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

# AGENDA

# Meeting of the Board of Trustees



# Monday, March 26, 2012

Call to order: 5:00 p.m.

[Followed by Public Comments/Closed Session] Reconvene Open Session: 6:00 p.m.

> Ronald Reagan Board of Trustees, Room145 Health Sciences/District Offices Building Saddleback College 28000 Marguerite Parkway Mission Viejo, CA 92692

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

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

#### **Board of Trustees**

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



# Meeting of the Board of Trustees

March 26, 2012

CALL TO ORDER: 5:00 P.M.

### 1.0 PROCEDURAL MATTERS

- 1.1 Call To Order
- 1.2 Public Comments

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

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

- A. Conference with Labor Negotiators (GC Section 54957.6)
  - 1. SOCCCD Faculty Association
    - a. Agency Designated Negotiator: David Bugay, Ph.D.
  - 2. California School Employees Association (CSEA)
    - a. Agency Designated Negotiator: David Bugay, Ph.D.
  - 3. Police Officers Association (POA)
    - a. Agency Designated Negotiator: David Bugay, Ph.D.
  - 4. Administrators and Managers: Unrepresented Employees
    - a. Agency Designated Negotiator: Gary Poertner
- B. Conference with Legal Counsel (GC Section 54956.9)
  - 1. Existing Litigation (GC Section 54956.9[b]) (1 case)
    Avery Investment Group v. SOCCCD
  - 2. Anticipated Litigation/Significant Exposure to Litigation (1 case) (GC Section 54956.9[b][1] and [b][3][A])

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

#### 2.0 PROCEDURAL MATTERS

#### 2.1 Actions Taken in Closed Session

### 2.2 Invocation

Led by Trustee Mike Meldau

# 2.3 Pledge of Allegiance

Led by Trustee Nancy Padberg

### 2.4 Resolutions / Presentations / Introductions

#### 2.5 **Public Comments**

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

#### 3.0 REPORTS

- 3.1 Oral Reports: Speakers are limited to up to two minutes each.
  - A. Board Reports
  - B. Chancellor's Report
  - C. Board Request(s) for Report(s)
    - Request for Report on Colleges' Veterans Programs and Ideas for Expansion and Increased Services.
    - Request for Report on the Possibility of Purchasing an Olympic Trials Pool for Irvine Valley College.

#### 4.0 DISCUSSION ITEM

# 4.1 SOCCCD: Design/Build Construction Delivery Methods

A Power Point presentation will be made by Director of Facilities Planning and Purchasing, Brandye D'Lena, on the Design/Build construction delivery methods.

### 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 February 26, 2012.

- 5.2 **SOCCCD:** Revised 2013-2014 Academic Calendar Accept for review and study the proposed Academic Calendar for 2013-2014, which has been revised to include an 11-week rather than 12-week summer session.
- 5.3 **Irvine Valley College: Curriculum Revisions for the 2012-13 Academic Year** Approve proposed curriculum changes for the 2012-13 academic year at Irvine Valley College.
- 5.4 Irvine Valley College: Award of Bid: Building Reclaimed Water System in Life Science Building
  Approve the agreement with R.T. Contractor, Corp. in the amount of \$43,000.
- 5.5 Saddleback College: James B. Utt Memorial Learning Resource Center Renovation: Use of Multiple Award Contract for Procurement of Audio Visual System Components and Services
  Approve the use of the CMAS contract with Digital Networks Group, Inc. at an estimated cost of \$104,636.21.
- 5.6 Saddleback College: James B. Utt Memorial Learning Resource Center Renovation Project: Amendment No. 1 to Labor Compliance Agreement Scope of Work

  Approve amendment with PB Americas, Inc. increasing the contract amount by \$9,925.00. The total revised contract amount is \$53,375.00.
- 5.7 Saddleback College: James B. Utt Memorial Learning Resource Center Renovation: Use of Multiple Award Contract for Cisco Data Network and Phone System Purchases

  Approve the use of the CMAS contract with Trace 3 at an estimated cost of \$131,583.44.
- 5.8 Saddleback College: Adopt Resolution No. 12-10: Intention to Enter into Energy Service Agreements and Public Hearing on Agreement

  Adopt resolution declaring its intention to set a public hearing for April 30, 2012 and enter into energy service agreement.
- 5.9 Saddleback College: East Bridge Replacement Project: Amendment No. 2 for Increased Architectural Services

  Approve amendment increasing the contract amount by \$5,145.00 with R2A Architecture. The total revised contract amount is \$122,386.00
- 5.10 **Saddleback College: Community Education, Summer 2012**Approve the additional Saddleback College Community Education courses, presenters, and compensation.

- 5.11 Saddleback College: Study Abroad Program to Peru
  Approve the Saddleback College study abroad program to Peru from May 21 to
  May 30, 2012 and direct the administration to execute the Educational
  Tour/Field Study Travel Contractor Agreement with the Travel and Education for
  coordinating all travel agreements.
- 5.12 **Saddleback College: Phi Theta Kappa 94<sup>th</sup> International Convention**Approve the out-of-state travel request for up to four students and one faculty advisor to attend the Phi Theta Kappa 94<sup>th</sup> International Convention in Memphis, Tennessee, at a cost not to exceed \$8,000. There is no impact to the general fund.
- 5.13 Saddleback College: Grant Acceptance, Career Technical Education Teacher Preparation Pipeline (TPP) 5<sup>th</sup> Year Grant Renewal Accept award of \$120,000 from the California Community College Chancellor's Office for CTE Grant 11-090-008.
- 5.14 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.
- SOCCCD: Authorization of Payment to Trustee Absent from Board Meeting

  Adopt resolution 12-09 (Exhibit A) authorizing payment to Trustee Fuentes who was absent from the February 27, 2012 Meeting of the Board of Trustees.
- 5.16 **SOCCCD: Trustees' Requests for Attending Conferences** Approve Trustees' requests for attending conferences.
- 5.17 **SOCCCD: GASB 43 & 45 Compliance Vendor Renewal Section** Approve the Keenan Financial Services (KFS) Futuris Plan renewal agreements.
- 5.18 SOCCCD: Purchase Order/Confirming Requisitions
  Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P12-03195 through P12-03545 amounting to \$2,021,223.99. Approve confirming requisitions dated February 8, 2012 through March 7, 2012 totaling \$165,339.93.
- 5.19 SOCCCD: Budget Amendment: Adopt Resolution No. 12-11 to Amend 2011-2012 Restricted General Fund
  Adopt resolution to amend the 2011-2012 adopted budget.
- 5.20 **SOCCD:** Transfer of Budget Appropriations
  Ratify the transfer of budget appropriations as detailed in the exhibit.

### 5.21 **SOCCCD: Payment of Bills**

Approve check no. 156199 through 156895 processed through the Orange County Department of Education, totaling \$4,633,180.02; and check no. 010342 through 010352, processed through Saddleback College Community Education, totaling \$16,562.41; and check no. 008970 through 008981, processed through Irvine Valley College Community Education, totaling \$73,763.79.

- 5.22 **SOCCCD:** Gifts to the District and Foundations Approve the acceptance of donations.
- 5.23 **SOCCCD: February/March 2012 Contracts** Ratify contracts as listed.

### 6.0 GENERAL ACTION ITEMS

- 6.1 **SOCCCD:** Adopt Resolution No. 12-12 for Design Build Procurement Adopt resolution to authorize the use of Design Build procurement.
- 6.2 SOCCCD: Consultant Services for the Development of New Design Build Construction Delivery Method, Contracts and Documents Approve the agreement for Professional Services for the development of a Design Build construction delivery method with Alternative Delivery Solutions, LLC for a fee equal to \$185/hour not to exceed \$121,000.
- 6.3 **SOCCCD: Five Year Construction Plan**Approve the District Order of Priority for the Five Year Construction Plan.
- 6.4 SOCCD: CCCT Board of Directors Election 2012

  Recommendation for SOCCCD Board members to nominate eight candidates to the CCCT Board of Directors.

account and make them available for redistribution.

- 6.5 **SOCCCD:** Approval of Agreement: Office Supplies Contract
  Approve agreement with Office Max Solutions beginning March 27, 2012 at an estimated cost, for three year period, of approximately \$890,000.
- 6.6 Saddleback College: Basic Aid Funding for Saddleback College Library Renovation

  Approve the return of \$13M of Basic Aid funds to the unallocated basic aid
- 6.7 SOCCCD: Board Policy Revision: BP-4076-Compensation, BP-4210-Enrollment Priorities, BP-4345-Catastrophic Leave, BP-5130-Financial Aid, BP-4018-Alcohol and Controlled Substances Testing, BP-4125-Retirement Incentive Plan for Educational Administrators Discussion/Approval.

6.8 SOCCCD: Board Policy Revision: BP-4011.6: Employment Procedures for Chancellor, BP-4210: Employee Outstanding Service Awards, BP-5616: Attendance, BP-4080: Personal Necessity Leave for Administrators and Classified Management Personnel Review & Study

# 6.9 **SOCCCD: Academic Personnel Actions – Regular Items**

Approve New Personnel Appointments, Voluntary Transfer Academic Full-Time Faculty, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Reduced Workload Program with STRS Retirement, Resignation/Retirement/Conclusion of Employment.

# 6.10 **SOCCCD: Classified Personnel Actions – Regular Items**

Approve New Personnel Appointments, Authorization to Eliminate Classified Position and/or Position Numbers, Authorization to Change Funding for a Classified Position, Relocation of Reporting Structure for a Classified Position, Change of Status, Out of Class Assignments, Leave of Absence, Resignation/Retirement/Conclusion of Employment, Volunteers.

# 7.0 REPORTS

# 7.1 Saddleback College and Irvine Valley College: Speakers

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

#### 7.2 SOCCCD: Basic Aid Report

Report on projected receipts and approved projects.

#### 7.3 **SOCCCD:** Facilities Plan Status Report

Status of current construction projects.

#### 7.4 **SOCCCD:** Monthly Financial Status Report

The reports display the adopted budget, revised budget and transactions through February 29, 2012.

#### 7.5 **SOCCCD:** Retiree (OPEB) Trust Fund

This report is for period ending February 29, 2012.

### 8.0 WRITTEN REPORTS

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

- A. Saddleback College Academic Senate
- B. Faculty Association
- C. Irvine Valley College Academic Senate

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

# 9.0 ADDITIONAL ITEMS

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



# BOARD OF TRUSTEES REQUEST FOR REPORT

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

Date February 27, 2012

Trustee Name Nancy Padberg

# **Specific Request for Report:**

I request that both campus' report on their veterans' programs and ideas for expansion and increased services. In addition, a proposal for a combined program located at ATEP should be considered and included in the report. The possibility of using this site for service to veterans from all college districts in Orange County should be explored and a combined one-stop program included.

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

To increase service effectiveness to veterans on all three campuses.

# FOR INTERNAL STAFF PURPOSES

Staff n	needed	for	report	prepai	ration:
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Estimated time to prepare report:

Chancellor's comments:



# BOARD OF TRUSTEES REQUEST FOR REPORT

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

Date 3/19/2012

Trustee Name T.J. Prendergast

# **Specific Request for Report:**

I would like to request that there be an investigation into the possibility of purchasing one of the pools being used for the Olympic Trials in Oklahoma this summer. These Mertha manufactured pools would save a significant amount of money and time in constructing an aquatics facility at IVC.

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

Even though the master plan doesn't address the construction of an aquatics facility at IVC until 2017, it may be possible to accelerate the time line considering the availability of these pre-constructed shells. In addition, the Irvine Novas have come forward again to pledge their willingness to work together with the district in financing the project. This could amount to little or no cost to the district and foster a relationship with a prominent member of the Irvine business community. At the very least, it would lay the ground work for trying again when the 2016 shells are available.

# FOR INTERNAL STAFF PURPOSES

FOR INTERNAL STAFF PURPOSES
Staff needed for report preparation:
Estimated time to prepare report:
Chancellor's comments:

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 4.1 DATE: 3/26/12

**TO:** Board of Trustees

**FROM:** Gary Poertner, Chancellor

**RE:** SOCCCD: Design Build Construction Delivery Method

**ACTION:** Presentation/Discussion

## **BACKGROUND**

District staff has been investigating the use of Design Build procurement in earnest for the past two years including attendance at chapter meetings for the Design Build Institute of America and gaining membership in the Southern California Owners Group which focuses on alternative delivery methods aimed toward addressing the challenges found in a Design-Bid-Build environment.

Directly reflecting the current construction environment, three of the last four District capital improvement projects have resulted in surety involvement. The surety becomes involved in a project when the construction contract is in default or to avoid default. Projects that default increase District costs and cause delay.

The two local public educational organizations that have been using Design/Build procurement have been reviewed in-depth include University of California, Irvine and San Diego Community College District.

### **STATUS**

A PowerPoint presentation will be made by the Director of Facilities Planning and Purchasing, Brandye D'Lena, to address the Design/Build construction delivery method and to answer any questions relative to the Community College Design/Build Delivery Method.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.1

**DATE: 3/26/12** 

TO:

**Board of Trustees** 

FROM:

Gary L. Poertner, Chancellor

RE:

SOCCCD: Minutes of the Board of Trustees Meeting

**ACTION:** 

Approval

# Minutes from:

February 27, 2012 Regular Meeting of the Board of Trustees (Exhibit A) are submitted to the Board for review and approval.

Item Submitted by: Gary L. Poertner, Chancellor

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

# MINUTES OF THE BOARD OF TRUSTEES' MEETING February 27, 2012

#### **PRESENT**

Members of the Board of Trustees:

Nancy M. Padberg, President T.J. Prendergast, Vice President Marcia Milchiker, Clerk William O. Jay, Member David B. Lang, Member Frank M. Meldau, Member Jordan J. Larson, Student Member

#### Administrative Officers:

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

#### **ABSENT**

Thomas A. Fuentes, Member

CALL TO ORDER: 5:00 P.M.

#### 1.0 PROCEDURAL MATTERS

- 1.1 Call To Order
- 1.2 Public Comments

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

# RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- A. Public Employee Appointment, Employment, Evaluation of Performance, Discipline, Dismissal, Release (GC Section 54957) (2)
  - 1. Public Employee Employment/Discipline/Dismissal/Release (2)
- B. Conference with Labor Negotiators (GC Section 54957.6)
  - 1. California School Employees Association (CSEA)
    - a. Agency Designated Negotiator: David Bugay, Ph.D.
  - 2. Police Officers Association (POA)
    - a. Agency Designated Negotiator: David Bugay, Ph.D.
- C. Conference with Real Property Negotiators (GC Section 54956.8)
  - 1. Lease of Property by District: Portion of ATEP site: Corner of Valencia and Landsdowne Road, Tustin with Orange County Rescue Mission.
    - a. Agency Designated Negotiator: Debra Fitzsimons, Ph. D.
  - Lease of Property by District: Portion of Saddleback College site: MG
     Promenade Apartments LLC, 28032 Marguerite Parkway, Mission Viejo
     a. Agency Designated Negotiator: Debra Fitzsimons, Ph. D.
- D. Conference with Legal Counsel (GC Section 54956.9)(2)
  - 1. Anticipated Litigation/Significant Exposure to Litigation

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

# 2.0 PROCEDURAL MATTERS

- 2.1 Actions Taken in Closed Session
- 2.2 Invocation

Led by Trustee Marcia Milchiker

2.3 Pledge of Allegiance

Led by Trustee Mike Meldau

2.4 Resolutions / Presentations / Introductions

Resolution - Brandye D'Lena: 2011 District Services Outstanding Manager of the Year

2.5 **Public Comments** 

Members of the public may address the Board on any item on the agenda at this time or during consideration of the item. Items not

on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at this time. **Speakers are limited** to up to two minutes each.

# 3.0 REPORTS

- 3.1 Oral Reports: Speakers are limited to up to two minutes each.
  - A. Board Reports
  - B. Chancellor's Report
  - C. Board Request(s) for Report(s)
    - 1. Trustee Prendergast requested a report on the feasibility of purchasing a 50-meter pool shell for Irvine Valley College.
    - 2. Trustee Padberg requested a combined presentation from the college presidents on the veterans' programs at Saddleback, IVC and ATEP.
    - 3. Trustee Milchiker requested a report on what is happening statewide with the future of the Emeritus Institute.
    - 4. Trustee Meldau requested a report on campus safety issues affecting students.

### 4.0 DISCUSSION ITEM

#### 4.1 SOCCCD: AR-3110 Basic Aid Allocation Process

A PowerPoint presentation will be made by Vice Chancellor Debra L. Fitzsimons to outline the Basic Aid Allocation Process and to gather input from the Board of Trustees.

Vice Chancellor Debra Fitzsimons provided an overview of Administrative Regulation (AR) 3110 which will accompany the new Board Policy 3110 on Basic Aid Funding Allocation Process and details the process used to make recommendations to the board of trustees.

4.2 Irvine Valley College: Academic Senate Curriculum Review Report
A representative from Irvine Valley College Academic Senate will present a
curriculum report.

IVC Curriculum Chair Jody Titus presented a curriculum report outlining 12 new and 40 revised programs for a total of 52 programs, including a new transfer model curriculum degree in Theater Arts.

#### 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 Padberg requested to pull and vote separately on items 5.3, 5.4, 5.5, and 5.9. Trustee Lang requested to pull and vote separately on items 5.7, 5.8, 5.11 and 5.25.

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

- 5.1 **SOCCCD: Board of Trustees Meeting Minutes**Approve minutes of a regular meeting held on January 23, 2012.
- 5.2 Saddleback College: Standardize Saddleback College and Irvine Valley College Parking Citation Bail Schedules SB 857, and California Vehicle Code 40203.5 (a)

  Approve an increase of \$8.00 to the bail schedule for parking violations at Saddleback College.
- 5.3 Saddleback College: Grant Acceptance, CTE Pathways Initiative, Allied Health Expansion, Health Careers "Boot Camp" Project Accept this award of \$250,000 from the California Community College Chancellor's Office for the CTE Pathways Initiative Grant 11-129-001.

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

5.4 Saddleback College: Grant Acceptance, Career Technical Education Community Collaborative Grant Renewal
Accept this award of \$411,350 from the California Community College Chancellor's Office for CTE Grant 11-140-890.

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

5.5 **Saddleback College/RapidTech: Consultant Agreement**Approve the contract for TAG Consulting in the amount of \$26,000.00 paid through the National Science Foundation (NSF) grant.

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

5.6 Saddleback College: Main Electrical Room Site Drainage Project: Change Order No. 1 and Notice of Completion
Approve change order decreasing the contract amount by \$47,555.27 with Atom Engineering Construction, Inc. The total revised contract amount is \$175,842.73. Authorize the filing of the Notice of Completion and release of retention 35 days after filing.

5.7 Saddleback College: James B. Utt Memorial Learning Resource Center Renovation Project: Amendment No. 1 to Inspector of Record Scope of Work

Approve amendment to increase contract amount by \$60,000.00 with Joyce Inspections and Testing, Inc. The total revised contract amount is \$316,824.00.

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

5.8 Saddleback College: James B. Utt Memorial Learning Resource Center Renovation Project: Amendment No. 3 to Geotechnical Engineers Scope of Work

Approve amendment to increase contract amount by \$80,000.00 with American Geotechnical, Inc. The total revised contract amount is \$309,532.00.

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

5.9 Irvine Valley College: Sub-Award Grant Acceptance North Orange County Community College District, New Media & Entertainment Approve the sub-award agreement in the amount of \$2,500.00.

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

- 5.10 Irvine Valley College: Landscaping Project: Change Order No. 2
  Approve change order increasing the contract amount by \$2,274.04 with
  Diversified Landscape Management, Inc. The total revised contract amount is \$1,203,808.04.
- 5.11 Irvine Valley College: Life Sciences: Geotechnical Consultant Agreement Amendment No. 2

Approve amendment to agreement with C.E.M. Lab Corp. increasing the contract amount by \$57,927.00. The total revised contract amount is \$234,552.00.

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

5.12 Irvine Valley College: Landscaping Project: Contract Amendment No. 3 for Increased Architectural Services

Approve amendment with RJM Design Group, Inc. increasing the contract amount by \$2,295.00. The total revised contract amount is \$149,225.00.

- 5.13 Saddleback College and Irvine Valley College: Curriculum and Certificates/Degrees Revisions for 2012-2013

  Approve proposed changes in curriculum for the 2012-2013 academic year.
- 5.14 Saddleback College and Irvine Valley College: Revised 2012-2013 Instructional Material/Laboratory Fees

  Approve revised instructional material and laboratory fees for 2012-2013.
- 5.15 Saddleback College and Irvine Valley College: Community Education, Summer 2012

  Approve Community Education courses, presenters, and compensation for Summer Session 2012.
- 5.16 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.
- 5.17 SOCCD: 2013-2014 Academic Calendar
  Accept for review and study the proposed Academic Calendar for 2013-2014.
- 5.18 SOCCCD: Update of Authorized Signature List of Board of Trustees' Designees to Approve Documents and Contracts

  Approve the authorized signature list.
- 5.19 SOCCCD: Authorization of Payment to Trustee Absent from Board Meeting
  Adopt resolution 12-06 (Exhibit A) authorizing payment to Trustee Fuentes who was absent from the January 23, 2012 Meeting of the Board of Trustees.
- 5.20 SOCCCD: Budget Amendment: Adopt Resolution No. 12-07 to Amend 2011-2012 Restricted General Fund
  Adopt resolution to amend the 2011-2012 adopted budget.
- 5.21 SOCCCD: Award of Bid: Office Supplies Contract Approve award of bid to Office Max Solutions.
- 5.22 ATEP: Site Foundation and Infrastructure Demolition and Grading: Architectural Services Agreement
  Approve agreement with gkkworks in the amount of \$139,000.00.
- 5.23 **SOCCCD:** Gifts to the District and Foundations Approve the acceptance of donations.
- 5.24 **SOCCCD: Transfer of Budget Appropriations**Ratify the transfer of budget appropriations as detailed in the exhibit.

# 5.25 **SOCCCD: January/February 2012 Contracts** Ratify contracts as listed.

On a motion made by Trustee Jay and seconded by Trustee Meldau the Board voted to divide the item to remove Hall & Foreman, Inc.

from the list of contracts. Item was approved on a 6-0 vote.

On a motion made by Trustee Lang and seconded by Trustee Meldau the balance of the item except for the Hall & Foreman, Inc. contract, was approved on a 6-0 vote.

On a motion made by Trustee Jay and seconded by Trustee Prendergast the Hall & Foreman, Inc. contract, was approved on a 5-1 vote with Trustee Lang abstaining.

# 5.26 **SOCCCD:** Purchase Order/Confirming Requisitions

Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P12-02804 through P12-03194 amounting to \$2,007,662.53. Approve confirming requisitions dated January 4, 2012 through February 7, 2012 totaling \$168,908.70.

### 5.27 **SOCCCD: Payment of Bills**

Approve check no. 155111 through 156198 processed through the Orange County Department of Education, totaling \$5,672,975.78; and check no. 010328 through 010341, processed through Saddleback College Community Education, totaling \$129,008.55; and check no. 008954 through 008969, processed through Irvine Valley College Community Education, totaling \$130,856.81.

### 6.0 GENERAL ACTION ITEMS

# 6.1 Saddleback College and Irvine Valley College: Courses, Programs and Services offered at ATEP

Approve initial program areas to be offered by the colleges on the permanent ATEP campus.

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

# 6.2 SOCCCD: OCSBA Marian Bergeson Award Nomination

Determine if the Board wishes to make any trustee nominations for the Marian Bergeson Award.

No action was taken on this item.

# 6.3 **SOCCCD: OCSBA Board of Directors Interest Form**Determine if the Board wishes to nominate a trustee for the OCSBA Board

of Directors.

No action was taken on this item.

6.4 SOCCCD: Board Policy Revision: BP-4091-Administrator Retreat Rights, BP-4117-Family Medical Leave for Administrators and Classified Management Personnel, BP-4700-Whistleblower Protection, BP-5604-Eligibility for Admission, BP-4090-Evaluation of Administrators and Classified Management Personnel, BP-4082-Medical Benefits for Administrators and Classified Management Personnel While on Leave, BP 3600- Disposition of District Property, BP-4002.1-Authorization for Employment

Discussion/Approval

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

6.5 SOCCCD: Board Policy Revision: BP-4076-Compensation, BP-4210-Enrollment Priorities, BP-4345-Catastrophic Leave, BP-5130-Financial Aid, BP-4018-Alcohol and Controlled Substances Testing, BP-4125-Retirement Incentive Plan for Educational Administrators Accept for review and study.

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

# 6.6 SOCCCD: Annual Report on Probationary Faculty Recommended for Tenure

Approval of second and third/fourth year faculty contracts.

This item was advanced by Trustee Padberg prior to Discussion Item 4.2.

A correction of a 4<sup>th</sup> year faculty last name was noted on page 3 of Exhibit A. The correct spelling should be changed to Frank Gonzalez.

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

# 6.7 **SOCCCD: Academic Personnel Actions – Regular Items**

Approve New Personnel Appointments, Reclassification of Academic Faculty Positions, Authorization to Eliminate Academic Administrative Position and/or Position Numbers, Authorization to Establish and Announce Academic Administrative Position, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Workload Banking, Resignation/ Retirement/Conclusion of Employment.

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

# 6.8 **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, Reclassification of Classified Positions, Reorganization of Classified Positions, Authorization to Change a Classified Position, 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 Prendergast this item was approved on a 6-0 vote.

# 6.9 SOCCCD: Organizational Assessment for Administrators and Classified Managers

Approve a new integrated District Administrator Manager Salary Schedule.

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

### 7.0 REPORTS

7.1 Irvine Valley College and Saddleback College: Speakers
Approve a listing of speakers for events and/or classes at Saddleback
College and Irvine Valley College.

# 7.2 ATEP: 5 Year Site Development Plan and Timeline

Identified as a board approved goal (#6) in the District-wide Strategic Plan 2011-14, the ATEP 5 Year Site Development Plan and Timeline Summary with the incremental steps to complete the planning and construction for the next buildings at the ATEP site will be routinely updated as needed and published on the district website for college and district staff to utilize for information and planning.

# 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**

The reports display the adopted budget, revised budget and transactions through January 31, 2012.

# 7.6 **SOCCCD: Quarterly Financial Status Report**

This report is as of December 31, 2011 for the 2011/2012 fiscal year.

# 7.7 SOCCCD: Quarterly Investment Report

This report is for the quarter ending on December 31, 2011.

# 7.8 SOCCCD: Retiree (OPEB) Trust Fund

This report is for period ending January 31, 2012.

### 8.0 WRITTEN REPORTS

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

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

# 9.0 ADDITIONAL ITEMS

The meeting was adjourned at 8:35 p.m. in memory of former Saddleback College President, Richard McCullough and former Board of Trustee member, Lee Rhodes.

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

Gary L. Poertner, Secretary

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.2 DATE: 3/26/12

TO:

**Board of Trustees** 

FROM:

Gary L. Poertner, Chancellor

RE:

SOCCCD: 2013-2014 Academic Calendar

**ACTION:** 

**Review and Study** 

### **BACKGROUND**

Annually the South Orange County Community College District Academic Calendar Committee convenes to review the development of the academic calendar. During the 2011-12 academic year, representatives from the governance groups studied calendar options for 2013-2014.

### **STATUS**

The District Academic Calendar Committee met on December 6, 2011, and voted to recommend a calendar for 2013-2014. Following submittal of the proposed 2013-2014 calendar for review and study at the February 27, 2012 Board of Trustees meeting, an error in the summer session term was discovered. Summer 2014 was originally noted as a twelve-week session but should have been an eleven-week session. The revised Academic Calendar proposed for 2013-2014 has been reviewed and approved by the District Academic Calendar Committee (Exhibit A). The calendar meets Education Code requirements, accounts for holidays mandated by the California Community College Chancellor's Office (Exhibit B), and includes classified staff holidays in compliance with Article 10 of the California School Employees Association (CSEA) contract and Article 9 of the Police Officers Association Master Agreement.

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the proposed Academic Calendar for 2013-2014 (Exhibit A).

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**FALL SEMESTER 2013** 

August 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14		16	17
18	*19	20	21	22	23	24
25	26	27	28	29	30	31

#### September 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	• 2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### October 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	*21	22	23	24	25	26
27	28	29	30	31		
2.1						

#### November 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

#### December 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	: .			

# ACADEMIC CALENDAR 2013-2014

IRVINE VALLEY COLLEGE — SADDLEBACK COLLEGE

	LEGEND
	Classes Not in Session
	Staff Development Days
	Sunday Classes Meet
	Saturday Class Meet
	Instructional Days
	Faculty Contractual Days Class Not in Session
H	Final Examination
•	Holidays for Classified and 12 Month Employees
*	Start of 8-Week Session
†	Saddleback Commencement IVC Commencement

DRAFT

SUMMA	RY		
	Fall	Spring	Total
Instructional Days			
Monday	16	15	31
Tuesday	17	17	34
Wednesday	17	17	34
Thursday	17	17	34
Friday	17	15	32
Saturday	0	1	1
Sub-Total	84	82	166
Staff Development Days	5	4	9
Staff Contractual Days	2	1	3
Total	91	87	178

#### **SUMMER SESSION 2014**

#### **June 2014**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### **July 2014**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

#### August 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9

### **SPRING SEMESTER 2014**

January 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	*21	22	23	24	25
26	27	28	29	30	31	

February 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				- 12		1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17.	18	19	20	21	22
23	24	25	26	27	28	

March 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	*31					

**April 2014** 

	$\neg \neg$					1
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	†23	24
25	26	27	28	29	30	31

# SADDLEBACK COLLEGE • IRVINE VALLEY COLLEGE ACADEMIC CALENDAR 2013-2014

	FALL SEMESTER 2013
	August 12-16 (Monday-Friday) Staff Development Days
	August 19 (Monday) Instruction Begins
*	August 19-October 19 (Monday-Saturday)8-Week Session
•	September 2 (Monday)Labor Day — Holiday
	September 3 (Tuesday)Faculty Contractual Day/Classes Not in Session
*	October 21-December 21 (Monday-Saturday)8-Week Session
•	November 11 (Monday)Veterans Day — Holiday
	November 27 (Wednesday) Faculty Contractual Day/Classes Not in Session
•	November 28-29 (Thursday/Friday)Thanksgiving — Holiday
	December 15-21 (Sunday-Saturday) Final Examinations
	December 22-January 19 (Sunday-Sunday)Classes Not in Session
•	December 23-January 1 (Monday-Wednesday) District/Colleges Closed
	SPRING SEMESTER 2014
•	January 1 (Wednesday)New Year's Day — Holiday
	January 14-17 (Tuesday-Friday) Staff Development Days
•	January 20 (Monday) Martin Luther King, Jr. — Holiday
	January 21 (Tuesday)
*	January 21-March 22 (Tuesday-Saturday)8-Week Session
•	February 14 (Friday)Lincoln's Day — Holiday
•	February 17 (Monday) Presidents' Day — Holiday
	March 23-29 (Sunday-Saturday) Spring Break/Classes Not in Session
	March 28 (Friday)Friday of Spring Break — Holiday
*	March 31-May 22 (Monday-Thursday)8-Week Session
	May 16-May 22 (Friday-Thursday) Final Examinations
	May 23 (Friday)Faculty Contractual Day/Classes Not in Session
+	May 23 (Friday) Irvine Valley College/Saddleback College Commencements
	SUMMER SESSION 2014
•	May 26 (Monday) Memorial Day — Holiday
	May 27-August 8 (Tuesday-Friday)Summer Session
•	July 4 (Thursday)Fourth of July — Holiday

# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

1102 Q STREET SACRAMENTO, CA 95811-6549 (916) 445-8752 http://www.ccco.edu



September 27, 2010

TO:

District Superintendent/President

FROM:

Chris Yatooma, Administrator

State Apportionment Process & System Budget Development

SUBJECT:

Mandated Holidays for Fiscal Years 2010-11, 2011-12, 2012-13, and 2013-14

Synopsis:

A list of the official academic holidays, as specified by Education Code Section 79020, is provided for convenience in establishing your future academic calendars. Included are the mandated holiday dates for fiscal years 2010-11, 2011-12, 2012-13, and 2013-14

based on the current statute (ECS 79020).

#### Fiscal Year 2010-11

July 5, 2010	(Monday)	Independence Day (Observance)
September 6, 2010	(Monday)	Labor Day
November 11 or 12, 2010	(Thursday or Friday)	Veterans Day
November 25, 2010	(Thursday)	Thanksgiving Day
December 24, 2010	(Friday)	Christmas (Observance)
December 31, 2010	(Friday)	New Year's Day (Observance)
January 17, 2011	(Monday)	Dr. Martin Luther King, Jr. Day
February 11 or 18, 2011	(Friday or Friday)	Lincoln Day (Observance)
February 21, 2011	(Monday)	Washington Day
May 30, 2011	(Monday)	Memorial Day

A college MAY close on March 31, known as "Cesar Chavez Day," and the fourth Friday in September, known as "Native American Day," if the governing board of the district agrees to close the college for that purpose. The district shall continue to maintain the minimum required 175 days of instruction.

If the district does not close for "Cesar Chavez Day" or "Native American Day," appropriate observances should be held in commemoration.

(Continued)

Exhibit B Page 2 of 2

#### Fiscal Year 2011-12

July 4, 2011	(Monday)	Independence Day
September 5, 2011	(Monday)	Labor Day
November 11, 2011	(Friday)	Veterans Day
November 24, 2011	(Thursday)	Thanksgiving Day
December 26, 2011	(Monday)	Christmas (Observance)
January 2, 2012	(Monday)	New Year's Day (Observance)
January 16, 2012	(Monday)	Dr. Martin Luther King, Jr. Day
February 10, 13, 14, or 17, 201	2	3,

(Friday, Monday, Tuesday, or Friday) Lincoln Day February 20, 2012 (Monday) Washington Day May 28, 2012 (Monday) Memorial Day

#### Fiscal Year 2012-13

July 4, 2012	(Wednesday)	Independence Day
September 3, 2012	(Monday)	Labor Day
November 12, 2012	(Monday)	Veterans Day (Observance)
November 22, 2012	(Thursday)	Thanksgiving Day
December 25, 2012	(Tuesday)	Christmas
January 1, 2013	(Tuesday)	New Year's Day
January 21, 2013	(Monday)	Dr. Martin Luther King, Jr. Day
February 8, 11, 12, or 15, 20	13	
(Friday, Mono	day, Tuesday, or Friday)	Lincoln Day
February 18, 2013	(Monday)	Washington Day
May 27, 2013	(Monday)	Memorial Day

#### Fiscal Year 2013-14

July 4, 2013	(Thursday)	Independence Day
September 2, 2013	(Monday)	Labor Day
November 11, 2013	(Monday)	Veterans Day
November 28, 2013	(Thursday)	Thanksgiving Day
December 25, 2013	(Wednesday)	Christmas
January 1, 2014	(Wednesday)	New Year's Day
January 20, 2014	(Monday)	Dr. Martin Luther King, Jr. Day
February 7, 10, 12, or 14, 201	4	· ,
(Friday, Monday	, Wednesday, or Friday)	Lincoln Day
February 17, 2014	(Monday)	Washington Day
May 26, 2014	(Monday)	Memorial Day

· Action/Date Requested: Information

For holiday or academic calendar configuration questions, call Elias Regalado, Fiscal Contact:

Services, at (916) 445-1165 or e-mail at eregalad@cccco.edu.

cc: District/College Chief Business Officer **Chief Instructional Officer** Dean of Admissions and Records, Registrar **Chief Information System Officer** Erik Skinner

Elias Regalado

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 3/26/12

ITEM: 5.3

**TO:** Board of Trustees

FROM: Gary L. Poertner, Chancellor

**RE:** Irvine Valley College: Curriculum Revisions for the 2012-13 Academic

Year

**ACTION:** Approval

# **BACKGROUND**

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

# **STATUS**

Irvine Valley College proposes additions, revisions, and deletions to the curriculum of the College. Exhibit A includes new, revised, and deleted courses, and programs that are recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of Irvine Valley College for the 2012-13 academic year pursuant to Title 5, Section 53200 et seq.

## **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the proposed changes in curriculum for the 2012-13 academic year at Irvine Valley College.

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

# IRVINE VALLEY COLLEGE NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

# SCHOOL OF BUSINESS SCIENCE

	ACCOUNTING			ACCOUNTING	
Associate	in Science and Certificate of Achiev	ement	Associate in	Science and Certificate of Ach	ievement
Complete the	following courses:		Complete the fo	llowing courses:	
ACCT 1A	Financial Accounting	4	ACCT 1A	Financial Accounting	4
ACCT 1B	Managerial Accounting	4	ACCT 1B	Managerial Accounting	4
Complete a mi	inimum of four courses from the foll	owing:	Complete a min	imum of four courses from the	following:
ACCT 204	Accounting Applications:		ACCT 204	Accounting Applications:	
	QuickBooks	3.5		QuickBooks	3.5
ACCT 212.	Spreadsheets I	2	ACCT 112.1	Spreadsheets I	1.5
CS 1	Introduction to Computer		CS 1	Introduction to Computer	
	Information Systems	4		Information Systems	3
MGT 1	Introduction to Business	3	MGT 1	Introduction to Business	3
MGT 12A	The Legal Environment of Busines	s 3	MGT 12A	The Legal Environment of Bu	isiness 3
	Total Units:	19-20.5		Total Units:	18.5-20.5
Recommended	Electives: ACCT 114, 212.2; ECO	N 1, 2;	Recommended I	Electives: ACCT 114, <b>112.2</b> ; E	CON 1. 2:
MGT <del>103</del> , 104	1, 120, 125, 268		MGT 104, 120,		, ,

# IRVINE VALLEY COLLEGE NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

### SCHOOL OF BUSINESS SCIENCE

ADMINISTRATIVE ASSISTANT/WORD PROCESSING Associate in Science and Certificate of Achievement				INISTRATIVE ASSISTANT cience and Certificate of Achieve	ment
Complete the fo	ollowing courses:		Complete the follo	owing courses:	
CIM-101A	Document Processing I	2	CIM 201A	Introduction to Computers,	
CIM-101B	Document Processing II	2		Keyboarding and	
CIM <del>107.1</del>	Introduction to Personal Computer	r		Word I	1
	Applications	3.5	<b>CIM 201B</b>	Introduction to Computers,	
CIM-210.1	Word Processing I	2		Keyboarding and	
CIM 210.2	Word Processing II	2		Word II	1
CIM 210.3	Word Processing III-Certification	3.5	<b>CIM 201C</b>	Introduction to Computers,	
MGT <del>103</del>	Business English	3		Keyboarding and	
	Total Units:	18		Word III	1
			CIM 203.1	Introduction to Windows	2
Recommended .	Electives: MGT-104		CIM 107	Introduction to Personal	
				Computer Applications	3
			CIM 112.1	Spreadsheets I	1.5
			CIM 112.2	Spreadsheets II	1.5
			CIM 210.2	Word Processing II	2
			MGT 203	Business English	3
			MGT 104	<b>Business Communication</b>	3
				Total Units:	19

Recommended Electives: CIM 114, 209

# IRVINE VALLEY COLLEGE NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

#### SCHOOL OF BUSINESS SCIENCE ASSOCIATE IN ARTS

#### EMPHASIS IN BUSINESS, COMPUTER INFORMATION AND APPLIED TECHNOLOGY

The intent of this degree is to prepare students for careers and/or higher education in business and computer information, and applied technology, generally, or in specific disciplines within this broad designation.

This degree emphasizes training that will enable students to lead, direct, plan, organize, and respond to a variety of challenges. It stresses problem-solving skills involved in making managerial, financial, and technical decisions based on available data, tools, and resources. Courses in the program study the elements of creative thinking and interpretation used in the process of transmitting information graphically. Students are acquainted with the concepts, theories, and terminology critical to their area of emphasis.

To obtain the Associate in Arts degree with an emphasis in Business, Computer Information and Applied Technology, students will have to:

- 1. Complete
  - A. The CSU General Education Certification pattern, a minimum of 39 units.
  - B. The IGETC Certification pattern, a minimum of 36 units.
  - C. The IVC Associate Degree General Education pattern, a minimum of 31 units
- Complete a minimum of 18 units from the courses listed below, with at least one course taken in each of the course clusters.
- 3. Complete any elective, degree-applicable courses needed to bring the total number of units to 60.
- 4. Maintain a 2.0 overall GPA and a grade of "A," "B,", "C," or "P" in all courses taken in the area of emphasis.
- 5. Satisfy the residency and competency requirements as stated on Page XX.

Students are advised to consult with faculty in the following fields of interest to identify career areas and to consult with a counselor to clarify graduation requirements and/or to determine specific transfer paths. The courses within each concentration described below represent clusters of courses designed to prepare students for common traditional university major areas of study, for certificate programs, or for technical education certificates.

Complete a minimum of 18 units from the following courses, with at least one course taken in each of course clusters identified below. CWE 168 may be taken to fulfill only one of the course cluster requirements.

#### **BUSINESS:**

ACCT 1A, 1B, 114, 204, <del>212.1, 212.2, 215</del> CWE 168 ECON 1, 2, 6, 13, 105 MATH 3A, 3B, 4A, 11, 13, 24, 26, 124, 253 MGT 1, 12A, 102, 103, 104, 115, 120, 125, 135, 2168, 288 PHIL 2 RE 170, 172, 174A, 175, 176A, 178, 190, 195, 279 SP-1 STATISTICS: ECON 10 or MATH 10 or MGT 10 WR 2

#### **COMPUTER INFORMATION:**

CIM 100A, 100B, 101A, 101B, 104.1, 107.1, 203.1, 206.1, 210.2, 210.3, 212.1, 212.2, 214.1, 214.2, 221.1, 222.1, 224.1, 230.1, 230.2, 240.1, 241.1, 242.1, 242.2, 243.1, 243.2, 245.1, 246.1, 260.1, 260.2, 263.1, 263.2, 263.3, 263.4 CS 1, 36, 37, 38, 39, 40A, 40B, 41, 50A, 130, 131

#### **APPLIED TECHNOLOGY:**

Repeatable courses listed below may be used only once toward fulfillment of the 18 unit emphasis requirement.

**CWE 168** 

DMA 51, 52, 55, 65, 140, 150, 160, 170, 175, 180,
DMP 200, 210, 220, 221, 222, 230, 240, 241, 260
DR 50, 100, 101, 102
ENGR 21, 23, 183
ET 101, 102, 104, 105, 107, 109, 116, 120
PHYS 2A or 2A+2B or 4A+4B, 4C, 20

**TOTAL UNITS** 

# IRVINE VALLEY COLLEGE NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

#### SCHOOL OF BUSINESS SCIENCE ASSOCIATE IN ARTS EMPHASIS IN BUSINESS

The intent of this degree is to prepare students for careers and/or higher education in business and computer information, generally, or in specific disciplines within this broad designation.

This degree emphasizes training that will enable students to lead, direct, plan, organize, and respond to a variety of challenges. It stresses problem-solving skills involved in making managerial, financial, and technical decisions based on available data, tools, and resources. Courses in the program study the elements of creative thinking and interpretation used in the process of transmitting information graphically. Students are acquainted with the concepts, theories, and terminology critical to their area of emphasis.

To obtain the Associate in Arts degree with an emphasis in Business and Computer Information students will have to:

- 1. Complete
  - A. The CSU General Education Certification pattern, a minimum of 39 units.
  - B. The IGETC Certification pattern, a minimum of 36 units.
  - C. The IVC Associate Degree General Education pattern, a minimum of 31 units
- 2. Complete a minimum of 18 units from the courses listed below, including a minimum of 12 units selected from at least three of the business science disciplines.
- 3. Complete any elective, degree-applicable courses needed to bring the total number of units to 60.
- 4. Maintain a 2.0 overall GPA and a grade of "A," "B,", "C," or "P" in all courses taken in the area of emphasis.
- 5. Satisfy the residency and competency requirements as stated on Page XX.

Students are advised to consult with faculty in the following fields of interest to identify career areas and to consult with a counselor to clarify graduation requirements and/or to determine specific transfer paths. The courses within each concentration described below represent clusters of courses designed to prepare students for common traditional university major areas of study, for certificate programs, or for technical education certificates.

Complete a minimum of 18 units from the following courses listed below, including a minimum of 12 units selected from at least three of the business science disciplines. Students may only complete up to 3 units of CWE 168 from the related disciplines.

#### **BUSINESS SCIENCE DISCIPLINES:**

ACCT 1A, 1B, 112.1, 112.2, 114, 203, 204, 205, 206, 207, 209, 215

**CIM** 107, 112.1, 112.2, 113, 201A, 201B, 201C, 203.1, 206.1, 208.1, 209, 210.1, 201.2, 212.3, 214.1, 217, 221.1, 221.2, 222.1, 224. 1, 225.1, 230.1, 230.2, 241, 242.1, 242.2, 242.3, 243.1, 243.2, 245.1, 246.1, 249.1, 251.1, 260.1, 260.2, 261.1, 263.1, 263.2, 263.3, 263.4,

ECON 1, 2, 6, 10, 13, 105

MGT 1, 12A, 102, 103, 104, 115, 120, 125, 135, 160, 217, 235, 282, 288

RE 170, 172, 174A, 175, 176A, 190, 195, 279

RELATED DISCIPLINES: Students may count a maximum of 6 units from the courses listed below toward the 18-unit requirement.

COMM 1; CWE 168; PHIL 2; MATH 3A, 10, 11; WR 2

**TOTAL UNITS** 

# IRVINE VALLEY COLLEGE NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

### SCHOOL OF BUSINESS SCIENCE

BUSINESS ADMINSTRATION Associate in Arts			BUSINESS ADMINSTRATION Associate in Arts		
Complete the fo	ollowing courses:		Complete the following courses:		
ACCT 1A	Financial Accounting	4	ACCT 1A	Financial Accounting	4
ACCT 1B	Managerial Accounting	4	ACCT 1B	Managerial Accounting	4
ECON 1	Principles of Economics-Micro	3	ECON 1	Principles of Economics-Micro	3
ECON 2	Principles of Economics-Macro	3	ECON 2	Principles of Economics-Macro	3
Complete at lea	ast two courses from the following:		Complete at least two courses from the following:		
CS 1 Introduction to Computer			CS 1	Introduction to Computer	
	Information Systems	4		Information Systems	3
MGT 12A	The Legal Environment of		MGT 12A	The Legal Environment of	
	Business	3		Business	3
MATH 11	A Brief Course in Calculus	4	MATH 11	A Brief Course in Calculus	4
	Total Units:	<del>21-22</del>		Total Units:	20-21
	Electives: CIM <del>212.1, 212.2</del> ; <del>CS 1</del> ; 02, 125, 135; MATH 10; PHIL 2	CWE		Electives: CIM <b>112.1, 112.2</b> ; MGT TH <b>9,</b> 10; PHIL 2	1, 102,

# IRVINE VALLEY COLLEGE NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

### SCHOOL OF BUSINESS SCIENCE

BUSINESS MANAGEMENT			BUSINESS MANAGEMENT Associate in Science and Certificate of Achievement  Complete the following courses:		
Associate in Science and Certificate of Achievement					
Complete the following courses:					
ACCT 1A	Financial Accounting	4	ACCT 1A	Financial Accounting	4
CIM 107.1 Introduction to Personal Co		mputer CIM 10		Introduction to Personal Computer	
	Applications	3.5		Applications	3
MGT 1	Introduction to Business	3	MGT 1	Introduction to Business	3
MGT 12A	The Legal Environment of		MGT 12A	The Legal Environment of	
	Business	3		Business	3
MGT <del>103</del>	Business English	3	MGT 203	Business English	3
MGT 125	Organizational Behavior	3	MGT 125	Organizational Behavior	3
MGT 135	Introduction to Marketing	3	MGT 135	Introduction to Marketing	3
	Total Units:	<del>22.5</del>		Total Units:	22
	Electives: ACCT 114; CIM <del>100.</del> DN 1, 2; MGT 102, 104, 115, 26	,		Electives: ACCT 114; CIM <b>112.</b> 1 ON 1, 2; MGT 102, 104, 115, <b>217</b>	

# IRVINE VALLEY COLLEGE NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

#### SCHOOL OF BUSINESS SCIENCE

# MICROCOMPUTER APPLICATIONS

Associate in Science and Certificate of Achievement

This program is designed for those wishing to develop expertise in a variety of applications that may be required in a number of business settings.

#### Complete the following courses:

CIM <del>107.1</del>	Introduction to Personal Computer	
	Applications	3.5
CIM 203.1	Introduction to Windows	2
CIM 210.1	Word Processing I	2
CIM <del>212.1</del>	Spreadsheets I	2
CIM <del>214.1</del>	Database I	2
CIM 221.1	Photoshop I	2
CIM 230.1	InDesign I	2

#### Complete a minimum of 6 units from the following courses:

CIM-210.3	Word Processing II	2
CIM <del>212.2</del>	Spreadsheets II	2
CIM 214.2	Database II	2
CIM 230.2	InDesign II	2
CIM 240.1	Introduction to the Internet	2
	Total Units:	21.5

#### **COMPUTER APPLICATIONS**

Association in Science and Certificate of Achievement

This program is designed for those wishing to develop expertise in a variety of applications that may be required in **almost all** business settings.

# CIM 107 Introduction to Pe

CIM 107 Introduction to Personal Computer		
	Applications	3
CIM 203.1	Introduction to Windows	2
CIM 210.1	Word Processing I	2
CIM 112.1	Spreadsheets I	1.5
<b>CIM 114</b>	Database I	1.5
CIM 221.1	Photoshop I	2
DIM 230.1	InDesign I	2

#### Complete a minimum of 4 units from the following courses:

CIM 210.2	Word Processing II	2
CIM 112.2	Spreadsheets II	1.5
CIM 214.2	Database II	1.5
CIM 230.2	InDesign II	2
	Total Units:	18

#### SCHOOL OF BUSINESS SCIENCE

DESKTOP PUBLISHING Associate in Science and Certificate of Achievement		evement	DESKTOP PUBLISHING Associate in Science and Certificate of Achievement		
Complete the	following courses:		Complete the	following courses:	
CIM 225.1	Creative Suite	3.5	CIM 225.1	Creative Suite	3.5
CIM 230.1	InDesign I	2	CIM 230.1	InDesign I	2
CIM 230.2	InDesign II	2	CIM 230.2	InDesign II	2
<b>DMA 55</b>	Graphic Design I	3	DMA 55	Graphic Design I	3
DMA 65	Typography	3	DMA 65	Typography	3
DMA 160	Graphic Design II	3	DMA 160	Graphic Design II	3
DMA 170	Publication Design and Digital		DMA 170	Publication Design and Digital	
	Prepress	3		Prepress	3
MGT <del>103</del>	Business English	3	MGT 203	Business English	3
	Total Units:	22.5		Total Units:	22.5
Recommended	l electives: CIM <del>107.1</del> , 210.1, 210	.2; DMA	Recommended	d electives: CIM <b>107</b> , 210.1, 210.2	: DMA 175

175

DIGITAL MEDIA TECHNOLOGIES		DIGITAL MEDIA TECHNOLOGIES		
Associate in Science and Certificate of Acl	nievement	Associate in Science and Certificate of Achiev	/ement	
Complete the following courses:		Complete the following courses:		
CIM 221.1 Photoshop I	2	CIM 221.1 Photoshop I	2	
CIM 221.2 Photoshop II	2	CIM 221.2 Photoshop II	2	
CIM 222.1 Illustrator I	2	CIM 222.1 Illustrator I	2	
CIM 224.1 After Effects I	3.5	CIM 224.1 After Effects I	3.5	
CIM 242.1 Flash I	3.5	CIM 242.1 Flash I	3.5	
CIM 243.1 Dreamweaver I	2	CIM 243.1 Dreamweaver I	1.5	
CIM 243.2 Dreamweaver II	2	CIM 243.2 Dreamweaver II	1.5	
DMA 55 Graphic Design I	3	DMA 55 Graphic Design I	3	
DMA 140 Digital 2D Design and Color		DMA 140 Digital 2D Design and Color		
Theory	2	Theory	2	
Complete 4 units from the following courses:		Complete 4 units from the following courses:		
CIM 230.1 InDesign I	2	CIM 230.1 InDesign I	2	
CIM 230.2 InDesign II	2	CIM 230.2 InDesign II	2	
CIM 245.1 Digital Sound and Video	3.5	CIM 245.1 Digital Sound and Video	3.5	
Total Units:	<del>27</del>	Total Units:	26	

LOCAL AREA NETWORKS: CISCO Associate in Science and Certificate of Achiever		ement		CAL AREA NETWORKS: CISCO in Science and Certificate of Achiev	ement
Complete the	following courses:		Complete the	following courses:	
CIM 104.1	DOS for Technical Support		CIM 206.1	A+ Hardware Concepts	3.5
	<b>Professionals</b>	2.5	CIM 260.1	Networking I	2
CIM 206.1	A+ Hardware Concepts	3.5	CIM 260.2	Networking II	3.5
CIM 260.1	Networking I	2	CIM 263.1	Internetworking Technologies I	3.5
CIM 260.2	Networking II	3.5	CIM 263.2	Internetworking Technologies II	3.5
CIM 263.1	Internetworking Technologies I	3.5	CIM 263.3	Internetworking Technologies III	3.5
CIM 263.2	Internetworking Technologies II	3.5	CIM 263.4	Internetworking Technologies IV	3.5
CIM 263.3	Internetworking Technologies III	3.5			
CIM 263.4	Internetworking Technologies IV	3.5		Total Units:	23
	Total Units:	<del>25.5</del>			

MANUFACTURING ASSISTANT Associate in Science and Certificate of Achiev		vement	MANUFACTURING ASSISTANT Associate in Science and Certificate of Achievement		
			1 12 3 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		CITICITE
Complete the fo	llowing courses:		Complete the fol	llowing courses:	
CWE 168	Cooperative Work Experience	2-4	CWE 168	Cooperative Work Experience	2-4
MGT 102	Public Speaking for Business	3	MGT 102	Public Speaking for Business	3
MGT <del>103</del>	Business English	3	MGT 203	Business English	3
MGT 125	Organizational Behavior	3	MGT 125	Organizational Behavior	3
MATH 10	Introduction to Statistics	3	MATH 10	Introduction to Statistics	3
Complete two	f the following courses:		Complete <b>six un</b>	uits from the following courses:	
CIM <del>107.1</del>	Introduction to Personal Compu	ter	ACCT 112.1	Spreadsheets I	1.5
	Applications	3.5	ACCT 112.2	Spreadsheets II	1.5
CIM <del>212.1</del>	Spreadsheets I	2	COMM 1	Communication Fundamentals	3
CIM <del>212.2</del>	Spreadsheets II	2		Total Units:	20-22
<del>SP</del> 1	Communication Fundamentals	3			
	Total Units:	18-22.5			

REAL ESTATE			REAL ESTATE			
Associate in Science and Certificate of Achieven		ement	Associate in Science and Certificate of Achievement			
Complete the	following courses:		Complete the	following courses:		
MGT-12A	The Legal Environment of Business	3	RE 172	Real Estate Practice	3	
RE 170	Real Estate Principles	3	RE 174A	Legal Aspects of Real Estate I	3	
RE 172	Real Estate Practice	3	RE 175	Real Estate Finance	3	
RE 174A	Legal Aspects of Real Estate I	3	RE 176A	real Estate Appraisal I	3	
RE 175	Real Estate Finance	3				
RE 176A	real Estate Appraisal I	3	Complete one	of the following courses:		
			ACCT 1A	Financial Accounting	4	
Complete one of the following courses:			ACCT 215	General Accounting	3	
ACCT 1A	Financial Accounting	4	ECON 1	Principles of Economics-Micro	3	
ACCT 215	General Accounting	3				
ECON 1	Principles of Economics-Micro	3	Complete thre	e of the following courses:		
RE 178	Real Estate Economics	3	RE 170	Real Estate Principles	3	
			RE 190	Escrow I	3	
Complete <del>one</del>	of the following courses:		RE 195	Property Management	3	
RE 190	Escrow I	3	MGT 12A	The Legal Environment of Busin	ness 3	
RE 195	Property Management	3		Total Units:	24-25	
	Total Units:	24-25				
			Recommended	d electives: CIM <b>107, 217</b> , CWE 16	8; MGT 1,	
	d electives: <del>ACCT 1B; CIM 107.1,</del> C T 1, <del>104, 120, 125,</del> 135	WE 168;	135	, ,		

	RETAIL MANAGEMENT			RETAIL MANAGEMENT	
	Certificate of Achievement			Certificate of Achievement	
GROUP A-Four	ndation Courses		GROUP A-Four	idation Courses	
ACCT 114	Business Mathematics	3	ACCT 114	Business Mathematics	3
CIM <del>107.1</del>	Introduction to Personal Comput	er	CIM 107	Introduction to Personal Computer	r
	Applications	3.5		Applications	3
MGT 104	<b>Business Communication</b>	3	MGT 104	Business Communication	3
<del>SP</del> 1	Communication Fundamentals Or	3	COMM 1	Communication Fundamentals Or	3
MGT 102	Public Speaking for Business	3	MGT 102	Public Speaking for Business	3
GROUP B-Inter	mediate Courses		GROUP B-Inter	mediate Courses	
ACCT 215	General Accounting	3	ACCT 215	General Accounting	3
MGT 120	Principles of Business		MGT 120	Principles of Business	
	Management	3		Management	3
MGT 135	Introduction to Marketing	3	MGT 135	Introduction to Marketing	3
GROUP C-Adva	anced Courses		GROUP C-Adva	unced Courses	
MGT 125	Organizational Behavior	3	MGT 125	Organizational Behavior	3
MGT 282	Retail Management	3	MGT 282	Retail Management	3
MGT 288	Human Resource Management	3	MGT 288	Human Resource Management	3
	Total Units Required	<del>30.5</del>		Total Units Required	30

#### SCHOOL OF BUSINESS SCIENCE

Associate in Science and Certificate of Achievement
Complete a minimum of 18 units from the following
courses:

**SUPERVISION** 

1			
	CIM 210.1	Word Processing I	2
	CIM <del>212.1</del>	Spreadsheets I	2
	MGT 1	Introduction to Business	3
	MGT <del>103</del>	Business English	3
	MGT 104	<b>Business Communication</b>	3
	MGT 115	Managing a Culturally Diverse	
		Work Group	3
	MGT 125	Organizational Behavior	3
	MGT-288	Human Resource Management	3
	<del>SP</del> 1	Communication Fundamentals	3
		Or	
	MGT 102	Public Speaking for Business	3
		Total Units:	18

Recommended Electives: ACCT 1A, 114, 215; CIM <del>100A, 212.2, 214.1</del>; CWE 168; ECON 1; MGT 12A

#### SUPERVISION

Associate in Science and Certificate of Achievement

Complete a minimum of 18 units from the following courses:

CIM 112.1	Spreadsheets I	1.5
<b>CIM 201A</b>	Introduction to Computers,	
	Keyboarding, and Word I	1
MGT 1	Introduction to Business	3
MGT <del>103</del>	Business English	3
MGT 104	<b>Business Communication</b>	3
MGT 125	Organizational Behavior	3
MGT 217	Social Media Marketing	3
MGT 268	Introduction to International	
	Business	3
COMM 1	Communication Fundamentals	3
	Or	
MGT 102	Public Speaking for Business	3
	Total Units:	18

Recommended Electives: ACCT 1A, 114, 215; CIM 112.2, 114; CWE 168; ECON 1; MGT 12A

WEB AUTHORING			WEB AUTHORING			
Associate in Science and Certificate of Achiever		nent	Associate	in Science and Certificate of Achiever	nent	
Complete the	following courses:		Complete the	following courses:		
CIM 225.1	Creative Suite	3.5	CIM 225.1	Creative Suite	3.5	
CIM 241.1	Creating a Web Page I Using		CIM 241.1	Creating a Web Page I Using		
	XHTML	2		XHTML	2	
CIM 243.1	Dreamweaver I	2	CIM 243.1	Dreamweaver I	1.5	
CIM 243.2	Dreamweaver I	2	CIM 243.2	Dreamweaver I	1.5	
CIM 249.1	Cascading Style Sheets	3.5	CIM 249.1	Cascading Style Sheets	3.5	
DMA 55	Graphic Design I	3	DMA 55	Graphic Design I	3	
DMA 140	Digital 2D Design and Color Theory	3	DMA 140	Digital 2D Design and Color Theory	3	
DMA 180	Visual Design for the Web	3		Visual Design for the Web	3	
	Total Units:	22		Total Units:	21	
Recommended	l electives: CIM 242.1, 250.1, 251.1; (	CS 38	Recommende	d electives: CIM 242.1, 250.1, 251.1; (	CS 38	

COM	MPUTERIZED ACCOUNTING Certificate of Proficiency		COMPUTERIZED ACCOUNTING Certificate of Proficiency	
Complete the fo	llowing courses:		Complete the following courses:	
ACCT 204	Accounting Applications:		ACCT 204 Accounting Applications:	
	QuickBooks	3.5		.5
ACCT 212.1	Spreadsheets I	2		.5
ACCT 212.2	Spreadsheets II	2		.5
11001 212.2	Total Units:	<del>7.5</del>	-	.5
<b>17</b> 1	DIANGLA AGGOVINTING			
F	NANCIAL ACCOUNTING		FINANCIAL ACCOUNTING	
	Certificate of Proficiency		Certificate of Proficiency	
Complete the fol	llowing courses:		Complete the following courses:	
ACCT 1A	Financial Accounting	4	ACCT 1A Financial Accounting	4
ACCT 212.1	Spreadsheets I	2	ACCT 112.1 Spreadsheets I 1	.5
ACCT 212.2	Spreadsheets II	2	ACCT 112.2 Spreadsheets II 1	.5
	Total Units	8	Total Units	7
FINANCL	AL/MANAGERIAL ACCOUNTIN  Certificate of Proficiency	ſG	FINANCIAL/MANAGERIAL ACCOUNTING Certificate of Proficiency	
Complete the fol	lowing courses:		Complete the following courses:	
	inancial Accounting	4		4
	fanagerial Accounting	4		4
	Spreadsheets I	2		.5
	Spreadsheets II	2	•	.5
	Total Units	12	•	1
	PAYROLL		PAYROLL	
	Certificate of Proficiency		Certificate of Proficiency	
Complete the fol	lowing courses:		Complete the following courses:	
ACCT 1A	Financial Accounting	4	ACCT 1A Financial Accounting	4
ACCT 205	Payroll Accounting and Taxation	3	ACCT 205 Payroll Accounting and Taxation	3
ACCT 212.1	Spreadsheets I	2	ACCT 112.1 Spreadsheets I 1	.5
ACCT 212.2	Spreadsheets II	2	ACCT 112.2 Spreadsheets II 1	.5
	Total Units	++	Total Units	10

#### SCHOOL OF BUSINESS SCIENCE

# REAL ESTATE SALES Certificate of Proficiency

Complete the	following courses:				
RE 170	Real Estate Principles	3			
RE 172	Real Estate Practice	3			
RE 250	Real Estate Salesperson's Licer	ise			
	Preparation	1			
	•				
Select one con	irse from the following:				
RE 174A	Legal Aspects of Real Estate I	3			
RE 175	Real Estate Finance	3			
RE 176A	Real Estate Appraisal I	3			
RE 190	Escrow I	3			
RE 195	Property Management I	3			
RE 279	Computer Applications for				
	Real Estate	3			
	Total Units:	10			
	SPREADSHEETS			SPREADSHEETS	
	Certificate of Proficiency			Certificate of Proficiency	
Complete the	following courses:		Complete the fo	ollowing courses:	
ACCT-114	_	3	CIM 112.1	Spreadsheets I	1.5
CIM <del>212.1</del>	Spreadsheets I	2	CIM 112.2	Spreadsheets II	1.5
CIM <del>212.2</del>	-	2	CIM 212.3	Spreadsheets III-Certification	3
CIM 212.3	Spreadsheets III-Certification	3.5		- F	
	•		Complete a mir	nimum of 3 units from the followin	g courses:
Complete a m	inimum of 6 units from the followin	g courses:	ACCT 1A	Financial Accounting	4
ACCT 1A		4	ACCT 114	Business Mathematics	3
ACCT 204	Accounting Applications:		ACCT 204	Accounting Applications:	-
	QuickBooks	3		QuickBooks	3
ACCT 215	General Accounting	3	ACCT 215	General Accounting	3
	Total Units:	<del>16.5</del>		Total Units:	9-10
	WEB PAGE AUTHORING			WEB PAGE AUTHORING	
	Certificate of Proficiency			Certificate of Proficiency	
	•			· · · · · · · · · · · · · · · · · · ·	
	following courses:		-	ollowing courses:	
	Creative Suite	3.5		Creative Suite	3.5
CIM 241.1	Creating a Web Page I Using		CIM 241.1	Creating a Web Page I Using	
	XHTML	2		XHTML	1.5
	Dreamweaver I	2		Dreamweaver I	1.5
	Dreamweaver I	2		Dreamweaver I	1.5
DMA 180	Visual Design for the Web	3	DMA 180	Visual Design for the Web	3
	Total Units:	12.5		Total Units:	11

### SCHOOL OF FINE ARTS

	COMMERCIAL DANCE			COMMERCIAL DANCE	
	Certificate of Achievement			Certificate of Achievement	
Complete the fo	ollowing courses (8 units):		Complete the fo	ollowing courses (8 units):	
DNCE 18	Jazz Dance II	2	DNCE 18	Jazz Dance II	2
DNCE 23	Tap Dance II	1	DNCE 23	Tap Dance II	1
DNCE 50	Conditioning: Stretch/Strengthen		DNCE 50	Conditioning: Stretch/Strengthen	
	Align and Correct	2		Align and Correct	2
DNCE 55	Choreography I	3	DNCE 55	Choreography I	3
Complete a min	nimum of 5 units from the following	courses:	Complete the f	ollowing dance science courses (5 u	nits):
DNCE 51	Pilates	2	DNCE 51	Pilates	2
<b>DNCE 142</b>	Dance Movement Technique and		<b>DNCE 142</b>	Dance Movement Technique and	
	And Analysis: Floor Barre	2		And Analysis: Floor Barre	2
DNCE 253	GYROKINESIS	1	DNCE 253	GYROKINESIS	1
Complete a min	simum of 4 units from the following	courses:	Complete the f	ollowing technique courses (4 units)	) <i>:</i>
DNCE 27	Hip Hop/Commercial Dance	1	DNCE 27	Hip Hop/Commercial Dance	1
DNCE 36	Ballroom Styles of the 19th and		DNCE 36	Ballroom Styles of the 19th and	
	20 <sup>th</sup> Century	1		20 <sup>th</sup> Century	1
Complete a min	nimum of 2 units from the following	courses:	Complete a mir	nimum of 2 units from the following c	ourses:
DNCE 30	African Dance I	1	DNCE 30	African Dance I	1
DNCE 33	Middle Eastern Dance I	1	DNCE 33	Middle Eastern Dance I	1
DNCE 34	Middle Eastern Dance II	1	DNCE 34	Middle Eastern Dance II	1
Complete 3-4-u	nits with a maximum of 1 unit in Da	ance 65:	Complete <b>a mi</b> i	nimum of 2 units with a maximum of	l unit
DNCE 65	Dance Rehearsal and Performanc	e .5-2	in Dance 65:		
<b>DNCE 170</b>	IVC Performing Dance Ensemble	2	DNCE 65	Dance Rehearsal and Performance	.5-2
			<b>DNCE 170</b>	IVC Performing Dance Ensemble	2
Complete a min	imum of 2–3 units from the followin	ıg			
courses:			Complete a mir	nimum of 2 units from the following c	ourses:
MUS 80	Voice I	2	MUS 80	Voice I	2
<b>MUS 81</b>	Voice II	2	MUS 81	Voice II	2
<b>MUS 82</b>	Voice III	2	MUS 82	Voice III	2
TA 1	Acting	3	TA 1	Acting	3
	Total Units:	25-27		Total Units:	24

#### SCHOOL OF FINE ARTS

#### **DANCE** DANCE Associate in Arts Associate in Arts Complete the following courses (15 units) Complete the following courses (11 units) DNCE 50 Conditioning: Stretch/Strengthen, DNCE 50 Conditioning: Stretch/Strengthen, Align and Correct 2 Align and Correct 2 DNCE 55 Choreography I 3 DNCE 55 Choreography I 3 DNCE 65 Dance Rehearsal and Performance 4 **DNCE 77** Dance History: Twentieth Century 3 **DNCE 77** Dance History: Twentieth Century DNCE 85 Music for Dance DNCE 85 Music for Dance 3 Complete a minimum of 4 units total with at least 2 units in Complete a minimum of 6 units total with at least 4 units in Dance 7 Dance 7 **DNCE 6** Ballet I 2 DNCE 6 Ballet I 2 DNCE 7 Ballet II 2 DNCE 7 Ballet II 2 Complete a minimum of 4 units total with at least 2 units in Complete a minimum of 6 units total with at least 4 units in Dance 13 DNCE 12 Dance 13 Modern Dance I 2 DNCE 12 Modern Dance I 2 DNCE 13 Modern Dance II 2 2 DNCE 13 Modern Dance II Complete a minimum of 2 units from the following: Complete a minimum of 4 units total with at least 2 units in DNCE 17 Jazz Dance I 2 Dance 18 **DNCE 18** Jazz Dance II 2 DNCE 17 Jazz Dance I 2 Complete a minimum of 1 unit from the following dance DNCE 18 Jazz Dance II 2 technique courses Complete a minimum of 1 unit from the following dance DNCE 22 Tap Dance I 1 technique courses DNCE 23 Tap Dance II 1 DNCE 22 Tap Dance I 1 DNCE 36 Ballroom Styles of the 19th and 20th DNCE 23 Tap Dance II 1 Century Ballroom Styles of the 19th and 20th DNCE 36 Century Complete a minimum of 1 unit from the following dance technique courses Complete a minimum of 1 unit from the following dance DNCE 27 Hip Hop/Commercial Dance 1 technique courses DNCE 30 African Dance I 1 Hip Hop/Commercial Dance DNCE 27 1 DNCE 33 Middle Eastern Dance I 1 DNCE 30 African Dance I 1 DNCE 34 Middle Eastern Dance II DNCE 33 Middle Eastern Dance I 1 DNCE 34 Middle Eastern Dance II 1 Complete a minimum of 2 units from the following dance technique courses Complete a minimum of 4 unit from the following dance DNCE 142 Floor Barre 2 technique courses **DNCE 253 GYROKINESIS** 1 DNCE 142 Floor Barre **DNCE 253 GYROKINESIS** 1 Complete at least 2 units from the following courses DNCE 65 Dance Rehearsal and Performance 2 **Total Units** 34 **DNCE 170 IVC Performing Dance Ensemble 2**

**Total Units** 

### SCHOOL OF FINE ARTS

	FINE ARTS			FINE ARTS	
	Associate in Arts			Associate in Arts	
Complete the	following courses:		Complete the	following courses:	
ARTH 4	Introduction to Art Theory	3	ARTH 4	Introduction to Art Theory	3
FA 27	Introduction to Fine Arts	3	TA 27	Introduction to Fine Arts in Theat	re 3
Complete at l	least one of the following:		Complete at l	least one of the following:	
MUS 1	The Basics of Music	3	MUS 1	The Basics of Music	3
MUS 3	Harmony I	5	MUS 3	Harmony I	5
MUS 20	Music Appreciation	3	MUS 20	Music Appreciation	3
Complete at l	east one of the following:		Complete at l	least one of the following:	
TA 20	Theatre Appreciation: Classical		TA 20	Theatre Appreciation: Classical	
	Overview	3		Overview	3
TA 21	Theatre Appreciation: Contemporar	y 3	TA 21	Theatre Appreciation: Contemporary	y 3
Complete at l	east one of the following:		Complete at l	least one of the following:	
PHOT 1	History of Photography	3	PHOT 1	History of Photography	3
	Or			Or	
ANTH 1	History of Photography	3	ANTH 1	History of Photography	3
PHOT 54	Beginning Photography	3	PHOT 54	Beginning Photography	3
Complete at l	east one of the following:		Complete at l	least one of the following:	
<del>SP</del> 30	Introduction to Oral Interpretation	3	COMM 30	Introduction to Oral Interpretation	3
<del>SP</del> 100	Group Dynamics and Leadership	3	COMM 10	O Group Dynamics and Leadership	3
	Total Units:	18-20		Total Units:	18-20
Recommende	d electives may be selected from amo	ng the	Recommende	d electives may be selected from amor	ig the
transfer-level	courses in the following programs: A	Art, Art		courses in the following programs: A	_
History, Musi	ic, Speech, Photography, and Theatre	Arts		ic, Speech, Photography, and Theatre	

#### SCHOOL OF MATH, COMPUTER SCIENCE, AND ENGINEERING

#### **DRAFTING**

Associate of Science and Certificate of Achievement

The program is designed to prepare students for employment within the broad spectrum of the drafting and design field. Various options are available to meet both short- and long-range educational goals. Students may select the technically specific certificate program or the broad-based Associate in Science degree in drafting technology. By completing the associate degree, the student ensures a high level of competency within the technology as well as developing a strong, broad-based foundation in preparation for future upgrade. Individual and sequenced courses are designed for those who are currently employed and wish to upgrade or specialize in a specific subject area.

#### Complete the following courses:

DR 50	Introduction to Computer-Aided	
	Drafting	3
<del>DR 100</del>	Fundamentals of Drafting and Design	3
DR 101	Engineering Drawing and Design	3
ENGR 21	Introduction to Engineering and	
	Technology	1
ENGR 23	Engineering Graphics and Descriptive	
	Geometry	3
ENGR 83	Computer-Aided Design Techniques	3
<b>MATH 124</b>	Trigonometry	3
<b>MATH 253</b>	Intermediate Algebra	5
	Total Units	24

#### **COMPUTER AIDED DESIGN**

Associate of Science and Certificate of Achievement

Computer aided design (CAD) is not only a broad based discipline, but a rapidly growing segment of the technical job market. Students who wish to transfer to a university engineering program or build a career in computer modeling should see enrollment in one or more CAD courses. The complete computer aided design certificate introduces students to mechanical, civil, electrical and architectural modeling techniques which conform to U.S. and international industry standards. In addition to gaining intermediate and advanced knowledge of common CAD software platforms, students receive instruction on modern manufacturing methods, materials of construction, and inspection procedures. Using traditional as well as three dimensional computer-based graphic modeling applications, laboratory assignments are designed to develop the skills that are required to produce, revise, test, animate, and interpret typical parts or assemblies. Working professionals or students who have previous CAD experience may choose to enroll in industry specific advanced courses or complete a certificate of proficiency to better meet their short and long term needs. By completing any one of the available certificates, students ensure a high level of competency within the technology while developing a strong foundation for their professional advancement.

#### Complete the following courses:

DR 50	Introduction to Computer-Aided Drafting	3
DR 101	Engineering Drawing and Design	3
DR 203	Introduction to Architectural Drafting	3
ENGR 21	Introduction to Engineering and	
	Technology	1
ENGR 23	Engineering Graphics and Descriptive	
	Geometry	3
ENGR 54	Principles of Materials Science and	
	Engineering	3
ENGR 83	Computer-Aided Design Techniques	3
<b>MATH 124</b>	Trigonometry	3
	Total Units:	22

#### SCHOOL OF MATH, COMPUTER SCIENCE, AND ENGINEERING

#### CIVIL COMPUTER AIDED DESIGN Certificate of Proficiency

Computer aided design (CAD) is not only a broad based discipline, but a rapidly growing segment of the technical job market. Students who wish to transfer to a university engineering program or build a career in computer modeling should see enrollment in one or more CAD courses. The civil computer aided design certificate of proficiency is designed to give students a basic understanding of the terminology, methods, and analytical techniques which are required to accurately model the terrain, civil structures, and site plans used in land development. Working professionals or students who have previous CAD experience may choose to enroll in industry specific advanced courses or complete a certificate of proficiency to better meet their short and long term needs. By completing any one of the available certificates, students ensure a high level of competency within the technology while developing a strong foundation for their professional advancement.

#### Complete the following courses:

ENGR 21	Introduction to Engineering and	
	Technology	1
ENGR 23	Engineering Graphics and	
	Descriptive Geometry	3
GEOG 1	Physical Geography	3
GEOG 1L	Physical Geography Laboratory	1
<b>MATH 124</b>	Trigonometry	3
	Total Units:	11

## MECHANICAL COMPUTER AIDED DESIGN Certificate of Proficiency

Computer aided design (CAD) is not only a broad based discipline, but a rapidly growing segment of the technical job market. Students who wish to transfer to a university engineering program or build a career in computer modeling should see enrollment in one or more CAD courses. The mechanical computer aided design certificate of proficiency is designed to give students a basic understanding of the terminology, methods, and analytical techniques which are used in the design and manufacture of mechanical parts and assemblies. Working professionals or students who have previous CAD experience may choose to enroll in industry specific advanced courses or complete a certificate of proficiency to better meet their short and long term needs. By completing any one of the available certificates, students ensure a high level of competency within the technology while developing a strong foundation for their professional advancement.

#### Complete the following courses:

DR 50	Introduction to Computer-Aided Drafting	3
DR 101	Engineering Drawing and Design	3
ENGR 21	Introduction to Engineering and Technology	1
ENGR 54	Principles of Materials Science and Engineering	3
ENGR 83	Computer-Aided Design Techniques	3
MATH 124	Trigonometry	3
	Total Units:	16

#### SCHOOL OF PHYSICAL SCIENCES

# ELECTRICIAN TRAINEE Certificate of Proficiency

This program is designed to enable the student to obtain the necessary entry level skills to become a skilled and more employable worker in the electrical field.

#### Complete the following courses:

ET 102	Basic Electric Circuits I					
ET 104	Basic Electric Circuits II	4				
<b>ELEC 201</b>	Residential Wiring	4				
<b>ELEC 203</b>	Commercial and Industrial Wiring	4				
ELEC 200A	AOSHA 10	1				
Total Units:						

#### SCHOOL OF SOCIAL SCIENCES

	GEOGRAPHY			GEOGRAPHY	
	Associate in Arts			Associate in Arts	
Complete the	following courses:		Complete the	following courses:	
GEOG 1	Physical Geography	3	GEOG 1	Physical Geography	3
GEOG 1L	Physical Geography Laboratory	1	GEOG 1L	Physical Geography Laboratory	1
GEOG 2	Cultural Geography	3	GEOG 2	Cultural Geography	3
GEOG 3	World Regional Geography	3	GEOG 3	World Regional Geography	3
GEOG 20	Global Environmental Problems	3	GEOG 20	Global Environmental Problems	3
GEOG 38	California Geography	3	GEOG 38	California Geography	3
Complete one	of the following courses:		Complete one	of the following courses:	
ANTH 3	Culture and Language	3	GEOG 10	Introduction to Weather and Cli	mate3
BIO 30	California Wildlife and Wild Places	3	GEOG 110	Introduction to Geographic Info	rmation
ECON 13	Global Economics	3		Systems	3
ENV-6	<b>Environmental and Resource Econor</b>	<del>mics</del>	GEOG 102	Geography Field Studies: Western	United
3				States	2
GEOG 102	Geography Field Studies: Western U	Inited			
	States	2		Total Units:	18-19
HUM 27	World Religions	3			
PS 14	International Relations	3	Recommende	d electives: MATH 10, WR 1	
	Total Units:	18-19			

Recommended electives: MATH 10, WR 1

	А	В	С	D	Е
1					assign: Assignments
					c/l w/+: cross-listed with (and list the
2					other crs id)
3					ce: contract education
4					co: corequisite
5					crsd: course id
6					dc: delete course
7					dv: delete version of course
8					hrs: hours
9					lim: limitation
10					lrng obj: learning objectives
11					moe: methods of evaluation
12					nc: new course
<del></del>					
13					nv: new version of an existing course
14					prereq: prerequisite
15					rec: recommended preparation
16					rpt: repeatability
17					sam: SAM code
					sr: scheduled review with no
18					significant revisions
19					ti: title
20					top: TOP code
21					tps: topics
22					txt: textbook
23					un: units
24					val: validation
25	SCHOOL	CRS ID	CATID	TITLE	ACTION TAKEN
<del></del>	Business	01.0 12	CHILD		
26	Sciences	ACCT 112.1	145 00	Spreadsheets I	nc
	Business	11001 112.1	113.00	Spread.iotti	
27	Sciences	ACCT 212.1	145.05	Spreadsheets I	dc
<del></del>	Business	11001211	7.0.00		
28	Sciences	ACCT 112.2	150.00	Spreadsheets II	nc
-	Business		100.00	op. cudo.ico.	
29	Sciences	ACCT 212.2	150 10	Spreadsheets II	dc
	Business	11001 212.2	100.10	Spreadiletti II	
30	Sciences	ACCT 212.3	9102.15	Spreadsheets III-Certification	nc
<u> </u>	Business		2.02.13	-F-22222	
31	Sciences	ACCT 212.3	9102.00	Spreadsheets III-Certification	dc
<u> </u>		212.5	7.02.00	-F	
	Business			Intro to Computers, Keyboarding	
32	Sciences	CIM 100	9716.00	and Document Processing	de
٣	Business	J.1.1 100	7,10.00	Computer Keyboarding and	
32	Sciences	CIM 100A	1795.05	Document Processing I	dc
"	Business	CIIVI IOUA	1773.03	Computer Keyboarding and	
2/	Sciences	CIM 100B	1800 10	Document Processing II	de
<b>├</b> ──	Business	CHVI TOOD	1000.10	Document 1 100033111g 11	
25	Sciences	CIM 101A	1805 10	Document Processing I	dc
<u> </u>	SCIENCES	CIIVI IUIA	1603.10	Document Frocessing 1	uc

	Α	В	С		E
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<del>  -</del>				KEY CODE	assign: Assignments
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23					un: units
24					val: validation
25	SCHOOL	CRS ID	CATID	TITLE	ACTION TAKEN
	Business				
36	Sciences	CIM 101B	1810.10	Document Processing II	dc
	Business			DOS for Technical Support	
37	Sciences	CIM 104.1	1830.05	Professionals	dc
<del></del>	Business		. 0.0 0.0 0	Introduction to Personal Computer	
38	Sciences	CIM 107	1860 00	Applications	nc
	Business		1000.00	1 applications	110
39	Sciences	CIM 112.1	145.40	Spreadsheets I	nc
39	Business	CHVI 112.1	143.40	opredusiteets 1	
40	Sciences	CIM 212.1	145.20	Spreadsheets I	dc
40		CIIVI 212.1	145.20	Spreausneets I	
141	Business	CIM 112.2	150.45	Sprag dahaata II	na
41	Sciences	CIM 112.2	150.45	Spreadsheets II	nc
4.	Business	CD (C1CC	1.50 10	G Islanda W	١,,
42	Sciences	CIM 212.2	150.40	Spreadsheets II	dc
	Business	an cours			
43	Sciences	CIM 212.3	9102.20	Spreadsheets III - Certification	nc
	Business				
44	Sciences	CIM 212.3	9102.10	Spreadsheets III - Certification	dc
	Business				
45	Sciences	CIM 114	1850.35	Database I	nc
	Business				
	Sciences	CIM 214.1		Database I	dc

	Α	В	С	D	E
1					assign: Assignments
<del>                                     </del>				KETCODE	c/l w/+: cross-listed with (and list the
2					other crs id)
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			ļ		dv: delete version of course
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19					ti: title
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21					tps: topics
22					txt: textbook
23					un: units
24					val: validation
25	SCHOOL	CRS ID	CATID	TITLE	ACTION TAKEN
23	Business	CRS ID	CATID	TITLE	ACTIONTAKEN
47	Sciences	CIM 214.2	1951 20	Database II	200
4/	Business	CIIVI 214.2	1651.20	Database II	nc
40	Sciences	CD 4 21 4 2	1051.00	Detahasa II	1-
40		CIM 214.2	1851.00	Database II	dc
40	Business	CD 4 201 4	1.4050.00	Introduction to Computers,	
49	Sciences	CIM 201A	14250.00	Keyboarding and Word I	nc
	Business	CD ( 2215	14051.01	Introduction to Computers,	
50	Sciences	CIM 201B	14251.00	Keyboarding and Word II	nc
	Business	an costs		Introduction to Computers,	
51	Sciences	CIM 201C	14301.00	Keyboarding and Word III	nc
	Business				
52	Sciences	CIM 217	14291.10	Social Media Marketing	nc
	Business				
53	Sciences	CIM 231	11115.00	PDF Publishing	dc
	Business			Creating a Web Page Using	
54	Sciences	CIM 241	9614.10	XHTML	nc
	Business			Creating a Web Page I Using	
55	Sciences	CIM 241.1	9614.00	XHTML	dc
	Business				
		CTD ( 0.40.1	1000505	D	no
56	Sciences	CIM 243.1	10395.05	Dreamweaver	nc
56	Sciences Business	CIM 243.1	10395.05	Dreamweaver	IIIC .

	A	В	С	Culum Changes for 2012/13	
1	<u> </u>	В		D	E
1			-	KEY CODE	assign: Assignments
2					c/l w/+: cross-listed with (and list the other crs id)
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19					ti: title
20					top: TOP code
21					tps: topics
22			-		txt: textbook
23					un: units
24	COVICOV				val: validation
25	SCHOOL	CRS ID	CATID	TITLE	ACTION TAKEN
	Business	CTV C O AO O	1200605	5	
58	Sciences	CIM 243.2	13096.05	Dreamweaver	nc
	Business			_	
59	Sciences	CIM 243.2	13096.00	Dreamweaver	dc
	Business	CT 4 0 60 5	10701 00	Fundamentals of Cisco PIX	,
60	Sciences	CIM 263.5	10731.00	rirewali	dc
	Business	cm (oct :	10572 65	B 1 (1 0)	1.
61	Sciences	CIM 264.1	10573.00	Fundamentals of Network Security	ac
	Business	CD 4 2 CC :	11100 00	Fundamentals of Internet Protocol	1.
62	Sciences	CIM 266.1	11183.00	Telephone I	dc
	Business	an come		Fundamentals of Computer	,
63	Sciences	CIM 270.1	11112.00	Security for Home Users	dc
	Business				
64	Sciences	LGL 212	14271.00	Applied Legal Technology	nc
	Business		1.45.5	17.1	
65	Sciences	LGL 213	14287.00	Legal Ethics	nc
	Business				
66	Sciences	LGL 215	14285.00	Environmental Law and Policy	nc
	Business				
67	Sciences	MGT 217	14291.00	Social Media Marketing	nc
	Business				
68	Sciences	MGT 178	5980.00	Real Estate Economics	dc

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1	ĺ			KEY CODE	assign: Assignments
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16					rpt: repeatability
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18					significant revisions
19			-		ti: title
20					top: TOP code
21					tps: topics
22					txt: textbook
23					un: units
24					val: validation
25	SCHOOL	CRS ID	CATID	TITLE	ACTION TAKEN
	Business	CKS ID	CATID		ACTION TAKEN
69	Sciences	RE 279	10806.05	Computer Applications for Real	nc
09	Business	KE 279	10800.03		
70	Sciences	RE 279	10806.00	Computer Applications for Real	da
	Emeritus	ENG 402	<del></del>	Intermediate Creative Writing	dc dc
	Emeritus	ENG 402 ENG 405		Advanced Creative Writing	dc
	Emeritus			Introduction to the Short Story	dc
	Emeritus	ENG 417		United States Political Issues	dc
	Emeritus	PS 410	10297.10	<u></u>	de
75	Emeritus	CIG 400	7505.00	Computer Fundamentals and	
75		CIS 400		Applications	rpt
76	Emeritus	CIS 405		Spreadsheets and Databases	rpt
77	Emeritus	CIS 410		Introduction to the Internet	rpt
	Fine Arts	FA 27		Introduction to Fine Arts	dc
79	Fine Arts	MUS 44	10494.00	Guitar Prformance Ensemble	nc
80	Fine Arts	TA 27	14296.00	Introduction to Fine Arts in Theatre	nc
	Guidance and				ti, desc, crsid (formerly WS 100), tps,
81	Counseling	WS 20	6580.00	Women in Contemporary Society	lrn obj, moe, assign, txt
	Guidance and				
82	Counseling	WS 120	6585.00	Women and Work	ti, desc, tps, lrn obj, moe, assign, txt
	l				
	l			Introductionto Begininning	

	Α	В	С	D	E
1	1				assign: Assignments
<u> </u>				KET CODE	c/l w/+: cross-listed with (and list the
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					lrng obj: learning objectives moe: methods of evaluation
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12					nc: new course
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19					ti: title
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21					tps: topics
22					txt: textbook
23					un: units
24					val: validation
25	SCHOOL	CRS ID	CATID	TITLE	ACTION TAKEN
				Continuation of Beginning	
84	Humanities	CHI 1B	10313.10	Chinese I	crsd (formerly 10312.00)
				Introduction to Beginning Chinese	
85	Humanities	CHI 2A	10314.05	II	crsd (formerly 10507.00)
				Continuation of Beginning	
86	Humanities	CHI 2B	13014.10	Chinese II	crsd (formerly 10508.00)
87	Humanities	ED 1A	2930.05	Introduction to Beginning French I	crsd (formerly 2935.00)
	1	FR 1A	2730.03	introduction to Beginning French F	
	Tuniumitios	rk ia	2550.05	Continuation of Beginning French	
88	Humanities	FR 1B	2930.10	Continuation of Beginning French	crsd (formerly 2940.00)
88				Continuation of Beginning French	
				Continuation of Beginning French I Introduction to Beginning French	
	Humanities	FR 1B	2930.10	Continuation of Beginning French I Introduction to Beginning French	crsd (formerly 2940.00)
89	Humanities	FR 1B	2930.10	Continuation of Beginning French I Introduction to Beginning French II Continuation of Beginning French	crsd (formerly 2940.00)
89	Humanities Humanities	FR 1B	2930.10 2945.05	Continuation of Beginning French I Introduction to Beginning French II Continuation of Beginning French II	crsd (formerly 2940.00) crsd (formerly 10553.00)
89 90	Humanities Humanities	FR 1B FR 2A FR 2B	2930.10 2945.05 2945.10	Continuation of Beginning French I Introduction to Beginning French II Continuation of Beginning French II Introduction to Beginning	crsd (formerly 2940.00) crsd (formerly 10553.00) crsd (formerly 10554.00)
90 91	Humanities Humanities Humanities	FR 1B FR 2A FR 2B JA 1A	2930.10 2945.05 2945.10 4095.05	Continuation of Beginning French I Introduction to Beginning French II Continuation of Beginning French II Introduction to Beginning Japanese I	crsd (formerly 2940.00)  crsd (formerly 10553.00)  crsd (formerly 10554.00)  crsd (formerly 4100.00)
90 91 92	Humanities Humanities Humanities Humanities	FR 1B FR 2A FR 2B JA 1A JA 1B	2930.10 2945.05 2945.10 4095.05 4095.10	Continuation of Beginning French I Introduction to Beginning French II Continuation of Beginning French II Introduction to Beginning Japanese I Continuation of Japanese I	crsd (formerly 2940.00)  crsd (formerly 10553.00)  crsd (formerly 10554.00)  crsd (formerly 4100.00)  crsd (formerly 4105.00)
90 91 92	Humanities Humanities Humanities	FR 1B FR 2A FR 2B JA 1A	2930.10 2945.05 2945.10 4095.05 4095.10	Continuation of Beginning French I Introduction to Beginning French II Continuation of Beginning French II Introduction to Beginning Japanese I Continuation of Japanese I Introduction to Japanese II	crsd (formerly 2940.00)  crsd (formerly 10553.00)  crsd (formerly 10554.00)  crsd (formerly 4100.00)
90 91 92 93	Humanities Humanities Humanities Humanities Humanities	FR 1B FR 2A FR 2B JA 1A JA 1B JA 2A	2930.10 2945.05 2945.10 4095.05 4095.10 4110.05	Continuation of Beginning French I Introduction to Beginning French II Continuation of Beginning French II Introduction to Beginning Japanese I Continuation of Japanese I Introduction to Japanese II Continuation of Beginning	crsd (formerly 2940.00)  crsd (formerly 10553.00)  crsd (formerly 10554.00)  crsd (formerly 4100.00)  crsd (formerly 4105.00)  crsd (formerly 10328.00)
90 91 92 93	Humanities Humanities Humanities Humanities	FR 1B FR 2A FR 2B JA 1A JA 1B	2930.10 2945.05 2945.10 4095.05 4095.10 4110.05	Continuation of Beginning French I Introduction to Beginning French II Continuation of Beginning French II Introduction to Beginning Japanese I Continuation of Japanese I Introduction to Japanese II Continuation of Beginning Japanese II	crsd (formerly 2940.00)  crsd (formerly 10553.00)  crsd (formerly 10554.00)  crsd (formerly 4100.00)  crsd (formerly 4105.00)
90 91 92 93	Humanities Humanities Humanities Humanities Humanities	FR 1B FR 2A FR 2B JA 1A JA 1B JA 2A	2930.10 2945.05 2945.10 4095.05 4095.10 4110.05	Continuation of Beginning French I Introduction to Beginning French II Continuation of Beginning French II Introduction to Beginning Japanese I Continuation of Japanese I Introduction to Japanese II Continuation of Beginning Japanese II Introduction to Beginning Japanese II Introduction to Beginning Spanish	crsd (formerly 2940.00)  crsd (formerly 10553.00)  crsd (formerly 10554.00)  crsd (formerly 4100.00)  crsd (formerly 4105.00)  crsd (formerly 10328.00)

	А	В	С		E
1	A	Ь	<u> </u>	D VEV CODE	
<u> </u>				KEY CODE	assign: Assignments
2					c/l w/+: cross-listed with (and list the other crs id)
3					ce: contract education
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13 14					nv: new version of an existing course prereq: prerequisite
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16					rpt: repeatability
17					sam: SAM code
1/					
18					sr: scheduled review with no
19					significant revisions ti: title
20 21		-			top: TOP code
					tps: topics
22					txt: textbook
					un: units
24 25	SCHOOL	CRS ID	CATID	TITLE	val: validation  ACTION TAKEN
	Humanities	SPAN 1B		Continuation of Spanish I	crsd (formerly 6150.00)
	Humanities	SPAN 1B SPAN 2A	<del></del>	<u> </u>	crsd (formerly 6156.00)
97	Humanities	SPAN ZA	0155.05	Introduction to Spanish II	crsa (formerly 6136.00)
98	Humanities	SPAN 2B	6155.10	Continuation of Beginning Spansh II	crsd (formerly 6155.10)
					desc, tps, lrng obj, moe, assign, val,
99	Humanities	ESS 315	6300.00	Learning Development Practicum	txt
					desc, tps, lrng obj, moe, assign, val,
	Humanities	FR 2	2950.00	Intermediate French	txt
101	Humanities	HIST 25	14277.00	History of California	nc
				Introduction to the Hebrew Bible	
102	Humanities	LIT 40	4214.00	(Old Testament)	desc, tps, lrng obj, moe, assign, txt
	Humanities	LIT 41	+	Introduction to the New Testament	
	Humanities	WR 180		Writing Conference	dc
105	Humanities	CHI 1	10313.00	Beginning Chinese I	desc
106	Humanities	CHI 1A	10313.05	Introduction to Beginning Chinese I	catid # (formerly 10311.00), desc
				Continuation of Beginning	
107	Humanities	CHI 1B	10313.10	Chinese I	catid # (formerly 10312.00), desc
	Humanities	CHI 2		Beginning Chinese II	desc
133			10314.00	Introduction to Beginning Chinese	
100	Humanities	CHI 2A	10314.05		catid # (formerly 10507.00), desc
100		C111 2/1	10317.03	1	/ (LOTITION), GOOD

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1				KEY CODE	assign: Assignments
_					c/l w/+: cross-listed with (and list the
2					other crs id)
3					ce: contract education
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21					tps: topics
22					txt: textbook
23					un: units
24					val: validation
25	SCHOOL	CRS ID	CATID	TITLE	ACTION TAKEN
23	BEHOOL	CRSTD	CATID	Continuation of Beginning	ACTION TAKEN
110	Humanities	CHI 2B	10314 10	Chinese II	catid # (formerly 10508.00), desc
	Humanities	CHI 2B		Intermediate Chinese I	desc
111	Tullialities	CHI 3	13241.00		desc
112	T T a :4: a.a	CITI 2 A	12241 10	Introduction to Intermediate	1
112	Humanities	CHI 3A	13241.10	Chinese I	desc
443	TT	CITI AD	12241.00	Continuation of Intermediate	•
	Humanities	CHI 3B		Chinese I	desc
114	Humanities	FR 1	2930.00	Beginning French I	desc
	**				
115	Humanities	FR 1A	2930.05	Introduction to Beginning French I	catid # (formerly 2935.00), desc
				Continuation of Beginning French	
	Humanities	FR 1B	2930.10	L	catid # (formerly 2940.00), desc
117	Humanities	FR 2	2945.00	Beginning French II	desc
118	Humanities	FR 2A	2945.05	Intoduction to Beginning French II	catid # (formerly 10553.00), desc
				Continuation of Beginning French	
	Humanities	FR 2B	2945.10	I	catid # (formerly 10554.00), desc
120	Humanities	JA 1	4095.00	Beginning Japanese I	desc
				Introduction to Beginning	
121	Humanities	JA 1A	4095.05	Japanese I	catid # (formerly 4100.00), desc
				Continuation of Beginning	
122	Humanities	JA 1B	4095.10	Japanese I	catid # (formerly 4105.00), desc
		1		1 1	

	Α	В	С	D	E
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23					un: units
24					val: validation
25	SCHOOL	CRS ID	CATID	TITLE	ACTION TAKEN
	Humanities	JA 2		Beginning Japanese II	desc
123	Tumantics	JA 2	4110.00	Introduction to Beginning	uese
124	Humanities	JA 2A	4110.05	Japanese II	catid # (formerly 10328.00), desc
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125	Humanities	JA 2B	4110.10	Japanese II	catid # (formerly 10329.00), desc
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127	Humanities	SPAN 1A	6140.05	Introduction to Beginning Spanish	catid # (formerly 6145.00), desc
127	Humanities	SPAN IA	0140.03		catid # (formerly 6143.00), desc
120	Humanities	SPAN 1B	6140.10	Continuation of Beginning Spansh	catid # (formerly 6150.00), desc
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133	Engr	ENGR 54	14260.00	and Engineering	nc
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2					other crs id)
3					ce: contract education
4					co: corequisite
5					crsd: course id
6					dc: delete course
7					dv: delete version of course
8					hrs: hours
9					lim: limitation
10					lrng obj: learning objectives
11					moe: methods of evaluation
12					nc: new course
13					nv: new version of an existing course
14					prereq: prerequisite
15					rec: recommended preparation
16					rpt: repeatability
17					sam: SAM code
					sr: scheduled review with no
18					significant revisions
19					ti: title
20					top: TOP code
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25	SCHOOL	CRS ID	CATID	TITLE	ACTION TAKEN
	Physical			Cooperative Work Experience:	
135	Sciences	CWE 167	13228.00	Natural Sciences	crsid (formerly CWE 168)
	Physical			Cooperative Work Experience:	
136	Sciences	CWE 167	13228.10	Natural Sciences	crsid (formerly CWE 168)
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137	Sciences	CWE 167	13228.20	Natural Sciences	crsid (formerly CWE 168)
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139	Sciences	CWE 167	10310.00	Political Science	crsid (formerly CWE 168)
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140	Sciences	CWE 167	10310.10	Political Science	crsid (formerly CWE 168)
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143	Sciences	ECON 178	5980.10	Real Estate Economics	178

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.4 DATE: 3/26/12

TO:

**Board of Trustees** 

FROM:

Gary L. Poertner, Chancellor

RE:

Irvine Valley College: Award of Bid: Building Reclaimed Water System

in Life Science Building

**ACTION:** 

Approval

### **BACKGROUND**

The Board of Trustees has approved \$17,410,000 in basic aid for the Irvine Valley College Life Sciences building. The original state-approved budget totaled \$24,861,000 and was reduced to \$21,036,000 when a lower-than-estimated bid was received. The State has reimbursed \$2,156,657 leaving an additional \$1,469,242 remaining to fully fund the project.

In September 2011, the Irvine Ranch Water District (IRWD) proposed that the District add non-potable water use to our new Life /Sciences building. In the last ten years, IRWD has employed this water saving approach in over fifty buildings including an elementary school. IRWD agreed to pay half the project cost, not to exceed \$25,000, resulting in an agreeable cost to value evaluation for the District. In addition to experiencing water savings, this proposal could add an "innovation point" to our tally in pursuit of LEED certification.

#### **STATUS**

On February 21, 2012, and February 28, 2012, Bid No. 306, Irvine Valley College Building Reclaimed Water System in Life Sciences Building was advertised. Nine contracting firms joined the District for the pre-bid walk. Five contractors provided bids on March 13, 2012. The lowest bid meeting all specification requirements was submitted by R.T. Contractor, Corp., in the amount of \$43,000, Exhibit A.

Staff has reviewed the bids and recommends approval.

Fifty percent of the funding will be provided by the Irvine Ranch Water District and fifty percent of the funds for these services are available in the project budget which is \$21,036,000.

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees award Bid No. 306 for Irvine Valley College Building Reclaimed Water System in the Life Sciences Building to R.T. Contractor, Corp., in the amount of \$43,000 and approve the Agreement, Exhibit B.

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

# BID NO. 306 RECLAIMED WATER SYSTEM IN LIFE SCIENCES BUILDING IRVINE VALLEY COLLEGE

VENDORS	AMOUNT
*R. T. CONTRACTOR CORP. Garden Grove, CA	\$43,000.00
V & S PLUMBING La Crescenta, CA	\$55,000.00
H.P.L. MECHANICAL Santa Ana, CA	\$92,937.00
EMPYREAN PLUMBING, INC. Riverside, CA	\$95,485.00
ATLAS-ALLIED, INC. Anaheim, CA	\$97,000.00

<sup>\*</sup>Recommended for Approval

## AGREEMENT - BID NO. 306, RECLAIMED WATER SYSTEM IN LIFE SCIENCES BLDG.

THIS AGREEMENT, dated the 27<sup>th</sup> day of March, 2012, in the County of Orange, State of California, is by and between **South Orange County Community College District**, (hereinafter referred to as "DISTRICT"), and R. T. **Contractor**, Corp., (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

- 1. CONTRACTOR agrees to complete the Project known as Bid 306 for Reclaimed Water System in Life Sciences Building at Irvine Valley College, according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Non-collusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
- 2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.
- 3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of Forty Three Thousand and No/100 Dollars (\$43,000.00)
- 4. The work shall be commenced on or before the fifth (5) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within fourteen (14) consecutive calendar days from the date specified in the Notice to Proceed for Building In-wall work and within ninety (90) consecutive calendar days from the date specified in the Notice to Proceed for the remaining work.
- 5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay

to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of\_ one thousand Dollars (\$1000.00) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

6. Termination for Cause or Non-appropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

- The Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees, Construction Manager, Architect, and all other Agents and Representatives, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:
  - (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
  - (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
  - (c) any breach of duty, obligation or requirement under the Project Documents;
  - (d) any failure to coordinate the work of other contractors;
  - (e) any failure to provide notice to any party as required under the Project Documents;

- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT's interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
and	
Subject to the same limit for each person on account of one accident, in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
Property Damage Insurance in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
Course of Construction Insurance without exclusion or limitation in an amount not less than	\$2,000,000
Excess Liability Insurance (Contractor only)	\$2,000,000

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

#### Waiver of Subrogation

Contractor waives (to the extent permitted by law) any right to recover against the District, and its respective elected officials, officers, employees, agents, and representatives for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies there under of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

#### Additional Insured Endorsement Requirements.

The Contractor shall name, on any policy of insurance required the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. Subcontractors shall name the Contractor, the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

9. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

- 10. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Richie Tran, whose title is President, is authorized to act for and bind the corporation.
- 11. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

12. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

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

DISTRICT	CONTRACTOR		
By:Signature	By:Signature		
Dr. Debra L. Fitzsimons			
Print Name	Print Name		
Vice Chancellor, Business Services			
Title	Title		
	Contractor's License No.		
	Tax ID/Social Security No.		
	(CORPORATE SEAL OF CONTRACTOR, if corporation)		

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.5 DATE: 3/26/12

TO: Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

RE: Saddleback College: James B. Utt Memorial Learning Resource

Center Renovation: Use of Multiple Award Contract for Procurement

of Audio Visual System Components and Services

**ACTION:** Approval

#### **BACKGROUND**

All classroom and lecture areas on the Saddleback College Campus contain audio visual equipment to assist with instruction. There is a need to purchase additional audio visual system components and services with the remodel of the James B. Utt Memorial Learning Resource Center Renovation (LRC).

Public Contract Code (PCC) Sections 10290 et seq. and 12101.5 include approval for local government agencies to use California Multiple Award Schedule (CMAS). The contracts are structured to comply with California procurement codes, guidelines, and policies.

### **STATUS**

Staff has determined that it is in the District's best interest to procure audio visual system components and services using the California Multiple Award Schedule (CMAS) contract no. 3-06-70-2070D with Digital Networks Group, Inc. The CMAS contract term is July 14, 2011, through June 30, 2016.

Estimated costs for the LRC audio visual components are \$104,636.21. Total project cost for the LRC equipment and furniture will not exceed \$2,135,000 including these costs. The state allocated a \$2,000,000 reimbursement allowance for the LRC equipment phase. The District's match of \$135,000 is included in the approved project budget of \$21,124,000.

#### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the use of the listed multiple awards contract no. 3-06-70-2070D with Digital Networks Group, Inc. pursuant to the conditions of the agreement. This approval applies to purchases made within the term of the agreement and is contingent upon verification of the availability of funds for each purchase. Estimated costs for the audio visual components expenditures at the James B. Utt Memorial Learning Resource Center Renovation are \$104.636.21.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**ITEM:** 5.6 **DATE:** 3/26/12

TO:

**Board of Trustees** 

FROM:

Gary L. Poertner, Chancellor

RE:

Saddleback College: James B. Utt Memorial Learning Resource Center Renovation Project: Amendment No. 1 to Labor Compliance

Agreement Scope of Work

**ACTION:** 

**Approval** 

#### **BACKGROUND**

On June 28, 2010, the Board of Trustees approved an agreement with PB Americas, Inc. to provide labor compliance services for the James B. Utt Memorial Learning Resource Center Renovation project at Saddleback College for \$42,450. Labor compliance services increased due to contractor delay and site conditions.

#### **STATUS**

Additional labor compliance services were required beyond the original agreement for an amount of \$9,925.00, equaling a total of \$53,375.00. A portion of the costs will be back-charged to the contractor.

Staff recommends approval of additional labor compliance services.

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

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 1, EXHIBIT A, to PB Americas, Inc., labor compliance services scope of work for an amount of \$9,925.00 with the revised contract amount of \$53,375.00 for the James B. Utt Memorial Learning Resource Center Renovation project at Saddleback College.

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

# AMENDMENT NO. 1 TO LABOR COMPLIANCE SERVICES AGREEMENT JAMES B. UTT MEMORIAL LEARNING RESOURCE CENTER RENOVATION SADDLEBACK COLLEGE

#### March 26, 2012

THIS AMENDMENT shall modify the original agreement dated May 10, 2010, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and PB AMERICAS, INC., 3840 Rosin Court, Suite 200, Sacramento, California, 95834, hereinafter referred to as "CONSULTANT."

WHEREAS, Article 7.13, of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

WHEREAS, Article 4, establishes the compensation of the agreement at \$42,450.00; and

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

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

1. Article 4, of the agreement shall be modified as follows: "The DISTRICT" shall compensate the "CONSULTANT" for services described in the original agreement and services required to include additional labor compliance services and as follows:

ORIGINAL AGREEMENT AMOUNT: 42,450.00 FIXED FEE FOR ALL SERVICES AS DESCRIBED HEREIN: 9,925.00 REVISED CONTRACT AMOUNT: \$53,375.00

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

"DISTRICT"

South Orange County Community College District	t PB Americas, Inc.		
By:	Ву:		
Dr. Debra L. Fitzsimons Title: Vice Chancellor, Business Services	Title:		
Date:	Date:		

"CONSIII TANT"

ITEM: 5.7 DATE: 3/26/12

**TO:** Board of Trustees

FROM: Gary L. Poertner, Chancellor

**RE:** Saddleback College: James B. Utt Memorial Learning Resource

Center Renovation: Use of Multiple Award Contract for Cisco Data

Network and Phone System Purchases

**ACTION:** Approval

#### **BACKGROUND**

In June 2004, Saddleback College purchased the Cisco data network and phone system currently in use. There is a need to purchase additional network equipment with the remodel of the James B. Utt Memorial Learning Resource Center Renovation (LRC).

Public Contract Code (PCC) Sections 10290 et seq. and 12101.5 include approval for local government agencies to use California Multiple Award Schedule (CMAS). The contracts are structured to comply with California procurement codes, guidelines, and policies.

#### **STATUS**

Staff has determined that it is in the District's best interest to procure Cisco data network and phone system equipment using the California Multiple Award Schedule (CMAS) contract no. 3-11-70-2858A with Trace 3. The CMAS contract term is October 12, 2011, through December 31, 2013.

Estimated costs for the LRC Cisco equipment are \$131,583.44. Total project cost for the LRC equipment and furniture will not exceed \$2,135,000 including these costs. The state allocated a \$2,000,000 reimbursement allowance for the LRC equipment phase. The District's match of \$135,000 is included in the approved project budget of \$21,124,000.

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the use of the listed multiple awards contract no. 3-11-70-2858A with Trace 3 pursuant to the conditions of the agreement. This approval applies to purchases made within the term of the agreement and is contingent upon verification of the availability of funds for each purchase. Estimated costs for the Cisco equipment expenditures at the James B. Utt Memorial Learning Resource Center Renovation are \$131,583.44.

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

ITEM: 5.8 DATE: 3/26/12

**TO:** Board of Trustees

FROM: Gary L. Poertner, Chancellor

**RE:** Saddleback College: Adopt Resolution No.12-10: Intention to Enter

into Energy Service Agreement and Set the Date for a Public Hearing

on the Agreement

**ACTION:** Approval

#### **BACKGROUND**

In May, 2011, Shadpour Consulting Engineers, Inc. performed an independent energy audit resulting in a recommendation that Saddleback College replace and upgrade the existing Energy Management System (EMS). The new EMS will replace the existing buildings controls and also be expanded to control all buildings on the campus. This replacement will enhance the reliability, control and monitoring of equipment.

The existing EMS was installed in 1995 at the college's major buildings. It controls the heating, ventilation and air conditioning (HVAC) system. The age and technological advancements of Energy Management systems prevent the manufacturer from providing support and spare parts.

Due to the complexity of bidding this type of project, the legislature has provided for exemption to the state bidding laws for turnkey energy conservation programs (Government Code Sections 53060 and 4217.10 et al).

#### <u>STATUS</u>

College staff has evaluated several state-of-the-art Energy Management Systems and has selected a replacement system. College staff also evaluated proposals for EMS installation. Computrols, Inc. submitted a proposal that is the lowest responsible bid in the amount of \$1,400,000.00. Computrols, Inc. will provide a lifetime warranty and support of all installed EMS components.

College staff submitted this project for review and approval to the California Community College/Investor Owned Utility (CCC/IOU) energy efficiency partnership program. It is expected to reduce energy consumption by an estimated 306,430 kwh per year and provide estimated savings of \$42,900 per year with an one-time estimated rebate of \$73,500 from the CCC/IOU program. Final savings will be determined after the measurement and verification of the new system performance is completed.

The District has determined that it would be in the best interest of the college to enter into an energy conservation program pursuant to the allowable code sections. The law requires the District to conduct a public hearing prior to entering into an energy service agreement. On April 30, 2012, the Board will hold a public hearing to make a determination on whether such agreements are in the best interest of the District and Saddleback College and whether to enter into the agreement. Specific information concerning the proposed energy service agreement will be made available to the Board and the public prior to the hearing.

This scheduled maintenance project is funded 50% through Basic Aid Funds at the December 2011 board meeting and 50% through college match.

#### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 12-10 (EXHIBIT A) declaring its intention to set a public hearing for April 30, 2012, and enter into energy service agreement.

#### Resolution No. 12-10

# RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT DECLARING ITS INTENT TO ENTER INTO ENERGY SERVICE AGREEMENT AND PUBLIC HEARING ON THESE AGREEMENT SADDLEBACK COLLEGE

March 26, 2012

WHEREAS, Government Code sections 4217.10, et seq., authorizes the Board of Trustees of a community college district to enter into negotiated agreement for the installation and financing of energy conservation measures; and

WHEREAS, the District staff and Saddleback College staff have reviewed the energy conservation measures set forth in the proposed agreement by and between Computrols, Inc. and the District will result in a projected net cost savings to the District.

NOW, THEREFORE, the Board of Trustees of the South Orange County Community College District FINDS, DECLARES, RESOLVES and ORDERS as follows:

- 1. The Board of Trustees hereby declares its intention to enter into an agreement with Computrols, Inc. for energy conservation services.
- 2. The Board of Trustees finds and determines that the agreement for energy conservation services is exempt from the provisions of the California Environmental quality Act within the meaning of Title XIV of the California Code of Regulations section 15301.
- 3. NOTICE IS HEREBY GIVEN that April 30, 2012, at 6:00p.m. at 28000 Marguerite Parkway, Mission Viejo, California is hereby fixed as the time and place that the Board of Trustees will conduct a public hearing to determine (a) if the terms of the energy service agreement with Computrols, Inc. are in the best interest of the District and (b) if the cost of the proposed energy conservation measures will be less than the anticipated marginal cost to the District of electrical and other energy that would have been consumed by the District in the absence of the proposed energy conservation measures.

At the conclusion of the public hearing, the Board of Trustees will determine whether or not to enter into the proposed energy service agreement with Computrols, Inc. upon the terms and conditions set forth therein or upon such other terms as the Board may determine to be in the best interests of the District.

- 4. The secretary of the Board of Trustees is hereby authorized and directed to:
  - (a) Give notice that the proposed energy conservation measures are exempt from the provisions of the California Environmental Quality Act; and
  - (b) Give notice of the adoption of this resolution by publication in the Orange County Register newspaper not less than fifteen (15) days prior to the date of the public hearing on this matter.

PASSED AND ADOPTED, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on March 26, 2012.

Nancy M. Padberg, President	T.J. Prendergast, III, Vice President
Marcia Milchiker, Clerk	Thomas A. Fuentes, Member
William O. Jay, Member	David B. Lang, Member
Frank M. Meldau, Member	
	Gary L. Poertner, Chancellor And Secretary to the Governing Board

#### Resolution No. 12-10

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
DECLARING
IT'S INTENT TO ENTER INTO AN ENERGY SERVICE
AGREEMENT AND PUBLIC HEARING
ON THIS AGREEMENT
SADDLEBACK COLLEGE

March 26, 2012

STATE OF CALIFORNIA)

COUNTY OF ORANGE )

I, Gary L. Poertner, Secretary to the Board of Trustees of the South Orange County Community College District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by said Board at a regular meeting held on the 26<sup>th</sup> day of March 2012.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this  $27^{\text{th}}$  day of March 2012.

Gary L. Poertner
Secretary to the Board of Trustees

ITEM: 5.9 DATE: 3/26/12

**TO:** Board of Trustees

FROM: Gary L. Poertner, Chancellor

**RE:** Saddleback College: East Bridge Replacement Project: Amendment

No.2 for Increased Architectural Services

**ACTION:** Approval

#### **BACKGROUND**

On March 25, 2011, the Board of Trustees approved an agreement with R2A Architecture to provide architectural services for the East Bridge Replacement Project at Saddleback College for a fee of \$109,500. On October 24, 2011, a change order was executed adding \$7,741. for a revised total of \$117,241.

#### **STATUS**

Constructed conditions at the bridge ramp varied from the approved documents and required the re-design of the handrails to meet DSA and code requirements.

These items represent an increase in project scope and the architect is requesting a fee increase of \$5,145. for a total contract amount of \$122,386. Amendment No. 2 to the agreement (EXHIBIT A) incorporates these changes. The contractor will be back-charged for these costs.

Staff recommends approval of increased architectural fees in the amount of \$5,145. per Amendment No. 2, EXHIBIT A.

Funds are available in the basic aid budget to cover this amendment for a total of \$1,700,000.

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 2, (EXHIBIT A), increasing the contract amount by \$5,145. with R2A Architecture, for the East Bridge Replacement at Saddleback College. The total revised contract amount is \$122,386.

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

#### AMENDMENT NO. 2 EAST BRIDGE REPLACEMENT PROJECT SADDLEBACK COLLEGE

#### March 26, 2012

THIS AMENDMENT shall modify the original agreement dated March 25, 2011, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and R2A ARCHITECTURE, 2900 Bristol Street, Suite E-205, Costa Mesa, California, 92626, 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 \$109,500.00; and

WHEREAS, the scope of services has been modified to address constructed conditions at the bridge ramp that varied from the DSA approved documents and to modify the handrails design through modifications to the DSA approved documents; and

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

1. Article VIII, paragraphs 1 and 2, of the agreement shall be modified as follows: "The DISTRICT" shall increase compensation to the "ARCHITECT" for additional services described herein as follows:

Original Agreement amount: \$109,500.00 Amendment No. 1 amount: 7,741.00 Fixed Fee for all services described herein: 5,145.00 Revised Contract amount: \$122,386.00

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

forth above.  "DISTRICT"  South Orange County Community College District	"ARCHITECT" R2A Architecture
By: Dr. Debra L. Fitzsimons	Ву:
Title: Vice Chancellor	Title:
Date:	Date:

ITEM: 5.10 DATE: 3/26/12

**TO:** Board of Trustees

FROM: Gary L. Poertner, Chancellor

**RE:** Saddleback College: Community Education, Summer 2012

**ACTION:** Approval

#### **BACKGROUND**

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

#### **STATUS**

At its February 27, 2012 meeting, the Board of Trustees approved the Community Education courses, presenters, and compensation requests for Summer 2012. The Saddleback College Community Education Department has identified additional offerings for its Summer 2012 schedule. The additional courses, presenters, and compensation are presented in Exhibit A.

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the additional Saddleback College Community Education courses, presenters, and compensation as presented in Exhibit A.

Item Submitted By: Tod A. Burnett Ed. D., President

## South Orange County Community College District SADDLEBACK COLLEGE

#### COMMUNITY EDUCATION NON-CREDIT PROGRAM - SUMMER 2012 II

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
CFK	Young Americans World Tou	5/15 - 9/15	Young Americans (I)	\$185/pp	\$235
Baseball Skills Clinic		5/15 - 9/15	Sommer McCartney (E)	50% net	\$136

ITEM: 5.11 DATE: 3/26/12

TO:

**Board of Trustees** 

FROM:

Gary L. Poertner, Chancellor

RE:

Saddleback College: Study Abroad Program to Peru

**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. Study abroad programs are authorized under Education Code 72640.

#### **STATUS**

The Liberal Arts and Learning Resources Division at Saddleback College proposes to offer the study abroad program in Peru from May 21 to May 30, 2012. The program will be organized and arranged by Travel and Education (T & E) for a fee of \$3,660 per student at a cost of \$366 per day for 15 or more students. Saddleback College solicited three bids for this program: Inkanations International, Jumpstreet Educational Tours for Students, and T & E. T & E 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 Peru.

#### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program to Peru from May 21 to May 30, 2012 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 Peru, 2012

The Department of International Languages at Saddleback College has offered the Peru Study Abroad Program in 2008 and proposes the following travel itinerary to Peru to explore and study the Inca Culture and Civilization from May 21 to May 30, 2012. A group of 15 or more students will study Spanish language, culture and history of the Inca Empire with visits to the ancient Inca Capital of Cusco and the modern capital of Lima, culminating with a much anticipated tour of the world heritage site of Machu Picchu. The faculty advisor will accompany the students on their arrival flight, as well as ten days of visits within the ancient and modern Peruvian capitals, the Sacred Valley, and excursion to Machu Picchu.

Students will enroll in a minimum of 3.0 units of International Languages 189, a special topics course, which will require cultural readings pertaining to the Inca civilization and culture during the trip and a follow-up essay on the assigned cultural topic. The faculty advisor will offer historical and cultural insights related to the topic, adhering to Saddleback College's course outlines. The program includes more than 25 hours of instructional and research time, in addition to Saturday and Sunday excursions to cultural and historic sites.

Accommodations for the students are provided in approved hotels, including meals. The faculty advisor will be provided a single room for lodging in the sites of Lima and Cusco, and is responsible for meals. Travel to all accommodations is provided by bus or taxi during the program.

#### STUDY ABROAD PROGRAM INFORMATION SUMMARY

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Location/De	estination:	Pe	ru			First	Гriр:	Yes:	No:	Х
Dates: From: 5/21/12				To:	5/	30/12	To	tal No. o	of Days:	10
Partner Name (Academic Institution):				N/A						
Address: N/A										
Contact Pe	rson:	N/A				Tele	ohone	No.: N	I/A	
Description of Institution: N/A										
Includes: Accredited Instruction				Yes:	Х	No:				
Transfer College Units			Yes:	Х	No:					
	Orientation			Yes:	Х	No:				
	Books/Supplie	es		Yes:	X	No:				
	Tutors			Yes:	Х	No:				
	Weekend Stu	dy Activiti	es	Yes:	Х	No:				
	Food			Yes:	Х	No:				
	Transportation	n		Yes:	Х	No:				
	Lodging			Yes:	Х	No:				
Other:				·				···		
extra services not mentioned in student benefits above, passport or visa fees if  Does Not Include:  (Examples: Local Transportation at home; Personal Items, etc.)  extra services not mentioned in student benefits above, passport or visa fees if applicable, 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					specified. change rate. ank for					
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Lead Faculty Member	2/24/12 Date	Department Chair	Deb 28, 1
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#### EDUCATIONAL TOUR/FIELD STUDY TRAVEL CONTRACTOR AGREEMENT GENERAL TERMS AND CONDITIONS

Incas and Machu Picchu Studies in Peru, Spring 2012

This Agreement is made this 26th day of March, 2012 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 TRIP 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. TRAVEL SERVICES 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 TRIP 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 TRIP 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

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. PAYMENT BY TRIP PARTICIPANTS – 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 TRIP 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.

- 5. RESTRICTION ON TRIP PARTICIPATION - All Educational Tour/Field 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. INDEMNIFICATION 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 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 TRIP 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. TRAVEL AGENTS 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. GENERAL LIABILITY INSURANCE – 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 TRIP 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.

LIABILITY INSURANCE – CERTIFICATE OF INSURANCE – 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. TRAVEL CONTRACTOR INFORMATION AND IDENTIFICATION 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. TERM 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

days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth SPECIFIC TRIP DETAILS) if the minimum number of participants specified in SPECIFIC TRIP 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 TRIP 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. NO MODIFICATION OF AGREEMENT 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. NOTICE 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

Exhibit C
Page 7 of 7
Travel Contractor Agreement

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. CONTROLLING LAW – 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.

<u>TRAVEL</u>	CONTRACTOR	DISTRIC:	$\underline{T}$			
Travel a	nd Education (T&E)	South Orange County Community College District				
Date:		Date:				
Ву:	Alfredo Miguel de Pablo	Ву:	Dr. Debra L. Fitzsimons			
Title:	President	<u>Title:</u>	Vice Chancellor, Business Services			
Address:	111 S. Independence, East #860	Address:	28000 Marguerite Parkway			
	Philadelphia, PA 19106		Mission Viejo, CA 92692			
Phone:	(866) 559-0235	Phone:	(949) 582-4664			



#### **TRAVEL & EDUCATION**

PROPOSAL 10 DAY PROGRAM IN PERU - SPRING 2012 SADDLEBACK COLLEGE - SOCCCD

Departure from US to Lima:

Flight to Cuzco:

Transfer to Valle Sagrado: Visit to Machu Picchu

Transfer to Cuzco

Flight to Lima and return to US:

Wednesday, May 21st, 2012

Friday, May 23rd, 2012

Sunday, May 25th, 2012 Monday, May 26th, 2012

Thursday, May 29th, 2012

Friday, May 30th, 2012

#### PROGRAM COMPONENTS INCLUDED IN THE STUDENT FEE:

- A transportation package consisting of international airfare (LAX LIMA –LAX) and roundtrip transfers overseas between the airport and hotels for various destinations mentioned in the itinerary.
- Accommodations in tourist class hotels (double or triple occupancy) with breakfast.
- Lunches and dinners included everyday as travel schedule permits.
- Assistance, transfers and visits as indicated in attached itinerary schedule and description.
- Internal flights in tourist class.
- Excursions to following locations with the services of a local English speaking tour guide:
  - o LIMA Tour of the city
  - CUZCO Tour of the city including visits to the ruins of Sacsayhuaman, Moray, Maras and Misminay
  - o SACRED VALLEY Tour of Pisac and transfer to Ollantaytambo.
  - o MACHU PICCHU Via Aguas Calientes
- \$50 non-refundable application fee.
- Medical insurance for up to \$1,000,000 Health Insurance Benefit per student.
  - Accident and Sickness Insurance Benefits
  - o Emergency Medical Evacuation Benefit
  - Repatriation of Remains Benefit
  - o Emergency Reunion Benefit
  - o 24 hour International Emergency Assistance
- 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.
- Accounting / billing services in the U.S.
- Pre-departure information services and a toll-free contact number in the U.S.
- Advance planning services offered by our T&E office in Philadelphia.

#### FACULTY BENEFITS INCLUDED IN THE STUDENT FEE:

Faculty support services (target enrollment 15 students with 1 faculty member) as listed below:

• Roundtrip flights between Los Angeles and Lima on the scheduled group flight.

- T&E will provide the SOCCCD faculty member with housing in a single room in the hotels.
- 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 15 paying students or more, or pro rata for a lower enrollment.

#### PROGRAM FEES

\$3660 US Dollars per participant for an enrollment of 15 paying student participants with 1 faculty administrative visit.

Should SOCCCD wish to run this program with an enrollment below 15 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 in the amount of \$120, a \$125 refundable damage deposit, transport by train, local taxes in Peru, optional excursions, meals and extra services not mentioned in student benefits above, passport or visa fees if applicable, 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.

The group airfare rate can only be guaranteed for a minimum enrollment of 10 or more students taking this option.

#### PROGRAM APPLICATION PROCEDURE AND BILLING

- Program deposit in the amount of \$450 and airfare deposit of \$250 (total \$700) must be received along with application by March 10th, 2012. Preliminary numbers to be provided by the program leader are due upon receipt of this proposal. Please note that these are not postmark dates, but the dates by which applications must arrive in the T&E Philadelphia office: 111 S. Independence Mall E, Suite 970, Philadelphia PA 19106.
- Saddleback is required to provide a complete roster of participant names and passport numbers by March 15th, 2012.
- Students will then need to follow up with a payment of \$1000 towards their airfare by April 6th, 2012
- T&E can accept applications after March 10th, 2012, but cannot guarantee program costs
  after this date. Students applying after this date can only be accepted on a spaceavailable basis and may be subject to a supplemental charge.
- T&E accepts payment in the form of personal check or money order and VISA, Mastercard or Discover.
- Final payment is due April 27th, 2012. T&E reserves the right to withdraw students who are not paid in full by the final payment deadline.

#### **AIRFARE CONDITIONS**

- T&E cannot arrange airline tickets for students applying after March 15th, 2012. T&E is
  financially committed at this time to any confirmed airline seats therefore it is imperative
  that SOCCCD provide a preliminary list of student participants in order to confirm and/or
  release air reservations.
- T&E will reserve spaces according to information on the student application form. Once airline tickets have been issued to students they cannot be changed or refunded.

#### **REFUND POLICY**

If participant withdrawals in writing	he/she receives
On or before March 10 <sup>th</sup> , 2012	a refund of all fees paid less \$450 non-refundable application fee plus airfare deposit of \$250 any additional non-refundable deposits paid by the student or by T&E on behalf of the student
After March 10th and before April 6th, 2012	a refund of all fees paid less \$450 non-refundable application fee, \$250 airfare deposit, \$1000 balance of airfare and any additional non-refundable deposits paid by the student or by T&E on behalf of the student.
After April 6 <sup>th</sup> and before April 27 <sup>th</sup> , 2012	a refund of all fees paid less \$450 non-refundable application fee, \$250 airfare deposit, \$1000 balance of airfare, \$310 insurance and any additional non-refundable deposits paid by the student or by T&E on behalf of the student
After April 27h, 2012	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 March 15th, 2012.
- In the of the U.S. State Department issuing a travel warning which advises U.S. citizens not
  to travel to Peru, or if they are already in Peru, to leave it, T&E will:
  - of If the If the program has not started, either makes suitable alternative arrangements or cancel the program and refund all fees paid.
  - o 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.

#### **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 below to confirm that the components listed in this proposal fulfill your program requirements. This will enable us to prepare your program materials accurately. A confirmation in writing is required upon receipt of this contract. 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, March 1, 2012

#### **Current Travel Warnings**

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.

Nigeria 02/29/2012 Colombia 02/21/2012 Mexico 02/08/2012 Syria 02/06/2012 Pakistan 02/02/2012 Iraq 01/19/2012 Congo, Democratic Republic of the 01/12/2012 Sudan 01/11/2012

Philippines 01/05/2012

Central African Republic 01/04/2012 Republic of South Sudan 12/22/2011

Cote d'Ivoire 12/16/2011 Afghanistan 12/01/2011 Burundi 11/25/2011 Eritrea 11/04/2011

Kenya 11/04/2011 Guinea 11/04/2011

Korea, Democratic People's Republic of 11/03/2011

Iran 10/21/2011 Lebanon 10/12/2011 Mauritania 10/12/2011

Mali 10/04/2011 Libya 09/22/2011 Algeria 09/19/2011 Yemen 09/02/2011 Somalia 08/19/2011

Chad 08/16/2011

Haiti 08/08/2011 Niger 08/05/2011 Saudi Arabia 08/05/2011 Israel, the West Bank and Gaza 06/22/2011

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ITEM: 5.12 DATE: 3/26/12

**TO:** Board of Trustees

FROM: Gary L. Poertner, Chancellor

**RE:** Saddleback College: Phi Theta Kappa 94<sup>th</sup> International Convention

**ACTION:** Approval

#### **BACKGROUND**

Saddleback College has made a commitment through the years to support activities that enhance effective student leadership. Periodically, student representatives participate in leadership activities on a national level.

#### **STATUS**

Up to four students and one advisor are planning to attend the Phi Theta Kappa 94<sup>th</sup> International Convention in Memphis, Tennessee. Dates of the conference, inclusive of travel, are from Thursday, April 12, 2012 through Sunday, April 15, 2012. Funds for this conference are available in the Phi Theta Kappa chapter account in an amount not to exceed \$8,000.00. There is no impact to the general fund.

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the out-of-state travel request for up to four students and one faculty advisor to attend the Phi Theta Kappa 94<sup>th</sup> International Convention in Memphis, Tennessee, at a cost not to exceed \$8,000.

#### PHI THETA KAPPA CONVENTION EXPENSES

Location: Nashville, Tennessee

Dates of Conference: 4/12/12 - 4/14/12

Number of Students: max. 4 Number of Advisors: 1

#### **Budget**

Conference Registration:  $$284(per person) \times 5 = $1420.00$ 

Transportation (Air Fare): \$608.70 (per person) x 5 = \$3043.50

Hotel (3 rooms for 3 nights):  $$219.17 \text{ (per night) } \times 9 \text{ (days)} = $1972.53$ 

Shuttle/Parking/Miscellaneous: \$1055.00

Total: \$7491.03

ITEM: 5.13 DATE: 3/26/12

**TO:** Board of Trustees

**FROM**: Gary L. Poertner, Chancellor

**RE:** Saddleback College: Grant Acceptance, Career Technical Education

Teacher Preparation Pipeline (TPP) 5<sup>th</sup> Year Grant Renewal

**ACTION**: Approval

#### **BACKGROUND**

In January, 2012, Saddleback College was invited to submit a proposal requesting renewal of grant funding in response to the Career Technical Education Teacher Preparation Pipeline, RFA No. 11-090-008 issued by the California Community Colleges Chancellor's Office (CCCCO). Funding will support the ongoing implementation of a fifth year of TPP to help mitigate the shortage of Math and Science based CTE teachers. The program will develop/maintain articulation agreements and pathways and increase CTE Career awareness amongst professionals representing all industry sectors. Data collection will inform partners as to program improvements, focus areas, curriculum design, and program continuity. The grant will be housed under Counseling Services and Special Programs. The Program will: 1) organize an annual Teacher Conference; 2) explore the possibility of creating a course to introduce students to the profession of college instruction; 3) offer CBEST test preparation module(s) through community education; 3) develop an illustrative guide on linking high school career pathway(s) with the community college system and 4 year college pathway; and 4) recommend students enroll in and complete EDUC115, Secondary School Teaching.

#### STATUS

Upon receipt and acceptance of Saddleback College's application for renewal, the CCCCO conveyed its intent to fund Saddleback College by asking the college to submit four signed original copies of a grant face sheet along with a Budget Summary indicating the CCCCO's intent to fund \$120,000 to Saddleback College for a grant term starting February, 2012 and ending June 28, 2013.

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept this award of \$120,000 from the California Community College Chancellor's Office for CTE Grant 11-090-008.

Item Submitted By: Tod A. Burnett. Ed.D., President

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

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

- 1. PROJECT TITLE: Career Technical Education - Teacher Preparation Pipeline Grant
- 2. PROJECT DIRECTOR: Miki Mikolajczak
- 3. PROJECT ADMINISTRATOR: Jerilyn Chuman
- 4. GRANTOR AGENCY: California Community Colleges Chancellor's Office
- 5. FUNDING SOURCE: California Community College Chancellor's Office
- 6. STARTING AND ENDING DATES OF THE PROJECT: February, 2012 - June 28, 2013
- EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words): Preparing for a Career in 7. Teaching is funded for a fifth year through the Chancellor's Teacher Preparation Pipeline project to address the shortage of Math/Science based CTE teachers. TPP will develop/maintain articulation agreements and pathways and increase CTE Career awareness amongst professionals representing all industry sectors. Data collection will inform partners on program improvements, focus areas, curriculum design, and program continuity. The grant will be housed under Counseling Services and Special Programs. The Program will: 1) organize an annual Teacher Conference; 2) explore the possibility of creating a course to introduce students to the profession of college instruction; 3) offer CBEST preparation module(s) through community education; 3) develop an illustrative guide on linking HS career pathway(s) with the community college system and 4 year college pathway; and 4) recommend students enroll in/complete EDUC115, Secondary School Teaching.

#### 8. **SUMMARY BUDGET**

Award	Matching	Costs	Project Total
\$120,000	\$12,000	\$4,616	\$132,000
APPROVALS			

9.

Stuly Chungy Let 2012 - June 30, 2012		
Division/School Dean	Chancellor	_
I Durche'		
Vice President of Instruction	Vice Chancellor of Learning Services	
X10130	Election	
Director of Planning, Research & Grants	Director of Fiscal Services	

7. Sursett D

Revised: 9-10-01

ITEM: 5.14 DATE: 3/26/12

TO:

**Board of Trustees** 

FROM:

Gary L. Poertner, Chancellor

RE:

Saddleback College and Irvine Valley College: Speakers

**ACTION:** 

**Approval** 

#### **BACKGROUND**

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

#### **STATUS**

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

#### RECOMMENDATION

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

Item Submitted By: Dr. Tod A. Burnett and Dr. Glenn R. Roquemore, Presidents

#### SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

#### SADDLEBACK COLLEGE

Presentation Date	Faculty Member Course Title/Activity	Speaker Name	Topic	General Fund Honorarium/Travel
3/6/12 10:30am SSC212	April Cubbage-Vega / Women's and Gender Studies Advisory Committee Speaker's Series	Dr. D'Auria & Norma Cumpian	The Bars The Bound Me: Parole and Re-Entry	\$750 ASG Funds
3/8/12 3:30pm SSC212	Amira A. Wegenek / Psychology Speaker Series	Barbara Bucklin	Business Consulting and Industrial- Organizational Psychology	\$500 ASG Funds
3/10/12 7:15pm	Brandon Muresan / Mus 42	Donald Barra	Dvorak Symphony No. 9 Interactive w/Orchestra	\$300 Foundation Funds
3/30/12 12:00pm BGS 132	Malia Hill / Fashion a la Mode Event	Remy Villeno	Draping Workshop	\$200
3/30/12 12:00pm SSC146	Malia Hill / Fashion a la Mode Event	Beth Jones	Fashion Forecasting Workshop	\$200
3/30/12 12:00pm BGS 110	Malia Hill / Fashion a la Mode Event	Joselyn Koning	Coin Purse Sewing Workshop	\$200
3/30/12 12:00pm SSC144	Malia Hill / Fashion a la Mode Event	Michelle Riell	Hair Accessory	\$200
3/30/12 12:00pm BGS 104	Malia Hill / Fashion a la Mode Event	Nikolas Ambrose	Tie Die Workshop	\$200
3/30/12 11:00am SSC212	Malia Hill / Fashion a la Mode Event	Jamie Novick	Fashion Business Workshop	\$200

3/30/12 12:00pm BGS 119	Malia Hill / Fashion a la Mode Event	Jana Coke	Stylist Workshop	\$200
3/30/12 4:30pm SSC212	Malia Hill / Fashion a la Mode Event	Kelly McCoy	Fashion Show Speaker	\$400
4/6/12 10:30am SM313	Sara Sheybani / Science Lecture Series	Brian Leon	Saddleback College Alumnus who will speak on his current research endeavors.	\$500 ASG Funds
4/6/12 10:30am SM313	Sara Sheybani / Science Lecture Series	Russell Roberson	Saddleback College Alumnus who will speak on his current research endeavors.	\$500 ASG Funds
4/6/12 10:30am SM313	Sara Sheybani / Science Lecture Series	Robert Vogel	Saddleback College Alumnus who will speak on his current research endeavors.	\$1500 ASG Funds
4/23/12 12:00pm BGS254	Tom O'Leary / Art 20	Candace Weddle	Making Sense of Emperor Worship: Sensory Experience of Sacrifice	\$250

#### **RVINE VALLEY COLLEGE**

Presentation	Faculty Member			General Fund
Date	Course Title/Activity	Speaker Name	Topic	Honorarium/Travel
4/13/12	Robert Melendez	Keith Fulthorp	Individual Solution Strategies in	\$1,500, from
9am-3pm	IVC Counselor Retreat		Counseling	professional
Brandman				development funds
University				
5/11/12	Brenda Borron	Linda Adler-	Framework for Writing	\$500, from
3:30-7:30pm	Faculty Workshop: The Art of	Kassner	(NCTE/WPA/NCTE)	conference funds
PAC Auditorium	Articulation			
5/11/12	Brenda Borron	Katherine W. Clark	Academic Literacy (joint UC/CSU/CC	\$500, from
3:30-7:30pm	Faculty Workshop: The Art of		document)	conference funds
PAC Auditorium	Articulation			

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.15 DATE: 3/26/12

TO:

**Board of Trustees** 

FROM:

Gary L. Poertner, Chancellor

RE:

SOCCCD: Authorization of Payment to Trustee Absent from Board

Meeting

**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."

### **STATUS**

Trustee Tom Fuentes was absent from the February 27, 2012 board meeting due to medical reasons.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt resolution 12-09 (Exhibit A) authorizing payment to Trustee Fuentes who was absent from the February 27, 2012 meeting of the Board of Trustees.

Item Submitted By: Gary L. Poertner, Chancellor

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

# RESOLUTION AUTHORIZING PAYMENT TO TRUSTEE ABSENT FROM BOARD MEETING

### **RESOLUTION 12-09**

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 February 27, 2012, the Board of Trustees of the South

Orange County Community College District held a meeting; and

WHEREAS, Trustee Tom Fuentes could not be present at the meeting; and

WHEREAS, it was determined that Trustee Fuentes' absence was due to a hardship;

NOW, THEREFORE, BE IT RESOLVED that Trustee Tom Fuentes shall be paid at the regular rate of compensation for the meeting of the Board of Trustees held on Monday, February 27, 2012.

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.16 DATE: 3/26/12

TO:

**Board of Trustees** 

FROM:

Gary L. Poertner, Chancellor

RE:

SOCCCD: Trustees' Requests for Attending Conferences

**ACTION:** 

Approval

### **BACKGROUND**

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

### **STATUS**

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

### **RECOMMENDATION**

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

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
CCLC – 2012 Annual Trustees Conference Sheraton Marina San Diego, CA	5/4 -5/6/12 (2)	\$1,000.00	none	

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

ITEM: 5.17 DATE: 3/26/12

**TO:** Board of Trustees

FROM: Gary L. Poertner, Chancellor

**RE:** SOCCCD: GASB 43 & 45 Compliance Vendor Renewal Selection

**ACTION:** Approval

### **BACKGROUND**

Government Accounting Standards Board (GASB) Statement No. 45 (Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions) states that government agencies calculate and report the liabilities associated with providing Other Post Employment Benefits (OPEB). Additionally, GASB Statement No. 43 (Financial Reporting for Post-employment Benefit Plans Other Than Pensions) defines reporting requirements for OPEB trust funds

In November 2007, the District contracted with RPM Consultant Group (RPM) which specializes in GASB 43 & 45 compliance and program consulting on an on-going basis. In December 2007 the RPM consultant assisted the District with creating and sending a GASB compliance vendor selection RFP for administration, irrevocable trust, and investment management services. The RFP process resulted in the Futuris Plan sponsored by Keenan Financial Services (KFS) which includes Benefit Trust Company (BTC) and Morgan Stanley Smith Barney being selected for recommendation to the District's Board of Trustees for approval of GASB compliance services.

The District began GASB Statement No.45 reporting officially on May 28, 2008 when an Irrevocable Trust was created and the Trust was initially funded June 27, 2008. The 4 year term of the agreements with KFS and the other main vendors for GASB compliance services runs from the initial funding date of June 28, 2008 through June 27, 2012.

### **STATUS**

Since the District GASB compliance agreements have been in effect with KFS for 4 years with assets under management in excess of \$65 million, a decision to conduct a comprehensive due diligence GASB compliance renewal vendor comparison RFP by the District's Retirement Board of Authority (RBOA) was made. Chuck Thompson assisted the District with the RFP process as outlined in EXHIBIT A. The RFP committee selected the KFS "Futuris Plan" as the program to continue servicing the District's Irrevocable Trust.

The District's legal counsel Cindy Strom Arellano of Atkinson, Andelson, Loya, Ruud & Romo has reviewed the KFS proposed renewal agreements and has provided suggestions to improve the renewal documents which were determined to be acceptable to all parties. (EXHIBIT B).

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

The costs for the KFS agreement include an annual fee of \$1,200 and an asset based fee of .08% per annum of trust assets. The BTC agreement includes an annual fee of \$750, trustee fees of .12% per annum on trust assets, and investment management fees of .125% per annum on trust assets. These fees represent a 5.8% reduction from the prior year which results in an approximate savings of \$13,000. Based on current trust assets of \$66 million, the fees would be estimated at \$54,000 for KFS and \$162,450 for BTC. This is exclusive of investment fees.

### RECOMMENDATION

The Chancellor and the RBOA recommends the approval of the Keenan Financial Services (KFS) Futuris Plan renewal agreements. Those agreements include, the Futuris Public Entity Investment Trust Program Services Agreement (EXHIBIT C), and the First Renewal of the Futuris Trust Administrative Services Agreement (between Benefit Trust Company (BTC) and South Orange County Community College District) (EXHIBIT D).

### EXHIBIT A - GASB 43 & 45 Compliance Vender Renewal Selection Process

The District developed and sent out the RFP to request renewal GASB compliance proposals from 7 qualified vendors.

The vendors were: 1) CalPERS; 2) Community College League of California; 3) California School Boards/PARS; 4) Keenan Financial Services; 5) PFM Asset Management LLC; 6) Self Insured Schools of California (SISC) GASB 45 Trust; and 7). Wells Fargo. Three of the seven vendors (Vendors 2, 4 and 7) submitted proposals for consideration.

A GASB RFP vendor selection committee comprised of the Vice Chancellor of Business Services, the Vice Chancellor of Human Resources, the District Director of Fiscal Services, the Director of Fiscal Services at Saddleback College, and the Director of Fiscal Services at Irvine Valley College reviewed the three proposals. The comprehensive review was based on how well the proposals addressed the specific requirements outlined in the RFP. Below is a summary comparison of the three proposals. It was determined that the JPA environment did not suit the District needs due to diminished control over the investments and higher costs. The selection committee selected the remaining two vendors for interviews (Vendors 4 and 7).

Phone interviews were conducted with both vendors and included eight criteria to be addressed, including costs. A summary of plan features, trust structure, form of trustee, form of registered investment advisor, and plan demographics is provided below. After reviewing all data and compiling comments on rating sheets, the committee determined that it is in the "Best Interest" of SOCCCD to select the KFS "Futuris Plan" as the program to continue servicing the District's Irrevocable Trust.

## Futuris, Retiree Health Benefits Program and Wells Fargo **Vendor Net Annual Cost** 40% Stocks/60% Fixed Asset Allocation

Plan Name	Futuris	Retiree Health Benefits Program	Wells Fargo	
Plan Sponsor	Keenan Financial Services			
Asset Level	\$65 Million	\$65 Million	\$65 Million	
	Vendor "Net An Shown in Annu			
Fund Category	MF	MF	MF	
Net Annual Fees & Annual Expense Ratio	\$495,950	646,750	\$474,500	
Asset Allocation Equity/Fixed	40%/60%	40 %/60 %	40%/60%	
Target Rate of Return	7.0%	6.6%	6.5%	
	Net Actual R As of 9/30	-,		
Qtr	-7.78%	-5:73%	-6.21 %	
1yr	0.04%	2.40%	1.65 %	
3yrs	8.56%	5.86%	7.15 %	
5yrs	5.60%	3.24%	4.94 %	

## Futuris, Retiree Health Benefits Program and Wells Fargo Annual Basis Points (bps) Fees 40% Stocks/60% Fixed Asset Allocation

Plan Name	Futuris	uturis Retiree Health Benefits Program		
Plan Sponsor	Keenan Financial Services	Community College League of California	Wells Fargo Institutional Trust Co	
Asset Level	\$65 Million	\$65 Million	\$65 Million	
	Vendor "Net Anr Shown in Basis Points (			
Fund Category	MF	MF	MF	
Net Annual Fees & Annual Expense Ratio*	76,0 bps	105.5 bps	73.0 bps	
Asset Allocation Equity/Fixed	40%/60%	40%/60%	40%/60%	
Target Rate of Return	7.0%	7.0% 6.6%		
	Net Actual R As of 9/30			
Qtr	-7.78%	-5.73%	-6.21 %	
Lyr	0.04%	2.40%	1.65 %	
3yrs	8.56%	5,86%	7.15 %	
5yrs	5.60%	3.24%	4.94 %	

MF = Mutual Funds

<sup>\*</sup>Includes vendor fees and investment fees

# South Orange County Community College District GASB 43 45 Compliance RFP Vendor Comparison

Plan Name	Futuris	Wells Fargo	
Plan Sponsor	Keenan Financial Services	Wells Fargo Institutional Trust Co.	
Plan Features	Response	Response	
Substantive Plan Development and Maintenance	Yes	Yes/ No Experience	
Assistance with Substantive Plan Development	Yes	Yes/ No Experience	
Substantive Plan Documents Provided	Yes	Yes/ No Experience	
Liability Reduction Benefit Consulting	Yes	Yes/Limited/Fee	
Investment Policy Statement	Yes/Individual	Yes/Individual	
Portfolio Choice of Investment Objectives or Specific Asset Allocation Portfolios	Yes	Yes	
Custom Investment Platform Available	Yes	Yes	
Plan Investment Risk Tolerance Allocation Equity%/Fixed%	All Options	All Options	
Website Access for Trust Information Available to Employer and Employees	Yes	Yes	
Public Entity <u>GASB</u> Experience Sponsor	Yes	Yes/Limited	
Public Entity <u>GASB</u> Experience Partners	Yes	Yes/Limited	
Trust Structure	Response	Response	
RC 115 Trust	Yes	Yes	
rrevocable	Yes	Yes	
Revocable	Yes	No	
S-Employer	Yes	Yes	
Multi -Employer	No No		
JPA Structure	No	No	

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# **South Orange County Community College District GASB 43 45 Compliance RFP Vendor Comparison**

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Plan Name	Futuris	Wells Fargo	
Plan Sponsor	Keenan Financiai Services	Wells Fargo Institutional Trust Co.	
Form of Trustee	Response	Response	
Discretionary	Yes	Yes	
Directed	No	No	
Proprietary Funds Allowed in Investment Platform	No	Yes/Wells Fargo	
Form of RIA	Response	Response	
Discretionary	Yes	Yes	
Directed	No	No	
Prudent Man Investment Mitigation Fiduciary Structure	Yes	Yes	
Fiduciary Mitigation Structure in Addition to the Prudent Man	Yes	Limited/Conflict	
Plan Demographics	Response	Response	
Number of Trusts Created	27	2*	
Number of Trusts Funded	27	2	
Number of Community College Clients	14	1	
Estimated Assets Under Management	\$420 Million	\$85 Million	
Trust Company Owns Investment Manager	No	Yes	
IRS Private Letter Ruling (PLR) Provided	Yes/GASB-115	Yes/115	
GASB Brown Act Meeting Installation Support Experience	Yes	No	
Plan Receives Revenue Sharing Fees from Investments	No	Yes/Reduced Fees	
Plan Flexibility	Complete	Complete	

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EXHIBIT B – GASB 43 & 45 Compliance Vendor Selection Process Major Futuris Agreement and Fee Modifications:

Futuris Vendor Agreement Modifications:

Keenan Financial Services (KFS) Futuris Agreement

- (A) Section 1(n) of the KFS Services Agreement states that KFS will assist the District with preparing and submitting a request to the Internal Revenue Service ("IRS") for a Private Letter Ruling for the Substantive Plan. Changed the reference to the Substantive Plan to the Trust, not the Substantive Plan. The request should be for the IRS to determine that the Trust is an Internal Revenue Code ("IRC") Section 115 entity and, as such, that its earnings are exempt from tax. Additionally, changed the language in this section to provide that KFS will provide services to prepare and submit the initial request for a Private Letter Ruling ("PLR"), and to prepare and submit new requests for PLRs to the IRS as may be necessary based on amendments to the Trust, all at no cost to the District.
- (B) In Section 6(a) of the KFS Services Agreement, added provisions allowing for the KFS Services Agreement to be terminated (i) on the dissolution or insolvency of KFS or BTC, (ii) on the filing of a bankruptcy petition by or against KFS or BTC, or (iii) if either party reasonably interprets the application of any applicable law, rule, regulation, or court or administrative decision to prohibit the continuation of the KFS Services Agreement or cause a penalty to either party if the agreement is continued.
- (C) In the "Performance Guarantee" modified sentence which now states: "If the District is not satisfied with the services provided by the KFS Futuris Account Manager assigned by KFS, it may provide KFS with a written request for a new Account Manager and, within thirty (30) days of KFS's receipt of such request, KFS shall assign a qualified replacement account manager to the District's account."
- The agreement "Arbitration" clause has been replaced with the following language. The (D) purpose for the language modification was to clarify entire arbitration process and that arbitrator's decision is final. The parties agree that any dispute, claim or controversy concerning this Agreement or any dispute, claim or controversy arising out of or relating to the interpretation, construction, performance, or breach of this Agreement shall be settled by arbitration to be held in Los Angeles County, California in accordance with the then current rules as adopted by the national independent arbitration company selected by the party demanding arbitration, and by the California arbitration statutes, California Code of Civil Procedure §§1280 et seq. The dispute will be decided by a single The arbitrator may grant injunctions or other relief in such dispute or controversy. The arbitration shall allow for reasonable discovery as agreed to by the parties or as directed by the arbitrator. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. The prevailing party in the arbitration proceeding shall be entitled to recover reasonable costs, including attorney's fees, as determined by the arbitrator. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The arbitrator shall apply California law.

EXHIBIT B – GASB 43 & 45 Compliance Vendor Selection Process Major Agreement and Fee Modifications: (Continued)

### Benefit Trust Company (BTC) Futuris Agreement

- (A) Modified sections F-2 and F-3 of the BTC Services Agreement to delete the words "gross" before negligence and the words "willful" before misconduct. The new language will cover losses resulting from BTC's simple negligence and/or misconduct.
- (B) With respect to Section G-1 of the BTC Services Agreement, see Item (B) above. Same language is included in renewal BTC agreement. The term and termination provisions of both of these agreements are now similar.
- (C) In Section G-1(a) of the BTC Services Agreement, the word "both" which occurs in the ninth line of this subsection should be changed to "either" and the word "and" in the next to last line of this section should be changed to "or".
- (D) See Item (D) above pertaining to "Arbitration" language which is now similar in both agreements.

#### Futuris Fee Modification:

The annual combined fee for the Futuris vendors is decreased from 34.5 (bps) to 32.5 (bps) which is a 05.8% reduction of vendor fees for the renewal period of 5/12 to 5/16.

# FUTURIS PUBLIC ENTITY INVESTMENT TRUST PROGRAM SERVICES AGREEMENT

This Program Services Agreement (the "Agreement") is entered into as of \_\_\_\_\_\_, 2012 between Keenan & Associates ("Keenan"), and South Orange County Community College District ("Employer"), with reference to the following:

- A. Keenan has created the Futuris Public Entity Investment Trust Program (the "Program") to assist public entity employers with the establishment and maintenance of a trust for investment of funds to be used by public entity employers for the provision of retiree health and welfare benefits to participating employees and for other purposes determined appropriate by the Employer.
- B. Through the Program Employer has:
  - Established a trust (the "Trust") under the terms of a Trust Agreement ("Trust Agreement") that complies with the requirements of Section 115 of the Internal Revenue Code;
  - Established within the Trust a fund that is irrevocably designated for the payment of retiree health and welfare benefits to participating employees of the Employer, as required under Governmental Accounting Standards Board Statement Nos. 43 and 45 ("GASB 43 and 45");
  - Appointed a qualified trustee/custodian ("Trustee") who will appoint a Registered Investment Advisor ("Investment Advisor") for the Trust;
  - Appointed a board of authority ("Retirement Board of Authority") with authority to make decisions on behalf of the Employer with respect to the Program and the Trust;
  - Monitored the operations of the Trust and coordinate communications between the Employer, the Employer's outside accounting firm and the service providers to the Trust; and
  - Determined the actions necessary to comply with the financial reporting requirements for retiree health benefits and other post-employment benefits ("OPEB") obligations under GASB 43 and 45.
- C. Employer desires to continue to participate in the Program in order to retain the services of Keenan in connection with the maintenance of the Trust, and to retain the services of the Trustee to continue to administer the Trust pursuant to the First Renewal of the Trust Administrative Services Agreement ("Trustee Agreement"). Under the Trustee Agreement, the Trustee has appointed a Registered Investment Advisor to manage the assets of the Trust. Keenan, the Trustee and the Registered Investment Advisor are sometimes collectively referred to herein as the "Service Providers."

### NOW, THEREFORE, the parties agree as follows:

- 1. Services Provided By Keenan. Employer hereby engages Keenan, and Keenan hereby accepts the engagement, to provide the following services to Employer with respect to the Program and the operation of the Trust during the term of this Agreement:
  - a. Referral to Service Providers. The Futuris comprehensive program includes referrals to organizations handling:
    - (1) actuarial services,
    - (2) trustee, custodial and investment management services,
    - (3) financial auditing,
    - (4) bond underwriting, and
    - (5) such additional services as Employer may request.
  - b. Facilitate Actuarial Study. Keenan will assist and coordinate with the Employer to enlist the services of an actuary (the "Actuary"), at the Employer's expense, to conduct an actuarial study for determining the funding needs for OPEB obligations through a Trust. Keenan will provide the following services in connection with the actuarial study, and such other related services as Employer reasonably requests:
    - (1) consult with Employer to develop the actuarial assumptions provided to the Actuary in order to meet GASB compliance criteria,
    - (2) coordinate communications, if necessary, between the Actuary and the Employer for the completion of an actuarial evaluation for determining the OPEB obligations and provide the Actuary with information on OPEB obligations which is required for the Actuary to prepare an actuarial study with meets the requirements of GASB 43 and 45,
    - (3) consult with the Employer to review the analysis of the initial and on-going GASB compliant actuarial studies, and
    - (4) consult with the Employer in an evaluation of Employer's funding needs based on the actuarial studies.
  - c. Governing Board Meetings. Keenan will participate in Employer Governing Board Meetings to the extent requested by Employer in order to explain the requirements of GASB 43 and 45 and the operation of the Program.
  - d. Retirement Board of Authority Consulting. Keenan will consult with the Retirement Board of Authority as to operational and coordinating issues that may arise between the Retirement Board of Authority, the Trustee and/or the Investment Advisor. Keenan will work with the Retirement Board of Authority to assist with ensuring that the Retirement Board of Authority meetings are conducted in compliance with the Brown Act.

- Administrator to Retirement Board of Authority. Keenan will assist the Employer to conduct the Retirement Board of Authority meetings, in a manner consistent with the Brown Act. These functions are to include:
  - a. preparing Retirement Board of Authority meeting agendas and cover pages,
  - b. taking meeting minutes and provide to the Board upon completion,
  - c: assisting with communication to all Board Members as necessary and requested by the Board, and
  - d. facilitating the action items resulting from the Retirement Board of Authority meetings.
- f. Assistance with Maintenance of Trust. Keenan's services in connection with maintenance of the Trust will consist of the following:
  - (1) communication with the Employer's Governing Board regarding the structure and operation of the Futuris Program,
  - (2) communication with the Retirement Board of Authority regarding the maintenance of the Trust, and
  - (3) assistance to the Employer with the preparation and submission to the Internal Revenue Service for a Private Letter Ruling for the Trust, at no additional expense to Employer.
- Assistance with Revisions to Trust Agreement. To the best of Keenan's knowledge and belief, the Trust has been created in compliance with Section 115 of the Internal Revenue Code, as amended, and other applicable legal guidelines, including GASB 43 and 45 and such other embodying regulations thereunder, as well as applicable provisions of state law. In the event that revisions to the Trust Agreement are required in order to assure legal compliance with GASB 43 and 45 and applicable provisions of state law, and so that a Private Letter Ruling may be obtainable from the Internal Revenue Service, Keenan will, at no cost to the Employer, work with the Trustee to ensure such revisions are made. Keenan will endeavor to keep Employer advised of revenue rulings, legislation, and other changes in law that it becomes aware of that may impact the Trust Agreement.
- h. Funding Methods. Keenan will discuss with the Employer the methods by which the Trust could be funded.
- i. <u>Coordinate Meetings with Service Providers</u>. Keenan will coordinate meetings between the Employer and the Trustee and Investment Advisor and facilitate any additional or ongoing meetings that may be required.
- j. Education on GASB 43 and 45 Requirements. Keenan will conduct, in conjunction with the Employer, group education sessions as needed to inform all stakeholders of the GASB 43 and 45 liabilities.

- k. Service Provider Audit. Keenan will assist and coordinate with the Employer's selected independent auditor to conduct an audit of the Service Providers related to the District's GASB 43 & 45 compliance requirements. Keenan will provide a credit of up to \$5,000 for the compensation of the auditor.
- l. <u>Comprehensive Compliance Plan</u>. Keenan will assist Employer to maintain a Comprehensive Compliance Plan which documents and demonstrates (i) the steps taken by Employer to address OPEB costs and (ii) the steps taken by Employer to meet its and its designated officers' fiduciary duties. The major components of the Compliance Plan may include:
  - (i) Plan Agreements, Resolutions and Statements
  - (ii) Documents detailing financial structure of trust
  - (iii) Up-to-date financial reports on the trust
  - (iv) Educational materials
  - (v) Retirement Board of Authority Meeting Agendas and Minutes
  - (vi) Documents detailing submission of Trust for Private Letter Ruling

    Keenan will thereafter on an annual basis assist Employer to review the

    Comprehensive Compliance Plan and to make such necessary changes and
    updates are made as required and that are requested by the Employer.
- m. <u>Substantive Plan</u>. Keenan will assist Employer to maintain a well-designed Substantive Plan. The major components of the Substantive Plan may include:
  - (i) Summary of Coverage and Eligibility for underlying OPEB plans
  - (ii) Communications Between Employer and Plan Members
  - (iii) Communications Between Employer and Plan Members
  - (iv) Historical Practice Patterns
  - (v) Funding Plan
  - (vi) Amendments and Updates as Changes are Made

Keenan will thereafter on an annual basis assist Employer to review the Substantive Plan and to make such necessary changes and updates are made as required and that are requested by the Employer.

n. Private Letter Ruling. At the request and at no additional cost of Employer, Keenan will continue to assist Employer to submit its Trust for a private letter ruling from the Internal Revenue Service. Keenan will be responsible for paying the user fee and all other fees associated with such Private Letter Ruling request. Should a substantive change be made to the Trust such that its tax status under Section 115 of the Internal Revenue Code could reasonably be expected to change, Keenan will assist the Employer to resubmit its Trust to the Internal Revenue Service for a private letter ruling, at no additional cost of Employer.

- o. Review of Actuarial Discount Rate Assumption. Keenan will consult with Employer and will work with the actuary in helping the Employer confirm that the discount rate is consistent with the investment return recommendations for funds held in the Trust.
- p. Assistance with Preparation of Required Supplemental Information Schedules. Keenan will assist Employer with the preparation of any required supplemental information schedules necessary for Employer's financial statements to comply with GASB 43 and 45.
- q. Maintenance of a Futuris Administrative Guide. Keenan will prepare, deliver and review with the Employer relevant updates to the guide-book to the administration of the Futuris Investment Fund Program. Keenan will also review the Futuris Administration Guide with all replacement staff and other interested parties of the District as necessary.
- 2. Other Services Provided by Trustee and Investment Adviser. Keenan will not provide trustee, custodial, investment management or securities broker services to Employer in connection with the creation, implementation or operation of the Trust. These services will be provided by the Trustee and Registered Investment Advisor under separate agreements between Employer and the Trustee.
- 3. Optional Keenan Consulting Services. Keenan offers a separate consulting agreement with services that could include, but are not limited to:
  - (1) assistance in analyzing the Employer's retiree and active employees' health and welfare Plans,
  - (2) assistance with the review of Employer's past policies and practices with respect to the funding and payment of retiree health and welfare benefits,
  - (3) assistance in reviewing possible GASB liability modifications,
  - (4) work with the Employer in analyzing additional methods by which OPEB liabilities can be reduced, and, in conjunction with any or all of the above,
  - (5) assistance in determining final modified GASB liability for funding by the Employer.
- 4. <u>Employer Responsibilities</u>. Throughout the term of this Agreement, Employer or its duly appointed Retirement Board of Authority shall do the following:
  - a. Accurate Information. Provide accurate and timely information to the appropriate Service Providers concerning the Plan provisions, participating employees, costs, anticipated retirement dates of employees, and other relevant information necessary, in the requested format, for the Service Providers to provide services to Employer.
  - b. Authorized Board. Appoint the Retirement Board of Authority that is to be authorized to exercise authority on behalf of the Employer under the Program, and replace members of the Retirement Board of Authority as vacancies arise. The Retirement Board of Authority will have decision-making authorization in accordance with

Government Code §§54950 et seq. (the "Brown Act"), with respect to the Trust on behalf of the Employer. The Retirement Board of Authority will in that capacity continue to perform the following functions:

- i. direct the Trustee,
- ii. complete a risk tolerance questionnaire conducted by the Registered Investment Advisor, and
- iii. select a portfolio of investments option that meets its long-term objectives.
- c. Maintain Trust and Related Agreements. Retain in effect a Substantive Plan, Adoption Agreement, Trust and Investment Policy Statement, and such other agreements as may be required for the Trust to validly invest its assets, to meet the requirements of Section 115 of the Internal Revenue Code and any applicable California Code, and to comply with the requirements of GASB 43 and 45 with respect to those assets of the Trust that are designated for funding Plan obligations.
- d. <u>Health and Welfare Plan Decisions</u>. Make discretionary decisions relating to each Plan including, but not limited to, determining eligibility status of employees and their dependents under each Plan, determining eligibility and amount of benefits payable to Employees under each Plan and interpreting Plan provisions.
- e. Decisions Related to Trust. Make all decisions relating to the Trust, it being acknowledged by Employer that Keenan shall have no authority or obligation to make any decisions regarding the Trust, contributions to be made to the Trust, obligations owed by Employer under its Plans, investments to be made by the Trust, or any other matters related to the Trust, all of which decisions shall be made by Employer or its agents under separate agreements with those agents.
- f. Contributions to Trust. All contributions or funding by Employer to comply with OPEB obligations and GASB 43 and 45 requirements shall be made pursuant to the Program into the Trust.
- g. Payments to Participants. Direct the Trustee to make payments to, or on behalf of, participants and/or their dependents of amounts payable to them under the terms of each Plan.
- h. Payments to Intermediaries. Direct the Trustee to make payments to intermediaries that provide coverage to participants of the Plan.
- 5. Compensation of Keenan. For the services provided by Keenan pursuant to this Agreement, Keenan shall receive the compensation described in Keenan's Fee Schedule which is attached to this Agreement as Attachment A. Keenan' fee schedule shall be subject to change from time to time with a 30-day written notice to Employer. If Employer objects to Keenan's change to the Fee Schedule in writing within 30 days, the prior Fee Schedule will remain in effect until such time as Keenan and Employer come to an agreement on a change to the Fee Schedule, or if no agreement can be reached, until the end of that term. Employer acknowledges and agrees and hereby instructs the Trustee to pay to Keenan out

of assets held in the Trust the compensation that is due to Keenan under this Agreement. In the event the Trustee fails to or is unable to pay Keenan out of the Trust assets, Client shall promptly pay to Keenan the outstanding compensation that is due.

Employer acknowledges and agrees that Investment Advisor and the Trustee will each provide separate services on behalf of the Trust, and will each be compensated for and be responsible for their services in accordance with the terms of the written agreements of Employer and the Trustee. Employer further acknowledges that the Actuary will provide separate services to Employer and will be compensated for and be responsible for its services in accordance with the terms of the written agreement between Employer and the Actuary. Keenan shall only be responsible for providing to Client the specific services included in this Agreement and under no circumstances shall Keenan be responsible or liable for the services provided by the other Service Providers or the Actuary.

#### 6. Term and Termination.

- a. The initial term of this Agreement shall begin on the date hereof and shall continue for forty-eight (48) months. This Agreement shall be extended automatically for additional one (1) year periods thereafter ("Renewal Term") unless either party gives the other a 90-day written notice, before the end of the current term, of its intent to terminate this Agreement, or unless this Agreement is terminated as otherwise provided in this Agreement. This Agreement may also be terminated (i) upon a breach by one party of a material term or covenant in this Agreement, if the non-breaching party provides written notice of any such breach to the breaching party and its election to terminate this Agreement, and such breach is not cured within 15 days (or such longer reasonable period, not to exceed 60 days, as may be required to effect a cure) after the date of such written notice of breach and termination, (ii) on the dissolution or insolvency of Employer, Keenan or Trustee, (iii) on the filing of a bankruptcy petition by or against Employer, Keenan or Trustee, (iv) if either party reasonably interprets the application of any applicable law, rule, regulation, or court administrative decision to prohibit the continuation of this Agreement or cause a penalty to either party if the Agreement is continued, or (v) by the Employer, on thirty (30) days written notice, if either of the following conditions occur: (1) a universal healthcare system goes into effect in the State of California or the United States which expressly eliminates the Employer's obligations to pay any party for its contractual OPEB commitments, or (2) the Employer obtains a current actuarial valuation of the Trust confirming that there is no remaining OPEB liability. The waiver by a party of the other party's breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by such party, nor does such party waive its rights to seek future remedy for a previous breach.
- b. Notwithstanding the provisions of Section 6(a), either party may terminate this Agreement on the occurrence of the following events, provided that the terminating party gives the other party ninety (90) days advance written notice for such termination:
  - i. The termination of the Futuris Trust Administrative Services Agreement; or

- ii. The receipt of the District of a ruling from the IRS that the Plan and/or the Trust do not meet the requirements of Internal Revenue Code Section 115 and/or that, as such, the earnings of the trust are not exempt from tax, and such adverse ruling is not reversed before the ninety (90) day notice period has elapsed.
- 7. Representations. Keenan and Employer make the following representations and warranties:
  - a. Keenan Representations. Keenan represents and warrants that it has full right, authority, power and capacity to enter into, execute and deliver this Agreement and each agreement, document and instrument to be executed and delivered by Keenan pursuant to this Agreement and to carry out the transactions contemplated hereby and thereby. This Agreement and each agreement, document and instrument executed and delivered by Keenan pursuant to this Agreement constitutes a valid and binding obligation of Keenan, enforceable in accordance with their respective terms. The execution and delivery by Keenan of this Agreement and the performance of the transactions contemplated hereby have been duly and validly authorized by all necessary action under its organizational documents and under any agreement applicable to Keenan and do not require any notice to, consent from, or filing with, any third party.
  - b. Employer Representations. Employer represents and warrants that it has full right, authority, power and capacity to enter into, execute and deliver this Agreement and each agreement, document and instrument to be executed and delivered by Employer pursuant to the Program and to carry out the transactions contemplated hereby and thereby. This Agreement and each agreement, document and instrument executed and delivered by Employer pursuant to the Program constitutes a valid and binding obligation of Employer, enforceable in accordance with their respective terms. The execution and delivery by Employer of this Agreement and the performance of the transactions contemplated hereby have been duly and validly authorized by all necessary action under its organizational documents and under any agreement applicable to Employer and do not require any notice to, consent from, or filing with, any third party.

### 8. <u>Indemnification</u>.

- a. If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, demands, actions, liabilities or costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach.
- b. Each party shall fully indemnify, defend and hold harmless the other party and their respective agents, representatives and employees from all claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with the indemnifying party's negligence or willful misconduct with respect to their obligations or services to be provided under this Agreement. This section shall extend to claims occurring after this Agreement is terminated as well as while it is in force.
- 9. Relationship with Other Service Providers.

Employer acknowledges that Keenan has devoted substantial time and effort to the development of the Program, and that Keenan has entered into arrangements with other Service Providers in order to provide an integrated service platform to Employer with service levels and features based upon Keenan's understanding of the needs of public entity employers. Employer therefore agrees that Employer will not, for a period of one year following the expiration of the term of this Agreement or the termination of this Agreement (unless such termination occurs as a result of Keenan's breach of this Agreement), retain the services of a Service Provider (then providing services to Employer pursuant to the Program) in connection with the Trust or the contribution and/or investment of funds designated for payment of Employer obligations under its Plans.

#### 10. General Provisions.

- a. Privacy of Employer Information. Keenan acknowledges that in the course of carrying out its duties under this Agreement, it may receive confidential information relating to Employer. Keenan agrees that neither it nor its agents will use such information beyond the purpose for which it was provided or disclose such confidential information to other parties, other than the other Service Providers, as required for Keenan and the other Service Providers to fulfill their respective responsibilities as stated in this Agreement, the Trust, and the agreements between Employer and the Trustee, except to the extent required by the Internal Revenue Service, by law, or with the consent of the Employer. Additionally, Keenan, its agents or affiliates agree to take appropriate steps to secure such confidential information from misuse or unauthorized disclosure. The obligations of this Section shall survive termination of this Agreement. Keenan further agrees that such confidential information will remain the property of Employer and Keenan will return the confidential information and all copies thereof (other than confidential copies that Keenan may be required to retain to demonstrate its performance under this Agreement) to the Employer upon request or termination of this Agreement.
- b. Consent to Provide Keenan Access to Information. Employer hereby agrees that, for the purpose of allowing Keenan to perform its services under this Agreement, the Employer agrees to release to Keenan all information necessary for the actuarial study and Keenan shall have access to and receive copies of all reports, correspondence and communications sent or furnished by Trustee, Investment Advisor to or from the Employer in connection with the Program. Specifically, Keenan shall have access to Trust information on the website maintained by Trustee for the Trust. In addition, Employer agrees to provide Keenan with the most current actuarial study on file as defined by GASB 43 and 45.
- c. Proprietary and Confidential Information. Employer acknowledges that it may receive certain information with respect to the business practices and records of Keenan which may be confidential in nature ("Information"). Employer agrees that such Information is proprietary and confidential and shall not be disclosed or used for any purpose other than as necessary in connection with this Agreement, unless such disclosure is required pursuant to an order of a court of competent jurisdiction, by law, or Keenan agrees in writing to such disclosure. The confidentiality and non-disclosure obligations of this Section shall survive termination of this Agreement. Employer further agrees that

Information will remain the property of Keenan and to return the Information and all copies thereof to Keenan upon request or upon termination of this Agreement.

- d. <u>Insurance</u>. Keenan shall procure and maintain to the extent available on reasonable terms the following minimum insurance coverages during the Term and shall provide certificates of insurance to Employer upon Employer's request:
  - i) Workers' Compensation. Workers' Compensation Insurance in conformance with the laws of the State of California and applicable federal laws.
  - ii) Bodily Injury, Death and Property Damage Liability Insurance. General Liability Insurance (including motor vehicle operation) with a One Million Dollars (\$1,000,000) limit of liability for each occurrence and a Two Million Dollars (\$2,000,000) aggregate limit of liability.
  - iii) Professional Liability Insurance. Professional Liability Insurance with a One Million Dollars (\$1,000,000) limit of liability for each occurrence and a Two Million Dollars (\$2,000,000) aggregate limit of liability.
  - iv) Fidelity Insurance. Fidelity Insurance with a One Million Dollars (\$1,000,000) limit of liability for each occurrence and a Two Million Dollars (\$2,000,000) aggregate limit of liability.
- e. <u>Invalidity</u>. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any of the other provisions of this Agreement, all of which shall remain in full force and effect.
- f. Complete Agreement: Amendments. This Agreement contains the entire understanding between the parties related to the subject matter covered by this Agreement and supersedes all prior and collateral statements, proposals, presentations, communications, reports, agreements or understandings, if any, related to such matters. No modification or amendment to any provision hereof shall be binding unless in writing and signed by authorized representatives from both parties.
- g. Waivers. No failure or delay in exercising any right, power or privilege under this Agreement shall be construed as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.
- h. Third-Party Beneficiaries. Notwithstanding any provision herein to the contrary, this Agreement is not intended and shall not be construed as creating or conferring any rights or remedies on any third parties that are not parties to this Agreement. Enforcement of any remedy for breach of this Agreement may only be pursued by the parties to this Agreement.
- i. Notices. Any written notices required by the terms of this Agreement shall be sent by certified mail (or other form of guaranteed delivery) to the address of the Party given below:

Employer:

the address set forth on the signature page

Keenan:

Keenan & Associates

Attn: General Counsel 2355 Crenshaw Blvd. Suite 200 Torrance, CA 90501-3325

- j. Force Majeure. Neither party shall be held responsible for the delay or failure to perform services or obligations under this Agreement when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or any public enemy, unusually severe weather, failure or malfunction of any electronic, electric or mechanical equipment, legislative or regulatory acts of any public authority, delays or defaults caused by any public carriers, or other circumstances which cannot reasonably be forecast or provided against.
- k. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.
- 1. Assignment: Successors. This Agreement may not be assigned by either party without the prior written consent of the other party. The terms and conditions of this Agreement apply to the parties, their heirs, executors, administrators, successors, and permitted assigns.
- m. Dispute Resolution. The parties agree that any dispute, claim or controversy concerning this Agreement or any dispute, claim or controversy arising out of or relating to the interpretation, construction, performance, or breach of this Agreement shall be settled by arbitration to be held in Los Angeles County, California in accordance with the then current rules as adopted by the national independent arbitration company selected by the party demanding arbitration, and by the California arbitration statutes, California Code of Civil Procedure §\$1280 et seq. The dispute will be decided by a single arbitrator. The arbitrator may grant injunctions or other relief in such dispute or controversy. The arbitration shall allow for reasonable discovery as agreed to by the parties or as directed by the arbitrator. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. The prevailing party in the arbitration proceeding shall be entitled to recover reasonable costs, including attorney's fees, as determined by the arbitrator. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The arbitrator shall apply California law.
- n. Scope of Services Rendered: Other Plans. The parties specifically agree and recognize that Keenan is a service provider to Employer and is not providing tax, accounting or legal advice to Employer. The parties understand that Employer is responsible, together with its legal counsel, for the continued qualification of the Trust in accordance with Section 115 of the Code and for operation of the Trust as required by provisions of the State Government Code and all other applicable law. Keenan shall have no responsibility whatsoever with regard to any other qualified or non-qualified employee benefit plans maintained by Employer other than as provided in this Agreement or as in any other written agreement entered into between Keenan and the Employer. Keenan shall further have no responsibility or liability for any services provided by the Actuary, Trustee, Registered Investment Advisor or any other service provider to the Trust or

Employer in connection with the Program, and shall be responsible solely for the services described herein which Keenan has agreed to provide to Employer.

- o. <u>Legal Fees</u>. In the event of any dispute relating to this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs, including but not limited to, those incurred in resolving the dispute.
- p. <u>Construction</u>. Any rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, or any amendments or exhibits hereto.
- q. Interest on Overdue Payments. All payments and invoices are due and payable upon presentation by Keenan. In the event Employer fails to pay any invoice within thirty days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1-1/2 percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.
- r. Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts and by facsimile signatures, which will be effective as if original signatures.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party.

	SOU	THO	RAN	GE	CO	UNTY	
CON	IIMN	NITY	COL	JE	GE	DICTR	TCT

### **KEENAN & ASSOCIATES**

y:		Ву:	
itle:		Title:	
.ddres	s for Notice:		

(Updated as of 120313)

28000 Marguerite Parkway Mission Viejo, CA 92692

# Futuris Keenan Financial Service (KFS) Fee Schedule

The fees below cover all Futuris services provided by Keenan Financial Services.

- 1. The Annual Fee is \$1,200.00, paid in twelve monthly installments of \$100.00 from the assets in the Trust.
- 2. The Asset Based Fee is measured in Basis Points ("BPS") with 1 BPS equal to .01% of the Assets in the Trust. The Asset Based Fee will be 8 BPS.
- 3. The Asset Based Fee applies to all assets in the Trust, and will be calculated and paid on a monthly basis. Each calculation will be performed on a designated day of the month "Calculation Date." The amount of the monthly payment due will be equal to: (assets in trust on Calculation Date) x (BPS rate) ÷ 12.
- 4. Asset based fees are in addition to mutual fund expense ratios that are incorporated into the net asset value of the mutual funds. No other fees, include 12(b)(1) fees and Sub-TA fees, will be charged by Keenan Financial Services.

# FIRST RENEWAL OF THE FUTURIS TRUST ADMINISTRATIVE SERVICES AGREEMENT

This First	Renewal of the Trust	Administrative Services Agreement ("Renewal Agreement"),
dated this		, 2012, is between Benefit Trust
Company	("BTC") and South	Orange County Community College District ("Employer")
with refer	ence to the following:	

- A. General Purposes. On May 28, 2008, the Employer duly adopted the Futuris Public Entity Investment Trust (hereinafter the "Trust"), to be used for the funding and payment of its obligations under employee benefit plans (the "Plan") that provide retiree health and other postemployment benefits (referred to as "OPEB Liabilities") to eligible employees and their dependents, and for other purposes determined to be appropriate by the Employer. The Retirement Board of Authority appointed BTC as trustee, and BTC agreed to perform services as specified in the Futuris Trust Administrative Services Agreement ("Agreement") executed on that date. The Employer and BTC, for adequate consideration, hereby affirm and adopt the following renewal to that Agreement.
- B. Services Provided By BTC. Upon the signing of this Renewal Agreement, both parties affirm the terms of the South Orange County Community College District Futuris Public Entity Investment Trust as executed on May 28, 2008. BTC reaffirms its commitment to serve as a discretionary trustee, with fiduciary oversight and authority over the operations and management of the Trust as specified therein and related to the following:
  - 1. Compliance. BTC shall administer the Trust document, and any applicable documents and amendments, and contributions received from the Employer in Trust in a manner intended to comply with the requirements of Section 115 of the Internal Revenue Code (the "Code"), as amended, and other applicable legal guidelines, including Governmental Accounting Standards Board Statement Nos. 43 and 45 and such other embodying regulations thereunder, as well as applicable provisions of state law that govern the investment of excess funds for approved governmental purposes.
  - 2. Maintenance of Separate Accounts. BTC shall maintain within the Trust a fund, or funds as applicable: One separate fund, or funds, as applicable (the "Trust Fund"), shall hold funds irrevocably designated for the payment of retiree health and welfare benefits or other similar OPEB Liabilities, including applicable fees and expenses, as reported and impacted by applicable legal requirements, including Governmental Accounting Standards Board Statement Nos. 43 and 45. The disbursement of any monies from the Trust Fund or Funds (as defined in the Trust Agreement and referred to collectively herein as "Accounts") shall only be made by BTC as provided for and in accordance with the terms of the Trust.
  - 3. Custodian. BTC shall serve as the custodian, or shall have the authority to delegate the responsibility for same to a sub-custodian, as applicable, of all assets

of the Trusts, to which it shall retain responsibility for the titling and ownership (including registration of assets in nominee name, if required under applicable law) of all contributions, earnings or other assets held in the Trust. capacity, BTC shall receive contributions from the Employer and shall further agree to allocate all contributions to one or more Accounts as designated by the Employer, including allocation into one or more Trust Fund Accounts within three (3) business day following the later of the date such contributions were received or the date on which the BTC is notified where such funds are to be allocated. In such capacity, BTC shall hold all Trust funds in the designated Accounts and allocate any income earned thereon in the manner set forth by the terms of the Trust. If the Trustee or any sub-custodian receives any contributions or other amounts from the Employer after any applicable trading deadline or receives such contributions without any further designation of the amount or Accounts to which such amounts should be allocated, or the allocation instructions are incorrect, the Trustee shall deposit all such amounts received to the Trust Fund in a default investment vehicle established by the Trust, until the Employer's investment direction can be properly completed. If, after a period of thirty (30) days the Trustee is unable to obtain revised instructions from the Employer, the Trustee shall return all such previously-deposited amounts to the Employer, including allocated earnings therein.

- 4. **Investment Management and Monitoring**. BTC shall have oversight and authority to:
  - Appoint and monitor an investment manager (the "Investment Manager"), who shall be selected by BTC to have discretionary authority and responsibility to manage the Accounts, and shall have full investment authority and discretion, on behalf of the Accounts, to purchase, sell and trade in securities of all types, including cash and cash equivalents, in such amounts, at such prices, and in such manner as it may deem advisable, subject to applicable laws, including applicable provisions of any governing state laws or regulations, as well as this Renewal Agreement, the established Investment Policy Statement approved by the Retirement Board of Authority, and such other guidelines, policies and restrictions applicable to each Fund Account;
  - Assist in the modification of a written Trust Investment Policy Statement for the review and approval of the Retirement Board of Authority and the District's Governing Board ultimate approval;
  - c) Maintain authority and access, as well as the ability to delegate the authority of same, to all Accounts and applicable transaction information to monitor the operations of the Trust and investment of the Accounts in accordance with Investment Policy Statement requirements;
  - d) After consultation with the Retirement Board of Authority, BTC shall terminate and replace the Investment Manager under circumstances and procedures outlined in the Trust and separate investment management agreement between BTC and the Investment Manager.

- 5. Accounting and Reporting Transactions. BTC shall maintain accurate records of all financial transactions in accordance with the written terms and conditions of the Trust. Unless circumstances dictate otherwise for which the Retirement Board of Authority would be duly notified, account statements will be delivered to Retirement Board of Authority no more than twenty (20) business days after the valuation period ends.
- 6. **Customer Service**. BTC shall provide customer service support that shall include:
  - a) Internet Access to Accounts. BTC shall provide the Retirement Board of Authority with secure, online, 24-hour a day, Internet access to Trust account financial information that shall include daily access to all assets held in each Fund Account, contributions received, current asset valuation information and other transactions and expenditures allocated to each fund
  - b) Telephone Response Team. BTC shall be available between the hours of 8 a.m. and 5 p.m. Central Time, Monday through Friday, and shall further provide and maintain adequate staff, to receive telephone inquiries and respond to questions from the Retirement Board of Authority or any authorized representative of the Employer. BTC representatives will either make every reasonable effort to respond to any questions or inquiries or shall redirect such questions or inquiries to the appropriate party for further response.
  - Meetings and Teleconferences. BTC shall make itself available, on an as needed and commercially reasonable basis, to meet with or participate in applicable teleconference communication with the Employer, Retirement Board of Authority, or other appropriate representatives for informational meetings or other necessary business requirements. Any face-to-face meetings that are deemed necessary between the parties shall be arranged for a mutually agreeable time.
- 7. **BTC Duty of Care**. In exercising its discretionary duties and responsibilities as Trustee as otherwise set forth herein, BTC shall act in accordance with the Uniform Trust Code, as amended, including the obligation to administer the Trust as a prudent person would, by considering the purposes, terms, distribution requirements, and other circumstances of the Trust, and through exercising reasonable care, skill and caution dictated under the then-existing circumstances.
- C. Additional Services. In addition to the services otherwise provided as referenced above, BTC shall perform other services as agreed to in writing between the parties with such services and applicable fees being determined separately as delineated on the Fee Schedule attached to this Renewal Agreement as "Schedule A", which shall supersede the Fee Schedule attached to the original Agreement as "Exhibit C". Such Schedule A may include:

- 1) Administration and processing of benefit claims from the Plan Administrator, as it relates to Trust Fund assets;
- 2) Preparation of Employer-requested reports, other than those generally provided pursuant to this Renewal Agreement;
- 3) Specialized customer service, other than the services to be provided pursuant to this Renewal Agreement;
- 4) Maintenance of other specialized Employer records beyond those specified within this Renewal Agreement; and
- 5) Such other services agreed to between the parties.
- **D.** Responsibilities of the Retirement Board of Authority. During the term of this Renewal Agreement, the District and/or the Retirement Board of Authority as applicable based on binding resolution or other similar authority as communicated to the Trustee by the applicable party, will be responsible for the following Trust administration activities:
  - 1. Abide by the terms of the Trust, which it adopted through the signing of the Adoption Agreement, as well as adopt the Investment Policy Statement, a sample of which is attached as "Exhibit D" to the original renewal Agreement, and provide copies of such documents to BTC and Investment Manager.
  - 2. Facilitate any efforts and processes necessary to ensure the Plan Administrator executes applicable written agreements providing any required consent to compliance with the terms of the Trust or any other corresponding documentation.
  - 3. Determine the amount of any annual contributions and deliver contributions and allocation instructions to BTC in a timely manner in accordance with Trust provisions and applicable state or federal regulations.
  - 4. Hold periodic meetings of the Retirement Board of Authority, for the purpose of reviewing investment performance and compliance with Investment Policy Statement guidelines, as well as engage in annual review and analysis of any applicable modifications to the Investment Policy Statement through meetings and discussions with the Investment Manager and Trustee, as applicable.
  - 5. Provide on a timely basis any necessary Plan participant information to BTC to include personal identification information (including social security numbers), in formats specified by the BTC, as well as all other information as required for BTC or any delegated Investment Manager to perform services under this Renewal Agreement.
  - 6. Provide names of individuals authorized to act on behalf of the Trust in writing, including all applicable Plan Administrators and their Authorized Representatives, as well as notify BTC and the Investment Manager in writing of any changes as soon as a successor is designated.

- 7. BTC and any delegated Investment Manager shall be entitled to rely upon the accuracy and completeness of all information furnished to them by the Retirement Board of Authority or by any person designated to act on behalf of the Retirement Board of Authority.
- E. Fees for Trust Administration Services. Retirement Board of Authority will pay BTC (including applicable fees to be paid to Investment Manager by BTC) the fees and other allowable expenses set forth in the Fee Schedule attached hereto as "Schedule A". Subject to the mutual agreement between the parties, BTC and the Investment Manager retain the right to change fees for service from time to time upon 30 days written notice to Retirement Board of Authority. In the event the Retirement Board of Authority rejects a fee change by sending written notice to the Trustee prior to the date such fee change is to become effective, the current fee schedule shall remain in effect through the end of the current contract term.

### F. Responsibility for Errors: Indemnification

- 1. Retirement Board of Authority will promptly notify BTC of any errors or omissions in information supplied by Employer, its agent or other representatives. In such event, BTC's sole obligation, to the exclusion of any other obligation or remedy for damage or loss, including special or consequential damages, shall be to use its reasonable efforts to correct any resulting errors in any information, records or in any reports it has prepared for Retirement Board of Authority (including filing amended returns, if required), or any other errors that have been identified by the Employer or its representatives.
- BTC and its officers, directors, employees and other representatives (collectively 2. referred to as a "BTC Indemnified Person") shall be fully protected and indemnified, defended and held harmless by Employer, in relying upon information, direction or instructions received from an Authorized Representative as provided in the Trust, which instructions or directions BTC reasonably believes to be authentic and issued by an Authorized Representative. Should it become necessary to perform some act hereunder and there is neither direction in the Trust nor information or instructions from the Retirement Board of Authority, the Employer on file with BTC relating thereto, and if no such information or instructions can be obtained after reasonable inquiry, BTC shall have full power and authority to act in BTC's discretion, consistent with the purposes of the Trust and its role as trustee. This indemnification will protect a BTC Indemnified Person from all losses, claims, damages, liabilities and expenses incurred (including reasonable attorneys fees and applicable court expenditures resulting from BTC's actions as described in this Section F(2)), with such costs being paid by the Employer. In so acting or in following any instructions from an Authorized Representative, BTC or any other BTC Indemnified Person shall not be liable except to the extent that the actions of BTC or any BTC Indemnified Person constitute fraud, bad faith, misconduct or negligence.

- 3. BTC, as the case may be, will indemnify defend and hold harmless the Employer, the Retirement Board of Authority and their officers, directors, employees and other representatives (anyone of which is hereafter referred to as an "Employer Indemnified Party") to the full extent lawful to protect an Employer Indemnified Party from all losses, claims, damages, liabilities and expenses incurred by an Employer Indemnified Party (including reasonable fees and disbursements of counsel including applicable court expenditures) which are the result of either BTC's fraud, bad faith, misconduct or negligence.
- 4. BTC will correct at its own expense any errors in the records and reports prepared and attributable to their errors, but BTC shall not otherwise be responsible for special or consequential damages, nor shall it correct any such errors for which the Retirement Board of Authority has knowledge but fails to properly and timely notify BTC in compliance with applicable law.
- 5. In accordance with applicable legal requirements, Retirement Board of Authority will promptly notify Investment Manager after the settlement date of any errors made or allegedly made in any requested trade of which Retirement Board of Authority has knowledge. The trade will be assumed to have been effected in accordance with the original request if notification is not given within required timeframes. If a loss occurs as a result of a trade for which the Retirement Board of Authority has knowledge but fails to properly and timely notify the Investment Manager of the error, Retirement Board of Authority will indemnify Investment Manager with respect to any loss resulting from such trade.
- 6. Neither BTC nor Investment Manager will be liable for any loss to the Retirement Board of Authority, any Plan Administrator or its Plan participants for failure or refusal of any transfer agent or investment sponsor to act upon investment instructions, or for any loss incurred due to the inaccuracy, incompleteness, or lack of timeliness of information received from the transfer agent or investment sponsor, unless such losses are caused by the instructions provided by BTC or Investment Manager as applicable.

#### G. Term

1. (a) This Renewal Agreement shall become effective on the date stated above, and may not be terminated for a period of forty-eight (48) months following the date of this Renewal Agreement unless there has been: (i) a breach of this Renewal Agreement or a failure of either party to comply with applicable laws or regulations, and such breach or failure is not cured within a period of fifteen (15) days, (or such longer reasonable period, not to exceed sixty (60) days as may be required to effect a cure) after the date of such written notice of breach and election to terminate, or (ii) by the Employer, on thirty (30) days written notice, if either of the following conditions occur: (1) a universal healthcare system goes into effect in the State of California or the United States which expressly eliminates the

Employer's obligations to pay any party for its contractual OPEB commitments, or (2) the Employer obtains a current actuarial valuation of the Trust confirming that there is no remaining OPEB liability.

- (b) Notwithstanding the provisions of Section G-1(a) above, either party may terminate this Renewal Agreement on the occurrence of the following events, provided that the terminating party gives the other party ninety (90) days advance written notice for such termination:
  - i. The termination of the Keenan Program Services Agreement; or
  - ii. The receipt by the District of a ruling from the IRS that the Plan and/or the Trust do not meet the requirements of the Internal Revenue Code Section 115 and/or that, as such, the earnings of the trust are not exempt from tax, and such adverse ruling is not reversed before the ninety (90) day notice period has elapsed: or
  - iii. The occurrence of any of the following:
    - (A) The dissolution or insolvency of Employer, Keenan or BTC;
    - (B) The filing of a bankruptcy petition by or against Employer, Keenan or BTC; or
    - (C) Either party reasonably interprets the application of any applicable law, rule, regulation, or court or administrative decision to prohibit the continuation of the Keenan Program Services Agreement (the "Keenan Services Agreement") or the BTC Agreement, or cause a penalty to either party if the BTC Agreement and/or the Keenan Services Agreement is continued.
- 2. At the end of the Renewal Agreement's initial term, the Renewal Agreement shall automatically renew for successive twelve (12) month periods unless either BTC or the Retirement Board of Authority provide the other party with at least ninety (90) calendar days' prior written notice of intent to terminate on the scheduled expiration date. The parties agree that the longer period of notice required to be provided by the terminating party is reasonable and necessary in order for the Retirement Board of Authority to transition services to a new trustee. In addition, if a new Agreement is discussed and agreed upon prior to the 48 months term of this Agreement the new Agreement can be placed in effect at the end of the Agreement. No additional fees shall be charged by BTC with respect to the termination of its services except as provided in this Renewal Agreement. However, the non-payment of a bill does not constitute notice of termination and

all fees for services performed through the date a written notice is received are due and payable to BTC. The obligation of Retirement Board of Authority to pay fees and disbursements for services performed through the date of termination and the rights and obligations of the parties under all sections will survive such termination.

- 3. Upon the termination of this Renewal Agreement and payment of any outstanding fees and after establishment of any necessary reserve requirements as otherwise set forth in the Trust, BTC will relinquish its trustee and custodial relationship as provided for in the Trust, as well as provide Retirement Board of Authority with copies of trust accounting records, if so requested in writing by Retirement Board of Authority, at any time within seven (7) years of the date of termination of this Renewal Agreement. Forms, procedures, software, worksheets, checklists and other processes developed by BTC to perform the services required under this Renewal Agreement are the property of BTC and are not considered the records of the Retirement Board of Authority. A fee will be charged based on time and cost to perform any work necessary for the new trustee to take over the work performed at the request of the Retirement Board of Authority, such fee to be mutually agreed upon by the parties in advance of such work being performed.
- 4. The above notwithstanding, if the termination of this Renewal Agreement is the result of a dispute over fees paid, or to be paid, to the Trustee as set forth under this Renewal Agreement, in addition to the duties and responsibilities for trustee and custodial transfer as set forth above, BTC shall provide copies of all reports, records or account statements otherwise to the Retirement Board of Authority, as requested, as well as shall retain a copy of such records, reports and other information pending the resolution of any ongoing dispute regarding the fees paid, or to be paid hereunder.

# H. Maintenance and Confidentiality of Records

- 1. Books, Records and Employer Information. BTC agrees to the following with respect to all Trust information, books and records and information provided by the Retirement Board of Authority to BTC:
  - a) Retention and Security of Documents and Employer Data. BTC shall maintain copies of all executed Trust related documents, including the Adoption Agreement, written directions of the Employer or Retirement Board of Authority with respect to Accounts, Plan Administrator designations authorized signatory information, and the Employer's approved Investment Policy Statement, as well as shall use commercially accepted standards in retaining, backing up, storing and recovery of any and all Employer data and other electronic documentation in a secure environment.

- b) Safekeeping of Books and Records. BTC agrees to maintain facilities and procedures for the safekeeping of all documents, records, books, files and other materials relative to the Trust and transactions facilitated on behalf of the Employers that participate in the Trust (collectively, the "Books and Records"). BTC agrees to maintain such Books and Records for the duration of this Renewal Agreement and not to destroy such Books and Records without Employer's prior written consent. Employer and any applicable regulatory body shall have reasonable access during normal business hours to such Books and Records. BTC shall provide all necessary assistance in conjunction with any inspection or audit by any applicable regulatory body for no additional fees, but the reasonable out of pocket expenses incurred in connection with such inspection or audit shall be payable at the expense of the Trust at the time such expenses are incurred in accordance with the terms of this Renewal Agreement and the Trust formerly adopted.
- Confidentiality of Employer Data. All data and information submitted by c) Employer to BTC in connection with this Renewal Agreement or the Trust ("Employer Data") is and shall remain the exclusive proprietary information and property of the Employer and shall be considered confidential information. Employer Data shall not be (1) used by BTC other than pursuant to this Renewal Agreement or the Trust, (2) disclosed, sold, assigned, leased or otherwise provided to third parties by BTC except in connection with the provision of services to an Employer pursuant to this Renewal Agreement, unless Employer or the Retirement Board of Authority specifically authorize the release or disclosure of such information; or (3) commercially exploited by or on behalf of BTC, its employees or agents. BTC shall take such steps as shall under the circumstances be reasonable, prudent and appropriate to protect and keep confidential the Employer Data and shall inform its employees of the confidential nature of the Employer Data. BTC agrees to cause each person or entity directly or indirectly controlled by BTC and the officers, employees and agents of BTC and each such controlled person or entity to comply with the confidentiality provisions of this Renewal Agreement.
- 2. Required Disclosure. In the event that BTC becomes legally compelled to disclose any Employer Data, BTC will provide Employer with prompt written notice thereof in order for Employer to seek a protective order or other restriction on disclosure. If BTC is required to disclose information after Employer has sought such protective order or other restriction on disclosure, BTC will furnish only that portion of the Employer Data that it is legally compelled to disclose and no other. BTC agrees to regard and preserve as confidential all records and other information relative to the Trust and will not, without written authority from Retirement Board of Authority, disclose to others during the term of this Renewal Agreement or thereafter any such records or other information except as required by applicable law. However, should a court of law, governmental agency,

participant/employee whether current or former (or attorney there of) request information that is otherwise legally available, BTC shall be held harmless for inadvertently and without malice disclosing such information requested. Likewise, BTC shall not be responsible for and equally held harmless for any other disclosure for which it is legally compelled to provide based on the action or inaction of the Employer, the Retirement Board of Authority or any of its representatives.

3. Records Inspection. BTC agrees, during the term of this Renewal Agreement, all records maintained for the Trust shall be open to inspection and audit by Retirement Board of Authority at reasonable times, and that such records shall be preserved and retained for the greater of three years after the related filing date or such other period as may be required by applicable governing regulations as in effect from time to time. On a periodic basis, or if otherwise required in accordance with any legal requirement, BTC, shall engage an independent certified public accountant whose identity and fees are approved by the Retirement Board of Authority with such approval to not be unreasonably withheld, to audit records and information related to the Trust, with the reasonable cost of such audit to be paid for by the Trust. A copy of the report of such audit shall be furnished to the Employer, the Retirement Board of Authority and to any other parties authorized to receive such information.

### I. Other Provisions

- Entire Agreement, Amendment. This Renewal Agreement, as well as the Exhibits attached to the original Agreement, including the Adoption Agreement, Trust and any Addendums, as well as other applicable schedules and exhibits, if any, constitute the entire agreement between the parties with respect to the administration of the Trust and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Renewal Agreement may be amended and any provision hereof waived, but only in writing signed by the party against whom such amendment or waiver is sought to be enforced. The waiver by either party hereto of a breach of any provision of this Renewal Agreement shall not operate or be construed as a waiver of any other subsequent breach. To the extent there is any conflict between the terms of this Renewal Agreement and the terms and conditions of the Trust, the Trust shall control any dispute arising therefrom.
- 2. **Responsibilities of Parties.** In carrying out their responsibilities under this Renewal Agreement, BTC and Retirement Board of Authority shall at all times be subject to the following requirements:
  - a) BTC and Retirement Board of Authority shall act in accordance with applicable laws and shall also act in compliance with the documents and instruments governing the Trust, insofar as such documents and instruments are consistent with the provisions of applicable state law and

any regulations promulgated thereunder. The Retirement Board of Authority further agrees that it shall ensure it has all necessary authorities to contribute any applicable funds to the Trust and shall have all necessary authorizations to act on behalf of the Employer or the Plans to the extent necessary and in compliance with Section 7.5 of the Trust.

- To the extent applicable as it relates to Trust Fund, BTC, the Investment Manager, as delegated, and Retirement Board of Authority shall act solely in the interest of the participants and their beneficiaries and for the exclusive purpose of providing benefits to participants and their beneficiaries and defraying reasonable expenses of administering the Trust.
- To the extent of all Trust assets held within the Accounts, BTC, the Investment Manager, as delegated, and Retirement Board of Authority shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, but shall also strictly adhere to other applicable state law requirements related to the investment of excess fund assets.
- d) Retirement Board of Authority shall have the responsibility for selecting the investment asset allocation mixes to include in the Trust, after receiving assistance from BTC and/or Investment Manager accordingly. The Retirement Board of Authority further acknowledges that past performance is no guarantee of future performance of any investments.
- 3. Force Majeure. No party to this Renewal Agreement will be deemed to be in default for any performance, or delay, or failure to perform under this Renewal Agreement resulting, directly or indirectly, from: (a) any governmental action or inaction, labor disputes, mechanical or electrical breakdown, any failure of communication lines, telephone or other interconnect problems or unauthorized access, provided such failure (i) is not the fault of such party; or (ii) could not be reasonably controlled by such party; or (b) any natural disaster; or (c) other events beyond the reasonable control of the parties; provided, further, that such events shall not be excused to the extent they can be obviated by the implementation of BTC's Business Recovery Plan.
- 4. Arbitration. The parties agree that any dispute, claim or controversy concerning this Agreement or any dispute, claim or controversy arising out of or relating to the interpretation, construction, performance, or breach of this Agreement shall be settled by arbitration to be held in Los Angeles County, California in accordance with the then current rules as adopted by the national independent arbitration company selected by the party demanding arbitration, and by the California arbitration statutes, California Code of Civil Procedure §§1280 et seq. The

dispute will be decided by a single arbitrator. The arbitrator may grant injunctions or other relief in such dispute or controversy. The arbitration shall allow for reasonable discovery as agreed to by the parties or as directed by the arbitrator. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. The prevailing party in the arbitration proceeding shall be entitled to recover reasonable costs, including attorney's fees, as determined by the arbitrator. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The arbitrator shall apply California law.

- 5. Notice. Any notice under this Renewal Agreement shall be given in writing by certified mail, return receipt requested, to the address listed below.
- 6. Commencement Date. This First Renewal of the Trust Administrative Services Agreement shall commence as of the date first written above.

Employer: Address of Notice:	South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692
By:	
Debra Fitzsimon	s, Vice Chancellor of Business Services
By:	
Dr. David Bugay	y, Vice Chancellor of Human Resources
By:	
Kim McCord, D	strict Director of Fiscal Services
By:	motor of Figure 1 Commission Co. 141.1. 1. C. 11
Carol Illiton, Di	rector of Fiscal Services – Saddleback College
By:	
Davit Khachatry	an, Director of Fiscal Services - Irvine Valley College
BTC:	Benefit Trust Company.
Address of Notice:	5901 College Boulevard, Suite 100
	Overland Park, KS 66211
By:	
Scott W. Rankin.	Senior Vice President

#### Schedule A

# Benefit Trust Company Fee Schedule and Service Addendum South Orange County Community College District

<u>Trustee, Custodial and Communication Services</u> – Benefit Trust Company shall be compensated for assumption of fiduciary responsibility, custodial services and for performing communication and other non-investment related services, as specified in the Service Agreement, as follows:

**Base Annual Fee** 

\$750

**Asset Based Trustee Fee** 

0.120% (12 basis points) per annum on the value of the assets held in trust. Asset based fees will be assessed monthly and collected from the Trust.

**Asset Based Investment Management Fee** 

0.125% (12.5 basis points) per annum on the value of the assets held in trust. Asset based fees will be assessed monthly and collected from the Trust.

**DATE: 3/26/12** 

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: Purchase Orders/Confirming Requisitions

**ACTION:** Approval

#### **BACKGROUND**

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

#### **STATUS**

Purchase orders processed in accordance with the general priorities of the adopted budget and numbered P12-03195 through P12-03545 amounting to \$2,021,223.99 are submitted to the Board of Trustees for approval. Confirming requisitions dated February 8, 2012 through March 7, 2012 totaling \$165,339.93 are also submitted.

#### **RECOMMENDATION**

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

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

port Page 1 of 18

Includes P	12-03195 - P12-03545			
PO Number	Vendor Name	Site	Description	Account
P12-03195	WARD'S NATURAL SCIENCE		Purchase instructional supplies for	<b>Amount</b> 4,099.78
P12-03196	JOHN DEERE LANDSCAPES, INC.		Geography. IRRIGATION EQUIPMENT	
P12-03197	TAG CONSULTING		RAPIDTECH CONSULTANT	1,514.77
P12-03198	ATLANTA THREAD & SUPPLY CO.			26,000.00
P12-03199	TROXELL COMMUNICATIONS,		Student Supplies Elmo Document Cameras	142.55 1,232.66
	INC.			1,232.00
P12-03200	McKESSON GENERAL MEDICAL CORP		SUPPLIES FOR MEDIC STUDENTS	5.46
P12-03201	AUTOMOTIVE ELECTRONICS SERVICES INC		Bartec TPMS	2,224.66
P12-03202	SMART LEVELS MEDIA		Early Bird Posters	476.79
P12-03203	CLARKE & ASSOCIATES, INC.	IVC Great Lawn	FOR PLAQUE	1,464.20
P12-03204	TECTA AMERICA SOUTHERN CALIFORNIA, INC.		FINE ART ROOF DRAIN	495.00
P12-03205	TEKNION LLC ATTN: ORDER ENTRY		SC LIBRARY RENOVATION	158,546.37
P12-03206	MOTOROLA C/O COMSERCO		Motorola Radios	0.575.00
P12-03207	RINO PRODUCTS	•	BLANKET PO FOR CUSTODIAL REPAIRS	9,575.89 2,000.00
P12-03208	TRAINSIGNAL, INC. ATTN: SALES		VMware vSphere 5 Training Class	893.25
P12-03209	AARDVARK CLAY AND SUPPLIES		(online) Pamme Turner - Material Fees -	475.00
P12-03210	UNITED INTERIORS		Spring 2012 File Cabinets	
P12-03211	SEHI PROCOMP COMPUTER PRODUCTS		Toner for Karima's printer	694.99 111.24
P12-03212	CDW-G COMPUTER CENTERS		Large Monitor for Deans	100.00
P12-03213	SEHI PROCOMP COMPUTER PRODUCTS		Toner for Xerox 6505 Printer	433.29 216.48
P12-03214	XEROX CORPORATION		Maintenance kits for color engine	
P12-03215	GLAXO SMITH KLINE (GSK)		Maintenance kits for color copiers	462.54
P12-03216	TOWN & COUNTRY GLASS		Equipment/Meds PE-301 MIRROR REPLACEMENT	1,615.00
P12-03217	VITAL LINK EDUCATION AND			568.00
	BUSINESS CONSORTIUM		CTE Collaborative Participation w/CTEoc	2,000.00
P12-03218	TEKNION LLC ATTN: ORDER		SC LIBRARY	18,076.08
	ENTRY		RENOVATION-OWNER PURCHASE FABRIC	70,070.00
P12-03219	WELLS FARGO #4198		Purchase of Pupil Records CD	53.90
P12-03220	MARCIVE, INC.	,	Library database service	359.15
P12-03221	DICK BLICK COMPANY		Art Supplies-D. Matthews	719.91
P12-03222	ARTALKS DESIGN, LLC		Digital Print Sign	80.94
P12-03223	COMSERCO		Motorola Radios Installation	1,535.44
P12-03224	ORANGE COUNTY REGISTER		AD FOR BID 294D Office Supplies	432.00
P12-03225	WELLS FARGO #3317 (DISTRICT)		INSTRUCTIONAL SUPPLY	432.00 177.03
P12-03226	PBS VIDEO/SHOP PBS PBS		Dept. Resources	270.31
<b>545 655</b>	EDUCATIONAL VIDEO			
P12-03227	PROGRESSIVE MEDICAL INT.		SUPPLIES FOR THE MEDIC STUDENTS	839.46
P12-03228	GOVCONNECTION		COMPUTER MOUSE FOR CLASSROOMS	92.02
P12-03229	GOVCONNECTION		PHYSICS EQUIPMENT	576.46
The preceding P Policy and author	urchase Orders have been issued in according and of the Board of Trustees. It is rec	rdance with the Distr	ict's Purchasing FSCAPE	
Orders be appro- ordered.	ved and that payment be authorized upon	delivery and accept	ance of the items	Page 1 of 12

PO Number	Vendor Name	Site	Description	Accoun
P12-03230	WELLS FARGO #3317		PHYSICS EQUIPMENT	1,387.03
			ELECTRONIC BALANCE	1,007.03
P12-03231	McKESSON GENERAL MEDICAL CORP		Medical supplies	112.61
P12-03232	CAREFUSION CORP.		EQUIPMENT REPAIR	500.00
P12-03233	HITT MARKING DEVICES, INC.		Change and replacement of part in stamp	26.00
212-03234	SHER MUSIC CO.		Guidebook for J. Seller's Jazz Competition	39.10
12-03235	WEST-LITE SUPPLY CO.		Photography Supplies-K. Kinder	185.55
212-03236	BOB PARRETT CONSTRUCTION		ROOF REPAIR AT FINE ARTS	1,837.00
P12-03237	CORNER BAKERY CAFE STORE #219		Child Development Conference	740.88
12-03238	CDW-G COMPUTER CENTERS		Printer for Marcia Milchiker	606.42
12-03239	UNITED SITE SERVICES OF CALIFORNIA, INC.		Portable restroom for the IVC	900.00
12-03240	CI SOLUTIONS, CARD INTEGRATORS CORPORATION		Photo ID Ribbon Order	2,621.00
12-03241	SMASHING SPORTS		BADMINTON BIRDIES FOR CLASS	566.75
12-03242	RAUL PACHECO dba R & R VISIBLE PRODUCTS		Replace chalk board with white board	739.60
12-03243	PACIFIC ATHLETIC WEAR, INC.		EMBROIDERY FOR WOMEN'S BADMINTON TEAM	450.40
12-03244	OCEANSIDE PHOTO & TELESCOPE		Basic Aid (2011-2012):TELESCOPE	4,548.26
12-03245	MKH ELECTRONICS		Blanket PO Repair services/IVC Ultrasound machine	200.00
12-03246	CDW-G COMPUTER CENTERS		Sony Viao Laptop for ATEP	3,312.15
12-03247	DELL MARKETING		Replacement Ink for Dell Printers	98.87
12-03248	SMASHING SPORTS		WOMEN'S BADMINTON SHOES	922.78
12-03249	NETOP		Netop NSC NOLP Renewal	2.599.56
12-03250	ENVIRONMENTAL SYSTEM PRODUCTS		ESP SERVICE CONTRACT RENEWAL	4,537.00
12-03251	4 IMPRINT		Advertising for Seniors Day	1,733.57
12-03252	BIO-RAD LABORATORIES, INC. LIFE SCIENCE GROUP		INSTRUCT. EQUIP. SPREADSHEET ITEM NUMBER 116	1,196.39
12-03253	MEDCO SUPPLY COMPANY		ATHLETIC TRAINING EQUIPMENT	2,193.79
2-03254	LIFE TECHNOLOGIES, INC.		INSTRUC. EQUIP. SPREADSHEET ITEM NUMBER 119	1,040.91
2-03255	iLABEQUIPMENT		ultrasonic cleaning machine	2 240 26
2-03256	AssetWorks, Inc.		FIXED ASSET TAGS	2,249.36 656.50
2-03257	ZARA DISTRIBUTION		Emissions calibration gases	113.04
2-03258	HITT MARKING DEVICES, INC.		Pre-Inked Stamp	29.23
2-03259	GOLF TEAM PRODUCTS		MEN'S GOLF TEAM SHOES	588.30
2-03260	ZAMA SPORTS		SOCCER VESTS FOR WOMENS SOCCER	1,392.00
2-03261	ORANGEWOOD CHILDREN'S FOUNDATION		Workshop Trainer	315.00
2-03262	LASER SOURCE		Toner for Academic Senate	191.80
2-03263	SEHI PROCOMP COMPUTER PRODUCTS		CE255XD HP toner Cartridge for CCLD	360.26
e precedina P	urchase Orders have been issued in acco	ordance with the		PE ONLIN

ordered.

12-03254   SAM''S CAMERA ATTN:   Lights for Art Studio   538.	PO Number	Vendor Name	Site	Description	Accour
ACCOUNTS RECEIVABLES  1-12-03265  1-12-03265  1-12-03266  1-12-03267  1-12-03267  1-12-03267  1-12-03268  1-12-03268  1-12-03268  1-12-03268  1-12-03268  1-12-03268  1-12-03268  1-12-03268  1-12-03268  1-12-03268  1-12-03268  1-12-03268  1-12-03268  1-12-03268  1-12-03269  1-12-03269  1-12-03269  1-12-03271  1-12-03271  1-12-03272  1-12-03273  1-12-03273  1-12-03273  1-12-03273  1-12-03273  1-12-03274  1-12-03273  1-12-03274  1-12-03274  1-12-03275  1-12-03274  1-12-03275  1-12-03276  1-12-03276  1-12-03277  1-12-03277  1-12-03278  1-12-03279  1-12-03280  1-12-032	P12-03264	SAMY'S CAMERA ATTN:		Lights for Art Studio	Amour 538.75
		ACCOUNTS RECEIVABLES		3.10.107.111.010.010	000.7
1712-03266   SAM'RS CAMERA	212-03265	В & Н РНОТО		Photography Supplies-K, Kinder	1 655 4
SMART VEND CORPORATION	P12-03266	SAMY'S CAMERA			•
12-03288	212-03267	SMART VEND CORPORATION			
12-03289   IRONWOOD PLUMBING, INC.   B200 CONDENSER WATER   3,400.					4,237.0
	212-03268	G/M BUSINESS INTERIORS		Chair for Brooke Daher	627.1
12-03271   AGUINAGA GREEN, INC.   Mulch for the Native Garden   1.020.   Instr Supplies   1.020.   1.020.   Instr Supplies   1.020.   1.020.   Instr Supplies   1.020.   1.020.   Instr Supplies   1.020.   1.020.   Instr Mari's   618.   1.020.   Instructional Equipment of Mari's   618.   1.020.	P12-03269	IRONWOOD PLUMBING, INC.		B200 CONDENSER WATER	3,400.0
POSITIVE PROMOTIONS INC.   Instr Supplies   1,020.   Instr Mai's   618.   OEV dobs LOVE AND LOGIC, INC.   Instr Mai's   618.   OEV dobs LOVE AND LOGIC, INC.   Instr Mai's   618.   OEV dobs LOVE AND LOGIC, INC.   Instr Mai's   618.   OEV dobs LOVE AND LOGIC, INC.   Instr Mai's   618.   OEV dobs LOVE AND LOGIC, INC.   Instr Mai's   618.   OEV dobs LOVE AND LOGIC, INC.   Instr Mai's   618.   OEV dobs LOVE AND LOGIC, INC.   Instr Mai's   618.   OEV dobs LOVE AND LOGIC, INC.   Instr Mai's   618.   OEV dobs LOVE AND LOGIC, INC.   Instr Mai's   618.   OEV dobs LOVE AND LOGIC, INC.   Instr Mai's   OEV dobs LOVE AND LOGIC, INC.   OEV dobs LOGIC, INC.   OEV dobs LOGIC, INC.   OEV dobs LOGIC, I					
112-03273   INSTITUTE FOR PROFESSIONAL DEV dibb LOVE AND LOGIC, INC.   Inst Mat's   618.     12-03274   THE MICROSCOPE STORE   INSTRUCTIONAL EQUIP.   547.     12-03275   GEORGE T. HALL   HVAC SUPPLIES   1,887.     12-03276   PASCO SCIENTIFIC   Basic Aid (2011-2012): Line items   4,273.     12-03277   MATCO TOOLS CREDIT   Torque wrenches   408.     12-03277   MATCO TOOLS CREDIT   Torque wrenches   408.     12-03278   MUSIC THEATRE INTERNATIONAL   Ilicense and rental for "Eden"   1,180.     12-03279   DR. LORNA GRIFFITT BEDELIAN   Contract Services Keyboard Guest   1,000.     12-03280   FARNOOSH SORAYA   Foster/kinship care Trainer   240.     12-03280   FARNOOSH SORAYA   Foster/kinship care Trainer   240.     12-03281   THE EMBROIDERY STORE   MEN'S GOLF BAGS   75.     12-03282   THE EMBROIDERY STORE   MEN'S GOLF BAGS   75.     12-03283   THE EMBROIDERY STORE   MEN'S GOLF BAGS   75.     12-03284   SPECTRUM LABORATORY   KIMM/PES   426.     12-03285   CDW-G COMPUTER CENTERS   Conference Phones for   5,441.     12-03286   PACIFIC PARKING SYSTEMS, INC.   Parking Permit Dispenser   12,612.     12-03286   PACIFIC PARKING SYSTEMS, INC.   Parking Permit Dispenser   12,612.     12-03288   PASCO SCIENTIFIC   PHYSICS EQUIPMENT   4,853.     12-03289   DUNE CRAFT   Lab Supplies for Ecology   56.     12-03290   NEWPORT COMPUTER   Annual Platespin Renewal   934.     2-03291   ADVANTAGE MARKETING ADM   GROUP INC.   COMPETITIVE COMPANY   Surpline For Foology   54.     2-03292   GAUMARD SCIENTIFIC   GRAPH   SURPLINE SCIENTIFIC   Gravity Oven   906.     2-03293   MILLENNIUM BUSINESS   SURPLIES CAPITIVE EQUIPMENT ITEM   1,320.     2-03294   TEXTURE SCIENTIFIC   Gravity Oven   906.     2-03295   CLICKER   COMPETITIVE EQUIPMENT ITEM   1,320.     2-03296   VWR INTERNATIONAL, INC.   SUPPLIES FOR PHLEB. CLASS   139.7     2-03297   MALIA HILL   Reimbursement for the Fashion   1,333.     2-03297   MALIA HILL   REIMBURGER   SUPPLIES FOR PHLEB. CLASS   139.7     2-03297   MALIA HILL   REIMBURGER   SUPPLIES FOR PHLEB. CLASS   139.7     2-032		•		Mulch for the Native Garden	216.9
12-03274   THE MICROSCOPE STORE		POSITIVE PROMOTIONS INC.		Instr Supplies	1,020.6
12-03274	12-03273			Instr Mat'ls	618.0
12-03275   GEORGE T. HALL   HVAC SUPPLIES   1,887.					
12-03275   GEORGE T. HALL	12-03274	THE MICROSCOPE STORE		INSTRUCTIONAL EQUIP.	547.6
12-03275   GEORGE T. HALL				SPREADSHEET ITEM NUMBER	
12-03276   PASCO SCIENTIFIC   Basic Aid (2011-2012): Line items   4,273.	49.0227E	GEORGE T HALL			
12-03277   MATCO TOOLS CREDIT				HVAC SUPPLIES	1,887.1
12-03278   MUSIC THEATRE INTERNATIONAL   Ilicense and rental for "Eden"   1,180.1   12-03279   DR. LORNA GRIFFITT BEDELIAN   Contract Services Keyboard Guest   1,000.1   12-03280   FARNOOSH SORAYA   Foster/kinship care Trainer   240.1   12-03281   THE EMBROIDERY STORE   MEN'S GOLF TEAM UNIFORMS   917.4   12-03282   THE EMBROIDERY STORE   MEN'S GOLF BAGS   75.1   12-03283   THE EMBROIDERY STORE   MEN'S GOLF SHIRTS   487.2   12-03284   SPECTRUM LABORATORY   KIMWIPES   426.4   12-03285   CDW-G COMPUTER CENTERS   Conference Phones for   Conference Rooms   12-03286   PACIFIC PARKING SYSTEMS, INC.   Parking Permit Dispenser   12,612.2   12-03287   SAMY'S CAMERA   Photography Equipment-Kinder   4,853.1   12-03288   PASCO SCIENTIFIC   PHYSICS EQUIPMENT   12,816.6   12-03290   NEWPORT COMPUTER   Annual Platespin Renewal   934.7   12-03291   ADVANTAGE MARKETING ADM   GROUP INC.   GROUP INC.   12-03292   GAUMARD SCIENTIFIC   Gravity Oven   906.4   12-03293   MILLENNIUM BUSINESS   SERVICES Marty Cohn   12-03294   FLEXIBLE SCIENTIFIC   Gravity Oven   906.4   12-03295   VWR INTERNATIONAL, INC.   SUPPLIES FOR PHLEB, CLASS   139.7   12-03296   VWR INTERNATIONAL, INC.   SUPPLIES FOR PHLEB, CLASS   139.7   12-03297   MALIA HILL   Reimbursement for the Fashion   1,333.0   13-03297   MALIA HILL   Reimbursement for the Fashion   1,333.0					4,273.1
12-03278   MUSIC THEATRE INTERNATIONAL   license and rental for "Eden"   1,180.1	12-03277			Torque wrenches	408.0
12-03279   DR. LORNA GRIFFITT BEDELIAN   Contract Services Keyboard Guest   1,000.1	12_03278				
12-03280					1,180.0
12-03281	-			· · · · · · · · · · · · · · · · · · ·	1,000.0
12-03282				·	240.0
12-03283				MEN'S GOLF TEAM UNIFORMS	917.6
EMBROIDERED   EMBROIDERED	12-03282	THE EMBROIDERY STORE			75.0
12-03284   SPECTRUM LABORATORY   PRODUCTS	12-03283	THE EMBROIDERY STORE		· · · · · · · · · · · · · · · · · · ·	487.2
Conference Rooms 12-03286 PACIFIC PARKING SYSTEMS, INC. Parking Permit Dispenser 12-03287 SAMY'S CAMERA Photography Equipment-Kinder 4,853.0 12-03288 PASCO SCIENTIFIC PHYSICS EQUIPMENT 12,816.6 12-03289 DUNE CRAFT Lab Supplies for Ecology 566.0 12-03290 NEWPORT COMPUTER Annual Platespin Renewal 934.7 12-03291 ADVANTAGE MARKETING ADM GROUP INC. 12-03292 GAUMARD SCIENTIFIC COMPANY NURSING SIMULATOR 201PMENT 2-03293 MILLENNIUM BUSINESS Business Cards for Lori Mangels 43.1 12-03294 FLEXIBLE SCIENTIFIC GROUP GROUP INC. 12-03295 ICLICKER COMPETITIVE EQUIPMENT 1,320.6 1CLICKER2 SYSTEM 1,332.0 1-333	12-03284				426.43
12-03286 PACIFIC PARKING SYSTEMS, INC. Parking Permit Dispenser 12,612.12-03287 SAMY'S CAMERA Photography Equipment-Kinder 4,853.01-03288 PASCO SCIENTIFIC PHYSICS EQUIPMENT 12,816.61-03289 DUNE CRAFT Lab Supplies for Ecology 56.01-03290 NEWPORT COMPUTER Annual Platespin Renewal 934.71-03291 ADVANTAGE MARKETING ADM GROUP INC. 2-03292 GAUMARD SCIENTIFIC COMPANY NURSING SIMULATOR EQUIPMENT 2-03293 MILLENNIUM BUSINESS Business Cards for Lori Mangels 43.11-03294 FLEXIBLE SCIENTIFIC GMPANY GROUP INC. Gravity Oven 906.4-2-03295 ICLICKER COMPETITIVE EQUIPMENT 1,320.61-03296 VWR INTERNATIONAL, INC. SUPPLIES FOR PHLEB. CLASS 139.7-2-03297 MALIA HILL Reimbursement for the Fashion 1,333.01-03-03297 MALIA HILL Reimbursement for the Fashion 1,333.01-03-03-03-03-03-03-03-03-03-03-03-03-03-	12-03285	CDW-G COMPUTER CENTERS		Conference Phones for	5 441 9
2-03287   SAMY'S CAMERA   Photography Equipment-Kinder   4,853.6     2-03288   PASCO SCIENTIFIC   PHYSICS EQUIPMENT   12,816.6     2-03289   DUNE CRAFT   Lab Supplies for Ecology   56.0     2-03290   NEWPORT COMPUTER   SOLUTIONS,INC     2-03291   ADVANTAGE MARKETING ADM   GROUP INC.     2-03292   GAUMARD SCIENTIFIC COMPANY   NURSING SIMULATOR   35,077.4     EQUIPMENT     2-03293   MILLENNIUM BUSINESS   Business Cards for Lori Mangels   43.1     SERVICES Marty Cohn   906.4     2-03294   FLEXIBLE SCIENTIFIC   Gravity Oven   906.4     2-03295   ICLICKER   COMPETITIVE EQUIPMENT ITEM   1,320.6     iCLICKER2 SYSTEM     2-03296   VWR INTERNATIONAL, INC.   SUPPLIES FOR PHLEB. CLASS   139.7     Reimbursement for the Fashion   1,333.0     1,333.0				Conference Rooms	0,171.0
12-03287   SAMY'S CAMERA   Photography Equipment-Kinder   4,853.0     12-03288   PASCO SCIENTIFIC   PHYSICS EQUIPMENT   12,816.6     12-03289   DUNE CRAFT   Lab Supplies for Ecology   56.0     12-03290   NEWPORT COMPUTER   Annual Platespin Renewal   934.7     12-03291   ADVANTAGE MARKETING ADM   GROUP INC.   GROUP INC.     2-03292   GAUMARD SCIENTIFIC COMPANY   NURSING SIMULATOR   EQUIPMENT     2-03293   MILLENNIUM BUSINESS   Business Cards for Lori Mangels   43.1     2-03294   FLEXIBLE SCIENTIFIC   Gravity Oven   906.4     2-03295   ICLICKER   COMPETITIVE EQUIPMENT   1,320.6     1-03296   VWR INTERNATIONAL, INC.   SUPPLIES FOR PHLEB. CLASS   139.7     1-03297   MALIA HILL   Reimbursement for the Fashion   1,333.0     1,333.0     1,333.0   1,333.0     1,333.	12-03286			Parking Permit Dispenser	12.612.14
2-03288 PASCO SCIENTIFIC 2-03289 DUNE CRAFT Lab Supplies for Ecology NEWPORT COMPUTER SOLUTIONS,INC 2-03291 ADVANTAGE MARKETING ADM GROUP INC. 2-03292 GAUMARD SCIENTIFIC COMPANY MILLENNIUM BUSINESS SERVICES Marty Cohn 2-03294 FLEXIBLE SCIENTIFIC 2-03295 ICLICKER COMPETITIVE EQUIPMENT ITEM - 1,320.6 1-2-03296 VWR INTERNATIONAL, INC. 1,333.0 1,333.0 1,2816.6 12,8	2-03287	SAMY'S CAMERA		Photography Equipment-Kinder	
2-03299 DUNE CRAFT Lab Supplies for Ecology 56.0 2-03290 NEWPORT COMPUTER Annual Platespin Renewal 934.7 SOLUTIONS,INC 2-03291 ADVANTAGE MARKETING ADM GROUP INC. 2-03292 GAUMARD SCIENTIFIC COMPANY NURSING SIMULATOR EQUIPMENT 2-03293 MILLENNIUM BUSINESS Business Cards for Lori Mangels 43.1 SERVICES Marty Cohn 2-03294 FLEXIBLE SCIENTIFIC GRAPH Gravity Oven 906.4 2-03295 ICLICKER COMPETITIVE EQUIPMENT ITEM 1,320.6 1CLICKER2 SYSTEM 139.7 2-03296 VWR INTERNATIONAL, INC. SUPPLIES FOR PHLEB. CLASS 139.7 2-03297 MALIA HILL Reimbursement for the Fashion 1,333.0	2-03288	PASCO SCIENTIFIC			
2-03290 NEWPORT COMPUTER SOLUTIONS,INC  2-03291 ADVANTAGE MARKETING ADM GROUP INC.  2-03292 GAUMARD SCIENTIFIC COMPANY  MILLENNIUM BUSINESS SERVICES Marty Cohn  2-03294 FLEXIBLE SCIENTIFIC  2-03295 ICLICKER  COMPETITIVE EQUIPMENT ITEM - 1,320.6  iCLICKER2 SYSTEM  2-03296 VWR INTERNATIONAL, INC.  SUPPLIES FOR PHLEB. CLASS 139.7  Reimbursement for the Fashion 1,333.6	2-03289	DUNE CRAFT		Lab Supplies for Ecology	56.0
2-03291 ADVANTAGE MARKETING ADM GROUP INC.  2-03292 GAUMARD SCIENTIFIC COMPANY  MILLENNIUM BUSINESS SERVICES Marty Cohn 2-03294 FLEXIBLE SCIENTIFIC 2-03295 ICLICKER  COMPETITIVE EQUIPMENT ITEM - 1,320.6 iCLICKER2 SYSTEM 2-03296 VWR INTERNATIONAL, INC. SUPPLIES FOR PHLEB. CLASS 139.7 Reimbursement for the Fashion 1,333.0	12-03290			Annual Platespin Renewal	934.73
2-03292 GAUMARD SCIENTIFIC COMPANY  NURSING SIMULATOR EQUIPMENT  2-03293 MILLENNIUM BUSINESS SERVICES Marty Cohn  2-03294 FLEXIBLE SCIENTIFIC Gravity Oven 906.4  2-03295 ICLICKER COMPETITIVE EQUIPMENT ITEM - 1,320.6 iCLICKER2 SYSTEM 2-03296 VWR INTERNATIONAL, INC. SUPPLIES FOR PHLEB. CLASS 139.7 2-03297 MALIA HILL Reimbursement for the Fashion 1,333.0	2-03291	ADVANTAGE MARKETING ADM		Job Fair Promotional Items	2,978.48
2-03293   MILLENNIUM BUSINESS   Business Cards for Lori Mangels   43.1     SERVICES Marty Cohn   906.4     2-03294   FLEXIBLE SCIENTIFIC   Gravity Oven   906.4     2-03295   ICLICKER   COMPETITIVE EQUIPMENT ITEM - 1,320.6     ICLICKER   SYSTEM   139.7     2-03296   VWR INTERNATIONAL, INC.   SUPPLIES FOR PHLEB. CLASS   139.7     2-03297   MALIA HILL   Reimbursement for the Fashion   1,333.0	2-03292				35,077.48
2-03294         FLEXIBLE SCIENTIFIC         Gravity Oven         906.4           2-03295         ICLICKER         COMPETITIVE EQUIPMENT ITEM - iCLICKER2 SYSTEM         1,320.6           2-03296         VWR INTERNATIONAL, INC.         SUPPLIES FOR PHLEB. CLASS         139.7           2-03297         MALIA HILL         Reimbursement for the Fashion         1,333.0	2-03293	· · · · · · · · · · · · · · · · · · ·			43.10
2-03295 ICLICKER COMPETITIVE EQUIPMENT ITEM - 1,320.6 iCLICKER2 SYSTEM 2-03296 VWR INTERNATIONAL, INC. SUPPLIES FOR PHLEB. CLASS 139.7 2-03297 MALIA HILL Reimbursement for the Fashion 1,333.0	2-03294			Complifie One	
2-03296 VWR INTERNATIONAL, INC. SUPPLIES FOR PHLEB. CLASS 139.7 2-03297 MALIA HILL Reimbursement for the Fashion 1,333.0				•	906.49
2-03297 MALIA HILL Reimbursement for the Fashion 1,333.0				iCLICKER2 SYSTEM	1,320.63
Reimbulsement for the Pashion 1,333.0		•		SUPPLIES FOR PHLEB. CLASS	139.76
A MA MANAGE PAGET	2-03297	MALIA HILL		Reimbursement for the Fashion Ala Mode Event	1,333.00

001 - South Orange County Community

ordered.

Generated for Nancy Hulse (NHULSE), Mar 8 2012 9:35AM

Includes P1	2-03195 - P12-03545			
PO	Vendor Name	Site	Description	Account
Number			Description	Amount
P12-03298	FORESTRY SUPPLIERS, INC.		INSTRUCTIONAL EQUIP.	1,001.02
P12-03299	LOUIS & COMPANY		Cabinet Saw-Art Dept.	3,468.52
P12-03300	NORMAN S. WRIGHT/AIRELINK MECHANICAL EQUIPMENT, LLC		EXHAUST FAN FOR PE-200	1,088.28
P12-03301	POSWORLD		Thermal Receipt Paper for Bursar's Printers	70.04
P12-03302	KR WOLFE INC.		Conf rooms projector/controls upgrade	38,287.79
P12-03303	COSMO'S ITALIAN KITCHEN		Lunch SSA Conference	2,789.88
P12-03304	W. W. GRAINGER		Lighting Equipment/Art Dept.	690.81
P12-03305	YADIRA RENTERIA		Workshop for foster/kinship care Trainer	180.00
P12-03306	MATTHEW E. GREGORY		Music Stage Crew Services	209.25
P12-03307	C.E.M. LAB CORP. CIVIL		MAIN ELECTRICAL ROOM	3,137.50
	ENGINEERING MATERIAL LAB			0,107.00
P12-03308	ANTEK HEALTHWARE, LLC		EQUIP. FOR MLT PROGRAM	6,518.88
P12-03309	POLLOCK, BLANK & MCGINNIS ASSO DBA INTERFACE ASSOCIATES		IT systems consulting services	32,500.00
P12-03310	SPORTWISE, LLC		SOCCER BALLS FOR WOMEN'S SOCCER	793.80
P12-03311	IPEVO		Document Cam for CIDDE	148.70
P12-03312	KARLA VIVIANA MARTINEZ		PRIDE Panelist	50.00
P12-03313	JOHANNUS L.A., LLC		Organ-Music Dept Johannus LA	16,680.36
P12-03314	LASER SOURCE		Toner for EOPS	187.49
P12-03315	LISA KALUSTIAN		PERKINS Project: Brochure Writer	2,000.00
P12-03316	ART SUPPLY WAREHOUSE		Javier Alvarez - Material Fees - Spring 2012	476.61
P12-03317	McKESSON GENERAL MEDICAL CORP		CDC Supplies-Latex Gloves	82.00
P12-03318	B & H PHOTO		Signage Supplies	1,457.24
P12-03319	USI		Signage Supplies	129.98
P12-03320	LAMA BOOKS LEO A MEYER ASSOCIATED, INC.		Occupational guides for counseling	124.41
P12-03321	KEEP IT SIMPLE CAFE		Food SSA Conference	1,305.00
P12-03322	DELL MARKETING		Notebook Parts for Repair	291.51
P12-03323	G/M BUSINESS INTERIORS		CHAIR FOR BRANDYE	440.80
P12-03324	NATIONAL COLLEGIATE HONORS COUNCIL (NCHC)		NCHC 2012 Membership	600.00
P12-03325	GREGORY J. HOLK		GUEST - DISTINGUISHED SPEAKER SERIES-GREGORY HOLK	100.00
P12-03326	GRACE KOOK-ANDERSON		Guest Speaker - Grace Kook-Anderson	100.00
P12-03327	DANIEL WEHRENFENNIG		Guest Speaker - Daniel Wehrenfennig	100.00
P12-03328	LEE ARMSTRONG CO., INC.		SM-132 & 133 FLOOR	1,750.00
P12-03329	HOME DEPOT MISSION VIEJO STORE #614		Blanket P.OSupplies and Materials	200.00
P12-03330	SIMS-ORANGE WELDING SUPPLY		Blanket Purchase order for Gas Supplies	500.00
P12-03331	CAROLINA BIOLOGICAL SUPPLY		PREMADE MICRO SLIDES	105.33
Policy and author	rchase Orders have been issued in accordization of the Board of Trustees. It is receded and that payment be authorized upor	commended that	e District's Purchasing ES	CAPE ONLINE Page 4 of 12

Includes P	12-03195 - P12-03545	A Company		
PO	Vendor Name	Site	Daniel and the second s	Account
Number	vendor name	2109	Description	Amount
P12-03332	WELLS FARGO #3317		BOOK for Geology	28.34
P12-03333	UNIVERSAL METAL IND.		PART FOR EXHAUST FAN	30.50
D40 00004			@TENNIS COURT RESTROOM	
P12-03334	DIVERSIFIED LANDSCAPE MGT.		REPAIR OF FENCING AND GATES	3,834.93
P12-03335	INC. DICK BLICK COMPANY		IN POOR CONDITION	
P12-03336	DENISE SONNENBERG		Photo supplies SC ART DEPT.	546.12
1 12-03550	DENISE SOMMEMBERG		Payment of Consultant Expenses for Foundation	21,000.00
P12-03337	WELLS FARGO #3317		TEXTBOOKS FOR HEALTH	200.47
			SCIENCE DIVISION	398.17
P12-03338	AMERICAN GRIP, INC.	Bldg W/Com Arts	CTVR -New Equip.	1,198.34
		•	Allocation-American Grip, Inc.	1,130.54
P12-03339	DIVERSIFIED BUSINESS	IVC Warehouse	IVC Plastic Bags Rush Order	2,060.88
	SERVICES		-	=,000.00
P12-03340	MARK IV COMMUNICATIONS, INC.	1	Survey Services for Campus Fiber	2,800.00
D40 00044	CINIDDA CANTA		Pathways	
P12-03341	CINDRA SMITH		Board self-evaluation facilitator	2,800.00
P12-03342	MADALL MITTONIATIONIA		services	
1 12-00042	KIMBALL INTERNATIONAL MARKETING INC.		SC LIBRARY RENOVATION BRD	493,691.21
P12-03343	MC MURRAY STERN, INC. ATTN:		10/24/2011	000 0 40 00
	CMAS SALES	•	SC LIBRARY RENO-BRD 10/24/2011	283,316.99
P12-03344	TECHNOLOGY INTEGRATION		VMWARE View Premier software	13,514.00
	GROUP		THE TIEST FOR THE SOLUTION	13,314.00
P12-03345	WELLS FARGO #3317		INSTRUCTIONAL EQUIPTECH.	1,943.86
			TERRASTATION	1,010.00
P12-03346	McLOGAN SUPPLY CO., INC.		Fee Based Inks Solvents,	5,155.75
D40 00047			Emulsions and Aerosols	
P12-03347	NATIONAL OFFICE FURNITURE		SC LIBRARY	10,500.02
	C/O UNITED INTERIORS		REMODEL-PEDESTALS & TABLE	
P12-03348	WELLS FARGO #3317 (DISTRICT)		BASES CHAIR FOR IVC WAREHOUSE	22.5
P12-03349	SYSTEMS MAINTENANCE		Dell 1yr Service Contract	364.78
	SERVICES	•	Deli Tyl Service Contract	2,616.00
P12-03350	TUFF SHED, INC.		Tuff Shed/Art Dept.	8,760.00
P12-03351	LASER SOURCE		Ink Cartridges for Publications	426.69
P12-03352	SADDLEBACK BOOKSTORE -		Faculty Commencement Garb	1,000.00
	#296 FOLLETT HIGHER		Order 2012	1,000.00
	EDUCATION GROUP			
P12-03353	DICK BLICK COMPANY		Art Supplies for Fine Arts	226.50
P12-03354	FONTIS SOLUTIONS div of IMAGE		Registration Plain Press. Seal	1,810.20
D42 02255	DISTRIBUTION SERV		Letterhead	
P12-03355	McLOGAN SUPPLY CO., INC.		Replacement of damaged silk	704.36
P12-03356	SADDLEBACK GOLF CARS, INC.		screens for students	
	or bottor out out orang, inc.		PURCHASE OF REFURB. CART	7,380.88
P12-03357	VOX DANCE THEATRE, INC.		MAINT IVC	1 000 00
	, , , , , , , , , , , , , , , , , , , ,	•	Choreographic Services-IVC  Dance	1,000.00
P12-03358	WELLS FARGO #3317		Computer Books for Dep't.	57.00
P12-03359	JACK HARTIN PHOTOGRAPHY		Photography Services-Dance	700.00
			Performance	7 00.00
P12-03360	EDWARD EIEN		Dance-Tech, Load-ins and Strikes	2,400.00
The preceding 5	Purchase Orders have been included in according	Commence of the second second second		

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.

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Includes P	12-03195 - P12-03545			
PO Number	Vendor Name	Site	Description	Account
P12-03361	QUARK ENTERPRISES, INC.		NEW & REPLACEMENT	<b>Amount</b> 5,145.62
P12-03362	NAT'L SIGN & MARKETING CORP.		GLASSWARE FOR CHEM. Marquee Software Upgrade	404.00
P12-03363	SPECIALIZED BUILDER'S HARDWARE, INC.		Ethernet FingerKey Readers	161.63 301.70
P12-03365	TINO YOUNGER dba SPORTS UNLIMITED		MEN'S BASKETBALL T-SHIRTS	214.43
P12-03366	CAL PRO SPORTS		WATER BOTTLES FOR MEN'S TENNIS TEAM	211.00
P12-03367	DHARMA TRADING CO.		Dies for art class	436.04
P12-03368	GOVPLACE		Scanner Re-Order	5.511.05
P12-03369	MAIN GRAPHICS		IVC Success Starts Here Brochure for Outreach	2,570.53
P12-03370	C.T.I./VALUELINE		Drafting vellum for Architecture classes	1,331.58
P12-03371	C.T.I./VALUELINE		Paper cutter blade kit	126.45
P12-03372	DIV. OF THE STATE ARCHITECT STATE OF CALIFORNIA	•	DSA CLOSE OUT FEES FOR PERF. ARTS	8,465.65
P12-03373	SHARON LANDIS		Trainer for Foster/Kinship Wkshps	1,440.00
P12-03374	ANGELA SANTOS		Trainer for Foster/Kinship Workshops	480.00
P12-03375	MARIA E. HUTCHINSON CERVANTES		Trainer for Foster/Kinship Wkshps	105.00
P12-03376	HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION		STOAWAY STICKY JOTTE CTE	1,615.59
P12-03377	HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION		CALCU JOTTER PAD	2,400.93
P12-03378	UNION ELECTRONIC DISTRIBUTORS		PROJECTOR LAMPS *PLEASE RUSH *quote attchd	2,763.79
P12-03379	FISHER SCIENTIFIC		SUPPLIES FOR STUDENT USE IN CHEMISTRY LABS	4,359.83
P12-03380	LIVESCRIBE		Smart pen notebooks and accessories	267.44
P12-03381	EVENTS		2012 Classified Staff Development  Day	8,000.00
P12-03382	INTERSTATE ELECTRIC		Signage Supplies	594.03
P12-03383	McKESSON GENERAL MEDICAL CORP		Medical supplies	168.41
P12-03384	SEHI PROCOMP COMPUTER PRODUCTS		HP Color LaserJet Enterprise CP4525dn Printer	3,120.03
P12-03385	DUNN-EDWARDS CORPORATION		Blanket Purchase Order - Paints	1,090.00
P12-03386	DELL MARKETING		KSBR -Broadcasting New Equipment Allocation	972.52
P12-03387	HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION		CTE MATERIALS FOR OUTREACH	2,474.12
P12-03388	HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION		BK BALL POINT PEN	950.59

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#### **Board Report**

Includes P	12-03195 - P12-03545			<b>全国的</b>
PO Number	Vendor Name	Site	Description	Account
P12-03389	HAITBRINK ASPHALT PAVING,		Concrete Slab for Softball Field	<b>Amount</b> 4,550.00
P12-03390	INC.		Storage Shed	
F 12-03390	MILLENNIUM BUSINESS SERVICES Marty Cohn		Business Cards: Robert Urell	54.17
P12-03391	KENT HELWIG		Contract Services IVC production of Cabaret	2,000.00
P12-03392	LISA JANE GORE		Contracted Services IVC production of Cabaret	1,000.00
P12-03393	MARGI MC NELLY		Trainer for Foster/Kinship Wkshp	1,440.00
P12-03394	JENNIFER MC GEE		Panelist Foster/Kinship Workshop	100.00
P12-03395	CARIE CRUZ		Trainer for Foster/Kinship Wkshps	630.00
P12-03396	GOENGINEER, INC.		Standalone Solidworks Subscription	321.46
P12-03397	DONALD L. EISENTRAUT	*	Production Services for production of 'Cabaret'	2,000.00
P12-03398	HAYAN CHARLSTON		Contract Services IVC production of Cabaret	1,190.00
P12-03399	VWR INTERNATIONAL, INC.		student supplies chemistry lab	245.91
P12-03400	TNR TECHNICAL, INC.		Batteries for body mics	491.28
P12-03402	CALIFORNIA STAGE/LIGHTING, INC		LIFTS AND ACCES. Perf. Art/Theatre Dept.	10,674.78
P12-03403	ZBATTERY.COM, INC.		LEAD ACID BATTERIES	977.50
P12-03404	CALUMET PHOTOGRAPHIC		Flash Tube PHOTO SUPPLIES SC FA.	396.38
P12-03405	SAMY'S CAMERA		Ink for printers	1,111.98
P12-03406	W. MYERS CO.		New Equipment Item: Ice Machine	4,668.20
P12-03407	DICK BLICK COMPANY		IVC Student Art Supplies	128.98
P12-03408	SCANTRON CORPORATION		Scantron Test Forms IVC BUS, SCI.	94.14
P12-03409	ORANGE CO. BUSINESS JOURNAL		OC Business Journal Subscription	79.00
P12-03410	MARLYS GRODT		Revised Dir of Research Class Specification	500.00
P12-03412	CALUMET PHOTOGRAPHIC		Student Photo Supplies	50.68
P12-03413	YASMIN WEVERS ENTERPRISES YASMIN WEVERS		Production Services-"Cabaret"	1,190.00
P12-03414	WESTERN GRAPHICS PLUS, INC.	•	Reorder, Bookmarks for Career Cafe	1,695.13
P12-03415	UNISOURCE WORLDWIDE		CUSTODIAL SUPPLIES	1,689.79
P12-03416	TNR TECHNICAL, INC.		Batteries	437.43
P12-03417	THE STEPHAN CENTER		Trainer for Foster/Kinship Wkshp	180.00
P12-03418	ANGELA CASTELLANOS		Trainer Foster/Kinship Wkshp	180.00
P12-03419	LORRAINE FOX		Trainer Foster & Kinship Conference	750.00
P12-03420	BILL'S SWEEPING SERVICE, INC.		CAMPUS ROAD SWEEPING SERVICE	800.00
P12-03421	P & R PAPER SUPPLY COMPANY		LAUNDRY DETERGENT SOAP	530.56
P12-03422	KATHLEEN A. CAVERA		Production Services-"Cabaret"	1,400.00
P12-03423	SIERRA SOIL, INC.		GROUND SUPPLIES	483.26
P12-03424	THERMO FISHER SCIENTIFIC ASHEVILLE, LLC		RAPIDTECH NEW EQUIP MOTOR	365.11

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#### **Board Report**

Includes P	12-03195 - P12-03545			
PO	ManadaaMana	O.I.	THE CONTRACT OF THE CONTRACT O	Account
Number	Vendor Name	Site	Description	Amount
P12-03425	UNITED POWER & BATTERY	4	Emergency Service for Support Equipment	2,890.00
P12-03426	BMI GENERAL LICENSING		BMI License Fees for District Music Use	9,603.64
P12-03427	B & P SERVICES, INC.		REPAIR A/C FOR PH #1	654.00
P12-03428	CAROLINA BIOLOGICAL SUPPLY		INSTRUCTIONAL EQUIP.	651.28 4,606.85
P12-03429	FILMTOOLS, INC.	Bldg W/Com Arts	SPREADSHEET ITEM #121 CTVR -New Equipment floppy	688.71
P12-03430	HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION		cutter FLASHDRIVES	2,971.21
P12-03431	SCANTRON CORPORATION		Scantrons for testing	2,393.60
P12-03432	FREESTYLE		Student Photo Supplies	1,927.67
P12-03433	PERFORMANCE RACING		Auto Tech Dep't. Mag. Subscription	30.00
	INDUSTRY MAGAZINE		Renewal	00.00
P12-03434	B & H PHOTO		IVC Student Photo Supplies	1,979.26
P12-03435	AK CONSTRUCTORS INC.		REPAIR OF PH1 STORAGE FACILITY	14,185.00
P12-03436	DB MECHANICAL, INC.		EOPS DEMO AND CEILING REPAIR IN SSC 220	4,200.00
P12-03437	CAPISTRANO SEASIDE INN		CTVR Student Film Project-Room Rental	1,674.20
P12-03438	WELLS FARGO #3317 (DISTRICT)		VIDEOS/SUPPLIES GEOG, HIST.	1,129,17
P12-03439	HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION		Tri Highlighter OUTREACH	614.18
P12-03440	NAFSA MEMBERSHIP DEPT.		NAFSA Annual Membership	070.00
P12-03441	MARIA BLAIR		Panelist Foster/Kinship Wkshp	370.00
P12-03442	DENISE BLAIR		Monitor Foster/Kinship Wkshp	50.00
P12-03443	ALENA STRICKLAND		Cotrainer/monitor for	35.00 700.00
P12-03444	LILIANN PEREZ-STROUD		Foster/Kinship Wkshps	
P12-03445	APPLE COMPUTER, INC. ATTN:		Trainer for Foster/Kinship Wkshp	90.00
	HIEd SALES SUPPORT	,	Final Cut Studio License Renewal	3,998.00
P12-03446 P12-03447	POWERTRON BATTERY CO.		Batteries for Cart	736.15
	GOVERNET % BIBBY SERVICES		Maintenance/Support Fees	9,630.00
P12-03448 P12-03449	WELLS FARGO #3317	Bldg W/Com Arts	CTVR-Two-Way Radios	351.91
P12-03450	DISPŁAYS 2GO DR. LORI ANN HAN		Poster Holders for the PAC	507.63
P12-03450			Guest Speaker-Emeritus	100.00
P12-03451	JOHN B. BENITZ		Guest Speaker-Emeritus	100.00
P12-03453	ULINE, INC.		CARDBOARD MAILERS	845.35
P12-03453	EMCOR/Mesa Energy Systems E-Z UP FACTORY STORE		HVAC CONTROLLERS	1,200.00
P12-03454	KE DESIGNS		CANOPY PURCHASE FOR IVC	10,196.92
P12-03456		•	Consultant for CA Career Cafe	15,000.00
	CALIFORNIA STAGE/LIGHTING, INC		Lighting rentals for Dance performance	549.53
P12-03457	GOVERNET		AdHoc Reporting Module	4,000,00
P12-03458	SCANTRON CORPORATION		Scantron test forms for matric	1,535.23
P12-03459	JSERRA CATHOLIC HIGH SCHOOL		Fee for Soccer Field Rental - Fall 2011	7,300.00

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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#### **Board Report**

Includes P	12-03195 - P12-03545			
PO	Vender Name	Ole-		Account
Number	Vendor Name	Site	Description	Amount
P12-03460	WELLS FARGO #3317		Resources for child development	3,034.56
P12-03461	GOVPLACE		Scanners for Financial Aid	6,961.90
P12-03462	COMPUTERLAND OF SILICON		Software for Dean Flanigan	128.22
D40 00 100	VALLEY		forTutorials	
P12-03463	THE GREAT COURSES		DVD S.C. ECONOMICS	181.57
P12-03464	NAEYC RESOURCE SALES		CD BOOKS/DVD S.C. SOC. SCI.	231 97
P12-03465	QUALITY OFFICE FURNISHINGS		PRINTER STAND FOR PUBLICATIONS	435.31
P12-03466	HITT MARKING DEVICES, INC.		CHILD DEVEL. ADDRESS STAMP	35.16
P12-03467	LAGUNA CLAY CO.		Supplies for SC Art DeptD.Matthews	2,572.90
P12-03468	MEDIA EDUCATION FOUNDATION		SOCIOLOGY DVDS	439.65
P12-03469	GKKWORKS		DEMO AND GRADING ARCHITECTURAL SERV.	139,000.00
P12-03470	MANCHIK AND ASSOCIATES		PERKINS/CTE DASHBOARD DEVELOPMENT	10,000.00
P12-03471	PERKIN-ELMER HEALTH SCIENCES		Instructional Equipment-Chemistry	20,213.99
P12-03472	SharepointEduTech	ic.	SharePoint Resource Booking Webpart	1,175.12
P12-03473	LEE ARMSTRONG CO., INC.		FLOORS FOR FA101	37,840.00
P12-03474	AIR LIQUIDE AMERICA CORP.		REPLACEMENT-REGULATOR FOR CHEM	368.56
P12-03475	BLACKLIGHT.COM		Supplies for Astronomy	169.97
P12-03476	FISHER SCIENTIFIC		Supplies for Geology-Refractrometer	1,372.58
P12-03477	MOUSER ELECTRONICS INC.		PHYSICS SUPPLIES-MULTIMETER	157.20
P12-03478	SEHI PROCOMP COMPUTER PRODUCTS		HP Laserjet for Photo Dept	208.69
P12-03479	FULL COMPASS SYSTEMS	Bldg W/Com Arts	CTVR- IVC F.AHeadsets	1,098.11
P12-03480	TWP, INC.	<b>3</b>	Wire Mesh for Animal and Greenhouse Care	353.25
P12-03481	MONOPRICE, INC.		Adapters and Cables for LCD Screens in A100	271.06
P12-03482	OCEANSIDE PHOTO & TELESCOPE		Telescopes and Cases	18,874.93
P12-03483	MALIA HILL		Materials for Regional Fashion Event	1,000.00
P12-03484	HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION		SILICON WRISTBAND	588.75
P12-03485	ESRI		GIS Lab Pack License	1,077.50
P12-03486	PACIFIC CLEANING SERVICES		HS EXTERIOR WINDOW CLEANING	2,560.00
P12-03487	HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION		PENCILS	634.86
P12-03488	TUSTIN UNIFIED SCHOOL DISTRICT		Senior Day Transportation	310.00
P12-03489	NEWPORT-MESA UNIF. SCHOOL DIST		Senior Day Transportation	385.00
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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.

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PO Number	Vendor Name	Site	Description	Accou Amou
P12-03490	CAPISTRANO UNIFIED SCHOOL DISTRICT		Senior Day Transportation	185.0
212-03491	SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT		Senior Day Transportation	515.0
P12-03492	FACILITIES PLANNING & PROGRAM SERVICES, INC		CONSULTANT AGRMT FOR CONTRACT SPECIALIST SERV.	65,000.0
12-03493	PHOENIX GROUP INFORMATION SYS.		Ticket Writer Paper S.C. CAMPUS POLICE	2,108.5
12-03494	THE LIBRARY OF CONGRESS CATALOGING DISTRIBUTION SVC.		Pay for renewal of database.for Library	300.0
12-03495	WELLS FARGO #3317		S.C HEALTH SCI. CASES FOR IPADS	252.8
12-03496	WESTERN GRAPHICS PLUS, INC.		Flash drives w/financial aid	5,897.3
12-03497	SIERRA SOIL, INC.		GROUND SUPPLIES	000 8
12-03498	SIERRA SOIL, INC.		GROUND SUPPLIES	966.5
12-03499	ADVANTAGE FITNESS PRODUCTS		Life Fitness Center Equipment	344.8 32,756.7
12-03500	MAGNA PUBLICATIONS, INC.		Magna Online Seminar-Blended Course Design	349.0
12-03501	TUFF SHED, INC.		GEOGRAPHY SHED	3,159.6
12-03502	ANNENBERG LEARNER		S.C. SBS DVD ECONOMICS	460.4
12-03503	WELLS FARGO #3317 (DISTRICT)		S.C. SCI. MATH Remote file access USB device	114.6
12-03504	SEHI PROCOMP COMPUTER PRODUCTS		COLOR PRINTER	683.2
12-03505	WELLS FARGO #3317		S.C. ANTHROPOLOGY SUPPLIES	215,2
12-03506	THE BLIND FACTORY		CDC BLINDS	895.0
12-03507	WELLS FARGO #3317		Bluetooth keyboard and mouse for Davit K.	107.7
12-03508	SharepointEduTech		SharePoint Webparts	783.4
12-03509	WEST THOMSON REUTERS		Westlaw Software	333.3
2-03510	SHELLY SUMINSKI		Production Services: "Cabaret"	1,190.0
2-03511	KATHRYN B. MITCHELL	•	Stage Production Services  "Cabaret"	1,190.0
2-03512	ADRIENNE GEFFEN		Production Services "Cabaret"	1,190.0
2-03513	ALLSTAR AWARDS	•	Name badges for staffs and tutors IVC Lib.	120.1
2-03514	WELLS FARGO #3317		JavaScript Books S.C. SCI, MATH	54.3
2-03515	PROFORMA PRINT MGMT		Promotional Items MUGS FOR ENVIRONMENTAL SCIENCES	432.4
2-03516	CUSTOMINK, LLC		PAC employee shirts	949.5
2-03517	TECHNIC BUSINESS SOLUTIONS		PAC Media Services	145.0
2-03518 2-03510	COLLEGE BRAIN TRUST		Civility Workshop	6,750.7
2-03519	WELLS FARGO #3317 (DISTRICT)		eFax line for Marcia Milchiker-j2 Global	100.0
2-03520	WALTERS WHOLESALE ELECTRIC		ELECTRICIAN SUPPLIES FOR LRC	1,040.8
2-03521	PRIMEX WIRELESS, INC. ATTN: MICHELLE SCHINKER		CLOCKS	867.7
2-03522	FISHER SCIENTIFIC		SUPPLIES FOR PHLEB. CLASS	161.39
2-03523	K-LOG COMPANY		GEOGRAPHY CART	194.3
licy and author	urchase Orders have been issued in accordization of the Board of Trustees. It is recoved and that payment be authorized upon	ommended tha	t the preceding Purchase	PE ONLIN

ordered.

### **Board Report**

	2-03195 - P12-03545			
PO Number	Vendor Name	Site	Description	Accoun
P12-03524	SharepointEduTech		AND CONTROL A	Amoun
P12-03525	CAROLINA BIOLOGICAL SUPPLY	•	SharePoint Bespoke CPD System	6,580.70
	CAROLINA BIOLOGICAL SUPPLY		Bioluminescent Bacterium for Bio 3A	13.85
P12-03526	HOME DEPOT MISSION VIEJO STORE #614		Blanket P.OLighting Equip. Art Dept.	500.00
P12-03527	WELLS FARGO #4198		ANTHROPOLOGY SUPPLIES/EQUIPMENT	435.64
P12-03528	AARDVARK CLAY AND SUPPLIES		Art Supplies-J.Ginnaty	1,693.24
P12-03529	KEN'S SPORTING GOODS		Baseball Team Supplies	817.67
P12-03530	ADRENALIN SPORTS APPAREL DBA JOANN MARIE HYDER		MEN'S VOLLEYBALL GEAR	1,695.02
P12-03531	WELLS FARGO #3317 (DISTRICT)	Bldg W/Com Arts	Batteries for microphones , etc. S.C. COM, ARTS.	38.73
P12-03532	CERTIFIED TRANSPORTATION SERVICES		Senior Day Transportation	6,000.00
P12-03533	FIRST STUDENT INC.		Senior Day Transportation	325.00
P12-03534	VICTORY CUSTOM ATHLETIC		BASEBALL PULLOVERS	508.26
P12-03535	GARTNER GROUP, INC.		Specialized Educational Consulting for 2011-2012	30,200.00
P12-03536	3D RAPID PROTOTYPING INC.		MODELMAKING SUPPLIES	553.43
P12-03537	MEDCO SUPPLY COMPANY		Water Drinking Cups	585.36
P12-03538	ALERT SERVICES, INC.		ATHLETIC TAPE	307.87
P12-03539	DIRECT SYSTEMS SUPPORT		Blade and Storage Migration Project	4,719.45
P12-03540	GAYLORD BROTHERS, INC.		Book Trucks, Step Ladder - Instl Equip IVC LIB	2,868.40
P12-03541	GREEN RIVER GOLF CLUB		Event fees at Green River Golf	912.00
P12-03542	THE BLIND FACTORY		BLINDS FOR PD, READING CENTER AND WRITING CENTER	395.00
P12-03543	SOUTH COAST A.Q.M.D		AQMD ANNUAL OPERATING FEES	6 700 40
P12-03544	NCDA		D. Mineo member ID 182128 books	6,733.16 294.38
P12-03545	QUALITY HEALTH EDUCATORS LAUREEN STARKENBERG		First Aid/CPR Licensing Requirement.	950.00
			Total 347	2,021,223.99

	Fund Summary				
Fund	Description		PO Count	Amount	
01	General Fund		327	834,776.49	
12	Child Development Fund		2	1,032,00	
40	Capital Outlay Fund		17	1,184,788,35	
68	Self-Insurance Fund		1	627,15	
		Total	347	2,021,223.99	

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PO Number	Vendor Name	Site	Description	Account Amount
		PO Cha	nges	
		New PO	Amount Change Amount	
	Total PO CI	nanges		

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.

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# Board of Trustees Confirming Requisition Listing

0 0		Listing	
Includes 02	/08/2012 - 03/07/2012		
Requisition Number	n Vendor Name	Description	Requisition Total
RQ12-03412	ORANGE COUNTY REGISTER	*AD FOR BID 13	3,616.00
RQ12-04157	DR. ROBERT J. TAYLOR	Candidate Reimbursement - Taylor	622.22
RQ12-04374	JEANNE HARRIS-CALDWELL	Annual Conference HSA-CCC FOR J. CALDWELL	1,244.01
RQ12-04436	RAJBIR SINGH	Employee Enrollment Fee Reimbursement Request	144.00
RQ12-04498	NEWBEGINNINGS, INC. CATERING DIVISION	Refreshments for 2/10/12 Dis Planning Mtg	83.51
RQ12-04499	DAVID D. GATEWOOD	Conference Reimbursement: CCCAOE	1,151.34
RQ12-04585	DR. ROBERT BRAMUCCI	LAK 2012 Conference-RBramucci	2,435.00
RQ12-04606	BRAD MCREYNOLDS	Conference for Brad McReynolds	930.77
RQ12-04631	ARLEEN ELSEROAD	A. Elseroad to attend CCCApply Workshop on 3/20/12	15.00
RQ12-04632	RUBEN GUZMAN	R. Guzman to attend CCCApply Workshop on 3/20/12	27.63
RQ12-04633	LIU, JOE	J. Liu to attend CCCApply Workshop on 3/20/12	27.63
RQ12-04639	CORINNE JACKSON	C. Jackson to attend CCCApply Workshop on 3/20/12	27.63
RQ12-04640	SILVER LEOWIDJAJA	S. Leowidjaja to attend CCCApply Workshop, 3/20/12	27.63
RQ12-04658	KARIMA FELDHUS	Reimbursement for Administrative Hearing Travel	101.43
RQ12-04660	ROCIO NAVARRO	Reimbursement for Administrative Hearing Travel	21.68
RQ12-04661	KRISTINE MURAKAMI	Reimbursement for Administrative Hearing Travel	30.01
RQ12-04669	JAYNE SINEGAL	Reimbursement for Administrative Hearing Travel	37.00
RQ12-04682	GEORGINA GUY	Conference Travel for Georgina Guy	964.72
RQ12-04697	FAWN TANRIVERDI	Conference travel for Fawn Tanriverdi	1,314.71
RQ12-04709	GLENN ROQUEMORE	Glenn Roquemore Workshop Expenses	20.00
RQ12-04726	DIANE PESTOLESI	COADN CONFERENCE	997.36
RQ12-04735	JENNIFER FOROUZESH	COADN CONFERENCE	997.36
RQ12-04739	VANTAGE VEHICLE INT'L, INC.	REPAIR OF DAMAGED AV VEHICLE *estimate attached	2,259,36
RQ12-04744	CHERYL DELSON	Workshop Reimbursement-ALA	338.50
RQ12-04746	WELLS FARGO #3317 (DISTRICT)	California Education Code-Westlaw	56.03
RQ12-04747	EMIKO KIYOCHI	Conf Reimb-Kiyochi-Anime LA	649.96
RQ12-04749	KATE ALDER	Conference Travel-CCCAOE	1,122.34
RQ12-04750	JOE SUPE	Conf Reimb-Supe, Joe-NSCAA	457.69
RQ12-04751	WELLS FARGO #1598	PRODUCE FOR BIO. 2- BOTANY-RALPHS	14.91
RQ12-04752	AALR&R	Filing of Form 8940, and Form 2848	400.00
RQ12-04753	MICHAEL BENNETT	Reimbursement-Batteries-Heart Rate Monitor Watches	27.50
RQ12-04760	ARLEEN ELSEROAD	CCCCSSAA 2012 Spring Institute	1,007.00
RQ12-04762	KIM MC CORD	K. McCORD Fiscal Standards Committee Meeting	475.60
RQ12-04765	CHEFS' TOYS	Water filter for ice machine in gym	34.81
RQ12-04768	EFREN RANGEL	Conference travel for Efren Rangel	981.20
RQ12-04770	DARRYL VAN DEURSEN	Training	75.00
RQ12-04772	MUSIC THEATRE INTERNATIONAL	Perusal fee for Children of Eden	15.00
RQ12-04773	KEVIN MOWRY	Reimbursement-Replacement RA 500 Amp	275.00
RQ12-04777	FAWN TANRIVERDI	Reimbursement for Backpacks for CARE Students	684.65
RQ12-04779	W. MIKE DALE	Reimbursement-Shop Items	21.16
RQ12-04783	SOUTH COAST A.Q.M.D	AQMD ANNUAL EMISSIONS FEE	1,002.85

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# Board of Trustees Confirming Requisition

	100/00/00 00/00/00	Listing	
includes 02	2/08/2012 - 03/07/2012	Early State of the second second second	<b>建筑建筑</b>
Requisitio Number	Name Vendor Name	Description	Requisition Total
RQ12-04784	IRVINE VALLEY COLLEGE BOOKSTORE	CARE bookstore billing	1,976.49
RQ12-04785	JOYCE SEMANIK	CCCApply Annual Workshop JS	50.00
RQ12-04790	CARMENMARA HERNANDEZ-BRAVO	Reimbursement for Spanish DVD's	47.87
RQ12-04791	BRIAN ADAIR	Candidate Reimbursement - Adair	271.81
RQ12-04794	STATE BOARD OF EQUALIZATION	HAZARDOUS WASTE GENERATOR FEES	199.00
RQ12-04795	JANE ROSENKRANS	CCCApply Annual Workshop JR	50.00
RQ12-04796	COACH AMERICA	Bus for El Field Trip	955.00
RQ12-04797	CONNOR, CRAIG	CCCApply Annual Workshop CC	50.00
RQ12-04799	MC GANN, KATHLEEN	CCCApply Annual Workshop KM	50.00
RQ12-04800	NANCY FIACCO	CCCApply Annual Workshop NF	50.00
RQ12-04801	SHIRLEY GAUTHIER	CCCApply Annual Workshop SG	50.00
RQ12-04807	IRVINE VALLEY COLLEGE BOOKSTORE	EOPS Textbook Purchases	11,398.63
RQ12-04810	IRVINE VALLEY COLLEGE BOOKSTORE	EOPS Special Book Allocation Purchases	8,850.00
RQ12-04816	DEBRA L. FITZSIMONS	DEBRA FITZSIMONS TO ATTEND SPRING 2012	972.49
RQ12-04820	YOSEMITE COMMUNITY COL. DIST. FOR CCC REGISTRY JOB FAIR	ACBO CONF. Lunches for Los Angeles Job Fair 2012	200.00
RQ12-04824	S & B FOODS	Hillview High School Tour/Presentation	
RQ12-04834	WELLS FARGO #3317	Amazon.com	435.31
RQ12-04835	KIM MC CORD	K. McCORD 2012 ACBO Spring Conference	62.34
RQ12-04836	KIM MC CORD	K McCORD to Fiscal Standards Committee	1,137.26
RQ12-04837	KIM MC CODD	Meeting	475.60
RQ12-04850	KIM MC CORD GOOD HANDS CLEANERS	K. McCord to Fiscal Standards Committee Meeting	475.60
RQ12-04851		Cleaning of Tablecloths	95.00
NQ12-04051	SADDLEBACK BOOKSTORE - #296 FOLLETT HIGHER EDUCATION GROUP	Sweatshirts and Planners	505.30
RQ12-04853	PETERSON, LILIA	Conference for Lilla Peterson	732.00
RQ12-04867	JAMES REPKA	REIMBURSEMENT FOR LAB ROOM AUDIO CABLES	107.71
RQ12-04868	ROCKY CIFONE	CONFERENCE ATTENDANCE FOR ROCKY CIFONE	1,399.21
RQ12-04872	THOMAS L. SMITH	reimburse for BS1c Stamps purchased for ET200	201.45
RQ12-04884	RAJANPAL DHILLON	Reimbursement	40.88
RQ12-04890	WELLS FARGO #3317 (DISTRICT)	CableOrganizer.com	
RQ12-04893	MICHAEL CASSENS	Conf Reimb-SPSP 2012 Conference	71.75
RQ12-04894	KATHLEEN WERLE	Parking Reimbursement Kathleen Werle	1,156.28
RQ12-04895	SKYFIT TECH	Repair service/Life Fitness Center equipment	6.00
RQ12-04899	DEBRA KERR	FWATA Conference	475.00
RQ12-04900	SHANNON FASELER	reimbursement for notebook purchase	908.03
RQ12-04908	ROBERT BLOOMFIELD	Speech Team timers	52.67
RQ12-04912	WELLS FARGO #1598	Oxygen XML Editor Support Vendor: Syncro Soft	235,74
RQ12-04914	AMER. BUSINESS MACHINE REPAIR DBA ALL AMERICAN TONER	Repair to Michael O'Meara Printer	128.00 500.00
RQ12-04916	MARY ANSTADT	Reimburgment for Many Angladt CTE Callabases	
RQ12-04917	THOMAS MAC DUFF	Reimbursment for Mary Anstadt CTE Collaborative Reimbursement for Prof. Development	45.54 600.00

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# Board of Trustees Confirming Requisition Listing

p	Jacks to Sale	Listing	
	/08/2012 - 03/07/2012		
Requisition Number	n Vendor Name	Description	Requisition Total
RQ12-04920	JAMES REPKA	REIMBURSEMENT TO J.REPKA FOR VIDEO CABLE	26.92
RQ12-04921	LAGUNA WOODS VILLAGE POTTERS & SCULPTORS CLUB	Art Supplies for Spring 2012 Art Classes at LWV	4,275.00
RQ12-04922	JOHN GOSS	REIMBURSEMENT FOR TRAIN EXPENSES FOR TENNIS TEAM	181.00
RQ12-04925	WELLS FARGO #1598	SUPPLIES BIO. 15 - MICROBIOLOGY-RALPHS	70.00
RQ12-04931	CATHERINE BERES	Reimbursement for printer ink	70.00
RQ12-04938	GLENN ROQUEMORE	Expenses for Glenn to attend Awards Banquet	28.00
RQ12-04945	LIANNA ZHAO	#CCCAOE CONFERENCE	80.00
RQ12-04947	CHRISTINA SMITH	ConfReim-ExploringLiteracy-ReggioInspiredClass room	1,251.00 162.17
RQ12-04956	SANDRA MALAGON	Reimbursement for High School Counselor Conf.	00.00
RQ12-04969	TOD A. BURNETT	#CCCAA Converntion & Board Meeting	82.28
RQ12-04976	RICOH AMERICAS CORPORATION RICOH BUSINESS SOLUTIONS	Shipping and Handling-Ricoh Toner	900.00 11.50
RQ12-04980	JENNIFER MC CUE	Reimbursement for CCPRO Awards entry	***
RQ12-04990	RANDY W. PEEBLES	CONFERENCE RANDY PEEBLES	20.00
RQ12-05001	COACH AMERICA	Bus for Emeritus 2/25/12	499.00
RQ12-05002	FAWN TANRIVERDI	F. TANRIVERDI Conf. CALWORKS EXEC	1,489.53 716.91
RQ12-05006	B & P SERVICES, INC.	MEETING EMERGENCY HVAC PART FOR STUDENT	16.00
RQ12-05011	GOOD HANDS CLEANERS	SERVICES Cleaning of Tablecloths	
RQ12-05016	EDWIN TIONGSON	CCCFA State Championships 2012	140.00
RQ12-05020	COACH AMERICA	Bus for Emeritus Fieldtrip	5,919.12
RQ12-05036	W. W. GRAINGER	FASHION STUDENT SUPPLIES	955.00
RQ12-05049	JEFFREY W. HSU	Training	26.95
RQ12-05056	WELLS FARGO #1598	Irvine Entrepreneur Forum-Irvine Chamber of Comm	40.00 400.00
RQ12-05061	ERIN LONG	Reimbursement-Keyboard and mouse	45.54
RQ12-05077	AMERICAN RED CROSS ORANGE COUNTY CHAPTER	CPR/AED Cards for CPR Class	45.54 208.00
RQ12-05078	AMANDA BROUGHTON	Reimbursement-Dance costumes	
RQ12-05083	TONY LIPOLD	2012 CCCAA Annual Convention TONY LIPOLD	85.14
RQ12-05087	JERRY HANNULA	2012 CCCAA Annual Convention JERRY HANNULA	743.60 395.00
RQ12-05089	FRANCHISE TAX BOARD	Balance due to Franchise Tax Board	
RQ12-05092	NEWBEGINNINGS, INC. CATERING DIVISION	Youth Conf Finl Aid Outreach BREAKFAST/LUNCH	10.00 1,517.18
RQ12-05101	WELLS FARGO #3317 (DISTRICT)	OfficePrivacy.com	
	WELLS FARGO #4198	Awards for High School Film Festival-Sony Cierge	215.40
RQ12-05111	NEWBEGINNINGS, INC. CATERING DIVISION	Basic Skills Initiative Luncheon - Table Linens	1,047.07 80.81
RQ12-05112	BRUCE SOBCZAK	CONFERENCE BRUCE SOBCZAK	<b>.</b> ·
	TONY LIPOLD	Conference Travel Expenses TONY LIPOLD	537.67
	KEVIN O'CONNOR	Reimbursement travel expenses-Consultation	645.00
	JERRY HANNULA	Council	54.00
411		Conference / Travel Expenses-CCC Basketball Assoc.	170.00
RQ12-05121	HYDRO ENGINEERING, INC.	Hydroblaster Repair	589.63

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### **Board of Trustees Confirming Requisition** Listing

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Includes 02	/08/2012 - 03/07/2012		的自己的原则
Requisition Number	Vendor Name	Description	Requisition Total
RQ12-05133	S & B FOODS	Catering for App. Museum Advisory Meeting	193.95
RQ12-05149	MALIA HILL	Reimbursement - PERKINS - Fashion Show Competition	1,904.39
RQ12-05150	KARA MAHOTKA-PATTERSON	Reimbursement-Sp., 2012 Fee Based photo	189.68
RQ12-05153	SANDRA POPE	supplies Reimbursement for online training	F.F. 00
RQ12-05155	COACH AMERICA	El Field Trip	55.00
RQ12-05159	DAVID BUGAY	Conference for David Bugay	1,023.39
RQ12-05161	WILLIAM MC GUIRE	ConfReimb-Region VIII KCACTF Festival	706.48
RQ12-05165	ZINA BORATYNEC	ConfReimb-Coping with Asperger's	500.00
RQ12-05166	MICHELLE CRANER	ConfReimb-MAGIC Fashion Tradeshow	143.98
RQ12-05168	DIANE MC GROARTY	ConfReimb-MAGIC Fashion Tradeshow	440.68
RQ12-05169	CONNOR, CRAIG	CCC Classified Senate Seminar/ CRAIG	709.84
RQ12-05171	WELLS FARGO #3317 (DISTRICT)	CONNER	10.00
RQ12-05171	JALEH NAASZ	HP Online store	43.09
		ConfReimb-MAGIC Fashion Tradeshow	494.00
RQ12-05173	REBECCA KNAPP	ConfReimb-WBEA/CBEA Joint Regional Conference	406.14
RQ12-05175	GRISEL HEREDIA	CCC Classified Senate Seminar	10.00
RQ12-05176	MARIA KIERNAN	ConfReimb-Natural Pigments Painting Workshop	1,000.00
RQ12-05177	PAMELA TURNER	ConfReimb-Natural Pigments Painting Workshop	1,000.00
RQ12-05178	JUNE M. MILLOVICH	ConfReimb-Child Dev Advisory Meeting & Training	677.00
RQ12-05179	BARBARA TAMIALIS	Reimbursment-Child Dev Conference	334.92
RQ12-05180	HENCELYN CHU	ConfReimb-Clinical Laboratory Educators Conf	947.00
RQ12-05181	SENIYE MARGARET HUANG	ConfReimb-Innovations in Teaching:An ACES Workshop	100.00
RQ12-05182	BARBARA HUGGINS	ConfReimb-Innovations in Teaching:An ACES Workshop	100.00
RQ12-05184	MARK KRUHMIN	Reimbursement-C/TV/R Open House	124.54
RQ12-05191	JUSTIN WILFORD	ConfReimb-Assoc of American Geographers	500.00
RQ12-05196	BRIDGET HOIDA MULHOLLAND	ConfReimb-Assoc of Writing Professionals	500.00
RQ12-05197	STATE OF CALIFORNIA BOARD OF EQUALIZATION	Use Tax for CY 2011	53,415.00
RQ12-05201	BUDGET BLINDS	PRESIDENT'S OFFICE DRAPERIES	0.700.00
RQ12-05206	J.J. WINDSHIELDS	Windshields for Auto Tech vehicles	2,786.23
RQ12-05207	COACH AMERICA	Bus for El Field Trip	330.00
RQ12-05208	LISA DAVIS-ALLEN	Conf Reimburse-ACCCA Conf.	1,104.35
RQ12-05219	KATE REALISTA C/O PERFORMING ARTS	reimbursement for Backstage audition ad	457.57 80.00
RQ12-05223	LISA INLOW	Reimbursement-Equip Repairs	
RQ12-05229	GLENN ROQUEMORE	Travel for Glenn Roquemore/PTK Lunch/ACCCA	35.00 1,212.00
RQ12-05255	SOUTH COAST A.Q.M.D	MTG AQMD ANNUAL EMISSIONS FEE	
RQ12-05258	IAN BEACH		112.85
RQ12-05259	WILL GLEN	Reimbursement-FN 142 Groceries	18.25
RQ12-05262	BRANDYE D'LENA	ARMS Conference	340.00
		TRAVEL FOR BRANDYE/SACRAMENTO ACBO TASK FORCE MTG.	517.00
	HALEY NGUYEN	Reimbursement for grocery supplies for FN 226	117.73
RQ12-05264	LISA ELSTON	Faculty Reimbursement- simplicty patterns FASH 100	102.96

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### ReqPay211a

# Board of Trustees Confirming Requisition Listing

Requisition Number	Vendor Name	Description	Requisition Total
RQ12-05273	WELLS FARGO #1598	Microsoft Support Services	259.00
RQ12-05297	SO. ORANGE CO. COMM. COL.DIST	RETURNING R2T4 FUNDS PELL GRANT SPRING 2012	6,869.00
RQ12-05303	CA FORENSIC PHLEBOTOMY INC.	Blood Test	112.50
RQ12-05306	PARADIGM, INC.	Printing of IVC SU 2011 Diplomas & Certificates	133.20
RQ12-05311	ACCUITY	ACH Participant Directory	279.00
RQ12-05348	BELL'S INDUSTRIAL SERVICE	Washing Machine Repairs	321.37
RQ12-05354	BLAKE STEPHENS	supplies needed for hands on Arch class project	117.94
RQ12-05393	MAQUINSAL SEWING MACHINE CO.	Eq. Repair & Supplies	558.66
RQ13-00014	MAQUINSAL SEWING MACHINE CO.	Eq. Repair & Supplies	558.66
		Total 164	165,339.93

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#### ReqPay211a

# Board of Trustees Confirming Requisition Listing

数深的建筑	<b>常生,还是</b>	Fund Summary	THE STATE OF THE S	a the state of the
Fund	Descrip	tion	Requisition Count	Amount
01	General Fund		163	161,723.93
40	Capital Outlay Fund		1	3,616.00
		Total	164	165,339.93

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ITEM: 5.19 DATE: 3/26/12

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 12-11 to

Amend 2011-12 Restricted General Fund

**ACTION:** Approval

#### **BACKGROUND**

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

#### **STATUS**

In order to properly account for the revenues and expenditures of these funds, it is necessary to amend the 2011-12 adopted Budget.

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

Board Financial Assistance Program (BFAP) at Irvine Valley College	\$2,119
Disabled Students Programs & Services (DSPS) at Saddleback College	\$75,698
Matriculation at Saddleback College	(\$5,910)
Matriculation at Irvine Valley College	\$13,650
Non-credit Matriculation at Saddleback College	\$954
Non-credit Matriculation at Irvine Valley College	\$252
2011-12 Basic Skills Allocation at Irvine Valley College	\$7,318
Multimedia & Entertainment (NMME) Sub-award at Irvine Valley College	\$2,500
CTE-Teacher Preparation Pipeline at Saddleback College	\$120,000
Total Increase to the General Fund	\$216,581
Total Budget Amendment	\$216,581

#### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 12-11 to amend the 2011-12 Adopted Budget as indicated in Exhibits A & B.

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

#### **GENERAL FUND**

#### **RESOLUTION 12-11**

March 26, 2012

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$216,581 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 as follows:

<b>Fund</b>	<u>Account</u>	Income Source	<u>Amount</u>
01	8623	DISABLED STUDENTS PROG & SVCS	\$75,698
01	8629	OTHER CATEGORICAL APPORTIONMENT	\$18,383
01	8690	OTHER STATE REVENUE	\$122,500
			\$216,581

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:

<b>Account</b>	Expenditure Description	<u>Amount</u>
1000	ACADEMIC SALARIES	\$98,088
2000	CLASSIFIED SALARIES	\$80,732
3000	FRINGE BENEFITS	\$11,855
4000	BOOKS AND SUPPLIES	\$17,421
5000	OTHER OPERATING EXPENSES & SVCS	8,485
6000	CAPITAL OUTLAY	\$0
7000	OTHER OUTGO	\$0
		\$216,581
	1000 2000 3000 4000 5000 6000	1000 ACADEMIC SALARIES 2000 CLASSIFIED SALARIES 3000 FRINGE BENEFITS 4000 BOOKS AND SUPPLIES 5000 OTHER OPERATING EXPENSES & SVCS 6000 CAPITAL OUTLAY 7000 OTHER OUTGO

#### **GENERAL FUND**

#### **RESOLUTION 12-11**

March 26, 2012

#### BUDGET AMENDMENT EXPENDITURE DETAIL

#### Board Financial Assistance Program (BFAP) at Irvine Valley College INCOME OTHER CATEGORICAL 01- 8629-1-021-4-026-083-6460 APPORTIONMENT 2,119 **EXPENDITURE** 01- 5999-1-021-4-026-000-6460 ALLOCATED BUT NOT DISTRIBUTED 2,119 Disabled Students Programs & Services (DSPS) at Saddleback College INCOME 1-024-1-000-000-0000 DISABLED STUDENTS PROG & SVCS 01- 8623-75,698 **EXPENDITURE** 01- 2483-1-024-1-051-101-4930 TEMP INSTR SHORTERM, HOURLY 56,548 01- 2483-1-024-1-051-075-0835 TEMP INSTR SHORTERM, HOURLY 19,150 75,698 **Matriculation at Saddleback College** INCOME OTHER CATEGORICAL 01- 8629-1-030-1-051-096-6320 APPORTIONMENT (5,910)**EXPENDITURE** 01- 2342-1-030-1-051-096-6320 NON-INSTR CLASS, OT (1,000)01- 2383-1-030-1-051-096-6320 TEMP SHORTERM NON-INSTR, HOURLY (4,910)(5,910)**Matriculation at Irvine Valley College INCOME** OTHER CATEGORICAL 1-030-4-030-000-6320 APPORTIONMENT 13,650 **EXPENDITURE NON-INSTR SUPPLIES & MATERIALS** 01- 4600-1-030-4-030-000-6320 (OVER \$200) 13,650

#### Non-credit Matriculation at Saddleback College INCOME OTHER CATEGORICAL 01- 8629-1-031-1-051-000-6320 **APPORTIONMENT** 954 **EXPENDITURE NON-INSTR SUPPLIES & MATERIALS** 01- 4600-1-031-1-051-000-6320 (OVER \$200) 954 Non-credit Matriculation at Irvine Valley College INCOME OTHER CATEGORICAL 01- 8629-1-031-4-024-000-6320 **APPORTIONMENT** (4,781)OTHER CATEGORICAL 01- 8629-1-031-4-073-074-6320 **APPORTIONMENT** 5,033 252 **EXPENDITURE** NON-INSTR SUPPLIES & MATERIALS 01- 4600-1-031-4-073-074-6320 (OVER \$200) 252 2011-12 Basic Skills Allocation at Irvine Valley College **INCOME** OTHER CATEGORICAL 01- 8629-1-220-4-000-000-0000 **APPORTIONMENT** 7,318 **EXPENDITURE** TEMP NCLSRM FAC, STIPEND & 01- 1415-1-220-4-022-104-4930 PROJECTS 7,318 7,318 Multimedia & Entertainment (NMME) Sub-award at Irvine Valley College INCOME 01- 8690-1-252-4-080-093-0614 OTHER STATE REVENUE 2.500 **EXPENDITURE** TEMP NCLSRM FAC, STIPEND & 01- 1415-1-252-4-080-093-0614 **PROJECTS** 2,210 01- 3120-1-252-4-080-093-0614 STRS NON-INSTR STAFF 182 01- 3360-1-252-4-080-093-0614 MEDIC NINST EMPLY 32 01- 3520-1-252-4-080-093-0614 **UNEMP NINST STAFF** 36 1-252-4-080-093-0614 01- 3620-WCOMP NON-INSTRUCTIONAL 40 2,500

# CTE-Teacher Preparation Pipeline at Saddleback College

INC	<u>OME</u>		•	
01-	8690-	1-254-1-051-074-6310	OTHER STATE REVENUE	120,000
EVD		) <u> </u>		
	ENDITUE	a company of the comp		
01-	1412-	1-254-1-051-074-6310	TEMP NCLSRM FAC, OVERLOAD	6,000
01-	1414-	1-254-1-051-074-6310	TEMP NCLSRM FAC, SUMMER TEMP NCLSRM FAC, STIPEND &	15,360
01-	1415-	1-254-1-051-074-6310	PROJECTS	07.000
				67,200
01-	2383-	1-254-1-051-074-6310	TEMP SHORTERM NON-INSTR, HOURLY	10,944
01-	3120-	1-254-1-051-074-6310	STRS NON-INSTR STAFF	6,312
01-	3320-	1-254-1-051-074-6310	OASDI NINST CLSSF	689
01-	3360-	1-254-1-051-074-6310	MEDIC NINST EMPLY	1,360
01-	3520-	1-254-1-051-074-6310	UNEMP NINST STAFF	1,523
01-	3620-	1-254-1-051-074-6310	WCOMP NON-INSTRUCTIONAL	1,681
01-	4580-	1-254-1-051-074-6310	IN HOUSE DUP, PRINTING, GRAPHICS	1,350
			NON-INSTR SUPPLIES & MATERIALS	
01-	4600-	1-254-1-051-074-6310	(OVER \$200)	1,215
01-	5270-	1-254-1-051-074-6310	CONFERENCE/TRAVEL	1,750
01-	5891 <del>-</del>	1-254-1-051-074-6310	INDIRECT CHARGES	4,616
				120,000
				.20,000

BUDGET AMENDMENT GENERAL FUND RESOLUTION 12-11 March 26, 2012

COUNTY OF ORANGE )	
County Community College District of Ora	ne Board of Trustees of South Orange ange County, California, hereby certify that esolution in the amount of \$216,581 was duly at a regular meeting thereof held on
IN WITNESS WHEREOF, I have to find the second secon	hereunto set my hand and seal this 27th day
	Gary L. Poertner Secretary to the Board of Trustees

STATE OF CALIFORNIA )

**DATE:** 3/26/12

**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**

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

#### **RECOMMENDATION**

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

#### TRANSFER OF BUDGET APPROPRIATIONS

Journal Number	Account	Description	From	То
BR12-00421	01-2483-0-000-1-051-065-6499	HR INSTR STRM SAL	2,500.00	
	01-4344-0-000-1-051-065-6499	INSTR FEE-BASED SUPPLIES	2,000.00	
	01-5270-0-000-1-051-065-6499	CONFERENCE	66.00	
	01-5840-0-000-1-051-065-6499	POSTAGE	480.00	
	01-6410-0-000-1-051-065-6499 01-6411-0-000-1-051-065-6499	NEW EQUIPMENT	4,621.00	
	01-2342-0-000-1-051-065-6499	NEW EQUIP TECHNOLOGY NON-INSTR CLASS, OT	600.00	215.00
	01-2346-0-000-1-051-065-6499	NON-INSTRICEASS, OT		3,442.00
	01-2452-0-000-1-051-065-6499	INSTRICT OF		615.00
	01-2383-0-000-1-051-065-6499	HR SHORTERM SAL		4,974.00
	01-3310-0-000-1-051-065-6499	OASDI INSTR CLSSF		517.00
	01-3320-0-000-1-051-065-6499	OASDI NINST CLSSF		53.00
	01-3350-0-000-1-051-065-6499	MEDIC INSTR EMPLY		122.00
	01-3360-0-000-1-051-065-6499	MEDIC NINST EMPLY		14.00
	01-3510-0-000-1-051-065-6499	UNEMP INSTR STAFF		134.00
	01-3520-0-000-1-051-065-6499	UNEMP NINST STAFF		14.00
	01-3610-0-000-1-051-065-6499	WCOMP INSTRUCTIONAL		151.00
	01-3620-0-000-1-051-065-6499	WCOMP NON-INSTRUCTIONAL		16.00
			10,267.00	10,267.00
BR12-00427	01-2141-1-235-1-054-033-1223	RG CLERIC SAL	605.00	
	01-3410-1-235-1-054-033-1223	BENS CLSSRM FACULTY	10,000.00	
	01-3420-1-235-1-054-033-1223	BENS NINST CLSSF	19,177.00	
	01-1312-1-235-1-054-033-1223	HR CLSSRM FAC OL		605.00
	01-4600-1-235-1-054-033-1223 01-5271-1-235-1-054-033-1223	NON-INSTR SUPPLIES & MATERIALS DISTRICT EVENTS		6,433.00 7,450.00
	01-5651-1-235-1-054-033-1223	MAINT AGREEMNT		7,450.00
	01-5891-1-235-1-054-033-1223	INDIRECT CHARGES		7,844.00
			29,782.00	29,782.00
				20,702.00
BR12-00428	01-4300-0-000-4-070-084-1005	INSTR SUPPLIES & MATERIALS	350.00	
	01-4300-0-000-4-070-084-1007	INSTR SUPPLIES & MATERIALS	3,800.00	
	01-5810-0-000-4-070-084-1005 01-5811-0-000-4-070-084-1007	CONTRACT PRINTING CONTRACT SERVICES	500.00 3,000.00	
	01-2483-0-000-4-070-056-1007	HR INSTR STRM SAL	3,000.00	6,800.00
	01-5811-0-000-4-070-084-1005	CONTRACT SERVICES		850.00
			7,650.00	7,650.00
BR12-00431	01-1413-0-000-4-073-074-6310	HR NCLSRM FAC PT	16,000.00	
DK 12-00431	01-1414-0-000-4-073-074-6310	HR NCLSRM FAC SUM	34,000.00	
	01-2383-1-030-4-030-000-6320	HR SHORTERM SAL	34,951.00	
	01-5840-1-030-4-030-000-6320	POSTAGE	26,744.00	
	01-1414-1-030-4-073-074-6310	HR NCLSRM FAC SUM		50,000.00
	01-2383-0-000-4-030-000-6210	HR SHORTERM SAL		25,000.00
	01-3120-1-030-4-073-074-6310	STRS NON-INSTR STAFF		10,000.00
	01-5651-1-030-4-024-000-6320	MAINT AGREEMNT		897.00
	01-5651-1-030-4-030-000-6320 01-5840-0-000-4-030-000-6210	MAINT AGREEMNT POSTAGE		798.00 25,000.00
	01-30-0-0-000-4-030-000-0210	FOSTAGE	444.005.00	
			111,695.00	111,695.00
BR12-00433	01-2141-2-090-1-054-033-1205	RG CLERIC SAL	2,000.00	
	01-3220-2-090-1-054-033-1205	PERS NON-INSTR STAFF	1,000.00	
	01-3420-2-090-1-054-033-1205	BENS NINST CLSSF	400.00	
	01-4300-2-090-1-054-033-1205 01-6410-2-090-1-054-033-1205	INSTR SUPPLIES & MATERIALS NEW EQUIPMENT	2,800.00	6,200.00
			6,200.00	6,200.00
BR12-00435	01-5153-1-095-1-050-000-4900 01-2131-1-095-1-050-000-4900	CONSULTANT PC MANAGER SAL	40,000.00	40.000.00
	01-∠131-1-090-1-000-000-4900	RG MANAGER SAL		40,000.00
			40,000.00	40,000.00

Journal Number	Account	Description	From	То
BR12-00441	01-1413-1-021-1-026-000-6460 01-6411-1-021-1-026-000-6460 01-5830-1-021-1-026-000-6460	HR NCLSRM FAC PT NEW EQUIP TECHNOLOGY ADVERTISING	1,540.00 5,010.00	6,550.00
			6,550.00	6,550.00
BR12-00442	01-3420-1-249-1-024-000-6499 01-5271-1-249-1-024-000-6499 01-5900-1-249-1-024-000-6499 01-2342-1-249-1-024-000-6499 01-4580-1-249-1-024-000-6499 01-4600-1-249-1-024-000-6499 01-5811-1-249-1-024-000-6499	BENS NINST CLSSF DISTRICT EVENTS GRANTS/ALLOCATION NON-INSTR CLASS, OT DUPL CHBACKS NON-INSTR SUPPLIES & MATERIALS CONTRACT SERVICES	9,324.00 1,100.00 8,830.00	10,324.00 208.00 2,100.00 6,622.00
			19,254.00	19,254.00
BR12-00444	01-5650-0-100-1-025-000-4900 01-6412-0-100-1-025-000-4900 01-6410-0-100-1-025-000-4900	EQUIPMENT REPAIR SFTWRE (=/-/\$200 & life >1 yr) NEW EQUIPMENT	12,500.00 14,506.00	27,006.00
			27,006.00	27,006.00
BR12-00447	01-5999-0-000-7-013-099-6610 01-6999-0-000-7-013-099-6610 01-5153-0-000-7-011-000-6610 01-5153-0-000-7-013-092-6773 01-5153-0-000-7-015-000-6780	OPR EXP SRVS HOLDING CAPITAL OUTLAY HOLDING CONSULTANT CONSULTANT CONSULTANT	51,323.00 77,177.00	32,500.00 65,000.00 31,000.00
			128,500.00	128,500.00
BR12-00449	01-2342-0-000-1-023-000-6750 01-4200-0-000-1-023-000-6750 01-5270-0-000-1-023-000-6750	NON-INSTR CLASS, OT BOOKS/MAGAZINE & PERIODICALS CONFERENCE	3,000.00 2,500.00	5,500.00
			5,500.00	5,500.00
BR12-00450	01-5814-0-000-1-055-056-1007 01-2342-0-000-1-055-056-1007 01-2344-0-000-1-055-056-1007 01-2346-0-000-1-055-056-1007 01-2383-0-000-1-055-056-1007	CONTR SVCS(FEE) NON-INSTR CLASS, OT Comp Time Pay off NON-INSTR CL SUB HR SHORTERM SAL	13,020.00	2,465.00 4,007.00 4,542.00 2,006.00
			13,020.00	13,020.00
BR12-00451	01-6220-0-000-1-025-000-6510 01-5510-0-000-1-025-000-6570	BLDG (CNTRCT SRV) TRASH REMOVAL	90,000.00	90,000.00
			90,000.00	90,000.00
BR12-00463	01-5814-0-000-1-030-000-6210 01-5810-0-000-1-030-000-6210 01-6410-0-000-1-030-000-6210	CONTR SVCS(FEE) CONTRACT PRINTING NEW EQUIPMENT	6,000.00	1,000.00 5,000.00
			6,000.00	6,000.00
BR12-00466	01-2161-1-050-1-034-089-6950 01-6410-1-050-1-034-089-6950	RG SVMAINT SAL NEW EQUIPMENT	11,000.00	11,000.00
			11,000.00	11,000.00
BR12-00480	01-4200-0-608-8-016-060-0956 01-4300-0-608-8-016-060-0956 01-5812-0-608-8-016-060-0956	BOOKS/MAGAZINE & PERIODICALS INSTR SUPPLIES & MATERIALS CONTRACT SVCS SOFTWARE LICENSI	10,000.00	5,000.00 5,000.00
			10,000.00	10,000.00
BR12-00489	01-4300-0-000-1-058-000-4900 01-6410-0-000-1-058-000-6011	INSTR SUPPLIES & MATERIALS NEW EQUIPMENT	6,500.00	6,500.00
			6,500.00	6,500.00
BR12-00500	01-4600-2-040-4-026-083-6460 01-5825-2-040-4-026-083-6460	NON-INSTR SUPPLIES & MATERIALS OTHER OPERATING EXPENSES & SVC	10,000.00	10,000.00
			10,000.00	10,000.00

Journal Number	Account	Description	From	То
BR12-00505	01-4300-0-000-1-058-000-4900	INSTR SUPPLIES & MATERIALS	7,000.00	
	01-6410-0-000-1-058-000-6011	NEW EQUIPMENT		7,000.00
			7,000.00	7,000.00
BR12-00508	01-2141-2-235-1-054-033-1223	RG CLERIC SAL	5,295.00	
	01-3620-2-235-1-054-033-1223	WCOMP NON-INSTRUCTIONAL	256.00	
	01-4344-2-235-1-054-033-1223	INSTR FEE-BASED SUPPLIES	440.00	
	01-4600-2-235-1-054-033-1223	NON-INSTR SUPPLIES & MATERIALS	790.00	
	01-6411-2-235-1-054-033-1223	NEW EQUIP TECHNOLOGY	1,643.00	
	01-1111-2-235-1-054-033-1223	RG CLSSRM FAC SAL		6,394.00
	01-1312-2-235-1-054-033-1223	HR CLSSRM FAC OL		752.00
	01-3110-2-235-1-054-033-1223	STRS INSTR STAFF		591.00
	01-3350-2-235-1-054-033-1223	MEDIC INSTR EMPLY		103.00
	01-3420-2-235-1-054-033-1223	BENS NINST CLSSF		341.00
	01-3510-2-235-1-054-033-1223	UNEMP INSTR STAFF		114.00
	01-3610-2-235-1-054-033-1223	WCOMP INSTRUCTIONAL		129.00
			8,424.00	8,424.00
BR12-00510	01-1413-1-021-1-026-000-6460	HR NCLSRM FAC PT	249.00	
	01-2141-1-021-1-026-000-6460	RG CLERIC SAL	20.740.00	
	01-5812-1-021-1-026-000-6460	CONTRACT SVCS SOFTWARE LICENSI	•	20,989.00
			20,989.00	20,989.00
			575,337.00	575,337.00

# Recommended for Ratification

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

Saddleback College			
Journal Number	BR12-00422	BR12-00460	BR12-00487
	BR12-00423	BR12-00461	BR12-00488
	BR12-00424	BR12-00462	BR12-00490
	BR12-00425	BR12-00467	BR12-00492
	BR12-00426	BR12-00468	BR12-00493
	BR12-00429	BR12-00469	BR12-00494
	BR12-00430	BR12-00470	BR12-00495
	BR12-00432	BR12-00471	BR12-00496
	BR12-00434	BR12-00472	BR12-00503
	BR12-00436	BR12-00473	BR12-00504
	BR12-00438	BR12-00475	BR12-00506
	BR12-00439	BR12-00476	BR12-00507
	BR12-00440	BR12-00477	BR12-00509
	BR12-00445	BR12-00478	BR12-00511
	BR12-00456	BR12-00479	BR12-00512
	BR12-00457	BR12-00481	BR12-00513
	BR12-00458	BR12-00484	
	BR12-00459	BR12-00486	
Irvine Valley College			
ir vine vaney conege			
Journal Number	BR12-00446	BR12-00474	BR12-00499
	BR12-00464	BR12-00482	BR12-00501
	BR12-00465	BR12-00498	BR12-00502
District			
Journal Number	BR12-00437	BR12-00448	

**DATE:** 3/26/12

**TO:** Board of Trustees

FROM: Gary L. Poertner, Chancellor

**RE:** SOCCCD: Payment of Bills

**ACTION:** Approval

#### **BACKGROUND**

In accordance with the provisions of Article 4 of Chapter 8 of the California Education Code, Sections 85230-36, inclusive, vendor check listings are submitted at each meeting for the approval of the Board of Trustees.

#### **STATUS**

Checks No. 156199 through 156895 processed through the Orange County Department of Education, totaling \$4,633,180.02; and Checks No. 010342 through 010352, processed through Saddleback College Community Education, totaling \$16,562.41; and Checks No. 008970 through 008981, processed through Irvine Valley College Community Education, totaling \$73,763.79 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 (	)2/08/2012 through (	03/07/2012	
Check Number	Check Date	Pay to the Order of	Check Amount
156199	02/08/2012	AT&T	11.59
156200	02/08/2012	SAN DIEGO GAS & ELECTRIC	910.10
156201	02/08/2012	XEROX CORP.	365.24
156202	02/08/2012	XEROX CORPORATION	187.00
156203	02/09/2012	CONDOR, INC.	4,954.00
156204	02/09/2012	CRESCENT STAFFING, INC.	16,744.00
156205	02/09/2012	ENAMIX, INC.	5,600.00
156206	02/09/2012	GKKWORKS	11,936.00
156207	02/09/2012	JOYCE INSPECTION & TESTING	6,384.00
156208	02/09/2012	MC CARTHY BUILDING COMPANIES	61,714.00
156209	02/09/2012	NEWPORT COMPUTER SOLUTIONS	4,219.49
156210	02/09/2012	PARSONS BRINCKERHOFF, INC.	3,663.95
156211	02/09/2012	R2A ARCHITECTURE	117,14
156212	02/09/2012	RGP PLANNING & DEVELOPMENT SERVICES	33,651.34
156213	02/09/2012	RJM DESIGN GROUP, INC.	6,142.58
156214	02/09/2012	CITY OF TUSTIN ATTN: CITY MANAGER'S OFFICE	550.00
156215	02/09/2012	PAR WEST TURF SERVICES INC.	3,987.72
156216	02/09/2012	THE PATON GROUP	269.38
156217	02/09/2012	NCS PEARSON, INC.	1,091.54
156218	02/09/2012	LILIANN PEREZ-STROUD	360.00
156219	02/09/2012	POWER FORD TUSTIN	50.94
156220	02/09/2012	PRO LINE GYMNASIUM FLOORS, INC	5,950.00
156221	02/09/2012	PROFORMA	1,907.18
156222	02/09/2012	PURETEC	513.36
156223	02/09/2012	QUALITY OFFICE FURNISHINGS	9,049.46
156224	02/09/2012	QUEST DIAGNOSTICS	367.01
156225	02/09/2012	QUEZADA PRO LANDSCAPE, INC.	3,960.00
156226	02/09/2012	RSCCD ATTN: PETER HARDASH BUSINESS OPERATIONS	2,847.60
156227	02/09/2012	RICOH AMERICAS CORPORATION	65.56
156228	02/09/2012	THE RIEGLE PRESS, INC.	43.00
		Unpaid Sales Tax 3.33	
		Expensed Amount 46.33	
156229	02/09/2012	SABLE SYSTEMS INT'L INC.	3,425.50
		Unpaid Sales Tax 264.31	
450000	00/00/0040	Expensed Amount 3,689.81	
156230	02/09/2012	SAFEWAY INC/PAVILIONS	467.61
156231	02/09/2012	SANTA FE JEWELER'S SUPPLY	701.95
		Unpaid Sales Tax48.20	
456020	00/00/0040	Expensed Amount 750.15	
156232	02/09/2012	SCANTRON CORPORATION	151.93
156233	02/09/2012	JARED SCOTT	90.00
156234	02/09/2012	SHRED-IT CAMPO ENTERPRISES, INC.	140.00
156235	02/09/2012	SIEMENS INDUSTRY INC.	168.65
156236	02/09/2012	SMARDAN SUPPLY - EL MONTE	1,100.00
156237	02/09/2012	SMART LEVELS MEDIA	1,051.64
156238	02/09/2012	DANIEL SMITH, INC.	2,002.35
		Unpaid Sales Tax 155.18	
		Expensed Amount 2,157.53	
The state of the s		POPER S. C. S. S. CARRELL D. L. STATE OF THE CONTROL OF THE CONTRO	

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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Cilects Dated 0	2/08/2012 through (	03/07/2012	
Check Number	Check Date	Pay to the Order of	Check Amour
156239	02/09/2012	SOUTHERN COUNTIES OIL DBA/SC FUELS	4,786.44
156240	02/09/2012	SPORTS IMPORTS	1,564.4
156241	02/09/2012	TOMARK SPORTS, INC.	1,044.15
156242	02/09/2012	TUTTLE-CLICK FORD	160.18
156243	02/09/2012	U.S. DATA TRUST CORPORATION	8,000.00
156244	02/09/2012	ULINE ATTN: ACCOUNTS RECEIVABLE	211.38
156245	02/09/2012	UNITED INTERIORS	240.95
156246	02/09/2012	UNITED SITE SERVICES OF CALIFORNIA, INC.	315.82
156247	02/09/2012	LAURIE M. VARTANIAN dba RELIABLE RESPONSE	500.00
156248	02/09/2012	VENTEK INTERNATIONAL	180.00
156249	02/09/2012	VEOLIA ES TECHNICAL SOLUTIONS, LLC	132.75
156250	02/09/2012	VILLA FORD	22,727.48
156251	02/09/2012	WARD'S NATURAL SCIENCE	404.24
156252	02/09/2012	WARE DISPOSAL CO., INC.	125.95
156253	02/09/2012	WEST PAYMENT CENTER	70.04
156254	02/09/2012	SO. ORANGE CO. COMM. COL. DISTWORKERS	1,751.89
		COMPENSATION	1,751.08
156255	02/09/2012	3D RAPID PROTOTYPING INC.	5,290.51
156256	02/09/2012	AAA ACCESS SMOG	50.00
156257	02/09/2012	APPLE COMPUTER INC.	124.99
156258	02/09/2012	AUCA LOS ANGELES	7.9
156259	02/09/2012	AVENTURA SAILING ASSOC.	150.00
156260	02/09/2012	B & H PHOTO	541.15
		Unpaid Sales Tax 41.94	071.10
		Expensed Amount 583.09	
156261	02/09/2012	LAURI BURNS	120.00
156262	02/09/2012	CALWORKS ASSOCIATION LILY HUNNEMEDER-BERGFELT, DIR.	295.00
156263	02/09/2012	CAPT BUSINESS OFFICE	167.63
156264	02/09/2012	CLUB CAR, INC.	228.85
56265	02/09/2012	DATAMAX O'NEIL	1,197.13
56266	02/09/2012	EAGLE COMMUNICATIONS	257.39
56267	02/09/2012	FEDERAL EXPRESS	135.37
56268	02/09/2012	FISHER SCIENTIFIC	
56269	02/09/2012	SAMUEL FRENCH	243.45
56270	02/09/2012	ASCLS CLEC	210.00
56271	02/09/2012	CALWORKS ASSOCIATION LILY HUNNEMEDER-BERGFELT, DIR.	595.00 295.00
56272	02/09/2012	CALWORKS ASSOCIATION LILY HUNNEMEDER-BERGFELT, DIR.	295.00
56273	02/09/2012	CCCCSSAA do BRUCE PATT	200.00
56274	02/09/2012	COMMUNITY COLLEGE LEAGUE OF CALIFORNIA	300.00
56275	02/09/2012	FAIRMONT HOTEL - SAN FRANCISCO	235.00
56276	02/09/2012	FAIRMONT HOTEL - SAN FRANCISCO	551.25
56277	02/09/2012	FAIRMONT HOTEL - SAN FRANCISCO	551.25
56278	02/09/2012	FAIRMONT HOTEL - SAN FRANCISCO	689.94
56279	02/09/2012	TERESA FLUEGEMAN	689.94
56280	02/09/2012	FWATA	213.19
56281	02/09/2012		175.00
6282	02/09/2012	RUSSELL HAMILTON	204.15
Andrew Andrew - Andrew - constitution and the second	The second secon	LITTLE AMERICA HOTEL	604.65
~ preceding Checks		cordance with the District's Policy and authorization ES hat the preceding Checks be approved.	CAPE ONLIN

Check Number	Check Date	Pay to the Order of	Check Amou
156283	02/09/2012	PAUL MC LEOD	500.0
156284	02/09/2012	CLIFFORD MEYER	293 2
156285	02/09/2012	NAACLS	300.0
156286	02/09/2012	NCMPR	550.0
156287	02/09/2012	NCMPR	550.0
156288	02/09/2012	NCMPR	625.0
	i on 02/14/2012, Cance	el Register # AP02152012	020.0
156289	02/09/2012	NCMPR	550.0
		Register # AP02152012	
56290	02/09/2012	TERENCE NELSON C/O VETS CENTER	80.00
56291	02/09/2012	CHRISTINA NIGRELLI	738.2
56292	02/09/2012	ORANGE CO. DEPT. OF EDUCATION	20.00
56293	02/09/2012	HEIDI M. OCHOA	105.00
56294	02/09/2012	PACIFIC SOUTHWEST COLLEGIATE FORENSICS	531.00
F000F		ASSOC. (PSCFA)	
56295	02/09/2012	MIKE REED	500.0
56296	02/09/2012	SHERATON	878.9
56297	02/09/2012	TOWN & COUNTRY RESORT HOTEL & CONVENTION	480.7
562 <del>9</del> 8	00/40/0040	CENTER	
56299	02/10/2012	OC REGISTER COMMERCIAL BILLING	3,616.0
	02/10/2012	ACSIG/EDGE	127,137.1
56300 56301	02/10/2012	ACSIG/EDGE	42,166.1
56301	02/10/2012	HYATT LEGAL	7,121.4
56302	02/10/2012	PACIFICARE BEHAVIORAL HEALTH	3,066.6
56303	02/10/2012	PRUDENTIAL INSURANCE COMPANY OF AMERICA	25,847.7
56304	02/10/2012	PRUDENTIAL INSURANCE COMPANY OF AMERICA	14,360.1
56305	02/10/2012	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	1,170,601.0
56306	02/10/2012	UNUM LIFE INSURANCE COMPANY	3,278.6
56307	02/10/2012	UNUM LIFE INSURANCE COMPANY	1,323.3
56308	02/10/2012	ACSIG/EDGE	19,681.9
56309	02/10/2012	ACSIG/EDGE	5,323.5
66310	02/10/2012	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	322,125.0
6311	02/13/2012	OFFICEMAX CONTRACT INC.	9,966.2
6312	02/13/2012	OFFICEMAX CONTRACT INC.	19.3
66313	02/14/2012	AT&T	5.20
6314	02/14/2012	AT&T	5,475.4
6315	02/14/2012	AT&T	11.6
6316	02/14/2012	SOUTHERN CALIFORNIA GAS CO.	140.88
6317	02/14/2012	XEROX CORP.	1,086.79
6318	02/14/2012	XEROX CORPORATION	3,071.46
6319	02/14/2012	A-1 AWARDS	15.09
6320	02/14/2012	AARDVARK CLAY AND SUPPLIES	1,571.00
6321	02/14/2012	ADCLUB ADVERTISING SERVICE	1,505.00
6322	02/14/2012	AMERICAN TIME & SIGNAL CO.	3,930.26
		Unpaid Sales Tax 298.06	0,000,20
		Expensed Amount 4,228.32	
6323	02/14/2012	AMSTERDAM PRINTING & LITHO	194.29
		Unpaid Sales Tax 10.70	104.23
		Expensed Amount 204.99	
6324	02/14/2012	AMTECH ELEVATOR SERVICES	396.11

Check Number	Check Date	Pay to the Order of			Check Amou
156325	02/14/2012	APPLE COMPUTER INC	<b>&gt;</b> .		16,624.0
156326	02/14/2012	ATHENA COLLEGE OF	BEAUTY		31,199.0
156327	02/14/2012	BAKER & TAYLOR			505.9
156328	02/14/2012	BLICK ART MATERIALS	<b>;</b>		536.9
156329	02/14/2012	CAL PRO SPORTS			5,252.6
56330	02/14/2012	CAROLINA BIOLOGICAI	L SUPPLY		39.9
56331	02/14/2012	CDW GOVERNMENT, IN	NC.		3,700.0
56332	02/14/2012	JESSICA M. CHA			24.0
56333	02/14/2012	CINEMA SECRETS, INC	<b>).</b>		1,060.
56334	02/14/2012	COACH AMERICA			2,164.
56335	02/14/2012	COLLEGE SOURCE, INC	C.		6,345.0
56336	02/14/2012	COMPUTERLAND			180.
56337	02/14/2012	CORPORATE BUSINES	S INTERIORS		456.6
56338	02/14/2012	COX INDUSTRIAL SERV	/ICES, INC.		425.0
56339	02/14/2012	CPP, INC. D	AVIES-BLACK PUBLISHIN	G	3,336.
			Unpaid Sales Tax	258.54	•
			Expensed Amount	3,594.54	
56340	02/14/2012	CUSTOMINK, LLC			734.1
			Unpaid Sales Tax	56.95	
			Expensed Amount	791.75	
66341	02/14/2012	ACCUBANKER			451.3
			Unpaid Sales Tax	32.94	
			Expensed Amount	484.32	
66342	02/14/2012	3D SYSTEMS, INC.			1,551.8
			Unpaid Sales Tax	117.03	
20040	0014.1100.10		Expensed Amount	1,668.87	
6343	02/14/2012	AMER. RED CROSS			264.0
6344	02/14/2012	ATKINSON, ANDELSON	, LOYA, RUUD & ROMO		400.0
66345	02/14/2012	W. MIKE DALE			21.1
6346	02/14/2012	SPARKLETTS			723.8
6347	02/14/2012	DURAWEAR GLOVE & S	SAFETY CO.		193.0
			Unpaid Sales Tax	13.95	
0040	00/44/0046		Expensed Amount	206.98	
6348	02/14/2012	EAGLE COMMUNICATIO			58.5
6349	02/14/2012	ERNEST PACKAGING S			252.7
6350	02/14/2012	FERGUSON ENTERPRIS	SES INC #1350		177.4
6351	02/14/2012	FISHER SCIENTIFIC			991.5
6352	02/14/2012	FRY'S ELECTRONICS			833.4
6353	02/14/2012	DAIRY DEPOT			68.8
6354	02/15/2012	A GOOD SIGN AND GRA			91,227.0
6355	02/15/2012	DAVID E. ANDERSON, J	R.		39.0
6356	02/15/2012	KHRISTINA AVALOS			12.7
6357	02/15/2012	CALWORKS ASSOCIATION HUNNEMEDER-BERGFE			295.0
6358	02/15/2012	CALWORKS ASSOCIATION HUNNEMEDER-BERGFE	ON LILY		295.0
3359	02/15/2012	CALWORKS ASSOCIATE HUNNEMEDER-BERGFE	ON LILY		295.0
3360	02/15/2012	TERESA CAMACHO	· · · · · · · · ·		14,9
361	02/15/2012	BRUCE GILMAN			61.6

001 - South Orange County Community
College District

Generated for Nancy Hulse (NHULSE), Mar 8 2012 9:49AM

Checks Dated 0	)2/08/2012 through (	03/07/2012	
Check Number	Check Date	Pay to the Order of	Check Amount
156362	02/15/2012	GRANICUS, INC.	1,075.00
156363	02/15/2012	GEORGINA GUY	43.30
156364	02/15/2012	BRUCE HAGAN	14.99
156365	02/15/2012	MICHAEL D. HAGGIN	1,000.00
156366	02/15/2012	HOME DEPOT	2,721.56
156367	02/15/2012	ANTHONY HUNTLEY	62.00
156368	02/15/2012	DR CRAIG JUSTICE	107.98
156369	02/15/2012	OC REGISTER COMMERCIAL BILLING	432.00
156370	02/15/2012	REALINI, YVONNE	34.84
156371	02/15/2012	JEANNE SMITH	62.00
156372	02/15/2012	HOME DEPOT	136.14
156373	02/15/2012	MARYAM AFSHARI	705.98
156374	02/15/2012	BUTTE COLLEGE CCC TECHNOLOGY CENTER	75.00
156375	02/15/2012	CCCAOE RICH MABERY, EXECUTIVE SEC.	790.00
156376	02/15/2012	CCCCSSAA do BRUCE PATT	300.00
156377	02/15/2012	CHERYL DELSON	338.50
156378	02/15/2012	EMIKO KIYOCHI	649.96
156379	02/15/2012	ROOPA MATHUR	1,400.00
156380	02/15/2012	KEN PATTON	186.62
156381	02/15/2012	TAMERA RICE	723.06
156382	02/15/2012	GARY RYBOLD	3,975.08
156383	02/15/2012	JOE SUPE	457.69
156384	02/15/2012	WESTIN HOTEL SAN FRANCISCO AIRPORT	315.74
156385	02/15/2012	CATALYST CONSULTING	9,450.00
156386	02/15/2012	HCTD., LLC c/o HUDSON PACIFIC PROPERTIES	22,750.00
156387	02/15/2012	i3 SOLUTIONS	4,000.00
156388	02/15/2012	IRONWOOD PLUMBING, INC.	24,508.00
156389	02/15/2012	NEUDESIC, LLC	56,790.00
156390	02/15/2012	NIMBLE CONSULTING	11,125.00
156391	02/15/2012	PENN CORPORATE RELOCATION SERVICES, INC.	250.00
156392	02/15/2012	RR SYSTEMS, INC.	1,924.00
156393	02/15/2012	TECTA AMERICA SOUTHERN CALIFORNIA, INC.	24,600.00
156394	02/15/2012	BOB PARRETT CONSTRUCTION	1,837.00
156395	02/15/2012	PENN CORPORATE RELOCATION SERVICES, INC.	250.00
156396	02/15/2012	J.W. PEPPER & SON, INC.	300.71
156397	02/15/2012	POWER FORD TUSTIN	89.00
156398	02/15/2012	THOMAS JOHN PRENDERGAST	46.99
156399	02/15/2012	PROBE MASTER INC.	1,442.92
156400	02/15/2012	PROFORCE MARKETING INC. PROFORCE LAW ENFORCEMENT	2,916.12
156401	02/15/2012	QUEZADA PRO LANDSCAPE, INC.	5,820.00
156402	02/15/2012	REALVOLLEYBALL.COM	6,369.61
156403	02/15/2012	JOHN RICHARDS	19.80
156404	02/15/2012	RICOH AMERICAS CORPORATION	65.56
156405	02/15/2012	HM RECEIVABLES CO II LLC	620.13
156406	02/15/2012	S & B FOODS CATERING DIVISION	73.54
156407	02/15/2012	SAFE NAVIGATION, INC.	68.46
156408	02/15/2012	SAFEWAY INC/PAVILIONS	36.88

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Checks Dated 02	2/08/2012 through (	03/07/2012	
Check Number	Check Date	Pay to the Order of	Check Amount
156409	02/15/2012	SARGENT-WELCH LLC VWR INTERNATIONAL	613.21
156410	02/15/2012	SCANTRON CORPORATION	570.48
156411	02/15/2012	JARED SCOTT	90.00
156412	02/15/2012	SECURITAS SECURITY SVCS, USA	3,860.64
156413	02/15/2012	SHRED-IT CAMPO ENTERPRISES, INC.	104.00
156414	02/15/2012	SIEMENS INDUSTRY INC.	94.61
156415	02/15/2012	SIMS-ORANGE WELDING SUPPLY	197.01
156416	02/15/2012	RAJBIR SINGH	144.00
156417	02/15/2012	SMARDAN SUPPLY - EL MONTE	520.32
156418	02/15/2012	SMART LEVELS MEDIA	476.79
156419	02/15/2012	SMART VEND CORPORATION	4,297.80
156420	02/15/2012	THOMAS L. SMITH	201.45
156421	02/15/2012	SO COAST A.Q.M.D.	1,002.85
156422	02/15/2012	SO. COAST FIRE PROTECTION	1,070.00
156423	02/15/2012	STRAPS UNLIMITED	1,163.70
156424	02/15/2012	TALK TECHNOLOGIES INC.	1,777.00
		Unpaid Sales Tax 135.55	.,
		Expensed Amount 1,912.55	
156425	02/15/2012	DR. ROBERT J. TAYLOR	622.22
156426	02/15/2012	TECHNIC BUSINESS SOLUTIONS	648.41
156427	02/15/2012	TECTA AMERICA SOUTHERN CALIFORNIA, INC.	495.00
156428	02/15/2012	TOMARK SPORTS, INC.	2,677.60
156429	02/15/2012	TROXELL COMMUNICATIONS, INC.	789.81
156430	02/15/2012	TUSTIN UNIFIED SCHOOL DISTRICT	600.00
156431	02/15/2012	UNITED SITE SERVICES OF CALIFORNIA, INC.	300.62
156432	02/15/2012	ROBERT WADDINGTON	120.00
156433	02/15/2012	WEST PAYMENT CENTER	70.04
156434	02/15/2012	DOUGLAS WESTLAKE	1,020.00
156435	02/15/2012	WILSON SPORTING GOODS, INC	1,665.38
156436	02/15/2012	RANDALL WOLTZ	14.23
156437	02/15/2012	PETCO ANIMAL SUPPLIES, INC.	135.34
156438	02/15/2012	ROCKVIEW FARMS	398.84
156439	02/15/2012	SMART & FINAL IRIS CO.	548.27
156440	02/16/2012	MARGUERITE BEAL	140.00
156441	02/16/2012	DENISE BLAIR	420.00
156442	02/16/2012	CITRIX ONLINE	1,740.60
156443	02/16/2012	COMPUTERLAND	84.00
156444	02/16/2012	CORNER BAKERY CAFE STORE #219	106.82
156445	02/16/2012	CORNER BAKERY CAFE STORE #219	511.78
156446	02/16/2012	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE, CASHIERING	255.00
156447	02/16/2012	SPARKLETTS	1,028.96
156448	02/16/2012	EDUCATIONAL INNOVATIONS	94.08
156449	02/16/2012	EXCELSIOR ELEVATOR CORPORATION	975.00
156450	02/16/2012	FISHER SCIENTIFIC	275.80
156451	02/16/2012	SHELL FLEET CARD SERVICES PROCESSING CENTER	1,851.40
156452	02/16/2012	APPLE COMPUTER INC.	833.52
156453	02/16/2012	EMPLOYMENT DEVELOPMENT DEPT.	4,400.20

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 0	2/08/2012 through (	3/07/2012		
Check Number	Check Date	Pay to the Order of		Check Amount
156454	02/21/2012	AT & T		225.48
156455	02/21/2012	AT & T		63.27
156456	02/21/2012	OFFICEMAX CONTRACT INC.		4,874.03
156457	02/21/2012	SAN DIEGO GAS & ELECTRIC		41,404.90
156458	02/21/2012	SOUTHERN CALIFORNIA EDISON CO.		1,496.13
156459	02/21/2012	SOUTHERN CALIFORNIA EDISON CO.		98.33
156460	02/21/2012	SOUTHERN CALIFORNIA GAS CO.		11,539.04
156461	02/21/2012	BUTTE COLLEGE CCC TECHNOLOGY CENT	ER	90.00
156462	02/21/2012	CALIFORNIA COMMUNITY COLLEGES C/O JULIE MOD		225.00
156463	02/21/2012	CALWORKS ASSOCIATION LILY HUNNEMEDER-BERGFELT, DIR.		295.00
156464	02/21/2012	CCCAOE RICH MABERY, EXECUTIVE SI	-0	
	-	Register # AP03062012	<b>=</b> C,	395.00
156465	02/21/2012	ROBERT COSGROVE		<i>EE</i> 0 <i>E</i>
156466	02/21/2012	FESS PARKER'S DOUBLETREE RESORT		55.05
156467	02/21/2012	EXCHANGE CLUB OF IRVINE		250.62
156468	02/21/2012	FWATA		60.00
156469	02/21/2012	TOWN & COUNTRY RESORT HOTEL & CONVENTION CENTER	1	175.00 483.03
156470	02/21/2012	DARRYL VAN DEURSEN		
156471	02/21/2012			75.00
156472	02/22/2012	WESTIN HOTEL SAN FRANCISCO AIRPORT STATE BOARD OF EQUALIZATION		473.61
156473	02/22/2012	CATHERINE BERES		199.00
156474	02/22/2012			27.99
,	V 667 56 V 1 L		40.00	230.85
		Unpaid Sales Tax	16.03	
156475	02/22/2012	Expensed Amount G & K SERVICES	246.88	224.64
156476	02/22/2012	G/M BUSINESS INTERIORS		324.64
156477	02/22/2012	GALLS INC. %GALLS RETAIL CA LOCK BO	¥	4,679.01 153.92
156478	02/22/2012	GAYNOR, MICHELLE	``	15.92
156479	02/22/2012	GOODSON MANUFACTURING COMPANY		296.44
		Unpaid Sales Tax	21.92	290.44
		Expensed Amount	318.36	
56480	02/22/2012	JOHN GOSS	310.30	181.00
56481	02/22/2012	GOVCONNECTION		44.08
56482	02/22/2012	W. W. GRAINGER		207.56
56483	02/22/2012	HAIR CALIFORNIA BEAUTY ACADEMY		21,588.88
56484	02/22/2012	HAITBRINK ASPHALT PAVING, INC.		4,500.00
56485	02/22/2012	HARDY DIAGNOSTICS ACCOUNTS RECEIVABLE	F	375.19
56486	02/22/2012	CARMENMARA HERNANDEZ-BRAVO	-	47.87
56487	02/22/2012	HIGHER EDUCATION PUBLICATIONS		
		Unpaid Sales Tax	5.81	75.00
		Expensed Amount	80.81	
56488	02/22/2012	HIGHER ONE INC.	VV.V1	1,887.20
56489	02/22/2012	HITT MARKING DEVICES, INC.		595 75
56490	02/22/2012	CHRIS HOGSTEDT		167.87
56491	02/22/2012	HORIZON		5,569.90
56492	02/22/2012	IKON OFFICE SOLUTIONS		1,277.20
56493	02/22/2012	BAY VIEW FUNDING FOR INDUSTRIAL TECH.	SVC	
56494	02/22/2012	IRONWOOD PLUMBING, INC.		2,800.00
he preceding Checks	have been issued in ac	cordance with the District's Policy and authorization	ESC	1,858.00
the Board of Trustee	s. It is recommended the	at the preceding Checks be approved.	ESC	APE ONLINE Page 7 of 17

Checks	Dated 02/08/2012 throug	h 03/07/2012	
Check No	ımber Check Date	Pay to the Order of	Check Amount
156495	02/22/2012	FHEG IVC BOOKSTORE No. 89	95 MA 720 33,834.83
156496	02/22/2012	FHEG IVC BOOKSTORE STOR	E NO. 895 MA 721 1,586.32
156497	02/22/2012	FHEG IVC BOOKSTORE NO. 89	95 MA 62 80.70
156498	02/22/2012	K-LOG COMPANY	288.00
		Unpaid Sale	es Tax 22.32
450400	00/00/0040	Expensed A	Amount 310.32
156499	02/22/2012	KETU H. KATRAK	100.00
156500	02/22/2012	KIEFER SPECIALTY FLOORING, INC	4,994.31
		Unpaid Sale	water and a second
156501	02/22/2012	Expensed A	mount 5,326.17
156502	02/22/2012	MORITAKA KINA	240.00
156503	02/22/2012	KNORR SYSTEMS, INC.	433.16
156504	02/22/2012	GARY I. KUSUNOKI  LAB SAFETY SUPPLY CO. ACCT	370.00
156505	02/22/2012	LAGUNA CLAY CO.	# 5252156 827.91
156506	02/22/2012	LAGUNA GRAPHIC ARTS, INC.	1,846.63
156507	02/22/2012	LASER SOURCE	280.15
156508	02/22/2012	LAURA'S INT PLANTSCAPE SERV	370.32
156509	02/22/2012	LOOMIS, FARGO & COMPANY	200.00
156510	02/22/2012	LOU'S PLUMBING INC.	634.51
156511	02/22/2012	MIROSLAVA MANCHIK	2,795.00
156512	02/22/2012	MARCIVE, INC.	60.90
156513	02/22/2012		359.15 OWER DRIVE 228.20
		Unpaid Sale	220.20
		Expensed A	
156514	02/22/2012	MC CALLUM GROUP, INC.	3,500.00
156515	02/22/2012	MC KESSON MEDICAL SURGICAL	456.45
156516	02/22/2012	McMASTER CARR SUPPLY CO.	407.79
156517	02/22/2012	MC QUAY AIR CONDITIONING	1,574.76
156518	02/22/2012	BRUCE RADLOFF MEDICAL	DISCOUNT 2,315.20
156519	02/22/2012	MICRO CENTER A/R	609.71
156520	02/22/2012	MILLENNIUM BUSINESS SERVICES N	
156521	02/22/2012	MOULTON-NIGUEL WATER DIST.	4,741.70
156522	02/22/2012	CHARLES MYERS SADDLEB	ACK COLLEGE 23.90
156523	02/22/2012	ERIK JENSEN WIRED PLAN	VET 487.50
156524	02/22/2012	CALIFORNIA ELECTRIC SERVICE	496.81
156525	02/22/2012	ABC ICE HOUSE	19.40 *
156526	Cancelled on 02/22/2012. Can		
156527	02/22/2012	ACCUVANT INC.	83,579.40
156528	02/22/2012	BRIAN ADAIR	271.81
156529	02/22/2012	APPLE COMPUTER INC.	499.00
156530	02/22/2012 02/22/2012	ARKEMA INC.	3,219.23
156531	02/22/2012	ART SUPPLY WAREHOUSE	150.61
156532	02/22/2012	HUNTER ASHBY	837.00
156533	02/22/2012	ATHENA COLLEGE OF BEAUTY	3,400.00
,0000	V414414V14	B & H PHOTO	1,884.60
		Unpaid Sale	
156534	02/22/2012	Expensed Ar BATTERY ZONE	-1444.44
	च प्रशासकार का <b>ं कें</b> डे व्ह	WITH COURSE	117.12

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 0	2/08/2012 through (	03/07/2012	
Check Number	Check Date	Pay to the Order of	Check Amount
		Unpaid Sales Tax 9.08	
156535	02/02/0040	Expensed Amount 126.20	
156536	02/22/2012	DR. LORNA GRIFFITT BEDELIAN	1,000.00
156537	02/22/2012	BIO-RAD LABORATORIES, INC. LIFE SCIENCE GROUP	334.48
	02/22/2012	BLICK ART MATERIALS	129.81
156538	02/22/2012	CHEFS' TOYS	34.81
156539	02/22/2012	CLARK SECURITY PRODUCTS INC.	305.53
156540	02/22/2012	COACH AMERICA	1,763.40
156541	02/22/2012	JANE L. COLLIER	180.00
156542	02/22/2012	COMPUTERLAND	477.34
156543	02/22/2012	RAJANPAL DHILLON	40.88
156544	02/22/2012	DISH NETWORK	54.79
156545	02/22/2012	SPARKLETTS	85.06
156546	02/22/2012	ENVIRONMENTAL SYSTEM PRODUCTS	4,537.00
156547	02/22/2012	SHANNON FASELER	52.67
156548	02/22/2012	FREEMAN MFG & SUPPLY CO	1,113.47
156549	02/23/2012	BAYLEY CONSTRUCTION	444,302.10
156550	02/23/2012	C.E.M. LAB CORP. CIVIL ENGINEERING MATERIAL LAB	8,935.50
156551	02/23/2012	COMMUNITY BANK ATTN: L. BUHL-ESCROW 1623	49,366.90
156552	02/23/2012	DIVERSIFIED LANDSCAPE MGT. INC.	263,460.00
156553	02/23/2012	DOUGHERTY + DOUGHERTY ARCHITECTS LLP	15,165.52
156554	02/23/2012	C.W. DRIVER CONTRACTORS, INC.	7,632.00
156555	02/23/2012	GKKWORKS	18,640.52
156556	02/23/2012	GRIFFITH CO.	12,510.00
156557	02/23/2012	JOYCE INSPECTION & TESTING	11,424.00
156558	02/23/2012	PARSONS BRINCKERHOFF, INC.	420.00
156559	02/23/2012	PERCEPTIVE SOFTWARE	7,506.25
156560	02/23/2012	THE PATON GROUP	2,912.71
156561	02/23/2012	LILIANN PEREZ-STROUD	2,912.71
156562	02/23/2012	PHOENIX GROUP	
156563	02/23/2012	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	3,052.57
156564	02/23/2012	PRAXAIR	791.00
156565	02/23/2012	PROGRESSIVE MEDICAL INT.	122.25
156566	02/23/2012	QUEST DIAGNOSTICS	839.46
156567	02/23/2012	QUEZADA PRO LANDSCAPE, INC.	535.14
156568	02/23/2012	YADIRA RENTERIA	1,570.00
156569	02/23/2012	JAMES REPKA	180.00
156570	02/23/2012	S & B FOODS CATERING DIVISION	134.63
156571	02/23/2012	SAFEWAY INC/PAVILIONS	435.31
156572	02/23/2012	SEHI PROCOMP COMPUTER PRODUCTS	32.05
156573	02/23/2012	JOYCE SEMANIK	1,232.36
156574	02/23/2012	SEW TRUE SUPPLY	78.76
156575	02/23/2012	SHRED-IT CAMPO ENTERPRISES, INC.	93.10
156576	02/23/2012	SIMS-ORANGE WELDING SUPPLY	80.00
156577	02/23/2012	SO. COAST FIRE PROTECTION	289.71
156578	02/23/2012	FARNOOSH SORAYA	2,627.11
156579	02/23/2012	SUNNY SLOPE TREES	240.00
	Secretary and the second secon	GOINT SLOPE TREES	825.37

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Checks Dated 0	02/08/2012 through (	03/07/2012	
Check Number	Check Date	Pay to the Order of	Check Amount
156580	02/23/2012	TROXELL COMMUNICATIONS, INC.	1,232.66
156581	02/23/2012	UNITED INTERIORS	341.64
156582	02/23/2012	WALTERS WHOLESALE ELECTRIC	246.66
156583	02/23/2012	WARD'S NATURAL SCIENCE	86.59
156584	02/23/2012	WARE DISPOSAL CO., INC.	2,030.57
156585	02/23/2012	NORMAN S. WRIGHT/AIRELINK MECHANICAL EQUIPMENT, LLC	1,088.28
156586	02/23/2012	XEROX CORP.	161.63
156587	02/23/2012	YOSEMITE COMMUNITY COL. DIST. FOR CCC REGISTRY JOB FAIR	200.00
156588	02/23/2012	MUSIC THEATRE INTERNATIONAL	1,080.00
156589	02/23/2012	RANCHO SANTIAGO COLLEGE	2,594.22
156590	02/23/2012	AMY SUPINGER dba SUPINGER STRATEGIES	3,500.00
156591	02/23/2012	FAWN TANRIVERDI	684.65
156592	02/23/2012	PATRIC TAYLOR	332.75
156593	02/23/2012	WARE DISPOSAL CO., INC.	36,879.94
156594	02/23/2012	WORLDWIDE RECOVERY SYSTEMS, INC.	174.46
156595	02/23/2012	CCCFA MOORPARK COLLEGE	500.00
156596	02/23/2012	CROWNE PLAZA CONCORD HOTEL	2,712.08
156597	02/23/2012	EDWIN TIONGSON	957.00
156598	02/23/2012	EDWIN TIONGSON	1,105.00
156599	02/24/2012	AT & T	26.94
156600	02/24/2012	OFFICEMAX CONTRACT INC.	7,895.15
156601	02/24/2012	SOUTHERN CALIFORNIA EDISON CO.	8,379.96
156602	02/24/2012	SOUTHERN CALIFORNIA EDISON CO.	12,549.63
156603	02/24/2012	SOUTHERN CALIFORNIA GAS CO.	3,193.99
156604	02/24/2012	SOUTHERN CALIFORNIA GAS CO.	2,472.99
156605	02/24/2012	SOUTHERN CALIFORNIA GAS CO.	48.10
156606	02/24/2012	VERIZON	143.40
156607	02/24/2012	VERIZON	333.39
156608	02/24/2012	XEROX CORP.	1,951.12
156609	02/27/2012	W. W. GRAINGER	57.99
156610	02/27/2012	GREENLEIGH & WONG TECHNICAL SERVICE LLC	1,720.00
156611	02/27/2012	High Point Scientific	305.80
		Unpaid Sales Tax23.70	
156612	02/27/2042	Expensed Amount 329.50	
156613	02/27/2012	FHEG IVC BOOKSTORE No 395 MA 759	11,398.63
156614	02/27/2012	JOHNSTONE SUPPLY	640.92
156615	02/27/2012 02/27/2012	LAERDAL MEDICAL CORP.	2,100.00
156616	02/27/2012	MATERIAL SALES UNLIMITED	1,584.04
156617		MC KESSON MEDICAL SURGICAL	1,043.37
	02/27/2012	MEDCO SUPPLY COMPANY	904.58
156618 156619	02/27/2012	MEDIA DISTRIBUTORS	1,461.88
	02/27/2012	MICHEL CO. INC., R.E.	380.02
156620 156621	02/27/2012	MIRAMAR WHOLESALE NURSERIES	1,264.47
156622	02/27/2012	MISSION HOSPITAL REG.MED.CTR. SOCFRC	281.16
	02/27/2012	MONOPRICE, INC.	216.23
156623	02/27/2012	MOORE MEDICAL CORP.	107.80
156624	02/27/2012	MUSIC THEATRE INTERNATIONAL	15.00

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Checks Dated (	02/08/2012 through (	03/07/2012	
Check Number	Check Date	Pay to the Order of	Check Amount
156625	02/27/2012	MUSICIAN'S FRIEND, INC.	1,189.31
156626	02/27/2012	NEUDESIC, LLC	16,480.00
156627	02/27/2012	OC Treasurer-Tax Collector	1,927.25
156628	02/27/2012	ORANGE CO. FARM SUPPLY	540.29
156629	02/27/2012	OC REGISTER COMMERCIAL BILLING	1,630.58
156630	02/27/2012	OCLC, INC. DEPT #34299	534.76
156631	02/27/2012	ACBO ASSOCIATION OF CHIEF	285.00
156632	02/27/2012	MARY ANSTADT	253.76
156633	02/27/2012	CCLC/CCCAA CCCAA CONVENTION	150.00
156634	02/27/2012	CCCAOE RICH MABERY, EXECUTIVE SEC.	395.00
156635	02/27/2012	ROCKY CIFONE	220.96
156636	02/27/2012	CITY OF GARDENA	40.00
156637	02/27/2012	HILTON SACRAMENTO ARDEN WEST	291.66
156638	02/27/2012	HSACCC C/O PAT COUSIN	400.00
156639	02/27/2012	RADISSON HOTEL	471.94
156640	02/27/2012	TRAINSIGNAL, INC.	893.25
156641	02/27/2012	AAA ACCESS SMOG	100.00
156642	02/27/2012	ABC ICE HOUSE	19.40
156643	02/27/2012	BP ENERGY COMPANY BANK OF AMERICA, % REMITTANCE	41,827.45
156644	02/27/2012	CDW GOVERNMENT, INC.	534.10
156645	02/27/2012	COACH AMERICA	3,234.95
156646	02/27/2012	CORD COMMUNICATIONS	749.55
156647	02/27/2012	FEDERAL EXPRESS	381.45
156648	02/27/2012	FISHER SCIENTIFIC	550.47
156649	02/27/2012	FRANCHISE TAX BOARD	10.00
156650	02/27/2012	FREEWAY AUTO SUPPLY	73.05
156651	02/27/2012	AARDVARK CLAY AND SUPPLIES	423.75
156652	02/27/2012	ADCLUB ADVERTISING SERVICE	7,608.00
156653	02/27/2012	AFFILIATED COMPUTER SERVICES	185.36
156654	02/27/2012	AGILENT TECHNOLOGIES, INC.	44,197.86
156655	02/27/2012	ALLSTEEL INC.	2,868.85
156656	02/27/2012	ARTALKS DESIGN, LLC	80.94
156657	02/27/2012	ATLANTA THREAD & SUPPLY CO.	123.86
		Unpaid Sales Tax 9.60	
		Expensed Amount 133.46	
156658	02/27/2012	BAKER & TAYLOR	598.20
156659	02/27/2012	BERGMAN & DACEY, INC.	2,515.00
156660	02/27/2012	BIO-RAD LABORATORIES, INC. LIFE SCIENCE GROUP	1,196.39
156661	02/27/2012	CARD INTEGRATORS CORPORATION DBA: CI SOLUTIONS	2,621.00
156662	02/27/2012	CDW GOVERNMENT, INC.	3,005.75
156663	02/27/2012	CINTAS DOCUMENT MANAGEMENT	23.50
156664	02/27/2012	CINTAS DOCUMENT MANAGEMENT	23.50
156665	02/27/2012	CINTAS DOCUMENT MANAGEMENT	23.50
156666	02/27/2012	CLARK SECURITY PRODUCTS INC.	26.61
156667	02/27/2012	COX COMMUNICATIONS	4,620.98
156668	02/27/2012	C.W. DRIVER CONTRACTORS, INC.	21,536.00
156669	02/27/2012	FAIR-PLAY SCOREBOARDS	1,039.36

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Check Number	Check Date	Pay to the Order of			Check Amour
156670	02/27/2012	SHEILA FORSBERG			577.50
156671	02/27/2012	BCH WATERWORKS			135.0
156672	02/27/2012	DAIRY DEPOT			50.20
156673	02/28/2012	THOMAS MAC DUFF			600.0
156674	02/29/2012	B & H PHOTO			2,739.7
			Unpaid Sales Tax	212.34	
156675	00/00/0040		Expensed Amount	2,952.12	
156675	02/29/2012	COACH AMERICA			1,587.6
156676	02/29/2012	ENTERPRISE RENT-A-C	CAR		1,393.1
156677	02/29/2012	PASCO SCIENTIFIC			12,356.3
156678	02/29/2012	PHOENIX PHILANTHRO	PY GROUP		8,370.0
156679	02/29/2012	PLANT DEPOT			136.6
156680	02/29/2012	PORT SUPPLY			1,170.9
156681	02/29/2012	POSWORLD			65.0
			Unpaid Sales Tax	5.04	
ECCON	00/00/0040		Expensed Amount	70.04	
56682	02/29/2012	RICOH AMERICAS COR			11.50
56683	02/29/2012	ROSE PRINTING SERVI	CES, INC.		108.0
			Unpaid Sales Tax	7.44	
56684	00/00/0040		Expensed Amount	115.44	
56685	02/29/2012	SADDLEBACK GOLF CA	RS, INC.		10,7
56686	02/29/2012	SAMY'S CAMERA			463.3
56687	02/29/2012	ANGELA SANTOS			480.0
	02/29/2012	SARGENT-WELCH LLC	VWR INTERNATIONA	_	179.2
56688	02/29/2012	FHEG SADDLEBACK BO 2961312			8.0
56689	02/29/2012	FHEG - SADDLEBACK B 2964312	OOKSTORE STORE 296 M/	4	685.3
56690	02/29/2012	FHEG - SADDLEBACK BO 296112	OOKSTORE STORE 296 M/	4	9,648.3
56691	02/29/2012	SCANTRON CORPORAT	'ION		52.70
56692	02/29/2012	SEHI PROCOMP COMPL	JTER PRODUCTS		327.7
56693	02/29/2012	SHER MUSIC CO.			39.10
56694	02/29/2012	SIGMA ALDRICH CHEMIC	CAL CO.		454.10
56695	02/29/2012	DANIEL SMITH, INC.			151,44
			Unpaid Sales Tax	11.73	101.4
			Expensed Amount	163.17	
56696	02/29/2012	DENISE SONNENBERG			5,060.00
6697	02/29/2012	SPORTWISE, LLC			738.00
			Unpaid Sales Tax	55.80	
			Expensed Amount	793.80	
66698	02/29/2012	STATE OF CALIFORNIA	BOARD OF EQUALIZA	TION	53,415.00
6699	02/29/2012	STUDICA, INC.			647.34
6700	02/29/2012	SUPERCIRCUITS, INC.			399.99
			Unpaid Sales Tax	31.00	
			Expensed Amount	430.99	
6701	02/29/2012	TOMARK SPORTS, INC.			10,442.28
6702	02/29/2012	UNITED INTERIORS			694.99
6703 6704	02/29/2012 02/29/2012	UNITED SITE SERVICES USA MOBILITY WIRELES	OF CALIFORNIA, INC.		265.66

001 - South Orange County Community **College District** 

of the Board of Trustees. It is recommended that the preceding Checks be approved. Page 12 of 17 Generated for Nancy Hulse (NHULSE), Mar 8 2012 9:49AM

Checks Dated 0	02/08/2012 through	03/07/2012	
Check Number	Check Date	Pay to the Order of	Check Amount
156705	02/29/2012	VANTAGE VEHICLE INT'L, INC.	2,259.36
156706	02/29/2012	WARD'S NATURAL SCIENCE	1,947.09
156707	02/29/2012	WARE DISPOSAL CO., INC.	125.95
156708	02/29/2012	WEST-LITE SUPPLY CO.	185.55
156709	02/29/2012	ZAMA SPORTS	1,392.00
156710	02/29/2012	SAFEWAY INC/PAVILIONS	1,058.43
156711	02/29/2012	JOHN W. EDWARDS	122.88
156712	02/29/2012	JENNIFER GLEIZER	61.63
156713	02/29/2012	MATERIAL SALES UNLIMITED	2,380.41
156714	02/29/2012	SALLIE MILLER	240.00
156715	02/29/2012	KEVIN MOWRY	275.00
156716	02/29/2012	KEVIN O'CONNOR	43.08
156717	02/29/2012	YVONNE O'TOUSA	28.20
156718	02/29/2012	OC Treasurer-Tax Collector	13.058.00
156719	02/29/2012	ORANGE CO. FARM SUPPLY	134.48
156720	02/29/2012	OC REGISTER COMMERCIAL BILLING	4,056.89
156721	02/29/2012	OCE-IMAGISTICS	128.37
156722	02/29/2012	OCEANSIDE PHOTO & TELESCOPE	4,548.26
156723	02/29/2012	ORANGEWOOD CHILDREN'S FOUNDATION	315.00
156724	02/29/2012	ORKIN PEST CONTROL 711	3,471.50
156725	02/29/2012	MICHELE ROUSSEAU	62.19
156726	02/29/2012	ORKIN PEST CONTROL 711	93.60
156727	02/29/2012	AT&T	32.11
156728	02/29/2012	AT&T	545.91
156729	02/29/2012	AT&T	1,612.09
156730	03/01/2012	OFFICEMAX CONTRACT INC.	7,020.14
156731	03/01/2012	OFFICEMAX CONTRACT INC.	95.74
156732	03/01/2012	WELLS FARGO #1598	2,615.37
156733	03/01/2012	WELLS FARGO #1606	400.00
156734	03/01/2012	WELLS FARGO #3317	5,428.75
		Unpaid Sales Tax 353.62	.,
		Expensed Amount 5,782.37	
156735	03/01/2012	WELLS FARGO #1606	449.65
156736	03/02/2012	DR. ROBERT BRAMUCCI	584.26
156737	03/02/2012	TOD A. BURNETT	1,219.28
156738	03/02/2012	MICHAEL CASSENS	1,156.28
156739	03/02/2012	CCLC/CCCAA CCCAA CONVENTION	150.00
156740	03/02/2012	CCLC/CCCAA CCCAA CONVENTION	300.00
156741	03/02/2012	COACH AMERICA	1,910.00
156742	03/02/2012	COMMUNITY COLLEGE LEAGUE OF CALIFORNIA	60.00
156743	03/02/2012	TRACY DALY	330.53
156744	03/02/2012	LISA DAVIS-ALLEN	479.00
156745	03/02/2012	KARIMA FELDHUS	101.43
156746	03/02/2012	TERESA FLUEGEMAN	1,807.34
156747	03/02/2012	KRISTINE MURAKAMI	30.01
156748	03/02/2012	ROCIO NAVARRO	21.68
156749	03/02/2012	NANCY PADBERG	295.20
156750	03/02/2012	GWEN PLANO	456.53
156751	03/02/2012	GARY POERTNER	606.83

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Checks Dated 0	2/08/2012 through (	03/07/2012	
Check Number	Check Date	Pay to the Order of	Check Amount
156752	03/02/2012	KATE REALISTA C/O PERFORMING ARTS	395.00
156753	03/02/2012	LUIS SILVA	252.17
156754	03/02/2012	JAYNE SINEGAL	37.00
156755	03/05/2012	AT & T	50.50
156756	03/05/2012	AT & T	345.25
156757	03/05/2012	AT & T	58.17
156758	03/05/2012	AT & T	58.17
156759	03/05/2012	AT & T	58.17
156760	03/05/2012	SOUTHERN CALIFORNIA EDISON CO.	33,232.61
156761	03/05/2012	WESTERN GRAPHICS PLUS, INC.	2,500.00
156762	03/05/2012	HALO BRANDED SOLUTIONS	11,661.48
156763	03/05/2012	MARK KRUHMIN	124,54
156764	03/05/2012	NEWBEGINNINGS, INC. CATERING DIVISION	164.87
156765	03/05/2012	AMTECH ELEVATOR SERVICES	52.11
156766	03/05/2012	MARY ANSTADT	45.54
156767	03/05/2012	MARGUERITE BEAL	140.00
156768	03/05/2012	MICHAEL BENNETT	27.50
156769	03/05/2012	DENISE BLAIR	210.00
156770	03/05/2012	JOHN T. CASAGRANDE JTC CONSULTING	950.00
156771	03/05/2012	HAYAN CHARLSTON	1,190.00
156772	03/05/2012	CARIE CRUZ	210.00
156773	03/05/2012	CULLIGAN WATER CONDITIONING	52.00
156774	03/05/2012	JOHN DEERE LANDSCAPES, INC.	1,514.77
156775	03/05/2012	DELL MARKETING L.P. C/O DELL USA L.P.	98.87
156776	03/05/2012	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE, CASHIERING	32.00
156777	03/05/2012	FOSTER CARE AUXILIARY OF OC	120.00
156778	03/05/2012	FREEWAY AUTO SUPPLY	55.98
156779	03/05/2012	FRY'S ELECTRONICS	123.89
156780	03/05/2012	CATALYST CONSULTING	7,830.00
156781	03/05/2012	CDW GOVERNMENT, INC.	5,441.92
156782	03/05/2012	DIV. OF THE STATE ARCHITECT STATE OF CALIFORNIA	8,465.65
156783	03/05/2012	ENAMIX, INC.	5,670.00
156784	03/05/2012	ENVIRON INTERNATIONAL CORP.	1,461.21
156785	03/05/2012	i3 SOLUTIONS	3,600.00
156786	03/05/2012	JACKSON, DE MARCO, TIDUS, & PE	20,935.90
156787	03/05/2012	NEUDESIC, LLC	62,595.50
156788	03/05/2012	NIMBLE CONSULTING	10,375.00
156789	03/05/2012	PARSONS BRINCKERHOFF, INC.	600.00
156790	03/05/2012	PUBLIC ECONOMICS, INC.	5,156.11
156791	03/05/2012	R2A ARCHITECTURE	2,223.96
156792	03/05/2012	RGP PLANNING & DEVELOPMENT SERVICES	15,236.05
156793	03/05/2012	UNITED SITE SERVICES OF CALIFORNIA, INC.	732.16
156794	03/06/2012	AYRES HOTEL - LAGUNA WOODS	305.98
156795	03/06/2012	JRS PRESENTATIONS, INC.	2,500.00
156796	03/06/2012	ATOM ENGINEERING CONSTRUCTION	24,242.00
156797	03/06/2012	i3 SOLUTIONS	3,350.00
156798	03/06/2012	RR SYSTEMS, INC.	962.00
156799	03/06/2012	TROXELL COMMUNICATIONS, INC.	4,242.42

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
156800	03/06/2012	CITY OF TUSTIN ATTN: CITY MANAGER'S OFFICE	550.00
156801	03/06/2012	P & R PAPER SUPPLY COMPANY	530.56
156802	03/06/2012	PAYAM-E-ASHENA	250.00
156803	03/06/2012	PBS DISTRIBUTION, LLC	270.31
156804	03/06/2012	PEP BOYS REMITTANCE DEPARTMENT	943.47
156805	03/06/2012	LILIANN PEREZ-STROUD	360.00
156806	03/06/2012	PERFORMANCE RACING INDUSTRY MAGAZINE	30.00
156807	03/06/2012	PORT SUPPLY	242.28
156808	03/06/2012	POWER CLEANERS	265.61
156809	03/06/2012	QUEZADA PRO LANDSCAPE, INC.	4,730.00
156810	03/06/2012	RAUL PACHECO dba R & R VISIBLE PRODUCTS	739.60
156811	03/06/2012	KATE REALISTA C/O PERFORMING ARTS	80.00
156812	03/06/2012	RICHARD THE THREAD EMPIRE TAPE COMPANY	
156813	03/06/2012	S & B FOODS CATERING DIVISION	207.98
56814	03/06/2012	SAFEWAY INC/PAVILIONS	57.11 967.95
156815	03/06/2012	FHEG-SADDLEBACK BOOKSTORE STORE 296 MA 29611112	505.30
56816	03/06/2012	JARED SCOTT	400.00
56817	03/06/2012	SHRED-IT CAMPO ENTERPRISES, INC.	180.00
56818	03/06/2012	SIGMA ALDRICH CHEMICAL CO.	140.00
56819	03/06/2012	SKS, INC. PETROLEUM DISTRIBUTORS	78.65
56820	03/06/2012	SMART & FINAL IRIS CO.	341.66
56821	03/06/2012	SO COAST A.Q.M.D.	912.19
56822	03/06/2012	SOUTHERN COUNTIES OIL DBA/SC FUELS	112.85
56823	03/06/2012	SPECTRUM CHEMICAL MFG. CORP.	4,231.59
56824	03/06/2012	TINO RAY YOUNGER SPORTS UNLIMITED	426.43
56825	03/06/2012	ALENA STRICKLAND	214.43
56826	03/06/2012	BARBARA TAMIALIS	70.00
56827	03/06/2012	TRI-AD	334.92
56828	03/06/2012	TURF TIRE DISTRIBUTORS	697.00
56829	03/06/2012	TUTTLE-CLICK FORD	84.05
56830	03/06/2012	U.S. DATA TRUST CORPORATION	111.76
56831	03/06/2012	UNITED SITE SERVICES OF CALIFORNIA, INC.	6,768.00
56832	03/06/2012	USI	315.82
56833	03/06/2012		129.98
56834	03/06/2012	LAURIE M. VARTANIAN dba RELIABLE RESPONSE VENTEK INTERNATIONAL	700.00
56835	03/06/2012		180.00
66836	03/06/2012	VISTA PAINT CORPORATE OFFICE VWR INTERNATIONAL, INC.	258.12
66837	03/06/2012	WARE DISPOSAL CO., INC.	228.40
6838	03/06/2012	WAXIE	13,772.49
6839	03/06/2012		326.91
6840	03/06/2012	YASMIN WEVERS ENTERPRISES YASMIN WEVERS	1,190.00
6841	03/06/2012	MICHAEL E. WILSON	9,316.00
6842		WOODWIND & BRASSWIND, INC	5,696.74
6843	03/06/2012 03/06/2012	SMART & FINAL IRIS CO.	133.80
		SO. ORANGE CO. COMM. COL. DISTWORKERS COMPENSATION	1,977.16
6844	03/06/2012	ADVANTAGE MARKETING ADM GROUP INC.	2,978.48
6845	03/06/2012	AMERICAN RED CROSS ORANGE COUNTY CHAPTER	208.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Checks Dated 0	2/08/2012 through (	03/07/2012	
Check Number	Check Date	Pay to the Order of	Check Amount
156846	03/06/2012	AMTECH ELEVATOR SERVICES	640.00
156847	03/06/2012	AUTOMOTIVE ELECTRONICS SERVICES INC	2,224.66
156848	03/06/2012	B & P SERVICES, INC.	16.00
156849	03/06/2012	CATHERINE BERES	28.00
156850	03/06/2012	BESAFE TECHNOLOGIES, INC.	738.15
156851	03/06/2012	BLICK ART MATERIALS	546.12
156852	03/06/2012	ROBERT BLOOMFIELD	235.74
156853	03/06/2012	AMANDA BROUGHTON	85.14
156854	03/06/2012	KRISTEN BUSH	1,260.00
156855	03/06/2012	C & L REFRIGERATION CORP.	482.60
156856	03/06/2012	CALIFORNIA POWER PARTNERS, INC.	30,213.75
156857	03/06/2012	CARQUEST AUTO PARTS	71.21
156858	03/06/2012	KATHLEEN A. CAVERA	1,400.00
156859	03/06/2012	CDW GOVERNMENT, INC.	18,715.05
156860	03/06/2012	CINTAS DOCUMENT MANAGEMENT	23.50
156861	03/06/2012	CINTAS DOCUMENT MANAGEMENT	23.50
156862	03/06/2012	CINTAS DOCUMENT MANAGEMENT	159.50
156863	03/06/2012	DHARMA TRADING CO.	436.04
156864	03/06/2012	ECONOMIC ALTERNATIVES, INC.	358.33
156865	03/06/2012	EMCOR/Mesa Energy Systems	1,300.00
156866	03/06/2012	FORESTRY SUPPLIERS, INC.	930.34
		Unpaid Sales Tax 70.68	333.3
		Expensed Amount 1,001.02	
156867	03/06/2012	FREEWAY AUTO SUPPLY	8.60
156868	03/07/2012	LISA JANE GORE	1,000.00
156869	03/07/2012	MARLYS GRODT	500.00
156870	03/07/2012	HAMPTON TEDDER ELECTRIC CO.	15,000.00
156871	03/07/2012	JACK HARTIN PHOTOGRAPHY	700.00
156872	03/07/2012	KENT HELWIG	2,000.00
156873	03/07/2012	GREGORY J. HOLK	100.00
156874	03/07/2012	HOME DEPOT	2,805.96
156875	03/07/2012	IRVINE RANCH WATER DIST.	4,442.57
156876	03/07/2012	JOHANNUS L.A., LLC	15,000.00
156877	03/07/2012	PROTECTED INSURANCE PROGRAM FOR SCHOOLS	167,733.00
156878	03/07/2012	GARY I. KUSUNOKI	170.00
156879	03/07/2012	ERIN LONG	45.54
156880	03/07/2012	MACIAS, GINI & O'CONNELL, LLP	2,320.00
156881	03/07/2012	KARA MAHOTKA-PATTERSON	189.68
156882	03/07/2012	SANDRA MALAGON	82.28
156883	03/07/2012	MAPLESOFT	1,755.00
156884	03/07/2012	KARLA VIVIANA MARTINEZ	50.00
156885	03/07/2012	MC CALLUM GROUP, INC.	3,500.00
156886	03/07/2012	MC DOWELL-CRAIG OFFICE FURNITURE	1,183.81
156887	03/07/2012	JENNIFER MC GEE	50.00
156888	03/07/2012	MC KESSON MEDICAL SURGICAL	272.27
156889	03/07/2012	MARGIE MCNELLY LICENSED MARRIAGE & FAMILY THERAPIST	480.00
156890	03/07/2012	MEDCO SUPPLY COMPANY	2,193.79
156891	03/07/2012	MOULTON-NIGUEL WATER DIST.	4,055.36
			4,000.00

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 Amoun
156892	03/07/2012	ORCHARD SUPPLY HARDWARE		346.42
156893	03/07/2012	MC KESSON MEDICAL SURGICAL		82.0
156894	03/07/2012	AT & T MOBILITY		11.8
156895	03/07/2012	OFFICEMAX CONTRACT INC.		16,209.8
		Total Number of Checks	697	4,634,769.4

Includes checks for only Bank Account COUNTY

	Count	Amount
Cancel	4	1,589.40
Net Issue	4-00-00-00-00-00-00-00-00-00-00-00-00-00	4,633,180.02

#### **Fund Summary**

Fund	Description	Check Count	<b>Expensed Amount</b>
01	General Fund	623	2,944,246,06
12	Child Development Fund	13	3,385.87
40	Capital Outlay Fund	50	1,336,622,17
68	Self-Insurance Fund	4	4,581.94
71	Retiree Benefit Fund	3	347,130.44
	Total Number of Checks	693	4,635,966.48
	Less Unpaid Sales Tax Liability		2,786.46
	Net (Check Amount)		4,633,180.02

Check Number	Check Date	Pay to the Order of	Check Amount
010342	02/10/2012	ACCCA	1,000.00
010343	02/10/2012	ACTIVE NETWORK, INC. DEPT. 9634	6,960.30
010344	02/10/2012	GOOD TIMES TRAVEL, INC.	1,775.00
010345	02/10/2012	XEROX CORPORATION	440.45
010346	02/16/2012	ACCCA	395.00
010347	02/16/2012	THE WESTIN HOTEL LONG BEACH	201.36
010348	02/24/2012	GREGORY J. ATWOOD THE GLASS SPECTRUM	720.00
010349	02/24/2012	COHEN-NAGLESTAD ENTERPRISES LLC	812.00
010350	02/24/2012	KAYLAA FOX	2,035.80
010351	03/02/2012	COHEN-NAGLESTAD ENTERPRISES LLC	1,002.50
010352	03/02/2012	AIDA VOSSOUGHI	1,220.00
		Total Number of Checks 11	16,562.41

#### Includes checks for only Bank Account SC-CMED

#### **Fund Summary**

Fund	Description	Check Count	Expensed Amount
09	SC Community Education Fund	11	16,562.41
	Total Number of Checks	11	16,562.41
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		16,562.41

Check Number	Check Date	Pay to the Order of	Check Amount
008970	02/10/2012	JEANNE EGASSE	160.00
008971	02/16/2012	ACTIVE NETWORK, INC.	1,275.00
008972	02/16/2012	EDUCATION TO GO GATLIN EDUCATION SERVICES	1,595.00
008973	02/16/2012	DENNIS BEYMA	80.00
008974	02/16/2012	EILEEN SPRINGER	40.00
008975	02/16/2012	ESTHER WOOD	40.00
008976	02/24/2012	A.G. WEALTH MANAGEMENT ADVISORS, INC.	174.00
008977	02/24/2012	DAHLAN DJUWITA	75.00
008978	02/24/2012	JASON PARK	40.00
008979	02/24/2012	MARTHA BROWN	
008980	03/02/2012	EDUCATION TO GO	80.00
008981	03/02/2012	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	1,276.00 68,928.79
		Total Number of Checks 12	73,763.79

#### Includes checks for only Bank Account IVC-CMED

#### **Fund Summary**

Fund	Description	Check Count	<b>Expensed Amount</b>
07	IVC Community Education Fund	12	73,763.79
	Total Number of Checks	12	73,763.79
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		73,763.79

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.22 DATE: 3/26/12

**TO:** Board of Trustees

FROM: Gary L. Poertner, Chancellor

**RE:** SOCCCD: Gifts to the District and Foundations

**ACTION:** Approval

#### **BACKGROUND**

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

#### **STATUS**

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

#### **RECOMMENDATION**

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

#### DONATIONS March 26, 2012

#### SADDLEBACK COLLEGE

Gift	Donated By:
4 medal easels, 1 pegboard and hooks,	Irmjard Otto
8 big sheets heavy papers, 3	22801 Andara Road
calligraphy sets and vellum papers, 16	Laguna Niguel, California 92677
different sizes mats, cutting board, 1	
bag of rice papers, 2 sketching boards,	
12x16 oil frame, wood cutting tools,	
different wood-foam boards, 2 big	
bags, 1 role of paper, 1 roll of tracing	
paper, 12 wood cutting tools, display	
case, ceramic palette, brushes and	
frames with canvasses	

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.23 DATE: 3/26/12

**TO:** Board of Trustees

FROM: Gary L. Poertner, Chancellor

**RE:** SOCCCD: February/March 2012 Contracts

**ACTION:** Ratification

#### **BACKGROUND**

On January 16, 2007, the board authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$100,000, with the following exceptions: Sub-award agreements, for contracts involving bid limits the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$81,000 for equipment, supplies and maintenance projects. During February/March 2012, the following contracts were reviewed and approved by the Vice Chancellor of Business Services, following review by legal counsel, when appropriate.

#### **CONTRACTOR NAME**

#### **CONTRACT AMOUNT**

Bob Parrett Construction, Inc. Agreement – To provide Health Center repairs. Saddleback College	\$69,213.00
Tecta America Agreement – To provide Village 4 roofing repairs. Saddleback College	\$63,860.00
DVV Associates, Inc. Building Envelope Consultant Services Agreement- To provide pre-construction, bid phase and construction phase services for the Sciences Building. Saddleback College	\$49,750.00
Lee Armstrong Company, Inc. Agreement – To replace flooring at Fine Arts 101. Saddleback College	\$37,840.00
Portland Community College Subaward Agreement – To conduct training and Teacher Technology Training workshops, attend meetings, provide presentations, attend conferences and participate in SME Rapid 2012 trade show relating to Rapid Tech National Center for Rapid Technologies. Saddleback College	\$20,011.00

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

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Edmonds Community College Subaward Agreement – To support the attendance of Additive Manufacturing industry and educational thought leaders to present a national STEM, attend and provide input meetings, present events and workshops. Saddleback College	\$20,000.00
KE Design Consultant Agreement – To research professional associations related to California Industry Sector and Pathways, work with web team to categorize professional associations, and research new resources.  Saddleback College	\$15,000.00
Xelleration Work Order Agreement – To provide SharePoint training and support to staff. Funding: Capital Outlay Projects Account (Technology Contract Services) – Fund 40 SOCCCD	\$14,500.00
Environ Proposal for Phase I Environmental Site Assessment and Associated Additional Tasks, 10-Acre County Exchange Parcel Agreement — To perform ESA, compile readily available information pertaining to subsurface conditions at the site, and prepare a package of information pertaining to the site in anticipation of obtaining environmental insurance. ATEP	\$11,5000.00
Manchik & Associates Consultant Agreement – To profile CTE students and provide outcome metrics. Saddleback College	\$10,000.00
AK Constructors, Inc. Agreement – Project: Power House 1 Repairs - To replace storage facility and addition of canopies over I.T. and electrical room doors. Irvine Valley College	\$9,780.00
The Irvine Ranch Outdoor Education Center Facilities Use Agreement – To use the center for the SOCCCD Classified Staff Development Day. SOCCCD	\$7,956.50
Kratos HBE Service Agreement – To provide maintenance and support for District door security system. Funding: Maintenance/Support Renewal. Funding: Maintenance - General Fund SOCCCD	\$7,441.90

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\$7,300.00
\$7,250.00
\$6,883.00
\$6,100.00
\$4,680.00
\$4,000.00
\$3,500.00
\$3,480.00

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United Power and Battery Emergency Service Contract – To provide pro-active maintenance and emergency services for UPS and battery systems. Irvine Valley College	\$2,890.00
Cindra J. Smith Consultant Agreement – To be the facilitator for Board Self- Evaluation and Development. SOCCCD	\$2,800.00
Systems Maintenance Services Agreement — To perform maintenance of computer hardware systems at the college. Irvine Valley College	\$2,616.00
GoEngineer Agreement – To provide annual subscription services for SolidWorks Educational, major software releases, minor software enhancements, webpage and website for technical assistance. Saddleback College	\$1,454.25
Vox Dance Theatre, Inc. Choreography License & Services Agreement – To provide choreographic work for Fimmine, Mvt. III performance. Irvine Valley College	\$1,000.00
Alldata Agreement – To provide subscription renewal services. Saddleback College	\$975.00
Green River Golf Club Golf Tournament Confirmation Agreement – To provide rounds of golf for 48 guests. Funding: General Fund Irvine Valley College	\$912.00
OC Photo Booth Rental Rental Agreement – To provide photo booth for college outreach event at the college. Saddleback College	\$343.72
Keenan & Associates Supplemental Employee Retirement Plan Service Agreement – Update plan documents to IRS code. SOCCCD	\$0.00

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	1 agc 3 01 3
Danville Community College Agreement Amendment No. 1 – To correct the consultant name from Jerry H. Franklin to Danville Community College. Saddleback College	\$0.00
Anaheim Regional Medical Center Affiliation Agreement – To provide clinical training for students at Saddleback College.	\$0.00

#### **RECOMMENDATION**

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.1 DATE: 3/26/12

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: Adopt Resolution No. 12-12 for Design Build Procurement

**ACTION:** Approval

#### **BACKGROUND**

California Education Code section 81700, et seq., authorizes California community college districts to use the Design-Build delivery method on public works of improvement costing in excess of \$2.5 million.

The District's use of the Design-Build delivery method shall either (1) reduce comparable costs of the projects, or (2) expedite completion of the project, or (3) provide features and benefits unavailable through the traditional Design-Bid-Build process.

#### **STATUS**

California Education Code section 81702(a) requires the Governing Board to adopt a resolution approving the use of the design-build delivery method prior to entering into a design-build contract (EXHIBIT A). The Community College Design Build Guidelines are attached for Board review pursuant to former Education Code section 81706 (EXHIBIT B).

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 12-12, EXHIBIT A, to authorize the use of Design Build procurement.

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

#### **RESOLUTION NO. 12-12**

# RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOUTH ORANGE COUNTY COMMUNITY COLLLEGE DISTRICT DECLARING ITS INTENT TO ENTER INTO AUTHORIZING DESIGN-BUILD PROCUREMENT SOCCCD

#### MARCH 26, 2012

WHEREAS, California Education Code section 81700, et seq., authorizes California community college districts such as South Orange County Community College District (the "District"), to use the Design-Build delivery method on public works of improvement costing in excess of \$2.5 million; and,

WHEREAS, California Education Code section 81702(a) requires the Governing Board to adopt a resolution approving the use of the design-build delivery method prior to entering into a design-build contract; and,

WHEREAS, the District, during a regular open meeting of its Governing Board, conducted a public informational workshop and an evaluation of Design-Build versus the traditional Design-Bid-Build delivery methods; and,

WHEREAS, pursuant to California Education Code section 81702(a), the Governing Board has reviewed the guidelines developed pursuant to former Education Code section 81706 (Attached hereto as Exhibit "A"); and,

WHEREAS, the Governing Board finds that use of the Design-Build delivery method for public works should either (1) reduce comparable costs of the projects, or (2) expedite completion of the project, or (3) provide features and benefits unavailable through the traditional Design-Bid-Build process; and,

WHEREAS, the Request for Proposal ("RFP") package for Design-Build procurement will conform to State Law and provide the minimum performance criteria and design standards for the Project; and

WHEREAS, the RFP will also identify the basic scope, concept drawings and needs of the Project, the expected cost range, and other information deemed necessary to inform interested parties of the contracting opportunity; and

WHEREAS, the RFP will define the factors and sub-factors that the District reasonably expects to consider in evaluating proposals, including cost or price and all non-price related factors and sub-factors., the methodology and rating or weighting scheme that will be used in evaluating competitive proposals; and

WHEREAS, to the extent the District wishes to reserve the right to hold discussions or negotiations with responsive bidders, the RFP will define the applicable rules and procedures to ensure that any discussions or negotiations are conducted in a fair and impartial manner.

**NOW, THEREFORE, BE IT RESOLVED**, that the South Orange County Community College District Board of Trustees hereby declares its intention to commence the process for Design-Build procurement in accordance with applicable State Law, guidelines, processes, and on terms and conditions set forth therein;

PASSED AND ADOPTED, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on March 26, 2012.

Nancy M. Padberg, President	T.J. Prendergast, III, Vice President	
Marcia Milchiker, Clerk	Thomas A. Fuentes, Member	
William O. Jay, Member	David B. Lang, Member	
Frank M. Meldau, Member		
	Gary L. Poertner, Chancellor	
	And Secretary to the Governing Board	

#### Resolution No. 12-12

# RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOUTH ORANGE COUNTY COMMUNITY COLLLEGE DISTRICT DECLARING ITS INTENT TO ENTER INTO AUTHORIZING DESIGN-BUILD PROCUREMENT SOCCCD

March 26, 2012

STATE OF CALIFORNIA)

COUNTY OF ORANGE )

I, Gary L. Poertner, Secretary to the Board of Trustees of the South Orange County Community College District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by said Board at a regular meeting held on the 26<sup>th</sup> day of March 2012.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this  $27^{th}$  day of March 2012.

Gary L. Poertner
Secretary to the Board of Trustees

### California Community Colleges Design-Build Guidelines

(as authorized by AB 1000, Simitian)



CHANCELLOR'S OFFICE FACILITIES PLANNING & UTILIZATION UNIT May 2003

#### Guidelines Team

Frederick E. Harris
Director of College Finance and Facilities Planning
Chancellor's Office
California Community Colleges
1102 Q Street, 4<sup>th</sup> Floor
Sacramento, CA 95814-6511

Walt Reno
Specialist
Facilities Planning and Utilization Unit
Chancellor's Office
California Community Colleges
1102 Q Street, 4<sup>th</sup> Floor
Sacramento, CA 95814-6511

José Nuñez
Executive Director of Facilities Maintenance & Operations
San Mateo County Community College District
3401 CSM Drive
San Mateo, CA 94402

Jeffrey Gee
AIA
General Manager
Swinerton Management and Consulting
260 Townsend Street
San Francisco, CA 94107

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#### Introduction

Assembly Bill 1000, Simitian (which has been codified as Chapter 3.5 in Part 49 of the Education Code Section) was approved by the Governor on September 17, 2002 and filed with the Secretary of State on September 18, 2002 as Chapter 637, Statutes of 2002. Effective upon its approval, AB 1000 authorizes the governing boards of the Los Angeles Community College District, the San Jose-Evergreen Community College District and the San Mateo Community College District the opportunity to utilize design build on construction projects at their respective campuses as defined in the bill. In addition, AB 1000 also allows Design-Build to be used on as many as 5 community college facility construction projects selected by the Chancellor of the California Community Colleges. Threshold requirements identified in AB 1000 include:

- That the Board of Governors of the California Community College District develops guidelines for Design-Build projects by June 30, 2003.
- That the design and construction cost of each project approved to utilize Design-Build exceeds \$10,000,000.

This bill is similar to AB 1402, Simitian (Statutes of 2001) that authorizes the use of Design-Build for construction of capital improvements for K-12 school districts. The threshold requirements in AB 1000 are also similar to those in AB 1402. Design-Build may be considered on projects where the design and construction cost exceeds ten million dollars. Similarly, AB 1000 requires that the Board of Governors of the California Community Colleges develop guidelines for implementing Design-Build projects in consultation with the Secretary for Education, the Department of General Services, the Energy Resources, Conservation and Development Commission, Seismic Safety Commission, community college district representatives, and industry representatives. In developing Design-Build guidelines for local school districts, the California Department of Education (CDE) brought together over thirty entities and held ten meetings over a seven-month period to develop the guidelines. Their Design-Build guidelines were a result of the efforts of the committee members as well as many contributors involved in school facility design and construction throughout the state.

With such a significant work effort completed by CDE, the Board of Governors of the California Community College District used the guidelines developed for AB 1402 as a basis for the development of the AB 1000 Design-Build guidelines.

#### Use of these Guidelines

These guidelines are intended to do three things: 1) inform community college districts of the Design-Build process as authorized under Assembly Bill 1000, 2) assist the governing boards of the three approved community college districts and the Chancellor's Office to determine if the Design-Build process is right for their projects, and 3) assist the three designated community college

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districts and the Chancellor's Office in complying with the statutory requirements of AB 1000

while minimizing potential problems that may occur during the projects.

These guidelines are not "regulations" and are not mandatory. Guidelines offer suggestions and recommendations that community college districts may choose to follow. Regulations are mandates that must be followed and must go through the formal Administrative Procedures Act regulatory adoption process. These guidelines are not a legal interpretation of any aspect of AB 1000 or any other regulation. They should not be considered a legal opinion or a substitute for experienced legal counsel. These guidelines are simply one tool available to community college districts addressing the prospect of using Design-Build and some potential problems that may occur in completing a Design-Build project. While the committee developing these guidelines has attempted to be inclusive and comprehensive in its approach, community college districts will undoubtedly have additional or different ideas and approaches to implementing Design-Build projects.

These guidelines should be read by all parties involved in deciding whether Design-Build is appropriate for a specific project, and by those persons who will play a role during the process. It is recommended that community college district board members, presidents, vice-presidents, project managers, facility managers and any persons assisting in the preparation of a Design-Build RFP become familiar with the provisions of AB 1000 and these guidelines.

It is recommended that the guidelines be read in their entirety. Individual chapters often refer to other chapters, so a greater understanding can be achieved by reading the guidelines as a whole.

#### Overview

Until the passage of AB 1000, community college districts were allowed to construct projects using traditional Design-Bid-Build (DBB) and lease-lease back (LLB). In addition, Government Code Section 5956 allows private development and financing of specific fee-producing infrastructure projects. AB 1000 broadened the existing methods of project delivery to include Design-Build for projects with design and construction costs exceeding \$10 million.

Traditional DBB is the most widely used method of project delivery system for public projects. Under DBB the community college district hires a design professional (typically an architect) to create documents from which general contractors will bid. The contractor selected to build the project is the responsible bidder who submits the lowest bid.

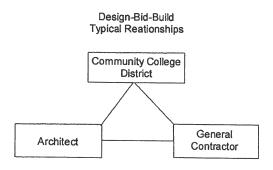


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The LLB process (Education Code Section 81330) establishes a contract by which the district owns a piece of property, leases it for what is usually a nominal amount to an entity that is obligated to construct a building/facility on that site. That entity then leases the completed building/facility and site back to the district for a specified period of time at a specified rental amount. At the end of the lease, the building/facility and site become the property of the community college district. Adoption by the district of completed plans and specifications is a pre-requisite for entering into the lease agreement.

Design-Build is a method of project delivery that combines the design and construction functions and vests the responsibility for such functions with one entity - the Design-Builder. Under AB 1000, the community college district defines project scope, issues a request for proposals (RFP) to pre-qualified Design-Build entities and selects one of the proposing entities to design and build the project on district-owned property. One of the many distinctions between Design-Build and DBB is the level of design undertaken by the community college district prior to award of the construction contract and the level of specific, or prescriptive, criteria in the bid documents. Typically, under DBB, there is an on-going interaction between the district and architect during the development of the design thereby allowing community college districts to define and select many of the products and systems to be specified in the contract documents. Once the architect completes the design, contractors bid the project. With Design-Build, community college districts typically communicate their desires clearly in the RFP with performance criteria in lieu of brand names and model numbers, leaving some of the decision-making to the Design-Build Entity. While certain project components may be specified as district standards, like keyed locksets or heating and cooling equipment, Design-Build entities will be required to provide a completed project that performs at or above the minimum performance specifications set forth in the Design-Build contract. The selected Design-Build entity will complete the design documents to a level necessary to obtain required agency approvals and construct the project.

Design-Build changes some fundamental relationships between the community college district and the designers and builders. With traditional DBB, the district has two separate contracts: one with its architect and one with its contractor. A Design-Build entity includes an architect and contractor, so only one contract is needed between the district and the Design-Build entity. A DBB construction contract includes the completed and DSA approved design documents, while a Design-Build contract will include performance criteria and possibly some design documents from which the Design-Build entity will create completed and DSA approved documents. It is also the responsibility of the Design-Build entity to obtain DSA approval for plans and specifications. This basic difference in contract components broadly identifies the roles of the community college district and the Design-Build entity: The district clearly defines its needs and expected level of performance, and the Design-Build entity designs and constructs a completed project that meets those requirements.

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Design-Build Typcial Relationship

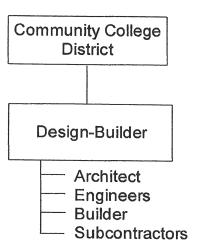


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### Design-Build Under Assembly Bill 1000 Is...

- An alternate project delivery method where community college districts may select a Design-Build entity to provide design and construction services under one contract.
- A method for community college districts to communicate performance criteria for the completed project as opposed to prescribing products and methods.
- A means to pre-qualify and select a Design-Build team based on factors other than price alone.
- An opportunity for community college districts to allocate risks to those parties most capable of handling those risks.
- A different method for completing a project that requires a different approach and level of involvement by community college districts in order to realize the possible benefits of the Design-Build process.

### Design-Build Under Assembly Bill 1000 Is NOT...

- A "cure-all" for problems community college districts may have experienced during traditional Design-Bid-Build projects.
- A method to reduce or eliminate the amount of preparation required by a community college district to complete a project.
- The same process as Design-Build in the private sector. AB 1000 and California codes concerning community college design and construction make the Design-Build process unique for community colleges in this state.
- For community college districts that are uncomfortable with the responsibilities and requirements necessary to successfully complete a Design-Build project.
- A method to eliminate change orders or risk not properly allocated in the contract.

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### **Pros and Cons**

With another method of project delivery now available to community college districts, deciding which is the best method for a particular project becomes very important. Design-Build under AB 1000 is intended as an initial "prototype" effort for community colleges to test the viability and feasibility of utilizing Design-Build on a much broader basis. Community college districts should be familiar with all project delivery options as they relate to a specific project in order to make the best decision. Project goals should be clearly defined and the most appropriate project delivery model to achieve those goals should be selected. The following information is a generalization of the pros and cons of Design-Build, and may not apply to all projects.

#### Pro

- Simplified Contracting and Contract Administration: One contract with the Design-Build entity versus separate contracts with architect and contractor.
- Cost Containment: Design-Build entity is under contract to complete the project meeting the community college district's published requirements.
- Reduced Change Orders: Errors in the design are the responsibility of the Design-Build entity. Proper allocation of risks under the Design-Build contract reduces change order potential.
- Reduction in Adversarial Relationships: Designer and builder are teamed together, working under a single contract. This teaming can significantly reduce traditional conflicts and "finger-pointing" between designer and contractor.
- Cost Savings: Innovative, cost effective solutions meeting performance criteria can be achieved.
- Time Savings: Design-Build entity is allowed the freedom to explore timesaving construction methods or systems while meeting the district's stated criteria. Early communication between designer and builder can help prevent construction delays.
- Early Cost Definition: Project costs are determined much sooner than with traditional Design-Bid-Build.
- Greater Risk Shifting and More Efficient Risk Allocation: A Design-Build contract can be written to assign appropriate risks to the parties most capable of managing them. The vesting of design and construction functions in one entity allows for a much greater allocation of risk to the Design-Builder than in traditional DBB.
- Alternative Selection Process: Design-Build entities can be selected based on factors other than price alone; therefore, Design-Build entities seeking to do future work with a district have an incentive to perform well. It also provides community college districts with the flexibility to develop an evaluation and scoring process that reflects the goals and needs of a specific project.
- Involvement of the builder in the design process, enabling the team to make informed decisions on building systems, materials, phasing, scheduling, constructability and other issues that will optimize cost, time and value.

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#### Con

- Factors that cause a project to be successful are different in a Design Build Method:

  The success of a traditional DBB project usually lies in the ability of an architect to place the user needs onto workable construction documents and the ability of the contractor and their subcontractors to interpret the construction documents and coordinate their work so that there are few delays. Community college districts unfamiliar with the Design-Build process may have a pre-conceived idea that this method automatically eliminates change orders, expedites project completion and saves money. As with any delivery system, what benefits can be achieved, if any, in a Design Build method are largely dependent on things that can be different from a traditional DBB method, including a high quality RFP, an informed district staff and a well qualified Design-Build entity.
- Districts are not experienced with the Design Build Method: Most community college districts are familiar with traditional Design-Bid-Build and the role played by the district. Design-Build requires different contracting and decision-making processes for community college districts. Community college districts lacking expert legal and design assistance may face significant problems unless they are already familiar with the Design-Build process. Greater technical expertise is required as well as the pace and intensity of the project is substantially higher due to the focus on time. More time and effort is required to properly develop an adequate program document, as well as to administer the Design-Build contract.
- Districts have less control over the detailed design of the project: The Design-Build entity is included in the process before plans are finalized. Community college districts entering into a contract with the Design-Builder must allow the Design-Build entity to make certain decisions that may have been made by the district on previous DBB projects.
- A project incurs higher initial costs: The design build method requires the development of performance criteria and the selection of a design-build entity. These initial efforts may be more expensive than the development of conceptual drawings. Once the design team is selected and the project begins to be developed, it is unclear as to whether Design-Build will be less expensive in total than DBB on a given project. Whereas Design-Build efficiencies, design flexibility and the ability to innovate that are afforded the Design-Builder frequently are reflected in reduced cost, increased risk allocation can result in a higher contract price that includes contingencies. Additionally, a design-build entity that agrees to a guaranteed maximum price before receiving bids on the work may propose substituting less costly materials to offset bids that may be higher than anticipated.
- Districts have increased responsibility: Under AB 1000, community college districts are responsible for holding a public meeting to determine if Design-Build is appropriate, preparing a qualification process, establishing a labor compliance program or entering into a collective bargaining agreement, reporting to the Legislative Analyst's Office at project completion as well as complying with other duties outlined in AB 1000.
- Districts must prepare Request for Proposals and Performance Criteria: A significant amount of time, effort and expertise is needed to produce the RFP documents. Translating

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the district's needs into clear performance criteria is a difficult task, and if done improperly, may negatively affect any potential benefits of the Design-Build process.

- Potential for disagreement: Because the Design-Build contract is based on performance criteria and incomplete design documents, the interpretation of these documents can be the subject of potential disagreement between the district and Design-Build entity. Additionally, the district architect's interpretation of the RFP plans and specifications may mean something completely different to the Design-Build entity's architect.
- Potential disagreement on the project inspector: By regulation, the district's choice of an inspector must be approved by the architect and structural engineer of record. Because the architect and engineer are a part of a team with the contractor, their opinions may be influenced by the contractor's opinion.
- The Design Team may disagree on important aspects of the project: As with any group of professionals making important decisions, there can be disagreements over critical aspects of development. Whether a design team can resolve those disagreements efficiently is a critical aspect to its relative effectiveness and the ultimate cost of the project.
- Districts may often be expected to make decisions quickly: After the Design-Build entity is selected; decisions required of the district must be made more quickly than may be anticipated. Because the Design-Build entity has a fixed schedule to meet for design and construction, little time may be allocated for input by the district, and delays can be costly or, in a worse case scenario, the project may more forward without complete input from the end user.

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### Key Points of Design-Build with a Properly Prepared RFP

#### **Risk Shifting**

Design-Build allows for greater shifting of risk to the Design-Builder, particularly in the areas of design defects, efficacy and warranties. For example, errors in design documents are the responsibility of the Design-Build entity. In developing the RFP and the Design-Build contract, community college districts should carefully assess project risks and determine whether they or the Design-Builder are best able to efficiently and cost effectively manage those risks. Shifting of inappropriate risks to the Design-Build entity that should, in a given instance, be borne by the community college district may increase the Design-Build contract amount accordingly.

#### **Team Selection**

Factors other than price alone may be utilized in selecting a Design-Build team. Community college districts should ensure that the evaluation process and criteria are adequately described in the RFP in order to minimize the potential for protests. (See Section 6 for further detail.)

#### Schedule

Construction schedules may be shortened due to innovative systems and methods proposed by the Design-Build team.

#### **Cost Certainty**

Early cost determination may be obtained and the responsibility to deliver the project for the contract amount is borne by the Design-Build team.

#### **Decision Making**

Much of the decision making during design development and construction may be shifted from the district and its designers to the Design-Build team.

#### Creativity, Innovation and Efficiency

As the designer works with the builder, creative solutions, innovative approaches and efficient methods and systems can be realized.

#### Role of the Community College District

Community college districts must develop complete and clear RFPs and respond to issues raised during the design and construction phases in a timely manner. They must have the ability to communicate their needs in a manner that defines performance minimums while allowing for creative solutions to those requirements.

#### Performance Criteria Compliance

Because the designer and builder comprise a team that will be producing a completed project based on performance criteria established by the community college district, verifying compliance with the criteria may be a significant task or beyond the capabilities of the district staff.

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#### **Learning Curve**

Design-Build is a new experience for community college districts. Creating a new qualification process, selection method, RFP and contract is a responsibility that requires a great deal of time and expertise in order to realize the benefits of Design-Build. A community college district undertaking more than one Design-Build project may need to develop different approaches to these processes and documents on a project-by-project basis.

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(as authorized by AB 1000, Simitian)

### Section 1 The Design-Build Process: A Road Map

#### Overview of the Process

The typical process for a Design-Build project includes the following:

- The community college district prepares a Request for Proposal (RFP)
  - o The district may need to hire a technical consultant to assist with the development of the RFP
- Concurrently, a preliminary CEQA checklist should be completed to identify any potential environmental impacts. Any constraints or mitigations need to be included in the RFP.
- Design-Build Entities should be pre-qualified through a well-defined and documented process that is fair, objective and measurable. The prequalification process should be well communicated to the local design and construction community in an initial solicitation of interest, industry forums or similar outreach efforts.
- The RFP is issued to prequalified Design-Build Entities
- Design-Build team submittals are received and evaluated
- Upon completion of the Design-Build proposals, a successful proposal is identified
- Local governing board approval is obtained and a contract award is made
- Final Design drawings are completed by the Design-Build Entity, and submitted for approval
- Final approvals include:
  - o District approval for compliance with the RFP
  - o Division of the State Architect (DSA) Approval
  - o Final CEQA documents are completed
  - Any other required local approvals
- When all approvals are in place, construction begins

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(as authorized by AB 1000, Simitian)

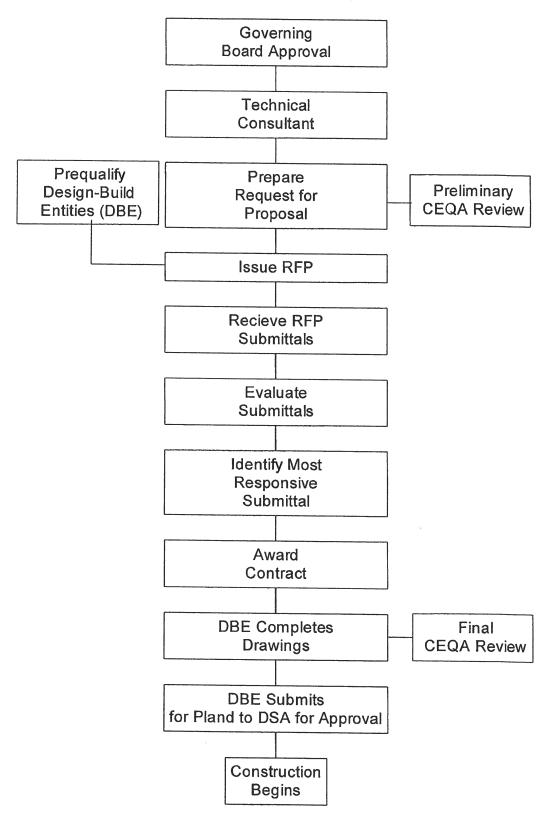


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#### Section 2

### Selecting a Project for Delivery Through Design-Build

When contemplating using Design-Build to deliver a project, several factors should be considered. Due to the many challenges that a Design-Build project entails, keeping issues as simple as possible will allow the district and its team of experts to focus on design and construction.

Key factors for consideration include:

#### **New Construction**

New construction projects are better suited for Design-Build than renovation of an existing building or construction within an occupied building. The likelihood of encountering unknown and discovered conditions as well as hazardous materials abatement in an existing building makes Design-Build problematic for renovation projects. In addition, construction in an occupied building with on-going teaching programs and limits on construction impacts may not realize the time and cost savings desired with this project delivery method.

#### **District-funded Projects**

Timely reviews and approvals is a critical factor for success. District-funded projects require fewer state approvals and are not dependent on the state budget cycle for funding. In addition, segmented appropriation of funds (P in FY1, W in FY2, C in FY3, etc.) in different fiscal years further complicates design build project delivery. Any project funded with state Capital Outlay funds (either entirely or partially) will be subject to SPWB/DOF review and approval procedures and the project calendar would need to consider the time taken for state approvals.

#### **CEQA Mitigations**

Projects that have an approved Environmental Impact Report or other approved environmental document or projects whose environmental documents have a high likelihood of being approved prior to the award of contract to a design team are more appropriate for delivery through Design-Build. Projects that are environmentally sensitive or have a high degree of environmental impacts may not be appropriate for delivery through Design-Build due to a lengthy and time-consuming entitlement and approval process.

#### **Project Program Goals and Objectives**

A critical key for success of a Design-Build project is to ensure that the ultimate users of the project have clearly identified and communicated the project's architectural program, goals and objectives. If program goals and objectives are not clear or may be subject to change, Design-Build delivery is probably not the most appropriate delivery method. Changes that occur late in the Design-Build process may be very costly.

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#### Management Capabilities

Design-build projects require the same amount of effort as with other forms of project delivery, except that the work occurs in a substantially shorter amount of time, often with concurrent activities. The shorter amount of time along with concurrent activities substantially elevates the intensity of managing a design-build project. The district's ability to manage a design-build project is critical to project success.

#### **Competitive Project Proposal**

Projects that are seeking state capital outlay funds need to be highly competitive project proposals. These projects should have high cap ratios, clearly identify critical academic space needs and articulates how the project will address the academic needs of the institution.

#### Chancellor's Office Selection of 5 Design-Build Projects under AB 1000

AB 1000 enables the Chancellor's Office to select up to five individual community college district projects to utilize design-build. These projects are in addition to any design-build projects at the Los Angeles Community College District, San Jose-Evergreen or the San Mateo County Community College District.

In order to successfully demonstrate the effectiveness of design-build in community colleges, the Chancellor's Office will utilize the following general criteria in selecting the five projects:

- Project is locally funded and is a new or replacement building
- Well-studied site characteristics, including sub-surface conditions and earthquake faulting
- Projects do not add more campus space in categories that are underutilized or that have excess capacity
- District has historically completed projects within scope, budget and schedule
- A clearly articulated plan for managing the design-build project
- California Environmental Quality Act (CEQA) issues are clearly identified and are being addressed

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#### Section 3

## The Project Approval/Notification Process for Design Build

#### I. Projects funded entirely with district funds

For projects funded entirely with local funds and no state Capital Outlay monies, the project should be included in the district's five-year capital outlay plan that is annually submitted to the Chancellor's Office. A district that has a project that wants to be constructed in accordance with AB 1000 should have submitted a Project Information to the Chancellor's Office. The project information letter should contain the following information (sample attached):

- Brief description of the project
- Description of the Space Summary
- Confirmation that the project is included in the District's Five-Year Capital Outlay Plan
- Description of the project Management Method
- Description of the Project Delivery Methodology
- Estimated total project cost
- Estimated construction contract cost

The only other time that the Chancellor's Office (CO) is involved is a final review of the Construction documents once the Division of the State Architect has approved the plans (Refer to the procedures presented in the next section).

### SPWB/DOF/Chancellor's Office Approvals, Locally-Funded Design Build Project

Request for Proposal	District provides the CO with an information letter that explains the Design-Build project scope and cost of work.
	CO compares letter with district's 5-year plan and reconciles any differences with the district.
	CO selects 5 projects from districts other than those 3 districts specifically named in AB 1000.
	District prepares the Request for Proposal and the Performance Criteria.
Award of a contract to a Design-Build Entity	District submits Request for Proposal to CO.
	CO compares Performance Criteria and Request for Proposal to Information Letter. If not consistent, CO reconciles

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(as authorized by AB 1000, Simitian)

differences with district. If consistent, CO directs district to conduct bid effort.

District conducts bid effort for Design-Build Entity.

District awards the Design-Build Entity a contract and issues to the Design-Build Entity a Notice to Proceed with Design.

Design-Build team completes project design and construction documents and obtains DSA approval of plans and specifications.

Request to Proceed with Construction

District submits DSA approved plans and specifications to the CO with a request for approval of plans.

CO reviews plans and specifications for conformance to approved scope and cost provided in the information letter above.

If plans and specifications are approved, CO will notify district that it can proceed to construction.

District issues Notice to Proceed with Construction to the Design Build Entity.

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Sample Project Information Letter

February XX, 2003

(Name of CO Facility Specialist) California Community Colleges Facilities Planning & Utilization 1102 Q Street, 4th Floor Sacramento, CA 95814

Subject: YYY College (College Name), ZZZ project (Project Name)
Design Build Scope Description (AB 1000)

Dear,

Pursuant to AB 1000, the XXX Community College District is submitting for your review and approval the following project scope for the YYY College Student Support and Community Services Center / Science Annex:

Scope: Build a new approximate 29,505 ASF/42,110 GSF College Student Support and Community Services Center (Student Union) to replace the existing Student Center and Bookstore. The new facility will house the College's Bookstore, Food Services, Student Activities, Security, Student Health Services, Student Government, Student Activities, Multicultural Center, meeting rooms, and a community conference. Vacated Bookstore will be demolished. Additionally, the project consist of building an approximate 17,500 ASF / 25,000 GSF adjoining Science Annex to accommodate new Natural Science laboratory and support facilities, with a new Dental Hygiene program moving into renovated space vacated by the former Natural Sciences in Building 7. Existing 40 year old facilities are unsafe and in a state of rapid deterioration. This project follows implementation of the district's September 2001 Facility Master Plan, YYY's Educational Master Plan, YYY Colleges Strategic Planning Task Force goals, and the district's Five Year Construction Plan.

Total Estimated Cost: \$23,600,000

Anticipated Source of Funds: Local. See attached JCAF 32 Type of Construction: New Construction - Design Build

Anticipated Schedule: PP/SD/WD 2003/2004 Construction: 2004/2005 Equipment 2005

Occupy: 2005

Regards,

(Name of District Facility Manager)
(Title of District Facility Manager)

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II. Projects funded with State Capital Outlay Funds

#### **Appropriations**

The state funding and approval processes are inherently not structured to support design build projects. The concept of appropriating a project's funding in phases over separate fiscal years is an obstacle to timely review, approval and delivery of a Design-Build project. If a community college district were to seek construction of a project through design-build, funding appropriations would likely need to be as follows:

Design-Build per AB 1000

PWCE Appropriations in the same fiscal year similar to the California Community Colleges "Ready Access Program" where a single appropriation is provided for all phases of a capital outlay project.

It should be clearly recognized and acknowledged that projects with any amount of state funds involved will be required to go through the SPWB/DOF and the Chancellor's Office capital outlay approval process.

#### **Approval Process**

If a district intends to deliver a state-funded project utilizing Design-Build, this should be declared in the Initial Project Proposal (IPP) so that the Chancellor's Office and the Department of Finance may be made aware of the need to structure state appropriations in the manner outlined above. Once approved by the Chancellor's Office, the district is to proceed with the preparation of their Final Project Proposal (FPP) for approval and inclusion in the annual capital outlay plan.

### SPWB/DOF/Chancellor's Office Approvals State-Funded Design-Build Project

The state approval process remains in effect for Design-Build projects. As such, Design-Build projects should strive to mirror the traditional project approval process as closely as possible. Due to this constraint, utilizing Design-Build on any project that receives state capital outlay funds is problematic. Very few, if any, California Higher Education projects funded with state capital outlay funds to date have utilized Design-Build.

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(as authorized by AB 1000, Simitian)

Approval of the Preliminary Planning funds

Funding in the State Budget

CO and DOF encumber and release the Preliminary Planning Funds

District prepares the Request for Proposal and the Performance Criteria (Note: the amount budgeted for P may be greater than the amount on a traditional

DBB Method project.)

Request for Proposal

District prepares the RFP with its performance criteria

Approval of Working Drawing, Construction and Equipment Funding in the State Budget

District requests state approval to release RFP to bid

CO reviews the RFP for conformance with the approved scope of work and cost and requests state approval of RFP from the State Public Works Board.

PWB approves the RFP and performance criteria and directs DOF to encumber the Working Drawing funds

DOF encumbers the Working Drawing funds

District conducts bid effort for Design team

District selects a winning proposal and requests release of working drawing funds and encumbrance of construction funds

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Request to Proceed with Construction

District submits DSA approved plans and specifications to state with request to proceed with construction, and a request to release Construction funds.

CO reviews plans and specifications for conformance to approved scope and cost

CO submits request to DOF for approval of plans and a Request to release Construction funds

DOF approves release of Construction funds

CO forwards approval of plans and release of Construction funds to district

District issues Notice to Proceed with Construction to the Design Build Entity.

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#### Section 4

## The Request for Proposal and Pre-qualification of Design-Build Entities

#### Helpful Hints:

Communicating facility requirements thoroughly enough to ensure compliance without limiting the Design-Builder's creativity is a significant task. Using performance based requirements and quality standards rooted in current construction practices establishes the Design-Builder's responsibilities while accommodating flexible solutions and innovation. Because the Design-Build Entity's cost proposal is not based on completed design documents, the RFP and Design-Build contract should clearly set forth the requirements, specifications and allocation of project risks in order to avoid disagreements with the community college district that may arise over what was implied in the RFP. It is important to note that the Design-Build process does not eliminate the possibility of change orders created by incomplete or inaccurate information in the RFP Package. Inclusion of all relevant and necessary information is a good prerequisite for effective and optimal risk allocation.

Responding to a Design-Build RFP can be a costly endeavor for Design-Build teams. Typical costs for a response to a traditional Design-Bid-Build proposal may be in the range of \$5,000 - \$10,000 (\$4,000 for the A/E Team to respond to a RFP, \$6,000 for the General Contractor to prepare a bid), the costs for responding to a Design-Build RFP can easily be in the range of \$50,000 - \$100,000, if not higher. Community college districts considering Design-Build should be cognizant of these costs and carefully limit the amount of time Design-Build teams have to prepare proposals and limit submittal requirements to only those documents only necessary to determine program compliance, quality and scope of the proposal. In addition, as more public agencies are allowed to utilize Design-Build, design firms and contractors are becoming increasingly cognizant of the costs associated with responding to a Design-Build RFP. Community college districts might consider offering a stipend to the firms that respond to Design-Build RFP's to help offset some of the costs incurred by competing Design-Build entities. Higher quality Design-Build teams, greater interest and increased responsiveness is more likely to occur when pre-qualification efforts result in a smaller group of comparable Design-Build entities competing for a project, and there is a balance of submittal requirements, time to prepare submittals and a stipend.

By the time a Request for Proposal (RFP) is drafted, much information should be in place. It cannot be overstated that the most critical part of the Design-Build process is the preparation of the information describing the community college district's needs and requirements, as well as "due diligence" information about the project site. The success of the project will be a direct result of the amount of preparation and conveyance of information by the district. It is important to note that a community college district cannot expect specific elements or performance to be included in their project unless they are made a part of the contract.

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(as authorized by AB 1000, Simitian)

- A Project Information Letter, if the project only uses local funds, or a state-approved Final Project Proposal, if the uses state funds, shall be approved by the Chancellor as one of the projects to implement AB 1000 prior to the development of a RFP. If a community college district needs assistance in preparing some or all of the RFP, a competent, experienced consultant should be considered.
- As required by AB 1000, an RFP shall be prepared. Refer to the SELECTION chapter for information regarding the two methods of Design-Build Entity selection, and how each method affects the preparation of the RFP document.
- Performance specifications and any plans to be included in the RFP must "...be prepared by a design professional duly licensed or registered in this state." Community college districts should hire a licensed design team (technical consultant) to prepare the RFP, including those with mechanical and electrical expertise in college and university facility design. Optimally, the design team should be cognizant of the community college district's specific needs and desires. Once retained, the community college district should consider using the licensed design team to assist with evaluation of the Design-Build teams' proposals as well as acting in an "oversight" role on the community college district's behalf throughout the project development. As stipulated in Education Code 81703 (c) (2) (A), the licensed design team is ineligible to participate on a Design-Build team.

## **Determining the Most Appropriate Design-Build Entity Formulation Strategy**

There are several methods of formulating a Design-Build team and delivering a Design-Build project. Each community college district needs to examine each project for its unique requirements and goals and select the Design-Build strategy that will provide the most successful outcome. The following are descriptions of several Design-Build delivery strategies. Equally important, the district should take into consideration the capabilities of the design and construction firms in the community in deciding on the most appropriate Design-Build team formulation strategy.

#### **Traditional Design-Build**

This delivery model enables the Design-Build Entity to formulate its own team, including architect and engineering consultants. The Design-Build Entity will tend to look to existing relationships with architects and engineers, past project experiences and other factors in determining who may be a part of their team. The choice of architect and engineering consultants is the decision of the Design-Build Entity. The Owner should pre-qualify Design-Build Entities based on comparable project experience and work together as a team and other criteria as determined by the district and as appropriate for the project type (e.g., library, science building, theatre, etc.). Design-Build Entities will typically respond to a Request for Proposal that is comprised of a project program, design parameters, and performance specifications.

(as authorized by AB 1000, Simitian)

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#### **Bridging (Modified Design-Build)**

This design-build delivery model "bridges" the traditional Design-Bid-Build project delivery process and Design-Build. Bridging strives to achieve a balance between Owner control and innovation from a Design-Build team. The community college district selects and commissions an initial design team to develop a project program and preliminary design for a project. Documents developed typically include architectural and structural drawings (including specifications) to a design development level, and mechanical, electrical, plumbing, fire protection and other systems to a schematic design and performance specifications level. These documents are then issued for bid to a pool of prequalified Design-Build teams. The architect and engineers on the Design-Build team complete the construction documents and are the design professionals of record. The initial design team commissioned by the district is precluded by statute from being on a competing Design-Build team, but may be retained as the district's consultants to assist with the review of the Design-Build team's work, particularly with respect to monitoring design progress against original design intent. The Owner may retain the initial design team or other technical expertise to assist them in review of the design drawings to ensure that the program and other criteria established in the RFP is attained.

#### Assignment

This Design-Build Entity formulation strategy involves the district's selection and commissioning of a design team to work on the early phase of a project's design. At an appropriate time in the design work, general contractors that perform Design-Build work are prequalified. The design team that the district initially commissioned is assigned to the general contractor that successfully competes for the project, and the remainder of the project is carried out by the newly formed Design-Build Entity.

#### **Prequalifying Pools**

In this delivery model, the district prequalifies two distinct pools: one pool for design teams (architect and engineering consultants) and the other pool of general contractors that perform Design-Build work. Upon the establishment of these two pools, the district directs the general contractors to formulate their Design-Build team with one of the design teams from the prequalified list.

#### **Pre-qualification Process**

The community college district shall prepare a procedure to qualify candidates prior to the issuance of the RFP, and the procedure must include the following:

• A standard questionnaire developed by the Director of the State Department of Industrial Relations. (<a href="http://www.dir.ca.gov/DLSR/PQDB.pdf">http://www.dir.ca.gov/DLSR/PQDB.pdf</a>)

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Additional qualification criteria the community college district desires. The D.I.R. questionnaire is general in nature and does not address project specific questions; therefore, community college districts may want to add their own questions. This may include geographic location of Design-Build Entity, list of previous projects the members of the Design-Build Entity have worked on together (as Design-Build Entity or not), list of previous projects similar to this project, specific personnel assigned to the project, recent client list, etc. Community college districts should consider review of their additional criteria by legal counsel.

Determination of how submitted qualifications shall be evaluated. Community college districts should determine whether qualifying a Design-Build Entity will allow it to submit a proposal or whether Design-Build Entities' qualifications will be ranked, allowing only a specified number to submit proposals (short listing). This decision will likely have significant impact on the level of information sought and how it is evaluated. If all qualified teams are allowed to submit proposals, the pre-qualification may simply seek information showing that the teams are qualified. If, however, a short listing is used, the district will need to solicit information that may be of a more comparative nature with other teams. In either case, the qualification process should be described in the request for qualifications document in much the same manner as the selection process is described in the RFP.

Due to the cost and expense for Design-Build teams to respond to a Design-Build RFP, the smaller the group of pre-qualified teams, and the comparability of the teams will usually result in greater interest, participation and responsiveness to the district.

### Key Elements of the Request for Proposal

The description of the project in the RFP should include:

#### 1. Project Proposal and Chancellor's Office Requirements

• The RFP should include many of the key elements that the district communicated to the Chancellor's Office in their project proposal. These items include: project program, site analysis, and other elements as required. In addition, any required reports/documents required from the design (e.g., space inventory) for Chancellor's Office or Department of Finance approval should be clearly identified in the RFP.

#### 2. Project Program

- Administrative obligations of the Design-Build Entity including:
  - 1. Compliance with applicable California Building Code Regulations, Title 5 Regulations.
  - 2. Compliance with the approved Initial Project Proposal (IPP) as approved by the Chancellor's Office. This may include site diagrams, summary of the project site and space inventory for funding eligibility determination as well as DSA approval of

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plans and specifications as applicable, and conceptual cost estimates/budgets for the project.

- 3. Compliance with Division of the State Architect (DSA) Regulations. This includes approval of the plans and specifications by DSA as well as certain requirements during construction by the Design-Build Entity (i.e. change order approval, final verified report submission, etc).
- 4. To promote the issue of life-cycle cost and proper selection of building materials and building systems, the community college district may wish to specify compliance with selected high performance guidelines from the Collaborative for High Performance Schools (CHPS <a href="http://www.chps.net/">http://www.chps.net/</a>). Following the CHPS guidelines can "... provide better learning environments for our children, cost less to operate, and help protect the environment."
- 5. Identification of who is responsible for obtaining state and local approvals. This is important, because any ambiguity may result in additional time and money to resolve the issue. Often both parties assume the other is responsible, only to realize nothing has been done. The entire project can be delayed if the responsibility is not clearly identified early in the process. Some critical approvals and early-recommended contacts include the state or local health department, utility companies and local fire department. Community college districts may also want to list their contacts at the City, County, Fire Department, Health Department, etc. so proposers may know what is required for their approval, if applicable.

#### • Project Description including:

- 1. Building(s) type and size
- 2. Site elements (e.g, benches, athletic fields) and limits of work.
- 3. Parking and site access requirements.
- 4. Description of physical relationships between building spaces and between buildings and other site elements
- 5. Specific architectural style or concept, including:
  - Height and massing of the building(s)
  - Scale, and relationships to adjoining buildings
  - Materials (e.g., tile roof, etc.)
  - Color

Note: Many of these design elements may be influenced by CEQA requirements. Any limitations developed through preliminary CEQA analysis should be mentioned in the RFP to ensure that Design-Build teams do not develop a design that may require costly mitigations.

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- 6. Performance Specifications and Prescriptive Specifications regarding materials, systems, performance criteria, energy efficiency, life cycle costs, environmental issues, etc. If the community college district has developed district standards (e.g., locks, fire alarm systems, energy management, etc.) they need to be included in the RFP.
- 7. Program requirements as they relate to facilities.
- 8. Drawings, including:

Site survey

- Record drawings of the existing building (if a renovation)
- Preliminary design drawings (if utilizing modified Design-Build)
- Points of connection to existing site utilities (e.g., electricity, water, sewer, telephone) should be clearly identified, along with any special utility shutdown requirements/coordination.
- Other drawings as available and appropriate
- 9. Reports, including:
  - Soils report
  - Hazardous Materials Report(s)
  - State Fire Marshal reports (if a renovation project)
  - Other reports as appropriate to inform the Design-Build teams competing for the project
- 10. Performance requirements of the structural system. Provide any site specific ground motion data if available,

#### 3. Community College District Standards and Special Requirements

- Accommodation for future expansion. Planning for future expansion by sizing equipment, electrical panels, data, water, gas & sewer lines etc. can reduce future costs and problems. Specific direction needs to be provided in the RFP to the Design-Build teams, e.g., "electrical service shall be designed to accommodate code-required service loads plus 20% extra capacity for future expansion."
- Will any part of the project require joint-use by the community (Parks, Library, Playfields, etc.)? How this is accomplished, and what contractual requirements are included is critical. Legal counsel should be considered. Participating community organizations (park districts, etc.) should be involved very early in the Design-Build process.
- Technology standards. Computer networking, telephone communication systems, security, mechanical and electrical systems, etc.

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- Does the community college district want to re-use an existing community college facility design? Re-use of an existing design must be carefully handled in the Design-Build contract in order to effectively allocate design risk to the Design-Build entity. The community college district must also exercise caution in the re-use of an existing facility design to ensure that there are no copyright issues with the original design team.
- Project quality. In Design-Build, the owner generally has less direct control over product selection than in traditional methods of project delivery; therefore, community college districts should specify the expected quality and technical requirements (and inspect the construction) in the RFP through the use of performance specifications. Because the price submitted by a Design-Build Entity may be based on early design documents, there may be a discrepancy between the community college district's expected quality level and that perceived by the Design-Build Entity. Include very clear requirements for quality and performance in the RFP package. Quality can also be improved in Design-Build through the community college district's design review process, which should also be delineated in the RFP and contract.
- Indicate that the Community College District owns all materials submitted by Design Build Entities in response to the district's RFP.
- Include any mitigation measures required by CEQA to be implemented during construction.
- Sustainability goals that the community college district is striving to achieve in the project.
- 4. Geotechnical reports, boundary and topographic surveys, utility location surveys and sizes, environmental issues and geo-hazards.
  - Failure to provide this information may affect the ability of the community college district to shift risks to the Design-Build Entity. Where risk is shifted to the Design-Build Entity, contract costs will reflect the increased risk and contingencies. Omission of such items may also limit the community college district's ability to find qualified Design-Build teams that are willing to accept the allocation of risk desired by the community college district.
  - The necessary "due diligence" information should be made available to the Design-Build teams. Information gaps can lead to procurement delays and increased Design-Build team pricing to allow for contingencies.
  - Community college districts should be aware of the risks involved with proceeding with the RFP prior to obtaining local planning approval. There may

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be significant costs and time expended due to litigation if approval is not subsequently obtained. A preliminary CEQA analysis should be competed prior to the issuance of the DB RFP. Any limiting parameters should be included in the RFP.

#### 5. Budget Parameters

- AB 1000 requires an expected cost range to be part of the RFP. The community college district may want to list the source of funds and include contract language to mitigate the possibility of unguaranteed state funds when the Design-Build contract is signed. There may be significant costs and time expended including potential litigation if funding is not subsequently obtained in a timely manner. All funds necessary to award a contract to e DBE are required to be in place at the time the governing board approves award of the contract.
- Include provisions for changes in the work, including eligibility, supervision, labor costs and allowable markup as well as changes to the schedule. What are the implications for exceeding the schedule?
- Identify a contingency allowance for unknown site conditions. This information need not be made available to Design-Build Entities, but is important in planning for possible additional project costs. In some instances, use of allowances in the contract for specific risk areas (i.e. hazardous materials) may be an effective and mutually acceptable method to reduce or share risk and maintain competitive pricing.

#### 6. Schedule Requirements

- At a minimum, list date of site availability and date of desired occupancy.
- The schedule should also include the time needed for installing fixtures, furnishings and equipment (FF&E) and commissioning.
- Establishing milestones may be helpful, such as:
  - 1. Issuance of Notice to Proceed Date
  - 2. Dates for Design Submittals to the Community College District
  - 3. DSA Submittal and/or Approval Dates
  - 4. Local governing board approval as required
  - 5. Start and Completion of Construction Dates
  - 6. Date of Occupancy
  - 7. Final Project Close-out and Acceptance Dates
  - 8. Other

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• Enforcement of schedule through liquidated damages or other means may be considered.

Who takes the responsibility and risk for DSA approval time? To minimize adverse cost implications to both the DB Team and the community college district, it may be appropriate to stipulate a time window for DSA approval that should be included in the DB Team's schedule, and to provide an allowance for any DSA time required beyond the window, provided that the DB Team is diligent in its efforts and submits "completed" plans and specifications for approval. An aggressive schedule could constrain the design or type of construction. Requiring the DESIGN-BUILD Entity to submit a milestone schedule with its proposal should also be considered and may be necessary if the community college district desires a specific completion deadline.

#### 7. Issuing the Request for Proposal (RFP)

The RFP should be issued to prequalified Design-Build teams with specific timelines and requirements for the proposal.

- RFP Schedule Requirements
  - The submittal of a Design-Build proposal is the same as receiving a bid. The location, exact time and date for the submittal of Design-Build should be specified in the RFP. Proposals should be time and date stamped upon receipt. Late submittals are to be returned, un-opened.
- RFP Submittal Requirements

Submittal requirements should be clearly defined and limited. A balance should be achieved between receiving sufficient information to evaluate the proposal and minimizing the amount of investment and effort put forth by the competing Design-Build teams. Typical submittal requirements should include:

- o Site plan
- o Architectural floor plans
- o Roof plan
- o Building elevations
- Key architectural sections through the building
- o Perspective (optional)
- o Color/Materials Board (optional)
- O Written narrative describing building systems (e.g., structural, mechanical, electrical, communications, etc.)
- Outline specifications
- o Finish schedule for all building spaces

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#### Alternates

To enable the community college district and the Design-Build team flexibility in balancing program, budget and schedule, the RFP should include provisions for alternates. These alternates should be clearly defined and prioritized in terms of "value added". In addition, the community college district may consider allowing the Design-Build teams to use "voluntary alternates". The use of voluntary alternates should not be used if the selection process will be "lowest responsible bid".

#### Confidential Team Meetings

During the time that the Design-Build team is preparing their design and proposal, the community college district may consider one or two confidential meetings with each competing Design-Build teams. The meeting should be limited to a "core group" from the district, and the meeting is of the highest level of confidentiality. The Design-Build process is calling on Design-Build entities to bring forth their innovation and creativity. Each team's design approach and direction is proprietary. The purpose of these meetings is to help validate each Design-Build's team direction and philosophy, minimizing any errant design solutions. In the event that objective program, code or other information is needed, the district should issue an addendum to all teams.

#### 8. Selection Process (See also the SELECTION Chapter of the Guidelines)

- The community college district must use one of the evaluation processes described in AB 1000 (Education Code Section 81703 (c)), which allows for a numeric or qualitative rating of proposals. The RFP shall identify all the factors, priorities and/or weighting that the community college district will consider in evaluating proposals including price and non-price factors. The community college district must decide whether to use a "lowest responsible bid" selection process or a "best value" selection.
- A "lowest responsible bid" selection process would determine the successful, prequalified Design-Build Entity based solely on price. Benefits of a lowest responsible bid selection include the ease and speed of the evaluation, a decreased likelihood of proposer protest and a determination which is based primarily, if not solely, on purely objective factors. Disadvantages of this method include its inflexibility, failure to take into account important and relevant non-price factors, failure to recognize that the least expensive proposal may not be the best (in terms of quality, utility and/or appearance) and its inability to reward innovation and creativity by Design-Build teams unless such innovation and creativity results in price savings. Because Design-Build Entities will be submitting bids based solely on documents provided by the community college district, the RFP should include drawings and specifications completed to a level that ensures that the program, and other critical criteria, will be met. Less complete documents will result in difficulty in evaluating

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proposals, and may result in an unsatisfactory project, or expensive and timeconsuming change orders to achieve the desired result.

- The "Best Value" selection process allows community college districts to include non-price factors as part of the evaluation criteria and process. This can allow community college districts to prioritize the importance of features to be provided by the successful Design-Build entity. AB 1000 allows community college districts to establish a process that evaluates proposals based on factors such as: design approach, life cycle costs, project features and project functions. The Design-Build Institute of America's *The Design-Build Process Utilizing Competitive Selection* is a helpful resource for community college districts considering this method (http://www.dbia.org).
- Per AB 1000, at least 50% of the total weight of selection criteria shall be based on the following minimum factors, each representing at least 10% of the total weight or consideration given to all criteria factors: price, technical expertise, life cycle costs over 15 years or more, skilled labor force availability, and an acceptable safety record. Community college districts should review AB 1000's requirements closely and seek legal counsel experienced in Design-Build to establish selection criteria.
- Other possible criteria may include: Ease of operations and maintenance, adherence and commitment to CHPS guidelines, schedule, quality, durability, innovation, experience of the Design-Build entity and the Design-Build entity's approach to design management, quality control, traffic management and safety. Community college districts may wish to list the items they will evaluate, and determine a maximum page limit for responses.
- Benefits of a best value selection include the ability of the community college district to use relevant and important factors other than price to select the successful Design-Build team, thereby enhancing the development and ultimate use of the project. Best value is a recognition that price is not the only important factor in a successful project. Disadvantages of "best value" include increased time and administrative resources required for the evaluation process, unfamiliarity by community college districts with a non-price evaluation, possible infusion of subjectivity into the evaluation process (i.e. "quality" to one person may not be "quality" to another) and possible increased potential for protest due to the nature of non-price evaluation. Development of, and compliance with, fair criteria and a fair evaluation process can significantly reduce the potential for protests.
- AB 1000 requires that community college districts disclose their selection criteria. The system established shall be objective and quantifiable. Purely subjective criteria should, where possible, be avoided in order to reduce challenges of the results by unsuccessful firms. Information necessary for the proposers to understand the selection process and what the community college district is looking for in terms of

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proposals and evaluation criteria should be included in the RFP and given to all proposers. Note: Wherever possible, as much information as possible should be published in the RFP, including the evaluation process and the metrics that the

• Community college districts should also include a provision in the event of a tie.

community college district will be using to evaluate Design-Build submittals.

#### 8. Industry Review

• If the procurement schedule permits, the community college district may consider undertaking an industry review process prior to issuing the final RFP. With an industry review process, drafts of the RFP and contract are circulated to interested parties (or pre-qualified Design-Build teams) to get their individual and/or collective input and comment prior to final issuance. This can assist in properly allocating risk between the community college district and the Design-Build team.

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#### Section 5

Prior to Preparation of the RFP:

### Request for Proposal Checklist

Note: This is not intended to be an "all inclusive" checklist, but a general overview of items. Each project is different, and will have unique requirements that may not be listed.

☐ Chancellor's Office Approval of the Final Project Proposal (FPP) [state-funded projects only]
☐ Written Findings by the community college district's Governing Board per AB 1000 Warranting
Design-Build
☐ Governing Board Adopted Resolution Approving Design-Build
☐ Review of AB 1000 Design-Build Guidelines
☐ Identification of Funding Source and Initiation of Process Through the Chancellor's Office of
the Community College Districts if state Funds are to be Used
☐ Retain Design Team to Assist in Preparation of Any Plans and Specifications
☐ Consideration of Legal Counsel for Preparation of RFP

Preparation of RFP:		
	Review of RFP Requirements Listed in AB 1000	
	Preparation of RFP to Address AB 1000 Requirements and Review AB 1000 Design-Build Guidelines	
	Establishment of Ranking System in Compliance with AB 1000	
	Establishment of Procedure for Selection in Compliance with AB 1000	
	Review of RFP for Completeness and Coordination with AB 1000 Design-Build Guidelines	
	Consideration of Legal Counsel to Review RFP and Supporting Documents	
	Invitation for Interested Design-Build Entities to Submit Standard Pre-Qualification	
	Questionnaire Prepared by the Department of Industrial Relations and Other Qualification-	
	Related Information Desired by the Community College District	
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Section 6

Selection of the Design-Build Entity

#### Helpful Hints:

Under AB 1000, Education Code Section 81703.3 (c) allows two options for selection: lowest responsible bid or best value selection of pre-qualified candidates based on a weighted scoring method. While the lowest responsible bid method is fairly well defined, best value selection can include anything from submission and ranking of proposal documents to a design competition requiring drawings, specifications and additional information for review and ranking. Community college districts should determine what is most important for a successful project, and choose a selection process that will help ensure the best results while complying with the statute.

The best value selection process must include price as one factor, but other factors must be considered as well.

### Consideration of Lowest Responsible Bid Method

Awarding a project to the low bidder is one method of selecting a Design-Build Entity under AB 1000. Pre-qualified Design-Build Entities submit price proposals based on the RFP, and award is made to the lowest responsible bidder.

Community college districts asking contractors or Design-Build Entities to give them a price for products and services may already know the pitfalls of providing vague or incomplete documents. The end result is usually adversarial and leads to schedule delays and expensive change orders. As discussed in the RFP Chapter, the more specific, detailed information is given, the more accurately the price will reflect what is desired. However, materials that incur a lower initial cost may be proposed which could be inappropriate for high abuse/high traffic college facilities. Comprehensive drawings and performance specifications requiring products with good life cycle costs can help protect community college districts.

If the community college district is interested in providing a prescribed design, then the traditional method of Design-Bid-Build may be considered. Why consider a lump sum Design-Build method over traditional Design-Bid-Build on a particular project? In addition to possible time savings, another intended benefit of Design-Build is to establish one point of responsibility for the completed project (i.e. If the district hires a Design-Build Entity to design and build a college facility with compressed air in the science classroom, the community college district should not have to pay for a change order for a compressor that was overlooked by the design team.)

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As stated above, some responsibility for errors and omissions can be shifted from the district to the Design-Build Entity, but this only occurs if responsibilities are clearly defined. Carrying forward the "compressed air" example, if the RFP package calls for compressed air in the science classroom, the district should expect one compressed air outlet in the room. If what they really wanted was compressed air at each desk, that requirement should have been clearly stated in the performance specifications.

### Consideration of Performance or "Best Value" Method

The second method for selection of a Design-Build Entity is the "Best Value" method. This method gives the district flexibility in awarding a project based on factors other than price. The factors determined by the district, as well as price and others listed in the statute will determine the "best value" to the district. Price, technical expertise, life cycle costs over 15 years or more, skilled labor force availability and acceptable safety record must represent at least 50% of the total weight given to all criteria per AB 1000. This requirement does not prevent a district from assigning more than 50% to these factors, or assigning the remaining 50% of the selection criteria weight to other specific factors (i.e. energy efficiency, use of recycled materials, flexibility of building spaces, appropriateness of architectural features, construction schedule, technology, etc.)

While the lowest responsible bid method focuses on the cost of the final product, the best value method can focus on cost, design, the process and the ability of the Design-Build Entity to implement the project. Placing emphasis on certain criteria can alter the composition of the proposing Design-Build Entities. Requiring that a college facility have highly sophisticated data systems might cause some proposers to include a technology consultant as part of their Design-Build Entity. Remember, per AB 1000, a subcontractor not listed by the Design-Build Entity shall be awarded through a bidding process. Community college districts should be aware of what tasks will be bid versus what tasks will be provided by the Design-Build Entity. Who the Design-Build Entity includes as part of their team should be a major factor during selection, as some of the best value selection criteria may be performance or qualifications based. Per AB 1000, a Design-Build Entity must be "...able to provide appropriately licensed contracting, architectural and engineering services as needed pursuant to a Design-Build contract."

Listed below are the required selection criteria and issues to consider for each one:

#### 1. Price

• Consideration of price can be a simple confirmation that the Design-Build Entity will meet the requirements of the RFP within the budget, or it can evaluate the Design-Build Entity's total lump sum cost of design and construction of the project, or the cost of developing plans, specifications and product information that will allow the district the ability to prioritize elements of the project while staying within the overall budget. This last alternative would create a process over several months where the district would work closely with the selected Design-Build Entity to refine

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the project's components while constantly verifying these decisions with actual costs.

#### 2. Technical Expertise

- Clearly define the expertise sought and what that expertise should include. Resumes of the architect, engineers, construction project manager(s) and primary project manager is only the beginning. Specific experience in one or more of the selection criteria may be required. What are the qualifications of their mechanical engineer if you're requiring that they provide a school complying with the CHPS Guidelines? What experience does the contractor have in building projects similar to this one?
- In order to avoid being challenged by unsuccessful proposers, community college districts should attempt to establish an objective method of rating technical expertise. Care should be take to avoid rigid and inflexible rating systems as the community college district will undoubtedly not be able to think of all possible permutations and issues that may arise as it relates to expertise. This information should be available to Design-Build Entities in your RFP package.

#### 3. Life Cycle Costs Over 15 Years or More

- Community college districts will need to become familiar with techniques and standards for determining life cycle costs or seek such expertise to assist in the development of the RFP and evaluation of responses. Providing clear, quantifiable methods for presenting and determining costs will help to ensure that Design-Build Entities are presenting information that can be compared with other competitors.
- Community college districts should consider Total Life Cycle Costs for major components of their projects. This includes both the initial cost and all future costs over a 15-year period or longer (operating costs, repair, maintenance and replacement). As an example, energy costs can vary over time, so community college districts may elect to establish an escalation rate or basis for energy costs to be used (which should be included in the RFP). Other factors related to energy are comfort level (indoor temperature) and lighting levels, which should be stated in order to compare one proposal to another.
- Analysis of life cycle costs can be very extensive and detailed. Community college
  districts should decide in advance which project elements would be used to evaluate
  proposals. An independent consultant should be considered for analyzing this area
  of the proposals.

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- The Collaborative for High Performance Schools (CHPS) has additional information on operating costs, energy efficient programs, incentives and technical assistance. (<a href="http://www.chps.net">http://www.chps.net</a>)
- The U.S. Green Building Council has additional information on the LEED Program (Leadership in Energy and Environmental Design). (<a href="http://www.usgbc.org/">http://www.usgbc.org/</a>)

#### 4. Skilled Labor Force

Section 81703.3 (c) (F) regarding a skilled labor force availability "...means that an agreement exists with a registered apprenticeship program, approved by the California Apprenticeship Council, which has graduated apprentices in each of the preceding five years." Community college districts should be careful to verify that an agreement exists with the DESIGN-BUILD Entity when contributing labor on the project and that agreements exist for all of the listed trade contractors and their subcontractors. For trade contractors or subcontractors not identified at the time the proposal is submitted, community college districts should require certification of future confirmation of agreements for these subcontractors and any lower tier subcontractors.

#### 5. Safety Record

• Two alternatives are listed in the statute: An "...experience modification rate for the most recent three-year period is an average of 1.00 or less, and it's average recordable injury or illness rate and average lost work rate for the most recent three-year period does not exceed the applicable rate for it's business category, or if the bidder is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code." Some Design-Build entities may not directly employ workers who perform labor, so it is recommended that an analysis include trade contractor safety records, as well.

The following criteria are not required under AB 1000, but should be considered by community college districts when evaluating Design-Build Entities:

#### 1. Design Approach

• The architecture of a college facility can be very important to a community's identity as well as the pride students and staff feels for their facility. If a community college district decides to evaluate Design-Build teams on their design approach, it will need to determine and delineate how this factor can be quantified. This is probably the

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most subjective criterion to be evaluated; therefore, community college districts should define and prioritize their design objectives. The American Institute of Architects has additional information, including data on the best value selection process. (<a href="http://www.aia.org/">http://www.aia.org/</a>) This information should be available to Design-Build Entities in your RFP package.

#### 2. Project Approach

• How a Design-Build Entity plans to manage a project is very important. Proposers could present their approach to budget control, quality control and quality assurance, value engineering, safety, staging and sequencing, interface between design team members and construction team members, strength of the team, team organization, local business involvement, project document control and team management.

#### 3. Project Features

- One of the possible reasons mentioned in AB 1000 for selecting Design-Build over the traditional design-bid-build method is the ability to obtain project features that would not be possible with design-bid-build. The intent is to allow designers and contractors to work as a team, creating innovative solutions.
- How does a district establish an environment during the selection process that encourages creativity? One method is to present known problems to the proposing teams and allow them to submit solutions as part of their proposal. Examples of known problems may include:
  - A. Specified Project Components vs. Performance Criteria. What methods will the Design-Build Entity implement to meet specified performance criteria without proposing something requiring unusual knowledge to maintain? Eg. How can a Design-Build Entity propose an energy efficient HVAC system to a district in order to reduce operating costs when the district's maintenance staff lacks proficiency in maintaining that type of equipment? Would the energy savings over a period of time offset the cost of a maintenance contract or training of maintenance staff?
  - B. Architectural Design vs. Construction Techniques. Often what an architect draws can be constructed at a reduced cost or more quickly using a different method or component without sacrificing aesthetics or quality. What procedures will the Design-Build Entity implement to create an attractive campus at a reasonable cost in a short period of time? Design-Build Entities should be asked to provide a format for integrating design and construction that best benefits the district.

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- C. Control of Subcontractors. With Design-Build, some trades may be bid. How will the Design-Build Entity ensure that the district's interests are protected? What input would the district have in dealing with members of the Design-Build team, whether they are listed or awarded by the Design-Build Entity? This is a two-edged sword and touches upon one of the potential benefits of Design-Build shifting risk.
- D. Substituted Materials. Materials that incur a lower initial cost may be proposed which could be inferior for high abuse/high traffic college facilities. Good performance specifications balanced by thorough life cycle cost analysis can help protect community college districts.

#### 4. Schedule

- Community college districts should provide competing Design-Build Entities with schedules illustrating significant funding, local and state approval, site availability and occupancy milestones. Design-Build Entities should include these milestones in a master schedule, which should include design and construction time. Schedules should be reviewed for realistic activity durations.
- Design time. What methods can the Design-Build Entity propose to expedite the completion of construction documents and DSA approval? Is the reuse of existing plans viable? Could a site development package be developed and approved by DSA to expedite construction once final plans are approved?
- Construction time. What methods and materials can the Design-Build Entity propose that will expedite construction? Teams should be asked to provide itemized schedules illustrating the ways in which project delivery can be expedited.

#### 5. Value Engineering

 Although the Design-Build process provides for value engineering opportunities, community college districts may want to allow competing Design-Build Entities to include value engineering suggestions as part of their proposals. Objective ranking could be structured around both initial cost savings and maintenance and life cycle costs.

#### 6. Warranty

 California law requires that a contractor provide a warranty on all work performed; however, community college districts may want to request extended warranties on

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(as authorized by AB 1000, Simitian)

some major elements of the project such as roofing, waterproofing, deck coatings, pre-finished metals, hardware and doors. Design-Build Entities should also allow community college districts to receive manufacturer's extended warrantees. Other warranty evaluation considerations may include organizational processes, standard response and completion times and document control. What level of response will be provided by the Design-Build Entity vs. the manufacturer only?

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### Section 7 Selection Process Checklist

Prior to Selection of a Design-Build Entity:

Note: This is not intended to be an "all inclusive" checklist, but a general overview of items. Each project is different, and will have unique requirements that may not be listed.

□ Red □	Review of AB 1000 Design-Build Guidelines Thorough Review of Pre-Qualification Submittals Notification to Proposing Design-Build Entities Who Do Not Meet Pre-Qualification quirements Establishment of a Review Committee with a Diverse Group of Stakeholders if Using the "Best Value" Method Consideration of Legal Counsel for Review of Selection Method Criteria and Pre-Qualification		
	Submittals Assurance That All Proposing Design-Build Entities are Informed of Selection Criteria per AB 1000 (Education Code Section 81703.3 (C))		
	Pre-Proposal Conference to Answer Questions and Provide Clarifications		
Selection of Design-Build Entity:			
	Compilation of Design-Build Entities' Scores, Ensuring Objectivity and Accuracy if Using "Best Value" Method		
	Confirmation that the Party to Sign the Contract for Construction Holds a General Contractor's License in Conformance with the Contractors State License Board		
	Issuance of Written Decision by the community college district's Governing Board Supporting it's Contract Award, Stating in Detail the Basis for Award		
	Issuance of Public Notification by the community college district's Governing Board Announcing Award, Successful Candidate, Price and Score		

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#### Section 8

### Implementation of the Design-Build Contract

#### Helpful Hints:

Because the contractual arrangement between the community college district, designer and builder is dramatically different with Design-Build versus Design-Bid-Build, community college districts should seek legal counsel experienced in the Design-Build process to help prepare the Design-Build contract. The AIA, AGC and DBIA have drafted sample Design-Build contracts with various differences between them. Community college districts should review available options and utilize a contract that best serves their project needs.

Once a Design-Build team is selected, the community college district will continue to play a key role in the development of the project. Review, input and critical decision-making are vital to ensuring success. Verification that decisions are supported by and project program and the RFP requirements should occur regularly.

AB 1000 does not specify requirements of the contract between the community college district and the Design-Build Entity. As stated above, several professional associations have developed model Design-Build contracts, though be advised that most of them are for private sector projects. Modifying a Design-Bid-Build owner-contractor agreement to fit Design-Build should be avoided, due to the significant changes required and potential risk of inappropriate language. Other than the inherent changes in the contract created by AB 1000, the agreement between the community college district and Design-Build Entity must conform to applicable codes including the Public Contract Code and Contractor State License Board requirements (<a href="http://www.cslb.ca.gov">http://www.cslb.ca.gov</a>) Experienced legal counsel can assist in developing a suitable Design-Build contract and in ensuring compliance with AB 1000 and other relevant California Codes. The contract should also reference the RFP, since that is the basis of the Design-Build Entity's proposal. The following resources may help in the development of a contract:

- The Design-Build Institute of America's *Design-Build Manual of Practice Document Number 303*. (http://www.dbia.org).
- The American Institute of Architects' *Handbook on Project Delivery* and documents A191 and A491. (<a href="http://www.aia.org">http://www.aia.org</a>).
- The Associated General Contractors of America's AGC Contract Documents at a Glance and 400 Series Documents. (http://www.agc.org).

# California Community Colleges Design-Build Guidelines (as authorized by AB 1000, Simitian)

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#### Section 9

# The Community College District's Role During Design and Construction

As with traditional Design-Bid-Build, the community college district must be involved in decision-making during the design phase of the project. One significant difference; however, is the increased importance to make timely decisions. A Design-Build Entity will be under contract to deliver a complete and operational project by a pre-determined date. Every delay that is caused by the community college district has the potential to delay the completion, and increase the cost of the project. By providing timely, concise direction to the Design-Build Entity, the community college district will be playing a key role in meeting the schedule and controlling costs. Community college districts should seek to avoid district-directed changes. While Design-Build generally reduces the eligibility and incidence of change orders, community college districts that frequently or significantly change the Design-Build Entity's scope of work and/or the project definition can cause significant disruption to the design and construction process, resulting in increased cost and time delays.

As design documents develop, the community college district will have the opportunity to play a part in the selection and review of the project's components while being informed by the Design-Build Entity of cost impacts, if any. As situations arise that require decisions to be made, constant testing and verification of the decisions should be made. Testing should come in the form of questioning whether a decision conforms to the project program. By developing an RFP package that utilizes performance-based criteria rooted in sound construction practice, many component selections can be made with little or no input by the community college district; however, community college districts should always retain the right of design review and approval.

In addition to decision-making, community college districts will need to carefully monitor the work of the Design-Build Entity to determine if it complies with the RFP and project schedule. Per AB 1000 (Education Code Section 81705 (a)), "Any deviations from those standards may only be allowed by written consent of the community college district. The governing board may, and is strongly encouraged to, retain the services of an architect, structural engineer or construction professional throughout the course of the project in order to ensure compliance with this chapter." This person(s) should be experienced in all aspects of managing comparable projects, and able to effectively advise the community college district.

Possible responsibilities of the architect, structural engineer or construction professional advising the community college district:

- 1. Review of Design-Build Entity's proposed schedule throughout the project
- 2. Review of Design-Build Entity's design documents for compliance with community college district's requirements

# California Community Colleges Design-Build Guidelines

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- 3. Oversight of Design-Build entity's quality control program
- 4. Advise the community college district during selection of the Project Inspector
- 5. Review payment applications from Design-Build Entity
- 6. Review construction progress vs. schedule (and any recovery schedules)
- 7. Assist the community college district in resolving any disagreements
- 8. Advise the community college district when negotiating substitutions or changes to the work
- 9. Periodically report to governing board on progress of the work
- 10. Assist the community college district in creating the report to the Legislative Analyst within 60 days of project completion
- 11. Ensure final project closeout documentation is complete

During the design phase, changes may prompt negotiated modifications to the schedule, scope or cost of the project. During construction, changes in the work should be discouraged, if possible.

### **Retention Options**

Retention of a portion of each payment is similar to current practices under California law. DESIGN-BUILD Entities are allowed to substitute securities in lieu of retention from progress payments. Additionally, the statute states in section 81704 (c) (2) (4), "In a contract between the Design-Build entity and a subcontractor, and in a contract between a subcontractor and any subcontractor there under, the percentage of the retention proceeds withheld may not exceed the percentage specified in the contract between the community college district and the Design-Build entity."

## **Labor Compliance**

AB 1000 (Education Code Section 81704.5 (d)) provides three options available in the statute for ensuring compliance:

- 1. "The community college district shall establish and enforce a labor compliance program containing the requirements outlined in Section 1771.5 of the labor Code..."
- 2. The community college district "...shall contract with a third party to operate a labor compliance program containing the requirements outlined in Section 1771.5 of the Labor Code."
- 3. The "...community college district or the Design-Build entity has entered into a collective bargaining agreement that binds all of the contractors performing work on the project."

### **Project Closeout**

In addition to the project closeout procedures required by the Division of the State Architect for state funded projects, AB 1000 requires that the community college district governing board shall submit a report to the Legislative Analyst's Office (LAO) within 60 days. A list of the minimum information to be included in the report is in Education Code Section 81707. A reporting form developed by the LAO is provided in the back of this document.

## California Community Colleges Design-Build Guidelines (as authorized by AB 1000, Simitian)

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"A community college district shall not commence any additional Design-Build projects if 60 days has elapsed after completion of a Design-Build project without having filed the report to the Legislative Analyst's Office required pursuant to Section 81707."

# California Community Colleges Design-Build Guidelines (as authorized by AB 1000, Simitian)

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### Section 10

## **Implementation Process Checklist**

Note: This is not intended to be an "all inclusive" checklist, but a general overview of items. Each project is different, and will have unique requirements that may not be listed.

Community College District/Design-Build Entity Contract:	
<ul> <li>□ Review of AB 1000 Design-Build Guidelines</li> <li>□ Consideration of Legal Counsel in Developing Design-Build Contract</li> <li>□ Verification That Contract Follows AB 1000 for Retention and Labor Compliance</li> <li>□ Inclusion of or Reference to the RFP in the Design-Build Contract</li> <li>□ Retention of an Architect or Structural Engineer to Represent the District During the Project</li> </ul>	
Design and Construction Phases:	
<ul> <li>□ Regular Verification and Updating of the Project Schedule</li> <li>□ Response to Issues Quickly and Concisely to Ensure Project Progress</li> <li>□ Verification of All Decisions with the Project Program</li> <li>□ Compliance with DSA Requirements for Project Closeout</li> <li>□ Submission of Report to Legislative Analyst's Office Within 60 Days of Project Completion</li> </ul>	
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# California Community Colleges Design-Build Guidelines (as authorized by AB 1000, Simitian)

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## Section 11

## Design-Build Project Checklist

Note: This is not intended to be an "all inclusive" checklist, but a general overview of certain, critical items. Each project is different, and will have unique requirements that may not be listed.

In	itiation of Design-Build Under AB 1000:
	Design & Construction Costs Greater than \$10,000,000 Review of AB 1000 Design-Build Guidelines to Determine if Design-Build is right for the Project
	Review Education Code Sections 81700 through 81708 Which Defines the Procedure Hold Public Meeting to Evaluate Design-Build Versus Traditional Design-Bid-Build
Pr	oceeding with Design-Build Under AB 1000:
	Governing Board Determination in Writing That Design-Build Delivery Will Either Reduce Project Costs, Expedite the Project's Completion or Provide Features Not Achievable Through Design-Bid-Build
	Governing Board Review of AB 1000 Design-Build Guidelines and Adoption of Resolution Approving Design-Build
Pr	reparation of the Request for Qualifications (RFQ):
	Establishment of Procedure to Pre-Qualify Design-Build Entities Including the Questionnaire Provided by the Department of Industrial Relations ( <a href="http://www.dir.ca.gov/">http://www.dir.ca.gov/</a> ) Verification That the Pre-Qualification Procedure Includes Requirements Stated in Education Code Section 81703 (3) (b).
Pr	reparation of the Request for Proposals (RFP):
	Utilization of a Qualified Design Professional Team to Assist in Preparation of the RFP Verification That the RFP Satisfies Education Code Sections 81703.3 (c) (2). which identifies requirements of the project description, evaluation criteria and selection process.

## California Community Colleges Design-Build Guidelines (as authorized by AB 1000, Simitian)

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Award	of	the	Design	-Build	Contract:
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	Verification of All Bonding, Errors and Omissions & General Liability Insurance Coverage and Other Specified Requirements Provided by the Selected Team
	"Governing Board issues written decision supporting its contract award and stating in detail the basis of the award. The decision and the contract file must be sufficient to satisfy an external audit."
	Public Announcement by the community college district's Governing Board of its Decision in Accordance with Education Code Section 81703.3 (c) (2) (D)
D	esign and Construction Phases:
	Retention of a California Licensed Architect and/or Structural Engineer to Ensure Compliance with the Contract Documents
	Verification That Deviations from the Contract "may only be allowed by written consent of the community college district."
	Establishment and Enforcement by the community college district of a Labor Compliance Program or Options as Specified per Education Code Section 81703 (c) (2) (F)
	Obtain Plan Approval From the Division of the State Architect Prior to Any Building Construction
	Hiring of a DSA Certified Inspector Acceptable to the Architect of Record and Structural Engineer of Record
Po	st-Construction Phase:
	Submission by the Governing Board of Report to Legislative Analyst's Office in Accordance with Education Code Section 81708
	Verification that the community college district cannot pursue additional Design-Build projects without submitting a report within 60 days of project completion per Education Code Section 81708

# California Community Colleges Design-Build Guidelines

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### Section 12

## Legislative Analyst's Office Reporting Requirements

The Legislative Analyst's Office (LAO) has been directed to prepare an analysis relative to the community college's design build program authorized by Assembly Bill 1000. In order to perform the analysis of the design build program proposed under this legislation, the LAO is asking for the following information to be reported by community college districts:

### Design Build Project Information

- 1. The type of facility constructed.
- 2. Number of students and served at the facility.
- 3. Gross square feet of this project (if project is adding square footage).
- 4. Name of Design-Build entity awarded contract.
- 5. Community college district's estimated project cost and schedule.
- 6. Actual project schedule.
- 7. Design build contract amount at contract signing.
- 8. Design-Build contract amount at project completion.
- 9. Description of any protests, lawsuits, arbitrations or court settlements.

### Community College District Information

- 1. Total enrollment range.
- 2. Number and type of programs and sites in district.
- 3. List of construction projects over last five years.

ProjectName	Type of Projection	Number of Students Served	Total Cost (Excluding Land)

### General Questions

- 1. Please provide a description of the relative merits of a project procured using this statute.
- 2. How did the district assure a fair selection of the design build entity?
- 3. Did the cost/schedule/quality of the project meet the Governing Boards expectations? Please attach copy of findings.
- 4. Would you consider using Design-Build again? Why or why not?
- 5. What would you do differently?

# California Community Colleges Design-Build Guidelines (as authorized by AB 1000, Simitian)

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#### Section 13

#### **Definition of Terms**

#### Architect of Record

The architect whose stamp is affixed to the DSA-approved construction documents. This will be the architect on the Design-Build team.

#### Best Value\*

A value determined by objective criteria and may include, but need not be limited to, price, features, functions, life-cycle costs, and other criteria deemed appropriate by the community college district.

#### Cost or Price

The agreed upon contract amount between the Design-Build entity and the community college district.

#### Design-Bid-Build (DBB)

A procurement process in which the community college district provides construction documents, prepared by an architect or engineer, from which contractors submit bids for completing the work described in the documents. Typically, the responsible bidder submitting the lowest price is selected to perform the work.

#### Design-Build \*

A procurement process in which both the design and construction of a project are procured from a single entity.

#### Design-Build Entity\*

A corporation, limited partnership, partnership, or other association that is able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a Design-Build contract.

### Design Professional Duly Licensed or Registered in this State

A California licensed architect or engineer.

#### Educational Specification

Educational specifications are interrelated statements that communicate (or specify) to the architect, the public, and other interested parties what educators believe is required of a proposed educational facility to support a specific educational program. Educational specifications serve as the link between the educational program and the community college facilities. They translate the physical requirements of the educational program into words and enable the architect to visualize the educational activity to be conducted so that the architectural concepts and solutions support the stated educational program.

# California Community Colleges Design-Build Guidelines

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### Labor Compliance Program

A means of ensuring payment of the general prevailing rate of per diem wages for public works construction projects. The community college district shall be responsible for establishing and enforcing this program following the requirements in Section 1771.5 of the Labor Code.

#### Performance Specifications

Written specifications identifying minimum performance requirements of components, systems or buildings without identifying product brands or models. This method does not disqualify any product, which meets the criteria identified. Per the Education Code, "The performance specifications and any plans shall be prepared by a design professional duly licensed or registered in this state."

#### Pre-qualification

A process of determining if a Design-Build entity is eligible to submit a proposal on a particular project. Per AB 1000 (Education Code Section 81703 (b)), community college districts "...shall establish a procedure to prequalify Design-Build entities using a standard questionnaire developed by the Director of the Department of Industrial Relations. The statute lists additional criteria, which must be included in the qualification process.

#### Prescriptive Specifications

Written specifications identifying acceptable methods or manufacturers of project elements, often including model numbers. This method may eliminate an unlisted product or process that may be comparable to those listed.

#### Project Delivery

The procurement method by which a community college district completes a construction project. (E.g. Design-Build, Lease-Lease Back, Design-Build).

#### Project Inspector

The project inspector is a DSA certified and approved inspector who is hired by the community college district typically on a per-project basis. The architect of record and project structural engineer must approve the district's choice for inspector.

#### Request for Proposal (RFP)\*

As defined in the statute (Education Code Section 81703 (a) (1)), the RFP shall be prepared, "...setting forth the scope of the project that may include, but is not limited to, the size, type and desired design character of the buildings and site, performance specifications covering the quality of materials, equipment, and workmanship, preliminary plans or building layouts, or any other information deemed necessary to describe adequately the community college district's needs." The RFP "...shall do all of the following: (A) Identify the basic scope and needs of the project or contract, the expected cost range, and other information deemed necessary by the community college district to inform interested parties of the contracting opportunity. (B) Invite interested parties to submit competitive sealed proposals in the manner prescribed by the community college

# California Community Colleges Design-Build Guidelines

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district. (C) Include a section identifying and describing the following: (i) All significant factors and subfactors that the community college district reasonably expects to consider in evaluating proposals, including cost or price and all nonprice related factors and subfactors. (ii) The methodology and rating or weighting scheme that will be used by the community college district governing board in evaluating competitive proposals and specifically whether proposals will be rated according to numeric or qualitative values. (iii) The relative importance or weight assigned to each of the factors identified in the request for proposal. (iv) As an alternative to clause (iii), the governing board of a community college district shall specifically disclose whether all evaluation factors other than cost or price, when combined, are any of the following: (I) Significantly more important than cost or price. (II) Approximately equal in importance to cost or price. (III) Significantly less important than cost or price. (v) If the community college district governing board wishes to reserve the right to hold discussions or negotiations with responsive bidders, it shall so specify in the request for proposal and shall publish separately or incorporate into the request for proposal applicable rules and procedures to be observed by the community college district to ensure that any discussions or negotiations are conducted in a fair and impartial manner.

#### Safety Record\*

Deemed "acceptable" if its experience modification rate for the most recent three-year period is an average of 1.00 or less, and its average total recordable injury or illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category, or if the bidder is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code.

#### Skilled Labor Force Availability\*

An agreement exists with a registered apprenticeship program, approved by the California Apprenticeship Council, which has graduated apprentices in the preceding five years. This graduation requirement shall not apply to programs providing apprenticeship training for any craft that has not been deemed by the Department of Labor and the Department of Industrial Relations to be an apprenticable craft in the two years prior to enactment of this act.

\*As defined in the Education Code.

# California Community Colleges Design-Build Guidelines (as authorized by AB 1000, Simitian)

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#### Section 14

## Resources and Recommended Reading

American Institute of Architects, California Council
1303 J Street
Suite 200
Sacramento, CA 95814
<a href="http://www.aia.org/">http://www.aia.org/</a>

Associated General Contractors of California 3095 Beacon Boulevard West Sacramento CA 95691 http://www.agc-ca.org

California Energy Commission 1516 Ninth Street Sacramento, CA 95814-5512 http://www.energy.ca.gov/

California Community Colleges Chancellor's Office 1102 Q Street Sacramento, CA 95814-6511 http://www.cccoo.edu

Collaborative for High Performance Schools
c/o Eley Associates
142 Minna Street
San Francisco, CA 94105
<a href="http://www.chps.net/">http://www.chps.net/</a>

Construction Employer's Association 3800 Watt Avenue Suite 215
Sacramento, CA95821
http://www.cea-ca.org/

# California Community Colleges Design-Build Guidelines

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#### Department of Industrial Relations

770 L Street
Suite 1160
Sacramento, CA95814
<a href="http://www.dir.ca.gov/">http://www.dir.ca.gov/</a>

#### Design-Build Institute of America

1010 Massachusetts Avenue, NW Suite 350 Washington, D.C. 20001 http://www.dbia.org/

#### Division of the State Architect

1130 K Street, Suite 101 Sacramento, CA 95814 http://www.dsa.ca.gov

#### Legislative Analyst's Office

925 L Street
Suite 1000
Sacramento, CA 95814
http://www.lao.ca.gov/

## Reading

#### CHPS Best Practices Manual

The Collaborative for High Performance Schools c/o Eley Associates
142 Minna Street
San Francisco, CA 94105
http://www.chps.net/

#### Design-Build Contracting Handbook

Robert F. Cushman and Michael C. Loulakis Aspen Publishers, Inc. ISBN: 0735521824 http://www.aspenpublishers.com/

#### Design-Build for the Design Professional

G. William Quatman Aspen Publishers, Inc.

# California Community Colleges Design-Build Guidelines (as authorized by AB 1000, Simitian)

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ISBN 0735517274 http://www.aspenpublishers.com/

Design-Build Manual of Practice, Volumes I and II
Design-Build Institute of America
1010 Massachusetts Avenue, NW
Suite 350
Washington, D.C. 20001
http://www.dbia.org/

Design-Build: Planning Through Development
Jeffrey L. Beard, Michael Loulakis, & Edward Wundram
Design-Build Institute of America
1010 Massachusetts Avenue, NW
Suite 350
Washington, D.C. 20001
http://www.dbia.org/

Handbook on Project Delivery
The American Institute of Architects, California Council
1303 J Street, Suite 200
Sacramento, CA 95814
<a href="http://www.aia.org/">http://www.aia.org/</a>

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 3/26/12

ITEM: 6.2

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

RE: SOCCCD: Consultant Services for the Development of New Design Build

Construction Delivery Method, Contracts and Documents

**ACTION:** Approval

#### **BACKGROUND**

At this March 26, 2012 meeting, the Board of Trustees is considering a resolution to move forward using the Design Build Procurement delivery method.

District use of the Design Build delivery method will be in alignment with the requirements of California Education Code 81700 et seq. to reduce comparable costs, expedite completion or provide features and benefits unavailable through the traditional Design-Bid-Build process.

#### **STATUS**

Design Build is new to the District and specialized, professional consultant services are needed to initiate the new construction delivery method. Specialized services will include process and contract development including development of: Request for Qualifications, Request for Proposals, evaluation and selection documents and contract templates.

Staff identified two local firms that specialize in Design Build and recommend Alternative Delivery Solutions, LLC as the firm with expertise in community college use of Design Build. Staff recommends approval of the agreement for Professional Services for Design Build Procurement with Alternative Delivery Solutions, LLC (Exhibit A) for a fee equal to \$185/hour not to exceed \$121,000.

Specialized legal services to support the new Design Build construction delivery method will also be required and will be presented to the Board of Trustees at a future meeting.

Funds for these services are available in the ATEP Development Budget.

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the agreement for Professional Services for the development of a Design Build construction delivery method with Alternative Delivery Solutions, LLC (Exhibit A) for a fee equal to \$185/hour not to exceed \$121,000.

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

#### CONSULTANT AGREEMENT-PROFESSIONAL SERVICES FOR DESIGN-BUILD PROCUREMENT

This AGREEMENT is hereby entered into between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and Alternative Delivery Solutions, LLC, 24396 Tropicana Place, Laguna Niguel, CA 92677, 949-300-0686 hereinafter referred to as "CONSULTANT."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

#### ARTICLE I - SERVICES TO BE PROVIDED BY CONSULTANT:

- a. 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.
- b. The CONSULTANT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.
- c. <u>Key Individual Assignments.</u> The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate Robert J. Hartung as the person primarily responsible for the services rendered.
- The services covered by this AGREEMENT shall run through completion of Phase I and Phase II.

#### ARTICLE II - SCOPE OF CONSULTANT'S SERVICES

- 1. CONSULTANT will perform services in three phases. Scope description and fees for the first two phases are included in this original contract. The third phase is outlined in Exhibit A and a contract(s) for these services will be prepared in the future and relative to specific construction scope and duration. Draft/Preliminary Schedule can be found in Exhibit B.
- CONSULTANT's primary services will consist of professional services necessary for adopting and
  implementing the alternative construction delivery approach known as design-build. Services include assistance
  with the development of contract documents, prequalification packages, request for proposals, and all supporting,

related materials and other professional services necessary to deliver certain public projects through to the award of a design/build contract including the following:

#### PHASE I - Request for Qualification (RFQ) Phase:

- a. General oversight and leadership for the Document Preparation phase
- b. Provide consultation and advice regarding best practices of the design-build process through the procurement phase of the project.
- c. Review SDCCCD Procurement Package.
- d. Assist with preparation of the procurement package for Criteria Architect Team. Assist with the evaluation and scoring of the Criteria Architect Proposals (non-scoring).
- e. Facilitate the joint efforts of Criteria Architect and the DISTRICT.
- f. Lead the preparation of the RFQ document for issuing to potential proposers.
- g. Lead the effort to prepare the RFP document (the most detailed and important document of the procurement).
- h. Assist with establishing the scoring procedure and selection of the evaluation/selection panel for the RFQ/RFP proposal.

#### PHASE II - Request for Proposals (RFP) Phase

- a. General oversight and leadership for the Procurement Process Phase
- b. Assist with preparation of the Public Notice of Intent to Procure.
- c. Facilitate the pre-proposal meetings for design-build proposers.
- d. Assist with answers to questions from proposers.
- e. Assist with reviewing RFQ responses and establishing the short list of pre-qualified proposers (non-scoring).
- f. Provide debriefings for RFQ participants after selection, if provided by District.
- g. Assist with Instructions to Short-listed Proposers regarding Interviews
- h. Facilitate pre-proposal meeting with short-listed D-B teams.
- i. Facilitate interviews with short-listed proposers.
- j. Assist with reviewing RFP responses and 'best value" selection of the proposing entities. Facilitate final selection of the winning proposal (non-scoring).
- k. Assist with contract review and negotiations, if requested.

- I. Provide debriefings for RFP participants after award of contract
- 3. CONSULTANT will meet with DISTRICT as requested or warranted, and keep the DISTRICT appraised of findings and progress.

#### ARTICLE III ADDITIONAL CONSULTANT'S SERVICES

- 1. The CONSULTANT shall be given additional compensation for the services described in Article III.
- 2. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT **before** rendering such services. Compensation for such services shall be <u>compensated based on standard hourly rates of \$185/hour</u>. Such services might include:
  - a. Support services during litigation from the filing of a lawsuit, through trial, post-trial motions and all activities up to notice of appeal, if any.
  - b. Providing services of CONSULTANTs for other than those listed Article I and II of this agreement.

#### **ARTICLE IV - TERMINATION**

DISTRICT or CONSULTANT may, at any time, with or without reason, terminate this AGREEMENT. If so terminated, DISTRICT shall compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT or CONSULTANT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the DISTRICT or CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

#### **ARTICLE V - COMPENSATION**

1. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed One Hundred Twenty One Thousand and No/100 Dollars (\$121,000) upon satisfactory completion of the services. Reimbursable allowance is expected to be included within the \$121,000 amount as follows:

i. Phase I – \$ 78,750

i. Phase II - \$ 42,250

Total \$121,000

Services shall be billed monthly as the work progresses through the end of each month.

- b. Payments are due and payable upon receipt of the CONSULTANT's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the legal rate prevailing at the time for Orange County, California.
- c. To the extent that the scope initially established for the completion of CONSULTANT's services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time shall be computed at standard hourly rates listed in Article III.
- d. Reimbursable Expenses incurred by the CONSULTANT and CONSULTANT's employees and CONSULTANTs in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.
- e. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and CONSULTANTs in the interest of the Project.
- f. Reimbursable expenses shall be expenses in connection with authorized out-of-town travel. CONSULTANT's normal travel expense and meals are excluded.
- g. Expense of reproductions, except those needed for the use of the CONSULTANT and his or her CONSULTANTs or identified specifically as a deliverable, postage and handling of Drawings, Specifications and other documents including overnight/courier services are reimbursable upon DISTRICT's prior written approval.
- h. For reimbursable expenses, compensation shall be computed at a multiple of one point one (1.1 %) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and CONSULTANTs in the interest of the Project.
- i. For additional services of CONSULTANTs, compensation shall be computed at a multiple of one point one (1.1%) times the amounts billed to the CONSULTANT for such services.

#### ARTICLE VI - INDEMNITY AND INSURANCE

- 1. Hold Harmless: To the fullest extent permitted by law, CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
  - any and all claims under workers' compensation acts and other employee benefit acts with respect to
     CONSULTANT's employees or his/her subcontractor's employees arising out of CONSULTANT's work under this
     AGREEMENT; and
  - b. any and all claims for damages because of personal injury or death or damages to property, or other costs and charges, directly or indirectly arising out of or attributable to, in whole or in part, to CONSULTANT's negligent acts, errors and/or omissions in the performance of his/her obligations as stated in this AGREEMENT, or the

negligent acts, errors and/or omissions of CONSULTANT's sub consultants, employees either directly or by independent contract, or agents in the performance of their obligations as stated in this AGREEMENT whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents; and

- c. The coverages of such indemnification shall include, without limitation attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of CONSULTANT's performance and shall survive the expiration or termination of this AGREEMENT until such time as action against DISTRICT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.
- 2. CONSULTANT shall purchase and maintain insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
  - a. Statutory workers' compensation and employers' liability.
  - b. Comprehensive general and auto liability insurance with limits of not less than 1,000,000 per occurrence combined single limit for bodily injury and property damage liability per occurrence, including:
    - i. owned, non-owned and hired vehicles;
    - ii. blanket contractual;
    - iii. broad form property damage;
    - iv. products/completed operations; and
    - v. personal injury.
  - c. Each policy of insurance required in (a) and (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.
  - d. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."
  - e. CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage.

#### **ARTICLE VII - MISCELLANEOUS**

- Page 6 of 9
- 1. <u>Independent Contractor</u>. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.
- 2. <u>Materials</u>. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.
- 3. <u>Originality of Services</u>. 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 unless permitted, except that submitted to CONSULTANT by DISTRICT as a basis for such services.
- 4. <u>Copyright/Trademark/Patent</u>. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 5. <u>Assignment</u>. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.
- 6. <u>Compliance With Applicable Laws</u>. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.
- 7. <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.
- 8. <u>Employment With Public Agency</u>. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
- 9. <u>Entire Agreement/Amendment</u>. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

- 10. <u>Affirmative Action Employment</u>. CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 11. <u>Non Waiver</u>. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 12. <u>Notice</u>. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) Scanned and emailed with acknowledged receipt by recipient or (c) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid.

Service shall be considered given when received if personally served or acknowledged via email or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

South Orange County Community College District 28000 Marguerite Parkway

Mission Viejo, CA 92692

Attn:

Dr. Debra L. Fitzsimons

Vice Chancellor, Business Services

**CONSULTANT:** 

**Alternative Delivery Solutions, LLC** 

24396 Tropicana Place Laguna Niguel, CA 92677

Attn: Robert J. Hartung

- 13. <u>Interest.</u> 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.
- 14. <u>Severability</u>. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 15. <u>Governing Law.</u> The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF April 2012.

South (	Drange County Community College District	Alternative Delivery Solutions, LLC	
By:_		Ву:	
	Dr. Debra L. Fitzsimons	Robert J. Hartung	
	Vice Chancellor of Business Services	President	
		Taxpayer Identification Number	

#### **EXHIBIT A - OVERVIEW OF PHASE III - DESIGN AND CONSTRUCTION**

- a. Provide consultation and advice regarding best practices of the design-build process through the design and construction phases of the project
- b. Assist with Validation meetings after award
- b. Attend/facilitate project kick-off meeting with the DISTRICT and design-builder.
- c. Coordinate with Criteria Architect and the DISTRICT on a regular basis during design and construction.
- d. Attend meetings during design or construction as requested by the DISTRICT.
- e. Assist with conflict resolution.
- f. Assist with project close-out. Attend project close-out meetings.

### EXHIBIT B- PRELIMINARY DESIGN BUILD PROCUREMENT SCHEDULE

Pr	ocurement Schedule	Mar	April	May	June	Ju	y	Aug	s	ept	0	ct	Nov	Dec	Jan
Phase I	Prepare Procurement Documents Board Authorization for DB Contracting Hire Criteria Architect Review SOCCCD Procurement Package Board Authorization for DB Project Board Authorization for Criteria Architect Prepare RFQ Portion of Procurement Document Develop/Finalize Program, Criteria & Performance Requirements Prepare RFP Portion of Procurement	Mar	April	May	June			Aug	s	ept	0	ct	Nov	Dec	Jan
	Document Prepare & Approve DB Contract & General Conditions						-				,				
SIG	Procurement Process					ting.					Ç.				A ST
Phase II	Issue Public Notice Mandatory Pre-Proposal Meeting Issue RFQ/RFP Procurement Package Proposers Prepare Responses Proposals Received Score and Short List to 3 Highest Ranked Short Listed Proposers/ Prepare for Interviews Conduct Interviews and Select Design Build Entity Negotiate Contract Terms Board Approval of Contract Execute Contract with Design Build Entity Debriefs with Unsuccessful Proposers														
Phase III	Design and Construct  Validation Meeting  Begin Collaborative Design Process														

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.3 DATE: 3/26/12

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: Five Year Construction Plan

**ACTION:** Approval

#### **BACKGROUND**

Each year the District is required to submit a Five Year Construction Plan to the State Chancellor's office. This priority list is reviewed and, if appropriate, modified during the annual submission. SOCCCD also uses the Five Year Plan as a basis for capital improvement requests relative to basic aid distribution recommendations.

Concurrent with the Five Year Construction Plan, the District also submits our Initial and Final Project Proposals (IPP and FPP) for state funding considerations. State funds result from state bond measures. The last state bond was approved in 2006.

#### **STATUS**

The proposed order of priorities, EXHIBIT A, follows the guidelines of the District's 2011, Education and Facilities Master Plan with the exception of the added Saddleback College ATEP building now in alignment with the IVC ATEP building at sixth priority. This change has been reviewed through the colleges participatory governance process and is recommended for approval.

The State Chancellor's Office has confirmed that there will be no 2012 bond and the next opportunity for consideration of a bond is 2014. The State Chancellor's Office prefers that the existing IPPs and FPPs be carried forward rather than having districts submit alternate projects. SOCCCD will roll forward with FPPs for IVC's Fine Arts Building and Saddleback's Gateway Building. The IPPs are IVC's A-200 Renovation Success Center and Saddleback's Student Services Renovation.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the District Order of Priority for the Five Year Construction Plan.

# Five Year Plan South Orange County Cpmmunity College District March 26, 2012

1	2011 Priority	1	2012 Priority	Project Title		Campus	Occupy Date	Status
Silbe	1		1				THE RESERVE OF THE PARTY OF THE	
				· ·	State			••
Part					Local	1		
	2		2	NEW LIFE SCIENCES BUILDING- Under Construction		Irvine Valley College	2012/2013	
Local   Saddieback Collage   2015/2016   Locally Funded Project   Loc					State			
3   NEW SCIENCES BUILDING- Under Design   Saddieback College   2015/2016   Coally Funded/Funer Project of Original   New Year Project   New ARRANCA ENTRANCE-Under Dasign   New Year Project   New ARRANCA ENTRANCE-Under Dasign   New Year Page Unit DING-Programming Phase   Saddieback College   2013/2016   Coally Funded/Funer Project   New Year Page Unit DING-Programming Phase   Saddieback College   2013/2016   Coally Funded/Funer Project   New Year Page Unit DING-Programming Phase   Saddieback College   2013/2016   Coally Funded/Funer Project   New Year Page Unit DING-Programming Phase   Saddieback College   2013/2016   Coally Funded/Funer Project   New Year Page Unit DING-Programming Project   New Year Page Unit DING-Project					Local	1		· ·
1	3		3	NEW SCIENCES BUILDING- Under Design		Saddleback College	2015/2016	
5	4		4	ongoing		-		•
Search	5		5	NEW BARRANCA ENTRANCE-Under Design				•
Second   S	6		6	RENOVATE TAS BUILDING-Under Design		Saddleback College	2013/2014	· · · · · · · · · · · · · · · · · · ·
S	7		7	NEW ATEP BUILDING-Programming Phase				Locally Funded/Future Project
10	8		8	NEW LOOP ROAD ALIGNMENT, SITEWORK AND INFRASTRUCTURE-Design on ho	ld	Saddleback College	2015/2016	
10	9		9	RENOVATE AND EXPAND A-400 FOR CLASSROOM-Approved for Design Phase		Irvine Valley College	2015/2016	Locally Funded/Future Project
11	10		10	CAMPUS VILLAGE (INTERIM SPACE) OFF LINE-Secondary effect of Library Renovati	ดก	Saddleback College	2013/2014	•
13   12   RENOVATE B-300 SECOND FLOOR   1/vine Valley College   2018/2017   1/vine Valley College   2018/2019   1/vine deffuture Project   1/vine Valley College   2018/2019	11		11	RENOVATE A-200: SUCCESS CENTER		Irvine Valley College	2016/2017	•
13					State			• •
13					Local	!		
14	13		12	RENOVATE B-300 SECOND FLOOR		Irvine Valley College	2016/2017	
15	14		13	NEW SURFACE PARKING LOT (PHASE ONE)		Irvine Valley College	2016/2017	•
Local   \$10,565,000   \$10,565,000   \$10,565,000   \$10,565,000   \$10,565,000   \$10,565,000   \$10,565,000   \$10,565,000   \$10,565,000   \$10,565,000   \$10,565,000   \$10,565,000   \$10,565,000   \$10,565,000   \$10,565,000   \$10,565,000   \$10,565,000   \$10,502,000   \$10,50	15		14	NEW GATEWAY BUILDING		Saddleback College	2016/2017	
Local   Invine Valley College   2016/2017   FPP-Approved   \$42,330,000					State			\$24.690.000
15   NEW FINE ARTS BUILDING-Awaiting state funding match   Invine Valley College   2018/2017   FPP-Approved   \$24,330,000   \$10,225,000   \$1					Loca	l		·
17	16		15	NEW FINE ARTS BUILDING-Awaiting state funding match		Irvine Valley College	2016/2017	
17					State			\$24,330,000
17					Local	1		
18	17		16	RENOVATE GATEWAY BUILDING TRANSIT ENTRANCE PLAZA		Saddleback College	2017/2018	
18 18 RENOVATE SOCCER AND PRACTICE FIELDS 19 RENOVATE STUDENT SERVICES CENTER Saddleback College State Local	18		17	RENOVATE QUAD LANDSCAPE/HARDSCAPE		Saddleback College	2017/2018	
20	19		18	RENOVATE SOCCER AND PRACTICE FIELDS		Irvine Valley College	2017/2018	
20	20		19	RENOVATE STUDENT SERVICES CENTER		Saddleback College	2018/2019	IPP-Approved
21 20 NEW SURFACE PARKING LOT (PHASE TWO) 22 21 RENOVATE A QUAD LANDSCAPE/HARDSCAP 23 22 RENOVATE B-300 FIRST FLOOR 24 23 RENOVATE FINE ARTS 25 24 NEW FINE ARTS 26 25 RENOVATE SCIENCE MATH BUILDING 27 26 RENOVATE SCIENCE MATH PLAZA 28 RENOVATE SCIENCE MATH PLAZA 29 28 RENOVATE SCIENCE MATH PLAZA 29 28 RENOVATE SCIENCE MATH PLAZA 29 28 RENOVATE HEALTH SCIENCES BUILDING 29 28 RENOVATE HEALTH SCIENCES BUILDING 29 28 RENOVATE HEALTH SCIENCES BUILDING 29 20 NEW BASEBALL RESTRÖOMS/ BLEACHERS/ CONCESSIONS 31 30 RENOVATE ATHLETICS STADIUM 30 29 NEW BASEBALL RESTRÖOMS/ BLEACHERS/ CONCESSIONS 31 NEW AUXILLARY GYMNASIUM 30 RENOVATE A QUAD LANDSCAPE/HARDSCAPE Invine Valley College 2018/2019 Locally Funded/Future Project Locally					State	•		\$10,410,000
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State	24		23	RENOVATE FINE ARTS		Saddleback College	2019/2020	
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25 RENOVATE SCIENCE MATH BUILDING  State  St	25		24	NEW FINE ARTS PROMENADE LANDSCAPE/HARDSCAPE		Irvine Valley College	2018/2019	· · · · · · · · · · · · · · · · · · ·
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State Local  NEW BASEBALL RESTROOMS/ BLEACHERS/ CONCESSIONS Irvine Valley College 2021/2022 Locally Funded/Future Project State Local  Irvine Valley College 2022/2023 Locally Funded/Future Project Irvine Valley College 2022/2023 Locally Funded/Future Project Irvine Valley College 2022/2023 Locally Funded/Future Project State \$8,750,000	28		27	RENOVATE CAMPUS ENTRANCE PLAZA		Irvine Valley College	2020/2021	-
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29 NEW BASEBALL RESTROOMS/ BLEACHERS/ CONCESSIONS Irvine Valley College 2021/2022 Locally Funded/Future Project 31 30 RENOVATE ATHLETICS STADIUM Saddleback College 2022/2023 Locally Funded/Future Project 32 31 NEW AUXILLARY GYMNASIUM Irvine Valley College 2022/2023 Locally Funded/Future Project 33 State \$8,750,000					State	•		•
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32 31 NEW AUXILLARY GYMNASIUM Irvine Valley College 2022/2023 Locally Funded/Future Project State \$8,750,000	31			RENOVATE ATHLETICS STADIUM		Saddleback College	2022/2023	
State \$8,750,000	32		31	NEW AUXILLARY GYMNASIUM		Irvine Valley College	2022/2023	
					State			
90.100.000					Loca	1		\$8,750,000

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.4 DATE: 3/26/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

**RE:** SOCCCD: CCCT Board of Directors Election - 2012

**ACTION:** Approval

#### **BACKGROUND**

The California Community College Trustees Association 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 elected as directors by the membership, all elected officers of the association, and a non-voting Student Trustee Director.

#### **STATUS**

The election of members of the CCCT Board of Directors for 2012 will take place between March 10 and April 25. The eight individuals receiving the most votes will serve three-year terms. The memorandum from CCCT and the ballot listing trustees who have been nominated for election to the board are included as exhibits. Each CCCT member community college district board has one vote for each of the eight vacancies on the CCCT Board of Directors. The eight candidates receiving the highest number of votes by the South Orange County Community College District Board of Trustees will be listed on the official ballot and transmitted to the league office by the April 25 deadline.

#### RECOMMENDATION

The Chancellor recommends that each board member read at the board meeting his or her list of nominees for the eight vacancies on the CCCT Board of Directors for subsequent tallying and transmittal to the League Office by the April 25 deadline.

Item Submitted by: Gary L. Poertner, Chancellor



DATE:

February 27, 2012

TO:

California Community College Trustees

California Community College District Chancellors/Superintendents

FROM:

Judy Centlivre, Executive Assistant

SUBJECT:

CCCT BOARD ELECTION — 2012

Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT board of the League will take place between March 10 and April 25. Although the election announcement and call for nominations indicated that there are seven seats to be filled, there are now <u>eight</u> seats due to the recent resignation from the board by Trustee Larwood.

Each member community college district board of the League shall have one vote for each of the eight vacancies on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The eight candidates who receive the most votes will serve three-year terms. In the event of a tie vote for the last position to be filled, the CCCT board will vote to break the tie.

The eleven trustees who have been nominated for election to the board are listed on the enclosed sheet in the order of the Secretary of State's random drawing. An official ballot for the election is also enclosed in this mailing to each community college district, as well as copies of the statement of candidacy and biographic sketch form of each of the eleven candidates.

Please remember that: 1) ballots must be signed by the board secretary and board president or vicepresident; and 2) ballot return envelopes must have no identifying information or signatures. Official ballots must be signed and returned to the League office, postmarked no later than April 25. Faxed ballots will not be accepted. The ballots will be opened and counted by three tellers appointed by the CCCT President and the results announced at the CCCT Annual Conference.

If you have any questions on the CCCT board election, please call the League office.

#### Attachments:

List of Candidates
CHANCELLORS/SUPERINTENDENTS ONLY:
Official Ballot and Return Envelope
Candidates' Biographic Sketches and Statements

# 2012 CCCT BOARD ELECTION CANDIDATES IN RANDOM DRAWING ORDER

- 1. \*Janet Chaniot, Mendocino-Lake CCD
- 2. Angela Acosta-Salazar, Rio Hondo CCD
- 3. \*Doug Otto, Long Beach CCD
- 4. \*Manny Ontiveros, North Orange County CCD
- 5. Tina Park, Los Angeles CCD
- 6. Ann H. Ransford, Glendale CCD
- 7. Deborah LeBlanc, Compton CCD
- 8. \*Bernard "Bee Jay" Jones, Allan Hancock Joint CCD
- 9. \*Marcia Zableckis, Barstow CCD
- 10. Greg Bonaccorsi, Ohlone CCD
- 11. \*Chris Stampolis, West Valley-Mission CCD

<sup>\*</sup> Incumbent

## CCCT 2012 BOARD OFFICIAL BALLOT

## Vote for no more than eight (8) by checking the boxes next to the names

NOMINATED CANDIDATES List order based on Secretary of State's January 19, 2012 random drawing.	WRITE-IN CANDIDATES  Type each qualified trustee's name and district on the lines provided below.				
■ *Janet Chaniot, Mendocino-Lake CCD					
☐ Angela Acosta-Salazar, Rio Hondo CCD					
□ *Doug Otto, Long Beach CCD					
□ *Manny Ontiveros, North Orange County CCD					
☐ Tina Park, Los Angeles CCD					
☐ Ann H. Ransford, Glendale CCD	T.				
☐ Deborah LeBlanc, Compton CCD	7				
□ *Bernard "Bee Jay" Jones, Allan Hancock Joint CCD					
■ *Marcia Zableckis, Barstow CCD					
☐ Greg Bonaccorsi, Ohlone CCD					
□ *Chris Stampolis, West Valley-Mission CCD					
* Incumbent					
<b>Board Secretary and Board President or Board Vice</b>					
This ballot reflects the action of the board of trustees cast in	accordance with local board policy.				
Secretary of the Board Pres	sident or Vice President of the Board				
Secretary of the board Pres	SIGGIL OF A ICE L LESIGENT OF THE DOSLO				

# CCCT BOARD NOMINATION FORM

Must be returned to the League office postmarked no later than February 15, 2012, 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	Mendocino-Lake	Community
College District nominates	Janet Chaniot	to be a
candidate for the CCCT Board.		
This nominee is a member of the _	Mendôcino-Lake	Community
College District governing board,	which is a member in good standing of the Comr	nunity College League of
California. The nominee has been	contacted and has given permission to be placed	l into nomination.
Enclosed are the Statement of Can	didacy and the CCCT Biographical Sketch Form	for our nominee.

Signature of Clerk or Secretary of Governing Board

# CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME:	Janet Chaniot	DATE:	February	6, 20	12

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.)

#### **Issues:**

- Budget crisis
- Student access, success, diversity
- Resources to accomplish mission/goals

#### Activities:

- Publicize CC role as California's primary economic engine
- Implement CCLC Strategic Plan and CCCT Goals/Objectives
- Support CC funding equity, especially for programs that increase student success
- Publish best practices: CC governance, and student access, success, diversity

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.)

- experience in secondary and community college education (teacher, administrator, board member)
- visionary leadership, helping to create educational opportunities for students
- first term work with CCLC/CCCT, supporting success initiatives, necessary accompanying legislation, and K-12/CC collaboration
- perspective of small, rural colleges in partnership with other districts, K-12 schools, and 4-year universities

# CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL	
Name: Janet Chaniot	Date: February 6, 2012
Address: 9430 West Road	
City: Potter Valley, CA	Zip: <u>95469</u>
Phone: (707) 743-1310 (home)	(707) 972-6722 (office)
E-Mail: kiks@pacific.net	
EDUCATION	
	of Michigan, Ann Arbor, M.S. – University of California Francisco, Teaching Credential, Administrative Services
PROFESSIONAL EXPERIENCE	
-	Administrator, Mediator (community and restorative justice ess owner (document preparation and editing)
Curriculum Committee and the Academ school during a period of successful Stat school; Department Chair at Colegio Re	time Instructor at Mendocino College, with service on the nic Senate; Administrator/Teacher in private alternative high te Department of Education campaign to regain a public K-12 cosevelt in Lima, Peru; Coordinator/Coach of Model United rences at U.C. Berkeley, the U.N. in New York city, and the gue, Netherlands
COMMUNITY COLLEGE ACTIVITIES	
College District Where Board Member: 1	Mendocino-Lake Community College District
Years of Service on Local Board: 10	
Offices and Committee Memberships I terms), Policy Committee member	Held on Local Board: Chair (two terms), Vice-Chair (two

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc <u>Meetings with legislators to improve understanding of CC issues and to lobby for legislation which improves the CC system.</u>

Active participant in numerous state, national, and international educational conferences, including community college trustee and legislative conferences.

Current member of CCLC-CCCT and CCCT committee on improving K-12 and CC relations
National Activities (ACCT and other organizations, boards, committees, etc.):
Work with Congressman Mike Thompson to support the Community College Caucus.
Participant in the 2005 Higher Education Law and Policy Institute.
National Council of Teachers of English - Founding Chair of Standing Committee on International
Concerns.
CIVIC AND COMMUNITY ACTIVITIES
California Retired Teachers Association (local chapter legislative chair )
Local Community Services Board (member).
Western Association of Schools and Colleges (WASC school accreditation visiting committee chair)
Mendocino County Mediation Program (mediator)
<u>Other</u>
National Council of Teachers of English (NCTE)
Chair, Standing Committee on International Concerns
Chair, Committee to implement Robert Shafer Memorial Award for excellence in teaching English as a global language
Presenter at numerous national and international conferences
World Council for Curriculum and Instruction, participant at Triennial Conference in Amritsar, India
International Federation for the Teaching of English, presenter at the Melbourne, Australia Ouadrennial Convention

# CCCT BOARD NOMINATION FORM

Must be returned to the League office postmarked no later than February 15, 2012, 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 RIO HONDO	Community
College District nominates ANGELA AGOSTA-SALAZAR	to be a
candidate for the CCCT Board.	
This nominee is a member of the RIO HONDO	Community
College District governing board, which is a member in good standing of the Commu	nity College League of
California. The nominee has been contacted and has given permission to be placed in	ito nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for	or our nominee.

Signature of Clerk or Secretary of Governing Board



Must be returned to the League office postmarked no later than February 15, 2012 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Angela Acosta-Salazar DATE: February 7, 2012

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.)

The major issues that should be considered by CCCT are the Student Success Task Force Recommendations, the California State Budget, the ongoing sharing of best practices, and Trustee training. Trustees need information to creatively craft a way to deliver a quality education-balancing student success while not limiting access.

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.)

I believe my contribution can be in the areas of trustee training and looking at ways to implement the Student Success Task Force recommendations so that we working towards meeting the goal but not limiting access, through innovative work that is happening at the various community colleges across the state.

# CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2012, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

#### PERSONAL

Name: Angela Acosta-Salazar Date: February 5, 2012

Address: 6241 Friends Avenue

City: Whittier Zip: 90601

Phone: (home)562.716.2112

(office)\_\_\_\_

E-Mail: angelaacostasalazar@mac.com

#### **EDUCATION**

Certificates/Degrees: B.A. Sociology, UC Irvine

M.A. Community and Regional Planning, University of New Mexico

Ed. D. Candidate, CSU Long Beach, Higher Education emphasis on Community College Leadership

#### PROFESSIONAL EXPERIENCE

Present Occupation: Ed. D. Cadidate, CSU Long Beach

Adjunct Instructor, Los Angeles Community College District 2000 - present

Other: Puente Project, High School Community and Leadership Coordinator, University of California

Office of the President 2006-2010

HOPE Leadership Institute, Director, 2000-2006

#### **COMMUNITY COLLEGE ACTIVITIES**

College District Where Board Member: Rio Hondo College

Years of Service on Local Board: 7 years

Offices and Committee Memberships Held on Local Board: Board President 3 years,

Vice President

Accreditation Board representative & Board Liaison to the RHC Foundation 3 Years

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc \_\_\_\_\_

Member of CCLC ACES (Advisory Commity on Educational Services)

1	National Activities (ACCT and other organizations, boards, committees, etc.):
1	N/A
-	
_	
Civic	AND COMMUNITY ACTIVITIES
N	Member, Soroptimist Club
ī	Member, American Association of University Women, Whittier
<u>C</u>	Graduate, HOPE Leadership Institute Graduate
<u>N</u>	Member, League of Women Voters
<u>P</u>	Parent volunteer at Broadoaks school in Whittier
_	
eum	
<b>OTHER</b>	<u>R</u>
	CEO of the Salazar household for Alfonso, and children, Alfonso, Lorenzo, & Rafael
_	Andrews-
-	
_	
***	

Must be returned to the League office postmarked no later than February 15, 2012, 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	LONG BEACH	Community
College District nominates	DOUG OTTO	to be a
candidate for the CCCT Board.		
This nominee is a member of the _	LONG BEACH	Community
College District governing board, v	which is a member in good standing of the	e Community College League of
California. The nominee has been	contacted and has given permission to be	placed into nomination.
Enclosed are the Statement of Cano	lidacy and the CCCT Biographical Sketc	h Form for our nominee.

Signature of Clerk or Secretary of Governing Board Eloy O. Oakley, Superintendent-President Secretary to Governing Board

### CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2012 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME:	Doug Otto	DATE: February 7, 2012

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.)

The issues we must address are:

- 1. Implementation of the Student Success Agenda
- 2. Leadership Development for both trustees and CEOs
- 3. Access due to the State budget crises
- 4. Advocacy for community colleges in the State Legislature

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.)

I am very involved in the Student Success Agenda. As a member of the CCLDI I have an understanding of leadership challenges for both trustees and CEOs. I am a tireless advocate for community colleges at conferences and before local and state legislative bodies. up and down the state.

Must be returned to the League office postmarked no later than February 15, 2012, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

**PERSONAL** 

Name: Doug Otto Date: February 7, 2012

Address: 111 West Ocean Blvd., Ste. 1900

City: Long Beach Zip: 90802

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Phone: (home) (562) 439-8981 (office) (562) 491-1191

E-Mail: doug@dwottolaw.com

**EDUCATION** 

Certificates/Degrees: Long Beach City College; Stanford University BA; Union Theological

Seminary/Columbia University MA; University of Chicago JD

PROFESSIONAL EXPERIENCE

Present Occupation: Trial Attorney

Other: Adjunct Professor at Southwestern University School of Law for 15 years.

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Long Beach Community College District

Years of Service on Local Board: Elected 2004; Re-elected 2008 = 8 years

Offices and Committee Memberships Held on Local Board: President Board of Trustees; Vice

President Board of Trustees; Chair Audit Committee; Chair Trustees Goal Committee; Chair

Presidential Search Committee; Chair Measure E \$440 million Bond Campaign

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc

Community College Leadership Development Initiatives (CCLDI): Board of Directors, presenter at Summer Leadership Academy, Chair Bylaws Committee, Member Strategic Plan Task Force: CCCT; Board of Directors 2009-2012, Chair Student Success Committee, presenter on numerous occasions at conferences and conventions; CCLC: Board of Directors 2010-2012, Co-Chair Commission on the Future of Community Colleges, Co-Chair CCLC Organizational Task Force; participant in CLASS (California Leadership Alliance for Student Success.)

National Activates (ACCT and other organizations, boards, committees etc): NONE

#### **CIVIC AND COMMUNITY ACTIVITIES**

Chair Long Beach Strategic Plan 2010; Chair City Manager's Downtown Business Development

Advisory Committee; Chair Long Beach Planning Commission; Chair Citizen Transportation Task

Force; President Long Beach Arts Council; President Long Beach Foundation for Architectural &

Cultural Heritage; President Long Beach Bas Association; Founding Member Board of Directors;

Chair Long Range Planning and Member Executive Committee Aquarium of the Pacific; Member

Long Beach Ethics Task Force

#### **OTHER**

Awards:

Rockefeller Foundation Scholarship to Union Theological Seminary (1971-1972)

Long Beach Preservationist of the year (1990)

City of Long Beach David Landry Award for Community Service (2001)

Long Beach Bar Association Lawyer of the Year (2005)

Long Beach City College Hall of Fame (2008)

National Conference for Equality & Justice Humanitarian Award (2009)

California State Bar Association Solo and Small Firm Section Attorney of the Year (2011)

Must be returned to the League office postmarked no later than February 15, 2012, 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	NORTH ORANGE COUNTY	_ Community
College District nominates	MANNY ONTIVEROS	_ to be a
candidate for the CCCT Board.		
This nominee is a member of the	NORTH ORANGE COUNTY	_ Community
College District governing board, wh	nich is a member in good standing of the Community Coll	lege League of
California. The nominee has been co	ontacted and has given permission to be placed into nomin	nation.
Enclosed are the Statement of Candi	dacy and the CCCT Biographical Sketch Form for our no	minee.

Signature of Clerk or Secretary of Governing Board

### CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2012 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Manny Ontiveros DATE: 2/10/2012

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.)

The ongoing economic crisis coupled with our aging facilites, an increase in student demand, and ongoing budget reductions, require our undivided attention. We are expected to do more with less. The League must continue to be our lead advocate in Sacramento with respect to legislation, budget, and trustee training.

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.)

I have demonstrated a willingness to learn about the pressing issues at hand in order to render a sound decision. I believe in consensus building, team building, and working in a collaborative spirit. I will bring my skills and experiences in order to move our organization forward.



Must be returned to the League office postmarked no later than February 15, 2012, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSON	NAL	
Na	ame: Manny Ontiveros	Date: <u>2/10/2012</u>
Ad	ddress: <u>P.O. Box 28796</u>	
Cit	ty: Anaheim	Zip: <u>92809</u>
Ph	none: (home) (714) 808-4797	(office)
E-N	Mail: montiveros@nocccd.edu	
EDUCAT	TION	
		lies, Fullerton College; B.A. Criminology, University of nce, California State University, Fullerton.
<b>bulliopinistis</b>		
PROFES	SSIONAL EXPERIENCE	
Pre	resent Occupation: <u>Probation Officer</u>	
*********	-	
Oti	ther: Adjunct Political Science Professor	Golden West College
***************************************	annium mit mit de la company d	
easterment	delanderes	
Сомми	UNITY COLLEGE ACTIVITIES	
Co	ollege District Where Board Member: N	North Orange County Community College District
Ye	ears of Service on Local Board: 13	
Vice Pro		d on Local Board: <u>Board President 2002 and 2008; Board stative to the District Audit and the County Committee on on School District Organization;</u>
obstación	nonadaran.	
	The state of the s	

	State Activities (CCCT and other organizations boards, committees, workshop presenter;  Chancellor's Committees, etc
	CCCT 2 <sup>nd</sup> Vice President; CCCT Student Success Task Force Member, CCCT League Reorganization
Tasl	k Force Member; New Trustee Orientation Presenter in 2004, 2005, and 2008; Past Member of Advisory
Con	nmittee on Education Services (ACES) Committee; President, California Association of Latino
Con	nmunity College Trustees and Administrators (CALCCTA)
	National Activities (ACCT and other organizations, boards, committees, etc.):
Civ	IC AND COMMUNITY ACTIVITIES
	Member, Anaheim Beautiful
	Member, Anaheim Arts Council
	Graduate of Leadership Anaheim
OTI	HER CONTRACTOR OF THE CONTRACT
	wasantin samengalin

Must be returned to the League office postmarked no later than February 15, 2012, 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	Los Angeles	Community
College District nominates	TIMA PARK	to be a
candidate for the CCCT Board.		
This nominee is a member of the	Los Angeles	Community
College District governing board, wh	nich is a member in good standing of the Community Colle	ege League of
California. The nominee has been co	ontacted and has given permission to be placed into nomin	ation.
Enclosed are the Statement of Candi	dacy and the CCCT Biographical Sketch Form for our nor	ninee.

Signature of Clerk or Secretary of Governing Board



Must be returned to the League office postmarked no later than February 15, 2012 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Tina Park	DATE: February 9, 2012
What do you see as the major issues and activities that should be consider next two years? (50 words or less; any portion of the statement beyond	
Advocate the importance of the growth within the California Concontributes toward a vital solution for transforming the current economic	
Promote the increase in student transfer rates and on-going preparat practices.	ion for our student success best
Maintain or increase current enrollment under declining budgets.	

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.)

"My financial experience on Wall Street, commitment to California's community college students, and advocacy with California Legislators, provides the experience and insight to support the goals and standards of the CCCT Board. My experience and commitment to the CCC system brings a fresh, dynamic, and contemporary perspective to the Board."

Must be returned to the League office postmarked no later than February 15, 2012, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL	
Name: Tina Park	Date: February 9, 2012
Address: 417 S. Westmoreland Avenue,	, #401
City: Los Angeles	
Phone: 213/268-9796	213/891-2044
(home) E-Mail: <u>tinadpark@gmail.com</u>	(othce)
	PROCESSION AND AND AND AND AND AND AND AND AND AN
EDUCATION	
Certificates/Degrees: AA - Queensboro	ough Community College
BA - Hofstra Un	iversity
PROFESSIONAL EXPERIENCE	
Present Occupation: Business Entrep	reneur
Other: Auditor, Accoun	tant
COMMUNITY COLLEGE ACTIVITIES	
College District Where Board Member: Los	
Years of Service on Local Board:Sin	ce 2009 - Present
Offices and Committee Memberships Held on Lo	cal Board: <u>Vice President of the Board;</u>
Chair, Committee of the Whole; Memb	er. Capital Construction Committee:
Chair, Ad-Hoc Committee on Proposed	Contractor Debarment; Budget and Finance ee: Infrastructure Committee; Student Affairs Public/Private Partnerships
State Activities (CCCT and other organizations b	oards, committees, workshop presenter;
Chancellor's Committees, etc	
	on Legislation (CCLC)
Member, Commission on the Fu	iture (CCLC)

	National Activities (ACCT and other organizations, boards, committees, etc.):
	Participant in the White House Asian American Initiative
Civic	AND COMMUNITY ACTIVITIES
	Former Life Coach at Landmark Education Center
-	Leader of Asian American Pacific Islanders Business Association
-	Korean American Youth Center
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Must be returned to the League office postmarked no later than February 15, 2012, 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	Glendale	Community		
College District nominates	Ann H. Ransford	to be a		
candidate for the CCCT Board.				
This nominee is a member of the	Glendale	Community		
College District governing board, which	ch is a member in good standing of the C	Community College League of		
California. The nominee has been con	tacted and has given permission to be pl	aced 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 STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2012 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: _	Ann Ransford	DATE: _	February 13,	2012
What do you see as the majo next two years? (50 words	or issues and activities that shoul or less; any portion of the state	d be considered by CCC ement beyond this limit	T and the League is will not be includ	n the
students wanting to attend a	nentation of the SSTF recomme community college. I will worlnges. I will advocate for best prgoing trustee education.	k with legislators, BOG,	and CEOCCC	
What do you feel you can obeyond this limit will not b	contribute in these areas? (50 e included.)	words or less; any po	rtion of the states	nent
ensure more students have	nity college experience and und the opportunity to attain their ea ability, and participate in planni	ducational goals. I will a	sk the hard	

Must be returned to the League office postmarked no later than February 15, 2012, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL	
Name: Ann Ransford	Date: February 13, 2012
Address: 1846 Caminito del Cielo	*
City:Glendale, CA	Zip: <u>91208</u>
Phone: 818-549-9182 (home)	818-549-9182 (office)
E-Mail: annransford@yahoo.com	
Certificates/Degrees:	
PROFESSIONAL EXPERIENCE	
Present Occupation: Trustee, Glendale Community (	College
Executive Director, Glendale Control Executive Director, Los Angele	Tarketing & Foundation, GCC 1999-2007 college Foundation, Inc., GCC 1987-1999 s Council on Careers for Older Americans 1983-1987 rdinator Retirement Seminars, GCC 1972-1987
COMMUNITY COLLEGE ACTIVITIES	
College District Where Board Member: Glendal	e Community College District
Years of Service on Local Board: 3 years	
Offices and Committee Memberships Held on Local B	oard: Clerk
State Activities (CCCT and other organizations board	s, committees, workshop presenter;

Chancellor's Committees, etc. - Board Member: Network of Community College Foundations - Consultant: California Department of Education, California Employment Development Dept., Crafton Community College Foundation, Alan Hancock College Foundation, Columbia Comm. College

- Presenter: Network of California Community College Foundations Conference, Community College Public Relations Org.

- GCCD Board Representative to Elect Members to the Los Angeles County Committee on School District Organization

- GCCD Board Representative to the Los Angeles County School Trustees Association

National Activities (ACCT and other organizations, boards, committees, etc.):	
Have served on the Council on Resource Development national board and as the Director of Region 9. (CRD Mission: The Council for Resource Development connects, educates, supports, strengthens, and celebrates community college development professionals.) In addition, I have been a presenter at numerous annual conferences.	

#### **CIVIC AND COMMUNITY ACTIVITIES**

I have been an active participant in the greater Glendale community as a member of the executive board of the YMCA, YWCA, Glendale Chamber of Commerce, Glendale Rotary, Temple Sinai, Glendale Rose Float Association, Glendale Association for the Retarded, Greater Glendale Committee on Aging, Career Encores and Life Services, Inc. I served a six-year term, including chair, on the City of Glendale Parks, Recreation and Community Services Commission. I was honored in 2007 with the Citizen of the Year Award from the Glendale Association of Realtors and the J. Walter Smith Award presented by the Glendale Community College Alumni Association. Additionally, I played a major leadership role in the successful Measure G Capital Bond Measure (\$98M) Campaign to support Glendale Community College. Recently, I was a presenter at the Armenian National Committee Western Region Conference.

#### **OTHER**

California community colleges are on the brink of major reform. This reform includes the restructuring of our priorities, resources and practices. We must develop models of accountability and improve our outcomes. We need to focus on student access, student success, career attainment and increased student persistence so all students, including students of color, reach their educational goals. Chancellor Scott reminds us we have a valuable framework for improvement with the implementation of the task force recommendations. However, each of these recommendations needs to be implemented with great thought and care. Although reform is necessary, we must not lose site of the important role in lobbying for our fair share of educational dollars. We must increase access, support professional development for our faculty, staff and trustees and continue to applaud our successes as we assist California with its economic recovery. I have the experience, skill and energy to assist with these tasks as a board member of the CCCT.

Must be returned to the League office postmarked no later than February 15, 2012, 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	COMPTON	Community
College District nominates	Dr. Deborah LeBlanc	to be a
candidate for the CCCT Board.		
This nominee is a member of the	COMPTON	Community
College District governing board	, which is a member in good standing of the Co	ommunity College League of
California. The nominee has bee	en contacted and has given permission to be pla	ced into nomination.
Enclosed are the Statement of Ca	andidacy and the CCCT Biographical Sketch Fo	

Signature of Clerk or Secretary of Governing Board

Dr. Keith Curry

# CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2012 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME:	DR. DEBORAH LEBLANC	_ DATE:
What do you see as the mannext two years? (50 word	ajor issues and activities that should be consider as or less; any portion of the statement beyon	red by CCCT and the League in the d this limit will not be included.)
I believe that the ma	ajor issues and activities for the nex	t two years should be:
(a) student success;	(b) jobs and economical developme	ent; (c) budgetary and
financial planning, a	and community engagement through	quality service.

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.)

I would encourage continued development and implementation of programs, services, and activities that contribute to positive social change for adult learners, leaders, and educators; encourage stronger advocacy for public higher education funding; and seek to strengthen community college trustees' roll in advocacy of essential public policy/initiatives within California Community Colleges.

Must be returned to the League office postmarked no later than February 15, 2012, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL	
Name: Dr. Deborah LeBlan	C Date: January 20, 2012
Address: 16211 Downey Av	e, #48
City: Paramount	Zip: 90723
Phone: 310-867-3418	310-662-2146
(home)	(office)
E-Mail: <u>deborah7770@sbc</u>	global.net
EDUCATION	
Certificates/Degrees: Doctorat	e in Public Administration; Master of Public
	ational Behavior; MAT; MHS; BA
Admilio, ind in organiza	
PROFESSIONAL EXPERIENCE	The Branches Too Angolog National
-	Full Time Faculty, Los Angeles National
University (1987-Prese	
Other: President of DLB	Associates (1985-Present)
Executive Director of	CFES, Inc. (2008-Present)
COMMUNITY COLLEGE ACTIVITIES	
Callege District Where Pourd Mer	mber: Compton Community College District
Years of Service on Local Board:	Viac Pros CCCD Bott (2009-201)
Offices and Committee Membersh	ips Held on Local Board: Vice Pres CCCD BoT (2009-2011
President, CCCD BoT (	2011-President)
State Activities (CCCT and other Chancellor's Committees, etc.	organizations boards, committees, workshop presenter; resident, African-American California Communi
College Trustee (2011	
	Community College District (2012-2013)
COL NOT TOL COMPOUNT	

National Activities (ACCT and other organizations, boards, committees, etc.):			
National Activities (ACCI will other organizations, volume, and activities (ACCI will other organizations, activities (ACCI will other organizations)).			
PROGRAM AND WORKSHOP PRESENTATIONS (partial)			
2011	"Best Practices: Graduating & Retaining African American Males in Higher Education"		
2010	"Role of Community College Trustees in Academic Accreditation," CCLC Apr. 2010		
2009	"Understanding the Community Needs through Excellence in Public Service"		
2007	American Society of Public Administration, Miami, FL March 20 -24, 2009		
2005	"Improving Race Relations," American Association of Adult & Continuing Ed (AAACE) PA		
2001	"Achieving Excellence in the 21st Century, "Mount St. Mary's College, Sept		
2001	"Inspiring female adult learners to achieve excellence,' Greater South bay, July		
2001	Inspiring temate adult learners to achieve a Power of Spain Trinidad W.I.		
2000	"Distance Learning in Trinidad & Tobago" Port of Spain, Trinidad, W.I.		

#### CIVIC AND COMMUNITY ACTIVITIES

Dr. LeBlanc is currently President, Board of Trustees of Compton Community College District and the Statewide President of the African American California Community College Trustees (AACCCT), a caucus of the Community College League of California (CCLC). She is committed to improving the quality of education for all.

#### **OTHER**

ACADEMIC/PROFESSIONAL APPOINTMENTS/ELECTIONS – National Univ. Southern California Regional Lead: Public Administration/Law/Criminal Justice (1999 – Present) Regional Full-time Faculty, School of Business & Management, Los Angeles (1990) Chair of the Department of Law, Public Administration & Criminal Justice (1991) National University, Faculty Senate (2004 – 2007) Chair, Committee on Budgeting and Academic Planning (2004 – 2007) National President, Conference of Minority Public Administrators (COMPA) (2008) National Director, Commission Community, Minority & Non-Formal Ed/AAACE National Co-Chair 2010 Program Committee, American Society of Public Administration (ASPA).

#### BIO

Dr. Deborah LeBlanc, President, Board of Trustees COMPTON COMMUNITY COLLEGE DISTRICT deborah 7770@sbcglobal.net (310) 867-3418

Dr. Deborah LeBlanc was elected to public office on November 3, 2009, to serve on the Compton Community College District, Board of Trustees – Area 4 (Paramount, CA) after numerous unsuccessful political bids. She was elected President of the Compton Community College District, Board of Trustees, on December 14, 2011.Dr. LeBlanc has received numerous awards and honors, including the 2011 Dr. Jerry C. Lee National University Faculty Service Award (September 8, 2011); and the California State Assembly District-52, Community Service Award (December 17, 2011).

Dr. LeBlanc is the President/Founder of the Community Family Educational Services Foundation, Inc., a non-profit organization helping to prepare urban students for college. She has 25+ years of training and professional development consulting and teaching experience in quasi-political, government and private firms. She is An Associate Professor of Public Administration at National University which is based in La Jolla, CA, where Dr. LeBlanc has taught since 1987. She serves regional full time faculty and directs the MPA/Law/CJ in the greater Los Angeles area. Dr. LeBlanc is a businesswoman and educator specializing in strategic organizational planning and training. Dr. LeBlanc has been the CEO/President of DLB Associates, Inc. since 1985, a Beverly Hills based business development and professional training firm.

Dr. LeBlanc is a global traveler and has visited 30 + countries. She is married and has two grown sons and is a faithful member of the City of Refuge Community Church. She has executive management executive managerial skills and abilities. Dr. LeBlanc served on the National University 2009-2010 President's Faculty Council and the 2010 - 2011 National University Chancellor's Faculty Forum. She has been the National Director of the Commission on Community, Minority and Non-Formal Education (CCMNFE/AAACE) since 2005. She is Life time member of the American Society of Public Administration (ASPA) and served as the National co-chair of the 2010 ASPA Conference held in San Jose, CA April 9 - 13, 2010, which drew over 1200 public administrators; member of the International City/County City Management (ICMA); and the 2009 Past President of the National Conference of Minority Public Administrators (COMPA).

Prior to being elected Board President, she was elected Vice President by her peers on the Compton Community College District, Board of Trustees for second time on December 14, 2010; and is working collaboratively: (a) to restore board control, (b) to return academic accreditation from El Camino Community College back to

Compton College, and (c) to enhance creditability of Compton Community College District both locally and globally. Dr. LeBlanc is currently the Statewide President of the African American California Community College Trustees (AACCCT), a caucus of the Community College League of California (CCLC). She is committed to improving the quality of education for all.

Dr. Deborah LeBlanc – Bio p.2

#### AREA OF EXPERTISE AND SPECIALIZATION

- . Educational consultation and organizational planning
- . Professional training and workforce development
- . Strategic planning/Community network design
- . Human resources planning /workforce diversity facilitation

#### **ACADEMIC DEGREES**

- D.P.A.' Doctorate in Public Administration, University of La Verne, CA 1986.
- M.S. Educational Administration, National University, 2005.
- M.A. Cross Cultural Teaching, National University, 2006.
- M.P.A. Master of Public Administration, University of Southern CA, 1981.
- M.S. of Management and Organizational Behavior, University of La Verne, 1986.
- M.H.S. Master in Human Services, National University, San Diego, 1999.
- B.A. Political Science, California State Polytechnic University, Pomona, 1978.

Must be returned to the League office postmarked no later than February 15, 2012, 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	Allan Hancock Joint	Community
College District nominates	Bernard "Bee Jay" Jones	to be a
candidate for the CCCT Board.		
This nominee is a member of the	Allan Hancock Joint	Community
College District governing board, which i	is a member in good standing of the Commi	
California. The nominee has been contac	ted and has given permission to be placed i	nto nomination.
Enclosed are the Statement of Candidacy	and the CCCT Biographical Sketch Form f	or our nominee.

Signature of clerk or Secretary of Governing Board

## CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2012 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Bernard "Bee Jay" Jones DATE	: January 26, 2012
What do you see as the major issues and activities that should be considered by CO next two years? (50 words or less; any portion of the statement beyond this lim	CCT and the League in the nit will not be included.)
1. Successfully accommodating the increasing number of ill-prepared students enterin	g college. Community
Colleges are responsible, through education and vocational training, to prepare these	students to contribute
to society.	
2. Diversification of our faculty, staff, and students. Diversity enriches the educational e	xperience and makes all
students feel welcome.	
What do you feel you can contribute in these areas? (50 words or less; any posterior beyond this limit will not be included.)	ortion of the statement
Student success must remain our highest priority. Budget crises can jeopardize great p	rograms. It is better to
fully fund good programs and cut programs that are not contributing. I have managed	organizations with huge
fully fund good programs and cut programs that are not contributing. I have managed budgets - during budget crises - in the Air Force and Aerospace industry, and always ac	The state of the s
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Must be returned to the League office postmarked no later than February 15, 2012, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PE	RSONAL	
	Name: Bernard "Bee Jay" Jones	Date: January 26, 2012
	Address: 3123 Manley Drive	
	City: Lompoc	Zip: 93436
	Phone: (805) 733 - 1166 (home)	(805) 606 - 8609 (office)
	E-Mail: bernard.jones@verizon.net	(cince)
EDI	UCATION	
	Certificates/Degrees: B.S., Physics, Southwest Texas S	tate University, 1978
	M.A., Public Administration, University of Houston, 1988	3
Pro	FESSIONAL EXPERIENCE	
	Present Occupation: Aerospace Engineer, General Dyr	namics
	Other: 23 years U.S. Air Force officer; retired as a Lt. Co	
	All 23 years in aerospace, space launch and spacecraft a	cquisition.
Con	MUNITY COLLEGE ACTIVITIES	
	College District Where Board Member: Allan Hanco	ck Joint Community College District
	Years of Service on Local Board: 8	
	Offices and Committee Memberships Held on Local l	
	State Activities (CCCT and other organizations board Chancellor's Committees, etc_CCCT Board 2008 - Prese	ds, committees, workshop presenter; nt

N	National Activities (ACCT and other organizations, boards, committees, etc.):		
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encon			
IVIC A	AND COMMUNITY ACTIVITIES		
<u>_S</u>	anta Barbara County Human Relations Commission (Previously - 2 years) and very active in my church.		
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Must be returned to the League office postmarked no later than February 15, 2012, 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	Barstow	Community	
College District nominates	Marcia Zableckis	to be a	
candidate for the CCCT Board.			
This nominee is a member of the	Barstow	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 STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2012 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Marc	ia Zableckis	DATE: 2/14/2012
	ues and activities that should be considers; any portion of the statement beyon	
Continue to advocate	and articulate on behalf o	f CCC's the critical
importance of the com	munity college role in driv	ring the state's
economic engine by pr	roviding the workforce deve	lopment that is needed
to stimulate and sust	tain the economy.	
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What do you feel you can contr beyond this limit will not be inc	ribute in these areas? ( <u>50 words or le</u>	ss; any portion of the statement
We need to work with F	K-12 as partners in order t	o better prepare
students for collegia	te-level work. I am current	ly on a committee
through the CCCT boar	d to see what can be done t	to help community
colleges and K-12 wor	k together for the success	of our students
in California.		
		and the second s

Must be returned to the League office postmarked no later than February 15, 2012, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

D==					
PER	SONAL Margia 7ablogkig	2/14/2012			
	Name: Marcia Zableckis	Date: 2/14/2012			
	Address: 900 Windy Pass				
	City: Barstow	Zip: 92311			
	Phone: (760) 252-3509	(760)252-2411, ext. 7214			
	(home)	(office)			
	E-Mail: marciazdrs@aol.com				
EDU	CATION				
	Certificates/Degrees: MA-Fresno Pacific; Clo	ear Multiple Subjects Teaching			
	Credential-CSU San Bernardino; BA-Un	iversity of LaVerne;			
	Certificate of Early Education-Barst				
PRO	FESSIONAL EXPERIENCE				
	Present Occupation: Principal of private j	unior high; adjunct for both			
	Brandman University and Western Governor's University as supervisor for				
	student teachers, GED Facilitator.  Other K-12 teacher for 21 years; Administrator & Instructor for Desert				
	Research Station in the Mojave Desert; Preschool teacher-Barstow Christian				
	and Paddington School, Naples, Italy.				
COM	MUNITY COLLEGE ACTIVITIES				
	College District Where Board Member: Barstow C	ommunity College District			
	Years of Service on Local Board: 12 years				
	Offices and Committee Memberships Held on Local Board President, Vice President,				
	Foundation Representative, County Re	presentative, Secretary,			
	Personnel Committee & Program Commit	tee. BCC 2011 Commencement Speaker for			
	50th anniversary graduation.				
	State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc 3 years on CCCT; Advisory Committee on Education				
	Services (ACES), Presented at Board				
	Conference, January 2006-2009; CCCT	Committee on K-12 relations			

National Activities (ACCT and other organizations, boards, committees, etc.): None				
,				

#### **CIVIC AND COMMUNITY ACTIVITIES**

Board President, New Hope Village (program for housing & life skills for homeless members of community; member of community committee to bring a major science facility to the college; District Science Fair Coordinator for 12 years; Regional & local judge of science fairs; Bishop's committee, St. Paul's Episcopal Church; Delta Kappa Gamma-Scholarship Chairman, Past President, Past Vice President, past regional membership Chairman; past chairman of auction for Spring Fling. Cat in the Hat presentation at local schools for Dr. Seuss Birthday for the past 4 years.

#### **OTHER**

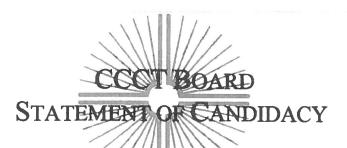
Christa McAuliffe Fellowship-1994; Reopened the Desert Research Station in Hinkley, CA-1994, a grade level science program for students K-12; Woodrow Wilson Fellowship-1998, Barstow Unified Teacher of the Year-1998; RIMS (Riverside, Inyo, Mono, and San Bernardino Counties); Secondary Science Teacher of the Year-1998; T.A.A.P. Grant Recipient-1996-1998 used to create and start a Docent program for 7th & 8th graders to help younger students receive more science instruction. Been trained for GAVRT program (Goldstone Apple Valley Radio Telescope). Kiwanis Club honor with perpetual trophy for district science fair in Marcia Zableckis' name.

Must be returned to the League office postmarked no later than February 15, 2012, 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	Ohlone	Community				
College District nominates	Grea Bonacco	to be a				
candidate for the CCCT Board.						
This nominee is a member of the _	Ohlone	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	n to be placed into nomination.				
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.						

Augustine of Clerk or Secretary of Governing Board



Must be returned to the League office postmarked no later than February 15, 2012 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Greg Bonaccorsi DATE: February 14, 2012

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.)

It is my position that the League must continue to be a strong advocate for and coordinate its actions with other allied agencies for publicly funded California Community Colleges so that these institutions of higher education can continue to meet the demands of our ever-increasing and diverse student population.

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.)

My background as a public school teacher and a life-long public education advocate have prepared me well by providing the context and the connections needed to focus on meeting student needs through the goals of the CCCT Board of the League. Now is the time for action.

Must be returned to the League office postmarked no later than February 15, 2012, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

#### PERSONAL

Name: Greg Bonaccorsi Date: February 14, 2012

Address: Post Office Box 489
City: Fremont Zip: 94537

Phone: (home)(510) 813-4161

(office)(510) 656-3500 Extension 38030

E-Mail: greg4ohlone@yahoo.com

#### **EDUCATION**

Certificates/Degrees:

BA in Biology with a Minor in Mathematics (1986) - Humboldt State University, Arcata, California

California Single-Subject Clear Credential in Biology with Supplementary Authorizations in Mathematics, General Science, and Music (1987) – Humboldt State University, Arcata, California

Specialist Certification in Gifted and Talented Education (1991), Fremont Unified School District, Fremont, California

#### **PROFESSIONAL EXPERIENCE**

Present Occupation: Honors 7th Grade Life Science Teacher, William Hopkins Junior High School

Fremont Unified School District, Fremont, California (1989 - Present)

Other: President, Fremont Unified District Teachers Association/CTA/NEA (2000 - 2005)

Elected Member of the National Education Association Board of Directors representing California (2011 - Present)

#### **COMMUNITY COLLEGE ACTIVITIES**

College District Where Board Member: Ohlone Community College District

Years of Service on Local Board: 2008 - Present

Offices and Committee Memberships Held on Local Board: Chair, Ohlone CCD Board

Member, Policy Sub-Committee to the Ohlone CCD Board of Trustees

	Member, Audit Committee to the Ohlone CCD Board of Trustees
	Member, Ohlone Foundation Board
	State Activities (CCCT and other organizations boards, committees, workshop presenter Chancellor's Committees, etc
	None
	National Activities (ACCT and other organizations, boards, committees, etc.):
	None
CIV	IC AND COMMUNITY ACTIVITIES
	Member, City of Fremont Redevelopment Appeals Board
	Past Member, Fremont Unified School District Financial Advisory Committee
	Member, Tri-Cities Democratic Forum
	Member, League of Women Voters for Fremont, Newark, and Union City
	Member (On-Leave), Ohlone Wind Orchestra
	Past Member, Fremont Youth Symphony Board of Directors
Отн	<u>ER</u>
	Who's Who Among America's Teachers (1995)
	Member, California State Parks Foundation
	Member, The Honor Society of Phi Delta Kappa
	Member, The Honor Society of Phi Kappa Phi

Must be returned to the League office postmarked no later than February 15, 2012, 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	West Valley - Mission	Community			
College District nominates	Trustee Chris Stampolis	to be a			
candidate for the CCCT Board					
This nominee is a member of	he West Valley - Mission	Community			
College District governing board, which is a member in good standing of the Community College League of					
California. The nominee has	peen contacted and has given permission to be placed into no	omination.			
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.					
	MALL				
	Signature of Clerk or Secretary of Governing I	Board			

# CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2012 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Chris Stampolis DATE: January 11, 2012

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.)

Amid reduced financial resources, Community College Trustees must balance increasing demand from high-achieving 12<sup>th</sup> graders, a wide range of career training trends and local remediation needs. To do more with less, CCCT should support expanded distance training (including webinars) and can facilitate partnerships with K-12 trustees and municipal officials.

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.)

As father of two elementary students, and husband of a three-term County Board of Education Trustee, I see our Community College challenges multigenerationally. I will continue to advocate for CCCT to address college readiness, STEM training and the achievement gap and to encourage discussions with K-12 trustees and community leaders.

# CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2012, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

#### **PERSONAL**

Name: Chris Stampolis Date: January 11, 2012

Address: PO Box 270, Santa Clara, CA 95052

City: Santa Clara Zip: 95052

Phone: (home) 408-390-4748

(office) 408-771-6858

E-Mail: stampolis@aol.com

### **EDUCATION**

Certificates/Degrees: J.D., Concord Law School, 2006; M.A., Catechetics, Santa Clara Univ., 1998;

B.S. - Political Science/French (Honors Program), Santa Clara Univ., 1987

#### PROFESSIONAL EXPERIENCE

Present Occupation: Praxis House, Santa Clara, CA - Government Relations consulting services to

LiUNA and private sector

Other: Director, Community Education & Govt. Relations, LiUNA Local 304, Hayward, CA;

Director, Community Education & Govt. Relations, Romic Environmental, East Palo Alto, CA;

Community Relations Representative, City of San Jose, Environmental Services Dept., San Jose, CA;

Local Parish Youth Ministry Director, Catholic Diocese of San Jose, San Jose, CA;

Managing Editor/Director of Marketing, Aviation Ground Equipment Market Magazine, San Jose, CA

#### **COMMUNITY COLLEGE ACTIVITIES**

College District Where Board Member: West Valley-Mission Community College District

Years of Service on Local Board: seven (7)

Offices and Committee Mcmberships Held on Local Board: Land Corporation President (1 yr).

Legislative Committee Membership (5 yrs.), Chairperson (1 yr.)

Board Goals Task Force; Data Dashboard Task Force

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc.)

State Board Member, California Community College Trustees (CCCT), 2009-present Chair, CCCT Task Force on K-12/CC Trustee Communications
Organizer, San Francisco Bay Area Trustees

National Activities (ACCT and other organizations, boards, committees, etc.):

Attendance at ACCT National Legislative Summit, Washington, DC

Attendance at National School Boards Association conventions

## **CIVIC AND COMMUNITY ACTIVITIES**

Santa Clara City Planning Commission (1999-2004)

Santa Clara City Historical and Landmarks Commission (1995-1999)

Santa Clara City Citizens' Advisory Committee (3 years as chair 2000, 2001, 2002)

Board of Directors Santa Clara Homestead Little League (2011-present)

PTA Local Officer - Bracher Elementary (2009-2011); Pomeroy Elementary (2006-2008)

School Site Council - Bracher Elementary (2011-present); Pomeroy Elementary (2006-2007)

### **OTHER**

Board Member, Santa Clara University Alumni Association (2001-2006)

President, Santa Clara University Pastoral Ministries Alumni Chapter (2002-2006)

Board member, East Palo Alto Chamber of Commerce (2006-2008)

Member, Democratic National Committee, (2000 - present)

State President (2004-07), State Secretary (1999-2004, 2011-present), California Democratic Council

State Chair (2011-present), California Democratic Party Rural Caucus

Organizer, National Association of Democratic Education Officials

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.5 DATE: 3/26/12

TO:

**Board of Trustees** 

FROM:

Gary L. Poertner, Chancellor

RE:

SOCCCD: Approval of Agreement: Office Supplies Contract

**ACTION:** 

Approval

## **BACKGROUND**

In 1992 the District replaced the in house stock of office supplies with a stockless system contracted with an outside supplier that guarantees next day delivery.

On February 27, 2012, the Board of Trustees awarded Bid No 294D for a three year contract with an option to renew for two more years. Estimated costs for the three year period equals approximately \$890,000.

## **STATUS**

Staff recommends approval of the attached (Exhibit A) agreement with Office Max Solutions for the approved bid.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the agreement (Exhibit A) with Office Max Solutions beginning March 27, 2012 and extending for the original three year period.

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

### AGREEMENT - OFFICE MAX

THIS AGREEMENT, dated the 27th day of March, 2012, in the County of Orange, State of California, is by and between SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, 28000 Marguerite Parkway, Mission Viejo, CA 92692 (hereinafter referred to as "DISTRICT"), and OFFICE MAX, 7300 Chapman Avenue, Garden Grove, CA 92841 (hereinafter referred to as "CONTRACTOR").

#### WITNESSETH

WHEREAS, DISTRICT desires to have the CONTRACTOR provide services to provide office supplies for a stockless system; and

WHEREAS, CONTRACTOR desires to provide such services to the DISTRICT;

NOW THEREFORE, the DISTRICT and CONTRACTOR mutually agree as follows:

- 1. <u>Services</u>. CONTRACTOR agrees to furnish an internet based ordering system to place orders through an "Explorer" compatible on-line ordering system with the following features and services at no charge to the DISTRICT:
  - a. End users enter orders using their own PCs via internet. Software allows end users to order from contract item list and/or general catalog, but only the Purchasing Department can release orders to vendor.
  - b. Shopping cart view-items remain in view during the entire ordering process.
  - c. Quick search by product code, in addition to keywords.
  - Real time pricing and inventory-prices are displayed along with whether an item is in stock or out.
  - e. Refill finder-helps to find the right toner or cartridge for various printers/fax machines and copiers.
  - f. Personal shopping list-ability to create your own EZ order form of items you buy frequently.
  - g. Customer care section-answers to frequently asked questions; on-line service forms; assistant for order help; quick reference how to guide; information newsletter.
  - h. email/fax order acknowledgements-order confirmation emailed and/or faxed.
  - i. Multiple email acknowledgements per order both the end user and Purchasing can have a copy of the acknowledgement.
  - j. Item promotion awareness-end user notified during an order of times on promotion and automatically granting the lowest price of either the promo price or the contract price.

- k. Customized multiple approval process with the Purchasing Department being the final approval.
- 1. Hands on training to be provided to all end users by vendor.
- m. Input new users and changes to Account Preference Groups as needed.
- n. Adjust Cost Centers as needed.
- Materials and Warranties. CONTRACTOR warrants that they are the legal and rightful owner of the Products or that they are legally licensed and/or authorized to sell and/or distribute the Products. All Products delivered under this Agreement will be free and clear of any and all encumbrances of any kind. DISTRICT acknowledges that CONTRACTOR is not the manufacturer of any of the Products. Other than as expressly set forth in this Agreement, any warranty with respect to the Products must come from the manufacturer. CONTRACTOR will pass through to DISTRICT any applicable manufacturer warranties, to the extent transferable. The warranties expressly stated in this section supersede all inconsistent provisions of any and all purchase orders, invoices, acknowledgements, or other writings or statements, written or otherwise, except as expressly stated in this section,. CONTRACTOR disclaims all express or implied warranties and product liability, specifically including warranties of non-infringement, merchantability and fitness for a particular purpose. Notwithstanding anything to the contrary, in no event will CONTRACTOR be liable for any indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory
- 3. <u>Costs.</u> Prices for materials are per attached quotation/bid form. See Exhibit A. Quantities shown are for estimates only. Final purchases shall be as required by the DISTRICT. Unless otherwise noted, minimum orders do not apply. Prices shall be FOB South Orange County Community College District and shall remain firm for a period of one year beginning March 27, 2012. Contract prices shall be adjusted once annually due to decreases and/or increases from manufacturing companies. Increases in price each year shall not exceed the annual consumer price index (CPI).
- 4. <u>Percentage Discount.</u> Percentage off of retail price for "non-contract" items equals 55% discount from list (Maxi Catalog) with a 25% margin floor. There shall be no exceptions to stated percentage for all non-contract items. A price list booklet stating list prices shall be presented to Purchasing representative quarterly.
- 5. <u>Alternate Products.</u> Alternate products will be allowed only with the permission from the Purchasing Department. Alternate products shipped without authorization will be kept by the DISTRICT at no cost to the DISTRICT and the correct item will be shipped by the CONTRACTOR.

- 6. Returns. Concealed damages, returns and exchanges will be honored at no additional expense to the DISTIRCT under the following conditions:
  - a. Except for Special Order Items, non-catalog items, ink/toner, furniture, software and technology items, OfficeMax shall accept returns of Products if in resalable condition and made within 30 days of receipt of original shipment.
  - b. For returns of Special Order Items and non-catalog items, OfficeMax shall accept returns on a case-by-case basis.
  - c. OfficeMax shall replace all defective and damaged Products at no charge to Customer provided that Customer notifies OfficeMax of such damage or defect within 30 days of such Product being delivered to Customer. Thereafter, Customer must return pursuant to manufacturer's product warranty policy.
  - d. For Products returned to OfficeMax, OfficeMax shall issue credit memos to Customer in the following billing cycle.
  - e. Notwithstanding the foregoing, and excluding defective products returned within thirty (30) days of delivery, Products no longer stocked by OfficeMax will not be eligible for return.
  - f. Technology returns are subject to the following:
  - i. OfficeMax will only accept the return of technology products if returned in the original packaging (including all accessories and manuals) within 14 days of receipt of the Product.
    - ii. Opened technology returned within the 14-day period will be subject to a 15% restocking fee.
    - iii. Defective technology items with the original sales receipt may be exchanged for the same item within 14 days of the receipt of said Product.

- iv. Technology items include, but may not be limited to, computers (desktop, laptop or notebook), monitors, digital cameras, hard drives, business machines, networking equipment, projectors, cash registers, digital picture frames, shredders, telephones, computer peripherals and accessories.
- v. Notwithstanding the foregoing and excluding defective Products exchanged within 14 days of receipt, Technology Products no longer stocked by OfficeMax will not be eligible for return.
- g. Ink/Toner returns are subject to the following:
  - i. Ink/toner may be returned in the original, unopened packaging within 30 days of receipt of the Product.
  - ii. Opened ink/toner will be eligible for an exact-item exchange or a credit to be issued to Customer in the following billing cycle.
  - iii. Notwithstanding the foregoing, and excluding defective ink/toner returned within thirty (30) days of delivery, Ink/toner no longer stocked by OfficeMax will not be eligible for return
- h. Software returns are subject to the following:
  - i. Software may be returned in the original, unopened packaging within 14 days of receipt of the Product.
  - ii. Opened software may be exchanged within 14 days of receipt for an identical title only.
- i. Furniture returns are subject to the following:
  - i. Furniture may be returned in the original packaging (including all components and manuals) within 14 days of receipt of the Product.

- ii. Special order, manufacturer-direct, custom and preassembled furniture is not eligible for return."
- 7. <u>Delivery.</u> Delivery time after receipt of order shall be 24 hours (excluding weekends and holidays) for all stock items. Back orders shall be shipped within thirty days. Shipments are to be packaged as ordered per cost center with no minimum quantities or delivery charges throughout the supply agreement period.
- 8. <u>Pick Up Policy</u>. Items scheduled for pick up must be picked up within ten working days. Return merchandise not picked up within this time frame becomes the sole property of the DISTRICT at no charge to the DISTRICT.
- 9. <u>Regular Meetings.</u> CONTRACTOR shall meet with purchasing representative on a regular basis, such time to be determined by the Purchasing Department.
- 10. <u>Term of Agreement</u>. This AGREEMENT is to be for three (3) years, commencing on March 27, 2012 and ending March 26, 2015, with an option to renew for two additional one-year periods under the same terms and conditions.
- 11. <u>Deliveries and Billings.</u> Deliveries and billings shall be by cost center. Cost center field shall accommodate no less than 25 characters. CONTRACTOR must provide at least two packing lists (one copy in box and one copy handed to warehouse staff at delivery point) for each cost center and each invoice shall list only one cost center for ease of payment.
- 12. Payment. The DISTRICT agrees to pay the CONTRACTOR for materials required by the DISTRICT pursuant to the CONTRACTOR's response to the Request for Bids, attached hereto as Exhibit A and incorporated herein as if fully set forth. The CONTRACTOR shall prepare an itemized invoice in duplicate of the services performed under this AGREEMENT in a form approved by the DISTRICT, for each month of the AGREEMENT in a form approved by the DISTRICT, for each month of the AGREEMENT, and submit the invoices to the DISTRICT, who will audit and approve the invoices for payment to the CONTRACTOR. Payment of sums due CONTRACTOR during any calendar month under the terms of this AGREEMENT shall be paid by DISTRICT within a reasonable time from receipt of invoice and approval by the Director of Purchasing.
- 13. <u>Independent Contractor</u>. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its

employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

- 14. <u>Hold Harmless</u>. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Board of Trustees, officers, agents and employees from every claim or demand made, and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
  - a. Liability for damages for: (1) death or bodily injury to person(s); (2) injury to loss or theft of any property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused.
  - b. Any injury to or death of any person(s), including officers, agents and employees of DISTRICT, or damage to or loss of any property caused by any act, neglect, default or
  - c. omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement. The CONTRACTOR, at CONTRACTOR'S own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Board of Trustees, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Board of Trustees, officers, agents or employees in any action, suit or other proceedings as a result thereof.
- 15. Insurance. The CONTRACTOR agrees to obtain and shall maintain such comprehensive general and automobile liability insurance in the amount of Five Million and No/100 Dollars (\$5,000,000.00), to protect CONTRACTOR and DISTRICT from liability for bodily injury and property damage which may arise from the services performed pursuant to this AGREEMENT. The CONTRACTOR shall maintain insurance satisfactory to the DISTRICT during the term of this AGREEMENT, and shall furnish evidence within ten (10) days of the execution of this AGREEMENT in the form of certificate(s) of insurance showing all coverages and endorsements required by DISTRICT. Each POLICY shall name the DISTRICT, its Board of Trustees, officers and

employees as additional insured and shall include a thirty (30) day cancellation clause guaranteeing that the DISTRICT will be notified of any cancellation, reduction or change in policy. It is agreed by CONTRACTOR that any insurance carried by the DISTRICT shall be excess and noncontributory and CONTRACTOR's policy shall reflect this understanding between DISTRICT and CONTRACTOR.

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

- 16. <u>Assignment</u>. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
- 17. <u>Licenses and Permits</u>. The CONTRACTOR shall secure and maintain in force such licenses and permits as required by law for furnishing the services required in this AGREEMENT.
- 18. <u>Anti-Discrimination</u>. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons.
- 19. <u>Termination</u>. DISTRICT may, at any time, with or without reason and in its sole discretion, terminate this AGREEMENT upon providing ninety (90) days prior written notice to CONTRACTOR specifying the desired date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three (3) days after the day of mailing, whichever is sooner.
  - a. This AGREEMENT and the exhibits attached hereto contain the entire understanding between the DISTRICT and the CONTRACTOR. All prior oral agreements, understandings, representations or statements are hereby merged into this AGREEMENT and shall have no further force or effect.
  - b. Any additions, deletions, changes or other modifications to this AGREEMENT must be executed in writing and signed by all parties.
  - c. If any term, condition or provision of this AGREEMENT is held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
  - d. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any covenant, condition or term of this AGREEMENT, shall not be deemed a waiver by that party of such covenant, condition or term, or present a

EXHIBIT A Page 8 of 8

subsequent similar act from again constituting a violation of such covenant, condition or term of the AGREEMENT.

e. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (1) personal service, or (2) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this Subsection. At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:

**CONTRACTOR:** 

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT 28000 Marguerite Pkwy. Mission Viejo, CA 92692 OFFICE MAX 7300 Chapman Ave Garden Grove, CA 92841

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

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

Sout	h Orange	County	Community Community	College	Distric

Office Max

By:	Dru	
Signature	By: Signature	
Dr. Debra L Fitzsimons		
Vice Chancellor, Business Services	Print Name	
	Title	
	Tax ID/Social Security No. (CORPORATE SEAL OF CONTRACTOR, if corporation)	

Agreement

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.6 DATE: 3/26/12

TO:

**Board of Trustees** 

FROM:

Gary L. Poertner, Chancellor

RE:

Saddleback College: Basic Aid Funding for Saddleback College Library

Renovation

**ACTION:** 

Approval

### **BACKGROUND**

On December 19, 2008, the District received notice from the State Chancellor's office that stated that they would be: 1) ceasing all contracts paid with state funding; 2) freezing state disbursement requests received after December 17, 2008, and; 3) directing that all further progress be paid using local funds with no expectation of reimbursement.

On December 24, 2008, Fred Harris, Assistant Vice Chancellor of Facilities Planning, Community College Chancellor's Office, provided clarification that districts with a construction contract already approved and underway may continue work using local funds with the understanding that the district takes the risk of at best a delay in reimbursement and at worst no reimbursement due to a lack of bonds sold.

On June 22, 2009, the board approved a temporary basic aid allocation of \$15,272,000 to fund the state's portion of the construction and equipment phases of the project until state reimbursement has been received so the project could move forward.

### **STATUS**

The District has received over \$12.7M in state reimbursements and continues to file claims. However, the District has been notified that the state may run out of funds as soon as April, 2012. Since the majority of the equipment funds (\$2M) will not be spent until after that time, the District is at risk of not receiving reimbursement of those funds.

The temporary basic aid funds of \$13M for the construction phase are no longer needed. However, it is still uncertain whether the remaining \$2M will be needed until it is confirmed that state funds are available to complete the project.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees return \$13M of Basic Aid funds to the unallocated basic aid account and make them available for redistribution as outlined in BP and AR 3110 Basic Aid Funds Allocation Process.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM:

ITEM: 6.7 DATE: 3/26/12

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: Board Policy Revision: BP-4076: Compensation, BP-5210:

Enrollment Priorities, BP-4345: Catastrophic Leave, BP-5130: Financial Aid, BP-4018: Alcohol and Controlled Substances Testing, BP-4125: Retirement Incentive Plan for Educational Administrators

**ACTION:** Discussion/Approval

## **BACKGROUND**

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and are in compliance with current laws and regulations.

### **STATUS**

Eight board policies are presented to the board for "Discussion/Approval." The new language and amendments to the board policies were reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved throughout the review process. The proposed policies (Exhibits A – F) were presented to the Chancellor's Council on February 16, 2012 for review and recommendation to the Chancellor and presented to the Board of Trustees for review and study at the February 27, 2012 board meeting.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for discussion/approval and study the board policies, as shown in Exhibit A through F.

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

4076

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **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.

#### Reference:

Education Code Sections 70902(b)4, 87801, and 88160 Government Code Section 53200

<u>(7130)</u>

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

5210

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **STUDENTS** 

## **ENROLLMENT PRIORITIES**

The Chancellor or his/her designee shall establish <u>regulations</u> procedures defining enrollment priorities, limitations, and processes for student challenge, which shall comply with Title 5 regulations.

Reference:

Title 5, Sections 51006, 58106, 58108

Adopted: 12-07-09 Page 1 of 1

4345

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **ADMINISTRATION** 

# CATASTROPHIC LEAVE: ADMINISTRATORS, MANAGERS AND CLASSIFIED STAFFEMPLOYEES

When a catastrophic illness or injury incapacitates an employee, or an employee's family member\*, fellow employees may donate accrued vacation and sick leave credits to that employee under the specific requirements of the District's catastrophic leave program. Donations made under the catastrophic leave program shall be strictly voluntary and donors shall sign a form acknowledging that the transfer of leave credit is irrevocable.

The Board reserves the right to discontinue the catastrophic leave program at its discretion at any time; however, any employee or employees utilizing donated leave credits at the time the Board determines the program is to be discontinued, shall be allowed to continue to utilize donated leave credits until such time as the maximum benefit has been received or all donated eligible leave credits have been exhausted. An employee requesting catastrophic leave due to a catastrophic illness or injury of a family member must first have administrator/manager approval and exhaust all applicable and available accrued paid leave credits including any sick leave at full pay per California Labor Code—§233, any available vacation leave, and any other accrued leave balances under applicable law.

Reference;
California Labor Code §233

Adopted: 8-14-06 Page 1 of 1

<sup>\*&</sup>quot;Family member" includes the employee's spouse or registered domestic partner, the employee's child (or any person for whom the employee acts as legal guardian), sibling or parents; the child (or any person for whom the employee acts as legal guardian) or parent of the employee's spouse or registered domestic partner; and any relative residing in the immediate household of the employee.

5130

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**STUDENTS** 

## 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 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

4018

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **HUMAN RESOURCESPERSONNEL** 

## ALCOHOL AND CONTROLLED SUBSTANCES TESTING

### **AUTHORITY FOR POLICY AND TESTING**

The District will comply with the Omnibus Transportation Employee Testing Act of 1991.

The Omnibus Act requires all operators of commercial motor vehicles (CMV's) to be tested for controlled substances and alcohol. It applies to all drivers required to obtain a commercial driver's license (CDL). Drivers to which federal drug testing requirements are newly applicable include, but are not limited to, drivers and their employers operating wholly in intrastate commerce, employed directly by federal, state and local governments, including school Districts, and drivers with restricted-use CDL's or drivers in a state that does not recognize waiver CDL's.

Adopted: 12-04-95 Revised: 4-26-99 Revised: 1-20-04

4125

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**PERSONNELHUMAN RESOURCES** 

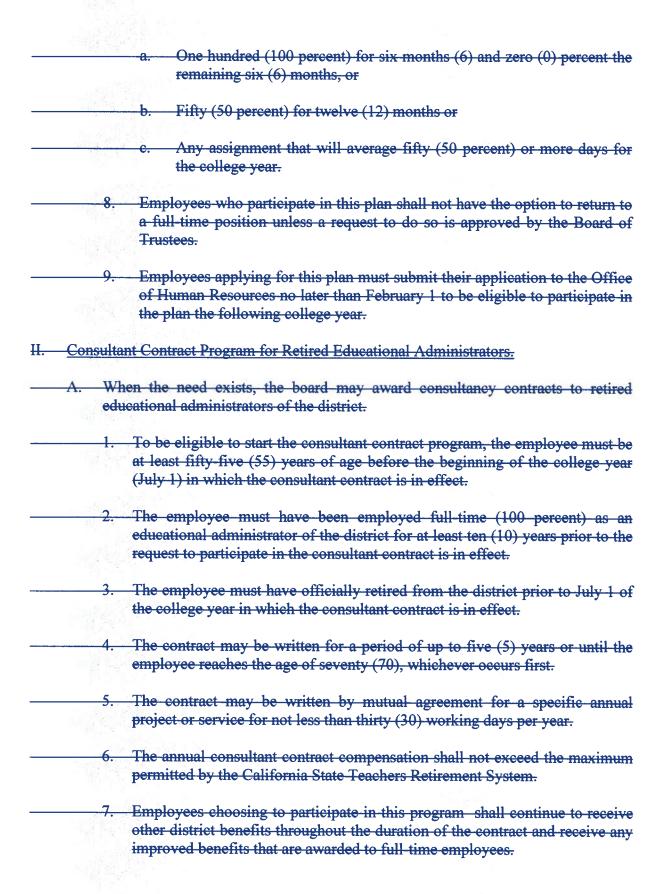
# RETIREMENT INCENTIVE PLAN FOR EDUCATIONAL ADMINISTRATORS

I. Reduced Work Load With Full Retirement Credit.

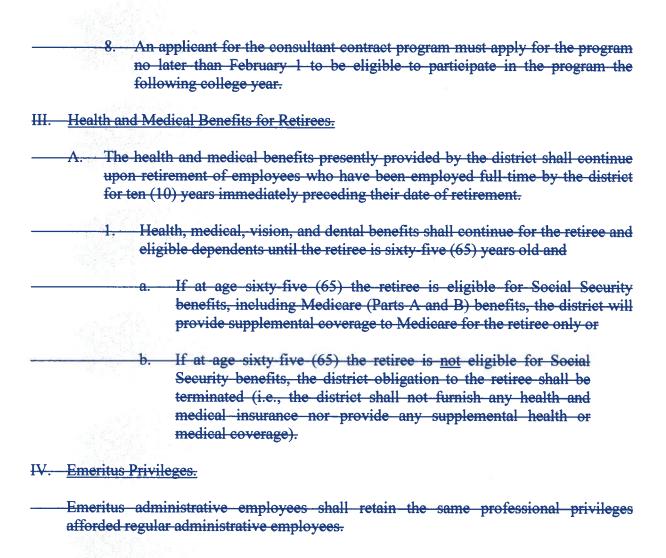
Educational Administrators may participate in retirement incentive programs established by the Board of Trustees.

	load full	board may permit full-time educational administrators to reduce their work from full-time to part-time and have their retirement benefits based on their time employment. Following are the rules and regulations for the lementation of the retirement incentive plan Calif. Ed. Code, Section 87483).
	1.	The option of a reduced load may be exercised upon mutual agreement between the district and the employee. Once the option is exercised, it is not revocable unless agreed to by the board.
	2.	To be eligible to start the plan, the employee must be at least fifty-five (55) years of age before the beginning of the college year (July 1) in which the reduction in work load start.
	3.	The employee must have been employed full time (100 percent) as an educational administrator of the district for at least ten (10) years prior to the request for a reduced work load.
	4.	Except for the reduction in salary that corresponds to the reduced load, the district will provide the part-time employee the same benefits provided a regular full-time (100 percent) educational administrator.
_	5.	The district and the employee shall agree to make contributions to the State Teachers' Retirement System equal to the amount required of a full-time (100 percent) employer.
	6.	The minimum reduced load shall be the equivalent of one-half (1/2) of the number of days of service required by the employee's contract of employment during the final year of service as a full-time (100 percent) employee.
	7.	Upon mutual agreement with the district, an employee on this plan shall work as a minimum the following schedule:

# RETIREMENT INCENTIVE PLAN FOR EDUCATIONAL ADMINISTRATORS



# RETIREMENT INCENTIVE PLAN FOR EDUCATIONAL ADMINISTRATORS



## DELETE - REMOVE FROM BOARD POLICY MANUAL

Adopted: 3-23-81 Revised: 4-10-89

Technical Update: 4-26-99

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.8 DATE: 3/26/12

**TO:** Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Policy Revision: BP-4011.6: Employment

Procedures for Chancellor, BP-4210: Employee Outstanding Service Awards, BP-5616: Attendance, BP-4080: Personal Necessity Leave for

Administrators and Classified Management Personnel

**ACTION:** Review and Study

## **BACKGROUND**

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and are in compliance with current laws and regulations.

### **STATUS**

Four board policies are presented to the board for "Review and Study." The new language and amendments to the board policies were reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Council on March 15, 2012 for review and recommendation to the Chancellor.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the board policies, as shown in Exhibit A through D.

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

4011.6

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCESPERSONNEL** 

# EMPLOYMENT PROCEDURES FOR CHANCELLOR

### SECTION I: GENERAL PROVISIONS

1. Preface: The hiring of a highly qualified Chancellor is essential to the mission of the South Orange County Community College District. Therefore, the governing board, with input through this process from administration, faculty and staff, has the responsibility to select a highly qualified Chancellor.

The Office of Human Resources shall ensure that every aspect of the hiring process is implemented appropriately.

- 2. Scope: This policy applies to the recruitment and hiring process for Chancellor.
- 3. Equal Employment Opportunity Policy and Statement: The South Orange County Community College District shall recruit, hire, and promote in all job titles without regard to ethnic group identification, race, color, religion, sex, national origin, ancestry, physical or mental disability, age, medical condition, marital status, military service, sexual orientation, or any other basis protected by law. The District shall comply with the Board of Governors regulations relating to equal employment opportunity.

### 4. Definitions:

- <u>Board</u>: The Board of Trustees of the South Orange County Community College District.
- <u>Board Designee:</u> The Board of Trustees may elect to appoint an alternate designee to oversee the hiring process.
- Chair: Chair of the Hiring Committee.
- <u>Chancellor</u>: The Chancellor of the South Orange County Community College District. The policy also refers to Chancellor during the process, meaning the current, interim or acting Chancellor.
- Committee: The Hiring Committee, also known as the Search Committee.
- <u>District</u>: The South Orange County Community College District.
- <u>EEO</u>: Equal Employment Opportunity.

Adopted: 7-24-06

- <u>HR Specialist</u>: Human Resources Specialist, Hiring Compliance Officer and EEO representative assigned to the job opening.
- OHR: Office of Human Resources.
- <u>SOCCCD</u>: The South Orange County Community College District.
- <u>Vice Chancellor</u>: Vice Chancellor, Human Resources, or designee
- 5. <u>Confidentiality and Conflict of Interest Statements</u>: The South Orange County Community College District Confidentiality and Conflict of Interest Statements apply to this process.
- 6. Compliance: This policy is intended to comply fully and be interpreted in a manner consistent with all applicable state and federal laws and regulations, including but not limited to the Board of Governor's equal employment opportunity regulations. Any provision of this policy that directly conflicts with any applicable state or federal law or regulation may be disregarded and a procedure that complies with the superseding authority shall be developed by the Chancellor and substituted until such time as the Board may adopt a formal amendment to this policy.
- 7. Oversight: Normally, the current, acting or interim Chancellor will provide oversight of the hiring process. However, the Board may appoint an alternate designee, as appropriate, to insure avoidance of any conflict of interest. The Chancellor or Board designee, with the assistance of the OHR, oversees the implementation of the hiring process and the activities of the hiring committees as they exercise their duties, specifically to ensure that actions of hiring committees are consistent with both the written stipulations and the intentions of this policy.

It is the responsibility of the Chancellor or Board designee, to ensure the integrity of the hiring process established by this policy. If, in the judgment of the Chancellor or Board designee, the integrity of the process described herein has been substantially violated or abused, the Chancellor or Board designee, may order that the process be suspended, pending determination of an appropriate action in consultation with the Office of the Human Resources and the Board President.

8. <u>Interpretation</u>: Technical questions and minor problems will ordinarily be resolved by the HR Specialist in consultation with the OHR. In the event that a question of the procedural interpretation of this policy arises and cannot be resolved by the HR Specialist, the question shall be submitted in writing to the Vice Chancellor, or designee via the HR Specialist.

If in the judgment of the HR Specialist, the Chair, the Chancellor or Board designee, a problem of interpretation occurs which threatens the viability or integrity of a Committee's duties as described herein, all parties shall be immediately notified, and the hiring process shall be suspended pending resolution of the problem. The Chancellor or Board designee, in consultation with OHR, shall attempt to resolve any problem or difference of interpretation of this policy.

Adopted: 7-24-06

9. Exceptions: The Chancellor or Board designee, in consultation with the OHR, may reduce or extend the time period for any step established in this policy. Such exceptions shall be as narrow as possible to address, in a reasonable manner, the unusual circumstances posed. In the event of such an alteration to the process as described herein, the Chancellor or Board designee will notify the OHR in writing, stating the unusual circumstances necessitating the extension or exception.

## SECTION II: RECRUITMENT

- 1. When the need for hiring a new Chancellor is determined and recommended by the Board of Trustees, and upon the Board's approval, a Request to Announce Form is completed and submitted to the Office of Human Resources.
- 2. The Board of Trustees may consider employment of a professional consultant to assist with the Chancellor search process.
- 3. <u>Job Announcement Content</u>: The job announcement will determine the screening criteria for review of applicant files. Care must be taken to ensure accurate and job-related criteria. It shall contain:
  - a. Opening and closing dates
  - b. Summary of duties and responsibilities
  - c. Minimum qualifications
  - d. Desirable qualifications
  - e. Application requirements and procedures
  - f. Special testing, if applicable
  - g. Submission of materials, if required
  - h. EEO Statement
- 4. All openings will be advertised through the Office of Human Resources.
- 5. As a position is opened, it will be announced by the Office of Human Resources with sufficient lead-time to advertise the position. This should normally be a minimum of ten weeks or 50 working days, unless otherwise requested by the Chancellor.
- 6. Applications, resumes, and other required materials are accepted only by the Office of Human Resources.
- 7. Announcement brochures will be distributed to appropriate professional sources.

# SECTION III: APPLICATION PROCESS

1. <u>Submission</u>: Applications, resumes, and other required materials are accepted only by the OHR via the District's online employment site.

Adopted: 7-24-06

- 2. Application Period: Applications may be submitted for a set period of time or "until filled," In the case where a position is "open until filled," screening may not begin until at least 30 working days after advertising has appeared in some public forum. In the case where a position is "open until filled," applications submitted less than two working days prior to the beginning of the screening process may be excluded from consideration.
- 3. <u>Search Extension</u>: The recruitment period will be extended when the applicant pool has fewer than five minimally qualified applications, unless the OHR, the Chancellor or Board designee and Board President agree to forward the pool.

# SECTION IV: SEARCH COMMITTEE

The Chancellor or Board designee will appoint the Search Committee according to the following criteria:

The Search Committee shall consist of no more than eleven and no less than seven voting members. A majority of the appointees to the Search Committee will be administrators and managers.

- a. The Chancellor or Board designee will select six administrators and managers. The Chancellor or Board designee also will appoint the Search Committee Chair
- b. Each Academic Senate will select one faculty member
- c. The South Orange County Community College District Faculty Association will select one faculty member
- d. The California School Employees Association Chapter 586 ("CSEA") will select one classified employee
- e. The Police Officers Association ("POA") will select one of its members
- 1. <u>Terminate Process</u>: The Chancellor or Board designee may terminate the process if, in his or her judgment, the formation of the Committee has violated the integrity of the hiring process.
- 2. <u>EEO Representative</u>: The EEO Representative shall be appointed by the Vice Chancellor or designee, and may be replaced as necessary by another qualified staff member. Only a trained staff member may serve as an EEO representative.
- 3. Orientation: The HR Specialist will conduct an orientation meeting to explain roles, duties, expectations, timelines, and the rating process to the Committee members. At this time, the Committee will agree on the schedule. All members must also sign a Confidentiality and Conflict of Interest Statement. All HR forms must be completed in ink.

Adopted: 7-24-06

- 4. <u>Relative Weights</u>: At the Orientation, the Committee will assign the value to be given to the application and to the interview components. Neither the screening nor the interview may be weighted less than 30 percent each.
- 5. <u>Duration</u>: At the Orientation, the Committee will determine the length of the interview.
- 6. <u>Criteria</u>: The Committee shall establish in writing the criteria to be used in screening the applications and selecting the applicants to be interviewed. The screening criteria shall be job related, and based on the position description and the District hiring policy.
- 7. <u>Interview Questions</u>: All questions and other requirements must be kept confidential throughout the process. The Committee will develop and forward to OHR for approval a list of interview questions to be asked of each candidate, as well as any exercise, presentation, or other requirement. The list of questions and requirements will be provided to OHR at least five business days prior to the first scheduled interview.

All questions and other requirements shall be job-related and composed with the intent of evaluating the candidate's knowledge and abilities in relation to the minimum and desirable qualifications as published in the formal job announcement. OHR may provide sample questions at the request of the Chair for the consideration of the Committee.

The list of questions and other requirements as described above must be approved by a majority vote of the Committee. The Vice Chancellor or designee reviews all Committee approved questions and other requirements if applicable to ensure compliance with District policies and State and Federal laws and regulations, and must approve all interview questions and other requirements prior to the interview. The Vice Chancellor or designee may make editorial changes; however, if a particular question is deemed by the Vice Chancellor or designee to be in need of substantive changes, these changes will be made in consultation with the Chair or designated discipline expert. The Chair or designee will be provided with the OHR-approved list of questions and other requirements if applicable one (1) business day before the interview.

- 8. Participation: Committee members are expected to be available as necessary for Committee functions, to fully participate in all required meetings and related Committee responsibilities, and to complete screening functions in a timely manner. Any member who fails to complete screening in a timely manner, or who misses Committee meetings, may be subject to removal by the Chancellor or Board designee after consultation with the Chair and the OHR. The scores or ratings of a Committee member who withdraws prematurely or is removed will not be counted in the uncompleted phase or section of the process.
- 9. <u>Minimum Membership</u>: In the event that the Committee membership falls below the required minimum number of members, the Chancellor or Board designee, after discussion with the OHR, shall determine whether to restart the hiring process, appoint a replacement Committee member, or continue the hiring process with fewer than the minimum number of committee members.

Adopted: 7-24-06

### SECTION V: SCREENING PROCESS

- 1. <u>Determination of Application Completeness</u>: The OHR will screen all applicants for minimum qualifications as specified in the official announcement for that position before submission to the Committee, thereby determining applicants who will be paper screened and eligible for interviewing. The Search Committee Chair has the option to be involved in the minimum qualification screening process.
- 2. Review of Application: The review of application and resumes is done online on the District's employment site on an individual basis by each committee member.
- 3. Evaluation of Application Materials (Screening): The Committee may not begin to review applications until the appropriate application period has elapsed. At the Orientation meeting, the Committee in consultation with the HR Specialist shall specify the time(s) and location(s) when application materials shall be available. During the screening process, Committee members may not remove the files or their contents, copy or alter any material contained in the files, or append comments or marks. Notes on the candidates must be kept in the Committee member's evaluation file, which will be maintained by the OHR.
- 4. <u>Scoring</u>: Each application shall receive an independent evaluation according to jobrelated criteria by each member of the Committee. The Committee members shall rate each applicant on the appropriate forms provided by the OHR.
- 5. Recommendation of Candidates for Interview: Using a final ranked list, without names, of candidates by score, the HR Specialist and the Chair will meet to determine the lowest score to qualify for an interview. On the basis of the lowest qualifying score, the OHR shall assemble a list of candidates to be interviewed.
- 6. <u>Interview Scheduling</u>: The OHR shall schedule selected candidates for a first-level interview, according to the schedule adopted by the Committee, giving them at least five business days notice of the interview. Exceptions to the five-day notice may be granted by the Vice Chancellor or designee.
- 7. <u>Travel Reimbursement:</u> Reimbursement claims for over 300 miles must be submitted no later than 30 days after the interview. Any reimbursement claim is limited to standard District reimbursement guidelines and shall not exceed \$1500.

### **SECTION VI: INTERVIEW PROCESS**

1. <u>Materials</u>: At the beginning of each interview meeting, the applicant's files shall be made available to the Committee, along with the appropriate OHR forms. Each member of the Committee will receive a schedule of interviews, and the interview questions.

Adopted: 7-24-06

Reviewed:

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- 2. <u>Site</u>: The Chair will inform the HR Specialist of any special interview needs. After consultation with the Chair, the HR Specialist will make the arrangements for the interview location.
- 3. <u>Set Time</u>: Each applicant shall be afforded the opportunity to have an interview of approximately equal length.
- 4. <u>Search Committee Names:</u> Each candidate will be provided with a list of the names and titles of the Search Committee just prior to the interview.
- 5. Review of Interview Questions: Candidates will have the opportunity to review the interview questions 15 minutes in advance of their interview. All questions must be job-related. Answers to core questions should reveal attitudes towards the job, appropriateness of education and experience, competency in the field, extent of responsibility and philosophical orientation with respect to the functions involved.
- 6. <u>Writing Sample:</u> The candidate will be asked to provide a writing sample in response to a question provided to the candidate by the Search Committee before the interview.
- 7. Questions: Each candidate will be asked the same interview questions in the same order. During the interview, follow-up questions may be asked to clarify or further investigate a response given by a candidate. If, in the judgment of the HR Specialist, a follow-up question violates standards of non-discrimination, the HR Specialist will direct the candidate to disregard the question. Follow-up questions should be kept to a minimum to maintain consistent standards of candidate evaluation throughout the interview process. Any question by the candidate pertaining to conditions of employment, such as salary, benefits, or policy, must be referred to the OHR.
- 8. Group Discussion: Committee members shall be given an opportunity to discuss each applicant and only that applicant after each interview. Comprehensive discussion shall not take place until after all interviews are completed. No discussion of any candidate may take place unless the HR Specialist and all committee members are present. Committee members are encouraged to discuss candidates' fulfillment of job-related criteria in a candid and thorough manner, but shall not discuss specific numeric scores to be given to any candidate. The HR Specialist shall be responsible for ensuring that discussion is limited to job-related criteria.
- 9. Score: Each Committee member is responsible for exercising his or her independent judgment in rating each candidate. Following the Committee's discussion of the candidates, each committee member shall rate independently each candidate using the appropriate form provided by the OHR. At the conclusion of the interviews and any subsequent discussion, each member of the Committee shall enter a final interview score for each candidate, and then calculate the final total score from the appropriately weighted screening and interview scores. The OHR will verify and compile final scores for all candidates.
- 10. <u>Selection of Finalists</u>: After the conclusion of interviews, the Chair and the HR Specialist shall assemble a ranked list of candidates and their final scores. Using this

Adopted: 7-24-06

list, the Committee will determine the lowest score to qualify as a preliminary finalist for a second level interview. The committee shall provide job related reason why a candidate interviewed is not forwarded to the second level for final interviews.

The committee shall forward at least three (3) finalists for second level interview.

## SECTION VII: REFERENCE CHECKS

- 1. <u>Timing</u>: Official reference checks, in accordance with the OHR Guidelines, will be performed prior to the submission of the recommended candidates to the Chancellor for second-level interviews.
- 2. <u>Required Professional References</u>: Each applicant will be asked to provide at least three references, preferably from the following categories:
  - Current supervisor(s);
  - Previous supervisor (from the past five years);
  - Colleague/co-worker who can address professional competency and appropriate practical skills;
  - Other professional references

If the individual provided as a reference is unavailable, or if the candidate fails to provide sufficient references, the OHR, in consultation with the Chair, may request additional references from the candidate.

3. <u>Reference Contacts</u>: The Vice Chancellor, in conjunction with the Chair, will conduct the reference checks and record the information on the appropriate OHR form. The HR Specialist will verify all data on the application.

Each reference for each finalist shall be asked the same questions about that finalist, and shall be asked whether he or she can recommend the finalist in question without reservation, and, if not, to specify these reservations. The reference checker(s) shall ask no question that is impermissible under applicable laws prohibiting discrimination in employment, or that seeks information unrelated to the qualifications for the position. The reference checker(s) shall not provide any derogatory or confidential information about the finalist, and shall not provide with any assessment of the quality of the finalist's qualifications.

## SECTION VIII: SECOND-LEVEL INTERVIEW

1. <u>Finalists:</u> The Board of Trustees shall be provided an unranked list of finalists by the Chair, and a report of the final scores for all candidates including job related reason(s) for not forwarding candidates interviewed.

Adopted: 7-24-06

- 2. <u>Second-level Interview:</u> The Board of Trustees will interview the finalists for the position. The Board may invite the Chancellor or Board designee to participate in the interview process.
- 3. <u>Second-level Interview Schedule</u>: Finalists shall be given at least five (5) business days notice of the interview.
- 4. <u>Content</u>: The Board may ask any job-related questions, may ask follow-up questions, and may provide clarification of ambiguous or unclear questions. The Vice Chancellor or designee must review any questions, exercises or other requirements prior to the interview to ensure compliance with district policies and State and Federal laws and regulations.
- 5. <u>Substantially Similar Interviews</u>: Although variations are permitted throughout the interview process, the Board shall give each candidate a substantially similar interview of approximately the same duration, involving the same segments and exercises.
- 6. <u>Additional Interviews:</u> After completing this initial round of second level interviews, the Board of Trustees has the authority to interview additional candidates from the first level interview pool in the order of the next highest Search Committee rankings.
- 7. <u>Consultation:</u> The Board may consult with the Chair of the committee after the second-level interviews and before any offer of employment is made.
- 8. <u>Termination of Search:</u> After the completion of all second level interviews, the Board of Trustees may decide to stop the process, at which point the position would be reopened.
- 9. <u>Board Reference Checks</u>: Following candidate interviews, the Board of Trustees may make further job-related reference checks. The Board may conduct site visits.
- 10. Recommendation for Appointment: Upon selection of the finalist by the Board of Trustees, the Chancellor or Board designee will submit the recommendation to the Office of Human Resources for the offer of employment and presentation to the Board for final approval.
- 11. <u>Travel Reimbursement:</u> Reimbursement claims for over 300 miles must be submitted no later than 30 days after the interview. Any reimbursement claim is limited to standard District reimbursement guidelines and shall not exceed \$1500.

Adopted: 7-24-06

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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

# EMPLOYEE OUTSTANDING SERVICE AWARDS

The Board of Trustees recognizes the significant contributions which employees make to the South Orange County Community College District.

The colleges and district services will develop their own appropriate processes for selection of outstanding service awards that will be defined and made available.

Procedures for selecting recipients for outstanding service awards shall include recommendations from a representative committee, which will review nominations and make recommendations to the Chancellor and the Board of Trustees.

Further, the Board of Trustees will consider recommendations for monetary awards as well as other forms of recognition. Such recommendations shall be made by the committee along with the nominations to the chancellor and the Board of Trustees.

Adopted: 6-01-92

Technical Update: 4-26-99

Reviewed: 10-13-10

5616

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**STUDENTS** 

## **ATTENDANCE**

Students are expected to attend classes regularly. Failure to attend classes may be taken into consideration by instructors in assigning grades.

Students who fail to attend the first-meeting of any class for which they have officially enrolled may be dropped by the instructor unless prior arrangement has been made with the instructor.

Students who officially enroll in a class and never attend will be dropped by the instructor no later than the end of the tenth instructional day of the semester.

Instructors may drop a student from a class when he/she is absent for a total of six cumulative instructional hours.

In no case, where the instructor has an option to drop a student, should the student presume he/she has been dropped unless the instructor drop has been officially verified by the Office of Admissions and Records (Calif. Ed. Code, Section 70902).

### I. STUDENT ATTENDANCE

Students are expected to attend classes regularly. Failure to attend classes may result in the instructor dropping the student from class or may be taken into consideration in assigning the grade.

### II. ATTENDANCE ACCOUNTING

The South Orange County Community College District shall comply with all attendance accounting requirements as mandated by Title 5 requirements and Student Attendance Accounting Manual.

Reference:

Title 5, Section 58000 et. Seq.

Revised: 5-15-89

Technical Update: 4-26-99

4080

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES** 

# PERSONAL NECESSITY LEAVE FOR ADMINISTRATORS AND CLASSIFIED MANAGEMENT PERSONNEL

Accumulated sick leave may be used by an employee in cases of personal necessity; however, a personal necessity leave ean notcannot exceed sixseven (67) days in any single fiscal year. Events or conditions considered as personal necessity are outlined in the administrative regulation. shall include the following reasons:

- 1. Death of a member of the immediate family. The immediate family includes the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son in law, daughter, daughter in law, brother, brother in law, sister, sister in law, or a former spouse of the employee, registered domestic partner, or any relative living in the immediate household of the employee. This leave would be in addition to normal bereavement leave.
- 2. An accident involving a person or property, or the person or property of a member of the immediate family. The accident shall be of such an emergency nature that the immediate presence of the employee is required during the work day.
- 3. Appearance in court as a litigant or as a witness under an official order.
- 4. Serious or critical illness of a member of the immediate family. The illness should be such that it requires the services of a physician, and of such an emergency nature that the immediate presence of the employee is required during the work day.
- 5. <u>Compelling personal importance</u>. Additional proof may be required to substantiate a personal necessity leave claimed under this reason.

The employee shall request approval of such a leave on the appropriate form. If the employee wished such leave charged against accumulated sick leave, it must be requested in writing by completing the appropriate box on the Absence Verification Form.

Additional proof may be required to substantiate any employee's claim for a leave of personal necessity.

Pursuant to Labor Code, Section 233, an employee may use the amount of sick leave he or she earns in six months to care for a parent, spouse, registered domestic partner, or child with an illness. All conditions and restrictions placed by the District upon the use by an employee of sick leave also shall apply to the use by an employee of sick leave for purposes of this

# PERSONAL NECESSITY LEAVE FOR ADMINISTRATORS AND CLASSIFIED MANAGEMENT PERSONNEL

paragraph. The number of sick leave days available for purposes of this paragraph are in addition to the days which may be used for purposes of personal necessity leave.

### References:

California Education Code, Sections 87781.5, 87784, 88194, and 88207 Labor Code, Section 233, 230.7, 230.8, 230.(g)

Adopted: 6-04-69 Revised: 2-22-72 Revised: 1-10-77 Revised: 4-10-89 Revised: 4-26-99 Revised: 1-31-05

Reviewed by BPARAC & Chancellor on 7-6-11 No Recommended Change to Policy

ITEM: 6.9 DATE: 3/26/12

**TO:** Board of Trustees

FROM: Gary L. Poertner, Chancellor

**RE:** Academic Personnel Actions – Regular Items

**ACTION:** Approval/Ratification

# **BACKGROUND**

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

# **STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

Those academic personnel actions shown in Exhibit A are presented to the Board of Trustees for approval/ratification to be effective on the dates as shown on the Exhibit.

# **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve/ratify the academic personnel actions as shown in Exhibit A.

#### ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS

#### A. <u>NEW PERSONNEL APPOINTMENTS</u>

## 1. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF

			Approx.	
A 12	III da a		Salary	04 . D .
<u>Applicant</u>	<u>Highest Degree</u>	Assignment	<u>Placement</u>	Start Date
McClure, Daniel	MA/History	History/SC	II/1	08/20/12
Quinn, Christopher	MA/Geography	Geography/SC	II/1	08/20/12

## ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF (Ratified - Pursuant to Board Policy 4002.1)

			Approx. Salary	
Applicant Foults, Coralyn	Highest Degree MA/English	Assignment Writing/IVC	Placement II/1	Start Date 01/17/12

#### **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.

			Approx.	
			Salary	
<b>Applicant</b>	Highest Degree	Assignment	<b>Placement</b>	Start Date
Firoozi, Mina	BS/Biology	Health Sciences/SC	I/1	02/01/12

Equivalency is based on coursework completed in clinical laboratory sciences at Sonoma State University and medical technology training, as well as, extensive professional experience at the California Pacific Medical Center. Ms. Firoozi has a specialized clinical laboratory sciences certificate in addition to her biology degree from California Pacific Medical Center in San Francisco, CA. She has a California State license for American Society of Clinical Pathologists and a national license for Clinical Laboratory Scientist (CLS). Ms. Firoozi has 20 years of experience as a CLS supervisor and as Technical Manager in the Chemistry department at St. Jude Medical Center, Fullerton CA. Her experience includes managing daily laboratory activities and planning new projects in the Chemistry department. Ms. Firoozi is also the clinical preceptor for the Medical Laboratory Technician (MLT) program at Saddleback College for students at St. Jude Medical Center.

March 26, 2012

<sup>&</sup>lt;sup>1</sup> Correction to salary placement per approved Academic Salary Schedule 2011/12. Originally approved on 2/27/12 Board Agenda as a II/6.

## A. <u>NEW PERSONNEL APPOINTMENTS</u> - Continued

	Approx.	
	<u>Salary</u>	
<u>ent</u>	<u>Placement</u>	Start I

Mat to

ApplicantHighest DegreeAssignmentPlacementStart DateMcNicol, WilliamBS/KinesiologyKinesiology/SCI/103/19/12

Equivalency is based upon a Bachelor of Science degree in Kinesiology from the University of Nevada, Las Vegas, Nevada, and over seven years of coaching experience. Mr. McNicol will receive his Master of Arts degree in Coaching and Athletic Administration from Concordia University as of May 2012. Mr. McNicol is currently coaching soccer at Santa Ana College.

## B. VOLUNTARY TRANSFER ACADEMIC FULL-TIME FACULTY

- 1. SADDLEBACK COLLEGE, Division of Kinesiology and Athletics, seeks authorization to reclassify the following Academic Faculty position within their department.
  - 1a. REPLACE PHYSICAL EDUCATION INSTRUCTOR/MEN'S BASEBALL COACH, by <u>eliminating</u> Pos. #1012, full time Faculty Salary Schedule, 36 hours per week, 10 months per year, from its staff complement, and <u>establishing</u> KINESIOLOGY INSTRUCTOR/HEAD BASEBALL COACH, full time Faculty Salary Schedule, 36 hours per week, 10 months per year, to its staff complement, effective August 15, 2011. (Position #1012 was approved December 5, 1988)
  - 1b. TRANSFER MCCARTNEY, THEODORE SOMMER, ID #9002, from Health and Assistant Baseball Coach, Pos. #2965, Academic Salary Range 5, Step 8, 36 hours per week, 10 months per year, to Kinesiology Instructor/Head Baseball Coach, Academic Salary Schedule, Range 5, Step 8, 36 hours per week, 10 months per year, effective August 15, 2011, per Article XIX, Section II, of the Academic Employee Master Agreement. This is a replacement for John Hodges, who retired.

#### C. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2011/2012 fiscal years.

		Not to	
		Exceed	
<u>Name</u>	Activity	Amount (\$)	Effective Date
Chen, Joanne	Registry Faculty Job Fair/IVC	100.00	01/28/12-01/28/12
Farnsworth, Robert	Registry Faculty Job Fair/SC	100.00	01/28/12-01/28/12
Gilman, Bruce	Registry Faculty Job Fair/SC	100.00	01/28/12-01/28/12
Huntley, Tony	Registry Faculty Job Fair/SC	100.00	01/28/12-01/28/12
Kirk, Julie	Registry Faculty Job Fair/IVC	100.00	01/28/12-01/28/12
Laszlo, Mariahazy	GIS Program Revitalization/SC	750.00	02/01/12-05/17/12
McDonough, Mary	Facilitator, Human Dev./IVC	2,753.60	01/09/12-05/18/12
Rousseau, Michele	Registry Faculty Job Fair/SC	100.00	01/28/12-01/28/12
Silveira, Lisa	Registry Faculty Job Fair/SC	100.00	01/28/12-01/28/12
Teng, Anthony	Registry Faculty Job Fair/SC	100.00	01/28/12-01/28/12

#### D. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for 2011/2012 fiscal years.

		Not to	
		Exceed	
<u>Name</u>	Activity	Amount (\$)	Effective Date
Cesareo-Silva, C.	BSI Project, Student Success/SC	619.56	01/09/12-05/18/12
Chatkupt, Terry	Co-project Dir/New MediaCtr/IVC	1,105.00	04/02/12-05/09/12
Grabau, M. Scott	Curric. Dev, Tech. Theatre/IVC	1,200.00	04/01/12-06/15/12
Horan, Elizabeth	BSI Project, Student Success/SC	619.56	01/09/12-05/18/12
Jensen, Dianne J.	BSI Project, ESL Wkshop/SC	68.84	08/22/11-12/18/11
Knapp, Rebecca	Pogram Facilit./Chamber Com./SC	1,000.00	01/03/12-06/01/12
Mathur, Roopa	Co-project Dir/NewMedia Ctr/IVC	1,105.00	04/02/12-05/09/12
Meyer, Cliff	Curric. Dev./Hybrid Car Tech/SC	1,250.00	01/03/12-05/18/12
Smith, Christina	BSI Project, Student Success/SC	619.56	01/09/12-05/18/12

## E. REDUCED WORKLOAD PROGRAM WITH STRS RETIREMENT

 MCGRATH, GERALD A., ID #3013, Communication Arts (Photo) Instructor, School of Fine Arts, Irvine Valley College, Pos #1997, has been considered eligible by STRS to participate in a reduction in teaching contract to 50% workload for the academic year 2012-13, in accordance with Article XXXI, Section I, of the Academic Employee Master Agreement 2011-14.

#### F. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

 CLARK, JEFFREY, ID#2501, English Composition Instructor, Pos #1707, Academic Salary Column V, Step 26, Division of Liberal Arts, Saddleback College, resignation effective May 18, 2012, and retirement effective May 19, 2012. Payment is authorized for any compensated time off. (Start date: August 18, 1989)

ITEM: 6.10 DATE: 3/26/12

TO:

**Board of Trustees** 

FROM:

Gary L. Poertner, Chancellor

RE:

Classified Personnel Actions - Regular Items

**ACTION:** 

Approval/Ratification

## **BACKGROUND**

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

## **STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

# **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve/ratify the classified personnel actions as shown in Exhibit A.

#### CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

#### A. NEW PERSONNEL APPOINTMENTS

- 1. CLASSIFIED EMPLOYMENT (Information Items Pursuant to Board Policy 4002.1)
  - a. HAMAD, RANIA is to be employed as Career Services Technician, Pos. #3487, Division of Counseling Services and Special Programs, Saddleback College, Classified Bargaining Unit Salary Range 121, Step 1, 40 hours per week, 12 months per year, effective March 1, 2012. This is a replacement position for Michael Engels, who resigned.
  - b. ROSET, MASON is to be employed as Lab Technician, Photography and Art, Pos. #4450, Division of Fine Arts and Media Technology, Saddleback College, Classified Bargaining Unit Salary Range 122, Step 1, 20 hours per week, 10 months per year, effective February 13, 2012. This position was approved by the Board of Trustees for an increase in hours on February 27, 2012.
- 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	Classification	Range/Step	Start Date
Cubillos-Bezanilla, S.	Administrative Assistant/IVC	121/1	02/24/12
Daniel, Dean	Custodian/SC	113/1	02/28/12
Hernandez, Enrique	Custodian/SC	113/1	02/13/12
Regan, Cheryl	Health Office Assistant/SC	115/1	02/27/12
<sup>1</sup> Severin, Lynn	Accounting Specialist/Dist.	127/1	02/24/12
<sup>2</sup> Wyche, Dennis	Retired Substitute/SC	\$38.22/hr	02/14/12

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2011/2012** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

Name	<u>Position</u>	Hourly Rate(\$)	Start/End Date
Aviles, Denise	Project Specialist/SC	20.00	02/16/12-06/30/12
Bremen, Eric	Project Specialist/SC	13.00	02/09/12-06/30/12
Clute, Michael	Project Specialist/SC	16.00	02/23/12-06/30/12
Cubillos-Bezanilla, S.	Project Specialist/IVC	20.00	02/22/12-02/24/12
Duke, Mardi	Project Specialist/SC	8.50	02/10/12-06/30/12
Farah, Jaclyn	CDC Aide/SC	12.00	02/16/12-06/30/12
Hellriegel, John	Project Specialist/SC	16.00	01/25/12-06/30/12
Jacobsen, Marybeth	Project Specialist/Dist.	16.00	03/05/12-06/30/12
Klassen Jost, Donna	Project Specialist/SC	16.00	02/28/12-06/30/12
Madani, Mahsa	Project Specialist/IVC	16.00	02/06/12-06/30/12
Martinez, Angelina	Project Specialist/IVC	16.00	02/15/12-06/30/12

<sup>&</sup>lt;sup>1</sup> Wife of Daniel Johnson, Senior Programmer Analyst, Information Technology, Office of Technology & Learning Services, District.

<sup>&</sup>lt;sup>2</sup> Father of Sonja Wyche, Human Resources Specialist, Office of Human Resources, District. Retired from SOCCCD, working in previous assignment as Irrigation Systems Specialist.

#### A. <u>NEW PERSONNEL APPOINTMENTS</u> - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2011/2012** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

Name	Position	Hourly Rate(\$)	Start/End Date
McLain, Heather	TMD Aide/SC	8.50	02/28/12-06/30/12
<sup>3</sup> Parra, Christina	Clerk, Short-Term/SC	12.00	02/15/12-06/30/12
Pham, Peter	Special Project Coord./IVC	40.00	02/15/12-06/30/12
Phelps. Riley	TMD Aide/SC	8.50	02/09/12-06/30/12
Raissian, Behnaz	Project Specialist/SC	16.00	03/06/12-06/30/12
<sup>1</sup> Severin, Lynn	Project Specialist/Dist.	20.00	02/22/12-06/3/012
Smith, Justin	Project Specialist/SC	13.00	02/14/12-06/30/12
Tung, Haiyung	Coaching Aide/IVC	15.00	01/09/12-06/30/12
Zotinca, Alexander	Coaching Aide/IVC	15.00	02/24/12-06/30/12

4. The following individuals are to be employed on a temporary basis, as **Professional Expert** (Community and Contract Education), Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the 2011/2012 academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	Not to Exceed(\$)	Start/End Date
Coplan, Adam	Comm. Ed/SC	2500.00/cs	02/10/12-06/30/12
Crispino, Aaron	Tutor/IVC	12.00/hr	02/10/12-06/30/12
Dexter, Steve	Comm Ed./SC	2500.00/cs	02/27/12-06/30/12
Dilley, Steven	Comm. Ed./SC	2500.00/cs	01/05/12-06/30/12
Dinh, Amber	Tutor/IVC	12.00/hr	02/27/12-06/30/12
Do, Tin	Tutor/SC	8.50/hr	02/09/12-06/30/12
Ferrera, Michael Lynn	Tutor/IVC	12.00/hr	02/27/12-06/30/12
Greenspan, Frances	Comm. Ed./SC	2500.00/cs	02/14/12-06/30/12
Harris, Randeleigh	Comm. Ed./SC	2500.00/cs	02/23/12-06/30/12
Hasnain, Amir	Tutor/IVC	10.00/hr	02/15/12-06/30/12
⁴Huggins, Barbara	Clinical Skills Spec./SC	30.00/hr	02/07/12-06/30/12
Khan, Samer	Tutor/SC	12.00/hr	02/13/12-06/30/12
Lee, Won	Tutor/IVC	12.00/hr	02/14/12-06/30/12
Magrann, Brooke	Model/SC	22.00/hr	02/21/12-06/30/12
Mikhael, Sameira	Comm. Ed./SC	2500.00/cs	02/09/12-06/30/12
Nelson (Lincke), Christy	Comm. Ed./SC	2500.00/cs	02/16/12-06/30/12
Prather (Bent), Jeanette	Comm. Ed./SC	2500.00/cs	03/05/12-06/30/12
Sentenn, Johanna	Tutor/IVC	12.00/hr	02/27/12-06/30/12
Sipes, Jessica	Interpreter/SC	38.00/hr	02/15/12-06/30/12
Tran, Caonhu	Clinical Skills Spec./SC	30.00/hr	03/05/12-06/30/12
Unoura, Susan	Comm. Ed./SC	2500.00/cs	02/07/12-06/30/12

<sup>&</sup>lt;sup>3</sup> Daughter of Lori Parra, Extended Opportunity Program Specialist – Bilingual, Division of Counseling Services & Special Programs, Saddleback College.

<sup>&</sup>lt;sup>4</sup> Mother of Jennifer Huggins, Student Help, DSPS, School of Guidance and Counseling, Irvine Valley College.

# B. <u>AUTHORIZATION TO ELIMINATE CLASSIFIED POSITION AND/OR POSITION NUMBERS</u>

1. DIRECTOR OF INSTRUCTIONAL SUPPORT SERVICES, Pos. #3051, Classified Management Salary Range 8, Office of Physical Plant, Saddleback College seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective February 28, 2012. (Position approved: August 30, 2004)

## C. <u>AUTHORIZATION TO CHANGE FUNDING FOR A CLASSIFIED POSITION</u>

- 1. SADDLEBACK COLLEGE, Division of Health Sciences and Human Services, seeks authorization to change the funding for a Classified Bargaining Unit Position.
  - 1a. HEALTH SCIENCE AND HUMAN SERVICES PROGRAM SPECIALIST, Categorical, Pos. #4160, Classified Bargaining Unit Salary Range 123, 40 hours per week, 12 months per year position was funded by the Allied Health Programs MLT Grant, is to begin being funded by the CTE Health Career Boot camp grant effective March 1, 2012. This position is appointed to Catherine Ayad, ID #14726, with employment now contingent upon funding by the CTE Health Career Boot camp grant. (Position approved: June 22, 2009)

#### D. RELOCATION OF REPORTING STRUCTURE FOR A CLASSIFIED POSITION

- 1. IRVINE VALLEY COLLEGE, Office of Physical Plant, seeks authorization to change assigned work location for two Classified Bargaining Unit positions within its reporting structure.
  - 1a. BUILDING MAINTENANCE WORKER, Pos. #3844, Classified Bargaining Unit Salary Range 124, assigned work location at Advanced Technology and Education Park Facility has begun to report at the Irvine Valley College campus effective February 27, 2012. (Appointed to Ramon Montiel, ID #14787)
  - 1b. LEAD BUILDING MAINTENANCE WORKER, Pos. #3164, Classified Bargaining Unit Salary Range 130, assigned work location at Irvine Valley College has begun to report at the Advanced Technology and Education Park Facility effective February 27, 2012. (Appointed to Anthony Sidoti, ID #4079)

#### E. CHANGE OF STATUS

- 1. CLASSIFIED EMPLOYMENT (Information Items Pursuant to Board Policy 4002.1)
  - a. NUNEZ, MARIA-ESTER, ID #12242, Counseling Office Assistant, Pos. #4273, Classified Bargaining Unit Salary Range 115, Step 6, 40 hours per week, 12 months per year, School of Guidance and Counseling, Irvine Valley College, is to be employed as Extended Opportunity Program Specialist, Pos. #3381, Classified Bargaining Unit Salary Range 121, Step 4, 40 hours per week, 12 months per year, EOPS, School of Guidance and Counseling, Irvine Valley College, effective March 1, 2012. This is a replacement position for Anna Smith, who was given a change in status.

## E. CHANGE OF STATUS - Continued

- 1. <u>CLASSIFIED EMPLOYMENT</u> (Information Items Pursuant to Board Policy 4002.1)
  - b. POLING, ELLEN, ID #15717, Veterans Office Assistant, Pos. #4015, Classified Bargaining Unit Salary Range 115, Step 4, 28 hours per week, 12 months per year, Office of College Fiscal Services, Saddleback College, is to be employed as Fiscal/Veterans Specialist, Pos. #4419, Classified Bargaining Unit Salary Range 126, Step 1, 29 hours per week, 12 months per year, Office of College Fiscal Services, Saddleback College, effective February 22, 2012. This position was approved by the Board of Trustees on August 29, 2011.

## F. OUT OF CLASS ASSIGNMENTS

- 1. BUCKLEY, ANN, ID #18123, Human Resources Assistant, Pos. #3464, Classified Bargaining Unit Salary Range 121, Step 2, 40 hours per week, 12 months per year, Office of Human Resources, District, has been given a temporary change in assignment to Human Resources Specialist, Pos. #3389, Classified Bargaining Unit Salary Range 127, Step 1, 40 hours per week, Office of Human Resources, District, effective, February 1, 2012. This is a temporary reassignment for Patti Helton, who has been temporarily reassigned.
- 2. DAI, FARIBA, ID #14044, Senior Admissions and Records Specialist Bilingual, Pos. #3229, Classified Bargaining Unit Salary Range 126, Step 3, plus 2% bilingual stipend, 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 Range 129, Step 3, 40 hours per week, Division of Admissions, Records and Enrollment Services, Saddleback College, effective March 12, 2012. This is a temporary replacement for Monika Connolly, who will be on leave.
- 3. JAMES, MICHAEL, ID #5136, Assistant Director of Facilities, Pos. #3997, Classified Management Salary Range 7, Step 10, 40 hours per week, 12 months per year, Office of Physical Plant, Saddleback College, has been given a temporary change in assignment to Acting Assistant Director of Facilities Capital Outlay Projects, Pos. #4503, Classified Management Salary Range 8, Step 9, 40 hours per week, Office of Physical Plant, Saddleback College, effective February 28, 2012. This position was approved by the Board of Trustees on February 27, 2012.
- 4. <sup>5</sup>LAKOW-ORAM, GINA, ID #10094, Health Office Assistant, Pos. #3884, Classified Bargaining Unit Salary Range 115, Step 2, 20 hours per week, 12 months per year, Student Health Center, Office of Student Services, Saddleback College, has been given a temporary change in assignment to Senior Health Office Assistant, Pos. #2820, Classified Bargaining Unit Salary Range 124, Step 1, 40 hours per week, Student Health Center, Office of Student Services, Saddleback College, effective February 27, 2012 through March 5, 2012. This was a temporary reassignment for Robyn Wilson, who was on leave.

<sup>&</sup>lt;sup>5</sup> Daughter of I. Antonia Lakow, Senior Human Resources Specialist, Office of Human Resources, District; Sister of Maria Lakow, Sr. Administrative Assistant, Information Technology Center, Saddleback College and William Lakow, Multimedia Technician, Office of College Technology, Saddleback College.

## F. OUT OF CLASS ASSIGNMENTS - Continued

- 5. MC DONALD, ANITA, ID #16094, Human Resources Assistant, Pos. #3669, Classified Bargaining Unit Salary Range 121, Step 4, 40 hours per week, 12 months per year, Office of Human Resources, District, has been given a temporary change in assignment to Human Resources Specialist, Pos. #4482, Classified Bargaining Unit Salary Range 127, Step 2, 40 hours per week, Office of Human Resources, District, effective March 12, 2012. This is a temporary reassignment in a vacant position approved by the Board of Trustees on November 16, 2011.
- 6. MURILLO, JEANETTE, ID #17074, Library Assistant II, Pos. #4442, Classified Bargaining Unit Salary Range 119, Step 4, 40 hours per week, 12 months per year, School of Library Services, Irvine Valley College, has been given a temporary change in assignment to Library Technician, Pos. #4498, Classified Bargaining Unit Salary Range 125, Step 2, 40 hours per week, School of Library Services, Irvine Valley College, effective March 5, 2012. This is a temporary reassignment in a vacant position which was approved by the Board of Trustees on February 27, 2012.
- 7. ORLICH, VICTORIA, ID #16839, Program Assistant, categorical, Pos. 3988, a grant funded position, Classified Bargaining Unit Salary Range 118, Step 4, 20 hours per week, 12 months per year, Division of Health Sciences and Human Services, Saddleback College, has been given a temporary change in assignment to Program Assistant, categorical, Pos. #3607, a grant funded position, Classified Bargaining Unit Salary Range 118, Step 4, 40 hours per week, Division of Health Sciences and Human Services, Saddleback College, effective February 28, 2012. This is a temporary reassignment for a vacant position funded by the HIT Program, Economic and Workforce Development Grant, with employment contingent upon the availability of these funds.
- 8. RADEVA, NIKOLINA, ID #18074, Library Assistant I, Pos. #3953, Classified Bargaining Unit Salary Range 115, Step 2, 20 hours per week, 12 months per year, School of Library Services, Irvine Valley College, has been given a temporary change in assignment to Library Assistant II, Pos. #4442, Classified Bargaining Unit Salary Range 119, Step 1, 40 hours per week, School of Library Sciences, Irvine Valley College, effective March 5, 2012. This is a temporary reassignment for Jeanette Murillo, who is temporarily reassigned.

#### G. LEAVE OF ABSENCE

1. CARTER, DARRYL, ID #11858, Custodian, Pos. #1427, Classified Bargaining Unit Salary Range 113, Step 6, 40 hours per week, 12 months per year, Facilities Custodial, Office of Physical Plant, Saddleback College has been approved for a leave of absence without pay, but with benefits, effective January 4, 2012 through February 27, 2012.

## H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. EBERLIN, MICHELLE, ID #17476, Program Assistant, Categorical, Pos. #3607, Classified Bargaining Unit Salary Range 118, Step 2, 40 hours per week, 12 months per year, Division of Health Sciences and Human Services, Saddleback College, resignation effective March 1, 2012. Payment is authorized for any compensated time off. (Probationary Start date: August 25, 2011)

## H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT - Continued

2. MARTIN, VALERIE, ID #4218, Senior Administrative Assistant, Pos. #3787, Classified Bargaining Unit Salary Range 127, Step 6, 40 hours per week, 12 months per year, Division of Business Sciences and Economic and Workforce Development, Saddleback College, resignation effective May 11, 2012, and retirement effective May 12, 2012. Payment is authorized for any compensated time off. (Permanent Start date: January 2, 1991)

## I. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the 2011/2012 academic year.

Counseling Services and Special Services, Saddleback College

Byeon, Yukyeong

Sanchez, Bryan

Fine Arts and Media Technology, Saddleback College

Berkson, Brianna

Berkson, Nancy

Lee, Alexandra

Lee, Cyndi

Lopez, Aida

Molina, Karla

Schwartz, Hannah

Steinberg, Stanley

Fine Arts, Irvine Valley College

Edgington, Allen

Kapchinske, Lisa

Humanities & Languages, Irvine Valley College

Asano, Mariko

He, Di

Tsao, Shu-Ying

Kinesiology and Athletics, Saddleback College

Swiatkowski, Paulina

Kinesiology, Health and Athletics, Irvine Valley College

Gonzales, Aundrea

Islas, Etren

Library Services, Irvine Valley College

Ren, Jenny

Reshetnyak, Vladislav

Sonawane, Vaishali

Yang, IHongzhe (Daniel)

Life Sciences and Technology, Irvine Valley College

Salina, Sergio

Salinas, Stephanie

Sentenn, Johannah

Office of Public Information, Marketing and Media Services, Irvine Valley College

Finch, Graham

Online Education and Learning Resources, Saddleback College

Ardakani, Zia Misaghian Strauss, Carolyn Jones, Christopher Whitridge, Jeff

Melo, Nikki Wilk, Don

Zadmehr, Sara

ITEM: 7.1 DATE: 3/26/12

TO:

**Board of Trustees** 

FROM:

Gary L. Poertner, Chancellor

RE:

Saddleback College and Irvine Valley College: Speakers

**ACTION:** 

Information

# **BACKGROUND**

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

# **STATUS**

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

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	Topic
3/21/12 2:00pm	BGS200	Sylvia Montana	Photo 25 / History of Photography	Bob Ortiz	Photography
3/22/12 3:00pm	SSC212	Terence Nelson	Celebration of Women in Military History Week	Lindsey Wathen, Gina Rawson, Kathy Kral, David Arnold	Thank Your Sheros Event
5/18/12 9:00am	Gym	Tod Burnett	SC Commencement Speaker	Dr. Jack Scott	Graduation

# **IRVINE VALLEY COLLEGE**

Presentation Date/Time	Location	Faculty Member	Course Title/Activity	Speaker	Торіс
2/28/12 2:00pm	B 106	Bonnie Massey	Sociology/Human Development 15	Dustin Smetona, ChildShare	Foster Care and Adoption

**DATE:** 3/26/12

**TO:** Board of Trustees

FROM: Gary L. Poertner, Chancellor

**RE:** SOCCCD: Basic Aid Report

**ACTION:** Information

# **BACKGROUND**

The Board of Trustees has requested regular information reports about projected basic aid receipts and approved projects.

# **STATUS**

EXHIBIT A shows actual Basic Aid receipts since the District became a Basic Aid District in 1999/2000, as well as the projects that the Board of Trustees has approved for funding with Basic Aid Funds. As of 2/27/12 Total Basic Aid Estimated Receipts of \$433.1M less Total Approved Projects in the amount of \$393.7M leaves a \$39.4M balance for uncommitted Basic Aid Funds. EXHIBIT B shows actual and estimated expenditures for Basic Aid Funds. It should be noted that some of the approved projects are for state funded project match. Although approved, these funds will not be needed until the projects are approved by the State for funding.

There are no changes in the Basic Aid allocation for February, 2012.

The District estimates receipts in future years as follows:

<u>Year</u>	Basic Aid Receipts
2011 – 2012 2012 – 2013	\$39,203,922 \$36,317,404
2012 – 2013 2013 – 2014 2014 – 2015	\$35,279,068 \$34,204,878

# South Orange County Community College District Board Approved Basic Aid Project Distribution As of February 27, 2012 Board Meeting

	1999-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	Total
Actual Basic Aid Receipts Estimated Basic Aid Receipts 2011/	\$114,528,126 12	\$46,899,203	\$52,896,017	\$50,692,873	\$51,179,365	\$39,022,021	\$38,737,963	\$393,955,568 \$39,203,922
							Total Receipts	\$433,159,490
						Total App	roved Projects	\$393,742,188
						Uncommitted B	asic Aid Funds	\$39,417,302

Approved Projects	District-wide Gen. Exp.	ATEP	District Services	IVC	SC	Total
2005/06 Allocation for Salary Schedule Restructure			\$354,301	\$1,422,791	\$2,467,908	\$4,245,000
College Instructional Equipment Allocation				\$468,000	\$924,000	\$1,392,000
Retiree Benefit Liability Contribution	\$38,017,938				7	\$38,017,938
College/District Contributions for Debt Retirement			\$101,000	\$1,727,469	\$2,552,232	\$4,380,701
College Scheduled Maintenance Projects				\$1,673,000	\$3,327,000	\$5,000,000
Campus Appearance Improvement				\$335,000	\$665,000	\$1,000,000
Technology Needs for IVC, SC, ATEP & District		\$136,477	\$5,297,000	\$5,203,275	\$8,667,343	\$19,304,095
ATEP First Building Phase 3A		\$12,500,000				\$12,500,000
ATEP Operating Budget		\$10,963,521				\$10,963,521
ATEP Staffing, Equipment, Program Development		\$891,611				\$891,611
ATEP Renovation/Temp Bldgs		\$7,964,191				\$7,964,191
ATEP Building Demolition		\$7,000,000				\$7,000,000
ATEP Hangar & Chapel Utilities		\$0				\$0
ATEP Site Development		\$340,436				\$340,436
ATEP Site Development Negotiations		\$4,265,883				\$4,265,883
ATEP Development		\$3,750,000				\$3,750,000
ATEP Parking Lot Renovation		\$176,414				\$176,414
College Science Equipment & TV Studio Updates				\$500,000	\$500,000	\$1,000,000
College Sports Facilities				\$1,238,600	\$817,310	\$2,055,910
COPS Debt Retirement Contribution	\$34,400,000					\$34,400,000
IVC Business & Technology Innovation Center				\$10,182,000		\$10,182,000
IVC Design and Install Entrance from Barranca				\$2,850,000		\$2,850,000
IVC Fine Arts Building				\$7,352,000		\$7,352,000
IVC Floor Repairs				\$58,340		\$58,340
IVC Life Sciences Project				\$17,410,000		\$17,410,000
IVC Lot Expansion and Phase 1 of Lot 6				\$1,476,759		\$1,476,759
IVC Maintenance and Police Facility				\$4,553,656		\$4,553,656
IVC Modular Building - AT100				\$370,000		\$370,000
IVC Landscaping (PAC & BSTIC)				\$1,796,000		\$1,796,000
IVC Performing Arts Center				\$17,006,209		\$17,006,209
IVC Utility Service Project				\$416,000		\$416,000
IVC Remove/Relocate IVC Maint., Police, Whse, & A-500 Bldgs				\$484,122		\$484,122
IVC Modular Building Replacement (CEC)				\$197,402		\$197,402

Approved Projects	District-wide Gen. Exp.	ATEP	District Services	IVC	SC	Total
IVC Science Lab Addition & Remodel				\$6,980,000		\$6,980,000
IVC A-300 Building Remodel				\$1,902,389		\$1,902,389
IVC A-400 Building Remodel				\$1,000,000		\$1,000,000
IVC Early College Program				\$60,000		\$60,000
IVC Replace Main Water Valves				\$275,000		\$275,000
IVC Replace Natural Gas Piping A&B Quads				\$230,000		\$230,000
IVC Repair Exteriors A100, A200, A300, A400, B100				\$400,000		\$400,000
IVC SSC HVAC System				\$800,000		\$800,000
SC Energy Management System					\$657,400	\$657,400
SC M/S/E Bldg, Soil, & Slab Repairs					\$128,710	\$128,710
SC M/S/E Plaza Repair					\$69,288	\$69,288
SC M/S/E Renovation					\$39,000	\$39,000
SC M/S/E Bldg Ventilation System					\$0	\$0
SC Building Repairs TAS Building	<del> </del>				\$1,956,000	\$1,956,000
SC Building Repairs/Library Remodel					\$20,141,000	\$20,141,000
SC Demolition of Lower Campus Buildings					\$1,719,000	\$1,719,000
SC Demolition 2007/08	<del> </del>			· · · · · · · · · · · · · · · · · · ·	\$1,000,000	\$1,000,000
SC Village Remodel	1				\$4,130,000	\$4,130,000
SC Village Expansion	+				\$3,942,000	\$3,942,000
SC Golf Driving Range Net Replacement	+				\$300,000	\$300,000
SC Health Science/District Office Building	1		\$7,012,875		\$8,238,780	\$15,251,655
SC Hire Consultant for Parking/Traffic Study	-		ψ1,012,010		\$24,250	\$24,250
SC McKinney Theater Lighting and Sound Systems Upgrade					\$1,335,000	\$1,335,000
SC BGS Mold Abatement and Air Quality Improvements	<del> </del>				\$8,724,200	\$8,724,200
SC Sciences Building					\$47,656,346	\$47,656,346
SC Science/Applied Science Bldg					\$14,850	\$14,850
SC Science/Applied Science Bidg SC Bridge Replacement	-				\$1,700,000	\$1,700,000
SC Pool Deck Replacement					\$1,500,000	\$1,500,000
SC Roof Replace Tech & Applied Science, Village Bldg 3-8	ļ				\$1,500,000	\$1,500,000
SC Roof Replace Fech & Applied Science, Village Bidg 3-6 SC Temporary Classroom Facilities					\$7,269,285	\$7,269,285
SC McKinney Theater Restroom Remodel	ļ				\$2,542,000	\$2,542,000
SC Loop Road	ļ				\$3,442,000	\$3,442,000
	<del> </del>		\$897,740		φ3,442,000	\$897,740
SOCCCD Replace HR & Bdgt Dev Systems			\$14,102,260			\$14,102,260
SOCCCD Student Information System Upgrade-Phase I/Phase II	C4 400 400		\$14,102,200			\$4,499,498
SOCCCD Districtwide Telephone System	\$4,499,498		£07.500			
SOCCCD Fiscal and HR Systems Repl.	\$70F.040		\$27,500			\$27,500
SOCCCD Consultant for District Educational & Facilities Master Plan	\$735,010		COE 044			\$735,010
SOCCCD HR Recruitment Work Plan	2005 000		\$85,911			\$85,911
SOCCCD Legislative Advocacy Services - Basic Aid	\$285,000					\$285,000
SOCCCD Enrollment Mgmt, Mktg, Outreach & Recruitment Efforts	\$329,830					\$329,830
SOCCCD Document Management Solution	\$659,202		00 744 770			\$659,202
SOCCCD IT Projects SC/IVC/ATEP Instruction & Student Services	64.600.04=		\$8,744,770			\$8,744,770
SOCCCD Legal Defense for Invocation Complaint	\$1,208,817					\$1,208,817
SOCCCD Additional 1% Contingency	\$1,278,101					\$1,278,101
SOCCCD Special Trustee/General Election Expense	\$1,398,988	0.47.000.700	000.000.000	000.000.015	0.407.0.40.000	\$1,398,988
Total Approved Projects	\$82,812,384	\$47,988,533	\$36,623,357	\$88,368,012	\$137,949,902	\$393,742,188

# South Orange County Community College District Expenditure History for Approved Projects

Project Description	A	1999/05	2005/06	2006/07	2007/08	2008/09	2009/10	2010/11	2012 and	
	Approved Amount	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Forward	Total
College Scheduled Maintenance Projects	5,000,000	381,124	900,200	431,327	161,938	1,428,062	1,184,918		512,432	5,000,000
2005/06 Allocation for Salary Schedule Restructure	4,245,000		4,245,000		-	-	-		-	4,245,000
2005/06 College Instructional Equipment Needs	1,392,000		438,461	41,503	378,311	473,955	55,237.32		4,532	1,392,000
Technology Needs for IVC, SC & District	19,304,095	2,394,995	3,580,783	3,178,825	3,647,238	3,919,852	1,226,921	923,579	431,902	19,304,095
Campus Appearance Improvement IVC & SC	1,000,000					378,837	215,312	144,365	261,486	1,000,000
ATEP Operating Budget*	10,963,521	266,981	706,587	1,119,887	1,841,834	2,273,645	2,401,548		2,353,039	10,963,521
ATEP Staffing, Equipment, Program Development	891,611					20,689	171,285		699,637	891,61
ATEP Renovation	7,964,191	1,000,339	1,035,239	3,838,068	1,318,978	103,660	450,213	153,872	63,821	
ATEP Building Demolition	7,000,000				-	61,693	12,192	1,439,404	5,486,711	7.000.000
ATEP Hangar & Chapel Utilities	-				-		-		-	
ATEP Site Development	340,436								340,436	340,436
ATEP Site Development Negotiations	4,265,883			12,066	887,067	1,080,568	592,509	618,846	1,074,828	
ATEP Development	3,750,000				565,425	1,041,250	750,807	735,035	657,483	
ATEP Parking Lot Renovation	176,413					- 1	176,205		208.340	
ATEP First Building Phase 3A	12,500,000								12,500,000	
College/District Contributions for Debt Retirement - COPS	4,380,701	2,894,983	1,485,718	-	-	-	-		-	4,380,701
Debt Retirement Contribution	34,400,000	26,000,000	4,200,000	4,200,000	-	-	-			34,400,000
IVC Business & Technology Innovation Center	10,182,000		25,860	981,852	5,563,594	2,292,938	23,716	-	1,294,039	10,182,000
IVC Design and Install Entrance from Barranca	2,850,000		9,950	-	-	-	41,576	45,644	2,752,829	2,850,000
IVC Fine Arts Building	7,352,000				61,163	115	-		7,290,722	7,352,000
IVC Floor Repairs	58,340	57,458	882	-	-	-	-1		-	58,340
IVC Life Sciences Project	17,410,000				-	81,776	793,360	448,231	16,086,633	17,410,000
IVC Lot Expansion and Phase 1 of Lot 6	1,476,759	1,500	222,418	1,183,432	69,409	-	-			1,476,759
IVC Maintenance and Police Facility	4,553,656	90,046	1,575,308	1,412,747	1,475,172	383	-		-	4,553,656
IVC Modular Building	370,000	370,000			-		-		-	370,000
IVC Landscaping (PAC & BSTIC)	1,796,000					-	105,493	146,485	1,544,022	
IVC Performing Arts Center	17,006,209	681,476	4,235,617	10,727,931	1,137,271	38,469	185,445		-	17,006,209
IVC Science Equip & TV Studio	500,000	500,000			-	-1			-	500,000
Sports Facilities	1,238,600	896,000			-	-	-		342,600	
IVC Replace Main Water Valves	275,000						6,035	76,957	192,008	
IVC Replace Natural Gas Piping A&B Quads	230,000						3,088	41,368	185,544	230,000
IVC Repair Exteriors A100, A200, A300, A400, B100	400,000						-	215,836	184,164	400,000
IVC SSC HVAC System	800,000						1,346	19,668	778,986	800,000
IVC Utility Service Project	416,000		125,332	220,576	315	-	-		69,778	416,000
IVC Remove/Relocate IVC Maint., Police, Whse, & A-500 Bldgs	484,123		35,700	413,103	29,853	5,466	-		-	484,123
IVC Modular Bldg Replacement (CEC)	197,402			197,402	-1	-	-			197,402
IVC Science Lab Addition & Remodel	6,980,000			276,823	86,014	2,373,462	2,024,161	412,531	1,807,009	6,980,000
IVC A-300 Bldg Remodel	1,902,389			49,177	94,785	1,529,452	228,508	467	•	1,902,389
IVC A-400 Bldg Remodel	1,000,000								1,000,000	1,000,000
IVC Early College Program	60,000				19,626	40,374	-		0	60,000
Retiree Benefits	38,017,938	5,874,987	3,361,039	4,681,912	10,500,000	500,000	2,500,000	-	10,600,000	38,017,938
SC - Energy Management System	657,400								657,400	657,400
SC M/S/E Bldg, Soil, & Slab Repairs	128,710	57,748		9,684	61,163	115	-		-	128,710
SC M/S/E Plaza Repairs	69,288				-	69,288	-		-	69,288
SC M/S/E Renovation	39,000				-	39,000	-		-	39,000
SC Building Repairs - TAS Building	1,956,000	26,775	97,135	28,465	-	1,048	-	13,800	1,788,776	1,956,000
SC Building Repairs - Library Remodel	20,141,000	77,892	-	-	-		511,511	9,685,166	9,866,431	20,141,000
SC Demolition of Lower Campus Buildings	1,719,000	981,290	737,255	-	-	-	-		455	1,719,000
SC Demolition and Upper Quad Remodel	1,000,000				-	-			1,000,000	1,000,000
SC Village Remodel	4,130,000				244,229	2,014,945	1,311,975	124,943	433,909	4,130,000
SC Village Expansion	3,942,000					463,110	2,942,595	474,450	61,844	3,942,000
SC Golf Driving Range Net Replacement	300,000		1,800	43,400	46,600	5,000	5,000	4,950	193,250	300,000
SC Health Science/District Office Building	15,251,655	15,043,551	189,994	5,096	13,014	-	-		0.460	15,251,655
SC Hire Consultant for Parking/Traffic Study	24,250	24,250	-	-	-	-	-		-	24,250
SC McKinney Theater Lighting and Sound Systems Upgrade	1,335,000	1,335,000				-	-			1,335,000

# South Orange County Community College District Expenditure History for Approved Projects

		1999/04	2005/06	2006/07	2007/08	2008/09	2009/10	2010/11	2012 and	
Project Description	Approved Amount	Actual	Forward	Total						
SC BGS Mold Abatement and Air Quality Improvements	8,724,200		682,740	3,735,624	4,277,090	28,746	-		-	8,724,200
SC Sciences Building (M/S/E annex)	47,656,346			29,595	-	-	-	258,563	47,368,187	47,656,346
SC Science Equip & TV Studio	500,000	500,000			-	-	-		-	500,000
SC Science/Applied Science Bldg	14,850	14,850	-	-	-	-	-		-	14,850
SC Sports Facilities	817,310	805,320	11,990		-	-	-		-	817,310
SC Bridge Replacement	1,700,000						2,693	97,266	1,600,041	1,700,000
SC M/S/E Bldg Ventilation System Upgrade	-						-		-	-
SC Pool Deck Replacement	1,500,000						23	1,276,844	223,133	1,500,000
SC Roof Replace Tech & Applied Science, Village Bldg 3-8	1,500,000						166,833	851,935	481,232	1,500,000
SC Temporary Classroom Facilities	7,269,285	714	3,729,338	3,341,007	105,308	450	300		92,168	7,269,285
SC McKinney Theater Restroom remodel	2,542,000			162,708	105,248	2,023,613	72,862	121	177,448	2,542,000
SC Loop Road	3,442,000				-	-	5,740	212,701	3,223,559	3,442,000
SOCCCD: Replace HR & Bdgt Dev Systems	897,740		208,797	672,943	16,000	-	-		0	897,740
SOCCCD: Student Information System Upgrade-Phase I/Phase II	14,102,260			3,515,073	5,304,918	4,111,633	1,099,661	4,250	66,725	14,102,260
SOCCCD: Districtwide Telephone System	4,499,498	3,764,183	627,911	107,404	- 1	-	-		0	4,499,498
SOCCCD: Fiscal and HR Systems Repl.	27,500		27,500		-	-	-		-	27,500
SOCCCD: Consultant District Educational & Facilities Master Plan	735,010		370,010		-	-	-	321,010	43,990	735,010
SOCCCD: HR Recruitment Work Plan	85,911	85,911			0	-	-		-	85,911
SOCCCD: Legislative Advocacy Services - Basic Aid	285,000	39,702	24,298	24,000	14,000	34,354	13,140		135,506	285,000
SOCCCD: Enrollment Mgmt/Mktg, Outreach & Recruit Strategy	329,830		184,690	85,327	59,813	-	-		-	329,830
SOCCCD: Document Management Solution	659,202								659,202	659,202
SOCCCD: IT Projects SC/IVC/ATEP Instruct & Student Svc	8,744,770						2,906,089	2,665,868	3,172,813	8,744,770
SOCCCD: Legal Defense for Invocation Complaint	1,208,817								1,208,817	1,208,817
SOCCCD: Additional 1% Contingency	1,278,101					-	-		1,278,101	1,278,101
SOCCCD: Trustee Election/General Election Expense	1,398,988	453,867			-	527,830	-	417,291	-	1,398,988
Totals	393,742,187	64,620,943	33,077,552	44,726,959	38,085,375	26,963,776	22,188,298	22,081,589	141,997,696	393,742,188

			2006/07			1	2010/11	2012 and
	1999/05 Actual	2005/06 Actual	Actual	2007/08 Actual	2008/09 Actual	2009/10 Actual	Actual	Forward
Commitments	141,294,076	11,145,072	34,465,912	70,908,593	54,256,170	37,446,916	41,176,493	3,048,955
Cumulative Commitments	141,294,076	152,439,148	186,905,060	257,813,653	312,069,823	349,516,739	390,693,233	393,742,188
Receipts	114,528,126	46,899,203	52,896,017	50,692,873	51,179,365	39,022,021	38,737,963	39,203,922
Cumulative Receipts	114,528,126	161,427,329	214,323,346	265,016,219	316,195,584	355,217,605	393,955,568	433,159,490
Cumulative Expenses	64,620,943	97,698,495	142,425,454	180,510,829	207,474,606	229,662,904	251,744,493	393,742,188
Cash Balances	49,907,183	63,728,834	71,897,892	84,505,390	108,720,978	125,554,701	142,211,075	39,417,302

EXHIBIT B Page 2 of 2

					2012 and		
Change from February 2012 Report:	Approved Amount				Forward	Total	
Total Change	1 2 Temp -						

**ITEM:** 7.3

**DATE:** 3/26/12

TO:

**Board of Trustees** 

FROM:

Gary L. Poertner, Chancellor

RE:

SOCCCD: Facilities Plan Status Report

**ACTION:** 

Information

# **BACKGROUND**

On August 30, 2004, the Board of Trustees received a list of projects under consideration for local funding and a report on the status of each project. The Board requested to be kept informed about these and other facilities projects.

# **STATUS**

EXHIBIT A provides an up-to-date report on the status of current construction projects.

# FACILITIES PLAN STATUS REPORT March 26, 2012

#### SADDLEBACK COLLEGE

#### 1. JAMES B. UTT LIBRARY REMODEL

	Original	Revision	Total
Original Project Budget:			\$21,124,000
State Match:	\$16,139,000		
State Match Reduced at Bid:		\$15,673,000	
Basic Aid Allocation:	\$ 4,985,000	\$15,272,000	\$20,257,000

<u>Budget Narrative</u>: Budget reflects Board agenda action on 10/24/04 and 6/22/09. The original state approved budget totaled \$21,124,000. During the project, the state indicated that they may not have the funding to provide their contribution and the district was required to fund any shortfall. The Board reallocated basic aid funding to cover the state's contribution. To date, the state has met all reimbursement claims with payment. Reimbursement will be evaluated in order to return equal amount to basic-aid funding in the very near future. Equipment funding of \$2,000,000 is outstanding.

Contractor delays result in extended costs for inspections and project management cost. Staff will seek reimbursement during settlement discussions with the contractor.

<u>Status</u>: The contractor is eight months behind schedule and is not recovering lost time. The contractor struggles with many aspects of project management such as meeting documentation requirements and managing sub-contractors. Staff evaluation concludes that replacing the contractor is less beneficial than staying the course at this stage of completion.

<u>In Progress</u>: Installation of interior and exterior doors and hardware on all three floors; Floor preparation for resilient vinyl flooring on first, second and third floors. Sheet vinyl installation at the first floor is 90% complete and is underway at the second floor and is 90% complete at the third floor. Installation of handrails is ongoing. Electrical trim-out is ongoing.

The District and furniture consultant are advancing vendor contracts for purchase of the FF&E.

<u>Recently Completed</u>: The hardscape and landscaping work at East and South elevation and cabinets throughout the building are complete.

<u>Focus</u>: Complete the flooring throughout the building to receive furniture and begin correction items.

Project Start: October 2004 Projected Finish: July 2012

## 2. SCIENCES BUILDING

	Original	Revision	Total
Original Project Budget:			\$58,835,000
State Match:	\$35,635,000		
Basic Aid Allocation:	\$3,867,000	\$43,789,346	\$47,656,346
Unassigned:	\$19,333,000	\$11,178,654	

Budget Narrative: Budget reflects Board agenda action on 8/26/08, 10/27/08, 4/27/09, 6/22/09, 5/24/10, and 2/28/2011. On February 28, 2011, the Board reassigned \$14,789,346 from other Saddleback College projects and applied \$29,000,000 from basic aid dollars to partially fund the Sciences building after three years running with no state funding. \$11,178,654 remains to be funded to arrive at the original project budget.

Status: The Programming Phase of the project is complete.

<u>In Progress</u>: Design Team meetings are held on an as-needed basis during the current Construction Documents Phase.

<u>Recently Completed</u>: Staff conducted meetings with the user group to consider educational display options and colors for the building. Geotechnical investigation of the site was conducted with the report submitted for review. Surveying and site utilities mapping is underway.

*Focus*: The team continues to research alternative energy solutions.

Project Start: March 2011	Projected Finish: October 2014
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#### 3. LOOP ROAD

Sandra CP	Original	Revision	Total
Original Project Budget:			\$11,697,00
EFMP Project Budget Revision:			\$8,997,583
State Match:	\$0		
Basic Aid Allocation:	\$3,442,000		
Unassigned:	\$8,255,000	\$5,555,583	

<u>Budget Narrative</u>: Budget reflects Board agenda action on 3/24/08. During the discovery phase and further defined through the Education and Facilities Master Plan (EFMP)

process, the architect determined the budget estimate to be \$8,997,583. Environmental impacts could increase the project estimate.

Status: Phase I planning is complete. Phase II work placed on hold.

In Progress: On Hold

<u>Recently Completed</u>: Phase II design work began and secondary effects were further defined during the Education and Facilities Master Planning Process. Secondary effects include parking lot modifications, thrower's park relocation including 20" tall fence, fence at practice field and runway and cage for discust hrow and shot put.

<u>Focus</u>: This project will be included in the Environmental Report that is underway and the college requested an opportunity to re-evaluate upon completion of that effort.

Project Start: I-February 2010, II-February 2011 Projected Finish: On Hold

#### 4. BRIDGE REPLACEMENT PROJECT

	Original	Revision	Total
Original Project Budget:			\$1,700,000
State Match:	\$0		
Basic Aid Allocation:	\$1,700,000		

<u>Budget Narrative</u>: Budget reflects Board agenda action on 3/25/10. The Board approved basic aid funding of \$1,700,000 for the southeast library bridge due to a finding of failing structural integrity.

<u>Status:</u> All construction is complete except revised handrails.

In Progress: Awaiting handrail installation.

<u>Recently Completed</u>: Revisions to associated handrails are in fabrication and a field clarification was sent for DSA approval.

Focus: DSA Close Out

Project Start: March 2010 Projected Finish: July 2012

#### 5. TAS RENOVATION PROJECT

	Original	Revision	Total
Original Project Budget:			\$8,755,055
EFMP Project Budget Revision:		\$5,977,395	\$14,732,450

State Match:	\$0		
Basic Aid Allocation:	\$1,956,000		
Unassigned:	\$6,799,055	\$12,776,450	

Budget Narrative: Budget reflects Board agenda action on 2/28/11. The current basic aid assignment of \$1,956,000 is sufficient to meet design costs. During the EFMP process, the college prioritized a complete building renovation, an increase in the scope reflected in the original budget which addressed a seismic upgrade with associated renovation. Additional swing space currently under consideration could increase the revised project estimate by approximately \$5,800,000.

<u>Status:</u> The College decided to maintain the Auto-Tech program during renovation.

*In Progress*: Options for the relocation of the Auto-Tech Program during the building renovation are being studied by the college and district.

<u>Recently Completed</u>: The architect and District have developed a programming schedule and end user design meetings continued last month.

<u>Focus</u>: Saddleback's Dean of Advance Technology and Applied Science and Vice President of Curriculum are pursuing a solution for Auto Tech swing space recommending assignment of additional basic aid funding through the allocation process.

Project Start: September 2011 Projected Finish: March 2015

## IRVINE VALLEY COLLEGE

#### 1. PERFORMING ARTS CENTER AND PARKING LOT 5 EXTENSION

	Original	Revision	Total
Original Project Budget:	_		\$16,304,000
Budget Revised at Bid:			\$33,613,000
State Match:	\$14,472,000		
Basic Aid Allocation:	\$1,832,000	\$19,141,000	

<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.

<u>In Progress</u>: There were 69 change orders requiring DSA approval. Approximately 12 remain outstanding and are necessary to arrive at DSA close out.

<u>Recently Completed</u>: Payment to DSA for increased project cost reflected through reviewed change orders. The final Notice of Completion was filed on September 24, 2007.

<u>Focus</u>: District staff and the architect continue coordination toward this DSA close out effort.

Project Start: October 2003 Projected Finish: July 2012

#### 2. B-200 SCIENCE LAB ANNEX AND B-239 REMODEL

	Original	Revision	Total
Original Project Budget:	0.18	110,1010	\$4,120,000
State Match:	\$0		<i>ϕ</i> 1,120,000
Basic Aid Allocation:	\$4,120,000	\$2,860,000	\$6,980,000

Budget Narrative: Budget reflects Board actions on 6/26/06 and 9/22/08.

<u>Status</u>: Construction complete and occupied. DSA Close Out underway.

<u>In Progress</u>: District staff and the architect continue coordination toward this DSA close out effort.

<u>Recently Completed</u>: The Notice of Completion was filed on July 8, 2010.

Focus: DSA Close Out

Project Start: February 2008 Projected Finish: May 2012

#### 3. LIFE SCIENCES PROJECT

	Original	Revisions	Total
Original Project Budget:			\$24,861,000
Budget Revised at Bid:			\$21,036,000
State Match:	\$17,393,000	-\$4,371,000	\$13,568,000
Basic Aid Allocation:	\$1,113,000	\$16,297,000	\$17,410,000
Unassigned:	\$3,626,000	\$1,469,242	, ,

<u>Budget Narrative</u>: Budget reflects Board agenda action on 6/22/2004, 5/23/2005, 3/24/2008, 4/27/2009, and 5/24/2010. The original state-approved budget totaled \$24,861,000 and was reduced to \$21,036,000 when a lower-than-estimated bid was received. During the project, the state indicated that they may not have the funding to provide their contribution and the district was required to fund any shortfall. The Board reallocated a portion of the short fall using basic aid funding. The state has reimbursed the district \$2,156,657 to date with an additional\$1,469,242 needed to bridge the gap

between allocated funding and the identified project budget. A majority of the state's contribution for construction funding and all equipment funding is outstanding.

<u>Status:</u> The project is seven months into the schedule which should equal 50% of the billing. Billing to December equals 20%. No additional billings have been approved though Surety involvement may resolve the contractor's fiscal issues and put this project back on course.

<u>In Progress</u>: Structural steel, framing, roof deck placement. Awaiting response from surety confirming contractor's position and providing release to the district such that payment may continue.

<u>Recently Completed</u>: The contractor and district staff met January 27, 2012, to discuss the tenuous project standing. The contractor requested that the district make payment to their surety who has stepped in to assist with meeting fiscal obligation. District staff provided the contractor with written notice that agreements made during the January 27<sup>th</sup> meeting must be maintained in order to avoid default.

<u>Focus</u>: The curtain wall was originally scheduled for submittal in July. The manufacturer that participated in the design for the original system went out of business and the new manufacturer declared that the original design could not be constructed. After many design coordination meetings, the contractor has not yet provided a submittal. Once received, the Division of the State Architect will review the curtain wall as a deferred approval. That review process has historically taken approximately five to six months and is expected to impact the project's scheduled completion.

Numerous management changes throughout the project have impacted the contractor's ability to perform. Stability within staffing will be one of the criteria for evaluating project viability.

Project Start: December 2008 Projected Finish: February 2013

## 4. FINE ARTS BUILDING

	Original	Revision	Total
Original Project Budget:			\$35,703,000
Anticipated State Match:	\$25,141,000		
Anticipated Basic Aid Allocation:	\$10,562,000	***************************************	
Unallocated:	\$35,703,000	-	

<u>Budget Narrative</u>: Budget reflects reporting as shown on State Chancellor's Office FUSION report fiscal year 2011-12.

<u>Status</u>: The District submitted a Final Project Proposal to the State Chancellor's Office on June 30, 2008. Funding was pushed back first to December, 2009, and again to

September, 2010. The District re-submitted once more with a shift of funding to the 2013-2014 fiscal year. Though final budget will be resolved after the State Chancellor's Office has completed the funding process.

In Progress: On Hold

Recently Completed: On Hold

Focus: Awaiting State Chancellor's Office funding approval

Project Start: On Hold		Projected Finish:

## 5. BARRANCA ENTRANCE

	Original	Revision	Total
Original Project Budget:	_		\$2,850,000
Anticipated State Match:	-	-	
Basic Aid Allocation:	\$2,850,000	1 <u>-</u>	

<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.

<u>Status</u>: The first of two plan check fees has been submitted to the City of Irvine. This work precedes submittal to DSA.

In Progress: Construction documents are being developed.

<u>Recently Completed</u>: In February, district staff reviewed the design development documents with the designer prior to moving into final construction documents.

<u>Focus:</u> Landscape planting and irrigation must be in accordance with City of Irvine expectations as well as stay in alignment with the college's objective of maintaining California native planting for new projects.

Project Start: March 2010	Projected Finish: Spring/Summer 2013

## 6. GREAT LAWN PROJECT

	Original	Revision	Total
Original Project Budget:			\$1,250,000
Anticipated State Match:	-		
Basic Aid Allocation:	\$1,250,000	\$546,000	\$1,796,000

<u>Budget Narrative</u>: Budget reflects Board agenda action on 8/31/2009 and 5/24/2010. The current basic aid assignment of \$1,796,000 is sufficient to meet project costs.

<u>Status</u>: The original Contractor declared bankruptcy on December 6, 2010. The kick off meeting with the new contractor was held August 19, 2011.

<u>In Progress</u>: Grading, landscaping, irrigation and drainage improvements, *handrail* installation

Recently Completed: Tree/plant location, sod placement

<u>Focus</u>: There is a 90 day maintenance period for all planting. Sod was placed before other plants to permit maintenance period completion before graduation.

Project Start: March 2009 Projected Finish: May 2012

## 7. A400 RENOVATION AND EXPANSION PROJECT

	Original	Revision	Total
Original Project Budget:	\$3,004,051	\$7,908,844	\$10,912,895
Anticipated State Match:	-	-	
Basic Aid Allocation:	\$1,000,000	-	_
Unassigned:	\$2,004,051	\$9,912,895	

<u>Budget Narrative</u>: Budget reflects Board agenda action on 2/28/2011. During the EFMP process, the college modified the scope of work for the A400 building to include both a renovation and an expansion resulting in a need to revise the project budget. The current basic aid assignment of \$1,000,000 is sufficient to meet anticipated design costs.

<u>Status</u>: Staff is awaiting Board consideration to use a Design/Build delivery method.

<u>In Progress</u>: A presentation will be provided to the Board of Trustees at this March, 2012, meeting recommending the District move forward with Design/Build.

<u>Recently Completed</u>: Staff participated in a design/build selection process with San Diego Community College District to determine if this delivery method might be an option for this project.

<u>Focus</u>: Staff determined the next steps for the District to move forward with this new approach. These include consideration for hiring legal counsel and a consultant, both with expertise in Design/Build.

Anticipated Project Start: Spring 2012 Projected Finish: May 2016

#### **ATEP**

#### 1. ATEP BUILDING DEMOLITION

	Original	Revision	Total
Original Project Budget:	\$7,000,000		\$7,000,000
Anticipated State Match:	-	· · · · · · · · · · · · · · · · · · ·	
Basic Aid Allocation:	\$7,000,000	-	-

Budget Narrative: Budget reflects Board action on 4/22/2004.

<u>Status</u>: The Board approved contracts for buildings 26 and 524 on January 23, 2012. Building 26 is working toward meeting the LIFOC property insurance requirements.

In Progress: Building 524 held the project kick off meeting in February 2012 and demolition is underway.

<u>Recently Completed</u>: The Board approved both Phase I and II contractors on October 25, 2010. Phases I and II are complete.

<u>Focus</u>: Obtaining City of Tustin insurance approvals in order for building 26 work to commence.

Project Start:	Fall 2010	Projected Finish: May 2012

## 2. ATEP MONUMENT SIGNAGE

	Original	Revision	Total
Original Project Budget:	-	-	-
Anticipated State Match:	_	-	
Basic Aid Allocation:	-	-	-

<u>Budget Narrative</u>: There is money in the ATEP Renovation/Temporary Buildings fund should this project move forward.

<u>Status</u>: A monument sign is needed at Valencia Loop Road that reflects the design of the City's monument sign on the opposite corner. Plans have been submitted to the City of Tustin and have been returned with comments. Comments have been addressed and resubmitted to the City.

<u>In Progress</u>: This is now on hold and part of the current negotiations with the City of Tustin during which a new location may be determined.

Recently Completed: On Hold

Focus: On Hold

## 3. ATEP FIRST BUILDINGS - PHASE 3A

	Original	Revision	Total
Original Project Budget:	-		-
Anticipated State Match:	-		
Basic Aid Allocation:	\$12,500,000	-	-

Budget Narrative: Budget reflects Board action on 2/28/2011.

**Status**: Programming is complete.

*In Progress*: District staff is investigating the use of Design/Build as a delivery method for the advancement of these projects.

<u>Recently Completed</u>: Board approved two 30,000 square feet buildings, one for Saddleback College and one for Irvine Valley College. Programming efforts for both buildings completed in January 2012.

<u>Focus</u>: Staff determined the next steps for the District to move forward with a Design/Build delivery approach. These include consideration for hiring legal counsel and a consultant, both with expertise in Design/Build.

Anticipated Project Start: Winter 2011 Projected Finish: Under Consideration

Project updates for active projects may be viewed at: <a href="http://socccd.edu/businessservices/ProjectUpdates.html">http://socccd.edu/businessservices/ProjectUpdates.html</a>.

Project finish dates are estimations and subject to change depending on various project circumstances.

**DATE: 3/26/12** 

**TO:** Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Monthly Financial Status Report

**ACTION:** Information

## **BACKGROUND**

Monthly General Fund financial reports (EXHIBIT A) for the two colleges and the District are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance.

# **STATUS**

The reports display the adopted budget, revised budget and transactions through February 29, 2012. A review of current revenues and expenditures for the 2011/12 fiscal year show that they are in line with the budget.

General Fund Income and Expenditure Summary As of February 29, 2012

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget		Revised Budget		Difference		Beg Bal & Receipts/ Expenditures
SOURCES OF FUNDS			-		_		-	
BEGINNING FUND BALANCE:		28,463,180	-	28,463,180	-	0	-	28,463,180
REVENUES: Federal Sources Other State Sources Other Local Sources Total Revenue	8100-8199 8600-8699 8800-8899	\$ 1,909,500 14,707,813 174,973,921 191,591,234	_	3,111,053 15,581,616 175,005,921 193,698,590	-	1,201,553 873,803 32,000 2,107,356	_	709,277 8,676,957 111,627,284 121,013,518
BASIC AID		101,001,201		100,000,000				121,013,316
INCOMING TRANSFERS	8980-8989					0		
TOTAL SOURCES OF FUNDS		220,054,414	-	222,161,770	_	2,107,356	-	149,476,698
USES OF FUNDS								
EXPENDITURES:								
Academic Salaries	1000-1999	61,660,421		61,073,501		(586,920)		39,729,309
Other Staff Salaries	2000-2999	39,771,693		40,295,192		523,499		22,563,439
Employee Benefits	3000-3999	34,363,697		34,494,416		130,719		21,817,054
Supplies & Materials	4000-4999	5,459,896		5,540,683		80,787		1,767,974
Services & Other Operating	5000-5999	18,545,192		20,075,850		1,530,658		9,635,389
Capital Outlay	6000-6999	7,528,724		7,515,652		(13,072)		2,795,084
Payments to Students	7500-7699	157,618		256,703		99,085		159,614
Total Expenditures		167,487,241	Ī	169,251,997	_	1,764,756	-	98,467,863
OTHER FINANCING USES:								
Inter Fund Transfers Out	7300-7399	834,000		1,176,600		342,600		1,176,600
Basic Aid Transfers Out		39,128,922		39,128,922		0		4,368,000
Intra Fund Transfers Out	7400-7499	0		0		0		4,300,000
Debt Service	7100-7199	422,424		422,424		0		211,211
Total Other Sources (Uses)		40,385,346		40,727,946	_	342,600	•	5,755,811
TOTAL USES OF FUNDS		207,872,587	-	209,979,943	_	2,107,356	-	104,223,674
ENDING FUND BALANCE		12,181,827		12,181,827	_	0	•	45,253,024
Reserve for Economic Uncertainties		10,210,900		10,210,900		0		
Location Reserves for Economic Uncertaintie	es	1,970,927		1,970,927		0		
Nondesignated Budget Allocation		\$ 0	\$	0	\$_	0	\$	0

# SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary As of February 29, 2012

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE			Adopted Budget		Revised Budget		Difference	Beg Bal & Receipts/ Expenditures
SOURCES OF FUNDS		-		-				
LOCATION BEGINNING BALANCE		-	11,936,755	-	11,936,755	-	0	11,936,755
REVENUES: Unrestricted Budget Allocation Restricted Budget Allocation		\$	79,169,155 7,869,187		79,169,155 9,606,187		0 1,737,000	49,649,777 5,708,550
Total Revenue			87,038,342		88,775,342		1,737,000	55,358,327
BASIC AID INCOMING TRANSFERS	8980-8989		0 0		0 0		0 0	0 0
TOTAL SOURCES OF FUNDS		-	98,975,097	_	100,712,097	_	1,737,000	67,295,082
USES OF FUNDS								
EXPENDITURES:     Academic Salaries     Other Staff Salaries     Employee Benefits     Supplies & Materials     Services & Other Operating     Capital Outlay     Payments to Students	1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699 7300-7399 7400-7499 7100-7199	-	39,552,151 20,439,118 19,381,376 4,006,790 8,420,702 5,178,961 75,072 97,054,170 350,000 0	-	39,727,431 20,928,207 19,568,820 4,133,238 9,249,427 5,111,286 72,761 98,791,170 350,000 0	_	175,280 489,089 187,444 126,448 828,725 (67,675) (2,311) 1,737,000	25,506,893 11,402,372 12,370,588 1,213,126 4,121,820 1,638,740 53,221 56,306,760 350,000 0
TOTAL USES OF FUNDS		-	97,404,170	-	99,141,170	_	1,737,000	56,656,760
LOCATION OPERATING BALANCE		-	1,570,927	-	1,570,927	_	0	10,638,322
Reserve for Economic Uncertainties			1,570,927		1,570,927		0	0
Nondesignated Budget Allocation		\$_	0	\$	0	\$_	0	0

## IRVINE VALLEY COLLEGE

General Fund Income and Expenditure Summary As of February 29, 2012

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE			Adopted Budget		Revised Budget		Difference	Beg Bal & Receipts/ Expenditures
SOURCES OF FUNDS		****		_				
LOCATION BEGINNING BALANCE		_	3,080,005	-	3,080,005	*********	0	3,080,005
REVENUES: Unrestricted Budget Allocation Restricted Budget Allocation		\$	43,955,845 6,045,795	_	43,955,845 6,416,151		0 370,356	27,830,176 3,893,304
Total Revenue			50,001,640		50,371,996		370,356	31,723,480
BASIC AID INCOMING TRANSFERS	8980-8989		0 0		0 0		0 0	0 0
TOTAL SOURCES OF FUNDS		_	53,081,645	_	53,452,001		370,356	34,803,485
USES OF FUNDS								
EXPENDITURES: Academic Salaries Other Staff Salaries Employee Benefits Supplies & Materials Services & Other Operating Capital Outlay Payments to Students  Total Expenditures  OTHER FINANCING SOURCES/(USES): Transfers Out Other Transfers Debt Service	1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699 7300-7399 7400-7499 7100-7199	-	20,643,985 12,448,504 11,374,866 1,267,487 4,677,883 1,529,950 82,546 52,025,221 234,000 0 422,424	-	19,866,785 12,497,914 11,318,141 1,226,444 5,267,961 1,691,790 183,942 52,052,977 576,600 0 422,424		(777,200) 49,410 (56,725) (41,043) 590,078 161,840 101,396 27,756 342,600 0	13,516,160 7,190,876 7,234,839 520,014 2,436,896 790,788 106,393 31,795,966 576,600 0 211,211
Total Other Sources (Uses)			656,424		999,024		342,600	787,811
TOTAL USES OF FUNDS		_	52,681,645	_	53,052,001		370,356	32,583,777
LOCATION OPERATING BALANCE			400,000		400,000		0	2,219,708
Reserve for Economic Uncertainties			400,000		400,000		0	0
Nondesignated Budget Allocation		\$_	0	\$_	0	\$ <u></u>	0	0

ITEM: 7.5 DATE: 3/26/12

**TO:** Board of Trustees

FROM: Gary L. Poertner, Chancellor

**RE:** SOCCCD: Retiree (OPEB) Trust Fund

**ACTION:** Information

# **BACKGROUND**

In April 2008 the SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program. It was funded in June, 2008 with a deposit of \$50,791,103. An additional deposit of \$4,618,708 was made on January 10, 2011.

# **STATUS**

This report is for the period ending February 29, 2012 (Exhibit A). The portfolio is comprised of 50.3% Fixed Funds (Bonds) and 49.7% Common Stocks (Domestic and International). The fair market value at February 29, 2012 is \$66,183,867. Since inception, the trust has earned a 5.38% annualized return which is consistent with the market.

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

March 12, 2012

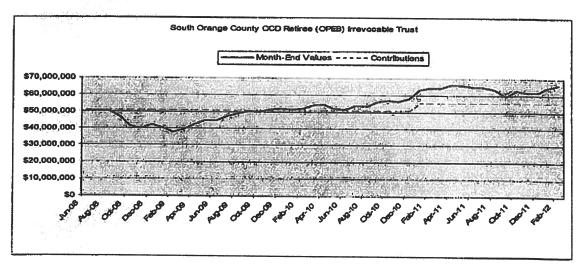
South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value at February 29th of \$66,183,867.02, your portfolio was up 2.24% for the month and up 5.38% 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 (50.3%), and common stock funds (49.7%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008 and an additional contribution of \$4,618,708.00 on January 10<sup>th</sup>, 2011, for a total of \$55,409,811. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	February 2012	Year-To-Date	Annualized Since Inception
South Orange CCCD	2.24%	6.71%	5.38% annualized return
S&P 500	4.32%	8.99%	4.09% (Domestic Stocks)
MSCI EAFE	5.74%		-3.32% (International stocks)
Barclays Aggregate	-0.02%		6.92% (Domestic Bonds)



Very truly yours,

Scott W. Rankin Senior Vice President

Month - Year	Mo	nth-End Values		Contributions
June-08	\$	50,589,708	\$	
July-08	\$	50,258,631	\$	
August-08	\$	50,118,614	\$	
September-08	\$	46,745,893	\$	50,791,103
October-08	\$	41,284,495	\$	50,791,103
November-08	\$	39,925,535	\$	50,791,103
December-08	\$	42,088,691	\$	50,791,103
January-09	\$	40,197,373	\$	50,791,103
February-09	\$	37,536,078	\$	50,791,103
March-09	\$	39,286,708	\$	50,791,103
April-09	\$	42,576,531	\$	50,791,103
May-09	\$	44,714,521	\$	50,791,103
June-09	\$	44,706,214	\$	50,791,103
July-09	\$	47,373,064	\$	50,791,103
August-09	\$	48,600,027	\$	50,791,103
September-09	\$	50,319,808	\$	50,791,103
October-09	\$	49,909,637	\$	50,791,103
November-09	\$	51,369,745	\$	50,791,103
December-09	\$	51,753,635	\$	50,791,103
January-10	\$	51,302,290	\$	50,791,103
February-10	\$	51,881,829	\$	50,791,103
March-10	\$	53,833,529	\$	50,791,103
April-10	\$	54,530,453	\$	50,791,103
May-10	\$	51,860,270	\$	50,791,103
June-10	\$	51,342,419	\$	50,791,103
July-10	\$	53,704,177	\$	50,791,103
August-10	\$	53,206,683	\$	50,791,103
September-10	\$	55,816,988	\$	50,791,103
October-10	\$	57,104,621	\$	50,791,103
November-10	\$	56,224,029	\$	50,791,103
December-10	\$	58,006,867	\$	50,791,103
January-11	\$	63,349,822	\$	55,409,811
February-11	\$	64,479,212	\$	55,409,811
March-11	\$	64,427,596	\$	55,409,811
April-11	\$	66,174,437	\$	55,409,811
May-11	\$	65,875,362	\$	55,409,811
June-11	\$	65,060,898	\$	55,409,811
July-11	\$	64,945,129	\$	55,409,811
August-11	\$	63,185,567	\$	55,409,811
September-11	\$ \$ \$ \$ \$	59,495,123	\$	55,409,811
October-11	\$	63,076,658	\$	55,409,811
November-11	\$	61,958,358	\$	55,409,811
December-11	\$	61,922,567	\$	55,409,811
January-12	\$		\$	55,409,811
February-12	\$		\$	55,409,811
	•	,,,	•	00, 100,011

ITEM: 8.0 DATE: 3/26/12

**TO:** Board of Trustees

FROM: Gary L. Poertner, Chancellor

**RE:** Written Reports

**ACTION:** None

## **Written Reports**

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

Saddleback College Academic Senate
Faculty Association
Irvine Valley College Academic Senate
Associate Vice Chancellor, Economic Development
President, Irvine Valley College
President, Saddleback College
Vice Chancellor, Technology & Learning Services
Vice Chancellor, Human Resources
Vice Chancellor, Business Services
Irvine Valley College Classified Senate
California School Employees Association
Saddleback College Classified Senate
Police Officers' Association
Associated Student Government of SC

Associated Student Government of IVC



5500 Irvine Center Drive, Irvine, CA 92618

949.451.5100 • Fax 949.451.5270

TO: Gary L. Poertner, Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, President Sel

**DATE:** March 15, 2011

SUBJECT: President's Report for the March 26, 2012 Board of Trustees Meeting

# Dr. Gwen Plano Receives Association of California Community College Administrator's Leadership Award

At the recent Association of California Community College Administrators (ACCCA) conference held in Long Beach (February 22-24), Dr. Gwen Plano, Vice President of Student Services at Irvine Valley College was awarded the 2012 Leadership Award for Administrative Excellence for her commitment to the profession and standing out among their peers. The honor was presented to Dr. Plano by IVC President Glenn Roquemore, in front of nearly 400 of her colleagues. President Roquemore said, "This award recognizes Gwen's extensive leadership experience. She has successfully created cohesive learning environments for our diverse student populations including programs for our returning veterans. Dr. Plano was instrumental in creating a veteran-friendly campus by developing forums in which the student veterans could tell their stories to faculty, staff, and students serving to help in their healing process, and at the same time increasing our understanding. Her personable and collaborative style has motivated and empowered faculty and staff to seek "best practices" and her strong organizational and problemsolving abilities have mobilized campus communities at IVC and within the South Orange County Community College District, but it is the Veterans program from which she derives the greatest satisfaction and has made the most difference to students. Our veterans know her as a strong supporter who also is a peace keeper and facilitator. The Administrative Excellence Award was established in 1996 to honor a mid-level administrator from the ranks whose demonstrates: creativity and innovation in their work; volunteerism in activities benefiting the college and their profession; commitment to the college and the community and service as a role model to others in the profession.

# Adjunct Chemistry Instructor Wins Major Prize

Congratulations to IVC's Joshua Junker, adjunct chemistry instructor, who for the last three years has also been attending USC Marshall where he is earning an MBA with an emphasis in entrepreneurship and education. In February, Junker, who has a longtime interest in technology and computers in science education, won the prestigious 2012 Y-Prize New Media Business Plan Challenge and a \$50,000 grand prize for his web-based eLearning project. Junker founded Esoteric Studios, a multimedia development company focused on the efficient and effective conveyance of technical material and is currently working his new venture called MindMeld Labs.

President's Report to the Board of Trustees March 15, 2012 Page 2

#### **Rudmann Elected to Honor Societies Board**

Dr. Jerry Rudmann was elected to the Association of College Honor Societies (ACHS) Board of Directors at the recent ACHS Annual Meeting in San Diego, California. Rudmann is Executive Director of Psi Beta and a professor of psychology at IVC. He will serve on the Board for three years. The mission of ACHS is to build a visibly cohesive community of national and international honor societies, individually and collaboratively exhibiting excellence in scholarship, service, programs, and governance.

## **IVC2IVC Faculty Lecture**

On Monday, March 5, in BSTIC 101, IVC held its IVC2IVC Faculty Lecture Series with Dr. Kay Ryals, Department of English who discussed "American Suburbia and Its Discontents in Fiction and Film."

## **IVC Wind Symphony Featured**

On Saturday, February 25, the IVC Wind Symphony performed with the Aliso Niguel High School Wind Ensemble. The concert was conducted by Dr. Stephen Rochford and Mr. David G. Weinberg. Music included Barnes, de Meji, Rodriguez, Stamp, Sousa, and Tichelli. It also featured the world premiere of Reminiscence by Aliso Niguel High School and Irvine Valley College Alumnus Mathieu Girardet.

# **Speech Students Honored**

Fourteen students from Irvine Valley College were recognized as the top scholars in Southern California by the Pacific Southwest Collegiate Forensics Association at the Championship tournament held at Moorpark College on February 24, 2012. The league, consisting of over 80 two and four year institutions, recognized 31 top students for their All Conference Academic Team 2012. The IVC All Conference Academic Team included: Alex Martinez, Bri Hittenberger, Bre Klien, Chathi Anderson, Chris Poplawski, Eugene Moon, Jake Glendenning, Jennifer Georgevich, Josh Popke, Nicole Minkina, Nick Gailey, Nick Williams, Nikunj Bisht, Udara Abeysekera.

#### **IVC Holds TEDx**

On February 29, IVC hosted a simulcast of Tedx. Irvine Valley College was pleased to offer the community, students, faculty, and staff this wonderful opportunity to experience exciting ideas and discussion through the TED-exchange. The College was recognized world-wide for hosting TEDxIVC Live. Over 275 IVC students, faculty, staff, and administration, along with the Irvine community, were in attendance to marvel over timely and topical presentations. IVC's Roopa Mathur, PhD, Professor of Business Sciences, co-hosted with Susan Petrella, MBA, Creative Director, Creative Orange County, a "think tank" @ the intersection of culture, commerce and community.

President Roquemore to Serve on Irvine Chamber of Commerce Board of Directors

The Board Development Group of the Irvine Chamber of Commerce has selected IVC President Glenn Roquemore to serve on the Irvine Chamber of Commerce Board of Directors. He will serve for a three-year term of office from July 1, 2012 to June 30, 2015.

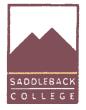
President's Report to the Board of Trustees March 15, 2012 Page 3

## Senior Day at IVC

On March 6, more than 2,600 area high school seniors filled the Student Services quad of Irvine Valley College for a jam-packed fun and educational introduction to the college. Students had the opportunity to find out about early priority registration, IVC Honors Program, guidance and counseling, scholarships and financial aid, student government, campus clubs, career and technical programs, special services, admission and registration, athletics and intercollegiate programs, and instructional programs. This day offered students and their parents a tremendous opportunity to meet the IVC faculty, tour the campus, and see first-hand all that IVC has to offer,

## **IVC Launches New College Website**

On February 16, IVC launched its new student-focused website redesign. Since April of 2011 a working group within the college has been working on the redesign project. This cross-department effort was managed by Marketing and Technology. Led by the IVC webmasters, the redesign work group had stakeholders from across the campus and conducted numerous presentations, as well as focus groups presentations to gain feedback prior to the launch. The new site and the changes have been well received.



# SADDLEBACK COLLEGE

28000 Marguerite Parkway • Mission Viejo, CA 92692 949.582.4500 • www.saddleback.edu

TO:

Members of the Board of Trustees

Gary L. Poertner, Chancellor

FROM:

Dr. Tod A. Burnett, President

SUBJECT:

Report for March 26, 2012 Board of Trustees Meeting

President Burnett led an Accrediting Commission for Community and Junior Colleges visit to Feather River College in Quincy, CA. He was accompanied by Tracy Daly, Director of Economic and Workforce Development.

Saddleback College was honored to welcome members of the White House Council on Jobs and Competitiveness on Monday, March 5<sup>th</sup>. The purpose of the visit was a panel discussion and listening session to highlight California as a national model for how cities and states across the country can address their healthcare workforce training needs through private and public sector partnerships. The U.S. Secretary of Labor chose Saddleback College as the venue for this event because Saddleback College's Division of Health Sciences and Human Services has launched a pilot program to help students entering allied health education programs learn basic skills they need to be successful in the programs and in their chosen careers.

Saddleback College was thrilled to have Dr. Donna Rane-Szostak, Dean of Health Sciences and Human Services, serve as a panelist. Before the discussion, the panelists, which included representatives from the White House, were given a tour of the allied health facilities, including a simulation lab where nursing and paramedic students simulated an emergency response situation.

Saddleback College looks forward to hosting its Senior Day on Thursday, March 29<sup>th</sup>, where more than a thousand students are expected to come to the campus for workshops, information on degree and certificate programs, and college tours.

#### Office of Instruction

#### Advanced Technology & Applied Science

Ismael Tejeda of the automotive technology program has qualified for the Tuttle Click Scholarship program. Ismael will be receiving a \$750 scholarship each semester, a complete tool box valued at approximately \$4500, and the opportunity to work at a local Tuttle Click dealership. There are now currently three students enrolled in this wonderful scholarship program. Congratulations for a job well done.

A team of students in the interior design program have just completed a room in the American Society of Interior Designers' Dream Home.

The students in ENV 24 participated in riparian forest restoration in the Prado Basin in Corona. The

# SADDLEBACK COLLEGE



28000 Marguerite Parkway Mission Viejo, CA 92692 949.582.4500 www.saddleback.edu

basin contains the single largest forested wetland still standing in coastal Southern California, some 4,500 acres. The students planted 350 young willows and mulefat, removed 1,000 Arundo stalks and were rewarded with a healthy lunch.

#### Fine Arts & Media Technology

The Saddleback College Art Gallery's Faculty Art and Photo Exhibition 2012 ended on March 8<sup>th</sup>. It was very well received by faculty, students, staff and the community. The Department of Theatre Arts' production of *The Servant of Two Masters* was held in the intimate Studio Theatre on March 2<sup>nd</sup> through the 11<sup>th</sup> and all performances were sold out. All three of Scott Farthing's Saddleback College choirs came together for *A Choral Tapestry* on March 3<sup>nd</sup> at the Presbyterian Church of the Master to an appreciative audience. On March 10<sup>th</sup> the Symphony Orchestra, conducted by Branden Muresan, presented *Concerto Gala – Catch a Rising Star* to a full house. KSBR radio station continued with its *Breakfast with Gary and Kelly* radio for television live cast at the Norman P. Murray Center with guest artist Chris Standring on March 10<sup>th</sup>. The Saddleback College Wind Ensemble performed, under the direction of John Hannon, on March 14<sup>th</sup>. The Professional Guest Artist Series presented *Sit Down for Stand Up* on March 17<sup>th</sup> with hysterical performances by weatherman Fritz Coleman, magician/comedian Tom Ogden and well-known television character actor Tony Russell. The Angels for the Arts presented *Big Band Swing Thing* on March 23rd in SSC 212 where community members of all ages danced to the 1940's style swing music of our own Big Band, conducted by Joey Sellers.

#### Kinesiology & Athletics

The Saddleback College athletic department is pleased to announce that 162 of the college's 371 student-athletes have been named to the Fall 2011 Athletic Honor Roll, including 16 student-athletes with a perfect 4.00 grade point average.

Both the men's and women's basketball teams at Saddleback College qualified for the post-season playoffs. The men's team reached the third round of the playoffs before falling to conference-foe Riverside (50-41) and the women's team lost in the second round to Chaffey College (67-61). Congratulations to men's coach Andy Ground who was named as the Orange Empire Conference Coach of the Year after leading his Gauchos to the conference title. Saddleback freshmen Josh Smith and Darnell Taylor shared the conference Player of the Year award.

Saddleback sophomore Remy Conatser has a toss in the Hammer Throw which is the best mark in the state by nearly 40 feet and is just two feet shy of the national community college record. His throw of 208-feet is also over four feet farther than any throw at the NCAA Division I level this year.

#### Math, Science, and Engineering

The Science Lecture Series was thrilled to present two exciting talks this March: "Cystic Fibrosis: Journey to a Cure" by Dr. Brian Bear, Friday, March 2<sup>nd</sup>, with Dr. Bear, a research scientist at Vertex Pharmaceuticals who helped develop the drug Kalydeco, which received FDA approval last month and is entering the market as the first CF drug to treat the underlying cause of the disease.

"Sniffing Molecules with Nanowires" by Dr. Reginald Penner, Friday, March 23<sup>rd</sup>. Dr. Penner, a chemistry



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professor at UC Irvine, discussed his current research on the development of new synthetic methods for nanomaterials that have unique and useful properties for chemical sensing.

#### Online Education & Learning Resources

On Friday, March 2<sup>nd</sup>, Saddleback College hosted an interactive workshop on student success through On Course for almost 40 full-time and part-time faculty. The workshop went from 9:00 a.m. to 4:00 p.m. with Eileen Zamora from On Course as our presenter. Faculty feedback on this workshop was exceptional.

On March 1<sup>st</sup>, the BSI proposals for 2012 – 2013 were due. We will be reviewing these proposals in both March and April. The final selection will be made by April 15, 2012.

#### Social & Behavioral Sciences

The Psychology Speaker Series hosted a talk given by a Saddleback Psychology alumnus, Mark Combs, who is now a PhD Candidate studying environmental psychology at UC Irvine in the School of Social Ecology and Psychology.

The child development department sponsored a one day conference entitled "Social Emotional Teaching, Prevention and Support Strategies" on Saturday, March 3rd. Over 100 students and local early childhood teachers participated in this full day event which was funded in part by the Associated Student Government and The Community Collaborative Grant. This conference supports quality professional development for our students and the surrounding community. The training received by the participants will benefit not only the participants themselves, but the thousands of young children in their care.

#### **Office of Student Services**

#### Transfer Center

The Transfer College Fair had over 35 universities speaking to our students and three breakout sessions: Arizona State University (Saddleback College is their #1 feeder college in CA!) and Brandman University sessions for both veterans and nurses seeking bachelor's degrees. Several university representatives met student for appointments. Saddleback College and Irvine Valley College took 30 students together to tour California State University, Long Beach.

#### Outreach

Senior Day – Saddleback College's Transfer Center provided information on transfer opportunities to high school students.

#### Child Development Center

The Child Development Center hosted their annual Pancake Breakfast during the month of March. There was a large gathering of families who enjoyed the food and time to visit with each other.



#### **MEMORANDUM**

TO: Chancellor Gary Poertner

Members of the Board of Trustees

FROM: Dr. Randy W. Peebles, Associate Vice Chancellor

DATE: March 19, 2011

RE: ATEP Report for the March 26, 2012 Board of Trustees Meeting

#### **Construction Timeline for ATEP Development**

At the last Board of Trustees meeting, the board was provided an information item that included a working timeline of key milestones for the continued development and planning for the next two education buildings at ATEP. This planning document will continue to be updated to reflect the anticipated development timeline for this planned construction. One of the next steps will be contracting with an architect to develop the site plan for these buildings. Currently, the anticipated beginning of the construction phase is December 2012 for design and construction drawings with construction beginning about January 2014 and completion estimated at roughly April 2015.

#### **Demolition Progress**

The demolition of building number 524 helicopter hangar at the Advanced Technology Education Park site has started. The board approved contractor, Interior Demolition, Inc., will take down the above ground structure leaving the floor, tarmac area and foundations for a future demolition phase. This demolition also includes the severance of all related site utilities. The removal of old unusable structures continues to enhance the development site, moves the district toward future development goals and also makes the overall ATEP site easier to maintain, and to keep secure and safe.

#### **Future Construction Funding**

District consultants are progressing on their pursuit of potential external funding for part of the construction costs for the next phase of construction at the ATEP site. Additional funds were released by the US Department of the Treasury supporting expanded use of New Markets Tax Credits across the nation for such projects. Our consultants are currently in discussions with potential participants with the district for such a financial transaction.

#### District Represented at Successor Agency to the Tustin Community Redevelopment Agency

The California Community Colleges Chancellor's office assigned the South Orange County Community College District one of the five board member seats on the newly formed Successor Agency to the Tustin Community Redevelopment Agency. The SOCCCD Chancellor assigned Debra Fitzsimons, Vice Chancellor of Administrative and Business Services, to the local board position. Many of the prior Tustin RDA projects are within the Tustin Legacy development area and have potential impact on the development of the ATEP site. It is strategically important that our district be represented on this oversight board.

# Report to the SOCCCD Board of Trustees for March 26, 2012 Business Services Highlights - Vice Chancellor Dr. Debra L. Fitzsimons

# Scheduled Maintenance/Facilities Software System Project to support the "20 Year Facilities, Renovation, and Scheduled Maintenance Plan"

On April 26, 2010, Irvine Valley and Saddleback Colleges presented a 20 Year Scheduled Maintenance Plan to the Board of Trustees. The board requested that both Colleges and the District work together on a plan to ensure that the needs are presented uniformly, be data driven, and have common definitions. A district-wide committee called the Capital Improvement Committee (CIC) was developed with a primary role of addressing the development of a plan. It was determined by the committee that a scheduled maintenance and facilities software system would be a critical "first step" necessary to the development of comprehensive information on buildings, components, and related infrastructure including data relevant to college needs for determining a comprehensive district—wide 20 year Facilities, Renovation and Scheduled Maintenance Plan. The committee investigated firms with significant knowledge of California's higher education facilities systems looking for a software system that could address our scheduled maintenance and capital project planning. A proposal is under consideration and will be reviewed by BAARC for an upcoming recommendation to the Board of Trustees.

#### Multi-Year Contracts

The District bids a number of multi-year contracts annually. This year's bids include services for the Saddleback College Cafeteria, Vending and Coffee Carts, Bookstore, and Waste/Recycling. They are currently under consideration for both colleges. These proposals are currently out for bid with each at different stages of consideration by the college-based participatory governance committees. This month the Board sees a recommendation for approval of the Office Supplies Agreement. The Board will soon see recommendations for other vendor multi-year agreements.

## Irvine Valley College Great Lawn/Live Oak Terraces Landscape Project

We are excited to report that IVC's Great Lawn/Live Oak Terraces project is very near completion. Though this project had a rocky start with the low bid contractor going bankrupt and into default, the surety provided the District with an excellent take over contractor. The subcontractors have been in competition with one another to provide the highest quality work. Additionally, the construction economy afforded the District a maximum value on the dollar and all bid alternates were accepted. These alternates resulted in complete landscaping for the PAC building perimeter and two additional rows of seating at the outdoor theater. With sod recently placed, it is fully anticipated that IVC will hold this year's graduation at this new location.

# Higher Employer Contribution for CalPERS

On March 14, 2012, the Board of Administration of the California Public Employees' Retirement System ("CalPERS") approved lowering the "discount rate" or "rate of investment return" from 7.75% to 7.5% in its assumptions when it determines employer contribution rates. With a lower rate of return, higher contributions will be required in FY 2012-2013 in order to maintain adequate retirement fund balances. It is estimated that contributions will likely increase between 1.2% and 1.6% making the District's employer rate between 12% and 12.5%. This will add \$400,000-\$500,000 in additional CalPERS costs to the Unrestricted General Fund budget for FY 2012-2013.