, it is necessary to amend the FY 2013-2014 Adopted Budget.

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

General Fund

Career Technical Education Transitions at Irvine Valley College	(\$72)
Perkins Title I-C at Irvine Valley College	(\$91)
Disabled Student Programs & Services at Saddleback College	\$379,264
Student Success & Support Program at Saddleback College	\$633,149
Trade Act Educational Agreement at Irvine Valley College	\$25,446
Total Increase to the General Fund	\$1,037,696

Total Budget Amendment

\$1,037,696

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 14-02 to amend the FY 2013-2014 Adopted Budget as indicated in EXHIBIT A.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION 14-02

January 27, 2014

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$1,037,696 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Title 5 of the California Code of Regulations, Section 58308;

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

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

General Fund		
<u>Account</u>	Income Source	<u>Amount</u>
8100	Federal Revenue	(\$163)
8600	State Revenue	\$1,012,413
8800	Local Revenue	\$25,446
		\$1,037,696
<u>Account</u>	Expenditure Description	<u>Amount</u>
1000	Academic Salaries	\$168,816
2000	Classified Salaries	\$515,129
3000	Fringe Benefits	\$197,617
5000	Other Operating Expenses and Services	\$10,688
6000	Capital Outlay	\$120,000
7000	Other Outgo	\$25,446
		\$1,037,696

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT GENERAL FUND RESOLUTION 14-02 January 27, 2014

STATE OF CALIFORNIA)) COUNTY OF ORANGE)

I, Gary L. Poertner, Secretary to the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the Budget Amendment and foregoing Resolution in the amount of \$1,037,696 was duly and regularly adopted by the said Board at a regular meeting thereof held on January 27, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of January 2014.

Gary L. Poertner Secretary to the Board of Trustees

TO:	Board of Trustees
FROM:	Gary L. Poertner, Chancellor
RE:	SOCCCD: - Agreement for Professional Services for Barranca Entrance, Phase III Design Services at Irvine Valley College with Environment, Planning, Development Solutions, Inc.
ACTION:	Approval

BACKGROUND

On April 27, 2009, the Board of Trustees approved an additional \$2,020,000 in basic aid for a total basic aid allocation of \$2,850,000. On January 25, 2010, the Board of Trustees approved design services for Phase I investigations and on February 28, 2011, the Board of Trustees approved design services for Phase II investigations.

<u>STATUS</u>

Phase II investigations are complete and the project is estimated within the budget set aside through Basic Aid allocations.

In order to maintain project staff continuity, district staff recommends board approval of the agreement (EXHIBIT A) with Environment | Planning | Development Solutions, Inc. (EPD Solutions, Inc.) for the Phase III portion of the Irvine Valley College Barranca Entrance project equal to \$101,000.

Funds are available within the approved project budget which is \$2,850,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the consultant agreement (EXHIBIT A) with EPD Solutions, Inc. for the Irvine Valley College Barranca Entrance Project equal to \$101,000.

AGREEMENT- DESIGN SERVICES, BARRANCA ROAD PHASE III, IRVINE VALLEY COLLEGE

This AGREEMENT is hereby entered into this 27th day of January 2014, between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and Environment | Planning | Development Solutions, Inc. (d.b.a. EPD Solutions), Inc., 450 Newport Center Drive, Suite 300, Newport Beach CA 92660, (949) 751-8993, 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 has completed the Phase I and II portion of the Irvine Valley College Barranca Road project the results of which will be used to move forward with this Phase III portion of the work; and

WHEREAS, DISTRICT desires to maintain the use of the CONSULTANT selected through a competitive selection process and named as key individual in Phase I and II contract using new d.b.a.; and

WHEREAS, DISTRICT desires to move into Phase III with consultant services for the Barranca Road PROJECT, hereinafter referred to as "PROJECT" located at Irvine Valley College in the DISTRICT; 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 hereto agree as follows:

ARTICLE I - SERVICES TO BE PROVIDED BY CONSULTANT

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

2. The CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this agreement to fully and adequately complete the Project. The CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. The CONSULTANT further represents and warrants to the DISTRICT that it has all licenses, permits, qualifications, and approvals of whatever nature are legally required to practice its profession. The CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

3. The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate <u>Mr. Jeremy Krout</u> as the primary contact and project manager for the DISTRICT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT's firm that will be associated with the Project.

4. If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT then upon written notice the CONSULTANT will have ten (10) working days to remove that person from the Project and replace that person with one acceptable to the DISTRICT.

5. In the performance of CONSULTANT's services under this agreement, CONSULTANT agrees that he will maintain such coordination with DISTRICT personnel and/or its designated representatives as may be requested and desirable. CONSULTANT recognizes that the DISTRICT will designate Project Manager for this project. Only the Project Coordinator is authorized to give CONSULTANT work authorizations, issue written approvals and Notices to Proceed. If any work is done by CONSULTANT without prior written authorization by the Project Manager, the DISTRICT will not be obligated to pay for such work. The DISTRICT reserves the right to designate a different Project Manager during the course of the project if necessary.

ARTICLE II - SCOPE OF CONSULTANT'S SERVICES

1. The CONSULTANT's services consist of those described in Article II and further delineated in Exhibit A, and include normal planning, civil, electrical, environmental, traffic and landscape architect services and any other engineering services necessary to produce a reasonably complete and accurate set of construction documents as described in paragraph 9, except those engineering services provided by the DISTRICT.

2. The CONSULTANT has obtained a legal description of the site.

3. The CONSULTANT has investigated existing conditions or facilities and made measured drawings of such conditions or facilities including a 10' area immediately adjacent and has developed measured drawings of such conditions or facilities.

4. The CONSULTANT has submitted and obtained DISTRICT approval for qualified engineers for the PROJECT (Exhibit B). CONSULTANT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer. The CONSULTANT is responsible for the management of their consultants in order to meet the terms of all phases of this agreement.

5. The CONSULTANT has prepared, for approval by the DISTRICT, Street Improvement Plans consisting of drawings and other documents illustrating the scale and relationship of PROJECT components, and describing the size and character of the PROJECT as to planning, civil, electrical systems, materials, traffic engineering, environmental and landscape design and such other elements as are appropriate to satisfy requirements for the construction of the PROJECT. These documents comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted and have received approval by the Division of the State Architect, the City of Irvine, the Irvine Company and all project related easements and environmental conditions.

6. The CONSULTANT shall submit to the DISTRICT an updated written preliminary estimate of the construction cost upon execution of this contract and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

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

- i. The construction cost of \$1,300,000 were determined by the DISTRICT's budget for the PROJECT established during the programming phase.
- ii. During the bidding phase, construction cost shall be determined by the lowest responsible bid.
- iii. During construction, construction cost shall be determined by the contract sum or as amended by any change orders approved by the DISTRICT.

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

c. A fixed limit of construction cost is established as a condition of this AGREEMENT.

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

e. If the lowest bid received exceeds the fixed limit of construction cost (adjusted as provided above), the DISTRICT shall:

- i. give written approval of an increase of such fixed limit;
- ii. authorize rebidding of the PROJECT within a reasonable time;
- iii. if the PROJECT is abandoned, terminate it in accordance with this agreement;
- iv. cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

f. If the DISTRICT chooses to proceed under paragraph e. (iv.), the CONSULTANT, without additional charge, shall modify the construction contract as necessary to comply with the fixed limit.

7. The CONSULTANT shall file documents required for the approval of governmental authorities having jurisdiction over the PROJECT with the DISTRICT's assistance. Included in this filing shall be geological/geotechnical filing with California Geological Survey (CGS). The DISTRICT shall pay all fees required by such governmental authorities.

8. The CONSULTANT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the conditions of the Contractor's contract and coordinating same with the technical specifications. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of irrigation or storm drainage systems installed by the Contractor, shall be part of the bid documents prepared by the CONSULTANT. 9. The CONSULTANT, following the DISTRICT's approval of the Street Improvement Plans and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the PROJECT.

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

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

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

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

14. The CONSULTANT shall coordinate with the DISTRICT's DSA Inspector of Record to ensure that all procedures, including operation of the cloud reporting system, are appropriately addressed.

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

16. The CONSULTANT shall have access to the work at all times.

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

18. The CONSULTANT shall reject work which does not conform to the construction contract. The CONSULTANT has authority to require additional inspection or testing of the work in accordance with

the provisions of the construction contract, whether or not such work is fabricated, installed or completed.

19. The CONSULTANT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the construction contract. The CONSULTANT's action shall be taken as to cause no delay in the work, while allowing sufficient time in the CONSULTANT's professional judgment to permit adequate review and in no case exceed fifteen (15) days after receipt. When certification of performance characteristics of materials, systems or equipment is required by the construction contract, the CONSULTANT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction contract.

20. The CONSULTANT shall prepare change orders with supporting documentation and data for the DISTRICT's approval and execution in accordance with the construction contract, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. No material changes shall be made without the written consent of the DISTRICT. The CONSULTANT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. CONSULTANT shall prepare a set of CAD reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the CONSULTANT.

21. The CONSULTANT shall inspect the PROJECT to determine the date or dates of substantial completion and the date of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the construction contract and issue a final certificate for payment upon compliance with the requirements of the construction contract.

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

23. The CONSULTANT shall provide services in connection with evaluating substitutions proposed by the Contractor, obtain written acceptance by the DISTRICT for any changes to the original documents and making subsequent revisions to drawings, specifications and other documentation resulting there from.

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

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

26. The CONSULTANT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT's PROJECT unless one law, rule regulation or ordinance supersedes another.

ARTICLE III - ADDITIONAL CONSULTANT'S SERVICES

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

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

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the Division of the State Architect or City of Irvine approval of such documents.

b. Providing services required because of significant changes in the PROJECT including, but not limited to, size, quality, complexity, or the DISTRICT's schedule.

c. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the CONSULTANT.

d. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

e. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the construction contract.

f. Providing services in connection with an arbitration proceeding or legal proceeding except where the CONSULTANT is a party thereto.

g. Providing services, other than coordination and incorporation of information into the design documents, in connection with the work of consultants retained by the DISTRICT.

h. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

i. Providing services after issuance to the DISTRICT of the final certificate for payment except as provided in the close out requirements of this contract.

j. Providing services of consultants for other than those specifically included in this contract.

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

3. If authorized in writing by DISTRICT, CONSULTANT shall provide one or more project representatives to assist in carrying out more extensive representation at the site than is described in this contract. The project representative(s) shall be selected, employed and directed by the CONSULTANT, and the CONSULTANT shall be compensated therefore as agreed by the DISTRICT and

CONSULTANT. Through the observations of such project representative(s), the CONSULTANT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the CONSULTANT as described elsewhere in this AGREEMENT. Such services shall be compensated based on the attached standard hourly rates.

ARTICLE IV - RESPONSIBILITIES OF THE DISTRICT

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

2. From the Phase II portion of this work, the DISTRICT shall review a current overall budget for the PROJECT, including the construction cost.

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

4. The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT's failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

ARTICLE V - TERM

The term of this contract begins January 27, 2014 and will continue until project close out and completion.

If there is greater than a six month lapse between survey and construction, DISTRICT and CONSULTANT will amend agreement to move forward as stated or modify monitoring agreement.

ARTICLE VI - COMPENSATION TO THE CONSULTANT

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

Compensation is based on a fixed fee of \$101,000. Progress payments for CONSULTANT services in each phase shall total the following percentages of the total compensation payable:

Phase III Street Improvement Plan Finalization, Final Application Processing and Environmental Review:

\$32,125

\$ 9,425

Bidding Phase:

Construction Phase:

											XHIBIT A ge 8 of 25
										\$49,4	145
	Close Out Phase:										
										<u>\$10,0</u>	<u>005</u>
							Tot	al		\$101,	000
)	This compensation	shall I	be	compensation	in	full	for	all	services	performed	by the

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

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

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

5. To the extent that the time initially established for the completion of CONSULTANT's services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time shall be computed at standard hourly rates per Exhibit C.

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

a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and sub consultants in the interest of the PROJECT.

b. Reimbursable expenses shall be expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. CONSULTANT's normal travel expense including PROJECT site visits and meals are excluded.

c. Expense of reproductions, except those needed for the use of the CONSULTANT and his or her consultants or identified specifically as a deliverable including postage and handling of Drawings, Specifications and other documents, are reimbursable upon DISTRICT's prior written approval.

d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.

e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT's Basic Services will be reimbursed.

f. For reimbursable expenses, compensation shall be computed at a multiple of one point one (1.1 %) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants in the interest of the PROJECT.

g. For additional services of consultants, compensation shall be computed at a multiple of one point one (1.1%) times the amounts billed to the CONSULTANT for such services.

ARTICLE VII - 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.

ARTICLE VIII - MATERIALS

CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

ARTICLE IX - 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.

ARTICLE X – OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

The drawings, specifications and other documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316.

1. Such drawings and specifications and other documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed.

2. CONSULTANT grants to DISTRICT the right to reuse all or part of the fore mentioned drawings, specifications and other documents at its sole discretion for the construction of all or part of this or another PROJECT constructed for the DISTRICT. If the drawings, specifications and/or other documents are reused for another PROJECT constructed for the DISTRICT, then the DISTRICT agrees that CONSULTANT shall not be responsible for any reuse of the drawings, specifications and/or other

documents. The DISTRICT is not bound by this AGREEMENT to employ the services of CONSULTANT in the event such drawings, specifications and/or other documents are reused.

3. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the drawings, specifications and other documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.

4. The CONSULTANT shall perform the work under this agreement using software previously approved by the DISTRICT and shall deliver electronic copy via CD or DVD in both the software format and PDF format upon approval by the Division of the State Architect and upon completion of the Asbuilt requirement.

5. If work is terminated prior to DSA or City of Irvine approval, a copy of the work completed to date shall be provided to the DISTRICT.

ARTICLE XI – TERMINATION

1. This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the CONSULTANT.

2. This AGREEMENT may be terminated by either party upon not less than 7 days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.

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

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

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

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

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

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

ARTICLE XII - INDEMNITY AND INSURANCE

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold DISTRICT and its Board of Trustees, officers, employees and agents entirely harmless from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever arising out of:

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

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

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

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

a. Statutory workers' compensation and employers' liability.

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

- i. owned, non-owned and hired vehicles;
- ii. blanket contractual;
- iii. broad form property damage;

- iv. products/completed operations; and
- v. personal injury.

c. Professional liability insurance, including contractual liability, with limits of 1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.

d. Each policy of insurance required in (b) above shall name DISTRICT and its officers, agents and employees as additional insureds and shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance stated in (a) and (b) above shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE XIII - MISCELLANEOUS

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

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

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

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

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

the terms of this AGREEMENT. Neither DISTRICT nor CONSULTANT shall assign this AGREEMENT without the written consent of the other.

6. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

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

8. 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.

9. 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.

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

11. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

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

DISTRICT	CONSULTANT				
South Orange County Community	EPD Solutions, Inc.				
28000 Marguerite Parkway	450 Newport Center Drive, Suite 300				
Mission Viejo, CA 92692	Newport Beach CA 92660				
Attn: Dr. Debra L. Fitzsimons	Attn: Jeremy Krout				
Vice Chancellor, Business Services	President				

13. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

This AGREEMENT entered into as of the day and year first written above.

DISTRICT South Orange County Community College District CONSULTANT Environment | Planning | Development Solutions, Inc.

Dr. Debra L. Fitzsimons Vice Chancellor, Business Services Jeremy Krout Principal

(Date)

(Date)

(Taxpayer number)

EXHIBIT A-RESPONSIBILITIES AND SERVICES OF CONSULTANT

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

A. BASIC SERVICES

CONSULTANT agrees to provide the services described below:

1. Contract for or employ at CONSULTANT'S expense, sub-consultants to the extent deemed necessary for completion of the PROJECT including: survey engineering services licensed as such by the State of California to prepare boundary surveys for the proposed access road and legal descriptions for each of the three properties that the road will be crossing. The names of said sub-consultants shall be as submitted to the DISTRICT during the interview. Any modifications will require approval prior to commencement of work. The DISTRICT reserves the right to reject the use of any sub-consultants. Nothing in the forgoing procedure shall create any contractual relationship between the DISTRICT and any sub-consultants employed by the CONSULTANT under terms of this Agreement.

2. 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.

3. Cooperate with other professionals employed by the DISTRICT for the design, coordination or management of other work related to the PROJECT.

4. Chair, conduct and take minutes of coordination meetings as stipulated in each of the phases during the entire design phase with sub-consultants, CONSULTANT shall invite the DISTRICT and/or its representative to participate in these meetings.

5. Submit geotechnical/ and geological report to California Geological Survey (CGS) in accordance with DSA submittal requirements.

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

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

8. Provide services required to obtain state and local agencies approval for off-site work including review by regulatory agencies having jurisdiction over the PROJECT.

9. Further develop a grading and drainage plan and a site plan from information developed in Phase I and II work completing site development including a horizontal and vertical control plan and a utility infrastructure plan. The services described in this subparagraph shall be provided by a professional civil engineer who is to subcontract with the CONSULTANT. 10. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this PROJECT, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the DISTRICT and/or their representative for inclusion in the overall PROJECT documentation.

- 11. Assist the DISTRICT in the development of necessary environmental review requirements.
- 12. CONSULTANT is not responsible for:
 - a. Ground contamination or hazardous material analysis
 - b. Any asbestos testing, design or abatement
 - c. Environmental impact report
 - d. Historical significance report
 - e. Topographical Survey

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

B. DESIGN SERVICES - TASK I, PROJECT CONFIRMATION

Upon final execution of the Contract with the DISTRICT, the CONSULTANT shall:

1. The overall PROJECT goals, general approach, tasks, work plan and procedures and deliverable products of the PROJECT include but are not limited to:

- a. Traffic, Pedestrian and bicycle circulation
 - i. Safe circulation
 - ii. Lighting
 - iii. Traffic calming devices
 - iv. Emergency vehicle access
- b. Roadway alignment
- c. Environmental review approach
- d. Meeting coordination
- e. Investigation coordination
 - i. Property Ownership at adjacent parcels, City property interface
 - ii. Easements for SCE, City of Irvine and the Irvine Company
 - iii. Biological constraints survey
 - iv. Circulation and parking and potential usage levels
 - v. Drainage for new and improvement of existing
 - vi. Geotechnical and Geological including bluff top coordination
 - vii. Road construction impacts on campus use
 - viii. Existing and Master Planned future use coordination
 - 1. Traffic
 - 2. Concurrent utility infrastructure considerations
 - ix. Traffic study

- x. Protecting environmentally sensitive areas
- f. Cost benefit analysis of the PROJECT and various PROJECT aspects
- g. Construction Documents
- h. Bid, Construction and Close out

2. Participate in follow-up meetings to include the City of Irvine, The Irvine Company, the CONSULTANT and sub-consultants and DISTRICT staff to discuss roadway plan prior to initiation of Street Improvement Plans, revised traffic study and easement documentation. Also discuss City support of PROJECT, processing requirements, evaluation of potential environmental impacts and confirm drainage plan.

3. In coordination with traffic engineer, Review Phase I and II findings of current and future land uses, roads, bicycle routes and walkways to determine levels of usage and conflicts between circulation and modes of transportation. Review construction impact on campus functions.

4. Participate in a meeting with the survey engineer and District to discuss scope of work to prepare necessary surveys and legal descriptions for use in easement documentation.

REVIEW OF PROGRAM DEVELOPMENT

Review design issues relating to functional need, directives and constraints imposed by regulatory codes.

1. Review Phase I and II information check list to confirm all critical issues affecting PROJECT completion have been included: significant site considerations, applicable planning and zoning requirements, applicable code requirements, applicable fire and life safety requirements; storm sewer service requirements; electrical power service and requirements; and irrigation system requirements.

2. Construction cost were established during Phase I and II for the PROJECT based on the developed functional programs as approved by the DISTRICT.

Probable costs were prepared by the CONSULTANT as follows:

a. All costs are based on current bid prices, with escalation rate and duration clearly identified as separate line items; rate of cost escalation and projected bid and construction dates are to be as approved by the DISTRICT.

b. Contingencies for bidding or construction, if included in the probable costs, are to be included as individual line items, with the percentage and base of calculation clearly identified.

c. All construction probable costs developed per the above shall be presented in and summarized by the Construction Specification Institute (CSI) category.

d. Electrical, civil, landscaping, traffic, environmental and estimating sub-consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the probable cost.

SITE PLANNING

Finalize Site Plan developed in Phase I and II:

1. Including 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. CONSULTANT shall confirm that PROJECT design is in accordance with recommendations of the soil consultant.

2. Confirm the existing conditions, relative to potential effect on circulation, access, constructability, facility expansion and future development potential were incorporated into the design.

3. Confirm plans confer as necessary with the federal, state and local jurisdictions and that CONSULTANT has obtained their advisory input regarding zoning, water service, fire protection, site access, mass transit and other areas of site design related to the city services or governance.

C. DESIGN SERVICES TASK II – PLAN FINALIZATION

Street Improvement Plans: The CONSULTANT shall finalize plans for bidding as follows:

1. Street Improvement Plans:

a. Scaled plans showing overall dimensions beginning notes and dimensions including grading and paving, identifying the various major areas and their relationship. Include circulation depicting ADA requirements and typical layouts of major signage using templates provided by District from the approved IVC Master Sign Program.

b. Site plan with minimum one (1) foot contour grade intervals and property lines. All major site development, such as paving, sidewalks, utilities, gutters and drainage facilities.

c. Final development of details and large scale blow-ups.

d. Legend showing all symbols used on drawings.

- e. Drainage plan.
- f. Identify code requirements.

g. Prior to start of construction, environmental documentation in compliance with the California Environmental Quality Act (CEQA) is complete. It is assumed that the District will serve as Lead Agency in preparation of the environmental document. CONSULTANT assumes that CEQA compliance be achieved through an Addendum to the certified Environmental Impact Report for the construction of Barranca Parkway. If additional environmental review is required, CONSULTANT will coordinate with the District to prepare a revised scope of work and fee.

h. Completion of effort for the City of Irvine Public Works Department to process the proposed access road via the permits, easements, and plan reviews. CONSULTANT will finalize all City reviews and required approvals of the applications and plans.

- 2. Structural:
 - a. Finalize grading plans including fill requirements.
- 3. Electrical:

- a. Finalize electrical system for street lighting.
- 4. Civil and Traffic:

a. Finalize on and off site points of connection and runs for utility systems such as landscape water, storm drain. for utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, and description of manholes, clean outs, hookups, bedding and installation details.

b. Finalize surface improvements including roadways, preliminary finish grades and drainage. Complete final horizontal and vertical controls. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved roadway sections.

c. Complete review of import/export with associated soil pressure, water table and seismic center. Include necessary soil mitigation if required by soils report.

d. Using the latest City template, CONSULTANT will finalize a Water Quality Management Plan (WQMP) based on the conceptual project design. Accompanying the WQMP will be hydrology and hydraulic analyses. In addition, CONSULTANT will finalize a Storm Water Pollution Prevention Plan (SWPPP) to address water quality during the construction of the project. The WQMP, SWPPP and hydrology and hydraulic analyses will be submitted to the City of Irvine with the Street Improvement Plans.

e. CONSULTANT will finalize street striping and traffic signal plans pursuant to City of Irvine requirements and the approved concept plan from Phase 1 and reflecting any changes made to the plans during Task I.

f. CONSULTANT will finalize maintenance and access easement documents using the legal description and survey maps for both the City of Irvine's and Southern California Edison's (SCE) parcels. The easement documents have been submitted to the City and SCE with the project construction plans to obtain the Grant of Easements with both parties. RGP has coordinated with the District's counsel to review the easement documents required for the City of Irvine and SCE properties.

g. CONSULTANT has revised the IVC Barranca Parkway Access Road traffic study to address City of Irvine comments. CONSULTANT has submitted the study to the City traffic engineer for their review and as part of the City comment process.

5. Landscaping:

a. Finalize landscape design including location and description of planting, ground improvements and confirmation of no visual barriers, coordination of hardscape, landscape planting, ground cover and irrigation distribution lines.

b. Finalize specifications including quality level and manufacturer.

6. Drawings: All drawings have CONSULTANT/sub-consultant's State license stamp and DSA stamp.

7. Specifications:

Finalize specifications of planning, civil, structural, electrical materials, system and equipment and their criteria and quality standards. CONSULTANT has used DISTRICT'S standardized equipment/material list for new construction and modernization in development of the PROJECT design and specifications.

Where articles, materials and equipment are identified by brand names, at least two names have been used, and such names are followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400. Specifications do not contain restrictions that will limit competitive bids other than those required for maintenance convenience and as approved by the DISTRICT.

Original technical specifications on reproducible masters or CD/DVD format if acceptable to DISTRICT'S reprographics firm in CSI format.

8. Probable Costs:

Provide final Probable costs prior to bidding

a. Probable costs: This probable cost consists of unit cost applied to the major items and quantities of work. The unit cost reflects the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.

b. General conditions are applied separately. This probable cost are prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

c. Escalation: all probable costs are priced out at current market conditions. The probable costs has incorporated all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

MEETINGS

1. With District as needed to complete bid documents.

2. With agencies as needed to arrive at permitted documents.

DELIVERABLES

- 6 Street Improvement Plans and Specifications to be used as bid documents
- 2 Binder of Catalogue Cut Sheets
- 4 Probable Cost
- 2 A statement indicating changes made to the program design
- 2 DSA file, including <u>all</u> correspondence, meeting notes, etc. to date.

PLAN CORRECTIONS

Completed

PRESENTATION

Completed

D. DESIGN SERVICES TASK III - BIDDING PHASE

The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the DISTRICT and the CONSULTANT.

In the event that items requiring interpretation of the drawings or specifications are discovered during bidding period, said items shall be analyzed by the CONSULTANT for decision by the DISTRICT as to the proper procedure required. Corrective action taken will be in the form of an addendum prepared by the CONSULTANT and reviewed by the DISTRICT prior to release.

E. DESIGN SERVICES TASK IV - CONSTRUCTION ADMINISTRATION PHASE

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

1. During construction, the CONSULTANT shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be at no additional cost unless designated as an additional service to the DISTRICT. The drawings and contract wording for change orders shall be submitted to the DISTRICT for distribution.

2. The CONSULTANT will proceed with the services required by the Construction Administration Phase of this Agreement upon Board approval for award of construction bid.

3. The CONSULTANT shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, PROJECT data, samples and change orders.

4. The CONSULTANT'S action shall be taken within fifteen (15) calendar days so as to cause no unreasonable delay in the work or in the construction of the DISTRICT or of separate contractors, while allowing sufficient time in the CONSULTANT'S professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed fifteen (15) calendar days from the receipt by the CONSULTANT.

5. During the course of construction, all Requests for Information/ Clarification must be responded to in a most expeditious manner so as not to impact and delay the construction progress.

6. Drawings or change orders required due to actions of the DISTRICT which are beyond the scope of the CONSULTANT'S responsibilities, shall be considered extra services.

7. CONSULTANT shall schedule visits to the job site for on-site review of the construction of the PROJECT and in coordination with the construction progress meetings equal to the number of anticipated weeks in construction. The purpose of these visits is to interpret or clarify in the Contract Documents and to monitor the progress of the PROJECT.

8. The CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The CONSULTANT shall endeavor to guard the DISTRICT against defects and deficiencies in the work. However, the CONSULTANT shall not be a guarantor of the contractor's performance.

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

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

11. CONSULTANT to provide necessary documents in coordination with the DSA IOR and any testing consultants to arrive at a complete DSA file including all DSA required documentation.

F. DESIGN SERVICES TASK V - CLOSE OUT PHASE

The CONSULTANT'S responsibility to provide basic services for the Close Out phase under this Agreement commences with the Contractor's request for a punch list walk and terminates at the close out the project with the Division of the State CONSULTANT.

1. CONSULTANT shall participate in/ develop punch lists including consultants as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.

2. CONSULTANT shall provide DISTRICT and contractor with a comprehensive punch list itemizing all outstanding issues on an area by area basis.

3. CONSULTANT shall walk with DISTRICT and contractor to confirm that punch list items are completed. CONSULTANT may use original list with items highlighted to show those areas as still outstanding.

4. CONSULTANT shall perform follow up walk for any punch list items that were outstanding.

5. After the third punch list walk, if there remains any incomplete items, CONSULTANT shall provide to the DISTRICT a cost analysis of all outstanding items.

6. CONSULTANT shall provide necessary support to DSA IOR in order to close out project.

7. CONSULTANT shall evaluate the success of any required maintenance period upon completion of the timeframe. CONSULTANT will confirm that the requirements for the maintenance period were met with a follow up report to the DISTRICT.

8. CONSULTANT shall provide Planning/engineering advice to the DISTRICT on start-up, break-in and debugging of lighting or irrigation systems and equipment.

9. CONSULTANT shall perform a site walk one month prior to the one year warranty period (as established by the Notice of Completion filed by the Board of Trustees) to evaluate the condition of all improvements. CONSULTANT shall meet with the maintenance and facilities representatives and make recommendations for which, if any, warranty items will be requested prior to warranty expiration.

EXHIBIT "B" - APPROVED SUBCONSULTANTS

- 1. Austin-Foust Traffic Engineer
 - a. Joe Foust, PE, Principal
- 2. Glenn Lukos Associates Biologist
 - a. Glenn Lukos, Principal-in-Charge
 - b. Tony Bomkamp, Senior Project Manager
 - c. Martin Rasnick, Regulatory Specialist
- 3. IMA Landscape Architect
 - a. William Schulz, Senior Principal
- 4. Zeiser-Kling Consultants, Inc.
 - a. Henry Kling, PE, RGE, Vice President Geotechnical Engineer

EXHIBIT"C" - CRITERIA AND BILLING FOR EXTRA WORK

The following extra services to this Agreement shall be performed by CONSULTANT if needed and requested by the DISTRICT.

1. Making revisions in drawings, specifications or other documents when such revisions are:

a. Inconsistent with approvals or instructions previously given by the DISTRICT.

b. Required by the enactment or revisions of codes, laws or regulations subsequent to the preparations of such documents.

c. Due to changes required as a result of the DISTRICT'S failure to respond to a written request from the CONSULTANT within a reasonable time, as requested by CONSULTANT.

d. Required by the City of Irvine due to address unexpected change of direction by City staff.

2. Providing services required because of significant documented changes in the PROJECT initiated by the DISTRICT, including but not limited to, size, quality, complexity, the DISTRICT'S schedule, or method of bidding or negotiating and contracting for construction.

3. Prepare drawings, specifications and other documentation and supporting data, evaluating contractor's proposals, and providing other services in connection with change orders and construction change directives. CONSULTANT shall not be due any fee for extra services due to change orders resulting from CONSULTANT'S design errors and omissions.

4. Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with replacement of such work.

5. Providing services made necessary by the default of the contractor, by major defects or deficiencies in the work of the contractor for Payment, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of substantial completion of work.

6. Providing services in connection with evaluating substitutions (excluding the first substitution) proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting there from if the contractor failed to follow the CONSULTANT'S specified specification of the PROJECT.

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The sub-consultant hourly rates as shown below include a 10% administration fee/mark-up fee. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CONSULTANT and each sub-consultant involved in the PROJECT.

Consultant Services	Fee Per Hour
Principal	\$155/hr
Senior Associates	\$135/hr
Associates	\$115/hr
Professional Support	\$ 85/hr
Administrative Staff	\$ 55/hr
IMA Landscaping **	
Professional Staff	\$75-100
Project Manager Landscape Architect	\$150
Principal Landscape Architect	\$175
Austin Foust Associates (Traffic Engineer) **	
Principal	\$185
Transportation Engineer	\$125
Design Engineer	\$120

** Indicates 10% administrative mark-up has been applied

ITEM: 5.16 DATE: 1/27/14

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: Quest Energy LEED Commissioning Services Amendment No. 2 for Life Sciences Building at Irvine Valley College
- **ACTION:** Approval

BACKGROUND

On June 8, 2010, the District hired Quest Energy Group, LLC for the Irvine Valley College Life Sciences project for \$62,500. The original agreement provided for additional services, if necessary. An amendment for \$23,000 was previously approved for a total contract amount of \$85,500.

STATUS

The project's general contractor failed their first attempt at commissioning the building. Based on the current status, two additional commissioning visits will be required by our commissioning agent.

The contract documents provide that the general contractor will pay for the expense for additional testing that is necessary due to failed testing. Staff will include these additional costs in a deductive change order to the project's general contractor. Staff recommends approval of this contract amendment No. 2 (EXHIBIT A) in the amount of \$20,000 for a new contract total equaling \$105,500.

Funds for these services will be deposited upon receipt by the surety into the project budget which is \$17,410,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve amendment No. 2 in the amount of \$20,000, (EXHIBIT A), with Quest Energy Group LLC for the Irvine Valley College Life Sciences building for a total fee of \$105,500.

AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT FOR LIFE SCIENCES BUILDING PROJECT **AT IRVINE VALLEY COLLEGE**

January 27, 2014

THIS AMENDMENT shall modify the original agreement dated June 8, 2010. by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and Quest Energy Group, LLC, 1620 West Fountainhead Parkway, Suite 210, Tempe, AZ 85282, hereinafter referred to as "CONSULTANT."

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

WHEREAS, the contractor did not complete the contract within the scheduled timeframe and had failed the first attempt of Building Commissioning and requires additional Commissioning Services; and

WHEREAS, the scope of the LEED Commissioning services has been increased in an amount Not to Exceed of \$20,000; and

WHEREAS, amendment No. 1 did not require Board approval as it was below the approval limit;

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

ORIGINAL CONTRACT AMOUNT:	\$62,500
Amendment No. 1:	23,000
Amendment No. 2:	20,000
REVISED CONTRACT AMOUNT:	\$105,500

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

"DISTRICT" South Orange County Community College District

"CONSULTANT" Quest Energy Group LLC

By:

Dr. Debra L. Fitzsimons Vice Chancellor, Business Services

By:_____ Henry van Lambalgen

Date:

Date:

ITEM: 5.17 DATE: 1/27/14

TO:	Board of Trustees
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- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: Architectural Services Amendment No. 2 for Land Exchange Demolition, ATEP with gkkworks
- **ACTION:** Approval

BACKGROUND

On July 3, 2013, the District contracted with gkkworks for the ATEP Land Exchange Demolition project for \$47,500. The original agreement provided for additional services, if necessary. An amendment for \$9,050 was previously approved for a total contract amount of \$56,550.

During the previous demolition project unforeseen circumstances and underground conditions resulted in the need for additional work that exceeded the allowable project budget. Additionally, clarification to the Bell Avenue scope of work occurred after the documents were developed addressing the original scope of services for the ATEP Land Exchange Demolition.

<u>STATUS</u>

Staff worked together with the architect to define the scope of work and arrive at a proposed fee. Staff recommends approval of this contract amendment No. 2 (EXHIBIT A) in the amount of \$44,769 for a new contract total equaling \$101,319.

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

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve amendment No. 2 in the amount of \$44,769, (EXHIBIT A), with gkkworks for the ATEP Land Exchange Demolition project for a total fee of \$101,319.

AMENDMENT #2 TO ARCHITECTURAL SERVICES AGREEMENT FOR ATEP LAND EXCHANGE DEMOLITION PROJECT

January 28, 2014

THIS AMENDMENT shall modify the original agreement dated July 3, 2013, 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, hereinafter referred to as "CONSULTANT."

WHEREAS, Article X, paragraph 14 of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

WHEREAS, Article VIII, paragraph 1, establishes the compensation of the agreement at \$45,000 with a reimbursable allowance of \$2,000; and

WHEREAS, additional tasks have been identified per the attached Professional Services Supplemental Authorization (ATTACHMENT A); and

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

ORIGINAL CONTRACT AMOUNT		\$47,500
Amendment No. 1		9,050
Amendment No. 2		44,769
	Total this Amendment	\$101,319

for a total contract amount of \$101,319.

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

"DISTRICT" South Orange County Community College District "CONSULTANT" gkkworks

By: ___

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

Matt Greiner, Principal

Date: _____

Date: _____

Professional Services Supplemental Authorization



In accordance with CONTRACT AGREEMENT: Architectural Services Agreement, dated July 3, 2013

BETWEEN: Brandye K. D'Lena *CCM*, Executive Director Facilities Planning and Purchasing South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692

And: Gkkworks (#15039-001) 2355 Main Street, Suite 220 Irvine, CA 92614 949.250.1500 – Tel.

For the Project: ATEP LAND EXCHANGE DEMOLITION: Miscellaneous Scope Changes

SCOPE OF WORK:

#	PHASES					
0	Background: At a project coordination meeting held on 10/24/13, the District requested miscellaneous scope of work					
0	changes that requires revisions to the current construction drawings and specifications.					
1	 changes that requires revisions to the current construction drawings and specifications. Construction Documents: A. Field Investigation: (1) field visit to verify & document existing conditions for expanded scope. District to contract directly with Land Surveyor to provide current topography & utility survey of existing conditions. Meetings: (2) Additional District meetings to review and finalize drawings and specifications for expanded scope C. Revise cost estimate to cover expanded scope. D. Revise specification to cover expanded scope. Include hazardous materials report & demolition specifications from District vendor & H2 Environmental E. Revise drawings on the expanded scope of work per the following District comments Add Parcel IV-J-6, Parcel I-E-1.1, Parcel I-E-4 and extend project boundary for demolition and grading area Label on plans two fiscally separate projects: (1) Bell Ave. ROW and connecting buildings above ground and (2) Child care center and officer's club buildings. Estimate demolition scope for grade beams/caissons/piles and provide cost estimate. Include in contract documents for use by bidders/contractors. Below grade demolition shall not extend beyond 5ft below finish grade Provide unit cost information/requirements for below grade hazardous materials demolition. Include in contract documents for use by bidders/contractors Add Bell Ave. ROW demolition through concrete tarmac area adjacent to Armstrong. Assess three monitoring wells within tarmac area & receive direction from the Navy/City how to proceed. Add on-site concrete/composite crushing and locate storage area for use on future projects. Develop crushing specifications for the project. 					
	 Evaluate storm drain for best temporary runoff and drainage. Assess and solve drainage issues within the Bell ROW as part of the master drainage plan Recheck and document miscellaneous structures, buried hardscape, sidewalks, and transformers. Revise hydrology, hydraulic studies, SWPPP & erosion control plan Additional demolition such as caissons/pile cap demo at Bldgs. 213/239/538 is not required 					
2	 A. Plans were submitted to the City of Tustin on 9/9/13 on original scope of work & returned with comments on 9/26/13. B. Revise drawings on expanded scope and resubmit to the City of Tustin. 					
	Bid & Award:					
3	A. Revise bidding documents & specs. to include expanded scope B. Respond to bid questions on expanded scope					
4	Construction Administration: A. Respond to RFI's and general coordination on expanded scope of work during construction B. Provide closeout on expanded scope of work					
5	Exclusions: A. Topographic and Utility Survey of existing conditions B. Hazardous Materials Survey & Report C. Demolition specs. to be provided by the District					

gkkworks

EXHIBIT A - Fee Summary by Taek Staff Position ATEP LAND EXCHANGE DEMOLITON Miscellaneous Scope Changes

12/16/2013 1

					SCOPE AND I	SCOPE AND FEE SUMMARY BREAKDOWN - GKKWORKS + ENGINEERS	BREAKDOWN -	GKKWORKS + E	ENGINEERS						THE REAL PROPERTY.
1		Principal In Charde	Sr. Project Manager	Sr. Project Architect	Project Architect	Job Captain/CAD	Admin. Staff	Construction Administrator	Cost Estimator/CA	1					
	Futty Loaded Contract Billing Rates	\$205.00	\$167.00	\$154.00	\$131.00	\$112.00	\$84.00	\$140.00	\$140.00	1	ARCH	STRUCT	CIVIL	MEP	TOTAL A+E
E og					1.0					Subtotal - Hours by Task	Subtotal - Fee by Task				
₹			4			4	2000 D			Ð	\$1,116.00		a Zug		\$1,116.00
₽	Meetings: (2) Additional District meetings to review and finalize drawings and specifications for expanded accore	4	4	h genned i reger Di		28				80	\$1,488.00				\$1,488.00
10	Revise cost estimate to cover expanded scope.		1						60	CP	\$1,287.00				\$1,287.00
₽			8				2			10	\$1,504.00	3 i 19			\$1,504.00
μ		2.5	8		4 mars	32				40	\$4,920.00	d - 1 - 1			\$4,920.00
N			4			4		11 m 1		80	\$1,116.00				\$1,116.00
3		3	3					1.1.2	101	9	\$1,116.00		-		\$1,116.00
4		2	8						1	10	\$1,746.00				\$1,746.00
1						State of the second		10. 1		0	\$0.00				\$0.00
1										0	\$0.00			1	\$0.00
11	SUBTOTAL		40	0				0	80	66	\$14,293.00	\$0.00	\$0.00	\$0.00	\$14,293.00
	Chil - see hours summary on EPD/Jeremy Krout proposal attachment												- 1	1	\$27,705.00
	10% Consultant mark up per contract for gkkworks (Struc/CivitMEP)				-					648 1547			1		\$2,770.50
	GRAND TOTAL (fixed fee)	CARD DIN	A 12 20 1	1. S. S. S. S.		a state of the state of the	ないないである	the second of			\$14,293.00	\$0.00	\$0.00	\$0.00	\$44,768.50

ATTACHMENT A Page 2 of 4

Sub- Contractor fees from gkkworks chart page 2 of Attachment A:	AT	TACHMENT A
Civil Summary from EPD Solutions		Page 3 of 4
ATEP Revised Grading and Drainage Plans Proposal		
November 11, 2013 (<i>Revised 12-11-13</i>)		Page 2

Task 1: Revised Interim Grading and Drainage Plan

EPD will revise the prior Phase 1 (portion of 68-acre campus) and subsequent phase (12.7-acre area) RGP interim grading and drainage plans to remove additional hardscape, building sub-foundations and underground piping, and re-contour the site to address depressions onsite that could lead to potential ponding. These changes will affect a much greater area than the 12.7-acre area covered by the current plans that were reviewed by the City. The revisions to the plans will also address City comments provided in the first plan check. These plans will be based on the current topographic background data and other grading and drainage improvements proposed in the RGP-prepared plans.

Based on our understanding that the City had limited comments on the plans, the current plans are assumed to be consistent with City standards, including MCAS Tustin Specific Plan requirements, building and grading standards, and Tustin Legacy Master Drainage Plans. Changes to the plans will maintain this consistency. The plan will illustrate how the existing subfoundations and other at-grade site infrastructure will be removed and the excavation areas graded to eliminate depressions and other features that affect drainage. Additionally, the plan will show surface drainage flows and where water quality management features will be constructed in an interim condition until a future, permanent use is built. Three meetings are assumed as part of this task.

Task 2: Amended Preliminary Hydrology Analysis Plan

EPD will modify the RGP prepared preliminary hydrology analysis and plan to incorporate the additional grading areas, including the removal of the tarmac which will affect the drainage pattern and flows in the adjoining areas. Revisions will use the same assumptions as the current study to use existing drainage facilities will to the extent feasible to reduce the need for significant construction costs. A revision to the prior Phase 1 study is proposed rather than new study because the area covered under this amendment is a part of the same drainage area as the area covered in the prior study. One meeting is assumed as part of this task.

Task 3: Drainage Ditch Removal and New Site Drainage System

Prior environmental documents, including the MCAS Tustin Specific Plan Final EIS/EIR identified the existing drainage ditch on the ATEP campus as a potential jurisdictional feature and blue line; however, after further analysis and coordination with the jurisdictional agencies (Army Corps of Engineers, California Fish & Game and Regional Water Quality Control), the district was able to obtain a determination from the agencies that the ditch is not subject to their jurisdiction. This determination expires in early 2015 and is expected to require a significant amount of work and expense to have it extended. Therefore, the district is requesting that the drainage ditch be modified to avoid the need for future jurisdictional agency involvement.

As part of this task, EPD will incorporate into the above-referenced grading and drainage plan a design to create an interim storm drainage system that would replace the storm drainage functions of the existing drainage ditch and incorporate water quality features. This interim system will either connect to the planned storm drain system in the Bell Avenue extension or to the existing system in Armstrong Avenue. Three meetings are assumed as part of this task.

Sub- Contractor fees from gkkworks chart page 2 of Attachment A: Civil Summary from EPD Solutions

ATTACHMENT A Page 4 of 4

ATEP Revised Grading and Drainage Plans Proposal November 11, 2013 (*Revised 12-11-13*)

Page 3

Task 4: Storm Drain Culvert Plan and Hydrology and Hydraulic Analysis

Supplementing the grading and drainage plan described above, EPD will prepare detailed plans showing the improvements to the drainage ditch, including plan view and cross sections. A hydrology and hydraulics analysis will also be prepared for the storm drain system. Meetings related to this task are assumed as part of prior tasks.

Task 5: Amended Stormwater Pollution Prevention Plan (SWPPP)

EPD will revise the RGP-prepared preliminary SWPPP to address the new impact areas and grading schedule in compliance with local water board and City requirements and in consideration of the master drainage plan and storm water best management practices established for the Tustin Legacy area. Again, a revision to the SWPPP is proposed rather than a new SWPPP because the area covered under this amendment is a part of the same drainage area as the area covered in the prior studies and would include the same water quality control measures. Meetings related to this task are assumed as part of prior tasks.

Task 6: Erosion Control Plan

EPD will revise the RGP-prepared Erosion Control Plan in compliance with City and NPDES requirements to address construction and interim rough graded pad conditions. Meetings related to this task are assumed as part of prior tasks.

Task 7: Assist with City responses to comments

EPD will assist gkkworks with responses to City or District comments on the plans. At least one meeting with the City is expected. Meetings related to this task are assumed as part of Task 9.

<u>Task 8: Assistance with RFP Preparation, Administration and Construction Oversight</u> EPD will assist gkkworks and district staff as necessary with requests for information from potential bidders and the selected contractor.

Task 9: Meetings and Coordination

Meetings and coordination activities will occur throughout this project. In the past, I have attended weekly construction update meetings with the district and gkkworks once a contractor has been selected and construction has started; therefore, five construction team meetings have been assumed. In addition, the district has requested site visits to review the contractor's work and some design team meetings were required at gkkworks' office to review project plans and coordinate at specific submittal milestones. Two site visits and two design team coordination meetings are assumed.

Fees and Expenses

EPD proposes a total labor cost of **\$27,205** and \$500 of direct expenses. The total fixed fee amount is therefore \$27,705. The total labor fee for the additional services is based on the following breakdown of tasks and estimated hours.

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: External Evaluator Services at Saddleback College

ACTION: Approval

BACKGROUND

Upon receipt of a Trade Adjustment Assistance Community College & Career Training (TAACCCT) grant and prior to enrollment of students into the TAACCCT funded programs, Saddleback College must secure the services of a third party evaluator.

<u>STATUS</u>

On November 23 and 30, 2013, SOCCCD ran a newspaper advertisement for consideration of External Evaluator Services for Saddleback College. Additional marketing efforts included placing a copy of the "Requests for Qualifications and Proposals" (RFP&Q) on the District's website and notifying firms known to provide these services.

On December 10, 2013, three proposals (EXHIBIT A) were received and a fourth was rejected for missing the submittal deadline. District and college staff developed a selection committee to evaluate the submittals. All three firms were forwarded for an interview and Pacific Research & Evaluation, LLC is recommended for the External Evaluator Services Agreement (EXHIBIT B) in the amount of \$168,490.

Funds are available with the Trade Adjustment Assistance Community College & Career Training grant.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Pacific Research & Evaluation, LLC Agreement (EXHIBIT B) for the External Evaluator Services in the amount of \$168,490.

BID NO. 312D RFP for External Evaluator Services, Saddleback College SOCCCD

COMPANY NAME	<u>CITY</u>	<u>SUBMITTOR'S</u> <u>NAME</u>
*Pacific Research & Evaluation, LLC	Portland, OR	Steven Rider
West Ed	San Francisco, CA	Rebecca Cerna
RTI International	Berkeley, CA	David M. Stratton

*Recommended Firm

AGREEMENT: THIRD PARTY EVALUATOR SERVICES, SADDLEBACK COLLEGE

This AGREEMENT is made and entered into this 28th day of January in the year 2014 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Pacific Research and Evaluation, LLC, 3507 SW Corbett Avenue, Portland, OR 97239, 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 special services and advice and desires to obtain Third Party Evaluator Services, hereinafter referred to as "PROJECT" located at Saddleback College in the DISTRICT; and

WHEREAS, CONSULTANT is fully licensed as required by the State of California, experienced and competent to provide CONSULTANT services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - CONSULTANT'S SERVICES AND RESPONSIBILITIES

- 1. **Basic Services**. The CONSULTANT's services shall consist of those services performed by the CONSULTANT, sub consultants and CONSULTANT's employees as enumerated in this AGREEMENT.
- 2. Standard of Care. The CONSULTANT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT the terms hereof and applicable law, code, rule or regulations. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services. To the extent practicable and economically feasible, CONSULTANT agrees to incorporate products and services that conserve natural resources, protect the environment, and are energy efficient.
- 3. Key Individual Assignment. The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate Steven Rider, Ph.D. as Primary Investigator, Kristi Manseth Zimmerman, Ph. D as Project Manager. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the Project. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT's firm that will be associated with the Project. The CONSULTANT shall provide enough qualified personnel to properly perform services required under this AGREEMENT.
- 4. **Replacement of Key Individual**. If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the Project and replace that person with one acceptable to the DISTRICT. A project manager and all lead or key personnel for any

SUBCONSULTANT must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph

- 5. **Relationship of CONSULTANT to Other Project Participants**. CONSULTANT's services hereunder shall be provided in conjunction with contracts between the DISTRICT and others providing services in connection with the PROJECT. The CONSULTANT is responsible for the adequacy, sufficiency and the contents of the PROJECT Documents. The CONSULTANT shall perform its duties in accordance with its contract(s) with the DISTRICT. CONSULTANT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.
- 6. **Equal Employment Opportunity.** CONSULTANT shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 7. Clean Air Act. CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Act as amended (32 U.S.C. 1251 et seq.).
- 8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). CONSULTANT shall file the required certification in accordance with 31 U.S.C. 1352 and shall disclose any lobbying with non-Federal funds that takes place in accordance with 29 CFR part 98.
- 9. Acceptance of Project Schedule. The CONSULTANT shall accept the PROJECT schedule for the performance of the CONSULTANT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.

ARTICLE II - SCOPE OF CONSULTANT'S SERVICES

Services. The Third Party Evaluator Consulting services will include:

<u>Overview</u>

- **1.** Perform a 48 month evaluation with both formative and summative analysis during the programs 36 month implementation.
- **2.** Develop one interim report at the mid-point.
 - **a.** Outline evaluation findings.
 - **b.** Submit to DOL in accordance with DOL regulations.
 - c. Meet with College with recommendations for continuous improvement.
 - (1) Present formative and summative results
 - (2) Present conclusions and implications
 - (3) Provide recommendations for future research
- **3.** Develop one final report.
 - **a.** Outline evaluation findings.
 - **b.** Submit to DOL in accordance with DOL regulations.

- **c.** Perform comparative analyses between mid-point and completion.
- **d.** Meet with College to share findings and outcomes.
 - (1) Present formative and summative results
 - (2) Present conclusions and implications
 - (3) Provide recommendations for future research
- **4.** Assist in a primary role with the required quarterly reporting to DOL.
- 5. Meet with the college two visits per year over four years for a minimum of eight meetings.

Participant Outcomes Assessment

- **1.** Use quasi-experimental design
 - **a.** Feature matched comparison group analysis
 - **b.** Examine participant outcomes and impacts
 - c. Include the nine DOL-required outcome measures.
 - i. Total unique participants served;
 - ii. Total number of participants who have completed a TAACCCT-funded program;
 - **iii.** Total number of participants still retained in their program of study or another TAACCCT-funded program;
 - iv. Total number of participants completing credit hours;
 - v. Total number of participants earning credentials;
 - vi. Total number of participants enrolled in further education after grant-funded program of study completion;
 - vii. Total number of participants employed after grant-funded program of study completion;
 - viii. Total number of participants retained in employment after program of study completion; and
 - ix. Total number of those participants employed at enrollment (for purposes of this reporting, "incumbent workers") who receive a wage increase post-enrollment.
 - **d.** Produce valid and reliable impact estimates with the potential to be similar to experimental evaluation methods.
- 2. Assess outcomes associated with the "Fast Track to Success" (TAACCCT Grant) program
 - a. Develop a matched comparison group composed of students enrolled in named certificate program prior to TAACCCT funded modifications with those engaged during the grant period. Examples include:
 - i. Medical Laboratory Technician
 - ii. Health Information Technology
 - iii. Medical Assistant
 - iv. Nursing
 - **b.** Match treatment groups with a similarly sized comparison group of participants from like programs.
 - i. Identify using appropriate statistical matching techniques, i.e. propensity score matching
 - ii. Covariates will minimally include:
 - 1. Age

- 2. Gender
- 3. Race/Ethnicity
- 4. Assessment scores
- 5. Level of education
- 6. Program of study
- 7. Credentials attained

"Treatment" Group	Matched Comparison Group
Enhanced and streamlined	A statistically similar group of participants in to-be
credit-bearing allied health	transformed programs (approximately 150 total)
programs (approximately 150)	
Participation in the Health	A statistically similar group of students in the same
Career Readiness Program prior	credit-bearing programs who did not participate in
to entry into credit-bearing	the Health Career Readiness Program (approximately
instruction	200)
(approximately 200)	
Incumbent worker "top of	Participants in previously-offered community
practice" skills training	education training for health care workers
Non-credit training for new	Participants in previously-offered entry-level
entrants to the allied health	community education training in allied health
field	

- **c.** Accurately assess causality within the program intervention through the use of a comparison group.
- **d.** Observe the fidelity of the implementation and its impact on the treatment group versus the comparison group.
- **e.** Use observations from the program implementation assessment to inform the design of a valid participant outcome analysis.

Data Sources

- **1.** Review key data identified and collected by the College for use in informing measurement activities within the evaluation.
- **2.** Review existing College reporting protocols to ensure facilitation of measurement for project evaluation. Provide recommendations for improvement if appropriate.
 - **a.** College's institutional data system currently captures demographic , enrollment, and participation information.
 - **b.** Supplemental data will be collected to accurately capture information from students.
- **3.** Coordinate with Saddleback College in the development of tools and protocols for collecting, matching and aggregating core data across the programs.
- **4.** Collaborate with Saddleback College Research Analyst to design an instrument to collect additional information from participants.

- **a.** College data files will be maintained by College
- **b.** Information will be transmitted to Third Party Evaluator for analysis
- 5. Collect employment and wage data through the Santa Ana Workforce Investment Board.
 - a. Match participant outcome data against unemployment insurance wage record data for program participants
 - **b.** Obtain base wage sweep for participants and non-participants using the Job Training Automation system
 - i. Select a statistically similar group of non-participants based upon criteria defined in collaboration with the "Fast Track to Success" project team
 - **c.** Roles and responsibilities will be further defined as progress moves forward with CONSULTANT potentially accepting the primary role.
- **6.** Work with the College to establish formalized data collection activities and review these activities periodically as part of implementing good practice.
- **7.** Coordinate with the College for transmittal of sensitive participant data for program participants and individuals in the comparison groups using a secure data system specified by DOL.
- **8.** Considerations on how to access student data with regard to requirements related to FERPA and UI wage record data (e.g. may require data sharing agreements, informed consent).

Program Implementation Assessment

1. Perform analysis pertaining to the evaluation questions defined in the following table.

Key Questions	Methods	Sources
Program Operations		
How is the particular curriculum selected, used, and/or created?	 Key program staff and employer surveys Document review of key curricula information 	 Input from staff and employers describing approaches to curriculum development Relevant curricula materials
How are programs and program designs improved or expanded using grant funds?	 Analyze partner survey responses Survey and/or interview program staff 	 Partner survey input on perceived program improvements, reflections on program enhancements

What delivery methods are offered?	 Key program staff survey Document review, if available 	 Input from staff Relevant classroom materials
What is the program administrative structure?	 Document review Partner interviews Site visits 	 Program documents Input from administrative staff and key partners, observation
What support services and other services are offered (including career guidance)?	 Program staff survey Follow up interviews Document review Onsite observation 	 Input from staff Relevant marketing materials Tour/observation
What assessment methodologies are used?	 Program staff interviews Document/process review 	 Assessment goals, procedures, tools and applications

- **2.** Ensure compliance with the requirements of grant award.
- **3.** Inform and guide continuous improvement of the program during program duration of 36 months and 12 months beyond.

Schedule. The Third Party Evaluator Services effort is expected to begin upon Board approval at the January Board meeting and end no later than September 30, 2017.

Tasks.The following are the expected tasks and deliverables associated with the Third PartyEvaluator Services effort:

1. Task 1: Project Initiation

Meet with College project team to develop and finalize a detailed work plan and schedule which at a minimum will establish meeting and presentation schedules, clarify roles and responsibilities of both staff and consultant teams, and include an evaluation methodology, in accordance with grant terms and conditions, appropriate to the programs designed to address top of practice and emerging roles.

Deliverables:

- a) Meeting notes
- b) Final work plan and project schedule
- c) Roles and Responsibilities Matrix
- d) Evaluation methodology appropriate to top of practice and emerging roles treatment groups

2. Task 2: Research and Analysis Phase

Review available background materials and any other relevant information relating to the project including, but not limited to:

- S.G.A
- Evaluation Summary Findings
- DOL Requirements
- Website Webinar
- Role of Urban Institute regarding national evaluations

Meet with staff members most knowledgeable about the Project.

Deliverables:

- a) Summary of meeting notes with College representatives and key stakeholders
- b) Draft and final versions of Research and Analysis findings
- c) Roles and Responsibilities Matrix

3. Task 3: Implementation

Based upon comments and information received through Task 2, begin work identified under "Services." above.

Deliverables:

- a) Mid-Point report
- b) Final report
- c) Presentations to the College staff

Note: Scope of work may be modified upon receipt of the DOL response and modifications are expected to be incorporated during Task 1.

ARTICLE III -ADDITIONAL CONSULTANT'S SERVICES

- 1. Additional Compensation. The CONSULTANT shall be given additional compensation for the services described in Article III.
- Notification. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be <u>compensated based on attached standard hourly rates</u>. Such services shall include:
 - a. Making material revisions in documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.

- b. Providing services required because of significant changes in the PROJECT including, but not limited to, size, quality, complexity, or the DISTRICT's schedule.
- c. Providing services in connection with mediation proceedings or legal proceedings except where the CONSULTANT is a party thereto.

ARTICLE IV - RESPONSIBILITY OF THE DISTRICT

- 1. **District Provided Information**. The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria.
- District Representative. The DISTRICT shall appoint a representative authorized to act on the DISTRICT's behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall be responsible for examining all documents submitted by the CONSULTANT and shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT.
- 3. District Notification. The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT's failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 4. **Prompt Payment.** The DISTRICT shall provide prompt PAYMENT for all approved invoices, as provided for in this Agreement.

ARTICLE V: TERM

- 1. **Time is of the Essence**._Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation CONSULTANT's performance of the service required hereunder and DISTRICT's payment of all sums due to CONSULTANT.
- 2. **Term**. Services under this Agreement shall be diligently performed by the CONSULTANT for the period from January 28, 2014 to September 30, 2017. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions. Should services be necessary after the expiration of term, they can be provided as Additional Services in accordance with the Billing Rates as provided in Exhibit "A". Extensions to the duration of the CONSULTANT services shall be addressed as outlined in Article III.

ARTICLE VI - COMPENSATION

The DISTRICT shall compensate the CONSULTANT as follows:

- 1. **Contract Price for Basic Services**. The Contract Price for the CONSULTANT's performance of the Basic Services under this Agreement shall consist of the following:
 - a. Fixed fee

\$159,490

b.	Travel Expenses		\$ 9,000
		TOTAL:	\$168,490

- 2. Price Inclusions. The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the CONSULTANT, travel for personnel to and from District sites, travel required to address Project needs within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura (All CONSULTANT personnel will be considered to originate from the local office- travel from out of town offices to local office will not be considered a reimbursable unless specifically agreed upon in advance between the CONSULTANT and the DISTRICT), insurance and all other overhead/administrative expenses or costs associated with performance of the Basic Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense.
- CONSULTANT Monthly Billing Statements. CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Basic Services for an equal monthly amount of \$3,829.32 distributed over the 44 month duration of the contract for a total of \$168,490, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT.
- 2. DISTRICT Payment of Contract Price. Within thirty (30) days of the date of the District's receipt of CONSULTANT's billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CONSULTANT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Architect or any Contractor.
- 3. Withholding Payment. The DISTRICT may, however, withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CONSULTANT has fully cured it failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 4. Payment in Full. This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.

- 5. **Monthly Payments.** Payments for CONSULTANT services shall be made monthly based on percentage complete of each line item. 100% payment will be made upon DISTRICT acceptance of each phase.
- 6. Late payments. Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 7. Schedule Delay. To the extent that the time initially established for the completion of CONSULTANT's services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time may be computed as follows: <u>at standard hourly rates</u>. See Exhibit A.
- 8. **Reimbursable Expenses.** Reimbursable Expenses incurred by the CONSULTANT and CONSULTANT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review. The District shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.
 - a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and consultants in the interest of the Project.
 - b. Reimbursable expenses shall be expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project. CONSULTANT's normal travel expense (including to and from the project) and meals are excluded.
 - c. Expense of reproductions, except those needed for the use of the CONSULTANT and his or her consultants or identified specifically as a deliverable, postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT's prior written approval.
 - d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
 - e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT's Basic Services will be reimbursed.
 - f. For reimbursable expenses, compensation shall be computed at a multiple of one point one (1.1) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants in the interest of the Project.

g. For additional services of consultants, compensation shall be computed at a multiple of one point one (1.1) times the amounts billed to the CONSULTANT for such services.

Cost + 10%

ARTICLE VII - 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.

ARTICLE VIII - MATERIALS/OWNERSHIP OF DOCUMENTS

CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

- District Ownership of Documents. The documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.
- 2. Documentation. The CONSULTANT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, CONSULTANT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CONSULTANT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 3. Electronic Copy of Documents. The CONSULTANT shall perform the work under this agreement and shall deliver electronic copy of all reports and documentation via CD or DVD in PDF format upon completion of each of the three phases, design, construction, and post construction. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.

4. Copyright/Trademark/Patent. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission, except CONSULTANT shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium

ARTICLE IX - 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.

ARTICLE X - COPYRIGHT/TRADEMARK/PATENT

CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

ARTICLE XI - TERMINATION

- Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.
- 2. Written Notice. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service

pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

- 3. Suspension of Project. The District may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CONSULTANT not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT's services.
- 4. **Abandonment of Project**. If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.
- 5. **Non Payment**. The DISTRICT's failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.

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

- 6. Consultant Compensation. The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 7. Liability for District Damages. In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT's failure to perform as provided in the AGREEMENT.

ARTICLE XII - 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:

- 1. **Injury.** 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
- 2. **Damages.** 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.

ARTICLE XIII – INDEMNITY AND INSURANCE

- 1. **Purchase and Maintain.** CONSULTANT shall purchase and maintain insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
 - a. Workers' Compensation and Employers Liability Insurance. CONSULTANT shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which CONSULTANT may be liable. CONSULTANT shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by CONSULTANT. The Employer's Liability Insurance required of CONSULTANT hereunder may be obtained by CONSULTANT as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by CONSULTANT hereunder.
 - b. Comprehensive General and Auto liability. CONSULTANT shall purchase and maintain Commercial General Liability and Property Insurance as will protect CONSULTANT from the types of claims set forth below which may arise out of or result from CONSULTANT's services under this Agreement and for which CONSULTANT may be legally responsible:
 (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CONSULTANT's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages

arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to CONSULTANT's obligations under this Agreement; and (vi) for completed operations.

Consultant shall purchase and maintain comprehensive general and auto liability insurance with limits of <u>not less than 1,000,000 combined single limit</u>, bodily injury and property damage liability per occurrence, including:

- 1. owned, non-owned and hired vehicles;
- 2. blanket contractual;
- 3. broad form property damage;
- 4. products/completed operations; and
- 5. personal injury.
- c. **Professional liability insurance.** CONSULTANT shall purchase and maintain professional liability insurance including contractual liability, with limits of 1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.
- d. Additional Insured. Each policy of insurance required in (b) above, with the exception of professional liability, shall name DISTRICT, District Board of Trustees, District officers, District agents, District employees, and District Contractors as additional insureds and shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance stated in (a) and (b) above shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy.
- 2. State Authorized Insurers. 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.
- 3. **Delivery of Certificates.** Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of

insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE XIV – DISPUTES, MEDIATION AND LITIGATION

- 1. Work to Continue. In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 2. **Mediation Requirements**. All claims, disputes or controversies arising out of or relating to the Project or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.

ARTICLE XV - MISCELLANEOUS

- 1. Affirmative Action. CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 2. **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 services covered by this AGREEMENT or accruing out of the performance of such services.
- 3. **CONSULTANT Accounting Records**. Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONSULTANT, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this agreement. During this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 4. **Cumulative Rights; Non Waiver**. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. 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.

- 5. **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. Additionally, No member, officer or employee of the DISTIRCT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
- 6. **Full Force of Remaining Contract**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 7. **Governing Law**. This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
- 8. **Marginal Headings; Captions**. The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.
- 9. **Non-Assignment**. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and / or control of CONSULTANT firm shall be deemed and assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.
- 10. **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.
- 11. **Notifications**. 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 requiring signature acknowledging receipt, 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.

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

DISTRICT	CONSULTANT
Donna Rane-Szostak	Stephen Rider, Ph.D.
South Orange County	Pacific Research & Evaluation, LLC
Community College District	3507 SW Corbett Avenue
28000 Marguerite Parkway	Portland, OR 92739
Mission Viejo, CA 92692	(503) 595-3970

- 13. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.
- 14. **Binding Agreement**. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

This AGREEMENT entered into as of the day and year first written above.

DISTRICT

CONSULTANT

South Orange County Community College District

Pacific Research & Evaluation, LLC

Ву:_____

Dr. Debra L. Fitzsimons Vice Chancellor, Business Services Ву:_____

Steven Rider, Ph.D. President

(Date)

(Date)

(Taxpayer number)

EXHIBIT A

HOURLY RATES FOR BILLING EXTRA WORK

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

CONSULTANT Services	<u>Fee Per Hour</u>
Principal	\$124
Project Manager	\$ 70
Associate	\$ 65
Assistant	\$ 38
Clerical Staff I	\$ 38
Clerical Staff II	\$ 15

SAMPLE: TEMPLATE FOR MONTHLY INVOICE

Invoices for services shall be provided once per month and within 60 calendar days of performance of the services.

Invoice		
Project Manager	Date:	March 1, 2014
South Orange County Community College District		
28000 Marguerite Parkway	Consultant Invoice numbe	r: 01
Mission Viejo, Ca. 92692-3635	Purchase Order:	<u>TBD</u>

Project: Saddleback College External Evaluator Services

Pacific Research and Evaluation, LLC

3507 SW Corbett Avenue Portland, OR 97239 (503) 595-3970

Professional Services from February 01,2014 – February 28, 2014

	Percent		%		Previous	Current	Balance
Billing	of Fee	Fee	Comp	Earned	Billing	Billing	Remaining
Monthly Fixed Fee	22.7	168,490	22.7	3,829.32	0.00	3,829.32	164,660.68
REVISED CONTRACT AMOUNT		168,490	0.00	0.00	0.00	0.00	164,660.68
Reimbursable Expenses							

List reimbursable items

Total Reimbursable at 1.1 times	0	0	1.1	0	0

TOTAL THIS INVOICE

3,829.32

ITEM: 5.19 DATE: 1/27/14

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- RE: SOCCCD: Adoption of Resolution No. 14-01 Voided or Stale-dated Warrants (Checks)
- **ACTION:** Approval

BACKGROUND

Pursuant to Education Code §85270 and Government Code §29802, any warrant issued is considered to be void if not presented for payment within six months after its issue date. Warrants that have been stale-dated can be reissued if authorized by the Board. Any such reissuance shall be subject to the same limitations as the original warrant which it replaces.

<u>STATUS</u>

To facilitate the effective replacement of void or stale-dated warrants, the District has prepared the attached resolution authorizing the Chancellor; Vice Chancellor, Business Services; and the Executive Director, Fiscal Services/Comptroller to draw new warrants in favor of the payee or assignee or legal representative of the payee to replace the original voided warrant without individual order of the Board of Trustees within two years from the date on which the original warrant became void.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Adoption of Resolution No. 14-01 Voided or Stale-dated Warrants (Checks).

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

RESOLUTION 14-01

Resolution Regarding Voided or Stale-dated Warrants (Checks)

WHEREAS, Education Code §85270 and Government Code §29802 provided that the Board of Trustees may by resolution authorize the Auditor-Controller to draw new warrants within the limitations prescribed by the resolution without prior individual order of the Board of Trustees, provided the limitations prescribed by Education Code §85270 and Government Code §29802 have been complied with; and,

WHEREAS, it is in the interest of efficient replacement of voided warrants that the Auditor-Controller be so authorized; and,

WHEREAS, the payee, assignee or legal representative of the payee of any voided warrant may present the warrant to the Board of Trustees of the District or declare by affidavit that the warrant was lost or destroyed; and,

WHEREAS, the Board of Trustees may adopt a resolution that authorizes its designee to draw a new warrant in favor of the payee, assignee or legal representative of the payee in the same amount as the original voided warrant and subject to the same limitation as the original voided warrant.

NOW, THEREFORE, BE IT RESOLVED and ordered by the Board of Trustees of the South Orange County Community College District that:

- 1. The Auditor-Controller is hereby authorized to draw new warrants to replace voided warrants without individual order of the Board of Trustees.
- 2. The District's Chancellor, Vice Chancellor of Business Services, or the Executive Director of Fiscal Services/Comptroller, are hereby also authorized to draw new warrants in favor of the payee or assignee or legal representative of the payee to replace the original voided warrant without individual order of the Board of Trustees within two years from the date on which the original warrant became void.
- 3. Any new warrant shall not exceed the amount of the original voided warrant and any such new warrant issued shall be subject to the same limitations as the original voided warrant.
- 4. The limitations prescribed by Education Code §85270 and Government Code §29802 have been complied with, which sections are incorporated herein by reference.

ADOPTED, SIGNED AND APPROVED the 28th day of January, 2014.

President of the Board of Trustees of South Orange County Community College District Resolution No.: 14-01

I, T.J. Prendergast III, President of the Board of Trustees of the South Orange County Community College District, do hereby certify that the foregoing Resolution was adopted by the Board of said District at a meeting of said Board held on the 28th day of January, 2014, and that it was so adopted by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

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

ITEM: 5.20 DATE: 1/27/14

TO:	Board of	Trustees
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FROM: Gary L. Poertner, Chancellor

- RE: SOCCCD: Academic Year 2014-2015 Non-Resident Tuition Fees for Foreign & Out-Of-State Students
- **ACTION:** Approval

BACKGROUND

The California Education Code, Section 76140, requires each community college district of the state to establish a non-resident tuition fee no later than February 1 for the succeeding fiscal year. This rate is based on the expense of education per FTES for the previous fiscal year, modified by the projected increase in the U.S. Consumer Price Index for the current year and the year in which the fee will be in effect. The current fiscal year non-resident tuition fee is \$190 per unit.

Pursuant to Education Code Section (ECS) 76141, a district <u>may</u> also charge all nonresident students a capital outlay fee. Revenue derived from this fee shall be expended for purposes of capital outlay, maintenance, and equipment. Any fee charged pursuant to this section is limited by the following: 1) the amount that was expended by the district for capital outlay in the preceding fiscal year divided by the total full-time equivalent students of the district in the preceding year; <u>OR</u> 2) 50% of the FY 2012-2013 nonresident tuition fee adopted pursuant to EC 76140. The current fiscal year capital outlay fee is \$33 per semester unit.

In addition to the non-resident tuition fee, Chapter 170, Statutes of 1992, also added ECS 76142, which authorized districts to charge non-resident applicants a processing fee not to exceed the lesser of: the actual cost of processing an application and other documentation required by the federal government, <u>OR</u> \$100. The fee is non-refundable if students fail to enroll subsequent to making an application for enrollment. The current fiscal year application fee is \$54. A report of estimated non-resident related fees was presented to the Board of Trustees at the November 25, 2013 board meeting.

STATUS

The District rate for the academic year 2014-2015 may be established under one of seven prescribed options: the statewide average cost; the District average cost; the District average cost with 10% or more noncredit FTES; fee of a contiguous district; a rate that is no more than the District average cost but no less than statewide average cost as shown in EXHIBIT A, Non-Resident Tuition Fee Worksheet; highest years statewide average tuition; and no more than 12 comparable states' average tuition.

The statewide rate, representing the average statewide projected cost of education students is \$193 per semester unit; the calculated District rate is \$186 per semester unit; and the highest years statewide average tuition is \$193. The additional amount for capital outlay that can be levied under ECS 76141 is \$21 per semester unit. The actual document processing application fee has been calculated at \$62 as shown in EXHIBIT A.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt an academic year 2014-2015 non-resident tuition fee of \$193 per semester unit based on the "Statewide average cost" option. It is further recommended to decrease the capital outlay fee authorized by Education Code Section 76141 to the calculated \$21 per semester unit rate based on capital outlay and maintenance needs of the colleges, and maintain the current \$54 per semester application fee as authorized by Education Code Section 76142.

California Community Colleges 2014-15 Nonresident Fees Worksheet

EXHIBIT A PAGE 1 OF 3

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 1 THROUGH 7

	2014-15 NONRESIDENT TUITION FEE (EC 76140)	(<i>Col. 1</i>) Statewide	(Col. 2) District	(<i>Col. 3</i>) 10% or More Noncredit FTES
Α.	Expense of Education for Base Year (2012-13 CCFS 311, Expenditures by Activity Report, AC 0100-6700, Cols: 1-3)	<u>\$6,447,535,542</u>	\$ <u>150,242,731</u>	\$
В.	Annual Attendance FTES (2012-13 Audit Report)	<u>1,148,862</u>	<u>27,804</u>	
C.	Average Expense of Education per FTES (A \div B)	\$ <u>5,612</u>	<u>\$5,404</u>	\$
D.	U.S. Consumer Price Index Factor (2 years)	x <u>1.031</u>	<u>x 1.031</u>	<u>x 1.031</u>
E.	Average Cost per FTES for Tuition Year (C x D)	\$ <u>5,786</u>	<u>\$5,572</u>	\$
F.	Average Per Unit Nonresident Cost – Semester (Qtr)	\$ <u>193</u> (\$ <u>129</u>)	<u>\$186</u>	\$
G.	Statewide average – Semester (Qtr)	\$ <u>193</u> (\$ <u>129</u>)	<u>\$193</u>	\$
Н.	Comparable 12 state average – Semester (Qtr)	\$ <u>388</u> (\$ <u>259</u>)	<u>\$388</u>	\$

Annual Attendance FTES includes all student contact hours of attendance in credit and noncredit courses for resident students, nonresident students and apprentices; however apprentice hours are divided by 525 to compute an FTES equivalent. Round tuition fee to the nearest dollar.

Column 3 is an option for use by a district with ten percent or more noncredit FTES (Section 76140(e)(1)(A)). If your district qualifies, then fill out this column with noncredit FTES and noncredit expense of education data excluded.

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 6 OR 7

Option 6 'Highest Years Statewide Average Tuition'. Use the greater of the succeeding year, the current year or any of the four prior year's statewide average nonresident tuition fee calculation, which is \$193 per semester unit.

Option 7 'No more than 12 Comparable States Average Tuition'. No greater than the 2012-13 average nonresident tuition fee of public community colleges in a minimum or 12 states comparable to California in cost of living. This average is calculated to be \$388 per semester unit or \$259 per quarter unit.

Requirement for Use of Option 6 or 7: The additional revenue generated by the increased nonresident tuition permitted under options 6 or 7 shall be used to expand and enhance services to resident students (*EC 76140(e)(2)*. Districts meeting one or more criteria below shall be considered in compliance with the requirements of EC 76140(e)(2). Please check all that apply:

Revenue from nonresident tuition was less than 5% of total general fund revenue.

Actual resident FTES was greater than funded resident FTES.

Percent expenditures for counseling and student services were greater than statewide average (AC 6300 plus 6400 divided by AC 0100-6700, Cols. 1-3).

Percent expenditures for instructional services were greater than statewide average (AC 0100-5900 divided by AC 0100-6700, Cols. 1-3.

NONRESIDENT CAPITAL OUTLAY FEE (ECS 76141)

The district governing board at its January 27, 2014 meeting adopted a nonresident tuition fee of

\$ 193 per semester unit.

Basis for adoption is (*place an X in <u>one</u> box only*).

x 1. Statewide average cost, per column 1.

- 2. District average cost, per column 2.
 - 3. District average cost with 10% or more noncredit FTES, per column 3.

4. Contiguous district. ______. (Specify district and its fee).

- 5. No more than district average cost (Col. 2 or 3); no less than statewide average cost.
- 6. Statewide average cost, from 2012-13 (\$193 per semester unit; \$129 per quarter unit).
- 7. No more than average tuition of 12 states with cost of living comparable to California.

NONRESIDENT CAPITAL OUTLAY FEE (EC 76141)

For districts electing to charge a **capital outlay fee** to <u>**any**</u> nonresident student, please compute this fee as follows:

- a. Capital Outlay expense for 2012-13 \$17,805,083
- b. FTES for 2012-13 27,804
- c. Capital outlay expense per FTES (line a divided by line b) \$640
- d. Capital Outlay Fee per unit:
 - 1. Per semester unit (line c divided by 30 units) <u>\$21</u>

2. Per quarter unit (line c divided by 45 units)

e. 2014-15 Nonresident Student Capital Outlay Fee (the lesser of line d OR 50% of adopted 2012-

13 Nonresident Tuition Fee) <u>\$21</u>

The district governing board at its January 27, 2014 meeting adopted a **<u>nonresident capital outlay</u> <u>fee</u>** of <u>\$21</u> per semester unit.

Upon adoption of nonresident tuition and/or capital outlay fees by your district governing board by February 1, 2014, please submit a copy of this report by *February 14, 2014* to:

California Community Colleges Chancellor's Office Fiscal Services Unit 1102 Q Street, 4th Floor Sacramento, CA 95811-6549 FAX (916) 323-3057

District South Orange County Community College District

Contact Person Debra Fitzsimons

Phone Number & email <u>949-582-4664 / dfitzsimons@socccd.edu</u>

2014/15 Capital Outlay Fee Calculation * E.C.S. 76142

A. Total Capital Outlay 2012/13	\$ 17,805,083
B. FTES for 2012/13	27,804
C. Foreign Student Charge per Academic Year (A / B)	\$ 640
D. Calculated 2014/15 Capital Outlay Fee, per unit (C / 30)	\$ 21
E. Capital Outlay Fee, per unit Recommended **	\$ 21

2014/15 Application Fee Calculation E.C.S. 76142

A. Admissions & Records Operating Expense for 2011/12 (per CCFS-311, A.C. 6200)	\$ 3,475,307
B. FTES for 2012/13	27,804
C. Student cost per academic year (A / B)	\$ 125
D. Calculated 2014/15 Application fee, per semester (C / 2)	\$ 62
E. Application fee, per semester Recommended **	\$ 54

Comparison of Non-Resident Fees

	<u>2011-2012</u>		<u>2012-2013</u>		<u>2013-2014</u>		<u>2014-2015***</u>	
Non-Resident Tuition	\$	179	\$	179	\$	190	\$	193
Capital Outlay Fee	\$	25	\$	32	\$	33	\$	21
Application Fee	\$	54	\$	54	\$	54	\$	54

* This portion of the Ed Code was amended by AB 947 (Chapter 377, statutes of 2009) to now charge this capital outlay fee to <u>ANY</u> nonresident student - <u>except</u> for "AB 540" students, who will continue to be exempt from this fee. AB 947 deleted the condition that a nonresident student capital fee will be charged <u>only</u> to nonresidents that were citizens and residents of a foreign country.

** SUGGESTED 2014/15 FEES

ITEM: 5.21 DATE: 1/27/14

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: Authorization for District Institutional Memberships FY 2013-2014
- **ACTION:** Approval

BACKGROUND

South Orange County Community College District Board Policy 3220 requires an annual approval of institutional memberships, which we submit twice a year in January and July.

STATUS

Members of the staff of the District and colleges have benefited by participation in various professional organizations. District and college officials have identified the organizations in EXHIBIT A as the participation memberships for FY 2013-2014.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the FY 2013-2014 memberships and estimated dues for organizations represented in EXHIBIT A.

South Orange County Community College District

Institutional Memberships January 2014 Summary

Location	July <u>FY 13-14</u>		January <u>FY 13-14</u>	<u>[</u>	<u>Difference</u>
District Services Saddleback College	\$ 63,215.00 \$ 140,497.10	\$ \$	63,944.00 168,972.10	\$ \$	729.00 28,475.00
Irvine Valley College	\$ 68,648.00	\$	74,286.00	<u>\$</u>	5,638.00
Grand Total:	\$272,360.10	\$	307,202.10	\$	34,842.00

January-2014

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT SERVICES MEMBERSHIPS 2013-2014

		2013-2014				
				July FY 13-14	January FY 13-14	Difference
		OFFICE OF THE GOVERNING BOARD (10)				
*	10 10	Association of Governing Boards of Universities and Colleges (AG Orange County School Board Association (OCSBA)	B)	2,600.00 125.00	2,675.00 125.00	75.00 0.00
		SUBTO	TAL	2,725.00	2,800.00	75.00
		OFFICE OF THE CHANCELLOR (11)				
*		American Association of Community Colleges (AACC) Community College League of California (CCLC) Orange County Business Council (OCBC)	_	1,160.00 40,000.00 1,668.00	1,160.00 40,404.00 1,668.00	0.00 404.00 0.00
		SUBTO		42,828.00	43,232.00	404.00
		OFFICE OF PUBLIC INFORMATION (11)				
	11 11 11	National Council for Marketing & Public Relations (NCMPR) Orange County Public Affairs Association (OCPAA) South Orange County Chamber of Commerce	_	350.00 50.00 235.00	350.00 50.00 235.00	0.00 0.00 0.00
		SUBTO	TAL_	635.00	635.00	0.00
		OFFICE OF TECHNOLOGY AND LEARNING SERVICES (12)				
	12 12	Association for Institutional Research (AIR) Research and Planning Group for Calif. Comm. Colleges (the RP Group Society for College and University Planning (SCUP) The Data Warehousing Institute (TDWI))	135.00 350.00 810.00 1,500.00	135.00 350.00 810.00 1,500.00	0.00 0.00 0.00 0.00
		SUBTO OFFICE OF BUSINESS SERVICES (13)	TAL_	2,795.00	2,795.00	0.00
	13 13	Association of Defense Communities Calif. Assoc. of School Bus. Officials (CASBO) Community College Facilities Coalition (CCFC) Public Agency Risk Managers Association (PARMA) National Assoc. of College & University Business Officers (NACUBO) Design Build Institute of America (DBIA)		200.00 912.00 1,100.00 100.00 2,985.00 500.00	200.00 912.00 1,100.00 100.00 2,985.00 500.00	0.00 0.00 0.00 0.00 0.00 0.00
		SUBTO		5,797.00	5,797.00	0.00
		OFFICE OF HUMAN RESOURCES (14)				
*	14 14	Assn. of Chief H.R.Off./Equal Employ. Opportunity Off. (ACHRO/EE Cooperative Org. for the Dev. of Employee Selection Procedures (CODESP) So. Cal. Comm. College Dist. Employment Relations Consortium (LCW Videoconference)		200.00 1,850.00 3,250.00	450.00 1,850.00 3,250.00	250.00 0.00 0.00
	14	So. Thirty Human Resources Consortium (Southern 30)	_	200.00	200.00	0.00
		SUBTO	TAL	5,500.00	5,750.00	250.00

January-2014

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT SERVICES MEMBERSHIPS 2013-2014

	OFFICE OF INFORMATION TECHNOLOGY (15)	July FY 13-14	January FY 13-14	Difference
15 15	EDUCAUSE (Professional Assoc. for Computing & Information) Information Systems Security Association (ISSA)	2,780.00 155.00	2,780.00 155.00	0.00 0.00
	SUBTOTAL_	2,935.00	2,935.00	0.00
	TOTAL DISTRICT MEMBERSHIPS	\$63,215.00	\$63,944.00	\$729.00

* Changes from July 2013 list.

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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT SADDLEBACK COLLEGE MEMBERSHIPS 2013-2014

	2013-2014			
	OFFICE OF THE PRESIDENT (20)	July FY 13-14	January FY 13-14	Difference
20	American Association of Community Colleges (AACC)	17,000.00	17,000.00	0.00
20	National Association of President Assistants in Higher Education (NAPAHE)	85.00	85.00	0.00
20	Orange County Business Concil (OCBC) - moved from (50)	1,666.00	1,666.00	0.00
20	Western Association of Schools & College Accreditation Commission for Colleges (WAS)	2) 30,000.00	30,000.00	0.00
	SUBTOT	AL 48,751.00	48,751.00	0.00
	OFFICE OF PHYSICAL PLANT (21)			
21	Assn. of Physical Plant Adm. of Universities and Colleges (APPA)	960.00	960.00	0.00
	SUBTOT	AL 960.00	960.00	0.00
	OFFICE OF INSTRUCTION (22)			
22	Association of Continuing & Community Education (ACCE)	60.00	60.00	0.00
22	California Community Colleges Chief Instructional Officers (CCCCIO)	600.00	600.00	0.00
22	Honors Transfer Council of California (HTCC)	75.00	90.00	15.00
22	National College Testing Association (NCTA)	175.00	250.00	75.00
22	National Collegiate Honors Council (NCHC)	500.00	600.00	100.00
22	Western Regional Honors Council (WRHC)	75.00	75.00	0.00
	SUBTOT	AL 1,485.00	1,675.00	190.00
	OFFICE OF THE ACADEMIC SENATE (23)			
23	Academic Senate for California Community Colleges (ASCCC)	3,831.60	3,831.60	0.00
	SUBTOT	AL 3,831.60	3,831.60	0.00
	OFFICE OF STUDENT SERVICES (24)			
24	American College Health Association (ACHA)	2,000.00	2,000.00	0.00
24	California Community Colleges Chief Student Services Administrators Association (CCCCSS		300.00	0.00
24 24	Health Services Association for California Community Colleges (HSACCC) National Association for the Education of Young Children (NAEYC)	150.00 900.00	150.00 <i>0.00</i>	0.00 (900.00)
	SUBTOT	AL 3,350.00	2,450.00	(900.00)
	OFFICE OF FINANCIAL AID & STUDENT SERVICES (26)			
00		0,500,00	2 526 00	0.00
26	National Assoc. of Student Financial Aid Administrators (NASFAA)	2,526.00	2,526.00	0.00
	SUBTOT	AL 2,526.00	2,526.00	0.00
	OFFICE OF ADMISSIONS, RECORDS & ENROLLMENT SERVICES (30)			
30	Amer. Assoc. of Collegiate Registrars & Adm. Off. (AACRAO)	1,421.00	1,236.00	(185.00)
30	Calif. Assoc. of Comm. College Registrars & Adm. Officers (CACCRAO)	200.00	200.00	0.00
30	Consortium of So. Calif. Colleges and Universities (CSCCU) National Association of Foreign Student Advisors (NAFSA)	250.00	250.00	0.00
30		385.00	419.00	34.00
		AL 2,256.00	2,105.00	(151.00)
	OFFICE OF COMMUNITY EDUCATION & CONTRACT EDUCATION (31)			
31	Association of Continuing & Community Education (ACCE)	159.00	159.00	0.00
	SUBTOT	AL 159.00	159.00	0.00
	OFFICE OF SAFETY & SECURITY (34)			
34 24	California College & University Police Chief Association (CCUPCA)	135.00	100.00	(35.00)
34	International Association of Campus Law Enforcement Administrators (IACLEA)	0.00	225.00	225.00
	SUBTOT	AL 135.00	325.00	190.00

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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT SADDLEBACK COLLEGE MEMBERSHIPS 2013-2014

	2013-2014				
			July	January	Difference
			FY 13-14	FY 13-14	
	OFFICE OF STUDENT DEVELOPMENT (36)				
36	Alpha Gamma Sigma (AGS) Honor Society		50.00	50.00	0.00
36	American Institute of Architecture Students (AIAS)		275.00	275.00	0.00
36	California Nurses Student Association (CNSA)		30.00	30.00	0.00
36	Circle K		540.00	540.00	0.00
36	National Student Nurses Association (NSNA)		70.00	70.00	0.00
36	Phi Theta Kappa (PTK)		55.00	55.00	0.00
36	PSI Beta		50.00	50.00	0.00
		-			
		SUBTOTAL	1,070.00	1,070.00	0.00
	OFFICE OF COLLEGE PUBLICATIONS (38)				
20	Community College Bublic Balations Organization (CCBBO)		175.00	175.00	0.00
38 38	Community College Public Relations Organization (CCPRO) National Council for Marketing and Public Relations (NCMPR)		175.00 450.00	450.00	0.00
30	National Council for Marketing and Public Relations (NCMPR)	_	450.00	450.00	0.00
		SUBTOTAL	625.00	625.00	0.00
	OFFICE OF COLLEGE FOUNDATION (39)	_			
39	Association of Fundraising Professional		0.00	325.00	325.00
39	Association for Healthcare Philanthropy (AHP)		992.00	0.00	(992.00)
39	Council for Advancement and Support of Ed (CASE)		1,780.00	1,915.00	135.00
39	Council for Aid to Education (CAE)		600.00	600.00	0.00
39	Council on Resource Development (CRD)		195.00	650.00	455.00
39	National Association of Athletic Dev. Directors (NAADD)		360.00	0.00	(360.00)
39	Network of Calif. Community College Foundations (NCCCF)		450.00	450.00	0.00
39	Partnership for Philanthropic Planning Orange County (PPPOC)		275.00	350.00	75.00
		SUBTOTAL	4,652.00	4,290.00	(362.00)
	OFFICE OF PLANNING, RESEARCH & Accreditation (43)				
43	Association for Institutional Research (AIR)		250.00	250.00	0.00
43	The Research and Planning Group (the RPA Group)	_	350.00	350.00	0.00
		SUBTOTAL	600.00	600.00	0.00
	OFFICE OF GRANTS & CONTRACTS (44)				
44	Education Advisory Board Community College Forum		0.00	29,500.00	29,500.00
44	Grant Professionals Association (GPA)		200.00	200.00	0.00
44	National Association of College and University Food Services (NACUFS)	SUBTOTAL	0.00 200.00	210.00 29,910.00	<u>210.00</u> 29,710.00
		SUBTUTAL	200.00	29,910.00	29,710.00
	DIVISION OF BUSINESS SCI. & ECONOMIC & WORKFORCE DEVMT. (50))			
50	Aliso Viejo Chamber of Commerce		175.00	175.00	0.00
50	California Association for Local Economic Development (ASTD)		80.00	80.00	0.00
50	CA Internship & Work Force Experience Assoc. (CIWEA)		150.00	150.00	0.00
50	California Placement Association (CPA)		125.00	125.00	0.00
50	Dana Point Chamber of Commerce		100.00	100.00	0.00
50	Mission Viejo Chamber of Commerce		150.00	150.00	0.00
50	Mountain Pacific Assoc. of Colleges and Employers (MPACE)		150.00	150.00	0.00
50	National Assoc. of Colleges and Employers (NACE)		400.00	400.00	0.00
50	National Association for Community College Entrepreneurship (NACCE)		750.00	750.00	0.00
50	Laguna Niguel Chamber of Commerce		125.00	125.00	0.00
50	Lake Forest Chamber of Commerce		175.00	175.00	0.00
50	Orange County Business Council (OCBC) - moved to (20)		1,666.00	0.00	(1,666.00)
50	Rancho Santa Margarita Chamber of Commerce		150.00	150.00	0.00
50	San Clemente Chamber of Commerce		249.00	249.00	0.00
50	San Juan Capistrano Chamber of Commerce		135.00	135.00	0.00
50	So Orange County Regional Chamber of Commerce	-	5,000.00	5,000.00	0.00
		SUBTOTAL	9,580.00	7,914.00	(1,666.00)

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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT SADDLEBACK COLLEGE MEMBERSHIPS 2013-2014

51 51 51 51					
51 51	DIVISION OF COUNSELING SERVICES (51)		July FY 13-14	January FY 13-14	Difference
51	California Community College Association		50.00	50.00	0.00
	California Community College Counselors Association		15.00	15.00	0.00
51	California Community Colleges Matric Professionals Associat	ion	75.00	75.00	0.00
	South Coast Higher Education Council (SCHEC)		50.00	50.00	0.00
51	Southern Calif. Intersegmental Articulation Council (SCIAC)	-	75.00	75.00	0.00
		SUBTOTAL	265.00	265.00	0.00
	DIVISION OF ADVANCED TECHNOLOGY & APPLIED SC	IENCES (52)			
52	American Horticulture Society		0.00	40.00	40.00
52	American Society of Landscape Architects (ASLA)		438.00	438.00	0.00
52	Automotive Engine Rebuilders Association (AERA)		200.00	251.00	51.00
52	Automotive Service Council		25.00	25.00	0.00
52	Automotive Transmission Rebuilders Association (ATRA	()	300.00	395.00	95.00
52	California Automotive Teachers (CAT)		100.00	100.00	0.00
52	California Landscape Contractors Association		0.00	83.00	83.00
52 52	California Native Plant Society (CNPS)		75.00 No Eco	75.00	0.00
52 52	Comptia Costume Society of America (CSA)	*NO FEE MEMBERSHIP	No Fee 115.00	No Fee 115.00	No Fee 0.00
52 52	Fashion Business Inc.		500.00	500.00	0.00
52 52	International Texlile & Apparel Association (ITAA)		300.00	300.00	0.00
52 52	National Career Pathways Network (NCPN)		750.00	750.00	0.00
52	National Council for Science and the Environment (NCSE)		3000.00	3,000.00	0.00
52	National Coalition of Advance Technology Centers (NCATC)		600.00	600.00	0.00
52	National Kitchen & Bath Assoc. (NKBA)		300.00	600.00	300.00
52	National Technical Honor Society (NTHS)	*NO FEE MEMBERSHIP	No Fee	No Fee	No Fee
52	North American Council of Automotive Teachers (NACAT)		450.00	450.00	0.00
52	SP2 Safety Membership		200.00	200.00	0.00
52	Society for Conservation Biology (SCB)		29.00	29.00	0.00
52	Society for Ecological Restoration-California (SERCAL)		45.00	50.00	5.00
52	Southern CA Regional Transit Training Consortium (SCRTTC	C)	500.00	500.00	0.00
52	Southern California Horticulture Society		0.00	35.00	35.00
52	Surface Design Association		100.00	100.00	0.00
52	US Green Building Council (USGBC)	-	300.00	300.00	0.00
		SUBTOTAL_	8,327.00	8,936.00	609.00
	DIVISION OF LIBERAL ARTS (53)				
	Associated College Press (ACP)		100.00	100.00	
53			139.00	139.00	0.00
53	Journalism Association of Community Colleges (JACC)		500.00	500.00	0.00
53 53	Journalism Association of Community Colleges (JACC) National Association of Hispanic Journalist		500.00 75.00	500.00 75.00	0.00 0.00
53 53 53 53	Journalism Association of Community Colleges (JACC)	_	500.00	500.00	0.00
53 53	Journalism Association of Community Colleges (JACC) National Association of Hispanic Journalist		500.00 75.00	500.00 75.00	0.00 0.00
53 53	Journalism Association of Community Colleges (JACC) National Association of Hispanic Journalist	SUBTOTAL	500.00 75.00 75.00	500.00 75.00 75.00	0.00 0.00 0.00
53 53 53 53	Journalism Association of Community Colleges (JACC) National Association of Hispanic Journalist Society of Professional Journalist DIVISION OF HEALTH, HUMAN SERVICES (54) American Academy of Professional Coders (AAPC)	_	500.00 75.00 75.00	500.00 75.00 75.00 789.00 120.00	0.00 0.00 0.00 0.00
53 53 53 54 54	Journalism Association of Community Colleges (JACC) National Association of Hispanic Journalist Society of Professional Journalist DIVISION OF HEALTH, HUMAN SERVICES (54) American Academy of Professional Coders (AAPC) American Health Information Management Association (AHIM	_	500.00 75.00 789.00 120.00 165.00	500.00 75.00 789.00 120.00 165.00	0.00 0.00 0.00 0.00 0.00 0.00
53 53 53 54 54 54	Journalism Association of Community Colleges (JACC) National Association of Hispanic Journalist Society of Professional Journalist DIVISION OF HEALTH, HUMAN SERVICES (54) American Academy of Professional Coders (AAPC) American Health Information Management Association (AHIM American Health Info. Mgmt. Assoc. Virtual Lab (AHIMA)	– IA)	500.00 75.00 789.00 120.00 165.00 3,750.00	500.00 75.00 75.00 789.00 120.00 165.00 3,750.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00
53 53 53 54 54 54 54 54	Journalism Association of Community Colleges (JACC) National Association of Hispanic Journalist Society of Professional Journalist DIVISION OF HEALTH, HUMAN SERVICES (54) American Academy of Professional Coders (AAPC) American Health Information Management Association (AHIM American Health Info. Mgmt. Assoc. Virtual Lab (AHIMA) Association of Women's Health, Obstetric Neonatal Nurses (<i>A</i>	– IA)	500.00 75.00 789.00 120.00 165.00 3,750.00 168.00	500.00 75.00 789.00 120.00 165.00 3,750.00 168.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
53 53 53 54 54 54 54 54 54	Journalism Association of Community Colleges (JACC) National Association of Hispanic Journalist Society of Professional Journalist DIVISION OF HEALTH, HUMAN SERVICES (54) American Academy of Professional Coders (AAPC) American Health Information Management Association (AHIM American Health Info. Mgmt. Assoc. Virtual Lab (AHIMA) Association of Women's Health, Obstetric Neonatal Nurses (ABC)	- IA) AWHONN)	500.00 75.00 789.00 120.00 165.00 3,750.00 168.00 215.50	500.00 75.00 789.00 120.00 165.00 3,750.00 168.00 215.50	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
53 53 53 54 54 54 54 54 54 54 54	Journalism Association of Community Colleges (JACC) National Association of Hispanic Journalist Society of Professional Journalist DIVISION OF HEALTH, HUMAN SERVICES (54) American Academy of Professional Coders (AAPC) American Health Information Management Association (AHIM American Health Info. Mgmt. Assoc. Virtual Lab (AHIMA) Association of Women's Health, Obstetric Neonatal Nurses (<i>i</i> Board of Registered Nursing California Association for Alcohol & Drug Educators (CAADE)	- IA) AWHONN)	500.00 75.00 789.00 120.00 165.00 3,750.00 168.00 215.50 200.00	500.00 75.00 75.00 789.00 120.00 165.00 3,750.00 168.00 215.50 200.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
53 53 53 54 54 54 54 54 54 54 54	Journalism Association of Community Colleges (JACC) National Association of Hispanic Journalist Society of Professional Journalist DIVISION OF HEALTH, HUMAN SERVICES (54) American Academy of Professional Coders (AAPC) American Health Information Management Association (AHIM American Health Info. Mgmt. Assoc. Virtual Lab (AHIMA) Association of Women's Health, Obstetric Neonatal Nurses (<i>J</i> Board of Registered Nursing California Association for Alcohol & Drug Educators (CAADE) CAAHEP (EMT/Paramedic)	- IA) AWHONN)	500.00 75.00 75.00 789.00 165.00 3,750.00 168.00 215.50 200.00 450.00	500.00 75.00 75.00 789.00 165.00 3,750.00 168.00 215.50 200.00 450.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
53 53 53 54 54 54 54 54 54 54 54 54	Journalism Association of Community Colleges (JACC) National Association of Hispanic Journalist Society of Professional Journalist DIVISION OF HEALTH, HUMAN SERVICES (54) American Academy of Professional Coders (AAPC) American Health Information Management Association (AHIM American Health Info. Mgmt. Assoc. Virtual Lab (AHIMA) Association of Women's Health, Obstetric Neonatal Nurses (<i>ABOR Journal of Registered Nursing</i> California Association for Alcohol & Drug Educators (CAADE) CAAHEP (EMT/Paramedic) California Paramedic Program Directors	- IA) AWHONN)	500.00 75.00 789.00 120.00 165.00 3,750.00 168.00 215.50 200.00 450.00 50.00	500.00 75.00 75.00 789.00 165.00 3,750.00 168.00 215.50 200.00 450.00 50.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
53 53 53 54 54 54 54 54 54 54 54 54 54 54	Journalism Association of Community Colleges (JACC) National Association of Hispanic Journalist Society of Professional Journalist DIVISION OF HEALTH, HUMAN SERVICES (54) American Academy of Professional Coders (AAPC) American Health Information Management Association (AHIM American Health Info. Mgmt. Assoc. Virtual Lab (AHIMA) Association of Women's Health, Obstetric Neonatal Nurses (A Board of Registered Nursing California Association for Alcohol & Drug Educators (CAADE) CAAHEP (EMT/Paramedic) California Paramedic Program Directors CoAEMSP (Paramedic Accrediting Organization)	- AWHONN))	500.00 75.00 75.00 789.00 165.00 3,750.00 168.00 215.50 200.00 450.00 50.00 1,200.00	500.00 75.00 75.00 789.00 165.00 3,750.00 168.00 215.50 200.00 450.00 50.00 1,200.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
53 53 53 54 54 54 54 54 54 54 54 54 54 54	Journalism Association of Community Colleges (JACC) National Association of Hispanic Journalist Society of Professional Journalist DIVISION OF HEALTH, HUMAN SERVICES (54) American Academy of Professional Coders (AAPC) American Health Information Management Association (AHIM American Health Info. Mgmt. Assoc. Virtual Lab (AHIMA) Association of Women's Health, Obstetric Neonatal Nurses (A Board of Registered Nursing California Association for Alcohol & Drug Educators (CAADE) CAAHEP (EMT/Paramedic) California Paramedic Program Directors CoAEMSP (Paramedic Accrediting Organization) Commission on Accreditation for Health Informatics & Information	– AWHONN)) on Management (CAHIIM)	500.00 75.00 75.00 789.00 165.00 3,750.00 168.00 215.50 200.00 450.00 50.00 1,200.00 9,500.00	500.00 75.00 75.00 789.00 165.00 3,750.00 168.00 215.50 200.00 450.00 50.00 1,200.00 9,500.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
53 53 53 54 54 54 54 54 54 54 54 54	Journalism Association of Community Colleges (JACC) National Association of Hispanic Journalist Society of Professional Journalist DIVISION OF HEALTH, HUMAN SERVICES (54) American Academy of Professional Coders (AAPC) American Health Information Management Association (AHIM American Health Info. Mgmt. Assoc. Virtual Lab (AHIMA) Association of Women's Health, Obstetric Neonatal Nurses (A Board of Registered Nursing California Association for Alcohol & Drug Educators (CAADE) CAAHEP (EMT/Paramedic) California Paramedic Program Directors CoAEMSP (Paramedic Accrediting Organization)	– AWHONN)) on Management (CAHIIM))P)	500.00 75.00 75.00 789.00 165.00 3,750.00 168.00 215.50 200.00 450.00 50.00 1,200.00	500.00 75.00 75.00 789.00 165.00 3,750.00 168.00 215.50 200.00 450.00 50.00 1,200.00	0.00 0.00 0.00 0.00

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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT SADDLEBACK COLLEGE MEMBERSHIPS 2013-2014

	2013-2014				
	DIVISION OF HEALTH, HUMAN SERVICES (54) (Cont'd)		July FY 13-14	January FY 13-14	Difference
54	National League for Nursing (NLN)		1,575.00	1,655.00	80.00
54	National League for Nursing Accrediting Commission (NLNAC)		2,400.00	2,400.00	0.00
54	National Organization of Associated Degree Nursing (NOADN)		400.00	400.00	0.00
54	Orange County/Long Beach Consortium For Nursing (OCLBCP)		150.00	150.00	0.00
54	So. Calif. Organ. of Assoc. Degree Nurs'g Prog. Directors of So Ca (ADN)	_	100.00	100.00	0.00
		SUBTOTAL	20,963.50	21,043.50	80.00
	DIVISION OF FINE ARTS & MEDIA TECHNOLOGY (55)				
55	American Liszt Society		400.00	400.00	0.00
55	Association of Performing Arts Presenters (APAP)		759.00	759.00	0.00
55	Broadcast Education Association (BEA)		160.00	160.00	0.00
55	California Alliance for Jazz (CAJ)		50.00	50.00	0.00
55	CA Association of Progessional Music Teachers (CAPMT)		142.00	142.00	0.00
55	California Broadcasters Association (CBA)		100.00	100.00	0.00
55	California Presenters (CP)		150.00	150.00	0.00
55	Choral America		140.00	140.00	0.00
55	College Art Association of America (CAA)		300.00	300.00	0.00
55	College Broadcasters, Inc. (CBI)		250.00	250.00	0.00
55	International Council of Fine Arts Deans (ICFAD)		350.00	450.00	100.00
55	Jazz Education Network (JEN)		300.00	300.00	0.00
55	League of American Orchestras		75.00	75.00	0.00
55	Music Association of California Community Colleges (MACCC)		75.00	75.00	0.00
55	Music Teachers Association of CA (MTAC)		176.00	176.00	0.00
55	National Association of Broadcasters (NAB)		360.00	360.00	0.00
55	National Council for Education of the Ceramic Arts (NCECA)		100.00	100.00	0.00
55	Radio, TV, News Directors Association (RTDNA)		150.00	150.00	0.00
55	S.O. C. Chamber of Commerce		265.00	265.00	0.00
55	United States Institute for Theatre Technology (USITT)		270.00	270.00	0.00
55	Western Arts Alliance (WAA)	_	400.00	400.00	0.00
		SUBTOTAL	4,972.00	5,072.00	100.00
	DIVISION OF MATH, SCIENCE & ENGINEERING (56)				
56	American Association for the Advancement of Science (AAAS)		250.00	250.00	0.00
56	Two Year College Chemistry Consortium (2YC3)		25.00	25.00	0.00
56	National Science Teachers Assn. (NSTA)	_	65.00	65.00	0.00
		SUBTOTAL	340.00	340.00	0.00
	DIVISION OF KINESIOLOGY AND ATHLETICS (57)	_			
57	American Baseball Coaches Association		50.00	50.00	0.00
57	American Football Coaches Association American Football Coaches Association (AFCA)		60.00	60.00	0.00
57	American College Dance Festival Association (ACDFA)		300.00	300.00	0.00
57 57	American Kinesiology Association		0.00	150.00	150.00
57	American Volleyball Coaches Association		0.00	155.00	155.00
57	California Community College Athletic Directors Association (CCCAA)		180.00	180.00	0.00
57	CA Community College Athletic Trainers Association (CCCATA)		75.00	75.00	0.00
57	California Community College Athletic Associations (CCCAA)		9,715.00	9,715.00	0.00
57	California Community College Baseball Coaches Association		200.00	200.00	0.00
57	California Community College Cross Country & Track Coaches Association		200.00	200.00	0.00
57	California Community College Fastpitch Coaches Association		120.00	120.00	0.00
57	California Community College Football Coaches Association		145.00	145.00	0.00
57	California Community College Ladies Golf Coaches Association (CCCLGCA)		150.00	150.00	0.00
57	California Community College Men's Golf Coaches Association (CCMG)	CA)	0.00	100.00	100.00
57	California Community Colleges Men's Basketball Association	,	125.00	125.00	0.00
57	California Community College Physical Educators (CCCPE)		400.00	400.00	0.00
57	California Community College Soccer Coaches Association		100.00	100.00	0.00
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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT SADDLEBACK COLLEGE MEMBERSHIPS 2013-2014

	2013-2014			
		July FY 13-14	January FY 13-14	Difference
	DIVISION OF KINESIOLOGY AND ATHLETICS (57) (Cont'd)			
57	California Community College Swim & Dive Coaches Association	120.00	120.00	0.00
57	California Community College Tennis Coaches Association	150.00	150.00	0.00
57	California Community College Water Polo Coaches Association	150.00	150.00	0.00
57	California Community College Women's Basketball Coaches Association	240.00	240.00	0.00
57	California Community College Women's Volleyball Coaches Association (CCCWVCA) 0.00	170.00	170.00
57	California State Swimming & Diving Coaches Association	150.00	150.00	0.00
57	College Smimming Coaches Association of America	300.00	300.00	0.00
57	Golden State Spirit Association (GASSA)	30.00	30.00	0.00
57	Intercollegiate Tennis Association	330.00	330.00	0.00
57	National Alliance of Two Year Colleges Athletic Administrators (NATYCAA)	200.00	200.00	0.00
57	National Athletic Equipment Managers' Association	0.00	100.00	100.00
57	National Association of Collegiate Directors of Athletics (NACDA)	150.00	150.00	0.00
57	National Althletic Trainers Association (NATA)	400.00	400.00	0.00
57	National Fastpitch Coaches Association (NFCA)	70.00	70.00	0.00
57	National Soccer Coaches Association of America	150.00	150.00	0.00
57	Orange Empire Conference (OEC)	5,100.00	5,100.00	0.00
57	Southern CA Comm. College Cross Country/Track & Field Coaches Assoc. (SCCXCTFCA)	80.00	80.00	0.00
57	Southern California Football Association /National Conference Southern Div.	2,000.00	2,000.00	0.00
	SUBTOTAL	21,440.00	22,115.00	675.00
	DIVISION OF SOCIAL & BEHAVIORAL SCIENCES (58)			
58	National Association for Ethnic Studies (NAES)	65.00	65.00	0.00
58	National Women's Studies Association (NWSA)	150.00	150.00	0.00
58	Southwestern Anthropological Association (SWAA)	40.00	40.00	0.00
58	Society for California Archeology (SCA)	100.00	100.00	0.00
	SUBTOTAL	355.00	355.00	0.00
	DIVISION OF ONLINE EDUCATION AND LEARNING RESOURCES (59)			
59	American Library Association (ALA)	1,300.00	1.300.00	0.00
59	Association of College and Research Libraries (ACRL)	90.00	90.00	0.00
59	Council of Chief Librarians (CCL)	100.00	100.00	0.00
59	Learning Resrces Assoc. of the Calif. Comm. Colleges (LRACCC)	200.00	200.00	0.00
59	Lib. Orientation and Instruction Exchange (LOEX)	80.00	80.00	0.00
59	The Library and Info. Technology Assoc.(LITA)	90.00	90.00	0.00
	SUBTOTAL	1,860.00	1,860.00	0.00
	DIVISION OF TRANSFER, CAREER & SPECIAL PROGRAMS (61)- New Division			
61	Association of California Community College Teacher Education Program	100.00	100.00	0.00
61	Association on Higher Education & Disability (AHEAD)	260.00	260.00	0.00
61	California Association for Postesecondary Education & Disability (CAPED)	240.00	240.00	0.00
61	California Community College CalWORKS Association	50.00	50.00	0.00
61	California Community College EOPS Association	85.00	85.00	0.00
61	National Career Development Association (NCDA)	195.00	195.00	0.00
61	Western Association for College Admissions	75.00	75.00	0.00
	SUBTOTAL	1,005.00	1,005.00	0.00
		,	,	

TOTAL SADDLEBACK COLLEGE MEMBERSHIPS \$140,497.10 \$168,972.10 \$28,475.00

* Changes from July 2013 list.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT IRVINE VALLEY COLLEGE MEMBERSHIPS 2013-2014

		2013-2014				
		PRESIDENT'S OFFICE (20)		July FY 13-14	January FY 13-14	Difference
	20	American Association of Community Colleges (AACC)		10,000.00	10,000.00	0.00
*	20	American Council on Education (ACE)		540.00	3,215.00	2,675.00
*	20	Association for Institutional Research (AIR)		410.00	135.00	(275.00)
	20	Black Chamber of Commerce of Orange County		300.00	300.00	0.00
	20	California Association for Institutional Research (CAIR)		90.00	90.00	0.00
*	20	Community College Public Relations Organization (CCPRO)		50.00	175.00	125.00
	20	Council for Resource Development (CRD)		600.00	600.00	0.00
	20	Irvine Chamber of Commerce		600.00	600.00	0.00
	20	Irvine Chamber of Commerce, Board Member, In addition to other Irvine Member		1,000.00	1,000.00	0.00
+	20	Irvine Sister Cities Foundation Association		25.00	25.00	0.00
^ +	20	National Association of Presidential Assistants in Higher Education (NAPAHE)		85.00	150.00	65.00
*	20	National Council for Marketing and Public Relations (NCMPR)		350.00	450.00	100.00
	20 20	Network of California Community College Foundations (NCCCF)		250.00 1,666.00	<i>600.00</i> 1,666.00	350.00 0.00
	20 20	Orange County Business Council (OCBC) The Research and Planning Group for the California Community Colleges (the RP Group		350.00	350.00	0.00
	20 20	Tustin Chamber of Commerce))	186.00	186.00	0.00
*	20	Western Association of School & College Accreditation Commission for Colleges ((WASC)	20,072.00	23,184.00	<i>3,112.00</i>
		SI	 JBTOTAL	36,574.00	42,726.00	6,152.00
		OFFICE OF INSTRUCTION (22)		00,074.00	42,720.00	0,132.00
	22	California Community Colleges Chief Instructional Officers (CCCCIO)		300.00	300.00	0.00
*	22	Honors Transfer Council of California (HTCC)		90.00	120.00	30.00
	22	National Collegiate Honors Council (NCHC)		500.00	500.00	0.00
	22	Western Regional Honors Council (WRHC)		75.00	75.00	0.00
		SI	JBTOTAL	965.00	995.00	30.00
		OFFICE OF THE ACADEMIC SENATE (23)		000.00	000.00	
	00			0 000 00	0 000 00	0.00
	23	Academic Senate for California Community Colleges (ASCCC)	—	2,600.00	2,600.00	0.00
		SL	JBTOTAL	2,600.00	2,600.00	0.00
		OFFICE OF STUDENT SERVICES, OUTRACH AND COMMUNITY RELATIONS (24)				
	24	Calif. Community College Chief Student Services Officers Association		300.00	300.00	0.00
	24	Calif. Community College Early Childhood Educators (CCCECE)		30.00	30.00	0.00
	24	Health Services Assoc. of the Calif. Community Colleges (HSACCC)		150.00	150.00	0.00
	24	National Association of Education for Young Children (NAEYC)	_	100.00	100.00	0.00
		SL	JBTOTAL	580.00	580.00	0.00
		OFFICE OF FINANCIAL AID (26)				
	26	Western Assoc. of Veteran Education Specialist (WAVES)		75.00	75.00	0.00
	26	National Association Student Financial Aid Admin (NASFAA)	_	1,370.00	1,370.00	0.00
		SL	JBTOTAL	1,445.00	1,445.00	0.00
		OFFICE OF ADMISSIONS & RECORDS (30)				
	30	American Association of Collegiate Registrars and Admission Officers (AACRAO)		1,015.00	1,015.00	0.00
	30	California Association of Community College Registrars and Adm. Officers (CACCRAO)		200.00	200.00	0.00
	30	National Association of Foreign Student Advisors (NAFSA)	_	390.00	390.00	0.00
		SL		1,605.00	1,605.00	0.00
		OFFICE OF COMMUNITY ED (31)				
	31	Association of Community & Continuing Education (ACCE)		160.00	160.00	0.00
	31	National College Testing Association (NCTA)	_	40.00	40.00	0.00
		SL	JBTOTAL	200.00	200.00	0.00

January-2014

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EXHIBIT A Page 10 of 12

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT IRVINE VALLEY COLLEGE MEMBERSHIPS 2013-2014

	2013-2014		July	January	Difference
	OFFICE OF EXTENDED EDU (32)		FY 13-14	FY 13-14	
32	NONE		0.00	0.00	0.00
		SUBTOTAL	0.00	0.00	0.00
	OFFICE OF SAFETY AND SECURITY (34)	OUDIOTAL	0.00	0.00	0.00
34	California College and Universities Police Chief's Association (CCUPCA)		75.00	75.00	0.00
34	California Emergency Services Association (CESA)		160.00	160.00	0.00
34	California Public Parking Association		125.00	125.00	0.00
34	International Association of Chiefs of Police (IACP)		100.00	100.00	0.00
34 34	International Association of Law Enforcement Administration (IACLEA) Orange County Training Managers Association (OCTMA)		225.00 70.00	225.00 70.00	0.00 0.00
01		-			
		SUBTOTAL	755.00	755.00	0.00
	OFFICE OF SUPPORTIVE SERVICES (35)				
35	California Association for Post Secondary Education and Disability (CAPED)		240.00	240.00	0.00
35	California Community Colleges Cal Works Association (CCCCA)	-	50.00	50.00	0.00
		SUBTOTAL	290.00	290.00	0.00
	OFFICE OF STUDENT DEVELOPMENT (36)				
36	COSTCO		100.00	100.00	0.00
		SUBTOTAL	100.00	100.00	0.00
		SOBIOTAL	100.00	100.00	0.00
	OFFICE OF LIBRARY SERVICES (37)				
37	Association of College and Research Libraries (ACRL)		110.00	110.00	0.00
37	California Library Association (CLA)		150.00	150.00	0.00
37	College Reading and Learning Association (CRLA)		50.00	50.00	0.00
37 37	Council of Chief Librarians (CCL) American Library Association (ALA)		150.00 500.00	150.00 500.00	0.00 0.00
-					
	TECHNOLOGY SERVICES (41)	SUBTOTAL	960.00	960.00	0.00
41	California Educational Technology Profesionals (CETPA)		90.00	90.00	0.00
41	Directors of Educational Technology (DET/CHE)		75.00	75.00	0.00
41	Educause		730.00	730.00	0.00
41	Project Management Institute (PMI)	-	139.00	139.00	0.00
		SUBTOTAL	1,034.00	1,034.00	0.00
	SCHOOL OF FINE ARTS (70)				
70	American Association of Museums (AAM)		350.00	350.00	0.00
70	American College Dance Festival Association (ACDFA) (2yr. memb.)		250.00	250.00	0.00
70 70	United States Institute of Theatre Technology (USITT)		180.00	180.00	0.00
70	College Art Association (CAA)	-	375.00	375.00	0.00
	SCHOOL OF BUSINESS SCIENCE (72)	SUBTOTAL_	1,155.00	1,155.00	0.00
72	Academy of Legal Studies in Business (ALSB)		60.00	60.00	0.00
72	American Management Association (AMA)		225.00	250.00	25.00
72	California Association for Local Economic Development (ASI)		80.00	80.00	0.00
72	Cisco Consortium		500.00	250.00	(250.00)
72	Orange County Legal Secretaries Association (OCLSA)		75.00	50.00	(25.00)
73	Orange County Paralegal Association (OCPA)		50.00	60.00	10.00
72	National Association for Community College Entrepreneurship (NACCE)		750.00	750.00	0.00
72	Society for Human Resources Management (SHRM)	-	180.00	180.00	0.00
		SUBTOTAL	1,920.00	1,680.00	(240.00)

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT IRVINE VALLEY COLLEGE MEMBERSHIPS 2013-2014

Difference July January FY 13-14 FY 13-14 SCHOOL OF GUIDANCE AND COUNSELING (73) 73 0.00 400.00 400.00 National Association of Colleges & Employers (NACE) 73 Southern California Intersegmental Articulation Council (SCIAC) 75.00 75.00 0.00 73 South Coast Higher Education Council (SCHEC) 50.00 50.00 0.00 SUBTOTAL 525.00 525.00 0.00 SCHOOL OF HUMANITIES AND LANGUAGES (74) 74 American Historical Association (AHA) 140.00 140.00 0.00 74 Calif. Teachers of English to Speakers of Other Languages (CATESOL) 50.00 50.00 0.00 74 300.00 300.00 0.00 Community College Humanities Association (CCHA) 74 English Council of California Two Year Colleges (ECCTYC) 105.00 105.00 0.00 74 140.00 0.00 Organization of American Historians (OAH) 140.00 74 Teachers of English to Speakers of Other Languages (TESOL) 120.00 120.00 0.00 SUBTOTAL 855.00 855.00 0.00 SCHOOL OF LIFE SCIENCES & TECHNOLOGIES (76) Association for the Advancement of Sustainability in Higher Education (AASHE) 280.00 76 Association for Biology Laboratory Education (ABLE) 40.00 200.00 160.00 SUBTOTAL 40.00 480.00 440.00 SCHOOL OF KINESIOLOGY, HEALTH & ATHLETICS (77) 77 American Volleyball Coaches Association Women (AVCA) 155.00 155.00 0.00 77 American Equipment Managers Association (AEMA) 75.00 0.00 (75.00) 77 California Community College Athletic Association (CCCAA) 6,740.00 6,750.00 10.00 77 California Community College Athletic Directors Association (CCCADA) 100.00 100.00 0.00 77 400.00 California Community College Coaches Association - Baseball 115.00 (285.00) 77 California Community College Coaches Association - Men's Basketball 350.00 300.00 (50.00) 77 California Community College Coaches Association - Women's Basketball 200.00 200.00 0.00 77 California Community College Counselors/Advisors Academic Association for Athletics (CCCC/AAAA) 125.00 125.00 0.00 77 California Community College Physical Education (CCCPE) 400.00 0.00 (400.00) 77 100.00 100.00 0.00 CCC Badminton Coaches Association Women's (CCCWBCA) 77 CCC Golf Coaches Association (CCCGCA) 150.00 150.00 0.00 77 CCC Ladies Golf Coaches Association (CCCLGCA) 150.00 150.00 0.00 77 CCC Men's Volleyball Coaches Association (CCCMVCA) 125.00 150.00 25.00 77 CCC Soccer Coaches Association (Men and Women) (CCCSCA) 175.00 150.00 (25.00) 77 CCC Tennis Coaches Association (Men & Women) 50.00 50.00 0.00 125.00 77 125.00 CCC Women's Volleyball Coaches Association (CCCWVCA) 0.00 77 340.00 340.00 Intercollegiate Tennis Association Men's and Women's ITA- Team 0.00 77 National Athletic Trainers Association (NATA) 458.00 458.00 0.00 77 National Association of Collegiate Director of Athletics (NACDA) 0.00 125.00 (125.00) 77 National Association of Two Year College Athletic Administrators (NATYCAA) 100.00 0.00 (100.00) 77 National Soccer Coaches Association of America (Men & Women-College Srvcs) 390.00 410.00 20.00 77 Orange Empire Conference (OEC) 5,000.00 5,000.00 0.00 77 Women's Basketball Coaches Association (WBCA) 130.00 130.00 0.00 SUBTOTAL 14,958.00 15,963.00 (1,005.00)SCHOOL OF PHYSICAL SCIENCES & TECHNOLOGIES (78) American Association of Physics Teachers (AAPT) 185.00 185.00 78 American Chemical Society (ACS) 145.00 151.00 6.00 78 Orange County Astronomers Association (OCA) 57.00 57.00 0.00

SUBTOTAL

387.00

393.00

6.00

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT IRVINE VALLEY COLLEGE MEMBERSHIPS 2013-2014

		July FY 13-14	January FY 13-14	Difference
	SCHOOL OF CAREER TECH EDUCATION AND WORKFORCE DEVELOPMENT (80)			
80 80	American Society for Training and Development (ASTD) California Community College Association for Occupational Education (CCCAOE) California Internship & Work Experience Association (CIWEA)	<i>0.00</i> 45.00 150.00	255.00 45.00 150.00	0.00 0.00
	SUBTOTA	195.00	450.00	255.00
	SCHOOL OF MATHEMATIC, COMPUTER SCIENCE AND ENGINEERING (81)			
	Association of Professional Modelmakers (APMM)	500.00	500.00	
	SUBTOTA	500.00	500.00	0.00
	TOTAL IRVINE VALLEY COLLEGE MEMBERSHIPS	\$ 68,648.00	\$ 74,286.00	\$ 5,638.00

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: Irvine Valley College A400 Design Build Project, Change Order No. 1, Swinerton
- ACTION: Approval

BACKGROUND

On March 26, 2012, the Board of Trustees adopted Resolution 12-17 authorizing the use of Design-Build Procurement for the A400 Design-Build project at Irvine Valley College. On January 22, 2013, a Design-Build contract was approved with Swinerton Builders with a Maximum Allowable Price (MAP) of \$8,850,000.

<u>STATUS</u>

EXHIBIT A describes the required modifications contained in Change Order Request (COR) No. 1 to the agreement with Swinerton Builders. Approval of this COR will result in no additional cost to the contract amount of \$8,850,000.

Funds are available within the approved project budget of \$13,012,895. Other costs covered by the project budget include consultants, inspections, testing, furniture and equipment.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Change Order Request No. 1 (EXHIBIT A) to the agreement with Swinerton Builders for the A400 Design-Build project at Irvine Valley College and authorize staff to execute the corresponding change order with the contractor which will result in no additional cost to the contract amount of \$8,850,000.

A400 Design Build Project at Irvine Valley College

Board Change Order No. 1

January 27, 2014

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previoulsy Approved	BCO No. 1 COR Total	REVISED CONTRACT
307	Design Build	Swinerton Builders		\$8,850,000.00	\$0.00	\$0.00	\$8,850,000.00
			TOTAL	\$8,850,000.00			\$8,850,000.00

COR No.	Date	Description	Requested	Status	Amount	Added Days
1	06/07/2013	Deviations at Schematic Design Phase	Design Build Team	Approved	\$0.00	0
2	07/15/2013	Deviations at 50% Design Documents Phase	Design Build Team	Approved	\$0.00	0
3	12/20/2013	Schedule Revisions	Contractor	Approved	\$0.00	33
		Total			\$0.00	33

ITEM: 5.23 DATE: 1/27/14

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: Fine Arts HVAC Upgrades and Interior Renovations at Saddleback College, Architectural Agreement with gkkworks
- **ACTION:** Approval

BACKGROUND

On August 27, 2012 and June 17, 2013, the Board of Trustees approved a total of \$4,950,000 from Basic Aid for the Fine Arts HVAC Upgrades and Interior Renovations project at Saddleback College.

There is a need to hire an architect to provide architectural and engineering services for the Saddleback College Fine Arts Project. A request for proposals was provided to the architectural pool which was approved for use by the Board of Trustees on July 21, 2009.

<u>STATUS</u>

On November 15, 2013, four firms provided responses (EXHIBIT A). The selection committee, consisting of district and college staff, determined gkkworks to be the best value for this project.

Staff recommends approval of the gkkworks agreement in the amount of \$250,000 to perform the architectural/engineering services for the Fine Arts HVAC Upgrades and Interior Renovation project at Saddleback College.

Funds for these services are available within the approved project budget or \$4,950,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the architectural agreement (EXHIBIT B) with gkkworks for the Fine Arts HVAC Upgrades and Interior Renovation project at Saddleback College equal to \$250,000.00.

ITEM: 5.24 DATE: 1/27/14

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: BGS Fire Repair at Saddleback College, Architectural Agreement with R2A Architecture
- **ACTION:** Approval

BACKGROUND

On July 22, 2013 the Board of Trustees adopted Resolution No. 13-28 declaring an emergency situation regarding the fire on July 8, 2013 at the Saddleback College BGS building. This declaration permitted immediate architectural assistance from R2A Architecture and work was completed on all areas of the building except for those areas that were in the immediate vicinity of the fire.

<u>STATUS</u>

R2A facilitated a review by structural, electrical and mechanical engineers and the Division of the State Architect to determine the scope of architectural services necessary to complete the work in the remaining areas and provided a proposal for architectural services to complete the work. This proposal and contract has been reviewed and accepted by the insurance adjuster.

Staff recommends approval of the R2A Architecture Agreement in the amount of \$113,703 to perform the architectural/engineering services for the BGS Fire Repair project at Saddleback College.

District staff will submit for funding/reimbursement from insurance.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the architectural agreement (EXHIBIT A) with R2A Architecture for the BGS Fire Repair project at Saddleback College equal to \$113,703.

AGREEMENT – BGS FIRE REPAIR: ARCHITECTURAL SERVICES, SADDLEBACK COLLEGE

This AGREEMENT is made and entered into this 28th day of January in the year 2013 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and R2A Architecture, 2900 Bristol St. Suite E-205, Costa Mesa, CA 92626, hereinafter referred to as "ARCHITECT";

WHEREAS, DISTRICT desires to obtain architectural services for Saddleback College BGS Fire Repair, hereinafter referred to as "PROJECT"; and

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - ARCHITECT'S SERVICES AND RESPONSIBILITIES

- 1.1 The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles II and III of this AGREEMENT.
- 1.2 The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT.
- 1.3 The ARCHITECT acknowledges that all time limits stated in this Agreement are of the utmost importance to DISTRICT. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.
- 1.4 The services covered by this AGREEMENT shall be completed within 12 months of the date of this AGREEMENT.

ARTICLE 2 - SCOPE OF ARCHITECT'S SERVICES

- 2.1 The ARCHITECT's services consist of those described in paragraphs 2 through 36 of this Article 2 and Exhibit A, and include normal mechanical, plumbing, electrical, fire alarm engineering services, and cost estimating services necessary to produce a reasonably complete and accurate set of construction documents as described in paragraph 9, except those engineering services provided by the DISTRICT.
- 2.2 The ARCHITECT has been selected to perform the work herein because of the skills and expertise of key individuals. The ARCHITECT shall designate Etienne Runge, Principal in Charge and Project Manager. So long as performance continues to be acceptable to the DISTRICT, named individuals shall remain in charge of the Project. Additionally, the ARCHITECT must furnish the name of all other key people in ARCHITECT's firm that will be associated with the Project.
 - a. If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the ARCHITECT will have 10 working days to remove that person from the Project and replace that person with one acceptable to the DISTRICT.
 - b. A project manager and all lead or key personnel for any SUBCONSULTANT must also be designated by the ARCHITECT and are subject to all conditions previously stated in this paragraph.
- 2.3 The ARCHITECT shall ascertain the DISTRICT's needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary designs for the PROJECT.
- 2.4 Not Used.
- 2.5 The ARCHITECT has submitted a list of qualified engineers for the PROJECT. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer. The ARCHITECT is responsible for the management of their consultants in order to meet the terms of all phases of this agreement. Nothing in the foregoing shall create any contractual relationship between DISTRICT and any consultants employed by ARCHITECT under the terms of this Agreement. ARCHITECT is as responsible for the performance of its consultants as it would be if it had rendered these services itself.
- 2.6 Not Used.
- 2.7 Not Used.

- 2.8 The ARCHITECT has prepared and submitted to DISTRICT an outline of applicable provisions of building codes that apply to this project. The outline includes a written report and diagrammatic drawings which delineate the design criteria (e.g. exit paths, travel distances, required exits, rated walls, rated corridors, building occupancy, construction type, and fire zones.) This graphic documentation of the design criteria shall be updated with each subsequent submittal.
- 2.9 These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents.
- 2.10 The ARCHITECT shall submit to the DISTRICT a written preliminary estimate of the construction cost and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.
- 2.11 The ARCHITECT shall investigate existing conditions or facilities and make measured drawings of such conditions or facilities.
- 2.12 Not Used.
- 2.13 Not Used.
- 2.14 Based on the approved Schematic Design Documents and any further adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the PROJECT.
- 2.15 The ARCHITECT shall file documents required for the approval of governmental authorities having jurisdiction over the PROJECT including funding submittals with the DISTRICT's assistance. The DISTRICT shall pay all fees required by such governmental authorities.
- 2.16 The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the conditions of the Contractor's contract and coordinating same with the technical specifications. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating and air conditioning systems installed by the Contractor, shall be part of the bid documents prepared by the ARCHITECT.
- 2.17 The ARCHITECT shall allow access to the CAD documents during both bid and construction.

- 2.18 The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the PROJECT.
- 2.19 Not Used.
- 2.20 The ARCHITECT shall provide interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 2.21 The ARCHITECT's responsibility to provide services for the construction of the PROJECT commences with the award of a construction contract and terminates at the issuance to the DISTRICT of the final certificate for payment by the ARCHITECT and the final close out certification by the Division of the State Architect.
- 2.22 The ARCHITECT shall provide administration of the construction contract as set forth below.
- 2.23 The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.
- 2.24 The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT until final payment to the Contractor is due. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.
- 2.25 The ARCHITECT shall visit the site not less than twice per month while work is in progress, to observe the site and work; to familiarize himself/herself with the progress and quality of the work; and to determine for the DISTRICT's benefit and protection if the work is proceeding in accordance with the construction contract and schedule. On the basis of his/her on-site observations and inspections as an ARCHITECT, the ARCHITECT shall keep the DISTRICT informed of the progress and quality of the work and he/she shall use reasonable care to guard the DISTRICT against defects and deficiencies in the work and against the Contractor's failure to carry out the work in accordance with the construction contract and the schedule. The ARCHITECT shall provide services made necessary by major defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which he/she failed to do.

- 2.26 The ARCHITECT shall have access to the work at all times.
- 2.27 The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site as provided in paragraph 17, that the work has progressed to the point indicated, that quality of the work is in accordance with the construction contract and that the Contractor is entitled to payment in the amount certified.
- 2.28 The ARCHITECT shall reject work which does not conform to the construction contract. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the construction contract, whether or not such work is fabricated, installed or completed.
- 2.29 The ARCHITECT shall review and take appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the construction contract. The ARCHITECT's action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT's professional judgment to permit adequate review and in no case exceed fifteen (15) days after receipt. When certification of performance characteristics of materials, systems or equipment is required by the construction contract, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction contract.
- 2.30 The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT's approval and execution in accordance with the construction contract, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. DSA change orders shall be submitted for approval on an on-going basis throughout the project. ARCHITECT shall prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.
- 2.31 The ARCHITECT shall observe the PROJECT to determine the date or dates of substantial completion and the date of final completion. The ARCHITECT will require the contractor to forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the construction contract and issue a

final certificate for payment upon compliance with the requirements of the construction contract.

- 2.32 Not Used.
- 2.33 The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor, obtain written acceptance by the DISTRICT for any changes to the original documents and making subsequent revisions to drawings, specifications and other documentation resulting there from.
- 2.34 The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract.
- 2.35 The ARCHITECT shall provide enough qualified personnel to properly perform services required under this AGREEMENT and DISTRICT shall have the right to remove any of ARCHITECT'S personnel from the PROJECT.
- 2.36 The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT's PROJECT.

ARTICLE 3 -ADDITIONAL ARCHITECT'S SERVICES

- 3.1 The ARCHITECT shall be given additional compensation for the services described in Article III.
- 3.2 ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT **before** rendering such services. Compensation for such services shall be <u>compensated based on attached standard hourly rates</u>. Such services shall include:
 - a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
 - b. Providing services required because of significant changes made in the PROJECT after approval of each phase of the work including, but not limited to, size, quality, complexity, or the DISTRICT's schedule, except for services required under Article V, paragraph 10 and changes related to design errors or omissions.

- c. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT.
- d. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
- e. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the construction contract.
- f. Providing services in connection with an arbitration proceeding or legal proceeding except where the ARCHITECT is a party thereto.
- g. Providing services, other than coordination and incorporation of information into the design documents, in connection with the work of consultants retained by the DISTRICT.
- h. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
- i. Providing services after issuance to the DISTRICT of the final certificate for payment except as provided in Article VIII, paragraph 6.
- j. Providing services of consultants for other than those listed Article II of this agreement.
- k. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.
- 3.3 If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described herein. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of

the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be compensated based on the attached standard hourly rates.

ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

- 4.1 The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria.
- 4.2 The DISTRICT has prepared a current overall budget for the PROJECT, including the construction cost budget estimated at \$825,000.
- 4.3 The DISTRICT shall appoint a representative authorized to act on the DISTRICT's behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT. ARCHITECT shall consult with authorized employees, agents, and representatives of DISTRICT relative to the design and construction of the Project. However, ARCHITECT shall accept directives only from DISTRICT's designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify ARCHITECT in writing if, at its sole option, it makes a change in the DISTRICT representative.
- 4.4 The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT as required.
- 4.5 The DISTRICT shall furnish geotechnical data when this data is reasonably deemed necessary by ARCHITECT, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.
- 4.6 The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 4.7 The ARCHITECT may rely on the information provided by DISTRICT but only to the extent such reliance is consistent with ARCHITECT's obligations under this agreement.

ARTICLE 5 - COST OF CONSTRUCTION

- 5.1 The construction cost shall be the total cost or estimated cost to the DISTRICT of all elements of the PROJECT designed or specified by the ARCHITECT.
- 5.2 Construction cost have been determined by the DISTRICT's budget and are expected to be maintained for the PROJECT duration.
- 5.3 During the bidding phase, construction cost shall be determined by the lowest responsible bid.
- 5.4 During construction, construction cost shall be determined by the contract sum or as amended by any change orders approved by the DISTRICT.
- 5.5 Construction cost does not include the compensation of the ARCHITECT and ARCHITECT's consultants, or other costs which are the responsibility of the DISTRICT.
- 5.6 The ARCHITECT's evaluations of the DISTRICT's PROJECT budget, preliminary estimates of construction cost and detailed estimates of construction cost, if any, represent the ARCHITECT's best judgment as a professional familiar with the construction industry.
- 5.7 Not Used.
- 5.8 Any PROJECT budget or fixed limit of construction cost shall be adjusted, according to the most recent inflationary rate as reflected in ENR, if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.
- 5.9 If the lowest bid received exceeds the fixed limit of construction cost (adjusted as provided in paragraph 8), the DISTRICT shall:
 - a. give written approval of an increase of such fixed limit;
 - b. authorize rebidding of the PROJECT within a reasonable time;
 - c. if the PROJECT is abandoned, terminate it in accordance with Article VII, paragraph 3; or
 - d. cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.
- 5.10 If the DISTRICT chooses to proceed under paragraph 9(d), the ARCHITECT, without additional charge, shall modify the construction contract as necessary to comply with the fixed limit.

ARTICLE 6 – OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

The drawings, specifications, presentation materials including slides and models and other documents prepared by the ARCHITECT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such drawings and specifications and other documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. ARCHITECT grants to DISTRICT the right to reuse all or part of the fore mentioned drawings, specifications and other documents at its sole discretion for the construction of all or part of this or another PROJECT constructed for the DISTRICT. If the drawings, specifications and/or other documents are reused for another project constructed for the DISTRICT, then the DISTRICT agrees that ARCHITECT shall not be responsible for any reuse of the drawings, specifications and/or other documents. The DISTRICT is not bound by this AGREEMENT to employ the services of ARCHITECT in the event such drawings, specifications and/or other documents are reused. ARCHITECT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the plans, specifications and other documents prepared or caused to be prepared by the ARCHITECT pursuant to this AGREEMENT.

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

ARTICLE 7 – TERMINATION

- 7.1 This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the ARCHITECT. This AGREEMENT may be terminated by either party upon not less than 7 days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
- 7.2 If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the ARCHITECT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT's services.

- 7.3 If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment and ARCHITECT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.
- 7.4 The DISTRICT's failure to make payments to the ARCHITECT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the ARCHITECT.
- 7.5 In the event the DISTRICT fails to make timely payment, the ARCHITECT may, 21 days after written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the ARCHITECT within 14 days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 7.6 The ARCHITECT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the ARCHITECT. The DISTRICT shall pay the ARCHITECT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 7.7 In the event of termination due to the fault of ARCHITECT, ARCHITECT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The ARCHITECT is liable for all damages suffered by the DISTRICT due to ARCHITECT's failure to perform as provided in the AGREEMENT, unless the Agreement is terminated in accordance with Article 7, 7.1.

ARTICLE 8 - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

8.1 For ARCHITECT services, as described in Article 2 and Exhibit A, compensation shall be computed as follows:

Compensation is based on a fixed fee of \$109,203 and a reimbursable allowance of \$4,500 for a total contract amount of \$113,703. Progress payments for ARCHITECT services in each phase shall total the following percentages of the total compensation payable:

Schematic Design Phase:	25 percent
Construction Documents Phase:	40 percent

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Bidding Phase:	5 percent		
Construction Phase:	25 percent		
Close Out Phase:	5 percent		
Total Compensation:	One Hundred Percent (100%)		

- 8.2 This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.
- 8.3 Payments for ARCHITECT services shall be made monthly and, where applicable, shall be 95% of the services performed within each phase of service, on the basis set forth in paragraph 1. 100% payment will be made upon DISTRICT acceptance of each phase.
- 8.4 Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the ARCHITECT's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time at the site of the PROJECT.
- 8.5 To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be computed as follows: <u>at standard hourly rates</u> or at a fixed fee per Board of Trustees approved change order.
- 8.6 Reimbursable Expenses incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.
 - a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project.
 - b. Reimbursable expenses shall be expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project. ARCHITECT's normal travel expense including travel from ARCHITECT's office to consultant's offices and ARCHITECT's office to all DISTRICT locations and meals are excluded.

- c. Expense of reproductions, except those needed for the use of the ARCHITECT and his or her consultants or identified specifically as a deliverable, postage and handling of Drawings, Specifications and other documents including overnight/courier services are reimbursable upon DISTRICT's prior written approval.
- d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
- e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of ARCHITECT's Basic Services will be reimbursed.
- f. For reimbursable expenses, compensation shall be computed at a multiple of one point one (1.1 %) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.
- 8.7 For additional services of consultants, compensation shall be computed at a multiple of one point one (1.1%) times the amounts billed to the ARCHITECT for such services.
- 8.8 Books and records relating to this Agreement shall be maintained in accordance with generally accepted accounting principles. DISTRICT or DISTRICT's authorized representative shall have access to, the right to audit and the right to copy pertinent parts of Consultants' books and records. Consultants records shall include but not be limited to accounting records (hard copy, as well as computer readable data); contracts; payroll records; sub-consultant agreements; vendor agreements; purchase orders; leases; original estimates; estimating work sheets; correspondence; receipts; memoranda; and any other supporting evidence deemed necessary to substantiate charges under this agreement. All such books and records shall be preserved for a period of at least 3 years from the date of Final Payment under this Agreement. ARCHITECT shall include appropriate language in consultant's agreements to enforce the provisions of this paragraph.

ARTICLE 9 – INDEMNITY AND INSURANCE

- 9.1 To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold DISTRICT entirely harmless from all liability arising out of:
 - a. any and all claims under workers' compensation acts and other employee benefit acts with respect to ARCHITECT's employees or his/her subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT including a waiver of subrogation; and

- b. any and all claims for damages because of personal injury or death or damages to property, or other costs and/or charges, directly or indirectly arising out of or attributable to, in whole or in part, to caused by ARCHITECT's negligent acts, errors and/or omissions in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions, recklessness or willful misconduct of ARCHITECT's consultants, employees or agents in the performance of their obligations as stated in under this AGREEMENT. The coverages of such indemnification shall include, without limitation attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of ARCHITECT's performance and shall survive the expiration or termination of this AGREEMENT until such time as action against DISTRICT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.
- 9.2 ARCHITECT shall purchase and maintain project specific insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
 - a. Statutory workers' compensation and employers' liability.
 - b. Comprehensive general and auto liability insurance with limits of not less than 1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.
 - c. Professional liability insurance, including contractual liability, with limits of 1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts or

assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.

d. Each policy of insurance required in (a) and (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE 10 - MISCELLANEOUS

- 10.1 The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request. DISTRICT acknowledgement/ adjustments shall be provided in writing no later than three days after issuance or acceptance shall be deemed complete.
- 10.2 ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to

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

- 10.3 Unless otherwise provided in this AGREEMENT, the ARCHITECT and ARCHITECT's consultants shall have no responsibility for the presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to lead, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 10.4 Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.
- 10.5 No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
- 10.6 The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. Neither DISTRICT nor ARCHITECT shall assign this AGREEMENT without the written consent of the other.
- 10.7 The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. ARCHITECT agrees to comply with all federal, state and local laws, rules, regulations and ordinances, ARCHITECT's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 10.8 ARCHITECT agrees that ARCHITECT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 10.9 Review, approval or acceptance of ARCHITECT's work whether by DISTRICT or others, shall not relieve ARCHITECT from responsibility for errors and omissions in ARCHITECT's work.
- 10.10 The failure of DISTRICT or ARCHITECT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not

be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

- 10.11 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.
- 10.12 This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
 - a. The parties will attempt in good faith to resolve any controversy or Claim arising out of or relating to this Agreement by negotiation.
 - b. Within 60 days, but no earlier than 30 days, following the earlier of (1) receipt of notice by the other party from the American Arbitration Association (AAA) of the disputing party's demand for arbitration or (2) receipt by the other party of the disputing party's notice of election to litigate, the parties shall submit the matter to non-binding mediation administered by the AAA under its construction industry mediation rules, unless waived by mutual stipulation of both parties.
- 10.13 If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 10.14 Communications between the parties shall be sent to the following addresses:

DISTRICT	ARCHITECT
South Orange County Community College District	R2A Architecture
28000 Marguerite Parkway	2900 Bristol Street, Suite E
Mission Viejo, CA 92692	Costa Mesa, CA 92626
Attn: Dr. Debra L. Fitzsimons	Attn: Etienne Runge

10.15 This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements,

either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

This AGREEMENT entered into as of the day and year first written above.

DISTRICT

ARCHITECT

South Orange County Community College District R2A

Dr. Debra L. Fitzsimons Vice Chancellor, Business Services Etienne Runge, AIA, RID, NCARB, ISPE Principal/CEO

(Date)

(Date)

(Taxpayer number)

Exhibit A – Responsibilities and Services of Architect

- Exhibit B Professional Fees Hourly rates
- Exhibit C Scope of Work Description
- Exhibit D DSA Meeting Minutes, Information only and not intended to modify the contract requirements

EXHIBIT A

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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

BASIC SERVICES

- 1. ARCHITECT agrees to provide the services described below:
- Determine the agencies who have jurisdiction over essential buildings and coordinate with and implement the requirements of the funding and regulatory agencies, i.e.: State Chancellor's Office, Division of the State Architect, State Fire Marshal, Health Department, etc.
- 3. Contract for or employ at ARCHITECT'S expense, sub-consultants to the extent deemed necessary for completion of the Project including: architects; mechanical, electrical, plumbing and fire alarm engineers licensed as such by the State of California. The names of said sub-consultants shall be submitted to the DISTRICT for approval prior to commencement of work. The DISTRICT reserves the right to reject the use of any sub-consultants. Nothing in the forgoing procedure shall create any contractual relationship between the DISTRICT and any sub-consultants employed by the ARCHITECT under terms of this Agreement.
- 4. 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.
- 5. Cooperate with other professionals employed by the DISTRICT for the design, coordination or management of other work related to the Project.
- 6. Chair, conduct and take minutes of bi-weekly coordination meetings during the entire design phase with sub-consultants, ARCHITECT shall invite the DISTRICT and/or its representative to participate in these meetings. ARCHITECT shall keep a separate log to document design/coordination comments generated in these meetings.
- 7. Review site surveys, subsoil data, chemical, mechanical and other data logs of borings, record documents, etc., furnished to ARCHITECT pursuant to this Agreement and advise the DISTRICT whether such data are sufficient for purposes of design, or whether additional data are necessary. ARCHITECT shall advise whether additional data are needed and, if so, recommend the manner in which it be provided and services obtained.

- 8. Be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by ARCHITECT under this Agreement. ARCHITECT shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
- 9. If desired by the DISTRICT and agreed to by the ARCHITECT, ARCHITECT shall provide other required services to determine such compliance not specifically identified and included in the scope of this Agreement through an amendment to this Agreement, as an additional service.
- 10. Be responsible for the design and the layout of data and phones using DISTRICT established standards. The coordination effort shall include location and routing of the raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring. ARCHITECT to coordinate with DISTRICT or their consultants to finalize phone system design.
- 11. Provide services required to obtain local agencies approval for off-site work including review by regulatory agencies having jurisdiction over the Project.
- 12. Not used.
- 13. Not Used.
- 14. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the DISTRICT and/or their representative for inclusion in the overall project documentation.
- 15. ARCHITECT is not responsible for:
 - a. Ground contamination or hazardous material analysis
 - b. Any asbestos testing, design or abatement
 - c. Environmental impact report
 - d. Historical significance report
 - e. Soils investigation
 - f. Geotechnical hazard report
 - g. Topographic survey

- 16. Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ARCHITECT'S failure to perform any of the services furnished under this Agreement.
- 17. ARCHITECT is required to establish a template floor plan to demonstrate that each space houses the required functions. Such floor plans will include furniture layout for functions and adhere to all ADA circulation requirements. The DISTRICT shall procure furnishing and moveable equipment.

DESIGN SERVICES - TASK I

PROJECT INITIATION

- 1. Upon final execution of the Contract with the DISTRICT, the ARCHITECT shall:
- 2. Within the first week following execution of the contract, meet with the DISTRICT and their representatives to discuss the detailed task analysis and work plan already documented in a computer generated project schedule. This task analysis and work plan identifies specific tasks including as necessary, but not limited to: data collection, analysis, schematic design and construction document preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.
 - a. ARCHITECT's work plan shall include allowances for the periods of time required for DISTRICT's review and approval of submissions and for approvals by authorities having jurisdiction over the Project. ARCHITECT's work plan, after review with the DISTRICT, shall not be exceeded by ARCHITECT except when DISTRICT and ARCHITECT mutually agree, in writing, to a revised Project Schedule.
 - b. Not Used.
- 3. Participate in a general Project kick-off meeting to include the ARCHITECT'S subconsultants, and DISTRICT staff.
 - a. The project kick-off meeting will introduce key team members from the DISTRICT and the ARCHITECT to each other defining roles and responsibilities relative to the Project.
 - b. Identify and review any pertinent information and/or documentation necessary from the DISTRICT for the completion of the Project.

c. Review the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

DEVELOPMENT OF ARCHITECTURAL PROGRAM- Not Used

DESIGN SERVICES TASK II

SCHEMATIC DESIGN

Schematic Design: After review of the work plan, ARCHITECT shall proceed with the Schematic Design Phase. The ARCHITECT shall prepare for the DISTRICT'S review a Schematic Design as follows:

- 1. Architectural:
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Not used.
 - c. Not used.
 - d. Site plan with building located and access as needed for DSA approval. All associated, major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences.
 - e. Not Used.
 - f. Identify minimum finish requirements, including ceiling, floors, walls, doors, widows, and types of hardware.
 - g. Identify code requirements, include occupancy classification(s) and type of construction.
- 2. Structural:

Provide structural design and calculations for the projector support.

- 3. Mechanical:
 - a. Not Used.
 - b. Not Used.
 - c. Not Used.
 - d. Show selected system on drawings as follows:
 - i. Not Used.
 - ii. Location and preliminary sizing of all duct work in allocated spaces
 - iii. Schematic piping
 - iv. Temperature control zoning.
- 4. Electrical:
 - a. Not Used.
 - b. Calculate overall approximate electrical loads.
 - c. Identify proposed electrical system for service, power, lighting, low voltage and communication loads that are to be replaced in the area of improvement. No new services are to be delivered within this renovaton.
 - d. Show system(s) selected on drawings as follows:
 - i. Existing panel schedule and load summary with existing and replaced loads.
 - ii. Not Used
 - e. Identify and define the scope of data/telephone system.
- 5. Fire Alarm:
 - a. Plot existing devices
 - b. Ascertain wire size, path and approximate wire length
 - c. Provide voltage drop calculations generally and for existing horn circuit
 - d. Provide applicable battery calculations
 - e. Recommendations for corrections to the existing fire alarm system, if necessary
- 6. Civil: Not Used
- 7. Landscaping: Not Used.

8. Specifications:

Specifications of architectural, structural, mechanical and electrical materials, system and equipment. ARCHITECT is to use DISTRICT'S standardized equipment/material list in development of the project design and specifications.

- 9. Probable Costs:
 - a. Schematic Probable costs: This probable cost consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - b. General conditions shall be applied separately. This probable cost shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.
 - c. The probable cost shall separate the project's building cost from site and utilities cost. ARCHITECT to submit to the DISTRICT the cost estimating format for prior review and approval.
 - d. Escalation: all probable costs shall be priced out at current market conditions. The probable costs shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

MEETINGS

During the Schematic Design Phase it is anticipated that two (2) meetings monthly, will convene between the DISTRICT and the ARCHITECT to address specific design issues and to facilitate the decision making process. Such meetings shall be held at the PROJECT campus. Decisions made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the ARCHITECTS.

DELIVERABLES

- 6 Schematic Design Package submittal with alternatives
- 4 Probable Cost
- 2 A statement indicating changes made to the program design
- 2 DSA file, including <u>all</u> correspondence, meeting notes, etc. to date.

PRESENTATION

ARCHITECT along with his sub-consultants shall present and review with the DISTRICT the detailed Schematic Design. The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the DISTRICT at no additional cost to the DISTRICT.

PROJECT CESSATION PROVISIONS

Upon completion of the schematic design study, the DISTRICT shall have the right to terminate this Agreement upon written notice of such termination to ARCHITECT. The DISTRICT shall pay the ARCHITECT only the fee associated with the services provided under the Schematic Design Phase.

DESIGN DEVELOPMENT-Not Used

CONSTRUCTION DOCUMENT

Upon written authorization from the DISTRICT to proceed with the Construction Documents Phase, ARCHITECT shall prepare from Schematic Design Phase Documents approved by the DISTRICT, a Construction Document consisting of the following:

Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.

CONSTRUCTION DOCUMENTS (C/D):

- 1. Architectural:
 - a. Site plan developed to show building location.
 - b. Interior elevations, sections and floor plans.
 - c. Architectural details and large blow-ups.
 - d. Finish, door, and hardware schedules.
 - e. Not Used.
 - f. Fixed equipment schedules, details and identification.
 - g. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
 - h. Color Boards with interior finish samples included for flooring, paint and wall finishes, doorframe and door finishes, casework, tile, countertops, etc. not

necessary as materials shall match those found in second floor classroom which mirrors this one and demonstrates materials in place prior to fire.

- Finalize any outstanding items for binder with catalogue cut sheets of all selected equipment. Obtain sign off from District and College Director of Facilities listing all added items on transmittal sheet.
- 2. Structural:

Complete structural design and calculations for the projector support.

- 3. Mechanical:
 - a. Mechanical calculations with all piping and ductwork sized.
 - b. Large scale mechanical details.
 - c. Mechanical equipment schedule.
- 4. Electrical:
 - a. Lighting, power, signal and communication plans including all switching and controls. Fixture schedule and lighting details.
 - b. Not Used.
 - c. Electrical load and voltage drop calculations.
 - d. All electrical equipment schedules, details, diagrams, elevations and legends.
 - e. Special system components.
 - f. Completely develop the layout of data/telephone system, raceway and conduit routing and outlet locations.
- 5. Fire Alarm:
 - a. Device layout, schedules, details, diagrams, elevations and legends.
 - b. Distribution information on all power consuming devices and device branch wiring. Single line diagrams.
 - c. Electrical load and voltage drop calculations.
- 6. Civil: Not Used
- 7. Landscape: Not Used
- 8. Probable cost:

Update and refine the Schematic Phase Probable costs.

- 9. Specifications:
 - a. Complete technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project in CSI format.
 - b. Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience as approved by the DISTRICT. Formal review of specifications by the DISTRICT and corrections made as directed at no cost to the DISTRICT.

CONSTRUCTION DOCUMENTS (C/D) FINAL STAGE

- 1. The construction document final stage shall be for the purpose of the ARCHITECT incorporating all Regulatory Agencies' comments into the drawings, specifications, and probable cost. All corrections made by the ARCHITECT during this stage should be at no additional cost to the DISTRICT including those costs related to DSA hourly rate for additional plan review unless changes are generated at DISTRICT request.
- 2. The final contract documents delivered to the DISTRICT upon completion of the ARCHITECT'S work shall consist of the following:
 - a. Drawings: All drawings with ARCHITECT/sub-consultant's State license stamp and DSA stamp.
 - b. Specifications: Original technical specifications on reproducible masters or CD/DVD format if acceptable to DISTRICT'S reprographics firm in CSI format.
 - c. Completely coordinated sub-consultant's work.

MEETINGS

During the Construction Document Phase it is anticipated that two meetings per month will convene to address specific design and construction document issues and to facilitate the decision making process. Such meetings will normally be held at the PROJECT campus. Documented decisions made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions shall constitute a change in the Scope of ARCHITECT Services.

DELIVERABLES

Copies:

4 - DSA submittal Documents – 4 copies of the drawings, 4 specifications and 4 sets of equipment cut sheets.

2 - Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes.

4 - Probable costs.

1 - Engineering calculations.

2 - DSA file including <u>all</u> correspondence, meeting, back check comments, checklists, etc. to date. (Submit with 100% CD submittal).

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

BIDDING PHASE

- 1. The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the DISTRICT and the ARCHITECT. ARCHITECT shall assist the DISTRICT in the prequalification process.
- 2. In the event that items requiring interpretation of the drawings or specifications are discovered during bidding period, said items shall be analyzed by the ARCHITECT for decision by the DISTRICT as to the proper procedure required. Corrective action taken will be in the form of an addendum prepared by the ARCHITECT and reviewed by the DISTRICT prior to release.
- 3. ARCHITECT shall be present during the bid opening.

CONSTRUCTION ADMINISTRATION PHASE

- The ARCHITECT'S responsibility to provide basic services for the Construction Phase under this Agreement commences with the award of the first prime Contract for Construction and terminates at the earlier of the issuance to the DISTRICT of the final Certificate for Payment or sixty (60) days after the date of substantial completion of construction. All Construction Administration work required of the ARCHITECT shall be also be required of ARCHITECT's subconsultants as pertains to their scope of work.
- 2. During construction, the ARCHITECT shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be at no additional cost unless designated as an additional service to the DISTRICT. The drawings and contract wording for change orders shall be submitted to the DISTRICT for review, approval and distribution.
- 3. The ARCHITECT will proceed with the services required by the Construction Administration Phase of this Agreement upon Board approval for award of construction bid.
- 4. The ARCHITECT shall review and take appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders.
- 5. The ARCHITECT'S action shall be taken within fifteen (15) calendar days so as to cause no unreasonable delay in the work or in the construction of the DISTRICT or of separate contractors, while allowing sufficient time in the ARCHITECT'S professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed fifteen (15) calendar days from the receipt by the ARCHITECT.
- 6. During the course of construction, all Requests for Interpretation/ Clarification must be responded to in a most expeditious manner so as not to impact and delay the construction progress.
- 7. Drawings or change orders required due to actions of the DISTRICT which are beyond the scope of the ARCHITECT'S responsibilities, shall be considered extra services.
- ARCHITECT shall schedule bi-weekly visits to the job site for on-site review of the construction of the Project and in coordination with the construction progress meetings. The purpose of these visits is to interpret or clarify in the Contract Documents and to monitor the progress of the Project.
- 9. ARCHITECT shall provide the DISTRICT with a digital photo survey of weekly progress consisting of no less than five photos related to overall, general progress and the

appropriate number of photos necessary to document any field issues requiring resolution. Photos shall be emailed to the DISTRICT's project manager with a narrative describing contents within 48 hours of the bi-weekly meeting.

- 10. The ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The ARCHITECT shall endeavor to guard the DISTRICT against defects and deficiencies in the work. However, the ARCHITECT shall not be a guarantor of the contractor's performance.
- 11. The ARCHITECT shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the Contract Documents. The ARCHITECT shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees.
- 12. ARCHITECT shall provide a log identifying all operations and maintenance manuals, and warranty documents for all equipment and installed systems. The ARCHITECT shall review contractor's submittal for completeness and submit to DISTRICT.
- 13. ARCHITECT provide a complete DSA file to the DISTRICT, including <u>all</u> related correspondence, meeting notes, back check comments, checklists, inspection affidavits, etc. to the DISTRICT at acceptance.

CLOSE OUT PHASE

- 1. The ARCHITECT'S responsibility to provide basic services for the Close Out phase under this Agreement commences with the Contractor's request for a punch list walk and terminates at the close out the project with the Division of the State Architect.
- 2. ARCHITECT including consultants shall participate in/ develop punch lists as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
- 3. ARCHITECT shall provide DISTRICT, the DSA Inspector of Record and contractor with a comprehensive punch list itemizing all outstanding issues on an area by area basis.
- 4. ARCHITECT shall walk with DISTRICT and contractor to confirm that punch list items are completed. ARCHITECT may use original list with items highlighted to show those areas as still outstanding.
- 5. ARCHITECT shall perform follow up walk for any punch list items that were outstanding.

- 6. After the third punch list walk, if there remains any incomplete items, ARCHITECT shall provide to the DISTRICT a cost analysis of all outstanding items.
- 7. ARCHITECT shall provide architectural/engineering advice to the DISTRICT on start-up, break-in and debugging of facility systems and equipment; and participate in/ develop punch lists including consultants as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
- 8. The ARCHITECT shall work with the DISTRICT and their consultants in complete close out of the project including DSA certification. This phase will be considered complete upon a complete submittal to the Division of the State Architect of all close out documentation.
- 9. Not Used.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA WORK

The following extra services to this Agreement shall be performed by ARCHITECT if needed and requested by the DISTRICT.

- 1. Making revisions in drawings, specifications or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the DISTRICT.
- 2. Required by the enactment or revisions of codes, laws or regulations subsequent to the preparations of such documents.
- 3. Due to changes required as a result of the DISTRICT'S failure to respond to a written request from the ARCHITECT within a reasonable time, as requested by ARCHITECT.
- 4. Providing services required because of significant documented changes in the Project initiated by the DISTRICT, including but not limited to, size, quality, complexity, the DISTRICT'S schedule, or method of bidding or negotiating and contracting for construction.
- 5. Prepare drawings, specifications and other documentation and supporting data, evaluating contractor's proposals, and providing other services in connection with change orders and construction change directives. ARCHITECT shall not be due any fee for extra services due to change orders resulting from ARCHITECT'S design errors and omissions.
- 6. Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with replacement of such work.
- Providing services made necessary by the default of the contractor, by major defects or deficiencies in the work of the contractor for Payment, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of substantial completion of work.
- 8. Providing services in connection with evaluating substitutions (excluding the first substitution) proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting there from if the contractor failed to follow the ARCHITECT'S specified specification of the Project.

- Provide documentation and work effort to assist the DISTRICT with conflict resolution between the DISTRICT and the contractor on items unrelated to questions of design integrity.
- 10. The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The sub-consultant hourly rates as shown below include a 10% administration fee/mark-up fee. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the ARCHITECT and each sub-consultant involved in the Project.

Architectural Services	Fee Per Hour
Principal Architects	\$185
Project Manager	\$165
Specification Writer	\$165
Senior Contract Administrator	\$150
Planner	\$150
Senior Designer	\$150
Project Architect	\$140
Interior Designer	\$140
Senior Planner	\$135
Intermediate Designer	\$135
Project Leader	\$120
Contract Administrator	\$120
Job Captain	\$120
CADD Animator	\$105
CADD, Senior	\$105
CADD, Intermediate	\$90
CADD, Junior	\$80
Graphic Designer	\$80
Technical Support Staff	\$80
Administrative Support Staff	\$80
IDS Group **	
Principal	\$175
Engineering Manager	\$155
Engineer	\$125
Senior Designer	\$105
Designer	\$85
Draftsperson	\$70
Clerical	\$60

<u>OMB **</u>	
Principal	\$175
Lighting Designer	\$155
Project Engineer	\$125
Sr. Designer	\$110
Designer	\$85
CAD Drafting	\$70
Word Processor	\$50
Pyro-comm **	
Fire Alarm Designer	\$85

**Indicates services will be charges at 1.10% amount shown

EXHIBIT "C"

Project Specific Scope of Work

Project Description

The B.G.S. Building was partially damaged by fire on June 22, 2013. This project is limited to design services in support of the fire-damaged design for repair. The project includes the repair/replacement of the architectural, mechanical, plumbing and electrical systems within the fire damaged Lecture Hall #323, Projection Room #322 and Storage Room #324 on the third level of the B.G.S. Building. This is a "replace-in-kind" replacement project with no improvements, such as audio/video upgrades, additional electrical/I.T. appurtenances. The project includes the required code and ADA/Accessibility improvements as identified in the DSA meeting minutes dated Wednesday, September 4, 2013 (included in this document). Structural engineering is not included.

Preliminary project efforts have included review of the existing drawings and DSA project requirements The associated costs are as follows:

Etienne Runge	13.50 hours @ \$185	\$2,497.50
Lucien Runge	4.5 hours @ \$185	\$832.50
Jason Buckley	10.25 hours @ \$130	\$1332.50
Manny Melendez	1.00 hours @ \$105	\$105.00
Cathy Dadamo	11.75 hours @ \$65	\$735.75
	Total	\$5,531.25

In addition, R²A attend a meeting with DSA on Wednesday, September 4, 2013:

Etienne Runge	5.75 hours @ \$185	\$1,063.75
Jason Buckley	10.00 Hours @ \$130	\$1,300.00
	Total	\$2,363.75

Assumptions and Clarifications:

In accordance with Chapter 11, Section 1134B of the California Building Code (CBC)

- A. Ducts penetrating the corridor wall will be fire-rated with new dampers.
- B. Upgrade the two (2) restrooms on the third level (Room #332 & #334) including but not limited to: 1) Insulated protective coverings at hot water supplies, traps, and tailpieces, 2) New power supplies at two existing doors 3)all other necessary adjustments to meet

code requirements

- C. A drinking fountain will be added at one (1) location on the third level of the building.
- D. Power outlets will be added to accommodate required accessibility revisions.
- E. Lecture Hall #323 design will include:
 - i. Achieve a one-hour rating.
 - ii. A new, permanently installed, "assisted listening system".
 - iii. The path of travel upgrade including ADA signage.
 - iv. Doors meeting ADA requirements
 - v. Replacement finishes
 - vi. Replacement seating
 - vii. Phone and data conduit path restored
- F. Projection Room #322 will be restored to its previous condition.
- G. Storage Room #324 will be restored to its previous condition.
- H. Upgrade elevator controls.
- I. Fire alarm

Exclusions

- A. Work related to the air-handling units, ductwork, and air distribution other than that listed above.
- B. Fire sprinkler system.
- C. Exit stairs (noted as not required by DSA review)
- D. Parking lot revisions (current conditions meet requirements)
- E. Tele-communication, data or information technology (IT), system cabling, device and equipment specifications.
- F. CCTV and A/V system devices.
- G. Redesign due to equipment additions
- H. Custom signage and graphic design
- I. Improvements within the public right-of-way

Preliminary Proposed Construction Schedule:

The preliminary schedule is as follows:

1. Construction documents phase	6 weeks
2. DSA processing phase:	
a) Bin time	6 weeks
b) Plan check	8 weeks
c) Address comments	4 weeks
3. Advertise for bids	4 weeks
4. Bidding phase	4 weeks
5. Board approval	4 weeks
6. Construction	16 weeks

Total

52 weeks

Exhibit "D" DSA reference documents

Note: Storage and Projection room are inaccurately excluded from graphic. DSA Meeting Minutes are intended as a reference source and do not change contract requirements.

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Statutues of 2001 New Campus? ² TES NO 4 Lateration/ Modernization 0 Sel Constructed on new or cleared site. 5 Rehabilitation 0 Sign 2 Constructed on new or cleared site. 6 Reconstruction 0 Sign 2 Constructed on new or cleared site. 6 Reconstruction 0 Sign 2 Constructed on new or cleared site. 6 Reconstruction 0 Sign 2 Constructed on new or cleared site. 6 Reconstruction 0 A, 5, or 6 - Is value of project more than 50% pre-improvement market value of structure? Project Scope 10 A, 5, or 6 - Is value of Project Submittal 1 2 3 4 5 6 10 Nitfying increments, if applicable 1 2 3 4 5 6 X X Onals identified on DSA-1 consistent with those represented in plans 1 2 3 4 5 6 X X Nog and Inspections List neeting records, if applicable X X Y Y Nog and Inspections List No N X X X Y Y No stately instruction and Design Criteria Report for Rehabilitation of Existing N/1/13 (see BU 12-02) N X Y Y No st	It after 7/1/2002? ¹	uction 3		uqn	
Between street Constructed on new or cleared site. Description Description Sight 2 Additions 6 Reconstruction 1 Sight 2 Constructed on new or cleared site. Description 1 1 Sight 4, 5, or 6 - Is value of project more than 50% pre-improvement market value of structure? Project Scope Loc A, 5, or 6 - Is value of project more than 50% pre-improvement market value of structure? Project Scope Loc A, 5, or 6 - Is value of Plans and Specifications Intropolect Submittal 1 2 3 4 6 Mitrying increments, if applicable not Approval of Plans and Specifications 1 2 3 4 6 X X X Submittal Checklist not Approval of Plans and Specifications 1 2 3 5 6 X	h. 725, Statutes of 2001		odernization	S toel	
ject located in a flood hazard area as defined by local jurisdiction flood hazard map? TYEN STANO 4. 5, or 6 - Is value of project more than 50% pre-improvement market value of structure? Froject Scope s/Documents for Project Submittal fion for Approval of Plans and Specifications infifying increments, if applicable onals identified on DSA-1 consistent with those represented in plans for market value of DSA-1 consistent with those represented in plans submittal Checklist more than for code, if applicable intermeting records, if applicable intermeting records, if applicable intermeting records, if applicable for elardship Request, if applicable intermeting for School Use intermeting for School Use interme	Jollege SU, ESB)	- Constructed on new or cleared site. Additions	- uo	in Pro	
4, 5, or 6 - Is value of project more than 50% pre-improvement market value of structure? Project Scope Lot s/Documents for Project Submittal 1 2 3 4 5 6 Lot s/Documents for Approval of Plans and Specifications 1 2 3 4 5 6 X ition for Approval of Plans and Specifications 1 2 3 4 5 6 X X ntifying increments, if applicable ntifying increments, if applicable X X X Submittal Checklist Submittal Checklist X X X X X ngs and Inspections List Evaluation of Existing X <	Is project located in a flood haza	ird area as defined by local jurisdiction flood hazard map?]YES 🛛 NO	rovided	
Project Scope Project Scope Lot s/Documents for Project Submittal 1 2 3 4 5 6 tion for Approval of Plans and Specifications ntifying increments, if applicable 1 2 3 4 5 6 ntifying increments, if applicable nonsistent with those represented in plans 1 2 4 X Y <t< td=""><td>tes 2, 4, 5, or 6 - Is value of project</td><td>ct more than 50% pre-improvement market value of structure?</td><td></td><td>Ы</td><td></td></t<>	tes 2, 4, 5, or 6 - Is value of project	ct more than 50% pre-improvement market value of structure?		Ы	
ion for Approval of Plans and Specifications inflying increments, if applicable onals identified on DSA-1 consistent with those represented in plans Submittal Checklist Submittal Checklist ngs and Inspections List w meeting records, if applicable ince Hardship Request, if applicable intervaluation and Design Criteria Report for Rehabilitation of Existing g Buildings for School Use intp://www.documents.dgs.ca.gov/dsa/pubs/DSA_Rehab_Stakeholders.pdf_rev01-06-12.pdf} to http://www.documents.dgs.ca.gov/dsa/pubs/DSA_Rehab_Stakeholders.pdf_rev01-06-12.pdf} to http://www.do	corms/Documents for Project S	2822			ocation/Drawing # (or N/A)
ntifying increments, if applicable x x x onals identified on DSA-1 consistent with those represented in plans x x x Submittal Checklist x x x x x Submittal Checklist x </td <td>polication for Approval of Plans an</td> <td>nd Specifications</td> <td>X </td> <td></td> <td></td>	polication for Approval of Plans an	nd Specifications	X		
onals identified on DSA-1 consistent with those represented in plans X X Submittal Checklist N X X ngs and Inspections List N X X ngs and Inspections List N X X ngs and Inspections List N X X ew meeting records, if applicable X X X evaluation and Design Criteria Report for Rehabilitation of Existing X X X g Buildings for School Use Interlinetion of Existing X X X e plan, with LFA sign off for applicable projects. Required as of 1/1/13 (see <u>BU 12-02</u>) X X Y	C, Identifying increments, if applic	cable	×		
Submittal Checklist X X ngs and Inspections List N X X ew meeting records, if applicable X X X ew meeting records, if applicable X X X ince Hardship Request, if applicable X X X Evaluation and Design Criteria Report for Rehabilitation of Existing X X X g Buildings for School Use Athenoiders pdf rev01-06-12.pdf X X X et plan, with LFA sign off for applicable projects. Required as of 1/1/13 (see <u>BU 12-02</u>) A + +	ofessionals identified on DSA-1 cc	onsistent with those represented in plans	×		
ngs and Inspections List ew meeting records, if applicable ince Hardship Request, if applicable Evaluation and Design Criteria Report for Rehabilitation of Existing g Buildings for School Use ittp://www.documents.dgs.ca.gov/dsa/pubs/DSA_Rehab_Stakeholders.pdf_rev01-06-12.pdf) te plan, with LFA sign off for applicable projects. Required as of 1/1/13 (see <u>BU 12-02</u>)	roject Submittal Checklist		×	1	
ew meeting records, if applicable ince Hardship Request, if applicable Evaluation and Design Criteria Report for Rehabilitation of Existing g Buildings for School Use http://www.documents.dgs.ca.gov/dsa/pubs/DSA_Rehab_Stakeholders.pdf_rev01.06-12.pdf) te plan, with LFA sign off for applicable projects. Required as of 1/1/13 (see <u>BU 12-02</u>)	Testings and Inspections List		×		
Ince Hardship Request, if applicable Evaluation and Design Criteria Report for Rehabilitation of Existing Buildings for School Use http://www.documents.dgs.ca.gov/dsa/pubs/DSA_Rehab_Stakeholders.pdf_rev01.06.12.pdf) te plan, with LFA sign off for applicable projects. Required as of 1/1/13 (see <u>BU 12-02</u>)	y review meeting records, if applic	cable	×		
Evaluation and Design Criteria Report for Rehabilitation of Existing g Buildings for School Use http://www.documents.dgs.ca.gov/dsa/pubs/DSA_Rehab_Stakeholders.pdf_rev01-06-12.pdf) te plan, with LFA sign off for applicable projects. Required as of 1/1/13 (see <u>BU 12-02</u>) +	ompliance Hardship Request, if ap	pplicable	×		
g Buildings for School Use http://www.documents.dgs.ca.gov/dsa/pubs/DSA_Rehab_Stakeholders.pdf_rev01-06-12.pdf) te plan, with LFA sign off for applicable projects. Required as of 1/1/13 (see <u>BU 12-02</u>)	oved Evaluation and Design Crite	sria Report for Rehabilitation of Existing			
ie plan, with LFA sign off for applicable projects. Required as of 1/1/13 (see BU 12-02)	orming Buildings for School Use ure at http://www.documents.dgs.ca.go/	v/dsa/pubs/DSA_Rehab_Stakeholders.pdf_rev01-06-12.pdf)			
	on site plan, with LFA sign off for	r applicable projects. Required as of 1/1/13 (see BU 12-02)	+		0 10 1 000

\mathbf{A}		DSA File No.:* DSA Application No.:* * if mainty assimad hu DSA	FORM DSA-3 Rev 8/12	
	CALIFORNIA DEPARTMENT OF GENERAL SERVICES			
			Project Scope	Location/Drawing
Part 2	DSA Plan Review Fees		9	# (or N/A)
2.01	Access/Structural/Fire Life Safety plan review fees		×	
Part 3	Construction Document Submittal			
3.01	General Requirements for Drawings and Specifications		123456	
۲	Three (3 *) sets of stamped drawings and specifications	*1 set for Access only projects	×	
В	Plans, elevations, sections and details cross-referenced		×	
υ	Plans coordinated between all disciplines		×	
۵	New and existing elements and fire rated assemblies clearly identified	q	×	
ш	Bid alternates identified, when applicable		×	
L	All specification sections coordinated with scope of work		X	
3.02	Title Sheet		123456	
∢	Index of all sheets (each sheet to have unique sheet number)		×	
B	Scope of work description		×	
ပ	Increments identified, when applicable		×	
۵	Re-use projects identified with prior DSA numbers when applicable			
ш	Vicinity map including site address, scale, North arrow and cross streets	sets	×	
ш	Project Directory including phone, fax and address for owner, architect and consultants	ect and consultants	×	
σ	List of required governing codes, adopted standards and inspector classifications	assifications		
a.	For new campuses: The project must meet the mandatory measures of the 2010 California Green Building Standards (CALGreen) Code (Title 24, Part 11 - Effective 1/1/11)	of the 2010 California Green 1/11)	0	
≖	Complete code analysis (e.g., use, occupancy classification, allowable area, allowable bldg. height, construction type, mixed ratio, area increase justifications for each building)	le area, ustifications for each building)		
-	Requested deferred approvals, as applicable from list below		×	
<u>а</u>	Access floors		0	
D	Bleachers (seating layout indicated at time of submittal)		00	
Ċ	Elevator guide rails and support brackets		D	
ч.	Exterior wall systems of precast concrete, GFRC, etc.			
e.	Skylights (do not defer if Engineering reports or complete information is available	nation is available)		
<u>ب</u>	Stage rigging			
ġ.	Window wall systems or store fronts with spans over 10 teet			
Ŀ.	Others as agreed to in advance by DSA			
				2004

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\leftarrow	Division of the State Architect *(if previously assigned by DSA)	FORM DSA-3 N DSA) Rev 8/12
		Project Scope
3.03	Site Plan and/or Civil Drawings	
A	Comprehensive campus site plan and enlarged site for scope of work	×
a a	Identification of each building including name, occupancy and construction type	×
U	DSA application number(s) of each existing building and parking lot. Clearly indicate if past projects	if past projects X
	Non Field Act structures identified and noted as "Not Part of Structural Review"	
ш	Real and assumed property lines from the face of buildings in scope of work fully dimensioned	lensioned
ш	Accessibility site plan data including spot elevations to determine slopes	
თ	Accessible parking spaces identified and detailed	
F	Parking ratio calculations for each parking lot	
_	Accessibile restrooms, drinking fountains and public phones shown and other facilities identified	ss identified
-	Sidewalk and roadway widths and surface materials identified	
×	Covered walkways and shade structures clearly identified as new or existing, with construction type	Instruction type
	Site elements, fences, gates, retaining walls, light poles, signs, paving, landscaping,	
	playground/athletic equipment, bleachers, grandstands and shage structures identified	ed
	and dimensioned including landscape planting associated with the accessible barrent or laver	
Σ	Path of travel from public transportation stops, public way accessible parking/accessible passenger Londing somes administration building area of work and restroom serving area of work	Ible passeriger
z	Means of egress to public way or to identified safe dispersal area(s). Show all fencing and gates	g and gates
	(show gates with panic hardware and widths.)	
0	Fire department access route (fully demensioned), fire hydrant, water supply data.	
	(For O through T, see <u>GL-1: Project Submittal Guidelines for AFSS</u>)	
∟	Post indicator valve, fire department connection and fire hydrant identified	
a	All underground fire lines (including lengths/sizes) thrust blocks location, water tanks (with capacity)	: (with capacity)
۲ ۲	Underground and above-ground utilities and drainage systems identified	
S	Location of automatic sprinkler riser(s) indicated and detailed	
F	Civil: Topo lines, spot and bldg outlines, bldg elevations, grade information, and water flow test hydrants	st hydrants
∍	Show "Frontage Increase" area(s), fully dimensioned, perpendicular to face(s) of building(s)	Iding(s) X
>	If project located on flood plain, required information appears on plans. (Refer to 2010 CBC, Section 1603A.1.7 and DSA Procedure 11-01)	
Form D	Form DSA-3 (Rev 08-01-12)	Page 3 of 8

$\mathbf{\mathbf{k}}$	Division of the State Architect CALIFORNIA DEPARTMENT OF GENERAL SERVICES	DSA File No.:* DSA Application No.:* * (if previously assigned by DSA)	FORM DSA-3 Rev 8/12	
3 04	Demolition Plans		Project Scope	Location/Drawing # (or N/A)
A	Floor, elevations, reflected ceiling, and roof plans			
3.05			1 2 3 4 5 6	
۲	Fully dimensioned drawings demonstrating access compliance including toilet rooms, elevators, wheelchair lifts, stairs, ramps, and door clearances, doors with panic hardware, rated walls (type and reference to detail)	cluding toilet rooms, elevators, inic hardware, rated walls (type and	×	
m	Room labels indicating use and room occupancy load identified		×	
ပ	Exit analysis (show exit widths and cumulative loads to exit) including exit discharge paths and widths	ding exit discharge paths and widths	×	
٥	Accessible egress systems identified and detailed		×	
ш	Occupancy loads for all areas. Include detailed bleacher seating layout and remaining floor area load calculated when applicable	ayout and remaining floor	×	
LL.	All walls, indicate fire areas, fire barriers, fire partitions, fire walls, fire party walls, horizontal assemblies, rated shafts, smoke barriers, smoke compartments, rated corridors and rated exterior walls.	fire party walls, horizontal assemblies, s and rated exterior walls.	×	
Ċ	Fixed furniture and equipment layouts. detailed casework functions/accessibility features	ns/accessibility features		
			×	
-	Enlarged floor plans of restrooms, elevators, stairs, ramps, lifts, etc. cross-referenced and dimensioned	tc. cross-referenced and dimensioned		
ر	Way-finding and signage legends and locations with details cross-referenced and key plan	-referenced and key plan	×	
×	Elevator location in relation to nearest stair identified within 200'			
_	For each room, indicate Gross or Net floor area total and door swings	ings	× >	
Σ	For each room, indicate occupant load factor used for occupant load calculations (Net or Gross)	ad calculations (Net or Gross)		
3.06	Architectural Details, Elevations, Sections, and Reflective Ceiling and Roof Plans	eiling and Roof Plans	123456	
٩	Door, hardware, windows and wall finish schedules including details, panic hardware	ails, panic hardware		
	and fire door and rated and tempered glazing/window assemblies referenced	referenced		
B	Wall-type schedule including details and fire ratings, and assembly design numbers referenced	ly design numbers referenced		
U I	Signage schedules including details of room identification and way-finding signage	iy-tinging signage		
u	Detailed Interior elevations, exterior elevations, and accessibility	ichorage, and accessibility		
J LL	Rated ceiling and floor identified			
. U	Door openings and wall penetration located and detailed			
I	Sky lights (size and location), soffits, and other architectural projections identified	ections identified		
_	Television bracket, projector, walk-in refrigerators and freezers identified	entified		
ر	Roof classes identified (new and existing)			
×	Items "Not in Contract" (NIC) identified (e.g., casework, shelves, furniture)	furniture)		
		iew)		
Σ	Anchorage details referenced (structural review)			
Form D	Form DSA-3 (Rev 08-01-12)			rage 4 oi o

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FORM

FORM * (if previously assigned by DSA) DSA File No.:* DSA Application No.:*

Division of the State Architect CALIFORNIA DEPARTMENT OF GENERAL SERVICES

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		Project Scope	t Scol	be	bəbiv		Location/Drawing	Ē
3.07	DSA-Approved Reference Drawings and Comparison Sets	123	4	5	Dro Dro		# (or N/A)	
A	DSA-approved reference drawings				×			1
m	DSA-approved comparison sets (for reuse of previously approved designs				×			
3.08	Structural Drawings	1 2 3	4	2	9			Г
۶	Design basis, materials and lateral system indicated				+			T
æ	Diaphragm and chord design and details identified and coordinated				=			Τ
ပ	Shear wall, braced frame, and collector design and details identified							
۵	Anchorage of concrete and masonry walls designed and detailed				-			1
ш	Reinforced concrete shear wall, moment frame elevation and details provided				+			1
L	All trusses completely detailed				+			
U	All open web trusses completely detailed per manufacturer (unless deferred)				-			1
I	Windows, doors, skylights, ducts, pipes and other openings identified and coordinated			-	+		U.S.	Τ
-	Mechanical and electrical equipment located on plans, sections, elevations and details				+			
-	Typical details, schedules and notes provided as applicable to scope of work							
×	For relocatable buildings less than 2160 sq.ft., wood foundations identified and detailed				_			
	For relocatable buildings exceeding 2160 sq.ft., concrete foundations identified and detailed				_	_		
3.09	Mechanical / Plumbing Drawings and Calculations	1 2 3	4	2	9	4		ſ
۷	Location of all rated assemblies identified				-			
В	Mechanical unit locations shown, anchorage details referenced and provided				+			
ပ	Mechanical equipment schedule including equipment and CFM's				-			
	Anchorage details applicable to duct and fuel pipe and structural framing system		_		-			
ш	Plumbing fixture schedule including identify all accessible fixtures				_			
LLL.	Mechanical and plumbing wall penetrations at fire walls, shear walls, etc. identified and referenced				+	_		Т
U	Plumbing layout coordinated with architectural plans and accessible fixtures identified				+			
Т	Grade level gas shut-off valve location indicated for building(s) (indicate if seismic)				-	_		Т
-	Locations shown of fire/smoke dampers, supply/return registers and ducting, of details cross-referenced		_		_			
-	Fume hood system included exhaust duct identified and detailed				+	_		
¥	Type I kitchen hood for fire suppression system identified and detailed			+	+			
	Special system including smoke removal, special venting, dust collection, and			-				
	all interfacing equipments identified and detailed	-	-	T	+	_		T
Σ	Domestic water load calculations and pipe sizes, and gas load calculations and pipe sizes identified	-+			+	_		T
z	Title 24 Energy Calculations				╡			Τ
0	For new campuses: Plumbing calculations and specifications for indoor water and waste water use must meet mandatory requirements in the CALGreen Code (Title 24, Part 11), Division 5.303.				0			
	See 91-4: Calofeen Mandatory and Volunialy measures for thore information:						Page 5 of 8	8

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		DSA File No.:*	FORM	
-~	Division of the C+++ Archi+c+	DSA Application No.:*	DSA-3	
X	State Architect	* (if previously assigned by DSA)	Rev 8/12	
	CALIFORNIA DEPARTMENT OF GENERAL SERVICES	the Constitute Constant at	Ver OI 17	
			Project Scope	Location/Drawing
3.10	Electrical Drawings		1 2 3 4 5 6 2	# (or N/A)
٩	Panel locations and rated assemblies identified			
B	Exit signs located and existing and new exit signs identified			
ပ	Emergency lighting identified (interior and exterior); Dedicated circuits provided	rcuits provided		
	Receptacles, GFCI, switches, accessible locations and heights identified and detailed	dentified and detailed		
ш	Assistive listening systems provided and identified when required			
ш	Complete single-line diagrams			
Ċ	Conductor sizes identified			
T	Panel schedules and load calculations			
_	Equipment anchorage details cross-referenced			
- -	Title 24 Energy Calculations			
3.11	Fire Alarm Drawings and Documents		1 2 3 4 5 6	
A	For projects exempt from from Green Oaks Family Academy Elementary School Fire Protection Act (SB 575, Chapter 725, Statutes of 2001), statement on fire alarm title sheet in plans and	mentary School Fire Protection larm title sheet in plans and		
B	Automatic fire alarm system required for all new buildings on a new campus and for modernizations	ew campus and for modernizations		
c	(includes new buildings on an existing carripus) it project cost exceeds \$200,000 with any state target and state the prime of the plan including height of the plan plane of designations indicated		+	
	Fire alarm control panel, power booster, terminal cabinets, annunciator panels, etc. located	nciator panels, etc. located	+	
u u	Conduit runs indicated including wire type, size and number indicated	cated	+	
u u	Identification of system used: Addressable or Non-addressable, Class and Style	Class and Style	+	
ۍ ا	Fire alarm floor plans including room uses, circuits and device numbers identified, rated walls	umbers identified, rated walls	+	
I	State Fire Marshal listings and manufacturer cut sheets for fire alarm devices	larm devices	+	
۔	Voltage-drop and battery calculations provided- Refer to GL-2: FA Project Submittal Guideline	A Project Submittal Guideline	+	
3.12	Automatic Fire Sprinkler Systems (AFSS). Refer to GL-1: AFSS Project Submittal Guideline	SS Project Submittal Guideline	1 2 3 4 5 6	
A	Test hydrant locations & water flow test data signed by local fire authority or water purveyor	authority or water purveyor	+	
	Sprinkler plan and site plan layout with nodes to water flow test hydrant	iydrant	+	
0	Reflected ceiling plan with sprinklers located, coordinate with Architectural plans	chitectural plans	+	
	Cross-sectional plans of buildings		+	
ш	Details of all assemblies, fittings, bracing, hangars, thrust blocks, signage, etc.	, signage, etc.	+	
ш	Hydraulic Calculations for each bldg, system and hydraulically re	bldg, system and hydraulically remote area(s) to water flow test hydran	+	
G	Specifications & Manufacturer's Product Data Sheets for all materials and devices	erials and devices	•	
I	State Fire Marshal listings for all Fire Alarm related appliances		+	
Form D:	Form DSA-3 (Rev 08-01-12)			Page 6 of 8

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		DEA EILO NO .*	FORM	
-~	Division of the	DSA Application No.:*	DSA-3	
\leftarrow		* (if previously assigned by DSA)	Rev 8/12	
	CALIFORNIA DEFARIMENT OF GENERAL UNACCO			
			oject Scope	Location/Drawing
Part 4	Project Structural Calculations			(M/N ID) #
4.01	One (1) set of stamped and signed structural calculations			
4.02	Index of all calculations			
4.03	Scope of work indicated			
4.04	Governing codes indicated			
4.05	Seismic, wind and importance load factors indicated			
4.06	Complete design criteria indicated			
4.07	Soil bearing pressures limited to 1000 psf unless substantiated by a geotechnical report	a geotechnical report		
4.08	Lateral soil bearing pressure limited to 100 psf unless substantiated by a geotechnical report	d by a geotechnical report		
4.09	Geotechnical Report to substantiate the allowable lateral soil pressure used for the design of poles,	sure used for the design of poles,		
011	signs or antennae if design loads greater than 100 pst	alans coordinated		
4.10	Structural system with carculations and root, noor and roomation. Snow load used for design indicated			
	SHOW Day used for design margare.			
4.12	Snow drift calculation			
4.13	Lateral drift calculations as required by code			
4.14	Load calculations including weight of mechanical and electrical units and fire sprinkler pipe	its and fire sprinkler pipe		
4.15	Calculations for mechanical equipment anchorage including overturning	urning		
4.16	Complete truss calculations and details for open-web trusses (unless deferred)	ess deferred)		
4.17	Chord and collector calculations			
4.18	Lateral system calculations including plywood shear wall, braced frame, moment frame, CMU concrete shear walls	rame,		
4.19	Maximum diaphragm dimension ratio for wood diaphragms compliant with California Building Code, Table 2305.2.3	ant with		
4.20	Calculations for lateral roof and above grade floor diaphragm			
4.21	Calculations for accidental torsion consideration for a rigid diaphragm, and rigid diaphragm identified	gm,		
4.22	Dynamic analysis calculations for buildings with structural irregularities per ASCE Table 12.6-1	rities		
4.23	Designs by computer analysis including representative hard copy			
4.24	Calculations for site structures (e.g., light poles, signs, antennas, retaining walls)	etaining walls)		
4.25	Calculations demonstrating that building mass has not increased by more than 10% and lateral resisting capacity has not been reduced by more than 5%	by more than 10% and		
4.26	Justification that cost of building alterations does not exceed 50% of building replacement	of building replacement		
Form D	Form DSA-3 (Rev 08-01-12)		L.	Page 7 of 8

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-~	Division of the	DSA File No.:* DSA Application No.:*	FORM	
\downarrow	State Architect	* // monitorior and pur DSA)	Rev 8/12	
	CALIFORNIA DEPARTMENT OF GENERAL SERVICES		710 491	
			Project Scope	Location/Drawing
Part 5	Geotechnical Investigation and Geo-Hazards Report		1 2 3 4 5 6 <mark>6</mark>	# (of N/A)
5.01		vith stamps and signatures		
5.02	1 copy of the Geo-Hazards Report, stamped and signed, and copy of transmittal to CGS, per IK A-4	copy of transmittal to CGS, per IR A-4		
5.03	Letter updating original report(s	eer)		
5.04				
5.05	Geo-Hazards statement signature on the DSA-1(for existing school sites only)	chool sites only)		
Part 6	Energy Compliance, High Performace, and CAL Green Documentation	cumentation	1 2 3 4 5 6	
6.01	1	ignatures (Form DSA-403)		
6.02	Title 24 Energy Compliance forms with appropriate signatures on drawings	on drawings		
6.03	Title 24 Mandatory Measures indicated on drawings			
6.04	T24 Energy Report (8 1/2" x 11" format)			
6.05	Compliance Documentation - see Compliance and Acceptance forms at http://www.energy.ca.gov/2008publications/CEC-400-2008-017/rev1_appendices/NRCM_Appendix_A.pdf	e forms at ss/NRCM_Appendix_A.pdf		
6.06	High Performance Incentive (HPI) grant applications: Check Box 16b on DSA-1 form and provide one additional set of construction documents to the DSA Headquarters Office. See http://www.dgs.ca.gov/dsa/Programs/progSustainability/hps.aspx for additional documentation requirements.	<pre>iox 16b on DSA-1 form and provide one ters Office. * additional documentation requirements</pre>		
6.07	For new campuses: Specification sections and/or Construction Standards Institutes (CSI), Section 01350, for construction waste reduction and pollutant control must meet mandatory requirements in the CALGreen Code (Title 24, Part 11), Divisions 5.408 and 5.504. See 2010 California Green Building Standards Application Matrix for more information.	Standards Institutes (CSI), Section nust meet mandatory requirements in 504. atrix for more information.	0	
Part 7	Optional Full Electronic Submittal			
	(per DSA Procedure 09-05)		1 2 3 4 5 6	
7.01	All required documents uploaded to DSA FTP site and bookmarked	arked	0	
Part 8	Signature			
As Prof the requ	As Professional in General Responsible Charge, I declare that I have reviewed this project submittal and attest that the project is in compliance with the requirements of the Project Submittal Checklist (DSA-3)	project submittal and attest that the project is in	compliance with	
2	Print Name Signature, Architec	Signature, Architect or Engineer in General Responsible Charge	Date	

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EXHIBIT A Page **46** of **50**

Project Meeting Report DSA-1

PROJECT: Saddleback College – BGS Fire Repair

South Orange County Community College District Saddleback College 28000 Marguerite Parkway Mission Viejo, CA 92692 **R²A** 9689P.00

REPORT NO. DSA-1

DATE: 9/4/2013

PRESENT:

Craig Rush (CR) Don Fenlason (DF) Walt Rice (WR) Jim Rogers (JR) Etienne Runge (ER) Jason Buckley (JB) Mike Donahue (MD) Kelly Palmer (KP) DSA DSA SOCCCD Saddleback College R²A Architecture R²A Architecture Pyro-Comm Systems, Inc. Pyro-Comm Systems, Inc. craig.rush@dgs.ca.gov don.fenlason@dgs.ca.gov wrice@socccd.edu jrogers39@saddleback.edu erunge@r2aarchitecture.com jbuckley@r2aarchitecture.com mdonahue@pyrocomm.com kpalmer@pyrocomm.com

ITEMS DISCUSSED:

1.1. <u>Scope of Work:</u>

ER described that the fire damage was limited to the 3rd level lecture hall and stated that the project team would like to discuss what the scope of work would be as it pertained to fire alarm, accessibility & exiting beyond the limits of the fire damaged lecture hall.

1.2. <u>Fire Alarm:</u>

MD described that the fire alarm system was originally installed in 1984. The placement of the pull stations, audible alarms, strobes and smoke detectors on the existing fire alarm system do not meet current code.

MD stated that about 10 years ago, the College did a one-for-one replacement of the fire alarm system which was upgraded from Simplex to Pyro-Comm. The contractor also installed graphics panels and tied the fire alarm system into the AGB's fire alarm panel.

WR asked if DSA will require a complete fire alarm upgrade for the entire building.

DF stated that the fire alarm replacement within the fire damage area shall be reinstalled to meet the current code.

CR stated that DSA cannot force an entire building upgrade for the fire alarm system as the building code does not require it. We will refer to the original DSA Approved documents for what needs to be reinstalled.

KP asked if a complete as-built is required for the DSA submittal.

DF stated that DSA will only review the fire alarm system in the project scope area and the fire alarm system shall be a one-for-one replacement.

CR stated that strobes must be installed in the project scope area as they are part of the accessibility upgrade requirements per 2010 CBC Chapter 1134B.

CR encouraged the District and the College to upgrade the entire fire alarm system, but reiterated that it was not a code requirement for this project.

CR asked DF if the elevator required fire alarm upgrades for this project. DF stated that the elevator does not require fire alarm upgrades.

1.3. <u>Accessibility Upgrade Requirements:</u>

ER described the accessible issues identified in the Saddleback College BGS Building ADA/Accessibility Observation Report dated August 13, 2013.

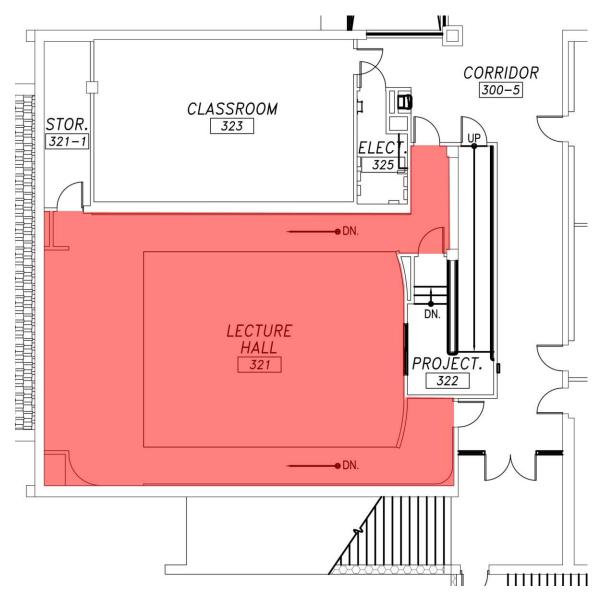
DF identified the following as required accessibility upgrades for this project:

- Upgrade/show compliance the main entry doors into the facility and the entry doors located one floor level directly below the scope of work area.
- Upgrade/show compliance for all the accessible features on the elevator.
- Upgrade/show compliance for the restrooms on the same floor as the project scope of work area only.
- Upgrade/show compliance for the drinking fountains on the same floor as the project scope of work area only. DF stated that per code, 50% of the drinking fountains shall be accessible and 50% shall be standing height. JB stated that the affected floor currently has two accessible height drinking fountains. DF stated that one of the drinking fountains can be modified to meet the standing height requirements. DF also stated that since the drinking fountains are not the hi-low type, directional signage will be required to locate the accessible and standing height drinking fountains.
- Theater seating in the area of alteration shall be designed in accordance with all accessibility requirements in the current code.
- Restroom doors on the same floor as the project area only must be made accessible.

DF identified the following features are not required by the code to be upgraded as part of this project:

- Stairs, stair handrails & guardrails are governed by fire and life safety not access, so they do not require modifications to meet the current code.
- The existing exiting from the lecture hall is governed by fire and life safety, not access, so the code does not require modifications to meet the current code. CR stated that reconfiguring the exits from the lecture hall will not be required, they can remain as-is.
- DF stated that if the fire did not damage the adjacent projection room and based on his observations of the photos, DSA will not require the space to be upgraded to meet accessibility.

See attached floor plan sketch indicating the scope of work (in red) as it pertains to the fire damaged 3rd Level Lecture Hall of the BGS Building at Saddleback College.



1.4. Documentation of Requirements for DSA Plan Check:

ER asked CR & DL how to memorialize the accessibility requirements and fire alarm requirements for this project so that the DSA plan reviewers are aware of the discussion today. ER stated that in the past, R²A Architecture has pasted the meeting minutes directly on the set of drawings because they tend to get overlooked when submitted as a separate document. CR stated that he does not want to see the minutes pasted on the drawings. DF stated that the meeting minutes should be written out as the required project scope on the plans.

The preceding notes document our understanding of items discussed in the above referenced meeting. Unless written notice to the contrary is received within three (3) calendar days, the notations will be considered correct and acceptable.

PREPARED BY: Jason W. Buckley, **R²A** Architecture

DISTRIBUTION:

Attendees

R²A File P/N 9689P.00

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

BACKGROUND

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

<u>STATUS</u>

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

RECOMMENDATION

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

DONATIONS January 27, 2014

IRVINE VALLEY COLLEGE

Gift	Donated By:
Scanning Electron Microscope	Edwards Life Sciences
Supplies for Music Dept	Mark Petersen
Paperback books on music	Patricia Campbell
Various Exp. For Forensics Team	Garv Rvbold
Supplies for Music Dept	Dr. Stephen Rochford
Gift Certificates - 2	Advance Beauty College
Tickets to performance of "Rest" - 2	South Coast Repertory
Guest Admissions -2	Aquarium of the Pacific
Ferris Wheel Ride Tickets - 2	Balboa Fun Zone
Bowling Passes - 2	Irvine Lanes
Gift Cards - 2	Marie Callendars
Gift Cards - 2	Ross Stores
Admission Tickets - 4	Discovery Science Center
Guest Checks – 8	In-N-Out
Gift Card	Target
Toys	Beatrice Tseng
Toys	William Hewitt
Toys	Sharon Louie
Autograph photo of Mike Scioscia	AngelBaseball

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.26 DATE: 1/27/14

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Payment of Bills

ACTION: Approval

BACKGROUND

In accordance with the provisions of Article 4 of Chapter 8 of the California Education Code, Sections 85230-36, inclusive, vendor check listings are submitted at each meeting for the approval of the Board of Trustees.

<u>STATUS</u>

Checks No. 175555 through 176559 processed through the Orange County Department of Education, totaling \$8,925,619.34; and Checks No. 010863 through 010924, processed through Saddleback College Community Education, totaling \$431,712.44; and Checks No. 009194 through 009215, processed through Irvine Valley College Community Education, totaling \$226,355.05 are submitted for the approval of the Board of Trustees.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the payment of bills as listed in EXHIBIT A.

Checks Dated 11/25/2013 through 01/07/2014

heck Number	Check Date	Pay to the Order	of	c	heck Amour
75555	11/25/2013	AACC CONVENTION	ON		800.00
75556	11/25/2013	ACCCA			445.00
75557	11/25/2013	KATE ALDER			601.8
75558	11/25/2013	THERESA P. FITZ	MAURICE		356.4
75559	11/25/2013	SIBYLLE GEORGI/	ANNA		700.00
75560	11/25/2013	YOLANDA GOULD	SMITH		214.0
75561	11/25/2013	ESTER GRAHAM			184.3
75562	11/25/2013	GEORGINA GUY			1,000.0
75563	11/25/2013	EDGAR HALEY			450.0
75564	11/25/2013	JUDY HENMI			578.6
75565	11/25/2013	LOMA HOPKINS			639.4
75566	11/25/2013	WILLIAM L. KELLY			538.8
75567	11/25/2013	RONI LEBAUER			419.5
75568	11/25/2013	MICHELLE MAHON	IEY		40.00
75569	11/25/2013	ELLEN NIALIS			105.74
75570	11/25/2013	LA NELL PEEBLES	i		140.8
75571	11/25/2013	EFREN RANGEL			459.0
75572	11/25/2013	PENNY SKAFF			990.8
75573	11/25/2013	SOKHA SONG			47.23
75574	11/25/2013	CARYN SUSSMAN			67.2 [°]
75575	11/25/2013	JODI TITUS			1,400.9
75576	11/25/2013	TAMARA WAGNER	t in the second s		90.00
5577	11/26/2013	JESS PEREZ			17.3
75578	11/26/2013	PHARMEDIX			1,051.8
75579	11/26/2013	POCKET NURSE E	NTERPRISES, INC.		797.8
			Unpaid Sales Tax	56.63	
			Expensed Amount	854.48	
/5580	11/26/2013	PORT SUPPLY			97.67
/5581	11/26/2013	POSTMASTER			500.00
75582	11/26/2013	POWR-FLITE	TACONY CORPORATION		1,018.07
5583	11/26/2013	REFRIGERATION S	SUPPLIES DIST.		1,544.69
/5584	11/26/2013	ROTH CARNEY AP	с		12,095.00
5585	11/26/2013	ROYAL PLYWOOD	CO., LLC		875.27
5586	11/26/2013	S & B FOODS	CATERING DIVISION		128.36
5587	11/26/2013	S & B FOODS	CATERING DIVISION		215.57
5588	11/26/2013	SchoolOutfitters.com	n		289.36
			Unpaid Sales Tax	19.39	
			Expensed Amount	308.75	
5589	11/26/2013	SEHI PROCOMP C	OMPUTER PRODUCTS		679.87
5590	11/26/2013	SIMULAIDS, INC.			233.52
			Unpaid Sales Tax	17.68	
			Expensed Amount	251.20	
5591	11/26/2013	SKS, INC.	PETROLEUM DISTRIBUTORS		1,562.22
5592	11/26/2013	PADHRAIC SMYTH			2,000.00
5593	11/26/2013	LINDA SOUTHWEL			34.52
5594	11/26/2013	SPORTSDECALS, I			378.64
5595	11/26/2013	TEAM ATHLETICS			1,524.03
					77.50
5596	11/26/2013	TUTTLE-CLICK FOR			

The preceding Checks have been issued in accordance with the District's Policy and authorizationESCAPEONLINEof the Board of Trustees. It is recommended that the preceding Checks be approved.Page 1 of 25

Board Report

EXHIBIT A Page 2 of 28

Check Number	Check Date	Pay to the Order of	Check Amount
175598	11/26/2013	VILLAGE NURSERIES LANDSCAPE CENTERS	169.67
175599	11/26/2013	VISTA PAINT CORPORATE OFFICE	3,309.81
175600	11/26/2013	KATHY WEATHERWAX	210.00
175601	11/26/2013	WESTMINSTER PRESS, INC.	866.16
175602	11/26/2013	VIRGINIA WONG	400.00
175603	11/26/2013	EMMA ZAYAS	45.00
175604	11/26/2013	AT & T	27.28
175605	11/26/2013	VERIZON	78.43
175606	11/26/2013	A-1 AWARDS	334.64
175607	11/26/2013	APPLE COMPUTER INC.	2,615.76
175608	11/26/2013	ASHLAN INN	791.00
175609	11/26/2013	BAKER & TAYLOR	94.71
175610	11/26/2013	BILLY TEES	1,346.76
175611	11/26/2013	BUTLER CHEMICALS, INC.	454.75
175612	11/26/2013	CALIFORNIA STAGE/LIGHTING, INC	476.60
175613	11/26/2013	CRYSTALAIRE COUNTRY CLUB	240.00
175614	11/26/2013	COLLEGE BOARD ATTN: ACCTS. RECEIVABLE	26,334.72
175615	11/26/2013	MIKE COLLINS	14.26
175616	11/26/2013	CONSTELLATION NEWENERGY GAS DIVISION LLC BANK OF AMERICA	35,305.07
175617	11/26/2013	CPP, INC. DAVIES-BLACK PUBLISHING	195.00
175618	11/26/2013	CULLIGAN	2.85
175619	11/26/2013	DANA WHARF SPORTFISHING	1,200.00
175620	11/26/2013	DirecTV	109.99
75621	11/26/2013	DISPLAYS 2GO	96.14
175622	11/26/2013	SPARKLETTS	1,836.07
175623	11/26/2013	FEDERAL EXPRESS	97.53
175624	11/26/2013	FINDAWAY WORLD	104.70
175625	11/26/2013	FLASHBAY, INC.	3,292.00
175626	11/26/2013	OFFICEMAX CONTRACT INC.	5,329.51
175627	11/26/2013	OFFICEMAX CONTRACT INC.	6.47
175628	11/26/2013	ROBERT WADDINGTON	180.00
175629	12/02/2013	ELECTRONIX EXPRESS	37.40
110020	12022010	Unpaid Sales Tax 2.72	
		Expensed Amount 40.12	•
75630	12/02/2013	HOME DEPOT CREDIT SERVICES	4,598.78
75631	12/02/2013	AMY MORRISEEY	150.00
75632	12/02/2013	JEANNE GLADSTONE	350.00
75633	12/02/2013	HOME DEPOT CREDIT SERVICES	126.45
175634	12/02/2013	AT&T	47.40
175635	12/02/2013	AT&T	549.72
175636	12/02/2013	AT&T	366.47
75637	12/02/2013	AT&T	1,639.40
75638	12/02/2013	PYRAMID TECHNOLOGY SERVICES	1,350.00
75639	12/02/2013	SOUTHERN CALIFORNIA EDISON CO.	43,858.51
75640			43,858.51
175641	12/02/2013	SVM, LP	5,027.00
	12/02/2013	SVM, LP	
175642	12/02/2013	SVM, LP SMART & FINAL	6,031.50 589.94
75643	12/02/2013	SMART & FINAL	209.94

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Check Number	Check Date		
	Uneck Date	Pay to the Order of	Check Amount
175644	12/03/2013	SO. ORANGE CO. COMM. COL.DIST	16,000.00
175645	12/03/2013	VERIZON	299.79
175646	12/03/2013	RED DIGITAL CAMERA COMPANY	23,041.80
175647	12/03/2013	MARY ANSTADT	19.96
175648	12/03/2013	CATHERINE AYAD	28.13
175649	12/03/2013	JOYCE BARTLOMAIN	33.76
175650	12/03/2013	CRISTINA BENAVIDES	12.41
175651	12/03/2013	JANICE BROWN	12.41
175652	12/03/2013	ANN BUCKLEY	32.70
175653	12/03/2013	SUZIE BUGAY	42.83
175654	12/03/2013	RON GRANT	172.25
175655	12/03/2013	GEORGINA GUY	48.22
175656	12/03/2013	CORINNE JACKSON	12.41
175657	12/03/2013	SILVER LEOWIDJAJA	12.41
175658	12/03/2013	LIGHTER THAN AIR BALLOON DECORATING	669.60
175659	12/03/2013	TRACY MC CONNELL	39.56
75660	12/03/2013	VINCENT NGUYEN	12.41
175661	12/03/2013	DONNA RANE-SZOSTAK	15.00
75662	12/03/2013	TRAVEL LODGE	1,988.00
		Register # AP12042013	1,000.00
75663	12/03/2013	SANDI SEMBIAZZA	20.57
75664	12/03/2013	KARINE ZAKARYAN	12.41
75665	12/03/2013	RUBY HAZZARD	45.77
75666	12/04/2013	TRAVEL LODGE	1,590.40
75667	12/04/2013	THE ADVISORY BOARD COMPANY	29,500.00
75668	12/05/2013	ISA ADNEY INTERNATIONAL, LLC	4,950.00
		Register # AP12052013A	4,000.00
75669	12/05/2013	INTERACT COMMUNICATIONS, INC.	12,500.00
75670	12/05/2013	KE DESIGNS	5,850.00
75671	12/05/2013	KNORR SYSTEMS, INC.	240.00
75672	12/05/2013	MOBILE MODULAR MGMT, CORP.	12,936.00
75673	12/05/2013	ISA ADNEY INTERNATIONAL, LLC	4,603.50
75674	12/05/2013	AMERICAN EXPRESS TRAVEL RELATED	3,602.60
		SERVICES CO INC	0,002.00
75675	12/05/2013	MARYAM AZARY	1,000.00
75676	12/05/2013	ROBERT COSGROVE	747.21
75677	12/05/2013	RAJANPAL DHILLON	265.89
75678	12/05/2013	SCOTT FREDRICKSON	35.00
75679	12/05/2013	BRUCE GILMAN	466.06
75680	12/05/2013	WILL GLEN	537.85
75681	12/05/2013	CINDY GROSS	447.00
75682	12/05/2013	JACKIE HAN	75.82
75683	12/05/2013	CRAIG HAYWARD	1,099.84
75684	12/05/2013	CAROL HILTON	280.12
75685	12/05/2013	LISA A. HOLMES	
75686	12/05/2013	LESLIE HUMPHREY	36.19
75687			426.80
	12/05/2013 12/05/2013	DIANA HURLBUT ANTHONY B. LIN	174.39 66.65
75688			

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

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Checks Dated 11/25/2013 through 01/07/2014

Board Report

Check Nun	nber Check Date	Pay to the Order of		Check Amoun
175690	12/05/2013	TEDDI LORCH		143.83
75691	12/05/2013	ROOPA MATHUR		39.65
75692	12/05/2013	SERENA MC CLAINE		148.10
75693	12/05/2013	MARCIA MILCHIKER		968.56
75694	12/05/2013	VINCENT POLLIZZI		57.00
75695	12/05/2013	EMILY QUINLAN		636.04
75696	12/05/2013	GLENN ROQUEMORE		648.17
75697	12/05/2013	SAN JOAQUIN DELTA COLLEGE ATTN: DIA	NNA MILLER	50.00
75698	12/05/2013	KATHERINE SCHMEIDLER		66.65
75699	12/05/2013	BLAKE STEPHENS		493.09
75700	12/05/2013	BOB URELL		39.65
75701	12/05/2013	DAN WALSH		86.06
75702	12/05/2013	MARK ZANDONELLA		571.59
75703	12/05/2013	UC REGENTS BIRCH AQUARIUM /	AT SCRIPPS	161.00
75704	12/05/2013	W. W. GRAINGER		7,264.22
75705	12/05/2013	PETCO ANIMAL SUPPLIES, INC.		12.95
75706	12/05/2013	PHOENIX GROUP		4,170.32
75707	12/05/2013	POCKET NURSE ENTERPRISES, INC.		181.82
		Unpaid Sales Tax	14.55	
		Expensed Amount	196.37	
75708	12/05/2013	POSTMASTER		200.00
75709	12/05/2013	POSTMASTER		635.00
75710	12/05/2013	POSTMASTER		200.00
75711	12/05/2013	PSI-PAYPHONE STATIONS INNOVAT.		315.00
75712	12/05/2013	PYRO-COMM SYSTEMS		247.50
75713	12/05/2013	R. M. SYSTEMS, INC.		220.00
75714	12/05/2013	RANSOM AND RANDOLPH		1,069.60
75715	12/05/2013	RICOH AMERICAS CORP		74.55
75716	12/05/2013	ROTTLER MANUFACTURING CO.		484.22
75717	12/05/2013	S & B FOODS CATERING DIVISION		1,062.94
75718	12/05/2013	S & B FOODS CATERING DIVISION		367.20
75719	12/05/2013	SADDLEBACK MATERIALS COMPANY		290.00
	Reissued on 12/05/2013, Cance			
75720	12/05/2013	FHEG - SADDLEBACK BOOKSTORE STORE	NO. 296	108.00
75721	12/05/2013	SCANTRON CORPORATION		75.81
75722	12/05/2013	SCHOOLS FIRST FEDERAL CREDIT UNION		3,950.00
75723	12/05/2013	SCIENCE ENTERPRISES LLC		69.15
	12/06/20170	Unpaid Sales Tax	4.15	
		Expensed Amount	73.30	
75724	12/05/2013	SEHI PROCOMP COMPUTER PRODUCTS	10.00	533.88
75725	12/05/2013	GINA SHAFFER		135.00
75726	12/05/2013	SHRED-IT USA-SAN DIEGO		214.95
	Reissued on 12/05/2013, Cancel			
757 27	12/05/2013	SIEMENS WATER TECHNOLOGIES LLC		96.27
75728	12/05/2013	SO, ORANGE CO, COMM. COL.DIST		1,235.00
75729	12/05/2013	FARNOOSH SORAYA		360.00
75730	12/05/2013	SUMMIT SUPPLY		226.00
	,,	Unpaid Sales Tax	15.84	
		Expensed Amount	241.84	

The preceding Checks have been issued in accordance with the District's Policy and authorization	ESCAPE	ONLINE
of the Board of Trustees. It is recommended that the preceding Checks be approved.		Page 4 of 25

Check Number	Check Date	Pay to the Order of	Check Amoun
175731	12/05/2013	SUN MOUNTAIN SPORTS	1,325.00
		Unpaid Sales Tax 106.00	
		Expensed Amount 1,431.00	
175732	12/05/2013	TRICIA TINER	480.00
175733	12/05/2013	TOTAL CONCEPTS INTEGRATION INC	6,150.55
175734	12/05/2013	TUTTLE-CLICK FORD	457.75
175735	12/05/2013	VISTA PAINT CORPORATE OFFICE	73.16
175736	12/05/2013	VITAL LINK EDUCATION AND BUSINESS CONSORTIUM	4,875.00
175737	12/05/2013	JODY WALLACE	630.00
175738	12/05/2013	WALTERS WHOLESALE ELECTRIC	451.56
75739	12/05/2013	WARD'S NATURAL SCIENCE	184.06
75740	12/05/2013	MICHAEL E. WILSON	9,860.00
75741	12/05/2013	SADDLEBACK MATERIALS COMPANY	268.40
75742	12/05/2013	SHRED-IT USA-SAN DIEGO	214.95
75743	12/05/2013	VERONICA TU	57.02
75744	12/06/2013	STATEWIDE TRAFFIC SAFETY SIGNS	8,082.74
75745	12/06/2013	APPLE COMPUTER INC.	3,566.64
75746	12/06/2013	CABLEMASTERS	8,000.00
75747	12/06/2013	CDW GOVERNMENT, INC.	445.78
75748	12/06/2013	CITY OF IRVINE	474.0
75749	12/06/2013	COLLEGESOURCE, INC.	1,837.5
75750	12/06/2013	DELL MARKETING L.P. C/O DELL USA L.P.	3,898.49
75751	12/06/2013	DIV. OF THE STATE ARCHITECT STATE OF CALIFORNIA	61,450.00
75752	12/06/2013	DOUGHERTY + DOUGHERTY ARCHITECTS LLP	23,887.96
75753	12/06/2013	ENAMIX, INC.	6,400.00
75754	12/06/2013	ENOVITY, INC ATTN: ACCOUNTS RECEIVABLE	1,987.50
75755	12/06/2013	ENVIRON INTERNATIONAL CORP.	4,297.77
75756	12/06/2013	FACILITIES PLANNING & PROGRAM SERVICES, INC	4,120.00
75757	12/06/2013	FISHER SCIENTIFIC	262.95
75758	12/06/2013	GKKWORKS	6,750.00
75759	12/06/2013	HUDSON PACIFIC SERVICES LLC c/o HUDSON PACIFIC PROPERTIES	22,750.00
75760	12/06/2013	LELAND SAYLOR ASSOCIATES	35,782.62
75761	12/06/2013	MARK IV COMMUNICATIONS, INC.	1,905.79
5762	12/06/2013	MC CARTHY BUILDING COMPANIES	38,513.00
/5763	12/06/2013	NIMBLE CONSULTING	10,375.00
75764	12/06/2013	PARSONS BRINCKERHOFF, INC.	1,995.74
5765	12/06/2013	REDISQ TECHNOLOGIES	3,740.00
5766	12/06/2013	SARGENT WELCH	1,410.86
5767	12/06/2013	S & K ENGINEERS	7,125.00
5768	12/06/2013	SWRCB STORM WATER SECTION	-
5769	12/06/2013	SYNERGY SOFTWARE SOLUTIONS	664.00 7,885.00
5770	12/06/2013	TMCx SOLUTIONS, LLC	-
5771	12/06/2013	TODD'S INSPECTION TESTING SERVTODD ROBINSON	540.00
5772	12/06/2013		14,583.00
5773	12/06/2013	UNITED SITE SERVICES OF CALIFORNIA, INC. WELLS FARGO #1598	169.35
5774	12/06/2013	WELLS FARGO #1598 WELLS FARGO #1606	1,002.98
5775	12/06/2013	WELLS FARGO #1006 WELLS FARGO #4198	3,035.80 2,067.18

 The preceding Checks have been issued in accordance with the District's Policy and authorization
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 of the Board of Trustees. It is recommended that the preceding Checks be approved.
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Checks Dated 11/25/2013 through 01/07/2014 Check Number Check Date Pay to the Order of

Check Number	Check Date	Pay to the Order of	F		Check Amount
			Unpaid Sales Tax	24.24	
			Expensed Amount	2,091.42	
175776	12/06/2013	WELLS FARGO #160	06		361.30
175777	12/09/2013	DON BUSCHE			132.53
175778	12/09/2013	SARA FRAZIER			30.51
175779	12/09/2013	PATTY HELTON			30.51
175780	12/09/2013	BILL JAY			8.80
175781	12/09/2013	TIMOTHY JEMAL			50.09
175782	12/09/2013	BICHTUYEN JENSEN	N		15.26
175783	12/09/2013	TONI LAKOW			32.70
175784	12/09/2013	DAVID B. LANG			16.93
175785	12/09/2013	LORI MANGELS			137.30
175786	12/09/2013	ANITA MC DONALD			59.33
175787	12/09/2013	ANNA MINNIECE			10.52
175788	12/09/2013	DIANE OAKS			72.43
175789	12/09/2013	NANCY PADBERG			126.81
175790	12/09/2013	PRENDERGAST, T. J	Ι.		44.41
175791	12/09/2013	DONNA PRIBYL			101.66
175792	12/09/2013	BRITTANY RAMCHAI	NDANI		37.18
175793	12/09/2013	FELICIA STINSON			322.36
175794	12/09/2013	BARBARA STRAUSS			26.98
1 75795	12/09/2013	WRIGHT, JIM			83.00
175 796	12/09/2013	A-1 AWARDS			57.34
175797	12/09/2013	AAA ACCESS SMOG			150.00
1 75798	12/09/2013	AARDVARK CLAY AN	ID SUPPLIES		937.95
175799	12/09/2013	ADI			148.84
175800	12/09/2013	AMTECH ELEVATOR	SERVICES		800.00
175801	12/09/2013	APPLE COMPUTER I	NC.		74.52
175802	12/09/2013	B & H PHOTO PROCESSING	VIDEO REMITTANCE		6,148.20
			Unpaid Sales Tax	488.26	
			Expensed Amount	6,636.46	
175803	12/09/2013	BATTERIES PLUS			69.12
175804	12/09/2013	MARK BORDELON			190.35
175805	12/09/2013	BRENNER-FIEDLER	& ASSOC., INC.		229.62
175806	12/09/2013	BUTLER CHEMICALS	, INC.		450.51
175807	12/09/2013	CULLIGAN			50.15
175808	12/09/2013	DANA POINT YACHT	MAINTENANCE		34.40
175809	12/09/2013	ARNETTE EDWARDS	i		180.00
175810	12/09/2013	EMBLEM ENTERPRIS	SES		245.34
175811	12/09/2013	EUREKA CAREER IN	FO. SYSTEMS		1,506.60
175812	12/09/2013	FRY'S ELECTRONICS	3		747.19
175813	12/09/2013	DISCOUNT SCHOOL	SUPPLY		1,555.04
175814	12/09/2013	AT & T MOBILITY			12.72
175815	12/09/2013	AT & T			68.98
175816	12/09/2013	AT & T			408.15
175817	12/09/2013	AT & T			70.38
175818	12/09/2013	AT & T			70.38

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Check Number	Check Date	Pay to the Order of		Check Amou	
175820	12/09/2013	AT&T		11.7	
175821	12/09/2013	SAN DIEGO GAS & ELECTRIC	984.8		
175822	12/09/2013	REFPAY, LLC	18,730.0		
175823	12/09/2013	INTERNATIONAL E-Z UP INC	INTERNATIONAL E-Z UP INC		
175824	12/09/2013	G & K SERVICES		257.2	
175825	12/09/2013	GALL'S/QUARTERMASTER		216.9	
175826	12/09/2013	GALLUP		3,600.0	
175827	12/09/2013	GILBERT & STEARNS, INC.		6,029.0	
75828	12/09/2013	GKKWORKS		4,500.3	
75829	12/09/2013	GORM, INC.		733.54	
75830	12/09/2013	GOVERNET c/o BIBBY SERVICES		9,630.0	
75831	12/09/2013	GREEN THUMB INTERNATIONAL		157.50	
75832	12/09/2013	H2 ENVIRONMENTAL CONSULTING SERVICI	ES, INC.	2,800.00	
75833	12/09/2013	HAITBRINK ASPHALT PAVING, INC.	•	7,980.0	
75834	12/09/2013	HARDY DIAGNOSTICS		327.6	
75835	12/09/2013	HAUSER & MILLER		1,032.5	
		Unpaid Sales Tax	81.46	.,	
		Expensed Amount	1,114.04		
75836	12/09/2013	HIGHER ONE INC.	.,	426.6	
75837	12/09/2013	HIGH-TECH BATTERY SOLUTIONS		860.9	
		Unpaid Sales Tax	54.39		
		Expensed Amount	915.35		
75838	12/09/2013	HITT MARKING DEVICES, INC.		156.4	
75839	12/09/2013	HOLLANDER GLASS, INC.		190.9	
75840	12/09/2013	HOME DEPOT CREDIT SERVICES		1,169.5	
75841	12/09/2013	HONORS TRANSFER COUNCIL OF CA C/O MT. ANTONIO COLLEGE	SAN	90.0	
75842	12/09/2013	HUMANSCALE C/O UNITED INTERIO	ORS	445.2	
75843	12/09/2013	ICE MACHINES PLUS		1,850.4	
		Unpaid Sales Tax	146.56		
		Expensed Amount	1,996.97		
75844	12/09/2013	INGARDIA BROTHERS PRODUCE, INC.		87.1	
75845	12/09/2013	LISA INLOW		24.9	
75846	12/09/2013	IRVINE PIPE & SUPPLY		2,178.9	
75847	12/09/2013	FHEG IVC BOOKSTORE STORE NO 895	MA	2,570.40	
75848	12/09/2013	IRVINE VALLEY COLLEGE		50.0	
75849	12/09/2013	EFAX CORPORATE d/o J2 GLOBAL, IN	IC.	291.10	
75850	12/09/2013	MICHELLE JACKSON		161.5	
75851	12/09/2013	JACOBSEN WEST		178.6	
75852	12/09/2013	J.H. RECOGNITION COMPANY		511.04	
75853	12/09/2013	SCOTT JOHNSON		2,000.00	
75854	12/09/2013	JOHNSTONE SUPPLY		377.99	
75855	12/09/2013	REBECA JUAREZ		210.00	
75856	12/09/2013	KELE INC.		100.58	
		Unpaid Sales Tax	6.58	100.00	
		Expensed Amount	107.16		
5857	12/09/2013	KELLY PAPER	107.10	77.11	
75858	12/09/2013	ERIN KIM		35.00	
75859	12/09/2013	SCOTT KIM		66.84	

The preceding Checks have been issued in accordance with the District's Policy and authorizationESCAPEONLINEof the Board of Trustees. It is recommended that the preceding Checks be approved.Page 7 of 25

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Checks Dated 1			
Check Number	Check Date	Pay to the Order of	Check Amount
175860	12/09/2013	KIMBALL OFFICE KIMBALL INT'L.	24,978.56
175861	12/09/2013	MORITAKA KINA	360.00
175862	12/09/2013	ABOUBACAR KOUYATE	225.00
175863	12/09/2013	KWIK KOPY PRINTING	140.40
175864	12/09/2013	MATIAS LOYOLA	200.00
175865	12/09/2013	RJ COACHING AND CONSULTING RITA M. JONES	10,000.00
175866	12/09/2013	BAYLEY CONSTRUCTION	574,663.12
175867	12/10/2013	WELLS FARGO #2078	1,769.59
175868	12/10/2013	WELLS FARGO #3317	6,070.30
		Unpaid Sales Tax 205.48	1
		Expensed Amount 6,275.78	-
175869	12/10/2013	WELLS FARGO #3317	546.23
175870	12/10/2013	W. W. GRAINGER	305.70
175871	12/10/2013	OFFICEMAX CONTRACT INC.	9,601.63
175872	12/10/2013	PAYAM-E-ASHENA	250.00
175873	12/10/2013	LILIANN PEREZ-STROUD	120.00
175874	12/10/2013	NICHOLAS E. SANTIAGO	1,800.00
175875	12/10/2013	SO. ORANGE CO. COMM. COL.DIST	4,434.00
Cancelle	d on 12/13/2013, Cancel	Register # AP12162013	
175876	12/10/2013	AMY SUPINGER dba SUPINGER STRATEGIES	3,600.00
175877	12/10/2013	WALTERS WHOLESALE ELECTRIC	16.99
175878	12/10/2013	WARD'S NATURAL SCIENCE	99.94
175879	12/10/2013	JIM WRIGHT	55.99
175880	12/10/2013	YALE/CHASE EQUIPMENT AND SERVICES, INC.	195.85
175881	12/10/2013	US FOODS	1,182.32
175882	12/10/2013	MARYANNE SHULTS	146.21
Reissued	on 12/10/2013, Cancel	Register # AP12102013D	
175883	12/10/2013	VEOLIA ENERGY NORTH AMERICA HOLDINGS, INC.	102,417.00
		Register # AP12102013D	
175884	12/10/2013	MARYANNE SHULTS	146.21
175885	12/10/2013	VEOLIA ENERGY NORTH AMERICA HOLDINGS, INC.	102,417.00
175886	12/10/2013	DANA WHARF SPORTFISHING	1,200.00
175887	12/10/2013	JACK HARTIN PHOTOGRAPHY	351.00
175888	12/10/2013	FHEG IVC BOOKSTORE STORE NO 895 MA	213.57
175889	12/10/2013	LAERDAL MEDICAL CORP.	1,890.58
175890	12/10/2013	LAGUNA GRAPHIC ARTS, INC.	300.60
1 75891	12/10/2013	WILL LAKOW	11. 9 9
175892	12/10/2013	LASER SOURCE	644.76
175893	12/10/2013	LAURA'S INT PLANTSCAPE SERV	200.00
175894	12/10/2013	LAWNMOWERS ETC., LLC	583.26
175895	12/10/2013	ALEXANDER LEIGH	1,040.00
175896	12/10/2013	DIANE LEWIS	1,339.71
175897	12/10/2013	LIEBERT CASSIDY WHITMORE	10,775.85
175898	12/10/2013	LIQUID AMBER DESIGNS, INC.	7,252.09
175899	12/10/2013	LOOMIS, FARGO & COMPANY	543.57
175900	12/10/2013	LOUIS & COMPANY	84.14
175901	12/10/2013	CHARISSE LYSEIGHT	630.00
175902	12/10/2013	M & R PRINTING	15.18 *

Cancelled on 12/12/2013, Cancel Register # AP12122013F

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Checks Dated 11/25/2013 through 01/07/2014					
Check Number	Check Date	Pay to the Order of	Check Amount		
175903	12/10/2013	MAQUINSAL SEWING MACHINE CO.	14,958.00		
175904	12/10/2013	MARKERTEK VIDEO SUPPLY 1 TOWER DRIVE	923.15		
		Unpaid Sales Tax 69.18			
		Expensed Amount 992.33			
175905	12/10/2013	MARLA'S MANIA	1,303.78 *		
Cancelle	d on 01/09/2014, Cance	el Register # AP01092014F			
175906	12/10/2013	MICHAEL LOWELL MC CORMICK	605.28		
175907	12/10/2013	MC KESSON MEDICAL SURGICAL	10,293.83		
175908	12/10/2013	JUNE MC LAUGHLIN	127.08		
175909	12/10/2013	BRIAN MCMAHON SADDLEBACK COLLEGE	10.53		
175910	12/10/2013	MCMASTER CARR SUPPLY CO.	487.62		
175911	12/10/2013	KAREN MC NULTY	47.46		
175912	12/10/2013	MEDCO SUPPLY COMPANY	634.72		
175913	12/10/2013	MICROSOFT CORPORATION	2,728.16		
75914	12/10/2013	SALLIE MILLER	120.00		
75915	12/10/2013	SOPHIE MILLER	26.99		
75916	12/10/2013	DONALD MINEO	40.12		
75917	12/10/2013	MISSION PRINTING COMPANY	1,170.00		
75918	12/10/2013	MISSION VIEJO GLASS	1,595.00		
75919	12/10/2013	MONOPRICE, INC.	119.38		
75920	12/10/2013	MONTGOMERY HARDWARE	964.10		
75921	12/10/2013	NACCE	750.00		
75922					
15922	12/10/2013	NANCY'S NOTIONS TACONY CORPORATION	253.26		
		Unpaid Sales Tax 19.11			
75923	42/40/2042	Expensed Amount 272.37	450.00		
75923	12/10/2013	NAT'L ATHLETIC TRAINERS ASSN	458.00		
	12/10/2013		816.48		
75925	12/10/2013		2,144.00		
75926	12/10/2013		600.00		
75927	12/10/2013	OC TREASURER-TAX COLLECTOR	37,565.84		
75928	12/10/2013	ORANGE CO. COMMERCIAL PRINTING	1,956.00		
75929	12/10/2013	OCEANSIDE PHOTO & TELESCOPE	152.69		
75930	12/10/2013	OCLC, INC. DEPT #34299	502.31		
75931	12/10/2013	NOHEMY ORNELAS	2,547.22		
75932	12/10/2013	SANDRA POPE	30.51		
75933	12/10/2013	SHANNON SEIFERT	22.74		
75934	12/10/2013	TASHA TRANKIEM	30.51		
75935	12/10/2013	MICHAEL WOLF INTERIORS INC.	500.15		
75936	12/10/2013	CATHERINE MAHONEY-CAMPBELL	150.00		
75937	12/10/2013	HOME DEPOT CREDIT SERVICES	307.84		
75938	12/10/2013	LAKESHORE LEARNING MATERIALS	1,319.65		
75939	12/10/2013	W. W. GRAINGER	2,504.46		
75940	12/10/2013	PC MALL GOV. INC.	663.85		
75941	12/10/2013	RANDY W. PEEBLES	71.19		
75942	12/10/2013	POWERMATIC ASSOCIATES	88.32		
		PROFORCE MARKETING INC. PROFORCE LAW	126.19		
	12/10/2013				
75943 75944	12/10/2013	ENFORCEMENT S & B FOODS CATERING DIVISION	378.38		

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Check Number	Check Date	Pay to the Order of	Check Amoun
175946	12/10/2013	S & B FOODS CATERING DIVISION	217.24
175947	12/10/2013	S & B FOODS CATERING DIVISION	62.53
175948	12/10/2013	SANTA MARGARITA FORD	21,533.56
175949	12/10/2013	SCHLAIFER'S ENAMELING SUPPLIES INC.	326.45
		Unpaid Sales Tax 24.	.47
		Expensed Amount 350.	.92
75950	12/10/2013	SCHOOL SPECIALTY	269.46
175951	12/10/2013	SEHI PROCOMP COMPUTER PRODUCTS	227.71
175952	12/10/2013	MAUREEN SMITH	16.74
175953	12/10/2013	SOUTHERN CALIFORNIA EDISON CO.	1,732.77
175954	12/10/2013	SOUTHERN CALIFORNIA EDISON CO.	226.70
175955	12/10/2013	SPORTS FACILITIES GROUP, INC.	1,925.00
175956	12/10/2013	STAR MAINTENANCE SUPPLY	322.86
175957	12/10/2013	SYSTEMS SOURCE, INC.	84.67
75958	12/10/2013	PATRIC TAYLOR	148.75
75959	12/10/2013	TCP GLOBAL	294.79
75960	12/10/2013	TEL-ATOMIC, INC.	18,943.00
		Unpaid Sales Tax 1,501.	
		Expensed Amount 20,444.	
75961	12/10/2013	UNITED SITE SERVICES OF CALIFORNIA, INC.	275.32
75962	12/10/2013	VENTEK INTERNATIONAL	548.20
75963	12/10/2013	VILLAGE NURSERIES LANDSCAPE CENTERS	257.47
75964	12/10/2013	VISTA PAINT CORPORATE OFFICE	230.53
75965	12/10/2013	WESTMINSTER PRESS, INC.	13,412.18
75966	12/10/2013	WESTERN REGIONAL HONORS COUN C/O ANNE SCOTT HONORS PROG	75.00
75967	12/10/2013	ZOLL MEDICAL CORPORATION	30,849.22
75968	12/10/2013	BRICE GIRDLEY	350.00
75969	12/10/2013	TEACHING STRATEGIES, INC.	78.34
		Unpaid Sales Tax 5.	60
		Expensed Amount 83.	94
75970	12/11/2013	AT & T MOBILITY	32.50
75971	12/11/2013	SAFEWAY, INC.	97.38
75972	12/11/2013	SOUTHERN CALIFORNIA GAS CO.	4,225.62
75973	12/11/2013	SOUTHERN CALIFORNIA GAS CO.	71.29
75974	12/11/2013	SOUTHERN CALIFORNIA GAS CO.	2,713.91
75975	12/11/2013	SOUTHERN CALIFORNIA GAS CO.	53.61
75976	12/11/2013	SAFEWAY, INC.	475.40
75977	12/11/2013	SO. ORANGE CO, COMM. COL. DISTWORKERS COMPENSATION	3,314.88
		Register # AP12182013D	
75978	12/11/2013	ALLAN HANCOCK COLLEGE ATHLETICS	400.00
75979	12/11/2013	CCLC/CCCAA CONVENTION	154.00
75980	12/11/2013	MARVIN ANDY GROUND	648.00
75981	12/11/2013	MARVIN ANDY GROUND	144.00
75982	12/11/2013	MARVIN ANDY GROUND	144.00
75983	12/11/2013	MARVIN ANDY GROUND	144.00
75984	12/11/2013	MARVIN ANDY GROUND	144.00
75985	12/11/2013	MARVIN ANDY GROUND	234.00
75986	12/11/2013	SC ASSOCIATED STUDENT BODY	364.50

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Generated for Nancy Hulse (NHULSE), Jan 10 2014 8:27AM

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Checks Dated 11/25/2013 through 01/07/2014

Check Number	Check Date	Pay to the Order of	Check Amount
175987	12/11/2013	FENTRISS WINN	128.00
175988	12/11/2013	FENTRISS WINN	128.00
175989	12/11/2013	FENTRISS WINN	128.00
175990	12/11/2013	FENTRISS WINN	128.00
175991	12/11/2013	ALPHA FACILITIES SOLUTIONS	2,600.00
175992	12/11/2013	ALVAREZ & MARSAL REAL ESTATE ADVISORY SERV.	2,963.28
175993	12/11/2013	AMERICAN GEOTECHNICAL, INC.	14,567.32
175994	12/11/2013	BKF ENGINEERS	9,510.25
175995	12/11/2013	COLLEGESOURCE, INC.	1,400.00
175996	12/11/2013	C.W. DRIVER CONTRACTORS, INC.	245,681.00
175997	12/11/2013	ENAMIX, INC.	5,760.00
175998	12/11/2013	FUNDAMENT & ASSOCIATES, INC.	11,250.00
175999	12/11/2013	GKKWORKS	2,400.00
176000	12/11/2013	HOSPITAL ASSOCIATES	568.69
176001	12/11/2013	H2 ENVIRONMENTAL CONSULTING SERVICES, INC.	13,500.00
176002	12/11/2013	BRUCE HAGAN	30.51
176003	12/11/2013	JACKSON, DE MARCO, TIDUS, & PECKENPAUGH	24,039.00
176004	12/11/2013	EPD SOLUTIONS, INC.	10,613.75
176005	12/11/2013	NEUDESIC, LLC	81,166.00
176006	12/11/2013	NIMBLE CONSULTING	8,875.00
176007	12/11/2013	PARSONS BRINCKERHOFF, INC.	4,290.00
176008	12/11/2013	PUBLIC ECONOMICS, INC.	4,067.50
176009	12/11/2013	R2A ARCHITECTURE	8,946.50
176010	12/11/2013	SYNERGY SOFTWARE SOLUTIONS	9,120.00
76011	12/11/2013	TROXELL COMMUNICATIONS, INC.	11,162.88
76012	12/12/2013	AT&T	70.99
176013	12/12/2013	AT & T	29.35
76014	12/12/2013	ΑΤ&Τ	36.12
76015	12/12/2013	FARIDA GABDRAKHMANOVA	299.00
76016	12/12/2013	JIM GASTON	93.28
76017	12/12/2013	GRAINGER	4,425.56
76018	12/12/2013	GRAPHIC CHEMICAL & INK CO.	9.29
76019	12/12/2013	HAIR CALIFORNIA BEAUTY ACADEMY	28,284.75
76020	12/12/2013	HARDY DIAGNOSTICS	651.87
76021	12/12/2013	HARRIS COMMUNICATIONS	64.95
		Unpaid Sales Tax 4.48	04.95
		Expensed Amount 69.43	
76022	12/12/2013	HOME DEPOT CREDIT SERVICES	1,026.12
76023	12/12/2013	TIMOTHY JEMAL	76.81
76024	12/12/2013	JOHNSON FLOORING, INC.	4,900.00
76025	12/12/2013	MADELYN JOHNSTON-PLESCIA	135.00
76026	12/12/2013	JOHNSTONE SUPPLY	20.74
76027	12/12/2013	KNUTE JOSIFEK	82.71
76028	12/12/2013	MORITAKA KINA	120.00
7602 9	12/12/2013	KEN KINDER	56.61
76030	12/12/2013	TAMARA KING	119.85
76031	12/12/2013	GARY I. KUSUNOKI	170.00
76032	12/12/2013	LAERDAL MEDICAL CORP.	20,625.93

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Check Number	Check Date	Pay to the Order of	Check Amount
176033	12/12/2013	DIANE LEWIS	208.73
176034	12/12/2013	LIGHTNING TOOLS, LTD. 6 THE TERRACE	2,502.00
176035	12/12/2013	MICHAEL LOWELL MC CORMICK	215.40
176036	12/12/2013	JUNE MC LAUGHLIN	131.91
176037	12/12/2013	McMASTER CARR SUPPLY CO.	65.42
176038	12/12/2013	KAREN MC NULTY	46.09
176039	12/12/2013	MARCIA MILCHIKER	39.99
176040	12/12/2013	BRIAN MONACELLI	33.88
176041	12/12/2013	MOUSER ELECTRONICS	249.29
1 76042	12/12/2013	DAVID PUFAHL dba NEW VISION	2,440.67
		CONSTRUCTION	
176043	12/12/2013	TAMERA RICE	60.33
1 76044	12/12/2013	ANDREW YEATER	500.00
176045	12/12/2013	SHERATON CERRITOS HOTEL	13,199.60 *
Reissued	on 12/12/2013, Cancel	Register # AP12122013C	
176046	12/12/2013	SHERATON CERRITOS HOTEL	13,199.60
176047	12/12/2013	BAYLEY CONSTRUCTION	3,477,108.00
176048	12/12/2013	EPD SOLUTIONS, INC.	503.75
176049	12/12/2013	NEWPORT COMPUTER SOLUTIONS	9,309.60
176050	12/12/2013	QUEST ENERGY GROUP, LLC	15,500.00
176051	12/12/2013	KEVIN BANKSON	50.00
176052	12/12/2013	KATE FUENTES	55.00
176053	12/12/2013	TREY HANNULA	100.00
176054	12/12/2013	STEPHEN HENKLE	75.00
76055	12/12/2013	DIANE LEWIS	512.65
176056	12/12/2013	KELVIN A. MOTA	95.00
176057	12/13/2013	ACSIG/EDGE	142,662.31
76058	12/13/2013	ACSIG/EDGE	43,974.00
76059	12/13/2013	HYATT LEGAL	7,411.90
76060	12/13/2013	PRUDENTIAL INSURANCE COMPANY OF AMERICA	27,670.75
76061	12/13/2013	PRUDENTIAL INSURANCE COMPANY OF AMERICA	15,542.48
76062	12/13/2013	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	1,377,793.00
76063	12/13/2013		2,985.58
76064	12/13/2013		1,440.84
76065	12/13/2013	UNITED BEHAVIORAL HEALTH U.S. BEHAVIORAL HEALTH PLAN	3,191.58
76066	12/13/2013	ACSIG/EDGE	23,073.05
76067	12/13/2013	ACSIG/EDGE	5,582.47
76068	12/13/2013	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	321,613.00
76069	12/13/2013	MARY ANSTADT	481.55
76070	12/13/2013	ASOP	425.00
76071	12/13/2013	JANET BAGWELL	1,000.00
76072	12/13/2013	DR. ROBERT BRAMUCCI	1,356.53
76073	12/13/2013	KEVIN BROWN	657.06
76074	12/13/2013	TOD A. BURNETT	823.96
76075	12/13/2013	BROOKE CHOO	
76076	12/13/2013	MEREDITH DORNER	705.56
76077	12/13/2013	LINDA FONTANILLA	500.00
76078	12/13/2013		282.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 11/25/2013 through 01/07/2014

Check Number	Check Date	Pay to the Order	of	Check Amount
176079	12/13/2013	REBECCA GROFF		119.55
176080	12/13/2013	SYLVIE GROTE		700.00
176081	12/13/2013	DR. CRAIG JUSTIC	E	1,609.91
176082	12/13/2013	CAROLINA KUSSO	Y	920.08
176083	12/13/2013	MIROSLAVA MANO	нк	662.78
176084	12/13/2013	ANDREA PETRI		396.80
176085	12/13/2013	LARRY RADDEN		1,502.65
176086	12/13/2013	GLENN ROQUEMO	RE	463.16
176087	12/13/2013	EILEEN-ALANNAH	ROSENBERG	2,259.16
176088	12/13/2013	KAY RYALS		332.60
176089	12/13/2013	MICHELLE SCHARI	=	105.00
176090	12/13/2013	HEATHER STERN		672.00
176091	12/13/2013	SUSAN STERN		797.43
176092	12/13/2013	TECHNOLINK ASS	DCIATION ACCOUNTING OFFICE	750.00
176093	12/13/2013	JEFF WILSON		896.20
176094	12/13/2013	WRIGHT, JIM		365.15
176095	12/13/2013	CITY OF TUSTIN	ATTN: ACCOUNTS RECEIVABLE	2,200.00
176096				
	12/13/2013	DELL MARKETING		163,276.77
176097	12/13/2013	HALL & FOREMAN,	INC.	900.00
176098	12/13/2013	NEUDESIC, LLC		61,242.00
176099	12/13/2013	REDISQ TECHNOL		2,750.00
176100	12/13/2013	UNITED SITE SERV	· · · · · · · · · · · · · · · · · · ·	451.60
76101	12/16/2013	SANI-TECH CARPE	T MAINT.	2,332.80
176102	12/16/2013	AT&T		5,765.38
176103	12/16/2013	AT&T		11.74
176104	12/16/2013	AT&T		11.71
76105	12/16/2013	SMART & FINAL		969.24
76106	12/16/2013	HAREPOINT		2,720.00
76107	12/16/2013	IN-N-OUT BURGER COORDINATOR	ATTN: COOKOUT	500.00
176108	12/16/2013	MAJOR, NICOLE		31.53
76109	12/16/2013	RYAN ALEXANDER	C. NAVALES	1,040.00
76110	12/16/2013	CORINNE OLSEN		1,040.00
76111	12/16/2013	ROBERT PLATZ		1,040.00
76112	12/16/2013	KAY RYALS		47.13
76113	12/16/2013	BRIAN SVOBODA		1,250.00
76114	12/16/2013	3 DAY BLINDS	ATTN: ACCOUNTING	1,190.32
		Register # AP12162013F		
76115	12/16/2013	ABC ICE HOUSE		40.50
Reissu	ed on 12/16/2013. Cancel	Register # AP12162013F		
76116	12/16/2013	AIRGAS USA, LLC		322.19
Reissu	ed on 12/16/2013, Cancel	Register # AP12162013F		
76117	12/16/2013	ARROWHEAD DRIN	KING WATER	8.87
Reissu	ed on 12/16/2013, Cancel	Register # AP12162013F		
76118	12/16/2013	AT LAST WINDOW	COVERINGS	274.77
Reissu	ed on 12/16/2013, Cancel	Register # AP12162013F		
76119	12/16/2013	AIRPORT VAN REN	TAL SOLUTIONS	583.01
Reissu	ed on 12/16/2013, Cancel	Register # AP12162013F		
76120	12/16/2013	B & H PHOTO	VIDEO REMITTANCE	5,260.00
		PROCESSING		

of the Board of Trustees. It is recommended that the preceding Checks be approved. Page 13 of 25

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Board Report

heck N	umber	Check Date	Pay to the Order of		Check Amour
	Reissued	on 12/16/2013, Cance	Register # AP12162013F		
76121		12/16/2013	BAKER & TAYLOR		20.9
	Reissued	on 12/16/2013, Cance	Register # AP12162013F		
76122		12/16/2013	BENNETT PRODUCTIONS	UNLIMITED	2,693.6
	Reissued	on 12/16/2013, Cance	I Register # AP12162013F		
6123		12/16/2013	BERTRAND'S MUSIC		426.0
	Reissued	on 12/16/2013, Cance	Register # AP12162013F		
6124		12/16/2013	NANCY BRACKEN		1,408.0
	Reissued	on 12/16/2013. Cance	I Register # AP12162013F		,
6125		12/16/2013	CALIFORNIA STAGE/LIGH	TING. INC	598.7
	Reissued		Register # AP12162013F		
6126	110100100	12/16/2013	CAL BUILDING SYSTEMS		1,536.0
0.20	Reissued		Register # AP12162013F		1,000.0
6127	110133060	12/16/2013, Calice	*	BOBATION DRACCI	620.0
0121		12/10/2013	CARD INTEGRATORS COF SOLUTIONS	RPORATION DBA: CI	020.0
	Poissuod	on 12/16/2012 Conco	Register # AP12162013F		
6128	Reissueu	12/16/2013	COAST FITNESS REPAIR	SHOP	500.0
0120	Determent			SHOP	500.0
6129	Reissued		Register # AP12162013F		
0129	D-1	12/16/2013	COMPUTER CO-OP		405.3
	Reissued		Register # AP12162013F		
6130		12/16/2013	CR&R INC.		983.8
	Reissued		Register # AP12162013F		
6131		12/16/2013	CR&R INC.		983.8
	Reissued		Register # AP12162013F		
6132		12/16/2013	CR&R		92.0
	Reissued		Register # AP12162013F		
6133		12/16/2013	CULLIGAN		56.3
	Reissued	on 12/16/2013, Cancel	Register # AP12162013F		
6134		12/16/2013	CUMMINS-ALLISON CORP	<u>.</u>	279.7
	Reissued	on 12/16/2013, Cancel	Register # AP12162013F		
6135		12/16/2013	DALLAS MIDWEST		148.7
	Reissued	on 12/16/2013, Cancel	Register # AP12162013F		
6136		12/16/2013	DATAMAX O'NEIL		1,214.2
	Reissued of	n 12/16/2013, Cancel	Register # AP12162013F		
5137		12/16/2013	DEMCO INC.		83.4
	Reissued of	on 12/16/2013, Cancel	Register # AP12162013F		
5138		12/16/2013	RAJANPAL DHILLON		72.8
	Reissued (Register # AP12162013F		12.0
5139		12/16/2013	CHRISTY DRUCKREY		105.0
	Reissund o		Register # AP12162013F		100.00
6140	110133000	12/16/2013	EAGLE COMMUNICATIONS	3	449.94
	Roissund r		Register # AP12162013F	,	449.54
5141	I Velssueu (12/16/2013	EASTBAY TEAM SPORTS	DEPT #5374	4 700 0
21997	Determed			DEP1 #0374	1,793.30
440	Reissued		Register # AP12162013F		1017
6142	D .1	12/16/2013	EBERHARD EQUIPMENT		124.74
	Reissued o		Register # AP12162013F		
143		12/16/2013	ECS PUBLISHING		847.3
	Reissued o		Register # AP12162013F		
144		12/16/2013	EDUCATIONAL GLOBAL	TECHNOLOGIES, INC.	426.60
			(EDGT)		
	Reissued o		Register # AP12162013F		
145		12/16/2013	ELECTRONIX EXPRESS		130.65

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Board Report

Check Nu	ımber	Check Date	Pay to the Order of			Check Amount
	Reissued		incel Register # AP12162013F	- 1- Mar - Marka		
176146		12/16/2013	ESSENCE ENTERTAINME	INT		5,318.00 *
	Reissued		incel Register # AP12162013F			
176147		12/16/2013	EXTREME LOGO RUGS, I	NC.		955.50 *
470440	Reissued		incel Register # AP12162013F			005.05.1
176148	D -1	12/16/2013	FISHER SCIENTIFIC			295.35 *
176149	Reissued	on 12/16/2013, Ca 12/16/2013	incel Register # AP12162013F			674.78 *
170149		12/10/2013	FONTIS SOLUTIONS SERV	div of IMAGE DISTRI	BUTION	0/4./0
	Reissued		ncel Register # AP12162013F			
176150		12/16/2013	FOSTER CARE AUXILIAR	Y OF OC		120.00 *
	Reissued		ncel Register # AP12162013F			
176151		12/16/2013	SCOTT FREDRICKSON			59.95 *
	Reissued		ncel Register # AP12162013F			
176152		12/16/2013	FREEWAY AUTO SUPPLY			245.44 *
470450	Reissued		ncel Register # AP12162013F			4 000 00 1
176153	Delegend	12/16/2013	FULLERTON CIVIC LIGHT	UPERACU		1,298.80 *
176154	Reissued	12/16/2013, Ca	ncel Register # AP12162013F			226.34 *
170104			AUTONATION SHARED SI CALIFORNIA	ERVICE CTR SOUTH		220.94
	Reissued		ncel Register # AP12162013F			
176155		12/16/2013	DANIEL SMITH, INC.			4,045.90 *
	Reissued		ncel Register # AP12162013F			
176156		12/16/2013	DAIRY DEPOT			57.78 *
	Reissued		ncel Register # AP12162013F			
176157	_ · ·	12/16/2013	ANTIMITE TERMITE &	PEST CONTROL		65.00 *
470450	Reissued		ncel Register # AP12162013F			4 400 00
176158		12/16/2013	3 DAY BLINDS	ATTN: ACCOUNTING		1,190.32
176159		12/16/2013				40.50
176160		12/16/2013	AIRGAS USA, LLC	A		322.19
176161		12/16/2013				8.87
176162		12/16/2013	AT LAST WINDOW COVER			274.77
176163		12/16/2013	AIRPORT VAN RENTAL SO			583.01
176164		12/16/2013	B & H PHOTO V PROCESSING	IDEO REMITTANCE		5,260.00
				Unpaid Sales Tax	420.80	
				Expensed Amount	5,680.80	
176165		12/16/2013	BAKER & TAYLOR			20.97
176166		12/16/2013	BENNETT PRODUCTIONS	UNLIMITED		2,693.69
176167		12/16/2013	BERTRAND'S MUSIC			426.08
176168		12/16/2013	NANCY BRACKEN			1,408.05
176169		12/16/2013	CALIFORNIA STAGE/LIGH	TING, INC		598.75
176170		12/16/2013	CAL BUILDING SYSTEMS			1,536.00
176171		12/16/2013	CARD INTEGRATORS CON SOLUTIONS	RPORATION DBA: CI		620.00
176172		12/16/2013	COAST FITNESS REPAIR	SHOP		500.00
176173		12/16/2013	COMPUTER CO-OP			405.33
176174		12/16/2013	CR&R INC.			983.88
176175		12/16/2013	CR&R INC.			983.88 983.88
176175		12/16/2013	CR&R			963.68
176177		12/16/2013	CULLIGAN			56.35
		12/10/2013	GOLLIGAN			00.00

The preceding Checks have been issued in accordance with the District's Policy and authorization E of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 11/25/2013 through 01/07/2014

Check Number	Check Date	Pay to the Order of	Check Amour
176178	12/16/2013	CUMMINS-ALLISON CORP.	279.76
176179	12/16/2013	DALLAS MIDWEST	148.70
176180	12/16/2013	DATAMAX O'NEIL	1,214.23
176181	12/16/2013	DEMCO INC.	83.44
176182	12/16/2013	RAJANPAL DHILLON	72.80
176183	12/16/2013	CHRISTY DRUCKREY	105.00
176184	12/16/2013	EAGLE COMMUNICATIONS	449.94
176185	12/16/2013	EASTBAY TEAM SPORTS DEPT #5374	1,793.30
176186	12/16/2013	EBERHARD EQUIPMENT	124.74
176187	12/16/2013	ECS PUBLISHING	847.3
176188	12/16/2013	EDUCATIONAL GLOBAL TECHNOLOGIES, INC. (EDGT)	426.60
176189	12/16/2013	ELECTRONIX EXPRESS	130.65
		Unpaid Sales Tax	9.57
		Expensed Amount 14	0.22
176190	12/16/2013	ESSENCE ENTERTAINMENT	5,318.00
176191	12/16/2013	EXTREME LOGO RUGS, INC.	955.50
		Unpaid Sates Tax 6	9.64
		Expensed Amount 1,02	5.14
76192	12/16/2013	FISHER SCIENTIFIC	295.3
76193	12/16/2013	FONTIS SOLUTIONS div of IMAGE DISTRIBUTION SERV	674.7
76194	12/16/2013	FOSTER CARE AUXILIARY OF OC	120.0
76195	12/16/2013	SCOTT FREDRICKSON	59.9
76196	12/16/2013	FREEWAY AUTO SUPPLY	245.4
76197	12/16/2013	FULLERTON CIVIC LIGHT OPERA CO	1,298.8
76198	12/16/2013	AUTONATION SHARED SERVICE CTR SOUTH CALIFORNIA	226.34
176199	12/16/2013	DANIEL SMITH, INC.	4,045.90
		Unpaid Sales Tax 32	3.67
		Expensed Amount 4,365	9.57
76200	12/16/2013	DAIRY DEPOT	57.78
76201	12/16/2013	ANTIMITE TERMITE & PEST CONTROL	65.00
76202	12/16/2013	XEROX CORPORATION	27,155.64
76203	12/16/2013	XEROX EDUCATION SERVICES, INC.	175.5
76204	12/16/2013	XEROX CORPORATION	19.41
76205	12/16/2013	PROFESSIONAL PERSONNEL LEASING	3,685.20
76206	12/16/2013	JOHN TIMBERLAKE	1,666.63
76207	12/16/2013	SO. ORANGE CO. COMM. COL. DIST	10,564.49
76208	12/17/2013	OFFICEMAX CONTRACT INC.	4,319.50
76209	12/17/2013	OFFICEMAX CONTRACT INC.	6,569.73
76210	12/17/2013	PARKWAY LAWNMOWER SHOP	275.93
76211	12/17/2013	PENHALL RENTALS	314.92
76212	12/17/2013	PENN CORPORATE RELOCATION SERVICES, INC.	126.00
76213	12/17/2013	PETE'S ROAD SERVICE	55.90
76214	12/17/2013	PITNEY BOWES PRESORT SERVICES	2,068.01
76215	12/17/2013	POWER CLEANERS	225.62
76216	12/17/2013	PREFERRED AERIAL & CRANE TECHNOLOGY, INC.	600.00
76217	12/17/2013	PRINT FINISHING SOLUTIONS	626.70
76218	12/17/2013	PROFESSIONAL PLASTICS, INC.	294.24

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Check Num	ber Check Date	Pay to the Order of	Check Amount
176219	12/17/2013	QUALITY OFFICE FURNISHINGS	2,911.25
176220	12/17/2013	QUEZADA PRO LANDSCAPE, INC.	4,580.00
176221	12/17/2013	DONNA RANE-SZOSTAK	31.54
176222	12/17/2013	JAMES REPKA	216.91
176223	12/17/2013	ROYAL PLYWOOD CO., LLC	940.65
176224	12/17/2013	S & B FOODS CATERING DIVISION	67.82
176225	12/17/2013	S & B FOODS CATERING DIVISION	481.95
176226	12/17/2013	FHEG - SADDLEBACK BOOKSTORE STORE NO. 296	53.33
176227	12/17/2013	GUISELLE SCOTT	630.00
176228	12/17/2013	SEHI PROCOMP COMPUTER PRODUCTS	2,026.34
176229	12/17/2013	SARA LEILA SHEYBANI % MSE DIVISION OFFIC	E 25.43
176230	12/17/2013	SIERRA SOIL, INC.	694.40
176231	12/17/2013	SMARDAN SUPPLY - EL MONTE	12,224.44
176232	12/17/2013	U.S. DATA TRUST CORPORATION	5,000.00
176233	12/17/2013	UNISOURCE WORLDWIDE INC.	3,093.12
176234	12/17/2013	VFS FIRE & SECURITY SERVICES	2,395.00
176235	12/17/2013	VISTA PAINT CORPORATE OFFICE	153.45
176236	12/17/2013	YALE/CHASE EQUIPMENT AND SERVICES, INC.	22,764.57
176237	12/17/2013	YAMAHA GOLF CARS OF CA, INC.	145.09
176238	12/17/2013	W. W. GRAINGER	79.45
176239	12/17/2013	LILIANN PEREZ-STROUD	360.00
176240	12/17/2013	REYNOLDS ADVANCED MATERIALS	74.11
176241	12/17/2013	RICOH USA, INC.	1,277.92
176242	12/17/2013	SCHLAIFER'S ENAMELING SUPPLIES INC.	22.08
		Unpaid Sales Tax	1.32
		Expensed Amount	23.40
176243	12/17/2013	SKS, INC. PETROLEUM DISTRIBUTORS	313.83
176244	12/17/2013	SOUTHERN CALIFORNIA EDISON CO.	107.41
176245	12/17/2013	BACKHAND, LLC dba SOCAL VACUUM & JANITORIAL	557.59
176246	12/17/2013	TUSTIN CHRYSLER JEEP DODGE WHOLESALE PAR	TS 168.70
176247	12/17/2013	VIATRON SYSTEMS, INC.	19,600.00
176248	12/17/2013	VICTORY CUSTOM ATHLETIC, INC	5,959.78
176249	12/17/2013	VITAL LINK EDUCATION AND BUSINESS CONSORTIUM	3,175.00
176250	12/17/2013	WWR INTERNATIONAL, INC.	349.57
176251	12/17/2013	WALTERS WHOLESALE ELECTRIC	339.72
176252	12/17/2013	WILSON SPORTING GOODS, INC	1,244.16
176253	12/17/2013	ANDREA ANDERSON-TILDEN	150.00
176254	12/17/2013	SASHIKO WEIDENKOPF	226.45
176255	12/17/2013	KRISTEN BUSH	1,400.00 *
	issued on 12/17/2013, Cancel		1,00.00
176256	12/17/2013	KRISTEN BUSH	1,400.00
176257	12/17/2013	KIM D'ARCY	56.97
176258	12/17/2013	RAJANPAL DHILLON	236.00
76259	12/17/2013	LINDSAY DONALDSON	500.00
76260	12/17/2013	NICOLE DONNA DUPREE	500.00
76261	12/17/2013	TERESA FLUEGEMAN	65.28

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 11/25/2013 through 01/07/2014

Check Number	Check Date	Pay to the Order of	Check Amoun
176263	12/17/2013	DEBORAH LOMBARDI	500.00
176264	12/17/2013	MICHAEL A. MARTINEZ	410.52
176265	12/17/2013	KIM MC CORD	199.80
176266	12/17/2013	JEDREK MULARSKI	88.84
176267	12/17/2013	VINCENT POLLIZZI	236.00
176268	12/17/2013	IRENE RENAULT	1,000.00
176269	12/17/2013	SHERATON GRAND SACRAMENTO	281.97
176270	12/17/2013	JULIE THOMAS	500.00
176271	12/17/2013	JEFF WILSON	248.27
176272	12/17/2013	SU YOUNG (JENNIFER) YU	500.00
176273	12/17/2013	ARC AMER. REPROGRAPHICS CO.	201.86
176274	12/17/2013	COLLEGESOURCE, INC.	10,562.50
176275	12/17/2013	DB MECHANICAL, INC.	12,895.00
176276	12/17/2013	DELL MARKETING L.P. C/O DELL USA L.P.	3,693.71
176277	12/17/2013	DIV. OF THE STATE ARCHITECT DSA ACCTS	137.20
176278	12/17/2013	RECEIVABLE HUDSON PACIFIC SERVICES LLC d/o HUDSON PACIFIC	22,750.00
176279	12/17/2013	PROPERTIES P2S ENGINEERING, INC ATTN:ARVIND BATRA	10 195 00
176280	12/17/2013	PRESIDIO NETWORKED SOLUTIONS	10,185.00 45,062.18
176281	12/17/2013	STRATA INFORMATION GROUP	45,062.18 7.717.21
176282	12/18/2013	SO. ORANGE CO. COMM. COL. DISTWORKERS	3,314.88
		COMPENSATION	
176283	12/19/2013	AT & T	63.18
76284	12/19/2013	SOUTHERN CALIFORNIA EDISON CO.	1,831.81
76285	12/19/2013	SOUTHERN CALIFORNIA EDISON CO.	14,964.70
76286	12/19/2013	VERIZON	130.14
176287	12/19/2013	TERESA FLUEGEMAN	53.56
76288	12/19/2013	G & K SERVICES	185.77
76289	12/19/2013	G/M BUSINESS INTERIORS	2,583.36
76290	12/1 9 /2013	GALL'S/QUARTERMASTER	1,935.94
76291	12/19/2013	GAYLORD BROTHERS, INC.	82.85
		Unpaid Sales Tax 5.75	
76292	12/19/2013	Expensed Amount 88.60	00.07
76293		PATRIZIA GOLDBERG	20.07
76294	12/19/2013	GRAINGER	1,359.39
	12/19/2013	GRANICUS, INC.	1,773.50
76295	12/19/2013		1,463.73
76296	12/19/2013	GREENLEIGH & WONG TECHNICAL SERVICE LLC	2,835.00
		Unpaid Sales Tax 226.80	
76297	12/10/2012	Expensed Amount 3,061.80	
76298	12/19/2013		790.00
	12/19/2013		35.00
76299	12/19/2013		61.02
76300	12/19/2013	HITT MARKING DEVICES, INC.	29.95
76301	12/19/2013	HOME DEPOT CREDIT SERVICES	1,356.35
76302	12/19/2013	HORIZON	303.41
76303	12/19/2013	JULIUS A. IBANEZ	750.00
76304	12/19/2013	IRVINE RANCH WATER DIST.	11,587.06
76305	12/19/2013	JACOBSEN WEST	17,820.22
te preceding Checks	s have been issued in ac	cordance with the District's Policy and authorization ESC	APE ONLINE

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College District

Checks Dated 11/25/2013 through 01/07/2014

Check Number	Check Date	Pay to the Order of	Check Amount
176306	12/19/2013	BILL JAY	511.32
176307	12/19/2013	KRATOS HBE	620.15
176308	12/19/2013	GARY I. KUSUNOKI	460.00
176309	12/19/2013	LAGUNA GRAPHIC ARTS, INC.	51.12
176310	12/19/2013	LAGUNA MUFFLER SERVICE	357.80
176311	12/19/2013	SHARON LANDIS	480.00
176312	12/19/2013	LAWNMOWERS ETC., LLC	148.84
176313	12/19/2013	LIGHTING SUPPLY, INC.	1,850.82
176314	12/19/2013	LIST INDUSTRIES, INC.	9,434.01
		Unpaid Sales Tax 558.7	2
		Expensed Amount 9,992.7	3
176315	12/19/2013	LVH ENTERTAINMENT	750.00
176316	12/19/2013	MAIN GRAPHICS	2,889.81
176317	12/19/2013	MARKERTEK VIDEO SUPPLY 1 TOWER DRIVE	117.24
		Unpaid Sales Tax 7.9	_
470040		Expensed Amount 125.2	
176318	12/19/2013		1,369.44
176319	12/19/2013	MARSHALL MATERIALS	880.78
176320	12/19/2013	MATCO TOOLS MARK JACOBSON	567.50
176321	12/19/2013		322.60
176322	12/19/2013	MC KESSON MEDICAL SURGICAL	2,514.47
176323	12/19/2013		569.70
176324	12/19/2013	CLIFFORD MEYER C/O AUTO TECH	207.00
176325	12/19/2013		7,426.34
176326 176327	12/19/2013	MILLENNIUM BUSINESS SERVICES Marty Cohn	129.60
176328	12/19/2013		21.64
176329	12/19/2013 12/19/2013	MONTGOMERY HARDWARE MOULTON-NIGUEL WATER DIST.	507.07
176330	12/19/2013	BLUETARP FINANCIAL	19,525.62 732.83
170330	12/19/2013		
		Unpaid Sales Tax 50.4 Expensed Amount 783.2	-
176331	12/19/2013	O'MEARA, MICHAEL	13.87
176332	12/19/2013	ORANGE COUNTY REGISTER	4.894.00
176333	12/19/2013	ERIK JENSEN WIRED PLANET	262.50
176334	12/19/2013	RUBY HAZZARD	15.26
176335	12/19/2013	EARL PAGAL	51.23
176336	12/20/2013	M & R PRINTING	7.12
	1212012010	Unpaid Sales Tax 15.18	
		Expensed Amount 8.06	-
176337	12/20/2013	REBECCA BECK	, 229.80
176338	12/20/2013	CASBO EASTERN SECTION C/O OCDE	15.00
176339	12/20/2013	HOANG-QUYEN DANG	488.42
176340	12/20/2013	WILLIAM DAVIS	40.74
176341	12/20/2013	LINDA FONTANILLA	82.00
176342	12/20/2013	JIM GASTON	1,700.25
176343	12/20/2013	RUTH HIGGINS	881.08
176344	12/20/2013	ANDREA MC GINLEY	433.92
176345	12/20/2013	ALTERNATIVE DELIVERY SOLUTIONS	4,144.00
176346	12/20/2013	DELL MARKETING L.P. C/O DELL USA L.P.	4,135.36

The preceding Checks have been issued in accordance with the District's Policy and authorizationESCAPEONLINEof the Board of Trustees. It is recommended that the preceding Checks be approved.Page 19 of 25

Board Report

Check Number	Check Date	Pay to the Order of	Check Amour
176347	12/20/2013	R2A ARCHITECTURE	1,474.8
176348	12/20/2013	SARGENT WELCH	1,423.9
176349	01/02/2014	1-WORLD GLOBES & MAPS	722.95
		Unpaid Sales Tax 56.00	
		Expensed Amount 778.95	
176350	01/02/2014	PACIFIC COACHWAYS	2,970.07
176351	01/02/2014	PBS DISTRIBUTION, LLC	58.24
176352	01/02/2014	PHIPPS & BIRD	88.2
		Unpaid Sales Tax 5.76	
		Expensed Amount 94.01	
76353	01/02/2014	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	791.00
76354	01/02/2014	T. J. PRENDERGAST	64.9
76355	01/02/2014	QUEZADA PRO LANDSCAPE, INC.	4,550.00
76356	01/02/2014	JAMES ROGERS	21.5
76357	01/02/2014	ROTH CARNEY APC	9,617.0
76358	01/02/2014	S & B FOODS CATERING DIVISION	439.6
76359	01/02/2014	S & B FOODS CATERING DIVISION	403.4
76360	01/02/2014	S & B FOODS CATERING DIVISION	69.8
76361	01/02/2014	SCHOOL MEDIA ASSOCIATES	89.9
76362	01/02/2014	RUSSELL SIGLER, INC.	492.8
76363	01/02/2014	STOUT & BURG ELECTRIC INC	3,020.0
76364	01/02/2014	PATRIC TAYLOR	156.7
76365	01/02/2014	TECHNIC BUSINESS SOLUTIONS	591.20
76366	01/02/2014	XEROX CORPORATION	115.1
76367	01/02/2014	XEROX EDUCATION SERVICES, INC.	175.50
76368	01/02/2014	SMART & FINAL	30.9
76369	01/02/2014	RPM CONSULTANT GROUP	5,936.4
76370	01/02/2014	POSTMASTER	2,299.40
76371	01/03/2014	PARKWAY LAWNMOWER SHOP	118.80
76372	01/03/2014	VENTEK INTERNATIONAL	555.00
76373	01/03/2014	WEST COAST INTERNET, INC.	261.60
76374	01/03/2014	VERIZON	75.06
76375	01/03/2014	VERIZON	299.7
76376	01/03/2014	ΑΤ&Τ	27.37
76377	01/03/2014	OFFICEMAX CONTRACT INC.	181.07
76378	01/03/2014	OFFICEMAX CONTRACT INC.	11.65
76379	01/03/2014	CLAIRE CESAREO-SILVA	1,000.00
76380	01/03/2014	TERESA FLUEGEMAN	201.08
76381	01/03/2014	JULIE KIRK	1,102.75
76382	01/03/2014	MARGOT LOVETT	1,000.00
6383	01/03/2014	ROY MC CORD	647.72
6384	01/03/2014	REBECCA MORGAN	244.86
6385	01/03/2014	AMY L. STINSON	1,400.00
6386	01/03/2014	FAWN TANRIVERDI	985.60
6387	01/03/2014	WELLS FARGO #2496	2,405.09
6388	01/03/2014	CALIFORNIA GEOLOGICAL SURVEY SCHOOL REVIEW	3,600.00
6389	01/03/2014	DOUGHERTY + DOUGHERTY ARCHITECTS LLP	27,007.75
76390	01/03/2014	MC CARTHY BUILDING COMPANIES	38,513.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Board Report

Check Number	Check Date	Pay to the Order of	Check Amount
176391	01/03/2014	PARSONS BRINCKERHOFF, INC.	1,355.00
176392	01/03/2014	PENN CORPORATE RELOCATION SERVICES, INC.	6,325.37
176393	01/03/2014	S & K ENGINEERS	21,375.00
76394	01/06/2014	INX LLC,	189,218.08
Reissuer	on 01/09/2014, Cancel	Register # AP01102014	
76395	01/06/2014	AT & T MOBILITY	12.38
76396	01/06/2014	AT&T	549.72
76397	01/06/2014	AT&T	366.47
76398	01/06/2014	AT&T	47.80
76399	01/06/2014	AT&T	1,600.05
76400	01/06/2014	SMART & FINAL	59.82
76401	01/06/2014	SOUTHERN CALIFORNIA GAS CO.	10,027.55
76402	01/06/2014	SAFEWAY, INC.	446.61
76403	01/06/2014	PERIWINKLE ENTERTAINMENT PRODUCTIONS	5.500.00
		Register # AP01062014D	0,000.00
76404	01/06/2014	DEPT INDUSTRIAL RELATIONS OFFICE OF SELF INS PLANS	18,930.70
Reissued	on 01/06/2014, Cancel	Register # AP01062014D	
76405	01/06/2014	PERIWINKLE ENTERTAINMENT PRODUCTIONS	5,500.00
76406	01/06/2014	DEPT INDUSTRIAL RELATIONS OFFICE OF SELF INS PLANS	18,930.70
76407	01/07/2014	NANCY BRACKEN	285.33
76408	01/07/2014	PATRICK EADES	28.48
76409	01/07/2014	SARA FRAZIER	65.77
76410	01/07/2014	FARIDA GABDRAKHMANOVA	100.86
76411	01/07/2014	SHIRLEY GAUTHIER	14.46
76412	01/07/2014	DENNIS GORDON	30.51
76413	01/07/2014	CONSTANCE HARRINGTON SADDLEBACK COLLEGE	19.66
76414	01/07/2014	HERCULES PORTABLE POWER, INC.	1,466.00
76415	01/07/2014	GRISEL HEREDIA	4.52
76416	01/07/2014	CARMENMARA HERNANDEZ-BRAVO	62.54
76417	01/07/2014	HIGHER ONE INC.	5,000.00
76418	01/07/2014	HOME DEPOT CREDIT SERVICES	207.44
76419	01/07/2014	INGARDIA BROTHERS PRODUCE, INC.	703.10
76420	01/07/2014	IRVINE RANCH WATER DIST.	8,356.97
76421	01/07/2014	SUSAN KWAN	20.00
76422	01/07/2014	LAGUNA CLAY CO.	2,667.60
76423	01/07/2014	MICHAEL LOWELL MC CORMICK	9.67
76424	01/07/2014	MC KESSON MEDICAL SURGICAL	1,426.86
76425	01/07/2014	MIDWEST SPORTS TENNIS OUTLET	162.00
10425	0110112014		
			-
76426	01/07/2014	Expensed Amount 174.96 MOULTON-NIGUEL WATER DIST.	4,113.17
6427	01/07/2014	NEUDESIC, LLC	2,028.00
76428	01/07/2014	AEROFUND FINANCIAL, INC.	358.56
6429	01/07/2014	ORANGE COUNTY REGISTER	252.73
76430	01/07/2014	ORKIN PEST CONTROL 711	
'6430 '6431			1,284.00
	01/07/2014		100.00
76432	01/07/2014	OXFORD UNIVERSITY PRESS ORDER DEPT.	35.00

Checks Dated 11/25/2013 through 01/07/2014

Check Number	Check Date	Pay to the Order of			Check Amount
176433	01/07/2014	FELICIA STINSON			110.94
176434	01/07/2014	LISA ANH H WANG			55.94
176435	01/07/2014	AT & T			104.43
176436	01/07/2014	AT & T			408.65
176437	01/07/2014	AT & T			70.48
176438	01/07/2014	AT & T			70.48
176439	01/07/2014	AT & T			70.48
176440	01/07/2014	AT&T			12.00
176441	01/07/2014	SAN DIEGO GAS & EL	ECTRIC		59,584.86
176442	01/07/2014	AAA ACCESS SMOG			260.00
176443	01/07/2014	AARDVARK CLAY AN	D SUPPLIES		16 5.34
1 76444	01/07/2014	DANIELLE AGUIRRE			200.00
176445	01/07/2014	ALL AROUND UNDER	GROUND CONTRACTO	RS INC.	14,600.15
176446	01/07/2014	AMSTERDAM PRINTI	NG & LITHO		1,139.81
			Unpaid Sales Tax	86.68	
			Expensed Amount	1,226.49	
176447	01/07/2014	APEX AUDIO			75.00
176448	01/07/2014	ARC A	MER. REPROGRAPHICS CO).	147.97
176449	01/07/2014	ARMSTRONG MEDIC	AL INDUSTRIES		265.60
176450	01/07/2014	ARS ENTERPRISES			1,079.49
176451	01/07/2014	ASSOC INDUSTRIAL I	DISTRIBUTORS		38,70
			Unpaid Sales Tax	2.50	
			Expensed Amount	41.20	
176452	01/07/2014	ASCCA			25.00
176453	01/07/2014	ADVANTA ENERGY	C/O AVIVA ENERGY	CORP	800.00
176454	01/07/2014	B & H PHOTO PROCESSING	VIDEO REMITTANCE		31.20
			Unpaid Sales Tax	2.50	
			Expensed Amount	33.70	
176455	01/07/2014	BAKER & TAYLOR			5,704.32
176456	01/07/2014	BARNES & NOBLE			1,230.71
176457	01/07/2014	BLICK ART MATERIAL	.S		661.24
176458	01/07/2014	BOUNDTREE MEDICA	L		181.80
176459	01/07/2014	DON BUSCHE			256.66
176460	01/07/2014	CA HAZARDOUS SER	VICE		1,067.51
176461	01/07/2014	CALIFORNIA METAL->	(3,105.00
176462	01/07/2014	CALIFORNIA STAGE/L	IGHTING, INC		386.10
176463	01/07/2014	CANON SOLUTIONS A	MERICA, INC.		52.92
176464	01/07/2014	COMMUNITY COLLEG	E LEAGUE OF CA		2,462.74
176465	01/07/2014	CINTAS DOCUMENT N	IANAGEMENT		120.00
176466	01/07/2014	CLARK SECURITY PR	ODUCTS		31.10
176467	01/07/2014	COAST FITNESS REP.	AIR SHOP		4,416.42
176468	01/07/2014	CORE SUPPORT RES	OURCES, INC.		13,666.20
176469	01/07/2014	COX COMMUNICATIO	NS		10.29
176470	01/07/2014	COX COMMUNICATIO	NS		1,108.04
176471	01/07/2014	COX COMMUNICATIO	NS		2,358.04
176472	01/07/2014	COX COMMUNICATIO	NS		2,052.80
176473	01/07/2014	COX COMMUNICATIO	NS		2,110.56
176474	01/07/2014	CARIE CRUZ			140.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Check Number	Check Date	Pay to the Order of	Check Amount
176475	01/07/2014	DANA POINT YACHT MAINTENANCE	78.65
176476	01/07/2014	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE, CASHIERING	5,388.00
176477	01/07/2014	DirecTV	109.99
176478	01/07/2014	JEFF DORSZ	138.22
176479	01/07/2014	MICHELE DUGAN	180.00
176480	01/07/2014	DUNN-EDWARDS CORPORATION	593.41
176481	01/07/2014	EBERHARD EQUIPMENT	1,603.80
176482	01/07/2014	ECONOMIC ALTERNATIVES, INC.	376.25
176483	01/07/2014	ARNETTE EDWARDS	180.00
176484	01/07/2014	ELECTRONIX EXPRESS	175.25
		Unpaid Sales Tax 12.98	-
		Expensed Amount 188.23	-
176485	01/07/2014	EMCOR/Mesa Energy Systems	1,339.00
176486	01/07/2014	EWING IRRIGATION PRODUCTS	477.50
176487	01/07/2014	EXCELSIOR ELEVATOR CORPORATION	1,370.00
176488	01/07/2014	EXPERIAN	254.00
176489	01/07/2014	FILMTOOLS, INC.	72.27
176490	01/07/2014	FISHER SCIENTIFIC	5,308.73
176491	01/07/2014	DEBRA L. FITZSIMONS	32.05
76492	01/07/2014	FONTIS SOLUTIONS	388.80
176493	01/07/2014	SHEILA FORSBERG	6,352.50
176494	01/07/2014	FREEWAY AUTO SUPPLY	142.80
176495	01/07/2014	DEBORAH FRICKE	180.00
176496	01/07/2014	FRY'S ELECTRONICS	490.24
76497	01/07/2014	DAYLE MCINTOSH CENTER FOR THE DISABLED	256.00
76498	01/07/2014	AUTONATION SHARED SERVICE CTR SOUTH CALIFORNIA	992.58
76499	01/07/2014	BOB PARRETT CONSTRUCTION, INC.	1,575.00
176500	01/07/2014	DANIEL SMITH, INC.	340.13
		Unpaid Sales Tax 27.21	
		Expensed Amount 367.34	-
76501	01/07/2014	DAIRY DEPOT	108.36
76502	01/07/2014	SO. ORANGE CO. COMM. COL.DIST	4,443.00
76503	01/07/2014	ALLANA TOBIAS	350.00
76504	01/07/2014	FHEG - SADDLEBACK BOOKSTORE STORE NO. 296	100.00
76505	01/07/2014	PHOENIX GROUP	903.80
76506	01/07/2014	REYNOLDS ADVANCED MATERIALS	2,643.29
76507	01/07/2014	PADHRAIC SMYTH	2,500.00
76508	01/07/2014	BARBARA TAMIALIS	103.39
76509	01/07/2014	TANGRAM INTERIORS	100.00
76510	01/07/2014	STEVE TEH	121.57
76511	01/07/2014	TICKET ENVELOPE COMPANY	239.00
		Unpaid Sales Tax 19.12	
		Expensed Amount 258.12	
76512	01/07/2014	TOMARK SPORTS, INC.	408.23
76513	01/07/2014	TUTTLE-CLICK FORD	53.75
76514	01/07/2014	TUTTLE-CLICK FORD	482.68
76515	01/07/2014	UNISOURCE WORLDWIDE INC.	8,850.49

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 11/25/2013 through 01/07/2014

Board Report

Check Number Check Date Pay to the Order of **Check Amount** 176516 01/07/2014 UNITED DIRECT MARKETING 612.00 176517 01/07/2014 UNITED INTERIORS 741.27 176518 01/07/2014 LUIS MAURICIO VASQUEZ 875.00 176519 01/07/2014 VENTEK INTERNATIONAL 155.45 176520 01/07/2014 VICTORY CUSTOM ATHLETIC, INC 42.24 176521 01/07/2014 MICHAEL E. WILSON 12.920.00 176522 01/07/2014 JIM WRIGHT 55.99 176523 01/07/2014 W. W. GRAINGER 1,111.30 176524 01/07/2014 **IRVINE VALLEY COLLEGE** 49.00 176525 01/07/2014 PATTERSON MEDICAL 936.05 176526 01/07/2014 PAYAM-E-ASHENA 250.00 176527 01/07/2014 POWER CLEANERS 171.66 176528 01/07/2014 PROFORCE MARKETING INC. 883.44 **PROFORCE LAW** ENFORCEMENT 176529 01/07/2014 **PYRO-COMM SYSTEMS** 7,655.00 176530 01/07/2014 A QUARTER BLUE 200.00 176531 01/07/2014 QUEST DIAGNOSTICS 3,721.18 176532 01/07/2014 EMILY QUINLAN 130.11 176533 01/07/2014 UNITED SITE SERVICES OF CALIFORNIA, INC. 140.24 176534 01/07/2014 WARD'S NATURAL SCIENCE 144.14 176535 01/07/2014 WATER TECH AG SUPPLY 2,519.20 176536 01/07/2014 WAXIE 57.46 176537 01/07/2014 PACIFIC CLIPPINGS 118.00 176538 01/07/2014 **R2A ARCHITECTURE** 120.00 176539 01/07/2014 RACO INDUSTRIES, INC. 69.00 3.12 **Unpaid Sales Tax** Expensed Amount 72.12 176540 01/07/2014 REFRIGERATION SUPPLIES DIST. 548.49 176541 01/07/2014 RICOH AMERICAS CORP 74.55 176542 01/07/2014 ROSE BRAND 118.98 176543 01/07/2014 ROTH CARNEY APC 2,861.50 176544 01/07/2014 S & B FOODS CATERING DIVISION 3,000.00 176545 01/07/2014 SAMY'S CAMERA ATTN: ACCOUNTS 367.20 RECEIVABLES 176546 01/07/2014 SHRED-IT USA-SAN DIEGO 327.83 * Cancelled on 01/08/2014, Cancel Register # AP01082014A 176547 01/07/2014 STAR MAINTENANCE SUPPLY 488.93 176548 01/07/2014 SO. ORANGE CO. COMM. COL. DISTWORKERS 3,728.67 COMPENSATION 176549 01/07/2014 SAFEWAY, INC. 358.71 176550 01/07/2014 SOUTHERN CALIFORNIA EDISON CO. 38.437.33 176551 01/07/2014 SOUTHERN CALIFORNIA EDISON CO. 10,194.92 176552 01/07/2014 SOUTHERN CALIFORNIA EDISON CO. 1,515.85 176553 01/07/2014 SOUTHERN CALIFORNIA EDISON CO. 210.83 176554 01/07/2014 AMERICAN EXPRESS TRAVEL RELATED 1.401.50 SERVICES CO INC 176555 01/07/2014 WELLS FARGO #1598 3.496.47 **Unpaid Sales Tax** 14.35 3,510.82 Expensed Amount 176556 01/07/2014 WELLS FARGO #1606 1.598.77 The preceding Checks have been issued in accordance with the District's Policy and authorization ESCAPE ONLINE of the Board of Trustees. It is recommended that the preceding Checks be approved. Page 24 of 25

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Generated for Nancy Hulse (NHULSE), Jan 10 2014 8:27AM

College District

Board Report

Check Number	C	heck Date	Pay to the Order of	f		C	Check Amou
176557	01	1/07/2014	WELLS FARGO #331	17			5,304.7
				Unpaid	Sales Tax	123.85	
				Expense	ed Amount	5,428.60	
76558	01	/07/2014	WELLS FARGO #419	98			1,182.5
				Unpaid	Sales Tax	1.34	
				Expense	d Amount	1,183.93	
176559	01	/07/2014	WELLS FARGO #331	17			552.1
				Total Number	of Checks	1,005	9,310,313.7
				Inc	ludes checi	tes for only Bank Acc Count	OUNT COUNT Amou
					Cancel	6	13,018.7
					Reissue	54	371,675.5
					Net Issue		8,925,619.34
			Fund Sur	nmary			
F	und	Description		Check	Count	Expensed Amour	- nt
0.	1	General Fund			835	3,251,838.37	7
1:	2	Child Developm	ent Fund		17	6,917.5	5
40	D	Capital Outlay F	und		81	5,278,891.81	1
68	3	Self-Insurance I	Fund		8	36,662.65	5
7'	1	Retiree Benefit	Fund		4	356,205.00)
		Tota	I Number of Checks	945		8,930,515.38	3
		104					
			d Sales Tax Liability			4,896.04	

 The preceding Checks have been issued in accordance with the District's Policy and authorization
 ESCAPE

 of the Board of Trustees. It is recommended that the preceding Checks be approved.
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Board Report

Checks Da	ted 11/25/2013 through 0	1/07/2014	
Check Numi	per Check Date	Pay to the Order of	Check Amount
010863	11/25/2013	YOUNG REMBRANDTS	5,094.00
010864	11/25/2013	CULINARY COOKING KIDS, LLC	5,067.00
010865	11/25/2013	KYLIE GUIRAL	28.69
010866	11/25/2013	DENISE LUDES	76.90
010867	11/25/2013	MASTERS NOTARY ACADEMY	420.00
010868	11/25/2013	OFFICEMAX CONTRACT INC.	318.07
010869	11/25/2013	ONE ON ONE BASKETBALL, INC	2,250.00
010870	11/25/2013	SAN JOAQUIN DELTA COLLEGE	50.00
010871	11/25/2013	ARRON SEARCY	130.84
010872	11/25/2013	SOUTH ORANGE COUNTY COMMUNITY COLLEGE	87.80
010873	11/25/2013	SUPER READERS SUPER CHEFS	3,240.00
010874	11/25/2013	TODDLER TIME C/O KRISTI MARTIN	2,304.00
010875	11/25/2013	XEROX CORPORATION	461.52
010876	11/27/2013	ACADEMIC CHESS C/O ADAM BRODY	14,500.20
010877	11/27/2013	BRICKS 4 KIDZ ALC ENTERPRISES	2,628.00 *
Re	ssued on 11/27/2013		•
010878	11/27/2013	SAHEL YOGA LLC	1,350.00 *
Re	bissued on 11/27/2013		
010879	11/27/2013	WIKI THINK	6,852.90 *
Re	issued on 11/27/2013		
010880	11/27/2013	BOOGIE WOOGIE BABY	3,942.00 *
Re	issued on 11/27/2013		
010881	11/27/2013	CULINARY COOKING KIDS, LLC	972.00 *
Re	issued on 11/27/2013		
010882	11/27/2013	FUTURE BUILDERS WITH BRICKS	6,534.00 *
	issued on 11/27/2013		
010883	11/27/2013	ESTELLA CASTILLO-GARRISON	27.00 *
	issued on 11/27/2013		
010884	11/27/2013	COAST 2 COAST COACHING	2,246.40 *
	issued on 11/27/2013		
010885	11/27/2013	FIT KIDS AMERICA	21,630.00 *
	issued on 11/27/2013		44 400 00 1
010886	11/27/2013	BRAIN BUILDERS EDUCATIONAL PROGRAMS	11,196.00 *
rte 010887	issued on 11/27/2013 11/27/2013	MAD SCIENCE OF ORANGE COUNTY	15,939.00 *
	issued on 11/27/2013	MAD SCIENCE OF ORANGE COUNTY	15,555.00
010888	11/27/2013	BRICKS 4 KIDZ ALC ENTERPRISES	2,628.00
010889	11/27/2013	SAHEL YOGA LLC	1,350.00
010890	11/27/2013	WIKI THINK	6,852.90
010891	11/27/2013	BOOGIE WOOGIE BABY	3,942.00 *
	issued on 12/12/2013		3,542.00
010892	11/27/2013	CULINARY COOKING KIDS, LLC	972.00
010893	11/27/2013	FIT KIDS AMERICA	21,630.00
010894	11/27/2013	FUTURE BUILDERS WITH BRICKS	
010895	11/27/2013	ESTELLA CASTILLO-GARRISON	6,534.00 27.00
010895	11/27/2013	MAD SCIENCE OF ORANGE COUNTY	
	11/27/2013		15,939.00
010897 010898		COAST 2 COAST COACHING	2,246.40
	11/27/2013	BRAIN BUILDERS EDUCATIONAL PROGRAMS	11,196.00
010899	12/06/2013	ONE ON ONE BASKETBALL, INC	540.00

 The preceding Checks have been issued in accordance with the District's Policy and authorization
 ESCAPE
 ONLINE

 of the Board of Trustees. It is recommended that the preceding Checks be approved.
 Page 1 of 2

Checks Dated 11/25/2013 through 01/07/2014

Check Amount		Pay to the Order of	Check Date	Check Number
18,772.99		POSTMASTER	12/06/2013	010900
360.00		FITWORX	12/06/2013	010901
2,808.00		ART JUST CREATE IT	12/11/2013	010902
2,427.60	C/O LARISSA MARANTZ	OC ART STUDIOS	12/11/2013	010903
3,942.00	3Y	BOOGIE WOOGIE BAB	12/12/2013	010904
3,348.50	DISCHOOL DISTRICT	CAPISTRANO UNIFIE	12/13/2013	010905
580.50	ENTERPRISES LLC	COHEN-NAGLESTAD	12/13/2013	010906
853.00	I OF INFLUENCE	CONNECTED WOMEN	12/13/2013	010907
2,959.00		EDUCATION TO GO	12/13/2013	010908
1,146.60		KAYLAA FOX	12/13/2013	010909
14.03	SARRISON	ESTELLA CASTILLO-G	12/13/2013	010910
7,675.00	., INC.	GOOD TIMES TRAVEL	12/13/2013	010911
500.00	GE	SADDLEBACK COLLE	12/13/2013	010912
52.60	INTY COMMUNITY COLLEGE	SOUTH ORANGE COU DISTRICT	12/13/2013	010913
269,034.56	INTY COMMUNITY COLLEGE	SOUTH ORANGE COU DISTRICT	12/13/2013	010914
551.15	N	XEROX CORPORATIO	12/13/2013	010915
62.00		MACY TAYLOR	12/13/2013	010916
6,196.01	KIMBALL INT'L.	KIMBALL OFFICE	12/20/2013)10917
			on 12/20/2013	Reissued
5,654.75	GE FOUNDATION	SADDLEBACK COLLE	12/20/2013	010918
			on 12/20/2013	Reissued
59.79		ARRON SEARCY	12/20/2013	010919
		2	on 12/20/2013	
6,196.01	KIMBALL INT'L.	KIMBALL OFFICE	12/20/2013	010920
5,654.75	GE FOUNDATION	SADDLEBACK COLLEC	12/20/2013	10921
59.79		ARRON SEARCY	12/20/2013	10922
462.00	C/O LARISSA MARANTZ	OC ART STUDIOS	01/06/2014	10923
308.04	CT INC.	OFFICEMAX CONTRAC	01/06/2014	10924
2 520,882.29	otal Number of Checks 62	Т		

	Count	Amount
Reissue	15	89,169.85
Net Issue		431,712.44

Fund Summary

Fund	Description	Check Count	Expensed Amount
09	SC Community Education Fund	47	431,712.44
	Total Number of Checks	47	431,712.44
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		431,712.44

The preceding Checks have been issued in accordance with the District's Policy and authorization	ESCAPE ONLINE
of the Board of Trustees. It is recommended that the preceding Checks be approved.	Page 2 of 2

Board Report

Checks Dated 11/25/2013 through 01/07/2014 **Check Number Check Date** Pay to the Order of **Check Amount** 009194 11/25/2013 EDUCATION TO GO 713.00 009195 11/25/2013 **IRVINE VALLEY COLLEGE** 392.05 COMMUNITY EDUCATION 009196 11/25/2013 SHARON LOUIE 69.26 009197 11/25/2013 OFFICEMAX CONTRACT INC. 157.90 009198 11/25/2013 **VISION STRIKE, INC** 487.50 009199 11/25/2013 SOUTH ORANGE COUNTY COMMUNITY COLLEGE 3,446.44 DISTRICT 009200 11/25/2013 31,082.08 SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT 009201 12/02/2013 500.00 CALIFORNIA CORPORATE COLLEGE c/o BUTTE COLLEGE SKYWAY CTR 009202 12/02/2013 **IRVINE VALLEY COLLEGE** BOOKSTORE No. 895 54.00 009203 12/02/2013 **IVC FACILITIES** 2,006.99 * Reissued on 12/02/2013 009204 12/02/2013 LEEANNE KRUSEMARK 60.00 009205 12/02/2013 S & B FOODS CATERING DIVISION 15.12 009206 S & B FOODS 12/02/2013 CATERING DIVISION 2,268.00 009207 12/02/2013 116,267.47 SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT 009208 12/02/2013 **IVC FACILITIES** 1,870.00 009209 12/06/2013 BRUBAKER, REBECCA MAY 12.86 009210 12/06/2013 45.00 COLLABORATIVE DIVORCE SOLUTIONS OF ORANGE COUNTY 009211 12/06/2013 I.V.C. PERFORMING ARTS FUND 5,225.00 009212 12/06/2013 SHARON LOUIE 25.81 009213 **CRESTLINE SPECIALTIES CO., INC** 1,416.16 12/13/2013 **Unpaid Sales Tax** 103.20 Expensed Amount 1,519.36 009214 SOUTH ORANGE COUNTY COMMUNITY COLLEGE 12/18/2013 62,067.19 DISTRICT 009215 01/03/2014 OFFICEMAX CONTRACT INC. 180.21 228,362.04 22 **Total Number of Checks** Includes checks for only Bank Account IVC-CMED Count Amount 2,006.99

Fund Summary

Fund	Description	Check Count	Expensed Amount
07	IVC Community Education Fund	21	226,458.25
	Total Number of Checks	21	226,458.25
	Less Unpaid Sales Tax Liability		103.20
	Net (Check Amount)		226,355.05

The preceding Checks have been issued in accordance with the District's Policy and authorization	ESCAPE	ONLINE
of the Board of Trustees. It is recommended that the preceding Checks be approved.	1	Page 1 of 1

Generated for Nancy Hulse (NHULSE), Jan 9 2014 1:45PM

Reissue

Net Issue

1

226.355.05

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.27 DATE: 1/27/14

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Purchase Orders/Confirming Requisitions

ACTION: Approval

BACKGROUND

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

<u>STATUS</u>

Purchase orders processed in accordance with the general priorities of the adopted budget and numbered P14-02574 through P14-02906 amounting to \$66,499,306.04 are submitted to the Board of Trustees for approval. Confirming requisitions dated November 25, 2013 through January 7, 2014 totaling \$168,874.06 are also submitted.

RECOMMENDATION

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

Board Report

PO	1			Account
Number	Vendor Name	Loc	Description	Amoun
P14-02574	SCHNEIDER ELECTRIC	1997 1997 1997 1997 1997 1997 1997 1997	Server Room Battery Back-up Service	920.00
P14-02575	DAYLE MCINTOSH CENTER FOR		Interpreter svcs/Human Services prog.	500.00
	THE DISABLED		Fall 13	
P14-02576	ELECTRONIX EXPRESS		Electronics instructional supplies	140.22
P14-02577	ARMSTRONG MEDICAL INDUSTRIES		Supplies for Nursing	265.60
P14-02578	NORTHERN TOOL & EQUIPMENT CO.		Vehicle tool boxes for FMO dept.	1,414.20
P14-02579	B & H PHOTO		Supplies for graphic dept. printers	1,242.00
P14-02580	IRVINE VALLEY COLLEGE		Psi Beta membership fee paid for EOPS student	50.00
P14-02581	SEHI PROCOMP COMPUTER PRODUCTS		TONER	66.46
P14-02582	PCMG, INC	Bldg W/Com Arts	Monitor for production system	663.85
P14-02583	STOUT & BURG ELECTRIC INC		Run power for facilities support	3,020.00
P14-02584	AK CONSTRUCTORS INC.		Safe off outside PE 200 by removing archway	18,940.00
P14-02585	C.W. DRIVER CONTRACTORS, INC.	SC Science	Sciences building const. agreement bid 2112	58,844,044.00
P14-02586	WELLS FARGO #3317		Color pens SC Fine Arts	18.12
P14-02587	CAMAYAK LTD	•	Web-content archive transfer	750.00
P14-02588	PROAIR CONSTRUCTION SVCS.		BGS FIRE: REPLACE SMOKE DETECTOR	1,285.00
P14-02589	NUSTEP, INC.	SC Science	Purchase CrossTrainer Exercise Bike for KNEA	8,041.00
P14-02590	CDW-G COMPUTER CENTERS		Telecom Informacast License Renewal	17,351.00
P14-02591	CORE SUPPORT SYSTEMS, INC.		APC Preventive Maint Renewal	13,666.20
P14-02592	TCP GLOBAL		Rulers for Chris Claflin	168.50
P14-02593	WELLS FARGO #3317 (DISTRICT)	*	Hard drive Seegate Barracuda IVC Tech Serv.	350.76
P14-02594	S & B FOODS		CTE 8th Grade job Shadow event	2,500.00
P14-02595	CHRONICLE OF HIGHER EDUCATION BULLETIN BOARD		Subscription The Chronicle	76.00
P14-02596	BIO-RAD LABORATORIES, INC. LIF E SCIENCE GROUP		Molecular biology kits and supplies for Bio 3C.	2,418.76
P14-02597	RICHARD ROTH, ESQ		Contract for Investigative Services	50,000.00
P14-02598	COMPUTERLAND OF SILICON VALLE Y	,	Symantec Ghost Lic Renewal	1,964.75
P14-02599	THE ADVISORY BOARD COMPANY		Membership	29,500.00
P14-02600	CCCMGCA ATTN: TOM SHINE		CCCMGCA Membership/IVC M. Golf coach	100.00
P14-02601	PENN CORPORATE RELOCATION SE RVICES, INC.	IVC Life Sci	Relocation Services for LS Building Project	24,866.06
P14-02602	HUMANSCALE C/O UNITED		Office chair for Walt	471.96
P14-02603	TECHNOLOGY INTEGRATION GROUP		Conference Station for President	1,343.44
P14-02604	BEACH PAVING, INC.		Parking Lot 2, PH 4 & Police Building Landscaping	11,800.00
P14-02605	SEHI PROCOMP COMPUTER PRODUCTS		New printer	387.81

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered. ESCAPE ONLINE

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001 - South Orange County Community College District

Board Report

PO Number	Vendor Name	Loc	Description	Accou Amou
214-02606	SEHI PROCOMP COMPUTER	LUC	Perkins - BUS toner	458.0
	PRODUCTS			
214-02607	UNLIMITED ENVIRONMENTAL, INC.		Remediate Mold in Classroom A205	6,100.0
14-02608	NICHOLAS E. SANTIAGO		Projections designer for "Next to Normal"	1,800.0
14-02609	SVM, LP ATTN: CHECK DEPT.		Gas cards for EOPS students	5,027.0
14-02610	SVM, LP ATTN: CHECK DEPT.		Gas Cards for CARE students	5,027.0
14-02611	SVM, LP ATTN: CHECK DEPT.		Gas cards for CalWorks/TANF students	6,031.
14-02612	CAL BUILDING SYSTEMS		Annual Backflow Testing/Certification	1,552.
14-02613	HAITBRINK ASPHALT PAVING, INC.		Sink hole at TAS auto shop	2,350.
14-02614	MODUAL A/C SYSTEM, INC		Replace a/c unit in Vil 26-2	2,500.
14-02615	AMTECH RELIABLE ELEVATOR CO.		Pressure test of HS elevator	800.
14-02616	PYRO-COMM SYSTEMS		Elevator testing of HS	247.
14-02617	PYRAMID TECHNOLOGY SERVICES		IBM SAN Switches Maintenance Renewal	1,350.0
14-02618	CI SOLUTIONS, CARD INTEGRATORS CORPORATION		ID Card Printer Service Warranty Renewal	620.
14-02619	KENNY'S AUTO UPHOLSTERY, INC.		Repair upholstery seats	700.
4-02620	WELLS FARGO #3317	IB4	Storage shed	552.
4-02621	MICROSOFT ITA		Tech for the Division	7,426.
14-02622	REYNOLDS ADVANCED MATERIALS		supplies for MFG class, form it, wax, bandages	2,784.
14-02623	WARD'S NATURAL SCIENCE		Instructional supplies for Astronomy	144.
4-02624	PHOTOGRAPHY LIGHTING CO.		Bulbs for Art classes	755.
14-02625	dba J TL LIGHTING ASSOC INDUSTRIAL		Supplies for Art program/drill bits	41.
14-02626	DISTRIBUTORS TALLY-LIGHTS	Bldg W/Com Arts	Tally light system for portable system	5,420.
4-02627	GEARY PACIFIC SUPPLY		HVAC equipment	3,279.
4-02628	SCHOOL MEDIA ASSOCIATES		VHS for geo classes SC	89.
4-02629	SCOTT JOHNSON	а 2	Technical design for Footloose	2,000.
4-02630	BARNES & NOBLE ATTN: Venessa V illa		CTE stem reference books SC	1,230.
4-02631	SEHI PROCOMP COMPUTER PRODUCTS		Computer monitors for research analyst	430.
4-02632	GKKWORKS		Final project proposals for SC & IVC projects	3,040.
4-02633	SCHOOLS FIRST FEDERAL CREDIT UNION		Premium for sabbatical bonds	3,950.
4-02634	WEST COAST INTERNET, INC.	•	Internet service for Emeritus	261.0
4-02635	JODY WALLACE		FKCE wkshp co-trainer	630.0
4-02636	ERIN KIM		FKCE wkshp panelist	35.0
4-02637	CHARISSE LYSEIGHT		FKCE wkshp co-trainer	630.0
4-02638	POSTMASTER		Mall permit #209	200.0
4-02639	U.S. POSTAL SERVICE MISSION VI EJO POST OFFICE		Business reply permits	835.0
4-02640	FARNOOSH SORAYA		FKCE wkshp trainer	360.0
4-02641	ASICS AMERICA CORPORATION		Men's volleyball supplies	258.4
4-02642	ASICS AMERICA CORPORATION		Men's volleyball supplies	4,075.2
e orecedino P	urchase Orders have been issued in acco	rdance with the Distri	ict's Purchasing Policy and ESCA	PEONLIN

001 - South Orange County Community College District

Board Report

EXHIBIT A Page 3 of 15

PO Number	Vendor Name	Loc	Description	Accou Amou
P14-02643	XEROX CORPORATION	100	2013-2014 maintenance for LFS copier	1,600.0
P14-02644	EPD SOLUTIONS, INC.	SC Science	Paleontological monitoring-SC Sciences	14,000.0
P14-02645	MANAGEMENT CONCEPTS, INC.	00 000100	Training: Procuring Goods & Svs under	15,380.0
			Fed Grants	
P14-02646	HOPPER EQUIPMENT & SUPPLY		Spray washer	15,344.8
P14-02647	DELL MARKETING		VCenter server	4,135.3
P14-02648	CALIFORNIA METAL-X		Supplies for SC art classes / bronze	3,105.0
P14-02649	GILBERT & STEARNS, INC.		Add electrical services to B320A	2,535.0
P14-02650	L & W SUPPLY		Replace ceiling tiles in B320A	943.1
P14-02651	H2 ENVIRONMENTAL CONSULTING S ERVICES, INC.		Post remediation testing for A213	1,200.0
P14-02652	H2 ENVIRONMENTAL CONSULTING S ERVICES, INC.		Testing flooring in B311	725.0
P14-02653	KIMBALL INTERNATIONAL C/O UNIT ED INTERIORS		Veteran's Office counter	496.4
214-02654	HARDY DIAGNOSTICS		supplies for MLT	771.4
			program/agar/buffer/oxiod	
P14-02655	AMERICAN GEOTECHNICAL, INC.		Geotech report for TAS Auto Tech	16,000.0
P14-02656	SWRCB ACCOUNTING OFFICE	SC Science	Permit Registration Documents (PRDs)	664.0
P14-02657	ATTN: AFRS		Sciences Bldg Flash drives IVC	07.4
- 여행 - 대한 방법 및	WELLS FARGO #3317			97.1
914-02658	WELLS FARGO #3317		Computer case IVC	22.6
214-02659	HOME DEPOT EAST IRVINE STORE # 8525		Student art supplies	300.0
214-02660	EUROPRINT, INC.		Printing - flyers IVC Outreach	577.8
214-02661	PACIFIC COLOR PRINTING		Printing - rack cards IVC Outreach	307.8
14-02662	WILSON SPORTING GOODS, INC		Tennis team supplies	1,244.1
14-02663	COUNTRY ESTATE FENCE INC		Repair Fence at Parking Lot 8	619.7
14-02664	TUTTLE-CLICK FORD		C- max sedan for SC college use	25,182.4
14-02665	JENNIFER WIJNKER	Dide 18//Ocare Ande	Support the CA Career Cafe proj dir.	12,000.0
914-02666	MARKERTEK VIDEO SUPPLY 1 TOWER DRIVE	Bldg W/Com Arts	Cable reels/cable guard	495.7
14-02667	ATTN: DEBBIE WEATHERLY SONOMA CO JUNIOR COLLEGE DIST		CTE Outcomes Survey	10,052.0
14-02668	UNLIMITED ENVIRONMENTAL, INC.		Remediate environmental problems in SSC 170	14,970.0
14-02669	MOBILE MODULAR MGMT, CORP.		Lease of two (2) mobile classrooms	12,936.0
14-02670	POCKET NURSE ENTERPRISES, INC.		Supplies for Medical Assisting	2,391.6
14-02671	MEDIX CORPORATION		Supplies for hematology and coag classes	1,707.6
14-02672	WELLS FARGO #3317 (DISTRICT)		Clear poly SC library	39.1
14-02673	SCHLAIFER'S ENAMELING SUPPLIES INC.		Butterflies 2" 18 ga. Emeritus SC	23.4
14-02674	ALLURA PRINTING		Transfer Center tri-fold brochures SC	2,959.0
14-02675	UNITED INTERIORS		Veteran's Office counter installation	775.3
14-02676	H2 ENVIRONMENTAL CONSULTING SERVICES, INC.		Post remediation testing in A238	1,200.0
14-02677	ALLANA BUICK & BERS, INC.		BEC consultant services A400	60,104.0
14-02678	ALLANA BUICK & BERS, INC.		BEC consultant services TAS reno	60,104.0
14-02679	GOVERNET		2013/2014 curricunet annual support	9,630.0
ne preceding R	Purchase Orders have been issued in acc	ordence with the Distri	ct's Purchasing Policy and	PE SONLINI

001 - South Orange County Community College District

Board Report

PC.				
PO Number	Vendor Name		Devent Mary	Accou
P14-02680	DICK BLICK COMPANY	Loc	Description	Amou 437.
14-02000	DICK BLICK COMPANY		Vellum/arches pads/erasers SC Emeritus	451.
14-02681	DICK BLICK COMPANY		Pilot markers SC Emeritus	466.
14-02682	WELLS FARGO #3317 (DISTRICT)		DVD100 packs SC Emeritus	127.
14-02683	THE IRVINE RANCH OUTDOOR		2014 Classified Staff Day	9,000.
	EDUC ATION CENTER			
14-02684	NAT'L COLLEGIATE HONORS		National Collegiate Honors Council -	600.
	COUN.		membership	
14-02685	HONORS TRANSFER COUNCIL		Honors Transfer Council of CA -	90.
	OF CA % KATHRYN SONNE		membership 2013/14	
14-02686	PARTEK SOLUTIONS		Parking dispenser paper SC	594.
14-02687	MAIN GRAPHICS		Business cards IVC MO	291.
14-02688	MIDWEST SPORTS TENNIS		Men's tennis supplies	174.
14-02689	OUTLET CHRISTY DRUCKREY		FKCE Wkshp Monitor	105
14-02699			Underground storage tank phase I	7,255
14-02090	CALIFORNIA HAZARDOUS SERVICE		Onderground storage tank preser	1,200.
14-02691	HIGH SCHOOL MEDIA, LLC		CTE Collaborative Real Estate Ad	500
			Outreach	
14-02692	SPORTS FIELD INSTALLATION		Renovation of baseball field	9,700
4-02693	FISHER SCIENTIFIC		Supplies for MLT/Immuno	694.
4-02694	FISHER SCIENTIFIC		Supplies for Phleb/MLT program	1,530.
4-02695	CUMMINS-ALLISON CORP.		Shredder Maintenance Agreement	279
4-02696	ARS ENTERPRISES		RUSH Parts for Autoclave PM Service	1,079
			January 2014	
4-02697	MOLE-RICHARDSON	Bldg W/Com Arts	Replacements lights and parts	2,594.
4-02698	GAYLORD BROTHERS, INC.		Magnetic cleaning cloths SC Library	88.
4-02699	BOUNDLESS NETWORK		CTE table drapes for outreach	354.
14-02700	PARSONS BRINCKERHOFF, INC.	SC Science	Labor Compliance Consitnt Agrmnt - SC	127,000.
			Sciences	0.007
4-02701	EPLUS TECHNOLOGY, INC	•	HS WAP Site Survey	2,887.
4-02702	GREGORY J. HOLK		Guest Speaker - Gregory Holk	100.
4-02703	BOB PARRETT CONSTRUCTION		Replace with door window	1,285.
4-02704	WESTERN REGIONAL HONORS		Membership Dues	75.
	COUN C /O ANNE SCOTT HONORS PROG			
4-02705	MALCOLM WARNER		Guest Speaker - Malcoim Warner	100.
4-02706	APPLE COMPUTER, INC. ATTN:	-	iMacs for LFS building	11,880.
1 04.00	HIE & SALES SUPPORT	·		
4-02707	SMART LEVELS MEDIA		Spring 2014 P.A. brochure SC Fine Arts	5,733.
4-02708	PATRICIA BECKMANN		Reimbursemt for DMA supplies	125.
4-02709	MITY-LITE, INC.		Tables for PAC	773.
4-02710	UNITED INTERIORS		Saturday installation st Vets Support	1,525.
			Services	
4-02711	VANGENT, INC.		1098-T tax form mailing/web access -	39,010.
			2013 tax yr	
4-02712	TICKET ENVELOPE COMPANY		Envelopes for Box Office SC	258.
4-02713	PROFORCE MARKETING INC.		Weapons/taser	1,985.
	PROFOR CE LAW			
	ENFORCEMENT			
4-02714	WELLS FARGO #3317 (DISTRICT)		AED replacement battery/pads IVC health	715.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - South Orange County Community College District

Board Report

PO			101	Account
Number	Vendor Name	Loc	Description	Amount
P14-02715	MC KESSON GENERAL MEDICAL CORP		Supplies for nursing	1,337.74
P14-02716	B & H PHOTO	5 4 3	Mouse pads for SC Photo classes	33.70
P14-02717	ROSE BRAND		Art supplies-wagon brakes SC	118.98
P14-02718	COUNCIL FOR RESOURCE DEVELOP.		Approved membership purchase	325.00
P14-02719	HOFFMAN SOUTHWEST CORP. ROTO-R OOTER SERV. & PLUMBING		PH4 and PE 200 HW loop leak detection	508.00
P14-02720	MC KESSON GENERAL MEDICAL CORP		Supplies for Medical Assisting	806.80
P14-02721	PROAIR CONSTRUCTION SVCS. INC.		Repair to HVAC system at Campus Police	3,400.00
P14-02722	ORANGE COAST FENCE COMPANY		Install fence around electrical panels	3,741.78
P14-02723	VFS FIRE & SECURITY SERVICES		Repair fire sprinkler systems	3,165.00
P14-02724	RACEWAY FORD		2014 Ford Econoline van (cargo only) IVC	22,097.88
P14-02725	ARAMARK UNIFORM SERVICES		Shop rags - Art	800.00
P14-02726	GUEST ARTISTS		Technicians for guest artist events	2,000.00
P14-02727	MISSION AUTO EQUIP & LIFTS		Trans tool washer	10,589.36
P14-02728	WAXIE SANITARY SUPPLY		Paper towels	57.46
P14-02729	POCKET NURSE ENTERPRISES, INC.		Supplies for Medical Assisting	453.53
P14-02730	GUEST ARTISTS		Musicians: Theatre Arts "Next to Normal"	3,120.00
P14-02731	FLOOR TECH GROUP		Foundation carpet tile	720.00
P14-02732	W. W. GRAINGER		Lab sign	200.60
P14-02733	FONTIS SOLUTIONS div of IMAGE DISTRIBUTION SERV		Prescription pads IVC student health center	118.80
P14-02734	LASER SOURCE		Toner for network printer IVC	103.68
P14-02735	AARDVARK CLAY AND SUPPLIES		Plaster, porcelain, sand SC fine arts	4,527.36
P14-02736	HORIZON		Edger blades 10"	193.80
P14-02737	AMERICAN GEOTECHNICAL, INC.		Install crack meters TAS reno	1,600.00
P14-02738	PRINT FINISHING SOLUTIONS	S10	Repair bindery equipment	1,200.00
P14-02739	AUTOMOTIVE SERVICE COUNCILS OF CA/ORANGE		Membership	25.00
P14-02740	COAST CHAPTER 50 JOHN TIMBERLAKE		Argosy intern invoice	1,666.67
P14-02740	FONTIS SOLUTIONS div of IMAGE		Prescription pads SC student health	388.80
P14-02742	DISTRIBUTION SERV MKH ELECTRONICS		center Equipment calibration	270.00
P14-02743	COLLEGE HEALTH SERVICES,		Student Health 101 magazine	6,050.00
P14-02744	LLC DICK BLICK COMPANY		Printmaking blades SC fine arts	101.26
P14-02745	DANIEL SMITH, INC.		Printmaking-paper/lnk SC fine arts	367.34
P14-02746	GUISELLE SCOTT		FKCE wkshp co trainer	630.00
P14-02747	GABRIELA HERNANDEZ		FKCE wkshp panelist	35.00
P14-02748	A QUARTER BLUE		FKCE wkshp trainer	200.00
P14-02749	UNITED SITE SERVICES OF	IVC Life Sci	Rental/repair chain link Life Sciences	1,000.00
P14-02750	CALIFO RNIA, INC. LASER SOURCE		bidg Toner A100 printer	160.92

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered. ESCAPE ONLINE

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001 - South Orange County Community College District

Board Report

	4-02574 - P14-02906			
PO				Accour
Number	Vendor Name	Loc	Description	Amour
P14-02751	PACIFIC RESTORATION SERVICES		Remediation and Repairs to A213 & A238	12,420.71
P14-02752	BAYLEY CONSTRUCTION	÷	Final Payment	3,477,108.00
P14-02753	WELLS FARGO #3317		Cases for trustee iPads	298.40
P14-02754	ORANGE COUNTY REGISTER		Advertising with OC Register-FA events	1,500.00
P14-02755	DELL MARKETING		Compellant for BST	126,532.02
P14-02756	IN-N-OUT BURGER ATTN: COOKOUT COORDINATOR		High School Senior Day 2014	8,334.00
P14-02757	HINES INDUSTRIES, INC.		Bearing blocks	61.07
P14-02758	LAGUNA CLAY CO.		B-Mix and Sand SC fine arts	2,667.60
P14-02759	INTERACT COMMUNICATIONS, INC.		Consulting services/travel	1,797.00
P14-02760	WELLS FARGO #3317		CTE Reference Books SC	72.84
P14-02761	TOMARK SPORTS EQUIPMENT		Floor mat	408.23
P14-02762	G/M BUSINESS INTERIORS	IB4	Pedestal mailboxes for IVC Life Sci Bidg	5,941.87
214-02763	LCC3 CONSTRUCTION SERVICES INC	SC Science	DSA Inspection Services - SC Sciences Bidg	315,360.00
P14-02764	EPD SOLUTIONS, INC.		ATEP entitlement planning services	90,200.00
914-02765	PEGGY MARADUDIN		Guest Speaker - Margaret Maradudin	100.00
P14-02766	MISSION VIEJO GLASS		Replace broken glass in PE-600	695.00
914-02767	DISPLAYS 2GO		Purchasing 4 frames for our center	46.49
P14-02768	S & B FOODS		Food and refreshment for the OEC winter meeting	481.95
914-02769	AMER. EDUCATIONAL PRODUCTS LL C		Misc demos and supplies	183.89
914-02770	ACCESSDATA	B.	Forensic academic program w/student manuals	4,364.95
14-02771	MARK IV COMMUNICATIONS, INC.		Cabling for Facilities Warehouse	1,456.57
14-02772	P2S ENGINEERING, INC ATTN:ARVI ND BATRA		Professional services for lighting controls	8,000.00
14-02773	CHEFS' TOYS		Items for Culinary Students suings CTE Funds	999.00
14-02774	J. WINK, INC. WEISS HEADWEAR		Baseball Uniform Supplies	1,089.20
14-02775	WATRY DESIGN INC.		Professional services for parking layouts	4,000.00
14-02776	JONATHAN MOONEY	٠	Guest speaker for Pres. Assc. faculty dinner	1,000.00
14-02777	APPLIED INSTRUMENTS		Competitive equipment - chemistry & biology	3,780.00
14-02778	RACEWAY FORD		SC M.O. replacement 4 passenger vans	107,123.48
14-02779	EMD MILLIPORE CORPORATION DIVI SION HEADQUARTERS		Elisa supplies; streptividen, tmb solution	523.92
14-02780	FONTIS SOLUTIONS div of IMAGE DISTRIBUTION SERV		First aid kits	300.90
14-02781	ACCUVANT INC.		PAN Support & Threat Prevention Support renewal	81,000.00
14-02782	EDUCATIONAL GLOBAL TECHNOLOGI ES, INC. (EDGT)		Software for Nursing	270.00
14-02783	BOUNDLESS NETWORK	Bidg W/Com Arts	Decals for Ch. 39 & CTE Students	287.84
14-02784	JIST WORKS, INC.		Career surveys for HS classes SC	2,399.12
14-02785	HITT MARKING DEVICES, INC.		Self inking stamp SC Police	25.52
14-02786	MOUSER ELECTRONICS INC.		Physics supplies - Potentiometers	89.70

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered. ESCAPE ONLINE

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001 - South Orange County Community College District

Board Report

		2		and the second sec
Number	Vendor Name	Loc	Description	Amou
14-02787	ALL AROUND UNDERGROUND		Emergency hot water line repair	14,600.1
14-02788	CONTRA CTORS INC. PATRICIA CAMPBELL		Contract services for PAC	160.0
14-02789	FISHER SCIENTIFIC	*	Chemicals and glassware to be phoned	5,500.0
			in as needed	0,000.0
14-02790	ORANGE COUNTY REGISTER		OC Register 2013-2014	252.7
14-02791	C.E.M. LAB CORP. CIVIL ENGINEE	SC Science	Geotech field monitoring srvcs - Sciences	79,810.0
	RING MATERIAL LAB		bldg	
14-02792	WELLS FARGO #3317 (DISTRICT)		SC Physics - flash drives	88.
14-02793	DEPT OF INDUSTRIAL RELATIONS S ELF-INSURANCE		FY 2013-2014 assessment fees	18,930.
	PLANS			
14-02794	ORANGE COUNTY REGISTER		Bid ad 312D RFQ&P External Evaluator Srvcs.	1,158.
4-02795	ELECTRONIX EXPRESS		Components for electronics classes	64.
4-02796	MARK IV COMMUNICATIONS, INC.	IVC Life Sci	Fiber for lab tech work stations	2,972.
4-02797	DOW DIVERSIFIED	IVC Life Sci	Lab station modification	1,800.
4-02798	PRO TECHNOLOGY AUTOMATION, INC		IMplementation/Training for DocOrigin	750.
4-02799	KURZWEIL/INTELLITOOLS, INC.	•	Kurzweil Site License Renewal	3,000.
4-02800	CREATION ENGINE, INC.	•	SketchUp Pro Licenses	540.
4-02801	CANON USA, INC CANON FACTORY S ERVICE	a 1	Cleaning service for Canon Cameras	107.
4-02802	FREEDOM SCIENTIFIC		Refreshed Freedom Scientific JAWS upgrade	2,294.
4-02803	UNITED DIRECT MARKETING	•	Malling for Spring 2014 Emeritus brochures	645.
4-02804	CART MART, INC.		Three Taylor Dunn Carts IVC	31,506.
4-02805	CARLOS ZELAYA		FKCE wkshp panelist	35.
4-02806	SEHI PROCOMP COMPUTER PRODUCTS		Toner cartridge supplies	489.
4-02807	KEN'S SPORTING GOODS		Baseball uniform supplies	3,225.
4-02808	HI-POD		Telscoping endzone camera system	6,093.
4-02809	ENDZONE VIDEO SYSTEMS		Video recording equipment	706.
4-02810	RANDOM REEL ENTERTAINMENT ATTN :DAVID EDMUNDSON		Video production services for college safety video	5,000.
-02811	TRU WEST, INC.		Swim/water polo uniform supplies	1,189.
-02812	BUDDY'S ALL STARS		Basketball team supplies	364.
1-02813	KRATOS PUBLIC SAFTEY AND SECUR ITY SOLUTIONS INC		Replace keyed entries w/FOB for exterior of A100	30,414.
-02814	TAKACH PRESS CORP.		Printmaking-cleaner/ground/pump SC fine arts	393.
-02815	UNIFORM HEADQUARTERS, INC. dba KEYSTONE UNIFORM DEPOT		Uniforms	6,000.
-02816	PLATINUM EDUCATIONAL GROUP		Student access cards for platinum planner	2,166.0
-02817	HL CORPORATION		Badminton supplies	858.8
-02818	DELL MARKETING		2 Dell laptops w/accessories	2,755.0
-02819	NCS PEARSON, INC. DBA PEARSON ASSESSMENTS		Assessment testing materials CISS	1,839.6
-02820	FLOOR TECH GROUP		Replace carpet in SSC 230	8,237.0
-02821	EASTBAY TEAM SPORTS		Men's tennis supplies	196.0

and that payment be authorized upon delivery and acceptance of the items ordered.

001 - South Orange County Community College District

Board Report

PO				Account
Number	Vendor Name	Loc	Description	Amoun
P14-02822	APPLE COMPUTER, INC. ATTN: HIE & SALES SUPPORT	200	Apple software renewal	1,037.00
P14-02823	PASCO DOORS		Repair B200 doors	741.00
P14-02824	TROXELL COMMUNICATIONS, INC.	•	Hitachi wireless AV system	949.32
P14-02826	EUROPRINT, INC.		Senior Day publications IVC Outreach	1,675.08
P14-02827	BOB PARRETT CONSTRUCTION		Installing new door and hardware at AGB	13,563.00
P14-02828	CROWN VALLEY BODY SHOP		Repair new cargo van	830.50
P14-02829	POSTMASTER		Postage for Spring 2014 Perf. Arts brochures	2,299.40
P14-02830	MARIA ORTIZ		FKCE wkshp interpreter	100.00
P14-02831	CREATION ENGINE, INC.		SketchUp Pro 2013 renewal	450.00
P14-02832	PRECISION PLUMBING		Repair plumbing in B311	2,465.00
P14-02833	DICK BLICK COMPANY		Canvass/charcoal/paper Emeritus SC	495.45
P14-02834	WELLS FARGO #3317		American Educational Economy Celestial Globe SC SM	74.98
P14-02835	OXFORD UNIVERSITY PRESS ORDER DEPT.	•	Library Ebook hosting fee per Jenny Langrell	35.00
P14-02836	RPM CONSULTANT GROUP		Contract services	11,000.00
P14-02837	WELLS FARGO #3317 (DISTRICT)		Library books SC	624.59
P14-02838	BUDDY'S ALL STARS		Scrimmage vests for PE soccer class	87.76
P14-02839	BRIDGER JIMENEZ		Theater usher	720.00
P14-02840	XEROX CORPORATION		Xerox Print Services	50,400.00
P14-02841	MC KESSON GENERAL MEDICAL CORP		Supplies for nursing	116.37
P14-02842	DIVERSIFIED BUSINESS SERVICES		Lip Balm SC Matric.	925.60
P14-02843	DIVERSIFIED BUSINESS SERVICES		Bic Clik Stik SC Matric.	1,525.00
P14-02844	SARS SOFTWARE PRODUCTS, INC.		SARS-GRID Refresher Training	4,000.00
P14-02845	DIVERSIFIED BUSINESS SERVICES		Frost Brite round pencils SC Matric.	370.00
P14-02846	DIVERSIFIED BUSINESS SERVICES		Flashlights SC Matric.	2,209.20
P14-02847	THE RAISE FOUNDATION		FKCE Wkshp Facility Rental	234.30
⁻¹⁴⁻⁰²⁸⁴⁸	SEHI PROCOMP COMPUTER PRODUCTS		Supplies-Printmaking/Division-Ink	582.63
P14-02849	AG CONSTRUCTION & CONTRACTING INC		Repair Interior of B 311	11,160.00
P14-02850	MARK IV COMMUNICATIONS, INC.		Ethemet for WAP's in B400	13,362.94
214-02851	HAITBRINK ASPHALT PAVING, INC.		Temporary parking by BGS	14,960.00
14-02852	HAITBRINK ASPHALT PAVING, INC.		Repair asphalt by SM bus stop	12,890.00
214-02853	SEHI PROCOMP COMPUTER PRODUCTS		Toner cartridge for an HP LaserJet P2055dn	84.26
914-02854	CA DEPARTMENT OF CONSERVATION		Agency review of geology report TAS	3,600.00
14-02855	KITCHELL CEM, INC.	SC Science	Const. Mngmnt. Services SC Sciences	1,172,950.00
14-02856	CARAVAN CANOPY INT'L, INC.		Canopy SC Matric	980.40

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered. ESCAPE ONLINE

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001 - South Orange County Community College District

Board Report

PO				Accour
Number	Vendor Name	Loc	Description	Amour
P14-02857	ARC AMER. REPROGRAPHICS CO.		DSA Record Drawing Scans	567.0
P14-02858	SchoolOutfitters.com		Tackboard for SC Ticket Office	639.3
P14-02859	CARIE CRUZ		FKCE Wkshp Monitor	140.0
P14-02860	JACQUELINE GOODE		FKCE Wkshp Trainer	240.00
P14-02861	GRACE TRAINING SUPPLY		Supplies for Nursing	250.3
P14-02862	NAT'L ASSO OF COLL/EMPLOYERS	IVC Warehouse	NACE Subscription 13-14	425.00
P14-02863	SUPPORT PRODUCT SERVICES		Repair of co-gen at Central Plant	79,000.00
P14-02864	EMISSION COMPLIANT CONTROLS CO RPORATION		Co-gen 12KV repair & distribution	79,995.9
P14-02865	TECHNOLOGY INTEGRATION GROUP	÷	KACE Support Renewal	5,908.70
P14-02866	HAMPTON TEDDER ELECTRIC CO.		Main breaker GFIC testing	19,970.00
P14-02867	GUEST ARTISTS		Performance of "Cornedy & Magic" 01/11/13	5,500.00
P14-02868	IDERA	,	Idera Software Renewal	2,388.00
P14-02869	ALA STORE AMERICAN LIBRARY ASS OCIATION		Annual Membership-American Library Assoc.	690.0
14-02870	HAITBRINK ASPHALT PAVING, INC.		Repair Roads and Parking Lots	52,090.0
14-02871	FAST TRAX BOBCAT SERVICES		Storm Drain Clean Out	4,875.0
14-02872	PARTS EXPRESS		Parts for LFS	115.5
14-02873	HAITBRINK ASPHALT PAVING, INC.		Repair footing for press box	7,875.0
14-02874	MISSION PRINTING COMPANY		Letterhead SC Admissions	420.1
14-02875	THE PATON GROUP		Formech Compac Mini Bus Scl. SC	3,220.8
14-02876	DISPLAYS 200	5	Display signs for the PAC IVC	284.8
14-02877	FONTIS SOLUTIONS div of IMAGE DISTRIBUTION SERV		Bursar's Transmittal Voucher Booklets	1,188.0
14-02878	APPLE COMPUTER, INC. ATTN: HIE d SALES SUPPORT		IPad's for HSHS Division	4,125.6
14-02879	QUINCY COMPRESSORS		Air compressor drier repair	540.0
14-02880	VISUAL SIGN SHOP	•	PAC signage	1,010.1
14-02881	CDW-G COMPUTER CENTERS		Samsung Galaxy Notes for testing I.T. SC	1,250.1
14-02882	DHARMA TRADING CO.		Guttas/habotal scarves Emeritus SC	233.1
14-02883	U.S. POSTAL SERVICE MISSION VI EJO POST OFFICE		Standard Mail Permit #29	200.0
14-02884	INGARDIA BROTHERS PRODUCE,INC.		2013-2014 Culinary Arts Supplies - Groceries	1,100.0
14-02885	SMASHING SPORTS		Badminton birdies IVC athletics	1,056.0
14-02886	UPBEAT, INC.		Trash Recepticles	8,203.5
14-02887	NEUDESIC, LLC		Software Dev-Waitlist Mod/Predictive Analytics	425,000.00
14-02688	MERIDIAN IT INC		vmWare for Degree Audit Server	7,820.0
14-02889	SO. ORANGE CO. COMM. COL.DIST		Spring 2014 CARE grants	16,428.00
14-02890	WARD'S NATURAL SCIENCE		Geography supplies	1,993.73
14-02891	DICK BLICK COMPANY		Gamsol oil/paint panel Emeritus SC	198.02
14-02892	NEUDESIC, LLC		Software Dev-EOPS MgmtSystem (Phase 1)	190,000.00

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001 - South Orange County Community College District

Board Report

PO				Account
Number	Vendor Name	Loc	Description	Amount
P14-02893	WELLS FARGO #3317 (DISTRICT)		Books for Child devel. SC	153.76
P14-02894	ORANGE CO. BUSINESS JOURNAL		OC Business Journal Subscription	89.00
P14-02895	DICK BLICK COMPANY		Gamblin oil/gessoboro white Emeritus SC	199.31
P14-02896	B & H PHOTO	•//	Photo Supplies-Ink cartridges SC Fine Arts	1,874.88
914-02897	SAMY'S CAMERA		Photo Supplies-Bracket/Light Stand SC F.A.	218.16
14-02898	UNIVERSITY PRODUCTS		Mounting Board SC Fine Arts	870.91
14-02899	WELLS FARGO #3317		Sony headphones SC Sci. Math	173.56
914-02900	UNIFORM HEADQUARTERS, INC. dba KEYSTONE UNIFORM DEPOT	•	Uniform and Department Supplies	3,000.00
14-02901	CPP, INC. DAVIES BLACK PUBLISH ING		SkillsOne Strong online college assessments	4,025.00
14-02902	RESERVE ACCOUNT 13631908 PITNE Y BOWES		Funds for postage	30,000.00
14-02903	SOUTH COAST STRIPING INC		Restriping	2,175.00
14-02904	GOLF TEAM PRODUCTS		Men's golf team gear IVC shirts /shoes/towels	1,054.92
14-02905	ADRENALIN SPORTS APPAREL DBA J OANN MARIE HYDER		Women's tennis printing IVC	353.16
14-02906	DIEMMY TRAN		FKCE Wkshp Trainer	120.00
		Total Number of POs		66,499,306.04

Fund Summary

Fund	Description	PO Count	Amount
01	General Fund	294	1,325,345.52
40	Capital Outlay Fund	37	65,144,029.82
68	Self-Insurance Fund	1	18,930.70
71	Retiree Benefit Fund	1	11,000.00
		Total	66,499,306.04

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001 - South Orange County Community College District

Board of Trustees Confirming Requisition

1 ° - 41	
Listi	n n

Includes 11/2	Includes 11/25/2013 - 01/07/2014				
Requisition	Vendor Name	Description	Regulsition		
Number		Description	Total		
RQ14-01845	BRANDYE D'LENA	Travel for ACBO task force meeting	517.00		
RQ14-02063	JUSTIN YOUNG	English Hom Repair	100.00		
RQ14-02637	WILLIAM L. KELLY	Workshop for Bill Kelly	788.88		
RQ14-03237	COAST FITNESS REPAIR SHOP	Life Fitness Center Equipment repair	4,416.42		
RQ14-03530	WELLS FARGO #1606	Building Maintenance Equipment	645.84		
RQ14-03542	WELLS FARGO #1598	Flag	210.70		
RQ14-03768	RUTH HIGGINS	FSA Training Conference	881.08		
RQ14-03788	PACIFIC COACHWAYS	Bus for Emeritus Field Trip 12/11	1,000.25		
RQ14-03814	WELLS FARGO #4198	Restroom stall door locks	294.36		
RQ14-03818	MARINA AMINY	Reg. Fee for 2014 Writing Tutors Conference	270.00		
RQ14-03821	COMPUTER CO-OP	Photo Printer Repairs SC FA	405.33		
RQ14-03830	SCHOLARSHIPS	Scholarship for Nursing student	150.00		
RQ14-03831	WELLS FARGO #1598	Constant Contact, Email Marketing	336.00		
RQ14-03834	BARBARA BLANCHARD, Ed.D. ACTING DEAN OF INSTRUCTION	Dual Enrollment Conference	75.00		
RQ14-03836	WELLS FARGO #1598	Purchasing Credit for iStock	94.99		
RQ14-03838	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.	Consulting Services for background check	350.00		
RQ14-03845	SHERI YEE	Student #326101 TAA funded	2,429.56		
RQ14-03846	BRUCE GILMAN	ConferenceReimbursement-ASCCC Fall Plenary Session	466.06		
RQ14-03850	SO, ORANGE CO. COMM. COL.DIST	Cal grant overpayment 2012-2013	1,235.00		
RQ14-03852	ROBERT COSGROVE	ConferenceReimbursement-ASCCC Fall Plenary Session	747.21		
RQ14-03856	TANYA GABRIEL	Student #377897 TAA funded	7,230.00		
RQ14-03857	WELLS FARGO #3317 (DISTRICT)	Manager of the Year Award - 2013	100.39		
RQ14-03859	WELLS FARGO #3317 (DISTRICT)	Lunch and snacks for all day CBT meetings	516.52		
RQ14-03862	WELLS FARGO #1606	Parts and Services for ATEP Vehicle #130	518.82		
RQ14-03865	ISABEL BRAVO	Student #377795 TAA funded	2,778.00		
RQ14-03867	CLIFFORD MEYER C/O AUTO TECH	Reimbursement	140.49		
RQ14-03871	STEVE TEH	Reimbursement for Student Project Lab Supplies	165.00		
RQ14-03872	WELLS FARGO #3317 (DISTRICT)	Higher Education Directory	179.28		
RQ14-03873	A-1 AWARDS	Board president appreciation plaque	57.34		
RQ14-03883	ESTER GRAHAM	SMA Breakfast Registration for Ettie Graham	125.00		
RQ14-03884	SUSAN STERN	Stern Conference Reimbursement	797.43		
RQ14-03885	JEFF WILSON	Wilson Conference Reimbursement	896.20		
RQ14-03886	PAUL BONKOWSKI	Airfare for Conference reimbursement	234.14		
RQ14-03889	HEATHER STERN	Stern Conference Reimbursement	672.00		
RQ14-03890	ROGER PEDEN	WIA funded student	49.00		
RQ14-03896	SCOTT FREDRICKSON	Purchase of Software	59,95		
RQ14-03898	SCOTT FREDRICKSON	OC Technology Alliance Mixer	35.00		
RQ14-03903	SO. ORANGE CO. COMM. COL.DIST	Return of Title IV Funds -Fall Semester 2013	4,434.00		
RQ14-03904	DIV. OF THE STATE ARCHITECT STATE OF CALIFORNIA	DSA Permit FeeTAS Reno Project	61,450.00		
RQ14-03906	WELLS FARGO #1606	Grants Workbook	149.00		
RQ14-03907	PACIFIC COACHWAYS	Bus for 12/13 Field trip	1,969.82		
RQ14-03909	WELLS FARGO #4198	scale	26.18		
RQ14-03910	DR. CRAIG JUSTICE	CCLC Conference for Craig Justice	1,609.91		
RQ14-03913	WILL LAKOW	Reimbursement - AirServer for Mac License	11.99		

ESCAPE The preceding Purchase Orders have been issued in accordance with the District's Purchasing ONLINE Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Page 1 of 5 Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - South Orange County Community **College District**

Board of Trustees Confirming Requisition 12 of 15 age 12 of 15

Judge 11/25/2012 01/07/20

Listing

Requisition Number	Vendor Name	Description	Requisition Total
RQ14-03917	REBECCA GROFF	Groff Conference Reimbursement	119.5
RQ14-03918	WELLS FARGO #1598	Banners for CDC	330.23
RQ14-03919	MICHELLE SCHARF	Scharf Conference Reimbursement	65.0
RQ14-03920	MICHELLE SCHARF	Scharf Conference Reimbursement	40.00
RQ14-03923	LAGUNA GRAPHIC ARTS, INC.	Business Cards for Randy Peebles	51.13
RQ14-03931	ROTTLER MANUFACTURING CO.	repair solenoids	484.22
RQ14-03936	TERESA FLUEGEMAN	T. Fluegeman - CCLC Jan 2014	1,398.3
RQ14-03944	SPORTSPAGE	women's soccer jackets	447.1
RQ14-03951	BERTRAND'S MUSIC	Instrument repairs	426.0
Q14-03952	MORITAKA KINA	Instrument repair	120.00
Q14-03956	SASHIKO WEIDENKOPF	Reimbursement for food expenses	226.4
Q14-03957	WELLS FARGO #1598	Printing of 100 holiday cards for President	70.30
Q14-03959	MAUREEN SMITH	Reimburse keys for Geog shed-Attachment	16.74
Q14-03965	JUNE MC LAUGHLIN	Reim. for advisory meeting for Paralegal Program	50.0
Q14-03969	DON BUSCHE	reimbursement for travel- 9/17-10/17/13	132.5
Q14-03972	OC SHERIFF'S DEPARTMENT COMMUNICATIONS & TECH, DIV.	Radio Repair	88.0
RQ14-03973	TECHNOLINK ASSOCIATION ACCOUNTING OFFICE	Technolink Registration	750.0
Q14-03974	DEBORAH LOMBARDI	ConfReimb-College Reading & Learning Association	500.00
Q14-03975	JEDREK MULARSKI	ConfReimb-The Other 9/11: Chile, 1973	88.84
Q14-03976	FLEUR FONG	ConfReimb-BoneSmart: Pliates for Osteoporosis	424.3
Q14-03977	JULIE THOMAS	ConfReimb-Science of Running Research Symposium	500.0
Q14-03978	JOYCE QUADE	ConfReimb-CA Business Education Assoc.	1,000.00
Q14-03979	CLAIRE CESAREO-SILVA	ConfReimb-Amer Anthropological Assoc Mtgs	1,000.00
Q14-03960	LINDSAY DONALDSON	ConfReimb-Amer Anthropological Assoc Mtgs	500.00
Q14-03981	MARGOT LOVETT	ConfReimb-African Studies Assoc Annual Mtg	1,000.00
Q14-03983	RAJANPAL DHILLON	ConfReimb-ATG Toyota & Ford Hybrid Diagnostics	236.00
Q14-03984	VINCENT POLLIZZI C/O SADDLEBACK COLLEGE	ConfRelmb-ATG Toyota & Ford Hybrid Diagnostics	236.00
Q14-03985	SOPHIE MILLER	Office Max	26.99
Q14-03986	RYAN EVEN	ConfReimb-Photography & Digital Imaging	1,200.00
Q14-03987	RANDY W. PEEBLES	Safety Supplies	71.19
214-03989	CHELSEA GONNERING	Payment for High School Visits	200.00
Q14-03996	BAKER & TAYLOR	Library book per Jenny Langreil	20.97
Q14-04002	SCHOLARSHIPS	Scholarship for Nursing Student	350.00
Q14-04005	THE EMBROIDERY STORE	men's golf supplies	385.00
Q14-04007	WILL GLEN	Travel Reimbursement for W. Glen	322.00
214-04012	DAVID YOUNG	Travel Reimbursement for D. Young	322.00
214-04013	MARK ZANDONELLA	Travel Reimbursement for M. Zandonella	322.00
214-04014	SANDY THERIAULT	Travel Reimbursement for S. Theriault	322.00
214-04016	ANNE FITZGERALD	Travel Reimbursement for A. Fitzgerald	322.00
214-04018	TODD SCHMALTZ	Travel Reimbursement for T. Schmaltz	322.00
214-04024	RANDY W. PEEBLES	CONFERENCE RPEEBLES	3,376.00
Q14-04027	WELLS FARGO #1598	Workshop/Hotel Reservations	1,724.76
214-04029	GLENN ROQUEMORE	Travel for Glenn Roquemore, ACCCA Budget Mtg	692.00
214-04030	RAJANPAL DHILLON	reimbursement for tool purchase	72.88

ESCAPE The preceding Purchase Orders have been issued in accordance with the District's Purchasing ONLINE Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Page 2 of 5 Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - South Orange County Community **College District**

Board of Trustees Confirming Requisition HIBIT A Page 13 of 15

Includes 11/25/2013 - 01/07/2014 Regulation Requisition Vendor Name Description Number Total KIM AUFHAUSER RQ14-04031 Train management 2,691.20 RQ14-04033 **FROMUTH TENNIS** men's tennis shorts 130.94 RQ14-04037 REBECCA BECK **Beck Conference Reimbursement** 229.80 RQ14-04040 DON BUSCHE reimbursement for cell phone use 256.66 RQ14-04041 **EILEEN-ALANNAH ROSENBERG** 2,259.16 ConferenceReimbursement-National Collegiate Honors RQ14-04042 S&BFOODS Refreshments for CBT meetings 130.41 RQ14-04048 S&BFOODS **Refreshments for Grants training** 161.46 RO14-04053 CAROLINA KUSSOY **Kussoy Conference Reimbursement** 920.08 RQ14-04055 SADDLEBACK BOOKSTORE - #296 outreach supplies 53.33 FOLLETT HIGHER EDUCATION GROUP RQ14-04056 JEFF DORSZ Reimbursement for Video card 138.22 RQ14-04057 S&BFOODS Food - Flex Week Events (Jan. 2014) 5,000.00 RQ14-04058 MICHAEL A. MARTINEZ Martinez Conference Reimbursement 410.52 RQ14-04059 SYLVIE GROTE **Grote Conference Reimbursement** 700.00 RQ14-04060 Certification of Biological Safety Cabinet. TECHNICAL SAFETY SERVICES, INC 150.00 RQ14-04064 FARIDA GABDRAKHMANOVA SU Podium Software 299.00 Reimbursement RO14-04066 WILLIAM DAVIS 40.74 RQ14-04068 MADELYN JOHNSTON-PLESCIA Flowers for K-12 Breakfast 135.00 RQ14-04075 WELLS FARGO #1598 Supplies for bio. 55 - ralphs 7.16 RQ14-04079 **PRECISION GLASS & OPTICS** ETP Earnings 520.00 RQ14-04081 JEFF WILSON Wilson Conference Reimbursement 248.27 Brown Conference Reimbursement RQ14-04083 **KEVIN BROWN** 657.06 RQ14-04084 S&BFOODS **CTE STEM meeting** 300.00 Registration, Tustin Chamber Holiday Breakfast RO14-04085 WELLS FARGO #1598 20.00 RQ14-04086 **BROOKE CHOO** Choo Conference Reimbursement 705.56 RQ14-04088 **DEBRA KERR** ASOP Casting & Bracing Workshop 685.00 RQ14-04092 Reimbursement for NSF ATE grant supplies 33.88 **BRIAN MONACELLI** RQ14-04097 JUNE MC LAUGHLIN Reim. office supply for Paralegal Program 94.46 Scholarship for Nursing Student RQ14-04098 SCHOLARSHIPS 150.00 **DIV. OF THE STATE ARCHITECT** DSA Revision Inv.7138 App# 04-111122 RQ14-04100 137.20 STATE OF CALIFORNIA RQ14-04101 JAMES REPKA Reimbursement for rock specimens for geo labs 216.91 RQ14-04102 **DEBRA L. FITZSIMONS** Reimbursent for charging unit 32.05 **Axure Software Solutions** 300.00 RQ14-04103 WELLS FARGO #3317 (DISTRICT) RQ14-04113 **DEBRA L. FITZSIMONS** Debra Fitzsimons to attend ACCCA Budget 990.00 Workshon RQ14-04116 CLIFFORD MEYER C/O AUTO TECH Reimbursement for auto shop supplies 207.00 RQ14-04118 JAMES ROGERS **Reimbursement for James Rogers** 21.55 RQ14-04134 WELLS FARGO #1598 Standard SSL Renewal 139.98 RQ14-04141 JIM GASTON Reimburse for CCLC Conf in San Fran 1,700.25 RQ14-04142 WELLS FARGO #4198 backup arms 845.26 YAMAHA GOLF CARS OF CA, INC. Athletic Trainer cart repair RQ14-04143 145.09 RQ14-04147 AMY L. STINSON Stinson Conference Reimbursement 1,400.00 RQ14-04150 JULIE KIRK Kirk Conference Reimbursement 1.102.75 Tanriverdi Conference Reimbursement RQ14-04152 FAWN TANRIVERDI 985.60 S&BFOODS Int'l Student Office Spring Orientation 550.00 RO14-04153 RQ14-04154 DONNA RANE-SZOSTAK **Reimbursement for Shipping** 31.54

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - South Orange County Community College District Generated for Nancy Hulse (NHULSE), Jan 9 2014 1:37PM

ESCAPE ONUNE

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Board of Trustees Confirming Requisition XHIBIT A Page 14 of 15 Listing

Includes 11/25/2013 - 0

Requisition Number RQ14-04157

RQ14-04161

RQ14-04168

RQ14-04173

RQ14-04175

RQ14-04176

RQ14-04182

RQ14-04183

RQ14-04184

RQ14-04187

RQ14-04191

RQ14-04196

RQ14-04204

RQ14-04215

RQ14-04216

RQ14-04219

RQ14-04221

RQ14-04223

RQ14-04225

RQ14-04232

RQ14-04237

RQ14-04241

RQ14-04245

_		Lioung	
2	5/2013 - 01/07/2014		
1	Vendor Name	Description	Requisition Total
	ROY MC CORD	ATE Conference Oct 23-27	647.72
	FRANK ESTEINOU	WIA funded student	403.15
	PATRIZIA GOLDBERG	Office Supplies	20.07
	EMILY QUINLAN	Pathways to Law School: Postage & Copying	130.11
	ARC AMER. REPROGRAPHICS CO.	Digital Processing for SC Photo/Radio/TV Reno	201.86
	SO. ORANGE CO. COMM. COL.DIST	R2T4 Fall 2013 return	626.00
	TRL SYSTEMS, INC.	Blue Light Phone repair	450.00
	BAKER & TAYLOR	Library books per Jenny Langrell	2,857.25
	BAKER & TAYLOR	Library books per Jenny Langrell	2,847.07
	ANTHONY MACIEL	Reimbursement to Anthony Maciel	347.88
	CORPORATE BUSINESS SYSTEMS	Toner for HSHS	669.53
	DAVID BUGAY	Conference for David Bugay	298.80
	SO. ORANGE CO. COMM. COL.DIST	Return of Title IV Funds -Fall Semester 2013	4,443.00
	CLIFFORD MEYER C/O AUTO TECH	Reimbursement	93.14
	FHEG SADDLEBACK No. 296 MA 2964420	Reimbursement for bookstore voucher	100.00
	CARMENMARA HERNANDEZ-BRAVO	Reimbursement for Language Lab DVD's	62.54
	A GOOD SIGN AND GRAPHIC CO.	2 employee room signs	102.60
	SCHOLARSHIPS	Scholarship for Nursing Student	350.00
	WELLS FARGO #1598	SSL Wildcard	189.95
	WELLS FARGO #3317 (DISTRICT)	MyCommerce - Digital River GmbH	1,200.00
	WELLS FARGO #1598	Electronic Date Stamp	96.22
	LAGUNA GRAPHIC ARTS, INC.	Business card for Bill Kelly	51.12
	WELLS FARGO #4198	Leadership Circle 360 Survey	425.00

RQ14-04250	STEVE TEH	Reimbursement for food at Biology Symposium
RQ14-04251	JANE HORLINGS	Reimbursement for the purchase of student books
RQ14-04255	C/O OCDE, DANA STEWART CASBO EASTERN SECTION	Conference registration
RQ14-04260	WELLS FARGO #4198	Purchasing propane gas
RQ14-04262	JENNIFER MC CUE	Conference for Jennie McCue
RQ14-04276	BARBARA TAMIALIS	Perkins Grant-Reimburse supplies-Attachment
RQ14-04277	TANGRAM INTERIORS	Inspection/repair for conference chairs
RQ14-04278	SAPLING LEARNING	Chemistry learning software for B2E grant
RQ14-04281	ANTHONY HUNTLEY	Reimbursement for Biology Student Project Supplies
RQ14-04292	AMARA AGUILAR	Reimbursement iOS develeper program
RQ14-04309	MARTIN MC GROGAN	Reimb. Heath instructor/Certification card
RQ14-04311	GILBERT & STEARNS, INC.	Installed Power Outlets - Battery Back Up Systems
RQ14-04316	WELLS FARGO #3317 (DISTRICT)	Prototype for SOCCCD Name Badges
RQ14-04333	BLAKE STEPHENS	Conference - ASCCC Accreditation Institute
		Total 169

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONUNES

Page 4 of 5

121.57

83.46

15.00

47.03

2,048.00 103.39

100.00

300.00

567.00

108.00

57.23

21.89

800.00 168,874.06

1,983.53

001 - South Orange County Community **College District**

Board of Trustees Confirming Requisition XHIBIT A Page 15 of 15

	Fund Summary	1		
Fund	Description		quisition Count	Amount
01	General Fund		166	107,085.00
40	Capital Outlay Fund		3	61,789.06
		Total	169	168,874.06

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered. ESCAPE ONLINE

Page 5 of 5

001 - South Orange County Community College District

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.28 DATE: 1/27/14

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Transfer of Budget Appropriations

ACTION: Ratify

BACKGROUND

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

STATUS

For the current reporting period ending December 31, 2013, and in accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations are summarized on EXHIBIT A and 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 SUMMARY

For the period 12-01-13 to 12-31-13

General Fund			
<u>Account</u>	Description	<u>From</u>	<u>To</u>
1000	Academic Salaries		\$42,357
2000	Classified Salaries		\$69,655
3000	Fringe Benefits		\$4,134
4000	Books and Supplies		\$30,334
5000	Other Operating Expenses & Services	\$199,480	
6000	Capital Outlay		\$25,407
7000	Other Outgo		\$27,593
Total Transf	ers - General Fund	\$199,480	\$199,480
<u>Capital Outlay Fu</u>	<u>Ind</u>		
<u>Account</u>	Description	<u>From</u>	<u>To</u>
1000	Academic Salaries		
2000	Classified Salaries		
3000	Fringe Benefits		
4000	Books and Supplies		\$80,000
5000	Other Operating Expenses & Services		\$4,660
6000	Capital Outlay	\$84,660	
7000	Other Outgo		
Total Transf	ers - Capital Outlay Fund	\$84,660	\$84,660
Total Transfers		\$284,140	\$284,140

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.29 DATE: 1/27/14

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: November/December 2013 & January 2014 Contracts

ACTION: Ratification

BACKGROUND

On January 16, 2007, the board authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$100,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$83,400 for equipment, supplies and maintenance projects. During November/December 2013 & January 2014, the following contracts were reviewed and approved by the Vice Chancellor of Business Services, following review by legal counsel, when appropriate.

CONTRACTOR NAME

CONTRACT AMOUNT

Accuvant	\$81,000.00
Network Renewal – For Palo Alto Network renewal of threat	
prevention software.	
District Services	
C.E.M Lab Corp	\$79,810.00
Agreement – For geotechnical field monitoring and testing consultant services for Sciences Building at Saddleback	
College.	
District Services	
Support Product Services	\$79,000.00
Agreement – For repair of Waukesha WHP co-gen engine	
at Central Plant.	
Saddleback College	
AlliedBarton Security Services	\$55,000.00
Amendment – To augment original contract to a total of	
\$85,000.00.	
Irvine Valley College	
Haitbrink Asphalt Paving	\$52,090.00
Agreement – To repair roads and parking lots.	
Irvine Valley College	

Vangent, Inc. Agreement – For 1098T tax form access. District Services	\$34,250.00
Kratos Public Safety & Security Solutions, Inc. Agreement – To replace keyed entries with FOB for exterior doors of A100 Building. Irvine Valley College	\$30,414.60
Floor Tech America Agreement – To repair floor in B311. Irvine Valley College	\$24,406.00
DSE Architecture Inc Agreement – For architectural services for Saddleback College Arboretum Trail, using foundation funding. District Services	\$24,260.00
Padhraic Smyth Consultant Agreement – To perform statistical testing of prospective algorithms that aim to predict student college completion. District Services	\$23,800.00
Hampton Tedder Electric Co., Inc Agreement – For main circuit breaker testing campus wide. Saddleback College	\$19,970.00
Management Concepts Independent Contractor Agreement – To provide two days of training and certification for Procuring Goods and Services Under Federal Grants. Saddleback College	\$15,380.00
Meridian IT Inc. Agreement – For MySite Applications server refresh. District Services	\$15,271.53
Fundament & Associates Inc. Independent Contractor Agreement – For consulting services to calculate energy savings for Science and Central Plant for energy rebates. Saddleback College	\$15,000.00
Unlimited Environmental Agreement – Remediation in Student Services Center 170. Irvine Valley College	\$14,970.00
Haitbrink Asphalt Paving Inc. Agreement – For construction of temporary parking area. Saddleback College	\$14,960.00

All Around Underground Contractors Inc. Agreement – For emergency repair of hot water line. Saddleback College	\$14,600.15
Bob Parrett Construction Agreement – To install new door and hardware at AGB. Saddleback College	\$13,563.00
Mark IV Communications Inc. Independent Contractor Agreement - For additional data cabling at IVC B-400 bldg. Irvine Valley College	\$13,362.94
Haitbrink Asphalt Paving, Inc Agreement – To repair asphalt at bus stop. Saddleback College	\$12,890.00
Merit Software Pricing Quote – For software upgrade in the reading labs. Irvine Valley College	\$12,500.00
Pacific Restoration Services Agreement – For remediation and repairs to A213 / A238. Irvine Valley College	\$12,420.71
Jennifer Wijnker Independent Contractor Agreement – To provide assistance to the project director with Career Café activities, including research, correspondence, design/development of CAP project, and management of data and reports. Irvine Valley College	\$12,000.00
Lee Armstrong Co. Agreement – To replace flooring in HS-112. Saddleback College	\$11,987.00
AG Construction Agreement – To remediate interior of classroom B311, walls and ceilings. Irvine Valley College	\$11,160.00
Professional Personnel Leasing, Inc. Amendment – Extend employment service agreement to 6/30/14, for total contract amount of \$19,019.77. *Commission cost will continue to be paid if employee continues employment at IVC after 6/30/14. Irvine Valley College	\$11,055.00*
Hampton Tedder Electric Co. Inc Independent Contractor Agreement –To evaluate transformers in TAS building. District Services	\$9,770.00

Sports Field Services Agreement – For renovation of baseball field. Saddleback College	\$9,700.00
The Irvine Ranch Outdoor Education Center Agreement – For facility rental/food/speaker sessions on March 25, 2014 for Classified Staff Development Day. District Services	\$9,000.00
National Construction & Maintenance Agreement – To improve sidewalks in parking lot #9. Saddleback College	\$8,900.00
Floor Tech Group Agreement – To replace carpet in SSC 230, Transfer Center. Irvine Valley College	\$8,237.00
P2S Engineering, Inc. Agreement – For engineering services for exterior lighting project. Irvine Valley College	\$8,000.00
Haitbrink Asphalt Paving Inc Agreement – To repair footing for the press box. Saddleback College	\$7,875.00
Meridian IT Inc Agreement – For operating software licenses for the degree audit project. District Services	\$7,820.00
AG Construction Agreement – For wood and cabinet removal in the IVC Life Sciences building. Irvine Valley College	\$7,347.15
California Hazardous Service Agreement – For AQMD Phase 1 compliance for the underground storage tank. Saddleback College	\$7,255.83
Goodwill Industries of Orange County Agreement – For Attended Donation Center set up. Saddleback College	\$6,178.00 (Revenue)
Unlimited Environmental Agreement – Remediation in Classroom A205. Irvine Valley College	\$6,100.00
In-N-Out Burger Mobile Unit Agreement – to provide mobile food truck for Annual Senior Day Event on Mar. 20, 2014. Saddleback College	\$5,700.00

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

Disneyland Resorts Agreement – For corporate ticket vouchers. Irvine Valley College	\$5,142.95
Essence Entertainment Amendment – To augment original contract to a total \$10,500.00 for contracted dancers for IVC productions. Irvine Valley College	\$5,000.00
Random Reel Entertainment Independent Contractor Agreement – Services for five video training segments covering safety and emergency response procedures. Saddleback College	\$5,000.00
HCI Environmental & Engineering Service Independent Contractor Agreement – To move all hazardous bulk chemicals from building A400 to building B400. Irvine Valley College	\$4,488.40
Mark IV Communications, Inc. Independent Contractor Agreement – For additional data cabling at IVC Life Sciences prep rooms. Irvine Valley College	\$2,972.23
ePlus Technology Agreement – To perform a wireless on site survey for the Health & Sciences Building. Saddleback College	\$2,625.00
Dow Diversified, Inc. Independent Contractor Agreement – For modification of a lab station in Room 222 of IVC Life Sciences building. Irvine Valley College	\$1,800.00
Nicolas Santiago Independent Contractor Agreement – To serve as Guest Artist Projections Designer for Department of Theatre Art's production of "Next to Normal". Saddleback College	\$1,800.00
American Geotechnical, Inc. Independent Contractor Agreement – To install meters and perform base readings for TAS Project. District Services	\$1,600.00
John York Independent Contractor Agreement – To perform as a guest artist for IVC Scholarship Benefit Concert 2/6/14. Irvine Valley College	\$1,500.00

Brian Svoboda Independent Contractor Agreement – To perform as sound technician for the production of "Laguna Ballet's Nutcracker". Saddleback College	\$1,250.00
Knott's Berry Farm Agreement- For corporate ticket vouchers. Irvine Valley College	\$1,050.00
Corinne Olsen Independent Contractor Agreement – To perform as guest artist musician for the production of "Next to Normal". Saddleback College	\$1,040.00
Ryan Navales Independent Contractor Agreement – To perform as guest artist musician for the production of "Next to Normal". Saddleback College	\$1,040.00
Robert Platz Independent Contractor Agreement – To perform as guest artist musician for the production of "Next to Normal". Saddleback College	\$1,040.00
Jonathon Mooney Independent Contractor Agreement – To perform as guest speaker at the Associate Faculty Dinner on 1-16-14. Saddleback College	\$1,000.00
United Site Services of California Independent Contractor Agreement – For rental, repair, and maintenance of chain-link fencing at the Life Sciences building at Irvine Valley College. District Services	\$1,000.00
Mark Dresser Independent Contractor Agreement – To perform as guest artist for the Saddleback College Jazz Program on Oct.23, 2013. Saddleback College	\$750.00
Pacific Coachways Charter Services, Inc. Acceptance – To provide student bus services. Saddleback College	\$740.25
Bridger Jimenez Independent Contractor Agreement – To usher for the IVC Performing Arts Center December events. Irvine Valley College	\$720.00
Big Bear Mountain Resorts Agreement – For corporate ticket vouchers. Irvine Valley College	\$590.00

Andrew Yeater	\$500.00
Independent Contractor Agreement – To perform as guest	<i>t</i>
artist composer for the production of "Metamorphoses".	
Saddleback College	
City of Mission Viejo	\$500.00
Performing Arts Agreement – For the performance of a jazz	(Revenue)
combo at a City of Mission Viejo event.	· · · · ·
Saddleback College	
MHK Electronics, Inc	\$155.00
Maintenance Agreement – For maintenance and calibration	
of the IVC athletic training room equipment.	
Irvine Valley College	
Richard Cabrera	\$18.20
Amendment – To augment original contract amount to new	
total of \$321.10 for background investigations for Police	
Department of police/sergeant officers.	
Irvine Valley College	
Neudesic LLC	\$0.00
Independent Contractor Agreement Amendment No.1 – To	
extend the original agreement end date from May 1, 2013	
to June 30, 2014 at no additional cost.	
District Services	
Neudesic LLC	\$0.00
Independent Contractor Agreement Amendment No.4 – To	
extend the original agreement end date from July 28, 2013	
to June 30, 2015 at no additional cost.	
District Services	
Long Beach Memorial Medical Center	\$0.00
Agreement – To provide clinical/internship experience to	
enhance student experiences in the Health Sciences	
program.	
Saddleback College	* 0.00
Roland Beverly, MD PC, Dermatology	\$0.00
Agreement – To provide clinical/internship experience to	
enhance student experiences in the Health Sciences	
program.	
Saddleback College	¢0.00
Western Medical Center Anaheim	\$0.00
Agreement – To provide clinical/internship experience to	
enhance student experiences in the Health Sciences	
program.	
Saddleback College	

South Orange County Surgical Medical Group Agreement – To provide clinical/internship experience to enhance student experiences in the Health Sciences program. Saddleback College	\$0.00
Coastal Community Hospital Agreement – To provide clinical/internship experience to enhance student experiences in the Health Sciences program. Saddleback College	\$0.00
City of Laguna Hills Facility Use Permit – For use of facilities Jan. 1, 2014-Dec. 15, 2015 for Emeritus Program classes. Saddleback College	\$0.00
St. Joseph Hospital Agreement – To provide clinical/internship experience to enhance student experiences in the Health Sciences program. Saddleback College	\$0.00

ITEM: 6.1 DATE: 1/27/14

TO:	Board of Trustees	\$
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FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Approval of Agreements for HR/Financial Software System and Implementation Partner, Workday, Inc. and CedarCrestone, Inc.

ACTION: Approval

BACKGROUND

The district continually assesses the effectiveness of its services working toward increased efficiencies. SOCCCD's current and aging HR/Financial software systems and processes (25 and 14 years old respectively) are no longer adequate to support the current needs of the human resources, finance, operations, and business functions and exposes the district to increasing risk in compliance, financial, operational, and strategic areas. The district needs to replace the older systems with a modern, comprehensive, and integrated human resources and financial software system.

A steering committee comprised of district and college staff worked to define software objectives which included: streamlined and standardized business processes based on best practices; enhanced services for students, faculty, staff and vendors; improved productivity through automated workflow and system configuration; lowering system support costs; automation of labor intensive and high volume processes and activities; greater transparency and easier access to human resources and financial information; manager and employee self-service capabilities; real-time actionable analytics for decision-making; mitigating risks of system failure, disaster recovery, security and unauthorized system access and breach of confidential personal information; integrated operations and superior reporting capabilities; support future growth; allow the district to stay current with compliance and technology changes; and alignment with district-wide strategic planning and priorities. The existing software employed to address business and human resource operations is insufficient for meeting these objectives.

<u>STATUS</u>

A rigorous competitive procurement process took place and the evaluation was objective, transparent, and fact based. On October 15 and 22, 2012, SOCCCD ran a newspaper advertisement for consideration of Enterprise Finance, Human Resource and Payroll Software and Related Services, RFP #301D. Additional marketing efforts included placing a copy of the "Requests for Proposals" (RFP) on the District's website and notifying firms known to provide these services.

On December 10, 2012, seven proposals were received (Exhibit A). Steering committee members evaluated the submittals to select finalists. Three firms along with their implementation partners presented their software and implementation strategy to hundreds of district and college end users over week-long presentations. End users evaluated each module at the end of the presentation, and their evaluations were reviewed by the steering committee. Question and answer sessions were held in the follow-up sessions to address perceived weaknesses. Reference checks included calls to colleges currently using each of three potential software solutions. Exhibit A provides further information regarding the RFP process timeline and criteria.

Workday, Inc. is recommended for the Human Resource/Financial Software System for the maximum amount of \$3,227,361 inclusive of optional items. CedarCrestone, Inc. is recommended to be the implementation partner for project. The contract with CedarCrestone, Inc. is on a time and materials basis, with a maximum amount of \$3,189,501 inclusive of optional items. Some of the optional items will be decided during the first phase of the project when the project plan is completed.

Pricing for the project was reviewed using a five year cost model. Funds are available for the first four years of the project at maximum costs from the associated basic aid allocation. It should be noted that an augmentation request may be made through the normal basic aid cycle and process for additional funding for year five, project management, and district and college personnel backfill requirements during the implementation phase for IT and functional departments. Implementing a comprehensive human resources and financial software system solution is an intensive process that requires expertise of consultants, staff in IT and functional area experts, as well as widespread input from the colleges and district services.

The agreements were extensively reviewed by the three vice chancellors and their staff, legal counsel, our two IT consultants Gartner Group and SIG, the executive director of facilities planning and purchasing, as well as District IT and the project steering committee members.

This recommendation meets and exceeds the district and colleges' needs and is unique to the point of distinguishing it from all other products. It takes advantage of the significant shift in the administrative software market towards cloud-based and multi-tenant Software as a Service (SaaS) computing, object oriented technology, big data analytics, and next generation user experience. Workday, Inc. is uniquely positioned in the higher education sector at the forefront of the emerging cloudbased technology wave. The product achieves the goal of selecting software that will have the longest possible lifespan. Exhibit B outlines the advantages of the Workday product from an information technology perspective. The descriptions of the functional modules within the Workday product are in Exhibit C along with diagrams of the components within Human Resources (HCM-Human Capital Management) and Finance (FM-Financial Management.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Human Resource and Financial Software System Master Services Agreement with Workday, Inc. for the amount of \$3,227,361 and the CedarCrestone, Inc. Master Services Agreement and Scope of Work for the amount of \$3,189,501 (Exhibit D) for a total of a five year term effective January 28, 2014.



HR/Financial Software RFP/Procurement Process

Request for Proposals (RFP)	 Mailed Out - October 15, 2012- 11 Vendors 1. Campus Management Corporation 2. Ellucian 3. Jenzabar 4. Oracle America, Inc. 5. SAP 6. Three Rivers 7. Unit4 Agresso 8. Workday Solutions 9. Escape Technology 10. The Meher Group 11. Blackbaud Inc. Published in The Register October 15, 2012 and October 22, 2012
Request for Proposals (RFP)	Submittal Deadline Tuesday, November 27, 2012 by 2:00pm
Vendor Responses to RFP	 Responses Received - 7 1. Ellucian 2. Workday Solutions 3. Oracle America, Inc. a. Ciber, Inc. b. MIS c. IO Consulting 4. Phoenix Business Consulting (PBC) 5. Unit4 Business Software 6. Tyler Technologies 7. The Meher Group, Inc
Regular Steering Committee Meetings to Review and Discuss Vendors Responses	From November 27, 2012-December 11, 2012 Met with committee every other week
Evaluated 7 Vendors Responses and Recommended 3 Vendors for Extensive	December 12, 2012



HR/Financial Software RFP/Procurement Process

Ellucian Demonstration Dates	118 Attendees March 5, 6, 7, 2013 (8am-5pm) March 8, 2013 (8am-10am)
Workday Demonstration Dates	118 Attendees March 26, 27, 28, 2013 (8am-5pm) March 29, 2013 (1pm-3pm)
Oracle Corp. Demonstration Dates	118 Attendees April 9, 2013 (11am-5:45pm) April 10, 11, 2013 (8am-5pm) April 12, 2013 (1pm-3:30pm)

Invited the 2 Top Ranking Vendors for Additional Follow up Demonstration

Additional Demonstration Workday

Additional Demonstration Oracle

Vendor Recommendation Workday

Reference Checking Conducted

Contract Negotiations

10 Attendees July 9, 2013 (11:30a-4pm)

10 Attendees August 1, 2013 (11:30a-4pm)

10 Attendees August 17, 2013 (11:30a – 4pm)

September 2013

November 2013 – January 2014

Information from the RFP #301D dated October 15, 2012

The Intent of the District

The District is seeking vendor proposals for the procurement, implementation, and ongoing success of enterprise Finance, Human Resources and Payroll application software. In addition, the District seeks a system that includes ancillary products (e.g., relational database management systems) and professional services.

The District is eager to enhance its efforts in the following areas:

- Streamlined business processes
- Improved services for students, faculty, staff and vendors
- Reduce the number of disparate systems needing to be interfaced
- Greater access to important resources
- Improved productivity through the use of web-enabled applications
- Responsiveness to state/federal/internal reporting requirements
- Efficient access to data, information and transaction processing
- Improve analytical and statistical analysis of data over time

At a minimum, it is the District's intent to purchase a financial information system and human resource/payroll system. In addition to these main applications the District will also consider the purchase of travel and expense reporting and grant accounting systems. The proposed modules should share use of an integrated, relational database management system which would also be part of this procurement.

As needed, the District will acquire related software products (e.g., compilers, report writers). Finally, the District will procure as needed services for training, functional consulting, project management, data conversion, software customization, software integration and maintenance, etc.

This RFP includes a presentation of general system requirements and technical requirements. Vendors are encouraged to be as responsive as possible to each item within this document.

Critical Criteria for Proposed Software

The vendor's proposed software *should* meet all of the following critical criteria:

- Includes modules for Finance, Budget Management, Requisitioning, Purchasing, Accounts Payable, Fixed Assets, Human Resource management, Position Control, Position Budgeting, Payroll Processing and Portal systems that share a single relational database. Vendors must demonstrate that their systems are able to integrate all areas of the District Financial, Human Resources and Payroll operations and interface with all of the existing systems currently in place. Vendors must demonstrate that their systems reduce/eliminate redundant entry of data.
- 2. Be web-enabled and include web based self-service applications for students, faculty and staff.
- Provide an integrated Portal application from which all applications can be accessed and support a single sign-on to those applications and ancillary third-party solutions (i.e.; Blackboard LMS, Resource 25)
- 4. Use current Technology as the foundation of the system.
- 5. Demonstrate the ability of their systems to provide for multiple levels of data security, including record level security and demonstrate how the system insures the integrity of the data being entered.

- 6. Describe how your systems provide for the automation of business processes through the use of a workflow engine, workflow modeling and workflow definition tool that will allow the District to automate many multi-step processes.
- 7. Describe the various levels of reporting capabilities and demonstrate that they are able to easily access data for daily transaction reporting as well as complex multi-level reporting in support of executive decision making and institutional research type of objectives.
- 8. Describe your solutions support of technologies that will allow for tighter, seamless, realtime integration of data between the enterprise Finance and HR/Payroll solution and necessary third party and in house developed applications.
- 9. South Orange County Community District is currently "Fiscally Dependent" on the South Orange County Office of Education. The District would like to understand how the proposed solution can be used to processes more information locally but still work with SOCOOE systems.
- 10. Of particular interest is the vendor's commitment to the standards and requirements of California Community Districts reporting for STRS, PERS and MIS requirements. Please describe how as a vendor you will provide support for these state mandated requirements.
- 11. Provide information regarding future development of your proposed and future products for the next 3 to 5 years and beyond.

Supplementary Questions

The following questions are important with respect to the evaluation of proposals. Vendors should provide clear and detailed responses to each item.

- 1. Please indicate whether the proposed software includes the following applications/modules:
 - Integrated Portal
 - Finance (including General Ledger, Budgeting, Requisitioning/Purchasing, Accounts Payable, Fixed Assets)
 - Travel and Expense
 - Grant Accounting
 - Human Resource
 - Payroll including Position Control and Position Budgeting
- 2. Please provide detailed information about reference sites. We are specifically interested in your most recent implementations. Please include the following:
 - a. Names of institutions
 - b. Contact names, titles, telephone numbers, and email addresses
 - c. List of installed software products and the production status of each, when they were implemented and which release.

Please organize the information about reference sites with respect to the following categories:

- California State and Private Universities
- California community District(s)
- Community college districts with multiple colleges
- State and Private Universities and Colleges
- 3. It is increasingly important for the District to effectively manage its enrollment, curricula, instructional facilities and assignment of faculty. Please describe how the proposed software supports various instructional management functions.

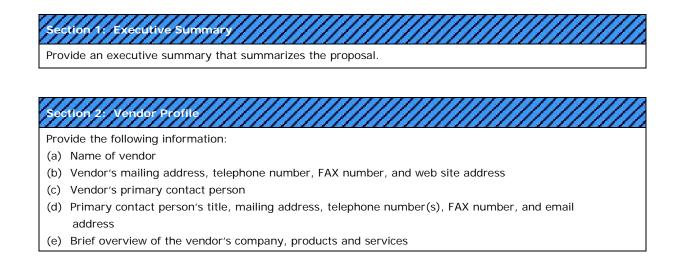
- 4. For each of the following items, please provide specific information about how the proposed software supports the District's reporting functions.
 - MIS (including staff file data)
 - PERS
 - STRS
 - 1099 reporting
- 5. Other state and federal reports: Is the proposed software web-enabled? If so, please describe. What browsers and versions do you support?
- 6. Please describe how your solution meets Section 508 accessibility requirements.
- Please describe how your solution meets California law related to Social Security numbers. (SB 25)
- 8. Please describe all available report writers, query tools, and other ancillary software.
- 9. Please describe any relevant portal technologies that you solution provides or can be integrated with.
- 10. Please describe any online training materials that the District should consider.
- 11. Please describe data migration and integration API's or Web Services available within your solution.

General Technical Information

Please answer the following technical questions with respect to the proposed system:

- 1. Please describe in details the options available regarding Relational Database Management Systems Software that the vendor's solution is available to run on? Please indicate the number of clients currently running on each RDBMS platform.
- 2. What hardware platforms (e.g., application servers, mass storage devices) can be used to support the proposed system? How should such platforms be sized? What operating system(s) can be used to support the proposed system?
- 3. Please present a physical topology and logical topology (both in graphical form) that describe an appropriate hardware and software environment.
- 4. Please describe the recommended specifications for client platforms, including operating systems, amount of memory, processor speed, etc.
- 5. What programming languages are inherent within the proposed system? What compilers, if any, need to be acquired by the District's?
- 6. What kind of middleware, if any, is recommended or required?
- 7. Does your applications run on a variety of client workstations, E.g. PC's, Mac's
- 8. Does your solution support a **completely** browser-based work environment? If not, is such an environment planned? If planned, when it is scheduled to be released?
- 9. Please describe a typical technical and support staff structure to maintain and support your solution for a campus of our size (eg, database administrators, system administrations, programmers, help desk, etc.)

Required Format for RFP Responses



Section 3: Vendor's Understanding of the RFP

- (a) Provide a statement that acknowledges the vendor's understanding of the "Procurement Process" as presented in the RFP.
- (b) Provide a statement that acknowledges the vendor's understanding of the "RFP Instructions and Requirements" as presented in the RFP.

Section 4. Critical Criteria for Proposed Software

Provide responses to each of the items within the "Critical Criteria for Proposed Software" section of the RFP.

Section 5. Proposed Software Products

- (a) Identify all application software that is proposed or required.
- (b) Identify all database technologies and/or file management systems that are proposed or required.
- (c) Identify all required ancillary software (e.g., middleware, compilers, and report writers) that the District should consider.
- (d) Identify all optional ancillary software (e.g., middleware, compilers, and report writers) that the District should consider.
- (e) Summarize the features, functionality and characteristics associated with each software product.





For each major application (e.g., Student, Financial Aid, Human Resources/Payroll, Finance) summarize the functionality that enables support for state and federal reporting. In particular, such a summary should address the following questions:

- (a) Is the vendor's current software already compliant? If not, how will compliance be achieved?
- (b) What product commitments, if any, is the vendor making with respect to reporting functions? How will such commitments unfold?
- (c) How does the vendor ensure ongoing compliance with the release of software upgrades?

Section 8. General Technical Information

Provide a response to each of the items within the "General Technical Information" section of the RFP.

Section 9: Proposed Training and Implementation Services

- (a) Describe the training and implementation support that is required, recommended, available or provided for each proposed software product, including the database management system.
- (b) Provide a suggested 18-month implementation schedule, including major milestones.
- (c) For each major system implementation activity, estimate the number of hours of vendor-provided professional services that are needed.

WORKDAY TECHNOLOGY

Workday's cloud-based enterprise resource planning (ERP) suite for human resource and finance has marked advantages over previous ERP offerings:

- 1. Student-centered
- 2. Faster performance
- 3. Superior data modeling and integration
- 4. More scalable
- 5. More elastic
- 6. Easier setup and maintenance
- 7. Simplified upgrades
- 8. Superior security
- 9. Superior configuration
- 10. Native mobile access
- 11. Native advanced analytics
- 12. Better deployed IT resources

Below are short descriptions of each item.

Student-centered: Traditional ERPs place the emphasis on back office users' processing of transactions. In the Workday system, employees and students are the focus; for example, current workflows based upon paper forms will be conducted electronically by employees without additional back office involvement (while back office functions will still exist for specific financial and HR needs, the workload in those areas should be diminished). Previous ERPs were created for an era of mediated services, where students required assistance to accomplish tasks as opposed to accomplishing tasks on their own. Workday's ERP was engineered to allow students to accomplish many tasks by themselves, freeing valuable staff time for higher-value interactions with students.

Faster Performance: Workday's cloud-based technology yields superior performance compared to traditional relational database systems offered as a "SaaS" (software as a service) model. In a true cloud-based system, the use of modern data management, massive memory and web-based technologies provides for near real-time transactions and analytics, and, avoids the performance pitfalls associated with the traditional hard-disk-based architectures.

Superior Data Modeling and Integration: Workday's RAM-resident, object-oriented model places all data in memory vs. having to swap memory in and out of disk drives. Thus, a "single version of the truth" is provided by having all data and programs (objects) available in memory for both transactions and analysis. In contrast, the traditional disk drive method requires time-consuming replication of data to another system and risks having systems

grow increasingly out-of-sync. Secondly, unlike traditional ERPs that use a relational database model, Workday's object-oriented model tightly binds the workflow, security and business rules (e.g. application code) with the data, making it virtually impossible to violate business rules and consequently provides a high level of data integrity. In contrast, a relational model keeps the application code separate from the data, potentially allowing rules to be violated and resulting in unreliable data. In addition, Workday's system is far more integrated than a traditional ERP (e.g., HR, payroll, accounting, and purchasing are completely integrated). This breaks down the "silos" of information common in academic software systems.

More Scalable: True cloud-based systems enable companies to easily scale the number of users on the system. Workday allows for scalability far beyond that of traditional systems. Workday has customers with thousands of users, including one that has over 200,000 users.

More Elastic: Similar to scalability, true cloud-based systems are extremely flexible in adding additional processing power and storage without the need for system downtime.

Easier setup and maintenance: No customization programming is required in the setup of the Workday system. Customization is achieved through configuration (settings), including business validation rules, security and workflow. The only custom coding required is for those local (non-Workday) systems that must be integrated.

Simplified upgrades: Upgrades occur two times per year and any new features can be turned on or left off at the customer's discretion. There is no need to do a major upgrade every five to seven years as with traditional systems; instead, all customers upgrade together so no one is stranded on an outdated version of the system.

Superior security: Workday's security is built-in to all levels of activity from transactions to analytics to software integrations, which means that those areas that are highly confidential remain so throughout the entire system. In traditional systems the security is not integrated at all levels.

Superior configuration: Workday supports a single set of software code (aka a "unitary codebase") for its entire customer base. Each customer configures their "tenant" through a series of software settings to achieve the desired level of customization. Additional configuration can be achieved by interfacing existing local systems or new local functionality with Workday using their built-in integration tools. All locally developed integrations are hosted by Workday, freeing the customer from the burden of managing and maintaining separate infrastructures.

Native Analytics capabilities: Most enterprise systems require separate data warehouses or business intelligence environments to support analytics and reporting, adding a great deal of complexity and expense. In the Workday system, all reporting and analytics are contained within the application and in context of the work being performed. To achieve this, Workday uses an in-memory object model where Workday defines data as objects rather than relational tables. This makes it possible to build, and drill into, analytics reports quickly and "in memory" rather than accessing data from a separate system.

Native Mobile capabilities: Workday was designed from the beginning to allow almost full access to all functions via mobile devices like the iPhone and iPad. Other vendors have more limited mobile access features that are "add-ons" rather than natively integrated into the system.

Better-deployed IT resources: After deployment, there may be opportunities to re-deploy existing IT staff and resources (i.e., resources previously committed to legacy system support) to more valued ends. The cloud architecture means that hardware and software maintenance, along with much of the support, are outsourced to the vendor; this allows IT infrastructure and staff to be repositioned to areas within IT that need additional support.

Workday Product SKU Descriptions

Human Capital Management

Workday HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday HCM includes Global Human Resources Management (Workforce Lifecycle Management, Organization Management, Compensation, Business Asset Tracking, Absence, and Employee Benefits Administration) and Global Talent Management (Goal Management, Performance Management, Succession Planning, and Career and Development Planning). Workday HCM also includes Project and Work Management designed to enable organizations to create and manage initiatives, projects, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track initiatives, projects, and work efforts.

Time Tracking

Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.

Procurement

Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. Create receipt accruals for approved, but not yet invoiced receipts.

Expenses

Workday Expenses supports employee expense processing. Workday Expenses includes selfservice and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration, and spend analytics.

Core Financials

Workday Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing, and revenue recognition. Core Financials also includes Project and Work Management.

Grants Management

Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.

Cloud Connect for HCM

Cloud Connect for HCM extends Workday HCM by integrating to partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).

Cloud Connect for Benefits

Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.

Cloud Connect for Third-Party Payroll

Cloud Connect for Third-Party Payroll extends Workday HCM by providing integrations to third-party payroll providers and aggregators. Also includes the Payroll Connector (generic integration template that provides a starting point for integration to a third party payroll provider).

Cloud Connect for Expenses and Procurement

Cloud Connect for Expenses and Procurement extends Workday Procurement and Workday Expenses by integrating to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

Cloud Connect for Financials

Cloud Connect for Financials extends Workday Core Financials by integrating to partners that provide capabilities, including: customer relationship management, electronic payments, and customer payments via credit card.



The Enterprise Cloud for HR SUCCESSION 000 HUMAN CAPITAL MANAGEMENT PERFORMANCE GOALS **ONBOARDING** BENEFITS



EXHIBIT C Page 3 of 4

GOVERNANCE & COMPLIANCE

REPORTING & WORKTAGS

SECURITY

OBJECT ORIENTED



The Enterprise Cloud for Finance **RECOGNITION REPORTING** FINANCIAL MANAGEMENT REVENUE BILLING

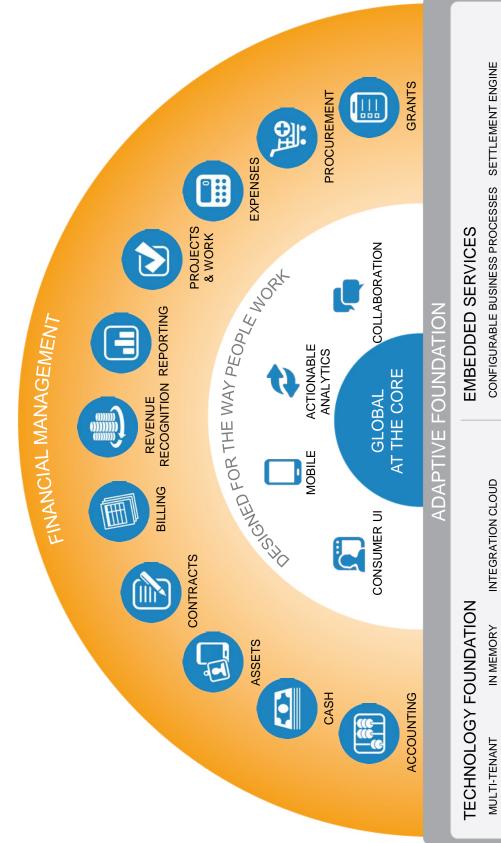


EXHIBIT C Page 4 of 4

GOVERNANCE & COMPLIANCE

REPORTING & WORKTAGS

SECURITY

OBJECT ORIENTED

Summary of Workday and CedarCrestone Contracting Documents

In this package you will find the contract forms and other documents relating to the Workday subscription service and other services you may acquire from Workday. Workday's subscription service is offered to customers pursuant to a master subscription agreement with one or more corresponding order forms. Professional consulting services may also be obtained under a separate professional services agreement with a corresponding statement of work. We are happy to answer any questions you may have about these documents and we look forward to quickly proceeding to contract signing and implementation kick-off. We appreciate the opportunity to do business with you.

Master Subscription Agreement	The Master Subscription Agreement contains the general terms and conditions regarding Workday's delivery and your use of the subscription services and general legal terms and conditions governing the relationship. The details regarding subscription term and pricing are contained in one or more order forms.
Order Form	The Master Subscription Agreement will have one more order forms attached. For each subscription service ordered, the relevant order form will define the length of term, service components subscribed to, and subscription fees. Workday training offerings will appear on a separate order form.
Workday Security Exhibit	The Workday Security Exhibit sets forth the minimum security procedures that Workday agrees to follow. Given the fact that the Workday Service is operated on a single code line through a shared environment and infrastructure, the security controls used by Workday apply to all customers.
Workday Production Support and Service Level Availability Policy ("SLA")	The standard terms applicable to all Workday customers regarding production support and uptime commitments.
Workday Data Processing Exhibit	The data processing exhibit incorporates additional terms required by data protection laws. The MSA together with this exhibit serve as the data processing agreement required to document the agreed upon data processing terms.

DOCUMENTS RELATING TO CONSULTING SERVICES PROVIDED BY CEDARCRESTONE:

Master Services Agreement ("MSA")	The master services agreement documents the general terms under which CedarCrestone will deliver professional services. The details of each professional services engagement will be set forth on a statement of work.	
Statement of Work ("SOW")	An essential part of the professional services agreement, it defines the scope of each professional services engagement including a description of any deliverables, responsibilities of each party, assumptions relied upon and pricing for such services.	

Summary of Workday and CedarCrestone Software and Services

The following chart summarizes the software and services that will be provided by Workday and CedarCrestone and how those services are contracted per the contracts on the previous page.

WORKDAY PROVIDED SOFTWAR Subscription	Provided by Workday and includes the following Products (see "Workday Product	
(Software as a Service) -	SKU Descriptions" section below):	
	Sko Descriptions section below).	
• Order Form #1	Human Capital Management	
	Time Tracking	
	Procurement	
	Expenses	
	Core Financials	
	Grants Management	
	Cloud Connect for HCM	
	Cloud Connect for Benefits	
	Cloud Connect for Third-Party Payroll	
	 Cloud Connect for Expenses and Procurement 	
	Cloud Connect for Financials	
	The Workday subscription also includes Workday Customer Support (case management). Workday will provide updates, patches/fixes, network, storage, operating system, database, provisioning, security, data privacy, data center, disaster recovery, backup, performance tuning, etc. as part of providing SOCCCD Workday software-as-a-service.	
Workday Training – • Order Form #2	Provided by Workday - Standard training offered by Workday Knowledge Management. Includes classroom instructor led training, virtual instructor led training, on demand education, and Workday Adoption Toolkit (for self-service end users).	
Workday Delivery Assurance and Strategic Advisory Services –	Provided by Workday – Professional Services provided by Workday directly to South Orange County Community College District. These services include the following:	
• Order Form #3	 Configuration Checkpoint Reviews (reviewing the configuration and pre- production tenants at key stages including prior to go live) Integration Checkpoint Reviews (reviewing the design and configuration of integrations) 	
	 Project Management Reviews (reviewing project management 	
	deliverables and project stage gate reviews)	
	 Advisory Service (providing strategic design input during Architect and Configuration stages of both HCM and Financials phases). 	
Premium Customer Success	Provided by Workday – A named Premium Customer Success Manager who	
• Order Form #4	maintains the overall relationship between SOCCCD and Workday. Delivers the	
	Framework for Success series, which are multiple one-on-one meetings to prepare	
	SOCCCD for being a Workday production customer. A liaison into Workday to facilitate resolution or responses to customer inquiries and escalations. Review features and roadmap items and engage with SOCCCD to determine timely adoption of new features. Quarterly business reviews throughout term of	
	Workday subscription in addition to ongoing meetings and steering committee participation. Provides Workday communication tailored specifically for SOCCCD.	

WORKDAY PROVIDED SOFTWARE AND SERVICES:

CEDARCRESTONE PROVIDED SERVICES:

CedarCrestone MSA and SOW	Provided by CedarCrestone.	
	CedarCrestone is priming the SOCCCD deployment of Workday HCM and Financials. As prime, CedarCrestone is responsible for the overall delivery and project success of the Workday implementation and will provide the following key responsibilities:	
	 Executive Sponsorship Steering Committee representation Project Management Functional Consulting Technical Consulting (integration, data migration, reporting) Change Management 	



This Master Subscription Agreement, ("Agreement") effective as of the later of the dates beneath the parties' signatures below ("Effective Date"), is by and between Workday, Inc. ("Workday") a Delaware corporation with offices at 6230 Stoneridge Mall Road, Pleasanton, CA 94588 and South Orange County Community College District ("Customer"), a California community college district with offices at 28000 Marguerite Pkwy, Mission Viejo, CA 92692. Whereas, Workday provides a subscription Service, Customer desires to subscribe to the Service, and this business relationship and the allocation of responsibilities regarding such Service are set forth in this Agreement. Therefore, the parties agree as follows:

1. Customer's Use of the Service.

1.1 Provision of the Service. Workday shall: (i) make the Service available in accordance with this Agreement, the Documentation, and the SLA to Customer during the Term pursuant to this Agreement; (ii) not use Customer Data except to provide the Service, or to prevent or address service or technical problems, in accordance with this Agreement and the Documentation or in accordance with Customer's instructions; and (iii) not disclose Customer Data to anyone other than Authorized Parties. The Service is provided in U.S. English. Workday has translated portions of the Service into other languages. Customer and its Authorized Parties may only use the translated portions of the Service for the number of languages listed in the applicable Order Form. Workday will provide service credits to Customer according to the *Workday SLA Service Credit Exhibit* attached hereto.

1.2 Customer Obligations. Customer may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Customer and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Customer is responsible for all Authorized Party use of the Service and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (b) prevent unauthorized access to, or use of, the Service, and notify Workday within one (1) business day of discovering any such unauthorized access or use. Customer shall not: (i) use the Service in violation of applicable Laws; (ii) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with the Service or its related systems or networks in a manner not set forth in the Documentation. Customer shall designate a maximum number of named contacts as listed in the applicable Order Form to request and receive support services from Workday. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Customer shall be liable for the acts and omissions of all Authorized Parties and Customer Affiliates relating to this Agreement.

2. Fees.

2.1 Invoices & Payment. Fees for the Service will be invoiced in accordance with the relevant Order Form. Except as otherwise set forth in an Order Form, all fees due hereunder (except fees subject to good faith dispute) shall be due and payable within thirty (30) days of invoice date. Except as otherwise stated in an Order Form, all fees are quoted and payable in United States dollars and are based on Service rights acquired and not actual usage. Customer shall provide Workday with complete and accurate billing and contact information including a valid email address for receipt of invoices. Upon Workday's request, Customer will make payments via wire transfer.

2.2 **Non-cancelable & non-refundable.** Except as specifically set forth to the contrary under Section 6.2 "Warranty Remedies", Section 7.1 "Indemnification by Workday", Section 9 "Term & Termination", and under the SLA, all payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable. The license rights for the number of Employees set forth on any respective Order Form cannot be decreased during the Term of that Order Form.

2.3 Overdue Payments. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Workday's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid

2.4 Non-Payment Suspension of Service. If Customer's account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by law, Workday reserves the right to suspend the Service upon thirty (30) days after receipt of written notice, without liability to Customer, until such amounts are paid in full. Such notice shall clearly and prominently state that the Service is at risk of suspension and shall not solely take the form of an invoice with an overdue notice.

2.5 Taxes. Customer has represented to Workday that it is a tax exempt entity and shall provide Workday with its tax exemption certificate. Except as otherwise stated in an Order Form, Workday's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "**Taxes**"). To the extent that transactions with Customer are not considered tax-exempt, Customer is responsible



for paying all sales or use Taxes associated with its acquisitions hereunder, this Agreement, and the Service.. Workday 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 excise, transportation, privilege, occupational and other taxes applicable to furnish the work performance hereunder (other than sales and use taxes, which shall be the responsibility of Customer) and shall save Customer harmless from liability for any such contributions, premiums, and taxes for Workday's employees and subcontractors, if applicable. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority.

2.6 Employee Count Verification. The Order Form(s) will identify the metric upon which the Service fees are based ("Employee Count") and the quantum of that metric which is authorized by the subscription fees. The Order Form may identify a schedule for Customer to report its usage metric. Workday may periodically confirm the number of records on its hosted servers and if the number of records or an external report made to a government agency or the media suggests that the reporting provided by Customer was not accurate, Workday will contact Customer to resolve the discrepancy. In addition, unless the Order Form states a different schedule, upon Workday's request but not more frequently than quarterly, Customer will report to Workday its actual Employee Count.

3. Proprietary Rights.

3.1 Ownership and Reservation of Rights to Workday Intellectual Property. Workday and its licensors own all right, title and interest in and to the Service, Documentation, and other Workday Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Workday reserves all rights, title and interest in and to the Service, and Documentation, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

3.2 License Grant. Workday hereby grants Customer a non-exclusive, non-transferable, right to use the Service and Documentation, solely for the internal business purposes of Customer and Affiliates and solely during the Term, subject to the terms and conditions of this Agreement within scope of use defined in the relevant Order Form.

3.3 License Restrictions. Customer shall not (i) modify, copy or create any derivative works based on the Service or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party, other than to Authorized Parties as permitted herein; (iii) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (iv) access the Service or Documentation in order to build any commercially available product or service; or (v) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation.

3.4 **Ownership of Customer Data.** Customer owns its Customer Data and shall retain ownership of all Customer Data.

3.5 Customer Input. Workday shall have a non-exclusive royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Service any Customer Input. Workday shall have no obligation to make Customer Input an Improvement. Customer shall have no obligation to provide Customer Input. Workday acknowledges and understands that Customer has no authority and cannot require that consultants or other third-parties assign any license rights to Workday.

3.6 Aggregated Data Use. Workday owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Workday from utilizing the Aggregated Data for purposes of operating Workday's business, provided that the Aggregated Data will not include Customer Data or Confidential Information, including the identity, or any information that could be used to determine the identity, whether directly or indirectly, of any individual or specific data entered by any individual into the Service or the identity of Customer as the sole source of the Aggregated Data or any subset of Aggregated Data. In no event shall the Aggregated Data include any personally identifiable information.



4. Confidentiality.

4.1 Confidentiality. A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.

4.2 Protection. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.

4.3 Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party 's cost, if the other party wishes to contest the disclosure. Customer is subject to the California Public Records Act, (Gov. Code § 6250 *et seq.)* If a request under the California Public Records Act is made to view Workday's Confidential Information, Customer shall notify Workday of the request and the date that such records will be released to the requester unless Workday obtains a court order enjoining that disclosure. If Workday fails to obtain a court order enjoining that disclosure, Customer will release the requested information on the date specified. Notwithstanding the foregoing, to the extent that Workday identifies any Confidential Information as qualifying as a Trade Secret under California law when the public records request is made, and supplies justification for such status, pursuant to Gov. Code §6254(k) and Evid. Code §1060 through written notice from Workday's Counsel, Customer shall determine whether the records so identified by Workday are a trade secret and, for portions of records it has determined are trade secrets, shall not disclose such portions unless it receives a court order compelling disclosure, so long as Workday indemnifies Customer against all third party claims arising from failure to disclose such information. In the event that the California Attorney General recommends a different process for the treatment of information that is claimed to be a trade secret, the parties agree that Customer may use such process.

4.4 Remedies. If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

4.5 Exclusions. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (iii) was independently developed by a party without breach of any obligation owed to the other party; (iv) is received from a third party without breach of any obligation owed to the other party without breach of any obligation owed to the exclusions set forth in this Section.

5. Customer Data.

5.1 Protection and Security. During the Term of this Agreement, Workday shall maintain a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. Such security program will conform to the Workday Security Exhibit attached hereto, and is further described in Workday's most recently completed Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) audit reports or industry-standard successor reports. The most recently completed, as of the Effective Date, SOC1 and SOC2 audit reports are referred to as the "Current Audit Reports". In no event during the Term shall Workday materially diminish the protections provided by the controls set forth in the Agreement, Workday's Security Exhibit and the Current Audit Reports. Customer does not need to participate in the Customer Audit Program described in the Data Processing Exhibit in order to receive Workday's most recent SOC1 and SOC2 reports. During the Term, Workday will maintain a current certification with the U.S. Department of Commerce under the U.S.-European Union and U.S.-Switzerland Safe Harbor Frameworks. The Data Processing Exhibit attached hereto will apply to the processing of Personal Data (as defined in the Data Processing Exhibit). Workday designs its Service to allow Customers to achieve differentiated configurations, enforce user access controls, and manage data categories that may be populated and/or made accessible on a countryby-country basis. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law. Customer understands that it has an independent duty to comply with any and all Laws applicable to it. Workday recognizes that Customer is an educational institution subject to the Family Educational Rights and Privacy Act ("FERPA") and that Workday may have access to student information during the performance of the Service. Workday agrees that it is a "School Official" (as that term is used in FERPA) with a "legitimate educational interest" in any Customer Data that is protected by FERPA and, therefore, Workday agrees that with respect to all Customer Data that is protected by FERPA, to the extent that Workday

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accesses unencrypted Customer Data that is subject to FERPA, Workday will comply with all obligations of a School Official with respect to such access. Any and all rules and procedures that apply to Customer shall apply to Workday as a third party service provider. Workday certifies that it is familiar with the federal and state laws, as well as any other applicable requirements for the storage and transmission of Customer Data and Workday will comply with all such requirements.

5.2 Unauthorized Disclosure. If either party believes that there has been a disclosure of Customer Data to anyone other than an Authorized Party or Workday, such party must promptly notify the other party, including providing such notice within any time frame required by applicable law. Additionally, each party will reasonably assist the other party in remediating or mitigating any potential damage, including any notification which should be sent to individuals impacted or potentially impacted, or the provision of credit reporting services to such individuals. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it.

6. Warranties & Disclaimers.

6.1 Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. Workday warrants that during the Term (i) the Service shall perform substantially in accordance with the Documentation; and (ii) the functionality of the Service will not be substantially decreased during the Term and (iii) it will use commercially reasonable efforts to prevent the introduction of Malicious Code into the Service (except for any Malicious Code submitted by Customer or its Authorized Parties to the Service).

6.2 Warranty Remedies. Workday shall correct the non-conforming Service at no additional charge to Customer, or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, Workday shall refund Customer amounts paid that are attributable to the defective Service from the date Workday received such notice. To receive warranty remedies, Customer must promptly report deficiencies in writing to Workday, but no later than thirty (30) days of the first date the deficiency is identified by Customer. The remedies set forth in this subsection 6.2 shall be Customer's sole remedy and Workday's sole liability for breach of these warranties unless Workday fails to provide the remedy within a reasonable amount of time; in which case the failure to cure the breach of warranty can be treated as a material breach of the Agreement and Customer shall have all other remedies available under the law or equity.

6.3 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

7. Mutual Indemnification.

Intellectual Property Indemnification by Workday. Workday shall defend, indemnify and hold Customer harmless against 7.1 any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes a copyright, a U.S. patent, trade name, trade secret, trademark or other proprietary or contractual right of a third party; provided, however, that Customer: (a) promptly gives written notice of the Claim to Workday; (b) gives Workday sole control of the defense and settlement of the Claim (provided that Customer may participate in the defense of any Claim at its own expense if required to do so by the California Attorney General and Workday may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Workday, at Workday's cost, all reasonable assistance. Workday shall not be required to indemnify Customer to the extent that the Claim arises from: (w) modification of the Service by Customer, its Employees, or Authorized Parties in conflict with Customer's obligations or as a result of any prohibited activity as set forth herein; (x) use of the Service in a manner inconsistent with the Documentation; (y) use of the Service by Customer in combination with any other product or service not provided by Workday where use of the Service alone would not give rise to a Claim of infringement; or (z) use of the Service in a manner not otherwise contemplated by this Agreement. If Customer is enjoined from using the Service or Workday reasonably believes it will be enjoined, Workday shall have the right, at its sole option, to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing, so long as the replacement or modified Service provides

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the same level and quality of the Service set forth in this Agreement. If neither of the foregoing options is reasonably available to Workday, then use of the Service may be terminated at the option of Workday and Workday's sole liability shall be to provide the indemnity in this Section 7.1 and Workday shall refund any prepaid fees for the impacted portions of the Service that were to be provided after the effective date of termination.

7.2 Indemnification by Customer. Customer shall defend, indemnify and hold Workday harmless from any Claims made or brought by a third party alleging that the Customer Data infringes the rights of, or has caused harm to, a third party or violates any Law; provided, however, that Workday: (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless it unconditionally releases Workday of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

8. Limitation of Liability.

8.1 Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO (i) EITHER PARTY'S INDEMNIFICATION AND/OR INSURANCE OBLIGATIONS; (ii) CUSTOMER'S PAYMENT OBLIGATIONS; AND/OR (ii) CLAIMS FOR BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE PERSONAL PROPERTY TO THE EXTENT RESULTING FROM WORKDAY'S WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY'S (OR WORKDAY'S THIRD PARTY LICENSORS') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER IN CONSIDERATION FOR WORKDAY'S SERVICE DELIVERY DURING THE IMMEDIATELY PRECEDING EIGHTEEN (18) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE (OR, FOR A CLAIM ARISING BEFORE THE FIRST EIGHTEEN MONTHS AFTER THE EFFECTIVE DATE, THE AMOUNT PAID FOR THE FIRST EIGHTEEN MONTH PERIOD).

8.2 Exclusion of Damages. EXCEPT WITH RESPECT TO CUSTOMER'S PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

9 Term & Termination.

9.1 Term of Agreement. The term of this Agreement commences on the Effective Date and continues until the stated term in all Order Forms has expired or has otherwise been terminated, unless otherwise extended pursuant to the written agreement of the parties. Notwithstanding the foregoing, in no event shall the term of any Order Form, extend beyond that date which is five (5) years from the Effective Date of this Agreement. Subscriptions to the Service commence on the date, and are for a period, as set forth in the applicable Order Form.

9.2 Termination. Either party may terminate this Agreement,: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Customer may terminate this Agreement pursuant to Section 9.3. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon any termination by Customer pursuant to this section, Workday shall refund Customer any prepaid fees for the affected Service that were to be provided after the effective date of termination.



- **9.3 Loss of Funding**. Performance by Customer under the Agreement may be dependent upon the appropriation and allotment of funds by Customer's Board of Trustees), (collectively, the "Funding Sources.") Customer shall in good faith seek funds from the Funding Sources for payment of amounts due under Order Forms. If the Funding Sources fail to appropriate or allocate the necessary funds, then Customer will issue written notice to Workday and Customer may terminate the Agreement or the impacted Order Form(s) without further duty or obligation as to all unfunded periods occurring after receipt of such notice. Upon request by Workday, Customer shall identify to Workday the extent to which funds have been allocated for individual Order Forms.
- **9.4 Effect of Termination.** Upon any termination of this Agreement, Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the section entitled "Retrieval of Customer Data") and Workday Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to Workday prior to the effective date of termination. Termination for any reason other than Workday's uncured material breach, in accordance with the SLA Service Credit Exhibit, or for Loss of Funding shall not relieve Customer of the obligation to pay all future amounts due under all terminated Order Forms.
- **9.5 Retrieval of Customer Data.** Upon request by Customer made within thirty (30) days after any expiration or termination of this Agreement, Workday will make Customer Data available to Customer through the Service on a limited basis solely for purposes of Customer retrieving Customer Data for a period of up to thirty (30) days after such request is received by Workday. After such thirty (30) day period, Workday will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data. Additionally, during the Term of the Agreement, Customers can extract data using Workday's standard web services. If Customer requires Workday's assistance, Customer may acquire Workday professional services at Workday's then-current billing rates pursuant to a separately executed Statement of Work and Professional Services Agreement. Customer will determine the scope of the professional services engaged to extract data from the Workday system and as such may increase or decrease Workday's professional services involvement in order to control costs.
- **9.6 Surviving Provisions.** The following provisions of this Agreement shall <u>not</u> survive and will have no further force or effect following any termination or expiration of this Agreement: (i) subsection (i) of Section 1.1 "Provision of the Service"; (ii) Section 3.2 "License Grant"; and (iii) any Order Form(s) except for any payment obligations due pursuant to Section 9.5. All other provisions of this Agreement, including all Exhibits to the extent that they contain ongoing confidentiality obligations, shall survive any termination or expiration of this Agreement.

10 General Provisions.

- **10.1Relationship of the Parties.** The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.
- **10.2 Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing; or (iii) the second business day after sending by facsimile with telephonic confirmation of receipt. Notices to Workday shall be addressed to the attention of its Vice President, Legal. Notices to Customer shall be addressed to South Orange County Community College District, Vice Chancellor of Business Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.
- **10.3 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. Any waiver by either Customer or Workday must be in writing signed by both parties. Any waiver of any provision of this Agreement shall not preclude a party from using any other right or remedy available under this Agreement as cure of any default or for any later default.
- **10.4 Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively), computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility.

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Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. If the force majeure in question prevails for a continuous period in excess of thirty (30) calendar days, the parties shall enter into good faith discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements, including termination of this Agreement.

- **10.5 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement and all past due fees are paid in full, except that Customer shall have no right to assign this Agreement to a direct Competitor of Workday. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- **10.6 Governing Law; Waiver of Jury Trial.** This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. Venue shall be in Orange County, California. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto.
- **10.7 Export.** Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo if such embargo prohibits use of the Service in or from such country; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.
- **10.8 Insurance.** Workday will maintain during the entire Term of this Agreement, at its own expense, the following insurance: (a) statutory workers' compensation insurance and employer's liability insurance as required by applicable law; (b) a commercial general liability policy with an aggregate limit of no less than \$2,000,000; (c) an automobile insurance policy with an aggregate limit of no less than \$1,000,000; (d) a professional liability errors & omissions policy including Cyber Liability Insurance to cover crisis management./breach response coverage, cyber extortion, and privacy regulatory proceedings coverage with an aggregate limit of no less than \$5,000,000; and (e) a crime policy with an aggregate limit of no less than \$5,000,000. Upon Customer's request, Workday shall provide certificates of insurance as evidence for these coverages and limits.
- **10.9 Good Faith Negotiations and Independent Representation.** The parties hereto acknowledge and agree that they have negotiated the terms of this Agreement in good faith and had the opportunity to be represented by independent counsel throughout all negotiations, which preceded the execution of this Agreement.
- **10.10** Compliance with Applicable Laws. Workday 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 Workday's business operations. Notwithstanding the foregoing, the Service does not include legal advice or compliance services and Customer is responsible for ensuring that it uses the Service in compliance with all applicable federal, State and local laws, rules, regulations, and ordinances.
- **10.11 Permits/Licenses.** Workday and all Workday'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.
- **10.12** Use of Customer Name. Pursuant to Education Code section 71025, Workday shall not, without the express written permission of the Board of Governors of the California Community Colleges or authorized agent, use the name, or any abbreviation of it, or any name of which these words are a part in any of the following ways to imply, indicate or otherwise suggest that any organization, or any product or service of that organization, is connected or affiliated with, or is endorsed, favored or supported by, or is opposed by one or more California Community Colleges, the Board of Governors of the California Community Colleges. Notwithstanding the foregoing, Workday may use Customer's name in lists of customers and on its website, including, but not limited to, Workday's community portal as long as such use does not suggest endorsement by Customer or the Board of Governors of the California Community Colleges; however, such usage shall not be classified as an advertisement but only identification as an entity who receives Service

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from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer's name in a verbal format, only to identify Customer as an entity that receives Service from Workday.

- **10.13** Audit Financial Billing. During the Term of this Agreement but not more frequently than once per year, Workday shall make available to Customer or its chosen independent third party auditor, for examination only those financial books, records, and files of Workday that are necessary for Customer to verify Workday's charges for the Service provided under any Order Form(s) issued hereunder. Workday shall maintain complete and accurate records as is reasonably necessary to substantiate such charges. Customer shall provide Workday with reasonable notice prior to conducting such financial audit and the parties shall mutually agree upon the timing of such financial audit which shall be conducted in a manner that is not disruptive to Workday's business operations. Customer will pay for all costs related to such audits. Such right shall not extend to or require on-site audits of Workday's operations or third party hosting facilities, disclosure of any confidential information of any other Workday customer, or Workday's payroll records or other financial records not related to Service fees invoiced to Customer.
- **10.14** Use by other Entities. The parties agree that other public sector entities, including state agencies, local governments, local school systems, courts, and public institutions of higher education may utilize the terms of this Agreement to purchase services from Workday. The parties understand that pricing is specific to utilization metrics and the choice of Workday Service components and that other entities will not pay the same price as Customer. Any such other entity shall be responsible for complying with its relevant procurement rules and regulations. Customer will in no way whatsoever incur any liability to Workday, such entities, or others in relation to specifications, delivery, payment, or any other aspect of actions or omissions by such entities. An entity wishing to utilize this Agreement will execute its own Order Form which references this Agreement and incorporates it by reference or may, at its option, choose to have a copy of this Agreement executed in its own name.
- 10.15 Miscellaneous. This Agreement, including all exhibits (including, but not limited to, the SLA, Data Processing Exhibit, Workday SLA Service Credit Exhibit, and Workday Security Exhibit) and addenda hereto and all Order Forms, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form shall take precedence over provisions of the body of this Agreement and over any other Exhibit or Attachment. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other customer order documentation (other than an Order Form executed by both parties) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this agreement, and further agree that electronic signatures to this agreement shall be legally binding with the same force and effect as manually executed signatures.

11 Definitions.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement, including the Workday Production Support and Service Level Availability Policy, Workday Security Exhibit, Workday Data Processing Exhibit, and any exhibits or attachments hereto, and any fully executed Order Form.

"Authorized Parties" means Customer's Employees and third party providers authorized to access Customer's Tenants and/or to receive Customer Data by Customer (i) in writing, (ii) through the Service's security designation, or (iii) by system integration or other data exchange process.

"Competitor" means any entity that may be reasonably construed as offering competitive functionality or services to those offered by Workday. If the parties cannot agree on whether an entity is a Competitor, then the opinion of three (3) financial analysts with



adequate knowledge of the human resources and/or financials software and services industry (chosen by mutual agreement of the parties) commissioned at Workday's sole expense, shall determine such.

"**Confidential Information**" means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Data; and (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary.

"Customer Data" means the electronic data or information submitted by Customer or Authorized Parties to the Service.

"Customer Input" means suggestions, enhancement requests, recommendations or other feedback provided by Customer, and its Employees, but excluding any third party consultants relating to the operation or functionality of the Service.

"Data Processing Exhibit" means the *Data Processing Exhibit Workday, Inc. –Data Center in U.S.*, which may be updated by Workday from time to time, subject to the warranty found in Section 6.1 (ii) and so long as any update will not add additional Customer obligations,

"Documentation" means Workday's electronic and hardcopy user guide for the Service which may be updated by Workday from time to time, subject to the warranty found in Section 6.1 (ii) and so long as any update will not add additional Customer obligations.

"Employee" or "Worker" means employees, consultants, contingent workers, independent contractors, and retirees of Customer and its Affiliates whose active business record(s) are or may be managed by the Service and for which a subscription to the Service has been purchased pursuant to an Order Form. The number of permitted Employees will be as set forth in the applicable Order Form. Information related to former employees, consultants, contingent workers, independent contractors and retirees in the form of static, historical records may be maintained in the system but shall be excluded from the calculation of Employees unless self-service access to the record through the Service is provided to the individual.

"**Improvements**" means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

"**Intellectual Property Rights**" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Law" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"**Order Form**" means the separate ordering documents under which Customer subscribes to the Workday Service pursuant to this Agreement that have been fully executed by the parties.

"Production" means the Customer's or an Employee's use of or Workday's written verification of the availability of the Service (i) to administer Employees; (ii) to generate data for Customer's books/records; or (iii) in any decision support capacity.

"Service" means Workday's software-as-a-service applications as described in the Documentation and subscribed to under an Order Form, including without limitation, any Improvements.

"SLA" means the *Workday Production Support and Service Level Availability Policy*, which may be updated by Workday from time to time, subject to the warranty found in Section 6.1 (ii) and so long as any update will not add additional Customer obligations,

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"**Tenant**" means a unique instance of the Service, with a separate set of customer data held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

"Workday Security Exhibit" or "Security Exhibit" means the *Security Exhibit*, which may be updated by Workday from time to time, subject to the warranty found in Section 6.1 (ii) and so long as any update will not add additional Customer obligations..

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement.

Signature	Signature
C	0
Name	Name
Title	Title
Date Signed	Date Signed

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WORKDAY SLA SERVICE CREDIT EXHIBIT

In the event of a failure by Workday to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Workday shall provide service credits in accordance with the following:

- a. First month of missed Service Availability or Service Response Minimum: the parties shall meet to discuss possible corrective actions;
- b. Second month in any rolling six (6) month period: 10% of Subscription Fee paid to Workday for the applicable month for the affected Service;
- c. Third month in any rolling six (6) month period: 20% of Subscription Fee paid to Workday for the applicable month for the affected Service;
- d. Fourth month in any rolling six (6) month period: 30% of Subscription Fee paid to Workday for the applicable month for the affected Service;
- e. Fifth month in any rolling six (6) month period: 40% of Subscription Fee paid to Workday for the applicable month for the affected Service;
- f. Sixth month in any rolling six (6) month period: 50% of Subscription Fee paid to Workday for the applicable month for the affected Service;
- g. More than three (3) months in any rolling six (6) month period: Within thirty (30) days of such failure either party shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date written notice of such termination is effective.
- h. If more than one of the above (a through g) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.



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ORDER FORM #1 TO MASTER SUBSCRIPTION AGREEMENT ("MSA")

Customer Name	South Orange County Community College District	
MSA Effective Date	See MSA executed herewith	
Order Effective Date	The later of the dates beneath the parties' signatures below	
Order Term	January 27, 2014 through January 26, 2019	
Order Term in Months	60	
Currency	USD	
Total Subscription Fee	2,299,373	

Payment #	Payment Due Date	Payment Amount
1	30 days after the Order Effective Date	459,875
2	First anniversary of the Order Term Start Date	459,875
3	Second anniversary of the Order Term Start Date	459,875
4	Third anniversary of the Order Term Start Date	459,874
5	Fourth anniversary of the Order Term Start Date	459,874
	Total Subscription Fees	2,299,373

SKU	Service	Permitted FSE Workers
НСМ	Human Capital Management	1,369
ССНСМ	Cloud Connect for HCM	1,369
ССВ	Cloud Connect for Benefits	1,369
ССТРР	Cloud Connect for Third Party Payroll	1,369
TT	Time Tracking	1,369
EXP	Expenses	1,369
PRO	Procurement	1,369
CCEP	Cloud Connect for Expenses and Procurement	1,369
FIN	Core Financials	1,369
CCF	Cloud Connect for Financials	1,369
GM	Grants Management	1,369

Annual Subscription Fees for Additional FSE Workers	Fees
HCM, CCHCM, CCB, CCTPP, TT, EXP, PRO, CCEP, FIN,	335.92
CCF, GM (combined)	

Translations	Number of Languages
Number of Translations	None

Number of Named Support Contacts

Customer Contact Information	Billing	Customer Support
Contact Name	Debra Fitzsimons	Kim McCord

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Street Address	28000 Marguerite Pkwy	28000 Marguerite Pkwy
City/Town, State/Region/County,	Mission Viejo CA 92692	Mission Viejo CA 92692
Zip/Post Code, Country	United States	United States
Phone/Fax #	(949) 582-4661	(949) 582-4661
Email (required)	dfitzsimons@socccd.edu	krmccord@socccd.edu

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. Customer is purchasing the Service that is currently available.

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the "**Order Effective Date**", defined above.

South Orange County Community College District Workday, Inc.

Signature	Signature
Name	Name
Title	Title
Date Signed	Date Signed

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ADDENDUM A

ADDITIONAL ORDER FORM TERMS

1. **General.** Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA between Workday and Customer (the "Agreement"). In the event of a conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail. References to "Annual" or "Year" in this Order Form mean the consecutive 12-month period during the Order Term. The "Service" licensed to Customer hereunder is limited to that listed on the Order Form and the number of Employees shown. The total Subscription Fee for the use of the Service during the Order Term is only for the stated permitted number of Employees. Except as stated herein, the Service may be used by Customer on a worldwide basis, subject to export regulations. Workday makes country-specific features available only in accordance with the Documentation. USP is limited to use in the United States. CP is limited to use in Canada. CCB is limited to use in the United States and Canada.

2. **FSE Workers and Growth.** The maximum number of Full-Service Equivalent Workers ("FSE Workers") for which the Service may be used by Customer and which are included in the Subscription Fee is as set forth in this Order Form. The number of FSE Workers is calculated by first multiplying the number of workers in each category of workers by the applicable percentage rate specified below and then adding the resulting numbers for each category of worker together for a total sum.

	Applicable	Applicable	FSE Worker
Worker Category	Number	Percentage	Calculation
Full-Time Employees	2,000	100.0%	2,000
Part-Time Employees	500	25.0%	125
Associates	100	12.5%	13
Former Workers with Access	0	2.5%	0
Totals:	2,600		2,138

Sample Total FSE Worker Calculation:

The Service may be used by Customer only for the following categories of Employees/Workers:

"**Full-Time Employee**" means a full-time employee (faculty and other staff) as reported by Customer to the Integrated Postsecondary Education Data System annually in the fall.

"**Part-Time Employee**" means a part-time employee (faculty and other staff) as reported by Customer to the Integrated Postsecondary Education Data System annually in the fall.

"Associate" means an individual not counted as a Full-Time Employee or Part-Time Employee but in one of the following categories: temporary employees, student workers, visiting academics, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors.

"Former Worker With Access" is a former worker (Employee or Associate) that continues to have access to the Service through the Employee Self-Service features.

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Customer may increase the permitted number of FSE Workers during the Order Term (each an "Additional FSE Worker") by providing written notice to Workday and paying Workday a Subscription Fee for Additional FSE Workers for any such increased use of the particular Service category in accordance with the rate table in this Order Form. No later than October 31st each year, Customer must report to Workday the actual number of FSE Workers as of October 15th and specify the number in each worker category. If the actual number of FSE Workers is higher than the number of permitted FSE Workers stated in this Order Form, Customer will be invoiced for the applicable Subscription Fees for Additional FSE Workers for such overage for the full annual period of this Order Form that is in progress as of October 15th. The Subscription Fee for Additional FSE Workers is calculated by multiplying the increase in the number of FSE Workers for each particular Service category by the applicable fee. For the avoidance of doubt, the total Subscription Fees set forth herein for the Order Term will be due even if the actual number of FSE Workers falls below the stated number of permitted FSE Workers. Subscription Fees for Additional FSE Workers are due within thirty (30)days of the invoice date. An Order Form will be required for FSE Worker increases.

3. **Renewal.** By providing written notice to Workday at least ninety (90) days prior to the end of the Order Term, Customer may elect to continue use of the Service by renewing this Order Form for a single three-year renewal term beginning at the end of the Order Term ("Renewal Term") at the stated rate(s):

Annual period beginning at the end of the Order Term (each a Renewal Year)	Applicable Annual Renewal Subscription Fees
Renewal Year 1	Base Subscription Fee x $(1 + 4\% + CPI)$
Renewal Year 2	Renewal Year 1 Subscription Fee x $(1 + 4\% + CPI)$
Renewal Year 3	Renewal Year 2 Subscription Fee $x (1 + 4\% + CPI)$

The Base Subscription Fee upon which the Annual Renewal Subscription Fee is calculated includes (a) the total Subscription Fee for the Order Term divided by the number of full months in the Order Term multiplied by 12, plus (b) any fees for Additional FSE Workers attributable to the Year prior to renewal. The Base Subscription Fee covers only the number of FSE Workers in the Year prior to renewal. The Annual Renewal Subscription Fees (which cover only the number of FSE Workers for the Renewal Year prior to renewal), along with any applicable Subscription Fees for Additional FSE Workers for the Renewal Year are due by the first day of the corresponding Renewal Year. During each Renewal Year, the Subscription Fees per Additional FSE Worker rate will be increased by the same percentage rate that the annual Subscription Fee increased for the corresponding Year. Renewals will be documented with a new Order Form. If Customer elects to continue use of the Service by using the renewal pricing on this Order Form, the definitions for counting FSE Workers that are on this Order Form will be used for that renewal. NO renewal may extend the Agreement beyond five (5) years from the Effective Date of the MSA.

"CPI" means the Consumer Price Index rate established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average) for the calendar year preceding the beginning of each Renewal Year, if a positive number.

4. Service Credits. Workday will provide SLA Service Credits as set forth in the Agreement.

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ORDER FORM #2 TO MASTER SUBSCRIPTION AGREEMENT ("MSA")

Customer Name	South Orange County Community College District	
MSA Effective Date	See MSA executed herewith	
Order Effective Date	The later of the dates beneath the parties' signatures below	
Currency	USD	
Total Training Fees	313,908	

Payment #	Payment Due Date	Payment Amount
1	30 days after the Order Effective Date	148,062
2	First anniversary of the Order Effective Date	41,462
3	Second anniversary of the Order Effective Date.	41,462
4	Third anniversary of the Order Effective Date	41,461
5	Fourth anniversary of the Order Effective Date	41,461
	Total Due	313,908

SKU	Training Offering	Price Per TC	Quantity	Training Fees
TC	Training Credits (prepaid)	520.00	205	106,600

SKU	Training Offering	Annual Rate	Quantity (# of Blocks)	ODE Fees for Order Term
ODEFIN	On-Demand Education – Financials Library Block	5,000	2	50,000
ODEHC M	On-Demand Education – HCM Library Block	5,000	2	50,000
ODEPAY	On-Demand Education – Payroll Library Block	5,000	1	25,000
ODETEC H	On-Demand Education - Cross- Application Technology Library Block	5,000	2	50,000
	Total ODE Fees for Order Term	175,000		175,000
ODE Order	Term: 60 Months			
SKU	Training Offering		Total Number of Workers	WAT Fees for Order Term
WAT	Workday Adoption Tool-Kit		2923	32,308
WAT Order	· Term: 60 months			

The link to the ODE and WAT offerings will be delivered to the respective ODE and WAT Named User designated below. The Customer is responsible for providing accurate email addresses below.

Customer Contact	Billing	ODE Named User	WAT Named User
Information			
Contact Name	Debra Fitzsimons	Kim McCord	Kim McCord
Street Address	28000 Marguerite Pkwy	28000 Marguerite Pkwy	28000 Marguerite Pkwy
City/Town,	Mission Viejo, CA 92692	Mission Viejo, CA 92692	Mission Viejo, CA 92692
State/Region/County,	United States	United States	United States
Zip/Post Code, Country			
Phone/Fax #	(949) 582-4664	(949) 582-4661	(949) 582-4661
Email (required)	krmccord@socccd.edu	krmccord@socccd.edu	krmccord@socccd.edu



This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto.

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the "**Order Effective Date**", defined above.

South Orange County Community College District Workday, Inc.

Signature	Signature
Name	Name
Title	Title
Date Signed	Date Signed



ADDENDUM A

ADDITIONAL ORDER FORM TERMS - TRAINING

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA. In the event of a conflict between the terms of this Order Form and the terms of the MSA, the terms of this Order Form shall prevail.

- 1. Classroom and Virtual Training Terms. The Training Credits purchased under this Order Form expire eighteen (18) months from the Order Effective Date. Each Training Credit may be used for either: (i) one day of in person attendance to a Workday classroom training course at a designated Workday facility for one attendee, (ii) one day of training for one person to attend a Workday instructor-led onsite training course at a Customer facility, or (iii) two days of virtual (online remote) attendance to a Workday virtual instructor-led training course for one attendee. Customer may not register for and apply Training Credits to training until such Training Credits are purchased pursuant to an Order Form. Customer may not retroactively apply subsequently purchased Training Credits to training for which registrationoccurred before the applicable Order Effective Date. If Customer registers for training without an adequate prepaid Training Credit balance, Workday list prices will apply. The number of Training Credits required for an attendee to attend a specific course varies by the duration of the course (in days). Specific offerings and the requisite number of Training Credits for attendance are set forth in Workday's current training catalog. Any Customer request for cancellation of class enrollment must be received by trainadmin@workday.com or entered into the Learning Management System at least ten (10) full calendar days prior to the scheduled start date of the class. Cancellations received less than ten (10) calendar days prior to the scheduled start date are subject to the full training fee, but Customer may substitute a different Customer Employee at any time before the course begins without penalty.
- 2. **Training Credit Bulk Purchase Option**. Workday's discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits and a la carte training purchases will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. The following rates apply to the bulk purchases made hereunder and will remain in effect for at least one (1) year following the Order Effective Date. :

Number of Pre-paid Training Credits Acquired	Applicable Rate Per Training Credit
0 - 25	USD \$600
26 - 50	USD \$580
51 – 75	USD \$560
76 - 100	USD \$540
101-249	USD \$520
250+	USD \$500

3. **On-Site Training Terms.** On-site training at Customer's site is subject to Workday's approval as to availability of instructor and adequacy of the training facility and the following terms. Customer will provide the required training facility in accordance with the Workday-provided specifications for room set-up, hardware and Internet connectivity requirements. Each attendee will have an individual workstation complete with Internet connectivity. On-site training fees will be billed in advance or Customer may utilize Training Credits purchased on a previous Order Form if fully paid. In addition to the applicable fees for the Training Credits, Customer will be responsible for the reasonable and actual travel and living expenses incurred by the instructor(s) which will be invoiced as incurred. When the parties are scheduling on-site training, upon Customer's request, Workday will provide an estimate for travel and living costs and a copy of its travel expense policy. On-site training not completed in the period scheduled will not be refunded, nor will it be applied to any other Workday service offerings unless cancelation notice is received at least three (3) weeks prior to the scheduled start date for the on-site training. If Customer cancels any on-site training, Customer shall reimburse Workday for non-refundable travel and living expenses, including cancelation fees assessed by carriers or return airfare for instructors if a course is canceled after the instructors arrive on-site. Customer shall not be responsible for any applicable fees, or travel expenses if a class



is cancelled by Workday. In the event Customer attempts to schedule a class and Workday is not able to schedule the class within the applicable period, Customer will not lose credits applicable to that training period. [The minimum and maximum number of students for any on-site training is eleven (11) minimum and twenty (20) maximum.

4. **On-Demand Training Terms**.

A **"Block"** is a group of five Named Users. A **"Library"** is a bundle of specific, related training concepts. Library offerings currently include: (i) "HCM", (ii) "Cross Application Technology", (iii) "Financials", and (iv) "Workday Payroll". A **"Named User"** is an eligible Employee of Customer for which Customer has provided Workday a valid name and e-mail address. Each Named User will be assigned a password granting the Named User access to the ODE. Named Users may not be substituted without the prior written consent of Workday, which will not be unreasonably withheld. Each Named User may access all of the ODE content within a specific Library during the stated number of years above.

- 5. Workday Adoption Toolkit Terms. Workday Adoption Toolkits ("WATs") include: (i) all content listed in the applicable overview provided therewith as well as any additional content made generally available by Workday during the WAT Order Term, (ii) a facilitators guide, (iii) an FAO, (iv) videos, and (v) sample internal marketing materials. During the WAT Order Term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize and create derivative works of the WATs solely for the purpose of internally distributing the relevant WAT material to promote internal use of the Service by Customer's Employees. Customer shall reproduce all Workday proprietary rights notices and headings on any copies, in the same manner in which such notices were set forth in or on the original. Customer is solely responsible for the accuracy of any modifications or customizations of the WATs made by it. Subject to Workday's underlying intellectual property rights in the WATs and the Service, Customer owns all improvements and other materials that Customer may develop, make or conceive, either solely or jointly with others (but not with Workday), whether arising from Customer's own efforts or suggestions received from any source other than Workday, that relate to the WATs ("WAT Improvements"). . Customer grants to Workday a non-exclusive royalty-free, irrevocable license to use, copy, distribute, and create derivative works of any and all WAT Improvements. Customer agrees that WAT Improvements may include Workday Confidential Information that is subject to the nondisclosure and use restrictions set forth in the MSA. Customer agrees that it will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any WAT Improvements should Workday create similar materials independently. Workday acknowledges and understands that Customer has no authority and cannot require that consultants or other third-parties assign any license rights to Workday.
- 6. **Miscellaneous Training Terms**. Workday training is for use by Customer Employees and Authorized Parties only and for purposes consistent with the MSA. In no event willCustomer allow third parties who are not Authorized Parties to access or useWorkday training or related materials including, but not limited to, other existing or potential Workday customers or partners, subject to any required disclosure under the Public Records Act or other law. Workday training classes and courses may not be videotaped, recorded, downloaded or duplicated without Workday's prior written consent. This Order Form is non-cancelable and associated fees are non-refundable and non-transferable, and cannot be used as a credit toward any other amounts due to Workday. Customer will pay for all classroom and virtual training courses attended by Customer's Employees and Customer's Authorized Parties. Workday may utilize an external learning management system for training *enrollment and tracking of course* attendance. Customer understands that any such system is not part of the Workday Service.



ORDER FORM #3 TO MASTER SUBSCRIPTION AGREEMENT ("MSA")

Customer Name	South Orange County Community College District	
MSA Effective Date	See MSA executed herewith	
Order Effective Date	The later of the dates beneath the parties' signatures below	
Order Term	Eighteen month period beginning on the Order Effective Date	
Currency	USD	
Total Estimated Consulting Fees	314,080	

			Estimated	Estimated
SKU	Consulting Engagement Type	Standard Hourly Rate	Hours	Fees
DA	Delivery Assurance Checkpoint	330	206	67,980
	Reviews			
DAPM	Delivery Assurance Project	350	296	103,600
	Management Reviews			
ADV	Advisory Strategic Services	285	500	142,500

The DA estimated hours are based on a scope limited to typical deployment activities for the following:

Service SKUs in Deployment Scope	HCM; CCHCM; CCB; USP; CCWP; EXP; PRO; CCEP; FIN; CCF; TT; GM
Number of Absence Plans in Deployment Scope	10
Number of Performance Plans in Deployment Scope	4
Number of Compensation Plans in Deployment Scope	7
Number of Benefit Plans in Deployment Scope	18
Number of Integrations in Deployment Scope	20

Customer Contact Information	Billing
Contact Name	Debra Fitzsimons
Street Address	28000 Marguerite Pkwy
City/Town, State/Region/County, Zip/Post Code,	Mission Viejo, CA 92692
Country	
Phone/Fax #	(949) 582-4664
Email (required)	dfitzsimons@socccd.edu

Fees and Payment. The fees for the reviews and guidance will be billed on a time and materials basis at the hourly rate set forth in this Order Form and invoiced each month along with the related expenses. Invoices are due in accordance with the MSA. Notwithstanding any other provision herein to the contrary, neither party shall have any obligation with respect to the performance of, or payment for, Services beyond the estimated fees without an amendment to this Order Form or a new Order Form authorizing such additional fees.

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto.



IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the **Order Effective Date**, defined above.

South Orange County Community College District Workday, Inc.

Signature	Signature	
Name	Name	
Title	Title	
The	The	
Date Signed	Date Signed	



ADDENDUM A

ADDITIONAL ORDER FORM TERMS – DELIVERY ASSURANCE

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA between Workday and Customer (the "Agreement"). In the event of a conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

The schedule of checkpoints and milestones will be incorporated into the project plan, to be created during the project plan stage and reviewed during Project Plan Review as described in 1.c.ii below.

1. Description of Consulting Activities.

a) Configuration Checkpoint Reviews:

- i. Configuration Prototype Tenant: This is a detailed review of the configuration of Customer's prototype tenant that will be used for system testing. This review is conducted early in the project in an effort to identify configuration issues that can be remedied quickly and with minimal impact to the project timeline.
- ii. Pre-Production Tenant: This is a detailed review of the configuration of the Customer pre-production tenant that will be moved into Production. This review is conducted before the pre-production tenant is moved into Production. It serves as a final quality review of the tenant configuration.

b) Integration Checkpoint Reviews:

- i. Architect stage: The integration architect review occurs early in the project to ensure integrations are architected with best practices in mind. This includes activities as mutually agreed upon between the parties per the project plan such as reviewing the integration design for functional use cases, data mapping, performance, and scalability. The review is performed prior to the build stage, although prototyping may occur during the architect stage.
- ii. Build stage: The integration build review is a detailed code and configuration review of integrations. The consulting includes review of Workday configuration such as attributes, maps, field overrides, and code review such as Studio projects, XSLT for Enterprise Interface Builder.

c) Project Management Reviews:

- i. Deployment Roadmap: Create a high level deployment roadmap covering Customer's first year as a Workday customer.
- ii. Project Plan Review: Review the project plan for timing of project activities based on Update dates and scheduled activities.
- iii. Stage Assessments: Create stage assessments at the end of each project stage, as defined by the Workday deployment methodology, which includes a summary of delivery assurance review activities planned and performed during the stage, status of those activities and actionable comments.
- iv. Test Plan Review: Review the project test plan and provide recommendations based on Workday's standard deployment testing strategy. This review does not include validation of specific test scenario criteria.
- v. Delivery Assurance Project Summary: Provide an overall summary of the delivery assurance activities completed during the project.
- vi. Participate in project activities such as steering committee meetings and additional project related activities, such as project status meetings, as needed. Participation estimates are based on one monthly steering committee meeting and a one-hour weekly project status meeting.

d) Advisory Service:

Workday may also provide the project team with general architect and configuration guidance during the Architect and Configure & Prototype stages of Customer's project.

2. Conditions.

- a) Workday anticipates that the reviews included in this Order Form will be performed approximately 75% offsite and 25% onsite at a Customer location. Time and location of onsite work will be agreed to by both parties.
- b) Customer will be responsible for the reasonable and actual travel and living expenses incurred by Workday at Customer's location, which will be invoiced as incurred. Customer will pre-approve trips and, upon Customer's request, Workday will provide an estimate for travel and living costs and a copy of its travel expense policy in advance.



- c) Customer is responsible for the timely coordination of its internal resources as necessary. If Customer's responsibilities hereunder are delayed for any reason, Customer understands that Workday's ability to staff the project, to complete the project within the estimated number of hours and to meet date commitments, if applicable, could be at risk.
- d) The estimates are based on the deployment scope described in this Order Form. Any changes to the scope may impact both the time required to complete the reviews and the total estimated fees.

3. **Ownership.** All right, title and interest to all recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by Workday in the course of performing the reviews or guidance including all Intellectual Property Rights pertaining thereto (together the "Workday Intellectual Property") vests in Workday. Nothing contained in this Order Form or the MSA shall be construed as transferring any such rights to Customer or any third party except as expressly set forth herein. All Customer Confidential Information shall be, and remain, the property of Customer.

4. Warranty and Disclaimer. Workday warrants that it will perform its obligations in this Order Form in a professional and workmanlike manner. As Customer's exclusive remedy and Workday's sole liability for breach of the foregoing warranty, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives prompt written notice to Workday which describes any deficiencies. In the event Workday is unable to correct such deficiencies after good-faith efforts and at a commercially reasonable cost, Workday shall refund Customer prorated amounts paid for the defective portion of the review. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MSA, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE REVIEWS AND GUIDANCE.



ORDER FORM #4 TO MASTER SUBSCRIPTION AGREEMENT ("MSA") (PREMIUM CSM)

Customer Name	South Orange County Community College District	
MSA Effective Date	See MSA executed herewith	
Order Effective Date	The later of the dates beneath the parties' signatures below	
Order Term	Twelve (12) quarterly periods beginning on the Order Effective Date	
Currency	USD	
Total Fees	300,000	

		Number of	Quarterly Fee	Total Fees Due
SKU	Consulting Engagement Type	Quarterly Periods		
PCSM	Premium Customer Success Management	12	25,000	300,000

Customer Contact Information	Billing
Contact Name	Debra Fitzsimons
Street Address	28000 Marguerite Pkwy
City/Town, State/Region/County, Zip/Post Code,	Mission Viejo, CA 92692
Country	USA
Phone/Fax #	(949) 582-4664
Email (required)	dfitzsimons@socccd.edu

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto.

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the **Order Effective Date**, defined above.

South Orange County Community College District Workday, Inc.

Signature
Name

Title

Title

Name

Signature

Date Signed

Date Signed



ADDENDUM A

ADDITIONAL ORDER FORM TERMS – PREMIUM CUSTOMER SUCCESS MANAGEMENT

1. Premium CSM General Terms. Workday will provide Premium Customer Success Management for Customer during the Order Term in the form, type and manner provided herein. Any changes to the scope or fees must be documented in a mutually acceptable change order signed by an authorized representative of each party. Premium CSM included in this Order Form will be performed remotely unless onsite meetings are mutually agreed upon by Customer and Workday. If applicable, Customer will provide adequate workspace and Internet connections when Premium CSM is performed onsite. Customer is responsible for the timely coordination of its internal resources as necessary. Premium CSM activities have been priced for a specific three (3) year period following Order Effective Date. If Premium CSM activities are delayed for more than thirty (30) days consecutively due to circumstances outside Workday's reasonable control (such as by Customer's decision to suspend the implementation project), Workday reserves the right to reassign its resources.

2. Scope of Premium CSM. Premium CSM may consist of the following specific activities as mutually agreed upon by Workday and Customer. Initial and ongoing meetings will address which activities will be performed for Customer, with a Scope of Services to be finalized within sixty (60) days of the Effective Date of this Order Form. Any deviations from initial scope will be mutually agreed to in advance in writing. Personalized Framework for Success series aligning with deployment phases to help prepare Customer for go-live and life in production (if applicable)

- a) General guidance to Customer relating to their use of the Workday Service
- b) A liaison into Workday to facilitate resolution or responses to customer inquiries, escalations and cases
- c) Feature reviews to help Customer understand impact and plan for adoption of those features
- d) Assistance with development of Customer roadmap for functionality adoption to align with business objectives and production plans
- e) Business Reviews including:
 - i. Workday Service review
 - ii. Guidance on new programs, training and Workday offerings
 - iii. Analysis of case management trends to determine opportunities for greater success
 - iv. Reviews of Customer's strategic and business goals to align with Workday solutions and development roadmap
- f) Participation in regularly scheduled status meetings with Customer and Partner Project Manager, which may cover:
 - i. Workday features and functions alignment
 - ii. Workday Update timeline
 - iii. Training recommendations
- g) Key Workday communications tailored to Customer regarding:
 - i. Emphasizing Workday alerts and communication that could impact Customer
 - ii. Partnering opportunities for Customer and Workday
 - iii. Participation in user groups and other Workday led events
- h) Guidance and advice on services and training offerings to align specifically with Customer's lifecycle and business needs
- i) Guidance for appropriate use of:
 - i. Workgroups (a broader group of customers who provide input on functionality and user experience direction for new capabilities)
 - ii. Brainstorm (on the Workday Community web site where customers suggest and vote on product enhancement ideas)
 - iii. User Groups (groups of customers that have common interests related to Workday to discuss and collaborate on various topics by product area or region)

3. Fees, Expenses and Payment. The Premium CSM fees set forth in this Order Form must be paid in advance in quarterly installments. The first quarterly payment is due 30 days after the Order Effective Date.

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Order Form (Premium CSM) between Workday and South Orange County Community College District



Workday will invoice the subsequent quarterly fees in advance to be due on the first day of each quarterly period. All fees are non-cancelable and non-refundable. Customer will be responsible for the reasonable and actual travel and living expenses incurred by Workday at Customer's location, which will be invoiced as incurred. Customer will pre-approve trips and, upon Customer's request, Workday will provide an estimate for travel and living costs and a copy of its travel expense policy.

4. Termination. Customer may terminate this Order Form at any time by giving Workday at least ninety (90) days prior written notice of termination. The breach and cure process described in Section 9 of the MSA will be used to handle any other disputes.

5. Warranty, Disclaimer and Remedies. Workday warrants that it will perform its obligations in this Order Form in a professional and workmanlike manner. As Customer's exclusive remedy and Workday's sole liability for breach of the foregoing warranty, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives written notice to Workday within thirty days of Customer's discovery of a deficiency which describes any deficiencies and, in the event Workday is unable to correct such deficiencies after good-faith efforts and at a commercially reasonable cost, within thirty days after Workday informs Customer of such, Customer may terminate this Order Form (but not the Agreement or any other Order Form) and Workday shall refund Customer prorated amounts paid for the defective portion of the review and any pre-paid fees that have not been earned as of the effective date of such termination. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MSA, EXCEPT AS EXPRESSLY PROVIDED IN THIS ORDER FORM AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PREMIUM CSM.



SECURITY EXHIBIT

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of Workday's business; (b) the amount of resources available to Workday; (c) the type of information that Workday will store; and (d) the need for security and confidentiality of such information.

Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Customer Data in Workday's possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Customer Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Customer Data;
- Protect against accidental loss or destruction of, or damage to, Customer Data; and
- Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated.

Without limiting the generality of the foregoing, Workday's security program includes:

- 1) <u>Security Awareness and Training</u> A mandatory security awareness and training program for all members of Workday's workforce (including management), which includes:
 - a) Training on how to implement and comply with its Information Security Program;
 - b) Promoting a culture of security awareness through periodic communications from senior management with employees.
- 2) <u>Access Controls</u> Policies, procedures, and logical controls:
 - a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;
 - b) To prevent those workforce members and others who should not have access from obtaining access; and
 - c) To remove access in a timely basis in the event of a change in job responsibilities or job status.
- 3) <u>Physical and Environmental Security</u> Controls that provide reasonable assurance that access to physical servers at the production data center is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes.

These controls include:

- a) Logging and monitoring of unauthorized access attempts to the data center by the data center security personnel;
- b) Camera surveillance systems at critical internal and external entry points to the data center;
- c) Systems that monitor and control the air temperature and humidity at appropriate levels for the computing equipment; and
- d) Uninterruptible Power Supply (UPS) modules and backup generators that provide back-up power in the event of an electrical failure.
- 4) <u>Security Incident Procedures</u> A security incident response plan that includes procedures to be followed in the event of any security breach of Customer Data or any security breach of any application or system directly associated with the accessing, processing, storage, communication or transmission of Customer Data.

Such procedures include:



SECURITY EXHIBIT

- a) Roles and responsibilities: formation of an internal incident response team with a response leader;
- b) Investigation: assessing the risk the incident poses and determining who may be affected;
- c) Communication: internal reporting as well as a notification process in the event of unauthorized disclosure of Customer Data in accordance with the Master Agreement;
- d) Recordkeeping: keeping a permanent record of what was done and by whom to help in later analysis and possible legal action; and
- e) Audit: conducting and documenting root cause analysis and remediation plan.
- 5) <u>Contingency Planning/Disaster Recovery</u> Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Customer Data or production systems that contain Customer Data.

Such procedures include:

- a) Data Backups: A policy for performing periodic backups of production file systems and databases according to a defined schedule;
- b) Disaster Recovery: A formal disaster recovery plan for the production data center, including:
 - i) Requirements for the disaster plan to be tested on a regular basis, currently twice a year; and

ii) A documented executive summary of the Disaster Recovery testing, at least annually, which is available upon request to customers.

- c) Business Continuity Plan: A formal process to address the framework by which an unplanned event might be managed in order to minimize the loss of vital resources.
- 6) <u>Audit Controls</u> –Hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic information, including appropriate logs and reports concerning these security requirements.
- 7) <u>Data Integrity</u> Policies and procedures to ensure the confidentiality, integrity, and availability of Customer Data and protect it from disclosure, improper alteration, or destruction.
- 8) <u>Storage and Transmission Security</u> Technical security measures to guard against unauthorized access to Customer Data that is being transmitted over a public electronic communications network or stored electronically. Such measures include requiring encryption of any Customer Data stored on desktops, laptops or other removable storage devices.
- <u>Secure Disposal</u> Policies and procedures regarding the disposal of tangible property containing Customer Data, taking into account available technology so that Customer Data cannot be practicably read or reconstructed.
- 10) <u>Assigned Security Responsibility</u> Assigning responsibility for the development, implementation, and maintenance of its Information Security Program, including:
 - a) Designating a security official with overall responsibility;
 - b) Defining security roles and responsibilities for individuals with security responsibilities; and
 - c) Designating a Security Council consisting of cross-functional management representatives to meet on a regular basis.



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Confidential

SECURITY EXHIBIT

11) <u>Testing</u> – Regularly testing of the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified.

Such testing includes:

- a) Internal risk assessments;
- b) ISO 27001 certification; and
- c) SSAE Type II (or successor standard) audits twice annually.
- 12) <u>Monitoring</u> Monitoring the network and production systems, including error logs on servers, disks and security events for any potential problems.

Such monitoring includes:

- a) Reviewing changes affecting systems handling authentication, authorization, and auditing;
- b) Reviewing privileged access to Workday production systems; and
- c) Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.
- 13) <u>Change and Configuration Management</u> Maintaining policies and procedures for managing changes to production systems, applications, and databases.

Such policies and procedures include:

- a) A process for documenting, testing and approving the promotion of changes into production;
- b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and
- c) A process for Workday to utilize a third party to conduct web application level security assessments. These assessments generally include testing for:
 - i) Cross-site request forgery
 - ii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
 - iii) XML and SOAP attacks
 - iv) Weak session management
 - v) Data validation flaws and data model constraint inconsistencies
 - vi) Insufficient authentication
 - vii) Insufficient authorization
- 14) <u>Program Adjustments</u> Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:
 - a) Any relevant changes in technology and any internal or external threats to Workday or the Customer Data;
 - b) Security and data privacy regulations applicable to Workday; and
 - c) Workday's own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.

Workday's Software as a Service ("Service") is based on a multi-tenanted operating model that applies common, consistent management practices for all customers using the service. This common operating model allows Workday to provide the high level of service reflected in our business agreements. This document communicates Workday's Production Support and Service Level Availability Policy ("SLA") with its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the Master Agreement.

1. Technical Assistance Terms:

Workday will provide Customer with 24x7x365 technical assistance in accordance with this SLA.

2. Service Availability:

Workday's Service Availability commitment for a given calendar month is 99.5%. Service Availability is calculated per month as follows:

$$\left(\begin{array}{c} \underline{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}} \\ \overline{\text{Total} - \text{Planned Maintenance}} \end{array}\right) X \ 100 \ge 99.5\%$$

Definitions:

- **Total** is the total minutes in the month
- Unplanned Outage is total minutes unavailable due to an unplanned outage in the month
- Planned Maintenance is total minutes of planned maintenance in the month.

Currently, Planned Maintenance is four (4) hours for weekly maintenance, four (4) hours for monthly maintenance, four (4) hours for quarterly maintenance. Workday's current weekly maintenance begins at 10 pm (Eastern) on Fridays; monthly maintenance begins at 2:00 am (Eastern) on Saturday; and quarterly maintenance begins at 6:00 am (Eastern) on Saturday. All times are subject to change upon reasonable notice.

If actual maintenance exceeds the time allotted for Planned Maintenance it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.

The measurement point for Service Availability is the availability of the Workday Production Service at the Workday production data center's Internet connection points. Customer may request an availability report not more than once per month via the Customer Center.

3. Workday Update Process and Notifications:

Periodically, Workday introduces new features and functionality in a new version of the Workday Service with enhanced functionality across all, or substantially all, Workday modules ("**Update**"). Prior to an Update, Production customers will be provided with an Update sandbox for testing. Updates will take approximately twenty-four (24) hours to complete which will require the Service to be taken down for some or all of that time (which time shall not be considered an Unplanned Outage). Specific information and timelines for each Update can be found on the Workday Community (<u>https://community.workday.com</u>). Updates will be performed during a weekend following any Planned Maintenance. Customers shall provide a named Update Contact, with access to Workday Community, to schedule and manage Customer through its Update process. Workday provides information for managing the Update process on the Workday Community.

Workday currently Updates the Service three (3) times per year but the number of Updates may be increased or decreased by Workday. Workday shall provide notification of and information about Updates beginning at least ninety (90) days prior to providing new Updates in Customer's Update sandbox environment. Such notification shall be made via Workday Community.

4. Service Response:

Workday's Service Response commitment is: (i) not less than 50% of (online) transactions in two (2) seconds or less and (ii) not more than 10% in five (5) seconds or more. Service Response is the processing time of the Workday Production Service in the Workday production data center to complete transactions submitted from a web browser. This Service Response commitment excludes requests submitted via Workday Web Services.

The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Workday Production data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month via the Customer Center.

5. Disaster Recovery:

Workday will maintain a disaster recovery plan for the Workday Production Service in conformance with Workday's most current Disaster Recovery Summary, the current version of which can be viewed on the Workday Community. Workday commits to a recovery time objective of twelve (12) hours - measured from the time that the Workday Production Service becomes unavailable until it is available again. Workday commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Workday Production Service became unavailable.

Workday will test the disaster recovery plan once every six months, and will make available a written summary of the results of the most recent test available to Customers.

6. Case Submittal and Reporting:

Customer's Named Support Contacts may submit cases to Workday Support via the Workday Customer Center. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Each case will be assigned a unique case number. Workday will respond to each case in accordance with this SLA and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other commercially reasonable solution to the issue. Case reporting is available on demand via the Workday Customer Center.

7. Severity Level Determination:

Customer shall reasonably self-diagnose each support issue and recommend to Workday an appropriate Severity Level designation. Workday shall validate Customer's Severity Level designation, or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Workday Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

8. Support Issue Production Severity Levels - Response and Escalation:

Response Time is the period from the time the Production case was logged in the Customer Center until Workday responds to Customer and/or escalation within Workday, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

Severity Level 1:

- <u>Definition</u>: The Workday Service is unavailable for all users or a Workday issue prevents payroll or tax processing and/or financials quarter-end or year-end close processing.
- <u>Workday Response Commitment</u>: Workday will respond within one (1) hour of receipt of case.
- <u>Resolution</u>: Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- <u>Escalation</u>: If the problem has not been resolved within one (1) hour, Workday will escalate the problem to the appropriate Workday organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
- <u>Customer Response Commitment</u>: Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.

Severity Level 2:

- <u>Definition</u>: The Workday Service contains a bug that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
- <u>Workday Response Commitment</u>: Workday will respond within one (1) hour of receipt of case.
- <u>Resolution</u>: Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- <u>Escalation</u>: If the problem has not been resolved within four (4) hours, Customer may request that Workday escalate the problem to the appropriate Workday organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
- <u>Customer Response Commitment</u>: Customer shall remain accessible by phone for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.

Severity Level 3:

- <u>Definition</u>: The Workday Service contains a bug that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
- <u>Workday Response Commitment</u>: Workday will respond within four (4) hours of receipt of case.
- <u>Resolution</u>: If resolution requires a Workday bug fix, Workday will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- <u>Escalation</u>: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization
- <u>Customer Response Commitment</u>: Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

Severity Level 4:

- <u>Definition:</u> The Workday Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.
- <u>Workday Response Commitment</u>: Workday will respond within twenty-four (24) hours of receipt of case.
- <u>Resolution</u>: If resolution requires a Workday bug fix, Workday will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- <u>Escalation</u>: Customer may request that Workday escalate the problem to the appropriate Workday organization.

• <u>Customer Response Commitment</u>: Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

Severity Level 5: (Including Customer Care and Operations Requests):

- <u>Definition</u>: Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. Questions about configuration and functionality should be addressed to the Customer Community. If necessary to open a Support case requesting assistance, Severity 5 should be used.
- <u>Workday Response Commitment</u>: Workday will respond within twenty-four (24) hours of receipt of case.
- <u>Resolution Commitment</u>: Workday will respond to request. Customer will be notified of status changes.
- <u>Escalation</u>: Customer may request that Workday escalate the problem to the appropriate Workday organization.
- <u>Customer Commitment</u>: Customer will respond to Workday requests for additional information in a timely manner.

9. Workday Support Scope:

Workday will support functionality that is developed by Workday and under its direct control. For all other functionality, and/or issues or errors in the Workday Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, Workday may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Workday's support obligations. Service Level failures attributable to (i) Customer's acts or omissions; and (ii) force majeure events shall be excused.

10. Workday Web Services API Support:

Workday recommends using the most recent version of the Workday Web Services (WWS) APIs in order to receive optimum performance and stability. Prior versions of WWS APIs are updated to support backward-compatibility for all prior versions of WWS APIs that have not reached an end-of-life status. End-of-life announcements will be made not less than eighteen (18) months before the end-of-life of each WWS API. All announcements surrounding the WWS APIs will be communicated through Workday's Developer Network at www.developer.workday.com.

Backward compatibility means that an integration created to work with a given WWS API version will continue to work with that same WWS API version even as Workday introduces new WWS API versions. With the exception of backward-compatibility updates, prior versions of WWS APIs are not enhanced.

11. Service Credits:

In the event of a failure by Workday to meet the Service Availability and Service Response minimums as set forth in this SLA, as Customer's sole and exclusive remedy, at Customer's request, Workday shall provide service credits in accordance with the Master Subscription Agreement or applicable Order Form.

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DATA PROCESSING EXHIBIT WORKDAY, INC. – DATA CENTER IN U.S.

Introduction

- A. Customer concluded a Master Subscription Agreement ("MSA") with Workday and in the context of the Service provided, Workday and its subsidiaries will process Personal Data on behalf of Customer and its Affiliates.
- B. Customer together with its Affiliates, are considered Data Controllers in respect of the Processing of Personal Data that takes place in the context of the Service provided by Workday. Workday, together with its Affiliates, is a Data Processor. For the purposes of this Exhibit, the obligations on both parties shall also apply to their respective Affiliates.
- C. Customer and Workday wish to supplement the terms of the MSA and formalize the terms and conditions that will be applicable to the Processing of Personal Data by Workday of the Personal Data belonging to Customer and its Affiliates.

1. Definitions and interpretation

1.1 The following terms shall have the following meanings in this Exhibit.

"Additional Products" means products, services and applications (whether made available by Workday or a third party) that are not part of the Service.

"Affiliates" shall have the same meaning as in the MSA.

"Contingent Worker" shall, for the purposes of this Exhibit only, mean: (i) an individual directly engaged by Workday (not employed through another entity) to perform any of Workday's obligations under the MSA or this Exhibit; or (ii) an individual who is engaged by Workday to perform any of Workday's obligations under the MSA or Exhibit but employed through a staffing firm entity (other than an Affiliate of Workday) where such entity is in the business of providing staffing augmentation but does not undertake responsibility for the direct supervision of the individual.

"Customer Data" shall have the same meaning as in the MSA.

"Customer Audit Program" means Workday's customer audit program where, subject to the then current terms of the program, Workday shall provide, and customers shall pay for, an audit of the Service on an annual basis for each year specified in the relevant order under the program ("Audit Program Order"). At any time during the term of the MSA, Customer may elect to execute an Audit Program Order.

"Data Controller" shall mean the legal person which alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

"Data Processor" shall mean the person or body which Processes Personal Data on behalf of the Data Controller, without coming under the direct authority of the Data Controller.

"Data Protection Directive" means Directive 95/46/EC.

"Data Subject" shall mean the person to whom the Personal Data relates.





"EEA" shall mean the European Economic Area.

"Exhibit" means this Data Processing Exhibit forming part of the MSA.

"Personal Data" shall mean any piece of information that is related to an identified or identifiable individual that has been provided by Customer or its Affiliates as Customer Data to enable Workday to Process the data on its behalf.

"Processing or Process" shall mean any operation or set of operations concerning Personal Data, including the collection, recording, organisation, storage, updating, modification, retrieval, consultation, use, dissemination by means of transmission, distribution or making available in any other form, merging, linking as well as blocking, erasure or destruction of Personal Data.

"Service" shall mean the hosted software services performed by Workday as described in the MSA.

"Subcontractor" shall mean an entity engaged by Workday which performs Data Processing which is not an Affiliate of Workday or a Contingent Worker. For the avoidance of doubt, a co-location data center facility is not a Subcontractor under this Exhibit.

2. Data Controller and Data Processor

2.1 Customer and Workday acknowledge that Customer and/or Affiliates qualify as Data Controllers with regard to the Processing of Personal Data in the context of the Service provided by Workday to Customer and its Affiliates.

2.2 Customer and Workday acknowledge that Workday and its Affiliates qualifies as Data Processor with regard to the Processing of Personal Data in the context of the Service provided by Workday to Customer and its Affiliates.

3. Customer Instructions

3.1 Workday shall only Process the Personal Data to the extent necessary to provide the Service to Customer and its Affiliates and only for the purposes - as agreed upon by Customer and Affiliates – as instructed by Customer and in a manner consistent with this Exhibit. The MSA and this Exhibit are Customer's instructions to Workday for Processing of Personal Data.

3.2 Customer acknowledges that Workday is reliant on the Customer alone for direction as to the extent Workday is entitled to Process the Personal Data. Consequently, Workday shall be entitled to relief from liability in circumstances where a Data Subject makes a claim or complaint with regards to Workday's actions to the extent that such actions directly result from instructions received from Customer.

3.3 Throughout the term of the MSA, Workday will, at its election and as necessary under applicable law implementing Article 12(b) of the Data Protection Directive, either (1) provide Customer with the ability to correct, delete or block Personal Data; or (2) make such corrections, deletions, or blockages on Customer's behalf.

4. Mutual obligations

Each party warrants to the other that it will Process the Personal Data in compliance with this Exhibit and will not perform its obligations under this Exhibit in such a way as to cause the other party to breach any of its obligations under this Exhibit.

5. Data location and transfers outside the EEA

5.1 For so long as the U.S.-European Union and U.S.-Swiss Safe Harbor framework ("**Safe Harbor**") are recognized by the European Union as a legitimate basis for the transfer of Personal Data to an entity located in the United States, Workday warrants that it will maintain a current Safe Harbor certification with the U.S. Department of Commerce.



5.2 The Customer shall ensure that the Customer is entitled to transfer the relevant Personal Data to Workday so that Workday and its Affiliates may lawfully use, process and transfer the Personal Data in accordance with this Exhibit on the Customer's behalf.

5.3 During the term of the MSA, Workday agrees that Personal Data will be housed in data centrers located in the United States unless the parties otherwise expressly agree in writing. The parties understand and agree that Customer Data may be accessed from and/or transmitted to countries outside the United States by Workday and its Affiliates in accordance with the terms and conditions of the MSA and this Exhibit and only to the EEA and countries approved as having adequate data protection in place by the European Commission and only for the purposes set out in the MSA, which includes updating the Service; and preventing or addressing service or technical problems. When Customer Data is accessed by Workday or its Affiliates from outside the United States for the purposes set forth above, Customer Data may be temporarily stored in that country; however, the Customer Data will also continue to be stored in a data center in the United States.

6. Security

6.1 Workday shall take and implement adequate technical and organisational measures, as set forth in the attached Appendix, to protect the Personal Data against unauthorized or unlawful Processing of Personal Data and against the accidental loss, destruction, or damage to any Personal Data.

6.2 Workday shall promptly notify Customer of any unauthorized disclosure of Personal Data as required by applicable law and in accordance with the relevant contractual provisions of the MSA.

7. Access requests

7.1 Workday shall promptly notify Customer of: (i) any third party or Data Subject complaints regarding the Processing of Personal Data; or (ii) any government or Data Subject requests for access to or information about the collection or Processing of Personal Data undertaken by Workday in the context of the Service.

7.2 In case of any investigation or seizure of the Personal Data by government officials, a data protection supervisory authority or any law enforcement authority, Workday will promptly notify Customer unless prohibited by applicable law or upon request of law enforcement where such notification would impede an ongoing investigation.

8. Workday personnel

Without limiting the scope of Section 6.1, Workday shall take reasonable steps to ensure the reliability of all its personnel who may have access to the Personal Data.

9. Subcontractors

Workday may use Subcontractors to provide limited services on its behalf in accordance with the terms of the MSA. Any such Subcontractor will be permitted to Process Personal Data only to deliver the services Workday has retained them to provide, and Workday shall procure the Subcontractor does not Process Personal Data for any other purpose. Prior to giving any Subcontractor access to Personal Data Workday shall ensure that such Subcontractor has entered into a written agreement with Workday requiring that the Subcontractor abide by terms no less protective than those provided in this Exhibit. Workday shall identify any Subcontractor which Processes Personal Data and shall make a summary of the data Processing terms available to all of its customers. Workday shall be liable for the acts and omissions of any such Subcontractor to the same extent as if the acts or omissions were performed by Workday.

10. Audit

Customer agrees that Workday's then-current SOC1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO 27001 Certification will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Workday shall make such reports available to Customer. In the event that Customer, a regulator, or data protection authority requires additional information, such information shall be made available in accordance with Workday's Customer Audit Program.



11. Term and termination

This Exhibit shall come into effect on the Effective Date of the MSA and will end simultaneously and automatically with the termination of the MSA.

12. Additional Products

Customer acknowledges that if it installs, uses, or enables Additional Products that interoperate with the Service but are not part of the Service itself, then the Service may allow such Additional Products to access Personal Data as required for the interoperation of those Additional Products with the Service. This Exhibit does not apply to the Processing of Personal Data transmitted to and from such other Additional Products. Such separate Additional Products are not required to use the Service and may be restricted for use as determined by Customer's system administrator.

13. Miscellaneous

13.1. With regard to the subject matter of this Exhibit, the following will apply: in case of contradiction between a stipulation, section or article of this Exhibit on the one hand and a stipulation, section or article of any other agreement, including but not limited to the MSA, on the other hand then the stipulation, section or article of this Exhibit will prevail.

13.2. This Exhibit is part of and subject to the non-conflicting terms of the MSA and shall be governed by the same law and jurisdiction.

13.3 Customer will coordinate all communication with Workday on behalf of its Affiliates with regard to this Exhibit.

13.4 Customer's remedies in respect of any breach by Workday of the terms of this Exhibit will be subject to any aggregate limitation of liability that applies to the Customer under the MSA.



Appendix

Description of the technical and organizational security measures implemented by Workday:

- A. Workday has implemented and maintains a security program in accordance with industry standards which is described in its most recently completed SOC1or comparable industry-standard successor report.
- B. More specifically, Workday's security program shall include:

Access Control of Processing Areas

Suitable measures in order to prevent unauthorized persons from gaining access to the data Processing equipment (namely database and application servers and related hardware) where the Personal Data are Processed. This is accomplished by:

- establishing security areas;
- protection and restriction of access paths;
- securing the data processing equipment and personal computers;
- establishing access authorizations for employees and third parties, including the respective documentation;
- regulations on card-keys;
- restriction on card-keys;
- requiring that access to the data center where Personal Data are hosted is logged, monitored, and tracked; and
- the data center where Personal Data are hosted is secured by a security alarm system, and other appropriate security measures.

Access Control to Data Processing Systems

Suitable measures to prevent their data processing systems from being used by unauthorized persons. This is accomplished by:

- identification of the terminal and/or the terminal user to the systems;
- automatic time-out of user terminal if left idle, identification and password required to reopen;
- automatic turn-off of the user ID when several erroneous passwords are entered, log file of events, (monitoring of break-in-attempts);
- issuing and safeguarding of identification codes;
- dedication of individual terminals and/or terminal users, identification characteristics exclusive to specific functions; and
- access to data content is logged, monitored, and tracked.

Access Control to Use Specific Areas of Data Processing Systems

Restrictions that the persons entitled to use Workday's data processing system are only able to access the data within the scope and to the extent covered by their respective access permission (authorization) and that Personal Data cannot be read, copied or modified or removed without authorization. This shall be accomplished by:

- employee policies and training in respect of each employee's access rights to the Personal Data;
- allocation of individual terminals and /or terminal user, and identification characteristics exclusive to specific functions;
- release of data to only authorized persons;
- control of files, controlled and documented destruction of data; and
- policies controlling the retention of back-up copies.



Availability Control

Suitable measures to ensure that Personal Data are protected from accidental destruction or loss. This is accomplished by:

- infrastructure redundancy; and
- backups of production data stored at an alternative site and available for restore in case of failure of the primary system.

Transmission Control

Suitable measures to prevent the Personal Data from being read, copied, altered or deleted by unauthorized parties during the transmission thereof or during the transport of the data media. This is accomplished by:

- use of adequate firewall and encryption technologies to protect the public gateways through which the data travels;
- certain highly confidential employee data (e.g., personally identifiable information such as National ID numbers, credit or debit card numbers) is also encrypted when stored; and
- monitoring of the completeness of the transfer of data.

Input Control

Suitable measures to ensure that it is possible to check and establish whether and by whom Personal Data have been input into data processing systems or removed. This is accomplished by:

- an authorization policy for the input of data, as well as for the alteration and deletion of stored data;
- authentication of the authorized personnel;
- utilization of user codes (passwords);
- providing that entries to data processing facilities (the data centers housing the computer hardware and related equipment) are capable of being locked;
- automatic log-off of user ID's that have not been used for a substantial period of time; and
- proof established within Workday's organization of the input authorization.

Separation of Processing for different Purposes

Suitable measures to ensure that data collected for different purposes can be Processed separately. This is accomplished by:

• access to data is separated through application security for the appropriate users.

Job Control

• Suitable measures to ensure that Personal Data is Processed strictly in accordance with the instructions of Customer. This is accomplished by granting information to Customer in the form of Workday's then-current SOC1 audit report (or comparable industry-standard successor report) and/or Workday's ISO 27001.



MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into on this ____ day of _____, 20__ between CedarCrestone, Inc., a Delaware corporation with its principal offices at 1255 Alderman Drive, Alpharetta, Georgia 30005 ("Consultant") and South Orange County Community College District ("Customer"), a California community college district with offices at 28000 Marguerite Pkwy, Mission Viejo, CA 92692 ("Client"). Collectively Consultant and Client shall be known as the "Parties."

The Parties agree as Follows:

MASTER TERMS AND CONDITIONS

1. Services Provided by Consultant

Consultant shall provide Client with computer and consulting services ("Services") as specified in a Statement of Work executed by the Parties ("SOW") related to the deployment of Workday HCM, Payroll and Financials ("Workday Services"). Each SOW is a separate and independent contractual obligation from any other SOW. Together, these Master Terms and Conditions and the SOW(s) comprise this Agreement. Each SOW shall, as applicable, specify the type of Services to be performed, any specific tasks to be performed by each Party, location and start and end dates of each assigned Consultant, any applicable deliverables and associated due dates, reporting requirements, documentation requirements, and any relevant acceptance and testing procedures and criteria. The term of this Agreement and any SOW shall not exceed five (5) years total.

2. Fees, Expenses, & Payment

For all Services performed pursuant to a SOW or other request for Services that references this Agreement, Client shall: (i) pay Consultant at the rates explicitly set forth in each SOW or, if not explicitly set forth in such SOW then according to the CedarCrestone Labor and Rates Policy attached hereto as Exhibit B and the Consultant Standard Hourly Rates attached hereto as Exhibit C; (ii) reimburse Consultant for all reasonable travel and living expenses incurred pursuant to the provision of such Services as set forth in each SOW or, if the SOW is silent, in accordance with the CedarCrestone Travel and Expense Billing Policy attached hereto as Exhibit A, and (iii) pay Consultant within thirty (30) calendar days after the date of each twice monthly invoice. Any late payment shall accrue interest at a rate of 1.5% per month or the maximum amount allowed by law, whichever is less. Any payment not drawn on a U.S. or Canadian bank must be made by wire transfer.



3.

3.1 <u>Coordination of Resources.</u> Consultant will work with Client and Workday, Inc. ("Workday") to assess and meet staffing and resource needs for provision of the Services. If Client notifies Consultant that it is dissatisfied with the services of any person supplied by Consultant, Consultant shall try in good faith to promptly resolve any concerns. If Client continues to be dissatisfied with such person, Consultant will remove that person from the situation and will assign a different person to Client's work as soon as possible. Consultant shall have the right to remove or replace an assigned individual with an equally skilled individual in the event such removal or replacement is required due to promotion, leave of absence, illness, or the like. Notwithstanding, Client may not require the replacement of key Consultant personnel assigned to a fixed-fee or not-to-exceed engagement (and identified in the SOW as key personnel) except for issues related to performance or inappropriate behavior.

4. **Obligations of Consultant**

Consultant shall perform or cause to be performed its obligations as set forth in the applicable SOW. All subcontractors hired by Consultant to perform Consultant obligations pursuant to a SOW shall be bound to perform such obligations as if such obligations were being performed by Consultant and Consultant shall be liable for the actions of such subcontractors while performing Services pursuant to this Agreement as if such actions were the actions of Consultant. Consultant may subcontract to an Affiliate. In addition, Consultant shall:

- (a) designate and provide for each SOW one Consultant point of contact who shall be responsible for answering and resolving Client's questions and issues relating to the project(s) described therein; and
- (b) provide sufficient, qualified, knowledgeable personnel capable of performing Consultant's obligations set forth in the applicable SOW; and
- (c) work in conjunction and cooperation with Workday and Client to achieve successful Workday Deployment, including interfacing with Workday on Client's behalf to resolve any issues which arise in the course of the Workday Deployment.

5. **Obligations of Client**

Client shall fulfill its obligations as set forth in the applicable SOW and the following obligations (collectively referred to as "Client Obligations"):

(a) designate and provide for each SOW one Client point of contact who shall be responsible for answering and resolving Consultant's questions and issues relating to the project(s) described therein; and



- (b) provide sufficient, qualified, knowledgeable personnel capable of: (i) performing Client's obligations set forth in the applicable SOW; (ii) participating in the project and assisting Consultant's consultant resources in reviewing Work Product; and (iii) facilitating the search for information and requirements; and
- (c) provide Consultant with reasonable access to Client's facilities during Client's normal business hours and otherwise as reasonably requested by Consultant in order to facilitate Consultant's performance of the Services set forth in each SOW; and
- (d) provide Consultant with such reasonable working space, equipment, office support (including but not limited to analog phone lines for dial up capabilities, digital or analog phone lines for long distance and local calls related to the provision of Services, internet access of the same speed and quality as is provided to Client's employees, photocopying equipment, and the like), and adequate environment for Consultants, so that they can conduct efficient analytical work and hold meetings with Client personnel and/or other Consultant personnel, all as Consultant may reasonably request; and reasonably cooperate with Consultant as may be set forth in the applicable SOW to facilitate Consultant's performance of the Services set forth thereunder.

6. SOW Change Order Process

If Consultant is performing services on an hourly basis and Client wishes to add services or extend the engagement, Client may so request in writing to Consultant, which may be via e-mail. If Consultant is not able to accommodate the request, it will so notify Client. Hourly rates shall be in accordance with CedarCrestone Labor and Rates Policy attached hereto as Exhibit B and the Consultant Standard Hourly Rates attached hereto as Exhibit C.

If the District desires to change the Services to be provided pursuant to a SOW, the following process shall be followed:

- (a) Consultant will prepare an amendment for Client's review documenting the change, including relevant information such as additional resources required, revised end-dates, and additional fees, if applicable.
- (b) When Consultant and Client have agreed on the contents of the change order, both Parties shall so indicate, either by signing the change order or transmitting approval of the change order via fax, email, or other electronic means.
- (c) Once a change order has been agreed to in such manner by the Parties, it shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the applicable SOW.



7. Ownership and Proprietary Rights

- 7.1 Ownership of Pre-existing Materials. Client acknowledges and agrees that Consultant is the sole and exclusive owner of all rights, including but not limited to all patent rights, copyrights, trade secrets, trademarks, and other proprietary rights in the systems, programs, specifications. user documentation, and other materials used by Consultant in the course of its provision of services hereunder which were in existence prior to the execution of this Agreement (collectively "Consultant's Materials"). Client also acknowledges and agrees that in entering into this Agreement, Client acquires no intellectual property rights in Consultant's Materials. Client shall not copy, transfer, sell, distribute, assign, display, or otherwise make Consultant's Materials available to third parties, except as required under the California Public Records Act, (Gov. Code § 6250 et seq.) or as otherwise set forth herein. Client may use Consultant's Materials for the purposes authorized herein.
- 7.2 Ownership of Tangible Work Product. The tangible property and work products created by Consultant pursuant to this Agreement, that are based, in whole or in part, upon Consultant's pre-existing materials (as demonstrated by Consultant's records) shall belong to the Consultant, excluding any Client data, defined as any data provided by Client to Consultant including Confidential Information and Private Data, incorporated into such tangible property or work products. The tangible property and work products created by Consultant pursuant to this Agreement that are not based upon Consultant's pre-existing materials ("Work Product") shall belong to Client, provided however that Client grants to Consultant a perpetual, non-exclusive, royalty free, non-transferable, non-assignable right and license to re-use and/or share such Work Product (excluding any Client data included therein) for the benefit of any higher education and/or public sector agency.
- 7.3 <u>Ownership of Data Processing Know-how</u>. Client recognizes that Consultant's business depends substantially upon the accumulation of learning, knowledge, data, techniques, tools, processes, and generic materials that it utilizes and develops in its client engagements. Accordingly, to the extent material that is used in, enhanced, or developed in the course of providing Services hereunder is of a general abstract character, or may be generically re-used, and does not contain Confidential Information of Client, then Consultant will own such material including, without limitation: methodologies; delivery strategies, approaches and practices; generic software tools, routines, and components; generic content, research and background materials; training materials; application building blocks; templates; analytical models; project tools; development tools; inventions; solutions and descriptions thereof; ideas; and know-how (collectively "Know-

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how").To the extent such Know-how is contained or reflected in the Work Product, Consultant hereby grants Client a fully paid up, perpetual license to use such Know-how only for its internal business. Client will not sublicense or sell Know-How to any third party, and will not use or exploit the Know-How to compete with the information technology and consulting business of Consultant.

8. **Confidentiality**

The Parties acknowledge and agree that in the course of performing under this Agreement, each will disclose to the other trade secrets and other confidential information, including Know-how labeled as confidential by Consultant and Private Data as defined in Section 15.1 ("Confidential Information") relating to each Party's business. Each Party agrees not to disclose the Confidential Information of the other to any third party and to treat it with the same degree of care as it would its own confidential information. Each Party further agrees not to disclose the Confidential Information of the other to any employees other than those with a need to have access to it, and to instruct those employees on the need to maintain the confidentiality of the Confidential Information. The Parties acknowledge and agree that failure to abide by these confidentiality obligations would constitute a material breach hereof, and would irreparably harm the non-breaching Party, and that the aggrieved Party shall be free, in addition to other relief, to seek injunctive relief to cure or prevent any such breach or further breach, without need of posting a bond. Confidential Information will not include information that: (i) is or becomes publicly available through no wrongful act of the receiving Party; (ii) was lawfully obtained by the receiving Party from a third party; (iii) was previously known to the receiving Party without any obligation to keep it confidential; (iv) was independently developed by the receiving Party without the use of or reliance upon the Confidential Information of the disclosing Party or (v)is required to be disclosed pursuant to any applicable legal requirement or legal process issued by any court or any competent governmental authority or rules or regulations of any relevant regulatory body, including, but not limited to, disclosure under the California Public Records Act, (Gov. Code § 6250 et seq.). It is understood that the Client is subject to the California Public Records Act. If a request under the California Public Records Act is made to view Consultant's Confidential Information, Client shall notify Consultant of the request and the date that such records will be released to the requester unless Consultant obtains a court order enjoining that disclosure. If Consultant fails to obtain a court order enjoining that disclosure, the Client will release the requested information on the date specified.

9. Warranty and Warranty Exclusions

Consultant warrants that (a) the services it provides hereunder will be performed in a professional and workmanlike manner in accordance with industry standards; (b) it has the authority to enter into this Agreement; (c) it will perform the Services in a manner that complies with all applicable laws and regulations and (d) it is familiar with Workday techniques, requirements, policies and procedures, has the skill and experience



to employ such techniques and meet such requirements according to Workday policies and procedures, and has previously successfully deployed Workday HCM, Payroll and Financials services. Client agrees that all development work performed under this Agreement using third-party proprietary development and integration tools shall be subject to the limitations, if any, of Client's license agreements with such other thirdparty software vendors. CONSULTANT DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS AND IMPLIED WARRANTIES CONCERNING ITS SERVICES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING UNDER STATUTORY OR COMMON LAW.

10. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF A POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S LIABILITY HEREUNDER, EXCLUDING CLIENT'S PAYMENT OBLIGATIONS UNDER THE SOW, EXCEED THE GREATER OF ONE MILLION DOLLARS OR THE AMOUNT PAID UNDER THE SOW PURSUANT TO WHICH LIABILITY AROSE, WHETHER ARISING OUT OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, ANY OTHER TORT, INCLUDING INTENTIONAL TORTS, OR ANY OTHER CAUSE OF ACTION. NOTWITHSTANDING THE ABOVE, NOTHING IN THIS LIMITATION OF LIABILITY SHALL LIMIT OR NEGATE ANY INDEMNITY AND INSURANCE REQUIREMENTS SPECIFIED IN THIS AGREEMENT.

11. Trademarks/Service Marks

The Parties acknowledge and agree that: neither Party shall hereby gain rights in any trademarks or service marks ("marks") used in connection with the business of the other; neither shall use such marks of the other without written consent; and neither shall alter the marks or other proprietary legends made in connection with the marks of the other Party.

12. **Termination**

Client may terminate this Agreement or any SOW at any time without cause by giving Consultant written notice of termination; provided that: (i) all fees due under this Agreement and all SOWs for Consultant services performed through the date of termination shall be paid by Client to Consultant upon the effective date of such termination; (ii) Client shall not be due any refund or credit; and (iii) in the event that this Agreement is terminated, all SOWs thereto shall be simultaneously terminated with this Agreement. Client agrees to provide Consultant with a minimum of ten (10) business days advance notice of an unscheduled SOW termination or staffing reduction. In the event Client provides less than ten (10) business days' notice, Consultant reserves the right to invoice Client for sixteen (16) hours of consulting services per consulting



resource released. In the event of suspension, termination or staffing reduction, Client shall also be responsible for all non- refundable advance purchase airline tickets scheduled within ten (10) business days prior to notification of the suspension, termination or staffing reduction. Consultant may terminate or suspend performance upon Client's breach of contract, including breach arising from non-payment of fees due, which exceed \$250,000; Client's failure to timely comply with its obligations under any SOW; or Client's failure to accept properly performed services by signing Acceptance Certificates pursuant to any SOW within ten (10) days of receipt. Either Party may unilaterally terminate this Agreement for cause, meaning a material breach which remains uncured for more than ten (10) business days following written notice by the other Party. In the event of a termination for cause by Client, Client shall be entitled to a prorated refund of any advanced payments from the effective date of the termination up to the end of the term for which advance payment was made and Consultant shall be entitled to payment for services satisfactorily rendered to the date of termination.

In any termination, Contractor shall cooperate with the Client to provide access to Client data, and Contractor shall not limit access or remove Client data, during the termination process. 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.

13. **Dispute Resolution**

13.1 Except for actions for injunctive relief, the Parties will attempt to resolve any disputes that arise out of or in connection with this Agreement through good faith negotiation. If a dispute arises, the Client Project Manager and the Consultant Account Executive shall first try to resolve it. If the dispute is not resolved within 10 business days, either Party may escalate the dispute by contacting, in the case of Consultant, Brian Fees, CFO (telephone 888-745-3545 or Brian.Fees@Sierra-Cedar.com) or in the case of Client, Dr. Debra Fitzsimons, Vice Chancellor of Business Services (telephone 949-582-4664 or <u>dfitzsimons@socccd.edu</u>)

These Parties shall attempt to resolve the dispute by mutual agreement.

If the dispute has not been resolved within 7 days after either Party escalates the process, either Party may initiate non-binding mediation by sending notice in writing to the other Party identifying the issues in dispute and requesting that they be resolved through mediation and proposing a neutral mediator. The Party receiving the request for mediation shall have 3 business days after receipt of the request to accept or reject the mediation request and to respond to the initiating Party's suggestion of a mediator.

If the request for mediation is rejected or the dispute has not been resolved within 30 business days following the date of the request for mediation or such other date as is agreed upon by the Parties, either Party may move forward to resolve the dispute in the courts of Orange County, California.

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13.2 **Continued Performance During Dispute.** In the event that a dispute arises between Client and Consultant, Consultant expressly agrees to continue to perform its obligations under this Agreement during the pendency of the dispute so long as the amount in dispute does not exceed \$250,000. Each Party agrees to the other that it shall diligently and in good faith attempt to resolve any disputes which may arise.

14. Indemnification

<u>General Indemnity</u>. Consultant agrees to and does hereby indemnify, hold harmless and defend the Client 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 ("Damages"), arising from any act, neglect, default, or omission of Consultant or anyone for whose conduct Consultant is responsible arising from (a) a third party claim arising from any personal injury to or death of any person(s), or damage to or loss of any tangible property; (b) Consultant's breach of confidentiality obligations under this Agreement; or (c) employee claims brought by Consultant's employees.

Intellectual Property Indemnity. Consultant shall indemnify, defend, and hold harmless Client, its officers, agents, and employees against all Damages resulting from any judgment or proceeding in which it is determined or any settlement contract approved by Consultant arising out of the allegation, that Consultant furnishing or supplying District with goods, components, programs, practices, or methods under this Agreement or the Client's use of such 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. Client acknowledges that Consultant makes no representations regarding and accepts no intellectual property indemnification obligation with regard to any third party commercially available software.

With regard to intellectual property infringement, Consultant shall have no liability to indemnify for any claim based on: (a) use of Consultant Work Product outside the scope of this Agreement and/or a Statement of Work; or (c) any modification by Client of the Work Product not made or authorized in writing by Consultant.

The foregoing shall not apply unless Client has informed Consultant as soon as practicable of the suit or action alleging such infringement. Client retains the right to participate in the defense against any such suit or action. Client 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.

15. **Protection of Client Data**

15.1 <u>Private Data</u>. Private data and information ("Private Data") includes paper and electronic student, faculty and staff information supplied by Client, as



well as any data provided by Client students, faculty and staff to Consultant, which is protected by federal and state law, including but not limited to, 20 U.S.C. section 1232(g) and Education Code sections 49060, *et seq.*, Family Education Rights and Privacy Act ("FERPA"). Consultant certifies that it is familiar with all federal and state laws, as well as any other applicable requirements for the storage and transmission of Private Data and that Consultant will comply with all such requirements. Consultant acknowledges that the Agreement allows the Consultant access to Private Data.

- 15.2 <u>Prohibition on Unauthorized Use or Disclosure of Private Data</u>. Consultant agrees to hold Private Data in strict confidence. Consultant shall not use or disclose Private Data received from or on behalf of Client except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Client. Consultant agrees that it will protect the Private Data it receives from or on behalf of Client according to commercially acceptable standards and no less rigorously than it protects its own confidential information.
- 15.3 <u>Return or Destruction of Private Data</u>. Upon termination, cancellation, expiration or other conclusion of the Agreement, Consultant shall return all Private Data to Client, or if return is not feasible as determined by Client in written notice to Consultant, destroy any and all Private Data.
- 15.4 <u>Client Remedies</u>. If Client reasonably determines in good faith that Consultant has materially breached any of its obligations under this Article, Client, in its sole discretion, terminate the Agreement immediately if cure is not possible. Client shall provide written notice to Consultant describing the violation and the action it intends to take.
- 15.5 <u>Maintenance of the Security of Electronic Information</u>. Consultant shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Private Data received from or on behalf of Client or its students. These measures will be extended by contract to all subcontractors used by Consultant.
- 15.6 <u>Reporting of Unauthorized Disclosures or Misuse of Private Data</u>. Consultant, within one business day of discovery, shall report to Client any use or disclosure of Private Data not authorized by the Agreement or in writing by Client. Consultant's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Private Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Consultant has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action Consultant has taken or shall take to prevent future similar unauthorized use or



disclosure. Consultant shall provide such other information, including a written report, requested by Client.

- 15.7 <u>Transmission of Data outside the United States</u>. Consultant is a U.S. based company. Any work or transmission or storage of data covered under this Agreement outside the United States is subject to prior written authorization by the Client.
- 15.8 <u>Indemnity</u>. Consultant shall indemnify, defend and hold Client harmless from all claims, liabilities, damages or judgments involving a third party, including Client's costs and attorney's fees, which arise as a result of Consultant's failure to meet any of its obligations under this Section.

16. General

16.1 <u>Notices</u>. Any notices required hereunder shall be deemed received five days after mailing by certified mail, return receipt requested, or upon delivery by overnight courier with proof of delivery to the following addresses:

If to Consultant:	If to Client:		
CedarCrestone, Inc.	South Orange County Community College District		
Attn. CFO	Attn: Dr. Debra Fitzsimons, Vice Chancellor of Business Services		
1255 Alderman Drive Alpharetta, GA 30005	2800 Marguerite Pkwy Mission Viejo, CA 92692		

- 16.2 <u>Venue: Choice of Law</u>. Any litigation brought related to this Agreement shall, if brought by Client, be brought in Orange County, California and, if brought by Consultant, be brought in the county and state of Client's address set forth herein. This Agreement shall be governed by and construed according to the internal laws of the state in which suit is filed. Any action for injunctive relief hereunder shall be brought in the federal or state courts in Orange County, California.
- 16.3 <u>Attorneys' Fees.</u> In the event of any litigation between the Parties hereto relating to the interpretation or enforcement of any of the terms of this Agreement, the successful Party therein shall be entitled to its reasonable costs and attorneys' fees, all of which shall be included in the judgment rendered in such litigation.



- 16.4 <u>Relationship of Parties</u>. This is an agreement for professional services. The Parties hereto are independent of one another and both agree that no agency, employment, franchise, or other relationship exists between the parties. Neither Party shall have the authority to bind the other with respect to third parties or in any other manner.
- 16.5 <u>Severability</u>. If any provision of this Agreement is held to be unenforceable or invalid, in whole or in part, then all of the remaining provisions shall nevertheless continue in full force and effect.
- 16.6 <u>No Assignment</u>. Neither Party may assign this Agreement or the rights granted hereunder without the prior written consent or the other, except that a Party may assign this Agreement to any successor to the business of the party by merger, consolidation, or sale of assets or to any corporation controlling, controlled by, or under common control with the Party and Consultant may assign its right to receive payment hereunder.
- 16.7 Payment. Client shall pay for services by electronic funds transfer or by check, at Client's discretion.
- 16.8 <u>No Third Party Beneficiaries</u>. This Agreement is made and entered into for the sole benefit of the Parties hereto. Both Parties acknowledge and agree that none of the rights or obligations granted or undertaken herein shall inure to the benefit of any third parties.
- 16.9 <u>Insurance</u>. Consultant agrees that it shall maintain at least the following minimum levels of insurance and upon Client's request shall cause a Certificate of Insurance to be issued and mailed to the Client.

Type of Insurance:	Policy Limits:
General Liability	\$1,000,000 each occurrence and \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Excess Liability Insurance	\$7,000,000 each occurrence and aggregate
Workers Compensation and Employer's Liability	State minimum for each state where work is performed
Errors and Omissions	Not less than \$5,000,000

Mailing Address for Certificate of Insurance:

South Orange County Community College District

Attn: Dr. Debra Fitzsimons, Vice Chancellor of Business Services



2800 Marguerite Pkwy

Mission Viejo, CA 92692

16.10 Schedules, Exhibits and Attachments. These terms are used interchangeably and refer to the following referenced documents:

Reference	Description
Α.	CedarCrestone Travel and Expense Billing Policy
В.	CedarCrestone Labor and Rates Policy
C.	Consultant Standard Hourly Rates
D.	Reserved
Ε.	Reserved
F.	Reserved
G.	Reserved

- 16.11 <u>Force Majeure</u>. Either Party shall be excused from performance hereunder for any period such Party is prevented from performing any services pursuant hereto in whole or in part as a result of any act of God, war, earthquake, fire, flood, storm, civil disobedience, court order, labor dispute, or other cause beyond such Party's reasonable control. Such non-performance shall not constitute grounds for termination or default.
- 16.12 Entire Agreement. This Agreement shall constitute the entire Agreement between the Parties hereto and supersedes all prior agreements and/or representations between the Parties relating to the subject matter hereof. The Parties acknowledge and agree that they have not relied upon any representations not set forth herein in entering into this Agreement. Both parties have had the opportunity to have this Agreement reviewed by competent counsel. Any change or amendment to this Agreement must be in writing and signed by both Parties in order to be effective. No omission or delay by Consultant or Client to enforce any right or remedy under this Agreement shall be a waiver of such right or remedy. No terms, provisions, or conditions of any purchase order will have any effect on the obligations of the Parties under or otherwise modify this Agreement.
- 16.13 <u>No Conflict</u>. Consultant and Client each represent and warrant that execution and performance of this Agreement does not and will not violate, conflict with, or constitute a default under any contract, commitment, arrangement, understanding, agreement, or restriction, or any adjudication, order, injunction, or finding of any kind by any court or agency to which Consultant or Client respectively is bound.



- 16.14 <u>Electronic documents.</u> The Parties agree to treat facsimile or electronic copies of documents as binding on the Parties in the same manner and to the same degree as original versions of the same documents.
- 16.15 <u>Time is of the Essence</u>. Time is of the essence of all terms, covenants and conditions of this Agreement and except as otherwise provided herein, all of the terms, covenants and conditions of this Agreement shall apply to, benefit and bind the successors or assigns of the respective Parties, jointly and individually. Notwithstanding, the Parties acknowledge that the services to be provided are interactive in nature, such that delay by one Party may cause the other Party to be unable to meet an agreed upon timetable. No such delay will violate this time is of the essence provision.
- 16.16 <u>Good Faith Negotiations and Independent Representation</u>. The Parties hereto acknowledge and agree that they have negotiated the terms of this Agreement in good faith and had the opportunity to be represented by independent counsel throughout all negotiations, which preceded the execution of this Agreement.
- 16.17 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.
- 16.18 <u>Compliance with Applicable Laws</u>. The Services completed herein 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.
- 16.19 <u>Permits/Licenses</u>. 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.
- 16.20 <u>Taxes</u>. 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 excise, transportation, privilege, occupational and other taxes applicable to furnish the work performance hereunder (other than sales and use taxes, which shall be the responsibility of Client) and shall save Client harmless from liability for any such contributions, premiums, and taxes for Consultant's employees and sub-contractors, if applicable.
- 16.21 <u>Use of Customer Name</u>. Pursuant to Education Code section 71025, Consultant shall not, without the express written permission of the Board of



Governors of the California Community Colleges or authorized agent, use the name, or any abbreviation of it, or any name of which these words are a part in any of the following ways to imply, indicate or otherwise suggest that any organization, or any product or service of that organization, is connected or affiliated with, or is endorsed, favored or supported by, or is opposed by one or more California Community Colleges, the Board of Governors of the California Community Colleges, or the office of the Chancellor of the California Community Colleges.

IN WITNESS WHEREOF, the Parties acknowledge that they have each read the terms hereof and that in signing below, they agree to all of said terms.

CedarCrestone, Inc.	South Orange County Community College District
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



EXHIBIT A

CEDARCRESTONE TRAVEL AND EXPENSE BILLING POLICY

The following are CedarCrestone's policies for consultant travel and expenses:

Actual Costs:

All travel and living expenses (with the exception of per diem meal allowances) are billed at the actual costs incurred, with receipts for such costs retained by CedarCrestone in accord with IRS guidelines.

Airfare:

Client is responsible for the cost of round trip coach airfare. Consultants purchase airline tickets as early as possible consistent with Client schedules in order to obtain a reasonable fare. Discounted fares are normally non-refundable. Client assumes the cost of any penalties due to cancellations as a result of Client's changes in consultants' schedules. CedarCrestone assumes the cost for any penalties arising from CedarCrestone requested schedule changes.

Lodging:

Consultants acquire lodging consistent with business travel rates for the area of Client's offices. Consultants use the lower of CedarCrestone's or Client's corporate rate at designated national brand hotels whenever possible.

Per Diem:

Meal expenses are calculated on a per diem basis using the allowed rate for a specific local or metropolitan area under the General Service Administration ("GSA) tables applicable to Federal employees traveling at government expense. GSA publishes Continental US (CONUS) per diem tables for each local or metropolitan area annually on October 1. The per diem rate includes all meals, meal tips, and incidental expenses. The per diem rate is prorated for partial days of travel away from home according to the GSA guidelines. Refer to the GSA website for per diem rates at <u>www.gsa.gov/perdiem</u>, and the meal per diem breakdown at <u>www.gsa.gov/mie</u>. Foreign Per Diem Rates can be found at <u>http://aoprals.state.gov/web920/per_diem.asp</u>.

Car Rental:

Car rental is for a four-door mid-sized car. Consultants attempt to share transportation whenever possible.



EXHIBIT A

Taxis/Trains:

Client is billed for the cost of taxi, bus, shuttle, or train fare to Client's offices. Consultants attempt to use the most cost and time effective means for commuting to the Client's site.

Parking/Tolls:

Client is billed for the cost of parking and tolls associated with transportation to and from the Client's site, as well as airport parking and mileage to and from the airport.

Mileage:

Mileage is billed at the current published IRS mileage rate.



LABOR AND RATES

BILLABLE TIME POLICY

The following are CedarCrestone's policies with respect to consultant time billable to Client:

Hours Worked:

Consulting support is billed on a time and material basis, based on the actual hours worked on Client matters, whether performed onsite or offsite. Client matters exclude time devoted to submission of time and expense reports and similar internal administrative functions.

Consultants maintain a daily timesheet of all hours worked with a brief designation of the nature of work performed for that day. Hours are logged to the nearest quarter of an hour.

For ad hoc consulting engagements, in which a consultant is brought in for a one or two day assignment, a minimum of eight (8) hours per day will be charged unless prior arrangements have been made for part time work.

Lunch Time:

Client will not be billed for consultants' lunch time, unless work or business is conducted during that time.

CEDARCRESTONE STANDARD RATES & PAYMENT

Payment of any invoice sent by CedarCrestone shall be due 30 days after the invoice is received. Invoices shall issue twice monthly. Remittance shall be made to the address designated on the invoice or to the following lockbox address:

CedarCrestone, Inc. PO Box 402521 Atlanta, GA 30384-2521



Standard Hourly Rates CedarCrestone services shall be invoiced at the rates specified pursuant to a given SOW. or, if unspecified, at the Standard Hourly Rate set forth in this Exhibit. Standard Hourly Rates are set out in the table below.

Consultant Level	Support Level	Hourly Rate
Project Implementation Advisor		\$250 plus
Functional Implementation Advisor		\$250 plus travel
Technical Implementation Advisor		\$250 plus

Compensatory Tax. CedarCrestone shall not assign staff for a duration or manner that will result in staff travel expenses being deemed compensatory for tax purposes. District acknowledges that this may limit the availability of specific staff to periods of one year in duration.

EXHIBIT D 61 of 96

South Orange County Community College District

Statement of Work for Deployment Services: Workday HCM, Payroll and Financials

January 28, 2014



CedarCrestone, Inc.

1255 Alderman Drive Alpharetta, GA 30005 Higher Education Practice Tim.Adams@cedarcrestone.come

970-301-2180 – Cell 678-690-1303 – Fax

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Statement of Work Workday Deployment Consulting Services December 1, 2013

This Statement of Work is executed under the terms and conditions of the Master Services Agreement dated January 28, 2014 between **South Orange County Community College District** ("SOCCCD) and **CedarCrestone, Inc.** ("CedarCrestone"), which is incorporated herein by reference (the "Agreement"). In the event of a conflict in terms between this Statement of Work and the Agreement, the terms of this Statement of Work shall prevail. All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement. Any specification, design, user requirements document, installation checklist, etc., attached hereto and explicitly referenced herein shall be part of this Statement of Work, provided such documents are in writing and signed by an authorized representative of each party.



1. SCOPE

The scope of this Statement of Work is for Services on a Time and Materials basis to provide consulting services including: Project Leadership, Configuration, Business Process Design, Tenant Build, Integrations Development, Change Management and Support for the Workday Human Capital Management (HCM), Workday Payroll Interface and Workday Financials. These services will span approximately eighteen months (18) from the start date. The deployment is executed as one project including: Human Capital Management, Payroll and Financials. These services include stages of the implementation as defined in the Workday Implementation Methodology

This Statement of Work is based upon the Request for Proposal provided by the SOCCCD as well as additional discussions with the SOCCCD staff and leadership. The overall objective of this project is to implement Workday's HCM, Payroll Interface and Financials and bridge the gap between SOCCCD's current state and future state as it relates to business processes, software, application technology, interfaces, and custom processes. Workday applications will be deployed over two (2) phases as outlined below:

PHASE 1- WORKDAY HCM AND PAYROLL

- Human Resources
- Compensation
- Benefits
- Absence Management
- Time Tracking
- Payroll Cloud Connect / Interface
- Talent Management

This phase will also include the financial data model design.

PHASE 2-WORKDAY FINANCIALS

- Financial Accounting
- Customer Accounts
- Supplier Accounts
- Business Assets
- Projects
- Expenses
- Procurement
- Banking and Settlement
- Grants
- Endowments

The services provided in each phase will include stages of the deployment as defined in the

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Workday Accelerated Deployment Methodology:





As described in the Request for Proposal, there are several features and functions which will be included in the implementation. Those items include:

1.1. WORKDAY HCM AND PAYROLL FUNCTIONAL SCOPE

Hu	man Capital Management (HCM)
Co	mpensation
Bei	nefits
Pay	yroll Cloud Connect
Ab	sence Management
Tin	ne Tracking
Tal	lent Management
Sta	andard Reports

Product/Functionality:

CedarCrestone will design and configure generally available functionality as prioritized by SOCCCD. The configuration of each component listed above will be prioritized and designed during the initial stages of the project. It is assumed one business framework will be used throughout the institution.

FUNCTIONAL AREA	SCOPE DESCRIPTION
Core HR	Setup including tenant configuration for 1 country.
Organizations	Supervisory Org Set-up, 5 Companies,, up to 500 Cost Centers, up to <i>5</i> Pay Groups, up to 5 Regional or Business Unit Org Structures, and up to 15 Custom Org Types (for example: committees, councils, senate).
Higher Education	Academic Appointment tracking for Full Time Faculty, Adjuncts and Academic Affiliates
Jobs and Positions	One staffing models, up to 650 Job Profiles. Assumes up to 7 Job Families (based on Employee Type), and 1 Management Level Hierarchy.
Configurable Security	Includes assignment of Roles to business processes and assignment of Workers to Roles. Configuration of up to 5 custom security roles.
Compensation	Includes USD currency only. Up to 12 Comp Grades and Profiles, and up to 10 Allowance Plans. Includes the configuration of Activity Pay. Bonus plans, Stock plans, and Merit plans are not required.



Benefits	Includes up to 4 Benefit Groups, up to 25 Benefit Plans, up to 10 Eligibility Rules, and up to 5 Passive Events.
Unions	Includes 3 Unions
Payroll	Payroll setup to integrate with County payroll system. Setup will include 1 FEIN, up to 80 earnings and deductions codes, CA state only. Includes up to 3 parallel tests.
Absence	1 PTO plan, up to 20 non-accruing time off plans, and up to 4 accruing time off plans.
Time Tracking	Includes 5 employee subsets entering time. Assumes up to 20 time codes.
Talent / Performance Management	Up to 7 performance plans and 1 performance improvement plan. Assess Talent and Succession Planning are not required.

1.2. WORKDAY FINANCIALS FUNCTIONAL SCOPE

Financial Accounting
Customer Accounts
Supplier Accounts
Cash Management
Expenses
Procurement
Business Assets
Project and Work Management
Grants Management
Endowments
Standard Reports

Product/Functionality:

CedarCrestone will design and configure generally available functionality as prioritized by SOCCCD. The configuration of each component listed above will be prioritized and designed during the initial stages of the project. It is assumed one business framework will be used throughout the institution.

FUNCTIONAL AREA	SCOPE DESCRIPTION
Financial Accounting	1 country Standard account set complexity.
	Assumes: 50,000 to 1,000,000 journal lines per year 1 Posting Rule Set 1 Control Rule Set 1 year of detailed journal history, up to 10 recurring journals, up to 25 allocations.



Customer Accounts	Approximately 45 customers Sales tax or VAT calculated when applicable. Standard revenue recognition process complexity. Includes configuration accruals when invoice received.
Customer Contracts	Not currently used but will be include in scope for future use. Assumes up to 20 customer contracts
Supplier Accounts	Assumes up to 100 suppliers plus students as needed. Includes configuration of three-way matching. Sales tax or VAT
Cash Management	Up to 5 financial institutions and bank accounts (Wells Fargo, Morgan Stanley, County Treasury, LAIF, Citi National) Preprinted or blank check stock ACH integration with bank SFTP or BAI2 bank reconciliation
Expenses	Potential CalCard integration.
Procurement	Up to 5 PunchOuts (potentially configure for OfficeMax, Dell, CDW, Fischer). Assumes: up to 10 supplier contracts, purchasing agreements and supplier catalogs.
Business Assets	14,000 business assets 1 asset book 1 depreciation method Some leased assets e.g. copy machines.
Project and Work Management	Assumes: up to 200 projects, project description, Project Manager assignment, project plans, 3 project templates, project timesheet
Grants	Assumes up to 100 grants One object class set and mapping 3 basis types One standard rate agreement Centralized billing, collection, and cash application Integrations to pre-award system not included - awards set up directly in Workday
Configurable Security	Includes assignment of Roles to business processes and assignment of Workers to Roles. Configuration of up to 5 custom security roles.

1.3. CHANGE MANAGEMENT AND TRAINING

CHANGE MANAGEMENT

Change Ambassador Readiness and Engagement Readiness Assessment Using the PACT™ Stakeholder Analysis Transformation Strategy Communication Plan Impact Assessment

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CedarCrestone leads the Transformation Team in the deployment of three PACT[™]/Change Readiness Assessments in each project stage. The CedarCrestone consultant works with SOCCCD's Transformation and PACT[™] Design Team to prepare the PACT[™]/Change Readiness Assessment that is used to evaluate the level of organizational and individual readiness for change. The assessments are deployed in the Plan, Configure & Prototype, and Deploy stages.

The SOCCCD and CedarCrestone Transformation and Communication Leads will jointly prepare for and conduct the following activities:

Change Ambassador Team – these individuals play a critical role by facilitating communication in their respective functional areas and throughout the organization. This team assists with end user communications and change management activities.

Stakeholder Analysis – identifies SOCCCD's target audiences and the specific information requirements for each audience.

Transformation Strategy – identifies and conveys the specific goals and objectives for addressing the change and continuity challenges and opportunities for SOCCCD's Workday Project.

Communication Plan – identifies the requirements for each audience type (stakeholder) and how requirements will be achieved. This comprehensive plan will address the unique requirements of SOCCCD's diverse user population. Sections of the plan may be designed and developed to address each of SOCCCD's user communities so that the respective Change Ambassadors may effectively and efficiently oversee delivery of each required communication event.

Impact Assessment – identifies the impacts of the Workday solution on SOCCCD's user population. The results are incorporated into the Communication and Training Plans and resulting activities will be delivered to help users transition to the new structure in a manner that imposes the least amount of disruption to the organization, and to support SOCCCD's readiness for deployment. As part of the impact assessment, new and/or changed organizational roles are mapped and existing gaps are reviewed with the Human Resources department; appropriate actions are determined, along with an implementation plan agreed upon that will close the gaps.

TRAINING

High Level Training Strategy
Training Needs Assessment
Training Strategy
Training Curriculum
Workday Adoption Toolkit
Pilot Training
Training Delivery
Ongoing Training Strategy

The SOCCCD and CedarCrestone Transformation and Communication Leads will jointly prepare for and conduct the following activities:

High-Level Training Strategy – is designed and documented to convey the general training requirements for SOCCCD's user community.

Training Needs Assessment – training needs are determined by completing an assessment of the organization and evaluating the design scope of the Workday project and the impact on the user community. This assessment feeds into the overall Training Strategy.



Training Strategy – the Training Strategy outlines the training methods for each user group along with timelines and deliverables. Included is the identification of SOCCCD users who will perform in the role of a trainer and provide support for users.

Training Curriculum – the curriculum outlines the specific courseware that will be deployed and the method in which it will be delivered.

Workday Adoption Toolkit – this collection of tools and resources is designed to jump-start the Workday rollout and enable SOCCCD to quickly train users on the product. The kit provides customizable materials that can be used out of the box with little customization, or act as the cornerstone of a larger training development plan.

With support from CedarCrestone, SOCCCD will prepare for and conduct the following activities:

Pilot Training – the purpose of Pilot Training is to validate that the training materials and delivery meet SOCCCD's requirements and to give the trainers an opportunity to deliver the training to a small group of end users and make modifications before delivering training to the larger end user community.

Training Delivery – training delivery methods may vary by audience and needs. The role in the organization and the changes to business process for that role will determine the scope of training.

Ongoing Training Strategy – after Workday is deployed, there is still a need for training – both for new users and to accommodate new functionality with each Workday release. Identifying trainers or super users to provide support and knowledge is one key to sustaining the success of training.

1.4. INTEGRATIONS

Integrations for this project will be built using Workday integration tools such as Workday Cloud Connect, Enterprise Interface Builder (EIB) or Workday Studio.

SOCCCD will own the integration platform. SOCCCD will be responsible for designing, building, testing, deploying and supporting all Custom Integrations. CedarCrestone will also provide a Technical Lead to work in unison with the SOCCCD Technical Lead to provide oversight on technical activities including integration development.

This SOW includes 1,160 hours of integrations support for Phase 1 - HCM and 500 hours of integrations support for Phase 2 - Financials. The list of integrations inventory below is the target of the hours allotted.

Phase 1

- SIS Faculty Demo Data (from Workday)
- SIS Time and Attendance (into Workday)
- SIS Student Worker (from Workday)
- SIS Student AR (into Workday)
- PeopleAdmin (into Workday)
- PeopleAdmin (from Workday)
- Orange County Department of Education Payroll (from Workday)
- Orange County Department of Education Compensation (into Workday)
- BlueShield of California (from Workday)
- Delta Dental (from Workday)

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• VSP (from Workday)

Phase 2

- Tidemark / Questica (from Workday)
- Tidemark / Questica (into Workday)
- Orange County Department of Education GL (into Workday)
- Positive Pay file to County for Accounts Payable (from Workday)

1.5. DATA CONVERSIONS

Phase 1 data migrations include

- Organizations
- Active Employee Data
- Termination Data for current year and prior year
- Active Contingent Worker Data
- PTO Balances
- Payroll year to date balances (if go-live is not the start of the calendar year)

Phase 2 data migrations include

- Beginning Balance for financial accounts
- Business Assets assets in place as of current year
- Active Customers
- Customer Contracts partially executed contracts at time of conversion
- Active Suppliers
- Supplier Contracts partially executed contracts at time of conversion
- Projects open projects at time of conversion
- Grants in place as of current year
- The following will be entered manually: open payable invoices; open purchase orders; open receivables; open bank reconciliations.

Migration of historical data is not included in the estimate nor any conversions not specifically identified above. CedarCrestone will work with SOCCCD to develop a strategy for historical data that may include migrating data after go-live, migrating data using Workday's history functionality, or migrating historical data into a data warehouse.

1.6. REPORTS

All Standard Reports identified on the Workday Standard Reports List are in-scope for the project. An allowance of four hundred (400) hours has been included for creating reports as outlined below:

- Phase 1: two hundred (200) hours
- Phase 2: two hundred (200) hours

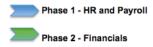
This reporting allowance includes conducting up to 80 hours of reporting workshop activities to provide knowledge transfer to SOCCCD. The goal is to prepare SOCCCD to be self-sufficient with Workday Reporting tools.

2. TIMELINES

The overall project timeline as presented as a framework for understanding. It is imperative that the assumptions detailed in this Statement of Work become a primary focus. Any impact due to a failure of those assumptions may delay the delivery of the project.

CedarCrestone and SOCCCD will develop a project plan during the Plan stage. Given the stated scope of this project, the project is anticipated to be completed in eighteen (18) months, as shown below. Phase 1 will be completed over thirteen (13) months including two (2) months production support. Phase 2 will also be completed over eleven (11) months including two (2) months of production support. There is a scheduled start date of February 10, 2014 for Phase I and October 1, 2014 for Phase 2.

2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2015	2015	2015	2015	2015	2015	2015	2015
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3. DELIVERABLES

The following table summarizes the deliverables by phase and the owners and contributors for each deliverable. Owners are ultimately responsible for completing the deliverable, while contributors are involved in this effort and provide support and review. The list of deliverables includes:

Deliverable	SOCCCD	CedarCrestone
Plan		
Project Schedule / Work Plan	Contributor	Owner
Project Charter	Owner	Contributor
Change Agent Readiness	Contributor	Owner
PACT [™] Readiness Assessment	Contributor	Owner
Project Kickoff	Owner	Contributor
Change Management Strategy	Contributor	Owner
Communication Plan	Contributor	Owner
Knowledge Transfer Plan	Contributor	Owner
Weekly Status Reports	Contributor	Owner
Initial Prototype Tenant	Contributor	Owner
Architect		
Design Kickoff Document/Deck	Owner	Contributor
Design and Development Standards	Owner	Contributor
Configuration and Business Process Designs	Contributor	Owner
Integration Requirements Document	Owner	Contributor
Integration Design Documents	Shared based on Assignments as defined in Section 1.3	Shared based on Assignments as defined in Section 1.3
CONFIGURE AND PROTOTYPE		
Tenant Management Plan	Contributor	Owner
Workday Configuration Tenant	Contributor	Owner
Conversion Data and Extracts	Owner	Contributor
Load Conversion Data	Contributor	Owner
Business Process Review Summary	Contributor	Owner
Integrations Development	Shared	Shared
PACT [™] Readiness Assessment	Contributor	Owner
Training Needs Assessment	Owner	Contributor
Training Strategy	Owner	Contributor
Training Curriculum	Owner	Contributor
Change Management Impact Analysis	Shared	Shared
Test		
Test Strategy, Plan, and Test Cases	Owner	Contributor

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Deliverable	SOCCCD	CEDARCRESTONE
Integrations Test Plan and Testing	Owner	Contributor
System Testing	Owner	Contributor
User Acceptance Testing / Parallel for Payroll	Owner	Contributor
Training Materials	Owner	Contributor
Training Delivery	Owner	Contributor
DEPLOY		
Cutover/Transition Plan	Shared	Shared
Production Configuration – GOLD Tenant	Shared	Shared
Production Support Plan	Owner	Contributor
PACT [™] Readiness Assessment	Contributor	Owner
Lessons Learned	Shared	Shared

The Owner of a deliverable is defined as the individual(s) who is/are responsible for organizing, defining and creating the deliverable. A Contributor is defined as the individual(s) who work under the direction of the Deliverable Owner to assist in the preparation of the deliverable. Within a Shared Deliverable the individual(s) will work under the guidance of the Project Managers to contribute all or a portion of the Deliverable based on the Project Managers' direction.



4. SOCCCD ROLES AND RESPONSIBILITIES

In **Table 1**, we list each of the different roles to be filled by SOCCCD personnel, along with a brief summary of their respective responsibilities and estimated FTEs by project stage. The estimated FTEs are an approximation only and may change once the program plan is created and the timeline agreed.

SOCCCD ROLE	Responsibilities	ESTIMATED RESOURCES
Leadership & Management		
Executive Sponsor	 Articulates and demonstrates executive support for the outcome of the project Responsible for securing spending authority and resources for the project Acts as a vocal and visible champion Legitimizes the project's goals and objectives Keeps abreast of major project activities and is a decision-maker for the project Assists with major issues, problems and policy conflicts Removes obstacles Participates in planning the scope Approves scope changes Signs off on major deliverables Signs off on approvals to proceed to each succeeding project phase Acts as the Project Advocate, ensuring the overall success and direction of the project Builds relationships across functions Acts as a change management champion and catalyst for transformation through all phases of deployment and once in production Sets the organizational message and expectations for all Workday users 	Vice-Chancellor of Business as Lead Co- Sponsor, Vice Chancellor of HR and Technology as Co-Sponsor – Approximately 25%(all stages)

TABLE 1: SOCCCD ROLES AND RESPONSIBILITIES





SOCCCD ROLE	Responsibilities	ESTIMATED RESOURCES
External Auditor	 Works with the project team to ensure proper procedures are followed and proper documentation is created Responsible for providing compliance-related guidance and expertise to the project team 	As needed (all stages)
Project Manager	 Responsible for managing the project to completion Develops, manages, and maintains the Project Work Plan in partnership with CedarCrestone Project Manager Manages the issue and key decision log Sets deadlines and evaluates milestones Assigns responsibilities Escalates issues to the Steering Committee that may impact the go-live date 	1 person – 100% (all stages)
FUNCTIONAL		
HCM Business Analyst Lead	 Leads the business analysts for a specific functional area, e.g., Talent Management Coordinates activities with the CedarCrestone Solution Architect / Principal Consultants and other SOCCCD functional resources Attends business process analysis sessions to identify opportunities for improvement, areas for standardization, unique variances and potential gaps in functionality Performs Business Analyst responsibilities such as: Communicates business requirements Validates architecture and design Identifies data to be converted Cleanses data Validates data conversions Tests business processes and configuration Develops customer-specific training and documentation Gathers reports and defines reporting requirements 	2 people – 75% (all stages HCM deployment) Assumes representatives for the following areas: HR Compensation Payroll Time Tracking Talent Benefits
HCM Business Analysts (Business Area Experts)	 Business Analysts representing specific schools / departments / areas of functional expertise Perform Business Analyst responsibilities such as: Identify data to be converted Cleanse data Validate data conversions Test business processes and configuration Develop customer-specific training and documentation 	Various Will include representatives from District, Colleges and Foundations for the following areas: HR Compensation

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SOCCCDROLE	Responsibilities	ESTIMATED RESOURCES
	 Provide functional knowledge and expertise on requirements Gather reports 	 Payroll Time Tracking Talent Benefits Integrations Compliance / Regulatory
Financials Business Analyst Lead	 Leads the business analysts for a specific functional area, e.g., Talent Management Coordinates activities with the Consultant Solution Architect / Principal Consultants and other UM functional resources Attends business process analysis sessions to identify opportunities for improvement, areas for standardization, unique variances and potential gaps in functionality Performs Business Analyst responsibilities such as: Communicates business requirements Validates architecture and design Identifies data to be converted Cleanses data Validates data conversions Tests business processes and configuration Develops customer-specific training and documentation Gathers reports and defines reporting requirements 	 person approx. – 75% (all stages Financials deployment) Assumes representatives for the following areas: Financial Accounting Cash Settlement and Banking Customer Accounts Supplier Accounts Procurement Business Assets Projects Expenses Grants Endowments
Financials Business Analysts (Subject Matter Experts)	 Business Analyst representing a specific school / department / area of functional expertise Performs Business Analyst responsibilities such as: Identifies data to be converted Cleanses data Validates data conversions Tests business processes and configuration Develops customer-specific training and documentation Provides functional knowledge and expertise on requirements Gathers reports 	Various Will include representatives from District, Colleges and Foundations for the following areas: Financial Accounting Cash Settlement and Banking Customer Accounts Supplier Accounts Procurement Business Assets Projects Expenses Grants

SOCCCD ROLE	Responsibilities	ESTIMATED RESOURCES
		Endowments
Testing Lead	 Defines the Testing Strategy and Testing Plan (with support from CedarCrestone) Coordinates all testing activities including the creation of test scripts and executing testing To populate 	1 person – 100% (Configure and Prototype, and primarily Test stage)
Workday Application Security Administrator	 Defines and updates security groups Defines and maintains domains and business process security policies Tests security group membership Analyzes and audits security policies and procedures Activates pending security policy changes 	1 person to lead Security– 25% approximately Various people to support.
TECHNICAL		
Technical Lead	 Responsible for overseeing the technical SOCCCD resources on the project and assigns deliverables accordingly Provides Project Work Planning details for the Project Work Plan Provides status on integrations, conversions and reporting during project status meetings Assist with integration and report design, development, testing and post go-live support. Responsible for providing technical knowledge 	1 person – 75% (all stages) Various
Dete Minustian Lood	 and expertise related to SOCCCD's existing integrations Design and develop integrations Test integrations Validate that the customer's environment can support the integrations 	(all stages except planning)
Data Migration Lead	 Responsible for providing technical knowledge and expertise related to current systems used by SOCCCD. Assist with data mapping Extract data from legacy systems Lead data validation activities 	HCM and Payroll 1 person- 25% approx. Financials 1 person - 25% approx
Report Developers	 Develop and test custom reports in accordance 	Various (all stages

Change Management and Communication	Leads the change management plan execution	Facilitated by the Executive Steering Committee.
Change Agents	 departments. Support execution of the change management plan for the school / department Assist with identifying key transformational changes for the school / department and chang	Various (all stages) Assumes representatives from schools and departments
Trainers	strategy including optimizing Workday's training tools where applicable	Various (Test and Deploy stages for both HCM and Financials)

5. CEDARCRESTONE ROLES AND RESPONSIBILITIES

In **Table 2: CedarCrestone Roles and Responsibilities**, we list each of the different roles to be filled by CedarCrestone.

CEDARCRESTONE ROLE	Responsibilities	ESTIMATED RESOURCES
LEADERSHIP & MANAGEMENT		
Executive Sponsor*	 Responsible for being the point of contact representing CedarCrestone management team Works with the Project Manager so that escalated issues do not impact the project timeline Participates in regularly scheduled Steering Committee meetings, which ensure that the project team is being held accountable for dates and commitments agreed to in the Project Work Plan Maintains an ongoing relationship with the customer's executive contacts 	1 person - 10%
Delivery Director / Account Manager	 Makes resource allocation decisions Oversees consulting resources Monitors program progress Addresses any customer issues or concerns about consulting resources or timelines Addresses additional consulting needs resulting from changes to project scope 	1 person - 10% to 20%
Quality Assurance Consultant	 Performs periodic quality assurance reviews across the program at key milestones. Provides recommendations to promote project success 	1 person – 20%
Engagement Manager	 Responsible for managing the overall project to completion Defines project standards, policies and procedures to be used across projects Monitors compliance with these project management standards, policies, procedures, and templates via project reviews and assessments Develops manages, and maintains the project plan Performs financial management across the project Manages the project issues, risks and key decision log Sets priorities and deadlines and evaluates milestones Assigns responsibilities Provides project health reports to upper management and Workday on a regular basis 	Phase 1 1 person – 100% Phase 2 1 person – 100%

TABLE 2: CEDARCRESTONE ROLES AND RESPONSIBILITIES

EXHIBIT D 83 of 96

CEDARCRESTONE ROLE	Responsibilities	ESTIMATED RESOURCES
	 Escalates issues to the Executive Steering Committee 	
	 that may impact the go-live date Participates in internal review meetings, which below 	
	 Participates in internal review meetings, which help ensure the project is meeting deadlines and mitigating 	
	risk.	
	 Interacts with Workday Delivery Assurance, Product 	
	Strategy and Development	
Functional		
HCM and Payroll Solution Architects	 Responsible for leading workshops during the Architect stage and ensuring business processes are designed from a cross-functional perspective 	2 people – approx. 50% primarily Planning and Architect stages
	 Provides a framework for explaining the impact of key design decisions 	, , , , , , , , , , , , , , , , , , ,
	 Articulates the impact of the Workday Roadmap to customer requirements 	
Principal HCM and Payroll Consultant	 Responsible for working with SOCCCD to design business processes 	3 people – 50% to 75% (all stages)
	 Gathers functional and reporting requirements 	
	 Maps client data to Workday 	
	 Configures Workday according to customer requirements 	
	 Documents any areas where requirements are not met 	
	 Supports testing, data conversion, and integration development efforts 	
	 Escalates issues that may impact the go-live date to the Project Manager 	
Financials Solution Architect	 Responsible for leading workshops during the Architect stage and ensuring business processes are designed from a cross-functional perspective 	1 person – approx. 50% primarily Planning and Architect stages
	 Provides a framework for explaining the impact of key design decisions 	
	 Articulates the impact of the Workday Roadmap to customer requirements 	
Financials Consultant	 Responsible for working with SOCCCD to design business processes 	3 people – 50% to 75% (all stages)
	 Gathers functional and reporting requirements 	3 ,
	 Maps client data to Workday 	
	 Configures Workday according to customer requirements 	
	 Documents any areas where requirements are not met 	
	 Supports testing, data conversion, and integration development efforts 	
	 Escalates issues that may impact the go-live date to the Project Manager 	

CEDARCRESTONE ROLE	Responsibilities	ESTIMATED RESOURCES
Technical		
Technical Lead	 Responsible for overseeing the technical deliverables on the project Provides Project Work Planning details for the Project Work Plan and communicates status updates and issues to the project management team. Provides overall technical expertise including reporting, data migration, and performing code quality reviews. Liaise between the project team and Workday development team on any integration issues, as well as upcoming changes. Coordinate the resolution of issues during testing and deployment for integrations and data migration for which CCI is responsible. Provide knowledge transfer to the SOCCCD integration team members. 	1 person – approximately 30% to 50% (all stages)
Integration Consultants	 Works with the Team CCI functional consultants and the SOCCCD Development team and Subject Matter Experts to gather and document integration requirements. Responsibilities include the following: Responsible for leading integration workshop(s) Plans, leads and facilitates integration workshop(s) during the early stages of the project to provide: Support the design, configuration and testing of Workday integrations in scope for the implementation. Document design decisions for integrations assigned to Team CCI. Develop and unit test Workday integrations assigned to Team CCI. Support SOCCCD with the development and testing of integrations assigned to SOCCCD. Work with the SOCCCD team to resolve issues. Provide knowledge transfer to the SOCCCD integration team members. 	 Phase 1 1 person 100% through Configure & Prototype and part-time support through Testing and Deploy Phase 2 1 person 100% through Configure & Prototype and part-time support through Testing and Deploy
Data Migration Consultant	 Responsible for migrating customer data into Workday Resolves data related issues during conversions 	Phase 1 1 person - 25% all stages Phase 2 1 person – 25% all stages
Change Management Change Management Lead	 Coach and Mentor to SOCCCD's Change Management and Communication Lead(s) Facilitates design, development and execution of the Change Management Strategy and Roadmap. 	1 person – 50% all stages 1 person – PACT [™] assessments

CEDARCRESTONE ROLE	Responsibilities	ESTIMATED RESOURCES
	 Conducts the Readiness Assessment 	
	 Conducts Training Needs Assessment 	
	 Conducts Go-Live Readiness Assessment 	
	 Facilitates design, development and execution of Communication Plan 	
	 Facilitates design, development and execution of Knowledge Transfer Plan 	
	 Facilitates design, development and execution of Training Strategy and Plans, including facilitation of training delivery 	
	Delivers cutover support and coaching for future services	
	 Leads the Lessons Learned session 	

6. ASSUMPTIONS

6.1. GENERAL ASSUMPTIONS

- 1. Overall project management responsibility will be shared between CedarCrestone and South Orange County Community College District. South Orange County Community College District will provide an executive sponsor, program manager, project manager, and leads to coordinate project activities with the CedarCrestone Project Leadership. SOCCCD Project Manager will be full time 100% dedicated to the project.
- 2. SOCCCD Executive Sponsor will provide guiding principles to the team. The approach will use the default Workday business processes, and SOCCCD will adapt their business processes to the leading practices with in the Workday system.
- 3. The SOCCCD Executive Sponsor is responsible for the approval of any end user departmental policies, procedures, and user manuals.
- 4. During the planning phase the go live date will be reviewed and may be adjusted, with approval of SOCCCD, based on the actual start date of the project and the completion of the Project Team Training conducted by Workday. The project's go live may be dependent upon go-live on the first day of a quarter for payroll purposes.
- 5. SOCCCD will provide CedarCrestone consultants with reasonable facility access, working space, equipment and office support.
- 6. The CedarCrestone Team will be reliant on the SOCCCD Executive Sponsor and other project participants for a number of critical tasks including (i) Subject Matter Expert (SME) support, (ii) prompt review and sign-off of deliverables, (iii) prompt decision making, and (iv) user readiness for system adoption.
- 7. Key decisions will require rapid turnaround in order to minimize their impact on the project timeline. Rapid turnaround will be defined as two (2) to five (5) business days following submission in writing or by e-mail. The project manager will communicate any decisions that need to be approved more rapidly than two (2) to five (5) days. If a decision cannot be made in this timeframe, the CedarCrestone and SOCCCD project managers will evaluate the impact on the project milestones and escalate accordingly.
- 8. Prompt review and sign-off of deliverables will be defined as two (2) to five (5) business days following submission in writing or by e-mail. SOCCCD will notify CedarCrestone in writing of any requested changes.
- 9. The SOCCCD Executive Sponsor will establish a Steering Committee for the Project that will serve as the escalation point for issues that cannot be resolved at the Project Team level. CedarCrestone and Executive Sponsor(s) will participate on the Executive Steering Committee.
- 10. CedarCrestone will conduct project kick-off meetings with the Executive Steering Committee and the Executive Sponsor's authorized project members. The kick-off will initiate a planning phase in which all project milestones are identified and agreed upon and documented as part of an overall Project Management Plan, however, the project milestones will not exceed the dates set forth herein, except upon written approval of SOCCCD.. Additionally, critical path items and the timelines associated with each important phase will be outlined by CedarCrestone using Workday's deployment methodology and approved by the SOCCCD Executive Sponsor.
- 11. CedarCrestone Project Executive and the SOCCCD Executive Sponsor will be visible and accessible to the joint Project Management team to provide direction, guidance, and rapid decision-making. CedarCrestone and the SOCCCD Executive Sponsor will meet

Confidential

with the joint Project Management Team throughout the project.

- 12. The SOCCCD Project Leadership will provide a plan of action for critical functional and technical issues within two (2) to five (5) business days following identification of such issues. Issues not responded to within the allotted time will be immediately escalated to the SOCCCD Executive Sponsor for resolution. The CedarCrestone Project Manager must promptly bring up any issue(s) or delays that occur due to lack of Customer resources so as to avoid schedule impact.
- 13. The SOCCCD Project Leadership will provide a plan of action for critical functional and technical issues within two (2) to five (5) business days following identification of such issues. Issues not responded to within the allotted time will be immediately escalated to the SOCCCD Executive Sponsor for resolution. The CedarCrestone Project Manager must promptly bring up any issue(s) or delays that occur due to lack of Customer resources so as to avoid schedule impact.
- 14. The SOCCCD Executive Sponsor and CedarCrestone will establish a Project Change Control process for the project. This process will be used to govern changes, if needed, to the Statement of Work.
- 15. The SOCCCD Executive Sponsor will have primary responsibility for system, acceptance, and performance testing for the project, with the support of CedarCrestone Project Manager and the functional and technical resources.
- 16. The SOCCCD resources will be highly knowledgeable of the SOCCCD business processes, have the appropriate skill sets, be available as required, and be empowered to make decisions regarding the design and configuration of the Workday System.
- 17. If the SOCCCD Executive Sponsor assigns third-party contract personnel to this project, CedarCrestone will assume such third-party contract personnel represent SOCCCD and they will be empowered to make decisions on behalf of SOCCCD.
- 18. The SOCCCD Executive Sponsor must provide resources for off hours work that may be required for validation or catch-up of transactions during the deployment period.
- 19. The deliverable review process will be defined and documented in the project management plan.
- 20. We will have four (4) builds during each phase of the project: Initial Tenant, Configuration & Prototype Tenant, Final Configuration/Parallel Tenant and Gold Tenant. Each build will last two (2) to three (3) weeks.
- 21. SOCCCD will provide remote connectivity consistent with its security process and procedure to be used during the project.
- 22. SOCCCD will own responsibility for completeness and accuracy of all data provided. Audit reports will be run once the data is in Workday and SOCCCD and Workday will need to sign off that they accept the data migrated.
- 23. SOCCCD will be responsible for any 3rd party communications to complete integrations.]
- 24. CedarCrestone will audit training classes provided to SOCCCD employees. Training classes must be held, SOCCCD employees must attend, and sign off from CedarCrestone based on this training for go-live will be required.
- 25. SOCCCD will define change control procedures including who will have authority to approve changes. An example of a change order document is attached as Exhibit A.



6.2. SCOPE ASSUMPTIONS

- 1. A Checkpoint will be included near the end of each Stage of the methodology. At that Checkpoint, the Project Managers and Executive Sponsors will review the findings and information from the Stage nearing completion. The intent of each Checkpoint is to assess the scope, budget, resources and timing of the project to confirm that any new information remains consistent with this document. If the SOCCCD Executive Sponsor requests a change in scope, schedule, resources, or assumptions, beyond what isincluded in the SOW, a project change order will be required to be mutually agreed on by both parties.
- 2. Business processes / workflows will be reviewed by CedarCrestone in tandem with SOCCCD resources during the Design and Architect stage based upon the Workday optimized default business processes. Through a series of collaborative workshops, each business process / workflow will be documented. In the Configure & Prototype stage, those and only those, business processes will be configured in the system based on the Global Design Blueprint document. Any requested deviation from Global Design Blueprint may result in an increase in cost estimates and delays beyond the target go-live.

6.3. RESOURCE ASSUMPTIONS

- 1. SOCCCD Resource Assumptions:
 - SOCCCD will dedicate a sufficient number of its best-suited internal resources to the project in accordance with the resource requirements outlined in Section 5.
 - SOCCCD's functional and technical staff will be committed to the project and the associated changes to their job functions.
 - SOCCCD project personnel will participate in accordance with time allocation stated in this proposal and will remain assigned to the project as long as they remain active employees.
 - SOCCCD resources that are dedicated to the project will have their daily responsibilities appropriately prioritized to meet the project requirements and objectives.
- 2. SOCCCD shall provide input, review, and participation during performance of the Services, including subject matter experts that will be available to participate in workshops, testing and scheduled meetings. Cross functional time of Financial Accounting resources' time commitment during the deployment for activities such as accounting decisions and shared organizations will be required.
- 3. SOCCCD shall ensure that its employees make time available, and provide CedarCrestone personnel access to key users and technical personnel within the SOCCCD organization as it relates to the performance of Services.
- 4. CedarCrestone consultants will perform services on premises at SOCCCD, Golden, CO Office and remotely.
- 5. SOCCCD will provide remote connectivity consistent with its security process and procedure to be used during the project.



6.4. TRAINING ASSUMPTIONS

- 1. SOCCCD will ensure that the project team is trained in Workday HCM, Time Tracking and Payroll fundamentals at the onset of Phase 1, and Workday Financials Fundamentals for the onset of Phase 2. The Technical team will be trained in Workday reporting and integration tools. Training will be secured from Workday under separate contract.
- 2. The project will use a Train-the-Trainer approach. CedarCrestone will provide knowledge transfer during the design sessions, business process walkthroughs, and configuration and testing, which will allow SOCCCD to develop and conduct training sessions for end users.
- 3. SOCCCD will be responsible to create training materials and to provide training for SOCCCD staff.

6.5. CHANGE MANAGEMENT ASSUMPTIONS

1. PACT[™] pricing assumes assessments for up to 100 users and three assessments across each phase of the project. Each assessment will use three maps with minor refinements.

6.6. TESTING AND DELIVERY ASSURANCE ASSUMPTIONS

- 1. SOCCCD will own responsibility for completeness and accuracy of all data loaded to the Workday Tenant.
- 2. SOCCCD will contract directly with Workday for all Delivery Assurance related activities and associated costs. SOCCCD will complete the required Delivery Assurance activities in a timeframe consistent with the Workday methodology.
- 3. SOCCCD is responsible for executing all test scenarios and scripts, including 2 payroll parallel cycles.

6.7. PRODUCTION SUPPORT

 CedarCrestone will provide part-time functional post-production support for the first eight (8) weeks after go-live. Production support will include six hundred twenty (620) hours for Phase 1 and five hundred eighty (580) hours for Phase 2. CedarCrestone and SOCCCD will agree how these hours will be utilized prior to go-live.



7. PERSONNEL AND RATES

The rate for CedarCrestone's services will be **\$170 per hour** excluding travel related expenses. Services will be invoiced monthly based on hours incurred. Hours for Phase 1 and Phase 2 are provided in the table below. CedarCrestone and SOCCD have established a project budget, as outlined in the table below. The project budget will include consulting services and travel and related expenses. CedarCrestone will not expend effort that would cause the project budget to be exceeded, without written approval by SOCCCD

CedarCrestone Workday Deployment Se	rvices	Hours	Hourly Rate	Cost
Phase 1				
Engagement Management		1,600	\$170	\$272,000
Workday HCM and Payroll Deployment		3,880	\$170	\$659,600
Workday Financial Data Model		120	\$170	\$20,400
Data Migration		480	\$170	\$81,600
Technical Oversight and Integrations		1760	\$170	\$299,200
Reports		200	\$170	\$34,000
	Subtotal	8,040		\$1,366,800
Phase 2				
Engagement Management		1,600	\$170	\$272,000
Workday Financials		3,700	\$170	\$629,000
Data Migration		480	\$170	\$81,600
Technical Oversight and Integrations		1100	\$170	\$187,000
Reports		200	\$170	\$34,000
	Subtotal	7,080		\$1,203,600
Change Management	-			
Change Management Lead		1,440	\$170	\$244,800
PACT [™] Assessments		240	\$170	\$40,800
PACT [™] Licensing				\$9,501
	Subtotal	1,680		\$295,101
	-			
Total Costs for Deployment Services		16,800		\$2,865,501



In addition to our pricing proposal above, CedarCrestone will invoice SOCCCD for reasonable outof-pocket expenses for travel, living accommodations, meals, and incidentals. These expenses will be incurred per the CedarCrestone Travel and Expense Billing Policy noted in the MSA. For budgeting purposes, we estimate that all expenses will be approximately **\$324,000**.

The service rate of \$170 per hour is valid through June 30, 2015 for any and all change orders executed prior to June 30, 2015. Thereafter, services rates will change starting July 1, 2015 and may be adjusted annually each July 1, thereafter.

SOCCCD agrees to provide CedarCrestone with a minimum of ten (10) business days advance notice of an unscheduled SOW termination or staffing reduction. In the event SOCCCD provides less than ten (10) business days' notice, CedarCrestone reserves the right to invoice SOCCCD for sixteen (16) hours of consulting services per consultant released. In the event of cancellation, SOCCCD shall also be responsible for all non-refundable advance purchase airline tickets purchased within 15 business days of notification. CedarCrestone shall not make any additional purchases nor incur any additional expense upon receipt of any notice of termination or staffing reduction as it relates to any Consultant referenced in any such notice.

Schedules, Exhibits and Attachments: These terms are used interchangeably and refer to the following referenced documents. This SOW specifically excludes any document not referenced herein.

The authorized rep	resentatives of the	parties have signed	I this Statement of Work.

South Orange County Community College District CedarCrestone, Inc.

 Signature
 Signature

 Printed Name
 Printed Name

Title

Title

Date

Date

Exhibit A				
C.1 CEDARCRESTONE SIM	MPLE CHANGE ORDER			
DATE SUBMITTED: / /				
MASTER SERVICE AGREEMENT REFERENCE NUMBER:	CedarCrestone			
STATEMENT OF WORK REFERENCE NUMBER:	CedarCrestone			
REQUEST SUBMITTED BY:	, <u>CedarCrestone</u>			
CHANGE ORDER I	NARRATIVE:			
THE PURPOSE OF THIS CHANGE ORDER	IS:			
THE IMPACT AND/OR COSTS ASSOCIATE ARE ESTIMATED AS FOLLOWS:	ED WITH THIS CHANGE ORDER			
ATTACHMENTS, SCHEDULES OR TABLE	S:			
This Change Order shall constitute an amend the terms and conditions of the Statement of	Work titled			
The authorized representatives of the part	ies have signed this Change Order.			

C.1 CEDARCRESTONE SIMPLE CHANGE ORDER

CEDARCRESTONE	CLIENT
CedarCrestone, Inc.	SOCCCD
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

- **TO:** Board of Trustees
- **FROM**: Gary L. Poertner, Chancellor
- RE: Saddleback College: Grant Acceptance California Community Colleges Chancellor's Office Common Assessment Initiative, Butte-Glenn Community College District Sub-Recipient Agreement No. 14-055
- ACTION: Approval

BACKGROUND

In September, 2013 Saddleback College in partnership with Butte-Glenn Community College District responded to a statewide solicitation for applications to provide management and oversight for the implementation of the California Community Colleges Chancellor's Office Common Assessment Initiative grant No. 13-083. Butte-Glenn Community College District submitted an application as fiscal lead with Saddleback College and others as members of the consortium. The goal of the grant funded program is to develop and implement common assessment standards across the California Community College system.

<u>STATUS</u>

On October 28, 2013, Butte-Glenn Community College District was notified by the California Community College Chancellor's Office of their intent to award the Common Assessment grant (RFA- 13-083). On December 4, 2013 Saddleback College was formally notified by Butte-Glenn Community College District of their intent to award sub-recipient agreement (No. 14-055) for the amount of \$600,000. Saddleback will serve as a pilot site for testing and roll out of the new common assessment as well as lead professional development for all California community colleges participating in the new common assessment program. The award period for the project will begin December 1st, 2013 and run through June 30th, 2015.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept this award of \$600,000 from the Butte-Glenn Community College District (sub-recipient agreement No. 14-055).

EXHIBIT A

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT UNIT APPLYING: SADDLEBACK COLLEGE

() GRANT APPLICATION ABSTRACT (X) GRANT ACCEPTANCE ABSTRACT () GRANT RENEWAL ACCEPTANCE ABSTRACT () REVISIONS TO ACCEPTANCE ABSTRACT

JAN 08 2014 FISCAL OFFICE

RECEIVE

- 1. PROJECT TITLE: California Community College Common Assessment Initiative (RFA-13-083).
- 2. **PROJECT DIRECTOR:** Caroline Durdella
- 3. **PROJECT ADMINISTRATOR:** Caroline Durdella
- 4. **GRANTOR AGENCY:** Butte-Glenn Community College District
- 5. FUNDING SOURCE: California Community College Chancellor's Office
- 6. START AND END DATES OF PROJECT: December 1, 2013 through June 30th, 2015
- 7. EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):
- 8. Saddleback College has been awarded a sub-recipient agreement (No. 14-055) from Butte-Glenn Community College District to assist in the completion of activities associated with the award of the California Community College Common Assessment Initiative project. Saddleback College will assist Butte- Glenn Community College District in the development and implementation of shared assessment standards across the California Community College system. Saddleback will serve as a pilot site for testing and roll out of the new common assessment as well as lead professional development for all California community colleges participating in the new common assessment. The award period for the project will begin December 1st, 2013 and run through June 30th, 2015.

9. SUMMARY BUDGET

Grant Award 600,000 In Kind Matching

Indirect Costs 23,077 Project Total 600,000

9. APPROVALS udilla Division/School

1/1/14 struction

Vice President of College Administrative Services

resident

Chancellor

Vice Chancellor of Learning Services

EXPENDITURES SUMMARY

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

1.0

	GRANT (Amount)		CHING* ind/Actual)	SOURCE O (Partnership/	F MATCH College/Vendor)	
1000 Certificated Salaries	<u>\$ 177,960</u>					
2000 Classified Salaries	\$ 222,644					
3000 Benefits	\$116,214					
4000 Supplies	<u>\$15,490</u>					
5000 Contracted Services and Other Expenses	\$ <u>27,615</u>			 .		
6000 Capital Outlay	\$ <u>17,000</u>					
Other Charges (e.g.: Indirect Costs)	\$ <u>23,077</u>					
TOTALS	\$ 600,000					
*Matching Funds: "In-Kind" equipment.	-	are usually	allocations of exi	isting personnel	, space, supplies,	and
PR	OJECT PERSC	NNEL (refle	cts the Expenditure I	Detail above)		
Positions		<u>Full-Time</u>	<u>Part-Time</u>	New	Existing	

 1.
 Faculty
 []
 [X]
 []
 [X]

 2.
 Classified
 [X]
 [X]
 [X]
 [X]
 [X]

PARTNERSHIPS (if applicable)

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: CCCT Board of Directors Nomination

ACTION: Approval

BACKGROUND

The California Community College Trustees (CCCT) was conceived with the idea that all community college trustees in California, joined together in one organization, could successfully work to preserve and improve California's quality, community-based, locally-governed colleges. The CCCT Board of Directors consists of twenty-one members, including a non-voting Student Trustee Director, and meets five times a year.

<u>STATUS</u>

From January 1 through February 15, 2014, nominations for membership on the CCCT Board of Directors will be accepted in the League office. Nominations are to be made by each District Board of Trustees who are members of CCCT, and each District may nominate only members of its board. Each nominee must have consented to be nominated, and only one Trustee per District may serve on the Board. During the election period between March 10 and April 25, each member District will have one vote for each vacancy on the CCCT board who will serve threeyear terms. Seven persons will be elected to the board this year; five incumbents are eligible to run for re-election, one board member has termed out, and one seat is vacated by a trustee that did not run for re-election at the district level. This vacated seat will be filled by the trustee that receives the least number of votes among the top seven vote getters. Pursuant to the CCCT Governing Policies, that person will complete the term of the vacated seat, which expires in 2015. The newly elected members of the Board will assume their responsibilities at the conclusion of the annual conference on May 4, 2014.

RECOMMENDATION

It is recommended that the Board of Trustees determine if they wish to make any nominations for membership on the CCCT Board of Directors, and, if so, approve the nomination(s) for transmittal to the CCCT office as shown in Exhibit A.



Subject:	CCCT Board Election - 2014
From:	Scott Lay, President and Chief Executive Officer, CCLC
To:	California Community College Trustees California Community College Chancellors/Superintendents
Date:	December 9, 2013

The California Community College Trustees (CCCT) board serves a major role within the Community College League of California. Meeting five times a year, the twenty-one member board provides leadership and direction to ensure a strong voice for locally elected governing board members.

From January 1 through February 15, nominations for membership on the CCCT board will be accepted in the League office. Nominations are to be made by member district board of trustees; and each district may nominate only members of its board.

Each nominee must be a local community college district trustee, other than the student trustee, and must have consented to be nominated. Only one trustee per district may serve on the board.

An official Biographical Sketch Form and Statement of Candidacy must accompany the Nomination Form mailed to the League office, and <u>please use only these forms</u>. Although not required, it is recommended that nomination materials be sent via certified mail, return receipt requested. Faxed materials will **not** be accepted due to the quality of transmission.

The election of members of the CCCT board will take place between March 10 and April 25. Each member district board of trustees will have one vote for each vacancy on the CCCT board. CCCT board members are elected by the institutional member governing boards for three-year terms. No CCCT board member shall serve more than three (3) terms consecutively. This year eight persons will be elected to the board. Of those eight seats there are six incumbents eligible to run for re-election, one board member has termed out, and one seat was vacated by a trustee that did not run for re-election at the district level. This vacated seat will be filled by the trustee that receives the least number of votes among the top eight vote getters. Pursuant to the CCCT Governing Policies, that person will complete the term of the vacated seat, which expires in 2015.

Election results will be announced at the CCCT annual conference. The newly elected members of the board will assume their responsibilities at the conclusion of the annual conference, May 4, 2014.

If you have any questions about the CCCT board election process, please call the League office.

Attachments: (mailed only to CCC Chancellors/Superintendents) Official Nominating Form Official Biographical Sketch Form Official Statement of Candidacy CCCT Board Terms of Office CCCT Board Roster



Must be returned to the League office **postmarked no later than February 15, 2014,** along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted**.

Mail to: CCCT Board Nominations Community College League of California 2017 "O" Street Sacramento, CA 95811

The governing board of the	Community
College District nominates	to be a
candidate for the CCCT Board.	

This nominee is a member of the _____ Community

College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Signature of Clerk or Secretary of Governing Board

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the nomination form and statement of candidacy. **Faxed material will not be accepted**.

PERSONAL		
Name:	Date:	
Address:		
City:	Zip:	
Phone:	(office)	
	(ornce)	
EDUCATION		
Certificates/Degrees:		
PROFESSIONAL EXPERIENCE		
Present Occupation:		
-		
Other:		
·····		1000
<u>Community College Activities</u>		
	ег:	
Offices and Committee Memberships	Held on Local Board:	
State Activities (CCCT and other orga Chancellor's Committees, etc	anizations boards, committees, workshop presenter;	
		1000

National Activities (ACCT and other organizations, boards, committees, etc.):

CIVIC AND COMMUNITY ACTIVITIES

OTHER

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2014** along with the nomination form and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: _____ DATE: _____

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

Election	Group	Seat	First Elected/Appointed	<u>Next</u> Election	Terms Left for Incumbent
	I.	Casas	2010	2014	
	I.	Castellanos	2011	2014	
4	I.	Chadwick	2011	2014	
201	I.	*Figueroa	2007	2014	
5	I. I.	Gomez	2010	2014	
	I.	Jones (Robert)	2011	2014	
	I.	Moreno	2011	2014	
	II.	Vacancy	2012	2015	
	II.	Chaniot	2009	2015	
D	II.	*Jones (Bernard)	2008	2015	
	II.	*Ontiveros	2008	2015	
50	II.	Otto	2009	2015	
	II.	Ransford	2012	2015	
	II.	Zableckis	2009	2015	
	II.	Wah	2013	2015	
	III.	*Barreras	2006	2016	
	III.	Biggin	2013	2016	
9	III.	Gulassa	2010	2016	
н н	III.	Hart	2010	2016	
201	III.	*Jaffe	2009	2016	
	III.	Keith	2013	2016	
Board merr	ıber is unab	le to seek reelection due	to three-term limit.		

CCCT Board Terms



CALIFORNIA COMMUNITY COLLEGE TRUSTEES 2013-14 BOARD ROSTER

ISABEL BARRERAS Immediate Past-President State Center CCD

> SALLY BIGGIN Redwoods CCD

LAURA CASAS Foothill DeAnza CCD

STEPHAN CASTELLANOS San Joaquin Delta CCD

> NANCY CHADWICK Palomar CCD

JANET CHANIOT 2nd Vice President Mendocino-Lake CCD

MARY FIGUEROA Riverside CCD

SIMON FRASER Pasadena Area CCD

PAUL GOMEZ Chaffey CCD

CY GULASSA Peralta CCD

JERRY HART Imperial CCD LOUISE JAFFE 1st Vice President Santa Monica CCD

BERNARD "BEE JAY" JONES Allan Hancock Joint CCD

> ROBERT JONES Los Rios CCD

SUSAN KEITH Citrus CCD

JIM MORENO Coast CCD

MANNY ONTIVEROS President North Orange County CCD

> DOUGLAS OTTO Long Beach CCD

> ANN RANSFORD Glendale CA 91208

> > LINDA WAH Pasadena CCD

MARCIA ZABLECKIS Barstow CCD

VACANCY

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the nominating form and statement of candidacy. **Faxed material will not be accepted**.

PERSONAL

NAME:	Date:
Address:	CITY & ZIP CODE:
PHONE:	Email:

EDUCATION

CERTIFICATES/DEGREES:

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION:

OTHER:

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER:

YEARS OF SERVICE ON LOCAL BOARD:

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Page 1 of 1

CIVIC AND COMMUNITY ACTIVITIES

OTHER

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2014 along with the nomination form and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME:

DATE:

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

SOUTH ORAN	GE COUNTY COMMUNITY COLLEGE DISTRICT	ITEM: 6.4 DATE: 1/16/14
TO:	Board of Trustees	
FROM:	Gary L. Poertner, Chancellor	
RE:	SOCCCD: Authorization of Payment to Truste Meeting	e Absent from Board
ACTION:	Approval	

BACKGROUND

Education Code Section 72024 (d) was amended to read "A member (of the Board of Trustees) may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board. This compensation shall be a charge against the funds of the district."

<u>STATUS</u>

Trustee Nancy Padberg was absent from the December 16, 2013 board meeting due to a medical emergency.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt resolution 13-46 (Exhibit A) authorizing payment to Trustee Padberg who was absent from the December 16, 2013 meeting of the Board of Trustees.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

RESOLUTION AUTHORIZING PAYMENT TO TRUSTEE ABSENT FROM BOARD MEETING

RESOLUTION 13-46

Section 72024 (d) provides that "A member (of the Board of Trustees) may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board. This compensation shall be a charge against the funds of the district;" and

WHEREAS, on December 16, 2013, the Board of Trustees of the South Orange County Community College District held a meeting; and

WHEREAS, Trustee Nancy Padberg could not be present at the meeting; and

WHEREAS, it was determined that Trustee Padbergs' absence was due to a hardship;

NOW, THEREFORE, BE IT RESOLVED that Trustee Nancy Padberg shall be paid at the regular rate of compensation for the meeting of the Board of Trustees held on Monday, December 16, 2013.

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: ATEP Site Foundation and Infrastructure Demolition, Change Order No. 2, U.S. Demolition, Inc.
- ACTION: Approval

BACKGROUND

On June 25, 2007, the Board of Trustees approved funding from basic aid for ATEP Demolition. On April 29, 2013, the Board of Trustees approved U.S. Demolition, Inc. as contractor for the ATEP Site Foundation and Infrastructure Demolition project in the amount of \$1,350,006. On September 23, 2013, the Board of Trustees approved Change Order Request No. 1 for an increase of \$115,364 for a revised contract total of \$1,465,370.

<u>STATUS</u>

EXHIBIT A describes the required modifications contained in Change Order Request (COR) No. 2. Approval of this COR will result in a decrease of \$4,013 in the total project cost.

The total change to the contract does not exceed the 10% limit allowed by Public Contract Code. Approval of this COR will bring the revised total contract amount to \$1,461,357.

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

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Change Order Request No. 2 for ATEP Site Foundation and Infrastructure Demolition (EXHIBIT A) and authorize staff to execute the corresponding change order with the contractor which will result in a decrease of \$4,013 in the total project cost. The revised total contract amount is \$1,461,357.

ATEP Site Foundation and Infrastructure Demolition

Board Change Order #2

January 27, 2014

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO #2 COR Total	REVISED CONTRACT AMOUNT
14	General Contractor	U.S. Demolition, Inc.		\$1,350,006.00	\$115,364.00	-\$4,013.00	\$1,461,357.00
			TOTAL	1,350,006.00			1,461,357.00

COR No.	Date	Description	Requested	Status	Amount
14	1/3/2014	Credit for unused allowance	District	reviewed	-\$4,013.00
		Total			-\$4,013.00

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: ATEP Site Foundation and Infrastructure Demolition, Notice of Completion, U.S. Demolition
- **ACTION:** Approval

BACKGROUND

On June 25 2007, the Board of Trustees approved funding from basic aid for ATEP Demolition. On April 29, 2013, the Board of Trustees approved a construction contract for ATEP Site Foundation and Infrastructure Demolition for \$1,350,006 with U.S. Demolition. On September 23, 2013, the Board of Trustees approved change order request No. 1 for an increase of \$115,364 and this month change order request No. 2 is recommended for a decrease of \$4,013 resulting in a final contract amount of \$1,461,357.

<u>STATUS</u>

Staff recommends that a Notice of Completion (EXHIBIT A) be filed for the ATEP Site Foundation and Infrastructure Demolition project.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize the filing of the Notice of Completion (EXHIBIT A) for ATEP Site Foundation and Infrastructure Demolition to U.S. Demolition, Inc. for a final contract amount of \$1,461,357.

Recording Requested By and Mail to:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT 28000 Marguerite Parkway Mission Viejo, California 92692 Attn: Purchasing & Facilities Planning

EXEMPT PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: SITE FOUNDATION AND INFRASTRUCTURE DEMOLITION at ADVANCED TECHNOLOGY AND EDUCATION PARK, the contract for the doing of which was heretofore entered into the 30th day of April, 2013, which contract was made with U.S. DEMOLITION, INC., as Contractor; that said improvements were completed on 14th day of November, 2013, and accepted by formal action of the governing board of said District on the 27th day of January, 2014, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is the FIDELITY AND DEPOSIT COMPANY of MARYLAND; that the property hereinafter referred to and on which said improvements were made is described as follows:

ADVANCED TECHNOLOGY EDUCATON PARK 15445 LANSDOWNE RD. TUSTIN, CA 92782

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By_

Dated

Dated

STATE OF CALIFORNIA]] ss. COUNTY OF ORANGE]

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

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

Gary L. Poertner

Chancellor

That he has read the foregoing Notice of Completion and knows the contents thereof and that the facts stated therein are true and correct.

By ____

Gary L. Poertner Chancellor

State of California County of Orange

Subscribed and sworn to (or affirmed) before me on this ______ day of _____, 20 ____ by <u>Gary L. Poertner</u> be the person who appeared before me.

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: Technology & Applied Sciences Building Swing Space, Saddleback College, Architectural Agreement, Amendment No. 2
- **ACTION:** Approval

BACKGROUND

On April 30, 2012, the Board of Trustees approved hiring R2A Architecture for the Saddleback College Technology & Applied Sciences Building Swing Space project for \$485,000. The original agreement provided for additional services, if necessary. On 9/23/2013, the Board of Trustees approved amendment No.1 for \$46,000 to provide additional programming services for a revised contract amount of \$531,000.

District and college staff performed an extensive analysis on alternative locations when a conflict with warehouse operations was identified with the college's first choice for the building location.

<u>STATUS</u>

Relocation required modified drainage and foundation design. District staff has negotiated a fee of \$163,420 with R2A Architecture for the additional architectural/engineering services required to address scope modifications and the associated time extension. Staff recommends approval of the contract amendment (EXHIBIT A) for a new contract total equaling \$694,420.

Funds for this amendment are available within the approved project budget of \$9,520,687.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 2 (EXHIBIT A) with R2A Architecture in the amount of \$163,420.00 for the Saddleback College Technology & Applied Sciences Building Swing Space project for a total fee of \$694,420.

AMENDMENT No. 2 TO ARCHITECTURAL SERVICES AGREEMENT FOR TECHNOLOGY & APPLIED SCIENCES BUILDING SWING SPACE PROJECT, SADDLEBACK COLLEGE

January 28, 2014

THIS AMENDMENT shall modify the original agreement dated May 16, 2012, by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and R2A Architecture, 2900 Bristol St. Suite E-205, Costa Mesa, California, 92626, hereinafter referred to as "CONSULTANT."

WHEREAS, Article X, paragraph 15 of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

WHEREAS, Article VIII, paragraph 1, establishes the compensation of the agreement at \$460,000 with a reimbursable allowance of \$25,000 for a total contract value of \$485,000; and

WHEREAS, the Swing Space Project required additional architectural/engineering (A/E) services which was outside the original agreement; and

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

PROVIDE SUPPLEMENTAL A/E SERVICES PER ATTACHMENT "A".

Original Contract Amount:		\$485,000.00
Amendment No. 1		\$ 46,000.00
Amendment No. 2		<u>\$163,420.00</u>
	Total Contract Amount	\$694,420.00

IN WITNESS HEREOF, the Parties have executed this Amendment No.2 as of the date set forth above.

"DISTRICT" South Orange County Community College District "CONSULTANT" R2A Architecture

By:_____ Dr. Debra L. Fitzsimons By:_

Etienne Runge, R2A - CEO

Vice Chancellor, Business Services

Date:

Date:_____

TAS Swing Space at Saddleback College Campus Architectural Agreement, Addendum No. 2 1/28/2014

Addendum No. 2 modifies R2A contract dated 5/1/2012 as follows:

- 1. Article 1 item 3 Add the following ... The ARCHITECT schedule will show the following milestone dates / timelines:
 - a. Submission to DSA of the 100% Construction Documents approved by the District no later than 5/31/2014.
 - b. Proposed DSA review period for approval of 6 months (6/1/2014 11/30/2014)
 - c. Proposed bid period of 2 months (12/01/2014 1/31/2015)
 - d. Proposed DISTRICT approval for award of contract 1 month (2/01/2015 2/28/2015)
 - e. Proposed construction period to be 9 months (3/01/2015 11/30/2015)
 - f. Proposed punchlist period of 45 calendar days
 - g. Proposed TAS bldg. & Auto Tech move into swing space from 12/15/2015 1/15/2016.
- Article 1 item 4 Modify: "...The services covered by this AGREEMENT shall be completed within 36 month of the date of the AGREEMENT...", to read: "...The services covered by this AGREEMENT shall be completed within 48 month of the date of the AGREEMENT..."
- 3. Article IV item 2, Modify: "...The construction cost budgeted at \$5,600,000.00...", to read: "...The construction cost budgeted at \$6,800,000.00..."
- 4. Article VIII item 6b add the following to end of 6b: "ARCHITECTS normal travel expense, including travel from ARCHITECT's office to consultants office and ARCHITECTS office to all DISTRICT locations and meals are excluded."
- 5. Exhibit A section B Design Services TASK 1
 - a. The architectural programming phase is considered completed for the swing space at the Village Modular and the Auto Tech.
 - b. The modular village swing space signed off by the departments and presented on 1/9/2013 by R2A as 'VILLAGE SWING SPACE SIGN OFF' will become the basis for the schematic phase. Any further preliminary site review and initial design requirements will be captured as part of the Schematic Phase requirements.
 - c. The Auto Tech scheme 15 dated 4/1/2013 will become the basis for the Auto Tech Swing Space schematics at parking lot 1, with the exception the Auto Tech will now be on the west side of the swale. Any further site review, analysis and initial design requirements will be captured as part of the Schematic Phase requirements.
- 6. Exhibit A section C- Design Services TASK II
 - a. Schematic Design phase is considered 0% completed as of 12/31/2013.
 - b. The Auto Tech swing space will be steel construction with steel studs.

- c. All design to be in conformance with the current code at the time of design.
- 7. Probable costs estimates are required at the Schematics, 50% Design Development, 100% Design Development, 50% CDs, and 100% CDs.
- 8. All other contract terms and conditions are to remain in force.
- 9. Amendment No. 2 Cost Breakdown:

6,800,000	Design To Construction Amount
80,000	Modulars (10% fee on \$800,000)
480,000	Auto Tech (8% fee on \$6,000,000)
560,000	A/E Fee
(56,000)	Deduct 10% for programming phase completed (Task I)
504,000	New contract amount for remaining A/E services schematic – closeout.
(355,580)	Deduct balance remaining in existing contract
148,420	Sub Total
15,000	Add for additional estimates
163,420	Amount of Amendment No. 2

ITEM: 6.8 DATE: 1/27/14

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- RE: SOCCCD: Board Policy Revision: BP-146-Chancellor Succession, BP-4040-Public Disclosure of Employee Compensation, BP-4076-Compensation, BP-4700-Whistleblower Protection, BP-5130-Financial Aid
- **ACTION:** Review and Study

BACKGROUND

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and are in compliance with current laws and regulations.

<u>STATUS</u>

Five board policies are presented to the Board of Trustees for "Review and Study." The new language and amendments to the board policies were reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Council on January 16, 2014 for review and recommendation to the Chancellor.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the board policies, as shown in EXHIBITS A through E.

BOARD POLICY

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT 146 BOARD OF TRUSTEES

CHANCELLOR SUCCESSION

The Board delegates authority to the Chancellor to appoint an acting chancellor to serve in his or her absence for short periods of time, not to exceed 60 calendar days at a time.

In the absence of the Chancellor and when an acting chancellor has not been named, administrative responsibility shall reside with the Deputy Chancellor.

The Chancellor shall establish procedures for succession when the **Deputy** Chancellor is absent.

The Board shall appoint an acting chancellor for periods exceeding 60 calendar days.

Reference: Education Code Sections 70902(d); 72400; Title 5 Section 53021(b)

BOARD POLICY

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT 4040 PERSONNEL

PUBLIC DISCLOSURE OF EMPLOYEE COMPENSATION

The Board of Trustees is committed to public accountability and disclosure of employee compensation. A publically available report shall be submitted each year to the Board of Trustees, at the September board meeting, listing compensation of all employees by position title.

EXHIBIT C

BOARD POLICY

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT 4076 HUMAN RESOURCES

COMPENSATION

The Board of Trustees shall negotiate salary schedules with each District bargaining unit, as defined by the Educational Employment Relations Act. The board may establish a separate and specified salary or salary schedule for selected or designated administrators, classified management, non-bargaining (professional experts, short-term, and substitutes), and unclassified positions.

The District shall not provide any commission, bonus, or other incentive payment based, directly or indirectly, on the success in securing enrollments or financial aid, to any person or entity engaged in any student recruiting or admission activities or in making decisions regarding the award of student financial assistance. Employees covered by this ban shall be referred to as "covered employees" for purposes of this policy.

The Board of Trustees is committed to public accountability and disclosure of employee compensation. A publically available report shall be submitted each year to the Board of Trustees, at the September board meeting, listing compensation of all employees by position title.

Reference:

Education Code Sections 70902(b)4, 87801, and 88160 Government Code Section 53200

Adopted: 2-13-68 Revised: 6-04-69 Revised: 4-10-89 Revised: 2-28-94 Revised: 4-26-99 Revised: 10-24-05 Revised: 8-29-11 Revised: 3-26-12 (7130)

EXHIBIT D

BOARD POLICY

4700 HUMAN RESOURSES

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

WHISTLEBLOWER PROTECTION

The Chancellor shall establish Administrative Regulations regarding the reporting and investigation of suspected unlawful activities by district employees, and the protection from retaliation of those who make such reports in good faith and/or assist in the investigation of such reports. For the purposes of this policy and any implementing regulations, "unlawful activity" refers to any activity—intentional or negligent—that violates state or federal law, local ordinances, or District policy.

The regulations shall provide that individuals are encouraged to report suspected incidents of unlawful activities without fear of retaliation, that such reports are investigated thoroughly and promptly, remedies are applied for any unlawful practices and protections are provided to those employees who, in good faith, report these activities and/or assist the District in its investigation.

Furthermore, district employees shall not: (1) retaliate against an employee or applicant for employment who has made a protected disclosure, assisted in an investigation, or refused to obey an illegal order; or (2) directly or indirectly use or attempt to use the official authority or influence of his or her position for the purpose of interfering with the right of an applicant or an employee to make a protected disclosure to the District. The District will not tolerate retaliation, and will take whatever action may be needed to prevent and correct activities that violate this policy, including discipline of those who violate it up to and including termination.

<u>References:</u> <u>Education Code Sections 87160-87164;</u> <u>Labor Code Section 1102.5</u> <u>Government Code Section 53296</u> <u>Private Attorney General Act of 2004 (Labor Code Section (2698)</u> <u>Affordable Care Act (29 U.S.C. 218C)</u>

EXHIBIT E

BOARD POLICY

5130 STUDENTS

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

FINANCIAL AID

The Financial Aid Department will use the nationally standardized Needs Analysis Procedures designed by the United States Department of Education to determine the eligibility of each student who applies for financial aid while attending the South Orange County Community College District.

A program of financial aid to students will be provided which may include, but is not limited to, scholarships, grants, loans, and work and employment programs.

All financial aid programs will adhere to guidelines, procedures, and standards issued by the funding agency, and will incorporate federal, state, and other applicable regulatory requirements.

The District shall establish, publicize, and apply satisfactory academic progress standards for participants in the Title IV student aid programs.

References:

California Education Code Section <u>66021.6</u>, 76300 20 United States Code Sections 1070 et. seq. 34 Code of Regulations, Section 668 United States Department of Education regulations on the integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended <u>Title 5, Sections 58600 et. seq.</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Academic Personnel Actions – Regular Items

ACTION: Approval/Ratification

BACKGROUND

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

<u>STATUS</u>

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 Exhibits A and B are presented to the Board of Trustees for approval/ratification to be effective on the dates as shown on the Exhibits.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve/ratify the academic personnel actions as shown in Exhibits A and B.

Item Submitted By: David Bugay, Ph.D., Vice Chancellor, Human Resources & Employer/Employee Relations

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS

A. <u>NEW PERSONNEL APPOINTMENTS</u>

1. ACADEMIC EMPLOYMENT (Ratified – Pursuant to Board Policy 4002.1)

- a. KOMINE, JUSTIN, is to be employed as Physics Instructor, Pos #4493, School of Physical Sciences & Technology, Irvine Valley College, effective January 14, 2014.
 Approximate Salary Placement: Class III, Step 1. <u>This is a new position approved by the Board of Trustees on February 27, 2012</u>. (Exhibit B, Attachment 1)
- b. LEE, CELINA, is to be employed as Librarian-Instruction, Pos #1831, School of Library Services, Irvine Valley College, effective January 14, 2014. Approximate Salary Placement: Class II, Step 1. <u>This is a replacement position for Jayne Sinegal, who</u> <u>retired</u>. (Exhibit B, Attachment 2)

2. <u>ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF</u> (Ratified - Pursuant to Board Policy 4002.1)

			Approx.	
			<u>Salary</u>	
<u>Applicant</u>	Highest Degree	Assignment	Placement	Start Date
Ahmed, Nadia	MS/EE & Comp. Sci.	Comp. Science/SC	III/1	01/21/14
Bank, Rachel	MFA/Visual Art	Photography/SC	II/1	01/21/14
Bidarian, Zahra	MD/Medicine	Med Lab Tech/SC	V/1	01/21/14
Bradley, Michael	MA/English Lit.	Hum & Lang/IVC	II/1	01/21/14
Farsakh,Dalal	MS/Counseling	Counseling/IVC	II/1	01/21/14
Fisher, Marni	PhD/Education	English/SC	V/1	01/21/14
George, Kenneth	MBA/ Business	Entrep/Mgmt/IVC	II/1	01/21/14
Haeri, Shadi	MS/Biology	Biology/SC	II/2	01/21/14
Hamza, Mark	PhD/Chemistry	Chemistry/SC	V/1	01/21/14
Herrera, Trisha	MA/ Literature	English/SC	III/1	01/21/14
Kiser, Stacy	MA/History	History/SC	II/1	01/21/14
Langdon, Lance	MA/English	English/SC	V/1	01/21/14
McFarlin, Charles	MA/School Couns.	Counseling/IVC	II/4	01/21/14
Murphy, Maiya	PhD/Drama/Theatre	Theatre Arts/SC	V/1	01/21/14
Ponzillo, Gizelle	MA/TESOL	Writing/IVC	II/1	01/21/14
Pourreza, Atousa	MS/Biology	Biology/IVC	II/1	01/21/14
Reynolds, Stephanie	MS/Zoology	Biology/SC	II/1	01/21/14
Snavely, Noelle	MFA/Dance	Dance/SC	II/1	01/21/14
Stuart, Andrew	MA/English Lit.	English Comp./SC	II/1	01/21/14
Tamada, Mayumi	MS/Chemistry	Chemistry/SC	II/1	01/21/14
Tiffany, Bridget	MS/Biology	Biology/SC	II/1	01/21/14
¹ Toscano, Laura	MA/Counseling	Applied Psych./SC	III/1	01/02/14
Voisard, Norbert	MA/Linguistics	ESL/SC	IV/1	01/21/14
Wang, Sufen	MS/Accountancy	Accounting/IVC	II/1	01/21/14

¹ Full-time classified employee.

Annrow

A. <u>NEW PERSONNEL APPOINTMENTS</u> – Continued

2. <u>ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF</u> (Ratified - Pursuant to Board Policy 4002.1)

EQUIVALENCY

As outlined in the Academic Hiring Policies, Division 1, Part 4, Section 3B, Review of Equivalent Minimum Qualifications, members of the hiring committee, including faculty with discipline expertise, have met and rendered an affirmative decision that each recommended candidate possesses the educational background equivalent to the minimum qualifications for each respective position. As such, the following individuals are submitted for approval/ratification as part-time instructors under Equivalencies as outlined in the Title 5 Regulations and Minimum Qualifications, Article 2, Section 53430.

			<u>Appiox.</u>	
			<u>Salary</u>	
Applicant	Highest Degree	Assignment	Placement	Start Date
Burt, Paul	BA/Liberal Studies	Theatre/IVC	I/1	01/21/14

Equivalency is based on a Bachelor of Arts in Liberal Studies from California State University, Fullerton, and an Associate of Arts in Fine Arts from Irvine Valley College. Mr. Burt's has a variety of skills and aptitudes as an instructor of theatre. He has directed a variety of play productions at Irvine Valley College since 2005. He works professionally as a Director throughout Orange County and Southern California.

Campbell, Timothy BA/Biology Art History/IVC I/1 01/21/14

Equivalency is based on Mr. Campbell's Bachelor of Arts in Biology and extensive experience in biological and natural collections. His work experience has been in educational mission driven museums and in the educational use of high profile corporate collections for Disney and Blizzard Entertainment. He also has extensive national and international experience managing collections for various organizations including Bowers Museum of Cultural Art, Disney, and the Norton Simon Museum.

DeNaut, Joanne	BA/Social Ecology	Theatre/SC	I/1	01/21/14
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Equivalency is based on Ms. DeNaut's professional experience as full time Casing Director for South Coast Repertory where she has cast over 200 productions. She has also casted for other theatres including the Mark Taper Forum, Seattle Repertory Theatre, and USC's MFA Playwriting Festival. Her film credits include Octavio Solis, Juliette Carrillo, and The American Film Institute. She has also worked with UCI, Cal State Fullerton and USC's MFA program in acting. She has a BA from UCI in Social Ecology and is a member of the Casting Society of America where she has received five Artios nominations for LA casting.

Ibrahim, Sakina BA/Modern Perform. Dance/SC I/1 01/21/14

Equivalency is based on a completed Bachelor of Fine Arts degree and a Master of Fine Arts degree which is currently in progress (June 2014). Ms. Ibrahim has been teaching and choreographing dance for ten years and has assisted dance courses at the university level. Her performance credits include an award winning film, music videos, and feature films. She has worked with choreographers such as Anthony Burrell, Christopher Huggins, and Louis Johnson.

2. <u>ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF</u> (Ratified - Pursuant to Board Policy 4002.1)

111011011, 10110110101, 101010101, 10101001, 10001000	Kuilanoff, Tatiana	BA/Drama	Fine Arts/IVC	I/1	01/21/14
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Equivalency is based on Ms. Kuilanoff's professional work throughout Southern California Theatre, including South Coast Repertory, Chapman University, and Golden West College, as well as the Oregon Shakespeare Festival. She has several years of experience as a theatre designer and theatre technician. Her expertise in the areas of Stage Design, coupled with her skill as a Technical Theatre Technician, make her a good candidate for the proposed theatre assignments. She also has a Bachelor of Arts in Drama from UC Irvine

Mirbolooki, M.	MD/Gen. Medicine	Biology/IVC	V/1	01/21/14
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Equivalency is based on a PhD in Experimental Surgery from the University of Alberta, Canada, in 2008 and a doctoral project in insulin producing cells biology in hypothermic condition. In addition, Dr. Mirbolooki has an MD degree in General Medicine from Babol University of Medical Sciences in Iran. Dr. Mirbolooki was awarded his MD degree in 2000 after passing 298 units of clinical and basic courses in the field of Medicine including: Anatomy, Physiology, Biochemistry, Cell Biology, Immunology, and Pharmacology. Dr. Mirbolooki taught for four years at the University of California, Irvine as faculty in the Department of Biomedical Engineering. His courses range from beginning to advanced levels on essentials of cell biology, molecular biology, biochemistry, and genetics.

Sears, Richard BA/Jazz Perform. Music/IVC I/1 01/21/14

Equivalency is based on a Bachelor of Music degree in Jazz Performance from the University of Southern California with an emphasis on performance and pedagogy. Mr. Sears has studied directly with renowned jazz artists Shelly Berg, John Clayton, and Alan Pasqua. As a performer, he was a winner in the International Jacksonville Piano competition. He has served on faculty at the Stanford Jazz Workshop and the Renaissance Academy in Los Angeles for several years. The Los Angeles Jazz Society recently commissioned Mr. Sears to compose a suite of music, which was premiered at the Angel City Jazz Festival last October. Mr. Sears has been teaching privately for ten years.

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2013/2014 fiscal years.

		Not to Exceed	
Name	<u>Activity</u>	Amount (\$)	Effective Date
Channing, Michael	Guest Lecture Series Speaker/SC	100.00	02/21/14-02/21/14
Damm, Kathryn	Online/Hybrid Workshops/SC	413.04	01/21/14-05/22/14
Damm, Kathryn	Coordinator, ITL Program/SC	3,482.22	01/21/14-05/22/14
Francis, Lauren C.	Student Success Workshop/IVC	311.52	10/01/13-12/01/13
Gee, Caroline	Online/Hybrid Workshops/SC	1,161.00	01/21/14-05/22/14
Hinkle, Christina	Coordinator, LRC Programs/SC	5,142.35	01/21/14-05/22/14
Homma, Mary S.	Online/Hybrid Workshops/SC	206.52	01/21/14-05/22/14
Lin, Anthony	Student Success Workshop/IVC	311.52	10/01/13-12/01/13
Mackenzie, Emalee	Student Success Workshop/IVC	311.52	10/01/13-12/01/13

B. 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 2013/2014 fiscal year.

<u>Name</u>	Assignment/Project	Effective Date
Bander, Carol	Read/Grade Writing Samples/SC	01/21/14-05/22/14
Daniels, Stevie	Read/Grade Writing Samples/SC	01/21/14-05/22/14
Lam, Chin	Read/Grade Writing Samples/SC	01/21/14-05/22/14
Schultz, Dolores	Read/Grade Writing Samples/SC	01/21/14-05/22/14
Ziehm, Carol	Read/Grade Writing Samples/SC	08/19/13-12/22/13

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for 2013/2014 fiscal years.

		Not to Exceed	
Name	Activity	Amount (\$)	Effective Date
Altman, Cheryl	Health Career "Boot Camp"/CTE/SC	5,507.20	08/19/13-12/15/13
Barrows, Morgan	Water Res. Curric. Dev./Perkins/SC	750.00	11/01/13-12/20/13
Bennett, Michael	Social Needs Project/Perkins/ SC	200.00	08/19/13-12/20/13
Engels, Michael	Content Coordinator/CTE Pgrms/SC	1,800.00	11/22/13-12/15/13
Farnsworth, Robert	Social Needs Project/Perkins/SC	200.00	08/19/13-12/20/13
Farnsworth, Robert	Sustainability Certificate/Perkins/SC	200.00	08/19/13-12/20/13
Hinkle, Christina	Coord. Tutoring Project/BSI/SC	571.37	01/21/14-05/22/14
Johnson, Paul	Musician for FAMT Event/SC	200.00	08/26/13-08/26/13
Lee, Kenneth	Career Day Middle School Event/SC	100.00	02/10/14-02/10/14
Leppien-Christensen	Sustainability Certificate/Perkins/SC	200.00	08/19/13-12/20/13
Meyer, Clifford	Women in Green Transp./Perkins/SC	1,250.00	11/01/13-12/20/13
Paige, Monique	Grant Proj. Coordinator/Perkins/SC	500.00	11/01/13-12/13/13
Paige, Monique	Grant Coordinator/Perkins/SC	1,500.00	01/21/14-05/22/14
Renault, Irene	Health Career "Boot Camp"/CTE/SC	5,507.20	08/19/13-12/15/13
Rosenn, Tristen	Musician for FAMT Event/SC	150.00	08/26/13-08/26/13
Stephens, Blake	Architecture Curric./Perkins/SC	1,500.00	08/19/13-12/21/13
Stevenson, R. Glen	Drafting/ Curric./Perkins/SC	2,000.00	08/19/13-12/21/13

D. TITLE CHANGE OF FULL-TIME, ACADEMIC FACULTY POSITIONS

- 1. **SADDLEBACK COLLEGE, Division of Kinesiology and Athletics** seeks authorization to change the title of the following academic full-time faculty positions within their department:
 - a. ELIMINATE KINESIOLOGY INSTRUCTOR/ASSISTANT FOOTBALL COACH, Pos. #4730, Academic Salary Schedule, full-time, 36 hours per week, 10 months per year position, from its staff complement, and CREATE KINESIOLOGY INSTRUCTOR/ASSISTANT FOOTBALL COACH, GOLF COACH (50%), Academic Salary Schedule, full-time, 36 hours per week, 10 months per year academic position, effective January 28, 2014. (Pos. #4730 was approved by the Board of Trustees on January 22, 2013.)

D. TITLE CHANGE OF FULL-TIME, ACADEMIC FACULTY POSITIONS - Continued

- CRAPO, STEPHEN, ID #9823, change title only from KINESIOLOGY INSTRUCTOR/ASSISTANT FOOTBALL COACH, Pos. #4730, Academic Faculty Salary Schedule Range V, Step 19, 36 hours per week, 10 months per year, to KINESIOLOGY INSTRUCTOR/ASSISTANT FOOTBALL COACH, GOLF COACH (50%), Academic Faculty Salary Schedule Range V, Step 19, 36 hours per week, 10 months per year, effective January 28, 2014.
- a. ELIMINATE KINESIOLOGY INSTRUCTOR/HEAD FOOTBALL COACH, Pos. #4734, Academic Salary Schedule, full-time, 36 hours per week, 10 months per year position, from its staff complement, and CREATE KINESIOLOGY INSTRUCTOR/HEAD FOOTBALL COACH, GOLF COACH (50%), Academic Salary Schedule, full-time, 36 hours per week, 10 months per year academic position, effective January 28, 2014. (Pos. #4734 was approved by the Board of Trustees on January 22, 2013.)
 - MC ELROY, GLEN MARK, ID #9673, change title only from KINESIOLOGY INSTRUCTOR/HEAD FOOTBALL COACH, Pos. #4734, Academic Faculty Salary Schedule Range V, Step 19, 36 hours per week, 10 months per year, to KINESIOLOGY INSTRUCTOR/HEAD FOOTBALL COACH, GOLF COACH (50%), Academic Faculty Salary Schedule Range V, Step 19, 36 hours per week, 10 months per year, effective January 28, 2014.

E. REDUCED WORKLOAD PROGRAM WITH STRS RETIREMENT

 LEBAUER, RONI, ID #3607, ESL Instructor, Pos #1825, Division of Liberal Arts, Saddleback College, has requested to participate in a reduction in teaching contract to 60% workload beginning the academic year 2014-15 in accordance with Article XXXI, Section 1, of the Academic Employee Master Agreement 2011-2014, effective date to participate in the CalSTRS Reduced Workload Program is August 11, 2014.

ATTACHMENT 1

NAME:	JUSTIN KOMINE
POSITION:	PHYSICS INSTRUCTOR School of Physical Sciences & Technology Irvine Valley College Full-Time Tenure Track
EDUCATION:	
M.S.	Physics University of California, Riverside Riverside, CA
B.S.	Physics /Applied Mathematics University of California, Riverside Riverside, CA

EXPERIENCE:

Mr. Komine has been an adjunct faculty member at Long Beach City College, Cerritos College, Cypress College, Fullerton College, and Orange Coast College since 2009. This experience is an asset in regard to the teaching, development, and modification of pre-existing lecture and laboratory courses. During his undergraduate studies he engaged in undergraduate Astronomy research involving super-massive black holes. Moreover, Mr. Komine completed many graduate-level Astronomy and Applied Mathematics courses after obtaining his M.S. in Physics. This will allow him to better engage students in Physics, Astronomy, and Mathematics.

Mr. Komine enjoys mentoring and fostering student interest in the sciences. At Orange Coast College he was a co-advisor for the Physics, Engineering, and Mathematics Students (PEMS) club for two years. Community outreach is also important for Mr. Komine as evidenced by his free public lecture at Long Beach City College, concerning the general properties of black holes, and a subsequent planetarium show.

PROFESSIONAL AFFILIATIONS:

- American Association of Physics Teachers (AAPT)
- Omicron Delta Kappa

AWARDS:

- UC Riverside Lower Division Honors Program 2006
- UC Riverside Dean's Fellowship 2006

ATTACHMENT 2

NAME:	CELINA LEE
<u>POSITION</u> :	LIBRARIAN-INSTRUCTION Library Services Irvine Valley College Full-Time, Tenure Track
EDUCATION:	
M.L.I.S.	Library Information Science University of California, Los Angeles Los Angeles, CA
B.A.	Art History California State University, Long Beach Long Beach, CA

EXPERIENCE:

Ms. Celina Lee has over four years of working experience providing reference services, integrating emerging technologies to enhance library services, and outreaching in diverse college environments. As the Library Department Chair at Long Beach City College, she has strived for creative and innovative ways to integrate new technologies to engage students and faculty with library services and resources. She has worked closely with other librarians to develop a new user-friendly library website that integrates various virtual reference tools such as LibChat. As the Interim Access Services Librarian at Pasadena City College, she has improved various aspects of circulation services by modifying the configurations in their newly implemented ILS system, OCLC WorldShare Management System.

Ms Lee has extensive experience with teaching face-to-face and online library technology courses, which include developing and accessing student learning outcomes. She has completed the Online Teaching Certification Program with @ONE. She has worked with various course management systems (CMS) including Blackboard 9.1, Moodle, and Canvas. She has served on committees, including the Curriculum Committee, the Department Planning and Program Review committee, the course Evaluation Committee, and the Accreditation Self-Evaluation Committee at Long Beach City College. Ms. Lee also worked for four years as Librarian Technician II at the Arcadia Public Library.

LICENSES AND CERTIFICATES:

• Online Teaching Certificate, @One Project for California Community Colleges

PROFESSIONAL AFFILIATIONS:

- American Library Association (ALA)
- Art Library Society of North America (ARLIS/NA) & Southern California Regional Chapter
- California Academic and Research Libraries (CARL)
- California Library Association (CLA)

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Classified Personnel Actions – Regular Items

ACTION: Approval/Ratification

BACKGROUND

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

<u>STATUS</u>

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.

Item Submitted By: David Bugay, Ph.D., Vice Chancellor, Human Resources & Employer/Employee Relations

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

A. <u>NEW PERSONNEL APPOINTMENTS</u>

- 1. <u>CLASSIFIED EMPLOYMENT</u> (Information Items Pursuant to Board Policy 4002.1)
 - a. BRACKEN, NANCY is to be employed as Costume/Makeup Designer, Pos. #4803, School of Fine Arts, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 132, Step 1, 40 hours per week, 10 months per year, effective January 6, 2014. This position was approved by the Board of Trustees on June 17, 2013.
 - b. MALIGIE, RYAN is to be employed as Police Officer, Pos. #2575, Office of Campus Safety and Security, Saddleback College, Classified Police Officers Association Salary Schedule Range 2, Step 1, 20 hours per week, 12 months per year, effective January 13, 2014. <u>This is a replacement position for Steven Weibel</u>, who received a change in status.
 - c. ¹MCDONALD, KAYE is to be employed as Career Placement Officer, Pos. #4780, School of Guidance and Counseling, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 129, Step 1, 40 hours per week, 11 months per year, effective January 13, 2014. <u>This position was approved by the Board of Trustees on May 20,</u> <u>2013</u>.
 - d. GONZALES DELGADO, MARIA VIANNEY is to be employed as Human Resources Specialist, Pos. #3293, Office of Human Resources, District, Classified Bargaining Unit Salary Schedule Range 127, Step 2, 40 hours per week, 12 months per year, effective January 21, 2014. <u>This is a replacement position for Sonja Wyche, who resigned</u>.
- 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)

Name	<u>Classification</u>	Range/Step	Start Date
Albert, Lora	Administrative Assistant/Dist.	121/1	01/02/2014
² Arendts, Erika	Administrative Assistant /IVC	121/1	01/02/2014
Gladieux, Joshua	Library Assistant I/IVC	115/1	12/02/2013
Gladieux, Joshua	Library Assistant II/IVC	119/1	12/02/2013
Gladieux, Joshua	Library Assistant III/IVC	121/1	12/02/2013
Haugen, Leslie	Senior Administrative Assistant/SC	127/1	12/17/2013
Hayashi-Smith, Melanie	Admission and Records Specialist I/IVC	116/1	12/02/2013
Kirk, Alicia	Program Assistant/SC	118/1	12/02/2013
Loper-Leddy, Kay	Laboratory Technician, Consumer Sci./S	C 122/1	01/02/2014
Munoz, Marina	Program Assistant/IVC	118/1	01/02/2014
Pedraza, Faisal	Custodian/IVC	113/1	12/01/2013
Reyes-Godina, Perla	Extended Opportunity Prog/Specialist/IV	/C 121/1	01/02/2014

¹ Wife of Christopher Mc Donald, Dean of Mathematics, Sciences and Engineering, Irvine Valley College.

² Sister of Sophie Miller-Gilliland, Manager, Office of the President, Saddleback College.

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2013/2014** 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)

Name	Position	Hourly Rate(\$)	Start/End Date
³ Bangston, Alexander	Project Specialist/SC	15.00	12/05/13-06/30/14
Espinoza, Ariana	Project Specialist/SC	9.50	12/01/13-06/30/14
Friend, Christine	Project Specialist/IVC	20.00	01/02/14-06/30/14
Haugen, Leslie	Project Specialist/SC	20.00	12/17/13-06/30/14
Hernandez, Madeline	Outreach Aide/SC	12.50	01/02/14-06/30/14
Miller, Janet	Project Specialist/IVC	20.00	01/06/14-06/30/14
⁴ Parra, Jacqueline	Project Specialist/SC	16.00	11/06/13-06/30/14
Picard, Amanda	TMD Aide/IVC	20.00	01/06/14-06/30/14
⁵ Pouresfandiari, Pouyan	Project Specialist/IVC	15.00	01/02/14-06/30/14
³ Pouresfandiari, Shahram	Project Specialist/IVC	15.00	01/02/14-06/30/14

4. The following individuals are to be employed as **Student Help** (**Temporary**), Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2013/2014** academic year.

Name	Start/End Date
Ali, Amir	01/01/14-06/30/14
Avalos Galvez, Diego	01/01/14-06/30/14
Azartash, Koosha	01/01/14-06/30/14
Bain, Olivia	01/01/14-06/30/14
Baker, Kelly	01/01/14-06/30/14
Bendon, Lauren	01/01/14-06/30/14
Blanco, Kirsten	01/01/14-06/30/14
Boatman, Katlyn	01/01/14-06/30/14
Bourg, Robert	01/01/14-06/30/14
Brown, Rachelle	12/12/13-06/30/14
Burke, Gail	01/01/14-06/30/14
Burnam, Lydia	01/01/14-06/30/14
Dewees, Mallory	01/01/14-06/30/14
Diederichsen, Tyler	01/01/14-06/30/14
Entezari, Sarah	01/01/14-06/30/14
Eshragh Nia, Nasim	01/01/14-06/30/14
Facon, Andrew	01/01/14-06/30/14
Fadaeiforghan, Doreen	01/01/14-06/30/14
Gavin, Zachary	01/01/14-06/30/14
Georgiev, Petar	01/01/14-06/30/14
Hashemi, Saman	01/01/14-06/30/14
Heidarpour Bardei, Negar	01/01/14-06/30/14

³ Son of Sonya Bangston, Video Production Specialist, Marketing, Communications and Broadcast Systems, Irvine Valley College.

⁴ Daughter of Lori Parra, Extended Opportunity Program Specialist-Bilingual, Division of Counseling Services and Special Programs, Saddleback College.

⁵ Father and Son, both are assigned to the School of Guidance and Counseling, Irvine Valley College.

4. The following individuals are to be employed as **Student Help** (**Temporary**), Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2013/2014** academic year.

Name	Start/End Date
Jelvani, Alborz	01/01/14-06/30/14
Jones, Benjamin	01/01/14-06/30/14
Kephart, Dennis	01/01/14-06/30/14
Khezri, Jasmine	01/01/14-06/30/14
Lappin, David	01/01/14-06/30/14
Laugenour, Kelly	01/01/14-06/30/14
Lin, Eric	01/01/14-06/30/14
Nguyen, Lam	01/01/14-06/30/14
Nguyen, Michael	01/01/14-06/30/14
Nikkhah, Shahrzad	01/01/14-06/30/14
Pasoz, Shaun	01/01/14-06/30/14
Robertson, Molly	01/01/14-06/30/14
Sanchez, Bridget	01/01/14-06/30/14
Sarvi, Anahita	01/01/14-06/30/14
Simmons, Geoffrey	01/01/14-06/30/14
Soleymani, Rouzbeh	01/01/14-06/30/14
Stidham, Kevin	01/01/14-06/30/14
Trujillo, Alex	01/01/14-06/30/14
Vigil, Matthew	01/01/14-06/30/14
Wojno, Leon	01/01/14-06/30/14
Yang, Seunghoon	01/01/14-06/30/14
Zadmehr, Sara	01/01/14-06/30/14

5. The following individuals are to be employed on a temporary basis, as Professional Expert (PE), (Community and Contract Education), Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the 2013/2014 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> Afshari Aliabad, Roxsan Alexander, Ted Alyassini, M Bilal Aman, Omeed Babaei, Shohreh Bedolfe, Tamara Berardino, Christopher Blundell-Siska, Mary Bobell, Rebecca Brock, Ashlee Bullatta, Bohin	Position Tutor/IVC Tutor/IVC Tutor/IVC Tutor/IVC Tutor/SC Tutor/SC Tutor/SC Tutor/SC Tutor/SC Tutor/SC Madical PE/IVC	Not to Exceed(\$) 15.00/hr 15.00/hr 15.00/hr 15.00/hr 15.00/hr 15.00/hr 15.00/hr 15.00/hr 15.00/hr 15.00/hr 15.00/hr 15.00/hr	Start/End Date 01/01/14-06/30/14 01/01/14-06/30/14 01/01/14-06/30/14 01/01/14-06/30/14 01/01/14-06/30/14 01/01/14-06/30/14 01/01/14-06/30/14 01/01/14-06/30/14 01/01/14-06/30/14
Butler, Robert Chaabani, Faisal Chae, Jong	Tutor/IVC Tutor/IVC Tutor/IVC	15.00/hr 15.00/hr 15.00/hr	01/01/14-06/30/14 01/01/14-06/30/14 01/01/14-06/30/14
Chau, Joseph	Tutor/SC	15.00/hr	01/01/14-06/30/14

5. The following individuals are to be employed on a temporary basis, as Professional Expert (PE), (Community and Contract Education), Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the 2013/2014 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)

Name	Position	Not to Exceed(\$)	Start/End Date
Cheng-Chen, Judy	Medical PE/IVC	100.00/hr	01/01/14-06/30/14
Crispino, Aaron	Tutor/IVC	15.00/hr	01/01/14-06/30/14
De Voy, Stephanie	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Denaro, Aaron	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Diamond, Jean	Tutor/SC	15.00/hr	01/01/14-06/30/14
Dinh, Amber	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Do, Tin	Tutor/SC	15.00/hr	01/01/14-06/30/14
Do, Tu	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Dumas, Summer	Tutor/SC	15.00/hr	01/01/14-06/30/14
Durand, Cassandra	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Ehsani, Aida	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Fairchild, Cole	Tutor/SC	15.00/hr	01/01/14-06/30/14
Farrukh, Baber	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Felfeli, Mehran	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Fotoohi, Kamran	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Freeman, Judi	Medical PE/IVC	100.00/hr	01/01/14-06/30/14
Fusco, Michael	Tutor/SC	15.00/hr	01/01/14-06/30/14
Gaerlan, Cherrilyn	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Gallardo, Joseph	Tutor/SC	15.00/hr	01/01/14-06/30/14
Geary, Erika	Tutor/SC	15.00/hr	01/01/14-06/30/14
Gerami, Guive	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Gil, Eloisa	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Golemo, Jordan	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Goodman, Alex	Tutor/SC	15.00/hr	01/01/14-06/30/14
Goss, Deborah	Tutor/SC	15.00/hr	01/01/14-06/30/14
Hanson, Gina	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Hosseini Qanatqazi, Abbas	Tutor/SC	15.00/hr	01/01/14-06/30/14
Hosseiny, Habib	Tutor/SC	15.00/hr	01/01/14-06/30/14
Johnson, Michael	Clinical Skills Spec./S	C 30.00/hr	11/27/13-06/30/14
Jones, Christopher	Tutor/SC	15.00/hr	01/01/14-06/30/14
Kabbara, Sami	Tutor/IVC	15.00/hr	12/09/13-06/30/14
Karimi Tararani, Maryam	Tutor/SC	15.00/hr	01/01/14-06/30/14
Karimi, Asieh	Tutor/SC	15.00/hr	01/01/14-06/30/14
Keramati Shiekhole, Marjan	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Khashai, Fatemeh	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Khudadatova, Nadezhda	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Kilic, Nehir	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Knapper, Dona	Medical PE/IVC	100.00/hr	01/01/14-06/30/14
Mirnia, Mojan	Tutor/SC	15.00/hr	01/01/14-06/30/14
Mischler, Kristina	Tutor/SC	15.00/hr	01/01/14-06/30/14

5. The following individuals are to be employed on a temporary basis, as Professional Expert (PE), (Community and Contract Education), Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the 2013/2014 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)

Name	Position	Not to Exceed(\$)	Start/End Date
Montgomery, Edie	Tutor/SC	15.00/hr	01/01/14-06/30/14
Moon, James	Tutor/SC	15.00/hr	01/01/14-06/30/14
Mooney, Susan	Comm. Ed./SC	2500.00/cs	07/01/13-06/30/14
Moore, Cailon	Tutor/SC	15.00/hr	01/01/14-06/30/14
Moradi Nargesi, Mahnaz	Tutor/SC	15.00/hr	01/01/14-06/30/14
Morgan, Taylor	Tutor/SC	15.00/hr	01/01/14-06/30/14
Niaki, Shayan	Tutor/SC	15.00/hr	01/01/14-06/30/14
Noel, Kindel	Tutor/SC	15.00/hr	01/01/14-06/30/14
Orozco Pacheco, Reina	Tutor/SC	15.00/hr	01/01/14-06/30/14
Owen, Rebekah	Tutor/SC	15.00/hr	01/01/14-06/30/14
Park, Wan	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Pats, Viktoryia	Tutor/SC	15.00/hr	01/01/14-06/30/14
Pilcher, Martine	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Pouresfandiari, Shahram	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Rafique, Wali	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Robbins, Sacha	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Rodriguez, Jubilee	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Rosen, Anne	Tutor/SC	15.00/hr	01/01/14-06/30/14
Safarian, Maryam	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Saintignon, Angelica	Tutor/SC	15.00/hr	01/01/14-06/30/14
Sanii, Raika	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Sayrafi, Mahrud	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Schantz, Doris	Tutor/SC	15.00/hr	01/01/14-06/30/14
Schwied, Emma	Tutor/SC	15.00/hr	01/01/14-06/30/14
Shenoy, Rachna	Tutor/SC	15.00/hr	01/01/14-06/30/14
Shirazi, Dorsa	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Shirazi, Roksana	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Siah, Aurash	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Skalsky, Ashley	Tutor/SC	15.00/hr	01/01/14-06/30/14
Skaron, Deborah	Tutor/SC	15.00/hr	01/01/14-06/30/14
Sonoyama, Yoshie	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Staley, Matthew	Tutor/SC	15.00/hr	01/01/14-06/30/14
Su, Tiffany	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Ta, Ryan	Tutor/SC	15.00/hr	12/12/13-06/30/14
Thomas, Hunter	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Thompson, Christine	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Tindall, Alexis	Tutor/SC	15.00/hr	01/01/14-06/30/14
Torabi, Shadi	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Unger, Jason	Tutor/SC	15.00/hr	01/01/14-06/30/14
Valdez-Johnson, Shanne	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Voisard, Norbert	Tutor/IVC	15.00/hr	01/01/14-06/30/14

5. The following individuals are to be employed on a temporary basis, as Professional Expert (PE), (Community and Contract Education), Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the 2013/2014 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>	Position	Not to Exceed(\$)	Start/End Date
Willis, Ursula	Tutor/SC	15.00/hr	01/01/14-06/30/14
Xie, Huayang	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Yang, Chih	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Yang, Hongzhe	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Yi, Julia	Tutor/IVC	15.00/hr	01/01/14-06/30/14
Young, Felicia	Medical PE/IVC	100.00/hr	01/01/14-06/30/14
Young, Jennifer	Medical PE/SC	100.00/hr	01/06/14-06/30/14
Zamanian, Ali	Tutor/IVC	15.00/hr	01/01/14-06/30/14

B. <u>AUTHORIZATION TO ELIMINATE CLASSIFIED POSITION AND/OR POSITION</u> <u>NUMBERS</u>

 ⁶PROGRAM ASSISTANT, Pos. #4724, a grant funded position by Enrollment Growth ADN grant, Division of Health Sciences and Human Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 118, full-time, 40 hours per week, 12 months per year position ended on December 31, 2013 and eliminated from its staff complement effective January 1, 2014. (Position #4724 was approved by the Board of Trustees on January 22, 2013)

C. <u>AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION</u>

- 1. OUTREACH ASSISTANT, Classified Bargaining Unit Salary Schedule Range 117, Outreach, Office of Student Services, Irvine Valley College, seeks authorization to establish and announce a part-time, 20 hours per week, 10 months per year position to its staff complement effective January 28, 2014.
- 2 SENIOR MATRICULATION SPECIALIST, Classified Bargaining Unit Salary Schedule Range 127, School of Admissions, Records and Enrollment Services, Irvine Valley College, seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement effective January 28, 2014.
- 3. SENIOR RESEARCH AND PLANNING ANALYST, Categorical, a grant funded position, Classified Bargaining Unit Salary Schedule Range 144, Office of Research, Planning and Accreditation, Saddleback College, seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement effective January 28, 2014. <u>Employment in this categorical, grant funded position is contingent upon funding by the Trade Adjustment Assistant Community College Career Training (TAACCCT) grant.</u> (Exhibit B, Attachment 1)

⁶ Correcting elimination date as presented to the Board of Trustees on November 25, 2013.

C. <u>AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION</u> - Continued

4. UTILITY CUSTODIAN, Classified Bargaining Unit Salary Schedule Range 117, Office of Physical Plant, Saddleback College, seeks authorization to establish and announce two (2) part-time, 29 hours per week, 12 months per year positions to its staff complement effective January 28, 2014.

D. AUTHORIZATION TO CHANGE CLASSIFIED POSITIONS

- 1. **IRVINE VALLEY COLLEGE** seeks authorization to change the hours per week and/or months per year for the following Classified positions within their organization.
 - a. **ELIMINATE** SENIOR ADMINISTRATIVE ASSISTANT, Pos. #4751, School of Business Science, Classified Bargaining Unit Salary Schedule Range 127, full-time, 40 hours per week, 10 months per year position from its staff complement, and **CREATE** SENIOR ADMINISTRATIVE ASSISTANT, School of Business Science, Classified Bargaining Unit Salary Schedule Range 127, full-time, 40 hours per week, 12 months per year position to its staff complement, effective January 28, 2014. (Position #4751 was approved by the Board of Trustees on February 25, 2013)
 - b. ELIMINATE LABORATORY TECHNICIAN, PHOTOGRAPHY, Pos. 3430, School of Fine Arts, Classified Bargaining Unit Salary Schedule Range 122, part-time, 20 hours per week, 12 months per year position from its staff complement, and CREATE LABORATORY TECHNICIAN, PHOTOGRAPHY, School of Fine Arts, Classified Bargaining Unit Salary Schedule Range 122, part-time, 25 hours per week, 10 months per year position to its staff complement, effective January 1, 2014. (Position #3430 was approved by the Board of Trustees on February 27, 2006, and is currently appointed to Stuart Christensen, ID #11551)

E. AUTHORIZATION TO ELIMINATE AND CREATE CLASSIFIED POSITIONS

- 1. **SADDLEBACK COLLEGE** seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title V Education Regulation, Section (a) and (b), Recruitment 53021.
 - a. ELIMINATE LIBRARY ASSISTANT II, Pos. #3543, Classified Bargaining Unit Salary Schedule Range 119, Division of Online Education and Learning Resources, full-time, 40 hours per week, 12 months per year position from its staff complement, and CREATE LABORATORY TECHNICIAN, COMPUTERS, Classified Bargaining Unit Salary Schedule Range 122, Division of Online Education and Learning Resources, a full-time, 40 hours per week, 12 months per year position to its staff complement, effective January 2, 2014. (Pos. #3543 was approved by the Board of Trustees on February 27, 2006)
 - i. RECLASSIFY LUZ-MARIA LUNA, ID #13985, from Library Assistant II, Pos. #3543, Division of Online Education and Learning Resources, Classified Bargaining Unit Salary Schedule Range 119, Step 6, 40 hours per week, 12 months per year; to Laboratory Technician, Computers, Division of Online Education and Learning Resources, Classified Bargaining Unit Salary Schedule Range 122, Step 6, 40 hours per week, 12 months per year effective January 2, 2014.

F. <u>AUTHORIZATION TO REORGANIZE A CLASSIFIED POSITION</u>

- 1. SADDLEBACK COLLEGE seeks authorization to reorganize the following Classified position as defined by Title V Education Regulation, Section (c), Recruitment 53021..
 - a. REORGANIZE LABORATORY TECHNICIAN, COMPUTERS, Classified Bargaining Unit Salary Schedule Range 122, from reporting directly to the Dean of Online Education and Learning Resources, to begin reporting directly to the Director of Learning Assistance, Division of Online Education and Learning Resources, effective January 2, 2014. <u>This action is contingent upon approval by the Board of Trustees of item E1a of this agenda</u>. This position will be appointed to Luz-Maria Luna, ID #13985.

G. <u>CHANGE OF STATUS</u>

- 1. <u>CLASSIFIED EMPLOYMENT</u> (Information Items Pursuant to Board Policy 4002.1)
 - a. ANSTADT, MARY, ID #10795, Program Coordinator, Categorical, Pos. #4659, a grant funded position by the Career Technical Education grant, Classified Bargaining Unit Salary Schedule Range 134, Step 6, 40 hours per week, 12 months per year, Division of Business Sciences and Vocational Education, and Economic Development, Saddleback College, has been granted a temporary increase of 5% to her current base salary placement for additional assigned duties from July 1, 2013 through June 30, 2014.
 - b. ZIMBALIST, JACQUELINE, ID #14283, Administrative Assistant, Pos. #3402, Classified Bargaining Unit Salary Schedule Range 121, Step 6, 40 hours per week, 12 months per year, is to be employed as Senior Administrative Assistant, Pos. #3224, Classified Bargaining Unit Salary Range 127, Step 4, 40 hours per week, 12 months per year, effective January 2, 2014. This is a replacement for Patti Sue Bugay, who received a change in status.

H. OUT OF CLASS ASSIGNMENTS

- 1. CAMARENA, SANDRA, ID #10314, Senior Administrative Assistant, Pos. #4764, a temporary assignment, Classified Bargaining Unit Salary Range 127, Step 1, 40 hours per week, Student Development, Office of Student Services, Irvine Valley College, temporary assignment ended on January 5, 2014, returned to permanent assignment as Outreach Assistant, Pos. #4907. Outreach and Community Relations, Division of Admissions, Records and Enrollment Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 117, Step 5, 40 hours per week, 12 months per year effective January 6, 2014.
- 2. DAI, FARIBA, ID #14044, Senior Admissions and Records Specialist, Pos. #3229, Classified Bargaining Unit Salary Schedule Range 126, Step 5, 40 hours per week, 12 months per year, Division of Admissions, Records and Enrollment Services, Saddleback College, has been given a temporary change in assignment to Senior Matriculation Specialist, Pos. #3594, Classified Bargaining Unit Salary Schedule Range 127, Step 5, 40 hours per week, School of Admissions, Records, and Enrollment Services, Irvine Valley College, effective December 2, 2013 through January 15, 2014. <u>This is a temporary reassignment for Joe Liu, who resigned.</u>

H. OUT OF CLASS ASSIGNMENTS - Continued

- 3. DAI, FARIBA, ID #14044, Senior Admissions and Records Specialist, Pos. #3229, Classified Bargaining Unit Salary Schedule Range 126, Step 5, 40 hours per week, 12 months per year, Division of Admissions, Records and Enrollment Services, Saddleback College, has been given a temporary change in assignment to International Student Program Specialist, Pos. #3535, Classified Bargaining Unit Salary Schedule Range 129, Step 5, 40 hours per week, Division of Admissions, Records, and Enrollment Services, Saddleback College, effective January 16, 2014 through April 4, 2014. <u>This is a temporary reassignment for Monika Connolly, who is on leave</u>.
- 4. HANSON, CHRISTIAN, ID #17498, HVAC Technician, Pos. #3387, Classified Bargaining Unit Salary Schedule Range 128, Step 5, 40 hours per week, 12 months per year, Office of Physical Plant, Saddleback College, has been given a temporary change in assignment to Plant Engineer, Pos. #3398, Classified Bargaining Unit Salary Schedule Range 134, Step 3, 40 hours per week, Office of Physical Plant, Saddleback College, effective December 2, 2013 through December 9, 2013. <u>This was a temporary reassignment for Alan Cherry, who was on leave</u>.
- 5. HEREDIA, GRISEL, ID #17280, Admissions and Records Specialist I, Pos. #2743, Classified Bargaining Unit Salary Schedule Range 116, Step 4, 40 hours per week, 12 months per year, Division of Admissions, Records and Enrollment Services, Saddleback College, has been given a temporary change in assignment to Admissions and Records Specialist II, Pos. #3228, Classified Bargaining Unit Salary Schedule Range 120, Step 3, 40 hours per week, School of Admissions, Records, and Enrollment Services, Saddleback College, effective December 4, 2013. This is a temporary reassignment for Donald Powell, who is in a temporary assignment.
- 6. LEOWIDJAJA, SILVERIUS, ID #14272, Admissions and Records Specialist III, Pos. #3394, Classified Bargaining Unit Salary Schedule Range 122, Step 6, 40 hours per week, 12 months per year, School of Admissions, Records and Enrollment Services, Irvine Valley College, has been given a temporary change in assignment to Admission and Records Evaluator, Pos. #3273, Classified Bargaining Unit Salary Range 126, Step 5, 40 hours per week, School of Admissions, Records and Enrollment Services, Irvine Valley College, effective December 2, 2013. <u>This is a temporary reassignment for Gillian Ashton, who is in a temporary assignment</u>.
- 7. PALMER, JAMES, ID #17332, Public Safety Assistant, Pos. #4735, Classified Bargaining Unit Salary Schedule Range 113, Step 2, 25 hours per week, 12 months per year, Office of Campus Safety and Security Irvine Valley College has been given a temporary change in assignment to Dispatcher/Records, Pos. #4782, Classified Bargaining Unit Salary Schedule Range 119, Step 1, 40 hours per week, Office of Campus Safety and Security, Irvine Valley College, effective November 20, 2013 through November 25, 2013. <u>This is a temporary reassignment for Mary Leatherman, who was in a temporary assignment</u>.

H. OUT OF CLASS ASSIGNMENTS - Continued

- POWELL, DONALD, ID #14770, Admissions and Records Specialist II, Pos. #3228, Classified Bargaining Unit Salary Range 120, Step 6, 40 hours per week, 12 months per year, Division of Admissions, Records and Enrollment Services, Saddleback College, has been given a temporary change in assignment to Senior Admissions and Records Specialist, Pos. #3229, Classified Bargaining Unit Salary Range 126, Step 4, 40 hours per week, Division of Admissions, Records and Enrollment Services, Saddleback College effective December 4, 2013. This is a temporary reassignment for Fariba Dai, who is in a temporary assignment.
- 9. RAMIREZ, ESTEBAN, ID #5758, Building Maintenance Worker, Pos. #4801, a temporary assignment, Classified Bargaining Unit Salary Range 124, Step 2, 40 hours per week, Office of Physical Plant, Irvine Valley College, temporary assignment ended on January 14, 2014, returned to permanent assignment as Custodian, Pos. #1268, Office of Physical Plant, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 113, Step 6, 40 hours per week, 12 months per year effective January 15, 2014.
- 10. SALAZAR-HERRERA, AURELIA, ID #14019, Custodian, Pos. #1168, Classified Bargaining Unit Salary Range 113, Step 6, 40 hours per week, 12 months per year, Office of Physical Plant, Saddleback College, has been given a temporary change in assignment to Lead Custodian, Pos. #3306, Classified Bargaining Unit Salary Range 119, Step 4, 40 hours per week, Office of Physical Plant, Saddleback College, effective December 16, 2013 through January 13, 2014. <u>This is a temporary reassignment for Manuel Ontiveros, who was on leave</u>.
- 11. STRAUSS, BARBARA, ID #14227, Accounting Specialist, Pos. #4886, a temporary assignment, Classified Bargaining Unit Salary Schedule Range 127, Step 6, 40 hours per week, Office of Business Services, District, temporary assignment ended on January 5, 2014, returned to permanent assignment as Financial Aid Specialist, Pos. #2267, Classified Bargaining Unit Salary Schedule Range 125, Step 6, 40 hours per week, 12 months per year, Financial Aide, Office of Student Services, Irvine Valley College, effective January 6, 2014.

I. <u>LEAVE OF ABSENCE</u>

- 1. AFSHARI, MARYAM, ID #12385, Counseling Office Assistant, Pos. #3238, Classified Bargaining Unit Salary Schedule Range 115, Step 6, 29 hours per week, 12 months per year, Division of Counseling Services, Saddleback College, has been granted an unpaid leave of absence, effective January 7, 2014.
- 2. TOSCANO, LAURA, ID #6787, Senior Matriculation Specialist, Pos. #3501, Classified Bargaining Unit Salary Schedule Range 127, Step 6, 40 hours per week, 12 months per year, Office of Counseling Services, Saddleback College, has been granted an unpaid leave of absence, without benefits, effective January 2, 2014 through May 23, 2014.

J. <u>RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT</u>

- ALDER, KATE, ID #17862, Project Director, Career Technical Education, Categorical, Pos. #4638, Career Technical Education, Advanced Technology and Education Park facility, Irvine Valley College, Integrated Academic and Classified Administrators and Managers Salary Schedule Range 13, Step 3, 40 hours per week, 12 months per year, resignation effective January 10, 2014. Payment is authorized for any compensated time off. (Permanent Start date: January 1, 2012)
- 2. BRONSON, KAREN, ID #2553, Assistant Director of Fiscal Services, Accounting and Budget, Pos. #4537, Fiscal Services, Office of Business Services, District, Integrated Academic and Classified Administrators and Managers Salary Schedule Range 16, Step 5, 40 hours per week, 12 months per year, resignation effective April 18, 2014, and retirement effective April 21, 2014. Payment is authorized for any compensated time off. (Permanent Start date: November 6, 1989)
- 3. GAIER, CLYDE, ID #5786, Laboratory Technician, Computers, Pos. #4687, Learning Assistance Program, Division of Online Education and Learning Resources, Saddleback College, Classified Bargaining Unit Salary Schedule Range 122, Step 6, 27 hours per week, 12 months per year, resignation effective February 13, 2014, and retirement effective February 14, 2014. Payment is authorized for any compensated time off. (Permanent Start date: March 1, 1999)
- 4. HARRINGTON, CONSTANCE, ID #1411, Senior Admissions and Records Specialist, Pos. #3378, Division of Admissions, Records and Enrollment Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 126, Step 6, 40 hours per week, 12 months per year, resignation effective February 28, 2014, and retirement effective March 1, 2014. Payment is authorized for any compensated time off. (Permanent Start date: May 1, 1979)
- 5. SONG, SOKHA, ID #16468, Human Resources Specialist, Pos. #3540, Office of Human Resources, District, Classified Bargaining Unit Salary Schedule Range 127, Step 5, 40 hours per week, 12 months per year, resignation effective January 23, 2014. Payment is authorized for any compensated time off. (Permanent Start date: September 22, 2008)

K. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the **2013/2014** academic year.

Fine Arts and Media Technolog	gy, Saddleback College	
Aguilar-Roca, Nancy	Brewer, Elysia	Cervantes, Natalie
Devnes, Michelle	Kerns, Allison	Kincaid, Michael
Kudza, Sandy	Levy, Gillian	McDonald, Kayle
McDonald, Leslie	Schwartz, Mark	Smith, Jennifer
Spencer, Cindy	Toneyck, Caroline	Toneyck, Leah
Woodworth, Brian		

KSBR, Advanced Techno	ology and Applied Science,	Saddleback College
Buell, Erik	Johnson, Matt	McCall, Preston
Stoneking, Mary		

K. <u>VOLUNTEERS</u> - Continued

1. The following individuals are to be approved as Volunteers for the 2013/2014 academic year.

<u>Fine Arts, Irvine Valley College</u> Levenson, Fabienne

Humanities and Languages, Irvine Valley CollegeKomada, MihoKung, Lhui-NingTatsumi, Asuka

Kinesiology, Physical Education and Athletics, Saddleback College Napombhejara, Jirabhajara

Liberal Arts, Saddleback College Ayoughi, Fatemeh

Library Services, Irvine Valley College Pakshir, Peyman

Marketing, Communication and Broadcast Systems, Irvine Valley College Bernard-Swayne, Denise South Orange County Community College District

SENIOR RESEARCH AND PLANNING ANALYST, Job ID # – Classified Bargaining Unit Salary Schedule Range 144

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under direction of Director, Planning, Research, & Accreditation, or designee, leads, oversees, and participates in the more complex and difficult work of staff responsible for planning, conducting, and presenting research and analysis of institutional data related to the development and assessment of College programs, services, activities, and enrollment patterns; designs and executes complex research studies; and provides technical assistance to College staff in the areas of program evaluation, assessment, and analysis.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level class in the Research and Planning Analyst series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed and the complexity of duties assigned. Employees perform the most difficult and responsible types of duties assigned to classes within this series including the provision of functional and technical supervision over lower level research and planning analysis staff. Employees at this level are required to be fully trained in all procedures related to assigned area of responsibility and have the demonstrated ability to provide leadership in the design and execution of complex program evaluation.

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. Lead, plan, train, and review the work of staff responsible for implementing research related to program and administrative reviews, outcomes assessment, and program evaluation as well as survey activities associated with student success and institutional effectiveness; actively participate in performing the most complex work of the unit.
- 2. Train assigned employees in their areas of work including current software practices, provision of advanced technical information, and research design, program evaluation, and statistical analysis techniques.
- 3. Verify the work of assigned employees for accuracy, proper methodology, techniques, and compliance with applicable standards of practice and specifications in the areas of analysis, report preparation, and dissemination of information/results related to statistical, demographic, and empirical studies used in College programs and services; edit and review College statistical information for accuracy and conformity to standards.
- 4. Coordinate the work of assigned employees in documenting research protocols and processes related to program and administrative reviews and survey research activities in accordance with established standards of practice and procedures; prepare end user and technical documentation and instructions related to information systems, data warehouse, and research agendas.

South Orange County Community College District Page 2 - Senior Research and Planning Analyst

- 5. Consult with College administrators regarding research needs, current studies, results of research, and related matters.
- 6. Design and develop College enrollment tracking systems and measurement; design and develop data collection procedures and acquisition of data and analysis for enrollment management and planning.
- 7. Analyze requirements and make recommendations for appropriate research design methodologies (quantitative and qualitative), data collection, analytical strategies, and statistical analysis techniques associated with College survey research activities and program evaluations.
- 8. Identify, develop, and implement effective and sound survey instruments and intake forms for both required and investigative data trends analysis; evaluate and recommend appropriate sampling methods and techniques; participate in the collection and processing of data; participate in and review and coordinate the work of staff responsible for analyzing data and presenting results in comprehensive reports; assist College staff in accessing student data and with data analysis.
- 9. Write and provide technical and editorial assistance in the writing and publishing of special reports and publications; complete surveys and reports required by external public and private agencies; provide research support to grant applications and existing grants as required.
- 10. Consult with College leadership in making recommendations for a campus-wide research agenda; edit and review College related statistical information for accuracy and conformity to standards; assist College leadership with other specific research requirements including those for accreditation.
- 11. Coordinate with District and College Information Technology and Research and Planning staff for the development and implementation of an accurate, effective, and useful District information management system.
- 12. Operate computer and peripheral equipment including the technical aspects of current statistical analysis, spreadsheet, and database management software; utilize query programs to access and extract data as required for various projects.
- 13. Coordinate the development and design of office website; publish research information on site.
- 14. Evaluate information and decision support requirements; design and generate data collection strategies to support management decision making; submit reports to various governmental agencies as required; maintain communication with external research and planning agencies to ensure the College remains current with the latest trends in research and data acquisition for the community college system.
- 15. Respond to ad hoc requests for a variety of research inquiries; provide technical support and expertise to resolve problems in an efficient manner.
- 16. Serve as project manager or team leader as assigned.
- 17. Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of research, program evaluation, and accountability initiatives.
- 18. Perform related duties as required.

South Orange County Community College District Page 3 - Senior Research and Planning Analyst

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:

Advanced research design (quantitative) and statistical analysis methods and procedures and their application to program evaluation, survey research (including sampling designs), and statistical inference and significance.

Advanced knowledge of longitudinal research and analysis protocols, methods, and database tracking systems.

Advanced survey design methods and implementation techniques. Advanced project management, data management, and reporting skills.

Methods and techniques of data collection, coding, extraction and processing, statistical analysis, and reporting.

Principles of lead supervision and training.

Office procedures, methods, and equipment including operating characteristics of personal and mainframe computers, peripherals, and a variety of software applications including advanced statistical analysis, word processing, presentation, advanced spreadsheet, and database management applications.

Principles of database design and maintenance.

Principles and practices of statistical, and administrative report preparation. Principles of business letter writing and applied research report preparation. Oral and written communication skills.

Work organization principles and practices.

English usage, grammar, spelling, punctuation, and vocabulary. Methods and techniques used in public relations.

Ability to:

Lead, organize, and review the work of staff.

Independently and demonstrating personal initiative, perform the most difficult research design, analysis, and reporting on large scale research initiatives and program evaluations.

Identify, evaluate, and solve complex research design and analysis problems. Interpret, explain, and enforce department policies and procedures.

Analyze requirements, recommend research design and analytical strategies, and execute complex statistical analyses appropriate to program evaluation activities and tasks.

Design, implement, and maintain longitudinal databases that complement student information systems.

Write complex and applied reports related to research projects and program evaluations that demonstrate the ability to appropriately analyze statistical data and develop sound, logical conclusions and recommendations

Develop, implement, and complete comprehensive research projects and program evaluations within specific deadlines.

Present and explain technical information in understandable terms.

Understand the organization and operation of the assigned program area as necessary to assume assigned responsibilities.

Understand, interpret, and apply administrative and office policies and procedures as well as pertinent laws, regulations, and ordinances.

Plan and organize work and the work of assigned employees to meet deadlines and changing priorities and timeframes.

Operate office equipment including personal and mainframe computers, peripherals, and supporting applications including advanced spreadsheet and database management systems used in data analysis, maintenance, and report preparation.

Utilize sophisticated survey development and data processing equipment and software. Develop and implement online survey tools.

South Orange County Community College District Page 4 - Senior Research and Planning Analyst

Ability to:

Adapt to changing technologies and learn functionality of new equipment and systems.

Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.

Work well in team situations and collaborate effectively with diverse groups of people.

Work with and exhibit sensitivity to and understanding of the varied racial, ethnic, cultural, sexual orientation, academic, socio-economic, and disabled populations of community college students.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

<u>EDUCATION AND EXPERIENCE GUIDELINES</u> - 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 Master's degree from an accredited college or university with major course work in social sciences, education, or a related field.

Experience:

Three years of increasingly responsible research analysis and program evaluation experience including experience in the collection, analysis, reporting, and presentation of research data.

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.

<u>Environment</u>: 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 staff and others. At least minimal environmental controls are in place to assure health and comfort.

<u>Physical</u>: 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.

ACTION:	Approval
RE:	SOCCCD: 2014-2015 Bonded Sabbatical Recommendations
FROM:	Gary L. Poertner, Chancellor
то:	Board of Trustees

BACKGROUND

Under the authority of Article XXVI, Section H, of the Academic Employee Master Agreement, twenty-eight (28) semesters are available for sabbatical leave for the 2014-2015 academic year. According to Article XXVI, Section I, Subsection A, of the Academic Employee Master Agreement, sabbaticals are allowed for the professional enhancement of the faculty member, which shall benefit the faculty member, his/her college, students, and/or the District. Sabbatical applications and supporting information were forwarded to and reviewed by the SOCCCD District-wide Sabbatical Committee, comprised of faculty and administrators representing the colleges and the district. Using the criteria of Article XXVI, fifteen (15) full-time faculty members are recommended for bonded sabbatical leaves during the 2014-2015 year. Of the fifteen proposals selected, one (1) faculty member requested a full-year sabbatical. Of the fourteen (14) faculty members requesting single-semester sabbaticals, eight (8) requested sabbaticals for Fall Semester 2014 and five (6) requested sabbatical leave for Spring Semester 2015.

<u>STATUS</u>

The SOCCCD Sabbatical Committee met and reviewed all requests for sabbaticals for the 2014-2015 academic year. The committee, chaired by Dr. Tony Huntley, Professor, Mathematics, Science and Engineering, Saddleback College, and Dr. David Bugay, Vice Chancellor, Human Resources & Employer/Employee Relations, voted to recommend faculty members listed in Exhibit A for sabbatical leaves during the 2014-2015 academic year. Budget planning will reflect provisions to accommodate the sabbatical teaching loads.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the recommended faculty members, listed in Exhibit A, for bonded sabbatical leave during the 2014-2015 academic year.

South Orange County Community College District 2014-2015 Sabbatical Committee Recommendations

MARK BLETHEN

Kinesiology Department/Division of Kinesiology & Athletics Saddleback College Spring Semester 2015

TITLE: Kinesiology Department Curriculum Evaluation and Proposal for Expansion

GOALS and OBJECTIVES:

- 1. Evaluation of current curricular offerings at Saddleback College
- 2. Examination of the lower division course offerings at the most likely transfer institutions within the California State University system.
- 3. Identify all possible lower division courses offered at the target institutions that are not currently offered at Saddleback College.
- 4. Identify any required facility expansions or improvements that would be necessary for the addition of any course.
- 5. Identify any additional equipment or materials necessary for additionally proposed courses.
- 6. Estimate any monetary costs associated with the addition of a proposed course, including facilities and equipment/supplies.
- 7. Identify areas of academic expertise essential for the development of any proposed courses.

ACTIVITIES:

The activities to be conducted during this study will include online research into current curricula at Saddleback College and specified California State Universities, visits to specified CSU campuses, meetings with CSU faculty members, as well as meetings with Saddleback College faculty members.

- 1. The study will result in the production of a report detailing the K & A division's capabilities for expanding the curriculum. This report will include a list of potential courses derived from existing curricula at CSU campuses offering Kinesiology as a program of study, as well as the requisite facilities, equipment and materials necessary for instruction of those courses.
- 2. The report will be presented to the K & A division faculty during flex week, and a hard copy will be delivered to the K & A division office.

ALLISON CAMELOT

Sociology Department/Social and Behavioral Sciences Saddleback College Spring Semester 2015

TITLE: Development of a "Food and Society" Course

GOALS and OBJECTIVES:

- 1. Complete the final course in a series of graduate courses I have completed on food and society ("Farm to School: A Growing Movement" course).
- 2. Research textbooks and develop a reader for the Food and Society course.
- 3. Complete the course outline for the Food and Society course to submit to Curriculum for approval.
- 4. Research all main topics for the Food and society course (food supply system, sustainability, urban farming, farming, culture and food, gender and food, the media and body image, water supply, etc.) in order to develop lectures, course materials, and present current data on each topic.
- 5. Complete each of the PowerPoint presentations on each of the main topics covered in the Food and Society course.
- 6. Develop assignments for the Food and Society course including specific assignment instructions.

ACTIVITIES:

- 1. Register for and complete the final graduate course in a series of courses on food and society, "Farm to School: A Growing Movement."
- 2. Research textbooks and develop a reader for the Food and Society course. Decide on a text and reader for the course.
- 3. Write the course outline for the Food and Society course and submit to Curriculum for approval.
- 4. Research each of the main topics for the Food and Society course and collect the current data on each topic.
- 5. Develop lectures and course materials for the Food and Society course.
- 6. Develop the PowerPoint presentations on each of the main topics.
- 7. Develop the assignments and assignment instructions for the assignments that will be required for students taking the Food and Society course.

- 1. Proof (letter) of completion of the "Farm to School: A Growing Movement" graduate course.
- 2. Completion of course outline for the Food and Society course and submit to Curriculum for approval.
- 3. Lectures and course materials for the Food and Society course.
- 4. PowerPoint Presentations for each main topic covered in the Food and Society course.
- 5. Assignment instructions for each of the assignments required for the Food and Society course.

TERRY CHATKUPT Art/Digital Media Art/Fine Art Irvine Valley College Fall Semester 2014

TITLE: Wayfinding: An Experimental Documentary Film Project

GOALS and OBJECTIVES:

- 1. To produce an experimental documentary film
- 2. To conduct research for the film's narrative
- 3. To acquire visual material (original footage and archival imagery) for the film's content

ACTIVITIES:

Pre-Production:

- researching text and other relevant resources
- writing of original script
- interviewing professionals and related subjects
- scouting locations
- acquiring archival material

Production:

• filming original media

Post-Production:

- video editing all media
- outputting final film

Delivery

- screening of final film
- lecturing on project process and experience

- 1. Experimental Documentary Film
- 2. Multimedia Lecture

CHRISTOPHER CLAFLIN

Graphic Design & Graphic Communications / ATAS Division Saddleback College Spring Semester 2015

TITLE: Study of the Emerging Field of Data Visualization and Its Potential For Effective Teaching Materials

GOALS and OBJECTIVES:

- 1. To acquire knowledge and firsthand experience in the emerging field of Data Visualization
- 2. To investigate the use of Data Visualization principles for creating effective teaching materials
- 3. To research the potential of Data Visualization as a course of study at Saddleback College

ACTIVITIES:

Activities will include: a review of the current literature on this emerging field of graphic communication, including a minimum of 3 books and 8 peer-reviewed journal articles; a 30 hour externship with a Data Visualization studio; creation of teaching materials using Data Visualization techniques and principles, researching career projections for this field; researching academic programs and degrees in Data Visualization currently offered by colleges; authoring a recommendation regarding Data Visualization as a future course of study at Saddleback College.

- 1. A written summary of the reviewed literature
- 2. A written summary of the experience and knowledge gained through the externship
- 3. Newly created teaching materials including a static graphic and an animated graphic
- 4. A written summary of the field of Data Visualization as a career option
- 5. A written recommendation of the potential for Data Visualization as a course of study at Saddleback
- 6. A final comprehensive written report of the sabbatical project
- 7. A comprehensive PowerPoint presentation of the sabbatical project

DAVID FRANCISCO

Counseling Services & Special Programs Saddleback College Fall Semester 2014

TITLE: Creating Online Student Self-Service Workshops to Assist Students in Developing Academic Plans using My Academic Plan (MAP) GOALS/PURPOSE:

1. The Student Success Act of 2012 requires students to have a comprehensive online education plan reviewed by a counselor once a student has completed 15 units. Saddleback is significantly understaffed in the area of counseling faculty and will need to hire more counselors to achieve this goal. In addition to hiring new counselors, this sabbatical project will help Saddleback College and our students in meeting this new State requirement by creating online student self-service MAP workshops. This will enable students to begin the process of developing education plans more independently. It is my hope that these online self-service MAP workshops will promote an environment of student self-advocacy and personal responsibility in which students take more ownership of their education plans and have greater overall understanding of the complexities of developing education plans. In this way, students would come to appointments with counselors more prepared thus increasing efficiency of counseling faculty time as well as the overall quality of education plans.

OBJECTIVES:

- 1. To create four easily accessible online self-service workshops for students to begin developing comprehensive academic plans using My Academic Plan (MAP) including the following educational goals:
 - a. Students undecided on an educational goal
 - b. Students transferring to the California State University or University of California
 - c. Students transferring to Private or Out-of-State Colleges and Universities
 - d. Students pursuing Associate Degrees or Certificates
- 2. To learn latest technologies applicable to development of online self-service MAP workshops including but not limited to Camtasia and Blackboard Collaborate/CCC Confer.

ACTIVITIES:

- 1. Meet with CIDDE staff to learn which programs would be most effective in creating online self-service MAP workshops.
- 2. Consult with Matriculation Coordinator and counseling faculty to ensure appropriate content of workshops in accordance with new legislation.
- 3. Consult with Disability Services to ensure ADA compliance.
- 4. Continue working closely with MAP Design and Implementation committee to ensure workshops are developed in keeping with latest bug fixes as well as integration of new degree audit software.
- 5. Create workshops and post online in consultation with Dean of Counseling.

PRODUCTS:

1. Four online student self-service MAP workshops for students to begin developing comprehensive education plans as detailed in objectives.

CAROLINE GEE Psychology/SBS Saddleback College Fall Semester 2014

TITLE: Blackboard Basics for Students

GOALS and OBJECTIVES:

- 1. Address student success and retention issues in online education
- 2. Provide additional support for students using Blackboard
- 3. Create a series of screen capture videos to explain frequently utilized features of Blackboard

ACTIVITIES:

Students new to the college or new to Blackboard often do not know how to find their courses in Blackboard, or even how to log in. From my experiences teaching online classes and organizing the How to Succeed in an Online Class Workshops, it seems that students are also concerned about using discussion board forums and taking online exams. During my tenure as the Distance Education Committee Chair, the committee recognized the need for such valuable student videos. For my project, I will create a series of screen capture videos to explain student username and passwords, show commonly utilized features of Blackboard, and answer frequently asked questions about Blackboard. The videos will be general enough so that students understand that even though the "look" of Blackboard will change with various upgrades, the concepts will remain the same. The videos will be posted on a streaming video site (such as YouTube) to allow 24/7 access for students.

The sabbatical project will include:

- a. Surveying students, faculty, and staff about the types of technical difficulties students are most likely to have. Researching best practices in creating professional videos.
- b. Writing scripts and creating storyboards for the screenshots in the videos. Video topics will include: how to log in to Blackboard, finding a class in Blackboard, what an online class looks like, how to use discussion board forums, how to take an online exam, and how to submit an assignment to Blackboard.
- c. Create videos using Camtasia to allow for screen capture and effective editing.
- d. Post the videos on a streaming video site (YouTube.com) for all students, faculty, staff, and the community to access. Close captioning the videos for accessibility and to comply with Sections 504 and 508 of the Rehabilitation Act of 1973.

PRODUCTS:

1. A series of screen capture video tutorials for using Blackboard

ELIZABETH HORAN Library /Online Education and Learning Resources Saddleback College Fall Semester 2014

TITLE: Blackboard Basics for Faculty: Using Blackboard to Enhance a Face-to-Face Class

GOALS and OBJECTIVES:

- 1. Create a collection of Blackboard Basics for Faculty step-by-step instructional videos, for faculty who teach face-to-face classes and would like to utilize Blackboard to enhance their classes and the learning experience of their students with technology.
- 2. Design the Blackboard Basics for Faculty step-by-step videos based on best practices in online pedagogy, basic Blackboard tools, and online teaching theories so the videos will remain relevant through Blackboard upgrades and the evolving landscape of online education.
- **3.** Have the videos be a resource for all SOCCCD faculty and encourage a community of technology training and innovation across the district.

ACTIVITIES:

Create seven step-by-step faculty instructional videos to train faculty who teach face-toface classes how to use Blackboard to enhance their classes and the learning experience of their students through technology.

PRODUCTS: Blackboard Basics for Faculty: Using Blackboard to Enhance a Face-to-Face Class

- 1. Video 1: Introduction
- 2. Video 2: Welcome to Blackboard: your first Blackboard shell
- 3. Video 3: Announcements and Syllabus
- 4. Video 4: Assignments
- 5. Video 5: Contact info and Resources & Links
- 6. Video 6: Grades
- 7. Video 7: Making your class visible to students and reusing what you created

ELIZABETH ININNS

BiologicalSciences; Math, Science & Engineering Saddleback College Fall Semester 2014

TITLE: Development of a Hybrid Distance Education (DE) General Microbiology (Bio 15) Course for Saddleback College

GOALS and OBJECTIVES:

- 1. Produce an online lecture series for General Microbiology (Bio 15) to complement a traditional face-to-face microbiology laboratory section of the course. Work with the CIDDE staff to produce the most engaging and effective lecture videos using Camtasia captured animated PowerPoint slides.
- 2. Create a series of online quizzes, exercises and critical thinking activities to reinforce and assess student learning of the lecture material. These quizzes and activities will allow students to master the lecture material in manageable, flexible modules that will accommodate different student learning styles.
- 3. Learn new distance education technologies and Web 2.0 tools for use in both my traditional and distance education courses. Update and sharpen my technological skills to keep up with rapid advances in computer based learning and teaching modes.

ACTIVITIES:

I will start by surveying current distance microbiology courses and websites to see what is the standard in teaching microbiology online. I will consult with faculty members who are already using distance delivery methods in their classes. I will complete two more of the courses in the Online Educator Series to update and sharpen my technological skills. The bulk of my time will be spent working with CIDDE in their sound booths to produce Camtasia captured PowerPoint lectures for each of my traditional face to face lectures and upload them to the Saddleback server or YouTube. I will break up each traditional lecture (1.5 hour) into four to six shorter individual Camtasia recordings. I will also work to create weekly online quizzes, exercises and critical thinking activities to reinforce the lecture material and assess student learning.

- 1. Approximately 60 fifteen-minute Camtasia lectures on General Microbiology, available to enrolled students and other instructors on the Saddleback server or though YouTube.
- 2. Approximately 16 online quizzes with instant feedback for student assessment and redirection for greater mastery of the lecture material. These additional exercises and activities will be available for enrolled students and shared with other instructors at Saddleback.
- 3. I will present my findings to the Biological Sciences Department at the Spring In-Service meeting, and with their approval, teach a hybrid Biology 15 course in or before the Fall Semester of 2015. I will make my materials available to other instructors in the department and be a resource for others who are developing online courses at Saddleback.

DIANE McGROARTY Fashion/ATAS Saddleback College Fall Semester 2014

TITLE: European Fashion Directory & Fashion Curriculum Development

GOALS and OBJECTIVES:

- 1. Create European Fashion directory which will include: garment districts, haute couture shops, department stores, flag ship stores, bargain shopping, exemplary fashion merchandising and design institutes and fashion museums.
- 2. Network with European fashion industry professionals and educators.
- 3. Obtain current fashion trend information and visual merchandising materials to be used in fashion curriculum development.

ACTIVITIES:

- Research, identify and describe the three fashion capitals of the world.
- Examine and critique European fashion institutes.
- Identify and assess major garment districts in each fashion capital.
- Locate and compile a list of major European fashion museums in each fashion capital.
- Attend fashion weeks in London, Paris & Milan.

- 1. European Fashion Directory
- 2. Fashion Curriculum Development

KAY FERGUSON RYALS

English, Humanities and Languages Irvine Valley College Spring 2015

TITLE: Preparing Electronic Teaching Materials for American Literature 22: American Literature to Twain

GOALS and OBJECTIVES:

- 1. To acquire expertise in electronic means of content delivery to expand my pedagogical repertoire in regular classes and to prepare me to offer hybrid and online literature courses.
- 2. To prepare a variety of materials to be used in Lit 22 (American Lit Survey, Part 1). Materials will include but are not limited to PowerPoint presentations, videos, and posted materials of course content including lecture materials and assignments.
- 3. To meet, through the creation of these materials and the development of my skills with various instructional technologies, the need for online literature courses as determined by the IVC English Department and the college.

ACTIVITIES:

I wish to learn how to use several technologies that I have not had time to master during the regular school year so that I can incorporate them with ease into my regular class delivery and be prepared to teach online literature classes as needed by students and supported by my department and college. The Sabbatical activities will include: A careful review of scholarship on effective pedagogy using electronic content-delivery technologies in the field of literature; training Camtasia, Mediasite, PowerPoint, Blackboard, and other relevant content-delivery technologies; creating course content for a core IVC literature course.

PRODUCTS:

1. Course materials including class orientation, lecture materials, and assignments to be used in Lit 22 whether in regular, hybrid, or online delivery.

GARY RYBOLD

Communication Studies/School of Fine Arts Irvine Valley College Fall Semester 2014

TITLE: Public Speaking and the Irvine Valley Project: Documenting Best Practices

GOALS and OBJECTIVES:

- 1. Discover best practices for teaching public speaking using the Irvine Valley Project Pedagogy
- 2. Document basic pedagogy and variations
- 3. Seek publication

ACTIVITIES:

The Department of Communication Studies conducted presentations on the IVC Project at national (2010) and regional conferences (2012). In the IVC project, basic communication classes change pedagogy to substantially increase speaking and critical thinking opportunities. Currently, after direct mentoring by IVC instructors, seven other campuses are utilizing aspects of the project. Informal discussions among the network of project instructors have uncovered an evolving nature of the pedagogy.

This sabbatical project seeks to document the variations of the IVC Project. To uncover best practices, the case study methodology will interview 10-15 instructors currently using the project. These best practices will be documented in an "instructor manual" type publication and made available to the community at large.

- 1. Sabbatical Report
- 2. Paper for conference/journal
- 3. Instructor manual (on-line)

MAUREEN K. SMITH Geography/SBS Saddleback College Spring Semester 2015

TITLE: Study Abroad To New Zealand

GOALS and OBJECTIVES:

- 1. Determine the feasibility of a New Zealand study abroad program.
- 2. Define the appropriate length and type of study abroad program to New Zealand.
 - a. Semester long program sponsored by a University in New Zealand
 - b. Three week intensive program
- 3. Utilizing a proposed itinerary, travel through New Zealand visiting and researching each lecture and laboratory stop.
- 4. Create the itinerary for the study abroad program.
- 5. Enhance current geography courses Physical Geography lecture and laboratory, Cultural Geography lecture and World Regional Geography lecture by adding knowledge, examples, personal experiences, and photographs obtained during the sabbatical.

ACTIVITIES:

The sabbatical will include:

- 1. Gather information on the process of leading a study abroad program for SOCCCD.
- 2. Research the itinerary for the proposed program in New Zealand.
- 3. Perform the scouting trip to New Zealand during the semester the sabbatical is granted. The scouting trip is essential for understanding cultural differences, environments, locations, accommodations, weather, and the day to day planning for the program. This will allow for the development of a safe, smooth, and appropriate study abroad program.
- 4. Visit college geography departments and study abroad offices to assist in determining the appropriate length and type of study abroad program offered to SOCCCD students.
- 5. Create a finalized itinerary for a study abroad program to New Zealand.
- 6. Incorporate all relevant information and photographs into all of my geography courses along with sharing this information with fellow Social and Behavioral Science faculty.

- 1. The detailed itinerary for a study abroad program to New Zealand.
- 2. A plethora of first-hand information and photographs of physical and cultural geography found in New Zealand that will be added to all of my geography courses.

PARISA SOLTANI

Supportive Services/School of Guidance & Counseling Irvine Valley College Spring Semester 2015

TITLE: Student Success: Supporting Students on Academic and Progress Probation GOALS and OBJECTIVES:

 Create a comprehensive process to identify and intervene with students on academic and progress probation. (no process currently, exist at IVC to address 1,400 students on probation)

- progress probation (no process currently exist at IVC to address 1,400 students on probation each term)
- Educate students about the impact probationary status will have on their registration date and overall academic progress (specifically for groups such as EOP&S/CARE/CaiWORKs, Veterans, DSPS) i.e., loss of priority registration due to academic probationary status based on SB1456 guidelines)
- 3. Develop effective intervention strategies through the School of Guidance & Counseling
- 4. Conduct immediate outreach to students on academic probation
- 5. Track and survey students who have participated in the aforementioned intervention, monitor their progress or lack thereof and assess the impact of the workshop on their success/failure

ACTIVITIES:

Saddleback College has developed a comprehensive strategy to identify, contact, and intervene in regards to students on academic and progress probation. While it is not mandated to place holds on students' records, SC has done so in order to ensure students follow through and receive proactive intervention strategies. A website exists with resources and Title V documentation (including changes to repeatability) about academic and progress probation, various A&R forms and campus policies on probation. Currently, IVCA&R identifies students and mails letters to inform said students on their academic and/or progress probation and/or dismissal status. No formal intervention process or collaboration occurs between A&R, Counseling or IT. My hope is to use the model at SC to develop a process specific to IVC student, faculty and staff needs while using the available technology and resources to connect with students. At SC the academic and progress probation coordination is done through A&R, specifically the Office of Matriculation by a faculty member (Counselor). IVC does not have the same organizational layout or formal process. My goal is to develop and establish an effective and efficient process in order to provide clear guidelines and resources for students. I have joined the SHERPA implementation team meetings and have started discussions with A&R in regards to my Sabbatical proposal. **PRODUCTS:**

- 1. An automated comprehensive process between Admissions & Records, District IT and Counseling to identify, contact, and intervene throughout the course of the first term of student probationary status at IVC. Currently, there is no formal process at IVC between A&R, District IT, and Counseling to intervene if a student is on academic or progress probation.
- 2. A thorough power point presentation that includes student active participation in an extensive workshop. The presentation will focus solely on academic and progress probation, how students arrived at probation, how to remove themselves from probation, consequences of continues probation as it relates to reaching their academic and personal goals.
- 3. Report on data relating to student success and retention of students that participated in the probationary workshops (both qualitative and quantitative data will be collected and evaluated through inForm and the IVC Research Office).
- 4. Additional funds generated through the SB 1456 Student Success & Support Program Credit Funding Formula.

BEATRICE TSENG

Spanish Dept., School of Humanities and Languages Irvine Valley College 2014-2015 Academic Year

TITLE: Integrating Culture, Grammar and Vocabulary in the Spanish Program Through Games and Power Point Presentations

GOALS and OBJECTIVES:

The goal of my sabbatical is to enhance students' grasp of vocabulary, grammar and culture presented in Spanish classes through cultural Power Point presentations and communicative and cooperative games. This fall, the IVC Spanish Department adopted a new textbook, *Tu mundo*. To enhance the cultural information presented in each chapter of *Tu mundo*, I plan to create 15 cultural Power Point presentations introducing and further describing each country and 6 Power Point presentations that present six Hispanic artists and their artwork. The set of 15 games I plan to create are based on the culture, grammar and vocabulary of each chapter, and they can be played as a review the day before an exam. These games will help students recall the material learned in class in an entertaining way, lowering their level of anxiety while having fun practicing the language.

ACTIVITIES:

- 1. I will research information and find images on the cultural highlights of each featured country or countries presented in chapters 1 15 of the Spanish textbook.
- 2. I will research and identify six famous artists, search for images of their artwork, and create six Power Point presentations, one on each artist.
- 3. I will review every chapter's vocabulary, grammar and cultural information in the Spanish textbook *Tu mundo* and decide which categories and questions to use in each game. I will then research the Internet for artwork and images based on chapters 1 15 of the textbook to be included in the appropriate categories of the *Jeopardy*-like games. Finally, I will create the games based on the vocabulary, culture, and grammar of each chapter.
- 4. I will create a web page where I will upload each of the 15 games and make them available for all instructors using the textbook *Tu mundo* in the United States and abroad.

- 1. 15 Power Point presentations featuring cultural highlights of many Spanish-speaking countries
- 2. 6 Power Point presentations on Hispanic artists with biography and artwork
- 3. 15 Jeopardy-like games based on the vocabulary, grammar and cultural information covered in the Spanish textbook *Tu mundo* used in Spanish 1, 1A, 1B, 2 and 3
- 4. A document with the answers to all the questions in the games for the instructors' reference
- 5. A web page with all 15 games published so they can be accessed by any instructor using the Spanish textbook *Tu mundo* in the USA and around the world

MICHELE WOLFF

Health Sciences & Human Services Division Saddleback College Fall Semester 2014

TITLE: Pediatric Learning Modules for NI73 Nursing Care of Children and Families

GOALS and OBJECTIVES:

N173 Nursing Care of Children and Families is a required course for the nursing program at Saddleback College. Traditional lecture with a review of course slides and lecture notes is the prevailing method of delivering essential content. Students learn best through interactive learning and the use of innovative teaching strategies. This project would provide a vehicle for students to prepare for class discussion of selected pediatric topics using newly developed self- learning modules. The new modules would focus on evidence based practice, standards of care and future trends with an emphasis on engaging presentation style in a succinct and electronic format. Students would complete the self-study activities in advance of scheduled class time to include variety of interactive and web based formats. Faculty would discuss case studies and/or use other interactive activities in the classroom to reinforce learned content. In addition, this project would: direct use of existing resources, provide a direction to the acquisition and utilization of new resources and facilitate elimination of resources that are no longer needed for the selected topic areas.

ACTIVITIES:

- 1. Identify topic areas in N173 that would best fit a self-learning module format. Receive input from N173 team members to solicit ideas for potential topic areas and resources to be used.
- Review materials currently being used in N173 including: review of existing video case studies, DVDs, computer assisted learning, ATI learning materials, and other supplemental materials. Review would focus on applicability to N173 course objectives and evidence based practice in an engaging, interactive, electronic and concise delivery method that is ADA compliant.
- Locate and obtain free and commercially available resources on selected topics based on review criteria. Obtain permission for use of free resources as needed. Recommend the products for purchase using division "wish list" system and grant funds as available.
- 4. Develop three learning modules that integrate various learning activities from preexisting or newly developed learning materials.
- 5. Integrate new learning modules into N173 course materials on Blackboard.
- 6. Measure learning though multiple choice test questions to be included on N173 quizzes and exams. Revise current N173 Simulation exercises to measure and reinforce learning.
- 7. Collaborate with NI73 team regarding implementation of the materials.

- 1. Three self-directed study modules on pediatric topics covered in N173 that include a case study or other interactive teaching tool for each module to be used in the classroom.
- 2. Test questions related to each module and revised N173 Simulation exercises.
- 3. Updated supplemental course materials through removal and acquisition processes.

ITEM: 7.1 DATE: 1/27/14

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: List of Board Requested Reports
- ACTION: Information

BACKGROUND

At a prior board meeting, members of the Board of Trustees asked for a listing of reports requested by the board every six months. To ensure that follow up and tracking takes place regarding the board requested reports, this item includes a table providing status and includes 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. This report is intended to be a standing item on every board agenda, when appropriate, with old information dropped off and new requests added.

<u>STATUS</u>

The Board report listing (EXHIBIT A) is coordinated and prepared by the Office of the Chancellor and Trustee Services.

This report is intended to provide status of board requested reports 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 Submitted By:	Date Submitted to the Board of Trustees
11/25/13	Campus Public Safety Cameras	Tim Jemal	December 2013	Tod Burnett, SC Glenn Roquemore, IVC	December 16, 2013
11/25/13	Cost/Benefit of Using Higher One to Distribute Financial Aid Funds	Marcia Milchiker	December 2013	Tod Burnett, SC Glenn Roquemore, IVC	December 16, 2013

ITEM: 7.2 DATE: 1/27/14

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College and Irvine Valley College: Speakers

ACTION: Information

BACKGROUND

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

<u>STATUS</u>

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

Item Submitted By: Dr. Tod A. Burnett and Dr. Glenn R. Roquemore, Presidents

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

Presentation Date/Time	Location	Faculty Member	Course Title/Activity	Speaker	Торіс

IRVINE VALLEY COLLEGE

Presentation Date/Time	Location	Faculty Member	Course Title/Activity	Speaker	Торіс
1/14/14, 2:00pm	BSTIC 120	Cathleen Greiner, Administrator	Faculty Professional Development, Distance Education	Francine Van Meter	Best practices for DE, Faculty Excellence Center, ACCJC preparation, and course approval process

ITEM: 7.3 DATE: 1/27/14

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: Basic Aid Report
- ACTION: Information

BACKGROUND

The District returned to Basic Aid status in FY 1999-2000. The Board of Trustees has requested regular information reports about projected basic aid receipts and approved projects.

STATUS

As of December 31, 2013, total estimated Basic Aid receipts are \$519.4M and total approved projects are 507.7M. The balance of \$11.7M includes the reserve of \$7.8M and unallocated funds of \$3.9M.

It should be noted that some of the approved projects are for state funded project match. Although approved, these funds will not be needed until the projects are approved by the State for funding.

There were no changes for the Basic Aid allocation from the December, 2013 Board report.

South Orange County Community College District Expenditure History for Approved Basic Aid Projects January 27, 2014

Project Description	Approved Amount	1999/09 Actual	2009/10 Actual	2010/11 Actual	2011/12 Actual	2012/13 Actual	Balance Remaining for 2013/14
CLOSED PROJECTS							•
CLOSED PROJECTS TOTAL	166,258,363	151,126,393	7,520,626	3,582,102	3,818,817	177,023	33,403
	100,230,303	131,120,393	7,320,020	3,302,102	3,010,017	177,023	55,405
CAPITAL PROJECTS							
Campus Appearance Improvement IVC & SC (2009)	1,000,000	378,837	215,312	144,365	738	140,555	120,193
ATEP Building Demolition (2007)	13,700,000	61,693	12,192	1,439,404	781,124	109,025	11,296,561
ATEP First Building Phase 3A (2011)	12,500,000						12,500,000
ATEP Operating Budget* (2006)	12,197,558	6,208,934	2,390,930	1,798,762	507,119	564,290	727,523
ATEP Site Development (2012)	340,436				31,948	98,851	209,637
ATEP Site Development (2013)	4,100,000					693,427	3,406,573
ATEP Site Development Negotiations (2008)	4,265,883	1,979,700	592,509	618,846	322,921	652,433	99,475
ATEP Staffing, Equipment, Program Development (2007)	891,611	20,689	171,285	346,066	291,119	7,785	54,667
VC A200 Success Center (2014)	46,095						46,095
IVC A400 Bldg Remodel (2011)	13,013,000				28,153	608,333	12,376,514
IVC Defects Performing Arts Center (2014)	1,400,000						1,400,000
IVC Design and Install Entrance from Barranca (2003)	2,850,000	9,950	41,576	45,644	143,803	25,074	2,583,952
IVC Fine Arts Building (2008) - State Delay, Future Project request	61,278	61,278					-
IVC Life Sciences Project (2004)	13,490,000	81,776	793,360	448,231	(1,169,892)	693,544	12,642,981
IVC New Parking Lot (2013)	3,010,000						3,010,000
IVC Peforming Arts Center Waterproofing (2013)	470,000						470,000
IVC Repair Exteriors A100, A200, A300, A400, B100 (2010)	400,000		-	215,836	34,022	57,439	92,703
IVC Replace Main Water Valves (2010)	275,000		6,035	76,957	97,311	17,485	77,213
IVC Replace Natural Gas Piping A&B Quads (2010)	230,000		3,088	41,368		78,605	106,939
IVC Science Lab Addition & Remodel (2006)	5,180,000	2,736,299	2,024,161	412,531	-		7,009
IVC SSC HVAC System (2010)	800,000		1,346	19,668	732	12,124	766,130
IVC Upgrade Exterior & Entries to B300 (2013)	680,000						680,000
SC Building Repairs - Library Remodel (2003)	12,091,000	77,892	511,511	745,863	1,817,215	(630,004)	9,568,522
SC Building Repairs - LRC Comm Arts Renovation (2013)	2,622,000				-	12,320	2,609,680
SC Building Repairs - ATAS Building (2003)	6,210,313	153,424	-	13,800	94,380	167,292	5,781,417
SC Building Repairs - ATAS Swing Space Renov (2013)	9,520,687					124,917	9,395,770
SC Demolition and Upper Quad Remodel (2008)	1,000,000		-				1,000,000
SC Fine Arts HVAC Renovation (2013)	4,950,000					2,754	4,947,246
SC Golf Driving Range Net Replacement (2005)	300,000	96,800	5,000	4,950	19,300	42,520	131,430
SC Health Sciences/DS Waterproofing (2013)	1,000,000						1,000,000
SC New Gateway Building (2013) (Match)	1,545,115						1,545,115
SC Pool Deck Replacement (2010)	1,500,000		23	1,276,844	189,784	8,121	25,228
SC Roof Replace Tech & Applied Science, Village Bldg 3-8 (2010)	1,500,000		166,833	851,935	337,751	63,860	79,621
SC Sciences Building (M/S/E annex) (2003)	67,358,346	29,595	-	258,563	1,840,003	295,740	64,934,444
SC Site Improvements (2008)	12,580,000	-	5,740	212,701	-	1,464	12,360,095
SC SM 12KV Elec Distr Repair (2014)	200,000						200,000
SC SM HVAC PE 100 (2014)	800,000						800,000
SC SM PE 200 Bleacher Repairs (2014)	725,000						725,000
SC SM PE 200 and 300 Interior Renovation (2014)	1,000,000						1,000,000
SC SM PE 400 and 500 Renovation (2014)	800,000						800,000
SC Water Damages/Storm Drainage Issues (2013)	750,000					10,710	739,290
CAPITAL PROJECTS TOTAL	217,353,322	11,896,866	6,940,902	8,972,334	5,367,531	3,858,665	180,317,024
SCHEDULED MAINTENANCE							075.000
IVC Library Exterior (2013)	275,000						275,000
IVC Lighting & Walkways (2013)	900,000						900,000
IVC Sports Facilities (2012)	342,600					702	341,898
SC Central Plant (2013)	750,000				000.070	61,780	688,220
SC Energy Management System (2012)	657,400				323,678	333,722	
SC PE Complex (2013) SCHEDULED MAINTENANCE PROJECTS TOTAL	500,000 3,425,000						500,000

EXHIBIT A

South Orange County Community College District Expenditure History for Approved Basic Aid Projects January 27, 2014

Project Description	Approved Amount	1999/09 Actual	2009/10 Actual	2010/11 Actual	2011/12 Actual	2012/13 Actual	Balance Remaining for 2013/14
IT PROJECTS	2 250 000					640.400	1 601 002
Campus Desktop Refresh (2013)	2,250,000					648,198	1,601,802
SOCCCD Awards Management System (2013)	500,000					303,641	196,359
SOCCCD Blackboard Plug-ins (2013)	150,000					2,000	148,000
SOCCCD Degree Audit/MAP Upgrade (2013)	1,000,000				000.000	230,118	769,882
SOCCCD Document Management Solution (2011)	659,202				622,823	18,731	17,648
SOCCCD DW Hardware Refresh (2014)	505,000					440.000	505,000
SOCCCD End-of-Life Core Network/Tech Refresh (2013)	5,500,000					446,032	5,053,968
SOCCCD Enterprise Backup Solution (2014)	150,000					24.200	150,000
SOCCCD Enterprise Content Mgmt Expansion (2013)	150,000				40.404	31,386	118,614
SOCCCD HR/Bus Svcs Integrated Software (2013)	5,250,000				16,131	150,433	5,083,436
SOCCCD Intl and Student Scholar Mgmt (2014)	54,500					45.000	54,500
HRIS Data Migration	20,000					15,000	5,000
IT Governance - TeamDymanixHE Software	50,000					14,400	35,600
TracDat Integration with SharePoint	36,000					35,964	37
DW Infrastructure Inventory System	75,000					100	75,000
MySite Help System	20,000					420	19,581
Unified Communications System	50,000					28,928	21,072
	306,855					31,800	275,055
SOCCCD IT Basic Aid Projects (2013)	557,855		0.000.000	0.005.000	-	126,511	431,344
SOCCCD IT Projects SC/IVC/ATEP Instruct & Student Svc (2010)	8,744,770		2,906,089	2,665,868	1,745,944	888,629	538,240
SOCCCD Master Calendar Integration (2014)	300,000						300,000
SOCCCD Matriculation SEP System (2013)	100,000					332	99,668
SOCCCD MySite Message Customization (2014)	150,000						150,000
SOCCCD MySite Security (2014)	50,000						50,000
SOCCCD New Library System (2014)	100,000						100,000
SOCCCD Online Catalog (2014)	125,000					54.050	125,000
SOCCCD Predictive Analytics (2013)	250,000					54,052	195,948
SOCCCD Student Information System Enhancement (2013)	3,000,000	40.004.004	4 000 004	4.050	00.400	1,047,013	1,952,987
SOCCCD Student Information System Upgrade-Phase I/Phase II (2006)	14,102,260	12,931,624	1,099,661	4,250	22,466	1,350	42,909
SOCCCD Student Success Dashboard (2014)	550,000	5 400 700	4 407 000	000 570	000 477	00 5 4 7	550,000
SOCCCD Technology Needs 2007/08 (2008)	8,036,477	5,483,732	1,197,263	923,579	392,177	28,547	11,179
SOCCCD Virtual Desktop (2014)	50,000						50,000
SOCCCD Waitlist Modification (2014)	250,000	40.445.050	5 000 040	0.500.007	0.700.544	0.070.074	250,000
IT PROJECTS TOTAL	52,535,064	18,415,356	5,203,013	3,593,697	2,799,541	3,976,974	18,546,483
OTHER ALLOCATIONS							
IVC Debt Retirement - Energy Loans (2014)	2,316,647						2,316,647
SOCCCD Design/Build Specialty Consultant (2013)	350,000				13,300	91,725	244,975
SOCCCD Dist Union Offices (2014)	100,000						100,000
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)	175,000						175,000
SOCCCD DSA Project Close Out (2013)	280,000					12,256	267,744
SOCCCD Facilities Software System (2013)	1,004,000					309,248	694,752
SOCCCD FPP, IPP, 5 Year Plans (2013)	175,000						175,000
SOCCCD Insurance Deductibles (2014)	100,000						100,000
SOCCCD Lease/Leaseback Consultant (2013)	350,000					8,531	341,469
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)	510,000	136,354	13,140		117,900	100,578	142,027
SOCCCD Legal Counsel Facility Related Issues (2013)	600,000					35,073	564,927
SOCCCD Trustee Election/General Election Expense (2004 - present)	2,198,988	981,697	-	417,291	-	354,083	445,917
SOCCCD Retiree Benefits (2001 - present)	60,027,683	24,917,938	2,500,000	8,000,000	2,600,000	18,489,745	3,520,000
OTHER ALLOCATIONS TOTAL	68,187,318	26,035,989	2,513,140	8,417,291	2,731,200	19,401,240	9,088,457

BASIC AID PROJECT TOTALS	507,759,067	207,474,605	22,177,681	24,565,424
BASIC AID FROJECT TOTALS	507,759,007	207,474,005	22,177,001	24,303,424

EXHIBIT A Page 2 of 3

South Orange County Community College District Expenditure History for Approved Basic Aid Projects January 27, 2014

Project Description		Approved Amount	1999/09 Actual	2009/10 Actual	2010/11 Actual	2011/12 Actual	2012/13 Actual	Balance Remaining for 2013/14
	Commitments	3	312,069,823	37,446,916	41,176,493	(9,951,045)	70,406,108	56,610,772
	Cumulative C	ommitments	312,069,823	349,516,739	390,693,233	380,742,187	451,148,295	507,759,067
	Receipts		316,195,584	39,022,021	38,737,963	39,301,044	46,888,399	39,269,228
	Cumulative R	eceipts	316,195,584	355,217,605	393,955,568	433,256,612	480,145,011	519,414,239
	Cumulative E	xpenses	207,474,605	229,652,286	254,217,709	269,258,476	297,068,582	507,759,067
	Uncommitted	Basic Aid Funds	108,720,979	125,565,319	139,737,859	163,998,136	183,076,429	11,655,172
Change from December 2013 Report:		Approved Amount						2013/14 and Forward
Total Change from December 2013 Report		-	-	-	-	-	-	-

-	-	-	-

EXHIBIT A Page 3 of 3

ITEM: 7.4 DATE: 1/27/14

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: Facilities Plan Status Report
- ACTION: Information

BACKGROUND

On August 30, 2004, the Board of Trustees received a list of projects under consideration for local funding and a report on the status of each project. The Board requested to be kept informed about these and other facilities projects.

<u>STATUS</u>

(EXHIBIT A) provides an up-to-date report on the status of current construction projects.

\$12,091,000

FACILITIES PLAN STATUS REPORT January 27, 2014

Basic Aid Allocation:

SADDLEBACK COLLEGE

OriginalRevisionTotalProject Budget:\$21,124,000\$1,690,000\$22,814,000State Match:\$16,139,000(\$466,000)\$15,673,000

1. LIBRARY AND LEARNING RESOURCE REMODEL

<u>Budget Narrative</u>: Budget reflects Board agenda action on 10/24/04, 6/22/09 and 6/17/13. The state approved 2011-2012 planning budget totaled \$21,124,000. A lower-than-estimated bid was received and the state reduced their match to \$15,673,000. The Board reallocated a portion of the state's short fall using basic aid funding for a funded total of \$22,814,000. The state has reimbursed their match equal to \$15,673,000 with \$13,673,000 returned to basic aid account.

\$4,985,000

\$7,106,000

<u>Status:</u> District-Contractor mediation took place on November 4th and 11th. Settlement terms have been *accepted by* the Board of Trustees.

<u>In Progress</u>: DSA close out. *All required forms for close out are submitted and are being processed by DSA*.

<u>Recently Completed</u>: The District and Architect of Record met with DSA and close out of outstanding change orders is complete.

Focus: DSA close out with certification.

Project Start: October 2004	Scheduled Finish: January 2012
Projected Finish: September 2012	DSA Close Out: Pending

2. SCIENCES BUILDING

	Original	Revision	Total
Project Budget:	\$52,234,000	\$8,308,000	\$67,358,000
State Match:	\$36,564,000	(\$36,564,000)	-
Basic Aid Allocation:	\$3,867,000	\$63,491,000	\$67,358,000

<u>Budget Narrative</u>: Budget reflects Board agenda action on 8/26/08, 10/27/08, 4/27/09, 6/22/09, 5/24/10, 2/28/2011 and 8/24/2012. On February 28, 2011, the Board reassigned \$14,789,346 from other Saddleback College projects and applied \$29,000,000 from basic aid dollars to partially fund the Sciences building after three years running with no state funding. On August 27, 2012, the Board approved \$11,179,000 to fund the remainder of

the project budget. In August, the state chancellor's office has escalated the project budget to \$59,050,000 resulting in the unassigned amount of \$215,000. On October 28, 2013, the Board approved reassignment of funds from existing encumbered funding from the ATAS renovation project for an amount of \$8,523,000 for a new project budget equaling \$67,358,000.

<u>Status:</u> Contractor *has completed* initial investigations for infrastructure work. *The formal groundbreaking was conducted on December 16, 2013.*

<u>In Progress</u>: Weekly construction progress meetings are underway and the contractor is preparing project submittals for team review and comment. Coordination between contractor, architect, District and College staff for data reroute *and utilities connections*.

<u>Recently Completed</u>: Fencing, signage, contractor offices and mobilization of the site is completed. Project Inspector of Record and Construction Management Team agreements are executed and IOR and CM Teams are working on site. Site demolition and removal of asphalt and grub work is 90% completed. Underground sewer installation within College Drive East completed prior to return of students from holiday break.

<u>Focus</u>: Construction administrative requirements in preparation for construction activities. Preparation for infrastructure work preceding soil relocation to portion of golf driving range.

Project Start: March 2011	Scheduled Finish: December 2015
Projected Finish: December 2015	DSA Close Out: Pending

3. SITE IMPROVEMENTS

	Original	Revision	Total
Project Budget:	\$11,697,000	\$1,883,000	\$13,580,000
State Match:	-	-	-
Basic Aid Allocation:	\$3,442,000	\$10,138,000	\$13,580,000

<u>Budget Narrative</u>: Budget reflects Board agenda action on 3/24/08. With the project shifting focus from the Loop Road to is secondary effects (Site Improvements), several previously budgeted projects have been integrated into a single project budget for scales of economy: Upper Quad (2008 - \$1M) incorporated into work scope with isolated budget, Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 - \$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000) for a total project budget of \$13,580,000.

<u>Status:</u> Site Improvements includes site-work (relocation of the practice fields), infrastructure (storm drain improvements) and relocation of parking lots at the New Sciences Building in parking lot 5. Environmental impacts are expected to be influential in budget and schedule planning.

In Progress: Criteria Architect solicitation.

<u>Recently Completed</u>: A single proposal for Criteria Architect was received in November. The selection committee agreed that this single proposal was not sufficient for a best value evaluation. A new solicitation has been publically advertised to receive proposals in late January.

<u>Focus</u>: Hiring of a Criteria Architect to develop a definitive scope of work and prepare bid documents for Design/Build procurement.

Project Start: Phase I-Feb 2010	Scheduled Finish: June 2016
Projected Finish: On Hold	DSA Close Out: On Hold

4. TECHNOLOGY AND APPLIED SCIENCE (TAS) RENOVATION PROJECT

	Original	Revision	Total
Project Budget:	\$8,755,055	\$5,977,945	\$14,733,000
State Match:	-	-	-
Basic Aid Allocation:	\$1,956,000	\$4,254,000	\$6,210,000

<u>Budget Narrative</u>: Budget reflects Board agenda action on 2/28/11, 8/27/2012 and 10/25/2013. The original basic aid assignment of \$1,956,000 met design costs. The scope was revised to include both the North and South wing with a new budget estimated at \$14,733,000. On August 27, 2012, the Board approved \$12,777,000 to fully fund the project budget. On October 25, 2013, the Board approved reassignment of funds from the ATAS renovation project for an amount of \$8,523,000 for the Saddleback College Sciences Building project for a reduced budget equaling \$6,210,000 with an understanding that this project will hold a high priority when requesting future basic aid funding.

Status: gkkworks has submitted construction documents to DSA.

<u>In Progress</u>: DSA *is* review*ing* construction documents.

<u>Recently Completed</u>: Architect incorporated the 75% construction document review comments from TAS Dean Donald Busche and the TAS department chairs into the construction documents submitted to DSA.

<u>Focus</u>: Construction to start in January 2016 after completion of the TAS Auto Tech interim housing.

Project Start: September 2011	Scheduled Finish: March 2015
Projected Finish: April 2017	DSA Close Out: Pending

5. TECHNOLOGY AND APPLIED SCIENCE (TAS) SWING SPACE PROJECT

	Original	Revision	Total
Project Budget:	\$5,807,000	\$3,714,000	\$9,521,000
State Match:	-	-	-
Basic Aid Allocation:	\$5,807,000	\$3,714,000	\$9,521,000

<u>Budget Narrative</u>: Budget reflects Board agenda action on 8/27/2012 and 6/17/13. On August 27, 2012, the Board approved \$5,807,000 to fund the original project budget. On June 17, 2013, the Board approved additional funding of \$3,714,000.00.

<u>Status:</u> Programming phase is complete. Campus recommended Auto Tech location in parking lot 1. Architect agreement *is* being amended to increase the design-to construction amount to \$6,800,000.

In Progress: Amendment to Architect agreement

<u>Recently Completed</u>: CEQA initial noise study, underground utility survey, and revised construction estimate.

Focus: Proceed with schematic design based on new construction budget.

Project Start: May 2012	Scheduled Finish: December 2014
Projected Finish: January 2016	DSA Close Out: Pending

IRVINE VALLEY COLLEGE

1. PERFORMING ARTS CENTER AND PARKING LOT 5 EXTENSION

	Original	Revision	Total
Project Budget:	\$16,304,000	\$17,309,000	\$33,613,000
State Match:	\$14,472,000	-	\$14,472,000
Basic Aid Allocation:	\$1,832,000	\$17,309,000	\$19,141,000

<u>Budget Narrative</u>: Budget reflects Board agenda action on 4/30/2001, 10/28/2002, 1/20/2004, 2/23/2004, 12/13/2004, and 1/31/2006. Budget also reflects reporting as shown on State Chancellor's Office FUSION report fiscal year 03-04 and 07-08.

<u>Status:</u> Construction complete and occupied. DSA Close Out underway. The final Notice of Completion was filed on September 24, 2007.

<u>In Progress</u>: There were 69 change orders requiring DSA approval. Six remain in "Pending" status and must be closed to arrive at DSA close out.

<u>Recently Completed</u>: Close out of six change orders.

<u>Focus</u>: Change order close-out. DSA Close-Out Consultant is engaged to work with the architect to complete this effort.

Project Start: October 2003	Scheduled Finish:
Finish: Complete: July 2007	DSA Close Out: Underway

2. LIFE SCIENCES PROJECT

	Original	Revisions	Total
Project Budget:	\$24,861,000	(\$4,371,000)	\$20,490,000
State Match:	\$17,393,000	(\$3,825,000)	\$13,568,000
Basic Aid Allocation:	\$1,113,000	\$1,780,000	\$13,490,000

<u>Budget Narrative</u>: Budget reflects Board agenda action on 6/22/2004, 5/23/2005, 3/24/2008, 4/27/2009, 5/24/2010 and 6/17/2013. The original project budget totaled \$24,861,000. The project budget was reduced to \$20,490,000 when a lower-thanestimated bid was received and the state reduced their match to \$13,568,000. When the state indicated they may not have funds for their match, the Board allocated a portion of the state's short fall using basic aid funding for a funded total of \$17,410,000. The state has reimbursed the district \$12,843,000 resulting in no need for additional basic aid funding. \$5,700,000 of the state reimbursement has been returned to basic aid project funds. Outstanding state reimbursement is \$725,000 which is the remaining portion of the state's contribution for equipment funding reimbursement.

<u>Status:</u> The project has not yet reached final completion, however, the building will be occupied for classes commencing on January 21, 2014. Outstanding issues with the HVAC units are being resolved and will not affect occupancy.

<u>In Progress</u>: Commissioning and punch list corrections are ongoing, *as well as furniture installation, equipment deliveries and installations, and move of faculty and equipment from A400.*

<u>Recently Completed</u>: Final testing of the Building Automation System (BAS) in preparation for Building Commissioning

<u>Focus</u>: General correction work continues. Negotiations between Surety and District to resolve added costs of schedule delay and minimize project impacts. Correction of the building's mechanical systems and final commissioning of the building.

Project Start: December 2008	Scheduled Finish: July 2012
Projected Finish: November 30, 2013	DSA Close Out: Pending
January 31, 2014	

3. BARRANCA ENTRANCE

	Original	Revision	Total
Project Budget:	\$2,850,000	-	\$2,850,000
Anticipated State Match:	-	-	-
Basic Aid Allocation:	\$2,850,000	-	\$2,850,000

<u>Budget Narrative</u>: Budget reflects Board agenda action on 4/27/2009. The current basic aid assignment of \$2,850,000 is considered sufficient to meet project costs.

Status: Plan coordination issues with the City of Irvine 98% complete.

<u>In Progress</u>: Finalize negotiations with the City of Irvine for easement and maintenance of landscape. Finalize negotiations with utility company for easement. Develop specifications for bid documents.

<u>Recently Completed</u>: Irvine Company approval of project Landscaping Plans and City of Irvine approval of "Laser Way" for name of new access road.

Focus: Conclude agency negotiations and prepare documents to bid.

Project Start: March 2010	Scheduled Finish: Summer/Fall 2015
Projected Finish: Early 2016	DSA Close Out: Pending

4. A400 RENOVATION AND EXPANSION PROJECT

	Original	Revision	Total
Project Budget:	\$3,004,051	\$10,008,949	\$13,013,000
Anticipated State Match:	-	-	-
Basic Aid Allocation:	\$1,000,000	\$12,013,000	\$13,013,000

<u>Budget Narrative</u>: Budget reflects Board agenda action on 2/28/2011, 8/27/2012 and 6/17/2013. On August 27, 2012, the Board approved \$10,463,000 additional to fund the project budget. Staff analyzed the budget identified in the Education and Facilities Master Plan and determined there was no allowance for equipment. On June 17, 2013 the Board approved \$1,550,000 for furniture, fixtures and equipment.

<u>Status</u>: The construction documents have been submitted to DSA for review

In Progress: DSA review of construction documents

<u>Recently Completed</u>: IVC Faculty/End Users accepted 50% construction documents and provided review comments on 75% construction documents.

<u>Focus</u>: Continue 100% construction document review by IVC facility, District, and consultants. Begin furniture, fixture and equipment selection.

Project Start: December 2012	Scheduled Finish: May 2015
Projected Finish: May 2015	DSA Close Out: Pending

ATEP

1. ATEP BUILDING DEMOLITION

	Original	Revision	Total
Project Budget:	\$7,000,000	\$6,700,000	\$13,700,000
Anticipated State Match:	-	-	-
Basic Aid Allocation:	\$7,000,000	\$6,700.000	\$13,700,000

Budget Narrative: Budget reflects Board action on 4/22/2004 and 6/17/2013.

<u>Status</u>: Six demolition projects including the ATEP Building Foundations and Infrastructure Demolition are complete.

<u>In Progress</u>: Development of Demolition plans for the property associated with the City of Tustin land exchange.

<u>Recently Completed</u>: ATEP Building Foundations and Infrastructure Demolition.

Focus: Ensure that site is left in good condition to meet on-going maintenance needs.

Project Start: September 2010	Scheduled Finish: March 2013
Projected Finish: On-going	DSA Close Out: N/A

2. ATEP FIRST BUILDINGS - PHASE 3A

	Original	Revision	Total
Project Budget:	-	-	-
Anticipated State Match:	-	-	-
Basic Aid Allocation:	\$12,500,000	-	\$12,500,000

<u>Budget Narrative</u>: Budget reflects Board action on 2/28/2011. \$12,500,000 has been allocated to the Phase 3A project budget.

<u>Status</u>: Board approved two 30,000 square feet buildings, one for Saddleback College and one for Irvine Valley College. Board approved Design/Build as a delivery method for these projects and Criteria Architect has developed the Criteria documents. Programming

completed January 2012. IVC Technical Specifications approved during A400 project development. Saddleback College completed review of the technical specifications.

In Progress: Colleges are performing reviews on programming objectives.

Recently Completed:

<u>Focus</u>: Development of RFP criteria documents underway with district and college facilities department participation.

Project Start: January 2013	Scheduled Finish: June 2016
Projected Finish: June 2016	DSA Close Out: Pending

DISTRICT WIDE

1. 20 YEAR FACILITIES, RENOVATION AND SCHEDULED MAINTENANCE FACILITIES SYSTEM

	Original	Revision	Total
Project Budget:	\$704,000	\$300,000	\$1,004,000
Anticipated State Match:	-	-	-
Basic Aid Allocation:	\$704,000	\$300,000	\$1,004,000

Budget Narrative: Budget reflects Board action on 6/25/2012 and 6/17/2013.

<u>Status</u>: Consultants are continuing to move forward with the project. Irvine Valley College is beginning to employ the Maintenance Direct portion of the software modules.

<u>In Progress</u>: Coordinate condition assessment and scheduled maintenance information into a graphic representation at State Chancellor's website.

<u>Recently Completed:</u> Analysis of recently completed projects and the associated schedule of values to develop customized cost model(s).

<u>Focus</u>: Schedule training at college level and upload information with State Chancellor's Office FUSION website.

Project Start: July 2012	Scheduled Finish: June 2013
Projected Finish: January 2014	DSA Close Out: N/A

Project updates for active projects may be viewed at: <u>http://www.socccd.edu/businessservices/ProjectUpdates.html</u>.

Definitions:

Project Start:	Month Architect/Consultant(s) are brought on board for
Scheduled Finish:	design/project Assumed duration of project depending on variables, such as
	agency review, etc. outside District and consultant control
Projected Finish:	Identified finish at the time of the report
DSA Close Out:	The process of sending required documents to DSA to obtain
	project certification.

Note: Project budgets reflect the allocated state match as reported in FUSION for the planning year 2014-2015. (FUSION is the State Chancellor's Office database for Capital Outlay.)

The "Revisions" column for the State Match category includes changes due to escalation and changes that may have occurred to the state's percentage (i.e. going from an 80% match down to a 70% match and so on as the economy changes) from the original project approvals to current date. The "Revisions" column for the Basic Aid Allocation will show a total variation to date taking into account both increased and decreased basic aid allocations.

The Unassigned category identifies an underfunded budget.

The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.5 DATE: 1/27/14

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Monthly Financial Status Report

ACTION: Information

BACKGROUND

Monthly General Fund financial reports (EXHIBIT A) for the two colleges and the District are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance.

STATUS

The reports display the adopted budget, revised budget and transactions through December 31, 2013 (EXHIBIT A). A review of current revenues and expenditures for FY 2013-2014 show they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

General Fund Income and Expenditure Summary As of December 31, 2013

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE			Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS						
BEGINNING FUND BALANCE:		\$	34,319,623	34,319,623	34,319,623	100.00%
REVENUES:						
Federal Sources	8100-8199	\$	1,437,406	4,638,161	322,362	6.95%
State Sources	8600-8699		16,576,274	18,602,704	6,893,303	37.06%
Local Sources Other Financing Sources	8800-8899 8900-8912		187,210,910	187,406,956	107,485,985 8,682	57.35%
Total Revenue	8900-8912	_	205,224,590	210,647,821	114,710,332	54.46%
Total Actende			200,224,000	210,047,021	114,710,002	04.4070
INCOMING TRANSFERS	8980-8989		0	0	0	
TOTAL SOURCES OF FUNDS		\$	239,544,213	244,967,444	149,029,955	60.84%
USES OF FUNDS						
EXPENDITURES:						
Academic Salaries	1000-1999	\$	67,332,618	68,335,698	31,739,508	46.45%
Other Staff Salaries	2000-2999		41,249,943	42,625,681	16,677,281	39.12%
Employee Benefits	3000-3999		35,816,180	36,460,335	16,041,593	44.00%
Supplies & Materials	4000-4999		5,090,739	4,956,668	1,392,894	28.10%
Services & Other Operating Capital Outlay	5000-5999 6000-6999		20,660,367 5,781,881	22,298,988 6,051,178	8,143,511 1,219,224	36.52% 20.15%
Payments to Students	7500-7699		398,441	933,968	192,955	20.66%
Total Expenditures	1000 1000	\$	176,330,169	181,662,516	75,406,966	41.51%
		Ŷ	170,000,100	101,002,010	10,100,000	11.0170
OTHER FINANCING USES:						
Debt Service	7100-7199	•	2,254,321	2,316,647	2,316,647	100.00%
Inter Fund Transfers Out	7300-7399	\$	3,209,000	3,489,806	454,000	13.01%
Basic Aid Transfers Out Intra Fund Transfers Out	7300-7399 7400-7499		33,804,051 0	33,804,051 0	3,520,000 8,682	10.41% 0.00%
Total Other Uses	7400-7433		39,267,372	39,610,504	6,299,329	15.90%
TOTAL USES OF FUNDS			215,597,541	221,273,020	81,706,295	36.93%
ENDING FUND BALANCE		- \$	23,946,672	23,694,424	67,323,660	
		-			,520,000	
RESERVES						
Reserve for Unrealized Tax Collections (Basic Aid)			11,717,496	11,655,170		
Reserve for Economic Uncertainties			11,296,568	11,296,568		
College Reserves for Economic Uncerta	anties	_	932,608	742,686		
TOTAL RESERVES		\$_	23,946,672	23,694,424		

NOTE: As of December 31, 2012, actual revenues to date were **62.32%** and actual expenditures to date were **40.14%** of the revised budget to date.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary As of December 31, 2013

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised	
SOURCES OF FUNDS		-				
LOCATION BEGINNING BALANCE		\$	9,959,945	9,959,945	9,959,945	100.00%
REVENUES: Unrestricted Budget Allocation Restricted Budget Allocation Total Revenue		\$ _	85,095,866 9,097,454 94,193,320	85,095,866 13,814,903 98,910,769	47,084,581 4,179,637 51,264,218	55.33% 30.25% 51.83%
INCOMING TRANSFERS	8980-8989		0	0	0	
TOTAL SOURCES OF FUNDS		\$	104,153,265	108,870,714	61,224,163	56.24%
USES OF FUNDS						
EXPENDITURES: Academic Salaries Other Staff Salaries Employee Benefits Supplies & Materials Services & Other Operating Capital Outlay Payments to Students Total Expenditures	1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699	\$ \$	43,634,681 20,664,930 20,323,819 3,643,373 8,977,419 4,110,114 223,929 101,578,265	44,216,234 21,782,026 20,912,162 3,744,473 10,508,919 4,316,177 631,739 106,111,730	20,586,440 8,335,927 9,140,599 978,764 3,520,084 1,043,014 105,020 43,709,848	46.56% 38.27% 43.71% 26.14% 33.50% 24.17% 16.62% 41.19%
OTHER FINANCING SOURCES/(USES) Debt Service Transfers Out Other Transfers Total Other Uses	7100-7199 7300-7399 7400-7499	\$	0 2,075,000 0 2,075,000	0 2,258,984 0 2,258,984	0 270,000 <u>8,682</u> 278,682	11.95% 12.34%
TOTAL USES OF FUNDS		-	103,653,265	108,370,714	43,988,530	40.59%
LOCATION OPERATING BALANCE		\$_	500,000	500,000	17,235,633	
RESERVES Reserve for Economic Uncertainties		\$_	500,000	500,000		

NOTE: As of December 31, 2012, actual revenues to date were **59.29%** and actual expenditures to date were **42.67%** of the revised budget to date.

IRVINE VALLEY COLLEGE

General Fund Income and Expenditure Summary As of December 31, 2013

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE	Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised		
SOURCES OF FUNDS		-				
LOCATION BEGINNING BALANCE		-	1,544,479	1,544,479	1,544,479	100.00%
REVENUES: Unrestricted Budget Allocation Restricted Budget Allocation Total Revenue		\$ -	47,898,208 5,674,197 53,572,405	47,898,208 6,375,507 54,273,715	27,538,912 3,563,519 31,102,431	57.49% 55.89% 57.31%
INCOMING TRANSFERS	8980-8989		0	0	0	
TOTAL SOURCES OF FUNDS		-	55,116,884	55,818,194	32,646,910	58.49%
USES OF FUNDS						
EXPENDITURES: Academic Salaries Other Staff Salaries Employee Benefits Supplies & Materials Services & Other Operating Capital Outlay Payments to Students Total Expenditures	1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699	-	21,888,688 12,795,573 11,506,470 1,200,271 5,092,095 1,142,667 174,512 53,800,276	22,310,215 12,954,215 11,562,282 965,064 5,379,004 1,121,677 302,229 54,594,686	10,492,309 5,302,577 5,241,031 383,143 2,060,199 151,509 87,935 23,718,703	47.03% 40.93% 45.33% 39.70% 38.30% 13.51% 29.10% 43.45%
OTHER FINANCING SOURCES/(USES Debt Service Transfers Out Other Transfers Total Other Uses): 7100-7199 7300-7399 7400-7499	-	0 884,000 0 884,000	0 980,822 0 980,822	0 184,000 0 184,000	18.76% 18.76%
TOTAL USES OF FUNDS		-	54,684,276	55,575,508	23,902,703	43.01%
LOCATION OPERATING BALANCE		=	432,608	242,686	8,744,207	
RESERVES Reserve for Economic Uncertainties		-	432,608	242,686		

NOTE: As of December 31, 2012, actual revenues to date were **64.09%** and actual expenditures to date were **45.21%** of the revised budget to date.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.6 DATE: 1/27/14

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Quarterly Financial Status Report

ACTION: Information

BACKGROUND

Title 5, California Code of Regulations, Section 58310 requires each community college district to prepare a Quarterly Financial Status Report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor no later than forty-five days following completion of each quarter.

STATUS

The California Community Colleges Quarterly Financial Status Report for SOCCCD, as of December 31, 2013 for FY 2013-2014, is attached (EXHIBIT A) for the Board of Trustees' information and review.

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q VIEW QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2013-2014

Quarter Ended: (Q2) Dec 31, 2013

District: (890) SOUTH ORANGE

		As of June 30 for the fiscal year specified					
Line	Description	Actual 2010-11	Actual 2011-12	Actual 2012-13	Projected 2013-2014		

I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

А.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	179,153,234	178,949,792	192,456,241	190,417,683
A.2	Other Financing Sources (Object 8900)	0	0	3,877	0
A .3	Total Unrestricted Revenue (A.1 + A.2)	179,153,234	178,949,792	192,460,118	190,417,683
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	143,192,286	138,718,862	148,087,433	155,157,671
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	41,067,999	40,871,237	37,873,228	39,160,504
B.3	Total Unrestricted Expenditures (B.1 + B.2)	184,260,285	179,590,099	185,960,661	194,318,175
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-5,107,051	-640,307	6,499,457	-3,900,492
D.	Fund Balance, Beginning	26,842,817	21,735,766	21,095,459	27,594,916
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	26,842,817	21,735,766	21,095,459	27,594,916
Ε.	Fund Balance, Ending (C. + D.2)	21,735,766	21,095,459	27,594,916	23,694,424
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	11.8%	11.7%	14.8%	12.2%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	28,199	27,828	27,803	27,803
		L			

			As of the specified quarter ended for each fiscal year						
I. Total General Fund Cash Balance (Unrestricted and Restricted)		2010-11	2011-12	2012-13	2013-2014				
H.1	Cash, excluding borrowed funds		71,639,843	55,973,993	61,984,046				
H.2	Cash, borrowed funds only		0	20,000,000	20,000,000				
Н.3	Total Cash (H.1+ H.2)	65,371,854	71,639,843	75,973,993	81,984,046				

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
	Revenues:				
J .1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	190,417,683	190,417,683	106,935,547	56.2%
1.2	Other Financing Sources (Object 8900)	0	0	0	
1.3	Total Unrestricted Revenue (I.1 + I.2)	190,417,683	190,417,683	106,935,547	56.2%
J.	Expenditures:				- 99-4-bar
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	154,898,555	155,157,671	69,040,202	44.5%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	39,167,372	39,160,504	6,270,646	16%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	194,065,927	194,318,175	75,310,848	38.8%
K .	Revenues Over(Under) Expenditures (I.3 - J.3)	-3,648,244	-3,900,492	31,624,699	
_	Adjusted Fund Balance, Beginning	27,594,916	27,594,916	27,594,916	******
1	Fund Balance, Ending (C. + L.2)	23,946,672	23,694,424	59,219,615	
N	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	12.3%	12.2%		

V. Has the district settled any employee contracts during this quarter? NO

Contract Period Settled (Specify) YYYY-YY		Management			Aca	Classified																										
				Permar	ent	Temporary																										
		Total Cost Increase	% *	Total Cost Increase	% *	% *	% *	% *	% *	% *	% *	% *	% *	% *	% *	% *	% *	% *	% *	% *	% *	% *	% *	% *	% *	% *	% *	% *	% *	% *	Total Cost Increase	% *
. SALARIES:		I																														
	Year 1:			-																												
	Year 2:		· · · · · · · · · · · · · · · · · · ·	** **********************************	*****		÷-																									
	Year 3:						yg n _a ng philip in the																									
BENEFITS:							······																									
	Year 1:					••• ••••••••••••••••••••••••••••••••••		2																								
	Year 2:		5 P P 97 99 80 84 - 1		and a second			_																								
	Year 3:			···		-																										

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANs), issuance of COPs, etc.)?						
if yes, list events and their financial ramifications. (Enter explanation below, include additional pages i	f needed.)					
VII.Does the district have significant fiscal problems that must be addressed?	This year? Next year?	NO NO				
If yes, what are the problems and what actions will be taken? (Enter explanation below, include addition	onal pages if needed.)					

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-3116	Q
CERTIFY QUARTERLY DATA	

District: (890) SOUTH ORANGE

Chief Business Officer

CHANGE THE PERIOD \mathbf{T} Fiscal Year: 2013-2014 Quarter Ended: (Q2) Dec 31, 2013

Your Quarterly Data is ready for certification.

Please complete the fields below and click on the 'Certify This Quarter' button

Chief Business Officer		District Con	itact Person
CBO Name:	Dr. Debra L. Fitzsimons, Vice Char	Name:	Kim McCord
CBO Phone:	Use format 999-555-1212 949-582-4665	Title:	Exec. Dir., Fiscal Services/Comptro
CBO Signature:			Use format 999-555-1212
Date Signed:		– Telephone:	949-582-4661
Chief Executive Officer Name:	Gary L. Poertner, Chancellor	- Fax:	Use format 999-555-1212 949-347-0390
CEO Signature: Date Signed:		– E-Mail:	krmccord@socccd.edu
Electronic Cert Date:	<u></u>	_	
	Certify This Quarter	P	
	California Community Co	olleges, Chancellor's Offi	

Fiscal Services Unit 1102 Q Street, Suite 4554 Sacramento, California 95814-6511

Send questions to: Christine Atalig (916)327-5772 catalig@cccco.edu or Tracy Britten (916)323-6899 tbritten@cccco.edu

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ITEM: 7.7 DATE: 1/27/14

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: Retiree (OPEB) Trust Fund
- ACTION: Information

BACKGROUND

In April 2008 the SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

STATUS

This report is for the period ending December 31, 2013 (Exhibit A). The portfolio is comprised of 49.6% Fixed Funds (Bonds) and 50.4% Common Stocks (Domestic and International). The portfolio's performance increased 0.86% in the month of December 31, 2013, ending with a fair market value of \$90,697,726. Since inception, the trust has earned a 6.32% annualized return which is consistent with the market.



January 8, 2014

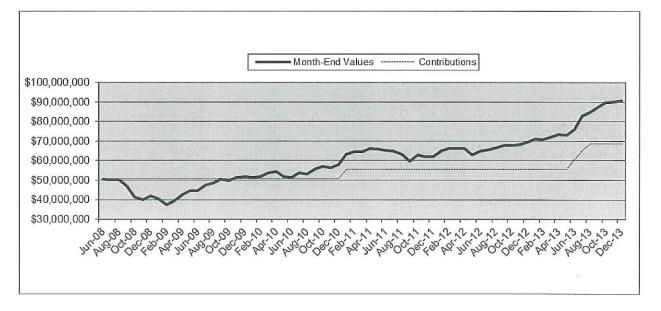
South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value on December 31st of \$90,697,725.57 your portfolio's performance was up 0.86% for the month and up 6.32% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of bond funds (49.6%), and common stock funds (50.4%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008, and additional contributions of \$4,618,708 on January 10, 2011, \$5,000,000 on June 17, 2013, \$5,000,000 on July 31, 2013 and \$3,389,912.76 on August 20, 2013 for a total of \$68,799,723.76. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	December 2013	<u>Year-To-Date</u>	Annualized Since Inception
South Orange CCCD	0.86%	10.43%	6.32% annualized return
S&P 500	2.53%	32.41%	9.31% (Domestic Stocks)
MSCI EAFE	1.50%	22.78%	2.45% (International stocks)
Barclays Aggregate	-0.57%	-2.02%	4.80% (Domestic Bonds)
Barclays Global	-0.60%	-2.59%	3.76% (Global Bonds)



Very truly yours,

Scott W. Rankin Senior Vice President

Benefit Trust - Retiree (OPEB) Trust

Month - Year	С	ontributions	C	ontribution Balance	In	Month-End vestment Values
June-08	\$	50,791,103	\$	50,791,103	\$	50,589,708
June-09	\$	-	\$	50,791,103	\$	44,706,214
June-10	\$	-	\$	50,791,103	\$	51,342,419
June-11	\$	4,618,708	\$	55,409,811	\$	65,060,898
July-11	\$	-	\$	55,409,811	\$	64,945,129
August-11	\$	-	\$	55,409,811	\$	63,185,567
September-11	\$	-	\$	55,409,811	\$	59,495,123
October-11	\$	-	\$	55,409,811	\$	63,076,658
November-11	\$	-	\$	55,409,811	\$	61,958,358
December-11	\$	-	\$	55,409,811	\$	61,922,567
January-12	\$	-	\$	55,409,811	\$	64,741,289
February-12	\$	-	\$	55,409,811	\$	66,183,867
March-12	\$	-	\$	55,409,811	\$	66,171,932
April-12	\$	-	\$	55,409,811	\$	66,175,447
May-12	\$	-	\$	55,409,811	\$	63,042,614
June-12	\$	-	\$	55,409,811	\$	64,788,984
July-12	\$	-	\$	55,409,811	\$	65,563,930
August-12	\$	-	\$	55,409,811	\$	66,464,346
September-12	\$	-	\$	55,409,811	\$	67,752,206
October-12	\$	-	\$	55,409,811	\$	67,885,330
November-12	\$	-	\$	55,409,811	\$	68,138,640
December-12	\$	-	\$	55,409,811	\$	69,357,729
January-13	\$	-	\$	55,409,811	\$	70,991,112
February-13	\$	-	\$	55,409,811	\$	70,937,479
March-13	\$	-	\$	55,409,811	\$	71,945,351
April-13	\$	-	\$	55,409,811	\$	73,452,895
May-13	\$	-	\$	55,409,811	\$	72,940,697
June-13	\$	5,000,000	\$	60,409,811	\$	76,038,439
July-13	\$	5,000,000	\$	65,409,811	\$	82,877,790
August-13	\$	3,389,913	\$	68,799,724	\$	84,697,024
September-13	\$	-	\$	68,799,724	\$	87,424,231
October-13	\$	-	\$	68,799,724	\$	89,609,089
November-13	\$	-	\$	68,799,724	\$	89,951,634
December-13	\$	-	\$	68,799,724	\$	90,697,726
	\$	68,799,724				

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Reports from Administration and Governance Groups

ACTION: None

Reports by the following individuals and groups may be written and submitted through the docket process prior to distribution of the Board agenda packet. *Speakers are limited up to two minutes each*.

Saddleback College Academic Senate Faculty Association Irvine Valley College Academic Senate Associate Vice Chancellor, Economic Development Vice Chancellor, Technology & Learning Services Vice Chancellor, Human Resources Vice Chancellor, Business Services Irvine Valley College Classified Senate California School Employees Association Saddleback College Classified Senate Police Officers' Association Associated Student Government of SC Associated Student Government of IVC



IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T 949-451-5100 | www.ivc.edu

TO:	Gary L. Poertner, Chancellor, and Members of the Board of Trustees		
FROM:	Glenn R. Roquemore, President		
DATE:	January 16, 2014		

SUBJECT: President's Report for the January 27, 2014 Board of Trustees Meeting

Irvine Valley College Holds Flex Week Activities

On January 14, 2014, Barbara J. Ginsberg, senior associate in the Cerritos and Irvine offices of Atkinson, Andelson, Loya, Ruud & Romo, delivered a two-hour workshop titled, "Civility in the Workplace and Building, Maintaining and Repairing Trust." Ms. Ginsberg spoke in lieu of the 'traditional' campus welcome presented by President Roquemore. President Roquemore encouraged the entire campus community to attend this presentation and closed the Student Services areas from 8-11 a. m. so the college staff could come together for breakfast from 8-9 a.m. and then from 9-11 a.m. for the presentation by Attorney Ginsberg in the PAC auditorium. Ginsberg represents school and community college districts in all aspects of labor and employment matters and education law.

Transfer Center Holds Scholarship Essay Workshops

IVC held scholarship essay workshops for students interested in applying for an IVC scholarship, who needed help with writing an essay. The workshops provided more about the available scholarships, the application process, and what the committee is looking for, and how to write an effective scholarship essay. One workshop was held in December, while the upcoming workshops will be held with one date in January and two dates in February before the application deadline. The workshops were coordinated by Michelle Scharf, IVC Transfer Center Director/Counselor.

OC Sheriff's SWAT Training at IVC

On Tuesday, December 17, 2013, from 8:00 a.m. to 3:30 p.m., 40 deputies from the Orange County Sheriff's Department SWAT utilized the IVC Performing Arts Center (PAC) Lobby, Theater, and an upstairs corridor for a training exercise. The nature of this training was for the SWAT team to move quietly without detection, while clearing and securing the designated areas. There were no loud or disruptive noises associated with this training, and it caused no impact on the scheduled classes/business of the day in the PAC. The college community was informed in advance as the SWAT vehicles carrying equipment were used for the training and parked in Lot 5 in front of the PAC. However, they were not used in the training scenarios. Last year, the Orange County Sheriff's Department SWAT was part of a 7-hour, multi-agency search of Cal State Fullerton's campus.

IVC Fall Leadership Retreat

On December 11, 2013, President Glenn Roquemore held a leadership retreat at the Irvine Ranch Water District. The purpose of the afternoon was to bring together leaders from across the campus to work on team building and advance ideas for moving forward in the new year.

President's Report to the Board of Trustees January 16, 2014 Page 2

IVC Giving Back Efforts

IVC faculty, students and staff are extremely generous. During the holiday season each year. there are numerous charitable projects available across campus to help the needy on campus and in our local communities, as well as across the globe. This list provides a sampling: 1.) Adopt-A-Family supports IVC students from low-income families. The IVC campus has participated in this project every year for many years and has helped over 6,500 families so far. This year, the goal was to support at least 250 families during the 2013 holiday season. The ASIVC Angel Tree benefits the Boys and Girls Club of Tustin. 2.) The Angel Tree was located in the Student Services lobby near the cafeteria. It was available from November 5 to December 12 for students, faculty and staff to pick a name and make a donation. Gifts (and donations) were collected from the ASIVC Office and then delivered to the Boys and Girls Club in Tustin for wrapping and distribution. 3.) Toys For Tots, an annual toy drive in exchange for performing arts tickets was once again held in the IVC PAC this fall. Over 150 toys were donated to this wonderful organization for distribution to local children in shelters and from low income families in need. 4.) Canned Food Drives were held at the annual IVC staff holiday party and donated to the EOPS family holiday party and veteran students. This year, student members of the Business Services Club also collected canned goods to donate to Second Harvest Food Bank. 5.) Veterans Food Box Donations were collected to assist many of our veteran students who need extra help during the winter break and holiday season. To that end, 25 boxes of food were packed and offered to the first 25 veteran students who indicated they would like one. Donors included members of the Irvine Rotary Club, staff, faculty and administrators from IVC. Many of the donors are veterans or have loved ones who are veterans. 6.) The IVC Classified Senate voted this year to continue to support "Operation Christmas Child." Senate members donated over 75 shoe boxes filled with toys, games, books, clothing, and cosmetic items for needy children around the globe.

Scholarship Benefit Concert

Thursday, February 6, 2014, IVC will host a Scholarship Benefit Concert with Toulouse Engelhardt & John York- featuring nostalgic folk/rock musical stylings of the 1960s. Toulouse Engelhardt, considered by many to be the best finger style guitarists in the world today, and John York, a former member of The Byrds, will perform a benefit concert for IVC Student Scholarships at the IVC PAC. A meet and greet along with CD sales will follow the concert.

IVC Hosts 27th Annual Astounding Inventions

On Saturday, January 25, 2014, over 400 eager young inventors and their families filled IVC's Hart Gymnasium to showcase their brilliant ideas, story-boarded concepts, or even prototyped products. Astounding Inventions is an invention fair highlighting handmade inventions by students from the Irvine and Tustin School Districts in kindergarten through eighth grade. The competition was established to promote student interest and learning in math and science. Judges from the community talk to each of the students about their process of idea generation and product creation. Grand Prize winners are awarded patent work valued at \$10,000 from GreenbergTraurig, one of California's leading firms specializing in this area of legal work.

An Equal Opportunity Institution

TO: Members of the Board of Trustees Gary L. Poertner, Chancellor

FROM: Dr. Tod A. Burnett, President

SUBJECT: Report for January 27, 2014 Board of Trustees Meeting

In-Service Week was held January 14th through January 17th. Dr. Burnett welcomed faculty, staff, and administrators to a faculty breakfast and part-time faculty dinner on January 16th and a classified staff luncheon on January 17th. Topics covered in Dr. Burnett's presentation included the results of a recent community survey, enrollment management, the student success coordinating committee, economic and workforce development, strategic planning, part-time faculty, emergency planning and preparedness, and facilities and parking.

The part-time faculty dinner featured speaker Jonathan Mooney, a dyslexic writer and activist who did not learn to read until he was 12 years old. He is a graduate of Brown University's class of 2000 and holds an honors degree in English Literature. Jonathan is founder and President of Project Eye-To-Eye, a mentoring and advocacy non-profit organization for students with learning differences.

Dr. Burnett announced the awardees of the President's Award for Leadership and Innovation:

Faculty Bruce Gilman, English Instructor

Part-time Faculty Christina Hinkle, Political Science Instructor

Administration/Management

Tony Lipold, Dean of Kinesiology and Athletics Jeanne Harris-Caldwell, Student Health Center Director

Classified Staff (Full-time) Karen Kelly, Senior Lab Technician, Mathematics, Science, and Engineering

Classified Staff (Part-time)

Brad Hoiseth, Administrative Assistant, Athletics

We received several nominations this year for the President's Award for Leadership and Innovation:

Faculty: Marine Aminy, English; Patrizia Goldberg, Business/Law; Rebecca Knapp, Business; June Millovich, Child Development; Michele Rousseau, Computer Science, and Lydia Welhan, Librarian.

Part-time faculty: BJ McNichol, Women's Soccer Coach; Sara Nievas-Lucas, Transfer Counselor; Das Nugent-Odasso, Speech Communication; and Emily Quinlan, Business/Law.

Administration/Management: Estella Castillo-Garrision, Director of Community Education; Audra DiPadova, Director of Student Life; Patricia Flanigan, Dean of Online Education and Learning Resources; Carol Hilton, Vice President for Administrative Services; Leslie Humphrey, Director of Outreach and Recruitment; Chris McDonald, Dean of Mathematics, Science, and Engineering; Bart McHenry, Dean of Fine Arts and Media Technology; Anthony Rogers, Night Facilities Operations Supervisor, and Patti Weeks, Director of Learning Assistance.

Classified Staff (full-time): Stephanie DiAlto, Curriculum Specialist; Trish Fain, Executive Assistant to the Vice President for Instruction; Mark Kruhmin, Video Production Specialist; Rania Mesri, Career Services Technician; Ellen Poling, Veterans/Fiscal Specialist; Sara Sheybani, Senior Lab Technician; Mark Sierakowski, Network Systems Administrator; and Nina Welch, Fine Arts Public Information Officer.

Classified Staff (part-time): Brad Hoiseth, Athletics Administrative Assistant; Romeo Mercado, Tutoring Instructional Assistant.

Office of Instruction

Fine Arts and Media Technology

On Saturday, January 11th, audiences were treated to An Evening of Comedy & Magic in the McKinney Theatre. On Friday, January 24th, Cinema/Television/Radio presented a first in a series of lectures titled From Saddleback to Hollywood. College and high school students as well as the community enjoyed hearing meeting and learning from former Saddleback students who are now working in film and television in Hollywood. On January 27th in the McKinney Theatre the Saddleback Jazz Faculty wowed the audience with great jazz. Our Concert Hour free music series presented a free concert with violinist Melody Chang in FA 101. Theatre Arts and Music auditions were held the end of January to cast students in upcoming plays and music performances.

Social and Behavioral Sciences

Anthropology: The department hosted a lecture entitled "The Problem with Guns: Transforming Conflict in Ireland and Beyond" on January 27th. The talk was presented by Dr. Dominic Bryan, Director of the Institute of Irish Studies at Queens University in Belfast, Ireland, and was held in memory of Professor Micael Merrifield.

Child Development: A spring 2014 conference will be held on February 22nd and will feature keynote speaker Norman Jones of the Rhythm Child Network.

Psychology: Dr. Kathy Damm was a panelist for the Online Assessment Roundtable, Hangout on Air, for The Center, a learning community that connects California's 112 community colleges.

Kris Leppien-Christensen will be featured in January's issue of The Monitor, regarding Psi Beta's Heroic Imagination Project Initiative.

Office of Student Services

Financial Aid Office – The office participated the "Paying for College Seminar" hosted by United States Representative Ed Royce on January 25th. A Higher One information page was created and implemented. The office offered ASG book scholarships, with up to \$250 awarded to each eligible student. Priority was given to non-Pell grant eligible students.

Office of Administrative Services

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On Wednesday, January 8the Federal Bureau of Investigation and Saddleback College hosted a Threat Assessment Regional Evaluation Team (TARGET) Working Group in SSC 212. There were over 140 attendees from around the region. This was an opportunity for Saddleback College to share and showcase our approach involving academia, mental health, Crisis Intervention Team, technology partners, and the police department. Vice President for Student Services Juan Avalos provided opening remarks, and Dr. Lisa Schenitzki, a clinical psychologist, provided an overview on handling distressed, disruptive, or threatening students. Dr. Maryam Azary offered information on the Crisis Intervention Team, and Police Chief Chris Wilkinson reviewed the July 8, 2012 arson/suicide in the Business and General Studies Building. Health Center Director Jeanne Harris-Caldwell provided information on dealing with 5150 situations.

The grants department recently hosted grants management two-day training entitled "Procuring Goods and Services Under Federal Grants," which provided education regarding requirements and best practices related to the purchase of goods and services under federal grants. Faculty, staff, and administrators at Saddleback College, Irvine Valley College, and District participated in this training, which was provided by Management Concepts, the leading provider of training and professional development services to the federal government. Additional grants training will be facilitated as needed to ensure staff working on federally-funded projects such as the recently-awarded \$2.75 million grant from the United States Department of Labor are knowledgeable about and able to comply with federal guidelines.

Saddleback College Foundation: Donations for student scholarships, tutoring, veterans transition, and student emergency funds may still receive a 50 percent match through January 31st or until the \$60,000 donated by Associated Student Government are all used.

This year's Saddleback Benefit Gala will be held on April 12th at the Laguna Cliffs Marriott Resort and Spa. Four \$10,000 sponsors have already been secured and several auction items have been donated, including a week in a four-bedroom waterfront condo in Cancun, Mexico, and a day for eight people on a yacht on San Francisco Bay. Sponsorships, tables and ticket and auction sponsorships are currently available on the website, <u>http://www.saddleback.edu/foundation/gala</u>, by telephone, (949) 582—4479, or in person at the office, AGB 131.

Report to the SOCCCD Board of Trustees for January 27, 2014 Business Services Highlights - Vice Chancellor Dr. Debra L. Fitzsimons

<u>State Budget Update:</u> The Governor released his FY 2014-2015 budget proposal on January 9, 2014. The improved state economic climate will provide additional funding for education.

The state budget estimates an 11.4% increase in K-14 funding based on the Proposition 98 minimum guarantee.

Community college budget highlights focused on themes of student access, success and equity and include:

- \$155.2 million (3%) to restore access and for "growth in general-purpose apportionments" with direction to the Board of Governors to adopt a growth formula that "gives priority to districts identified as having the greatest unmet need in adequately serving their community's higher educational needs. All districts will receive some additional growth funding, and over time will be fully restored to pre-recession apportionment levels."
- \$48.5 million for COLA (0.86%)
- \$200 million to support student success
- \$592.4 million will be used to eliminate all inter-year cash deferrals
- Funding for scheduled maintenance and instructional equipment is set at \$175 million
- Proposition 39 funds of \$39 million will continue to address energy efficiency projects.
- An additional \$50 million of one-time funding will support innovative models of higher education in the UC, CSU and CCC systems and to recognize effective practices to accelerate higher education completion and intersegmental coordination.
- \$1.1 million for additional staffing for the Chancellor's Office for development and monitoring of district success indicators
- \$2.5 million for local technical assistance to "support implementation of effective practices across all districts, with a focus on underperforming districts"

<u>Update on Fiscal Accountability Status:</u> The District has selected and OCDE has approved the selection of an external audit firm to conduct a review of our policies and procedures related to processing non-payroll checks. The field work was conducted the week of November 18 with the final report due to OCDE by January 1, 2014.

The external audit firm completed the study of SOCCCD's accounting procedures and internal controls on schedule and submitted their final report to the Orange County Department of Education (OCDE) by the January 1, 2014 deadline. The auditors did not identify areas of major concern.

The OCDE will notify the district by March 1, 2014 if they approve our request to be fiscally accountable for our non-payroll checks beginning July 1, 2014.



TO:	Chancellor Gary Poertner
	Members of the Board of Trustees
FROM:	Dr. Randy W. Peebles, Associate Vice Chancellor
DATE:	January 15, 2014
RE:	ATEP Report for the January 27, 2014 Board of Trustees Meeting

Next Steps for Planning

A new series of planning steps are now moving forward in support of the recent land exchanges and improved development site at ATEP. The ATEP Development Master Plan request for proposals was announced to the public in December, sparking a lively response from potential contractors. A small group of contractor finalists met with a selection committee, comprised of district services and college representatives. The committee's recommendation will be considered by the Board of Trustees at the February meeting. Following board approval, the selected contractor will meet with the development planning steering committee to begin discussions about planning topics including physical layout options and site infrastructure for future planning. The final result will be an ATEP Development Master Plan. Presentations to the colleges, chancellor's executive cabinet and the Board of Trustees are anticipated for spring 2014 as the planning process moves toward completion in support of future site development for both colleges and future ground lease partners.

Navy Site Remediation Continues

The Navy continues to monitor progress with environmental remediation on the ATEP and greater Tustin Legacy site to insure eventual success in attaining reduced levels of chemicals of concern for future use. These identified areas on the ATEP site have attained this safe level for full transfer and use to the district and a process has begun to review, check and document the approvals and final transfer. This process is complex with many agencies involved. This final approval and transfer process could take one year and possibly up to two years.



ATEP Site K Rails

With the completion of the recent demolition and a next demolition phase set to start in the spring, the district has determined that the K Rails (white concrete barriers) will remain on the ATEP site to protect the Navy remediation monitoring wells and equipment. These barriers protect this sensitive equipment from accidental damage from tractors, construction or demolition equipment that are active on the site. With most of the old site buildings gone, these white concrete barriers can be seen at various areas on the ATEP site.

Bell Avenue Development

The City of Tustin and district representatives are now meeting regularly to develop the construction plans for the extension of Bell Avenue across the ATEP property from Red Hill to Armstrong Avenues. The district and city have agreed to share the costs for the design and construction. This design work will continue through this spring including DSA review and approvals before going out to bid. Construction could start later this year with completion in 2015.

Demolition Update and Bell Avenue Planning

The demolition work to remove building foundations and surface hardscape was recently completed including hydro-seeding the newly rough graded site. The next demolition plan is being expanded somewhat to include the replacement of the old drainage ditches on the ATEP site. These ditches will be replaced with in-ground storm drain piping to insure the site has proper drainage and to avoid site damage from storm rain runoff. This next demolition, including the drainage plan will first go to the City of Tustin and the Navy for approval before it goes out to bid. This demolition plan will remove four buildings that were part of the recent land exchange with the city and will also prepare the right-of-way for the construction of Bell Avenue by the City of Tustin. Completion of the next demolition contract could be completed by next summer depending on how long it takes for city and Navy approvals.