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, May 21, 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

May 21, 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 <u>two</u> minutes each.**

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- A. Public Employee Employment (GC Section 54957) (3)
 - 1. Public Employee Employment (3)
- B. Conference with Labor Negotiators (GC Section 54957.6)
 - 1. SOCCCD Faculty Association
 - Agency Designated Negotiator: David Bugay, Ph.D.
 - 2. California School Employees Association (CSEA)
 - Agency Designated Negotiator: David Bugay, Ph.D.
 - 3. Police Officers Association (POA)
 - Agency Designated Negotiator: David Bugay, Ph.D.
 - 4. Administrators and Managers: Unrepresented Employees
 - Agency Designated Negotiator: Gary Poertner
- C. Conference with Real Property Negotiators (GC Section 54956.8)(1)
 - Lease of Property by District: Portion of Saddleback College site: MG Promenade Apartments LLC, 28032 Marguerite Parkway, Mission Viejo
 - a. Agency Designated Negotiator: Debra Fitzsimons, Ph.D.
- D. Conference with Legal Counsel (GC Section 54956.9) (1)
 - 1. Anticipated Litigation/Significant Exposure to Litigation (GC Section 54956.9[b][1] and [b][3][C])
 - a. C.H. v. SOCCCD claim rejection

RECONVENE OPEN SESSION: 6:00 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 Invocation

Led by Trustee Bill Jay

2.3 Pledge of Allegiance

Led by Trustee David Lang

2.4 Resolutions / Presentations / Introductions

Swearing In: Student Trustee Heather Park

Resolution: Valerie Senior, Saddleback College Employee of the Year Resolution: Barry Miller, Irvine Valley College Employee of the Year Resolution: Patti Helton, District Services Employee of the Year Resolution: Irvine Valley College Model United Nations Team,

2012 National Champions

Resolution: Irvine Valley College Speech and Debate Team,

2012 National Champions

2.5 Public Comments

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

3.0 REPORTS

- 3.1 Oral Reports: Speakers are limited to up to two minutes each.
 - A. Board Reports
 - B. Chancellor's Report
 - C. Board Request(s) for Reports

4.0 <u>DISCUSSION ITEMS</u>

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

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

5.0 CONSENT CALENDAR ITEMS

All matters on the consent calendar are routine items and are to be approved in one motion unless a Board member requests separate action.

5.1 **SOCCCD: Board of Trustees Meeting Minutes**Approve minutes of a regular meeting held on April 30, 2012.

5.2 Irvine Valley College: Forensics Team Activities 2012-13 Approve participation of the Forensics Team and their coaches in the 201213 speech tournament schedule. Funding will be through the combined budget allocations of student government (ASIVC), department general fund, staff development, and the college Foundation, for a budget not to exceed \$54,100.

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

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

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

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

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

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

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

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

Approve a three year agreement with two, one year extensions with S&B Foods for cafeteria operation services. This is a revenue contract with benefits provided to the college via catering, scholarships and commissions equaling approximately \$72,000 annually based on estimated sales and \$12.000 in a one-time contribution.

5.8 SOCCCD: Award of Bid 296D: Trash Collection Services
Approve a five year agreement with CR&R Incorporated for trash collection services. The estimated annual cost at Saddleback College is \$27,754, Irvine Valley College is \$12,346 and ATEP is \$2,074.

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

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

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

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

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

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

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

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

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

Adopt resolution 12-22 (Exhibit A) authorizing payment to Trustee Fuentes who was absent from the April 30, 2012 Meeting of the Board of Trustees.

5.14 SOCCCD: Budget Amendment: Adopt Resolution No. 12-20 to Amend 2011-2012 Adopted Budget

Adopt resolution to amend the 2011-2012 adopted budget.

5.15 **SOCCCD:** Purchase Order/Confirming Requisitions

Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P12-04069 through P12-04296 amounting to \$940,343.31 and P13-00039 through P13-00062 amounting to \$117,320.06. Confirming requisitions dated April 11, 2012

through May 1, 2012 totaling \$61,642.62.

5.16 **SOCCCD: Transfer of Budget Appropriations**

Ratify the transfer of budget appropriations as detailed in the exhibit.

5.17 **SOCCCD: Payment of Bills**

Approve check no. No. 157880 through 158602 processed through the Orange County Department of Education, totaling \$5,745,913.16; and check no. 010372 through 010381, processed through Saddleback College Community Education, totaling \$3,484.27; and check no. 008985 through 008991, processed through Irvine Valley College Community Education, totaling \$47,999.05.

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

Approve the acceptance of donations.

5.19 **SOCCCD: April/May 2012 Contracts**

Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

6.1 SOCCCD: Consolidated Elections for Members of Governing Boards

Approve Resolution 12-19 to notify the Orange County Department of Education of the consolidated election specifications.

6.2 SOCCCD: Board Policy Revision: BP-5608: Tuition Refunds, BP-5605: Residence Determination, BP-4050: Employee Use of District Motor Vehicles

Discussion/Approval

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

6.4 SOCCCD: Request to Rescind Spring 2013 Sabbatical

Approve request from Richard White to rescind approval of sabbatical leave for the Spring 2013 semester.

6.5 SOCCCD: Administrator and Manager New Position Description Titles and Range Placement on the Integrated Salary Schedule

Approve new position descriptions, titles and ranges for administrators and managers.

- 6.6 SOCCCD: Academic Personnel Actions Regular Items
 Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund.
- 6.7 **SOCCCD: Classified Personnel Actions Regular Items**Approve New Personnel Appointments, Change of Status, Out of Class Assignments, Leave of Absence, Volunteers.
- 6.8 SOCCCD: SOCCCD Police Officers Association Master Agreement Approve tentative agreement between the District and the SOCCCD POA for the period July 1, 2012 through June 30, 2015.

7.0 REPORTS

- 7.1 SOCCCD: Board Requested Report: Feasibility of Purchasing Manufactured Pool from Olympic Trials in Oklahoma for IVC

 The report provides information regarding the current status of the pool.
- 7.2 Saddleback College and Irvine Valley College: Annual Accreditation Reports

Annual accreditation reports for the Accrediting Commission for Community and Junior Colleges.

- 7.3 SOCCCD, Saddleback College, Irvine Valley College, and Advanced Technology and Education Park: Mission Statements
 Annual review of the district and college mission statements.
- 7.4 **Saddleback College: Speakers**A listing of speakers for events and/or classes at Saddleback College.
- 7.5 **SOCCCD: Basic Aid Report**Report on projected receipts and approved projects.
- 7.6 **SOCCCD:** Facilities Plan Status Report Status of current construction projects.
- 7.7 **SOCCCD: Monthly Financial Status Report**The reports display the adopted budget, revised budget and transactions through April 30, 2012.
- 7.8 **SOCCCD:** Retiree (OPEB) Trust Fund This report is for period ending April 30, 2012.

7.9 SOCCCD: List of Board Requested Reports

The report is coordinated and prepared by the Office of the Vice Chancellor, Business Services.

7.10 **SOCCCD: Quarterly Investment Report**

This report is for the quarter ending on March 31, 2012.

8.0 WRITTEN REPORTS

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

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

9.0 ADDITIONAL ITEMS

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



M A Y 2 1 , 2 0 1 2

Valerie Senior

SADDLEBACK COLLEGE

Classified Employee Outstanding Service Award 2011-2012

hereas, Valerie Senior, an Application Specialist II in Saddleback College's Center for Instructional Design and Distance Education and an employee of Saddleback College for more than 12 years, is commended for her excellent work for the college's students, faculty, staff, and management; and

hereas, Valerie Senior imagined and implemented the 2011 iPad project, which was launched to encourage faculty use of mobile devices and quickly evolved into an online community where faculty can share ideas and best practices, and has encouraged more faculty to enroll in the online educator program, helping them become better online instructors; and

hereas, Valerie Senior is described by her colleagues as "smart, witty, reliable, thorough, and patient," and conducts training sessions with professionalism and shows tremendous dedication to the success of the college's faculty; and

hereas, Valerie Senior collaborated with faculty to create the online educator certificate curriculum and program, which has been instrumental in improving the quality of online education and promoting student-centered learning environments; and

Mereas, Valerie Senior is commended for her tireless efforts to accommodate faculty schedules, regularly making back-to-back appointments throughout the day and ensuring top-notch customer service to her faculty colleagues; therefore,

e it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend Valerie Senior for outstanding service and unique dedication to Saddleback College and bestows upon her the Saddleback College Classified Employee Outstanding Service Award for 2011-2012.

Nancy M. Padberg, President	T.J. Prendergast III, Vice President	
Marcia Milchiker, Clerk	Thomas A. Fuentes, Member	South Orange
William O. Jay, Member	David B. Lang, Member	COUNTY COMMUNITY 1967 COLLEGE DISTRICT
Frank M. Meldau, Member	Heather Park, Student Member	
Gary I Poertner Chancellor		



21, 2012

BARRY MILLER

IRVINE VALLEY COLLEGE CLASSIFIED EMPLOYEE OUSTANDING SERVICE AWARD 2011-2012

hereas, Barry Miller, Senior Multi-Media Technician in Media Services at Irvine Valley College, has been awarded the Irvine Valley College Classified Employee Outstanding Service Award for 2011-2012; and hereas, Barry Miller studied radio and television at Saddleback College, first working on-air as a DJ at Saddleback's radio station, KSBR, then in audio-visual services at Fluor Corporation, finally finding his place in Media Services at Irvine Valley College in August of 1999; and hereas, Barry Miller believes the audio-visual world is in an exciting technological transition and "becoming fun again," priding himself on keeping up with technology and being able to introduce new

hereas, Barry Miller has received many accolades from his peers and "clients" in the IVC campus community who say that "Barry's work may begin in Media Services, but he performs his work beyond the walls of the classroom, helping out with numerous IT issues, including desktop support, as well as answering numerous questions that start with, "I know this isn't your area, but...."; and

products into the classroom when appropriate; and

Hereas, Barry Miller shows much creativity and tenacity in finding solutions to complicated problems and issues, being friendly, consistent, responsive, detail oriented and reliable in every situation; therefore,

e it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate Barry Miller for his outstanding service to and representation of Irvine Valley College.

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	SOUTH ORANGE COMMUNITY COMMUNITY
Frank M. Meldau, Member	Heather Park, Student Member	1967 COLLEGE DISTRICT
Gary L. Poertner, Chancellor		



M A Y 2 1 , 2 0 1 2

PATTI HELTON

DISTRICT SERVICES CLASSIFIED EMPLOYEE OUTSTANDING SERVICE AWARD 2011-2012

V	1	hereas, Patti Helton, a Human Resources Specialist and employee since 2002, is commended for her dedication in facilitating new employee hiring, as well as assisting current employees of Saddleback
Colleg	ge,	Irvine Valley College and District Services with leave requests, policy and contract inquiries, and employee
record	ls;	and

hereas, Patti Helton is dedicated to process improvement through active participation in departmental and district-wide initiatives, including developing the recruitment strategies currently used for all District recruitment processes, and participating on the District's Continued Quality Improvement Task Force; and

hereas, Whereas, Patti Helton works collaboratively with administrators, faculty and managers to efficiently serve the needs of classified staff and faculty hiring committees, often working nights and weekends to accommodate schedules during the faculty hiring process; and

hereas, Patti Helton has earned the respect of co-workers, management, and faculty who describe her as hard-working, ethical, courteous, sensitive, and tactful, with a good sense of humor; and

hereas, Patti Helton is an excellent team player who often assumes additional duties to cover the needs of the department, takes initiative to cross-train so she can be helpful to others, and acts as a mentor to new staff members coming into the department; therefore,

e it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate Patti Helton for her outstanding service and unique dedication to the entire district and bestows upon her the District Services Classified Employee Outstanding Service Award for 2011-2012.

Nancy M. Padberg, President	T.J. Prendergast III, Vice President	
Marcia Milchiker, Clerk	Thomas A. Fuentes, Member	South
William O. Jay, Member	David B. Lang, Member	COUNTY COMMUNITY 1967 COLLEGE DISTRICT
Frank M. Meldau, Member	Heather Park, Student Member	
Gary L. Poertner. Chancellor		



MAY 21, 2012

IRVINE VALLEY COLLEGE Model United Nations Team 2012 National Champions

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hereas, the IVCMUN team represented the Republic of Iceland and received the conference's highest award - Outstanding Delegation - which is given to the top 1% of delegations; and

hereas, the team also took away three awards for Outstanding Position Papers in the committees of the United Nations Children's Fund (UNICEF), the Arms Trade Treaty (ATT), and the International Criminal Court (ICC), resulting in no other team at the conference taking away more awards; and

nereas, Rylie Potter and Christine Miller were hired by NMUN staff to serve as chair for the Organization of the Islamic Conference (OIC) and rapporteur for the Conference on Sustainable Development (Rio + 20) respectively; and

Hereas, those representing IVC at NMUN - NY are as follows: Cale Crammer (Advisor), Wesley Lopezvito, Jessica Anderson, Max Hyman, Faizah Barlas, Stephanie Nugyen, Christine Miller, Hassan Rassmy, Kaitlin O'Neill, Farheen Jamil, Eric Hanson, and Naziha Kibria; therefore,

e it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate the 2011-2012 Irvine Valley College Model United Nations Team and their advisors for their outstanding championship season and excellent representation of Irvine Valley College.

Nancy M. Padberg, President	T.J. Prendergast III, Vice President	
Marcia Milchiker, Clerk	Thomas A. Fuentes, Member	South Orange County
William O. Jay, Member	David B. Lang, Member	COMMUNITY 1967 COLLEGE DISTRICT
Frank M. Meldau, Member	Heather Park, Student Member	
Gary L. Poertner. Chancellor		



IRVINE VALLEY COLLEGE SPEECH AND DEBATE TEAM 2012 NATIONAL CHAMPIONS

hereas, the 2011-2012 Irvine Valley College Speech and Debate Team recently won the Phi Rho Pi Community College National Championships held in Schaumberg, Illinois on April 9-14, 2012, taking a rare double gold in team sweepstakes; and

Association Sweepstakes Award as the top community college at the National Championships held in Bellingham, Washington on March 21-24; and

hereas, the team set a record for the most amount of points by a community college in the National Parliamentary Debate Association year-long sweepstake, therefore receiving a second National Championship Trophy; and placing Irvine Valley College as third in the nation among all two and four year schools; and

hereas, the team set new records with over 72 students winning awards throughout the season and with 14 students named to the Pacific Southwest Collegiate Forensics Association All-Conference Academic Team; and

hereas, the team was coached by the dedicated IVC Forensics Coaching Staff which consisted of Eric Garcia, April Griffin, Rachel Hastings, John Lewellen, Lisa Rios, Gary Rybold, Jules Throckmorton-French, and Edwin Tiongson; therefore,

e it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate the 2011-2012 Irvine Valley College Speech and Debate Team and their coaches for their outstanding championship season and excellent representation of Irvine Valley College.

Nancy M. Padberg, President	T.J. Prendergast III, Vice President	
Marcia Milchiker, Clerk	Thomas A. Fuentes, Member	South Orange Gount
William O. Jay, Member	David B. Lang, Member	COMMUNITY 1967 COLLEGE DISTRICT
Frank M. Meldau, Member	Heather Park, Student Member	
Gary L. Poertner, Chancellor		

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 4.1 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

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

ACTION: Discussion and Information

BACKGROUND

In response to the colleges' accreditation report recommendations and the requirement that district-wide planning is to drive budget allocations, including basic aid funding, and for the process to be transparent and inclusive, BP 3110 and AR 3110 Basic Aid Allocation Process were developed and approved. As part of the administrative regulation, the Basic Aid Allocation Recommendation Committee (BAARC) was formed. BAARC is charged with the implementation of BP 3110 and AR 3110-Basic Aid Allocation Process and to utilize the plans developed by other district-wide committees and councils. The Basic Aid Allocation Recommendations are to follow the Annual Basic Aid Cycle which parallels the SOCCCD annual budget development process.

During this current fiscal year, only a minimal amount of essential basic aid projects were authorized. To support the accreditation recommendations, the basic aid funding for this year was to be held until BP and AR 3110 were fully implemented by the district and recommendations for this year and next year's funding took place through this new process for basic aid allocation recommendations. The recommendation will incorporate two years' of basic aid funding.

<u>STATUS</u>

BAARC is chaired by Vice Chancellor Fitzsimons and is a 17 member participatory governance committee with representation from both colleges and district services staff, including the academic senates, CSEA, Classified Senate, administrators, and managers. BAARC has received plans and priority lists of projects for consideration from the Capital Improvement Committee (CIC) and District Technology Committee (DTC). The plans and priorities were supported by the college participatory governance processes, which were collaborative, collegial, inclusive, and transparent. There was extensive interaction throughout the process with the colleges. The recommendations from BAARC to Chancellor Poertner are attached (Exhibit A), with a total recommended amount to be funded of \$74,337,592. These recommendations are supported by both the college presidents and the chancellor. This item is presented for information and discussion for the board prior to incorporating basic aid recommendations into the Tentative Budget in June, 2012.

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



To:

Gary Poertner, Chancellor

From:

Dr. Debra L. Fitzsimons, Chair, Basic Aid Allocation Recommendation Committee

(BAARC) on behalf of BAARC

Subject:

Recommendations by BAARC for Basic Aid Funding for FY 2012-2013

Date:

May 12, 2012

Attached are the Basic Aid Allocation Recommendation Committee's (BAARC's) recommendations for the following items to be funded from Basic Aid:

•	Long Term Obligations and Fixed Expenses	\$ 3,550,000
•	Capital Projects	
	 Capital Projects- Priorities FY 2012-2013 (Tier I with revisions) 	\$48,858,230
	 Capital Projects-Construction Defects/Code Requirements 	\$ 3,720,000
	 Capital Projects-Special Project Support 	\$ 3,714,000
•	Scheduled Maintenance and Small Renovation Projects	
	 Scheduled Maintenance Projects- Priorities 	\$ 2,000,000
	 Small Renovation Projects 	\$ 1,680,000
•	District-Wide Technology Priority Projects	\$10,177,855
•	ATEP Site Operations	\$ 637,507
	Total BAARC Recommendation	\$74,337,592
		4.0.00
	Contingency for Unrealized Tax Collections (20%)	\$ <u>18,584,398</u>
	Total Estimated Property Taxes for Basic Aid	\$92,921,990
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This is a groundbreaking year for SOCCCD because for the first time in the district's history, the basic aid funding recommendations are based on district-wide planning, with active participation from district-wide planning committees, the colleges' participatory governance representatives, and with transparency and interactive communication between the colleges and district-wide committees. As a response to accreditation report recommendations to the colleges, a board policy and administrative regulation for recommending basic aid funding were collaboratively developed and approved this year. The results were Board Policy 3110-Basic Aid Funding and Administrative Regulation 3110-Basic Aid Funding Process.

BAARC's work and the basic aid allocation recommendation process closely followed BP 3110 and AR 3110 in which planning drove the basic aid budget recommendations. The Capital Improvement Committee (CIC) and District Technology Committee (DTC) made funding priority recommendations to BAARC based on district-wide plans including the Education and Facilities Master Plan, 5 Year Construction Plan, Scheduled Maintenance Plan, and District-Wide Technology Plan. The District-wide Strategic Plan, college strategic plans, and college technology plans were also utilized to support CIC and DTC's recommendations to BAARC. Their recommendations to BAARC honored and supported the college and district priority setting that took place through their respective participatory governance groups. The expectation is that in future years, the planning will get better and that the Basic Aid Funding Recommendation Process will be institutionalized into practice.

For this current fiscal year, very few projects were recommended to receive basic aid funding. This was intentional because we waited until BP and AR 3110 were developed and approved, as well as having the BAARC process get underway. The board was very supportive of waiting until the new process produced a formal recommendation for basic aid funding. Only the essential basic aid items were approved to move forward in FY 2011-2012. Therefore, the BAARC members dealt with almost two years of property tax revenues for potential distribution.

One of the first steps delineated within the BAARC process was to develop a conservative estimate for property tax and student fee income. The vice chancellor of business and the district director of fiscal services developed a conservative determination of basic aid allocation amounts. (See page 4). The Total Amount Available for Allocation after allowing for a conservative 20% Contingency for Unrealized Tax Collections of \$18,584,398 is \$74,337,592.

The Long Term Obligations and Fixed Expenses, which includes Retiree Benefits of \$2,600,000, Legislative Advocacy of \$150,000, and Trustee Election \$800,000 totals \$3,550,000. The Long Term Obligations and Fixed Expenses were subtracted from the Total Amount Available for Allocation to get the Net Amount Available for Allocation of \$70,787,592. This was the amount that BAARC was allowed to recommend basic aid funded for the various areas such as capital projects, scheduled maintenance, and major technology initiatives outlined in the board policy and administrative regulation.

CIC submitted more than one tier or funding level for projects in categories of capital improvement, related special capital projects, small renovation, and scheduled maintenance projects so that priorities were clear and based on various potential available funding levels. DTC did the same. CIC priorities are outlined on pages 6-14. DTC's priorities are on page 15. The ATEP operations recommendation was submitted by President Roquemore based on previous board approval (October 25, 2010). (See pages 16-19).

To balance the recommended priorities to the Net Amount Available for Allocation, BAARC considered multiple scenarios. The committee ultimately recommended a variation of their Scenario One (See page 5) and revised the Technology Priorities in two categories: a) reduced the College Technology Updates/Refresh amount from \$1,500,000 to \$750,000 and; b) reduced the contingency to \$277,855. (See page 15). Both of these revisions were acceptable to DTC and the college presidents. BAARC also revised the ATEP Site Operations recommendation from \$724,117 to \$637,507 by removing a new recommended student services position. The reasons that BAARC recommended a reduction in both the technology and ATEP Site Operations amounts by those two items was because the committee questioned whether the items were operational ones rather than items that met the BP and AR 3110 requirements for basic aid funding. Since the committee needed to balance the amount to be recommended for basic aid funding to meet the amount available, these items seemed like an appropriate place to do so given that they did not clearly fall into the requirements. It is requested by BAARC that the

chancellor review this issue and provide clarification back to BAARC on whether they qualify for basic aid under the board policy and administrative regulation.

BAARC understands that this is a recommendation to the Chancellor and that after conferring with the Presidents, some adjustments may be made by the Chancellor to this recommendation prior to it going to the board of trustees for information, discussion, and board input. We ask that if any adjustments are made, that BAARC be provided the adjustments. We also understand that the recommendations will be incorporated into the Tentative Budget FY 2012-2013 for the June Board Meeting. We recommend that if any additional property taxes become available between now and the Final Budget, that the additional amount be added to the district match for Saddleback College's Gateway Building project and Irvine Valley College's Fine Arts Building project for the Final Budget. This recommendation from BAARC is being made because over the next few years, the district needs to fund the district match portion of these two state funded projects.

The process leading up to recommendations to BAARC by CIC and DTC went very well given it's the first year that the district went through this district-wide planning and basic aid allocation process. The recommendations were developed with the colleges, participatory governance groups, and district staff in an open, interactive, collegial, and transparent manner. When BAARC received the recommendations and began their work, the BAARC process was also very collegial, transparent, and interactive with the colleges. This is even more impressive when you realize that this committee was quite large in size (17 members) and meetings included others who assisted BAARC as resources. The committee members took their task very seriously and discussions that took place were healthy and lively in nature.

The recommendation to you was made with consensus by BAARC with no dissenting votes and honors the planning processes that occurred both district-wide and at the college level throughout the year. We are prepared to present this information to the presidents, yourself, and board. Please let us know if you have any questions regarding the process or recommendations, as we would be happy to provide additional detailed information.

Cc: BAARC, CIC, and DTC members

Presidents and Vice Chancellors

South Orange County CCD Determination of Basic Aid Allocation Amounts 2012/13 Fiscal Year

	2011/12	2012/13
Basic Aid Beginning Balance from Prior Year	3,865,197	52,930,143
Basic Aid Project Funds Returned	13,000,000	-
Property Tax Revenue Estimate 1	150,000,000	150,000,000
Student Fee Revenue Estimate	15,200,000	18,450,000
Partnership for Excellence Funds	1,818,463	-
Total Estimated Revenues	167,018,463	168,450,000
Basic Allocation Adjustment	(553,591)	
DRAC Model Allocation	(127,350,971)	(128,458,153)
Total Estimated Property Taxes for Basic Aid	55,979,098	92,921,990
Contingency for Unrealized Tax Collections (20%)	-	(18,584,398)
Amount Available for Allocation	55,979,098	74,337,592
Long Term Obligations and Fixed Expenses ²	(3,048,955)	(3,550,000)
Net Amount Available for Allocation	5 <u>2</u> ,930,143	70,787,592

Notes:

¹ Per BP 3110 and AR 3110, Property Taxes are based on conservative estimates

² Estimates for 2012/13

 Retiree Benefits
 2,600,000

 Legislative Advocacy
 150,000

 Trustee Election
 800,000

 3,550,000

SCENARIO ONE with revisions recommended by BAARC on 5 11 12 Basic Aid Recommendation Consideration for 5/11/12 meeting

SCENARIO ONE:	100 100 100 100 100 100 100 100 100 100
Net Amount Available for Allocation	\$70,787,592
Capital Projects Hybrid Tier I (with changes noted below)	(\$48,858,230)
Capital Projects- Construction Defects/Code Requirements	(\$3,720,000)
Planning, Technical, Specialty, and Legal Consultants to Support Capital Programs	(\$3,714,000)
Scheduled Maintenance Projects (Basic Aid portion)	(\$2,000,000)
Small Renovation Projects	(\$1,680,000)
District-Wide Technology Projects (with changes noted below)	(\$10,177,855)
ATEP Operations	(\$637,507)
Total	(\$70,787,592)
Difference between Net Amount Available for Allocation and Recommendations	\$0

district wide tech: 50% or \$750,000 amt instead of \$1.5M

We are not recommended the match concept; but funding 50% instead

regarding match for SC Gateway and IVC Fine Arts Buildings \$1,545,115 for each project instead of fully funding or 1/3 funding

Revised tech contingency to balance out to \$0 Difference above; their contingency adjusted to be a new contingency amount of \$277,855

Added \$86,610 /2 to SC Gateway & IVC Fine Arts Buildings from ATEP operations from the student services position = \$43,305 included in each

<u>Location</u>	<u>Project Description</u>	<u>Amount</u>
Capital Projec	cts-Tier I with BAARC revisions	English at several
IVC	A400 Design/Build project	\$10,463,000
SC	Communication Arts Renovation	\$2,622,000
SC	Sciences Building project	\$11,179,000
SC	ATAS Renovation and Swing Space project	\$18,584,000
IVC	New Parking Lot	\$2,920,000
SC	Gateway	\$1,545,115
IVC	Fine Arts	\$1,545,115
		\$48,858,230
Capital Project	cts-Special Projects	
District Wide		\$3,714,000
SC/IVC	Defective Construction/Code Requirement Projects	\$3,720,000
		\$7,434,000
Scheduled Ma	aintenance and Small Renovation Projects	
District wide	Scheduled Maintenance Projects through priority 2	\$2,000,000
District wide	Small Renovation Projects - priority 1	\$1,680,000
Total	Capital Projects-Tier I with BAARC revisions, Special Projects, and Scheduled Maintenance	\$59,972,230
5 12 12	revised by BAARC on 5 11 12	

Basic Aid Project Considerations 2012-2013

Capital Projects- Tier I with BAARC revisions	2011 Project Estimates	2012 Project Estimates	Basic Aid Assigned as of February 2011	2012 Basic Aid Funding Plan	Future Basic Aid Consideration
Saddleback College - James B. Utt Library Renovation* Comm Arts Addition	\$20,141,000	\$20,141,000 \$2,621,636	\$4,002,000	\$2,622,000	
New Project Total		\$22,762,636			
* Difference in funding covered with State funding					
Saddleback College - Sciences Building	\$58,835,000	\$58,835,000	\$47,656,346	\$11,179,000	
Saddleback College - ATAS Renovation Scope change approved via EFMP Approval Process Swing Space for Auto Tech	\$8,755,055	\$8,755,055 \$5,977,395 \$5,806,687	\$1,956,000	\$18,584,000	
New Project Total		\$20,539,137	040 500 000	All	
New ATEP Buildings			\$12,500,000	Alternate Funding Source	e
Saddleback College - New Loop Road Alignment	\$7,914,500	\$8,998,000	\$3,436,260		\$5,561,740
Irvine Valley - A-400 Renovation	\$3,004,051	\$3,004,051	\$1,000,000	\$10,463,000	
Scope change approved via EFMP approval New Project Total	process	\$8,458,844 \$11,462,895			
Saddleback College Campus Village*					
Irvine Valley - A200 Success Center*		\$4,366,000			\$4,366,000
Irvine Valley-Renovate B 300 Second Floor*		\$2,625,000			\$2,625,000
Irvine Valley - New Parking Lot		\$2,920,000		\$2,920,000	
Saddleback College - New Gateway Building-District Match				\$1,545,115	
Irvine Valley - Fine Arts-District Match				\$1,545,115	ָסָר גַּ
Total Requested				\$48,858,230	9

SOCCCD Construction Design Defects/Code Requirements Project List*

2012/2013

Location	Project	Budget
Saddleback	Health Sciences/District Office Building Waterproofing	\$1,000,000
IVC	Performing Arts Center Waterproofing	\$470,000
Saddleback	Storm Drain Repairs	\$1,500,000
Saddleback	Water Damages/Storm Drainage Issues	\$750,000

Total 3,720,000

*includes projects with design defects and/or code requirements

Drafted by Capital Improvement Committee 3/7/12 Reviewed by Capital Improvement Committee 3/27/12 Approved by Capital Improvement Committee 3/29/12 Reviewed by BAAARC 4/13/12 and 5/11/12 Recommended by BAARC 5/11/12

SOCCC Schedu	The state of the s	ance Projects Priority	List for FY 2012-2013				
Priority	College	Project Name	Project Description	Project Total	College Portion	Basic Ald Request	%
	1 SC	PE Complex	Renovate Showers, Locker Rooms, ADA compliance	\$1,000,000	\$500,000	\$500,000	0.65
	1 IVC	Library Exterior	Paint, repair windows, electronic locks	\$550,000	\$275,000	\$275,000	0.35
	2 SC	Central Plant	Replace Cooling Towers	\$1,500,000	\$750,000	\$750,000	0.61
	2 IVC		Campus-wide replace/upgrade lighting, repair/upgrade storm drains & repair trip hazards	\$950,000	\$475,000	\$475,000	0.39
Subtotal	(for Priorities	1 and 2)		\$4,000,000	\$2,000,000	\$2,000,000	
Totals		2.002.15		\$4,000,000	\$2,000,000	\$2,000,000	

Breakdown of basic ald requests by College for above Priorities 1 and 2:					
College	Amt.	Percentage	DRAC SPLIT for FY 2011-2012	If Amt followed DRAC	Difference
SC	\$1,250,000	0.63		0.6574 \$1,314,800	(\$64,800)
IVC	\$750,000	0.38		0.3426 \$685,200	\$64,800
Symbol -	\$2,000,000			\$2,000,000	

Draft submitted to CIC for review 3 27 12
Approved by CIC 3 29 12
submitted to BAARC 3 30 12
Approved by BAARC

Location	Project	2012-13 Budget Requested
sc	Fine Arts HVAC Renovation	1,000,000
IVC	Upgrade Exterior and Entries to B300 Building	680,000

3/27/12 CIC

Description	COMMENTS	2012-13 Budget Requested
FPP, IPP, 5 Year Plans	At this time, it is not known if a new series of documents or a roll over will suffice for next years FPP, IPP process. Budget assumption is one roll over and one new of each	100,000
DSA Close Out	In previous years, projects were not closed out with DSA and must be. No project budget is assigned to address these outstanding issues. Staff estimates that there are seventeen projects between IVC and Saddleback. Dollars include fees for consultant to pursue close out, engineers to sign off on unsigned documents, additional fees required at DSA	160,000
Design/Build Specialty Consultant	Design Build is delivery method not previously used by the District and will require experts to advise the district in contracts, timing, associated documents such as performance specifications, building information specifications, surveys, etc.	175,000
Legal Counsel for facilities related issues, environmental, etc.	Construction projects result in need for legal counsel for a number of reasons. Examples include Design Build, review of contract documents, claims avoidance, addressing surety take over, and environmental issues, storm drain	300,000
ATEP Site Development (Pre- construction)	Planning, technical, and legal Services. Site Planning Services such as environmental, remediation, experts in BRAC/Navy base, environmental insurance, land appraisals, construction management, fossil relocation and curation, special taxes, financial services, development fees, and infrastructure fee consultant, new market tax credit consultant, special accounting firm for NMTC, city and county planning, permitting, and CEQA planning, development and processing	2,100,000
Lease/Lease Back Consultant	Expert assistance to advise district on new lease/lease back building delivery method	175,000
20 yr. Facilities, Renovation, and Scheduled Maintenance Facilities System Proiect	Facilities System Software project to support the plan. See attached project information summary	704,000
6	Total Requested Funding	\$3,714,000

20 Year Facilities Renovation and Scheduled Maintenance Plan Facilities System Project Information Sheet

History

Facilities and Budget personnel for both colleges and the district developed a report for the Board in April 26, 2010 that indicated the total cost for 20 year Capital and Scheduled Maintenance needs estimated at \$933 million dollars. Current dollars assigned to meet these needs was identified at \$220 million dollars. The report did not include ATEP because there are currently no permanent buildings. In the future, when buildings come on line, these buildings will need to be added as a consideration into the scheduled maintenance needs.

At one time scheduled maintenance was called deferred maintenance. The term "deferred" is used because districts were not receiving enough money to keep up with the maintenance costs of the facilities. Even with a 50% matching fund allowance provided by the state in previous years, there was still not enough money to address the needs. The state has not funded scheduled maintenance projects since 2008/09 and funding is not anticipated in the foreseeable future. SOCCCD allocates funds for Capital and Scheduled Maintenance projects based on available basic aid dollars to fund these needs.

Scheduled Maintenance is the repair or replacement of facility systems at the end of their life cycle with replacement costs greater than or equal to \$400,000 per project. Scheduled Maintenance excludes parking lots, as these projects are funded via parking revenues. Examples are repair or replacement of roofing, heating and ventilation, infrastructure (campus wide storm drains, sewer, electrical).

This topic was determined to be the number one goal for both colleges and the district at the time of the report.

As an outcome of the April 26, 2010 Board meeting, the board requested that the district and colleges work together on efforts to determine a 20 Year Facilities, Renovation, and Scheduled Maintenance Plan. This was to include utilizing uniform and data driven criteria to base the plan on. The Capital Improvement Committee began the efforts to coordinate a prioritized District-wide 20 year Facility, Renovation, and Scheduled Maintenance Plan that utilizes uniform, data driven criteria. This includes developing common facilities definitions and recommendation of a software package that can be used to develop the plan.

Facilities System Project Goals

 Increase awareness of the challenges with meeting existing Scheduled Maintenance and Capital improvements needs

- Assess extent of deferred maintenance liability
- Establish a 20 year Facilities Renovation and Scheduled Maintenance plan that balances expenditures from year to year
- Project and develop a schedule and funding plan to address anticipated life cycle needs
- Provide uniform facilities condition assessment and reporting between both campuses
- Develop short term and long term funding priorities
- Coordinate efforts for inclusion in State Chancellor's Office FUSION database

Description of the Description of the Facilities System Project

The 20 year Facilities Renovation and Scheduled Maintenance Plan Facilities System project is intended to address the goals listed above by providing the colleges with a uniform system for assessing the existing campus conditions and collecting that information in a data base. The facilities system software will provide reports designed to permit a comprehensive understanding of needs and allow for flexibility for developing a variety of proposed solutions.

Components for complete execution of this facilties system project include:

- The purchase of "School Dude" Maintenance Management and Facility Planning Software
- Implementation consultant (ALPHA) costs including condition assessments reviews at both campuses, uploading data into software program, educating staff in the use of the software
- Project Management (Facilities Planning and Program Services, Inc.-FPPS) including coordination of installation, condition assessments, training and consideration for interface with state FUSION system.
- FUSION service fee for access to FUSION upgrade
- Initial and annual cost for staff support
- Annual software maintenance and support fees

Anticipated Facilities System Project Costs - See attached

Draft 3 27 12 CIC

Revised 3 27 12 CIC

Project Title:
Date of Estimate: 20 Yr Facilities, Renovation, & Sched. Maint. Plan Facilities System Project

3/26/2012

	Year One	Annual
School Dude CMMS and FPSS	Investment	Renewal
Year one investment Saddleback	21,100	15,650
Year one Investment Irvine Valley	15,250	11,474
School Dude Implementation Cost	\$ 36,350	\$ 27,124
Alpha Facility Condition Assessment	450,000	
FCA Level 1 and Equipment Inv	156,000	
FCA HVAC In-Depth Inventory	52,000	
Alpha Implementation Cost	208,000	
FPPS Implementation Consultant		
Specialty Implementation Consultant	75,000	-
FPPS Implementation Cost	75,000	•
Onuma FUSION Coordination		
Initial Condition Assessment Input	65,000	
Annual License	2,000	2,000
Onuma Implementation Cost	67,000	2,000
FUSION Database Development	80,000	
Colleges Implementation Costs		
Contractor or temp employee	120,000	
College Implementation Costs	120,000	
Project Subtotal	586,350	29,124
20% Contingency	117,270	
TOTAL Project implementation Costs	\$ 703,620	\$ 29,124

2012-2013 IT Large-level Project List Prioritized for Basic Aid Funding

At a special meeting of the District-wide Technology Committee held on May 3, 2012, the following Basic Aid IT projects were prioritized for 2012-2013:

	2012-2013 Project	Description	Estimated Cost	
1.	End-of-Life Core Network/Tech Refresh	November 2012 is end of support for key components of district-wide core network; computing trends necessitate increased network speed and capacity, which also paves the way for cost savings via virtualized desktops.	\$2,500,000	
2.	Campus Desktop Refresh (25%)	Replace 25% of the lab, faculty, and staff computers district-wide.	\$750,000	
3.	Student Information System (SIS) User-requested Enhancements	Add/upgrade features to SIS from the colleges' prioritized lists.		
4.	HR/Business Services Systems/ Time and Attendance Automation	Replace aging, outdated HR/Business Services software systems.	\$3,000,000	
5.	Degree Audit/MAP Upgrade	Degree Audit provides Admissions staff an automated process to help determine students' eligibility for degrees, certificates and transfer certification. This project is dependent on a decision from the Degree Audit Committee.	or This gree Audit	
6.	Awards Management System	Develop a new Awards Management System (AMS).	\$ 500,000	
7.	Predictive Analytics	Create a predictive analytics module that will mine the data warehouse and provide student success data to students and counselors.	\$ 250,000	
8.	Blackboard Plug-ins	Extend the functionality of the Blackboard Learn LMS with "plug-ins" such as Blackboard Collaborate, Camtasia Relay, and Kultura. Similar one-time funding has proven successful by providing the colleges with a low-risk means of deploying and evaluating new products.	\$ 150,000	
9.	Enterprise Content Management (ECM) Expansion	Extend Perceptive Enterprise Content Management (ECM) system to more business units and augment with Business Process Management (BPM) features.	\$ 150,000	
10.	Matriculation SEP System	Create the ability for a student to create a one-semester academic plan.	\$ 100,000	
11.	HRIS Data Migration System	Migrate HR applicant tracking data to the HRIS system.	\$ 20,000	
12.	TeamDynamixHE Software for IT Governance	IT governance and project management software.	\$ 50,000	
13.	TracDat Integration with SharePoint	Integrate TracDat into our district-wide SharePoint system.	\$ 35,000	
14.	District-wide Infrastructure Inventory System	Track District-wide IT infrastructure including hardware and software licenses.	\$ 75,000	
15.	MySite Help System (partial funding)	Begin creating an online help system that will provide user documentation for all MySite services.	\$ 20,000	
16.	Unified Communications System	Allows voicemails sent to CISCO telephones to be converted to email attachments and delivered via the Microsoft Exchange email system.	\$ 50,000	
SUBT	OTAL		\$9,900,000	
Conti	ngency		\$ 277,855	
TOTA			\$10,177,855	

^{*}Project #2 and Contingency amount revised by BAARC on 5 12 12

MEMORANDUM



OFFICE OF THE PRESIDENT

DATE:

April 6, 2012

TO:

Dr. Debra Fitzsimons

Chair, Basic Aid Allocation Recommendation Committee

Vice Chancellor of Business Services

FROM:

Dr. Glenn R. Roquemore

DLO

President, Irvine Valley College

RE:

2012-13 Basic Aid Allocation Recommendation for ATEP Site Operation

On September 27, 2010 the Board of Trustees (BOT) approved a reorganization in which Irvine Valley College was designated to administer and operate the currently developed 1.5 acre Advanced Technology & Education Park (ATEP) site. On October 25, 2010, the BOT adopted Resolution 10-19 (Exhibit A) to continue using basic aid to cover the costs of staff, designated faculty, instructional support and facilities at ATEP through June 30, 2011. The resolution also authorized the use of basic aid to fund infrastructure staffing expenses of a groundskeeper, maintenance worker and campus coordinator, prior to the achievement of center status. Subsequently, Board Policy 3110 was adopted authorizing basic aid funds for certain one-time (non-recurring) projects including site development. Supporting the ATEP Site Operations is required while the rest of the site is being developed and, thus maintenance of the currently developed site is an integral part of the overall site development project. Therefore, funding for ATEP Site Operations is being requested as part of the basic aid allocation process for FY 2012-13 as summarized below.

Exhibit B delineates the FY 2012-13 basic aid funding request for ATEP Site Operation. Compared to 2011-12, major increases include step & column movement for the positions currently funded through basic aid and upgrading a building maintenance worker to a lead level. Funding for utilities and supplies and operating for the Facilities department is flat compared to last year. In 2011-12, Irvine Valley College created a Student Services Specialist position specifically for ATEP pursuant to an ACCJC mandate to provide adequate support services to students attending ATEP. The cost of this position is being recommended for basic aid funding in 2012-13. In addition, it is recommended that the funding for security services currently offered at ATEP be made available for part-time police coverage once the demolition phase of the project is complete. This will allow IVC, as site administrator, to provide adequate levels of security for students, staff and facilities at ATEP.

The recommended funding for ATEP Site Operations from basic aid for FY 2012-13 tentative budget at \$724,117 is shown below.

Division	2011-12 Revised Budget	Encum. & Expens. (4/9/12)	2012-13 Proposed Budget
Management - 16	199,396	184,282	199,633
Facilities - 21	234,150	162,959	265,387
Student Services -024	-	•	86,609
Fiscal Services - 25	62,800	41,850	61,800
Police - 34	68,548	89,773	110,688
TOTAL	564,894	478,865	724,117

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

RESPONSIBILITIES OF CURRENT AND FUTURE DEVELOPMENT OF THE ADVANCED TECHNOLOGY & EDUCATION PARK

RESOLUTION 10-19

October 25, 2010

Whereas, in 2004 the City of Tustin conveyed 68.37 acres of land for the Advanced Technology & Education Park (ATEP) to the South Orange County Community College District (SOCCCD) and both Irvine Valley College and Saddleback College worked together with the SOCCCD to determine the initial academic direction and long range academic plans for the new site; and

Whereas, since 2004 the SOCCCD administration has been responsible for the hiring and supervision of personnel to manage the ATEP site;

Whereas, with input from both Colleges, since 2004 the SOCCCD administration has led the municipal liaison, legal, facilities planning, fiscal management, partnership development, and land development activities for the 68-acre site; and

Whereas, an initial 1.5 acres of the ATEP site was developed into classrooms, offices and parking and since the fall of 2007 Irvine Valley College and Saddleback College scheduled and held courses at ATEP; and

Whereas, both Colleges and the SOCCCD worked together for several months to determine the most effective way to manage the currently developed 1.5 acre ATEP site for instruction and related services and continue municipal liaison, legal, facilities planning, fiscal management, partnership development, and land development activities of the remaining acres; and

Whereas, on September 27, 2010 the Board of Trustees approved a reorganization in which <u>Irvine Valley College</u> is designated to administer and operate the currently developed 1.5 acre ATEP site, while Saddleback College will continue to direct its sole program at the site; and

Whereas, most activities related to ATEP have been funded through basic aid and both Colleges reimbursed for designated faculty costs; and

Whereas, basic aid will continue to be used to cover the costs of staff, designated faculty, instructional support and facilities at ATEP through June 30, 2011; and

RESPONSIBILITIES OF CURRENT AND FUTURE DEVELOPMENT OF THE ADVANCED TECHNOLOGY & EDUCATION PARK

Whereas, prior to the achievement of center status basic aid will continue to fund the infrastructure staffing expenses of a groundskeeper, maintenance worker and campus coordinator; and

Whereas, when the expanded ATEP site is designated as a center, funding for the site will be allocated according to the SB361 model; and

Whereas, commercial partnerships for the ATEP site will be directed by the SOCCCD and any resulting revenues be utilized to supplement basic aid; and

Whereas, development of partnerships with educational institutions will be a shared responsibility between the SOCCOD and the Colleges; and

Whereas, while future facility planning of the ATEP site will be led by the SOCCCD, with input from the Colleges, the determination of educational programs is the responsibility of both Colleges through their strategic planning processes; therefore,

Be it resolved that Irvine Valley College, Saddleback College and the District Office shall work together to move forward the development of the Advanced Technology & Education Park to meet the educational needs of the community.

Donald P. Wagner, President	Nancy M. Padberg, Vice President
Marcía Milchiker, Clerk	Thomas a. Fuentes, Member
William O. Jay, Member	David B. Lang, Member
John S. Williams, Member	

ATEP 2	2012-13 Bu	dget Worksheet
Department	Amount	Comment
Management - 016		
- Coordinator Salaries and Benefits	137,633	Step & Column
- Cox Communication		No change
- City Lease	7,000	The second secon
Total Management	199,633	
Facilities Management - 021		
- Groundskeeper		Step & Column
- Lead Building Maintenance Worker		Step & Column + Lead from BMW
- Substitutes		Vacation coverage
- Supplies & Fuel	21,300	
- Contracts and Rents	30,880	
- Equipment and Cap Outlay	9,000	
Total FM	265,387	Supplies and Operating Total = \$61,180 - same as last year
Police - 034		
- Security Contract	30,000	No change
- Security Officer	80,688	Should be 100% ATEP as long as demolition is incomplete
Total Police	110,688	
Utilities - 025		Flat compared to 11/12
Contingency	15,000	No change
Grand TOTAL - Baseline	637,508	
Additional Requests for 2012-13		
1. Police Coverage	-	Convert Security Services to Hire Additional Police Officers once the demolition is complete.
2. Student Services Position	86,609	This position was created pursuant to ACCJC recommendation.
TOTAL Request	86,609	
TOTAL ATEP Request	724,117	

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 5.1
DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Minutes of the Board of Trustees Meeting

ACTION: Approval

Minutes from:

April 30, 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 April 30, 2012

PRESENT

Members of the Board of Trustees:

Nancy M. Padberg, President T.J. Prendergast, Vice President Marcia Milchiker, Clerk Bill Jay, Member David B. Lang, Member Frank M. Meldau, Member 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 Robert Bramucci, Vice Chancellor, Technology and Learning Services

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

- 1.1 Call to Order
- 1.2 Public Comments

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

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)
 - Agency Designated Negotiator: David Bugay, Ph.D.
 - 2. Police Officers Association (POA)
 - a. Agency Designated Negotiator: David Bugay, Ph.D.
 - 3. Administrators and Managers: Unrepresented Employees
 - a. Agency Designated Negotiator: Gary Poertner
- C. Conference with Legal Counsel (GC Section 54956.9) (3)
 - 1. Existing Litigation (GC Section 54956.9[b]) (1 case)
 - a. Avery Investment Group v. SOCCCD
 - 2. Anticipated Litigation/Significant Exposure to Litigation (GC Section 54956.9[b][1] and [b][3][A]) (1 case)
 - a. Bayley Construction v. SOCCCD claim rejection
 - 3. Initiation of Litigation (GC Section 54956.9[c]) (1 case)
 - a. Initiation of Petition in Intervention

RECONVENE OPEN SESSION: 6:00 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

On a 6-0 vote with Trustee Fuentes absent, the board approved a three-month general unpaid leave to a classified employee.

On a 6-0 vote with Trustee Fuentes absent, the board approved a general unpaid leave for an additional six months, with benefits, to a classified employee.

On a 6-0 vote with Trustee Fuentes absent, the board voted to reject the claim filed by Bailey Construction against the District.

On a 6-0 vote with Trustee Fuentes absent, the board unanimously approved intervention in the states suit against the County of Orange regarding the vehicle license fee adjustment amount.

2.2 Invocation

Led by Trustee T.J. Prendergast

2.3 Pledge of Allegiance

Led by Trustee Bill Jay

2.4 Resolutions / Presentations / Introductions

Resolution - Jordan Larson: Student Trustee

Resolution - Classified School Employee Week

Resolution - Marie de la Palme - IVC Professor of the Year

Resolution – Joseph Gerges – IVC Part-Time Professor of the Year

Resolution – Becky Rigali – IVC Emeritus Professor of the Year

Resolution - David DiLeo - SC Professor of the Year

Resolution - Ken Le - SC Associate Professor of the Year

Resolution - Rob Henry - SC Emeritus Professor 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 Reports

4.0 DISCUSSION ITEMS

4.1 SOCCCD: Board Report on Veteran's Services

A presentation will be made by Tere Fluegeman, District Director of Public Affairs and Government Relations; Carol Hilton, Saddleback College Fiscal Services Director; Don Lindboe, Saddleback College Senior Fiscal/Veterans Specialist; Terence Nelson, Saddleback College Assistant Dean and VETS Center Director; and Darryl Cox, Irvine Valley College Director of Financial Aid and VETS Center Director to provide an update on student veterans services and needs.

District Director of Public Affairs and Governmental Relations Tere Fluegeman, Saddleback College Senior Fiscal/Veterans Specialist Don Lindboe, Saddleback College Assistant Dean and VETS Center Director

Terence Nelson and Irvine Valley College Director of Financial Aid and VETS Center Director, Darryl Cox presented a report on Veteran's Services at Saddleback and Irvine Valley colleges.

5.0 CONSENT CALENDAR ITEMS

All matters on the consent calendar are routine items and are to be approved in one motion unless a Board member requests separate action.

Trustee Padberg requested to pull and vote separately on items 5.16 and 5.17.

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 with Trustee Fuentes absent.

- 5.1 **SOCCCD: Board of Trustees Meeting Minutes**Approve minutes of a regular meeting held on March 26, 2012.
- 5.2 Saddleback College: Sciences Building Project: Amendment No. 1 to Geotechnical Engineers Scope of Work

 Approve amendment to the contract with C.E.M. Lab Corp. Geotechnical increasing the amount by \$14,850. The total revised contract amount is \$49,500.
- 5.3 Saddleback College: James B. Utt Memorial Learning Resource Center Construction Management Agreement: Amendment No. 1
 Approve amendment increasing the amount by \$269,549. With McCarthy Building Company. The total revised contract amount is \$1,247,579.
- 5.4 Saddleback College: Sciences Building Project: Architectural Agreement Amendment No. 1
 Approve amendment increasing the amount by \$17,000 with Dougherty & Dougherty Architects, LLP. The total revised contract amount is \$2,621,000.
- 5.5 Saddleback College: Technology and Applied Sciences Building Swing Space Project: Hire Architect
 Approve agreement with R2A Architecture, Inc. in the amount of \$485,000.
- 5.6 Saddleback College: Amendment to Instructional Agreement
 Approve the agreement amendment increasing the amount by \$2,250 with
 Yosemite Community College District. The total revised agreement amount is \$12,250.00.

5.7 Saddleback College: Assignment of Cosmetology and Cosmetician Instruction Agreements

Approve the assignment of educational services agreement from Athena College of Beauty to Advanced Beauty College for Cosmetology and Cosmetician instruction.

- 5.8 Saddleback College: Study Abroad Program to Oxford, England Approve the agreement with The American Institute for Foreign Study for coordinating the travel abroad.
- 5.9 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.
- 5.10 Irvine Valley College: Substitution of Subcontractor: Life Sciences Project: Aero Plumbing

Approve the removal of Aero Pluming and its substitution with Don Brandel Plumbing, Inc. The substitution will have no impact on the cost of the project.

- 5.11 Irvine Valley College: Landscaping Project: Notice of Completion
 Authorize the filing of the notice of completion with Diversified Landscape
 Management, Inc. and authorize the release of retention 35 days after filing.
- 5.12 Irvine Valley College: Campus Wide Exterior Way-finding System: Notice of Completion and Change Order No. 1

Approve change order for a credit of \$16,409.40 and authorize the filing of the notice of completion with A Good Sign & Graphics for a final contract amount of \$297,770.60. Authorize the release of retention 35 days after filing.

- 5.13 Irvine Valley College: Life Science Building: Change Order No. 4
 Approve change order decreasing the contract amount by \$31,434. The total revised contract amount is \$11,350,392.
- 5.14 SOCCCD: Revised 2013-2014 Academic Calendar Approve the proposed Academic Calendar for 2013-2014.
- 5.15 **SOCCCD:** Authorization of Payment to Trustee Absent from Board Meeting

Adopt resolution 12-13 (Exhibit A) authorizing payment to Trustee Fuentes who was absent from the March 26, 2012 Meeting of the Board of Trustees.

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

Adopt resolution 12-14 (Exhibit A) authorizing payment to Trustee Jay who was absent from the March 26, 2012 Meeting of the Board of Trustees.

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

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

Adopt resolution 12-15 (Exhibit A) authorizing payment to Trustee Milchiker who was absent from the March 26, 2012 Meeting of the Board of Trustees.

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

5.18 SOCCCD: Adopt Resolution No. 12-16: Authorizing Design Build Procurement for the ATEP Campus, IVC Building No. 1 and Saddleback College building No. 1 Project

Adopt resolution to authorize the use of Design Build for the New ATEP Campus, IVC Building No. 1 and Saddleback College Building No. 1 Project.

5.19 SOCCD: Adopt Resolution No. 12-17: Authorizing Design Build Procurement for the Irvine Valley College A400 Project
Adopt resolution to authorize the use of Design Build for the IVC A400 Project.

5.20 SOCCCD: Design Build Criteria and Programming Architectural Services

Approve agreement with Lionakis for the Criteria and Programming Architectural Services for the New ATEP Campus IVC Building One and Saddleback College Building One and IVC A400 projects for a total cost of \$372,860.

5.21 SOCCCD: Budget Amendment: Adopt Resolution No. 12-18 to Amend 2011-2012 Restricted General Fund

Adopt resolution to amend the 2011-2012 adopted budget

5.22 **SOCCCD:** Purchase Order/Confirming Requisitions

Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P12-03546 through P12-04068 amounting to \$2,256,566.99 and P13-00001 through P13-00038 amounting to \$169,727.90. Approve confirming requisitions dated March 8, 2012 through April 10, 2012 totaling \$214,478.99.

5.23 **SOCCCD: Transfer of Budget Appropriations**

Ratify the transfer of budget appropriations as detailed in the exhibit.

5.24 **SOCCCD: Payment of Bills**

Approve check no. 156896 through 157879 processed through the Orange County Department of Education, totaling \$4,809,134.41; and check no. 010353 through 010371, processed through Saddleback College Community Education, totaling \$35,258.71; and check no. 008982 through 008984, processed through Irvine Valley College Community Education, totaling \$1,595.00.

5.25 SOCCCD: Gifts to the District and Foundations

Approve the acceptance of donations.

5.26 **SOCCCD: March/April 2012 Contracts**

Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

6.1 Saddleback College: Energy Service Agreement

Conduct a public hearing on the proposed agreement for energy service.

At 7:53 p.m. the Regular Meeting was recessed to a Public Hearing on the proposed Energy Service Agreement. Since there were no public comments, the Public Hearing was adjourned and the Regular meeting was reconvened at 7:54 p.m.

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

6.2 Saddleback College: Energy Management System Agreement
Approve the agreement with Computrol, Inc. in the amount of \$1,400,000.

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

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

Accept the award of \$763,854 from the City of Santa Ana for the H-1B Technical Skills Training Grant: Orange County Bridge to Engineering.

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

6.4 Irvine Valley College: Grant Acceptance, Career Development Work-Based Learning Linkages to Professional Organizations, Year Four Approve the fourth year RFA No. 11-034-001 grant award of \$500,419.00 from the California Community Colleges Chancellor's Office (CCCCO) to develop academic programs, internships, and placement opportunities and provide career technical education leadership.

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

6.5 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, BP-4000.3: Workplace Violence, BP-4077.1: Change of Assignment-Classified Managers

Discussion/Approval

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

6.6 SOCCCD: Board Policy Revision: BP-5608: Tuition Refunds, BP-5605: Residence Determination, BP-4050: Employee Use of District Motor Vehicles

Accept for review and study.

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

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

On a motion made by Trustee Milchiker and seconded by Trustee Jay 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 a Classified
Position, Change of Status, Out of Class Assignments,
Resignation/Retirement/Conclusion of Employment, Volunteers.

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

7.0 REPORTS

- 7.1 Saddleback College and Irvine Valley College: Professors of the Year Saddleback College and Irvine Valley College Professors of the Year.
- 7.2 Saddleback College and Irvine Valley College: Speakers
 A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 7.3 **SOCCCD: Basic Aid Report**Report on projected receipts and approved projects.
- 7.4 SOCCCD: Facilities Plan Status Report Status of current construction projects.
- 7.5 **SOCCCD: Monthly Financial Status Report**The reports display the adopted budget, revised budget and transactions through March 31, 2012.
- 7.6 SOCCCD: Retiree (OPEB) Trust Fund
 This report is for period ending March 31, 2012.
- 7.7 **SOCCCD: Quarterly Financial Status Report**This report is as of March 31, 2012 for the 2011/2012 fiscal year.

8.0 WRITTEN REPORTS

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

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

- K. California School Employees Association
- L. Saddleback College Academic 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.

The meeting was adjourned at 8:23 p.m.

Gary L. Poertner, Secretary

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.2 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Irvine Valley College: Forensics Team Activities 2012-13

ACTION: Approval

BACKGROUND

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

STATUS

Irvine Valley College plans to participate in a number of speech tournaments during the 2012-2013 academic year. Each tournament will incur entry and judging fees and several tournaments will require lodging, transportation, incidentals, and meals for the students and coaches on trips that take place over a number of days. The tournaments and maximum cost estimates for each event are described in Exhibit A. Funding will be through the combined budget allocations of student government (ASIVC), department general fund, staff development, and the Foundation.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the participation of the Irvine Valley College Forensics Team and their coaches in the 2012-2013 speech tournament schedule at a total estimated maximum budget not to exceed \$54,100.

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

Tentative 2012-2013 IVC Forensics Tournament Schedule

	2	012 FALL SEMESTER					
Dates	Tournament	Location	Entry	Meals	Lodging	Air/Ground	Total
Aug. 13-17	So Cal Debate Forum - Summer Camp	IVC	\$0				
Sept. 7- 9	PSCFA Coaches Conference	Palm Desert		\$500	\$900	\$300	\$1,700
Sept. 14	PSCFA Seminar	осс	\$0				\$0
Sept. 29-30	PSCFA Warm-up	El Camino	\$0				\$0
Oct. 5-7	California Double Up	APU	\$1,800				\$1,800
Oct. 5-7	US Universities Nat'l Open	Claremont	\$1,200				\$1,200
Oct 14-16	Irvine Swing	IVC/Concordia	\$1,400	\$700			\$2,100
Oct. 26	Free for Me LD Tournament	IVC	\$0				\$0
Oct. 27-28	Watson/Lancer	PCC	\$1,200	\$800	\$1,200		\$3,200
Nov. 1-5	Pacific Meets The Delta	UOP - Stockton	\$1,200	\$1,200	\$2,100		\$4,500
Nov 9-11	Robert Barbera Invitational	CSUN	\$1,200	\$600	\$800		\$2,600
Nov. 9-11	Griffin Invitational Swing	Grossmont	\$1,200				\$1,200
Nov. 30-Dec. 2	La Verne Invitational	La Verne	\$1,200				\$1,200
Nov. 30-Dec. 2	PSCFA Fall Champs	Cerritos	\$1,800				\$1,800
	20	13 SPRING SEMESTER					
Dates	Tournament	Location	Entry	Lodging	Meals	Air/Ground	Total
Jan. 5	So Cal Debate Forum - Winter Invtitational	IVC	\$0				\$0
Jan. 11-13	It's Great to Free Tournament	IVC	\$0				\$0
Jan. 26-27	Back to the Beach Invitational	CSULB/Mt SAC	\$1,200				\$1,200
Feb. 1	Southwestern Invite	Southwestern	\$500				\$500
Feb. 1-3	Round Robin, Sunset Cliffs	Pt Loma	\$1,600	\$1,800	\$1,000		\$4,400
Feb. 15-17	Tabor/Venitsky & LD Champs	Cerritos, CA	\$1,600				\$1,600
Feb 22-24	PSCFA Spring Champs	CSULB	\$1,800				\$1,800
Mar. 13-17	CCCFA State Championships	Woodland Hills, CA	\$1,600	\$2,200	\$2,000		\$5,800
Mar. 21-25	NPDA National Championships	UOP - Stockton	\$1,800	\$2,400	\$1,300		\$5,300
Apr. 12-14	US WUDC National Championships	La Verne	\$1,500				\$1,500
Apr. 14-20	Phi Rho Pi	Woodland Hills, CA	\$2,100	\$4,500	\$3,000		\$9,600
Apr. 27-28	PSCFA Cool-Off	Saddleback	\$900				\$900
	GRAND TOTAL		\$26,800	\$14,700	\$12,300	\$300	\$54,100

**Estimated Cost Breakdown by Funding

*ASIVC	\$31,000
*IVC Conference Account-Forensics Coach Travel	\$9,000
*IVC Staff Development Fund	\$4,000
*Foundation Account/Fundraising	\$10,100
Total Funding (Estimate)	\$54,100

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.3 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Irvine Valley College: Award of Bid 295D: Bookstore Operations

Agreement

ACTION: Approval

BACKGROUND

The current agreement for the Bookstore Operations services at Irvine Valley College expires on June 30, 2012.

STATUS

On March 6, 2012, district staff held a mandatory pre-proposal meeting for Bid No. 295D for Bookstore Operations services. Two vendors attended. On March 26, 2012, two vendors provided proposals. (Exhibit A)

Irvine Valley College evaluated the proposals and recommends contract award to Follett Higher Education Group for two years with the option for three, one year extensions. The recommendation is based on the demonstration of superior quality of service and products and their partnership value to the college. The President supports the recommendation.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve a two year agreement (Exhibit B) with the option for three, one year extensions with Follett Higher Education Group for Bookstore Operations Services at Saddleback College campus. This is a revenue generating contract with benefits provided to the college equaling approximately \$370,000 annually and \$150,000 in a one-time contribution.

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

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

BID NO. 295 D

BOOKSTORE OPERATIONS FOR IRVINE VALLEY COLLEGE PROPOSAL COMPARISONS

Category	Barnes	& Noble	Follett*	
Compensations:	Option 1 – Standard Textbook Pricing	Option 2 – 5% Discount of New & Used Textbooks		
	13.5% Gross Sales up to \$3 million	10.5% Gross Sales up to \$3 million	13.5% Gross Revenue up to \$5 million; plus	
	14.5% Gross Sales of all sales over \$3 million	11.5% Gross Sales up to \$3 million	14.5% of any part of Gross Revenue over \$5 million	
	Guaranteed minimum commission for the first year of: \$300,000	Guaranteed minimum commission for the first year of: \$200,000	Guaranteed minimum commission for the first year of: \$350,000	
General Scholarship	\$5,000/annually	\$5,000/annually	\$10,000/annually	

	(to be awarded at the discretion of IVC)	(to be awarded at the discretion of IVC)	(general scholarship contribution administered by the College)
Textbook Scholarship	None included	None included	\$10,000/annually
			(textbook scholarship in the form of gift cards or accounts receivable acct. administered by College Administration)
One-Time Contribution	\$50,000 one-time (signing bonus to be utilized at the discretion of IVC)	None included	\$150,000 one-time payment
Proposed Capital Contributions	\$135,000 (design, fixture, and equipment)	\$135,000 (design, fixture, and equipment)	None included
	\$40,000 (computer & POS system	\$40,000 (computer & POS system	

AGREEMENT-BOOKSTORE OPERATION SERVICES, IRVINE VALLEY COLLEGE

This AGREEMENT is made this 1st day of July, 2012, by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and **Follett Higher Education Group**, an Illinois corporation, hereinafter referred to as "CONTRACTOR".

1. SCOPE

The CONTRACTOR hereby agrees to manage the Irvine Valley College (IVC) Bookstore located on the Irvine Valley College Campus, 5500 Irvine Center Drive, Irvine, California 92618, during the term of this Agreement.

2. TERM

The duration of this agreement shall be for a period of two (2) years beginning July 1, 2012 with three - one year options to renew to operate the Irvine Valley College Bookstore.

3. CONTRACTOR'S RESPONSIBILITIES

- A. The CONTRACTOR shall be responsible for all costs of operating the bookstore, including, but not limited to, the following items:
 - 1. All merchandise inventory cost.
 - 2. All equipment and fixtures not provided by the DISTRICT and necessary to operate the bookstore.
 - 3. Maintenance, in proper condition and repair, of any DISTRICT provided bookstore furniture, fixtures and equipment used by the CONTRACTOR.
 - 4. Maintenance of the wall-mounted fire extinguishers at least once each fiscal year and providing the DISTRICT with necessary documents of proof thereof.
 - 5. Cleaning of the office, display/merchandising and receiving/warehousing areas.
 - 6. Maintain clean, dry floors in the service areas at all times.
 - 7. All telephone and computer access expenses.
 - 8. All taxes and insurance costs.
 - 9. Extermination and pest control services.
 - 10. All vehicle and transportation costs required for the operation.
 - 11. All office and operating supplies.
 - 12. All advertising and promotion costs.
 - 13. Removal of all trash and garbage to District-provided waste receptacles.
- B. The CONTRACTOR shall also be responsible for:
 - 1. All labor costs, Social Security tax, and unemployment insurance.
 - All salaries, wages and employee benefits payable to or on behalf of the CONTRACTOR's employees.
 All employees (including students) shall be employed by the CONTRACTOR in his own name, and the CONTRACTOR shall hold the DISTRICT harmless from any and all claims, demands or liability on account thereof.

- 3. CONTRACTOR shall hire whenever possible College students for both part-time and temporary positions and take into consideration academic commitments of student employees in scheduling responsibilities and hours.
- 4. CONTRACTOR shall pay its employees no less than the minimum wage established for each such worker by any applicable law, take all necessary precautions for worker safety and provide emergency first aid required by any applicable law.
- 5. CONTRACTOR shall consult and notify the College in regard to the appointment, service, transfer, and dismissal of all CONTRACTOR management personnel serving on campus. All CONTRACTOR's personnel shall be subject to DISTRICT regulations regarding personal behavior and use of DISTRICT facilities, and shall be subject to exclusion from the DISTRICT at the request of the DISTRICT for serious violations thereof or for conduct inimical or offensive to the interest of the DISTRICT or its students.
- C. CONTRACTOR shall at the minimum remain in operation during all instructional terms of the year. The CONTRACTOR shall have the Bookstore(s) fully stocked, textbooks shelved and sell-ready one week prior to the start of classes. CONTRACTOR shall remain in operation during all instructional terms of the year. CONTRACTOR shall confer with the College in establishing and maintaining bookstore hours to adequately serve day and night students during the regular term and extend its hours during opening and rush periods. Hours and days of operations shall be agreed upon by both parties, including days that the bookstore shall be open before each instructional term. CONTRACTOR shall adjust its business hours to accommodate Irvine Valley College's special events, such as major athletic games, homecoming, commencement, parents weekends, and campus lectures.
- D. CONTRACTOR shall collect fees and report collections in the following manner:
 - CONTRACTOR shall collect fees for various College or student activities and Orange County Transit
 District passes and remit to DISTRICT monthly by check with an accounting sheet indicating specific
 categories of fee collection. These fees will not be considered revenues for purpose of any
 commission computation.
 - 2. CONTRACTOR shall provide for charge/debit sales of books, supplies and all other merchandise to students, faculty and staff through MasterCard, Visa, American Express, the Discover Card, and through bank ATM cards. CONTRACTOR shall provide also for charge sales to Irvine Valley College and to South Orange County Community College District on their own accounts, payable thirty (30) days from statement date. CONTRACTOR shall accept personal and Irvine Valley and Saddleback College checks from students, faculty and staff in reasonable amounts in payment for purchases, subject to appropriate identification.
 - 3. CONTRACTOR shall establish an automated and integrated accounting system whereby students in the EOPS/CARE and CalWORKS programs may purchase books with charges billed to EOPS directly.
 - 4. CONTRACTOR shall accept financial aid bookstore vouchers.
 - 5. CONTRACTOR shall accept student ID debit cards if implemented by the College.
- E. CONTRACTOR shall provide to every person purchasing a textbook during term a brochure describing the bookstore policies and procedures.
- F. CONTRACTOR shall provide on line bookstore services for students and staff that integrates registration, etc., with the present IT systems and will maintain such integration, at CONTRACTOR'S cost. Any IT software

- system's version upgrade must be implemented and integrated within 30 days. Any IT software system problems must be troubleshoot and resolved within 3 days.
- G. CONTRACTOR shall provide merchandise bags printed with the college logo. These bags may also have the CONTRACTOR's name and logo.
- H. CONTRACTOR shall maintain an inventory system for new and used textbooks that will promote service to the faculty and maximize the number of used books for the students. Inventory system and results shall be available for review by the DISTRICT at the DISTRICT's discretion.
- I. CONTRACTOR shall specify its textbook order/reorder process and its methods for:
 - 1. Notification to DISTRICT of out-of-stock and out-of-print titles in a timely manner
 - 2. Notification to DISTRICT of textbook arrivals.
 - 3. Provide proposed forms for distribution to faculty for reporting inventory and assisting with reorder process.
- J. CONTRACTOR shall provide appropriate signage at the bookstore, including posting operating hours at the store entrance. CONTRACTOR agrees that DISTRICT's approval in advance is required for any proposed new sign.
- K. CONTRACTOR ensures it will not sell questionable merchandise at the Irvine Valley Bookstore. In cases in which the DISTRICT questions the sale of items it considers objectionable, CONTRACTOR will discontinue the display and sale of those items immediately.
- L. CONTRACTOR to provide College Library, a single copy of textbooks, at no cost to the college, when books are out-of-stock. This may be due to late shipments or not enough numbers of textbooks available.
- M. CONTRACTOR shall display the "Required" books in the manner that is obvious and in plain sight of the students. Recommended books must be clearly marked as recommended so to not be confused with the "Required" books.
- N. CONTRACTOR shall send confirming email to the Instructor when her/his book adoption is received.
- O. CONTRACTOR to guarantee and provide the number of textbooks required when the textbook adoption is received at least 30 days before the start of classes and no issues outside CONTRACTOR'S control, such as out-of-print, out-of-stock, foreign titles, etc.
 - Should the CONTRACTOR not meet this guarantee, CONTRACTOR will contribute \$500 to the IVC scholarship fund for each class/title affected, and will give each student affected a \$10 bookstore gift card.
 - 2. In addition, CONTRACTOR will overnight the textbooks at their sole expense additional textbooks to meet the demand.
 - 3. CONTRACTOR to advertise the student's out of stock policy.
- P. CONTRACTOR will be responsible for informing the DISTRICT about needed facility repairs throughout the course of this contract. The DISTRICT will make or authorize repairs to the facility. Should a circumstance arise

when CONTRACTOR is deemed responsible for wear or damage, the DISTRICT may request that CONTRACTOR pay for the necessary repairs.

- Q. CONTRACTOR shall provide DISTRICT with records, if requested, for a monthly report that shall include the total net sales and fee income. Contractor shall maintain accurate, complete and separate books of account according to accepted standards of accounting, reflecting its operations on a fiscal year basis (July 1 June 30), together with appropriate supporting data and documents. These books will be made available for audit by the DISTRICT Auditors, and/or DISTRICT or College representatives.
- R. CONTRACTOR shall assume sole responsibility for damage or losses, regardless of cause, to any and all property of the CONTRACTOR located in or on DISTRICT property.
- S. On termination of the contract, CONTRACTOR shall vacate all parts of DISTRICT's premises occupied by it and shall restore the same to the DISTRICT in the same condition as when originally made available to CONTRACTOR, reasonable wear and tear expected. CONTRACTOR and DISTRICT shall jointly conduct a closing inventory and CONTRACTOR shall replace or repair all lost, damaged or destroyed District-supplied equipment or other assets. All equipment and furniture provided by the CONTRACTOR will, at the end of the contract, remain the property of the CONTRACTOR.

4. CONSIDERATION

- A. CONTRACTOR agrees to pay a commission percent of gross revenue, with a guarantee of minimum per annum. Gross Revenue shall be considered to be monies collected by the Bookstore or the Store's world wide web page, catalog, or mail order function, including text rental fees and replacement costs of rental texts not returned, but excluding any text rental processing fees, less refunds, returns, taxes, commissions earned from rings and graduation regalia, allocations of Follett-funded scholarships, discounted sales to departmental faculty, staff and others under this Agreement, and sales at less than a 20% gross margin, including but not limited to computer system sales (such as software, hardware and components), and consumer electronics (such as mp3 players, digital cameras and e-readers), all as reasonably calculated by CONTRACTOR. When CONTRACTOR sells digital content as agent, CONTRACTOR'S agency fee shall be applicable gross revenue.
- B. Commission computation and payment by check shall be on a monthly basis. The sales analysis, commission computation report and payment will be furnished by the CONTRACTOR to the DISTRICT within twenty (20) calendar days after the close of each month. A late fee is an amount equal to one and one-half percent (1-1/2%) compounded per month plus \$200 of the DISTRICT's share will be assessed against the CONTRACTOR for any late remittance.
- C. CONTRACTOR agrees to pay the following commission amounts:
 - \$350,000 annually for the first year: If in the first full year during the term of this Agreement, calculated commission payments to DISTRICT are less than \$350,000 ("Guaranteed Annual Income"), CONTRACTOR will pay DISTRICT an additional amount necessary to bring total payments to DISTRICT for that year up to the Guaranteed Annual Income. CONTRACTOR will provide a Guaranteed Annual Income in all future years of this agreement that will be an amount equal to ninety (90%) of the

calculated commission on gross revenue of the immediately preceding year. The guarantee would rise annually as sales increase. OR:

2. 13.5% of all Gross Revenue up to \$5,000,000; plus 14.5% of any part of Gross Revenue over \$5,000,000

Compensation will be given in whichever is greater in any contract year.

D. In addition, CONTRACTOR will make a \$150,000 one-time payment within 90 days of the execution of a mutually acceptable contract. This payment will be subject to amortization and repayment in accordance with the contract.

5. EXCLUSIVE FRANCHISE

CONTRACTOR shall be, during the duration of his contract, the only authorized bookstore on campus. The DISTRICT will cooperate with the contractor and use its highest offices to prevent or discourage unauthorized competitive activities. Occasionally, the Friends of the Library or some student groups may request authorization to conduct used book sales to raise funds for their programs; the college will consult and coordinate with the CONTRACTOR prior to authorizing these events.

CONTRACTOR will also have the right to use Irvine Valley College seal and logo on items such as stationary, soft goods, notebooks, pens, pencils, decals, and other manufactured goods traditionally sold in campus bookstores.

CONTRACTOR agrees that the bookstore may sell gum and candy but no other food or beverage items unless specifically authorized by the DISTRICT.

6. PRICES

CONTRACTOR agrees to maintain the following retail selling price structure:

Textbooks – new No higher than publisher's list price or 25% gross profit margin on net

price books. A freight pass through may be added.

Textbooks – used Not to exceed 75% of the current new textbook selling prices.

E-books and other digital

content

Not to exceed 30% gross margin.

Coursepacks, text "package", Not to exceed 30% gross margin. "kits", "sets", and "bundles",

and non-returnable and return-

restricted text

The maximum gross margins for all other merchandise will not exceed the normal gross profit margin within the campus bookstore industry.

Thirty (30) days prior to the beginning of any academic year of operation, the markup of any merchandise or services covered by any portion of this contract may be renegotiated provided the CONTRACTOR can prove to the satisfaction of DISTRICT that costs have increased by that percentage or more during the preceding one-year period. If satisfactory

negotiations cannot be consummated, there is nothing in this paragraph that will prohibit either the CONTRACTOR or DISTRICT from terminating the contract.

7. DISCOUNTS

The following are the percentages of discount offered:

Items purchased by the DISTRICT and the College shall be on a discounted basis. The net price shall be twenty-five percent (20%) discount from retail, except textbooks, computer hardware, and software.

Faculty and staff will receive a discount of ten percent (10%) from regular retail prices on any item not on sale, excluding textbooks, computer hardware, and software.

Irvine Valley College ASG cardholders will receive a ten percent (10%) discount, excluding textbooks, computer hardware and software.

BOOK BUYBACKS

CONTRACTOR will purchase used books from the students, year round during regular store hours, and buy back quantities from students have priority over order quantities for new stock from the publishers or wholesalers. The buyback value, for books in a resalable condition for which a firm order has been received by the bookstore and for which inventory is needed, is 50% of new retail price. The buyback value for all other books is, dependent on condition, at current wholesale market pricing. Stack buying, at the buyback counter, is not allowed. Buy back values are stated for each title at the buyback counter. The policy is to buy any textbook for which there is resale market value.

9. DISTRICT RESPONSIBILITIES

A. The DISTRICT shall:

- 1. Provide an academic calendar for the guidance of the CONTRACTOR prior to the beginning of each fiscal year (July 1).
- 2. Provide, as mutually agreed, current facilities and utilities reasonably required by the CONTRACTOR for the efficient operation of its bookstore.
- 3. Furnish the services of the maintenance staff when available, as required for the proper maintenance and repair of facilities (including plumbing and wiring).
- 4. Be responsible for and assume the costs of the following:
 - i. Providing building space for bookstore operations.
 - ii. Providing outside trash bin and trash collection services.
 - iii. Cost of the utilities: electricity, heat, and air conditioning.
- 5. Provide janitorial and grounds maintenance coverage of the areas <u>outside</u> the bookstore.
- 6. Provide all building replacement lamps required in the bookstore areas.
- 7. The DISTRICT shall have the right to approve or disapprove all logo and regular merchandise and books to be sold in the bookstore.
- 8. The DISTRICT will provide the contractor with necessary textbook adoption no later than May 1st for Fall term, November 1st for Spring term, and March 1st for Summer term.

9. The DISTRICT shall notify the CONTRACTOR of estimated and actual class enrollment figures and work with CONTRACTOR to implement a responsive procedure for notification of class cancellations, over-enrollments, etc., as soon as practicable.

10. INSURANCE

The CONTRACTOR shall provide at no expense to the DISTRICT, general liability hazards insurance which shall include:

- A. Operations, contractual, and protective liability subject to the following limits: \$2,000,000 Employer's Liability Insurance per accident limit for bodily injury and property damage liability, \$2,000,000 for each accident or death; \$1,000,000 comprehensive automotive liability; \$200,000 each accident in a single policy or a combination of an underlying and excess or umbrella-type coverage.
- B. Worker's compensation insurance covering all CONTRACTOR'S employees connected with the performance of the bookstore operations.
- C. The CONTRACTOR shall require any sub-contractor or assign to maintain insurance of the same kind and the same amount.
- D. These policies shall name the DISTRICT, the Board of Trustees, Irvine Valley College, the Associated Student Government, and all their respective officers, agents, employees, and volunteers, as an additional insured and shall contain a covenant requiring thirty (30) days written notice to the DISTRICT before cancellation, reduction or other modification of coverage. These policies shall be primary and non-contributing with any insurance carried by the DISTRICT and shall contain a severability of interests clause in respect to gross liability, protecting each named insured as though a separate policy had been issued to each. Certificates of the above policies shall be furnished to the DISTRICT together with copies of receipts of all premium payments made thereon prior to commencement of an agreement.
- E. The insurance provided by the CONTRACTOR will cover all furniture, fixtures, equipment, and inventory located in or on the premises against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards outlined by the DISTRICT. This insurance policy will be sufficient to cover the full replacement cost of the items listed. CONTRACTOR agrees that the insurance policy must be issued by a company approved by the DISTRICT.

11. HOLD HARMLESS CLAUSE

CONTRACTOR agrees to indemnify and hold harmless the DISTRICT, the College, the Board of Trustees, Associated Students of Irvine Valley College, and all of their respective 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 (i) death or bodily to person(s); (ii) injury to, loss or theft of property; or (iii) any other loss, damage or expense arising under either (i) or (ii) above, sustained by the CONTRACTOR upon or in connection with the operations and services called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the DISTRICT, the College, the Board of Trustees, Associated Students of Irvine Valley College or their officers, employees or agents.

B. Liability for damages for injury to or death of any person (s) or damage to loss or theft of any property caused by any act, neglect, default of the CONTRACTOR, its employees or agents, arising out of, or in any way connected with the operations and services covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property.

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

12. EVALUATION OF SERVICE

- A. The DISTRICT shall have a bookstore committee to appraise and evaluate the operations of the CONTRACTOR.
- B. The DISTRICT reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the bookstore at any time with respect to the quantity and quality of merchandise, the methods of service, the prices, the hours of service, and generally with respect to the safety, sanitation and maintenance at levels satisfactory to the DISTRICT.

13. TERMINATION

- A. In the event the CONTRACTOR fails to carry out or comply with any of the terms and conditions of the established contract, the DISTRICT reserves the right to demand remedy of any failure or default within ten (10) days.
- B. In the event the CONTRACTOR fails to remedy the failure or default within the specified period, the DISTRICT shall have the right to cancel and terminate the established contract. In such case, it shall be incumbent upon the CONTRACTOR to continue operation until relieved by a subsequent bookstore operator chosen by the DISTRICT (not to exceed ninety (90) days).
- **C.** In the event that the CONTRACTOR fails to maintain and keep in force general liability insurance and worker's compensation insurance, the DISTRICT shall have the right to cancel and terminate this agreement forthwith and without notice.

14. LICENSING AND PERMITS

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

15. TAXES

The CONTRACTOR assumes complete liability for all taxes applicable to the operations, income and transactions of the CONTRACTOR excluding property taxes.

The DISTRICT shall not be liable and will not make reimbursement to the CONTRACTOR for any tax imposed either directly or indirectly upon the CONTRACTOR by any authority by reason of the contract or otherwise.

16. FINANCIAL RECORDS

It is expressly understood that the CONTRACTOR shall maintain financial records in accordance with standard accounting practices and procedures and shall make all records available to an independent auditor appointed by the DISTRICT and the Office of the Auditor General of the State of California as its request. The financial obligation to the auditing firm shall be met by the DISTRICT. Records, data and documents shall be retained for five (5) years after the end of each contract year.

17. SCHOLARSHIPS

- A. CONTRACTOR agrees to provide \$10,000 annually in general scholarship contributions, which will be administered by the College.
- B. CONTRACTOR agrees to provide \$10,000 annually in textbook scholarship contributions. The scholarships will be awarded by the Irvine Valley College administration.

18. DONATIONS

CONTRACTOR agrees to donate \$5,000 in textbooks annually to the Irvine Valley College Library.

19. PARKING

Parking at Irvine Valley College by the CONTRACTOR's employees shall be subject to the same regulations and parking fees as apply to college employees generally.

20. INDEPENDENT CONTRACTOR

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

21. ASSIGNMENT/ADVERTISEMENT

A. The contract shall not be assigned by the CONTRACTOR in whole or in part without the express written consent of the DISTRICT nor shall the CONTRACTOR have the right to authorize or permit the use of the DISTRICT

bookstore facilities by third parties without the express written consent of the DISTRICT. The CONTRACTOR shall not use DISTRICT facilities for purposes not relating to the DISTRICT without prior written consent of the DISTRICT.

B. In no instance shall the DISTRICT name be used by the CONTRACTOR in connection with any advertising or promotions without the specific prior written consent of the DISTRICT.

22. AMENDMENT

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

23. NOTICE

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

CONTRACTOR:	DISTRICT:
Thomas A. Christopher	Dr. Debra L. Fitzsimons
President	Vice Chancellor of Business Services
Follett Higher Education Group, Inc.	South Orange County Community College District
1818 Swift Drive	28000 Marguerite Parkway
Oak Brook, IL 60523	Mission Vieio, CA 92692

24. NON-DISCRIMINATION

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

25. COMPREHENSIVENESS

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

IN WITNESS WHEREOF, the parties hereto have executed this	s Agreement the day and year first above written.
CONTRACTOR:	DISTRICT:
Name, Title	Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services
Date	Date

ITEM: 5.4 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary 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	Торіс	General Fund Honorarium/Travel
5/9/12 9:00am TAS 116	April Cubbage-Vega Gender Conference - WGSAC	Afro Cabana	Latina Women in Music and Politics: Musical Performance	\$319

IRVINE VALLEY COLLEGE

Presentation Date	Faculty Member Course Title/Activity	Speaker Name	Topic	General Fund Honorarium/Travel

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.5 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Revolving Cash Fund Signatures: Adopt Resolution No.

12-21

ACTION: Approval

BACKGROUND

The Board must adopt a resolution to establish the Revolving Cash Fund and to appoint the district officer(s) who shall serve as custodian(s) of the revolving fund and sign claims for its replenishment.

STATUS

The Board has a revolving cash fund in the amount of \$50,000. Due to changes in personnel, it is recommended that, effective May 1, 2012, Kim McCord, District Director, Fiscal Services be the designated custodian and signatory for this fund and that Gary L. Poertner, Chancellor, and Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services, be the designated alternate signatories.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 12-21 (EXHIBIT A) appointing Kim McCord, District Director, Fiscal Services be the designated custodian and signatory for this fund and that Gary L. Poertner, Chancellor, and Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services, as the designated alternate signatories of the revolving cash fund and authorize the signature of same on all claims for the replenishment of this fund.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT REVOLVING CASH FUND

RESOLUTION NO. 12-21

May 21, 2012

WHEREAS, Title 5 Section 59011 of the California Code of Regulations provides that the Governing Board of any community college district may establish a Revolving Cash Fund;

WHEREAS, a Revolving Cash Fund has been established in the amount of \$50,000 for the efficient processing of day-to-day disbursements of an urgent or emergency nature;

NOW, THEREFORE, BE IT RESOLVED THAT, Kim McCord, District Director, Fiscal Services be the designated custodian and signatory for this fund and that Gary L. Poertner, Chancellor, and Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services, is required on all claims for the replenishment of said Fund.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT REVOLVING CASH FUND

RESOLUTION NO. 12-21

May 2 ²	1, 2012
STATE OF CALIFORNIA) COUNTY OF ORANGE)	
I, Gary L. Poertner, Secretary to County Community College District of C that the above and foregoing Resolution said Board at a regular meeting thereof h	n was duly and regularly adopted by the
IN WITNESS WHEREOF, I have day of May, 2012.	hereunto set my hand and seal this 22 nd
	Gary L. Poertner Secretary to the Board of Trustees

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.6 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Renewal of Systems Maintenance Agreement for

District-wide Network Infrastructure

ACTION: Approval

BACKGROUND

The district's telephone and high-speed data network is supported on Cisco Infrastructure. The current maintenance agreement on the Cisco Network Equipment expires on June 30, 2012.

STATUS

District IT staff has determined there is a need for renewal of the maintenance agreement for the district-wide telecommunications system. AT&T Inc. of Texas, is a qualified Cisco maintenance vendor and maintenance contract pricing is available under California Multiple Award Schedule (CMAS), Contract No. 3-08-70-0255Q. The purchase price of the maintenance agreement (Exhibit A) is \$155,461 and funds are available through an established general fund account.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the renewal of a maintenance agreement for the district-wide telecommunications system for the 2012-2013 academic year with AT&T of Texas, using the California Multiple Award Schedule (CMAS), at a cost of \$155,461.

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



All prices are USD			Annual Total	Prorated total	\$ 155,460.70 QUOTE AMT:
Quote1	3375865	Smartnet	\$ 235,606.00	\$ 222,086.71	
Corresponding Tab (below)	Part Number (Quote Number)	Description (Service Maintenance Level)	Annual List Price	Prorated List Price	Customer Price
South Orange County Community College					
AND RESTREE		SmartNet Renewal Ord	March St. Committee of Street, St. Committee of Street, St. Committee of Street, St. Committee of St. Committee of Street, St. Committee of St. Committee of Street, St	THE RESIDENCE OF THE PARTY OF T	

Emily Green W: (720) 889-8656 F: (415) 962-5967 eq068e@att.com

CMAS 3-08-70-0255Q

Detailed contract information is provided on subsequent pages of this quote (use tabs below).

Purchase orders shall indicate payment terms of net 30 days from date of Invoice, Equipment invoices are issued when Equipment is delivered to carrier. Service invoices are issued 30 days after services are rendered. Maintenance Service invoices are issued in full on date of contract. The purchase price is F.O.B. first point of shipment. Title to Equipment and risk of loss pass to Buyer upon delivery to carrier. Licensor retains title to any software provided with Equipment and grants Buyer a license for the software according to the software license agreement. If Equipment arrives damaged, Buyer will immediately notify the carrier and Seller in writing. Shipping date is estimated. Seller is not liable for any delays or damage in delivery or shipment.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.7 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Award of Bid 2003: Cafeteria Operation and

Food Vending Services

ACTION: Approval

BACKGROUND

The current five year agreement for the Cafeteria Operations and Food Vending Services contractor at Saddleback College expires on June 30, 2012.

STATUS

On February 14, 2012, district staff held a mandatory pre-proposal meeting for Bid No. 2003 for Cafeteria Operations and Food Vending Services. Thirteen vendors attended. Two proposals were received on March 13, 2012. (Exhibit A)

Saddleback College food and beverage committee evaluated the proposals and recommends award to S&B Foods for three years with the option for two, one year extensions. The recommendation is based on the demonstration of superior quality of service and products and their partnership value to the college. The President supports the recommendation.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve a three year agreement (Exhibit B) with an estimated annual income of \$72,000 with the option for two, one year extensions with S&B Foods for Cafeteria Operation and Food Vending Services at Saddleback College campus. This is a revenue contract with benefits provided to the college via catering, scholarships and commissions equaling approximately \$72,000 annually based on estimated sales and \$12,000 in a one-time contribution.

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

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

BID NO. 2003

FOOD & COFFEE CART SERVICES FOR SADDLEBACK COLLEGE PROPOSAL COMPARISONS

New Beginnings	*S&B Foods <i>Final</i> Proposal
Commission: Cafeteria: 12% of gross sales or \$6,0000/month per month whichever is greater Vending Machines (Canteen): Will pay 26.5% commission with an annual guarantee of \$21,000	Commission: 13% of net sales or \$5,900/month (whichever is greater on cafeteria sales and vending machine sales only)
Coffee Cart (The Drip Coffee): Base Rent Factors (*Per location) Guarantee payment of 12% on gross yearly sales of \$80,000 or \$800/month or \$9,600 per location 15% payment on gross sales after \$80,000	
*Contract includes servicing 2 locations, 1 coffee cart at BGS and the Village	
Annual Guarantee: Cafeteria: Minimum \$72,000 Vending Machines: Minimum \$21,000 Coffee Cart Services: \$9,600 per location	Annual Guarantee: Minimum paid to SC annually will be \$59,000
Upfront Commission: None	Upfront Commission: \$5,000 upon signing on 7/1/12

New Beginnings	*S&B Foods <i>Final</i> Proposal
Capital Investment: \$10,000	Capital Investment: \$6,000 enhancement \$1,000 awning
President's Office Catering Allowance: None	President's Office Catering Allowance: \$3,500
Annual Scholarship: \$1,000	Annual Scholarship: \$2,000
Annual Donation to Food None	Annual Donation to Food Pantry: None
ASG Annual Catering Credit: None	ASG Annual Catering Credit: \$5,000
District or College food catering credit \$5,000 each semester = 10,000	District Catering for hot breakfast/ lunch 4x times a year: \$8,500 = \$34,000
Discounts: None	<u>Discounts:</u> ASG Card – 10% Faculty – 20% cafeteria on Fridays Coffee and tea- \$1 off a small size drink
Donate Meal Vouchers to School/EOPS and Financial Aid Office \$500/semester = \$1,000	Annual Gift Card Credits: None
None	Provide (2) 65" Televisions
Term: No	Term: Three (3) years beginning July 1, 2012 with two - one year options to renew

AGREEMENT SADDLEBACK COLLEGE CAFETERIA OPERATION AND FOOD VENDING SERVICES

This Agreement is made this 1st day of July, 2012, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter called the "DISTRICT," and **S & B Foods**, Long Beach, CA, hereinafter called the "VENDOR"

WHEREAS, the DISTRICT fosters sustainable food service that economically supports environmentally sustainable food systems as a way of contributing to the quality of life in the region;

WHEREAS, the DISTRICT and Saddleback College chose this VENDOR as one who can deliver a variety of high quality, sustainably produced and procured, foods on a daily basis;

WHEREAS, VENDOR is specially experienced and competent to provide to the DISTRICT the scope of services identified herein and has indicated its willingness and commitment to provide such services on the terms hereafter set forth in this AGREEMENT; and

WHEREAS, in accordance with Education Code Section 88004.5, a community college district may enter into a contract for management consulting services relating to food service for a term not to exceed one year, renewable on a year-to-year basis, so long as such contract does not cause or result in the elimination of any food service classified personnel or position or cause or result in any adverse effect upon any food service classified personnel or position with respect to wages, benefits, or other terms and conditions of employment.

NOW, THEREFORE, the PARTIES hereto agree as follows:

I. SCOPE

- A. The VENDOR hereby agrees to provide:
 - 1. Food services at Saddleback College during the term of this Agreement. VENDOR will have the right to the use of the cafeteria, kitchens, service rooms, auxiliary storage rooms, and the dining room and its serving facilities and equipment, hereinafter all referred to as "Facilities". VENDOR agrees to operate said Facilities under the direction and control of the DISTRICT as hereinafter set forth for the benefit of Saddleback College students and to procure, prepare, and serve, at VENDOR's own expense, food items for Saddleback College during the term of this Agreement.
 - 2. The VENDOR hereby agrees to install and operate food vending machines at various locations at the Campus during the duration of this Agreement. Operation of this food vending service shall be under the direction and control of the DISTRICT as hereinafter set forth for the benefit of Saddleback College students.
- B. The terms of this Agreement shall be controlling in the event any of the terms hereof conflict with any of the terms in the Request for Proposal or in the VENDOR's Proposal.

C. The PARTIES understand that Education Code Section 88004.5 applies to this Agreement and requires that the performance of this Agreement shall not cause or result in the elimination of any food service classified personnel or position or cause or result in any adverse effect upon any food service classified personnel or position with respect to wages, benefits, or other terms and conditions of employment. Accordingly, the DISTRICT, as determined in its sole discretion, has the right to require changes to this Agreement and/or the scope of services to be performed by VENDOR in order to ensure compliance with Education Code Section 88004.5.

II. TERM

The term of this Agreement shall commence on July 1, 2012, and shall terminate on June 30, 2015. At the end of this period, the District will have an option for renewal, under the same terms and conditions, for two additional one-year periods.

III. VENDOR'S RESPONSIBILITIES

- A. VENDOR shall be responsible for providing food services at the cafeteria including the following:
 - 1. Operate the Saddleback College cafeteria and provide catering services for College and Associated Students of Saddleback College-sponsored functions, except as otherwise specified in this Agreement (See Exhibit C for Sample menus).
 - 2. Provide marketing services including signage as approved through the Food and Beverage Committee and advertisements in the school newspaper and on the college website.
 - 3. Maintenance of the food service premises which shall include but not be limited to cleaning of all filter screens, service and maintenance of overhead sprinkler system, and cleaning of the entire hood exhaust system. Sprinkler system and hood exhaust system shall be serviced no less than twice annually, and VENDOR shall provide proof of maintenance to the DISTRICT
 - 4. Maintain in safe and proper working condition and repair, at VENDOR's expense, all food service furniture, fixtures and equipment used by VENDOR in the food preparation and service areas.
 - 5. With the exception of items that may need replacement due to ordinary wear and tear, or damage resulting from the negligence of the DISTRICT, its agent or employees, or acts of God, VENDOR shall replace, at this expense, all lost or broken furniture, fixtures, and equipment with new items of equal or greater quality and value. At the termination of the Agreement, VENDOR shall surrender these items to the DISTRICT. In particular, VENDOR shall responsible for the replacement of the loss and breakage to the initial inventory of china, glassware, silverware, and all other movable kitchen and serving supplies originally furnished by the DISTRICT. In the event of failure, VENDOR shall replace the following:

Stovetop Value: \$2,000
 Grill Value: \$1,500
 Fryer Value: \$2,500

- 6. The cafeteria, kitchens, service rooms, auxiliary storage rooms, dining room and serving facilities shall be used and occupied by VENDOR for the supplying of meals aforesaid to the DISTRICT and for no other purpose, except as hereinafter provided.
- 7. The VENDOR will complete an inventory of DISTRICT-owned supplies and equipment each year on or by July 1 of the year for which the inventory is effective with DISTRICT confirmation. In connection therewith, VENDOR shall permit DISTRICT to enter the Facilities to complete this task.
- 8. VENDOR shall be responsible for installing VENDOR's own equipment, supplies, etc. as required to fulfill this Agreement.
- 9. Cleaning and maintaining proper sanitation in the food preparation, service, and dining areas, including the staff dining room and the outside dining areas. This shall include but not be limited to bussing of dishes and cleaning of tables; cleaning spills from floors; and mopping, waxing, and shampooing floors as applicable and as needed. Failure to comply with this paragraph shall be cause for termination of this Agreement.
- 10. Personal hygiene must be maintained at a high standard meeting or exceeding the requirements of the Orange County Health Department. Uniforms must be clean and pressed at all times.
- 11. Furnishing and maintaining two commercial microwave ovens for use by cafeteria customers, one located in the main dining area and the second located in the staff dining area.
- 12. Removal of all trash and garbage to waste receptacles (DISTRICT-provided). VENDOR shall keep trash and garbage receptacle areas clean at all times.
- 13. Extermination and pest control services in the Facilities.
- 14. All linens, towels, uniforms, table linens, and laundry service costs.
- 15. All paper supplies including disposable plates, cups, napkins and utensils, Styrofoam excluded.
- 16. If necessary as determined by the DISTRICT, permanent serving trays shall be provided by VENDOR.
- 17. All office supplies and telephone expenses.
- 18. All kitchen supplies not originally furnished by DISTRICT.
- 19. VENDOR agrees that food services under this Agreement shall remain in operation during the three (3) instructional terms of the year. The regular days of operation for the 2012-2013 academic year shall be as shown on Exhibit A. VENDOR shall post days and hours of operation information at designated locations. Proposed changes to hours of operation must be made to the Food and Beverage Committee at the monthly meeting. A recommendation will then be taken to the College with a determination provided to the VENDOR within 10 business days of the original proposal received at the monthly meeting.
- 20. Menus will be provided to the Food and Beverage Committee members monthly for review. VENDOR agrees to meet the Committee's requests regarding menu content unless VENDOR can demonstrate that compliance would impose a financial hardship upon the food services operation to an extent greater than the quality demonstrated in sample menus provided during the RFP process (See Exhibit B). Menus shall be posted and distributed daily/weekly by the VENDOR.
- 21. VENDOR shall augment current ethnic food choices with greater hot entrée diversity than exists at the time of executing this contract including such things as falafels, curry

- dishes, hummus and pita sandwiches. Additional selections to be determined in discussions held at the monthly Food and Beverage Committee meetings.
- 22. VENDOR will offer monthly outdoor theme barbeques that coincide with on campus holidays and activities.
- 23. VENDOR will offer health conscious selections including low-carb style sandwiches, healthy burritos, low-fat selections such as alfalfa sprouts, fresh vegetables, whole wheat breads, low fat cheese, low fat meat items and vegetarian soy items, fresh whole fruit and fresh cut seasonal fruit.
- 24. VENDOR shall attend and participate in monthly Food and Beverage Committee meetings.
- 25. VENDOR shall provide, at no cost to the DISTRICT, a hot breakfast or lunch for approximately 300 guests four times a year, generally prior to the start of each semester, during in-service activities for an estimated cost of \$2,000 per event or an estimated total of \$8,000. Menu will be mutually acceptable. Breakfast/or lunch shall be served in an adequate banquet setting, including linens, flowers, plastic flatware, etc. Food that remains from these functions will be delivered to the President's office or other designated location for their use.
- 26. VENDOR shall offer at the cafeteria fountain drinks 100% from the designated exclusive beverage VENDOR and have the right to 25% of the shelf space allocated to bottle and can Beverage Products sold in the Cafeteria.
- 27. VENDOR shall provide Three Thousand Five Hundred Dollars (\$3,500) of upfront catering credit to be used at the discretion of the office of the Saddleback College President.
- 28. VENDOR shall provide Five Thousand Dollars (\$5,000) of upfront catering credit to be used at the discretion of ASG.
- 29. VENDOR shall provide the College two 65" Television in the cafeteria seating areas. The Television shall be purchased by the VENDOR and remain the property of the VENDOR. VENDOR shall be responsible for all maintenance. Signal fee will be provided by the College. The programming decision making process will be agreed upon between the College and the VENDOR.
- 30. VENDOR is aware of the College and DISTRICT'S position of fostering sustainable and environmentally sound practices. VENDOR shall practice sustainability with an approach of continuous improvement. The current practices shall serve to define a baseline expectation including the following:
 - a. Use of non-trans fat oil in all cooking
 - b. Use of brown rather than bleached coffee filters
 - c. Coffee grounds saved for composting performed by the Horticulture Department.
 - d. Use "green" cleaning supplies for which staff is properly trained.
 - e. 100% styro-foam free in all packaging and serving ware.
- B. VENDOR shall provide and operate at their expense food vending services:
 - 1. Without cost to the DISTRICT provide a sufficient number of new or used automated food, and miscellaneous vending machines (in excellent appearance and operating condition) in locations approved by Saddleback College,

- VENDOR shall be responsible for keeping these machines in operation 24 hours per day, 7 days per week, with debit or credit card readers supplied as required to provide under normal conditions, students, faculty, and staff with sufficient amounts of food, and other miscellaneous products of good quality, dispensed in conformity with all applicable federal, state and local laws, and health and sanitation standards, including marked expiration dates on those food items requiring expiration identification, and;
- 3. VENDOR shall provide a minimum of one debit/credit card per bank or location of vending machines. If this machine is determined repeatedly empty, another debit/credit card shall be provided at the bank where this situation occurs. The number of debit/credit card readers shall be determined by need.
- 4. VENDOR has sole responsibility for security of vending machines and for cleanliness of the machines.
- 5. VENDOR service vehicles are not permitted in most areas of the Campus. Routing must be pre-approved by College Facilities Director prior to first site visit. Some locations may require alternate delivery, i.e. handcarts. Any truck caught violating the approved routing will be fined \$100/occasion.
- 6. Additional machines under same or better conditions shall be installed as may be required by DISTRICT to permit prompt and convenient serving of food and beverages. VENDOR agrees to install and maintain in operation these machines even if not all locations are profitable, as long as the number of non-profitable machines does not exceed 25% of all machines.
- 7. The vending machines to be installed shall remain the sole responsibility of the VENDOR who shall have the right at any reasonable time to ask for removal and/or replacement of any of the machines as mutually agreed upon in writing with the DISTRICT.
- 8. VENDOR's service of the Equipment will be provided during normal college hours, and VENDOR will not be obligated to provide service during periods in which it is prevented from doing so due to strikes, civil disturbances, or other causes beyond the control of VENDOR. VENDOR shall be responsible for the repair and replacement of Equipment to the extent necessary as a result of theft and vandalism.
- VENDOR, under the direction and inspection of the College Facilities Department, shall
 provide any additional electrical outlets or water supply as may be necessary to provide
 services.
- 10. VENDOR shall be responsible to provide the latest technology for food vending during the course of the contract.
- 11. VENDOR shall be responsible for the payment of all refunds for funds lost in food vending machines. Signs shall be installed at each and every vending machine notifying customer that refunds will be provided at the cafeteria.
- 12. VENDOR agrees not to sell any products in direct competition with the products of the designated beverage supplier. Drinks such as hot coffee, milk, hot cocoa, etc., shall be allowed.
- 13. VENDOR shall be responsible for Product quality control. The DISTRICT shall have the right to have replaced any and all Product in which a consumer may reject due to inferior Product quality or freshness. Under no circumstance will DISTRICT allow product which is passed its expiration date to be filled in Vending Machines. All expired Product will be replaced at no cost to the DISTRICT.

- 14. VENDOR shall provide a quarterly business report which includes at a minimum: 1) information specific to the sale of Product through the Vending Machines including: volume, total sales, and a comparison with the previous quarter, 2) results of the independent audit performed quarterly and for the period leading up to the report.
- C. VENDOR shall give preference to Saddleback College students for employment as needed. Students are available through the Saddleback College Office of Career Placement and shall be employed to work as waiters, waitresses, cleaning personnel, or other help in accordance with State of California and federal labor laws.
- D. VENDOR shall assume responsibility for ensuring that food service employees obtain health examinations as required by law.
- E. VENDOR shall consult with the DISTRICT with regard to the appointment, service, transfer, or dismissal of all VENDOR personnel working at the college.
- F. VENDOR shall provide DISTRICT a list of all VENDOR's personnel scheduled to work at the college. All VENDOR's personnel shall be subject to DISTRICT and Saddleback College regulations regarding personal behavior and use of Facilities, and shall be subject to exclusion from the Facilities if requested in writing by the DISTRICT for violations thereof. DISTRICT reserves the right to exclude any of VENDOR's personnel with or without reason from the Facilities providing that such request does not violate any applicable federal, state, or local employment laws, and is administered in accordance with VENDOR's personnel policies.
- G. Upon request, VENDOR shall attend and participate in monthly Food and Beverage Committee meetings.
- H. VENDOR shall be responsible for the following items:
 - 1. All food costs.
 - 2. All labor costs, Social Security taxes, and unemployment insurance.
 - 3. All salaries, wages, and employee benefits payable to or on behalf of the VENDOR's employees. All employees (including students) shall be employed by the VENDOR in his/her own name, and the VENDOR shall hold the DISTRICT harmless from any and all claims, demands or liability on account thereof.
 - 4. All transportation and vehicle costs required for VENDOR's operation.
 - 5. All taxes including real estate taxes, applicable and insurance costs incurred by VENDOR.
 - 6. To collect and remit to the State Board of Equalization all sales taxes, where required, generated by the food services program at the College. A copy of the remittance and all gross sales shall be submitted to the DISTRICT at the time of each payment and no less than quarterly. Failure to pay any taxes owed to any governmental body shall be cause for termination of this Agreement.
- I. VENDOR agrees that no intoxicating beverages shall be kept, sold, or served upon the premises of the DISTRICT (except amounts required for food preparation, i.e., cooking wine).
- J. On termination of the Agreement, VENDOR shall vacate all parts of DISTRICT'S Facilities occupied by it or assignees and shall restore the same to the DISTRICT in the same condition as when originally made available to VENDOR, reasonable wear and tear expected. VENDOR and DISTRICT

shall jointly conduct a closing inventory and inspection, and VENDOR shall replace or repair all lost, damaged or destroyed DISTRICT-supplied equipment, supplies or other property.

K. The following minimum food specifications shall be adhered to:

MeatsUSDA ChoicePoultry and EggsUSDA InspectedMilk and Dairy ProductsUSDA Grade AFresh Fruits and VegetablesUS Fancy or No. 1

Canned Fruits and Vegetables US Grade A Choice or Fancy

Frozen Foods US Grade A Fancy Beverages National Brands

- L. VENDOR shall provide the College with a phone number where they can be reached 24 hours a day, seven days a week, in case of emergencies. VENDOR shall also provide an e-mail address for emergency notifications.
- M. VENDOR shall provide a \$2,000 scholarship annually through the College's foundation to be used at their discretion for scholarship.
- N. VENDOR shall allow the Culinary Department to use the Cafeteria kitchen for special events.
- O. VENDOR shall maintain a separate agreement with the Coffee Cart VENDOR in order to allow compliance with the Health Department.

IV. DISTRICT'S RESPONSIBILITIES

- A. DISTRICT shall provide an academic calendar for the guidance of the VENDOR prior to the beginning of each fiscal year (July 1). DISTRICT and VENDOR shall thereafter determine the regular days of operation for each year.
- B. DISTRICT shall make available to the VENDOR, for the duration of this Agreement, the existing food services facilities, and the food vending machine locations at Saddleback College (these facilities shall be and remain the sole property of the DISTRICT). The DISTRICT, College, and Associated Students of Saddleback College shall have the right to use bulletin boards and distribute materials inside the food service facilities at any time in accordance with procedures and limitations established by the DISTRICT and College.
- C. DISTRICT shall furnish the services of maintenance staff when available as required for the proper maintenance and repair of facilities and utilities (including plumbing and wiring).
- D. DISTRICT shall be responsible for and assume the costs of the following:
 - 1. All utilities required for the operation of the food services.
 - 2. Provide building space only for the VENDOR to use and maintain.
 - 3. Provide maintenance of outside areas except the areas noted in Section III, paragraph 5 as being the responsibility of the VENDOR.

- E. DISTRICT shall provide VENDOR office space in the cafeteria. The office shall be for the use of the VENDOR during the term of this Agreement.
- F. DISTRICT shall provide all necessary keys to insure that VENDOR's supervisory personnel shall have access to facilities at all times.
- G. DISTRICT shall make available all furniture, fixtures and equipment currently owned by DISTRICT for the provision of food services, as shown in EXHIBIT B.
- H. DISTRICT will provide all building replacement lamps required. This does not include equipment lamp replacement.
- I. When equipment owned by the DISTRICT is no longer functional, College and VENDOR will negotiate alternatives. Prior to any/all replacement, VENDOR must obtain an independent analysis confirming need and at no cost to the DISTRICT. The brand, model, and quality shall be at the sole discretion of the DISTRICT, but recommendations by the VENDOR shall be taken under advisement.
- J. The DISTRICT's single point of contact for all communication and contract negotiations will be the Director of Student Development.

V. PRICES

- A. DISTRICT reserves the right to ensure that charges for items sold under this Agreement are not in excess of what would be considered reasonable and in balance to what is being charged at similar college facilities. Furthermore, VENDOR warrants that charges for items sold under this Agreement are not in excess of what would be considered reasonable and in balance to what is being charged at similar college facilities.
- B. Changes in the food services menu as requested by VENDOR or recommended by DISTRICT may be implemented at any time upon review by Food and Beverage Committee and if mutually agreed by both parties in writing.
- C. Prices may be renegotiated once a year provided the VENDOR can prove to the satisfaction of the DISTRICT that costs have increased by that percentage or more during the preceding period. New prices and the date for implementation will be reviewed by the VENDOR with the Food and Beverage Committee and the College and mutually agreed upon. VENDOR will submit its request for price changes providing sufficient time for the Food and Beverage Committee to review the request before applying the proposed increase. If satisfactory negotiations cannot be consummated, the VENDOR or DISTRICT may terminate this Agreement upon ninety (90) days' written notice to the other party.
- D. VENDOR agrees to the following percentage price discounts for current ASB cardholders: 1) Ten percent (10%) daily, 2) Twenty percent (20%) one day each month as agreed upon between the Food and Beverage Committee and the VENDOR.
- E. Staff and Faculty will be provided with discounted rates for coffee and tea and 20% discounts every Friday off food purchases through the cafeteria.

VI. PAYMENTS BY VENDOR

Λ	1	Food Services:
А.	1.	FUUU SEI VICES.

- i. The VENDOR agrees to operate all cash sales on a straight profit and loss system, returning to the DISTRICT the greater of:
 - A minimum annual commission of \$59,000

OR

- 13% commission on net sales (gross sales after sales tax) whichever is greater.
- ii. VENDOR shall submit upfront commission upon signing totaling \$5,000.
- iii. VENDOR shall submit a sales analysis report indicating monthly and year-to-date information to Saddleback College and the Food and Beverage Committee. Amount of monthly payments shall be calculated using the above figures as follows:

1.	Minimum year-to-date guaranteed commission:		
	1/12 X (\$ 59,000 guaranteed) X number of months	=	
3.	Year-to-date payment: Enter the greater of 1 or 2	=	
4.	Less previous payments:		
	(From line 3 of previous month)	=	
5.	Amount due:		
	(Line 3 less line 4)	=	
2.	Percentage commission (Agreed percentage %) of year–to-date gross sales less sales tax	=	

Failure to provide sales analysis reports or failure to pay commissions on time shall be cause for termination of this Agreement.

- B. Commission payments are due monthly within twenty (20) days after the close of each calendar month.
- C. In the event of a building closure (opening), commissions may be renegotiated after a 30 day period during which the impact is under evaluation by the VENDOR. If warranted, VENDOR will provide proposal for modification to the Food and Beverage Committee. A recommendation will be made to the College with a determination provided to the VENDOR within ten (10) days after the original presentation to the committee.

VII. AUTHORIZED VENDOR

VENDOR will be given first priority for food services for all Associated Students of Saddleback College or College-sponsored functions such as banquets, parties, conferences or other special events. VENDOR agrees to provide such services if requested by the Associated Students of Saddleback College or College and also agrees that the Associated Students of Saddleback College or College have the right to obtain catering services from other VENDORs if they determine that the VENDOR cannot provide the variety and quality of services required at reasonable and competitive prices.

- A. The following exceptions shall apply:
 - 1. Athletic events snack bar shall be managed by the College clubs.
 - Occasional home-baked-item "bake sales"; ethnic food events; theatre, music, art, speech, etc. sponsored by student or faculty groups and approved by DISTRICT or college administration.
 - 3. To sell pre-packaged foods at Angels for the Arts Events. This event is sponsored by the Fines Art Department.
 - 4. Mobile food trucks at construction sites.
 - 5. Mobile food trucks are allowed once a month within campus and approved by DISTRICT or college administration.
- B. Also not included in the food services agreement are:
 - 1. All beverage vending machines. The DISTRICT will enter into a separate agreement for beverage vending.

VIII. LIQUIDATED DAMAGES

If the cafeteria is not open for business in accordance with this Agreement, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, the VENDOR agrees to pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of two hundred dollars (\$200) for each business day of delay until the cafeteria is open for business. This amount shall be in addition to any payments due to or to become due to DISTRICT.

IX. DISTRICT'S SUBSTITUTE PERFORMANCE

In the event that VENDOR fails, refuses, or neglects to commence and complete promptly and adequately its maintenance obligations or any other necessary repairs of the Facilities or equipment that are its responsibility, the DISTRICT may, but shall not be required to, make or complete such maintenance or repairs and VENDOR shall reimburse DISTRICT for all costs and expenses thereby incurred within thirty (30) calendar days after receipt of an invoice from the DISTRICT. If reasonably possible under the circumstances, the DISTRICT shall give VENDOR written notice prior to commencement of any substitute performance. Any failure by DISTRICT to give such notice, however, shall not prejudice the DISTRICT's rights hereunder or alter VENDOR'S obligations hereunder.

X. EVALUATION OF SERVICE

A. The DISTRICT shall have a food service committee to appraise and evaluate the operations of the VENDOR. The DISTRICT reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the food service facilities with respect to the quantity and quality of food sold and served, the methods of service, the prices of a la carte selections, the hours of meal service, and the safety, sanitation, and maintenance of all Facilities.

If the committee determines that the cafeteria operation does not meet the requirements of this Agreement, it will notify the VENDOR in writing of the complaint, the facts involved, and the solution sought. If the VENDOR fails to satisfy the complaint within ten (10) days, the DISTRICT shall have the right to terminate the Agreement in accordance with Section XXII, Paragraph B of this Agreement.

B. VENDOR's C ertifications, Representations and Warranties.

VENDOR makes the following certifications, representations, and warranties for the benefit of the DISTRICT and VENDOR acknowledges and agrees that the DISTRICT, in deciding to engage VENDOR pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of VENDOR's engagement hereunder:

 VENDOR is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, VENDOR has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

2. VENDOR, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

XI. HEALTH AND SAFETY REGULATIONS

A. The VENDOR shall comply with all federal, state and local health and sanitation regulations relating to personnel and maintenance of the Facilities and shall also comply with any DISTRICT rules and regulations.

Failure to comply with this section within ten (10) days of receiving notice from the DISTRICT of a violation shall be cause for termination of the Agreement in accordance with Section XXII, Paragraph B of this Agreement.

B. VENDOR understands that Education Code Sections 88004.5, 88021, 88022, 88023, 88024, and 88025, and any other health criteria established by the DISTRICT, are applicable to all persons providing food service management consulting services under this Agreement.

XII. SUPERVISION COORDINATION

Food Services VENDOR shall provide, at all times, adequate and expert managerial and administrative supervision for its employees. VENDOR shall employ a Food Services Manager who shall be assigned to the cafeteria on a full-time basis. The Food Services Manager shall coordinate all activities connected with the provision of services specified in the Agreement and shall meet with the assigned DISTRICT representative(s) on an as-needed basis to coordinate enforcement of DISTRICT/COLLEGE policy, the implementation of suggestions and requests, and the prompt resolution of complaints. It will be the responsibility of VENDOR to respond, in writing if so requested, to inquiries, requests for change, and recommendations. Failure to provide adequate supervision shall be cause for termination of this Agreement.

XIII. PARKING

Parking at Saddleback College by the VENDOR's employees shall be subject to the same regulations and parking fees as apply to college employees generally.

XIV. INDEPENDENT VENDOR

VENDOR is and shall at all times be deemed to be an independent VENDOR and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and

employee, or principal and agent, between the DISTRICT and VENDOR or any of VENDOR's agents or employees. VENDOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. VENDOR, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

XV. FINANCIAL RECORDS

It is expressly understood that the VENDOR shall maintain financial records reflecting its operations at Saddleback College in accordance with standard accounting practices and procedures and shall make said financial records and supporting data and documents available for inspection, reproduction and audit by the DISTRICT, the DISTRICT's independent auditor or the Office of the Auditor General of the State of California at its request. Records, data and documents shall be retained for five (5) years after the end of each contract year.

XVI. LICENSES

It is expressly understood that the VENDOR assumes sole responsibility for the observances of, and so observes and complies with all provisions of federal, state, and local laws relating to or governing the operation of food service areas and food vending machines. All licenses and permits shall be obtained, displayed, and paid for by the VENDOR.

XVII. TAXES

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

XIII. INSURANCE

- A. The VENDOR shall provide, at its sole expense, general liability insurance including operations, contractual, products, and protective liability subject to the following limits:
 - 1. Public Liability Insurance and Products Liability Insurance with limits of \$1,000,000 single person and \$5,000,000 aggregate coverage; \$1,000,000 Employer's Liability Insurance per accident limit for bodily injury and property damage liability; \$1,000,000 products liability; \$1,000,000 for each accident or death; \$500,000 comprehensive automotive liability, injury or death of each person; \$100,000 each accident in a single policy or a combination of an underlying and excess or umbrella-type coverage. VENDOR shall furnish a Certificate of Insurance naming the South Orange County Community College District, the Board of Trustees, Saddleback College, the Associated Students of Saddleback College and all of their respective officers, agents, employees, and volunteers as certificate holders.

VENDOR shall furnish a separate additional insured endorsement naming all the abovementioned persons and institutions as additional insured.

- 2. Worker's Compensation Insurance covering all VENDOR's employees connected with the performance of food service and food vending machine operations.
- B. These policies shall name the DISTRICT as an additional insured to the extent indemnified and shall provide an endorsement stating the necessity of thirty (30) days' written notice to the DISTRICT before cancellation, reduction or other modification of coverage. These policies shall be primary and non-contributing with any insurance carried by the DISTRICT and shall contain a severability of interests clause with respect to gross liability, protecting each named insured as though a separate policy had been issued to each. Certificates of the above policies shall be furnished to the DISTRICT, together with copies of receipts for all premium payments made thereon.
- C. DISTRICT shall keep its buildings, including the Premises and all property contained therein, insured against loss or damage from fire, explosion or other cause normally covered by standard broad form property insurance policies.

XIX. HOLD HARMLESS CLAUSE

- A. The VENDOR agrees to indemnify and hold harmless the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback College, and all of their respective 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:
 - 1. Liability for damages for (i) death or bodily injury to person(s); (ii) injury to, loss or theft of property; or (iii) any other loss, damage or expense arising under either (i) or (ii) above, sustained by the VENDOR upon or in connection with the operations and services called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback College or their officers, employees or agents.
 - Liability for damages for injury to or death of any person(s) or damage to or loss or theft
 of any property caused by any act, neglect, default of the VENDOR, its employees or
 agents, arising out of, or in any way connected with the operations and services covered
 by this Agreement, whether said injury or damage occurs either on or off DISTRICT
 property.
- B. The VENDOR, at VENDOR's own expense, cost, and risk shall defend at DISTRICT's request, any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback College or their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback College or their officers, agents or employees in any action, suit or other proceedings as a result thereof.

XX. ASSIGNMENT/ADVERTISEMENT

- A. This Agreement shall not be assigned by either party in whole or in part for food services without the express written consent of the other party, nor shall the VENDOR have the right to authorize or permit the use of DISTRICT Facilities by third parties without the express written consent of the DISTRICT, and the VENDOR shall not use Facilities for purposes not relating to DISTRICT activities without prior written consent of the DISTRICT.
- B. In no instance shall the DISTRICT name be used by the VENDOR in connection with any advertising or promotions without the specific prior written consent of the DISTRICT.
- C. VENDOR is responsible for any associated advertising costs.
 - 1. Advertising is at the discretion of the VENDOR subject to approval by the DISTRICT which shall not be unreasonably withheld.

XXI. TERMINATION

- A. Either party shall have the right to terminate the Agreement for any reason upon one-hundred-twenty (120) days' prior written notice to the other party.
- B. If either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.
- C. In the event that the VENDOR fails to maintain and keep in force general liability insurance, worker's compensation insurance or any licenses and permits as required, the DISTRICT shall have the right to cancel and terminate this Agreement forthwith and without notice.

XII. AMENDMENT

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

XXIII. FORCE MAJEURE

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

XXIV. NOTICE

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

CONTRACTOR:	DISTRICT:
Roy McDonald, James & Cindy Gau	Dr. Debra L. Fitzsimmons
Proprietors	Vice Chancellor of Business Services
6282 Rivera Circle	South Orange County Community College District
Long Beach, CA	28000 Marguerite Parkway
	Mission Viejo, CA 92692

XXV. NON-DISCRIMINATION

In the performance of this Agreement, the VENDOR shall not discriminate against any person, employee, or applicant for employment and/or service because of race, creed, color, sex, handicap, or national origin; and shall comply with all federal, state, and local laws, regulations, and ordinances regarding equal employment opportunities.

XXVI. COMPREHENSIVENESS

- A. If any provision of the Agreement as applied to either party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provisions of the Agreement or its validity or enforceability.
- B. The complete Agreement shall include the Request for Proposals and VENDOR's Proposal, all bonds, this Agreement and all amendments thereto, Exhibits A and B. The contract documents are complementary and what is called for by any one shall be as binding as if called for by all. In the case of conflict, the terms and conditions of this mutually agreed upon Agreement shall prevail.

EXHIBIT B Page 17 of 20

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

CONTRACTOR:	DISTRICT:
Name, Title	Dr. Debra L. Fitzsimons,
	Vice Chancellor of Business Services
Date	Date

Exhibit A

Hours of Operation

When classes are in session:

Monday-Thursday 7:00 am – 9:00 pm

Friday 7:00 am – 2:00 pm

Saturday 10:00 am - 2:00 pm

When classes are not in session:

Monday – Thursday 7:30 am – 1:30 pm

Friday 7:30 am – Noon

The facility will be closed when the campus is closed.

VENDOR will be available for catering College and District events at any time on any day of the week.

Exhibit B

Existing Equipment List

DESCRIPTION	TAG #	SERIAL #	OHANTETY	
ROOM 213A SERVING AREA			QUANTITY	
TABLE, PREP W/REFRIGERATOR TABLE, PREP W/REFRIGERATOR SERVING LINE, S/S W/TRAY SLIDE CABINET, PROOFING, WARMER	001934 001938 001932	061601201M 027H93	1	
STEAMER CABINET, PROOFING CABINET, PROOFING GABINET, PROOFING	001933 001935 001936 001937	121-6746	1	
CART, TRAY, BRICK RED CART, TRAY, BRICK RED CART, TRAY, BRICK RED REFRIGERATED SALAD BAR	10-26340 10-26342	WNSTAIRS, OUT OF SERVICE)		
PIZZA WARMER WOT DOG WARMER HOLEMAN TOASTER RJ	iwi			
ROOM 214 KITCHEN				
REFRIGERATOR REFRIGERATOR FRYER, SINGLE WELL MIXER, FOOD, FLOOR OVEN, STACKING, DOUBLE RANGE, BURNER WYGRIDDLE RANGE, BURNER WYGRIDDLE RANGE, BURNER TOP SLICER, MEAT, HOBART CHOPPER, STOCK ICE MAKER ICE MAKER ICE MAKER ICH MEE ON EQUIP. LOCATION REPO SHELF & POT RACK – 8' ON WALL STORAGE RACKS/STAINLESS STEEL WORK BENCH WYCASTERS 5' WYDRAWER & BACK SPLASH WORK TABLE, WYCASTERS & SHELF, 30" X 8' SINK, POT & PREP ATTACHED 7' X 21" (2) TABLE, WORK, 5', W/BACK SPLASH & DRAWER BEVERAGE COUNTER, 10' ROOM 214F OFFICE		0·25229, 10·29716 & 10·30533)		
	10-02966 10-26268	17072	1 ~	
ROOM 214G RECEIVING/STORAGE				
FLOUR BINS, 100 LB CAPACITY RUBBERMAID	10-27376 THROUG	GH	7	
ROOM 213 DINING ROOM	, ,			1
TABLE, 42" ROUND PACIFIC OAK TABLE, 24 X 48 TABLE, 24 X 36 CHAIRS, STACK, FIBERGLASS TRASHCAN, DOUBLE WOODGRAIN TRASHCAN, SINGLE WOODGRAIN TRASHCAN, WOODGRAIN (LOT 30)	Λ		33 4 5 165 2	

S&B Foods Owned Equipment

- Small wares
- All large pots & pans
- Outside Refrigerator
- Inside Refrigerator
- Starbucks Coffee Machine
- Food vending machines (First Class Vending)
- Menu signs
- Hot Foods Warmer display
- Frozen Fruit chiller machines

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.8 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

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

ACTION: Approval

BACKGROUND

The current South Orange County Community College District agreement for the Trash Collection services expires on June 30, 2012.

STATUS

The advertisement for Bid No. 296D, Trash Collection services was published on March 15 and 22, 2012, for Trash Collection services. On April 10, 2012, three vendors provided bids. Staff applied the current bin usage to the proposed "per bin" prices to arrive at an equal comparison. (Exhibit A)

The lowest bid meeting all specifications was submitted by CR&R Incorporated. Saddleback College and Irvine Valley College facilities departments evaluated the proposals and recommends contract award for five years. The Presidents supports the recommendation. Saddleback College annual costs are estimated at \$27,754. Irvine Valley College annual costs are estimated at \$12,346. ATEP annual costs are estimated at \$2,074.

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

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve a five year agreement (Exhibit B) between South Orange County Community College District and CR&R Incorporated for Trash Collection Services at Saddleback College estimated annually at \$27,754, Irvine Valley College estimated annually at \$12,346 and ATEP estimated annually at \$2,074.

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

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

BID NO. 296 D

TRASH COLLECTION SERVICES FOR SADDLEBACK COLLEGE, IRVINE VALLEY COLLEGE AND ATEP PROPOSAL COMPARISONS

	*CR&R	WARE DISPOSAL, INC	WASTE MANAGEMENT
Base Bid #1 Saddleback College: (21) 3 cu yd Bins, 5x per week pick ups	\$107 X 21 = \$2,247/MTH	\$129.90 X 21 = \$2,727.90/MTH	\$203.39 X 21 = \$4,271.19/MTH
(21) 3 cu yd Bins, 3x per week pick ups	\$97 X 21 = \$2,037/MTH	\$77.94 X 21 = \$1,636.74/MTH	\$123.21 X 21 = \$2,587.41/MTH
Unit price for (1) 40 cu yd High-Side bin	\$395/BIN	\$549/BIN	\$316.70/BIN
Unit price for (1) Low-Boy bin	\$395/BIN	\$100/BIN	\$412.65/BIN

	*CR&R	WARE DISPOSAL, INC	WASTE MANAGEMENT
Saddleback College Estimated	\$107 X 21 = \$2,247/MTH	\$129.90 X 21 = \$2,727.90/MTH	\$203.39 X 21 = \$4,271.19/MTH
Needs Per Year	\$26,964/YR	\$32,734.80/YR	\$51,254.28/YR
21 bins/5x times a week pick-up	\$395 x 200 = \$79,000/YR	\$549 X 200 =\$109,800/YR	\$316.70 X 200 = \$63,340/YR
200 High Boy	\$395 X 1 = \$395/YR	\$100 X 1 = \$ 100/YR	\$100 X 1 = \$100/YR
1 Low Boy	TOTAL \$106,359/YR	TOTAL \$142,634.80/YR	TOTAL \$114,694.28/YR
Irvine Valley College Estimated	\$107 X 9 = \$ 963/MTH	\$129.90 X 9 = \$ 1,169.10/MTH	\$203.39 X 9 = \$1,830.51/MTH
Needs Per Year	\$11,556/YR	\$14,029.20/YR	\$21,966.12/YR
9 bins/5x times a week pick-up	\$395 x 12 = \$ 4,740/YR	\$549 X 12 = \$6,588/YR	\$316.70 X 12 = \$3,800.40/YR
12 High Boy	\$395 X 0 = \$ 0/YR	\$100 X 0 = \$ 0/YR	\$100 X 0 = \$0/YR
0 Low Boy	TOTAL \$16,296/YR	TOTAL \$20,617.20/YR	TOTAL \$25,766.52/YR
ATEP Estimated Needs Per Year 1 bin/5x times a week pick-up 0 High Boy 0 Low Boy	\$107 X 1 = \$ 107/MTH	\$129.90 X 1 = \$ 129.90/MTH	\$203.39 X 1 = \$203.39/MTH
	\$1,284/YR	\$ 1,558.80/YR	\$2,440.68/YR
	\$395 X 0 = \$ 0/YR	\$549 X 0 = \$ 0/YR	\$316.70 X 0 = \$ 0/YR
	\$395 X 0 = \$ 0/YR	\$100 X 0 = \$ 0/YR	\$100 X 0 = \$ 0/YR
	TOTAL \$ 1,284/YR	TOTAL \$1,558.80/YR	TOTAL \$2,440.68/YR

AGREEMENT – TRASH REMOVAL SERVICES –SOCCCD FOR SADDLEBACK COLLEGE, IRVINE VALLEY COLLEGE & ATEP

THIS AGREEMENT is made this 1st day of July 2012, by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and **CR&R Incorporated**, a California corporation, hereinafter referred to as "CONTRACTOR".

1. SCOPE

The trash collection services CONTRACTOR hereby agrees to provide trash collection services at Saddleback College, Irvine Valley College and ATEP during the term of this Agreement, including providing bins, picking up and disposing of trash as called for in the Notice Calling for Bids, Request for Bids, Bid Form, and as agreed herein.

2. TERM

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

3. CONTRACTOR'S RESPONSIBILITIES

- A. CONTRACTOR shall be responsible for all items set forth below:
 - 1. Providing three (3) cu. yd. bins with plastic lids in the quantities specified and at the locations indicated by the DISTRICT.
 - 2. Daily pick up of trash bins from Monday through Friday, between the hours of 6:00 a.m. and 8:00 a.m.
 - 3. At Saddleback College, bins located at the Library (3) and Sciences/Math Building (2) must be serviced before 7:00 a.m.
 - 4. Processing waste at a processing center to separate recyclables and recycle all recyclables.
 - 5. Providing quarterly certification demonstrating percentage of diversion. Reports to include copies of weight slip from the landfill operator and recycled material receiver.
 - Maintaining refuse collection containers clean and disinfected as necessary to avoid odors, prevent the attraction of insects, and avoid unsightly appearance. Containers damaged or badly scarred shall be repainted or replaced as requested by the DISTRICT.
 - 7. Newly requested high-sides or low-boys must be delivered within 24 hours of request.
 - 8. Additional 3 cubic yard bins as requested by the colleges must be delivered within 48 hours of request.
 - 9. When broken wheels are reported, CONTRACTOR must repair them within 48 hours.

- 10. When graffiti is reported on the bin, the CONTRACTOR shall paint or replace the bin within 48 hours.
- 11. The daily waste collector shall ensure that the bins' lids are in the close position when putting the bins back in place.
- 12. The daily waste collector driver shall not be allowed to compact the truck load within campus. If absolutely necessary, driver must coordinate with the respective M&O staff at each college an appropriate location for compacting the load.
- 13. Trash collection vehicles must be serviced regularly and comply with CALTRANS emissions requirements as well as the requirements of the cities of Irvine and Mission Viejo. CONTRACTOR shall provide colleges with proof of vehicle service.
- 14. The colleges must be notified in advance if, due to special circumstances, the waste hauler is going to miss a day of service.
- 15. On special projects involving high-sides and low-boys (e.g. construction projects or sport field renovation) the District reserves the right to temporarily use (during the duration of the project) alternate waste haulers if CONTRACTOR fails to meet any delivery schedules.
- 16. As the colleges' needs may vary during the term of the agreement, additional 3 cu yd bins may be required. CONTRACTOR shall provide additional bins at the prices quoted on the Bid Form. Similarly, if a bin is deleted, CONTRACTOR shall adjust the charges using the unit prices quoted.

B. TRASH CONTAINERS SUPPLIED BY CONTRACTOR WILL BE AS FOLLOWS:

CONTRACTOR shall provide new or refurbished three cubic yard steel, watertight bins with plastic lids. The contractor will be responsible for keeping all bins clean and repaired to comply with all local health laws and regulations. Should the DISTRICT find a container in poor and unacceptable condition, the contractor shall replace the bin with another that the DISTRICT finds acceptable. Other sized bins may be requested.

4. DISTRICT'S RESPONSIBILITIES

The DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of the CONTRACT subject to any additions or deductions as provided in the contract documents, the following amounts:

5. PRICES

Prices may be adjusted annually, starting on July 1 of each year. Prices shall be adjusted using the Consumer Price Index (CPI) but annual adjustments shall not exceed 10%.

6. FAILURE TO PICK UP

Failure to empty any container on the assigned day will result in a deduction from the monthly billing of one fifth of the weekly rate, per bin and per day.

7. INDEPENDENT CONTRACTOR

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

8. LICENSES

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

9. TAXES

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

10. INSURANCE

- A. CONTRACTOR shall maintain in full force during the term of this contract the following types of insurance:
 - General Liability and Auto Insurance including injuries and accidental death, to any one person in an amount not less than \$2,000,000.
 - Property Damage Insurance in an amount not less than \$2,000,000.
 - Worker's Compensation Insurance covering all CONTRACTOR'S employees connected with the performance of this contract.
- B. These policies shall name the DISTRICT as an additional insured and shall contain a covenant requiring thirty (30) days written notice to the DISTRICT before cancellation, reduction or other modification of coverage. These policies shall contain a primary and non contributing with any insurance carried by the DISTRICT and shall contain a sever ability of interest's clause with respect to gross liability, protecting each named insured as though a separate policy had been

issued to each. Certificates of the above policies shall be furnished to the DISTRICT together with an endorsement naming the District as additional insured.

11. HOLD HARMLESS CLAUSE

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

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

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

12. ASSIGNMENT/ADVERTISEMENT

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

13. TERMINATION

- A. DISTRICT shall reserve the right to cancel and terminate this Agreement in its sole discretion within ninety (90) days written notice to CONTRACTOR.
- B. In the event the CONTRACTOR fails to carry out or comply with any of the terms and conditions of this Agreement or any amendments thereto, the DISTRICT reserves the right to demand remedy of any default within ten (10) days of receipt of written notice of default.
- C. In the event the CONTRACTOR fails to remedy the default within the specified period, the DISTRICT shall have the right to cancel and terminate this Agreement. Termination shall be in writing and shall be effective as of the date of the termination letter. In such case, it shall be CONTRACTOR'S responsibility to continue operation and services until relieved by a subsequent vendor chosen by the DISTRICT (not to exceed sixty (60) days).
- D. In the event that the CONTRACTOR fails to maintain and keep in force general liability insurance, worker's compensation insurance or any licenses and permits as required, the DISTRICT shall have the right to cancel and terminate this Agreement forthwith and without notice.

14. AMENDMENT

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

15. FORCE MAJEURE

CONTRACTOR

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

16. NOTICE

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

DISTRICT.

CONTRACTOR.	DISTRICT.
	Dr. Debra L. Fitzsimons
President	Vice Chancellor

CR&R INC.	South Orange County Community College District
	28000 Marguerite Parkway
	Mission Viejo, CA 92692

17. NON-DISCRIMINATION

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

18. COMPREHENSIVENESS

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

CONTRACTOR:	SOUTH ORANGE COUNTY
	COMMUNITY COLLEGE DISTRICT:
By:Signature	By: Signature
	Dr. Debra L. Fitzsimons
Title	Vice Chancellor
	South Orange County Community College District
	28000 Marguerite Parkway
	Mission Vieio. CA 92692

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

written.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.9 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Award of Bid 2003: Coffee Cart Operation

Agreement

ACTION: Approval

BACKGROUND

The current five year agreement for the Coffee Cart Services contractor at Saddleback College expires on June 30, 2012.

STATUS

On February 14, 2012, district staff held a mandatory pre-proposal meeting for Bid No. 2003 for Cafeteria Operations and Food Vending Services. Coffee Cart Services were optional as an inclusion with the Cafeteria Operations and Food Vending Services or as a separate contract. Thirteen vendors attended. On March 13, 2012, one vendor provided two Coffee Cart proposals, one included with a Cafeteria Operations and Food Vendor proposal and one for a separate contract. (Exhibit A)

Saddleback College food and beverage committee evaluated all proposals and recommends award of a separate contract to The Drip Coffee for three years with the option for two, one year extensions. The recommendation is based on the demonstration of superior quality of service and products and their partnership value to the college. The President supports the recommendation.

This is a revenue generating contract with benefits provided to the college equaling approximately \$20,400 annually.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve a three year agreement (Exhibit B) with the option for two, one year extensions with The Drip Coffee for Coffee Cart Services at Saddleback College campus.

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

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

BID NO. 2003

FOOD & COFFEE CART SERVICES FOR SADDLEBACK COLLEGE PROPOSAL COMPARISONS

New Beginnings	*S&B Foods <i>Final</i> Proposal
Commission: Cafeteria: 12% of gross sales or \$6,0000/month per month whichever is greater Vending Machines (Canteen): Will pay 26.5% commission with an annual guarantee of \$21,000	Commission: 13% of net sales or \$5,900/month (whichever is greater on cafeteria sales and vending machine sales only)
Coffee Cart (The Drip Coffee): Base Rent Factors (*Per location) Guarantee payment of 12% on gross yearly sales of \$80,000 or \$800/month or \$9,600 per location	
15% payment on gross sales after \$80,000 *Contract includes servicing 2 locations, 1 coffee cart at BGS and the Village	·
Annual Guarantee: Cafeteria: Minimum \$72,000 Vending Machines: Minimum \$21,000 Coffee Cart Services: \$9,600 per location	Annual Guarantee: Minimum paid to SC annually will be \$59,000
Upfront Commission: None	Upfront Commission: \$5,000 upon signing on 7/1/12

EXHIBIT A
Page 1 of 2

New Beginnings	*S&B Foods <i>Final</i> Proposal
Capital Investment: \$10,000	Capital Investment: \$6,000 enhancement \$1,000 awning
President's Office Catering Allowance: None	President's Office Catering Allowance: \$3,500
Annual Scholarship: \$1,000	Annual Scholarship: \$2,000
Annual Donation to Food None	Annual Donation to Food Pantry: None
ASG Annual Catering Credit: None	ASG Annual Catering Credit: \$5,000
District or College food catering credit \$5,000 each semester = 10,000	District Catering for hot breakfast/ lunch 4x times a year: \$8,500 = \$34,000
Discounts: None	Discounts: ASG Card – 10% Faculty – 20% cafeteria on Fridays Coffee and tea- \$1 off a small size drink
Donate Meal Vouchers to School/EOPS and Financial Aid Office \$500/semester = \$1,000	Annual Gift Card Credits: None
None	Provide (2) 65" Televisions
Term: No	Term: Three (3) years beginning July 1, 2012 with two - one year options to renew

AGREEMENT SADDLEBACK COLLEGE COFFEE CART SERVICES

This Agreement is made this 1st day of July, 2012, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter called the "DISTRICT," and The Drip Coffee, Irvine, CA, hereinafter called the "VENDOR"

WHEREAS, the DISTRICT fosters sustainable food service that economically supports environmentally sustainable food systems as a way of contributing to the quality of life in the region;

WHEREAS, the DISTRICT and Saddleback College chose this VENDOR as one who can deliver a variety of high quality, sustainably produced and procured, foods on a daily basis;

WHEREAS, VENDOR is specially experienced and competent to provide to the DISTRICT the scope of services identified herein and has indicated its willingness and commitment to provide such services on the terms hereafter set forth in this AGREEMENT; and

WHEREAS, in accordance with Education Code Section 88004.5, a community college district may enter into a contract for management consulting services relating to food service for a term not to exceed one year, renewable on a year-to-year basis, so long as such contract does not cause or result in the elimination of any food service classified personnel or position or cause or result in any adverse effect upon any food service classified personnel or position with respect to wages, benefits, or other terms and conditions of employment.

NOW, THEREFORE, the PARTIES hereto agree as follows:

I. SCOPE

- A. The VENDOR hereby agrees to install and operate a coffee cart at a location next to the BGS building and food services at the Village Café at Saddleback College, during the duration of this Agreement. Operation of the coffee cart and food services shall be under the direction and control of the DISTRICT as hereinafter set forth for the benefit of Saddleback College students.
- B. The terms of this Agreement shall be controlling in the event any of the terms hereof conflict with any of the terms in the Request for Proposal or in the VENDOR's Proposal.
- C. The PARTIES understand that Education Code Section 88004.5 applies to this Agreement and requires that the performance of this Agreement shall not cause or result in the elimination of any food service classified personnel or position or cause or result in any adverse effect upon any food service classified personnel or position with respect to wages, benefits, or other terms and conditions of employment. Accordingly, the DISTRICT, as determined in its sole discretion, has the right to require changes to this Agreement and/or the scope of services to be performed by VENDOR in order to ensure compliance with Education Code Section 88004.5.

II. TERM

The term of this Agreement shall commence on July 1, 2012, and shall terminate on June 30, 2015. At the end of this period, the District will have an option for renewal, under the same terms and conditions, for two additional one-year periods.

III. VENDOR'S RESPONSIBILITIES

- A. VENDOR shall be responsible for providing food services at the cafeteria including the following:
 - 1. Operate the Saddleback College coffee cart and food services at the Village Café. Food Items to be sold will be such as shown in Exhibit C Sample Menus.
 - 2. Provide marketing services including signage as approved through the Food and Beverage Committee and advertisements in the school newspaper and on the college website.
 - 3. Maintain in safe and proper working condition and repair, at VENDOR's expense, all food service furniture, fixtures and equipment used by VENDOR in the food preparation and service areas.
 - 4. With the exception of items that may need replacement due to ordinary wear and tear, or damage resulting from the negligence of the DISTRICT, its agent or employees, or acts of God, VENDOR shall replace, at this expense, all lost or broken furniture, fixtures, and equipment with new items of equal or greater quality and value. At the termination of the Agreement, VENDOR shall surrender these items to the DISTRICT.
 - 5. The Café Village, kitchens, service rooms, auxiliary storage rooms, dining room and serving facilities shall be used and occupied by VENDOR for the supplying of meals aforesaid to the DISTRICT and for no other purpose, except as hereinafter provided.
 - 6. The VENDOR will complete an inventory of DISTRICT-owned supplies and equipment each year on or by July 1 of the year for which the inventory is effective with DISTRICT confirmation. In connection therewith, VENDOR shall permit DISTRICT to enter the Facilities to complete this task.
 - 7. VENDOR shall be responsible for installing VENDOR's own equipment, supplies, etc. as required to fulfill this Agreement.
 - 8. Cleaning and maintaining proper sanitation in the food preparation, service, and dining areas, and the outside dining areas. This shall include but not be limited to bussing of dishes and cleaning of tables; cleaning spills from floors; and mopping, waxing, and shampooing floors as applicable and as needed. Failure to comply with this paragraph shall be cause for termination of this Agreement.
 - Personal hygiene must be maintained at a high standard meeting or exceeding the requirements of the Orange County Health Department. Uniforms must be clean and pressed at all times.
 - 10. Removal of all trash and garbage to waste receptacles (DISTRICT-provided). VENDOR shall keep trash and garbage receptacle areas clean at all times.
 - 11. Extermination and pest control services in the Facilities.
 - 12. All linens, towels, uniforms, table linens, and laundry service costs.

- 13. All paper supplies including disposable plates, cups, napkins and utensils, Styrofoam excluded.
- 14. If necessary as determined by the DISTRICT, permanent serving trays shall be provided by VENDOR.
- 15. All office supplies and telephone expenses.
- 16. All kitchen supplies not originally furnished by DISTRICT.
- 17. VENDOR agrees that coffee cart and food services under this Agreement shall remain in operation during the three (3) instructional terms of the year. The regular days of operation for the 2012-2013 academic year shall be as shown on Exhibit A. VENDOR shall post days and hours of operation information at designated locations. Proposed changes to hours of operation must be made to the Food and Beverage Committee at the monthly meeting. A recommendation will then be taken to the College with a determination provided to the VENDOR within 10 business days of the original proposal received at the monthly meeting.
- 18. Menus will be provided to the Food and Beverage Committee members monthly for review. VENDOR agrees to meet the Committee's requests regarding menu content unless VENDOR can demonstrate that compliance would impose a financial hardship upon the food services operation to an extent greater than the quality demonstrated in sample menus provided during the RFP process (See Exhibit B). Menus shall be posted and distributed daily/weekly by the VENDOR.
- 19. VENDOR shall donate \$1,000 annually to the Saddleback College Food Pantry Program.
- 20. VENDOR is aware of the College and DISTRICT'S position of fostering sustainable and environmentally sound practices. VENDOR shall practice sustainability with an approach of continuous improvement. The current practices shall serve to define a baseline expectation including the following:
 - a. Use of non-trans fat oil in all cooking
 - b. Use of brown rather than bleached coffee filters
 - c. Coffee grounds saved for composting performed by the Horticulture Department.
 - d. Use "green" cleaning supplies for which staff is properly trained.
 - e. 100% styro-foam free in all packaging and serving ware.
- B. VENDOR shall give preference to Saddleback College students for employment as needed. Students are available through the Saddleback College Office of Career Placement and shall be employed to work as waiters, waitresses, cleaning personnel, or other help in accordance with State of California and federal labor laws.
- C. VENDOR shall assume responsibility for ensuring that food service employees obtain health examinations as required by law.
- D. VENDOR shall consult with the DISTRICT with regard to the appointment, service, transfer, or dismissal of all VENDOR personnel working at the college.
- E. VENDOR shall provide DISTRICT a list of all VENDOR's personnel scheduled to work at the college.

 All VENDOR's personnel shall be subject to DISTRICT and Saddleback College regulations regarding personal behavior and use of Facilities, and shall be subject to exclusion from the Facilities if requested in writing by the DISTRICT for violations thereof. DISTRICT reserves the right to exclude any of VENDOR's personnel with or without reason from the Facilities providing

that such request does not violate any applicable federal, state, or local employment laws, and is administered in accordance with VENDOR's personnel policies.

- F. Upon request, VENDOR shall attend and participate in monthly Food and Beverage Committee meetings.
- G. VENDOR shall be responsible for the following items:
 - All food costs.
 - 2. All labor costs, Social Security taxes, and unemployment insurance.
 - 3. All salaries, wages, and employee benefits payable to or on behalf of the VENDOR's employees. All employees (including students) shall be employed by the VENDOR in his/her own name, and the VENDOR shall hold the DISTRICT harmless from any and all claims, demands or liability on account thereof.
 - 4. All transportation and vehicle costs required for VENDOR's operation.
 - 5. All taxes including real estate taxes, applicable and insurance costs incurred by VENDOR.
 - 6. To collect and remit to the State Board of Equalization all sales taxes, where required, generated by the food services program at the College. A copy of the remittance and all gross sales shall be submitted to the DISTRICT at the time of each payment and no less than quarterly. Failure to pay any taxes owed to any governmental body shall be cause for termination of this Agreement.
- H. VENDOR agrees that no intoxicating beverages shall be kept, sold, or served upon the premises of the DISTRICT (except amounts required for food preparation, i.e., cooking wine).
- I. On termination of the Agreement, VENDOR shall vacate all parts of DISTRICT'S Facilities occupied by it or assignees and shall restore the same to the DISTRICT in the same condition as when originally made available to VENDOR, reasonable wear and tear expected. VENDOR and DISTRICT shall jointly conduct a closing inventory and inspection, and VENDOR shall replace or repair all lost, damaged or destroyed DISTRICT-supplied equipment, supplies or other property.
- J. The following minimum food specifications shall be adhered to:

MeatsUSDA ChoicePoultry and EggsUSDA InspectedMilk and Dairy ProductsUSDA Grade AFresh Fruits and VegetablesUS Fancy or No. 1

Canned Fruits and Vegetables US Grade A Choice or Fancy

Frozen Foods US Grade A Fancy
Beverages National Brands

- K. VENDOR shall provide the College with a phone number where they can be reached 24 hours a day, seven days a week, in case of emergencies. VENDOR shall also provide an e-mail address for emergency notifications.
- L. VENDOR shall provide a \$200 in yearly gift card credits in increments of \$10 per card to be used at the discretion of Saddleback College.

IV. DISTRICT'S RESPONSIBILITIES

- A. DISTRICT shall provide an academic calendar for the guidance of the VENDOR prior to the beginning of each fiscal year (July 1). DISTRICT and VENDOR shall thereafter determine the regular days of operation for each year.
- B. DISTRICT shall make available to the VENDOR, for the duration of this Agreement, the existing the coffee cart and food services facilities at Saddleback College (these facilities shall be and remain the sole property of the DISTRICT). The DISTRICT, College, and Associated Students of Saddleback College shall have the right to use bulletin boards and distribute materials inside the food service facilities at any time in accordance with procedures and limitations established by the DISTRICT and College.
- C. DISTRICT shall furnish the services of maintenance staff when available as required for the proper maintenance and repair of facilities and utilities (including plumbing and wiring).
- D. DISTRICT shall be responsible for and assume the costs of the following:
 - 1. All utilities required for the operation of the food services.
 - 2. Provide building space only for the VENDOR to use and maintain.
 - 3. Provide maintenance of outside areas except the areas noted in Section III, paragraph 5 as being the responsibility of the VENDOR.
- E. DISTRICT shall provide all necessary keys to insure that VENDOR's supervisory personnel shall have access to facilities at all times.
- F. DISTRICT shall make available all furniture, fixtures and equipment currently owned by DISTRICT for the provision of food services, as shown in EXHIBIT B.
- G. DISTRICT will provide all building replacement lamps required. This does not include equipment lamp replacement.
- H. When equipment owned by the DISTRICT is no longer functional, College and VENDOR will negotiate alternatives. Prior to any/all replacement, VENDOR must obtain an independent analysis confirming need and at no cost to the DISTRICT. The brand, model, and quality shall be at the sole discretion of the DISTRICT, but recommendations by the VENDOR shall be taken under advisement.
- J. The DISTRICT's single point of contact for all communication and contract negotiations will be the Director of Student Development.

V. PRICES

A. DISTRICT reserves the right to ensure that charges for items sold under this Agreement are not in excess of what would be considered reasonable and in balance to what is being charged at similar college facilities. Furthermore, VENDOR warrants that charges for items sold under this

Agreement are not in excess of what would be considered reasonable and in balance to what is being charged at similar college facilities.

- B. Changes in the coffee cart and food services menus as requested by VENDOR or recommended by DISTRICT may be implemented at any time upon review by Food and Beverage Committee and if mutually agreed by both parties in writing.
- C. Prices may be renegotiated once a year provided the VENDOR can prove to the satisfaction of the DISTRICT that costs have increased by that percentage or more during the preceding period. New prices and the date for implementation will be reviewed by the VENDOR with the Food and Beverage Committee and the College and mutually agreed upon. VENDOR will submit its request for price changes providing sufficient time for the Food and Beverage Committee to review the request before applying the proposed increase. If satisfactory negotiations cannot be consummated, the VENDOR or DISTRICT may terminate this Agreement upon ninety (90) days' written notice to the other party.
- D. VENDOR agrees to provide a ten percent (10%) discounts to current ASB cardholders.

VI.	PAY	MENTS	RY V	/FND	$\cap R$

A. The VENDOR agrees to:

• A guaranteed payment of 12 % on gross yearly sales of \$80,000 per location and a guaranteed monthly of \$800 per month and per location or \$9,600 per year and per location

AND

- On gross sales above \$80,000 payment of \$15% for every sales starting at \$80,001
- i. VENDOR shall submit a sales analysis report indicating monthly and year-to-date information to Saddleback College and the Food and Beverage Committee. Amount of monthly payments shall be calculated using the above figures as follows:

1.	Minimum year-to-date guaranteed commission:		
	\$800 X 2 (locations) X number of months	=	
2.	Percentage commission (Agreed percentage %) of year–to-date	=	
	gross sales less sales tax		

3.	rear-to-date payment:		
	Enter the greater of 1 or 2	=	
4 . F	Less previous payments:		
a			
i			
1	(From line 3 of previous month)	=	
u			
r			
e			
5.	Amount due:		
t			
0			
	(Line 3 less line 4)	=	
p			
r			
0			
vide	sales analysis reports or failure to pay co	mmissions on time shall b	e cause

B. Commission payments are due monthly within twenty (20) days after the close of each calendar month.

for termination of this Agreement.

C. In the event of a building closure (opening), commissions may be renegotiated after a 30 day period during which the impact is under evaluation by the VENDOR. If warranted, VENDOR will provide proposal for modification to the Food and Beverage Committee. A recommendation will be made to the College with a determination provided to the VENDOR within ten (10) days after the original presentation to the committee.

VII. DISTRICT'S SUBSTITUTE PERFORMANCE

In the event that VENDOR fails, refuses, or neglects to commence and complete promptly and adequately its maintenance obligations or any other necessary repairs of the Facilities or equipment that are its responsibility, the DISTRICT may, but shall not be required to, make or complete such maintenance or repairs and VENDOR shall reimburse DISTRICT for all costs and expenses thereby incurred within thirty (30) calendar days after receipt of an invoice from the DISTRICT. If reasonably possible under the circumstances, the DISTRICT shall give VENDOR written notice prior to commencement of any substitute performance. Any failure by DISTRICT to give such notice, however, shall not prejudice the DISTRICT's rights hereunder or alter VENDOR'S obligations hereunder.

VIII. EVALUATION OF SERVICE

A. The DISTRICT shall have a food service committee to appraise and evaluate the operations of the VENDOR. The DISTRICT reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the coffee cart and food service facilities with respect to the quantity and quality of food sold and served, the methods of service, the prices of a la carte selections, the hours of meal service, and the safety, sanitation, and maintenance of all Facilities.

If the committee determines that the coffee cart or food services at the Village Cafe does not meet the requirements of this Agreement, it will notify the VENDOR in writing of the complaint, the facts involved, and the solution sought. If the VENDOR fails to satisfy the complaint within ten (10) days, the DISTRICT shall have the right to terminate the Agreement in accordance with Section XXII, Paragraph B of this Agreement.

B. <u>VENDOR's Certifications, Representations and Warranties.</u>

VENDOR makes the following certifications, representations, and warranties for the benefit of the DISTRICT and VENDOR acknowledges and agrees that the DISTRICT, in deciding to engage VENDOR pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of VENDOR's engagement hereunder:

- VENDOR is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, VENDOR has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.
- VENDOR, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

IX. HEALTH AND SAFETY REGULATIONS

A. The VENDOR shall comply with all federal, state and local health and sanitation regulations relating to personnel and maintenance of the Facilities and shall also comply with any DISTRICT rules and regulations.

Failure to comply with this section within ten (10) days of receiving notice from the DISTRICT of a violation shall be cause for termination of the Agreement in accordance with Section XXII, Paragraph B of this Agreement.

B. VENDOR understands that Education Code Sections 88004.5, 88021, 88022, 88023, 88024, and 88025, and any other health criteria established by the DISTRICT, are applicable to all persons providing food service management consulting services under this Agreement.

X. SUPERVISION COORDINATION

Coffee Cart and Food Services VENDOR shall provide, at all times, adequate and expert managerial and administrative supervision for its employees. The Coffee Cart and Food Services Manager shall coordinate all activities connected with the provision of services specified in the Agreement and shall meet with the assigned DISTRICT representative(s) on an as-needed basis to coordinate enforcement of DISTRICT/COLLEGE policy, the implementation of suggestions and requests, and the prompt resolution of complaints. It will be the responsibility of VENDOR to respond, in writing if so requested, to inquiries, requests for change, and recommendations. Failure to provide adequate supervision shall be cause for termination of this Agreement.

XI. PARKING

Parking at Saddleback College by the VENDOR's employees shall be subject to the same regulations and parking fees as apply to college employees generally.

XII. INDEPENDENT VENDOR

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

XIII. FINANCIAL RECORDS

It is expressly understood that the VENDOR shall maintain financial records reflecting its operations at Saddleback College in accordance with standard accounting practices and procedures and shall make said financial records and supporting data and documents available for inspection, reproduction and audit by the DISTRICT, the DISTRICT's independent auditor or the Office of the Auditor General of the State of California at its request. Records, data and documents shall be retained for five (5) years after the end of each contract year.

XIV. LICENSES

It is expressly understood that the VENDOR assumes sole responsibility for the observances of, and so observes and complies with all provisions of federal, state, and local laws relating to or governing the operation of food service areas and food vending machines. All licenses and permits shall be obtained, displayed, and paid for by the VENDOR.

XV. TAXES

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

XVI. INSURANCE

- A. The VENDOR shall provide, at its sole expense, general liability insurance including operations, contractual, products, and protective liability subject to the following limits:
 - 1. Public Liability Insurance and Products Liability Insurance with limits of \$1,000,000 single person and \$5,000,000 aggregate coverage; \$1,000,000 Employer's Liability Insurance per accident limit for bodily injury and property damage liability; \$1,000,000 products liability; \$1,000,000 for each accident or death; \$500,000 comprehensive automotive liability, injury or death of each person; \$100,000 each accident in a single policy or a combination of an underlying and excess or umbrella-type coverage. VENDOR shall furnish a Certificate of Insurance naming the South Orange County Community College District, the Board of Trustees, Saddleback College, the Associated Students of Saddleback College and all of their respective officers, agents, employees, and volunteers as certificate holders.

VENDOR shall furnish a separate additional insured endorsement naming all the abovementioned persons and institutions as additional insured.

2. Worker's Compensation Insurance covering all VENDOR's employees connected with the performance of food service and food vending machine operations.

- B. These policies shall name the DISTRICT as an additional insured to the extent indemnified and shall provide an endorsement stating the necessity of thirty (30) days' written notice to the DISTRICT before cancellation, reduction or other modification of coverage. These policies shall be primary and non-contributing with any insurance carried by the DISTRICT and shall contain a severability of interests clause with respect to gross liability, protecting each named insured as though a separate policy had been issued to each. Certificates of the above policies shall be furnished to the DISTRICT, together with copies of receipts for all premium payments made thereon.
- C. DISTRICT shall keep its buildings, including the Premises and all property contained therein, insured against loss or damage from fire, explosion or other cause normally covered by standard broad form property insurance policies.

XVII. HOLD HARMLESS CLAUSE

- A. The VENDOR agrees to indemnify and hold harmless the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback College, and all of their respective 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:
 - Liability for damages for (i) death or bodily injury to person(s); (ii) injury to, loss or theft of property; or (iii) any other loss, damage or expense arising under either (i) or (ii) above, sustained by the VENDOR upon or in connection with the operations and services called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback College or their officers, employees or agents.
 - Liability for damages for injury to or death of any person(s) or damage to or loss or theft
 of any property caused by any act, neglect, default of the VENDOR, its employees or
 agents, arising out of, or in any way connected with the operations and services covered
 by this Agreement, whether said injury or damage occurs either on or off DISTRICT
 property.
- B. The VENDOR, at VENDOR's own expense, cost, and risk shall defend at DISTRICT's request, any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback College or their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback College or their officers, agents or employees in any action, suit or other proceedings as a result thereof.

XVIII. ASSIGNMENT/ADVERTISEMENT

A. This Agreement shall not be assigned by either party in whole or in part for food services without the express written consent of the other party, nor shall the VENDOR have the right to authorize

or permit the use of DISTRICT Facilities by third parties without the express written consent of the DISTRICT, and the VENDOR shall not use Facilities for purposes not relating to DISTRICT activities without prior written consent of the DISTRICT.

- B. In no instance shall the DISTRICT name be used by the VENDOR in connection with any advertising or promotions without the specific prior written consent of the DISTRICT.
- C. VENDOR is responsible for any associated advertising costs.
 - 1. Advertising is at the discretion of the VENDOR subject to approval by the DISTRICT which shall not be unreasonably withheld.

XIX. TERMINATION

- A. Either party shall have the right to terminate the Agreement for any reason upon one-hundred-twenty (120) days' prior written notice to the other party.
- B. If either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.
- C. In the event that the VENDOR fails to maintain and keep in force general liability insurance, worker's compensation insurance or any licenses and permits as required, the DISTRICT shall have the right to cancel and terminate this Agreement forthwith and without notice.

XX. AMENDMENT

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

XXI. FORCE MAJEURE

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

XXII. NOTICE

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

	CONTRACTOR:		DISTRICT:	
	Scott Co	phen	Dr. Debra L. Fitzsimons	
	CFO		Vice Chancellor of Business Services	
	The Dri	p Coffee	South Orange County Community College District	
	15 Pacif	fic Grove	28000 Marguerite Parkway	
	Irvine, (CA 92620	Mission Viejo, CA 92692	
XXIII.	NON-E	DISCRIMINATION		
	In the performance of this Agreement, the VENDOR shall not discriminate against any person, employee, or applicant for employment and/or service because of race, creed, color, sex, handicap, or national origin; and shall comply with all federal, state, and local laws, regulations, and ordinances regarding equal employment opportunities.			
XXIV.	COMP	REHENSIVENESS		
	 A. If any provision of the Agreement as applied to either party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provisions of the Agreement or its validity or enforceability. B. The complete Agreement shall include the Request for Proposals and VENDOR's Proposal, all bonds, this Agreement and all amendments thereto, Exhibits A and B. The contract documents are complementary and what is called for by any one shall be as binding as if called for by all. In the case of conflict, the terms and conditions of this mutually agreed upon Agreement shall prevail. 			
IN WIT	N WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.			
CONTR	ONTRACTOR: DISTRICT:			

EXHIBIT B Page **14** of **20**

Name, Title	Dr. Debra L. Fitzsimons,
	Vice Chancellor of Business Services
Date	Date

Exhibit A

Hours of Operation

When classes are in session:

Monday-Thursday 7:00 am – 9:00 pm

Friday 7:00 am – 2:00 pm

Saturday 10:00 am – 2:00 pm

When classes are not in session:

Monday – Thursday 7:30 am – 1:30 pm

Friday 7:30 am – Noon

The facility will be closed when the campus is closed.

Exhibit B

Existing Equipment List

The Drip Coffee Owned Equipment

BGS Cart

- Canopy over cart
- 2 Coffee Carts (One side cart and one main cart) and all equipment on carts
- Expresso Machine, Brewer, Fridge, Sink, Blender, Ice Coolers, Mobile Support Unit (MSU)
- Storage All shelving, products, and coolers (container owned by Saddleback College)

Village Café

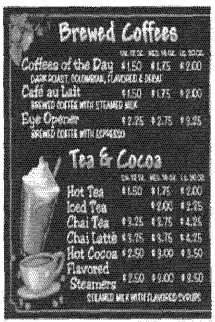
- Steel racks in storage/inventory room
- All coolers
- Ice Cream Freezer
- Display items to house products
- Bakery Rack

EXHIBIT "C"

Menu Information

CoiTee Carr BGS

Below is our coffee menu tbm includes all of our Coffee drinks. Specialty Drinks; smoothies and Blended drinks.







COFFEE Cart BGS cont...

Eadresso	Drinks	Special	a Drink	
A 7	1786 : Y 174924 : AM			
		Corsine McCon		0 115
PORTEO DIAMONIO		CACCELICAL VICE L'AGAIN		
Café Latté 195	11/1/20 (1/0)	Vanilla Mocha		() 11 5
ELSMESSOR STEAMOURK		CACLMICHA MITA VANILA		
	0 (3.52) (4.00	Hazelnut Mocha		
TOPASSO, STANCE MANAGEMENT		PASTALISM METHAZION		
Americano (2.0) Migra Mass Wittington	0 1750 1330	Response Mocia		() till
		CHI HIGH WILL DRIVE		
		Irish Mecha	1350 14C	(,) (.
	C87.1 (4.21)	ekst woerd wat i detrier	TAN PYDIN	
Expression	11.75 17.75	Minto Marcha	1450 146	()
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ECENTA MUNICIPALM		ARTERIOR BEING WATER		
F DATEM SHOT LOWESSO		Flavored Lati		1. 14
• ADD DATE OF TRANSPOSITION		THE RESIDENCE OF THE RE		
· Albahama				
* 人口和特别的AM				



BGS Non-Coffee Menu Options

Fresh Crox

Donuts

Energy Bars Many Varieties including Viegan & Clutten View uptions

Fruit Snacks
Low Fat Granola Bars
Assortments of Trail Mix
Fresh Baked Cool
Various Beef Jerky O



The Gaucho Village Cafe Non-Coffee Menu Options

Fresh Croissants - Butter and

Donuts

Turkey & Cheese and Ham & Cho

- Fresh Sandwiches
- Wraps, Salads, Yogurt Parfaits
- · Canned Soups, Chicken Salad and Tuna

Chips (Frito Lay as well as specialty brands) - Glaten Fre

- · Assortments of Trail Mix
- · Energy Bars -Many Varieties including Vegan & Gluten Free
 - · Fresh Baked Cookies
 - · Assortment of Candy Bars

Full line of Pepsi Products-Soda, juice, water, energy drinks





SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.10 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: East Bridge Replacement Project: Change Order

No. 1 and Notice of Completion:

ACTION: Approval

BACKGROUND

On June 27, 2011, the Board awarded a construction contract to Griffith Company for the East Bridge Replacement Project in the amount of \$576,386.

STATUS

EXHIBIT A describes the required modifications contained in Change Order Request (COR) No. 1. Approval of this COR will result in a decrease of \$65,284.37 in total project cost. Approval of this COR will bring the revised total contract amount to \$511,101.63

Funds are available from Project budget, which is \$1,697,307.

Staff recommends that a Notice of Completion be filed for the East Bridge Replacement Project.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Change Order Request No. 1, EXHIBIT A, decreasing the contract amount by \$65,284.37 with Griffith Company for a total contract amount of \$511,101.63 and authorize the filing of the Notice of Completion, EXHIBIT B for the East Bridge Replacement Project at Saddleback College. It is also recommended that the Board authorize the release of retention 35 days after filing.

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

SOCCCD EAST BRIDGE REPLACEMENT BID NO. 2001

CHANGE ORDER NO. 1

May 25, 2012

Bid #	BID PACKAGE DESCRIPT ION	CONTRACTOR	ADDRESS	CONTRACT AMOUNT	Previously Approved COR's	COR #1	REVISED CONTRACT AMOUNT
2001	General Contractor	Griffith Company		\$576,386	\$0.00	-\$65,284.37	\$511,101.63
				\$576,386	\$0.00	(\$65,284.37)	\$511,101.63

COR No.	Date	Description	Requested	Status	Amount
1	5/4/2012	Unused Allowance Balance	YES	APP	(\$65,284.37)
				BCO #1	-\$65,284.37
				BCO TOTALS	-\$65,284.37

Recording Requested By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: EAST BRIDGE REPLACEMENT PROJECT at SADDLEBACK COLLEGE, Bid No. 2001, the contract for the doing of which was heretofore entered into the 28th day of June 2011, which contract was made with Griffith Company, as Contractor; that said improvements were completed on the 30th day of March, 2012, and accepted by formal action of the governing board of said District on the 21th day of May 2012, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above named Contractor is TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.; that the property hereinafter referred to and on which said improvements said improvements were made is described as follows:

SADDLEBACK COLLEGE 28000 MARGUERITE PKWY. MISSION VIEJO, CA 92692

SOUTH ORANGE COUNTY COMM	MUNITY COLLEGE DISTRICT OF (ORANGE COUNTY, CA
By		
	Gary L. Poertner Chancellor	Dated
STATE OF CALIFORNIA]	Chancehol	
COUNTY OF ORANGE]		
Gary L. Poertner, being first duly sworr	n, deposes and says:	
That he/she is Secretary of the Board COLLEGE DISTRICT of Orange County, California		RANGE COUNTY COMMUNITY
That he/she has read the foregoing No stated therein are true and correct.	tice of Completion and knows th	ne contents thereof and that the facts
	Gary L. Poertner Chancellor	Dated
State of California County of Orange	Chancenor	
Subscribed and sworn to (or affirmed) before me on this, 20, by Gary L Poertner proved to me on the basis of satisfactory evidence to be the person who appeared before me.		
Signature		(Seal)

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.11 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Substitution of Subcontractor: James B. Utt

Memorial Learning Resource Center Renovation: Bowtile, Corp.

ACTION: Approval

BACKGROUND

On April 26, 2010, the Board approved the award of bid to Bayley Construction for the James B. Utt Memorial Learning Resource Center Renovation project at Saddleback College.

Upon completion, the installed tile began to crack. Forensic analysis demonstrated that the tile did not meet specification break strength and the tile assembly including the tile, backer board, joint tape, and tile setting bed required removal and replacement.

Chapter 4, Section 4107 of the California Public Contract Code known as the "Subletting and Subcontracting Fair Practices Act," requires that the awarding authority approve a subcontractor substitution after bid award. The acceptable reasons for requesting substitutions provided in Government Code Section 4107 include, "when the listed subcontractor fails to execute a written contract."

STATUS

Bayley Construction informed the District that the listed site tile subcontractor, Bowtile, Corp. refused to perform the work. Bayley Construction placed them on notice pursuant to public contracting code. Bayley Construction recommends that Universal Flooring Systems, Inc. of Huntington Beach be accepted as the substitution subcontractor, EXHIBIT A. In accordance with Section 4107 of the Government Code, a certified letter notifying Bowtile, Corp. of this substitution request was sent on May 3, 2012, EXHIBIT B.

This substitution will have no impact on the cost of the project.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the removal of Bowtile, Corp. and its substitution by Universal Flooring Systems, Inc., Huntington Beach, as subcontractor on the James B. Utt Memorial Learning Resource Center Renovation project at Saddleback College.

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



California Office

April 30, 2012

3730 S. Susan St. Suite 200 Santa Ana, CA 92704-3456 Tel 714-540-8863

Fax 714-556-1484

Attn: Nathan Huntley/Steve Baker MC CARTHY BUILDING COMPANIES

28000 Marguerite Parkway Mission Viejo, CA 92692

RE: JAMES B. UTT LEARNING RESOURCE CENTER at SADDLEBACK COLLEGE **Subcontractor Substitution Job #10058 Tile Contractor**

Washington Office

8005 SE 28th Street P.O. Box 9004 Mercer Island, WA 98040-9004 Tel 206-621-8884 Fax 206-343-7728 Dear Nathan/Steve:

Pursuant to California Public Contract Code section 4107, this is Bayley Construction's request to substitute Bow Tile for the limited purpose of repairing the tile cracking issues on the project. Bayley Construction has placed Bow Tile on notice that it must repair these conditions, but it has refused to do so. Therefore, in order to mitigate any delay and damages, Bayley Construction requests authority to substitute Bow Tile for purposes of these repairs. In accordance with Public Contract Code section 4107(a)(3), this request is based upon Bow Tile's failure and refusal to perform its subcontract.

State Licenses Arizona 124221

California 734880 Colorado

<u>152091</u>2 ldaho

RCE-20059

Nevada 49114 Oregon 127881 Utah 50771325501

Washington BAYLECG034JC

Bayley Construction requests that the District immediately give notice to Bow Tile of this substitution request, and approve this substitution pursuant to Public Contract Code section 4107.

If you have any additional questions please contact me to discuss.

Sincerely,

BAYLEY CONSTRUCTION

Mah Froman

Mark Freeman Project Manager

File: 4093 Mark Florer, Tom Dutcher



SADDLEBACK COLLEGE • IRVINE VALLEY COLLEGE • ADVANCED TECHNOLOGY & EDUCATION PARK

EXHIBIT B Page 1 of 1

May 3, 2012

Mr. Eytan Marom Bowtile Corp. 7749 Densmore Ave. Van Nuys, CA 91406

Subject: Substitution of Subcontractor

Dear Mr. Marom:

We have received from Bayley Contractors a request for substitution of the tile subcontractor for the James B. Utt Memorial Learning Resource Center Renovation project at Saddleback College (please see attached copy).

In compliance with Article 4107 of the California Contract Code, this is your notification of said request. You have five working days to submit a written objection to the substitution. Failure to file a written objection will constitute your consent to the substitution.

Sincerel

Walter R. Rice

Assistant Director of Facilities Planning

WRR/Ih

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.12 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Award of Bid 295D: Bookstore Operations

Agreement

ACTION: Approval

BACKGROUND

The current agreement for the Bookstore Operations services at Saddleback College expires on June 30, 2012.

STATUS

On March 6, 2012, district staff held a mandatory pre-proposal meeting for Bid No. 295D for Bookstore Operations services. Two vendors attended. On March 26, 2012, two vendors provided proposals. (Exhibit A)

Saddleback College evaluated the proposals and recommends contract award to Follett Higher Education Group for two years with the option for three, one year extensions. The recommendation is based on the demonstration of superior quality of service and products and their partnership value to the college. The President supports the recommendation.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve a two year agreement (Exhibit B) with the option for three, one year extensions with Follett Higher Education Group for Bookstore Operations Services at Saddleback College campus. This is a revenue generating contract with benefits provided to the college equaling approximately \$600,000 annually and \$310,000 in a one-time contribution.

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

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

BID NO. 295 D

BOOKSTORE OPERATIONS FOR SADDLEBACK COLLEGE PROPOSAL COMPARISONS

Category	PAST AGREEMENT W/ FOLLETT	Barnes & Noble		*Follett
Compensations:		Option 1 – Standard Textbook Pricing	Option 2 – 5% Discount of New & Used Textbooks	
	\$650,000/yr for five years OR 12.1% of all gross revenue	13.5% Gross Sales up to \$3 million 14.5% Gross Sales of all sales over \$3 million	10.5% Gross Sales up to \$3 million 11.5% Gross Sales up to \$3 million	13.5% Gross Revenue up to \$5 million; plus 14.5% of any part of Gross Revenue over \$5 million
	up to \$5,000,000 13.1% of all gross revenue over \$5,000,000	Guaranteed minimum commission for the first year of: \$500,000	Guaranteed minimum commission for the first year of: \$400,000	Guaranteed minimum commission for the first year of: \$575,000
General Scholarship	None	\$7,500/annually (to be awarded at the discretion of SC)	\$7,500/annually (to be awarded at the discretion of SC)	\$10,000/annually (general scholarship contribution administered by the College)

Page 1 of 2

Textbook Scholarship	\$5,000	None included	None included	\$10,000/annually
				(textbook scholarship in the form of gift cards or accounts receivable acct. administered by College Administration)
Library Donations	None	None included	None included	\$5,000 worth of textbook donation
				Loan the Library 150 top title textbooks every semester
One-Time Contribution	None	\$100,000 one-time (signing bonus to be utilized at the discretion of IVC)	None	\$250,000 one-time payment
Proposed Capital Contributions	Up to \$100,000 facility improvements	\$245,000(design, fixture, and equipment)	\$135,000 (design, fixture, and equipment)	\$60,000/patio improvement (any unspent funds will be given as
	\$80,822 software investment	\$55,000 (computer & POS system	\$40,000 (computer & POS system	textbook scholarship)

*Recommended award

2

AGREEMENT - SADDLEBACK COLLEGE BOOKSTORE OPERATION SERVICES BID NO. 295D

This AGREEMENT, is made this 1st day of July, 2012, by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and Follett Higher Education Group, an Illinois corporation, hereinafter referred to as "CONTRACTOR".

1. SCOPE

The CONTRACTOR hereby agrees to manage the Saddleback College (SC) Bookstore located on the Saddleback College Campus, 28000 Marguerite Parkway, Mission Viejo, California 92692, during the term of this Agreement.

2. TERM

The duration of this agreement shall be for a period of two (2) years beginning July 1, 2012 with three - one year options to renew to operate the Saddleback Bookstore.

3. CONTRACTOR'S RESPONSIBILITIES

- A. The CONTRACTOR shall be responsible for all costs of operating the bookstore, including, but not limited to, the following items:
 - 1. All merchandise inventory cost.
 - 2. All equipment and fixtures not provided by the DISTRICT and necessary to operate the bookstore.
 - 3. Maintenance, in proper condition and repair, of any DISTRICT provided bookstore furniture, fixtures and equipment used by the CONTRACTOR.
 - 4. Maintenance of the wall-mounted fire extinguishers at least once each fiscal year and providing the DISTRICT with necessary documents of proof thereof.
 - 5. Cleaning of the office, display/merchandising and receiving/warehousing areas.
 - 6. Maintain clean, dry floors in the service areas at all times.
 - 7. All telephone and computer access expenses.
 - 8. All taxes and insurance costs.
 - 9. Extermination and pest control services.
 - 10. All vehicle and transportation costs required for the operation.
 - 11. All office and operating supplies.
 - 12. All advertising and promotion costs.
 - 13. Removal of all trash and garbage to District-provided waste receptacles.
 - 14. Provide limited bookstore services at the Saddleback College "Village".
- B. The CONTRACTOR shall also be responsible for:
 - 1. All labor costs, Social Security tax, and unemployment insurance.
 - All salaries, wages and employee benefits payable to or on behalf of the CONTRACTOR's employees.
 All employees (including students) shall be employed by the CONTRACTOR in his own name, and the CONTRACTOR shall hold the DISTRICT harmless from any and all claims, demands or liability on account thereof.

- CONTRACTOR shall hire whenever possible College students for both part-time and temporary positions and take into consideration academic commitments of student employees in scheduling responsibilities and hours.
- 4. CONTRACTOR shall pay its employees no less than the minimum wage established for each such worker by any applicable law, take all necessary precautions for worker safety and provide emergency first aid required by any applicable law.
- 5. CONTRACTOR shall consult and notify the College in regard to the appointment, service, transfer, and dismissal of all CONTRACTOR management personnel serving on campus. All CONTRACTOR's personnel shall be subject to DISTRICT regulations regarding personal behavior and use of DISTRICT facilities, and shall be subject to exclusion from the DISTRICT at the request of the DISTRICT for serious violations thereof or for conduct inimical or offensive to the interest of the DISTRICT or its students.
- C. CONTRACTOR shall at the minimum remain in operation during all instructional terms of the year. The CONTRACTOR shall have the Bookstore(s) fully stocked, textbooks shelved and sell-ready one week prior to the start of classes. CONTRACTOR shall remain in operation during all instructional terms of the year. CONTRACTOR shall confer with the College in establishing and maintaining bookstore hours to adequately serve day and night students during the regular term and extend its hours during opening and rush periods. Hours and days of operations shall be agreed upon by both parties, including days that the bookstore shall be open before each instructional term. CONTRACTOR shall adjust its business hours to accommodate Saddleback College's special events, such as major athletic games, homecoming, commencement, parents weekends, and campus lectures.
- D. CONTRACTOR shall, at Saddleback College, have one representative at the "Village" quad and one representative at the Student Services quad during the first two weekends of the Fall and Spring semesters and the first three days of all late start classes as well as the first three days of Summer terms. These representatives should work from a portable table or kiosk equipped with computer access to assist students with on spot online book ordering.
- E. CONTRACTOR shall collect fees and report collections in the following manner:
 - CONTRACTOR shall collect fees for various College or student activities and Orange County Transit
 District passes and remit to DISTRICT monthly by check with an accounting sheet indicating specific
 categories of fee collection. These fees will not be considered revenues for purpose of any
 commission computation.
 - 2. CONTRACTOR shall provide for charge/debit sales of books, supplies and all other merchandise to students, faculty and staff through MasterCard, Visa, American Express, the Discover Card, and through bank ATM cards. CONTRACTOR shall provide also for charge sales to Saddleback College and to South Orange County Community College District on their own accounts, payable thirty (30) days from statement date. CONTRACTOR shall accept personal and Saddleback College checks from students, faculty and staff in reasonable amounts in payment for purchases, subject to appropriate identification.
 - 3. CONTRACTOR shall establish an automated and integrated accounting system whereby students in the EOPS/CARE and CalWORKS programs may purchase books with charges billed to EOPS directly.
 - 4. CONTRACTOR shall accept financial aid bookstore vouchers.
 - 5. CONTRACTOR shall accept student ID debit cards if implemented by the College.

- F. CONTRACTOR shall provide to every person purchasing a textbook during term a brochure describing the bookstore policies and procedures.
- G. CONTRACTOR shall provide on line bookstore services for students and staff that integrates registration, etc., with the present IT systems and will maintain such integration, at CONTRACTOR'S cost. Any IT software system's version upgrade must be implemented and integrated within 30 days. Any IT software system problems must be troubleshoot and resolved within 3 days.
- H. CONTRACTOR shall provide merchandise bags printed with the college logo. These bags may also have the CONTRACTOR's name and logo.
- I. CONTRACTOR shall maintain an inventory system for new and used textbooks that will promote service to the faculty and maximize the number of used books for the students. Inventory system and results shall be available for review by the DISTRICT at the DISTRICT's discretion.
- J. CONTRACTOR shall specify its textbook order/reorder process and its methods for:
 - 1. Notification to DISTRICT of out-of-stock and out-of-print titles in a timely manner
 - 2. Notification to DISTRICT of textbook arrivals.
 - 3. Provide proposed forms for distribution to faculty for reporting inventory and assisting with reorder process.
- K. CONTRACTOR shall provide appropriate signage at the bookstore, including posting operating hours at the store entrance. CONTRACTOR agrees that DISTRICT's approval in advance is required for any proposed new sign.
- L. CONTRACTOR shall coordinate and arrange with the Coffee Café at Saddleback College the ability to sell small supplies such as Scantrons, blue books, pencils, pens, etc. This arrangement maybe satisfied by installing a vending machine at the Village.
- M. CONTRACTOR ensures it will not sell questionable merchandise at the Saddleback College Bookstore. In cases in which the DISTRICT questions the sale of items it considers objectionable, CONTRACTOR will discontinue the display and sale of those items immediately.
- N. CONTRACTOR to provide College Library, a single copy of textbooks, at no cost to the college, when books are out-of-stock. This may be due to late shipments or not enough numbers of textbooks available.
- O. CONTRACTOR shall display the "Required" books in the manner that is obvious and in plain sight of the students. Recommended books must be clearly marked as recommended so to not be confused with the "Required" books.
- P. CONTRACTOR shall send confirming email to the Instructor when her/his book adoption is received.
- Q. CONTRACTOR to guarantee and provide the number of textbooks required when the textbook adoption is received at least 30 days before the start of classes and no issues outside CONTRACTOR'S control, such as outof-print, out-of-stock, foreign titles, etc.

- Should the CONTRACTOR not meet this guarantee, CONTRACTOR will contribute \$500 to the SC scholarship fund for each class/title affected, and will give each student affected a \$10 bookstore gift card.
- 2. In addition, CONTRACTOR will overnight the textbooks at their sole expense additional textbooks to meet the demand.
- 3. CONTRACTOR to advertise the student's out of stock policy.
- R. CONTRACTOR will be responsible for informing the DISTRICT about needed facility repairs throughout the course of this contract. The DISTRICT will make or authorize repairs to the facility. Should a circumstance arise when CONTRACTOR is deemed responsible for wear or damage, the DISTRICT may request that CONTRACTOR pay for the necessary repairs.
- S. CONTRACTOR shall provide DISTRICT with records, if requested, for a monthly report that shall include the total net sales and fee income. Contractor shall maintain accurate, complete and separate books of account according to accepted standards of accounting, reflecting its operations on a fiscal year basis (July 1 June 30), together with appropriate supporting data and documents. These books will be made available for audit by the DISTRICT Auditors, and/or DISTRICT or College representatives.
- T. CONTRACTOR shall assume sole responsibility for damage or losses, regardless of cause, to any and all property of the CONTRACTOR located in or on DISTRICT property.
- U. On termination of the contract, CONTRACTOR shall vacate all parts of DISTRICT's premises occupied by it and shall restore the same to the DISTRICT in the same condition as when originally made available to CONTRACTOR, reasonable wear and tear expected. CONTRACTOR and DISTRICT shall jointly conduct a closing inventory and CONTRACTOR shall replace or repair all lost, damaged or destroyed District-supplied equipment or other assets. All equipment and furniture provided by the CONTRACTOR will, at the end of the contract, remain the property of the CONTRACTOR.

4. CONSIDERATION

- A. CONTRACTOR agrees to pay a commission percent of gross revenue, with a guarantee of minimum per annum. Gross Revenue shall be considered to be monies collected by the Bookstore or the Store's world wide web page, catalog, or mail order function, including text rental fees and replacement costs of rental texts not returned, but excluding any text rental processing fees, less refunds, returns, taxes, commissions earned from rings and graduation regalia, allocations of Follett-funded scholarships, discounted sales to departmental faculty, staff and others under this Agreement, and sales at less than a 20% gross margin, including but not limited to computer system sales (such as software, hardware and components), and consumer electronics (such as mp3 players, digital cameras and e-readers), all as reasonably calculated by CONTRACTOR. When CONTRACTOR sells digital content as agent, CONTRACTOR'S agency fee shall be applicable gross revenue.
- B. Commission computation and payment by check shall be on a monthly basis. The sales analysis, commission computation report and payment will be furnished by the CONTRACTOR to the DISTRICT within twenty (20) calendar days after the close of each month. A late fee is an amount equal to one and one-half percent (1-1/2%) compounded per month plus \$200 of the DISTRICT's share will be assessed against the CONTRACTOR for any late remittance.

- C. CONTRACTOR agrees to pay the following commission amounts:
 - 1. \$575,000 annually for the first year: If in the first full year during the term of this Agreement, calculated commission payments to DISTRICT are less than \$575,000 ("Guaranteed Annual Income"), CONTRACTOR will pay DISTRICT an additional amount necessary to bring total payments to DISTRICT for that year up to the Guaranteed Annual Income. CONTRACTOR will provide a Guaranteed Annual Income in all future years of this agreement that will be an amount equal to ninety (90%) of the calculated commission on gross revenue of the immediately preceding year. The guarantee would rise annually as sales increase. OR:
 - 13.5% of all Gross Revenue up to \$5,000,000; plus
 14.5% of any part of Gross Revenue over \$5,000,000

Compensation will be given in whichever is greater in any contract year.

D. In addition, CONTRACTOR will make a \$250,000 one-time payment within 90 days of the execution of a mutually acceptable contract. This payment will be subject to amortization and repayment in accordance with the contract.

5. EXCLUSIVE FRANCHISE

CONTRACTOR shall be, during the duration of his contract, the only authorized bookstore on campus. The DISTRICT will cooperate with the contractor and use its highest offices to prevent or discourage unauthorized competitive activities. Occasionally, the Friends of the Library or some student groups may request authorization to conduct used book sales to raise funds for their programs; the college will consult and coordinate with the CONTRACTOR prior to authorizing these events.

CONTRACTOR will also have the right to use Saddleback College seal and logo on items such as stationary, soft goods, notebooks, pens, pencils, decals, and other manufactured goods traditionally sold in campus bookstores.

CONTRACTOR agrees that the bookstore may sell gum and candy but no other food or beverage items unless specifically authorized by the DISTRICT.

6. PRICES

CONTRACTOR agrees to maintain the following retail selling price structure:

Textbooks – new No higher than publisher's list price or 25% gross profit margin on net

price books. A freight pass through may be added.

Textbooks – used Not to exceed 75% of the current new textbook selling prices.

E-books and other digital

content

Not to exceed 30% gross margin.

Coursepacks, text "package", "kits", "sets", and "bundles",

Not to exceed 30% gross margin.

and non-returnable and returnrestricted text

The maximum gross margins for all other merchandise will not exceed the normal gross profit margin within the campus bookstore industry.

Thirty (30) days prior to the beginning of any academic year of operation, the markup of any merchandise or services covered by any portion of this contract may be renegotiated provided the CONTRACTOR can prove to the satisfaction of DISTRICT that costs have increased by that percentage or more during the preceding one-year period. If satisfactory negotiations cannot be consummated, there is nothing in this paragraph that will prohibit either the CONTRACTOR or DISTRICT from terminating the contract.

7. DISCOUNTS

The following are the percentages of discount offered:

Items purchased by the DISTRICT and the College shall be on a discounted basis. The net price shall be twenty-five percent (20%) discount from retail, except textbooks, computer hardware, and software.

Faculty and staff will receive a discount of ten percent (10%) from regular retail prices on any item not on sale, excluding textbooks, computer hardware, and software.

Saddleback College ASG cardholders will receive a ten percent (10%) discount, excluding textbooks, computer hardware and software.

BOOK BUYBACKS

CONTRACTOR will purchase used books from the students, year round during regular store hours, and buy back quantities from students have priority over order quantities for new stock from the publishers or wholesalers. The buyback value, for books in a resalable condition for which a firm order has been received by the bookstore and for which inventory is needed, is 50% of new retail price. The buyback value for all other books is, dependent on condition, at current wholesale market pricing. Stack buying, at the buyback counter, is not allowed. Buy back values are stated for each title at the buyback counter. The policy is to buy any textbook for which there is resale market value.

9. DISTRICT RESPONSIBILITIES

A. The DISTRICT shall:

- 1. Provide an academic calendar for the guidance of the CONTRACTOR prior to the beginning of each fiscal year (July 1).
- 2. Provide, as mutually agreed, current facilities and utilities reasonably required by the CONTRACTOR for the efficient operation of its bookstore.
- 3. Furnish the services of the maintenance staff when available, as required for the proper maintenance and repair of facilities (including plumbing and wiring).
- 4. Be responsible for and assume the costs of the following:
 - i. Providing building space for bookstore operations.
 - ii. Providing outside trash bin and trash collection services.
 - iii. Cost of the utilities: electricity, heat, and air conditioning.

- 5. Provide janitorial and grounds maintenance coverage of the areas <u>outside</u> the bookstore.
- 6. Provide all building replacement lamps required in the bookstore areas.
- 7. The DISTRICT shall have the right to approve or disapprove all logo and regular merchandise and books to be sold in the bookstore.
- The DISTRICT will provide the contractor with necessary textbook adoption no later than May 1st for Fall term, November 1st for Spring term, and March 1st for Summer term.
- 9. The DISTRICT shall notify the CONTRACTOR of estimated and actual class enrollment figures and work with CONTRACTOR to implement a responsive procedure for notification of class cancellations, over-enrollments, etc., as soon as practicable.

10. INSURANCE

The CONTRACTOR shall provide at no expense to the DISTRICT, general liability hazards insurance which shall include:

- A. Operations, contractual, and protective liability subject to the following limits: \$2,000,000 Employer's Liability Insurance per accident limit for bodily injury and property damage liability, \$2,000,000 for each accident or death; \$1,000,000 comprehensive automotive liability; \$200,000 each accident in a single policy or a combination of an underlying and excess or umbrella-type coverage.
- B. Worker's compensation insurance covering all CONTRACTOR'S employees connected with the performance of the bookstore operations.
- C. The CONTRACTOR shall require any sub-contractor or assign to maintain insurance of the same kind and the same amount.
- D. These policies shall name the DISTRICT, the Board of Trustees, Saddleback College, the Associated Student Government, and all their respective officers, agents, employees, and volunteers, as an additional insured and shall contain a covenant requiring thirty (30) days written notice to the DISTRICT before cancellation, reduction or other modification of coverage. These policies shall be primary and non-contributing with any insurance carried by the DISTRICT and shall contain a severability of interests clause in respect to gross liability, protecting each named insured as though a separate policy had been issued to each. Certificates of the above policies shall be furnished to the DISTRICT together with copies of receipts of all premium payments made thereon prior to commencement of an agreement.
- E. The insurance provided by the CONTRACTOR will cover all furniture, fixtures, equipment, and inventory located in or on the premises against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards outlined by the DISTRICT. This insurance policy will be sufficient to cover the full replacement cost of the items listed. CONTRACTOR agrees that the insurance policy must be issued by a company approved by the DISTRICT.

11. HOLD HARMLESS CLAUSE

CONTRACTOR agrees to indemnify and hold harmless the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback College, and all of their respective 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 (i) death or bodily to person(s); (ii) injury to, loss or theft of property; or (iii) any other loss, damage or expense arising under either (i) or (ii) above, sustained by the CONTRACTOR upon or in connection with the operations and services called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback College or their officers, employees or agents.
- B. Liability for damages for injury to or death of any person (s) or damage to loss or theft of any property caused by any act, neglect, default of the CONTRACTOR, its employees or agents, arising out of, or in any way connected with the operations and services covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property.

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

12. EVALUATION OF SERVICE

- A. The DISTRICT shall have a bookstore committee to appraise and evaluate the operations of the CONTRACTOR.
- B. The DISTRICT reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the bookstore at any time with respect to the quantity and quality of merchandise, the methods of service, the prices, the hours of service, and generally with respect to the safety, sanitation and maintenance at levels satisfactory to the DISTRICT.

13. TERMINATION

- A. In the event the CONTRACTOR fails to carry out or comply with any of the terms and conditions of the established contract, the DISTRICT reserves the right to demand remedy of any failure or default within ten (10) days.
- B. In the event the CONTRACTOR fails to remedy the failure or default within the specified period, the DISTRICT shall have the right to cancel and terminate the established contract. In such case, it shall be incumbent upon the CONTRACTOR to continue operation until relieved by a subsequent bookstore operator chosen by the DISTRICT (not to exceed ninety (90) days).
- **C.** In the event that the CONTRACTOR fails to maintain and keep in force general liability insurance and worker's compensation insurance, the DISTRICT shall have the right to cancel and terminate this agreement forthwith and without notice.

14. LICENSING AND PERMITS

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

15. TAXES

The CONTRACTOR assumes complete liability for all taxes applicable to the operations, income and transactions of the CONTRACTOR excluding property taxes.

The DISTRICT shall not be liable and will not make reimbursement to the CONTRACTOR for any tax imposed either directly or indirectly upon the CONTRACTOR by any authority by reason of the contract or otherwise.

16. FINANCIAL RECORDS

It is expressly understood that the CONTRACTOR shall maintain financial records in accordance with standard accounting practices and procedures and shall make all records available to an independent auditor appointed by the DISTRICT and the Office of the Auditor General of the State of California as its request. The financial obligation to the auditing firm shall be met by the DISTRICT. Records, data and documents shall be retained for five (5) years after the end of each contract year.

17. SCHOLARSHIPS

- A. CONTRACTOR agrees to provide \$10,000 annually in general scholarship contributions, which will be administered by the College.
- B. CONTRACTOR agrees to provide \$20,000 annually in textbook scholarship contributions. The scholarships will be awarded by the Saddleback College administration.

18. DONATIONS

CONTRACTOR agrees to donate \$5,000 in textbooks annually to the Saddleback College Library. Additionally, the Contractor will lend the Library 150 of the top textbook titles every semester which will be returned to the store after finals

19. CAPITAL IMPROVEMENT

CONTRACTOR agrees to spend \$60,000 in creating a patio space to enhance the image and attract customers. Should there be any unspent funds, the Contractor agrees to provide additional textbook scholarships.

20. PARKING

Parking at Saddleback College by the CONTRACTOR's employees shall be subject to the same regulations and parking fees as apply to college employees generally.

21. INDEPENDENT CONTRACTOR

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

22. ASSIGNMENT/ADVERTISEMENT

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

23. AMENDMENT

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

24. NOTICE

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

CONTRACTOR:	DISTRICT:
Thomas A. Christopher	Dr. Debra L. Fitzsimons
President	Vice Chancellor of Business Services
Follett Higher Education Group, Inc.	South Orange County Community College District
1818 Swift Drive	28000 Marguerite Parkway
Oak Brook, IL 60523	Mission Viejo, CA 92692

25. NON-DISCRIMINATION

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any person, employee or applicant for employment and/or service because of race, creed, color, sex, handicap, or national origin: and shall comply with all

EXHIBIT B Page 11 of 11

federal, state, and local laws, regulations, and ordinances regarding equal employment opportunities and DISTRICT's adopted affirmative action policy.

26. COMPREHENSIVENESS

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

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

CONTRACTOR:	DISTRICT:
Name, Title	Dr. Debra L. Fitzsimons, Vice Chancellor of Business Services
Date	 Date

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 5.13

DATE: 5/21/12

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 April 30, 2012 board meeting due to medical reasons.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt resolution 12-22 (Exhibit A) authorizing payment to Trustee Fuentes who was absent from the April 30, 2012 meeting of the Board of Trustees.

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 12-22

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 April 30, 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, April 30, 2012.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM:

DATE: 5/21/12

5.14

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 12-20 to

Amend 2011-12 Adopted Budget

ACTION: Approval

BACKGROUND

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

STATUS

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

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

General Fund	
CACT Op-Tech at Irvine Valley College	(\$180)
Total Decrease to the General Fund	(\$180)
Child Development Fund	
Child Development Training Consortium at Saddleback College	\$2,500
Total Increase to the Child Development Fund	\$2,500
Total Budget Amendment	\$2,320

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 12-20 to amend the 2011-12 Adopted Budget as indicated in Exhibit A.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION 12-20

May 21, 2012

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$2,320 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Title 5 of the California Code of Regulations, Section 58308;

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

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

General Fund		
<u>Account</u>	Income Source	<u>Amount</u>
8100	Federal Revenue	(\$180)
		(\$180)
<u>Account</u>	Expenditure Description	<u>Amount</u>
5000	Other Operating Expenses and Services	(\$180)
		(\$180)
Child Development Fund	[
<u>Account</u>	Income Source	<u>Amount</u>
8800	Local Revenue	\$2,500.00
		\$2,500.00
<u>Account</u>	Expenditure Description	<u>Amount</u>
7000	Other Outgo	\$2,500.00
		\$2,500.00

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT GENERAL FUND **RESOLUTION 12-20** May 21, 2012

STATE OF CALIFORNIA)	
COUNTY OF ORANGE)	
Community College District of Orange	y to the Board of Trustees of South Orange County ge County, California, hereby certify that the Budget on in the amount of \$2,320 was duly and regularly lar meeting thereof held on
IN WITNESS WHEREOF, I h May 2012.	nave hereunto set my hand and seal this 22nd day of
	Gary L. Poertner
	Secretary to the Board of Trustees

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 5.15

DATE: 5/21/12

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 P12-04069 through P12-04296 amounting to \$940,343.31 and P13-00039 through P13-00062 amounting to \$117,320.06 are submitted to the Board of Trustees for approval. Confirming requisitions dated April 11, 2012 through May 1, 2012 totaling \$61,642.62 are also submitted.

RECOMMENDATION

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

PO	1942 - 2 2 2 2 2 2 2 2 2		1 <u>2</u> 19 2 20	Accoun	
Number	Vendor Name	Site	Description	Amoun	
P12-04069	HALO BRANDED SOLUTIONS,	:	CTE NATURAL MUG	420.22	
	INC. AKA LEE WAYNE				
	CORPORATION				
P12-04070	DR. ANGELA COLOMBO		Consultant fee for MA Prog Director 2011/2012	1,000.00	
P12-04071	ARMSTRONG MEDICAL INDUSTRIES		PEDIATRIC SUPLLIES FOR PARAMEDIC CLASS	1,551.60	
P12-04072	ASICS AMERICA CORPORATION		IVC Badminton: team backpacks & apparel	1,827.57	
P12-04073	AVALON TENT & PARTY		CHAIR AND DRAPERY RENTAL FOR COMMENCEMENT	2,196.82	
P12-04074	WAXIE SANITARY SUPPLY	SC WAREHOUSE	REPLENISH STORES FACIAL TISSUE	226.28	
P12-04075	CPP, INC. DAVIES BLACK PUBLISHING		SkillsOne, MBTI, & Strong College Software	3,147.50	
P12-04076	UNITED STATES POSTAL SERVICE BUSINESS REPLY MAIL		Postage for Summer Emeritus Brochure	525.37	
P12-04077	ENVIRON		ATEP County Exchange site assessment	11,500.00	
P12-04078	GOODWILL INDUSTRIES OF ORANGE COUNTY		Interpreting Services	120.00	
12-04079	UPBEAT, INC.		TRASH RECEPTACLES	10,992.96	
212-04080	DVV ASSOCIATES, INC.	SC Science	BUILDING ENVELOPE CONSULTANT SERV.	.00	
212-04081	SEHI PROCOMP COMPUTER PRODUCTS		TONER FOR THE OFFICE	3,308.78	
212-04082	MC FADDEN-DALE INDUSTRIAL		TRUCK LIFTGATE SASH CHAIN	8.40	
212-04083	UNITED INTERIORS		Drafting Stools for TAS 113	8,310.09	
12-04084	COLLICUTT ENERGY SERVICES		DIESEL GENERATOR PARTS & SUPPLIES	278.07	
12-04085	NUGIER PRESS CO.		REPAIR KIT	140.12	
12-04086	W. W. GRAINGER		Shop supplies AUTO	309.25	
12-04087	WAWAK		Sewing Supplies ZIPPERS/GROMETTS	1,451.26	
12-04088	DYNATRONICS	•	Yoga and Pilate supplies	360.33	
12-04089	LEARNING ZONE		DVD Dept Resources	387.47	
12-04090	J. M. McCONKEY CO.		Student Suppplies	129.70	
12-04091	GUNTHER'S ATHLETIC SERVICE		Clothing apparel/IVC Badminton	258.60	
12-04092	WESTERN GRAPHICS PLUS, INC.		CTE Transitions Outreach Table Cloth	1,050.94	
12-04093	APPLE COMPUTER, INC. ATTN: HIEd SALES SUPPORT	Ē	iPads for EOPS	1,500.85	
12-04094	ROBERT W. SIMONEAU		RapidTech Consultant	69,999.00	
12-04095	PACIFIC COLLEGE TESTING		CTEP Site License N/C	538.75	
12-04096	DICK BLICK COMPANY	•	DMA Supplies PROFOLIO/ADHESV	422.94	
12-04097	SADDLEBACK BOOKSTORE - #296 FOLLETT HIGHER EDUCATION GROUP		Notebooks for Counseling's BSI Project	298.66	
12-04098	HOME DEPOT MISSION VIEJO STORE #614		GEOGRAPHY EMERGENCY BOOSTERS	26.91	
12-04099	AGUINAGA GREEN, INC.		DELIVERY OF TOP SOIL ON	185.00	
	a security is a maily live.		VARIOUS CAMPUS LOCATIONS	,00.0	

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PO	N	Cita	B	Accour
Number	Vendor Name	Site	Description	Amour
12-04100	UNITED DIRECT MARKETING, INC.		Mailing of Emeritus Summer, 2012 Brochure	658.00
12-04101	TRIBUNE MEDIA SERVICES C/O KYLE BROWNELL	Bldg W/Com Arts	Schedule Service for Ch. 39	350.00
12-04102	JON LUNDGREN		Musician Services for Spring Vocal	375.00
12-04103	CDW-G COMPUTER CENTERS		Livescribe Pens for DSPS	1,481.45
12-04104	ART SUPPLY WAREHOUSE		ATAS GRAPHICS STUDENT SUPPLIES BOARD/MARKER	1,222.47
12-04105	WELLS FARGO #3317 (DISTRICT)	Bldg W/Com Arts	Security Cameras for Vill 5	226.84
12-04106	WELLS FARGO #3317		Books for A&R staff development use	837.25
12-04107	WELLS FARGO #3317		Source book for instruction	80.21
12-04108	RESEARCH TECHNOLOGY INT'L		Purchase supplies for CD cleaner	424.78
12-04109	HITT MARKING DEVICES, INC.	IVC Warehouse	Whse. Self Inking Stamps	125.29
12-04110	G/M BUSINESS INTERIORS		Health Center modular facilities	80,803.20
12-04111	BIG TOP RENTALS	•	Rental Items for HTEC Event 4/28	3,082.50
12-04112	RJL SYSTEMS		QUANTUM ANALYZER SYSTEM	2,682.9
12-04113	SHOESCHOOL.COM		SHOE LASTS	1,507.9
12-04114	B & H PHOTO		RAPIDTECH NONINSTR SUPPL/FLASH MEM	265.9
12-04115	BOUNDTREE MEDICAL LLC		EMS PROGRAM SUPPLIES	3,001.5
12-04116	PROGRESSIVE MEDICAL INT.		SUPPLIES FOR PARAMEDIC STUDENTS	2,167.4
12-04117	JOHNSTONE SUPPLY		Miter Saw	1,470.9
12-04118	WELLS FARGO #3317		Software development tools	893.2
12-04119	WELLS FARGO #3317 (DISTRICT)		Multimedia and backup software	62.4
2-04120	WELLS FARGO #3317		Large Format Scanner IVC FA	173.2
12-04121	WELLS FARGO #3317 (DISTRICT)		Portable external hard drives and cases S.C. SME	255.7
12-04122	GOVCONNECTION		SMS Server for SARS Texting Component	1,753.8
12-04123	CONCORD HEALTH SUPPLY, INC.		Pulse Oximeter for KNEA Dept.	192.8
2-04124	LASER SOURCE		Toner cartridges for HP LaserJet P4515 (HP 64X)	214.4
2-04125	SEHI PROCOMP COMPUTER PRODUCTS		Color Printer for DSPS Office	495.0
2-04126	DIVERSIFIED BUSINESS SERVICES		PROMOTIONAL IVC FIN AID/JACKETS/CONTAINERS	2,436.5
2-04127	DIVERSIFIED BUSINESS SERVICES		PROMOTIONAL ITEMS: HATS	1,987.4
2-04128	EMERGENCY PLANNING CONSULTING GROUP		Consultant - Emergency Preparedness Assessment	2,160.0
2-04129	AA EQUIPMENT RENTALS		CLUB CAR CARRYALL FOR ATEP SITE	7,811.8
2-04130	WELLS FARGO #3317 (DISTRICT)		A Recovery/Repair Disk and a Flash Drive	29.9
2-04131	PACIFIC PARKING SYSTEMS, INC.		BATTERY FOR PARKING PERMIT DISPENSER MACHINE	162.3
2-04132	ORANGE COUNTY REGISTER		AD FOR BID 298D FOR BUS SERV.	748.0
2-04133	B & H PHOTO	Bldg W/Com Arts	Gels and expendables for student	353.1

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PO	Vanday Nama	Site	Departmen	Accou
Number	Vendor Name	Site	Description	Amou
212-04134	DELL MARKETING		Pen Tablet for Financial Aid	387.8
212-04135	MARKERTEK VIDEO SUPPLY 1 TOWER DRIVE	Bldg W/Com Arts	CONVERTER	532.3
212-04136	WELLS FARGO #3317	e .	iPad 3 Keyboard/Cover	184.7
212-04137	BARBARA MARTINEZ		Trainer Foster/Kinship Conference	50.0
212-04138	GOVCONNECTION		Kara Mahotka Patterson-Summer 2012 Fee Based	734.8
212-04139	SEHI PROCOMP COMPUTER PRODUCTS		HP toner Cartridge for CCLD	1,266.0
P12-04140	FLAG SYSTEMS, INC.		Commencement - sound system	3,900.0
212-04141	KATE CLARK		Speaker Payment - Kate Clark	500.0
212-04142	SEHI PROCOMP COMPUTER PRODUCTS		Printers and toners for the Career Center	1,184.1
P12-04143	CROWN VALLEY BODY SHOP		REPAIR VEHICLE #113 RAUL LEAL	1,660.3
12-04144	SMART LEVELS MEDIA		Newsletter Printing FKCE	2,747.6
212-04145	NOTHING BUT AIR BALLOONS, INC.		Career Day Tours Balloons used for direction	158.0
212-04146	EMMA PEREZ		Foster/Kinship Translator	60.0
12-04147	ANGELA SANTOS		Trainer Foster/Kinship Wkshp	120.0
12-04148	NEW ALTERNATIVES, INC.		Trainers Foster/Kinship Wkshps	720.0
12-04149	MERCK AND CO., INC. ORDER MANAGEMENT CENTER		Vaccines	658.2
12-04150	DAVE SMITH ENTERPRISE dba HOSPITAL ASSOCIATES		Corrosive Cabinet	725.5
12-04151	TOMARK SPORTS EQUIPMENT		FMO FIELD SUPPLIES-PAINT	145.5
12-04152	CHERYL ALEXANDER		Trainer Foster/Kinship Workshops	120.0
12-04153	ULINE, INC.	2	Shop supplies for the automation lab	300.0
12-04154	APPLE COMPUTER, INC. ATTN: HIEd SALES SUPPORT		TECH PURCHASE FOR ALLIED HEALTH BOOT CAMP	6,497.3
12-04155	UNION ELECTRONIC DISTRIBUTORS	Bldg W/Com Arts	Bulbs for Board Room projectors	344.8
12-04156	JOHNSON CONTROLS, INC. YORK/JCI		EMERGENCY REPAIR - FA-100 A/C-WATER COIL	11,358.0
12-04157	ROYAL TRUCK BODY		* VEHICLE #88 PARTS	271.1
12-04158	EUROPRINT, INC.		Honors Program Posters	387.9
12-04159	JOSTEN'S		Rental regalia for IVC Commencement Speaker	38.9
12-04160	SILVER DREAM FACTORY, INC.		CTVR Locaation Rental-Student Film Project	750.0
12-04161	WARD'S NATURAL SCIENCE		Supplies for geology THERMOMETER/COMPASS	400.8
12-04162	BRAD POLLAK COMPANY		Career Day Guest Speaker	200.0
12-04163	AMANDA HUNN		Fashion Event Lecture Series	200.0
12-04164	REMY C. VILLENO		Fashion Event Lecture Series	200.0
12-04165	MICHELLE RIELL		Fashion Event Lecture Series	200.0
12-04166	JOSELYN KONING		Fashion Event Lecture Series	200.6
12-04167	REBECCA FRANCIS		Fashion Event Lecture Series	200.6
12-04168	JUSTIN VENEGAS		CTVR Location Rent-Student Film	100.6

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PO Number	Vendor Name	Site	Description	Account Amount
P12-04169	APRIL RESA		CTVR Location Rent-Student Film Project	200.00
P12-04170	TRUE SOUTH RENEWABLES, INC.		SOLAR INVERTER SERVICE	495.00
P12-04171	HACH COMPANY		CHEMISTRY SUPPLIES FOR STUDENT LABS	764.19
P12-04172	KELLY PAPER		Copy paper for publications	88.87
P12-04173	EVAN STRAND	¥	Dance tech services	100.00
P12-04174	BENJAMIN SAYLES	*	Rehearsal Tech Services	100.00
P12-04175	HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION		Memo Booklets	2,218.31
P12-04176	DELL MARKETING	•	BGS LAB COMPUTER REFRESH	170,781.29
P12-04177	BEST BUY GOV, LLC		Equipment for Emeritus Classes-Music System	1,010.10
P12-04178	DISPLAYS 2GO		Purchase display racks.	179.48
P12-04179	AARDVARK CLAY AND SUPPLIES		S.Elizalde- SUM2012 Fee Based Materials EMERITUS	190.85
P12-04180	LINDA ADLER-KASSNER		Speaker Payment - "Art of Articulation"	500.00
212-04181	A-S MEDICATION SOLUTIONS, LLC	SC WAREHOUSE	Medications	111.54
P12-04182	DELL MARKETING		Laptop battery for Trustee Milchiker	116.57
P12-04183	DIVERSIFIED BUSINESS SERVICES		Bic Clik Stik pens Imprinted	1,521.63
P12-04184	DIVERSIFIED BUSINESS SERVICES		Thrifty pencil - No "F"	354.01
212-04185	DIVERSIFIED BUSINESS SERVICES		#2 Writing pencils	356.64
212-04186	DANIEL SCOTT	(e)	Reimburse Dan Scott for grant activity	1,186.22
212-04187	REINBERGER PRINTWERKS		Commencement Program 2012	4,284.19
212-04188	TOWN & COUNTRY GLASS	SC Lib Renov	FOR DOOR CLOSERS AT LIBRARY	4,853.00
212-04189	ANGELICA R. ZIKOOR		Trainer Foster/Kinship Wkshp	360.00
212-04190	HITT MARKING DEVICES, INC.		Curriculum Date Stamp	65.00
212-04191	MONTGOMERY HARDWARE		REPLACE GYM DOUBLE DOORS	4,875.25
P12-04192	RICHARD WHITMARK DBA RANCHO VIEJO GLASS		REPLACE BROKEN WINDOW	275.00
12-04193	EMCOR/Mesa Energy Systems		SUPPLY FAN DRIVE FOR PE 200	2,900.00
12-04194	SCHWAB APIARIES		EMERGENCY BEE REMOVAL AND ABATEMENT A300	500.00
212-04195	DEEP SURPLUS	•	SC LIB RENO (PATCH CABLES) **RUSH**	1,294.62
12-04196	CDW-G COMPUTER CENTERS	3	Xerox Foreign Device Interface Kit	202.25
12-04197	THE PATON GROUP		RAPIDTECH NEW EQUIP + COREL DRAW	27,809.13
12-04198	AMERICAN GRIP INC.	Bldg W/Com Arts	Replacement Silks and Flags	714.10
12-04199	G/M BUSINESS INTERIORS		CHAIR FOR BUYER	440.80
12-04200	DELL MARKETING		LAPTOP BACKPACK	71.54
12-04201	THE BLIND FACTORY		MINI BLINDS FOR DANCE CLASSROOM	485.00

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PO	Vendor Name	Site	Description	Accou
Number	Vendor Haine	0.10	Description	Amou
212-04202	RELIAPOLE INSPECTION		GOLF RANGE POLE INTEGRITY TESTING	14,160.0
212-04203	MILLENNIUM BUSINESS SERVICES Marty Cohn		Service Pin Cards and Envelopes	906.7
212-04204	B & H PHOTO		EXTERNAL HARD DRIVE	367.4
12-04205	STAR MAINTENANCE SUPPLY		CUSTODIAL SUPPLIES	5,727.0
212-04206	ROCKET DESIGN JOHN T. DAVIDSON		IVC Outreach Recruitment Brochure Revisions	600.0
212-04207	MAIN GRAPHICS		Honors Brochure for IVC Outreach	1,354.5
12-04208	BALANCED BODY		Yoga and Pilates Supplies	444.3
12-04209	COMPUTERLAND OF SILICON VALLEY		Voice Software for Speech Dept	176.0
12-04210	WELLS FARGO #3317 (DISTRICT)		Storage Building for Adaptive KNEA equipment	1,616.1
12-04211	DIVERSIFIED BUSINESS SERVICES		PROMOTIONAL SUPPLIES	4,267.7
12-04212	JUDITH WENDT		Panelist Foster/Kinship Wkshp	50.0
12-04213	ANDREA MATHEWS		Panelist Foster/Kinship Wkshp	50.0
12-04214	PRECISION PLUMBING, INC.		INSTALL AND BACK FILL NEW 8" WATER VALVE	3,867.3
12-04215	PC MALL GOV. INC.		UPS FOR NEW SERVER	106.6
12-04216	FIBRE GLAST DEVELOPMENTS CORP.		Supplies for Green Composite Workshop CTEWD	2,587.1
12-04217	UNITED INTERIORS		Office Chairs	864.1
12-04218	WOODBRIDGE HIGH SCHOOL		H.S. Senior Day 2012 Transportation for Woodbridge	800.0
12-04219	DIVERSIFIED BUSINESS SERVICES		Promotional Outreach Items TOTE BAGS	384.1
12-04220	DIVERSIFIED BUSINESS SERVICES		Promotional Outreach Items/UMBRELŁA	1,718.5
12-04221	DIVERSIFIED BUSINESS SERVICES		Printed outreach materials HIGHLIGHTER/PENS	3,026.9
12-04222	FISHER SCIENTIFIC		BIOLOGY INSTRUCTIONAL EQUIP HOT PLATE	8,148.7
12-04223	DANIEL J. POTHEN		Independent consultant fee for the H.I.T. program	4,000.0
12-04224	WARD'S NATURAL SCIENCE		PHYSICS SUPPLIES STOP WATCH	238.8
12-04225	MOUSER ELECTRONICS INC.		PHYSICS SUPPLIES	330.5
12-04226	PASCO SCIENTIFIC		PHYSICS SUPPLIES	77.5
12-04227	WELLS FARGO #3317		I PAD CASE/PLASTIC CLIPS/SCANNER	175.2
12-04228	ROBERT BROOKE & ASSOCIATES		PE-200 RESTROOM	273.1
12-04229	MISSION PRINTING COMPANY		Transcript Envelopes with window	1,159.3
12-04230	PORTLAND COMMUNITY COLLEGE AM 126		ANNUAL SUBAWARD / NSF DUE 1104305	20,011.0
12-04231	EDMONDS COMMUNITY COLLEGE		ANNUAL SUBAWARD / NSF DUE 1104305	20,000.0
12-04232	CAREFUSION CORP.		Syringe Pump Module for Nursing labs	3,658.7
12-04233	BRENNER-FIEDLER & ASSOC.,		REPAIR PARTS	368.9

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PO	Vendor Name	Site	Description	Accoun
Number	Vendor Name		Description	Amoun
P12-04234	COMPUTERLAND OF SILICON VALLEY		License Agreement for Electronic Medical Record	1,873.77
P12-04235	TMCx SOLUTIONS, LLC	SC Science	SCIENCES BLDG. LEED COMMISSIONING SERV. AGRMT.	56,800.00
P12-04236	JACKSON-HIRSCH, INC.	*	LAMINATING POUCHES/TAGS IVC LIBRARY	103.36
P12-04237	LIBRARY ADVANTAGE	(*)	BOOK STRIPS LIBRARY IVC	140.0
212-04238	DIVERSIFIED BUSINESS SERVICES		Tote Bag promotional item	699.49
P12-04239	DIVERSIFIED BUSINESS SERVICES		Lip Balm promotional item	955.86
P12-04240	DIVERSIFIED BUSINESS SERVICES		Composition Notebook promotional item	2,105.5
P12-04241	UNITED INTERIORS		Keyboard Tray	284.90
212-04242	FISHER SCIENTIFIC		PHYSICS SUPPLIES	258.6
212-04243	FLINN SCIENTIFIC, INC.		PHYSICS SUPPLIES	62.70
212-04244	SARGENT-WELCH LLC VWR INTERNATIONAL COMPANY		PHYSICS SUPPLIES	373.0
212-04245	RED DIGITAL CAMERA COMPANY	Bldg W/Com Arts	Recording Media for Epic Camera	1,023.6
12-04246	AVALON TENT & PARTY		Commencement - Stage, skirt, & velvet rope	3,566.2
12-04247	PARAWIRE/PARAMOUNT WIRE CO		Barrett Summer 2012 Fee Based Sup/ WIRE	206.1
12-04248	DB MECHANICAL, INC.		A100 ROOF REPAIR	3,625.0
12-04249	SIMULAIDS, INC.		OB simulation equipment	883.1
12-04250	DISPLAYS 2GO	*	Purchase display stand	245.7
12-04251	DIVERSIFIED BUSINESS SERVICES		Printed outreach materials/NOTES	1,534.8
212-04252	SEHI PROCOMP COMPUTER PRODUCTS		Cartridges for Counselors	221.4
212-04253	DIVERSIFIED BUSINESS SERVICES		Printed outreach materials FLAG IN POCKET CASE	637.69
212-04254	G/M BUSINESS INTERIORS		FURNISH GENERAL PURPOSE AREA IN A100	3,526.20
12-04255	DELL MARKETING		SC LIB RENO (LAPTOPS)	25,537.4
12-04256	TROXELL COMMUNICATIONS, INC.	*	SC LIB RENO (PROJECTORS/TVS)	39,223.1
12-04257	B & H PHOTO		SC LIB RENO (DVD PLAYERS)	2,375.6
12-04258	COMPUTER CABLE STORE	ž	SC LIB RENO (FIBER OPTIC CABLES)	295.17
12-04259	WELLS FARGO #1598	•	Logitech Computer Mice - Vendor: Amazon.com	748.2
12-04260	WEST THOMSON REUTERS	*	TEXTS & MANUALS for Paralegal Program	3,121.6
12-04261	THADDEUS J. FALENCKI JR.	•	Taser Instructor	540.54
12-04262	FIBERGLASS SUPPLY		Spray gun parts	841.63
12-04263	CYNOSURE NEW MEDIA, INC.		Update of IVC Online Orientation	1,500.00
12-04264	POSTMASTER		Postage for summer 2012 SCLO mailer	700.00
12-04265	DIANE LEWIS		Costume supplies for SCLO	1,000.0
12-04266	CHUCK ROGERS THEATRE ARTS		Set building supplies for SCLO	1,000.00
12-04267	DOUGLAS WESTLAKE		Piano tuning services for SCLO	400.00

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ReqPay11b

Board Report

P12-04268			Description	Amou
212-04269	SO. ORANGE CO. COMM. COL.DIST	***	2011-2012 CARE Grants	5,600.0
	ACCREDITING COMMISSION FOR COMMUNITY & JUNIOR COLLEGES		Substantive Change - Paralegal	500.0
212-04270	COMMUNITY COLLEGE LEAGUE OF CALIFORNIA		2012 COMMUNITY COLLEGE DIRECTORY	39.0
212-04271	AVALON TENT & PARTY		JOB FAIR TABLE/CHAIR RENTAL	573.0
12-04272	APPLE COMPUTER, INC. ATTN: HIEd SALES SUPPORT	·	SC LIB RENO (MACS)	87,097.5
12-04273	HUMANSCALE COMPANY		SC LIB RENO (COMP ARMS/HOLDERS)	29,343.0
12-04274	UNITED INTERIORS	•	SC LIB RENO (ASSEMBLY OF ERGO)	12,046.4
12-04275	SIMULATION CURRICULUM CORP		Purchase Starry Night Astronomy Software	446.4
12-04276	UTRECHT		Ivars Jekabsons-Summer 2012-Fee Based Supplies	541.4
12-04277	A-1 AWARDS		Perpetual Plaque	134.0
12-04278	NEWPORT-MESA UNIF. SCHOOL DIST		H.S. Senior Day 2012 Transportation	164.9
12-04279	ORANGE COUNTY HIGH SCHOOL OF THE ARTS		H.S Senior Day 2012 Transportation for OCHSA	356.9
12-04280	CONSOLIDATED ELECTRICAL DIST.		LIGHTING PANAL	2,480.2
12-04281	PENN CORPORATE RELOCATION SERVICES, INC.		Moving and storage for SHC construction project	6,738.4
12-04282	FULLERTON CIVIC LIGHT OPERA CO		Costume rental for "Joseph" runs June 8-24, 2012	5,000.0
12-04283	CYNOSURE NEW MEDIA, INC.		Online orientation and advisement update	6,000.0
12-04284	HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION		CTE Transitions Outreach Shirts	451.5
12-04285	INNOVATIVE EDUCATORS	•	Webinar Training Front Office Staff	750.0
12-04286	DEMCO INC.		IVC LIBRARY CD JEWEL CASES	87.0
12-04287	WELLS FARGO #3317		Card File and Binders for Accounting	319.8
12-04288	K 5600 LIGHTING, INC.	Bldg W/Com Arts	Parts to repair broken barn doors	71.6
12-04289	G/M BUSINESS INTERIORS		CHAIR FOR FAC PLANNING	440.8
12-04290	HITT MARKING DEVICES, INC.		Self Ink Stamps	30.4
12-04291	S & B FOODS		Meal Cards for EOPS Students	2,000.0
12-04292	DIVERSIFIED BUSINESS SERVICES		Printed outreach materials HIGHLIGHTER/PENS	1,080.9
12-04293	MILLENNIUM BUSINESS SERVICES Marty Cohn		Business Cards	99.1
12-04294	SOURCE GRAPHICS		Publications BANNERS/MATTE/TONER	1,826.7
12-04295	CUTRATEBATTERIES.COM	8	PR400 BANK BATTERIES CHARGER	421.5
12-04296	MIKE THOMPSON'S RV SUPER STORE		Generator forf EOC Mobile	7,898.0

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PO Number	Vendor Name	Site	Description		Account Amount
			Total	228	940,343.31

		Fund Summary		7-6
Fund	Description		PO Count	Amount
01	General Fund		214	510,800.27
40	Capital Outlay Fund		14	429,543.04
		Total	228	940,343.31

	PO Changes	
_	New PO Amount	Change Amount
Total PO Changes		

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PO	Vendor Name	Site	Description	Accour Amour
Number 13-00039	PRESS ASSOCIATION, INC.		Associated Press Service	14,336.09
13-00039	PACIFIC COLLEGE TESTING		CTEP Site License n/c	1,616.2
13-00040	SOUTHERN COUNTIES OIL CO.		FUEL	50,000.00
40.00040	DBA/SC FUELS		Notes NICO NOLE Barranel	2 500 5
13-00042	NETOP		Netop NSC NOLP Renewal	2,599.50
13-00043	KRATOS HBE		Maint/Support Renewal HS Bldg Door Security y/c	7,441.8
13-00045	MUSIC THEATRE INTERNATIONAL		License and Rentals Fees for "Spring Awakening"	2,938.8
13-00046	CITY OF MISSION VIEJO		GRADUATION FACILITY FOR PM CLASS 70	280.0
13-00047	SAMUEL FRENCH		Performance of "Dames at Sea"	4,380.0
13-00048	COLLEGE ART ASSOCIATION		Renewal of Institutional	600.0
	GENERAL POST OFFICE		Membership	
13-00050	NUVENTIVE		20112-2013 TracDat Annual Contract Services	21,900.0
13-00051	LYNDA.COM, INC.		SharePoint training licenses	1,662.5
13-00052	PSYCHOLOGICAL ASSESSMENT RESOURCES, INC.		ASSESSMENT MATERIALS-SDS	2,083.5
13-00053	CCAR (COORDINATING COMMITTEE FOR AUTOMOTIVE REPAIR)		On-line safety tests	199.0
13-00054	MUSIC THEATRE INTERNATIONAL		Royalty fees for "Lucky Stiff"	1,622.3
3-00055	SAMUEL FRENCH	9	Royalties for *Grease /11-2012	400.0
3-00056	NACUBO		NACUBO Membership Dues	1,553.0
13-00057	AMER. CHEMICAL SOCIETY		CAMPUS MEMBERSHIP TO AMERICAN CHEMICAL SOCIETY	148.0
13-00059	KEENAN & ASSOCIATES		AQMD AIR EMISSIONS REPORT	2,400.0
3-00060	HOIST SERVICE CO.,INC.		TRANSPORTATION ANNUL LIFT INSPECTION	400.0
3-00061	NCTA MEMBERSHIP UNIVERSITY TESTING CENTER		Membership Payment NCTA	175.0
3-00062	TELERIK INC. BOSTON OFFICE		Telerik Premium Subscription Renewal	584.1

	Fu	ind Summary	***
Fund	Description	PO Count	Amount
01	General Fund	21	117,320.06

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PO Number	Vendor Name	Site	Description	Account Amount
		PO Chan	ges	
		New PO A	Amount Change	Amount
	Total PO Ch	anges		

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

Includes 04/1	1/2012 - 05/01/2012		
Requisition Number	Vendor Name	Description	Requisition Total
RQ12-05920	S & B FOODS	Commencement Refreshments 5/18/12	381.76
RQ12-05936	CHRISTIAN ALVARADO	Conf Reimburse-Chanc. Ofc F.A. Director Train	200.00
RQ12-05990	RICHARD WALUSHKA	Student R. Walushka-Books and Enroll-TAA funded	1,756.56
RQ12-05991	JOE SANTOS	Student J. Santos-Books and Hith Fees-WIB funded	480.86
RQ12-06053	IRVINE VALLEY COLLEGE BOOKSTORE	Textbooks for OCWIB Youth	5,567.28
RQ12-06066	IRVINE VALLEY COLLEGE BOOKSTORE	Textbooks for OCWIB Youth	546.83
RQ12-06101	JAVIER WILLIAMS	CASFAA Tax Return Workshop	319.45
RQ12-06120	KIM MC CORD	SWACC Mtg.	370.91
RQ12-06144	JUAN AVALOS	DR. AVALOS ATTEND COM. COL. LEADERSHIP ACADEMY	1,000.00
RQ12-06151	DAVID FRETZ	REIMBURSE D. FRETZ - field trip expenses 4/3/12	103.29
RQ12-06156	PAPA PESTICIDE APPLICATORS ASSOC.	CONFERENCE FOR EMERSON ABBOTT	300.00
RQ12-06176	S & B FOODS CATERING DIVISION	Faculty Meeting Refreshments-Curr. Development	538.75
RQ12-06186	TEDDI LORCH	ASQ CONFERENCE REGISTRATION	522.50
RQ12-06188	GEORGINA GUY	Attendance to a One-Day Counselor Institute	125.82
RQ12-06192	GUY, GEORGINA	Conference Reimbursement for Georgina Guy	550.60
RQ12-06194	FAWN TANRIVERDI	Conference Reimbursement for Fawn Tanriverdi	633.60
RQ12-06200	S & B FOODS	Refreshments for Tutor Recognition event.	256.98
RQ12-06203	NEWBEGINNINGS, INC. CATERING DIVISION	TPP Statewide Conference Breakfast	57.92
RQ12-06205	NEWBEGINNINGS, INC. CATERING DIVISION	TPP Statewide Conference Lunch	48.43
RQ12-06208	BAJA FRESH MEXICAN GRILL	2012 Job Fair Week Lunch Speaker Series Food	1,100.00
RQ12-06216	PHEOLIN TRUONG	CCCSFAAA Spring Meeting	103.64
RQ12-06218	CHRISTIAN ALVARADO	Conf Reimburse-CCCSFAAA Spring Meeting	114.52
RQ12-06219	DENNIS STACHELSKI	Conf Reimburse-CCCSFAAA Spring Meeting	120.84
RQ12-06221	ANDREA MC GINLEY	Conf Reimburse-CCCSFAAA Spring Meeting	127.95
RQ12-06229	RUSSELL HAMILTON	CCLC conference	1,154.00
RQ12-06231	MICHAEL JAMES	MICHAEL JAMES QAC TEST PREP COURSE	300.00
RQ12-06232	RAUL LEAL	RAUL LEAL QAC TEST PREP COURSE	300.00
RQ12-06233	DAVID D. GATEWOOD	Admission to Cleantech Forum	75.00
RQ12-06239	WELLS FARGO #4198	CTE Materials for Career Day-Party City	196.31
RQ12-06241	SHAWN NORMAN	Child Care Conference in San Jose	843.83
RQ12-06243	LUCIE DURAN-HERWEHE	Child Care Conf- San Jose	793.43
RQ12-06244	COMMUNITY EDUCATION (IVC)	Community Ed Student WIA funded	1,995.00
RQ12-06246	JAVIER WILLIAMS	Conf Reimburse-CCCSFAAA Spring Meeting	29.11
RQ12-06264	LEONA AUTOR	Student L. AutorWIB funded	886.61
RQ12-06265	BEN DOLAN	REIMBURSEMENT-NON-INSTRUCTIONAL SUPPLIES	43.01
RQ12-06268	WARREN ANSALDO	Emergency purchase-Replacement Parts	34.07
RQ12-06275	WELLS FARGO #4198	Table Cloth Cleaning-Good Hands	120.00
RQ12-06276	RICOH AMERICAS CORPORATION RICOH BUSINESS SOLUTIONS	Charge for Color Copies	1,305.55
RQ12-06279	DEBRA L. FITZSIMONS	DEBRA FITZSIMONS TO ATTEND CCLEAGUE WORKSHOP	341.01

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Board of Trustees Confirming Requisition Listing

Includes 04/11/2012 - 05/01/2012		Listing			
Requisition Number	Vendor Name	Description	Requisition Total		
RQ12-06280	WILLIAM L. KELLY	CONFERENCE TRAVEL-CCLEAGUE WORKSHOP	384.01		
RQ12-06281	DAVID FRETZ	Conference Reimb-Educ Resource Survey-Fretz, D	647.10		
RQ12-06283	CLAIRE CESAREO-SILVA	Reimbursement for refreshments at FLC Workshop	180.22		
RQ12-06284	R.E.M. COMPANY	Emergency Repair of Scotsman Ice Machine	88.31		
RQ12-06286	MICHELLE GUSTAFSON	ConfReimb-ServiceMembers & Veterans on Campus(UCI)	30.00		
RQ12-06287	LUCAS OCHOA	ConfReimb-PhiRhoPi National Forensics Tournament	750.00		
RQ12-06288	STEPHEN ROBERTSON	ConfReimb-PhiRhoPi National Forensics Tournament	257.00		
RQ12-06289	ANTHONY HUNTLEY	ConfReimb-IACUC 101-The Basics	350.00		
RQ12-06290	MARCELO PIRES	ConfReimb-IACUC 101-The Basics	350.00		
RQ12-06291	STEVE TEH	ConfReimb-IACUC 101-The Basics	350.00		
RQ12-06292	SENIYE MARGARET HUANG	ConfReimb-Basic Cardiac Life Support Renewal (CPR)	77.75		
RQ12-06293	KAI KAISER	ConfReimb-HigherEdColloquium for EarlyChildhoodEd	490.83		
RQ12-06294	PAULA JACOBS	ConfReimb-The Road Home 2.0: The Next Step	572.76		
RQ12-06296	CLAIRE CESAREO-SILVA	ConfReimb-Society for Anthropology in CmtyColleges	697.00		
RQ12-06297	KRIS JONES	ConfReimb-CA Geographical Society	500.00		
RQ12-06298	ANNE SAXE	ConfReimb-CA Geographical Society	454.27		
RQ12-06299	JUANITA BALTIERRA	ConfReimb-Ensuring Transfer Success	122.01		
RQ12-06300	MARIO ESCALANTE	ConfReimb-Ensuring Transfer Success	130.00		
RQ12-06301	SHARON NUSSEMBAUM	ConfReimb-Ensuring Transfer Success	100.00		
RQ12-06302	MICHELLE GUSTAFSON	ConfReimb-Ensuring Transfer Success	100.00		
RQ12-06303	GEORGINA GUY	ConfReimb-Ensuring Transfer Success	225.82		
Q12-06308	TAMS-WITMARK MUSIC LIBRARY	Postage-"Cabaret and Ernest"	68.50		
Q12-06312	WELLS FARGO #3317 (DISTRICT)	iPad for Debra Fitzsimons-Apple Store	1,046.87		
Q12-06316	WELLS FARGO #1598	Screens for Music Department	379.10		
Q12-06322	ORANGE COUNTY SCHOOL BOARDS ASSOCIATION	Conference for Trustee Prendergast	35.00		
RQ12-06329	KEN PATTON	RAPID 2012 CONF & EXPO	1,536.60		
Q12-06331	EDWARD TACKETT	RAPID 2012 CONF & EXPO	1,827.40		
Q12-06334	BEN DOLAN	RAPID 2012 CONF & EXPO	1,827.40		
Q12-06335	GARY BARNAK	RAPID 2012 CONF & EXPO	1,777.40		
Q12-06338	MONIK JONES	Reimbursement for dance performance stools	129.24		
RQ12-06339	KATE ALDER	Reimbursement for OC STEM Expo	32.98		
RQ12-06343	CHARLES C. STILL SECURE LIVE SCAN	Live Scan Fees	15.00		
RQ12-06346	TRACY DALY	Reimbursement-SJC Chamber Mixer	15.00		
RQ12-06347	MARIA LOPEZ	Expenses for M. Lopez to attend NAFSA Conference	2,347.02		
RQ12-06348	CONNIE JACKSON	ConfReimb-Ensuring Transfer Success	100.00		
Q12-06349	ORLANTHA NIN	ConfReimb-Ensuring Transfer Success	176.10		
RQ12-06350	ROBIN R. CLOUD	ConfReimb-Ray Roberts Artists Workshop	500.00		
Q12-06351	ANNE LAWSON	ConfReimb-Nat'lTeachingInstitute&CriticalCareEx po	500.00		

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Board of Trustees Confirming Requisition Listing

Includes 04/11/2012 - 05/01/2012		des 04/11/2012 - 05/01/2012		
Requisition Number	Vendor Name	Description	Requisition Total	
RQ12-06353	CONNIE JACKSON	ConfReimb -	375.00	
RQ12-06354	MARGOT LOVETT	Myers-BriggsTypeIndicatorCertification ConfReimb-Latin American Studies Assoc	1,000.00	
RQ12-06356	JAMES K. FAGAN	Athletic Equipment Specialist Meeting	180.00	
RQ12-06358	GENE TJOA	Reimbursement for HEDW Conf 2012	1,054.67	
RQ12-06359	S & B FOODS	IVC Athletics Counselors event catering	256.45	
RQ12-06363	JAMIE SMITH	REIMBURSE FOR CHEMISTRY SUPPLIES	8.13	
RQ12-06364	WELLS FARGO #1598	One Stop 2012-Dominos Pizza	129.08	
RQ12-06381	BAKER & TAYLOR	Backordered library books per Ana Maria Cobos	442.09	
RQ12-06383	BLAKE STEPHENS	AIA Conference/CTE Collaborative	2,843.00	
RQ12-06387	GLEN STEVENSON	AIA Conference/CTE Collaborative	3,193.00	
RQ12-06388	DEBRA KERR	NATA Convention	210.00	
RQ12-06390	LA NELL PEEBLES	Reimburse for Postage	9.54	
RQ12-06395	W. MIKE DALE	Reimbursement	17.20	
RQ12-06397	BRIAN YARNALL	Reimbursement	11.84	
RQ12-06407	VITAL LINK EDUCATION AND BUSINESS CONSORTIUM	Exhibitor Fees for the /STEM and DMA showcase.	70.00	
RQ12-06408	S & B FOODS	Catering Services	565.69	
RQ12-06410	NEWBEGINNINGS, INC. CATERING DIVISION	Inreach Event	495.65	
RQ12-06411	WELLS FARGO #1598	Canon Camera for Marketing Department - Amazon.com	526.90	
RQ12-06413	JOHN LICITRA	2012 Ensuring Transfer Success Conference- Licitra	107.00	
RQ12-06416	MIROSLAVA MANCHIK	PERKINS: Mandatory Advisory Committee Mtng CIM		
RQ12-06424	WELLS FARGO #3317 (DISTRICT)	PRINTER FOR DEBRA FITZSIMONS	666.97	
RQ12-06429	GAYNOR, MICHELLE	Reimbursement to Staff	5.75	
RQ12-06430	LISA INLOW	Reimbursement to Faculty.	383.25	
RQ12-06432	WELLS FARGO #3317	amazon.com	49.99	
RQ12-06435	WELLS FARGO #3317	amazon.com	8.23	
RQ12-06441	S & B FOODS	Cafeteria Vouchers for CARE Students	815.00	
RQ12-06443	MARK BORDELON	Reimbursement for geology fied trip costs	124.94	
RQ12-06445	YOLANDA GOULDSMITH	Y. Gouldsmith ETS Reimbursement	110.00	
RQ12-06446	BRUCE HAGAN	Reimbursement for domain registration	37.51	
RQ12-06447	ANDREW CRAVEN	Conference Reimbursement	120.00	
RQ12-06454	SHARON SYAU	Reimbursement for Supply	111.39	
RQ12-06460	TIFFANY TRAN	Reimburse: Tiffany Tran for ETS conference	125.00	
RQ12-06462	WELLS FARGO #1598	Paper Order for Duplicating - Vendor: XPEDX	148.00	
RQ12-06468	LAGUNA BEACH UNIF. SCHOOL DIST	H.S. Senior Day Transportation - Laguna Beach H.S.	299.97	
RQ12-06472	REBECCA GROFF	Reimburse: Rebecca Groff for ETS conference	125.00	
RQ12-06475	KATHLEEN WERLE	CONFERENCE - Kathy Werle	3.00	
RQ12-06476	WELLS FARGO #3317	Scripts for "Almost Maine"	77.58	
RQ12-06478	VICTORIA BARRETT	Reimbursement for Dance Misc.	28.43	
RQ12-06480	S & B FOODS	Refreshments For Awards Ceremony	161.63	
RQ12-06489	S & B FOODS	CCUPCA So Calif Event	354.34	
RQ12-06499	JOYCE BARTLOMAIN	Reimbursement for supply purchase	12.91	
RQ12-06511	WELLS FARGO #1598	Medical supplies	472.38	

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ReqPay211a

Board of Trustees Confirming Requisition Listing

Includes 04/11/2012 - 05/01/2012				
Requisition Number	Vendor Name	Description		Requisition Total
RQ13-00219	DR. ROBERT BRAMUCCI	Bb World 2012 Conference-RBramucci		2,790.00
		Total	120	61,642.62

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ReqPay211a

Board of Trustees Confirming Requisition Listing

Fund Summary				
Fund	De	escription	Requisition Count	Amount
			1	.00
01	General Fund		120	61,642.62

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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 5.16

DATE: 5/21/12

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

For the current reporting period, there were 86 budget transfers processed. In accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations summarized on EXHIBIT A is presented for ratification.

RECOMMENDATION

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT TRANSFER OF BUDGET APPROPRIATIONS

General Fund			
<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
1000	Academic Salaries		\$4,770
2000	Classified Salaries		\$15,614
3000	Fringe Benefits	\$13,612	
4000	Books and Supplies		\$1,747
5000	Other Operating Expenses & Services		\$71,513
6000	Capital Outlay	\$80,404	
7000	Other Outgo		\$372
Total Trans	fers - General Fund	\$94,016	\$94,016
Capital Outlay Fu	<u>ınd</u>		
<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
4000	Books and Supplies		\$2,653
5000	Other Operating Expenses & Services		\$314
6000	Capital Outlay	\$152,967	
7000	Other Outgo		\$150,000
Total Trans	fers - Capital Outlay Fund	\$152,967	\$152,967
Total Transfers		\$246,983	\$246,983

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 5.17

DATE: 5/21/12

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. 157880 through 158602 processed through the Orange County Department of Education, totaling \$5,745,913.16; and Checks No. 010372 through 010381, processed through Saddleback College Community Education, totaling \$3,484.27; and Checks No. 008985 through 008991, processed through Irvine Valley College Community Education, totaling \$47,999.05 are submitted for the approval of the Board of Trustees.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the payment of bills as listed in EXHIBIT A.

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Chec Amour
157880	04/11/2012	ACSIG/EDGE	01-3400	126,989.84	
			01-3431	736.60	127,726.44
157881	04/11/2012	ACSIG/EDGE	01-3400	42,117.32	
			01-3431	146.58	42,263.90
157882	04/11/2012	HYATT LEGAL	01-3400		7,138.00
157883	04/11/2012	PACIFICARE BEHAVIORAL HEALTH	01-3400	3,070.20	
			01-3431	3.57	3,073.7
57884	04/11/2012	PRUDENTIAL INSURANCE COMPANY OF AMERICA	01-3400		25,930.69
57885	04/11/2012	PRUDENTIAL INSURANCE COMPANY OF AMERICA	01-3400		14,430.82
57886	04/11/2012	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	01-3400	1,174,548.00	
			01-3431	1,393.00	1,175,941.00
57887	04/11/2012	UNUM LIFE INSURANCE COMPANY	01-3400		1,368.9
57888	04/11/2012	UNUM LIFE INSURANCE COMPANY	01-3400		3,396.9
57889	04/11/2012	ACSIG/EDGE	71-3410	6,482.08	
			71-3430	4,714.24	
			71-3431	8,013.06	19,209.3
57890	04/11/2012	ACSIG/EDGE	71-3410	2,149.84	
			71-3430	1,563.52	
			71-3431	1,428.98	5,142.3
57891	04/11/2012	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	71-3410	216,124.00	
			71-3430	86,539.00	
			71-3431	14,177.00	316,840.0
57892	04/11/2012	FRANCHISE TAX BOARD	01-9555		2,030.0
57893	04/11/2012	PARTEK SOLUTIONS	01-4600	362.93	
			Unpaid Sales Tax	22.32-	340.6
57894	04/11/2012	J.W. PEPPER & SON, INC.	01-4300		6,055.6
7895	04/11/2012	PITNEY BOWES INC.	01-4600		458.8
7896	04/11/2012	POWER FORD TUSTIN	01-5811		602.6
7897	04/11/2012	QUEST DIAGNOSTICS	01-5811		431.8
7898	04/11/2012	QUEZADA PRO LANDSCAPE, INC.	01-5811		3,030.0
7899	04/11/2012	UCI CENTRAL CASHIER	01-4344		1,715.0
7900	04/11/2012	REI	01-4300		175.8
7901	04/11/2012	ROTH CARNEY APC	01-5811		6,845.0
7902	04/11/2012	SAFEWAY INC/PAVILIONS	01-4344		182.8
7903	04/11/2012	SARS SOFTWARE PRODUCTS, INC.	01-6410		2,520.0
7904	04/11/2012	SCANTRON CORPORATION	01-4344		86.1
7905	04/11/2012	SCIENCE KIT, INC.	01-4300		251.1
7906	04/11/2012	SEHI PROCOMP COMPUTER PRODUCTS	01-4300	237.26	
			01-4600	485.42	722.6
57907	04/11/2012	SARA LEILA SHEYBANI % MSE DIVISION OFFICE	01-4300		7.1
57908	04/11/2012	SIGMA ALDRICH CHEMICAL CO.	01-4300		164,64
57909	04/11/2012	PENNY SKAFF	01-4600		126.09
57910	04/11/2012	SMART & FINAL IRIS CO.	01-4344		149.3

001 - South Orange County Community
College District

of the Board of Trustees. It is recommended that the preceding Checks be approved.

ReqPay212a

Generated for Nancy Hulse (NHULSE), May 2 2012 11:53AM

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Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Chec Amoun
157911	04/11/2012	DANIEL SMITH, INC.	01-4344	971.15	
			Unpaid Sales Tax	69.41-	901.74
57912	04/11/2012	SO. ORANGE CO. COMM. COL.DIST	01-5825		10,683.00
57913	04/11/2012	SYSTEMS SOURCE, INC.	01-5650		140.0
57914	04/11/2012	TAG CONSULTING	01-5153		12,075.0
57915	04/11/2012	TECHNOLOGY INTEGRATION GROUP	01-5812		13,514.0
57916	04/11/2012	TROXELL COMMUNICATIONS, INC.	01-4600		36.5
57917	04/11/2012	TUSTIN CHRYSLER JEEP DODGE WHOLESALE PARTS	01-5650		122.4
57918	04/11/2012	TUTTLE-CLICK FORD	01-4600		55.5
57919	04/11/2012	UNISOURCE WORLDWIDE INC.	01-4600		2,183.0
57920	04/11/2012	UNITED INTERIORS	01-6410		4,790.4
57921	04/11/2012	UNITED SITE SERVICES OF CALIFORNIA, INC.	01-5811		236.7
57922	04/11/2012	VANGENT, INC.	01-5811		34,431.7
57923	04/11/2012	VISTA PAINT CORPORATE OFFICE	01-4600		131.1
57924	04/11/2012	WALTERS WHOLESALE ELECTRIC	01-4600		456.3
7925	04/11/2012	WARD'S NATURAL SCIENCE	01-6410		4,990.5
57926	04/11/2012	WAWAK	01-4300	234.32	
			01-4344	691.76	926.0
7927	04/11/2012	WORLDPOINT ECC, INC.	01-4344		253.1
57928	04/11/2012	XPEDX	01-4600		302.7
7929	04/11/2012	ZEEMAN CORPORATION	01-4344	307.96	
			Unpaid Sales Tax	19.28-	288.6
57930	04/11/2012	DENISE RIVERS	01-8890		427.5
7931	04/11/2012	ROCKVIEW FARMS	12-4710		386.6
7932	04/11/2012	SMART & FINAL IRIS CO.	12-4600	521.26	
			12-4710	28.77	550.0
7933	04/11/2012	SO. ORANGE CO. COMM. COL. DIST	68-5721	834.80	
			68-5899	914.27	1,749.0
57934	04/11/2012	SO. ORANGE CO. COMM. COL. DISTWORKERS COMPENSATION	68-5899		1,369.6
7935	04/11/2012	RICHARD SNEED	71-3430		961.1
7936	04/11/2012	ADCLUB ADVERTISING SERVICE	01-5830		1,557.5
7937	04/11/2012	AGENTS OF INK	01-4300		903.8
7938	04/11/2012	AIR SOURCE INDUSTRIES, INC.	01-5811		25.20
7939	04/11/2012	DAVID V. ALDRICH	01-4600		320.73
7940	04/11/2012	ALSA CORPORATION	01-6410		999.00
7941	04/11/2012	AMSTERDAM PRINTING & LITHO	01-5811	338.43	
			Unpaid Sales Tax	19.45-	318.98
7942	04/11/2012	APCO GRAPHICS, INC.	01-4600		1,135.5
7943	04/11/2012	ATI	01-5814		2,100.00
7944	04/11/2012	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	01-5721		21,230.73
7945	04/11/2012	BAT CONSERVATION & MGMT INC	01-6410	1,636.72	
			Unpaid Sales Tax	117.72-	1,519.00
7946	04/11/2012	BBS TECHNOLOGIES, INC.	01-5651		1,639.20
7947	04/11/2012	MARGUERITE BEAL	01-5153		35.00
7948	04/11/2012	BARBARA A. BENAVIDES	01-4600		154.75
e preceding Chec	ks have been	issued in accordance with the District's Policy and au	thorization	ESCAP	ONLIN

157949 00 157950 00 157951 00 157952 00 157953 00 157954 00 157955 00 157956 00 157957 00 157958 00 157959 00 Cancelled 157961 00 157961 00 157962 00 157964 00 157964 00 157965 00 157966 00 157966 00 157966 00 157967 00 157968 00 157969 00 157969 00	04/11/2012 04/11/2012 04/11/2012 04/11/2012 04/11/2012 04/11/2012 04/11/2012 04/11/2012 04/11/2012	Pay to the Order of CAROLINA BIOLOGICAL S CCCWBCA C AT & T SAN DIEGO GAS & ELECT SAN DIEGO GAS & ELECT	/O QUI NGUY	Fund Object 01-4300 01-5374 01-5590 01-5590 01-5590 01-5590	Expensed Amount	Amount 165.27 100.00 224.53 70.49
157950 00 157951 00 157952 00 157953 00 157954 00 157955 00 157956 00 157957 00 157958 00 157959 00 Cancelled 157960 00 157961 00 157961 00 157962 00 157963 00 157964 00 157965 00 157966 00 157966 00 157966 00 157967 00 157968 00 157969 00 157969 00	04/11/2012 04/11/2012 04/11/2012 04/11/2012 04/11/2012 04/11/2012 04/11/2012 04/11/2012	CCCWBCA C AT & T SAN DIEGO GAS & ELECT	/O QUI NGUY	01-5374 01-5590 01-5590 01-5590		100.00 224.53 70.49
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157952 00 157953 00 157954 00 157955 00 157956 00 157958 00 157959 00 Cancelled 157961 00 157961 00 157962 00 157963 00 157964 00 157965 00 157966 00 157966 00 157967 00 157968 00 157969 00 157969 00	04/11/2012 04/11/2012 04/11/2012 04/11/2012 04/11/2012 04/11/2012	AT & T AT & T AT & T AT & T SAN DIEGO GAS & ELECT		01-5590 01-5590		70.49
157953 0 157954 0 157955 0 157956 0 157957 0 157958 0 157959 0 Cancelled 157960 0 157961 0 157962 0 157963 0 157964 0 157965 0 157966 0 157966 0 157967 0 157968 0 157969 0	04/11/2012 04/11/2012 04/11/2012 04/11/2012 04/11/2012	AT & T AT & T AT&T SAN DIEGO GAS & ELECT		01-5590		
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157956 0 157957 0 157958 0 157959 0 Cancelled 157960 0 157961 0 157962 0 157963 0 157964 0 157965 0 157966 0 157967 0 157968 0 157969 0	04/11/2012 04/11/2012 04/11/2012	SAN DIEGO GAS & ELECT				35.36
157957 0 157958 0 157959 0 Cancelled 157960 0 157961 0 157962 0 157963 0 157964 0 157965 0 157966 0 157967 0 157968 0 157969 0)4/11/2012)4/11/2012		9-14-15-15-15-15-15-15-15-15-15-15-15-15-15-	01-5590		22.83
157958 0 157959 0 Cancelled 157960 0 157961 0 157962 0 157963 0 157964 0 157965 0 157966 0 157967 0 157968 0 157969 0	4/11/2012	SAN DIEGO GAS & ELECT	RIC	01-5591		822.54
Cancelled 157959 Cancelled 157960 0 157961 0 157962 0 157963 0 157964 0 157965 0 157966 0 157967 0 157968 0 157969 0 157970	/ N		RIC	01-5591		44,080.40
Cancelled 157960 0 157961 0 157962 0 157963 0 157964 0 157965 0 157966 0 157967 0 157968 0 157969 0	4/11/2012	SOUTHERN CALIFORNIA	EDIŞON CO.	01-5591		1,828.68
157960 0 157961 0 157962 0 157963 0 157964 0 157965 0 157966 0 157967 0 157968 0 157969 0		UNITED SITE SERVICES INC.	OF CALIFORNIA,	Cancelled		270.46
157961 0 157962 0 157963 0 157964 0 157965 0 157966 0 157967 0 157968 0 157969 0	d on 04/11/2	2012, Cancel Register # AP04	122012			
157962 0 157963 0 157964 0 157965 0 157966 0 157967 0 157968 0 157969 0	4/12/2012	ACBO ASSO	OCIATION OF CHIEF	01-5270		210.00
57963 0 57964 0 57965 0 57966 0 57967 0 57968 0 57969 0 57970 0	4/12/2012	DR. ROBERT BRAMUCCI		01-5270		14.43
57964 0 57965 0 57966 0 57967 0 57968 0 57969 0 57970 0	4/12/2012	COMMUNITY COLLEGE LE CALIFORNIA	EAGUE OF	01-5270		670.00
57965 0 57966 0 57967 0 57968 0 57969 0 57970 0	4/12/2012	LISA DAVIS-ALLEN		01-5270		37.76
57966 0 57967 0 57968 0 57969 0 57970 0	4/12/2012	JIM GASTON		01-5270		1,965.31
57967 0 57968 0 57969 0 57970 0	4/12/2012	JERRY HANNULA		01-5270		125.00
57968 0 57969 0 57970 0	4/12/2012	ERIC HILDEN		01-5270		133.09
57969 0 57970 0	4/12/2012	DENICE INCIONG		01-5270		204.04
57970 0	4/12/2012	INTERSTATE ORATORICA	L ASSOC	01-5270		140.00
	4/12/2012	SANDY JEFFRIES		01-5270		25.00
57971 0-	4/12/2012	RAUL LEAL		01-5270		100.00
	4/12/2012	COURTYARD BY MARRIOTER	TT BOSTON	01-5270		1,091.86
57972 0-	4/12/2012	BONNIE JOY MASSEY		01-5270		700.00
57973 0-	4/12/2012	JENNA MC CARTY		01-5270		1,051.37
57974 D	4/12/2012	LARRY RADDEN		01-5270		105.00
57975 0-	4/12/2012	UC REGENTS (CENTER	JCLA CONFERENCE	01-5270		6,000.00
57976 04	4/13/2012	APPLE COMPUTER INC.		40-6411		3,217.78
57977 0-	4/13/2012	C.E.M. LAB CORP. MATERIAL LAB	CIVIL ENGINEERING	40-6127	601.00	
				40-6227	17,534.00	18,135.00
57978 04	4/13/2012	CATALYST CONSULTING		40-6440		4,320.00
57979 04	4/13/2012	DATA CLEAN CORPORATI	ON	40-5811		880.00
57980 04	4/13/2012	DELL MARKETING L.P. L.P.	C/O DELL USA	40-6410		461,859.05
57981 04	4/13/2012	DIRECT SYSTEMS SUPPO	RT	40-6411		4,719.45
57982 04	4/13/2012	DIVERSIFIED LANDSCAPE	MGT. INC.	40-6120		4,806.80
57983 04	4/13/2012	DOUGHERTY + DOUGHER ARCHITECTS LLP	RTY	40-6226		15,130.24
57984 04	4/13/2012	EDGE DEVELOPMENT, INC	C .	40-6220		783,502.00
57985 04	4/13/2012	FACILITIES PLANNING & P SERVICES, INC	ROGRAM	40-6227		5,700.00
57986 04	4/13/2012	GKKWORKS		40-6125		880.65

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Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Che Amou
57987	04/13/2012	INTERIOR DEMOLITION	40-6120		40,873.7
57988	04/13/2012	JOYCE INSPECTION & TESTING	40-6224		18,656.0
57989	04/13/2012	MC CARTHY BUILDING COMPANIES	40-6220		61,714.0
57990	04/13/2012	NEUDESIC, LLC	40-6440		42,175.5
57991	04/13/2012	NIMBLE CONSULTING	40-6440		11,000.0
57992	04/13/2012	PARSONS BRINCKERHOFF, INC.	40-6120	1,355.40	
			40-6220	2,308.53	3,663.9
57993	04/13/2012	RGP PLANNING & DEVELOPMENT SERVICES	40-5811	7,405.02	
			40-6125	16,254.96	23,659.
57994	04/13/2012	RJM DESIGN GROUP, INC.	40-6126		1,149.
57995	04/13/2012	RR SYSTEMS, INC.	40-6220		962.
57996	04/13/2012	TORREY PINES BANK ATTN: ROSE RAMSDEN	40-6220		87,063.
57997	04/16/2012	CHEVRON AND TEXACO BUSINESS CARD SERVICES	01-4610	151.51	
			01-5691	70.99	222.
57998	04/16/2012	FRANCHISE TAX BOARD	01-9555		400.
57999	04/16/2012	SCOTT FERGUSON-GREENE	01-5269		20.
58000	04/16/2012	HAITBRINK ASPHALT PAVING, INC.	01-6120		4,550.
58001	04/16/2012	HOME DEPOT	01-4300	1,110.99	
			01-4344	9.52	
			01-4600	2,843.97	3,964.
58002	04/16/2012	FHEG IVC BOOKSTORE No 895 MA 759	01-7600		1,976.
58003	04/16/2012	DR. CRAIG JUSTICE	01-4600		75.
58004	04/16/2012	KEEP IT SIMPLE CAFE	01-5271		1,305.
58005	04/16/2012	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.	01-5651		502.
58006	04/16/2012	MARK KRUHMIN	01-5271		78.
58007	04/16/2012	RJ COACHING AND CONSULTING RITA M. JONES	01-5811		6,667.
8008	04/16/2012	KATE ALDER	01-5270		92.
8009	04/16/2012	BRENDA CONSTANTINO	01-5270		151.
8010	04/16/2012	RUBEN GUZMAN	01-5270		12.
8011	04/16/2012	JEFFREY HANNIBAL	01-5270		305.
8012	04/16/2012	CORINNE JACKSON	01-5270		12.
8013	04/16/2012	RACHEL LANGILLE	01-5270		500.
8014	04/16/2012	SILVER LEOWIDJAJA	01-5270		12.
8015	04/16/2012	TONY LIPOLD	01-5270		453.
8016	04/16/2012	JOE LIU	01-5270		12.
8017	04/16/2012	ROOPA MATHUR	01-5270		29.:
8018	04/16/2012	SUMAYA M. MC CLEAVE	01-5270		115.
58019	04/16/2012	PAPA PESTICIDE APPLICATORS ASSOC.	01-5270		200.
8020	04/16/2012	ALLISON PRATT	01-5270		500.0
58021	04/16/2012	STEPHEN ROBERTSON	01-5270		743.
58022	04/16/2012	UNIV. OF SAN DIEGO-SOLES LEADERSHIP STU-CCLA	01-5270		875.

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Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Checi Amoun
58023	04/16/2012	JAN VENTURA	01-5270		1,000.00
58024	04/17/2012	AIR SOURCE INDUSTRIES, INC.	01-5811		25.20
58025	04/17/2012	ATHENA COLLEGE OF BEAUTY	01-5811		39,306.75
58026	04/17/2012	DE NAULT'S TRUE VALUE HARDWARE	01-4300	16.98	
			01-4600	325.73	342.71
58027	04/17/2012	EDWARD EIEN	01-5811		2,400.00
58028	04/17/2012	AT & T	01-5590		63.23
58029	04/17/2012	AT&T	01-5590		5,573.65
58030	04/17/2012	AT&T	01-5590		13.54
58031	04/17/2012	AT&T	01-5590		11.51
58032	04/17/2012	SOUTHERN CALIFORNIA EDISON CO.	01-5591		69.03
58033	04/17/2012	SOUTHERN CALIFORNIA GAS CO.	01-5592		79.75
58034	04/17/2012	POSTMASTER	01-5840		525.37
58035	04/18/2012	CATHERINE BERES	01-5811		81.08
58036	04/18/2012	G & K SERVICES	01-5508		243.48
58037	04/18/2012	GAYLORD BROTHERS, INC.	01-4300	138.16	
			Unpaid Sales Tax	9.22-	128.94
58038	04/18/2012	GLOBAL KNOWLEDGE KATY DUNN	01-5811		2,995.00
58039	04/18/2012	GOLF VENTURES WEST	01-4600		242.73
58040	04/18/2012	GRAINGER	01-4600		259.57
58041	04/18/2012	W. W. GRAINGER	01-4300	11.29	
			01-4344	362.66	373.95
58042	04/18/2012	GREAT WESTERN SANITARY SUPPLY	01-4600		328.16
58043	04/18/2012	GREEN THUMB INTERNATIONAL	01-4300	275.03	
			01-4600	70.88	345.91
58044	04/18/2012	MARLYS GRODT	01-5811		2,500.00
58045	04/18/2012	HAITBRINK ASPHALT PAVING, INC.	01-6120		1,500.00
58046	04/18/2012	HALO BRANDED SOLUTIONS	01-5811		1,200.29
58047	04/18/2012	HD SUPPLY WATERWORKS	01-4600		70.04
58048	04/18/2012	HEARLIHY & COMPANY PITSCO ED.	01-4300		286.14
58049	04/18/2012	HIGH SCHOOL MEDIA, LLC	01-5830		408.00
58050	04/18/2012	HIGHER ONE INC.	01-5811		1,758.06
58051	04/18/2012	HILLYARD FLOOR CARE SUPPLY HILLYARD/LOS ANGELES	01-4600		331.30
58052	04/18/2012	CHRIS HOGSTEDT	01-5650		70.00
58053	04/18/2012	HOME DEPOT	01-4300		736.28
58054	04/18/2012	HORIZON	01-4600		5,431.27
58055	04/18/2012	DAVE SMITH ENTERPRISE dba HOSPITAL ASSOCIATES	01-6410		848.62
58056	04/18/2012	IKON OFFICE SOLUTIONS	01-5651		1,277.20
58057	04/18/2012	ADVANCED OFFICE SERVICES IMAGING PLUS	01-5651		23.42
58058	04/18/2012	INGARDIA BROTHERS PRODUCE, INC.	01-4344		754.95
58059	04/18/2012	INTEGRA SERVICES INTERNATIONAL INC.	01-4600	741.86	
			Unpaid Sales Tax	53.36-	688.50
58060	04/18/2012	JAMECO ELECTRONICS	01-4300		121.06
58061	04/18/2012	JOHNSTONE SUPPLY	01-4600		39.57

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58062	04/18/2012	KNORR SYSTEMS, INC.	01-4600		9,357.7
58063	04/18/2012	LAGUNA CLAY CO.	01-4344		2,786.4
58064	04/18/2012	LAGUNA MUFFLER SERVICE	01-4600		292.4
58065	04/18/2012	LASER SOURCE	01-4600		1,254.2
58066	04/18/2012	LAURA'S INT PLANTSCAPE SERV	01-5811		200.0
58067	04/18/2012	LAWNMOWERS ETC., LLC	01-5650	121.07	
		ermaterial properties and electronistics of an overland and the second s	01-5811	207.95	329.0
58068	04/18/2012	LEARNING SEED	01-4300	122.90	
			Unpaid Sales Tax	8.45-	114.4
58069	04/18/2012	LEARNING ZONE	01-4300	228.29	
			Unpaid Sales Tax	15.49-	212.8
58070	04/18/2012	LEGION WEST PAPER	01-4344		2,119.0
58071	04/18/2012	LIBRARY ADVANTAGE	01-4300	280.15	
			Unpaid Sales Tax	20.15-	260.0
58072	04/18/2012	LINKS SIGN LANGUAGE INTERPRETING SERVICES	01-5811		576.0
58073	04/18/2012	LIVESCRIBE, INC.	01-4600		495.2
58074	04/18/2012	LOOMIS, FARGO & COMPANY	01-5825		652.1
58075	04/18/2012	LOUIS & COMPANY	01-6410		1,107.2
58076	04/18/2012	EDITH LOZANO	01-5153		240.0
58077	04/18/2012	JON LUNDGREN	01-5811		375.0
58078	04/18/2012	MAGNA PUBLICATIONS, INC.	01-4200		257.0
58079	04/18/2012	MARCIVE, INC.	01-5812		49.5
58080	04/18/2012	MARKERTEK VIDEO SUPPLY 1 TOWER DRIVE	01-4344	413.31	
			Unpaid Sales Tax	4.06-	409.2
58081	04/18/2012	MARSHALL MATERIALS	01-4600		839.0
58082	04/18/2012	MC CALLUM GROUP, INC.	01-5811		3,500.0
58083	04/18/2012	MC FADDEN-DALE INDUSTRIAL HARDWARE LLC	01-4600		10.3
58084	04/18/2012	McMASTER CARR SUPPLY CO.	01-4600		83.0
58085	04/18/2012	MILLENNIUM BUSINESS SERVICES Marty Cohn	01-4600		677.4
8086	04/18/2012	MODERN POSTCARD	01-5810		195.4
8087	04/18/2012	NANCY'S NOTIONS	01-4344	106.47	
			Unpaid Sales Tax	6.64-	99.8
58088	04/18/2012	NATIONAL AQUARIUM WHOLESALE SUPPLY	01-4344		47.1
8089	04/18/2012	NAT'L INSTRUMENTS	01-4300		234.6
58090	04/18/2012	NETOP	01-5812		2,599.5
58091	04/18/2012	NEUDESIC, LLC	01-5153		47,394.5
58092	04/18/2012	NEWBEGINNINGS, INC. CATERING DIVISION	01-5271		763.9
58093	04/18/2012	ERIK JENSEN WIRED PLANET	01-5153		750.0
8094	04/18/2012	OFFICEMAX CONTRACT INC.	01-4600		7,741.9
8095	04/18/2012	OFFICEMAX CONTRACT INC.	01-4600		9,185.0
8096	04/18/2012	OFFICEMAX CONTRACT INC.	12-4600		287.8
8097	04/18/2012	OFFICEMAX CONTRACT INC.	12-4600		63.2

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heck Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Checl Amoun
58098	04/18/2012	OFFICEMAX CONTRACT INC.	68-4600		303.82
58099	04/18/2012	AAA ACCESS SMOG	01-5811		100.00
58100	04/18/2012	AARDVARK CLAY AND SUPPLIES	01-4344	2,226.12	
			01-6410	2,682.98	4,909.10
58101	04/18/2012	ABC ICE HOUSE	01-4300		32.33
58102	04/18/2012	ALL ELECTRONICS CORP.	01-4300		224.74
58103	04/18/2012	APPLE COMPUTER INC.	01-6410	3,174.40	
			01-6411	22,229.55	25,403.95
58104	04/18/2012	AUCA LOS ANGELES	01-5508		59.70
58105	04/18/2012	LEE ARMSTRONG CO., INC.	01-5811		687.00
58106	04/18/2012	ARMSTRONG TOOL & SUPPLY CO.	01-4344	387.73	
			Unpaid Sales Tax	25.98-	361.75
58107	04/18/2012	ART.COM	01-4300		1,181.0
58108	04/18/2012 AV-MECH		01-4344		396.5
158109	04/18/2012	B & H PHOTO	01-4300	271.53	
			01-6410	3,924.12	
			Unpaid Sales Tax	301.77-	3,893.8
58110	04/18/2012	B. BLACK & SONS	01-4344		85.5
58111	04/18/2012	BAKER & TAYLOR	01-6300	000.04	182.2
58112	04/18/2012	BLICK ART MATERIALS	01-4300	323.04	
	04400040	ON FORMA METAL V	01-4344	1,018.84	1,341.8
58113	04/18/2012	CALIFORNIA METAL-X	01-4344		2,801.5
58114	04/18/2012	CALUMET/LA	01-4344		396.3
58115	04/18/2012	CARD INTEGRATORS CORPORATION DBA: CI SOLUTIONS	01-4600		678.8
58116	04/18/2012	CDW GOVERNMENT, INC.	01-4600	215.45	
			01-6410	4,552.66	2 2 2 2
			01-6411	374.97	5,143.0
8117	04/18/2012	CHEFS' TOYS	01-6410		9,147.0
8118	04/18/2012	COLLIER, JANE L. C/O FKCE	01-5153		180.0
8119	04/18/2012	BARBARA COX	01-6411		1,149.3
8120	04/18/2012	CREATION ENGINE, INC.	01-6412		2,368.7
8121	04/18/2012	CRESTLINE SPECIALTIES CO., INC	01-4600		1,331.8
8122	04/18/2012	DELL MARKETING L.P. C/O DELL USA L.P.	01-4600	385.70	
			01-5650	75.41	
			01-6410	970.28	
			01-6411	2,582.56	4,013.9
8123	04/18/2012	CASHIER DEPT. OF PESTICIDE REGULATION	01-5821		30.00
8124	04/18/2012	DASS LLC	01-4344	176.01	
			Unpaid Sales Tax	11.71-	164.30
8125	04/18/2012	DIRECT PAINTING & DECORATING INC.	01-6220		1,685.00
8126	04/18/2012	DRAMATISTS PLAY SERVICE, INC.	01-5321		825.00
8127	04/18/2012	SPARKLETTS	01-4600		98.79
8128	04/18/2012	STEPHEN DUBAY	01-5812		498.82
8129	04/18/2012	DUGAN, MICHELE C/P FKCE	01-5153		180.00
8130	04/18/2012	EAGLE COMMUNICATIONS	01-5811	150.00	

	Check Boundary Contains of		Fund	Expensed	Chec
Check Number	Date		Object	Amount	Amou
58130	04/18/2012	EAGLE COMMUNICATIONS	01-6410	2,026.63	2,176.6
58131	04/18/2012	EBERHARD EQUIPMENT	01-4600		40.7
58132	04/18/2012	EDWARDS, ARNETTE C/O FKCE	01-5153		180.0
58133	04/18/2012	ELECTRONIX EXPRESS	01-4600	228.86	
			Unpaid Sales Tax	16.46-	212.4
58134	04/18/2012	ERNEST PACKAGING SOLUTIONS	01-4344		397.0
58135	04/18/2012	THE EXPENDABLES RECYCLER	01-4344		478.1
58136	04/18/2012	FEDERAL EXPRESS	01-9221		24.9
58137	04/18/2012	FORESTRY SUPPLIERS, INC.	01-4300	109.67	
			Unpaid Sales Tax	6.31-	103.3
58138	04/18/2012	FOSTER CARE AUXILIARY OF OC C/O FKCE	01-5153		120.0
58139	04/18/2012	FREEWAY AUTO SUPPLY	01-4600		164.6
58140	04/18/2012	FULL COMPASS SYSTEMS	01-4300	233.99	
			Unpaid Sales Tax	14.65-	219.3
58141	04/18/2012	DISCOUNT SCHOOL SUPPLY	12-4300		1,435.
58142	8142 04/18/2012 SHOESCHOOL.COM		01-6410	1,507.90	
			Unpaid Sales Tax	89.90-	1,418.0
58143	04/18/2012	THELEARNINGPIT	01-4212		1,200.
58144	04/18/2012	PACIFIC COLLEGE TESTING	01-5811		2,155.0
58145	04/18/2012	PARALLAX, INC.	01-4300		1,057.
58146	04/18/2012	PARKWAY LAWNMOWER SHOP	01-4600		239.
58147	04/18/2012	PAYAM-E-ASHENA	01-5830		250.0
58148	04/18/2012	PBS DISTRIBUTION, LLC	01-4300		121.
58149	04/18/2012	PENN CORPORATE RELOCATION SERVICES, INC.	01-5811		250.0
58150	04/18/2012	J.W. PEPPER & SON, INC.	01-4300		418.0
58151	04/18/2012	LILIANN PEREZ-STROUD	01-5153		600.
58152	04/18/2012	PITNEY BOWES PRESORT SERVICES	01-5840		2,028.
8153	04/18/2012	POWER SYSTEMS	01-4300		89.
58154	04/18/2012	PRESS ASSOCIATION, INC.	01-5811		14,336.
58155	04/18/2012	PROFORMA	01-4600		432.4
8156	04/18/2012	QUEST DIAGNOSTICS	01-5811		574.
58157	04/18/2012	RANSOM AND RANDOLPH	01-4344		755.0
58158	04/18/2012	RIO GRANDE ALBUQUERQUE THE BELL GROUP	01-4344	390.70	
			Unpaid Sales Tax	27.53-	363.1
8159	04/18/2012	ROSE PRINTING SERVICES, INC.	01-5810	71.95	
			Unpaid Sales Tax	3.95-	68.0
8160	04/18/2012	SAFEWAY INC/PAVILIONS	01-4300	14.97	
			01-4344	8.06	23.0
8161	04/18/2012	ANGELA SANTOS	01-5153		120.0
8162	04/18/2012	BRIAN K. SATTERFIELD	01-5153		540.0
8163	04/18/2012	FHEG - SADDLEBACK BOOKSTORE STORE #296 MA#2963112	01-4600		298.6
8164	04/18/2012	SCHOOL SPECIALTY	01-4344		774.6
8165	04/18/2012	JARED SCOTT	01-5811		90.0
8166	04/18/2012	SECURITAS SECURITY SVCS, USA	01-5811		980.4
8167	04/18/2012	SEHI PROCOMP COMPUTER PRODUCTS	01-4300	683.25	

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Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Chec Amour
158167	04/18/2012	SEHI PROCOMP COMPUTER PRODUCTS	01-4600	1,016.51	7
			01-5651	342.85	
			01-6410	1,262.69	3,305.30
158168	04/18/2012	SEW TRUE SUPPLY	01-4300	311.10	250.500-00-00-00-00-00-00-00-00-00-00-00-00-
			01-4344	1,619.36	1,930.46
58169	04/18/2012	SHRED-IT CAMPO ENTERPRISES, INC.	01-5811		80.00
58170	04/18/2012	SIEMENS INDUSTRY INC.	01-5811		464.01
58171	04/18/2012	RUSSELL SIGLER, INC.	01-4600		916.2
58172	04/18/2012	SIGN WAREHOUSE.COM	01-4600	174.73	
			01-6410	364.02	
			Unpaid Sales Tax	38.75-	500.0
58173	04/18/2012	SILPAK, INC.	01-4600		474.2
58174	04/18/2012	SIMPLICITY PATTERN CO., INC.	01-4200	56.41	
		,	Unpaid Sales Tax	4.06-	52.3
58175	04/18/2012	SMASHING SPORTS	01-4300		922.7
58176	04/18/2012	DANIEL SMITH, INC.	01-4344	173.61	
			Unpaid Sales Tax	11.56-	162.0
58177	04/18/2012	SOUTHERN COUNTIES OIL DBA/SC FUELS	01-4610		4,298.9
58178	04/18/2012	SO. ORANGE CO. COMM. COL.DIST	01-5825		4,230.0
58179	04/18/2012	SOUTHLAND INSTRUMENTS, INC.	01-5651		5,968.7
58180	04/18/2012	RED HILL CORPORATION DBA SUPERGRIT ABRASIVES	01-4344	347.25	
			Unpaid Sales Tax	23.25-	324.0
58181	04/18/2012	AMY SUPINGER dba SUPINGER STRATEGIES	01-5811		1,750.0
58182	04/18/2012	SVM, LP	01-7600		1,573.4
58183	04/18/2012	PATRIC TAYLOR	01-4600		298.3
58184	04/18/2012	TELLIGENT MEDIA	01-5153		780.0
58185	04/18/2012	THE SOLAR STORE	01-4300		1,014.2
58186	04/18/2012	TOMARK SPORTS, INC.	01-6410		4,576.1
58187	04/18/2012	TRIBUNE MEDIA SERVICES, INC.	01-5811		350.0
58188	04/18/2012	TRUSTWAVE	01-5651		1,650.0
58189	04/18/2012	TUSTIN AWARDS, INC.	01-4300		11.3
58190	04/18/2012	TUTTLE-CLICK FORD	01-4600		12.9
58191	04/18/2012	UNISOURCE WORLDWIDE INC.	01-9210		1,646.4
58192	04/18/2012	UNITED DIRECT MARKETING	01-5840		658.0
58193	04/18/2012	UNITED SITE SERVICES OF CALIFORNIA, INC.	01-5620		270.4
58194	04/18/2012	VENTEK INTERNATIONAL	01-5811		180.0
58195	04/18/2012	WARD'S NATURAL SCIENCE	01-4300	61.55	
	- 1940 mar 1960 Mar 1975 (1970)		01-4344	61.55	123.1
58196	04/18/2012	WESTERN GRAPHICS PLUS, INC.	01-5830		7,631.7
58197	04/18/2012	U.S. TOY CO.,INC./CONSTRUCTIVE PLAYTHINGS	12-4300		958.3
58198	04/18/2012	SOUTH COAST FAMILY PRACTICE	68-5811		165.0
58199	04/19/2012	DAVID BUGAY	01-5270		410.1

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heck Number	Check Date	Pay to the Order of	Fund Object	Expensed Chec Amount Amou
58200	04/19/2012	CA SCHOOL EMPLOYEES ASSN CHAPTER 586	01-5270	1,463.3
58201	04/19/2012	COMMUNITY COLLEGE LEAGUE OF CALIFORNIA	01-5270	670.0
58202	04/19/2012	CROWNE PLAZA HOTEL - VENTURA BEACH	01-5270	84.0
58203	04/19/2012	JIM GASTON	01-5270	219.4
58204	04/19/2012	M. SCOTT GRABAU	01-5270	520.1
58205	04/19/2012	RICHARD GROSCOST	01-5270	836.1
58206	04/19/2012	LEE HAGGERTY	01-5270	1,160.0
58207	04/19/2012	DR. CRAIG JUSTICE	01-5270	416.2
58208	04/19/2012	ANTHONY B. LIN	01-5270	1,400.0
58209	04/19/2012	KIM MC CORD	01-5270	20.0
58210	04/19/2012	JENNIFER MC CUE	01-5270	109.3
58211	04/19/2012	KEVIN O'CONNOR	01-5270	48.0
58212	04/19/2012	HEIDI M. OCHOA	01-5270	534.2
58213	04/19/2012	LUCAS OCHOA	01-5270	350.0
58214	04/19/2012	PAPA PESTICIDE APPLICATORS ASSOC.	01-5270	200.0
58215	04/19/2012	PAPA PESTICIDE APPLICATORS ASSOC.	01-5270	200.0
8216	04/19/2012	GARY POERTNER	01-5270	515.7
58217	04/19/2012	LARRY RADDEN	01-5270	3,297.6
58218	04/19/2012	CARLA REISCH	01-5270	537.0
58219	04/19/2012	THE RP GROUP	Cancelled	79.6
	THE SAME STREET STREET	2012, Cancel Register # AP04242012A		
8220	04/19/2012	TASHA TRANKIEM	01-5270	682.3
8221	04/19/2012	BOB URELL	01-5270	150.0
8222	04/19/2012	JAVIER WILLIAMS	01-5270	319.4
8223	04/19/2012	JEFF WILSON	01-5270	901.4
8224	04/19/2012	MARK ZANDONELLA	01-5270	688.9
8225	04/19/2012	LIANNA ZHAO	01-5270	901.4
8226	04/20/2012	GREEN RIVER GOLF CLUB	01-5811	672.0
8227	04/20/2012	BEST BUY BUSINESS ADVANTAGE	40-6411	2,621.3
8228	04/20/2012	CRESCENT SOLUTIONS	40-6440	6,732.0
8229	04/20/2012	DELL MARKETING L.P. C/O DELL USA L.P.	40-6411	96,359.9
8230	04/20/2012	EDGE DEVELOPMENT, INC.	40-6220	381,653.0
8231	04/20/2012	ENAMIX, INC.	40-6440	5,600.0
8232	04/20/2012	FACILITIES PLANNING & PROGRAM SERVICES, INC	40-6227	7,200.0
8233	04/20/2012	GOVPLACE	40-6411	12,472.9
8234	04/20/2012	i3 SOLUTIONS	40-6440	4,000.0
8235	04/20/2012	JACKSON, DE MARCO, TIDUS, & PECKENPAUGH	40-6120	28,626.4
8236	04/20/2012	MC KENNA LONG & ALDRIDGE, LLP	40-6120	1,300.0
8237	04/20/2012	NEUDESIC, LLC	40-6440	42,347.0
8238	04/20/2012	PERCEPTIVE SOFTWARE	40-6412	394.2

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58239	04/20/2012	TORREY PINES BANK	ATTN: ROSE	40-6220	Amount	129,476.0
		RAMSDEN				3 .
58240	04/20/2012	UNITED SITE SERVICES INC.	OF CALIFORNIA,	40-6220		732.
58241	04/20/2012	VALERIA BARRAGAN		01-5270		213.
58242	04/20/2012	DEIDRE CAVAZZI		01-5270		500.
58243	04/20/2012	DAVID D. GATEWOOD		01-5270		389.
58244	04/20/2012	RAUL B. GUTIERREZ		01-5270		20.
58245	04/20/2012	HILTON SACRAMENTO ARE	DEN WEST	01-5270		146.
58246	04/20/2012	MARK MC ELROY		01-5270		701.
58247	04/20/2012	THOMAS O'LEARY		01-5270		750.
58248	04/20/2012	ORANGE COUNTY SCHOOL	L BOARDS	01-5270		35.
58249	04/20/2012	JAY SIERZCHULA		01-5270		20.
58250	04/20/2012	CHRISTINA SMITH		01-5270		77.
58251	04/20/2012	SHOUKA TORABI		01-5270		79.
58252	04/20/2012	TASHA TRANKIEM		01-5270		20.
58253	04/20/2012	RICHARD WHITE		01-5270		1,000.
8254	04/20/2012	TED WILLIAMS		01-5270		224
8255	04/20/2012	LIANNA ZHAO	01-5270		54.	
8256	04/23/2012	OFFICEMAX CONTRACT IN	01-4600		13,376.	
8257	04/23/2012	SOUTHERN CALIFORNIA EI	01-5591		1,499.	
8258	04/23/2012	SOUTHERN CALIFORNIA EI	01-5591		7,045.	
8259	04/23/2012	SOUTHERN CALIFORNIA EI	01-5591		12,663.	
8260	04/23/2012	SOUTHERN CALIFORNIA G	SOUTHERN CALIFORNIA GAS CO.			2,279.
8261	04/23/2012	SOUTHERN CALIFORNIA G	AS CO.	01-5592		13,767.
58262	04/23/2012	SOUTHERN CALIFORNIA G	AS CO.	01-5592		2,075.
8263	04/23/2012	SOUTHERN CALIFORNIA G	AS CO.	01-5592		46.
8264	04/23/2012	VERIZON		01-5590		140.
8265	04/23/2012	XEROX CORP.		01-4600	382.98	
				01-5620	1,488.58	1,871.
8266	04/23/2012	XEROX CORPORATION		01-5651	3,124.76	
				01-6430	658.47	3,783.
8267	04/23/2012	BENJAMIN SAYLES		01-5811		100.
8268	04/23/2012	SILVER DREAM FACTORY,	INC.	01-5620		750.
8269	04/23/2012	EVAN STRAND		01-5811		100.
8270	04/23/2012	A-1 AWARDS		01-4900		101.
8271	04/23/2012	AAA ACCESS SMOG		01-5811		100.
8272	04/23/2012	AAA ELECTRIC MOTOR SAL	ES	01-4600		217.
8273	04/23/2012	ADVANTAGE MARKETING INC.	ADM GROUP	01-5830		6,353.
8274	04/23/2012	CHERYL ALEXANDER		01-5153		120.
8275	04/23/2012	ALLIED REFRIGERATION IN	IC	01-4600		116.
8276	04/23/2012	NIKOLAS AMBROSE		01-5173		200.
8277	04/23/2012	APPLE COMPUTER INC.		01-6410		26,586.
8278	04/23/2012	BERGMAN DACEY GOLDSM PROFESSIONAL LAW CORF		01-5721		2,660.

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	Check	Fund	Expensed	Chec				
Check Number	Date	Pay to the Order of	f		Object	Amount		
158279	04/23/2012	NANCY BRACKEN			01-4300	ranount	892.57	
158280	04/23/2012	CINTAS DOCUMEN	NT MANAGEME	ENT	01-5811		23.50	
158281	04/23/2012	CINTAS DOCUMEN			01-5811		23.50	
158282	04/23/2012	CINTAS DOCUMEN			01-5811		23.50	
158283	04/23/2012	CINTAS DOCUMENT MANAGEMENT			01-5811		23.50	
158284	04/23/2012	CINTAS DOCUMENT MANAGEMENT			01-5811		159.50	
158285	04/23/2012				01-5811		159.00	
158286	04/23/2012		CINTAS DOCUMENT MANAGEMENT CINTAS DOCUMENT MANAGEMENT				159.50	
158287	04/23/2012	CINTAS DOCUMEN			01-5811 01-5811		159.50	
				:141		699.74	159.50	
158288	04/23/2012	MARIE DE LA PALI	ME		01-4300		200 27	
50000	04/00/0040				01-5810	199.33	899.07	
158289	04/23/2012	EMERGENCY PLAN GROUP	NNING CONSU	LTING	01-5811		1,080.00	
58290	04/23/2012	HEIDI M. OCHOA			Cancelled		21,273.60	
		2012, Cancel Register						
58291	04/23/2012	GENESIS ART SUP	PPLIES		01-6410	1,119.58		
					Unpaid Sales Tax	75.85-	1,043.73	
58292	04/23/2012	PIPS ASSOCIATES	C/O KEENAN	&	01-3600		167,733.00	
58293	04/23/2012	MAQUINSAL SEWII	NG MACHINE	CO.	01-4300	573.82		
					01-4344	1,120.35	1,694.17	
58294	04/23/2012	MARK OPTICS, INC	D.		01-5821		390.00	
58295	04/23/2012	PAUL MC LEOD			01-5821		50.00	
58296	04/23/2012	CITIZENS BUSINESS BANK ATTN: LORI MOYNIHAN, VP			01-7100		57,960.05	
58297	04/23/2012	NORTH STATE EN	VIRONMENTAL	_	01-5511		13,308.60	
58298	04/23/2012	OC Treasurer-Tax C	Collector		01-5620	241.60		
					01-5811	1,579.44	1,821.04	
58299	04/23/2012	OC REGISTER BILLING	СОММЕ	ERCIAL	01-5810	979.77	V > 40-4-2-100 side(2.2.2-2-2-2)	
					01-5830	2,500.00	3,479.77	
58300	04/23/2012	OCE-IMAGISTICS			01-5620		52.80	
58301	04/23/2012	HEIDI M. OCHOA			01-4300		47.92	
58302	04/23/2012	LUCAS OCHOA			01-4300		311.37	
58303	04/23/2012	ORCHARD SUPPLY	HARDWARE		01-4600		80.73	
58304	04/23/2012	ORKIN PEST CONT			01-5811		4,559.00	
58305	04/23/2012	ORKIN PEST CONT			12-5811		93.60	
58306	04/23/2012	KEENAN & ASSOCI		CCOUNTS	68-5811		2,635.52	
58307	04/23/2012	KEENAN & ASSOCI	ATES AC	CCOUNTS	68-5811		4,900.00	
58308	04/24/2012	BEST BUY ACCT	BUSINESS	S ADVANTAGE	01-4300		125.48	
58309	04/24/2012	CA HAZARDOUS SI	ERVICE		01-5811		1,450.00	
58310	04/24/2012	G & K SERVICES			01-5508		85.81	
58311	04/24/2012	W. W. GRAINGER			01-4300		309.25	
58312	04/24/2012	GREEN THUMB INT	ERNATIONAL		01-4300		117.48	
JUJ 12	UT127/2012	CUEELA LUCINIO IIAI	FULLY		01-4300		117.40	

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	Check	B	Fund	Expensed	Chec
Check Number	Date	Pay to the Order of	Object	Amount	Amour
158314	04/24/2012	HALO BRANDED SOLUTIONS	01-5811		420.22
158315	04/24/2012	HIGH SCHOOL MEDIA, LLC	01-5830		408.00
158316	04/24/2012	HIGHER ONE INC.	01-5811		684.40
58317	04/24/2012	HITT MARKING DEVICES, INC.	01-4600		125.2
58318	04/24/2012	HORIZON	01-4600		209.8
58319	04/24/2012	BERTRAND'S MUSIC	01-5650		235.4
58320	04/24/2012	IDEAL DATA SOLUTIONS, INC.	01-5811		702.7
58321	04/24/2012	INSIGHT MEDIA	01-4600	304.85	
			Unpaid Sales Tax	20.77-	284.0
58322	04/24/2012	INSTRUMART	01-4300		368.5
58323	04/24/2012	IRVINE PIPE & SUPPLY	01-4600		545.4
58324	04/24/2012	JERRY'S ARTARAMA	01-4344	569.97	
			Unpaid Sales Tax	41.00-	528.9
58325	04/24/2012	JIM'S MUSIC CENTER, INC.	01-4600		355.5
58326	04/24/2012	JOHNSTONE SUPPLY	01-4600		444.3
58327	04/24/2012	K-LOG COMPANY	01-6410	1,398.44	
			Unpaid Sales Tax	100.58-	1,297.8
58328	04/24/2012	KELE INC.	01-4600	278.08	
			Unpaid Sales Tax	20.00-	258.0
8329	04/24/2012	KEN'S SPORTING GOODS	01-4300		817.€
8330	04/24/2012	TAMARA KING	01-5812		129.0
58331	04/24/2012	KNOTT AVENUE CHRISTIAN CHURCH	01-5620		800.0
58332	04/24/2012	GARY I. KUSUNOKI	01-5811		350.0
58333	04/24/2012	LABOR LAW CENTER, INC.	01-4600		64.5
58334	04/24/2012	LAERDAL MEDICAL CORP.	01-4344		594.8
58335	04/24/2012	SHARON LANDIS	01-5153		480.0
58336	04/24/2012	LASER SOURCE	01-4600		206.8
58337	04/24/2012	LEARNING ZONE	01-4300	387.47	
			Unpaid Sales Tax	25.94-	361.5
58338	04/24/2012	MICHAEL LEVINE, INC.	01-4300		685.9
58339	04/24/2012	LINKS SIGN LANGUAGE INTERPRETING SERVICES	01-5811		288.0
58340	04/24/2012	MARKERTEK VIDEO SUPPLY 1 TOWER DRIVE	01-4344	221.58	
			Unpaid Sales Tax	36.06-	185.5
58341	04/24/2012	J. M. MC CONKEY CO.	01-4344		787.2
68342	04/24/2012	McLOGAN SUPPLY COMPANY, INC.	01-4344		656.9
58343	04/24/2012	FARAHNAZ MEHRABI KOUSHKI	01-4600		12.1
58344	04/24/2012	MICRO CENTER A/R	01-4300		10.7
58345	04/24/2012	MILLENNIUM BUSINESS SERVICES Marty Cohn	01-4600	43.10	
			01-5810	934.41	977.5
58346	04/24/2012	SALLIE MILLER	01-5153		120.0
58347	04/24/2012	MOUSER ELECTRONICS	01-4300		143.9
58348	04/24/2012	NAVIGATORS PRINT & DESIGN INC	01-5810		2,280.0
58349	04/24/2012	NEW ALTERNATIVES, INC.	01-5153		360.0
58350	04/24/2012	NEWBEGINNINGS, INC. CATERING DIVISION	Cancelled		1,889.1

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Check Number	Check Date	Pay to the Order of		Fund Object	Expensed Amount	Chec Amour
Cance	elled on 05/01/	2012, Cancel Register	# AP05012012B			
58351	04/24/2012	NEWPORT-MESA L	JNIF. SCHOOL DIST	01-5811		334.98
58352	04/24/2012	NOTHING BUT AIR	BALLOONS, INC.	01-5811		158.00
58353	04/24/2012	OC Treasurer-Tax C	Collector	01-5722	6,659.50	
				01-5811	8,131.50	14,791.00
58354	04/24/2012	OC REGISTER BILLING	COMMERCIAL	01-5810	979.77	
				01-5830	748.00	1,727.77
58355	04/24/2012	OCLC, INC.	DEPT #34299	01-5811		181.0
58356	04/24/2012	OPTP		01-4300	148.98	
				Unpaid Sales Tax	9.08-	139.9
58357	04/24/2012	ORKIN PEST CONT		01-5811		637.5
58358	04/24/2012	HOFFMAN SOUTH		01-5811		2,391.3
58359	04/24/2012	G/M BUSINESS INT	ERIORS	68-6410		627.1
58360	04/24/2012	JACKSON, DE MAR PECKENPAUGH	RCO, TIDUS, &	68-5721		316.0
58361	04/25/2012	ANSALDO, WARRE	:N	01-5269		33.7
58362	04/25/2012	GILLIAN ASHTON		01-5269		14.9
8363	04/25/2012	JANICE BROWN		01-5269		14.9
8364	04/25/2012	DAVID BUGAY		01-5269		91.8
8365	04/25/2012	CHANG, DAVID H.		01-5269		14.9
8366	04/25/2012	HENCELYN CHU		01-5269		195.2
8367	04/25/2012	RUBEN GUZMAN		01-5269		179.8
8368	04/25/2012	CORINNE JACKSOI	N	01-5269		14.9
8369	04/25/2012	RAUL LEAL		01-5269		70.5
8370	04/25/2012	SILVER LEOWIDJA	JA	01-5269		14.9
8371	04/25/2012	JOE LIU		01-5269		14.9
8372	04/25/2012	REALINI, YVONNE		01-5269		29.9
8373	04/25/2012	DAN WALSH		01-5269		76.4
8374	04/25/2012	STUDIO DEPOT EX	PENDABLES	01-4344		377.3
8375	04/25/2012	PACIFIC ATHLETIC	WEAR, INC.	01-4300		474.1
8376	04/25/2012	PASCO SCIENTIFIC	;	01-6410		2,300.1
8377	04/25/2012	J.W. PEPPER & SOI	N, INC.	01-4300		1,036.5
8378	04/25/2012	PHOENIX GROUP	5 - 5 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	01-5811		1,531.29
8379	04/25/2012	POCKET NURSE EN	NTERPRISES, INC.	01-4344	775.42	19
			0. Table (1977) (1975) (1976) (1975) (1975) (1976) (1976) (1976) (1976) (1976) (1976) (1976) (1976) (1976) (19	Unpaid Sales Tax	50.53-	724.89
8380	04/25/2012	PORTABLE POWER	RSYSTEMS	01-4600	547.55	
				Unpaid Sales Tax	35.20-	512.3
8381	04/25/2012	PRAXAIR		01-4300		122.2
8382	04/25/2012	PROFORMA		01-4600		465.90
8383	04/25/2012	PROGRESSIVE ME	DICAL INT.	01-4344		2,167.47
8384	04/25/2012	PURETEC		01-5811		2,135.77
8385	04/25/2012	QUALITY OFFICE F	URNISHINGS	01-6410		5,612.62
8386	04/25/2012	QUEZADA PRO LAN	NDSCAPE, INC.	01-5811		4,610.00
8387	04/25/2012	REALVOLLEYBALL.	СОМ	01-4300		477.3
8388	04/25/2012	RESEARCH TECHN	OLOGY INT'L	01-4300		424.78
8389	04/25/2012	ROYAL TRUCK BOD	ΟY	01-4600		271.1

001 - South Orange County Community
College District

Generated for Nancy Hulse (NHULSE), May 2 2012 11:53AM

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Chec Amou
158390	04/25/2012	S & B FOODS CATERING DIVISION	01-5271		57.1
158391	04/25/2012	S & B FOODS CATERING DIVISION	01-5271		394.9
158392	04/25/2012	S & B FOODS CATERING DIVISION	01-5271		226.2
158393	04/25/2012	S & B FOODS CATERING DIVISION	01-5271		239.8
158394	04/25/2012	SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT	01-5811		159.3
58395	04/25/2012	SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT	01-5811		258.0
58396	04/25/2012	SARGENT-WELCH LLC VWR INTERNATIONAL	01-4300		33.2
58397	04/25/2012	SADDLEBACK COLLEGE FOUNDATION	01-8841		100.0
58398	04/25/2012	SCHWAB APIARIES	01-5650		500.0
58399	04/25/2012	SEHI PROCOMP COMPUTER PRODUCTS	01-4600		3,308.7
58400	04/25/2012	SIGMA ALDRICH CHEMICAL CO.	01-4300		279.4
58401	04/25/2012	SMASHING SPORTS	01-4300		566.7
58402	04/25/2012	DANIEL SMITH, INC.	01-4344	217.37	
3.5 LT.T.	***		Unpaid Sales Tax	15.63-	201.7
58403	04/25/2012	SO. ORANGE CO. COMM. COL.DIST	01-5825		2,576.0
58404	04/25/2012	SOUTHLAND INSTRUMENTS, INC.	01-5651		1,824.4
58405	04/25/2012	STAR MAINTENANCE SUPPLY	01-4600		717.9
58406	04/25/2012	THERMO FISHER SCIENTIFIC (ASHEVILLE)	01-4600	16.50	
			01-6410	310.92	327.4
58407	04/25/2012	TROXELL COMMUNICATIONS, INC.	01-6411		1,485.4
58408	04/25/2012	TUSTIN UNIFIED SCHOOL DISTRICT	01-5811		98.1
58409	04/25/2012	USA MOBILITY WIRELESS, INC.	01-5620		66.2
58410	04/25/2012	WARD'S NATURAL SCIENCE	01-4344		485.5
58411	04/25/2012	WARE DISPOSAL CO., INC.	01-5510		1,045.2
58412	04/25/2012	WAXIE	01-4600	340.05	
			01-9210	226.28	566.3
58413	04/25/2012	WOLTERS KLUWER HEALTH	01-4600		618.9
58414	04/25/2012	YALE CHASE MATERIALS HANDLING	01-4600		1,798.2
58415	04/25/2012	ANGELICA R. ZIKOOR	01-5153		360.0
58416	04/25/2012	SMART & FINAL IRIS CO.	12-4600	54.86	
00110	0 112012012		12-4710	122.72	177.5
58417	04/26/2012	AMER. INSTITUTE OF ARCHITECTS	01-5270		875.0
58418	04/26/2012	JOYCE BARTLOMAIN	01-5270		210.5
58419	04/26/2012	DON BUSCHE	01-5270		309.6
58420	04/26/2012	MARIE DE LA PALME	01-4300	131.83	500.0
UUTEV	0-1120120 1Z	THE REST MENT	01-5270	145.00	276.8
58421	04/26/2012	DEBRA L. FITZSIMONS	01-5270	1-0.00	270.0
58422	04/26/2012	DAVID FRETZ	01-5270		647.1
			01-5270		215.5
58423 58424	04/26/2012	GRACE GARCIA			489.7
58424 58425	04/26/2012	WILL GLEN	01-5270		
58425	04/26/2012	HILTON UNIVERSITY HOTEL	01-5270		790.9
58426 58427	04/26/2012	THE GRAND HYATT WASHINGTON HYATT REGENCY ATLANTA	01-5270 01-5270		1,369.4 777.4

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Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Chec Amour
158428	04/26/2012	HYATT REGENCY ATLANTA	01-5270		777.40
158429	04/26/2012	HYATT REGENCY ATLANTA	01-5270		777.40
158430	04/26/2012	HYATT REGENCY ATLANTA	01-5270		777.40
158431	04/26/2012	BRAD MCREYNOLDS	01-5270		100.0
158432	04/26/2012	NAFSA 2012	01-5270		589.0
158433	04/26/2012	NAT'L ATHLETIC TRAINERS ASSN	01-5270		210.0
158434	04/26/2012	DIANE OAKS	01-5270		206.6
158435	04/26/2012	KATHLEEN WERLE	01-5270		110.0
158436	04/26/2012	AT & T	01-5590		26.9
158437	04/26/2012	AT&T	01-5590		32.2
58438	04/26/2012	OFFICEMAX CONTRACT INC.	01-4600		5,752.4
58439	04/26/2012	VERIZON	01-5590		333.3
58440	04/27/2012	AMERICAN GEOTECHNICAL, INC.	40-6225		2,386.9
58441	04/27/2012	AT&T DATACOM, INC.	40-6411		47,582.4
58442	04/27/2012	CATALYST CONSULTING	40-6440		9,180.0
58443	04/27/2012	DELL MARKETING L.P. C/O DELL USA L.P.	40-6410		29,665.9
58444	04/27/2012	DIV. OF THE STATE ARCHITECT STATE OF CALIFORNIA	40-6120		1,933.4
58445	04/27/2012	DOUGHERTY + DOUGHERTY ARCHITECTS LLP	40-6226		134,702.0
58446	04/27/2012	GRIFFITH CO.	40-6220		16,137.0
58447	04/27/2012	HALL & FOREMAN, INC.	40-6225		20,380.0
58448	04/27/2012	HCTD., LLC c/o HUDSON PACIFIC PROPERTIES	40-6120		22,750.0
58449	04/27/2012	JOYCE INSPECTION & TESTING	40-6224		6,744.5
58450	04/27/2012	NIMBLE CONSULTING	40-6440		8,500.0
58451	04/27/2012	PARSONS BRINCKERHOFF, INC.	40-6220		4,370.0
58452	04/27/2012	PENN CORPORATE RELOCATION SERVICES, INC.	40-6220		250.0
58453	04/27/2012	PINNACLE LANDSCAPE COMPANY	40-6120		4,810.0
58454	04/27/2012	R2A ARCHITECTURE	40-6226		5,357.3
58455	04/27/2012	RED STONE, INC	40-6224		1,968.0
58456	04/27/2012	UPBEAT, INC.	40-6120	10,992.96	
			Unpaid Sales Tax	685.88-	10,307.0
58457	04/27/2012	JOHN B. BENITZ	01-5173		100.00
58458	04/27/2012	EBERHARD EQUIPMENT	01-4600		857.6
58459	04/27/2012	ECONOMIC ALTERNATIVES, INC.	01-5811		716.6
58460	04/27/2012	EDUCATIONAL GLOBAL TECHNOLOGIES, INC. (EDGT)	01-6412		326.7
58461	04/27/2012	FACILITIES PLANNING & PROGRAM SERVICES, INC	01-5153		11,780.00
58462	04/27/2012	FEDERAL EXPRESS	01-9221		108.07
58463	04/27/2012	FILMAKERS LIBRARY, INC.	01-4300	332.86	
			Unpaid Sales Tax	22.86-	310.00
58464	04/27/2012	FILMTOOLS, INC.	01-4344		157.62
58465	04/27/2012	FIRST STUDENT INC.	01-5811		325.00
58466	04/27/2012	FISHER SCIENTIFIC	01-4300	2,907.26	

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Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Chec Amour
158466	04/27/2012	FISHER SCIENTIFIC	01-6410	1,300.95	4,208.2
158467	04/27/2012	FLAG SYSTEMS, INC.	01-5620		3,900.0
158468	04/27/2012	FLOOR TECH GROUP	01-6220		8,179.0
158469	04/27/2012	FORESTRY SUPPLIERS, INC.	01-4300		357.4
158470	04/27/2012	LORRAINE FOX	01-5153		750.0
158471	04/27/2012	REBECCA FRANCIS	01-5173		200.0
158472	04/27/2012	JERRY FRANKLIN DANVILLE COMMUNITY COLLEGE	01-5811		654.6
158473	04/27/2012	DAVID FRETZ	01-5691		103.2
158474	04/27/2012	XEROX CORPORATION	01-5620	3,332.96	
			01-5651	333.37	3,666.3
158475	04/30/2012	BRAD POLLAK COMPANY BRAD POLLAK	01-5173		200.0
158476	04/30/2012	RED DIGITAL CAMERA COMPANY	01-6411		1,023.6
158477	04/30/2012	VITAL LINK EDUCATION AND BUSINESS CONSORTIUM	01-5811		9,000.0
158478	04/30/2012	DEPARTMENT OF GENERAL SERVICES	01-5721		6,210.0
158479	04/30/2012	CA POWER PARTNERS, INC	01-5651		15,188.2
158480	04/30/2012	CALIFORNIA STAGE/LIGHTING, INC	01-4600	1,566.95	
			01-5620	549.53	
			Unpaid Sales Tax	39.53-	2,076.9
158481	04/30/2012	CABLES TO GO DIVISION OF LASTAR.COM	01-4300		255.4
58482	04/30/2012	CAL PRO SPORTS	01-4300		3,025.2
58483	04/30/2012	CAPISTRANO UNIFIED SCHOOL DIST	01-5811		165.0
58484	04/30/2012	EDUCATION 4 WORK SUSAN M. COLEMAN	01-5811		8,333.0
58485	04/30/2012	TRACY DALY	01-4600		55.4
58486	04/30/2012	DATA FINANCIAL, INC.	01-6410	1,055.95	
			Unpaid Sales Tax	75.95-	980.0
58487	04/30/2012	DB MECHANICAL, INC.	01-6220		4,782.0
58488	04/30/2012	DELL MARKETING L.P. C/O DELL USA L.P.	01-4600	387.88	
			01-5650	216.10	
			01-6410	543.24	1,147.2
58489	04/30/2012	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE, CASHIERING	01-5811		897.00
58490	04/30/2012	DHARMA TRADING CO.	01-4300	146.51	
			01-4344	274.66	421.1
58491	04/30/2012	DISH NETWORK	01-5811		61.7
58492	04/30/2012	DISPENSING SOLUTIONS, INC.	01-4600		267.6
58493	04/30/2012	DIVERSIFIED BUSINESS SERVICES	01-5830		2,913.0
58494	04/30/2012	SPARKLETTS	01-4600		1,319.2
58495	04/30/2012	DUNN-EDWARDS CORPORATION	01-4600		155.1
58496	04/30/2012	DYNATRONICS	01-4300		360.3
58497	04/30/2012	EDWARDS, ARNETTE	01-5153		180.0
58498	04/30/2012	ELECTRONIX EXPRESS	01-4300	57.37	
	04/30/2012	EMCOR/Mesa Energy Systems	Unpaid Sales Tax 01-4600	4.12-	53.2

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					W. C.	2000
Check Number	Check	Pay to the Order of		Fund	Expensed	Check
158500	Date 04/30/2012	ENTERPRISE RENT-A-CAR		Object 01-5620	Amount	280.76
158501	04/30/2012	EWING IRRIGATION PRODI		01-3620		593.61
158502	04/30/2012	DAIRY DEPOT	0013	12-4710		50.22
158502	04/30/2012	AT & T MOBILITY		01-5590		14.51
158504	04/30/2012	AT & T		St. 10 E. Ville		54.85
158505	04/30/2012	AT&T		01-5590 01-5590		345.00
158506	04/30/2012	AT&T		01-5590		58.12
		CONTROL CONTROL				
158507 158508	04/30/2012	AT & T		01-5590		58.12
	04/30/2012	AT & T		01-5590		58.12
158509	04/30/2012	AT&T	DIRON 00	01-5590		1,641.18
158510	04/30/2012	SOUTHERN CALIFORNIA E		01-5591		33,274.89
158511	04/30/2012	SO. ORANGE CO. COMM. C	OL.DIST	01-7500		5,600.00
158512	04/30/2012	POSTMASTER		01-5840		700.00
158513	04/30/2012	FHEG IVC BOOKSTORE	No. 895 MA 759	01-7600		142.98
158514	04/30/2012	FHEG IVC BOOKSTORE	No. 895 MA 720	01-7600		714.54
158515	04/30/2012	FHEG IVC BOOKSTORE MA 54	STORE NO 895	01-7600		6,114.11
158516	04/30/2012	MUSIC THEATRE INTERNAT	TIONAL	01-4600	53.88	
				01-5321	1,485.00	
				01-5620	1,369.75	2,908.63
158517	04/30/2012	MUSIC THEATRE INTERNAT	TIONAL	01-5321		1,622.38
158518	04/30/2012	NUVENTIVE		01-5812		21,900.00
158519	05/01/2012	B & H PHOTO		01-4300	171.86	
				01-4600	949.82	
				Unpaid Sales Tax	80.68-	1,041.00
158520	05/01/2012	BAKER & TAYLOR		01-6300		3,419.50
158521	05/01/2012	MARGUERITE BEAL		01-5153		140.00
58522	05/01/2012	BELL'S INDUSTRIAL SERVIO	CE	01-5650		131.75
158523	05/01/2012	BLICK ART MATERIALS		01-4300	335.25	
				01-4344	4,847.95	
				01-6410	662.99	5,846.19
158524	05/01/2012	THE BLIND FACTORY		01-4600	395.00	
				01-6220	895.00	1,290.00
58525	05/01/2012	BONE CLONES, INC.		01-6410		6,341.34
58526	05/01/2012	C.T.I./VALUELINE		01-4600		126.45
58527	05/01/2012	CALIFORNIA STAGE/LIGHTI	NG, INC	01-4600		76.28
58528	05/01/2012	CARQUEST AUTO PARTS		01-4600		14.06
58529	05/01/2012	CDW GOVERNMENT, INC.		01-6411		1,481.45
58530	05/01/2012	CLAIRE CESAREO-SILVA		01-5271		247.34
58531	05/01/2012	CLARK SECURITY PRODUC	TS INC.	01-4600		857.88
58532	05/01/2012	KATE CLARK		01-5173		500.00
58533	05/01/2012	COACH AMERICA		01-5691	927.35	
				01-5811	7,057.65	7,985.00
58534	05/01/2012	JANA COKE		01-5173	a measive et a	200.00
58535	05/01/2012	COLLEGE ART ASSOCIATION POST OFFICE	ON GENERAL	01-5374		600.00

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ESCAPE ONLINE

Checks Dated	04/11/2012 1	through 05/01/2012	134/134		
Check Number	Check	Pay to the Order of	Fund	Expensed	Check
Check Mumber	Date	Pay to the Order of	Object	Amount	Amount
158537	05/01/2012	COLLICUTT ENERGY SERVICES	01-4600		278.07
158538	05/01/2012	JANE L. COLLIER	01-5153		180.00
158539	05/01/2012	COMMUNITY COLLEGE LEAGUE OF CALIFORNIA	01-4200		39.00
158540	05/01/2012	COMPUTERLAND	01-5812		1,307.61
158541	05/01/2012	CONSOLIDATED ELECTRICAL DIST.	01-4600		1,681.80
158542	05/01/2012	COX COMMUNICATIONS	01-5812		5,764.66
158543	05/01/2012	BARBARA COX	01-4200		601.58
158544	05/01/2012	CPP, INC. DAVIES-BLACK PUBLISHING	01-5814		3,147.50
158545	05/01/2012	CARIE CRUZ	01-5153		280.00
158546	05/01/2012	CULINARY INSTITUTE OF AMERICA	01-4600		207.37
158547	05/01/2012	CULLIGAN WATER CONDITIONING	01-5620	104.00	
			01-5811	114.40	218.40
158548	05/01/2012	CUSTOMINK, LLC	01-4600	949.55	
			Unpaid Sales Tax	68.30-	881.25
158549	05/01/2012	WELLS FARGO #1598	01-4200	108.65	
			01-4300	398.11	
			01-5270	999.00-	
			01-5271	444.45	
			01-5650	334.47	
			01-6411	911.85	
			Unpaid Sales Tax	6.95-	1,191.58
158550	05/01/2012	WELLS FARGO #1606	01-4300	154.97	
			01-4600	51.79	
			01-5270	1,463.38	
			01-5840 Unpaid Sales Tax	20.65 2.50-	1,688.29
158551	05/01/2012	WELLS FARGO #2078	01-5270	3,899.32	1,000.29
100001	03/01/2012	WELLS FARGO #2076	01-5620	55.27	
			01-5811	17.95	
			01-5825	77.27	4,049.81
158552	05/01/2012	WELLS FARGO #4198	01-4300	534.74	4,045.01
130332	03/01/2012	WEELOT ANDO HT 180	01-4600	1,456.65	
			01-5270	62.49	
			01-5508	120.00	
			01-5620	2,383.64-	
			01-5812	325.90	
			01-6410	1,199.85	
			01-6412	21.79	
			Unpaid Sales Tax	21.07-	1,316.71
158553	05/01/2012	WELLS FARGO #1606	12-4300		473.59
158554	05/01/2012	ARGUESO., M. & CO., INC.	01-4344		1,378.60
158555	05/01/2012	CITY OF MISSION VIEJO	01-5620		280.00
158556	05/01/2012	G & K SERVICES	01-5508		79.81
158557	05/01/2012	G.J. AUTOMOTIVE EQUIPMENT CO.	01-4300		277.07
158558	05/01/2012	GALLS INC. %GALLS RETAIL CA LOCK BOX	01-4600		682.36

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Check Number	Check Date	Pay to the Order of		Fund Object	Expensed Amount	Checi Amoun
158559	05/01/2012	GOODWILL INDUSTRIES OF COUNTY	ORANGE	01-5811		120.00
158560	05/01/2012	GOVCONNECTION		01-4344		525.29
58561	05/01/2012	ESTER GRAHAM		01-5269		53.90
58562	05/01/2012	W. W. GRAINGER		01-4600		286.93
58563	05/01/2012	GREEN THUMB INTERNATIONAL		01-4300	15.51	
				01-4344	31.02	46.53
58564	05/01/2012	HALO BRANDED SOLUTIONS		01-4600	2,037.14	
				01-5811	1,064.70	3,101.84
158565	05/01/2012	HIGH SCHOOL MEDIA, LLC		01-5830		300.00
58566	05/01/2012	HORIZON		01-4600		29.85
158567	05/01/2012	AMANDA HUNN		01-5173		200.00
158568	05/01/2012	IRVINE RANCH WATER DIST.		01-5593		8,902.21
58569	05/01/2012	MICHAEL JAMES		01-4600		132.77
58570	05/01/2012	BILL JAY		01-5811		402.29
58571	05/01/2012	JIM'S MUSIC CENTER, INC.		01-4600		249.33
58572	05/01/2012	BETH JONES		01-5173		200.00
58573	05/01/2012	KELLY PAPER		01-4600		88.87
58574	05/01/2012	JOSELYN KONING		01-5173		200.00
58575	05/01/2012	SUSAN KWAN		01-5269		8.94
58576	05/01/2012	LASER SOURCE		01-4600		214.42
58577	05/01/2012	LESLIE'S POOLMART, INC.		01-4600		123.29
58578	05/01/2012	LIEBERT CASSIDY WHITMORE		01-5721		10,076.50
58579	05/01/2012	NICOLE LOFTUS		01-5269		128.87
58580	05/01/2012	LYNDA.COM, INC.		01-5812		1,662.50
58581	05/01/2012	MACIAS, GINI & O'CONNELL, LLP		01-5707		8,915.75
58582	05/01/2012		I TOWER	01-4300	10.90	0,010.10
				01-6410	521.46	
			U	Inpaid Sales Tax	37.51-	494.85
58583	05/01/2012	MARSHALL MATERIALS		01-4600		868.02
58584	05/01/2012	J. M. MC CONKEY CO.		01-4344		129.70
58585	05/01/2012	KELLY MC COY		01-5173		400.00
58586	05/01/2012	MC FADDEN-DALE INDUSTRIAL HA	ARDWARE	01-4600		8.40
58587	05/01/2012	MC KESSON MEDICAL SURGICAL		01-4600		668.12
58588	05/01/2012	MEDIA CONTROL SYSTEMS, INC.		01-6411		48,989.21
58589	05/01/2012	BRUCE RADLOFF MEDICA DISCOUNT	AL	01-4344		2,269.06
58590	05/01/2012	MARCIA MILCHIKER		01-5811		39.99
58591	05/01/2012	MKH ELECTRONICS		01-5811		250.00
58592	05/01/2012	MS ABRASIVE CLEANING EQUIPMI	ENT	01-4344		614.18
58593	05/01/2012	NACUBO		01-5374		1,553.00
58594	05/01/2012	NCTA MEMBERSHIP FRAN TAYLOR	ICESCA B.	01-5374		175.00
58595	05/01/2012	NEWBEGINNINGS, INC. CATE DIVISION	ERING	01-5271		48.43

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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Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
158596	05/01/2012	NORTH ORANGE CO.COM.COL.DIST. NORMA ALVARADO, CACT	01-8699		1,696.06
158597	05/01/2012	NORTH STATE ENVIRONMENTAL	01-5511		268.62
158598	05/01/2012	JAMIE NOVICK	01-5173		200.00
158599	05/01/2012	KAY RYALS	01-5269		22.42
158600	05/01/2012	JOYCE SEMANIK	01-5269		27.97
158601	05/01/2012	TASHA TRANKIEM	01-5269		14.99
158602	05/01/2012	KATHLEEN WERLE	01-5269	×	3.00
		Total Number of C	Checks	723	5,769,426.05

Includes checks for only Bank Account COUNTY

	Count	Amount
Cancel	4	23,512.89
Net Issue	-	5,745,913.16

Fund Summary

Description	Check Count	Expensed Amount
General Fund	645	2,748,341.47
Child Development Fund	10	4,476.25
Capital Outlay Fund	52	2,641,293.88
Self-Insurance Fund	8	12,066.16
Retiree Benefit Fund	4	342,152.82
Total Number of Checks	719	5,748,330.58
Less Unpaid Sales Tax Liability		2,417.42-
Net (Check Amount)		5,745,913.16
	General Fund Child Development Fund Capital Outlay Fund Self-Insurance Fund Retiree Benefit Fund Total Number of Checks Less Unpaid Sales Tax Liability	General Fund 645 Child Development Fund 10 Capital Outlay Fund 52 Self-Insurance Fund 8 Retiree Benefit Fund 4 Total Number of Checks 719 Less Unpaid Sales Tax Liability

Checks Dated	04/11/2012 (through 05/01/2012				
Check Number	Check Date	Pay to the Order of	-	Fund Object	Expensed Amount	Check Amount
010372	04/13/2012	ACCCA		09-5270		1,475.00
010373	04/13/2012	OFFICEMAX CONTRACT	INC.	09-4600		228.77
010374	04/13/2012	SMART LEVELS MEDIA		09-5810		338.62
010375	04/13/2012	SOUTH ORANGE COUNT COLLEGE DISTRICT	TY COMMUNITY	09-4600		28.30
010376	04/13/2012	SOUTH ORANGE COUNT COLLEGE DISTRICT	TY COMMUNITY	09-4600		68.48
010377	04/13/2012	XEROX CORPORATION		09-5620		468.01
010378	04/20/2012	DREAM BOOKS	BELMA JOHNSON	09-5173		256.00
010379	04/20/2012	S & S WORLDWIDE RECEIVABLE	ACCOUNTS	09-4300		192.95
010380	04/20/2012	SADDLEBACK COLLEGE		09-4300		411.00
010381	04/27/2012	HOME DEPOT		09-4600	V1	17.14
			Total Number of C	hecks	10	3,484.27

Includes checks for only Bank Account SC-CMED

Fund Summary

Fund	Description	Check Count	Expensed Amount
09	SC Community Education Fund	10	3,484.27
	Total Number of Checks	10	3,484.27
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		3,484.27

Check Number	Check Date	Pay to the Order of		Fund	Expensed	Check
		30 mm - 10000 100000000000000000000000000		Object	Amount	Amount
008985	04/13/2012	EDUCATION TO GO		07-5811		398.50
008986	04/13/2012	MARK SEVI		07-5811		562.50
008987	04/13/2012	SOUTH ORANGE COUNTY COLLEGE DISTRICT	COMMUNITY	07-9521		19,712.76
008988	04/13/2012	SOUTH ORANGE COUNTY COLLEGE DISTRICT	COMMUNITY	07-9521		25,847.54
008989	04/13/2012	BARBARA HEINZ		07-8872		75.00
008990	04/20/2012	MUSICIAN'S FRIEND, INC.		07-4300		107.75
008991	04/27/2012	EDUCATION TO GO EDUCATION SERVICES	GATLIN	07-5811		1,295.00
			Total Number o	of Checks	7	47,999.05

Includes checks for only Bank Account IVC-CMED

Fund Summary

Fund	Description	Check Count	Expensed Amount
07	IVC Community Education Fund	7	47,999.05
	Total Number of Checks	7	47,999.05
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		47,999.05

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 5.18 DATE: 5/21/12

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).

Item Submitted By: Gary L. Poertner, Chancellor

DONATIONS May 21, 2012

Irvine Valley College

Gift	Donated By:
5 Game Passes	Irvine Lanes 3415 Michelson Drive Irvine, California 92612
6 Guest Checks	In-N-Out Burger 4199 Campus Drive, 9 th Floor Irvine, California 92612
2 Power Card Vouchers	Dave and Busters 71 Fortune Drive, Suite 960 Irvine, California 92618
Toys	Sharon Louie 5500 Irvine Center Drive, Irvine, California 92618
Flash Drives	Maria Nunez 5500 Irvine Center Drive Irvine, California 92618
2 Admission Tickets	Aquarium of the Pacific 100 Aquarium Way Long Beach, California 90802
Toys	Paul Tang 5500 Irvine Center Drive Irvine, California 92618
Toys	Christopher Rogovich 211 West Mariposa San Clemente, California 92672
Gift Basket	Karen Kobzeff 24412 Mockingbird Place Lake Forest, California 92630
2 Admission Tickets	Medieval Times 7662 Beach Blvd., Buena Park, California 90620

DONATIONS May 21, 2012

2 Vouchers	South Coast Repertory P.O. Box 2197 Costa Mesa, California 92628
4 Tickets	Dodger Stadium 1000 Elysian Park Avenue Los Angeles, California 90012
2 Complimentary Museum Passes	Bowers Museum 2002 N. Main Street Santa Ana, California 92706

South Orange County Community College District

Gift	Donated By:
17 Books and 4 Video Tapes	Debra L. Fitzsimons
(Emergency Preparedness and Critical	102 Gauquin Circle
Incidents)	Aliso Viejo, California 92656
,	

Saddleback College

Gift	Donated By:
Magazines	Marjorie Harder 22681 Via Santa Rosa Mission Viejo, California 92691
Painting	Leonora Rochek 24931 Rollingwood Road Lake Forest, California 92630

ITEM: 5.19 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: April/May 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 April/May 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

Robert Simoneau Consultant Agreement – Develop the National Center description template, prioritize the needs of RapidTech, identify the needs for and possible funding accounts for NSF/ATE National Center coordinate and track supplemental document section, assist in obtaining letters of support and finalize all National Center and Rapid Tech requests and detailed review of each request. Saddleback College	\$69,999.00
TestMarcx Solutions, LLC Group Services Agreement – To provide Energy and Environmental Design Commissioning Services for the Sciences Building. Saddleback College	\$56,800.00
Point and Click Solutions, Inc. Purchase Agreement – Software for practice management, electronic health records, patient web portal and advanced reporting to be utilized in the Student Health Center for medical patient charts. Saddleback College	\$37,141.68
i3 Solutions Consultant Agreement – To provide project management and business analysis services in support of ongoing district initiatives such as Sherpa, MySite Mobile and Class Schedule Refresh Business Analysis, and user support. Funded through General Fund account. SOCCCD	\$18,000.00

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

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Reliapole Inspection Services Co. Independent Contractor Agreement – To provide inspection of the stadium and golf driving range netting structural pole. Saddleback College	\$14,160.00
Bob Parrett Construction, Inc. Agreement – To complete the Community Education Village 9 renovation. Saddleback College	\$10,588.00
Strata Information Group Professional Services Agreement – To provide consulting support for HR/Financial System RFP Process and Procurement including Business Process Analysis sessions. SOCCCD	\$160/hr not to exceed \$95,000 for both phases.
RossCo Promotions Agreement – To buy FUND-Cards which include coupons from merchants and are given to students who purchase an ASG sticker. Irvine Valley College	\$10,000.00
Penn Corporate Relocation Services Agreement – To provide packing materials and supplies for the Health Center Relocation. Saddleback College	\$6,125.84
Samuel French Performance Agreement – For the presentation of 'Dames At Sea' at McKinney Theatre. Saddleback College	\$4,380.00
Avalon Tent & Party Equipment Rental Agreement – For use of equipment for college event on May 16, 2012. Saddleback College	\$3,266.27
The Ritz-Carlton Catering Contract – For etiquette class event on July 19, 2012. Saddleback College	\$2,800.00
Daniel J. Pothen Consultant Agreement – To contribute and participate in the Health Information Technology program and course development. Saddleback College	\$2,000.00

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	Page 3 of 4
Avalon Tent & Party Equipment Rental Agreement – For use of equipment for college event on May 8, 2012. Irvine Valley College	\$573.04
Dave & Buster's Special Event Contract – For use of accommodations and serving of food for the college Eat & Play event on May 24, 2012. Irvine Valley College	\$468.30
Avalon Tent & Party Equipment Rental Agreement – For use of equipment for college event on May 10, 2012. Saddleback College	\$447.86
City of Mission Viejo Rental Contract/Permit-Facilities – To use the facilities and hold the Paramedic graduation ceremony. Saddleback College	\$280.00
Kaplin University Mutual Non-Disclosure Agreement- To protect confidential information from unauthorized use and disclosure. Saddleback College	\$0.00
Employment Development Department (EDD) Agreement Amendment (Training Grant) – To extend the dates of the contract from 5/18/12 to 6/30/12 with no change in the cost. Irvine Valley College	\$0.00
Anaheim Hills Wellness Center, Inc. Affiliation Agreement – To provide clinical training for students at Saddleback College.	\$0.00
Anaheim Hills Medical Group, Inc. Affiliation Agreement – To provide clinical training for students at Saddleback College.	\$0.00
Vigen Zargarian, M.D. Affiliation Agreement – To provide clinical training for students at Saddleback College.	\$0.00
Margaret Rasouli, M.D. Affiliation Agreement – To provide clinical training for students at Saddleback College.	\$0.00

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	Page 4 01 4
Memorial Care Medical Foundation, Torsten Kruse, M.D. Affiliation Agreement – To provide clinical training for students at Saddleback College.	\$0.00
Memorial Care Medical Foundation, Memorial Care-san Juan Capistrano Affiliation Agreement – To provide clinical training for students at Saddleback College.	\$0.00
RP Group Confidentiality Agreement – To give access to the college Study Abroad course data. The data will be compiled and made available to California Colleges for International Education and Global Education and provide a comprehensive statewide perspective on Study Abroad. SOCCCD	\$0.00
City of Garden Grove Facilities Usage Agreement – To use the facilities and hold classes relating to the Foster and Kinship Care Education Program, Saddleback College	\$0.00
Saddleback Pulmonary Associates-George K. Shahinian M.D. Affiliation Agreement – To provide clinical training for students at Saddleback College.	\$0.00
Coast Medical Group-George K. Shahinian, M.D. 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.

ITEM: 6.1 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Consolidated Elections for Members of Governing Boards

ACTION: Approval

BACKGROUND

The provisions of Education Code Section 5340 read in part:

"School District governing board or community college district governing board member elections for two or more school districts of any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot."

STATUS

Consistent with previous practice during election years, the Orange County Department of Education has notified the South Orange County Community College District that a resolution relative to consolidated elections and order of election needs to be adopted by the board and returned to that office by June 15, 2012. Resolution 12-19 (Exhibit A) resolves that pursuant to the authority of Education Code Sections 5304 and 5322, the Orange County Department of Education notified of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 6, 2012.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Resolution 12-19 to notify the Orange County Department of Education of the consolidated election specifications as outlined in Exhibit A.

Item Submitted By: Gary L. Poertner, Chancellor

BOARD OF TRUSTEES

RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION AND SPECIFICATIONS OF THE ELECTION ORDER

RESOLUTION 12-19

May 21, 2012

WHEREAS, the election of governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on December 7, 2012, next succeeding the election.

NOW BE IT RESOLVED that pursuant to the authority of Education Code §5304 and 5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 6, 2012.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code Sections 5340 and 5342.

Dated this 21st day of May, 2012.

Clerk, Board of Trustees South Orange County Community College District

BOARD OF TRUSTEES

RESOLUTION NUMBER 12-19

Excerpt from the Journal of the Board of Trustees of the South Orange County

Community College District, State of California, for a regular meeting held on the
twenty-first day of May, 2012, at 6:00 p.m. at which the following members were

PRESENT: Trustees Nancy Padberg, T.J. Prendergast, Marcia Milchiker, David B.

Lang, Frank M. Meldau, William O. Jay

ABSENT: Trustee Thomas A. Fuentes

9

On motion of Trustee , seconded by Trustee , a Resolution and Order of Election and Specifications of the Election Order was adopted by the following vote:

AYES: Trustees Padberg, Prendergast, Milchiker, Lang, Meldau and Jay

NOES: None

ABSENT: Trustee Thomas A. Fuentes

Certified a correct copy this 21st day of May, 2012

Clerk, Board of Trustees South Orange County Community College District

ITEM: 6.2 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Policy Revision: BP-5608: Tuition Refunds, BP-

5605: Residence Determination, BP-4050: Employee Use of District

Motor Vehicles

ACTION: Discussion/Approval

BACKGROUND

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and are in compliance with current laws and regulations.

STATUS

Three board policies are presented to the board for "Discussion/Approval." The new language and amendments to the board policies were reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Council on April 19, 2012 for review and recommendation to the Chancellor and presented to the Board of Trustees for review and study at the April 30, 2012 board meeting.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for discussion/approval the board policies, as shown in Exhibit A through C.

5608

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT STUDENTS

TUITION REFUNDS

10	THON REPUNDS
A.	A request for nonresident tuition refunds may be requested and granted under the following conditions outlined in the Administrative Regulation 5608. (Title 5, Calif Code of Regulations, Section 54070): 1. For all program changes made during the first two weeks of instruction of a regular scheduled 18 weeks semester of instruction, or the ten percent point of a short term course, less than 18 weeks (100% refunded).
	a.The college may retain an amount not to exceed ten dollars (\$10) once each semester for each refund request.
	2. Tuition fees collected in error (100% refunded).
	3. Tuition fees refundable as a result of the cancellation of a class or some similar action on the part of the college, clearly beyond the control of the student and for which the fees have been paid (100% refunded).
B.	Refunds for enrollment fees may be requested and granted under the following conditions (Title 5, Calif. Code of Regulations, Section 58508):
	1. For all program changes made during the first two weeks of instruction of a regular scheduled 18 weeks semester of instruction, or the ten percent point of a short term course, less than 18 weeks (100% refunded).
	a. The college may retain an amount not to exceed ten dollars (\$10) once each semester for each refund request.
	2. Any student who is a member of an active or reserve United States military service, and who has withdrawn from courses due to military orders, may request a tuition refund only for courses receiving an MW grade. Refer to BP-5300, Grading Policy under Military Withdrawal (100% Refunded).

- 3. Enrollment fees refundable as a result of the cancellation of a class or some similar action on the part of the college, clearly beyond the control of the student and for which the fees have been paid (100% refunded).
- 4. Enrollment fees are refundable where the student fails to meet a prerequisite (100% refunded).

Reference:

Title 5, California Code of Regulations, Section 54070, 58508

Revised: 5-03-82 Revised: 4-26-99 Revised: 5-15-89 Revised: 8-30-04 Revised: 4-08-91 Revised: 1-31-05

Exhibit B Page 1 of 1

BOARD POLICY

5605

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT STUDENTS

RESIDENCE DETERMINATION

Students shall be classified at the time of each application for admission or registration as a resident or nonresident student.

A resident is any person who has been a bona fide resident of California for at least one year on the residence determination date. The residence determination date shall be the day immediately preceding the first day of a semester or summer session for which the student applies to attend.

Residence classification shall be made for each student at the time applications for admission are accepted or registration occurs and whenever a student has not been in attendance for more than one semester. A student classified as a nonresident may be reclassified as of any residence determination date.

The Chancellor shall enact <u>administrative</u> <u>regulationsprocedures</u> to assure that residence determinations are made in accordance with <u>California Education Code Calif. Ed. Code</u>, and Title 5, <u>California Calif.</u> Code of Regulations, and Student Attendance Accounting Manual.

Reference:

California Education Code, Section 68040 and 76140 Title 5, California Code of Regulations, Section 54000, et seq.

Revised: 5-15-89 Revised: 4-26-99 Revised: 1-31-05

4050

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **HUMAN RESOURCES**

EMPLOYEE USE OF DISTRICT MOTOR VEHICLES

The Chancellor shall establish Administrative Regulations regulating the use of District motor vehicles by District employees in conducting District business.

DELETE - REMOVE FROM BOARD POLICY MANUAL

Adopted: 4-13-70 Revised: 4-10-89 Revised: 4-26-99 Revised: 5-24-04 Revised: 1-31-05

Reviewed by BPARAC & Chancellor on 7-6-11 No Recommended Change to Policy

ITEM: 6.3 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Policy Revision: BP-3220: Institutional Membership

in Organizations, BP-3101: Budget Management, BP-2100.1:

Delegation of Authority to the Academic Senate

ACTION: 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

Three 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 May 10, 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 C.

3220

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BUSINESS

INSTITUTIONAL MEMBERSHIP IN ORGANIZATIONS

Institutional membership in local, state and national organizations, including the renewal of memberships and the payment of dues to selected organizations, must have the prior and annual approval of the Board of Trustees.

The Chancellor will develop an administrative regulation for memberships.

Reference:

California Education Code, Section 70902

Adopted: 3-24-70 Revised: 5-23-88 Revised: 4-26-99 Reviewed: 10-13-10

3101

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUSINESS

BUDGET MANAGEMENT

The budget shall be managed in accordance with Title 5 and the California Community Colleges Budget and Accounting Manual. Budget revisions shall be made only in accordance with these policies and as provided by law.

Revenues accruing to the District in excess of amounts budgeted shall be added to the District's reserve for contingencies <u>unless t</u>. They are <u>available for appropriation appropriated only upon by</u> a resolution of the Board that sets forth the need according to major budget classifications in accordance with applicable law.

Board approval/ratification is required for changes between major expenditure classifications. A transfer between major classifications of expenditures may be approved by the Chancellor or his/her designee, subject to ratification by a majority of the Board of Trustees, duly convened. Transfers from the reserve for contingencies to any expenditure classification must be approved in advance by a two-thirds vote of the members of the Board.

All approved transfers shall be filed with the Orange County Department of Education.

References:

Title 5 Sections 58307, 58308

Adopted: 9-23-91 Revised: 4-26-99 Revised: 9-29-03 Revised: 4-28-08

2100.1

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **ADMINISTRTION**

DELEGATION OF AUTHORITY TO THE ACADEMIC SENATE

In response to Sections 53200-53205, of Title 5, Calif. Code of Regulations, it is the policy of the Board of Trustees that there shall be appropriate delegation to the college academic senates of responsibility for and authority over academic and professional matters. [53203(a)]. Regarding such matters, the Board of Trustees:

- 1. Recognizes the college academic senates as the representative of the faculties; and
- 2. Will rely primarily upon the advice and judgment of the academic senates in accordance with processes of collegial consultation as defined below; and
- 3. Designates the Chancellor of the District as its agent for purposes of implementation.

I. SCOPE

Academic and professional matters upon which the Board of Trustees will rely primarily upon the advice and counsel of the academic senates. include [53200]:

- 1. Curriculum, including established prerequisites and placing courses within disciplines;
- 2. Degree and certificate requirements;
- 3. Grading policies:
- 4. Educational program development;
- 5. Standards or policies regarding student preparation and success;
- 6. District and college governance structures, as related to faculty roles;
- 7. Faculty roles and involvement in accreditation processes, including self-study and annual reports;
- 8. Policies for faculty professional development activities;
- 9. Processes for program review;

- 10. Processes for institutional planning and budget development; and
- 11. Other matters as mutually agreed upon between the Board of Trustees and the academic senate, or as otherwise provided by statute or regulation.

II. PROCESS OF COLLEGIAL CONSULTATION

Primary reliance upon the advice and counsel of the academic senates means that the Board of Trustees and/or its designees will accept the recommendations of the academic senates regarding academic and professional matters as itemized above, and will act otherwise only in exceptional circumstances and for compelling reasons. If a recommendation of the senate is not accepted, the Board of Trustees or its designee will promptly communicate its reasons in writing. [53203(d.1)]. Such explanation will convey the "exceptional circumstances and compelling reasons" that necessitated the action in question.

In exercising their delegated authorities and responsibilities, the college academic senates will consult collegially with administrative staff and other governance groups and will do so through appropriate governance processes developed and implemented at each college. Each college president has the responsibility and the authority to determine whether the college senate has duly observed these obligations and may refuse to accept recommendations that have been formulated outside defined processes of college governance. Any such rejection is to be made in writing and is to specify the procedural concerns to be addressed before the recommendation is reconveyed.

III. IMPLEMENTATION

All existing policy regulations, procedures, and guidelines addressing academic and professional matters will remain in place and be subject to modification only through the processes of collegial consultation as defined herein. The academic senates will honor requests from the Board of Trustees and/or its agents to review relevant policies, regulations, procedures, and/or guidelines should be Board of Trustees and/or its agents believe that modifications are necessary or appropriate.

IV. STATUS

Board Policy 2100.1 is in mutual agreement between the governing board and the academic senates and may be modified upon mutual consent of the parties.

Nothing contained herein will limit other rights and responsibilities of the academic senate as otherwise provided in statute or regulation, nor will this policy constrain the Board of Trustees in ways other than are herein agreed. [53203(a)]. Nothing contained herein is to impinge upon the due process rights of faculty, nor to limit the collective bargaining rights of the faculty's exclusive representative. The Board of Trustees will respect agreements between the academic senates and collective bargaining agents as to how they will consult, collaborate, share, or

Adopted: 5-08-95 Revised: 4-26-99 Revised: 2-25-02 Revised: 7-26-04

DELEGATION OF AUTHORITY TO THE ACADEMIC SENATE

delegate among themselves the responsibilities that are delegated to the senates pursuant to this policy. [53204].

Reference:

Title 5 California Code of Regulations; Sections 53200-53205, 53203(a), (d), (d.1)

Adopted: 5-08-95 Revised: 4-26-99 Revised: 2-25-02 Revised: 7-26-04

ITEM: 6.4 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Request to Rescind Spring 2013 Sabbatical

ACTION: Approval

BACKGROUND

Annually, the SOCCCD Board of Trustees reviews the recommendations of the Sabbatical Committee for faculty sabbatical projects for the upcoming academic year. Sabbatical projects are reviewed and approved in accordance with Article XXVI, Section H, of the Academic Employee Master Agreement.

On January 23, 2012, the Board of Trustees approved the sabbatical projects of 19 faculty members, including Richard White, Professor, Ceramics, Fine Arts and Media Technology, Saddleback College, for Spring Semester 2013.

STATUS

Due to personal commitments, Richard White has requested that approval of his sabbatical leave for Spring 2013 be rescinded.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept the request to rescind approval of sabbatical leave for Richard White for the Spring 2013 semester.

Item Submitted by: David Bugay, Ph.D., Vice Chancellor, Human Resources

ITEM: 6.5 DATE: 05/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Administrator and Manager New Position Descriptions, Titles

and Range Placement on the Integrated Salary Schedule

ACTION: Approval

BACKGROUND

On September 27, 2010 the Board of Trustees approved a contract with Marlys Grodt and Associates for a classification study for administrators and managers. An external compensation study was conducted including benchmark classifications with comparable districts of similar size and scope and other relevant organizations. As part of the study, the new integrated salary schedule was approved by the Board of Trustees on February 27, 2012. This new integrated salary schedule incorporated both administrators and classified managers. Until now, no comprehensive classification and compensation study has ever been conducted for academic administrative employees in this district.

STATUS

Position descriptions have been reviewed for 33 Academic Administrators and 55 Classified Managers. Position Information Questionnaires were distributed to each employee and telephonic interviews, job analyses, allocations of the positions to class, written preliminary class specifications, and final position descriptions for every administrator and manager were developed. After careful review of position description appeals, reassessment and review by employees and their supervisors, a final position description was written for all administrators and managers based on current assigned duties, including essential functions, assigned responsibilities and bona fide occupational qualifications. New position description titles and range placements are shown in Exhibit A. New position descriptions are available for Board review in a binder identified as Exhibit B.

The cost of implementation for 2012 is \$198,411.00 for the entire administrator and manager group with no commitment for COLA increase for 2012-13 or future years.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the new position descriptions, titles and ranges for administrators and managers as shown in Exhibits A and B.



CURRENT CLASSIFICATION TITLE	Current Salary Range	RECOMMENDED CLASSIFICATION TITLE - Integrated Schedule	Final Recommended Range
President - IVC & SC	IV	President IVC, SC	27
Vice Chancellor of Business Services	IV	Vice Chancellor of Business Services	27
Vice Chancellor of Human Resources	IV	Vice Chancellor of Human Resources & Employer-Employee Relations	27
Vice Chancellor of Technology & Learning Services	IV	Vice Chancellor of Technology & Learning Services	27
Associate Vice Chancellor of Economic Development	III	Associate Vice Chancellor of Economic Development	25
Vice President for Instruction IVC, SC	Ш	Vice President for Instruction IVC, SC	25
Vice President for Student Services IVC, SC	Ш	Vice President for Student Services IVC, SC	25
District Director of Facilities Planning & Purchasing	10	Executive Director of Facilities Planning/Purchasing/Materials Management	23
District Director of Fiscal Services	10	Executive Director of Fiscal Services/Comptroller	23
District Director of Human Resources	10	Executive Director of Human Resources-Employer/Employee Relations	23
Dean of Advanced Technology & Applied Science	II	Dean of Advanced Technology & Applied Science-SC	22
Dean of Academic Programs, Student Learning and Research	П	Dean of Academic Programs-IVC	22
Dean of Business Science & Economic & Workforce Dev	II	Dean of Business Science & Economic & Workforce Development-SC	22
Dean of Career Technical Ed & Wkforce Development	II	Dean of Career Technical Education & Workforce Development-IVC	22
Dean of Counseling Services	II	Dean of Students & Counseling Services-IVC	22
Dean of Counseling Svcs & Special Programs	II	Dean of Counseling Services-SC	22
Dean of Fine Arts & Media Technology	П	Dean of Fine Arts & Media Technology-SC	22
Dean of Fine Arts, Business Sciences & College Online Ed	II	Dean of Fine Arts, Business Sciences & College Online Education-IVC	22
Dean of Health Science, PE & Athletics	II	Dean of Health Science, Kinesiology & Athletics-IVC	22
Dean of Health Sciences & Human Services	II	Dean of Health Sciences & Human Services-SC	22
Dean of Humanities & Languages, Social Sciences & Library Svcs	П	Dean of Humanities & Languages, Social/Behavioral Sciences & Library Svcs-IVC	22
Dean of Liberal Arts & Learning Resources	II	Dean of Liberal Arts-SC	22
Dean of Math, Science & Engineering	II	Dean of Math, Science & Engineering IVC, SC	22
Dean of Online Education & Learning Resources	II	Dean of Online Education & Learning Resources-SC	22
Dean of PE, Kinesiology & Athletics	II	Dean of Kinesiology & Athletics/Athletics Director-SC	22



CURRENT CLASSIFICATION TITLE	Current Salary Range	RECOMMENDED CLASSIFICATION TITLE - Integrated Schedule	Final Recommended Range
Dean of Social & Behavioral Sciences	II	Dean of Social & Behavioral Sciences-SC	22
Dean, of Enrollment Services - IVC	II	Dean of Enrollment Services-IVC	22
Assistant Dean, Health Science & Human Svcs	I	Assistant Dean, Health Science & Human Svcs/Director of Nursing-SC	20
Assistant Director, Facilities Planning	7	Director of Facilities Planning	20
Associate Director of IT-Academic Systems & Special Projects	9	Director of IT-Academic Systems	20
Associate Director of IT-Administrative Systems & Services	9	Director of IT-Administrative Systems	20
Director of Technology Services	9	Director of Technology Services & Broadcast Systems-SC	20
Director of Technology Services	9	Director of Technology Services-IVC	20
Telecommunications & Network Security Manager	8	Director of IT-Infrastructure & Security	20
Director of Facilities	9	Director of Facilities IVC, SC	19
Director of Research, Planning & Accreditation - IVC & SC	I	Director of Research, Planning & Accreditation IVC, SC	19
Director of Student Health Center	I	Director of Student Health Center-SC	19
District Director of Research & Planning	9	District Director of Research, Planning & Data Management (Academic)	19
Assistant Director of Human Resources	9	Associate Director of Human Resources-Employer/Employee Relations	18
Director of Fiscal Services	8	Director of Fiscal Services-IVC	18
District Director of Public Affairs & Intergovernmental Relations	8	District Director of Public & Government Affairs	18
Systems Manager, HR Info Systems	7	Associate Director of Applications Delivery	18
Accounting and Budget Manager	6	Assistant Director of Fiscal Services - Accounting and Budget	16
Director of Economic & Workforce Development-SC	8	Director of Economic & Workforce Development-SC	16
Director, Safety & Security/Chief of Police	7	Chief of Police IVC	16
Admissions, Records & Enrollment Services Registrar	7	Registrar IVC, SC	14
Assistant Director of Facilities	7	Assistant Director of Facilities IVC, SC	14
Assistant Director of Facilities-Capital Outlay Projects-SC	8	Assistant Director of Facilities-Capital Outlay Projects-SC	14
Director of Community Education	7	Director of Community Education-SC	14
Director of Emeritus Instructional Programs	7	Director of Emeritus Instructional Programs-SC	14



CURRENT CLASSIFICATION TITLE	Current Salary Range	RECOMMENDED CLASSIFICATION TITLE - Integrated Schedule	Final Recommended Range
Director of Extended Education	7	Director of Extended Education-IVC	14
Director of Performing Arts & Operations	7	Director of Performing Arts & Operations-SC	14
Director of Student Development	7	Director of Student Life IVC, SC	14
Financial Aid Director	7	Director of Financial Aid IVC, SC	14
Systems Manager, Computer & Network Operations Systems	7	Systems Manager, Computer & Network Operations Systems	14
Payroll Manager	6	Payroll and Benefits Processing Manager	13
Purchasing Manager	6	Purchasing Manager	13
Child Development Center Manager	6	Director of Child Development Center IVC, SC	12
Deputy Chief of Police/Asst Director of Safety & Security	6	Deputy Chief of Police-SC	12
Facilities Maintenance & Energy Projects Manager	6	Facilities Maintenance & Energy Projects Manager-SC	12
Manager of the Office of Chancellor & Trustee Svcs	6	Manager of the Office of Chancellor & Trustee Svcs	12
Police Operations Lieutenant	6	Police Operations Lieutenant-IVC	12
Risk Manager	6	Risk Manager	12
Systems Manager, Management Information Systems	6	User Experience (UX) Manager	12
Financial Analyst	4	Financial Analyst/Audit Supervisor	11
Assistant Athletic Director	5	Assistant Athletic Director-SC	10
Campus Coordinator	5	Instructional Site Supervisor	10
Central Services Manager	5	Central Services Manager	10
Executive Assistant of the Office of the Vice Chancellor	4	Executive Assistant of the Office of the Vice Chancellor BS, HR, TLS	10
Executive Asst of the Office of the President	4	Manager of the Office of the President IVC, SC	10
Night Custodial Supervisor	4	Night Facilities Operations Supervisor IVC, SC	8
Executive Assistant of Chancellor & Trustee Svcs	3	Executive Assistant of the Office of the Chancellor & Trustee Svcs	7
Human Resources Associate	2	Human Resources Associate	7
Executive Secretary of Office of Chancellor & Trustee Svcs	1	Executive Secretary of the Office of the Chancellor & Trustee Svcs	3

Exhibit B

to

Item 6.5 SOCCCD: Administrator and Manager New Position Descriptions, Titles and Range Placement on the Integrated Salary Schedule

is available in the Office of the Chancellor and Trustee Services HS 334, Health Sciences Building, 3rd floor Saddleback College

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.6 DATE: 5/21/12

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 and Exhibit B are presented to the Board of Trustees for approval/ratification to be effective on the dates as shown on the Exhibits.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve/ratify the academic personnel actions as shown in Exhibit A and Exhibit B.

Item Submitted By: David Bugay, Ph.D., Vice Chancellor, Human Resources

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS

A. <u>NEW PERSONNEL APPOINTMENTS</u>

- 1. **ADMINISTRATIVE EMPLOYMENT** (Ratified Pursuant to Board Policy 4002.1)
 - a. WYNTER, CADENCE, is to be employed as Dean of Social and Behavioral Sciences, Pos. #2357, Academic Administrator Salary Range 22, Step 1, Division of Social and Behavioral Sciences, Saddleback College, effective June 11, 2012. This is a replacement position for Patti Flanigan-Chapin, who received a change in status. (See Exhibit B, Attachment 1)
- 2. **ACADEMIC EMPLOYMENT** (Ratified Pursuant to Board Policy 4002.1)
 - a. BOWLES, CHRISTINA, is to be employed as Nursing Instructor, Pos. #1468, Division of Health Sciences and Human Services, Saddleback College, effective August 13, 2012.
 Approximate Salary Placement: Class II, Step 2. This is a replacement position for Barbara Belyea, who retired. (See Exhibit B, Attachment 2)
 - b. DUFFY, MICHELLE, is to be employed as Reading Instructor, Pos. #1015, Division of Liberal Arts, Saddleback College, effective August 13, 2012. Approximate Salary Placement: Class V, Step 2. This is a replacement position for Cheryl Altman, who retired. (See Exhibit B, Attachment 3)
 - c. GRAVIS, ESTHER, is to be employed as Nursing Instructor, Pos. #4458, Division of Health Sciences and Human Services, Saddleback College, effective August 13, 2012.
 Approximate Salary Placement: Class II, Step 1. This is a replacement position for Virginia Giguere, who retired. (See Exhibit B, Attachment 4)
 - d. LEEDAHL, LAURA, is to be employed as Nursing Instructor, Pos. #4457, Division of Health Sciences and Human Services, Saddleback College, effective August 13, 2012.
 Approximate Salary Placement: Class V, Step 4. This is a replacement position for Alda Babusek, who retired. (See Exhibit B, Attachment 5)
 - e. NIN, ORLANTHA, is to be employed as Transfer Center Coordinator/Counselor, Pos. #4470, Division of Liberal Arts, Saddleback College, effective August 13, 2012. Approximate Salary Placement: Class II, Step 4. This is a replacement position for Miki Mikolajczak, who retired. (See Exhibit B, Attachment 6)
 - f. SHAFE, KIARASH, is to be employed as Mathematics Instructor, Pos. #1704, Division of Mathematics, Science and Engineering, Saddleback College, effective August 13, 2012. Approximate Salary Placement: Class V, Step 4. This is a replacement position for Kaz Tarui, who retired. (See Exhibit B, Attachment 7)
 - g. QUIGLEY, II, JAMES PATRICK, is to be employed as Mathematics Instructor, Pos. #1700, Division of Mathematics, Science and Engineering, Saddleback College, effective August 13, 2012. Approximate Salary Placement: Class V, Step 4. This is a replacement position for Will Summer, who retired. (See Exhibit B, Attachment 8)

h. VOGEL, JEFF, is to be employed as Reading Instructor, Pos. #2978, Division of Liberal Arts, Saddleback College, effective August 13, 2012. Approximate Salary Placement: Class II, Step 1. This is a replacement position for Jill Lagatta, who retired. (See Exhibit B, Attachment 9)

3. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF

Approx. Salary

ApplicantHighest DegreeAssignmentPlacement (\$)Start DateMcClure, DanielMA/HistoryHistory/SCII/18/20/12

3. <u>ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF</u> (Ratified - Pursuant to Board Policy 4002.1)

Approx.

Salary Placemen

ApplicantHighest DegreeAssignmentPlacementStart Date¹Mora, FloryMA/SpanishSpanish/IVCII/104/23/12Orlandella, AnthonyMD/Medical DoctorSHC Physician/SCDR0704/23/12

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2011/2012 and 2012/2013 fiscal years.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount(\$)	Effective Date
Bagwell, Janet	Co-Chair, Reading/SC	1,721.00	08/20/12-12/19/12
Bagwell, Janet	Co-Coordinator, Reading Lab/SC	860.50	08/20/12-12/19/12
Barrows, Morgan	Chair, Envir.Studies/Eco/MST/SC	2,581.50	08/20/12-12/19/12
Bennett, Michael	Chair, Adapted Kinesiology/SC	3,439.59	08/20/12-12/19/12
Branch-Stewart, Kim	Chair, Human Svcs/SC	3,442.00	08/20/12-12/19/12
Camelot, Allison	Chair, Sociology/SC	2,800.00	08/20/12-12/19/12
Cesareo-Silva, Claire	Co-Chair, Anthro/CCS/SC	1,800.00	08/20/12-12/19/12
Chattopadhyay, C.	Co-Chair, Honors Program/SC	2,762.00	05/21/12-08/12/12
Chattopadhyay, C.	Co-Chair, Honors Program/SC	10,326.00	08/20/12-12/19/12
Choo, Brooke	Facilitator, Student Success/IVC	2,061.45	05/21/12-08/12/12
Chu, Hencelyn	Chair, Phleb/LabTech Pgrm/SC	1,721.00	08/20/12-12/19/12
Clark, Katherine	Facilitator, SLOs/IVC	6,000.00	07/01/12-08/10/12
Cosgrove, Bob	Academic Senate President/SC	4,123.00	05/21/12-08/12/12
Cox, Barbara	Chair, Business/SC	4,681.12	08/20/12-12/19/12
Crabb, Kerry	Chair, Intercollegiate Athletics/SC	2,000.00	08/20/12-12/19/12
Cubbage-Vega, April	Chair, Women/Gender Studies/SC	1,300.00	08/20/12-12/19/12

May 21, 2012

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¹ Emergency Hire for Spring 2012.

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2011/2012 and 2012/2013 fiscal years.

		Not to Exceed	
Name	Activity	Amount(\$)	Effective Date
Davis Allen, Lisa	Co-Chair, Accred. Task Force/IVC	4,122.90	05/21/12-08/10/12
Davis Allen, Lisa	Facilitator, Dist.Ed/Instr.Tech/IVC	4,122.90	05/21/12-08/12/12
Duquette, Janice	Chair, Kinesiology/Recreation/SC	6,884.00	08/20/12-12/19/12
Evans, Julie	Facilitator, Writing Ctr/IVC	2,061.45	05/21/12-08/12/12
Evancoe, Eugene	Chair, Electronics/Comp.Tech/SC	1,721.00	08/20/12-12/19/12
Even, Ryan	Chair, Photography/SC	1,376.00	08/20/12-12/19/12
Farnsworth, Robert	Chair, Horticulture/SC	1,721.00	08/20/12-12/19/12
Farthing, Scott	Chair, Music/SC	1,721.00	08/20/12-12/19/12
Fier, Scott	Chair, Chemistry/SC	2,581.50	08/20/12-12/19/12
Forouzesh, Jennifer	Co-Chair, Nursing Pgrm/SC	3,442.00	08/20/12-12/19/12
Fox, Lindsay	Chair, Fashion/SC	1,721.00	08/20/12-12/19/12
Galbraith, Mark	Athletic Team Physicals/SC	1,000.00	08/20/12-12/19/12
Garant, Dorothy	Chair, Dance/SC	2,000.00	08/20/12-12/19/12
Garcia, Renee	Co-Chair, Anthropology/SC	1,800.00	08/20/12-12/19/12
Goodman, Richard	Liaison, HumSvcs & Drug Ct/SC	1,376.80	08/20/12-12/19/12
Grihalva, Lawrence	Chair, EMT Pgrm/SC	1,721.00	08/20/12-12/19/12
Haeri, Mitchell	Co-Chair, Astr/Physics/Engr/SC	860.50	08/20/12-12/19/12
Hernandez-Bravo, C.	Chair, Int'l Languages/SC	4,474.60	08/20/12-12/19/12
Hernandez-Bravo, C.	Coordinator, Language Lab/SC	1,721.00	08/20/12-12/19/12
Hewitt, Suzanne	Chair, FCS&Foods/Nutrition/SC	1,721.00	08/20/12-12/19/12
Hoggatt, Michael	Chair, Special Svcs/SC	2,233.85	08/20/12-12/19/12
Horlings, Jane	Faculty Flex-wk Coordinator/SC	2,762.00	05/21/12-08/12/12
Hunt, Matthew	Coordinator, Writing Ctr/SC	1,721.00	08/20/12-12/19/12
Huntley, Anthony	Co-Chair, Biology/SC	1,290.75	08/20/12-12/19/12
Jacobsen, Karen	Chair, Health/SC	1,000.00	08/20/12-12/19/12
Kiernan, Maria	Chair, Emeritus Instit/Fine Arts/SC	3,441.90	08/20/12-12/19/12
Konishi, Hiromasa	Chair, CTVR/SC	860.50	08/20/12-12/19/12
Langrell, Jenny	Chair, Library/SC	3,442.00	08/20/12-12/19/12
Leppien-Christensen,C	Chair, Curric. Committee/SC	1,237.00	05/21/12-08/12/12
Levin, Patricia	Chair, Art/SC	1,721.00	08/20/12-12/19/12
Lovett, Margot	Chair, History/PolySci/SC	7,500.00	08/20/12-12/19/12
Marangi, Kent	Athletic Team Physicals/SC	1,000.00	08/20/12-12/19/12
McFann, Kent	Chair, Theatre/SC	1,376.00	08/20/12-12/19/12
Meyer, Clifford	Chair, Automotive/SC	1,721.00	08/20/12-12/19/12
Meyer-Canales, K.	Co-Chair, Astr/Physics/Engr/SC	860.50	08/20/12-12/19/12
Myers, Charles	Chair, CTVR/SC	860.50	08/20/12-12/19/12
Ochoa, Heidi	Co-Dir./Coach Forensics Team/SC	5,163.00	08/20/12-12/19/12
Pestolesi, Diane	Co-Chair, Nursing Pgrm/SC	1,721.00	08/20/12-12/19/12
Pestolesi, Diane	Asst. Director, Nursing Pgrm/SC	3,442.00	08/20/12-12/19/12
Quade, Joyce	Lab Coordinator, IMC/SC	2,721.00	06/18/12-07/29/12
Quade, Joyce	Chair, Comp. Info. Mgmt/SC	4,405.76	08/20/12-12/19/12

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2011/2012 and 2012/2013 fiscal years.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount(\$)	Effective Date
Radden, Larry	Co-Dir/Coach, Forensics Team/SC	5,163.00	08/20/12-12/19/12
Reed, Michael	Chair, Journalism/SC	1,721.00	08/20/12-12/19/12
Renault, Irene	Co-Chair, Reading/SC	1,721.00	08/20/12-12/19/12
Renault, Irene	Co-Coordinator, Reading Lab/SC	860.50	08/20/12-12/19/12
Repka, James	Chair, Geology/Oceanography/SC	1,721.00	08/20/12-12/19/12
Roostee, Larissa	Chair, Emeritus/Kines./Geront./SC	3,441.90	08/20/12-12/19/12
Rosenberg, Alannah	Co-Chair, Honors Program/SC	4,123.00	05/21/12-08/12/12
Ryals, Kay	Director, Honors Program/IVC	2,061.45	05/21/12-08/12/12
Schermerhorn, B.	Co-Chair, Real Estate/SC	964.00	08/20/12-12/19/12
Sheldon, Joel	Facilitator, Math Tutor Ctr/IVC	2,061.45	05/21/12-08/12/12
Smith, Basil	Chair, Humanities/Philosophy/SC	1,721.00	08/20/12-12/19/12
Smith, Christina	Chair, Education/SC	1,700.00	08/20/12-12/19/12
Smith, Jeanne	Chair, Mathematics/SC	6,884.00	08/20/12-12/19/12
Smith, Maureen	Co-Chair, Geography/SC	1,440.00	08/20/12-12/19/12
Stankovich, Kimberly	Chair, Speech/SC	1,721.00	08/20/12-12/19/12
Stephens, Blake	Chair, Architecture/Drafting/SC	1,721.00	08/20/12-12/19/12
Stevens, Kay	Chair, Med.Asst/Ins.Coding/SC	1,721/00	08/20/12-12/19/12
Stevenson, William	Coordinator, English Comp./SC	3,442.00	08/20/12-12/19/12
Tamialis, Barbara	Chair, Child Dev./SC	3,600.00	08/20/12-12/19/12
Taylor, Karen	Chair, Graphic Comm./Design/SC	1,721.00	08/20/12-12/19/12
Teh, Steve	Co-Chair, Biology/SC	1,290.75	08/20/12-12/19/12
Teng, Anthony	Chair, Accounting/Course Dev/SC	4,681.12	08/20/12-12/19/12
Thomas, Arlene	Chair, Int.Design/TravelMgmt/SC	1,721.00	08/20/12-12/19/12
Walsh, Daniel	Co-Chair, Geography/SC	960.00	08/20/12-12/19/12
Wegenek, Amira	Chair, Psychology/SC	3,900.00	08/20/12-12/19/12
Welc, Martin	Co-Chair, Real Estate/SC	964.00	08/20/12-12/19/12
Wolff, Michele	Trainer/Liaison, Health Sci./SC	1,135.86	08/20/12-12/19/12

2. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated at their respective hourly rate for Non-Instructional Assignments/Projects (3-for-1) for 2011/2012 and 2012/2013 fiscal years.

<u>Name</u>	Assignment/Project	Effective Date
Anderson, Michael	ESL Read/Grade Writing Samples/IVC	05/21/12-06/30/12
Anderson, Michael	ESL Read/Grade Writing Samples/IVC	07/01/12-08/17/12
Baker, Erqin	ESL Read/Grade Writing Samples/IVC	05/21/12-06/30/12
Baker, Erqin	ESL Read/Grade Writing Samples/IVC	07/01/12-08/17/12
Beasley, James	ESL Read/Grade Writing Samples/IVC	05/21/12-06/30/12
Beasley, James	ESL Read/Grade Writing Samples/IVC	07/01/12-08/17/12
Beck, Rebecca	ESL Read/Grade Writing Samples/IVC	05/21/12-06/30/12
Beck, Rebecca	ESL Read/Grade Writing Samples/IVC	07/01/12-08/17/12
Bodnar, Coral	ESL Read/Grade Writing Samples/IVC	05/21/12-06/30/12
Bodnar, Coral	ESL Read/Grade Writing Samples/IVC	07/01/12-08/17/12

B. <u>ADDITIONAL COMPENSATION: GENERAL FUND</u> - Continued

2. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated at their respective hourly rate for Non-Instructional Assignments/Projects (3-for-1) for 2011/2012 and 2012/2013 fiscal years.

Nome	A sai arrangent /Dusis at	Effective Date
Name Christopher	Assignment/Project	Effective Date
Brown, Christopher	Reading Challenge/ESL Essays/SC	06/18/12-08/10/12
Carlander, David	Reading Challenge/ESL Essays/SC	06/18/12-08/10/12
Casil, Amy	Reading Challenge/ESL Essays/SC	06/18/12-08/10/12
Chao, Iris	Reading Challenge/ESL Essays/SC	06/18/12-08/10/12
Coleman, Catherine	ESL Read/Grade Writing Samples/IVC	05/21/12-06/30/12
Coleman, Catherine	ESL Read/Grade Writing Samples/IVC	07/01/12-08/17/12
Fesler, Susan	ESL Read/Grade Writing Samples/IVC	05/21/12-06/30/12
Fesler, Suan	ESL Read/Grade Writing Samples/IVC	07/01/12-08/10/12
Gross, Deanna	Reading Challenge/ESL Essays/SC	06/18/12-08/10/12
Henderson, Pamela	ESL Read/Grade Writing Samples/IVC	05/21/12-06/30/12
Henderson, Pamela	ESL Read/Grade Writing Samples/IVC	07/01/12-08/17/12
Hildenbrand, Colleen	ESL Read/Grade Writing Samples/IVC	05/31/12-06/30/12
Hildenbrand, Colleen	ESL Read/Grade Writing Samples/IVC	07/01/12-08/17/12
Langille, Rachel	Reading Challenge/ESL Essays/SC	06/18/12-08/10/12
Livote, Michelle	ESL Read/Grade Writing Samples/IVC	05/21/12-06/30/12
Livote, Michelle	ESL Read/Grade Writing Samples/IVC	07/01/12-08/17/12
Luther, Barbara	ESL Read/Grade Writing Samples/IVC	05/21/12-06/30/12
Luther, Barbara	ESL Read/Grade Writing Samples/IVC	07/01/12-08/17/12
Man, Gina	ESL Read/Grade Writing Samples/IVC	05/21/12-06/30/12
Man, Gina	ESL Read/Grade Writing Samples/IVC	07/01/12-08/10/12
McGirr, Julie	ESL Read/Grade Writing Samples/IVC	05/21/12-06/30/12
McGirr, Julie	ESL Read/Grade Writing Samples/IVC	07/01/12-08/17/12
Meyer, Jill	Reading Challenge/ESL Essays/SC	06/18/12-08/10/12
Ploskina, Candace	Reading Challenge/ESL Essays/SC	06/18/12-08/10/12
Rivas, Daniel	ESL Read/Grade Writing Samples/IVC	05/21/12-06/30/12
Rivas, Daniel	ESL Read/Grade Writing Samples/IVC	07/01/12-08/17/12
Sims, Larry	ESL Read/Grade Writing Samples/IVC	05/21/12-06/30/12
Sims, Larry	ESL Read/Grade Writing Samples/IVC	07/01/12-08/17/12
Stanfield, Scott	Reading Challenge/ESL Essays/SC	06/18/12-08/10/12
Stern, Heather	ESL Read/Grade Writing Samples/IVC	05/21/12-06/30/12
Stern, Heather	ESL Read/Grade Writing Samples/IVC	07/01/12-08/17/12
Stern, Susan	ESL Read/Grade Writing Samples/IVC	05/21/12-06/30/12
Stern, Susan	ESL Read/Grade Writing Samples/IVC	07/01/12-08/10/12
Striedter, Anna	ESL Read/Grade Writing Samples/IVC	05/21/12-06/30/12
Striedter, Anna	ESL Read/Grade Writing Samples/IVC	07/01/12-08/17/12
Strong, Peggy	Reading Challenge/ESL Essays/SC	06/18/12-08/10/12
Tash, Sharon	Reading Challenge/ESL Essays/SC	06/18/12-08/10/12
Westover, Leo	Reading Challenge/ESL Essays/SC	06/18/12-08/10/12
Wilson, Jeff	ESL Read/Grade Writing Samples/IVC	05/21/12-06/30/12
Wilson, Jeff	ESL Read/Grade Writing Samples/IVC	07/01/12-08/17/12
Zimmerman, Ray	Reading Challenge/ESL Essays/SC	06/18/12-08/10/12
, ,	<i>5 55</i>	· · ·

D. <u>ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND</u>

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for 2011/2012 and 2012/2013 fiscal years.

		Not to	
		Exceed	
<u>Name</u>	<u>Activity</u>	Amount(\$)	Effective Date
Altman, Cheryl	Curriculum Dev. Allied Health/SC	3,373.16	03/01/12-05/17/12
Azadgan, Alexander	Coaching Bus. Writing Prgm/SC	500.00	01/09/12-05/31/12
Bagwell, Janet	BSI Project, English/SC	86.05	01/09/12-05/17/12
Bowman, Donald	Tutor Acct Program, Perkins/SC	800.00	01/09/12-05/31/12
Chu, Hencelyn	Facilitate Lab Field Svcs/SC	4,275.00	03/01/12-05/17/12
Chu, Hencelyn	Curric. Dev. Allied Health/SC	3,442.00	03/01/12-05/17/12
Chu, Hencelyn	Curric. Dev. Allied Health/SC	10,307.25	05/18/12-07/30/12
Cox, Barbara	Coord. Bus. Coaching Pgrm/SC	2,000.00	01/09/12-05/31/12
Evanow, Peter	Coaching Bus. Writing Pgrm/SC	750.00	01/09/12-05/31/12
Gilman, Bruce	BSI Project, English/SC	86.05	01/09/12-05/17/12
Goulding, Carrie	Basic Skill Wkshop, English/IVC	225.00	08/15/11-12/15/11
Guy, Georgina	Coordinator, CalWORKS/TANF/SC	4,935.00	08/20/12-12/19/12
Hill, Malia	Fashion a la Mode HS Pgrm/SC	1,800.00	04/24/12-05/30/12
Manchik, Victor	Research Pgrm, Perkins/SC	2,000.00	01/09/12-05/31/12
Mathur, Roopa	Curric./Program Dev/IVC	3,476.00	05/21/12-06/15/12
Mathur, Roopa	Research Social Media in Instr./IVC	600.00	05/21/12-06/15/12
Millovich, June	Perkins Grant Particip/Consult/SC	618.87	04/01/12-05/17/12
Nigrelli, Christina	Matric, Child Dev. Students/SC	2,208.88	01/09/12-05/17/12
Nigrelli, Christina	Perkins Grant Wkshop/SC	484.10	04/01/12-05/17/12
Pratt, Allison	Bus. Coaching Pgrm, Perkins/SC	500.00	01/09/12-05/31/12
Quinlan, Emily	Bus. Coaching Pgrm, Perkins/SC	750.00	01/09/12-05/31/12
Renault, Irene	Curric. Dev. Allied Health/SC	6,884.00	03/01/12-05/17/12
Renault, Irene	Curric. Dev. Allied Health/SC	7,009.00	05/18/12-07/30/12
Scott, Daniel	Curric. Dev. Entrep/IVC	600.00	05/21/12-06/15/12
Scott, Daniel	Curric. Dev. Entrep/IVC	3,476.00	05/21/12-06/15/12
Smith, Christina	Matric, Child Dev. Students/SC	2,208.88	01/09/12-05/17/12
Smith, Christina	Co-contributor Wkshop/Perkins	530.46	04/01/12-05/17/12
Stevenson, William	BSI Project, English	86.05	01/09/12-05/17/12
Tamialis, Barbara	Co-contributor Perkins Wkshop/SC	530.46	04/01/12-05/17/12
Tanriverdi, Fawn	Coordinator CalWORKS/IVC	3,442.00	08/20/12-12/19/12
Teng, Anthony	Tutor Acct. Pgrm/Perkins	1,200.00	01/09/12-05/31/12
Vidal-Prudholme, L.	Perkins Grant Coord. Mtg/SC	35.98	04/01/12-05/17/12

NAME: CADENCE WYNTER

POSITION: DEAN

Division of Social and Behavioral Sciences

Saddleback College

EDUCATION:

Ph.D. History – Latin America

University of Illinois

Chicago, IL

M.Ed. Education

University of Manchester Manchester, England

B.A. Social Sciences

The Open University Milton Keynes, England

EXPERIENCE:

Cadence Wynter has held leadership and management positions for most of her professional career. After completing a three-year teacher training program at London University, England, she taught throughout the age and ability range in high schools and colleges and worked as a further education counselor at Manchester College of Arts and Technology before moving to Chicago. She joined Columbia College Chicago in 1996 and has held positions of increasing responsibility including History Coordinator, a position in which she served for seven years in the Department of Liberal Education, now Humanities, History, and Social Sciences (HHSS). She served as Associate Chair for four years before she was appointed Acting Chair and currently serves as Interim Chair in HHSS, a large multi-discipline department serving nearly 6,000 students each semester. Dr. Wynter is an associate professor of History and African Diaspora Studies and has taught courses in Caribbean, Latin American, and African American history.

LICENSES AND CERTIFICATES:

- Certificate of Education: Teacher Training, secondary level (11-19 age range), All Saint College University of London
- Certificate in Counseling Skills: North-West Regional Advisory Consortium, England

PROFESSIONAL AFFILIATIONS:

- Association of Black Women Historians
- National Association of Ethnic Studies
- Labor and Working Class History Association

Association for the Study of African American Life and History

NAME: CHRISTINA BOWLES

POSITION: NURSING INSTRUCTOR, CATEGORICAL/GRANT FUNDED

Health Sciences and Human Services

Saddleback College

Full-Time, One Year Temporary

EDUCATION:

M.S.N. Nursing

California State University, Long Beach

Long Beach, CA

B.S.N. Nursing

California State University, Fullerton

Fullerton, CA

A.A. Nursing

Saddleback College Mission Viejo, CA

EXPERIENCE:

Ms. Bowles has been teaching Nursing for Saddleback College as a part-time Lecturer since September 2009. She has also been a teacher of Nursing as a part-time Faculty member for California State University, Long Beach since August 2007; and an Adjunct Professor for Santa Ana College from August 2007 to May 2011. Her breadth of teaching experience includes Medical, Surgical, and Critical Care. Ms. Bowles has also been employed in the Emergency Department with the University of California, Irvine (UCI) Medical Center as a Register Nurse since August 1997. She was also the Burn Program Manager for UCI, Medical Center from 2005 to 2007.

LICENSES AND CERTIFICATES:

- Registered Nurse California License
- Mobile Intensive Care Nurse (MICN) certified by Orange County Emergency Medical Services
- Basic Life Support Certified provider certified by the American Heart Association
- Pediatric Advanced Life Support provider certified by the American Heart Association
- Advanced Cardiac Life Support

PROFESSIONAL AFFILIATIONS:

- Member American Nurse Practitioner Association
- Founding Board Member National Law Enforcement Cancer Support Foundation

NAME: MICHELLE M. DUFFY

POSITION: READING INSTRUCTOR

Saddleback College Full Time, Tenure Track

EDUCATION:

Ed. D. Educational Leadership with Community College emphasis

(Dissertation Defense scheduled for May 17, 2012)

California State University, Fullerton

Fullerton, CA

M. S. Education with Reading emphasis

California State University, Fullerton

Fullerton, CA

B. A. Liberal Studies with Human Development concentration

California State University, Long Beach

Long Beach, CA

EXPERIENCE:

Ms. Duffy has been a part-time instructor in the Reading Department at Saddleback College since January 2006 and has taught a wide variety of remedial, developmental, and transfer level reading courses at Saddleback. In addition, Ms. Duffy has written curriculum and designed two Reading in the Sciences courses for Saddleback College, as well as given presentations at the California Reading and Learning Association International Conference and the Regional Western Assessment Conference. Since 2005, Ms. Duffy has also been an adjunct faculty member at California State University, Fullerton, teaching undergraduate courses in the Reading Department and graduate courses in the Reading Master's program. Additionally, before beginning her doctorate program in 2009, she worked as the writing coach for the College of Education at CSU, Fullerton assisting masters and doctorate students. Currently, Ms. Duffy has completed the doctorate coursework and is preparing to defend her dissertation. Prior to teaching at the college level, she worked for 12 years as an elementary teacher and has experience working on program review, assessment, curriculum design, and hiring committees.

HONORS/AWARDS:

• CSUF, Cracchiolo Scholarship for Curriculum Design

Fall 2009

• Nominated Teacher of the Year (Tustin Unified, Arroyo Elem.)

2002-2003

• Nominated Teacher of the Year (Clovis Unified, Cedarwood Elem.) 1997-1998

ACCOMPLISHMENTS:

- Reading Center Grant, Foundation for Clovis Schools, 1997, \$450
- Basic Skills Initiative Grant, Reading in the Sciences (Anatomy & Physiology), 2009, \$1400

NAME: ESTHER GRAVIS

<u>POSITION</u>: NURSING INSTRUCTOR

Health Sciences and Human Services

Saddleback College Full-Time, Tenure Track

EDUCATION:

M.S.N. Nursing

University Of Phoenix

Phoenix, AZ

B.S.N. Nursing

University Of Phoenix

Phoenix, AZ

EXPERIENCE:

Ms. Gravis has worked as a clinical instructor and lead lecture instructor since 2009 at El Camino Community College. She has demonstrated leadership skills as a part time instructor by being an active member in the faculty meetings, simulation committee, student development and the courses she has taught. She has revised the syllabus for several courses and worked with full time faculty to determine the students' best learning outcomes. She has worked, as a part time employee, as the chair for several nursing committees.

Since receiving a Master of Science degree in Nursing, she has continued to advance in her qualifications by receiving a Certified Pediatric Nurse Certification. This has given credibility to her work in the clinical and lecture setting. She has also made it a priority to attend conferences and lectures related to the pediatric and nursing field. She has maintained her nursing skills by continuing to work as a bedside nurse in a local community hospital.

LICENSES AND CERTIFICATES:

- Registered Nursing in California State # 661647
- Certified Paediatric Nurse, Paediatric Nursing Certification Board
- PALS Certified, American Heart Association
- BLS Certificated, American Heart Association

PROFESSIONAL AFFILIATIONS:

- Sigma Theta Tau
- Society of Pediatric Nurses

NAME: LAURA LEEDAHL

<u>POSITION</u>: NURSING INSTRUCTOR

Health Sciences and Human Services

Saddleback College Full-Time, Tenure Track

EDUCATION:

Ed.D. Education, Administration and Leadership

La Sierra University Riverside, CA

M.S.N. Nursing, Critical Care

California State University

Long Beach, CA

B.S.N. Nursing

Mount Saint Mary College

Newburgh, NY

EXPERIENCE:

Ms. Leedahl has been an Registered Nurse for 32 years. She served on active duty as an officer in the US Navy Nurse Corps for eight years. She served as a reservist for seven years and attained the rank of full Commander. She provided patient care, trained Navy Corpsmen, and maintained leadership opportunities associated with being an officer.

Ms. Leedahl worked as Charge Nurse and Nurse Educator for Critical Care at Mission Hospital in Mission Viejo for two years, she managed the Emergency Department and ICU,a and provided in-service classes at Inland Valley Regional Medical Center in Wildomar for two years. She has been employed full time as a tenure track instructor – full professor of medical-surgical nursing at San Bernardino Valley College for the past 19 years. She has concurrently worked providing direct patient care at local hospitals in order to maintain a high level of clinical competency. She has also been employed by the California Board of Registered Nursing as a Diversion Executive Committee member for the past 14 years.

LICENSES AND CERTIFICATES:

• Registered Nurse, ACLS, PALS, BLS, TNCC (Trauma Nurse Corps Course Certification)

PROFESSIONAL AFFILIATIONS:

Member of NLN and CTA

NAME: ORLANTHA NIN

POSITION: TRANSFER CENTER COORDINATOR

Saddleback College Full Time, Tenure Track

EDUCATION:

M.Ed. College Student Affairs

Azusa Pacific University

Azusa, CA

B.A. Psychology

Cal State University, Long Beach

Long Beach, CA

A.A. Psychology

Cerritos College Norwalk, CA

EXPERIENCE:

Orlantha Nin has been a part-time counselor and instructor in the Counseling Services and Special Programs Division at Saddleback College since August 2000. She has served as a counselor in the Transfer Center and the EOPS/CARE Program and has taught Applied Psychology 1, 161A and 161B. She has also taught First Year Experience courses at California State University, Long Beach and Multicultural Education courses at Cal Poly Pomona in addition to holding student affairs coordinator positions at Cal Poly Pomona and Cal State, Long Beach. Ms. Nin has nearly 20 years of experience in higher education.

HONORS/AWARDS:

- Project Manager of the Year, National Association for Campus Activities
- Outstanding Graduate Student, Azusa Pacific University

ACCOMPLISHMENTS:

• Certified Trainer in Franklin Covey, Situational Leadership I & II, Developmental Dimensions International and FISH!

NAME: KIARASH SHAFE

<u>POSITION:</u> MATHEMATICS INSTRUCTOR

Saddleback College Full Time, Tenure Track

EDUCATION:

M.S. Financial Mathematics

The University of Chicago

Chicago, IL

M.S. Applied Mathematics

University of California Irvine

Irvine, CA

B.S. Applied Mathematics

University of California Irvine

Irvine, CA

EXPERIENCE:

Mr. Kia Shafe has been a part-time instructor in the Mathematics Department at Saddleback College and Irvine Valley College since August 1999 and has taught a wide variety of mathematic courses at both colleges. Since 2009, Mr. Shafe has also been a course developer with the University of California Irvine, designing online mathematics contents for the distance education program. While completing his first Masters of Science degree at the University of California Irvine, he was a teaching assistant in a verity of mathematics courses. Mr. Shafe has over thirteen years of experience teaching developmental and transfer level courses at the college level.

HONORS/AWARDS:

University of California Irvine - Teaching Assistant of the year 1997

NAME: JEFF VOGEL

<u>POSITION</u>: READING INSTRUCTOR

Saddleback College Full Time, Tenure Track

EDUCATION:

Ed.D. Curriculum & Instruction, emphasis in Reading & Literacy

Liberty University Lynchburg, VA

Anticipated graduation - fall 2012 (In Dissertation Phase)

M.A. Education, Concentration: Reading

California State University, Stanislaus

Turlock, CA

Teaching Single Subject English & Business, CLAD certification

Credential San Diego State University

San Diego, CA

B.A. English; Minor: Business

California State University, Fresno

Fresno, CA

EXPERIENCE:

Mr. Jeff Vogel has been a part-time instructor in the Reading department at Palomar College since 2007 and during this time has taught remedial, developmental, and transfer level coursework that has included computer based reading lab instruction. He has also been a part-time instructor in both the English and Reading departments at MiraCosta College since 2008. In addition, for the past fifteen years, Mr. Vogel has been a full-time high school English and Journalism teacher; during this time, he has specialized in teaching struggling readers through the READ 180 and ESL programs. His test scores at both the high school and college levels have consistently been exemplary. He has published his master's thesis, has submitted two more papers for publication, and plans to publish his doctoral dissertation in the fall of 2012. Mr. Vogel's other areas of academic interests include architecture, business, history, linguistics, and sociology.

HONORS & AWARDS:

- National Board Certification of Teaching: Secondary Level English Instruction, 2011
- Teacher of Distinction Award: University of California Santa Barbara, 2007
- Teacher of the Year nominee: 1998, 2000, 2009

ACCOMPLISHMENTS:

- Master Teacher (for student teachers), CSU San Marcos and National University, 2006-present
- Creator and advisor for a print and online school newspaper at Oceanside High School, the result of which lead to several literary awards, numerous academic scholarships for his students, and more than 25 students moving on to college as journalism majors

NAME: JAMES PATRICK QUIGLEY II

POSITION: MATHEMATICS INSTRUCTOR

Saddleback College Full Time, Tenure Track

EDUCATION:

M.A. Applied Mathematics

California State University Fullerton

Fullerton, CA

B.A. Physics

University of California Berkeley

Berkeley, CA

EXPERIENCE:

Mr. Patrick Quigley began his teaching career at the middle school and high school levels. He has enjoyed being a member of the SOCCCD adjunct faculty for the last thirteen years. Other than in the classroom, his most fulfilling teaching role has been his participation in the development of the Algebra2go resources for math students at Saddleback College and around the world.

HONORS/AWARDS:

- Sloan-C Effective Practice Award, 2010
- MERLOT (The Multimedia Educational Resource for Learning and Online Teaching) Classics Award, 2010

LICENSES AND CERTIFICATES:

• Secondary Clear Credentials in Mathematics and Physics, CSU Long Beach

PROFESSIONAL AFFILIATIONS:

- Member of AMATYC (The American Mathematical Association of Two-Year Colleges).
- Member of NADE (The National Association for Developmental Education)

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.7 DATE: 5/21/12

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.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

A. <u>NEW PERSONNEL APPOINTMENTS</u>

- 1. <u>CLASSIFIED EMPLOYMENT</u> (Information Items Pursuant to Board Policy 4002.1)
 - a. COOK, SUSAN is to be employed as Administrative Assistant, Pos. #4354, Division of Mathematics, Sciences and Engineering, Saddleback College, Classified Bargaining Unit Salary Range 121, Step 1, 29 hours per week, 12 months per year, effective May 7, 2012. This is a replacement position for Joyce Speakman, who received a change in status.
 - b. MILLER, NATALIE is to be employed as Student Development Office Assistant, Pos. #4481, Student Development, Office of Student Services, Saddleback College, Classified Bargaining Unit Salary Range 121, Step 1, 29 hours per week, 12 months per year, effective May 21, 2012. This position was approved by the Board of Trustees on November 16, 2011.
- 2. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	Classification	Range/Step	Start Date
Adame, Samuel	Custodian/IVC	113/1	04/13/12
Gulley, Danny	Custodian/IVC	113/1	04/26/12
Gutierrez Rodriguez, A.	Custodian/IVC	113/1	04/13/12
Kim, Young	Programmer Analyst/IVC	142/1	03/19/12
Lee, Adriana	Veterans Office Assistant/SC	115/1	04/09/12
Minot, Mason	Lab. Technician, Life/Phys. Sci./IVC	122/1	04/25/12
Rystov, Alice	Lab. Technician, Life/Phys. Sci./IVC	122/1	04/25/12
Simard, Yannick	Graphic Designer/SC	130/1	04/24/12

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	Position	Hourly Rate(\$)	Start/End Date
Aguilar, Catherine	Project Specialist/SC	10.50	05/01/12-06/30/12
Anda, Dorith	Project Specialist/SC	8.50	04/04/12-06/30/12
Gregory, Matthew	TMD Aide/IVC	13.50	04/30/12-06/30/12
Jacobsen, Marybeth	Project Specialist/Dist.	18.00	04/15/12-06/30/12
Jaka, Samir	Project Specialist/Dist.	18.00	04/15/12-06/30/12
Kokesch, Joshua	TMD Aide/SC	10.50	05/01/12-06/30/12
Kwan, Susan	Project Specialist/Dist.	18.00	04/15/12-06/30/12
Magnetta, Jeri	Project Specialist/SC	20.00	04/26/12-06/30/12
Modrynski, Jason	Adapt. Kines. Aide/SC	10.50	04/24/12-06/30/12
Monells-Pellicer, Jan	Project Specialist/SC	13.00	05/01/12-06/30/12
Serrano, Carlos	Outreach Aide/SC	12.50	05/18/12-06/30/12
Shearman, Carrie	Project Specialist/SC	9.50	05/15/12-06/30/12

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2011/2012** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	Hourly Rate(\$)	Start/End Date
Sullivan, Desiree	Project Specialist/Dist.	12.00	04/24/12-06/30/12
Toice, Katrina	TMD Aide/SC	10.50	04/26/12-06/30/12
Yunes, Omar	Coaching Aide/SC	15.00	04/18/12-06/30/12

4. The following individuals are to be employed as **Short-Term** (**Temporary**) positions for the **2012/2013** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<pre>Hourly Rate(\$)</pre>	Start/End Date
¹ Aboga A, Kimverly	Child Dev. Center Aide/SC	10.00	07/01/12-12/31/12
Abrahams, Lawrence	Coaching Aide/IVC	15.00	07/01/12-12/31/12
Agortsas, Alexander	Coaching Aide/IVC	15.00	07/01/12-12/31/12
Aguilar, Catherine	Project Specialist/SC	10.50	07/01/12-12/31/12
Aguilar Rivera, Margarita	Project Specialist/SC	14.00	07/01/12-12/31/12
Aldrich, David	TMD Aide/IVC	10.50	07/01/12-12/31/12
Amos, Jay	Coaching Aide/SC	15.00	07/01/12-12/31/12
Anda, Dorith	Project Specialist/SC	8.50	04/04/12-12/31/12
Armstrong, Tracey	Adapt. Kines. Aide/SC	11.50	07/01/12-12/31/12
Artemov, Tatyana	Project Specialist/SC	16.00	07/01/12-12/31/12
Avalos, Khristina	Project Specialist/Dist.	18.00	07/01/12-12/31/12
Aviles, Denise	Project Specialist/Dist.	20.00	07/01/12-12/31/12
Baggs, Trudi	Spec. Proj. Coord./SC	35.00	07/01/12-12/31/12
Baird, Daniel	TMD Aide/SC	18.00	07/01/12-12/31/12
Barrientos, Belem	Project Specialist/SC	9.50	07/01/12-12/31/12
Bausch, Kathryn	TMD Aide/SC	8.50	07/01/12-12/31/12
Bracken, Nancy	TMD Aide/IVC	20.00	07/01/12-12/31/12
Bremen, Eric	Project Specialist/SC	13.00	07/01/12-12/31/12
Brock, Eric	Coaching Aide/SC	15.00	07/01/12-12/31/12
Brown, Darryl	Coaching Aide/SC	15.00	07/01/12-12/31/12
Brown, Lucy	Clerk, Short-Term/SC	15.00	07/01/12-12/31/12
Buchea, Jason	Project Specialist/IVC	14.00	07/01/12-12/31/12
Burkett, Austin	TMD Aide/SC	8.50	07/01/12-12/31/12
Butcher, Donald	Coaching Aide/SC	15.00	07/01/12-12/31/12
² Callian, Sarah	Project Specialist/IVC	15.00	07/01/12-12/31/12
² Callian, Ted	ST Campus Sec. Off./IVC	18.00	07/01/12-12/31/12
Campo, Enrique	Project Specialist/IVC	16.00	07/01/12-12/31/12
Cappuccilli, Anthony	Coaching Aide/IVC	15.00	07/01/12-12/31/12
Caras, Amber	TMD Aide/SC	9.50	07/01/12-12/31/12

¹ Step Daughter of Wesley Thomas, Senior Child Development Specialist, Children's Center, Office of Student Services, Saddleback College.

² Siblings, both work for the Office of Safety and Security, Irvine Valley College.

4. The following individuals are to be employed as **Short-Term** (**Temporary**) positions for the **2012/2013** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

Name	Position	Hourly Rate(\$)	Start/End Date
Carey, Peter	Coaching Aide/IVC	15.00	07/01/12-12/31/12
Carpenter, Allison	Project Specialist/IVC	13.00	07/01/12-12/31/12
Carranza, Frank	Project Specialist/SC	16.00	07/01/12-12/31/12
Carter-Ortega, Mary	Clerk, Short-Term/SC	11.00	07/01/12-12/31/12
³ Casillas, Meghan	Project Specialist/SC	18.00	07/01/12-12/31/12
Castro, Metztli	Outreach Aide/SC	11.50	07/01/12-12/31/12
Catalano, Torri	Coaching Aide/SC	15.00	07/01/12-12/31/12
Cervantes, Martha	Project Specialist/SC	15.50	07/01/12-12/31/12
Choe, Samuel	Coaching Aide/IVC	15.00	07/01/12-12/31/12
Ciago, Ronald	Project Specialist/IVC	20.00	07/01/12-12/31/12
Clemensen, David	TMD Aide/SC	20.00	07/01/12-12/31/12
Clute, Michael	Project Specialist/SC	10.50	07/01/12-12/31/12
Cohen, Heather	Project Specialist/SC	11.50	07/01/12-12/31/12
Conkey, Charles	Coaching Aide/SC	15.00	07/01/12-12/31/12
Conway, Carolina	Adapt. Kines. Aide/SC	11.50	07/01/12-12/31/12
Conway, Jason	Project Specialist/SC	10.50	07/01/12-12/31/12
Cook, Kathleen	CDC Project Specialist/SC	20.00	07/01/12-12/31/12
Cooper, Alexandra	TMD Aide/IVC	8.50	07/01/12-12/31/12
⁴ Cosmakos, Rachel	Project Specialist/SC	16.00	07/01/12-12/31/12
Cramer, Emily	Project Specialist/SC	16.00	07/01/12-12/31/12
Crocker, Jared	Coaching Aide/SC	15.00	07/01/12-12/31/12
Cueto, Catherine	Project Specialist/IVC	18.00	07/01/12-12/31/12
Cuevas, Mary Lynn	Project Specialist/SC	9.50	07/01/12-12/31/12
⁵ Dang, Hanh Quyen	Project Specialist/SC	13.00	07/01/12-12/31/12
Darby, Lucy	TMD Aide/SC	8.50	07/01/12-12/31/12
Davani, Farideh	TMD Aide/IVC	9.50	07/01/12-12/31/12
Davis, Edwin	Coaching Aide/SC	15.00	07/01/12-12/31/12
Daze, Jonathan	Coaching Aide/IVC	15.00	07/01/12-12/31/12
De Michele, Xavier	TMD Aide/SC	8.50	07/01/12-12/31/12
Dhillon, Rajanpal	Project Specialist/SC	16.00	07/01/12-12/31/12
Dill, Laura	Coaching Aide/SC	15.00	07/01/12-12/31/12
Druzhinina, Vita	Project Specialist/SC	13.00	07/01/12-12/31/12
Duke, Mardi	Project Specialist/SC	8.50	07/01/12-12/31/12
Ellis, Reggie	Coaching Aide/SC	15.00	07/01/12-12/31/12
Farah, Jaclyn	Child Dev. Center Aide/SC	12.00	07/01/12-12/31/12
Fellner, John	Project Specialist/SC	9.00	07/01/12-12/31/12
Fickenscher, Joshua	Project Specialist/IVC	20.00	07/01/12-12/31/12
Fitzgerald, Anne	Project Specialist/Dist.	20.00	07/01/12-12/31/12

³ Daughter of Lurdes Casillas, Senior Administrative Assistant, Office of Admissions, Records and Enrollment Services, Saddleback College.

⁴ Daughter of Pete Cosmakos, Independent Contractor for Community Education, Saddleback College.

⁵ Sister of Hoang-quyen Dang, Financial Aid Specialist, Financial Aid, Office of Student Services, Saddleback College.

4. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2012/2013** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

Name	Position	Hourly Rate(\$)	Start/End Date
Fletcher, Jenny	Adapt. Kines. Aide/IVC	9.00	07/01/12-12/31/12
Flippin, Mark	Coaching Aide/IVC	15.00	07/01/12-12/31/12
Florentino, Yesenia	Project Specialist/SC	14.00	07/01/12-12/31/12
Formaneck, Donald	TMD Aide/IVC	20.00	07/01/12-12/31/12
Fox, Geoffrey	Coaching Aide/SC	15.00	07/01/12-12/31/12
Fox, Jill	Clerk, Short-Term/SC	14.00	07/01/12-12/31/12
Galvan, Nicolas	Project Specialist/SC	14.00	07/01/12-12/31/12
Garcia, Erika	Project Specialist/SC	12.50	07/01/12-12/31/12
Garcia Carmona, Javier	Project Specialist/SC	9.50	07/01/12-12/31/12
Garey, Jason	Coaching Aide/IVC	15.00	07/01/12-12/31/12
Garig-Meyer, Andrew	Project Specialist/SC	14.00	07/01/12-12/31/12
Gaynor-Walsh, Michelle	Project Specialist/SC	20.00	07/01/12-12/31/12
Geier, Brian	Adapt. Kines. Aide/SC	20.00	07/01/12-12/31/12
Ghaffari, Azadeh	Project Specialist/SC	16.00	07/01/12-12/31/12
Gibbs, Shannon	Project Specialist/IVC	15.00	07/01/12-12/31/12
Gibson, Patrick	Project Specialist/SC	12.50	07/01/12-12/31/12
Givarginzia, Matthew	Project Specialist/IVC	16.00	07/01/12-12/31/12
Gomez, Fermin	Outreach Aide/SC	11.50	07/01/12-12/31/12
Gregory, Matthew	TMD Aide/IVC	13.50	07/01/12-12/31/12
Guadarrama, Edgar	Project Specialist/IVC	16.00	07/01/12-12/31/12
Hambric, Sandra	Project Specialist/IVC	15.00	07/01/12-12/31/12
Han, Jackie	Project Specialist/SC	20.00	07/01/12-12/31/12
Harris, Ashleigh	TMD Aide/SC	8.50	07/01/12-12/31/12
Hartwell, Keith	Outreach Aide/SC	12.50	07/01/12-12/31/12
Haynes, Genevieve	Project Specialist/SC	16.00	07/01/12-12/31/12
Hazavei, Ali	TMD Aide/IVC	8.50	07/01/12-12/31/12
Hellriegel, John	Project Specialist/SC	18.00	07/01/12-12/31/12
Hernandez, Joany	TMD Aide/SC	10.50	07/01/12-12/31/12
Hodosh, Seth	Adapt. Kines. Aide/SC	11.50	07/01/12-12/31/12
Hogan, Michael	Coaching Aide/SC	15.00	07/01/12-12/31/12
Holland, Larry	Coaching Aide/SC	15.00	07/01/12-12/31/12
Hood, Ryan	TMD Aide/IVC	12.50	07/01/12-12/31/12
Hughes, Jacob	Adapt. Kines. Aide/SC	9.50	07/01/12-12/31/12
Hutton, Marie	Project Specialist/SC	9.50	07/01/12-12/31/12
Hyde, Heidi	TMD Aide/SC	10.50	07/01/12-12/31/12
Ibarra, Marleth	Project Specialist/SC	10.50	07/01/12-12/31/12
Irion, Jacob	Coaching Aide/SC	15.00	07/01/12-12/31/12
Jacobsen, Marybeth	Project Specialist/Dist.	18.00	07/01/12-12/31/12
Jahan, Adam	TMD Aide/SC	9.00	07/01/12-12/31/12
Jaka, Samir	Project Specialist/Dist.	18.00	07/01/12-12/31/12
Jaramillo, Linda	Clerk, Short-Term/SC	11.50	07/01/12-12/31/12
Jarema, Veronica	TMD Aide/SC	9.50	07/01/12-12/31/12
Johnson, Scott	TMD Aide/IVC	10.50	07/01/12-12/31/12

4. The following individuals are to be employed as **Short-Term** (**Temporary**) positions for the **2012/2013** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	Hourly Rate(\$)	Start/End Date
Jones, David	Project Specialist/IVC	14.00	07/01/12-12/31/12
Jost, Donna	Project Specialist/SC	18.00	07/01/12-12/31/12
Khabovets, Kristina	Project Specialist/SC	15.50	07/01/12-12/31/12
Kim, Young	Project Specialist/IVC	8.50	07/01/12-12/31/12
Klein, Marisa	Project Specialist/SC	16.00	07/01/12-12/31/12
Klink, John	Coaching Aide/SC	15.00	07/01/12-12/31/12
Knopick, Eric	Adapt. Kines. Aide/SC	8.50	07/01/12-12/31/12
Kochanski, Jennifer	Project Specialist/IVC	18.00	07/01/12-12/31/12
Kohlhas, Paul	Project Specialist/IVC	14.00	07/01/12-12/31/12
⁶ Kokesch, Aaron	TMD Aide/IVC	20.00	07/01/12-12/31/12
⁶ Kokesch, Joshua	TMD Aide/SC	10.50	07/01/12-12/31/12
Kristjanson, Johann	DSPS Proctor/SC	16.00	07/01/12-12/31/12
Kwan, Susan	Project Specialist/Dist.	18.00	07/01/12-12/31/12
Kwok, Anne	Project Specialist/SC	16.00	07/01/12-12/31/12
La Londe, Mia	Child Dev. Center Aide/SC	10.00	07/01/12-12/31/12
Lapinski, Zachary	TMD Aide/SC	9.50	07/01/12-12/31/12
Lee, Adriana	Clerk, Short-Term/SC	15.00	07/01/12-12/31/12
Leigh, Alexander	TMD Aide/SC	20.00	07/01/12-12/31/12
Levine, Samantha	Child Dev. Center Aide/SC	10.00	07/01/12-12/31/12
Lindahl, Glenda	Project Specialist/SC	16.00	07/01/12-12/31/12
Lucas, Richard	TMD Aide/IVC	12.50	07/01/12-12/31/12
Lye, Lain	Project Specialist/IVC	14.00	07/01/12-12/31/12

5. The following individuals are to be employed as **Student Help** (**Temporary**), Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2011/2012** academic year.

<u>Name</u>	Start/End Date
Amy, John	04/15/12-06/30/12
Do, Tu	04/19/12-06/30/12
Dulawan, Christina	04/15/12-06/30/12
Malik, Amber	04/15/12-06/30/12
McGee, LaToya	04/24/12-06/30/12
Qader, Sheila	04/15/12-06/30/12
Rasouli, Mohammad	04/15/12-06/30/12
Roberts-Tessler, Sebastian	04/11/12-06/30/12
Sandoval, Molly	04/15/12-06/30/12

May 21, 2012

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⁶ Siblings, both work in the School of Fine Arts, Irvine Valley College. Aaron Kokesch is also as a Part-time Lecturer, in the School of Fine Arts, Saddleback College.

6. 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)

Name	Position	Not to Exceed (\$)	Start/End Date
Aisner, Tyler	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
Bagherieh, Ahmad	Tutor/SC	12.00/hr	04/13/12-06/30/12
Baldree, Kelsey	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
Chacon, Justine	Rec. Leader/SC	20.00/hr	05/01/12-06/30/12
Cosgrove, Victoria	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
Davidson, Kelsey	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
Deason, Ryan	Clinical Skills Spec./S	SC 30.00/hr	04/24/12-06/30/12
Dillon, Ryan	Rec. Aide/SC	10.00/hr	05/01/12-06/30/12
Do, Tu	Tutor/IVC	12.00/hr	04/19/12-06/30/12
Geronimo, Alex	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
Guiral, Kylie	Rec. Aide/SC	10.00/hr	05/01/12-06/30/12
⁷ Hall, Kieli	Rec. Aide/SC	10.00/hr	05/01/12-06/30/12
Hammon, Natalie	Rec. Leader/SC	20.00/hr	05/01/12-06/30/12
Heavlin-Martinez, Jeremy	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
Heidarpour, Negar	Tutor/SC	12.00/hr	04/15/12-06/30/12
Heinze, Elizabeth	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
Hetschel, Alyssa	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
Hewitt, Brittney	Rec. Leader/SC	20.00/hr	05/01/12-06/30/12
Hillis, Samantha	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
⁸ Hilton, Natasha	Rec. Leader/SC	20.00/hr	05/01/12-06/30/12
Hirschmann, Samuel	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
Janke, Janelle	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
Jenkins, Angelina	Model/IVC	22.00/hr	04/11/12-06/30/12
Kephart, Dennis	Tutor/SC	12.00/hr	04/15/12-06/30/12
⁹ Klein, Kristopher	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
¹⁰ Landingham, Lindsey	Rec. Aide/SC	10.00/hr	05/01/12-06/30/12
¹¹ Lawson, Andrew	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
¹¹ Lawson, Hannah	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
Lefevre, Zachary	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
Lin, Eric	Tutor/SC	12.00/hr	04/15/12-06/30/12
Lowe, Christina	Rec. Aide/SC	10.00/hr	05/01/12-06/30/12
¹² Mackey, Marica	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
¹² Mackey, Sierralynn	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
¹³ Marandola, Alessandra	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
¹³ Marandola, Christina	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12

⁷ Daughter of Linda Hall, Senior Administrative Assistant, Social and Behavioral I Sciences, Saddleback College.

⁸ Daughter of Carol Hilton, Vice President of Administrative Services, College Fiscal Services, Saddleback College.

⁹ Brother of Marisa Klein, Office of Community Education, Saddleback College.

¹⁰ Daughter of Gabrielle Landingham, Senior Administrative Assistant, Counseling Services and Special Programs.

¹¹ Siblings, all work for Office of Community Education, Saddleback College.

¹² Siblings, both work for Office of Community Education, Saddleback College.

¹³ Siblings, both work for Office of Community Education, Saddleback College.

6. 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)

Name	<u>Position</u>	Not to Exceed (\$)	Start/End Date
Masters, Cara	Rec. Aide/SC	10.00/hr	05/01/12-06/30/12
McDaniel, Caili	Rec. Aide/SC	10.00/hr	05/01/12-06/30/12
McGervey, Patrick	Rec. Leader/SC	20.00/hr	05/01/12-06/30/12
Miller, Michael	Rec. Leader/SC	20.00/hr	05/01/12-06/30/12
Mitchell, Lindsay	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
Neville, Michelle	Rec. Leader/SC	20.00/hr	05/01/12-06/30/12
Nowland, Sarah	Rec. Leader/SC	20.00/hr	05/01/12-06/30/12
O'Gorman, Mackenzie	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
¹⁴ Paretta, Alexandra	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
¹⁴ Paretta, Francesca	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
Porzuczek, Paul	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
Richter, Crystal	Rec. Leader/SC	20.00/hr	05/01/12-06/30/12
Ruppert, Beverly	Clinical Specialist/SC	30.00/hr	04/26/12-06/30/12
Sandell, Elizabeth	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
Stanley, Barak	Rec. Aide/SC	10.00/hr	05/01/12-06/30/12
¹⁵ Stowell, Breanna	Rec. Leader/SC	20.00/hr	05/01/12-06/30/12
¹⁵ Stowell, Rylee	Rec. Leader/SC	20.00/hr	05/01/12-06/30/12
Strogatz, Brooke	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
Swartzbaugh, Katy	Rec. Leader/SC	20.00/hr	05/01/12-06/30/12
Taber, Clyde	Sr. Lifeguard/SC	16.00/hr	05/01/12-06/30/12
Velker, Lyndsey	Rec. Aide/SC	10.00/hr	05/01/12-06/30/12
Wallin, Summer	Rec. Leader/SC	20.00/hr	05/01/12-06/30/12
Webber, Allyson	Rec. Aide./SC	10.00/hr	05/01/12-06/30/12
Williams, Mariel	Rec. Leader/SC	20.00/hr	05/01/12-06/30/12
Zwicker, Kristen	Rec. Leader/SC	20.00/hr	05/01/12-06/30/12

7. The following individuals are to be employed on a temporary basis, as **Professional Expert** (Community and Contract Education), Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2012/2013** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	Not to Exceed (\$)	Start/End Date
Adney, Curtis	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Aisner, Tyler	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
Alderson, Keanon	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Allah, Nancy	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Austin Funnemark, Berit	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Bagherieh, Ahmad	Tutor/SC	12.00/hr	04/13/12-06/30/12
Balbirnie, Lisa	Interpreter IV/SC	42.00/hr	07/01/12-06/30/13

¹⁴ Siblings, both work for Office of Community Education, Saddleback College.

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¹⁵ Siblings, both work for Office of Community Education, Saddleback College.

Name	<u>Position</u>	Not to Exceed (\$)	Start/End Date
Baldree, Kelsey	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
Blanco, Sylvia	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Boland, Mary	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Bregozzo, Dorothy	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
¹⁶ Brewington, H.	Interpreter IV/SC	42.00/hr	07/01/12-06/30/13
Briar, Jeffrey	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Broida, David	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Brown, Colleen	Cert. Test Proctor/IV	C 12.50/hr	07/01/12-06/30/13
Brown, David	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Burke, Shaun	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Burns, Kathryn	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Burns, Stephen	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Calabretta-Dawson, Mara	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Calen, Catherine	Interpreter V/SC	45.00/hr	07/01/12-06/30/13
Caramagno, Sebastian	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Casado, Sandra	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Caverly, Carolin	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Celestino, Brandi	Captionist/SC	42.00/hr	07/01/12-06/30/13
Chacon, Justine	Rec. Leader/SC	20.00/hr	07/01/12-08/31/12
Choi, Young	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Clements, Matthew	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Collas, Ivans	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Coplan, Adam	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Cosgrove, Victoria	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
Coutras, Kelly	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Davidson, Kelsey	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
Deason, Ryan	Clinical Specialist/SC	30.00/hr	07/01/12-06/30/13
Dexter, Stephen	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Dilley, Steven	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Dillon, Ryan	Rec. Aide/SC	10.00/hr	07/01/12-08/31/12
Disrud, Samuel	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Do, Tu	Tutor/IVC	12.00/hr	07/01/12-06/30/12
Fernald, Theresa	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Fiore-Burton, Rene	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
¹⁷ Fong, Fleur	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
¹⁷ Fong, Sharon	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Forehan, Marjorie	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Francisco, David	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13

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¹⁶ Elizabeth Brewington, Clinical Specialist and Nursing Instructor, Health Sciences & Human Services, Saddleback College and John Brewington, Clinical Specialist, Health Sciences & Human Services, Saddleback College are spouses and brother/brother-law respectively of H. James Brewington, Interpreter, DSP&S, Saddleback College & Irvine Valley College.
¹⁷ Siblings, both work for Office of Community Education, Irvine Valley College.

Name	<u>Position</u>	Not to Exceed (\$)	Start/End Date
Geller, Valerie	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Geronimo, Alex	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
Gluckson, Ruthe	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Goffin, Charles	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Gorman, Ron	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Gouney, Georgy	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Grane, Barbara	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Greenspan, Frances	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Grimalda, Andrew	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Guest, Noah	Cert. Test Proctor/IVO	C 12.50/hr	07/01/12-06/30/13
Guiral, Kylie	Rec. Aide/SC	10.00/hr	07/01/12-08/31/12
⁷ Hall, Kieli	Rec. Aide/SC	10.00/hr	07/01/12-08/31/12
Hammon, Natalie	Rec. Leader/SC	20.00/hr	07/01/12-08/31/12
Hanacek, Amy	Cert. Test Proctor/IVO	C 12.50/hr	07/01/12-06/30/13
Hanna Chase, Donna	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Harriger, James	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Harris, Randeleigh	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Haynes, Chris	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Heavlin-Martinez, Jeremy	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
Heinze, Elizabeth	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
Helmstetter, Patrick	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Henderson, Carrie	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Hernandez, Annette	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Hetschel, Alyssa	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
Hewitt, Brittney	Rec. Leader/SC	20.00/hr	07/01/12-08/31/12
Hillis, Samantha	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
⁸ Hilton, Natasha	Rec. Leader/SC	20.00/hr	07/01/12-08/31/12
Hirschmann, Samuel	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
Hodges, John	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
¹⁸ Huggins, Jennifer	Cert. Test Proctor/IVO	C 12.50/hr	07/01/12-06/30/13
Hurley, Regina	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Hutchinson, Charlene	Interpreter V/SC	45.00/hr	07/01/12-06/30/13
Hyttsten, Jaynee	Interpreter III/SC	25.00/hr	07/01/12-06/30/13
Jacinto, Carolyn	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Jacobs, Louise	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Janiga, Beulahjoy	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Janke, Janelle	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
Jeffers, Sarah	Interpreter IV/SC	42.00/hr	07/01/12-06/30/13
Johannsen, Daryl	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13

¹⁸ Daughter of Barbara Huggins, Nursing Instructor, Division of Health Sciences and Human Services, Saddleback College.

Name	Position	Not to Exceed (\$)	Start/End Date
Johnson, Belma	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Johnson, Matthew	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Kandel, Marlene	Interpreter IV/SC	42.00/hr	07/01/12-06/30/13
Kennard, Alan	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Kim, Cecelia	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
⁹ Klein, Kristopher	Sr. Lifeguard/SC	16.00/hr	07/01/12-06/30/13
Konstant, Eugene	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Kramer, Kathryn	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Kwon, Chung	Captionist/SC	42.00/hr	07/01/12-06/30/13
Kyne, Jennie	Captionist/SC	42.00/hr	07/01/12-06/30/13
Landes, Mary	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
¹⁰ Landingham, Lindsey	Rec. Aide/SC	10.00/hr	07/01/12-08/31/12
Lane, Eugenia	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Larragoiti, Nancy	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
¹¹ Lawson, Andrew	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
¹¹ Lawson, Hannah	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
¹¹ Lawson, Justine	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Lee, Christopher	Cert. Test Proctor/IVO	C 12.50/hr	07/01/12-06/30/13
Lefevre, Zachary	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
Leipzig, George	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Lippert, Carol	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Little, Laura	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Long, Shelby	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Lowe, Christina	Rec. Aide/SC	10.00/hr	07/01/12-08/31/12
Lowe, Lesley	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Luis, Geoffrey	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
¹² Mackey, Marica	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
¹² Mackey, Sierralynn	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
¹³ Marandola, Alessandra	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
¹³ Marandola, Christina	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
Masters, Cara	Rec. Aide/SC	10.00/hr	07/01/12-08/31/12
Mayenzet, Maria	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
¹⁹ McCaughey, Colin	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
McDaniel, Caili	Rec. Aide/SC	10.00/hr	07/01/12-08/31/12
McGervey, Patrick	Rec. Leader/SC	20.00/hr	07/01/12-08/31/12
Messenger, Lisa	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Meyer, Tara	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Meyerson, Richard	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Michele, Mikki	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Mikhail, Sameira	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13

¹⁹ Husband of Monique Brass, Part-Time Lecturer, Irvine Valley College.

Name	Position	Not to Exceed (\$)	Start/End Date
Miller, Michael	Rec. Leader/SC	20.00/hr	07/01/12-08/31/12
²⁰ Miller, Nancy	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Miller, Susan	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Mitchell, Lindsay	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
Moran, Elaine	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Napoli, William	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Nelson, Christy	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Neville, Michelle	Rec. Leader/SC	20.00/hr	07/01/12-08/31/12
Nicholls, William	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Nowland, Sarah	Rec. Leader/SC	20.00/hr	07/01/12-08/31/12
O'Connell, Jalon	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
O'Gorman, Mackenzie	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
Ovadia, Nargues	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
¹⁴ Paretta, Alexandra	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
¹⁴ Paretta, Francesca	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
Peterson, Edward	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Phillip, Diana	Interpreter IV/SC	42.00/hr	07/01/12-06/30/13
Pidgeon-Pagliei, Jennifer	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Pinto, Andrew	Cert. Test Proctor/IV		07/01/12-06/30/13
Porzuczek, Paul	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
Poth, Janet	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Prather, Jeanette	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Quade, Joyce	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Ramirez, Michael	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Records, Louise	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Richter, Crystal	Rec. Leader/SC	20.00/hr	07/01/12-08/31/12
Rigali, Rebecca	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Rodriguez, Cynthia	Interpreter III/SC	25.00/hr	07/01/12-06/30/13
²⁰ Rounds, Michael	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Rubin, Katie	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Rudmann, Brent	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Salazar, Irma	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Sandell, Elizabeth	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
Schader, Pamela	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Schiff, Maureen	Interpreter IV/SC	42.00/hr	07/01/12-06/30/13
Schoon, JoAnna	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Scodeller, Emil	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Scott, Allison	Interpreter III/SC	25.00/hr	07/01/12-06/30/13
Sharar, Erica	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Shields, Judith	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13

²⁰ Nancy Miller and Michael Rounds are spouses, and both work in Community Education, Saddleback College.

Name	Position	Not to Exceed (\$)	Start/End Date
Shoemaker, Parry	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Shoro, Natasha	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Sipes, Jessica	Interpreter IV/SC	42.00/hr	07/01/12-06/30/13
Skinner, Diane	Interpreter IV/SC	42.00/hr	07/01/12-06/30/13
Smith, Elizabeth	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Smith, Michelle	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Song, Kyong	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Stanley, Barak	Rec. Aide/SC	10.00/hr	07/01/12-08/31/12
Stockler, Barbara	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
¹⁵ Stowell, Breanna	Rec. Leader/SC	20.00/hr	07/01/12-08/31/12
¹⁵ Stowell, Rylee	Rec. Leader/SC	20.00/hr	07/01/12-08/31/12
Strogatz, Brooke	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
Stuart, Idamae	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Swartzbaugh, Katy	Rec. Leader/SC	20.00/hr	07/01/12-08/31/12
Taber, Clyde	Sr. Lifeguard/SC	16.00/hr	07/01/12-08/31/12
Taylor, Karen	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Trani, Nicholas	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Tung, Haiyun	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Turney, Jason	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Uhlman, John	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Unoura, Susan	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Velker, Lyndsey	Rec. Aide/SC	10.00/hr	07/01/12-08/31/12
Wallin, Summer	Rec. Leader/SC	20.00/hr	07/01/12-08/31/12
Wang, You-Sui	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Webber, Allyson	Rec. Aide/SC	10.00/hr	07/01/12-08/31/12
Wilbourn, Charles	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Williams, Mariel	Rec. Leader/SC	20.00/hr	07/01/12-08/31/12
Wood Harris, Jan	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Worcester, Pamela	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Yarnton, Todd	Comm. Ed./IVC	2500.00/cs	07/01/12-06/30/13
Young, Brian	Cert. Test Proctor/IVO	C 12.50/hr	07/01/12-06/30/13
Yunes, Omar	Sr. Lifeugard/SC	16.00/hr	07/01/12-08/31/12
Zelinger, Camryn	Comm. Ed./SC	2500.00/cs	07/01/12-06/30/13
Zwicker, Kristen	Rec. Leader/SC	20.00/hr	07/01/12-08/31/12

B. CHANGE OF STATUS

1. CLASSIFIED EMPLOYMENT

a. MAROTTA, RINA, ID #14146, Clerical Assistant, Pos. #4479, Classified Bargaining Unit Salary Range 113, Step 1, 20 hours per week, 10 months per year, Extended Education, School of Academic Programs, Irvine Valley College, has been given a temporary increase in hours to 40 hours per week, without entitlement to health and welfare benefits, pursuant to Article 7.3.1.1 of the C.S.E.A. contract, effective April 16, 2012 through April 30, 2012.

2. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)

- b. BLASSINGAME, MARGARET, ID #18087, Administrative Assistant, Pos. #4359, Classified Bargaining Unit Salary Range 121, Step 2, 20 hours per week, 12 months per year, Office of Safety and Security, Irvine Valley College, has been granted a lateral transfer to Administrative Assistant, Pos. #4506, Classified Bargaining Unit Salary Range 121, Step 2, 40 hours per week, 12 months per year, School of Physical Science and Life Sciences, Irvine Valley College, effective May 2, 2012. This position was approved by the Board of Trustees on February 27, 2012, as a replacement for Lizabeth Nichols, from Pos. #3472.
- c. HALL, LINDA, ID #12166, Senior Administrative Assistant, Pos. #3243, Classified Bargaining Unit Salary Range 127, Step 6, 40 hours per week, 12 months per year, Division of Social and Behavioral Sciences, Saddleback College, has been granted a lateral transfer to 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, effective May 14, 2012.

C. OUT OF CLASS ASSIGNMENTS

- 1. ARAIZA, J. ARTURO, ID #14589, Senior Counseling Office Assistant, Pos. #3439, a temporary assignment, Classified Bargaining Unit Salary Range 119, Step 1, 40 hours per week, Division of Counseling Services and Special Programs, Saddleback College, ended on March 23, 2012 and returned to permanent assignment as Counseling Office Assistant, Pos. #3442, Classified Bargaining Unit Salary Range 115, Step 2, 40 hours per week, 12 months per year, Division of Counseling Services and Special Programs, Saddleback College, effective March 23, 2012.
- 2. TY, DIJIAN-LUKE, ID #16067, Laboratory Technician, Life and Physical Sciences, Pos. #4032, Classified Bargaining Unit Salary Range 122, Step 4, 40 hours per week, 12 months per year, School of Physical and Life Sciences, Irvine Valley College, has been given a temporary change in assignment to Senior Laboratory Technician, Pos. #1245, Classified Bargaining Unit Salary Range 130, Step 1, 40 hours per week, plus 5% shift, School of Physical and Life Sciences, Irvine Valley College, effective, April 25, 2012. This is a temporary reassignment for Jamie Smith, who is on leave.

D. <u>LEAVE OF ABSENCE</u>

- 1. COWLEY, SCOTT, ID #1495, Lead Groundskeeper, Pos. #3449, Classified Bargaining Unit Salary Range 124, Step 6, 40 hours per week, 12 months per year, Facilities Maintenance, Office of Physical Plant, Saddleback College has been approved for an additional six month leave of absence without pay, but with benefits, effective April 18, 2012 through October 17, 2012.
- 2. CURIEL, JOE, ID #14766, Custodian, Pos. #1315, Classified Bargaining Unit Salary Range 113, Step 6, 40 hours per week, 12 months per year, Facilities Custodial, Office of Physical Plant, Irvine Valley College has been approved for a one month leave of absence without pay, but with benefits, effective May 16, 2012 through June 15, 2012.

E. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the 2011/2012 and 2012/2013 academic year.

School of Business Sciences

Littauer, Stephen

KNEA, Counseling Services and Special Programs, Saddleback College

Harvey, Michael Martin, Imelda Vlasova, Yelena

School of Fine Arts, Irvine Valley College

Berthomieus, Laurent Berthomieus, Link Berthomieus, Surya Caldanarson, Olivier Debrabant, Bea Mathea, Vendetta Nicolas, Garslault

Fine Arts and Media Technology, Saddleback College

Allert, Annika	Allert, Jennifer	Berkson, Brianna	Berkson, Nancy
Eden, Samie	Fallon, Ruth	Howe, Bailey	Howe, Terese
Lee, Alexandra	Lee, Amanda	Lee, Cyndi	Lee, Janet
Miscione, Breanna	Miscione, Shari	Monroe, Carol	Monroe, Skye
O'Connor, Claire	O'Connor, Jody	Priest, Liza Amalia	Shreve, Katie
Shreve, Kendra	Tilton, Emma	Tilton, Jill	Wolford, Barbara
Wolford, Miranda	Zani, Courtney	Zani, Medora	

KSBR, Fine Arts and Media Technology, Saddleback College

Baldwin, Paul	Bergstrom, Eric	Blue, Kathy
Czapski, Casey	Duson, Temika	Eddy, Katie
Eddy, Paul	Eldridge, Linda	Flournoy, Brycen
Flournoy, Craig	Flournoy, DeAnna	Frank, Judd
Gilmore, Sharon	Goodman, Es	Gozony, Ferenc
Hansen, Bryan	Hardwegg, John	Hardwegg, Susan
Hawthorne, Leslie	Hayes, Eric	Hurt, Jay
Kalajian, Thomas	Katzmark, Karen	Keller, Knych
Lefler, Mari Beth	Leigh, Victoria	Levin, Neil
	Czapski, Casey Eddy, Paul Flournoy, Craig Gilmore, Sharon Hansen, Bryan Hawthorne, Leslie Kalajian, Thomas	Czapski, Casey Eddy, Paul Flournoy, Craig Gilmore, Sharon Hansen, Bryan Hawthorne, Leslie Kalajian, Thomas Duson, Temika Eldridge, Linda Flournoy, DeAnna Goodman, Es Hardwegg, John Hayes, Eric Katzmark, Karen

E. **VOLUNTEERS** - Continued

1. The following individuals are to be approved as Volunteers for the 2011/2012 and 2012/2013 academic year.

KSBR, Fine Arts and Media Technology, Saddleback College

Lewis, Chris	Lugo, Laurene	McCauley, Patricia	McCluey, Lynn
Merrill, Stephen	Merrow, Judie	Miller, Robin	Milligan, Deirdre
Nash, Alma	Okuda, Debbie	Orgeron, Donna	Polinski, Mary
Reid, Doug	Resendez, Cynthia	Resendez, Roxanne	Resendez, Ryan
Reyes, Josh	Robinson, Linda	Salvati, Frances	Schwartz, Mark
Scott, Ian	Scott, Janice	Seaman, Melissa	Seifert, Celeste
Shab, Gillan	Strau, Jessica	Stephenson, Sandra	Thomas, Ginnie
Thompson, Nancy	Van Winkle, Norm	Volzke, Johathan	Wedel, Harry

School of Guidance and Counseling, Irvine Valley College

Krapivkin, Tim Rezvani, Kimia Sullivan, Sean

School of Humanities and Languages, Irvine Valley College

Ito, Tomoko	Hagiwara, Yoko	Havada, Tomoko	Igushi, Yuki
Kobayashi, Makiko	Masunaga, Chihiro	Moriguchi, Teiko	Moriwaki, Chiyako
Nozaki, Mari	Sonoyama, Yoshie	Suzuki, Mayuko	Takai, Sachie
Tsukamoto, Susumu	Yi, Sarah	Yokoyama, Yukiko	

School of Library Services, Irvine Valley College

Dangat, Arya

Learning Assistance Prog., Online Education and Learning Resources, Saddleback College Hassanzadeh, Azeen Ward, Thomas Watt, Deborah

Social and Behavioral Sciences, Saddleback College

Gale, Brittany

Library Science, Irvine Valley College

Trivedi, Parinita

Online Education and Learning Resources, Saddleback College

Wilks, Don

School of Physical Sciences and Technology, Irvine Valley College

Nguyen, Van

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.8 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: SOCCCD Police Officers Association Master Agreement

ACTION: Approval

BACKGROUND

The prior collective bargaining agreement between South Orange County Community College District (District) and the South Orange County Community College District Police Officers Association (POA) expired June 30, 2010. District and SOCCCD POA agreed to work under conditions of the previous agreement from 7/1/2010 through June 30, 2012. The District and SOCCCD POA negotiators have reached a tentative agreement for the period of July 1, 2012 through June 30, 2015. SOCCCD POA completed a ratification election on May 21, 2012.

STATUS

California Government Code Section 3547 et seq. requires the disclosure of costs associated with a collective bargaining agreement. The costs of the agreement with POA for the three-year period, as displayed in Exhibit A, are estimated to be \$32,047.00, including benefits. A final copy of the Tentative Agreement is attached as Exhibit B.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Police Officers Association Master Agreement (Exhibit B) between the District and POA for the term July 1, 2012 to June 30, 2015, as ratified by POA in an election concluded May 21, 2012, and authorize the Chancellor to execute the agreement with estimated costs of \$32,047.00 for the three-year period.

Item Submitted By: David Bugay, Ph.D., Vice Chancellor, Human Resources

Estimated POA Tentative Agreement Costs

- 3 Year Cost of increasing 14 POA employees 1.2% in Year 1:

	Annual Cost					
	2012-13		2013-14		2014-15	
	1.2% Increase		0.0% Increase		0.0% Increase	
Annual Salary Increase	\$	8,865	\$	-	\$	-
20.5% Benefits		1,817				
Salary & Benefits Increase	\$	10,682	\$	-	\$	-
Percent Increase		1.2%		0.0%		0.0%

Cumulative Cost							
2	2012-13	2013-14		2014-15		Total	
Cum	nulative Cost	Cum	ulative Cost	Cumulative Cost		Cumulative Cost	
\$	8,865 1,817	\$	8,865 1,817	\$	8,865 1,817	\$	26,595 5,452
\$	10,682	\$	10,682	\$	10,682	\$	32,047
	1 20/		1 20/		1 20/		2 6%
	1.2%		1.2%		1.2%		3.6%

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT



POLICE OFFICERS ASSOCIATION MASTER AGREEEMENT

July 1, 2012 – June 30, 2015

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on [INSERT EXECUTION DATE].

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE OFFICERS ASSOCIATION
SIGNATURE ON FILE	SIGNATURE ON FILE
Nancy M. Padberg, President, Board of Trustees	Santos Garcia, POA President
SIGNATURE ON FILE	SIGNATURE ON FILE
Gary Poertner, Chancellor	Michael McGill Lackie, Dammeier & McGill

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PREAMBLE

This Agreement is made and entered into this [INSERT DATE], 2012 by and between the South Orange County Community College District, hereinafter referred to as District, and South Orange County Community College District Police Officers Association, hereinafter referred to as POA.

The District agrees that POA shall have the right to obtain Field and Legal Staff assistance for the purpose of representation in carrying out its obligations under this Agreement to its duty of fair representation.

The purpose of this Agreement is to promote the improvement employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

MANAGEMENT RIGHTS

In order to ensure that the District shall continue to carry out its safety and protection services functions and responsibilities to the public, students and employees as imposed by law, and to maintain efficient and responsive police and safety provisions for the visitors and employees of the District, the District continues to reserve and retain solely and exclusively all rights which are beyond the scope of negotiations under Government Code Section 3543.2, and also rights which are not limited by the terms of this Agreement are retained by the District. Such retained rights include, but are not limited to, the right to determine the following matters:

- 1. Determine Campus Police Department policy, including the right to manage the affairs of the Safety Department in all respects;
- 2. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
- 3. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, in all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; or investment policies and practices; or budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures, apart from those allocated to fund the express wage and benefit obligations of this Agreement;
- 4. The educational policies, procedures, objectives, goals and programs including those relating to student conduct and discipline, student transportation, food services, racial and ethnic balance, extracurricular activities, and emergency situations; and the substitutive and procedural rights and obligations of students, parents, employees and the public with respect to such matters;
- 5. Determine the issues of public policy and control the overall mission of the Campus Police Department;

- 6. Determine standards and level of services to be rendered, operations to be performed, utilization of technology and equipment, means and methods of operation, and overall budgetary matters, including but not limited to the right to contract or sub-contract any work, services or operations of the Campus Police Department. For any new District property, the District shall have the right to subcontract services until there are 500 students on the property continuously for a period of 90 days. Thereafter the POA and the District shall upon the POA's written notice to the District further discuss the District's right to subcontract on that new property.
- 7. Evaluate, direct, supervise, hire, promote, suspend, discipline, discharge, demote, transfer, assign, and retain members of the Campus Police Department;
- 8. Relieve members of the Campus Police Department from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive, in accordance with the Education Code;
- 9. Determine the size and composition of the Campus Police Department, assign members of the Campus Police Department, and establish work schedules and assignments;
- 10. To the extent permitted by law, the utilization of personnel not covered in this Agreement to do work which is normally done by employees covered hereby, and the methods of selection of assignment of such personnel;
- 11. Determine the appropriate job classifications, organizational structure, and personnel by which the Campus Police Department operations are conducted;
- 12. The selection, classification, direction, promotion, demotion, discipline, termination, and retirement of all personnel of the District subject only to applicable law; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location, and also to any facilities, classrooms, functions, activities, departments, tasks or equipment; the staffing levels, workloads, and the number of employees; and the determination as to whether, when and where there is a job opening;
- 13. The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards; the dates, times, and hours of operation of District facilities, functions, and activities; school calendars, the assignment of paid duty days beyond the regular assign duty year; the assignment of overtime;
- 14. Safety and security measures for employees, students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;

- 15. Maintain and improve the efficiency and effectiveness of the Safety/ Security Department;
- 16. Take any necessary actions to carry out the mission of the Safety/ Security Department in situations of emergency as defined in Government Code Section 8558;
- 17. Take whatever other actions may be necessary to carry out the wishes of the District, and for police protection not otherwise specified above;
- 18. Establish and promulgate rules, regulations, policies and procedures relating to productivity, efficiency, conduct, and safety; as well as the rules, regulations, policies, and procedures designed to comply with applicable judicial decisions and legislative enactment and to require compliance therewith;
- 19. All other rights of the District not expressly limited by the provisions of this Agreement are also expressly reserved by the District even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right to preclude the District from executing the right in a different manner; and
- 20. The contractual rights of the POA and the employees are set forth in other Articles of this Agreement and this Article is not a source of such rights. Accordingly, the provisions of this Article shall not be grievable.

RECOGNITION

- **2.1 Acknowledgement:** The District hereby acknowledges that POA is the exclusive bargaining unit representative for the classified employees holding those positions described in Campus Security Officer, Police Officer, and Police Officer Lead. In the event the District amends its determination of management, confidential, and supervisory employees, the District shall notify POA. In the event POA disagrees with said designations, the parties shall attempt to reach agreement. Disputed cases shall be submitted to the PERB for resolution.
- **Scope of Representation:** The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms of employment specifically stated in the EERA.

2.3 Definition of Bargaining Unit:

- **2.3.1** Persons hired for a limited duration shall be classed as short-term employees and shall not be members of the bargaining unit.
- **2.3.2** Employees in positions in paid status less than 195 days in any fiscal year shall not be members of the bargaining unit (Education Code §88003).
- **2.4 Long-Term Substitutes:** Pursuant to Education Code § 88003, if the District is engaged in a procedure to hire a permanent employee to fill a vacancy of a bargaining unit position, the District may fill the vacancy through the employment, of not more than 90 calendar days, of one or more substitute employees. The District shall have six (6) months from the date of the execution of the Agreement to continue to utilize currently employed substitutes in vacated bargaining unit positions, after which the continued use of such substitutes shall be subject to the 90-day limitation of this provision. An employee employed to fill a position for an employee on a leave of absence shall not be a member of the bargaining unit regardless of length of absence.

CHECK-OFF AND ORGANIZATIONAL SECURITY

3.1 Check Off: POA shall have the sole and exclusive right to have membership dues, initiation, and service frees deducted for employees in the bargaining unit by the District. The District shall pay to POA within thirty (30) days all sums so deducted.

3.2 Dues Deduction:

- **3.2.1** POA agrees to indemnify and save the District, its officers, employees, agents, representatives, Board of Trustees, and each individual Board member, harmless against any and all claims, demands, costs, lawsuits, judgments or other forms of liability and all court or administrative agency costs that may arise out of or by reason of action taken by the District for the purpose of complying with this Article. The Association shall, within thirty (30) days of receipt of the request, pay to the District all costs associated with actions under this Article.
- 3.2.2 Each permanent employee in this unit shall, as a condition of continued employment, become a member of the certified representative of this unit, or pay the Association a service fee in an amount not to exceed periodic dues and general assessments of the Association for the term of the Memorandum of Understanding. Such amounts shall be determined by the Association and implemented by Management in the first payroll period which starts 30 days after written notice of the new amount is received.
- 3.2.3 During the term of the Memorandum of Understanding, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the South Orange County Community College District Police Officers Association will not be accepted by the District. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the District's meet and confer process.
- **3.2.4** The District shall notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained.
- **3.2.5** Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or

financially supporting public employee organizations shall not be required to join or financially support the organization. Such employee shall, in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties hereto in a separate agreement. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Association and as a condition of continued employment.

- **3.2.6** The District shall cause the amount of the dues or service fee to be deducted from twenty-four (24) bi-weekly payroll checks of each employee in this unit as specified by the Association under the terms contained herein. "Dues," as distinct from "service fee," shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.
- **3.2.7** Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the District within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.
- **3.2.8** The District shall also apply this provision to every permanent employee who becomes a member of this representation unit within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.
- **3.2.9** As of the effective date of the Memorandum of Understanding, the deduction will be computed at the rate of [INSERT PERCENTAGE] of the employee's regular pay.
- **3.2.10** When the District receives notice from the Association to change the deduction percentage rate, the District is hereby authorized to change said deduction automatically in the next practical pay period following such notice.
- **3.2.11** The authorization to deduct dues and agency shop fees shall remain in effect until written notice of cancellation is given by an employee to the District's Office on the appropriate form provided by the District for this purpose.
- **3.2.12** Management will provide the Association with the name, home address and employee number of each permanent employee.

- **3.2.13** The District shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this Article.
- 3.3 The District recognizes that the employee organization provides a valuable contribution to the welfare of the District in its educational philosophy for the peaceful resolution of employer-employee relations.
- **POA Rights:** POA shall have the following rights in addition to the rights contained in any other portion of this Agreement.
 - **3.4.1** The right of access at reasonable time to employees and to the areas in which they work.
 - **3.4.2** The right to use without charge institutional bulletin boards, mailboxes, and the use of the District mail system, and other District means of communication for the posting or transmission of information of notices concerning POA matters.
 - **3.4.3** The right to use, with approval, institutional equipment, facilities, and buildings.
 - **3.4.4** The right to review an employee's personnel file when accompanied by the employee or on presentation of a written authorization signed by the employee.
 - 3.4.4.1 The right to receive, upon request, a copy of any records which are required for the use of the employee and POA in utilizing the grievance procedure.
 - **3.4.5** The right to be supplied with a complete roster of bargaining unit employees within ninety (90) days of the effective date of this Agreement, and every July and January thereafter for the terms of this Agreement.
 - **3.4.6** The right to receive upon request one (1) copy of any and all written reports submitted to any other governmental agency.
 - **3.4.7** The right to receive one (1) copy of any public budget or financial material, including the CCAF-311, submitted at any time to the governing board.
 - **3.4.8** The right to review upon request any other public material in the possession of or produced by the District necessary for POA to fulfill its role as the exclusive bargaining representative.
 - **3.4.9** The District agrees to grant release time to one (1) member of the

Association to attend the Peace Officers Research Association of California (PORAC) annual conference. The District shall reimburse the actual and necessary expenses of that member. Any such reimbursement shall be subject to District policy.

- **3.4.10** The District agrees to allow Association members to donate vacation time for membership attendance at Association leadership training and PORAC conferences. The use of such donated vacation time shall not be used by more than two Association members concurrently and shall be subject to the any limitations set forth in Article 10.
- **3.4.11** Upon prior approval by the District, the Association may reimburse the District for a member's leave time spent attending Association leadership training and PORAC conferences. The use of such reimbursable leave time shall be used by no more than two Association members concurrently.
- **3.4.12** The Chapter President or designee shall be granted four (4) hours per month for President or designee of released time, exclusive of all other released time listed under other provisions of this Agreement. This released time is to be scheduled with the mutual agreement of the immediate supervisor and the employee, and the schedule is to be set reasonably.
- **3.4.13** The President or designee shall be granted reasonable released time to attend shared governance committee meetings.
- **3.4.14** Upon its exclusive discretion, the District may provide paid release time for Association members to attend District-approved training and conferences.
- **3.4.15** The District shall provide office space for the Association in a location other than the campus police departments, subject to continued availability.
- **No Discrimination on Account of** *POA* **Activity:** Neither the District nor POA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of their right to engage or not to engage in POA activity.
- **Exclusive Representative:** Negotiations on matters within the scope of representation shall take place between the District and POA.
- **3.7 Restriction on District Negotiations and Agreements:** The District shall conduct no negotiations nor enter into any agreement with any other organization on matters concerning the rights of bargaining unit employees and/or POA

without prior notice to and approval by POA of the negotiations and the agreement.

- **3.8 Distribution of Contract:** Within sixty (60) calendar days after the execution of this contract, and/or reopener agreements, the District shall make such documents available on the District website.
- **3.9 Abolition of a Position or Class of Positions:** If the District proposes to abolish a position or class of positions, it shall notify POA in writing and the parties may meet and discuss the proposal.
- **3.10 POA Schedule of In-Service Meetings:** With approval from the immediate supervisor, the President or designee will be provided governance attendance of ninety (90) minutes quarterly, released time to attend this meeting. The meetings shall be scheduled as follows:

Irvine Valley 12:00 - 1:30 p.m. Saddleback 3:00 - 4:30 p.m.

EVALUATIONS

4.1 All employees shall receive an annual written performance evaluation. The evaluation shall address those areas which need improvement, as well as identify those areas in which an employee meets or exceeds Department standards.

If necessary, the evaluation may also set forth an improvement plan developed by both the supervisor and employee. The plan shall outline specific steps that the employee can take to improve in the identified areas. The purpose of this plan is to both foster improved communications between supervisor and the employee and to place the employee in a better position for career advancement within the department.

- 4.2 No evaluation of any employee shall be placed in any personnel file without an opportunity provided for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements but shall only be based upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any evaluation.
- **4.3 Probationary Period:** New employees shall serve a probationary period of one (1) year (12 months). During such period, the work performance of the employee shall be evaluated by the immediate supervisor following the employee's completion of three (3) months and eleven (11) months of employment.
 - **4.3.1 Probationary Period Upon Promotion:** Employees will be required to serve a new probationary period of one year (12 months) each time the employee receives a promotion, a transfer with a classification change, medical transfer, or Americans with Disabilities Act ("ADA") transfer. During such period, the work performance of the employee shall be evaluated by the immediate supervisor following the employee's completion of three (3) months and eleven (11) months of employment in the new position.

Probation Requirement

	<u>NO</u>	<u>YES</u>
No classification change	X	
Promotion		X
Reclassification	X	
Reassignment within the same classification	X	
Reallocation	X	
Transfer of same position:		

To another operating unit	X	
Within operating unit	X	
Transfer with classification change		X
Voluntary demotion other than layoff:		
- Into classification previously held or substantially		
similar classification	X	
- Into classification not previously held or not substantia	ılly	
similar classification	-	X
Medical or ADA Transfer		X

ARTICLE 4(A)

PERSONNEL FILES

- **4(A).1** Materials in personnel files of classified employees which serve as a basis for affecting the status of their employment shall be made available for inspection by the employee. Ratings, reports or records which were either obtained prior to employment, or prepared by identifiable examination committee members, or obtained in connection with a promotional examination shall be specifically excluded from inspection by the employee and/or the employee's agent or representative.
- **4(A).2** All information and/or materials of a derogatory nature, except material mentioned in Section 4.4.1 shall not be entered or filed in the employee's personnel file unless and until the employee is given notice and offered a copy of the contents to review the document and comment thereon. An employee shall have the right to enter, and have attached to any derogatory statement, his/her comments thereon. Thirty days shall be allocated for review and comment and is subject to approval by the appropriate district administrator.
- **4(A).3** Letters of reprimand shall be given only for just cause. Employees shall have the right to review all derogatory information before it is placed in their personnel files, and may attach their comments to any material so placed.
- **4(A).4** The provisions contained herein shall be construed to be clarification of Education Code Section §87031 and the Peace Officer's Procedural Bill of Rights Act.

HOURS AND OVERTIME

5.1 Workweek:

- **5.1.1 Normal Workweek:** The normal workweek shall consist of five (5) days, eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.
- **5.1.2 3/12 Schedule:** Notwithstanding Article 5.1.1, the District reserves the right to implement a "3/12" work schedule at the Saddleback College and/or Irvine Valley College with 30-days advance notice prior to the effective date of the change. The District reserves the right to revert the 3/12 work schedule to the work schedule set forth under Article 5.1.1 with 30-days advance notice prior to the effective date of the change.
- **Workday:** The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.

5.3 Adjustment of Assigned Time:

- 5.3.1 Any employee in the bargaining unit who works an average of fifteen (15) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- **5.3.2** The District shall give fifteen (15) working days notice to affected employees before permanently altering their shift assignment or days off. By mutual agreement, notice time can be less than fifteen (15) working days.
- **5.4 Voting Time-Off:** If any employee's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.
- **5.5 Overtime and Compensatory Time Off:** The selection of paid overtime or compensatory time shall be determined by the Chief of Police subject to the provisions of this Article. No overtime may be worked without the prior approval and at the discretion of the Chief of Police.

- **5.5.1 Overtime:** Except as otherwise provided herein, all overtime periods as defined in this Section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay to the employee for all work permitted. Overtime for a normal workweek is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, regardless of the day of the week worked. Overtime for a 3/12 schedule is defined as time worked in excess of eighty (80) hours within a fourteen (14) day schedule.
- 5.5.2 An employee in the bargaining unit may be granted compensatory time off in lieu of cash compensation for overtime work at the discretion of the Chief of Police. Compensatory time off shall be granted at one and one-half times the regular rate of pay.
 - **5.5.2.1** Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was earned.
 - 5.5.2.2 The amount of time which an employee may accumulate as compensatory time shall be limited to a maximum of 100 hours on the books at any time. Time beyond this amount shall be paid as paid in cash at overtime rates. Members that currently have over 100 hours of accumulated compensatory time will be permitted to maintain that time without being required to cash out the excess amount. While any member has compensatory time in excess of the 100 hour maximum, he or she will not be able to accumulate additional compensatory time. Once any member falls below the 100 hours of accumulated compensatory time, he or she will be subject to the accumulation limit of 100 hours.
- **5.5.3** All hours worked on holidays shall be paid at the regular rate of pay in addition to one-and-one-half (1.5) times the regular rate of pay except for hours worked on holidays by employees in the classification of Police Officer, Weekends/Holidays, pursuant to the provisions of Education Code §88204.

Employees in the classification of Safety Officer, Weekend and Holiday as of April 30, 1987 shall be entitled to holiday pay Article 5.5.3. Employees hired on or after May 1, 1987 shall be subject to and paid in accordance with Education Code Section 88204 at Grade 20 (Range 130, effective 7/1/88 and Police Officer Weekends Holidays, Range 2 effective July 1, 2000) and shall not be entitled to holiday pay. Service in the

classification of Police Officer, Weekend and Holiday is a separate classification and shall not constitute a service for seniority or layoff purposes in the separate classification of Police Officer, or Campus Security Officer.

5.6 Shift Differential-Compensation:

5.6.1 Any employee in the bargaining unit whose assigned work shift commences between 11 a.m. and 9 p.m. inclusive shall be paid a shift differential premium of five (5) percent above the regular rate of pay for all hours worked.

Any employee in the bargaining unit whose assigned work shift commences between 9 p.m. and 4 a.m. inclusive shall be paid a shift differential premium of seven and one-half (7.5) percent above the regular rate of pay for all hours worked.

5.6.2 An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift.

5.7 Overtime Distribution:

- **5.7.1** Every attempt shall be made to avoid distributing overtime repeatedly to the same bargaining unit member.
- **5.7.2** In the event the overtime requires special skills, those special skills will be carefully considered by the Chief or his/her designee in distributing overtime.
- **5.8 Minimum Call in Time:** Any employee called in to work on a day when the employee is not scheduled to work or after completion of his/her regular assignment shall receive a minimum of four (4) hours pay straight time, or overtime for amount of time worked, whichever is greater.
- **5.9 Right of Refusal:** Any employee shall have the right to reject any offer or request for overtime or call back, or call in time. If all bargaining unit members in the department refuses the request, the overtime shall be assigned by the supervisor as equally as is practicable within each department, and the overtime shall be accepted by the employee.

PAY AND ALLOWANCES

6.1 Regular Rate of Pay:

- 6.1(a) Effective July 1, 2012 the regular rate of pay for each position in POA shall be increased by 1.2% in accordance with the rates established for each class as provided for in Exhibit A. Effective July 1, 2013, the regular rate of pay for each position in the bargaining unit shall be increased by the percentage cost of living adjustment (COLA) provided in the State Budget Act for community college Program Based Funding for the fiscal year 2013-2014. Effective July 1, 2014, the regular rate of pay for each position in the bargaining unit shall be increased by the percentage cost of living adjustment (COLA) provided in the State Budget Act for community college Program Based Funding for the fiscal year 2014-2015. The regular rate of pay shall not include any shift differential and/or longevity increment required to be paid under this agreement.
- **6.1(b)** In the event that the District's CSEA bargaining unit receives a salary increase during the period of this Agreement, the regular rate of pay for each position in the POA for that fiscal year shall either be increased by the amount set forth under Section 6.1(a) or by the percentage of the salary increase received by the CSEA bargaining unit, whichever is greater. The regular rate of pay shall not include any shift differential and/or longevity increment required to be paid under this agreement. This provision shall be strictly limited for the duration of this three-year agreement for fiscal years 2012/2013, 2013/2014, and 2014/2015. In no event, shall bargaining unit members receive a salary increase based upon a CSEA bargaining unit salary increase effective beyond the 2014/2015 fiscal year.
- **6.2 Paychecks:** All regular paychecks of employees in the bargaining unit shall be itemized in accordance with the Orange County Department of Education payroll procedures.
- 6.3 Paycheck Frequency: All regular full-time employees in the bargaining unit shall be paid twice per month, payable on or before the tenth (10th) and the twenty-fifth (25th) day of the month. If the normal pay date falls on a Saturday, Sunday, or holiday, the paycheck shall be issued on the preceding workday. All regular hourly employees shall be paid for actual services performed during the period beginning the 15th day of the previous month through the 14th day of the current month, on the 10th day of the following month. If there is a change in County procedures, issuance of paycheck will be in accordance with new procedures.
- **6.4** Payroll Errors: Whenever it is determined that an error has been made in the

calculation of reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction. However the District, after standard payroll deductions, shall withhold \$25.00 as a calculation adjustment. In the case of an underpayment, a supplemental payment will be paid to the employee by the District. In the case of an overpayment, the employee shall promptly repay the District. A repayment schedule for salary overpayment shall be agreed to between the employee and the District.

6.5 Lost Checks: Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing if mailed, shall be replaced in accordance with Orange County Department of Education payroll procedures. The Office of Business Services will consider lost checks as a major priority and will act with as much speed as possible.

6.6 Change in Range Assignments:

- **6.6.1** Promotion Any employee receiving a promotion shall receive a salary increase of at least five and one-half (5.5) percent, except when the employee is on Step 6 and the range of the new position is only 1 or 2 ranges higher than the current position.
- **6.6.2** When the employee is temporarily assigned to a higher classification for more than five (5) work days within a fifteen (15) calendar day period, the employee will have his/her salary adjusted upward for the entire period he/she is required to work in the higher classification, at a rate that will reasonably reflect the duties required to be performed outside his/her regularly assigned duties.
- 6.7 Mileage: Any employee in the bargaining unit using his/her private vehicle on authorized District business shall be reimbursed at the current allowable standard IRS rate. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds.
- **Meals and/or Lodging:** Any employee in the bargaining unit who, as a result of work assignment, has meals and/or lodging away from the District shall be reimbursed in accordance with Board Policy
- **6.9 Longevity:** The District agrees to additionally compensate long service employees as specified below:

2%	increase in salary after	5	years of service
3%	increase in salary after	6	years of service
4%	increase in salary after	7	years of service
		_	

5% increase in salary after 8 years of service

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6%
        increase in salary after
                                          years of service
7%
        increase in salary after
                                     10
                                          years of service
8%
        increase in salary after
                                          years of service
                                     11
9%
        increase in salary after
                                     12
                                          years of service
        increase in salary after
                                          years of service
10%
                                     13
11%
        increase in salary after
                                     14
                                          years of service
12%
        increase in salary after
                                     15
                                          years of service
                                          years of service
13%
        increase in salary after
                                     16
14%
        increase in salary after
                                          years of service
                                     17
15%
        increase in salary after
                                     18
                                          years of service
        increase in salary after
                                          years of service
16%
                                     19
17%
        increase in salary after
                                          years of service
                                     20
18%
        increase in salary after
                                     21
                                          years of service
                                          years of service
19%
        increase in salary after
                                     22
20%
        increase in salary after
                                     23
                                          years of service
21%
        increase in salary after
                                     24
                                          years of service
22%
        increase in salary after
                                     25
                                          years of service
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- **6.9.1** The provisions of Article 6.9 will be discontinued for all bargaining unit members hired after October 1, 1998.
- **6.10 Step Increments:** The District shall provide employees a step increment after completion of six (6) months of service, and thereafter an annual step increment for each remaining step indicated on the salary schedule for the particular classification.
- **Salary Placement New Employees:** New employees will be placed on the first step of the range to which they are appointed. For the purposes of calculating months of service, the date of employment shall be considered the first day of the month employed if the starting date is the first (1st) through fifteenth (15th), or the first day of the following month when the starting date is the sixteenth (16th) through the thirty-first (31st).
- **6.12 Distribution of Job Information:** Upon initial employment and each change in classification each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, per week, and months per year.
- **6.13 Parking:** Employees may park at no cost in campus designated student parking areas. Appropriate permits will be issued upon request. Employees may purchase a staff parking permit in accordance with BP-3450 to park in District designated staff parking areas at Saddleback College, Irvine Valley College, and the ATEP campus. Parking is subject to availability.

6.14 **Bilingual Pay:** Police Officers may become certified by the District in a foreign language in which they can demonstrate fluency by taking and passing a test administered by the Human Resources Department (or designee) for the purpose of being able to use those foreign language skills in the line of duty with a person unable to speak English who is involved in a particular incident within the District. Once certified, such Police Officer will be entitled to a premium pay rate (one and one-half the regular rate of pay) for the time in which the Officer: (a) is required in the line of duty to use those bilingual skills for the benefit of public safety; and (b) has obtained supervisory approval, except when no supervisor is available after an attempt has been made. In the instance where a supervisor is not available, the Officer must perform the bilingual service(s) believed to be required (as defined in sub-part (a) above) and then report the incident to a supervisor during the next shift at which a supervisor is on duty or sooner. Bilingual Pay is not in addition to the regular rate of pay, thus when Bilingual Pay is earned, no other pay is earned.

EMPLOYEE EXPENSES AND MATERIALS

- **7.1 Safety Equipment:** Should the employment duties of an employee in the bargaining unit require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear.
- **7.2 Non-Owned Automobile Insurance:** The District agrees to provide the secondary personal injury and property damage insurance to protect employees in the event that employees use their personal vehicle on authorized employer business.
- **7.3 Physical Examinations:** The District agrees to provide the full cost of any medical examination required by the District as a condition of employment or continued employment, including but not limited to, the provisions outlined in Education Code Section 88021 or its successor.
- **7.4 Hold Harmless Clause:** Whenever any civil action is brought against an employee or any action or omission arising out of, or in the course of, the duties of that employee, the District agrees to pay the costs of defending such action, including costs of counsel and of appeals, if any, and shall hold harmless from and protect such employee from any financial loss resulting therefrom, insofar as permitted by law.

HEALTH AND WELFARE BENEFITS

8.1 Employee and Dependent Insurance Coverage:

The benefits provided for eligible active and retired employees are:

a. Health Insurance: Effective July 1, 2012, the District shall provide up to a maximum annual contribution of \$16,716 for medical insurance for all eligible unit members, eligible retirees, and their eligible dependents. For each succeeding year, the District shall raise its annual contribution by up to 10%, provided, however, that the District contribution shall not drop below the annual cost of the HMO plan. Any premium increase above 10% shall be paid by active employees through payroll deduction.

PPO Plan: SISC Blue Shield
 HMO Plan: Blue Shield

b. Life Insurance: ING

c. Dental Insurance: Delta Dental Preferred Plan

d. Vision Insurance: Vision Service Plan

e. Long Term Disability: Fortis

f. Employee assistance program: PacifiCare Behavioral Health

g. Long Term Care Insurance: For the duration of this Agreement, effective on the first day of the month, 30 days following Board approval, the District shall pay a maximum of \$8.00 per month towards the premium of long term care insurance for benefit eligible bargaining unit members.

The coverage provided in the plans shall meet the specifications agreed to by the District and POA and on file at the District Business Office.

8.2 Eligibility

8.2.1 All employees in the bargaining unit who work at least seventy-five (75) percent of the workweek shall be covered under the programs provided in Section 8.1 of this article in accordance with those Sections. Employees shall be enrolled in insurance programs on the first of the month following fulfillment of the eligibility requirement.

- **8.3 Benefits Administration:** POA shall have the right to appoint one (1) representative to a District wide committee formed for the purpose of research and reviewing insurance plans, proposals and benefits in order to insure that quality and cost effectiveness criteria are maintained. The District has the right to select the insurance carrier as long as same coverage is maintained.
- **8.4 Benefits Upon Retirement:** For the term of this Agreement, the District shall pay the cost of health, dental, and vision insurance for employees who retire from the District sixty (60) years of age who have been employed in the District the equivalent of ten (10) years or longer until the employee is eligible for Medicare.
 - **8.4.1** The District shall provide retired employees who qualify for continuation of benefits under Article 8.4 with the option to purchase at employee expense supplemental medical coverage, provided the employee has obtained Medicare A and B coverage. Qualifying members must submit proof that they have obtained Medicare A and B. This benefit is subject to approval of the District's insurance carrier. That shall not be considered a vested right of retirees. The retiree may select from Options A or B subject to the conditions set forth herein.
 - **Option A:** The current District supplemental medical plan is available to retirees. The cost for the plan to the retired employee shall be the actual cost paid by the District which is to be paid monthly by the retiree in advance to the District. Payment must be received by the 15th of the month prior to the month of coverage. If payment is not received by the first day of the month of coverage the employee shall be dropped from the coverage and unable to participate in the future. The District reserves the right to establish a separate medical insurance pool for retirees who qualify under this section.
 - **Option B:** The CompanionCare/Medicare Supplemental Plan will also be offered to retirees as long as the District is covered by the Self-Insured Schools of California (SISC). This program is directly administered by SISC. Should the District decide to change the program administration from SISC, the District and the POA will meet to negotiate a similar program under a different administrator.
- **8.5 Section 125 Flexible Benefits:** The District agrees to continue a Section 125 flexible benefit plan to include dependent care and/or medical care reimbursement.
- **8.6 General Provisions:** All enrollments are subject to carrier restrictions.

8.7 Legal Assistance Program: For the duration of this Agreement, effective on the first day of the month, 30 days following board approval, the District shall pay 100% of the premium for a Legal Assistance Program for benefit eligible bargaining unit members. Coverage provided shall meet the specifications on file with the District.

HOLIDAYS

9.1 Scheduled Holidays: The District agrees to provide all employees in the bargaining unit with the following paid holidays. This schedule has been adjusted to take into account when a holiday falls on a Saturday or Sunday. Holidays will coincide with the Academic Calendar for each year:

HOLIDAYS

Independence Day
Labor Day
Veteran's Day
Thanksgiving Days
Winter Recess
M. L. King, Jr. Day
Lincoln's Day
President's Day
Friday (in lieu of
Admission's Day)
Memorial Day

9.2 Additional Holidays: Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under current Education Code or its successors shall be paid holidays for all employees in the bargaining unit. Holidays will coincide with the Academic Calendar for each year.

9.3 Holidays on Saturday or Sunday:

- **9.3.1** When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. Except as provided in Section 9.3.2, when a holiday falls on Sunday the following workday which is not a holiday shall be deemed to be that holiday.
- **9.3.2** The operation of this Section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

VACATIONS

- **10.1 Eligibility:** Vacation time under this Article. Vacation benefits are earned on a fiscal year basis -- July 1 through June 30.
- **10.2 Paid Vacation:** Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Following the completion of six (6) months of service, the employee shall be entitled to use earned paid vacation.
- **10.3 Accumulation:** Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:
 - 10.3.1 From the first (1st) month through the fifth (5th) year of service, vacation time shall be earned and accumulated at the rate of one (1) day vacation for each month of service, not to exceed twelve (12) days per fiscal year. Following the completion for the fifth (5th) year of service three (3) days of vacation shall be granted on a one-time basis in addition to all other provisions in this Article.
 - 10.3.2 Commencing with the (6th) year through the tenth (10th) year of service, vacation time shall be earned and accumulated at the rate of 1.25 days vacation for each month of service not to exceed fifteen (15) days per fiscal year. Following the completion of the tenth (10th) year of service three (3) days of vacation shall be granted on a one time basis in addition to all other provisions in this Article.
 - **10.3.3** Commencing with the eleventh (11th) year of service, vacation shall be earned and accumulated at the rate of 1.50 days of vacation for each month of service, not to exceed eighteen (18) days per fiscal year.
 - **10.3.4** Commencing with the sixteenth (16th) year of service, twelve (12) month employees shall earn and accumulate vacation at the rate of 1.67 days of vacation per fiscal year.

10.3.5 Illustration:

TWELVE-MONTH EMPLOYEES

1 Month to	5 Years	12	Days Vacation
6 Years through	11 Years	15	Days Vacation
11 Years through	15 Years	18	Days Vacation
16 Years and after		20	Days Vacation

ELEVEN-MONTH EMPLOYEES

1 Month to	5 Years	11	Days Vacation
6 Years through	11 Years	13.75	Days Vacation
11 Years through	15 Years	16.50	Days Vacation
16 Years and after		18.33	Days Vacation

TEN-MONTH EMPLOYEES

1 Month to	5 Years	10	Days Vacation
6 Years through	11 Years	12.50	Days Vacation
11 Years through	15 Years	15	Days Vacation
16 Years and after		16.67	Days Vacation

10.4 Vacation Pay Upon Termination: When an employee in the bargaining unit, who has completed six (6) months of service, is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination. An eligible employee who serves fifty (50) percent or more, but less than seventy-five (75) percent of a month shall be entitled to one-half (1/2) of a month's vacation allowance. An eligible employee who serves at least seventy-five (75) percent of the month shall be entitled to the full vacation allowance for the month. Carry over of earned vacation shall be in accordance with Article 10.6.

10.5 Vacation Postponement:

- 10.5.1 If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year.
- **10.5.2** If for any unforeseen reason, such as illness, injury or personal property loss, a bargaining unit employee does not take all or any part of his/her

annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year. This does not provide for employee's election not to take vacation for added compensation.

- **10.6 Vacation Carry Over:** Employees in the POA may not accrue more than one and one-half times their annual vacation accrual. Employees' vacation balances exceeding one and one-half times their vacation accrual shall not earn further vacation leave until they reduce their vacation leave balance to an amount not exceeding one and one-half times their annual vacation leave accrual.
- **10.7 Holidays:** When a holiday falls during the scheduled vacation of any bargaining unit employee, such holiday shall not be deducted from the earned vacation of the employee.
- **10.8 Vacation Scheduling:** Vacations shall be scheduled at times requested by bargaining unit employees with mutual agreement of the supervisor.
- **10.9 Interruption of Vacation:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of leave provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

CONDITIONS OF EMPLOYMENT

11.1 All Campus Police Officers shall comply with and fulfill the requirements specified in the following California statutes:

California Penal Code Section 830.32 states that the following persons are peace officers whose authority extends to any place in the state for the purpose of performing their primary duty or when making an arrest pursuant to Section 836 as to any public offense with respect to which there is immediate danger to person or property, or of the escape of the perpetrator of that offense, or pursuant to Section 8597 or 8598 of the Government Code. Those peace officers may carry firearms only if authorized and under terms and conditions specified by their employing agency.

- (a) Members of a California Community College police department appointed pursuant to Section 72330 of the Education Code, if the primary duty of the police officer is the enforcement of the law as prescribed in Section 72330 of the Education Code.
- (b) Persons employed as members of a police department of a school district pursuant to Section 39670 of the Education Code, if the primary duty of the police officer is the enforcement of the law as prescribed in Section 39670 of the Education Code.
- (c) Any peace officer employed by a K-12 public school district or California Community College district that has completed training as prescribed by subdivision (f) of Section 832.3 shall be designated a school police officer.

California Penal Code Section 832.3(a) states, any police officer of a district authorized by statute to maintain a police department, who is first employed after January 1, 1975, shall successfully complete a course of training prescribed by the Commission on Peace Officer Standards and Training before exercising the powers of a peace officer, except while participating as a trainee in a supervised field training program approved by the Commission on Peace Officer Standards and Training. Each police chief, or any other person in charge of a local law enforcement agency, appointed on or after January 1, 1999, as a condition of continued employment, shall complete the course of training pursuant to this subdivision within two years of appointment. The training course for a sheriff, an undersheriff, and a deputy sheriff of a county, and a police chief and a police officer of a city or any other local law enforcement agency, shall be the same.

- (f) Any school police officer first employed by a K-12 public school district or California Community College district after July 1, 1999, shall successfully complete a basic course of training as prescribed by subdivision (a) before exercising the powers of a peace officer. A school police officer shall not be subject to this subdivision while participating as a trainee in a supervised field-training program approved by the Commission on Peace Officer Standards and Training.
- (g) The Commission shall prepare a specialized course of instruction for the training of school Police Officers, as defined in Section 830.32, to meet the unique safety needs of a school environment. This course is intended to supplement any other training requirements.
- (h) Any school peace officer first employed by a K-12 public school district or California Community College district before July 1, 1999, shall successfully complete the specialized course of training prescribed in subdivision (g) no later than July 1, 2002. Any school police officer first employed by a K-12 public school district or California Community College district after July 1, 1999, shall successfully complete the specialized course of training prescribed in subdivision (g) within two years of the date of first employment.

Education Code Section 72330.2 requires every member of a California Community College police department first employed by a California Community College district before July 1, 1999, shall, in order to retain his or her employment, fulfill both of the following conditions:

- (a) The employee shall submit to the district one copy of his or her fingerprints on forms prescribed by the Department of Justice. The Department of Justice shall forward this copy to the United States Federal Bureau of Investigation.
- (b) The employee shall be determined to be a person who is not prohibited from employment by the California Community College district, and, if the employee is required to carry a firearm, shall be determined by the Department of Justice to be a person who is not prohibited from possessing a firearm.

The Department of Justice may participate in the National Instant Criminal Background Check System (NICS) in lieu of submitting fingerprints to the United States Federal Bureau of Investigation in order to meet the requirements of this section relating to firearms.

Compliance with the provisions of Government Code Sections 1029 and 1031 are also required.

- 11.2 Pursuant to California Penal Code Section 830.32(c), the title Campus Safety Officer is changed to Campus Police Officer. A new classification titled Campus Security Officer will be added to augment the existing force structure.
- 11.3 Current bargaining unit employees who are found not eligible for further employment as Campus Police Officers due to possessing mandatory disqualifying evidence in their personal history discovered as a result of a P.O.S.T

background investigation, shall be terminated from employment.

Campus Police Officers who are found not eligible for further employment due to possessing discretionary disqualifying information in their personal history discovered as a result of a P.O.S.T. background investigation utilizing post criteria, or as a result of failing a P.O.S.T psychological examination, shall be reclassified as Campus Security Officers.

- **11.3.1** Campus Security Officers do not have peace officer authority or power and will not carry firearms.
- **11.3.2** Campus Security Officers perform observe and report in-house security guard functions as specified in the job specification that is approved by the Governing Board of Trustees.
- 11.3.3 Campus Security Officers will be issued uniforms different from those issued to Campus Police Officers. The Chief shall have discretion to determine the standard uniform issue for Campus Security Officers.
- 11.3.4 Campus Security Officers shall comply with and fulfill the selection and training standards established by the Bureau of Investigative Services (BSIS), California Department of Consumer Affairs and the District, in accordance with Education Code §72330.5.
- 11.3.5 Campus Security Officers shall, as a condition of employment, satisfy the requirements of Education Code §72330.5(d).
- 11.4 Employees that are reclassified as Campus Security Officers will remain at their current salary range and benefit schedule for a period of three years from the date of reclassification. At the end of three years, they will be placed on the Campus Security Officer salary schedule, Step 6. Once reclassified, they will not receive further longevity pay or step and column increases under the current or future Campus Police Officer District Salary Schedule. They will continue to receive cost of living allowances when approved by the Governing Board of Trustees.
- 11.5 At no time will a Campus Security Officer position be hired to replace a Campus Police Officer position.
- 11.6 At no time will a Campus Security Officer be permanently or temporarily scheduled or assigned to replace a Campus Police Officer from his or her assigned duties or work shift.

UNIFORMS/WEAPONS INSPECTION/RANGE TRAINING

Upon being hired, full time Police Officers shall receive five (5) new uniforms (except for shoes) and shall be issued replacement items strictly upon the Chief of Police's sole discretion.

Part-time Police Officers shall receive two (2) new uniforms upon hire (except for shoes) and shall be issued replacement items strictly upon the Chief of Police's sole discretion.

Summer uniforms authorized May 1 through October 30 or as authorized by the Chief of Police. Purchase replacement of summer uniforms will be up to two (2) sets per calendar year. The chief has the discretion of determining the uniform of the day.

- **12.1** All Police Officers shall be subject to weekly weapons inspections by the appropriate supervisory employee.
- **12.2** Four (4) hours of training may be performed on a monthly basis scheduled at the discretion of the Chief of Police or his/her designee.
- 12.3 Firearms requalifications shall be successfully completed at least monthly scheduled at the discretion of the Chief of Police. The District will make efforts to schedule firearms requalifications during regularly scheduled work hours. In the even that a requalification occurs outside regularly scheduled work hours, the District will compensate the bargaining unit member with overtime in accordance with the Fair Labor Standards Act.
- 12.4 A Police Officer may be permitted to carry a backup weapon based upon case-by-case discretionary approval of the Chief of Police. The Chief of Police shall only deny a request by a Police Officer to carry a backup weapon based upon a legitimate reason. The Police Officer shall independently bear all costs related to an approved backup weapon.

LEAVES

- 13.1 Bereavement Leave: Employee shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be granted for a period of three (3) days, and five (5) days if travel exceeds 200 miles one way within the State of California, or five (5) days if travel is outside the State of California. The immediate family is defined as 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 of the employee, former spouse, or any relative living in the immediate household of the employee.
 - **13.1.1** Personal Necessity Leave can be used to extend bereavement leave.
- 13.2 Jury Duty: An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received from jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the bargaining unit whose regular shift commences at 11:00 a.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.
- 13.3 Military Leave: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

13.4 Sick Leave:

- **13.4.1 Leave of Absence for Illness or Injury:** An employee, employed five (5) days a week shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.
- **13.4.2** Any full time bargaining unit member employed for less than a full fiscal year at the time of granting sick leave, shall be entitled to a pro-rata share of sick leave accrued based upon the proportion of the fiscal year the employee works.

- 13.4.3 An employee employed less than five (5) days per week shall be entitled to a pro-rata share of sick leave based upon the proportion of a full week the employee is permanently scheduled.
- **13.4.4** Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 13.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year.

If employee resigns, retires or terminates, or upon the conclusion of employment, unaccrued sick leave which has been taken shall be reimbursed to the District by deduction from the employee's final pay check. If the final paycheck is not sufficient, a repayment schedule shall be agreed to between the employee and the District.

- **13.4.6** Pregnancies and disabilities arising out of pregnancies shall be considered as an illness for the purposes of utilizing sick leave.
- **13.4.7** If an employee does not take the full amount of sick leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.
- **13.4.8** Any accrued sick leave credit earned by an employee but unused on the date of retirement shall be converted to retirement credit in accordance with the applicable PERS Rules and Regulations.
- **13.4.9** Accumulated sick leave up to seven (7) days maybe used in any fiscal year by the employee in cases of personal necessity, including any of the following:
 - Death of a member of his/her immediate family when additional leave is required beyond that provided in Article 13, Section 13.1 (Bereavement Leave).
 - 13.4.9.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.

- 13.4.9.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- 13.4.9.4 Such other reasons which cannot be resolved before or after the employee's working hours, is serious in nature, cannot be disregarded, and which requires the employee's immediate attention.
- Notification of personal necessity leave shall be made on the Classified Personnel Transaction Form at least two (2) days in advance to the employee's immediate supervisor. If two (2) days advance notice cannot be given, it shall be given as soon as possible.
- 13.4.9.6 Personal Necessity Leave shall not be used for convenience, social events, political activities, job actions, or occupational investigations except as provided in Section 18.10.2 relating to layoffs.
- 13.4.10 A medical statement will be required when an employee is absent for longer than five (5) consecutive working days. The Board of Trustees designees limited to Chancellor, Acting Chancellor, or Director of Human Resources may require a statement from a physician at any time regardless of the duration of the absence.
- **13.5 Industrial Accident and Illness Leave:** In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of the State of California, employees shall be entitled to the following benefits:
 - 13.5.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

- 13.5.1.1 An employee suffering serious bodily injury during the performance of his/her duties as a result of a willful and unlawful use of force or violence by another necessitating absence from his/her duties and responsibilities shall be entitled to leave of up to one hundred twenty (120) working days in any one fiscal year for that injury. This leave shall not be accumulated from year to year, and if this leave overlaps the fiscal year, the employee shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the injury or illness occurred. This leave is intended to provide an additional 60 days of paid leave beyond benefits provided in Section 13.5.1 as a result of an employee suffering a work related serious bodily injury as a result of a willful and unlawful use of force or violence against a bargaining unit member.
- 13.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of the State of California, exceed the normal wage for the day.
- 13.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of the State of California at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when, added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- **13.5.4 Remain in State During Industrial Accident or Illness Leave:** Any employee receiving benefits as a result of an industrial accident or illness shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

- 13.6 Entitlement to Other Sick Leave: Each employee in the bargaining unit shall once a year be credited with a total of 100 days sick leave in addition to the sick leave provided under Section 13.4.1 of this Article. Each day of sick leave provided by this Section shall be compensated at the rate of fifty (50) percent of the employee's regular salary. The paid sick leave provided for under this Section shall be in addition to any other paid leave provided for in this Article and shall be used after the exhaustion of the leaves provided in Sections 13.4. The leave in this Section shall not be accumulative.
 - **13.6.1** For employees newly hired on or after July 1, 2000, entitlement to other sick leave under Section 13.6 shall be paid in addition to any other paid leave provided in this Article and shall run concurrently with any other paid leaves provided in this Article. The leave in this section shall not be accumulative.
- 13.7 Reemployment List: When all available paid leaves of absence have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with seniority.

An employee who has been placed on a reemployment list, who has been medically released for return to duty, and who fails to accept the offer to return to a vacant position, shall be deemed to have resigned his/her employment.

13.8 Parental Leave: An employee who is the natural or adoptive parent of a child may be entitled to an unpaid leave of absence for up to six (6) months for the purpose of rearing his/her child within one year of the birth or adoption. This leave shall run concurrently with and shall not be in addition to any leave which may be available under state or federal law for the same purpose. Any right to have health benefit premiums paid by the District pursuant to law shall be limited to a maximum of twelve (12) weeks in any twelve (12) month period. A written, signed request by the employee for the leave, specifying the beginning and ending dates of the period of the leave, shall be submitted to the District not less than twenty (20) working days before the commencement date of the leave. If a change in the length of the leave becomes necessary after the date the request has been approved, the change shall only affect the date the employee intends to return to active service. A written, signed statement shall be submitted to the District not less than ten (10) working days before the date the leave is to terminate.

In the event a female employee suffers a disability caused by pregnancy or childbirth at a time during which she is not on parental leave, she may submit a request for sick leave and related benefits as are allowed for other temporary disabilities. The request will be considered upon the basis of written statements contained in a supporting report signed by her physician specifying the approximate length of time the physician believes the employee will be disabled from the pregnancy, birth, and/or related complications.

Return rights of employees taking parental leave shall be consistent with state or federal family leave laws where applicable. For parental leaves of less than six months but in excess of any statutory entitlement, the employee shall be entitled to return to the same classification (but not necessarily to the same position as the employee served in) immediately prior to the leave, unless the position or classification has been discontinued and the employee has been served notice under the layoff provisions of the California Education Code. Employees who do not return at the end of the authorized leave are subject to disciplinary action which may include dismissal.

- 13.9 General Leaves: An employee shall have the right to apply for a paid or unpaid leave of absence at any time upon any terms acceptable to the District and an employee.
 - 13.9.1 Any employee in the bargaining unit on general leave shall continue to receive their current medical, dental, vision, life and long-term disability insurance benefits for the first three (3) months. After this period, they shall have the option of continuing medical and/or other insurance coverage under the District's plan at their own expense.

13.10 Convenience Leave:

- **13.10.1** Employees in paid status throughout the fiscal year not utilizing any sick leave during the fiscal year shall be entitled to two (2) days of noncumulative paid convenience leave which must be taken by the employee in the following fiscal year.
- **13.10.2** Employees in paid status throughout the fiscal year utilizing no more than two (2) sick leave days during the fiscal year shall be entitled to one (1) day of non-cumulative paid convenience leave which must be taken by the employee in the following fiscal year.
- 13.10.3 The convenience leave authorized by the section shall be scheduled subject to the mutual agreement of the supervisor and the employee. Scheduling shall take into consideration other employees' leaves and vacations. Employees shall be entitled to take convenience leave pursuant to Section 13.10 during the fiscal year immediately following the fiscal year in which the convenience leave was earned. It is agreed and understood that this convenience leave does not constitute a form of salary and will not result in any monetary liability to the District or payment to the employee.

13.10.4 Convenience Leave Table:

Sick Time Used Convenience Leave Earned in One Year for the following year

None Two (2) days

Two (2) days or less One (1) day

TRANSFERS AND REASSIGNMENT

- 14.1 Lateral Transfer Within Current Classification: An employee may request a lateral transfer to an open position within the employee's current classification at any location within the District. Any such transfer is subject to the mutual consent of both Police Chiefs of the Police Departments of the Saddleback and Irvine Valley campuses, as well as the District's Director of Human Resources or designee.
- 14.2 Open Position: When a bargaining unit position has not been filled through a lateral transfer under section 14.1, or if a vacancy has been created through a lateral transfer, then the open position shall be posted internally at appropriate work locations for not less than ten (10) working days, as well as advertised externally. Any employee in the bargaining unit may apply for the position by filing an appropriate District approved application with the Office of Human Resources within the time limits specified. All qualified bargaining unit members who apply shall be interviewed.
- 14.3 Notice Contents: The vacancy announcements for purposes of Section14.2 shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned work location, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 14.4 Medical Transfers: The District shall give alternate work within the same bargaining unit for which the employee is qualified when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular duties. The Director of Human Resources, or his/her designee, and the employee shall meet following a request from the employee to determine whether there is work for which the employee is qualified and is physically able to perform after an employee has become medically unable to satisfactorily perform his/her regular duties. The alternate work may constitute promotion, demotion, or lateral transfer. It is recognized that one (1) or more meetings may need to take place. The opportunity for alternate work shall be made available for a period of up to one (1) year after the employee is medically unable to satisfactorily perform his/her regular duties. If the employee declines alternate work, the District shall have satisfied all of its obligations with regard to alternate work.

14.5 Americans with Disabilities Act: Each request for reasonable accommodation under the Americans with Disabilities Act ("ADA") by a bargaining unit member shall be referred to the District and POA for examination on an individual basis.

14.6 District Initiated Transfer:

- 14.6.1 Temporary Transfer: In the event an employee is temporarily assigned to work in a work location other than the employee's normal work site for a period in excess of five (5) working days, the employee shall be granted, upon written request, the opportunity for a personal conference with the employee's current immediate supervisor and/or a representative from the Office of Human Resources. A temporary transfer in excess of twenty (20) working days shall be processed in accordance with section 14.6.2.
- **14.6.2 District Initiated Transfer:** Employees may be transferred for nondisciplinary reasons under this Article when it is in the best interest of the District. Transfer is a movement from one (1) location or operating unit to another within South Orange County Community College District and within the employee's same classification. The District agrees that it shall consider voluntary transfers prior to requiring an involuntary transfer. The District shall not be arbitrary, capricious, or discriminatory in the application of District initiated transfers. Except unusual circumstances as determined by the Chief of Police the District shall give fifteen (15) working days notice to affected employees before initiating a District transfer. By mutual agreement between the District and the employee, notice time can be less than fifteen (15) working days. The employee shall be granted, upon written request, the opportunity for a personal conference with the employee's current immediate supervisor and/or a representative from the Office of Human Resources.

14.7 Reversion Rights:

14.7.1 An employee who is promoted and fails to complete the required probationary period of one (1) year shall be returned to the classification in which the employee held permanency immediately prior to the promotion. To be eligible: 1) there must be an available, vacant position in the employee's prior classification; or 2) the employee must have greater seniority than the least senior employee serving in that classification. A position is not available and vacant when the position is not being filled due to a hiring freeze.

- **14.7.2** In the event the returning employee cannot displace an employee in the classification immediately held prior to promotion, the returning employee may displace the least senior employee of the next previously held classification as per section 14.7.1.
- 14.7.3 Any employee displaced as a result of the application of this Article shall be entitled to the displacement provisions of sections 14.7.1 and 14.7.2. It is recognized that this process of bumping may ultimately result in the layoff of an employee. Any such layoff shall be processed in accordance with the provisions of Article 18 of this Agreement.
- **14.7.4** Promoted employees who return to their former or other classifications shall be credited with the time earned in the promoted classification to the position held immediately prior to promotion.
- 14.7.5 Promoted employees who have completed the initial probationary period in any classification shall retain all rights, benefits and burdens of a permanent employee as to any classification in which permanency has been obtained.

GRIEVANCE PROCEDURE

15.1 General Conditions:

- **15.1.1** A grievance is defined as a complaint by one (1) or more bargaining unit members or the POA on behalf of one (1) or more bargaining unit members involving the interpretation, application, or alleged violation of this Agreement, District policy, rule, regulation, or practice which violates this Agreement.
- **15.1.2** A grievant is one (1) or more member(s) of the bargaining unit or the POA on behalf of one (1) or more bargaining unit members that has filed a grievance.
- **15.1.3** It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.
- 15.1.4 The grievant must present the grievance in writing on the "Classified Statement of Grievance" form, beginning with the Formal Resolution, Step One (Section 15.2.2). All grievances must be timely filed. Time limits may be extended only by mutual agreement of both parties confirmed in writing. If the Association is a party to either a Group Grievance or Policy Grievance (see section 15.4 15.5), the grievance will identify as many affected employees or classes of employees as possible. All grievances shall contain a clear and concise statement of the grievance, the circumstances involved, the affected employee (s) and the specific remedy(ies) sought. The statement shall be sufficiently specific to enable the District to determine the application of the remedy sought to the affected employees.

15.2 Procedure: Grievances shall be handled in the following manner:

15.2.1 Within thirty (30) calendar days after the occurrence of the act or omission giving rise to the grievance, the grievant shall attempt to resolve the grievance by an informal meeting with the immediate supervisor. If the immediate supervisor and the grievant reach agreement, the informal conference and the agreement is not activated by the parties, and the thirty (30) days stated above shall be reinstated. At the informal grievance meeting both parties shall sign and date a written statement to the effect that informal grievance meeting was held and its resolution if resolved.

- 15.2.2 Step One Formal Resolution: In the event the grievance is not resolved at the informal level, the aggrieved employee shall present the grievance directly to the employee's immediate supervisor in writing within ten (10) working days of the informal meeting with a copy of the grievance to the Director of Human Resources or designee. Within ten (10) working days after receipt of the grievance, the immediate supervisor shall hold a meeting at which the grievant shall be present to discuss and seek to resolve the grievance. If the grievance is not satisfactorily adjusted after the meeting, the immediate supervisor, within ten (10) working days after the meeting, shall reduce to writing his/her response to the grievance.
- 15.2.3 Step Two: If the grievance is not satisfactorily adjusted by employee's immediate supervisor, or if the employee's immediate supervisor fails to respond in accordance with Step One, the grievant shall submit the grievance in writing to the College President or the President's designee with respect to a grievance arising at the College, or the Director of Human Resources, or the designee with respect to a grievance arising at the District level, within ten (10) working days of the response from the immediate supervisor or if the immediate supervisor fails to respond in accordance with Step One. Within ten (10) working days after receipt of the grievance at Step Two, the appropriate administrator shall hold a meeting at which the grievant shall be present to discuss and seek to resolve the grievance. The grievant and the Site Representative shall be notified in writing of the response to Step Two within ten (10) working days after the meeting. The President's designee shall not be any person who has previously addressed the grievance at any of the previous levels.
- 15.2.4 Step Three: If the grievance is not satisfactorily adjusted at Step Two or if the procedures called for at Step Two are not followed, the grievant shall submit the grievance in writing to the Chancellor or Chancellor's designee within ten (10) working days of the receipt of the response at Step Two or if the time periods called for in Step Two have passed. Within ten (10) working days of receipt of the grievance at Step Three, the Chancellor or Chancellor's designee will meet with the grievant in an attempt to resolve the grievance. Within ten (10) working days after this meeting, the Chancellor or Chancellor's designee shall deliver to the grievant and the Site Representative the response to the grievance. The Chancellor's designee shall not be any person who has previously addressed the grievance at any of the previous levels.
- **15.2.5 Step Four:** If the grievance is not satisfactorily adjusted at Step 3, or if the procedures called for are not followed, the Grievant may submit the grievance in writing to the Vice Chancellor, Human Resources to then commence advisory arbitration. The District shall within 10 working days request a panel of 7 names from the California State Mediation and Conciliation Service. The parties shall select an arbitrator by the alternate

striking method. The fees and expenses of the arbitration shall be paid equally by the parties. The loser of the grievance shall however pay the arbitrator's fees. Either party shall bear the expense of the presentation of its own case. The Arbitrator's decision shall be advisory to the Board. Any of the time limits set forth in this Article may be extended by mutual agreement of the parties. No party to a grievance shall be in any way discriminated against or receive any reprisals for utilizing this grievance procedure.

- **15.3 Grievance Witnesses:** The District shall make available for testimony in connection with the grievance procedure a District employee whose appearance is requested by the grievant or POA.
- **15.4 Group Grievances:** If the grievance involves employees with different immediate supervisors, the grievance may be filed at Step Two.
- 15.5 Employee-Process Grievance: An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of POA as long as the adjustment is not inconsistent with the terms of this Agreement. POA shall be provided a copy of any grievances filed by employees directly and any responses by the District. Prior to any resolution of any grievance, POA shall be provided with a copy of the proposed resolution for review. POA shall be given ten (10) days to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.
- **15.6 Grievance Processing:** The grievant and the POA Site Representative shall be entitled to process a grievance with no loss of pay or benefits.
- **15.7 Separate Grievance File:** All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file, which file shall be available for inspection only by the employee, the POA Site Representative upon permission by the grievant and those management, supervisory, and confidential employees directly involved in the grievance procedure.
- **15.8 Purpose:** The District recognizes the need and affirms the right of POA to designate Site Representatives from among employees in the unit. It is agreed that POA in appointing such representatives does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.
- **Duties and Responsibilities of Site Representatives:** The grievant shall have the right to have his/her Site Representative present at any step of this grievance procedure. The following shall be understood to constitute the duties and responsibilities of Site Representatives.

- 15.9.1 After notifying his/her immediate Supervisor, a Site Representative may assist in investigation, preparation, writing, and presentation of grievances. The Site Representative shall advise the Supervisor of the grievant of his/her presence. The Site Representative is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.
- 15.9.2 A Site Representative may accompany a CAL-OSHA representative conducting an on-site walk-around safety inspection of any area, department, division, or other subdivision in fulfillment of the Site Representative's responsibilities.
- **15.10 POA Staff Assistance:** Site Representatives shall at any time be entitled to seek and obtain assistance from POA staff personnel.

SAFETY

- **16.1 Safety Committee:** A District Safety Committee shall include at least one (1) member appointed by POA. This committee shall review health, safety, sanitation and working conditions. This committee should meet not less than every three (3) months and make recommendations to the District concerning improvements in health, safety, sanitation and working conditions.
- 16.2 The District and POA shall establish a Police Department Safety Committee that will meet quarterly to discuss any outstanding Police Officer safety issues.
- **16.3 No Discrimination:** No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of good safety practices.

DISCIPLINARY ACTIONS

- **17.1 Disciplinary Action:** Discipline shall be imposed on employees of the bargaining unit for the following reasons.
 - **17.1.1** Incompetency.
 - **17.1.2** Inefficiency.
 - **17.1.3** Insubordination.
 - **17.1.4** Inattention to or dereliction of duty.
 - **17.1.5** Dishonesty.
 - **17.1.6** Immoral conduct.
 - **17.1.7** Discourteous treatment of public or District employees.
 - **17.1.8** Any willful failure of good conduct that tends to injure the public service.
 - **17.1.9** Any willful or persistent violation of the provisions of this Agreement.
 - **17.1.10** Engaging in a political activity during assigned working hours by the employees.
 - **17.1.11** Repeated unreported, and/or unauthorized absence or tardiness.
 - **17.1.12** Unexcused repeated and persistent absences that result in the disruption and loss in efficiency in the operating unit.
 - **17.1.13** The use of fraud, deception, or misrepresentation of material facts in obtaining an appointment or a place on the eligibility list.
 - **17.1.14** Conviction of a sex offense as defined in Education Code Section 87010 or a narcotic offense as defined in Education Code Section 87011.
 - **17.1.15** Receipt of citizen complaints wherein it is determined the bargaining unit member is culpable of misconduct as a result of an Internal Affairs Investigation.
 - **17.1.16** Finding of violation of Department or District rules and regulations as a result of an Internal Affairs Investigation.

- **17.1.17** For other good and sufficient cause as determined by the Chief of Police.
- **17.2 Timeliness:** The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the District takes disciplinary action, unless such cause was concealed or not disclosed by the employee.
- 17.3 Suspension: Employees may be suspended prior to the Board of Trustees' final decision following a hearing before the Chancellor or designee. The employee may be suspended without pay following the hearing only if the employee's presence at work could prove injurious or harmful to the District. If, after a hearing, the suspension is upheld, the Board of Trustees shall determine whether the suspension is with or without pay. However, employees criminally charged with an offense enumerated in Education Code section 88123 shall be suspended in accordance with the procedures set forth in Education Code Section 88123.
- 17.4 Disciplinary Procedure: When the District seeks the imposition of any disciplinary action, notice of such discipline shall be made in writing and served in person or by certified mail upon the employee by the Chancellor or designee. The notice shall contain (1) a statement of the specific acts or omissions upon which the disciplinary action is based, (2) a statement of the cause for which disciplinary action is taken, (3) the Education Code, policy, rule, or regulation violation, (4) the penalty proposed, (5) copies of the documentary evidence upon which the disciplinary action is based, and (6) a statement of the employee's right to appeal the proposed disciplinary action to the Board of Trustees by filing a written request for hearing with the Office of the Chancellor within fourteen (14) calendar days from postmark of the District's Statement of Charges.
- 17.5 The costs of the disciplinary appeal shall be allocated in accordance with the provisions of 15.2.5 of the Agreement.
- **17.6 Decision by the Board of Trustees:** The decision by the Board of Trustees shall be final.

LAYOFF AND REEMPLOYMENT PROCEDURES

18.1 Layoff: Layoff means termination of employment and includes any reduction in hours, days, or months of employment or assignment to a class or range lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption or employment by layoff.

18.2 Notice of Layoff:

- 18.2.1 Upon the decision of the District's Board of Trustees to layoff a classified employee, written notice of layoff shall be sent by first class mail to the person's last known address on file in the District's Office of Human Resources or delivered in person to the affected classified employee or employees.
- 18.2.2 When, as a result of the expiration of a specially funded program, classified positions are eliminated at the end of a school year, the employee or employees to be laid off at the end of such school year shall be given written notice on or before May 29, informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. If the termination date of any specially funded program, is other than the end of a school year, such notice shall be given not less than thirty (30) calendar days prior to the effective layoff date.
- 18.2.3 When, as a result of a reduction or elimination of the service being performed by any department, the employee or employees to be laid off shall be given written notice of layoff not less than thirty (30) calendar days prior to the effective layoff date and shall be informed of their displacement rights, if any, and reemployment rights.
- **18.2.4** Following receipt of any layoff notice, the POA President and POA Field Representative may meet with District representatives to review the notice and order to layoff.
- **18.3** Order of Layoff: Classified employees within an affected job classification shall be laid off subject to the following provisions:
 - **18.3.1** The order of layoff shall be by seniority as defined in this Article.

- 18.3.2 Seniority shall be determined by Board approved hire date within each classification plus higher classifications. Length of service in a lower classification shall not be credited toward seniority in a higher classification. Paid service performed prior to entering into a probationary status in the classified service shall not be credited toward seniority. Time spent on the following authorized leaves of absence shall be included when computing seniority:
 - Paid leaves of absence
 - Leaves mandated by statute
 - Required military leaves of absence

Time spent on all other leaves of absence shall not be credited toward seniority and shall be deducted from the employee's seniority for purposes of determining layoff.

- **18.3.3** In the case of two (2) or more classified employees with the same seniority, the order of layoff shall be based on the following.
 - **18.3.3.1** Date of first paid service as a probationary employee in the District.
 - **18.3.3.2** By lot.

18.4 Displacement Rights - Demotion in Lieu of Layoff and Bumping Rights:

- 18.4.1 Permanent employee laid off from the employee's present class may elect to be demoted and bump into a vacant position in the next lowest class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into vacant positions in lower classes to avoid layoff. To be considered for demotion into a lower vacant position, the employee shall be required to notify the District Office of Human Resources in writing of such election not later than ten (10) working days after receiving the notice of layoff.
- 18.4.2 To be considered for bumping, which would result in the displacement of a less senior employee in the classification in which the employee subject to layoff has greater combined seniority in the lower and higher classifications, the employee shall be required to notify the District Office of Human Resources in writing of such election not later than ten (10) working days after receiving the notice of layoff.

- 18.4.3 An employee who has accepted a demotion or bumping rights in lieu of layoff, has the right to be reemploy, in accordance with seniority in the former class, for an additional twenty-four (24) month period after the thirty-nine (39) month reemployment period.
- **18.5 Voluntary Reductions in Assigned Time:** The District may elect, in lieu of layoff, to offer reductions in assigned time to classified employees within an affected classification. An employee who elects and receives a reduction in assigned time in lieu of layoff shall, nonetheless, be placed on the thirty-nine (39) month reemployment list, together with an additional twenty-four (24) month period, and shall be eligible to return to this former assigned time in order of seniority.
- 18.6 Return to Former Classification Following Voluntary Demotion or Voluntary Reduction in Hours: Employees taking voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, within the sixty-three (63) month time limit per paragraph 18.5 above, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

18.7 Retirement in Lieu of Layoff:

- 18.7.1 Any employee subject to being laid off or who was in fact laid off may elect to accept a service retirement from the Public Employee's Retirement System in accordance with Education Code Section 88015.
- 18.7.2 The employee shall be placed on a thirty-nine (39) month reemployment list in accordance with of this Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Sections.
- 18.7.3 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.
- **18.7.4** An employee subject to this Article who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.
- **18.7.5** Any election to retire after being placed on a reemployment list shall be retired in lieu of layoff within the meaning of this Article.

18.8 Reemployment:

- 18.8.1 A classified employee who is laid off shall be placed on a thirty-nine (39) month employment list and shall have the right to apply for other positions within the District while the employee's name remains on the reemployment list. The employee shall be required to maintain his/her current address on file with the District Office of Human Resources.
- 18.8.2 If, during an employee's eligibility period for reemployment, positions become vacant within a job classification of a laid off employee or employees, the District shall notify by first class mail addressed to the last known address on file with the Office of Human Resources such employee or employees offering reemployment in order of seniority.
- **18.8.3** If the employee accepts reemployment, the employee shall report to work within ten (10) working days following notification of reemployment.
- 18.8.4 An employee who receives such notice of reemployment, but who does not accept the offer of reemployment within five (5) working days shall be deemed to have rejected the offer of reemployment. After refusal or non-response to the second consecutive offer of reemployment, the employee's name shall be removed from the thirty-nine (39) month reemployment list including all rights hereto.
- 18.8.5 A classified employee reemploy within thirty-nine (39) months after being laid off shall be fully restored to his/her position with all rights to permanent status. Seniority, benefits, or service credit shall not, however, accrue during the period of layoff.
- **18.9 Seniority Roster:** The District shall maintain an updated seniority roster indicating employee's class seniority, and hire date seniority. Such rosters shall be available to POA for review.

18.10 Benefits to Employees Following Layoff:

- **18.10.1** The District shall continue to pay health and welfare benefits at the current rate for all employees laid off and currently receiving benefits for ninety (90) calendar days from the date of layoff.
- **18.10.2** The District shall allow each full time employee subject to layoff who works at least six (6) hours per day with up to twenty-four (24 Hours of accrued personal necessity leave for the purpose of seeking future employment. The twenty-four (24) hours shall be in increments not exceeding four (4) hours each.
- **18.10.3** Employees laid off shall be afforded "substitute" employment in any class within the District for which he/she meets minimum qualifications.

SEVERABILITY

- 19.1 Savings Clause: If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Any invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- **19.2 Replacement for Severed Provision:** In the event of suspension or invalidation of any Article or Section of this Agreement, the District and POA will meet within thirty (30) days after such determination for the purpose of arriving at satisfactory replacement for such Article or Section.
- **19.3 Rules or Regulations:** Rules, regulations, policies and practices which are in effect at the time of this Agreement that affect the wages, hours and working conditions of bargaining unit members shall not be modified without prior consultation with POA.

CONCERTED ACTIVITIES

- 20.1 Apart from, and in addition to, existing legal restrictions upon work stoppages, neither bargaining unit members, POA, or its officers, officials, agents or representatives, shall incite, encourage or participate in any strike, walkout, slowdown, picketing or other work stoppage of any nature whatsoever, against the District during the life of the Agreement for any cause of dispute whatsoever, including, but not limited to, disputes which are subject to any grievance procedure, disputes concerning matters not mentioned in this Agreement, disputes with other labor organizations, persons or employers, jurisdictional disputes, or compliance with the request of other labor organizations to engage in such activity.
- 20.2 In the event that any of the occurrences prohibited by the preceding paragraph takes place, bargaining unit members POA, and its officers, agents, representatives, and responsible officials, shall immediately and publicly disavow such action as unauthorized and use all power within their authority to end or avert such action at the earliest possible time and bargaining unit members, POA and its officers, agents, representatives, and responsible officials shall not honor any picket line set up under any circumstances.
- 20.3 Any employee hereunder engaging in or assisting in any of the activities prohibited by 20.1 above shall be subject to discipline or discharge as determined by the District.

NEGOTIATIONS

- 21.1 Notification and Public Notice: If either party desires to alter or amend this Agreement, it shall, not less than one hundred and twenty (120) days prior to the termination date set forth under Length of Agreement, Article 22, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.
- **21.2 Commencement of Negotiations:** Within five (5) days of satisfaction of the public notice requirement, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- **21.3 Released Time for Negotiations:** POA shall have the right to designate three (3) employees, who shall be given reasonable released time to participate in negotiations.
- **21.4 Agreement of Parties:** This Agreement contains the agreement of the parties as to all existing matters. It is agreed that the District and POA will support the terms of this Agreement during the life of this Agreement and will not seek change or improvement on any matters subject to the meet and negotiation process except by mutual agreement.

LENGTH OF AGREEMENT

- **22.1 Length of Agreement:** This Agreement shall become effective upon ratification by both parties and shall continue in effect to and including June 30, 2015 and from year to year thereafter unless alteration or amendment is requested in writing in accordance with the Negotiations Article 21.
- 22.2 This Agreement constitutes the entire agreement between the parties and concludes meeting and negotiating on subjects dealing with hours of employment and other conditions of employment for the term of this Agreement. It is further understood that any part of this Agreement may be reopened for negotiation with the mutual consent of both parties.

DEFINITIONS

- **23.1** "Anniversary date" is the date upon which an employee is granted salary step advancement earned by completion of a required period of service.
- **23.2** "Classification" is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- **23.3** "Classification description" is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- **23.4 "Demotion"** is a change in assignment of an employee from a position in one classification to a position in another classification that is allocated to a lower maximum salary rate.
- **23.5 "Differential"** is a salary allowance in addition to the basic rate or schedule based upon hours of employment.
- **23.6 "Fiscal year"** is July 1 through June 30.
- **23.7 "Health and Welfare Benefits"** means any form of insurance or similar benefit programs, which may include but not be limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, or long-term disability.
- **23.8** "Hire date" is the date of first paid service as a regular classified employee.
- **23.9 "Incumbent"** is an employee assigned to a position and who is currently serving in or on leave from the position.
- **23.10 "Industrial accident or illness"** is an injury or illness arising out of or in the course of employment in the District.
- **23.11** "Longevity" is years of service with the District regardless of change in position.
- **23.12** "Notice" means whenever notice is required under this Agreement, and no form of notice is otherwise designed, notice to the District shall be personal delivery to the Office of the Chancellor and notice to POA shall be written notice delivered to the President of the local chapter.
- **23.13 "Permanent employee"** is a regular employee who successfully completes an initial probationary period, which shall not exceed twelve (12) work months of service beyond the initial date of employment.

- **23.14 "Probationary employee"** is a regular employee who will become permanent upon completion of a prescribed probationary period.
- **23.15 "Promotion"** is a change in the assignment of an employee from a position in one classification to a vacant position in another classification with a higher maximum salary rate.
- **23.16 "Reallocation"** is a movement of an entire classification from one salary range or rate to another salary range or rate.
- **23.17** "Reclassification" is the upgrading of a position to a higher classification as a result of the increase of duties and/or responsibilities being performed by the incumbent in such position.
- **23.18 "Safety conditions of employment"** means any work-related condition affecting the health, safety, or welfare of the employee.
- 23.19 "Salary rate" is a specific amount of money paid for a specific period of service.
- **23.20** "Salary schedule" is a series of salary steps and ranges which comprise the rate of pay for all classifications.
- **23.21 "Salary step"** is one of the salary levels within the range of rates for a classification.
- **23.22** "Short-term employee" is a person hired for a specific temporary project of limited duration which, when completed, the services of the employee shall no longer be required.
- **23.23** "Substitute employee" is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
- **23.24** "Uniforms" means any clothing of a particular color, design, pattern, or style required to be worn by the District shall be considered a uniform.
- **23.25 "Voluntary demotion"** is a demotion agreed to in writing by the employee and the District.
- **23.26 "Working hours"** means any day the District Administrative Offices are open for business.
- **23.27 "Working day"** means any day the District Administrative Offices are open for business.
- **23.28** "Employee" shall mean bargaining unit member.

- **23.29 "Hourly Rate"** is determined by dividing the monthly rate provided in the POA contract by 168 and the results carried to two (2) decimal places and rounded off.
- **23.30 "Location"** is defined as any internal operating unit within one of the following: Irvine Valley College, District Services, Saddleback College, and future satellite location.
- **23.31 "Seniority for Purposes of Layoff"** is based upon Board approved hire date within each employee's classification plus higher classifications.
- 23.32 "Substitute Rate" shall be computed at step 1 on the salary schedule.
- 23.33 "Serious Bodily Injury" means a serious impairment of physical condition, including but not limited to, the following: loss of consciousness, concussion; bone fracture; protracted loss or impairment of functions of any bodily member or organ; a wound requiring extensive suturing; and serious disfigurement.
- **23.34** "**Transfer**" is a move from an employee's current location, operating unit, or shift to another within South Orange County Community College District within the employee's same classification.
- 23.35 "Chief of Police" complete title is Director, Safety and Security, Chief of Police.

EXHIBIT A

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

POLICE OFFICER SALARY SCHEDULE 2012-2013 (1.2% Salary Increase)

CLASSIFICATION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
RANGE 1 Campus Security Officer	Monthly	3,060	3,213	3,374	3,543	3,720	3,906
	Hourly	18.214	19.125	20.083	21.089	22.143	23.250
RANGE 2 Police Officer & Police Officer (Weekends/Holidays)	Monthly	4,377	4,601	4,827	5,069	5,322	5,591
= =====	Hourly	26.054	27.387	28.732	30.173	31.679	33.280

Board Approved **5/21/12** Effective 7/1/12

EXHIBIT B

CAMPUS SECURITY OFFICER – Range 1

DEFINITION

Campus Security Officers receive general supervision from the Director of Safety and Security/Chief of Police, and/or Assistant Director of Safety and Security/Deputy Chief of Police. They provide for the physical security of district property and the personal protection of students, faculty, staff, and visitors, by implementing and enforcing district policies, rules and regulations, and crime prevention and awareness strategies.

EXAMPLE OF DUTIES

Performs foot and vehicular patrols of the entire campus; offers assistance and aid to any person in need of help; checks buildings and grounds regularly for security and safety compliance; coordinates with campus police and external emergency services agencies for assistance when required; maintains an accurate daily log of performed duties and relevant observations; communicates with superiors and peers as soon as possible after observing an incident; observes, reports, and preserves evidence of crimes and incidents or problems; operates district vehicles in a safe and conscientious manner; and performs related duties as required and directed.

LICENSE AND CERTIFICATIONS REQUIRED

- Possession of valid and appropriate California Driver's License.
- Possession of current P.C. 832 certification or ability to successfully complete P.C. 832 training within one year after hire.
- Possession of current school security officer training certificate pursuant to California Education Code Section 72330.5 and Business and Profession Code Section 7583.45, as provided by the Bureau of Security and Investigative Services of the California Department of Consumer Affairs, or ability to successfully complete said training within one year after hire.
- Valid and current basic first aid and CPR certification.

MINIMUM QUALIFICATIONS

Knowledge of:

- California criminal law and safety statutes.
- Common fire and safety hazards and related equipment.
- Techniques and procedures applicable to theft and loss prevention and reporting.
- Traffic and parking control.
- Appropriate safety and security precautions and emergency procedures.

Ability to:

- Interrelate and deal effectively with diverse campus groups and individuals under routine and stressful conditions.
- Learn and correctly interpret district and college rules, regulations, and policies.
- Communicate effectively, both orally and in writing.
- Write clear, concise, and comprehensive reports.
- Effectively use and maintain issued equipment.
- Operate a vehicle observing legal and defensive driving practices.
- Understand and effectively carry out oral and written instructions.
- Establish and maintain effective relationships with students, faculty, staff, law enforcement personnel and the community in general.

EDUCATION AND EXPERIENCE

Individuals possessing the knowledge, skills, abilities, and licenses and certifications listed above are considered to possess the necessary education and experience. Prior successful experience in the security or law enforcement fields is desirable.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Strength: Sustained posture or intense attentiveness for prolonged periods. At least half of the workweek requires exposure to sensory extremes. Light lifting, carrying and/or pushing objects weighing less than 30 pounds. Willing to work any of three shifts with irregular days off.

EXHIBIT C

POLICE OFFICER – Range 2

DEFINITION

To perform a variety of law enforcement and security related duties to ensure the safety of students, faculty, staff and visitors, and the security of college property and facilities.

SUPERVISION RECEIVED AN EXERCISED

Receives direction from the Director of Safety and Security/Chief of Police or the Assistant Director of Safety and Security/Deputy Chief of Police.

<u>EXAMPLES OF DUTIES</u> – Duties may include, but are not limited to, the following:

Patrol assigned area on foot or in a vehicle; issue verbal or written citations for violations observed; enforce parking and related traffic ordinances.

Patrol buildings, classrooms and restrooms; secure doors, turn out lights and check windows; frequently monitor high security areas; check electrical panels, monitors storage areas; guard against theft and vandalism.

Check mechanical equipment including alarm systems and report operating failures.

Keep daily activity log; fill out appropriate forms and reports; alert fellow officers of unusual or suspicious occurrences.

Provide security to all persons during a power failure, earthquake, fire, bomb threat or other mishaps; direct building evacuations; provide crowd control; assist persons stuck in elevators.

Assist the public by providing directions and responding to questions and inquiries; direct traffic at peak traffic times; provide vehicle jump-starts and openings.

Pick up and return lost and found items; search for lost adults or children.

Collect parking lot meter money and deliver to the business office.

Intervene and mediate in disturbances and disputes.

Perform related duties as assigned.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment

At least half of each week requires exposure to sensory extremes. Several times weekly, exposure to chance of injury or loss of life, which can be substantially controlled by use of significant safety precautions.

Physical Demands

Sustained posture or intense attentiveness for prolonged periods. Light lifting (less than 30 lbs.), some walking, pushing, pulling, on a regular basis.

QUALIFICATIONS

Knowledge of:

Principles, practices, methods and procedures of law enforcement and traffic control.

Pertinent Federal, State and local laws, codes, and regulations.

Appropriate responses for emergency situations.

Use and care of firearms.

Basic first aid and CPR.

Ability to:

Interpret and apply Federal, State and local policies, procedures, laws and regulations.

Administer procedures related to safety and security.

Work independently in the absence of supervision.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Two years of law enforcement or security experience.

Training:

Equivalent to an Associate of Arts degree with major training in law enforcement, security or a related field.

License or Certificate

Possess current P.O.S.T. academy certification (basic officer training) approved by the California Peace Officers Standards and Training Commission (POST); possession of a valid California driver's license, and a current and valid First Aid/CPR Certificate.

Medical/Psychological Testing and Background Check

Must pass a medical and psychological test are required by Government Code Section 1031(F) and required to submit to a thorough background investigation pursuant to Government Code Section 1031 to comply with the standards established by the Commission for P.O.S.T.

EXHIBIT D

POLICE OFFICER (WEEKENDS/HOLIDAYS) – Range 2

DEFINITION

To perform a variety of law enforcement and security related duties to ensure the safety of students, faculty, staff and visitors, and the security of college property and facilities.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Director of Safety and Security/Chief of Police or the Assistant Director of Safety and Security/Deputy Chief of Police.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Patrol assigned area on foot or in a vehicle; issue verbal or written citations for violations observed; enforce parking and related traffic ordinances.

Patrol buildings, classrooms and restrooms; secure doors, turn out lights and check windows; frequently monitor high security areas; check electrical panels, monitors storage areas; guard against theft and vandalism.

Check mechanical equipment including alarm systems and report operating failures.

Keep daily activity log; fill out appropriate forms and reports; alert fellow officers of unusual or suspicious occurrences.

Provide security to all persons during a power failure, earthquake, fire, bomb threat or other mishaps; direct building evacuations; provide crowd control; assist persons stuck in elevators.

Assist the public by providing directions and responding to questions and inquiries; direct traffic at peak traffic times; provide vehicle jump-starts and openings.

Pick up and return lost and found items; search for lost adults or children.

Collect parking lot meter money and deliver to the business office.

Intervene and mediate in disturbances and disputes.

Perform related duties as assigned.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment

At least half of each week requires exposure to sensory extremes. Several times weekly, exposure to chance of injury or loss of life, which can be substantially controlled by use of significant safety precautions.

Physical Demands

Sustained posture or intense attentiveness for prolonged periods. Light lifting (less than 30 lbs.), some walking, pushing, pulling, on a regular basis.

QUALIFICATIONS

Knowledge of:

Principles, practices, methods and procedures of law enforcement and traffic control.

Pertinent Federal, State, and local laws, codes, and regulations.

Appropriate responses for emergency situations.

Use and care of firearms.

Basic first aid and CPR.

Ability to:

Interpret and apply Federal, State and local policies, procedures, laws and regulations.

Administer procedures related to safety and security.

Work independently in the absence of supervision.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Minimum Qualifications

Any combination equivalent to an Associate of Arts degree with major training in law enforcement, security or a related field, and;

Two years of law enforcement or security experience.

License or Certificate

Possess current P.O.S.T. academy certification (basic officer training) approved by the California Peace Officers Standards and Training Commission (POST); possession of a valid California driver's license, and a current and valid First Aid/CPR Certificate.

Medical/Psychological Testing and Background Check

Must pass a medical and psychological test are required by Government Code Section 1031(F) and required to submit to a thorough background investigation pursuant to Government Code Section 1031 to comply with the standards established by the Commission for P.O.S.T.

EXHIBIT E

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE JOB PERFORMANCE EVALUATION

TYPE OF REVIEW

Employee	Annual	Period Covered:		
Classification	☐ Probation	☐ 6 month	□11 month	
Supervisor	Specific Duty Assi	gnment		
AS A VALUED MEMBER OF THE SOUTH ORANGE CO	OUNTY COMMUNIT	TY COLLEGE DISTRICT	POLICE	
I WILL STRIVE FOR:				
• Individual Honesty				
Personal Integrity				
Professionalism and Ethical Conduct				
• A Strong Work Ethic				
• The Willingness to Accept Personal Responsibility				
A Strong Sense of Fairness				
High Standards for Excellence in Job Performance				
A Strong Sense of Service	ce to the District Co.	mmunity		
I agree to adhere to and follow, to the best of my abili in the LAW ENFORCEMEN AND SOUTH ORANGE COUNTY COMMURULES AND REGULA	TT CODE OF ETHICS THE NITY COLLEGE DIS		ontained	
Employee Signature		Date		

I. COMMUNITY ORIENTED POLICING/HUMAN RELATIONS				
PERFORMANCE MEASURES	0	E	ME	NI
 a. Treats all persons with respect, avoiding sarcasm and derogatory remarks b. Communicates effectively with all types of people/groups c. Maintains effective working relationships with co-workers and supervisors d. Exhibits sincere interest / concern for problems and viewpoints of others e. Establishes contacts within the district community to foster mutual 				
trust and respect f. Is aware of and addresses issues that lead to deterioration of trust and				
g. Recognizes visible signs of disorder and takes appropriate steps to correct situations				
h. Projects a positive, professional attitude in the daily performance of duties				
II. PROBLEM SOLVING / FIELD ACTIVITIES				
II. PROBLEM SOLVING / FIELD ACTIVITIES PERFORMANCE MEASURES	0	E	ME	NI
PERFORMANCE MEASURES a. Maintains knowledge of problems and potential patterns within assigned	o _	E 🗆	ME	NI 🗆
PERFORMANCE MEASURES a. Maintains knowledge of problems and potential patterns within assigned area b. Routinely uses Crime Analysis data to analyze crime trends and patterns c. Shares information with officers assigned to their area on other shifts d. Utilizes a wide variety of resources to develop strategies for problem				
PERFORMANCE MEASURES a. Maintains knowledge of problems and potential patterns within assigned area b. Routinely uses Crime Analysis data to analyze crime trends and patterns c. Shares information with officers assigned to their area on other shifts d. Utilizes a wide variety of resources to develop strategies for problem solving e. Develops resources to deal with related problems within their assigned area f. Recognizes and utilizes enforcement as a problem solving tool g. Maintains acceptable and productive levels of field activity that impact				
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HI DEDGONAL CHADA CEEDIGEICE				
III. PERSONAL CHARACTERISTICS				
PERFORMANCE MEASURES	O	E	ME	NI
a. Uniform appearance b. Physical fitness as required for current work assignment c. Knowledge of laws and relevant case decisions d. Knowledge of and compliance with laws affecting schools and colleges and department rules, regulations, and procedures e. Attendance / punctuality f. Care, use, and maintenance of assigned equipment g. Time management (response to calls / return to "in-service" status) h. Decision making ability uses proper discretion and takes ownership for decisions i. Communication skills (radio demeanor) j. Displays enthusiasm and interest in serving the district community				0000
COMMENTS:				
IV. CALLS FOR SERVICE/FIELD PERFORMANCE				
PERFORMANCE MEASURES	O	E	ME	NI
 a. Vehicle operation skills (routine calls for service) b. Vehicle operation skills (emergency calls for service) c. Ability to control and coordinate resources at emergency scenes d. Ability to exhibit calm, tactful, deliberate demeanor at emergency scenes e. Tactical abilities (safe placement of supporting officers and resources at routine and/or emergency scenes) f. Demonstrates proper officer safety techniques / tactics during suspect contacts when 				
necessary g. Exercises care and control of prisoners when necessary h. Uses productive case investigation techniques (including preservation of evidence) i. Prepares clear, concise, and accurate reports for department and court use j. Uses proper grammar, spelling, and punctuation in reports as exhibited by the lack of report corrections. Writes complete reports, includes all necessary informatic	□ □ □ □ □ on/elements			
 g. Exercises care and control of prisoners when necessary h. Uses productive case investigation techniques (including preservation of evidence) i. Prepares clear, concise, and accurate reports for department and court use 	□ □ □ □ con/elements □ □			
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OVERALL PERFORMANCE RATING FOR THIS REVIEW PERIOD			
OUTSTANDING	EXCELLENT	MEETS EXPECTATIONS □	NEEDS IMPROVEMENT □
	COMMENTS	ON OVERALL PERFORMA	NCE
OBJECTIVES / EXPECTATIONS FOR NEXT REVIEW PERIOD			
RATERS SIGNATURE	DATE	CHIEF OF POLICE	DATE
EMPLOYEES SIGNATU	RE DATE	ADMINISTRATOR	DATE
	PRESID	ENT DA	TE

CONTINUATION PAGE		
USE THIS PAGE FOR CONTINUATION OF "COMMENTS" OR PERFORMANCE OBJECTIVES		

EXHIBIT F

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

FITNESS FOR DUTY POLICY

PURPOSE

The purpose of this policy is to establish consistent procedures for ordering and implementing fitness for duty evaluations of sworn personnel and other personnel involved in public safety functions. Such evaluations are necessary for the safety and welfare of the community and department personnel, and to insure compliance with California law. California Government Code Section 1031 (f) mandates that all peace officers in California "[b]e found to be free from any physical, emotional or mental condition which might adversely affect the exercise of the powers of a peace officer."

It is not the intention of this policy to interfere with a supervisor's ability to recommend or suggest personal counseling to a subordinate, nor is this policy intended to alter or replace confidential counseling provided by the department as a result of critical incidents. Rather, this policy is intended to provide a mechanism for the assessment of an employee's mental, emotional and/or physical ability to perform essential functions of their position when the employee's conduct, behavior and circumstances indicate that continued service by the employee may be a threat to public safety, the safety of other employees, the safety of the particular employee, or, may interfere with the District's ability to deliver effective police services.

PROCEDURES

<u>Criteria</u>. To assist in determining the continuing emotional, mental and medical fitness of officers to carry out their essential duties as armed peace officers, and other employees whose duties affect the public safety, all supervisory employees should be alert to any indication that an employee may not be emotionally, mentally or medically fit. Such indications may include but are not limited to the following factors. The mere presence of any one factor or combination of factors may not be sufficient to order the evaluation. However, such presence should not be ignored and may lead to the ordering of an evaluation. While there is a great variety and range of acceptable behavior among employee's dramatic or sudden changes in any particular employee's customary behavior may increase concern.

• One or more personnel complaints after consultation with the appropriate Chief of Police, whether originated internally or externally, particularly complaints of the use of unnecessary or excessive force, inappropriate verbal conduct, or any conduct indicating an inability to exercise self control and self discipline.

- An abrupt and negative change in customary behavior, toward an inability to perform essential functions of the position.
- Irrational verbal conduct or behaviors, including delusions and hallucinations.
- Suicidal statements or behaviors, or personal expressions of mental instability.
- Unexplained and excessive tiredness or hyperactivity.
- Dramatic change in eating patterns resulting in sudden weight loss or gain, or diagnosis of a life threatening eating disorder.
- Change in behavior pattern to inattention to personal hygiene and health.
- Inappropriate use of alcohol, medications or other drugs, including symptoms of illegal drug use.
- Memory losses.
- Impatience or impulsiveness, especially with a loss of temper.
- A pattern of conduct indicating a possible inability or decrease in ability to defuse tense situations, a tendency to escalate such situations or create confrontations.
- Unexplained and inappropriate excessive lateness or absenteeism.
- Any other factor or combinations of factors that causes a supervisor to reasonably suspect that a fitness for duty evaluation may be necessary.

<u>Reporting</u>. Any supervisor observing circumstances indicating that the emotional, mental or physical fitness of an employee may be in question should meet with the employee, if to do so will not aggravate the situation. If the meeting does not relieve the supervisor's concerns, or no meeting is conducted, the involved supervisor shall contact the Chief of Police and prepare a written report of the circumstances if so directed.

An employee is not required to disclose a disability to a supervisor, however, a supervisor may inquire regarding the conduct, behavior or circumstances that give rise to his or her concerns. Where appropriate, a supervisor and employee may also discuss reasonable accommodations that may enable the employee to perform the essential functions of his or her position.

<u>Relief from Duty</u>. In aggravated circumstances, such as when an employee's conduct immediately or directly threatens safety, the Chief of Police may immediately relieve the employee of duty with pay until the matter is resolved (or until placed on immediate suspension without pay pursuant to Board Resolution), pending further evaluation. In

other cases, employees may be relieved from duty or reassigned as necessary for public safety or the efficient operation of the department, pending completion of an evaluation. Any readily accessible or department provided weapons or other department property may be seized by the supervisor and where appropriate, the employee ordered not to exercise peace officer or other official powers. Nothing in this policy is intended to prevent or limit a supervisor from taking any emergency action reasonably necessary to protect life or property. Any employee relieved of duty under this policy is subject to the same protections as set forth by the District's disciplinary procedures and applicable law.

Order for the Evaluation. The Chief or his designee may determine, in the exercise of his or her discretion and with or without additional investigation that a fitness for duty evaluation is or is not warranted. If an examination is warranted, it should be scheduled for the earliest opportunity.

The employee should receive a written order for the evaluation. Such order should include a brief description of the reasons for the evaluation.

It should also specify the date, time and place of the evaluation; the name of the psychologist and or medical doctor conducting the evaluation; a directive to cooperate with the psychologist's and/or medical doctor's and/or staff requests, and completely and honestly answer any questions posed by the psychologist medical doctor or staff; and notice that the evaluation is being conducted for use by the department. The notice shall also state that the evaluation is confidential between the employee and the evaluator to the extent required by the Confidentiality of Medical Information Act (Civil Code Section 56 et seg.), which allows the evaluator to release limited information to the department as specified below.

Selection of the Evaluator for Determining Psychological Fitness for Duty. The POA and the District agree to utilize the following list of evaluators for psychological evaluation to determine an employee's fitness for duty:

- Gina Gallivan (District)
- Susan Saxe-Clifford (POA)
- 2. 3. 4. Daniel Rybicki (POA)
- Victoria Havassy (District)
- Ronald Offenstein (District)

In the event one or more of the listed evaluators no longer can perform the service as an evaluator, the party submitting the evaluator's name shall submit a replacement name to the other party for inclusion on the panel. The District and the POA shall engage in the alternate striking method of determining the evaluator to be used to determine the employee's psychological fitness for duty. The District shall utilize P.O.S.T.'s 15 Job Dimensions Required of a Police Officer as criteria for the evaluator to utilize in determining psychological fitness for duty. (Attachment). The evaluator's report shall be binding on both parties.

<u>Requirements for the Evaluator</u>. The evaluator must meet the requirements of 1031 (f) of the Government Code. The evaluator shall be instructed by the District to release only that information permitted under this policy or otherwise permitted by law.

<u>Limited Scope of Report</u>. The department has a right to information that is necessary to achieve a legitimate purpose. The evaluation is ordered by and conducted for the department. It is not for the purpose of treatment but to determine fitness for duty. The limited verbal and/or written results of the evaluation will be provided to the Department as a confidential personnel record. Unless necessary for determining fitness for duty, no statement of medical cause shall be included in the report.

<u>Exception</u>. Where the employee has initiated a lawsuit, arbitration, grievance, worker's compensation or other claim or challenge involving his or medical history, mental or physical condition, or treatment, the report may contain information which is relevant to that action.

An employee may waive in writing any or all restrictions on the information reported to the employer.

<u>Disposition of Report</u>. The department shall establish appropriate procedures to protect the information from unauthorized use or disclosure. The report will be placed in a sealed envelope and retained in the employee's separate secure medical file in the Human Resources Department. The report may only be sued or disclosed in a legitimate and appropriate proceeding to the extent authorized or compelled by law or agreement.

<u>Refusal to Cooperate</u>. Refusal to comply with the order or any of its parts, or with reasonable requests by the evaluator shall be deemed insubordination, and shall be grounds for disciplinary action, up to and including termination. Statements made to the evaluator shall be considered compelled and may not be used in a criminal or civil proceeding against the employee.

<u>Disposition</u>. Depending upon the results of the evaluation and the recommendation of the evaluator, the Department may:

- Return the employee to full duty,
- Place the employee on temporary light or modified duty,
- Remove the employee from any duties pending treatment and re-evaluation,
- Conditionally allow full or modified duty on receipt of treatment,
- Institute or resume disciplinary proceedings as appropriate.

Where possible, it is always the department's intent to rehabilitate an employee and achieve a return to full duty status.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE DEPARTMENT

Chief
Notice of Psychological Fitness for Duty Evaluation
dum will serve as a written order directing you to submit to a Fitness for Duty Evaluation.
or the evaluation are:
e behavior, circumstances, etc. and refer to any of the appropriate factors under the Procedures section of this General Order)
is scheduled for (day, date and time) and will be held in the office of Dr The address is

You are directed to cooperate with the psychologist's and/or medical doctor's and/or staff requests and completely and honestly answer any questions posed by them. The evaluation is being conducted for use by the Department, however, the evaluation is confidential between the employee and the evaluator to the extent required by the Confidentiality of Medical Information Act (Civil Code Section 56 et seq.), which allows the evaluator to release limited information to the Department. You may authorize the evaluator to release additional information to the department.

Refusal to comply with this order or any of its parts, or with the reasonable requests of the evaluator, shall be deemed insubordination, and shall be grounds for disciplinary action, up to and including termination. Statements made to the evaluator shall be considered compelled and may not be sued in a criminal or civil proceeding against the employee.

CHIEF OF POLICE (OR DESIGNATE)

EXHIBIT G

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ALCOHOL AND DRUG ABUSE POLICY

I. <u>INTRODUCTION</u>

- A. This policy is adopted in compliance with the Drug-Free Workplace Act of 1988 (Title V, Subtitle D of Public Law 100-690) and the Drug-Free Workplace Act of 1990 (California Government Code Section 8350-8357). This Policy establishes explicit guidelines for the enforcement of the prohibition against employees bringing alcohol, illegal narcotics or other illegal habit-forming drugs onto District premises and into work areas, or appearing for an assigned work shift while under the influence of alcohol or any drug or medication which impairs his/her ability to safely and efficiently perform the required duties of the position.
- B. To maintain a safe, healthful, and productive work environment for all employees, and to eliminate substance abuse and its effect in the workplace, it is the District's duty to ensure that employees are in a condition to perform their duties safely and efficiently, in the interest of their co-workers and the public, as well as themselves. The presence of drugs on the job and the influence of controlled substances on employees during working hours are inconsistent with this objective.
- C. In recognition of the public service responsibilities entrusted to the members of the Department, and in recognition that drug abuse can hinder one's ability to perform duties safely and effectively, the following policy is adopted by the Department.

II. POLICY

- A. The South Orange County Community College District Police Department is committed to maintaining a workplace free from the influence of alcohol and drugs. The Department will act to eliminate any substance abuse as it increases the potential for accidents, absenteeism, substandard performance, poor employee morale, or the Department's reputation. Alcohol and drug abuse will not be tolerated and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.
- B. In order to assure the safety, health and well-being of Department members, it is the policy of the Department that employees comply with the following requirements. Compliance with this policy shall be considered a condition of employment with the Department.

- C. Employees shall not use, possess or be under the influence of alcohol or drugs during working hours.
- D. Employees shall not unlawfully manufacture, sell, distribute, dispense, possess, or use alcohol or drugs on District property, at work, or while on duty.
- F. Employees shall not have their ability to work impaired as a result of the use of alcohol or drugs. An employee whose work is impaired for a legitimate reason, such as the use of medically medications and drugs, should contact their supervisor to arrange for whatever accommodation is needed or available.
- G. If convicted of a criminal drug violation occurring at the workplace, an employee shall notify his/her supervisor within five calendar days of the conviction pursuant to federal law.
- H. Employees may be subject to disciplinary action up to and including termination for criminal drug possession, use, manufacture, distribution or sale occurring on or off duty.
- I. The District will comply with the provisions of the Public Safety Officers Procedural Bill of Rights (Government Code Sections 3300 et seq.)when sworn police personnel are subject to investigation or discipline in connection with this policy.
- J. Employees as to whom there is a reasonable suspicion of being under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable time until he or she can be safely transported from the work site.
- K. Employees whose drug and alcohol testing results indicate a violation of this policy as a result of random testing shall be prevented from engaging in further work and shall be referred directly to the Chief of Police for appropriate disposition.
- L. Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek assistance from the District's Employee Assistance Program, where one is available, or to contact the Human Resources Director for information on rehabilitation sources. Referrals by the Human Resources Director will be handled in a confidential manner.
- M. Employees identified as violating this policy may be required to satisfactorily complete an alcohol or drug abuse assistance/rehabilitation program as a condition of continued employment. While the District is supportive of those who seek help voluntarily, the District will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

III. PROCEDURE

A. Determination of Presence of Alcohol, Illegal Narcotics or Illegal Habit Forming Drugs.

Each supervisor is responsible for the consistent enforcement of this policy.

When a supervisor has a reasonable suspicion that an employee is under the influence of alcohol or drugs, he/she will remove the employee from the work site to an office or conference room and notify the Chief of Police. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of alcohol or drugs so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- a. Bloodshot eyes
- b. Slurred speech
- c. Odor of alcoholic beverage on breath
- d. Unsteadiness in walking
- e. Possession of alcohol or drugs
- f. Information obtained from a reliable-person with personal knowledge
- g. The following situations may prompt a supervisor or other appropriate staff to investigate further for evidence of objective symptoms which may constitute reasonable suspicion that the employee is under the influence of alcohol or drugs:
 - 1. An accident involving District property;
 - 2. Physical altercation;
 - 3. Verbal altercation:
 - 4. Behavior which is so unusual that it warrants summoning a supervisor/manager or anyone else for assistance.

h. The supervisor shall document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of alcohol or drugs.

An employee suspected of being under the influence of alcohol or drugs may be ordered to submit to alcohol or drug testing. Results of such tests shall be provided to the Director of Human Resources. Only those managers/supervisors who have a "need-to-know," as determined by the Director of Human Resources, shall have access to alcohol and drug test results.

Supervisors shall not physically search the person of employees, nor shall they search personal possessions of employees without the freely given written consent of, and in the presence of, the employee.

Managers and supervisors shall notify the Chief of Police or designate when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District.

An employee determined to be unable to perform duties in a satisfactory or safe manner may be placed on a leave with pay by the Chief of Police or designate pending review of the situation.

IV. <u>DISPOSITION OF VIOLATIONS OF ALCOHOL OR ILLEGAL DRUG PROHIBITION</u>

- A. Any employee found to be in violation of this prohibition is subject to discipline, up to and including termination.
- B. The District recognizes that the abuse of alcohol or drugs is a progressive illness which can be arrested if treated in a sensitive and timely manner.

Therefore, any disciplinary action shall consider the appropriateness of and commitment to treatment programs pursued by the employee, the employee's work record, and the problems created by the employee's absence.

- C. If an employee is allowed to remain in District employment while undergoing treatment for an alcohol or drug abuse related problem, he/she shall the authorize the Director of Human Resources, or designate, sufficient access to records, treatment providers, etc., to adequately monitor progress of treatment and determine capacity to carry on his/her job
- D. Failure of an employee who has committed himself/herself to follow a treatment program or to rigidly adhere to that program will make him/her subject to discipline, up to and including termination.

V. <u>IMPAIRMENT OF WORK PERFORMANCE BY MEDICATIONS AND DRUGS</u>

A. Employees shall not report to work under the influence of medications or drugs, or utilize such substances while they are on duty, if their ability to safely and effectively perform assigned duties is impaired as a result of the use of the medication or drugs. While use of medically prescribed or legal non-prescription medications and drugs is not a violation of this policy, taking medications or drugs may interfere with the safe and effective performance of duties or operation of District equipment. Employees reasonably believed to be under the influence of prescribed medication or legal non-prescription drugs which may interfere with the safe and effective performance of duties shall be prevented from engaging in further work, but shall be detained for a reasonable time until an authorized District representative can ensure that the employee can reach home in a safe manner. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician will be required.

VI. ALCOHOL AND DRUG TESTING

A. Alcohol and drug testing is applicable to all employees and applicants to designated positions with the District.

B. <u>Pre-Employment Screening</u>

Applicants to positions for which a drug-screening test is required will be informed that an alcohol and drug test will be conducted during the preplacement medical examination and that a positive result could disqualify the applicant.

If a positive result is obtained, the specimen will be retested. A job applicant who is denied employment because of a positive alcohol/drug test will be removed from <u>any</u> Eligibility List but may reapply for employment after a six (6) month waiting period.

C. On the Job Alcohol/Drug Test

Investigation

a. When a supervisor suspects that an employee may be impaired or affected by alcohol or drug use, an investigation shall be conducted promptly and properly. When practicable the investigation should be conducted by a supervisor other than the one who originally suspected the condition.

- b. If it is determined that alcohol/drug testing will be requested, advise the employee of his/her right to have a representative present. The representative must be available within a reasonable time (within one (1) hour.)
- c. To determine whether alcohol/drug testing is appropriate, the reasonable suspicion guideline described in Section .2 should be followed.
- d. Review observations with the employee. If determined that an alcohol/drug test is appropriate during regular business hours, the supervisor will confer with the Director of Human Resources or designate immediately. The Director of Human Resources or designate will contact the District's clinic to arrange for an immediate alcohol and/or drug test.
- e. An employee reasonably suspected of being under the influence of alcohol will be requested to submit to a breath test administered in the Police Department and/or a blood test administered by a District-selected clinic.
- f. An employee reasonably suspected of being under the influence of drugs will be requested to submit to a urine test administered by a District-selected clinic.
- g. An employee will be asked to sign a consent/release form (Exhibit A) and chain of custody form prior to administration of blood or urine alcohol/drug tests.
- h. An employee who refuses to consent to alcohol/drug testing may be disciplined for misconduct or unsatisfactory job performance up to and including termination.
- i. Samples for a blood or urine test will be taken at a District-selected clinic and sent to a National Institute of Drug Abuse (NIDA) approved laboratory for analysis.

1.

Between the hours of 9 a.m. and 9 p.m. everyday,

j. The supervisor shall arrange for transportation for the employee to the clinic and to the employee's home following the tests.

D. Reasonable Suspicion Testing

An employee must submit immediately to an alcohol and drug test when requested by a manager or supervisor.

Reasonable suspicion for testing means suspicion based on specific, personal observation of a supervisor and/or the Chief of Police, or designate. (Whenever possible, two supervisory/management employees should observe an employee's behavior and participate in the questioning of an employee.)

The supervisor shall document the following in a confidential memo to be maintained in Department files with a copy to the employee:

- a. Specific, personal observation concerning the appearance, smell, behavior, speech, or performance of the employee.
- b. Violations of a safety rule, or other work incidents which, after further investigation of the employee's behavior leads the supervisor to believe that alcohol and/or drug use may be a contributing factor.
- c. Other physical, circumstantial or contemporaneous indicators of alcohol or drug use.

E. Return to Duty Testing/Follow Up Testing

Any police officer employee who has committed an action prohibited by this policy must submit to a return to duty test before he/she may be returned to his/her position. The test result must indicate an alcohol concentration of *no more than 0.00*, or verified negative result on a controlled substance test.

In order to be allowed to return to work in his or her safety-sensitive position, a police officer must test negative on the return to duty drug test, and less than 0.02 on the return to duty alcohol test. The police officer will be subject to unannounced drug and alcohol tests for up to 60 months after returning to work with a minimum of at least six (6) unannounced drug or alcohol tests on the employee during the first year back to the police officer position.

No police officer shall be permitted to return to duty or remain on duty requiring the performance of police functions while having an alcohol concentration of *no more than 0.00*. Police officers are prohibited from using alcohol while performing police functions. No police officer shall use alcohol within four (4) hours prior to performing police functions including substitute police officers as well.

Police officers tested for alcohol of concentrations of *more than 0.00* shall not be required to perform police duties but shall be retested and not

returned to police duties until the alcohol concentration is no more than 0.00. Such employees are deemed in violation of this policy and shall be considered for disciplinary action up to and including termination of service.

F. Substances for Which Testing Will Occur

The alcohol and/or test may test for any substances which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to the following:

- a. Prescription medications
- b. Marijuana (Cannabinoids)
- c. Cocaine
- d. Opiates (Narcotics such as heroin, morphine, codeine, and other medical narcotics)
- e. Phencyclidine (PCP)
- f. Amphetamines/Methamphetamine
- g. Barbiturates
- h. Benzodiazepines
- i. Propoxphene
- j. Alcohol

G. <u>Test Results</u>

If the initial screening test is positive, the laboratory will perform a confirmation test before reporting a positive result to the District.

The laboratory utilized will notify the Director of Human Resources or designate of test results by telephone and a written report will be mailed. The Director Human Resources or designate will notify the Chief of Police or designate, who in turn will notify the employee.

If the test results are positive, the employee will be given one working day to present medical information to the Department designee showing there is a legitimate explanation for the results including prescribed medication.

H. Confidentiality

Laboratory reports and/or test results will be placed in an employee's personnel file. Laboratory reports and/or test results will be maintained in a separate confidential medical records file which is maintained in the Department of Human Resources.

Only those supervisory/management employees who have a valid, "need-to-know", will receive alcohol/drug test results. The results of individual tests shall not be released to anyone other than those who have a "need-to-know" without express written authorization of the tested individual, unless ordered by means of proper legal procedures and appropriate legal authority (i.e. subpoena) or in connection with a District disciplinary proceeding.

I. <u>Disciplinary Actions</u>

The Department may take disciplinary action up to and including termination against any employee who:

- a. Tests positive for drugs in an amount that would impair job performance.
- b. Tests positive for alcohol in an amount that would impair job performance.
- c. Refuses to submit immediately to an alcohol and/or drug test when requested by a supervisory or management employee or law enforcement personnel, or refuses to submit to a search of personal properties if requested by law enforcement and/or supervisory personnel.
- d. Adulterates or otherwise interferes with accurate testing required pursuant to this policy.

VII. <u>ALCOHOL/DRUG AWARENESS PROGRAM</u>

- A. This policy shall be communicated to all employees and reaffirmed at least once annually. All new hires will be given a copy of this regulation and requested to sign a statement that he/she agrees to abide by the terms of this policy.
- B. The Department will maintain an alcohol/drug-free awareness program that will inform all employees about:

The Department's policy and commitment maintaining an alcohol/drug-free workplace;

The dangers of alcohol and drug abuse in the workplace;

Available alcohol and drug counseling and rehabilitation programs;

The penalties that may be imposed upon employees for alcohol and drug abuse violation in the workplace.

VII. RESPONSIBILITY

A. Chiefs of Police and the supervisors shall:

Ensure that all subordinate employees provisions of this regulation.

Be responsible for the Departmental policies not issuance of covered by this regulation.

B. Supervisory/management employees shall:

Be fully conversant with the policy and procedures set forth herein and responsible for enforcement of this policy.

Be aware of substance abuse indicators, and encourage employees who are suspected of substance abuse to refer themselves voluntarily to a treatment/rehabilitation program.

C. Human Resources Director shall:

Be responsible for maintaining a drug-free awareness program.

Be responsible for establishing and maintaining a list of alcohol and drug assistance and rehabilitation services in the area.

D. Employees shall, as a condition of employment, abide by the terms of this policy and submit immediately to an alcohol and/or drug test when requested by an appropriate Department of supervisory/management employee or be subject to disciplinary action up to and including termination.

ALCOHOL AND DRUG ABUSE ADMINISTRATIVE POLICY

I have received a copy of the South Orange County Community College District Alcohol and Drug Abuse Administrative Policy.

The term "reasonable suspicion" has been explained to me. The procedure and/or penalty that has been set, if it is determined that I am under the influence of alcohol or drugs during working hours, has also been explained to me.

I understand the procedure following the "reasonable suspicion" and random testing and the penalty for being under the influence of alcohol or drugs during working hours.

I agree to abide by the terms of the Alcohol and Drug Abuse Policy.

Date	Signature
Witness	

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.1 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Requested Report: Feasibility of Purchasing

Manufactured Pool from Olympic Trials in Oklahoma for IVC

ACTION: Information

BACKGROUND

At the March 26, 2012 board meeting, Trustee Prendergast requested that staff investigate and report on the possibility of purchasing one of the pools being used by the Olympic Trials in Oklahoma this summer. The purchase of Mertha manufactured pools could potentially save the district in the costs of constructing a pool at Irvine Valley College.

STATUS

Attached is a report (Exhibits A, B, C & D) with information regarding the current status of the pools being utilized for the Olympic Trials in Oklahoma this summer and considerations for implementing a pool project at IVC. Although future opportunities exist, the two pools from the Olympic Trials this summer have already been sold.



Board Requested Report

Feasibility of Purchasing Manufactured Pool from Olympic Trials in Oklahoma for IVC April, 30, 2012



IVC Pool Board Request for Report

During the February 27, 2012, Board meeting Trustee Prendergast provided back-up information to district staff with the expectation that a request for a report on obtaining a pool at Irvine Valley College would be provided at a future meeting. On March 26, 2012, the Board requested district staff report on the possibility of purchasing an Olympic trials pool for Irvine Valley College.

This report outlines considerations relative to obtaining pool facilities for Irvine Valley College, specifically the possibility of purchasing an Olympic trials pool for Irvine Valley College.

Olympic Trials Pools

There are two pools that are planned for construction in Omaha, NE for the purposes of holding the US Olympic swim trials. After the Olympic trials are complete, the pools that were constructed for this temporary use are made available for purchase.

The Olympic trials pools are package deals (Attachment A) and include the pool shell, starting blocks, filtration, piping, chemical controllers, pumps and valves. The two packages available have different configurations. One is offered at \$1,050,000 and the other at \$1,150,000, an approximate savings of \$2-300,000 for the equipment. Installation costs would be separate. Myrtha pools estimates the value of construction to be \$275,000-\$350,000. This price may increase with reviews through the Division of the State Architect including the potential need to upgrade proposed bathroom facilities .

The two Myrtha pools that will be used in the Olympic trials are both sold. One of the two groups that have agreed to purchase the trials pools may have their difficulty with financing. It is not known when this might occur or whether this pool would be available to the district if this were to occur.

Mythra is also providing their portion of the Olympic installation, the pool shell components, at a 30% discounted rate from retail. The other components would not be available at this discounted rate. For more information on the Mythra pools design (Attachment B).

There are numerous resources available if the district would like to pursue additional information. Ken Moeller is out of Vista California and he designed the two pools that are in the Olympic trials. (Attachment C). J Serra Catholic High School has a Myrtha pool and arrangements could be made to visit this pool. Dave Dumey, a nearby resident in Ladera and a retired Deputy Superintendent for San Juan Capistrano, is a Myrtha representative and could be also be available for questions.

Steps to Consider to Implement a Pool Project at IVC

The participatory governance groups at IVC would need to make a revision to the SOCCCD Educational Facilities Master Plan (EFMP), regarding the placement in relation to other college project priorities since it's currently placed at No. 31. If it had a higher priority, then it can be recommended for funding for basic aid through BP and AR 3110.

The overall capital project would have to be scoped out to include all necessary elements which would include site development, pool purchase, pool implementation, electrical/mechanical, etc., locker rooms, sidewalks and patio areas, equipment and storage facility, restrooms, ADA requirements, parking, enclosure areas, and other related project requirements so that the project costs can be estimated.

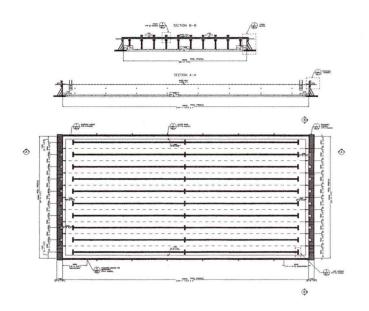
Public/Private partnerships are an option for augmentation of basic aid funding or for possibly funding the project in its entirety and discussions are ongoing at IVC regarding this opportunity.



2012 OMAHA OLYMPICS TRIALS POOLS

MAIN COMPETITION POOL

- 50 meter x 25 meter x 2.5 meter deep, Myrtha Classic Overflow gutter technology.
- Re-moveable Headwall at both ends with 20 starting blocks (Track Start)
- PVC Racing Lanes and Targets
- Stralenturbulentz Fitting Inlet System
- *Deck Mounted Ladders (will add 4 recessed stairs and grab rails)
- Regenerative Media Filtration System (Defender System)
- Face Piping
- Return piping (Schedule 80) (recoverable piping – approx 50%)
- Chemical Controllers
- Pumps Valves and controls
- UV Systems



Price for material and installation as designed is \$1,050,000.00

CURRENT **RESALE VALUE** OF THE ABOVE LISTED MATERIALS IS \$1,250,000.00 ESTIMATED **INSTALLATION** FOR ABOVE IS APPROXIMATELY \$275,000.00 TO \$350,000.00 DEPENDING ON GEOGRAPHY.

COSTS FOR RE-CONFIGURATION

CLASSIC 50 METER X 25 YARD WIDE X 2.5 METER DEEP INCLUDING:

- 8 LONG COURSE TILE LANES & TARGETS
- 22 SHORT COURSE TILE LANES & TARGETS
- RECONFIGURED ANCHORS, PANELS

ADDITIONAL \$200,000.00 INSTALLED

ONE ADDITIONAL MYRTHA MOVEABLE BULKHEAD (including additional panels, track systems, and floor markings)

ADDITIONAL \$175,000.00 INSTALLED

TWO ADDITIONAL MYRTHA MOVEABLE BULKHEADS (including additional panels, Track systems, and floor markings)

ADDITIONAL \$350,000.00 INSTALLED

CHANGE TO CLASSIC OVERFLOW WITH TILE HAND HOLD

ADDITIONAL \$20,000.00

CHANGE TO CERAMIC 1 OVERFLOW GUTTER

ADDITIONAL \$48,000.00

Headwall re-configuration to 50 yard wide is an additional \$20,000.00



One Sarasota Tower 2 N. Tamiami Trail, Suite 306 Sarasota, FL 34236 941-955-2591

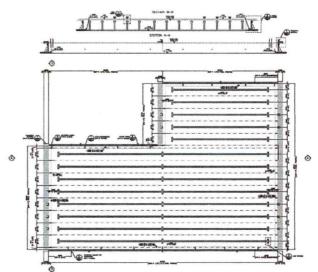
www.myrthapools.com info@myrthapoolsusa.com



2012 OMAHA OLYMPICS TRIALS POOLS

WARM UP POOL

- "L" Shaped 50 meter x 25 yard w/5 lanes 25 meter long x 2 meter deep, Myrtha Classic Overflow Technology.
- Removable Headwall partially at both end including (5) "Track Start" Starting Blocks.
- PVC Racing Lanes and Targets
- Stralenturbulentz Fitting Inlet System
- *Deck Mounted Ladders (will be replaced with recessed stairs and grab rails)
- Regenerative Media Filtration System
- Face Piping
- Inlet and Return Piping (Schedule 80) assume 50% usable piping
- Chemical Controller
- Pumps, Valves and controls



UV may be potentially part of this package but is not at this time, as we are not providing this pool but USA Swimming and Omaha Sports Commission. (We are negotiating with the manufacturers to ultimately have this as part of the package).

Price for material and installation as designed is \$1,150,000.00.

CURRENT RESALE VALUE OF THE ABOVE LISTED MATERIALS IS \$1,350,000.00. ESTIMATED INSTALLATION FOR ABOVE IS APPROXIMATELY \$275,000.00 TO \$350,000.00 DEPENDING ON GEOGRAPHY.

COSTS FOR RE-CONFIGURATION

CLASSIC 50 METER X 25 YARD WIDE X 2.5 METER DEEP INCLUDING A 45'X 24 TRAINING POOL:

- 8 LONG COURSE TILE LANES & TARGETS (50 METER)
- 22 SHORT COURSE TILE LANES & TARGETS (50 METER)
- RECONFIGURED ANCHORS, PANELS (50 METER)

ADDITIONAL \$240,000.00 INSTALLED

ONE ADDITIONAL MYRTHA MOVEABLE BULKHEAD (including additional panels, track systems, and floor markings for 50 meter)

ADDITIONAL \$175,000.00 INSTALLED

TWO ADDITIONAL MYRTHA MOVEABLE BULKHEADS (including additional panels, Track systems, and floor markings for 50 meter)

ADDITIONAL \$350,000.00 INSTALLED

CHANGE TO CLASSIC OVERFLOW WITH TILE HAND HOLD (50 meter)

ADDITIONAL \$20,000.00

CHANGE TO CERAMIC 1 OVERFLOW GUTTER (50 meter)

ADDITIONAL \$48,000.00



One Sarasota Tower 2 N. Tamiami Trail, Suite 306 Sarasota, FL 34236 941-955-2591

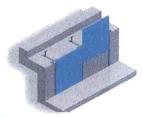
www.myrthapools.com

The Myrtha Advantage

- "State of the Art" material-Utilizes Corrosion resistant stainless steel and a hard bond PVC to unsure structural integrity and water tightness!
- Simple & Safe Construction!
- Lower Life Cycle Cost then traditional construction- Every day the pool is down for maintenance you are losing out on programming and venue!
- Fixed Cost- Never needs to be re-plastered, re-painted or re-tiled!
- Flexible Construction Schedule- Myrtha is a free standing system that adapts well to all site conditions!
- Less maintenance- Resistant to Algae and is chemically balanced at start up!
- Ease of Maintenance- The pools are cleaned with Simple Green and a Power washer/scrubber!
- Ease of repair!
- 15 Year Warranty!
- Rated Zone 4 as a Seismic Structure!
- "GREEN" Technology- 37% Lower carbon footprint then traditional shot crete construction!
- Quicker construction- Does not have to wait for the concrete to cure and be plastered







The Walls

The walls of the existing pool are covered with Myrtha Panels and attached with a variety of techniques, to suit all circumstances. The panels can be attached in such a way that the minimum loss of pool length is obtained. Smooth but not slippery and resistant to icing and temperatures up to 104° F. Sanitized to prevent growth of algae and microbes, it complies with the most stringent requirements of swimming pool standards.



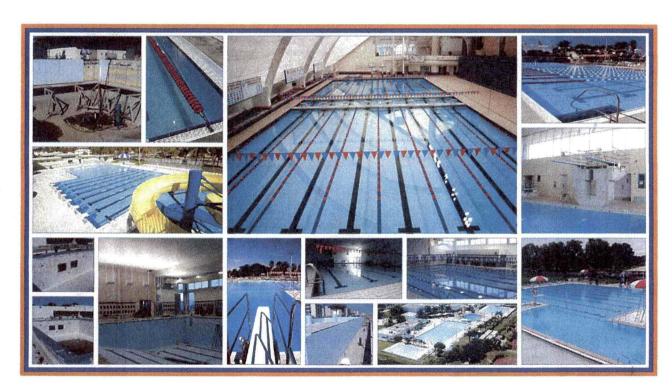
The Floor

Is covered with a special reinforced PVC, Is constructed wi which is welded on the concrete floor. It should not be confused or compared with a traditional swimming pool liner, as it is specially manufactured for commercial swimming pools. Like the Wall Panels, it is smooth but not slippery, weather resistant and has the same characteristics as the wall panels.



The Overflow Gutter

Is constructed with the same PVC material as the Myrtha wall panels. It is available in multiple standard versions, and if necessary, it may also be custom designed.



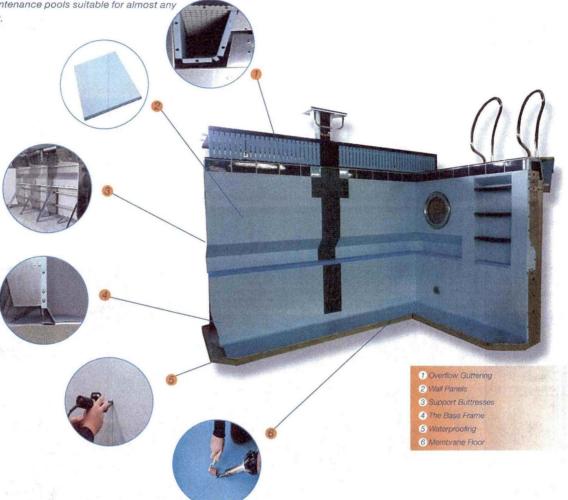
What is RenovAction?

Removacion is the patented and exclusive technology of Myrtha Pools, based on the proven Myrtha Technology, and specifically developed for the refurbishment of existing pools. The renovation process includes the walls, the floor, and the overflow gutter using the same Myrtha materials and technology as used on new facilities. The overflow gutter is constructed with the same material as the wall panels and is available in three standard versions, or if necessary, it may be also custom-designed. Soft walk can be incorporated into the floor which can also be re-designed to have different depths to that of the original pool. does not require any major demolition work and each and every component will fit through a standard doorway! Speed of installation and the Myrtha guarantee makes this revolutionary renovation process the most efficient way to go.

Myrtha Pools®

The Technology

Myrtha is simply the most exclusive and advanced technology in the swimming pool industry. Its patented pre-engineered modular laminated steel panels and buttress system enables Myrtha to obtain perfect waterproofing, efficient installation and low maintenance pools suitable for almost any environment.









High Strength

The Myrtha structure is not only the best value seismic structure on the market, but the high grade stainless steel also guarantees a life-lime of service from the structure, regardless of highly aggressive soils or high water tables. Engineered to be a free standing structure ensures maximum resistance and sturdiness of the panels, buttresses and all the other elements that form the structure of the swimming pool.

Manufacturing

During the unique manufacturing process, a hot PVC layer is calendered to a Myrtha stainless steel panel, which gives a Myrtha structure the ability to attain 100% waterproofing. A reinforced membrane is used on the pool floor, in order to follow the contours of the concrete sub-surface. Resulting in a long lasting facility.

Aesthetically Pleasing

Myrtha manufactures more overflow gutter types than any other manufacturing company in the industry. The Ceramic gutter is perfect for all aquatic facilities, but lends itself to the Institutional and Municipal Markets. Each has a crisp European look that traditional construction methods can not match. Myrtha's gutter design and assembly reduces the time of installation which contributes to projects being on time and on budget.













Simply the Best

Myrtha Pools USA, Inc. 2 N. Tamiami Trail Suite 102 Sarasota, FL. 34236

P- 941.955.2591 / F - 941.955.0862

West Coast Regional Office - Colorado Springs, CO / Midwest Regional Office - Chicago, IL

Toll Free: 877-MPUSAPOOL

CHAMPIONSHIP VENUES

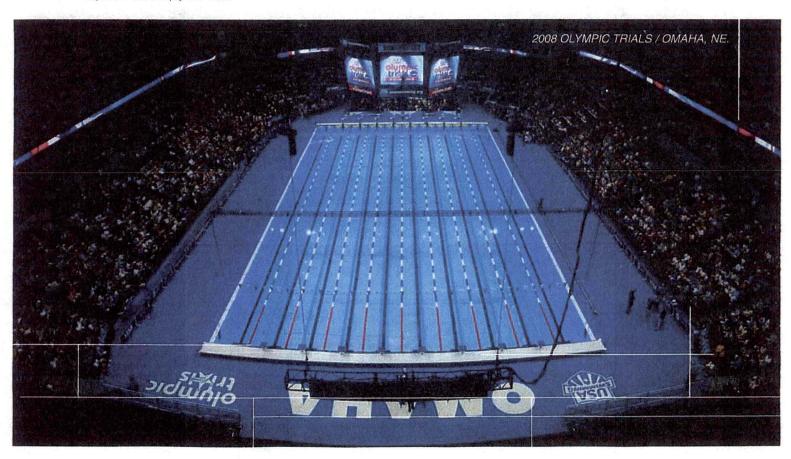
Myrtha Pools is a family owned company with over 48 years of experience in the pool industry. Since 1961, Myrtha Pools has developed its technology to be installed in over 70 countries and continues to be the leader of innovative technologies, construction and design. Myrtha Pools is a global distributor with its USA headquarters based in Sarasota, Florida and its European Headquarters in Castiglione, Italy. By designing and manufacturing the majority of its components Myrtha Pools also maintains 360 degrees of coverage in the pool market.

Why and What is Myrtha Pools?

Myrtha is simply the most exclusive and advanced technology in the swimming pool industry. Its patented pre-engineered modular laminated steel panels and buttress system enables Myrtha to obtain perfect waterproofing, efficient installation and low maintenance pools suitable for almost any environment. As a result of Myrtha technology, Myrtha Pools have virtually unlimited life spans creating a pool that not only eliminates traditional problems of pool construction and maintenance, but its competitors as well. Myrtha Pools maintains options for all aquatic needs and any budget thus making the choice for a Myrtha Pool simply the best!

Myrtha Technology and its competition accessories were specifically designed to handle the needs of large scale competitive events. Precise and efficient installations are the hallmarks that allow Myrtha to construct a championship venue within unmatched time constraints. Accessories like the overflow gutter guarantees fast swimming and moveable bulkheads and headwalls create a pool that adapts to the unique needs of world class events. Pair that with Myrtha Evolution Technology, a method that provides capabilities to obtain a pool with dimensions and features suitable for high level spectator events, and you have a pool made for a champion. Myrtha Pools is known to be the fastest pool in the world holding 38 world records and has hosted more world class events than any other manufacturer. For more information, contact your Aquatic Design Professional or contact us direct at MYRTHA POOLS USA. Myrtha Pools, Simply the Best!







City of South Gate

4900 SOUTHERN AVENUE * SOUTH GATE, CA 90280 (323) 563-5443 * FAX (323) 564-8632 www.cityofsouthgate.org

November 2, 2010

Mike Mintenko, Western Regional Manager Myrtha Pools USA One Sarasota Tower 2.N.Tamiami Trail, Ste 306 Sarasota, FL, 34236

Dear Sirs

I am writing to you to express how pleased we are with our Myrtha Pool. Two years ago, we replace our 30 year old, 50 meter aluminum pool with a new Myrtha stainless steel pool. The installation went smoothly and our residents and staff have been very pleased with the quality of the finished product.

To be honest, with 35 years experience of operating public swimming pools, I was not in favor of metal pools and was very resistant when first approached with the idea of using a metal pool for this project. My reluctance came from dealing with a number of early metal pools, such as the pool I was replacing built in 1976. Fortunately for the City of South Gate, our Architect and Myrtha Representative were able to show me how different Myrtha technology is from those early metal pools.

Most significant for me was Myrtha's bonding technology which allows the PVC coating to be applied to each of the panels while still in the factory. Unlike vinyl liners or PVC systems which are glued on and are subject to leaks, wrinkles and a variety of other problems, the Myrtha system comes perfectly bonded creating a surface which I equate to enamel on a bathtub. No leaks, no wrinkles, just a smooth, pleasant, easy to clean surface.

My maintenance staff is also pleased. Stains and dirt that used to require heavy wire brushing or even an acid wash to remove, now just brush away with a gentle nylon brush. Myrtha's 15 year warranty and expected 30 year lifespan will mean lower costs over the years, eliminating the need for regular acid washing or replastering.

I regularly hear about the great Myrtha pools that are used for major swimming events around the world. I just wanted you to know that there are thousands of kids, adults and seniors in the City of South Gate who use our pool every day and appreciate the quality of your product every bit as much as those top athletes. Thank you for providing us with such a great product.

Sincerely,

Paul L. Adams

Director of Parks & Recreation

CC: Doug Roberts, DWR Construction

CAL POLY SLO Reference Jan-2012

Dear Mr. Doomey,

Here is my assessment of the Myrtha Pool. It was nice talking to you during the LA seminar.

I was first introduced to Myrtha pool in 2008, while working at Cal Poly San Luis Obispo. I was in charge of mechanical maintenance for Cal Poly SLO, taking care of the main campus and housing complex. We opened two pools in 2009, a concrete pool for housing and a competition 50 meter stainless steel Myrtha pool. Ironically, during the construction of both of these pools, the contractors have a pH imbalance incident. Both incidents were not discovered until after the pools were turned over to the University. We had different contractors for both pools. In both cases, the impeller disintegrated. All vanes on the impeller were missing. The result was a decrease in pump flow, causing errors in the chemical injection system.

In the housing concrete pool, we had to replace the impeller and repair the spalding concrete. In the Myrtha pool, we had to replace the impeller but we did not detect any damage to the pool lining. My conclusion is that the stainless steel pool is less susceptible to chemical damage. From the standpoint of material analysis, the stainless steel yield before break criteria (Fracture Toughness/Elastic limit) is twice at much as the concrete. Stainless Steel strength is about 200 times more than concrete. The elastic limit of Stainless Steel is about 300 times more than concrete.

In 9/2009, I was asked to prepare a chemical estimate for the Myrtha Pool. I used the existing chemical budget for our Recreation Center concrete pool as a guide. The concrete pool has 582,500 gallons with an annual chemical budget of \$65,000. The Myrtha Pool has 821,482 gallons. Extrapolating the chemical cost, based on gallons, gave us an annual chemical budget of \$90,363. At the end of the operating year, we found that we used about half the chemical as expected. Both pools have covers, which also save the university on pool chemicals. We do not know the full effect of the cover, but it makes sense that the cover prevents evaporation and reduces chemical cost.

Overall, I am impressed with the Myrtha pool. From a maintenance stand point, it is easier to maintain and clean.

Tuan Nguyen Manager, Mechanical Maintenance Cal Poly San Luis Obispo (2007 to 2011)

My current work contact is Tuan Nguyen Manager Maintenance and Operations Lompoc Unified School District (805) 264-0086 nguyen.tuan@lusd.org



November 28, 2011

1822 South Broadway Geneva, OH 44041 t 440.466.1002 f 440.415.1087 www.spireinstitute.org

Mr. Jim Bocci GaREAT Facility 1822 South Broadway Geneva, OH 44041

Dear Sirs:

The GaREAT Facility has been very pleased to work with A&T Europe, Myrtha Pools and all of the subcontractors involved in the construction of the two pools at the institute.

The project, which was in excess of \$3,000,000, has been completed beyond our expectations. Myrtha Pools are utilized at Spire as the focal point of the aquatics facility which will be the future home of not only a Post-Grad and High School Swim Academies but also future Swim Camps, Regional, State and National events. The GaREAT facility is the home to two Myrtha Pools.

The main competition pool is a 10-lane, 54-meter pool and is 2-meters deep at its most shallow point. The Myrtha Pool offers headwalls and two flow-through bulkheads along with Myrtha's "state of the art" track start starting blocks. Myrtha was very diligent in assuring that the competition pool meets all NCAA, FINA and USA Swimming standards for competitions.

The second Myrtha Pool at the facility is a 6-lane warm up/warm down and teaching pool allowing for maximum programmability. With an ADA ramp entry the teaching pool is sure to be a popular spot in the facility.

We believe that Myrtha Pools went above and beyond their scope to ensure that the GaREAT Facility has one of the fastest pool designs in North America. With Myrtha's stainless steel and PVC technology, we are assured to be able to take advantage of all of its features and benefits during its operation for years to come.

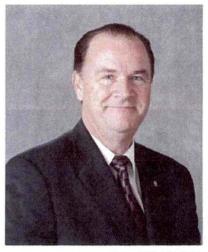
We at the GaREAT Facility would highly recommend using a Myrtha Pool over traditional pool construction and believe that anyone who chooses to do so will have the best possible experience working with them during both the design and construction phases.

Sincerely,

GaREAT Facility

MYRTHA TECHNOLOGY

It is difficult to explain why vesterdays' technology, plaster on concrete. might be preferred over PVC on stainless steel (Myrtha Technology). Owner's and operators of antiquated, plaster on concrete pools relate that the source of their dissatisfaction is the high maintenance, life-cycle costs and failure to achieve "break even." The necessity of plaster and tile replacement on an approximate seven year average becomes the largest single component of pool costs. Replaster and retile will cost as much as 20% of the initial pool cost with each replaster. Over a 25 year time frame, re-plaster and retile will cost as much as the original pool investment. Typically as re-plastering is required, the reinforced concrete substrate is also compromised and requires repair. Failure of the pool plaster allows moisture to penetrate into the porous concrete sub-surface causing rust, expansion, spalling and staining of the plaster and concrete. Most clients are excited to learn that PVC on stainless steel allows pools to be emptied in the off season and to realize the savings of not continuing to re-circulate and add chemicals year round based on seasonal usage requirements. Emptying of a plaster pool will shorten the life and depreciate plaster on concrete pools yet has no effect on PVC. Myrtha Technology will therefore lower maintenance and life-cycle cost and allow the opportunity for profit.



Ken Moeller, AIA, ASLA, MBA, LEED AP BD+C

The one-year warranty that is sometimes promised with a new plaster application is dependent upon the skill of the applicator and the success of the plaster mixing, application, finishing and curing process. Plaster can also be easily and permanently stained by improper curing and corrosion of metal components in the pool re-circulation and treatment system. Such stains typically are caused by and include copper from the heater (green), ferrous rust from the pump and piping (brown) and improper chemical balance (yellow). Also algae cannot penetrate a non-porous PVC liner to root itself into the pool substrate as it does with plaster and concrete (black). Calcium deficient pool water will aggressively leach calcium from plaster, shortening plaster life. Maintaining chemicals within proper ranges is an essential part of operation, however, a **non-staining PVC liner with a 15 year warranty** is a real advantage.

As a licensed professional for over three decades and having completed thousands of public pool designs, I see the consideration of Myrtha technology as an essential part of the design process. Licensed professionals, have two mandates, to protect the public and to advocate for or represent their client. All decisions should be made with the client's and the public's best interest at heart. No licensed professional should fail to propose bidding plaster on concrete, head-to-head with PVC on stainless steel. Construction documents can easily and at no additional cost be engineered to ensure competition. Bid results will truly create a WIN for the client, as the most competitive solution always manifests itself. My experience is that **both pool vessel types cost essentially the same and the most important variable is a competitive contractor and bid environment**. If Myrtha technology wins, the client will also receive a significantly lower life-cycle and maintenance cost with a 15 year warranty, something not offered with other systems. Owners and public alike, WIN because the marketplace determines the greatest value based on the most competitive price and not sleight-of-hand.

When soil conditions are "perfect" a plaster on concrete pool sometimes has a slight advantage. If soil conditions are less than perfect (expansive, sandy or water table is high), the Myrtha solution is more economical as it does not require the excavated earth pool wall to remain standing during construction so that the reinforced concrete shell can be installed. From a LEED Certification standpoint, there are approximately 100 fewer truck material delivery's utilizing the PVC on stainless steel alternative, **greatly reducing the "Carbon footprint."**

The swimming pool construction industry sometimes attracts the less qualified. Perhaps this is why pool contractors in California (C-53) must post twice the Bond amount of any other contractor type. The Contractors Board always warns consumers to be wary and to seek out qualified licensed contractors. The "California Board of Consumer Affairs" advocates the same and provides a website to assist the consumer in hiring "licensed professionals." If your professional isn't willing to research and espouse this technology, how can they adequately represent you? If what you seek is lower costs, greater utility, easier maintenance, longer warranties, lower and more competitive bids and environmental sensitivity, please give me a call. I would appreciate the opportunity to be your advocate.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.2 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary Poertner, Chancellor

RE: Saddleback College and IVC: Annual Accreditation Reports

ACTION: Information

BACKGROUND

During the 2011-2012 academic year, accreditation was reaffirmed at Saddleback College and Irvine Valley College. In accordance with the normal accreditation process, the colleges are required to submit an annual report to the Accrediting Commission for Community and Junior Colleges.

STATUS

Both Saddleback College and Irvine Valley College have prepared their Annual Accreditation Reports, which were submitted to the Accrediting Commission for Community and Junior Colleges by the April 10 deadline. The Saddleback College Annual Report is provided as Exhibit A. The Irvine Valley College Annual Report is provided as Exhibit B.

Item Submitted By: Dr. Tod A. Burnett & Dr. Glenn R. Roguemore, Presidents

Annual Report 2011-2012 Annual Report REVIEW

Saddleback College 28000 Marguerite Parkway Mission Viejo, CA 92692

General Information

#	Question	Answer
1.	Confirm logged into the correct institution's report	Confirmed
2.	Name of individual preparing report:	Don Busche
3.	Phone number of person preparing report:	(949) 582-4625
4.	E-mail of person preparing report:	dbusche@saddleback.edu

Student Achievement Data

#	Question	Answer
5.	Total unduplicated headcount enrollment in degree applicable credit courses for fall 2011:	22344
6.	Total unduplicated headcount enrollment in pre-collegiate credit courses (which do not count toward degree requirements) for fall 2011:	1483
7.	Total unduplicated headcount enrollment for fall 2011 in all types of Distance Education:	6537
8.	Total unduplicated headcount enrollment for fall 2011 in all types of Correspondence Education:	0
უ.	Successful student course completion rate for the fall 2011 semester:	75%
10.	Percent of students retained from fall 2010 to fall 2011 semesters:	77%
11.	Number of students who completed degree requirements and received a degree in the 2010-11 academic year:	899
12.	Number of students who completed certificate requirements and received a certificate in the 2010-11 academic year:	1918
13.	Number of students who transferred to 4-year colleges/universities in 2010-2011:	1352

14.	Licensure exam pass rate (PR) for each career/tech program in the 2010-11 academic year. Identify by program and type of exam (state/national) for each:	Cosmetology - State Exam 91.75% Nursing - National 93% Paramedic - National 92% Phlebotomy - National 84%
15.	Job placement rate for each career/tech program for the 2010-11 academic year. List the rate for each program:	N/A

Student Learning Outcomes and Assessment

#	Question	Answer
16.	Percent of all college courses with defined Student Learning Outcomes:	100%
17.	Percent of all college courses with on-going assessment of learning outcomes:	100%
18.	Percent of all college programs with defined Student Learning Outcomes:	100%
19.	Percent of college programs with on-going assessment of learning outcomes:	100%
20.	Percent of student and learning support activities with defined Student Learning Outcomes:	100%
-21.	Percent of student learning and support activities with on-going assessment of learning outcomes:	100%
22.	Has the institution defined institutional Student Learning Outcomes:	Yes
23.	Percent of institutional outcomes with on-going assessment of learning outcomes:	100%

Substantive Change Items

#	Question	Answer
.24a.	Is the institution anticipating a proposal for a substantive change in any of the following change categories? Check all that apply:	No changes planned
24b.	Explain the change(s) for which you will be submitting a substantive change proposal:	N/A

Other Information

#	Question	Answer
25a.	List all instructional sites other than the home campus where 50% or more of a program, certificate, or degree is offered:	N/A

25b.	Identify site changes since the submission of the 2010- 2011 Annual Report:	N/A
26.	List all of the institution's instructional sites out of state and outside the United States:	N/A

Western Association of Schools and Colleges Accrediting Commission for Community and Junior Colleges

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2012 Annual Report **Final Submission** 04/10/2012

Irvine Valley College 5500 Irvine Center Drive Irvine, CA 92618

General Information

#	Question	Answer
1.	Confirm logged into the correct institution's report	Confirmed
2.	Name of individual preparing report:	Craig Justice
.3.	Phone number of person preparing report:	949-451-5212
4.	E-mail of person preparing report:	cjustice@ivc.edu

Student Achievement Data

. #	Question	Answer
5.	Total unduplicated headcount enrollment in degree applicable credit courses for fall 2011:	12932
6.	Total unduplicated headcount enrollment in pre- collegiate credit courses (which do not count toward degree requirements) for fall 2011:	2243
7.	Total unduplicated headcount enrollment for fall 2011 in all types of Distance Education:	3414
8.	Total unduplicated headcount enrollment for fall 2011 in all types of Correspondence Education:	0
9.	Successful student course completion rate for the fall 2011 semester:	73.61%
10.	Percent of students retained from fall 2010 to fall 2011 semesters:	50.39%
11.	Number of students who completed degree requirements and received a degree in the 2010-11 academic year:	324
12.	Number of students who completed certificate requirements and received a certificate in the 2010-11 academic year:	1070
13.	Number of students who transferred to 4-year colleges/universities in 2010-2011:	984
14.	Licensure exam pass rate (PR) for each career/tech program in the 2010-11 academic year. Identify by	NA

	program and type of exam (state/national) for each:	
15.	Job placement rate for each career/tech program for the 2010-11 academic year. List the rate for each program:	NA; we do not have access to this data.

Student Learning Outcomes and Assessment

#	Question	Answer
16.	Percent of all college courses with defined Student Learning Outcomes:	96%
17.	Percent of all college courses with on-going assessment of learning outcomes:	7.5%
18.	Percent of all college programs with defined Student Learning Outcomes:	56%
19.	Percent of college programs with on-going assessment of learning outcomes:	56%
20.	Percent of student and learning support activities with defined Student Learning Outcomes:	100%
21.	Percent of student learning and support activities with on-going assessment of learning outcomes:	75%
22.	Has the institution defined institutional Student Learning Outcomes:	Yes
23.	Percent of institutional outcomes with on-going assessment of learning outcomes:	100%

Substantive Change Items

#	Question	Answer
24a.	Is the institution anticipating a proposal for a substantive change in any of the following change categories? Check all that apply:	Courses and/or Programs and/or their Delivery Mode
24b.	Explain the change(s) for which you will be submitting a substantive change proposal:	New program.
25a.	List all instructional sites other than the home campus where 50% or more of a program, certificate, or degree is offered:	n/a
25b.	Identify site changes since the submission of the 2010- 2011 Annual Report:	n/a
26.	List all of the institution's instructional sites out of state and outside the United States:	n/a

This survey was submitted on 2012-04-10

RELEASE THE ANNUAL REPORT

(Allows institute to modify previously submitted answers)

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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Gary Poertner, Chancellor

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

ITEM: 7.3

DATE: 5/21/12

Statements

ACTION: Information

BACKGROUND

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

STATUS

The SOCCCD vision and mission statements will be reviewed each year by the district-wide planning committee.

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

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

On April 19, 2012, it was announced at Chancellor's Council that the District-wide Planning Council decided at its February 10, 2012 meeting to send the draft of the ATEP vision and mission statements back to the colleges for additional input. This item will be discussed at the District-wide Planning Council retreat on May 30, 2012. There are currently no changes to the ATEP vision and mission statements.

The current vision and mission statements for SOCCCD, Saddleback College, Irvine Valley College, and the Advanced Technology and Education Park are presented in Exhibit A.

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

South Orange County Community College District

VISION

To be an educational leader in a changing world.

MISSION

To provide a dynamic learning environment and diverse opportunities fostering student success and contributing to the community.

Saddleback College

VISION

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

MISSION

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

Irvine Valley College

VISION

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

MISSION

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

Advanced Technology and Education Park

VISION

The Advanced Technology & Education Park (ATEP) will be a unique campus, regional in character and international in scope. ATEP will offer courses that explore emerging technologies as well as other educational programs, enriched through innovation and synergistic collaborations and strategic alliances, for the principal benefit of the local community.

MISSION

To offer applied education and training programs in current and emerging technological careers driven by innovative business, industry, and education partnerships.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 5/21/12

ITEM: 7.4

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College and Irvine Valley College: Speakers

ACTION: Information

BACKGROUND

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

STATUS

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

Presentation Date/Time	Location	Faculty Member	Course Title/Activity	Speaker	Торіс
4/26/12 12:00pm	BGS 353	Michael Channing	Humanities I	Godfrey Harris	Leonardo da Vinci, the Chines, and the Renaissance
4/30/12 12:00pm	SSC 212	Eric Hilden	Career Placement	Gail Spencer, Steve Kerler, Steve Schumacher, Gene Boone	Campus to Career: Advice from Business Professionals
5/1/12 12:00pm	SSC 140	Eric Hilden	Career Placement	Sven Johnston	From Introvert to Master Connector: The Power of Linkedin
5/2/12 12:00pm	SSC 140	Eric Hilden	Career Placement	Aaron Shaffer	College to CareerFast
5/3/12 1:30pm	Vil 518	Maria Mayenzet	Voiceover Announcing CTVR 191	John Demita	Voice Acting for Anime and Animated Films
5/4/12 9:30am	FA 202	Maria Mayenzet	Audition and Interviews TA 214	Susan Berkompas	Audition Techniques for KCACTF
5/9/12 9:00am	TAS 116	Nooshin Golban	Statics ARCH 289-ST	Dr. Ramin Fadaeian	International Building Codes

IRVINE VALLEY COLLEGE

Presentation Date/Time	Location	Faculty Member	Course Title/Activity	Speaker	Topic
5/7/12 1-3:15pm	BSTIC 104	April Morris	Accounting 1B	Steve Littauer	Standard Costs in a Manufacturing Environment

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.5 DATE: 5/21/12

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 4/30/12 Total Basic Aid Estimated Receipts of \$433.1M less Total Approved Projects in the amount of \$380.7M leaves a \$52.4M balance for uncommitted Basic Aid Funds.

It should be noted that some of the approved projects are for state funded project match. Although approved, these funds will not be needed until the projects are approved by the State for funding.

There were no changes for the Basic Aid allocation for April, 2012.

South Orange County Community College District Expenditure History for Approved Basic Aid Projects

CLOSED PROJECTS CLOSED PROJECTS TOTAL CAPITAL PROJECTS	1,000,000 7,000,000	102,943,583	9,170,887	1,747,393			
	1,000,000	102,943,583	9,170,887	1.747.393			
CAPITAL PROJECTS				.,,555	619,815	675	-
Campus Appearance Improvement IVC & SC (2009)				378,837	215,312	144,365	261,486
ATEP Building Demolition (2007)			-	61,693	12,192	1,439,404	5,486,711
ATEP Development (2008)	3,750,000		565,425	1,041,250	750,807	735,035	657,483
ATEP First Building Phase 3A (2011)	12,500,000		·			·	12,500,000
ATEP Operating Budget* (2006)	10,963,521	2,093,455	1,841,834	2,273,645	2,390,930	1,798,762	564,895
ATEP Renovation (2002)	7,964,191	5,873,647	1,318,978	103,660	450,213	153,872	63,821
ATEP Site Development (2012)	340,436	, ,	, ,	,	,	,	340,436
ATEP Site Development Negotiations (2008)	4,265,883	12,066	887,067	1,080,568	592,509	618,846	1,074,828
ATEP Staffing, Equipment, Program Development (2007)	891,611	,	-	20,689	171,285	346,066	353,571
IVC A-400 Bldg Remodel (2011)	1,000,000			,	,		1,000,000
IVC Business & Technology Innovation Center (2002)	10,182,000	1,007,713	5,563,594	2,292,938	23,716	_	1,294,039
IVC Design and Install Entrance from Barranca (2003)	2,850,000	9,950	-	-	41,576	45,644	2,752,829
IVC Fine Arts Building (2008)	7,352,000	2,000	61,163	115	-		7,290,722
IVC Landscaping PAC & BSTIC (2009)	1,796,000		- ,	-	105,493	146,485	1,544,022
IVC Life Sciences Project (2004)	17,410,000		_	81,776	793,360	448,231	16,086,633
IVC Repair Exteriors A100, A200, A300, A400, B100 (2010)	400,000			3 1,1 1 3	-	215,836	184,164
IVC Replace Main Water Valves (2010)	275,000				6,035	76,957	192,008
IVC Replace Natural Gas Piping A&B Quads (2010)	230,000				3,088	41,368	185,544
IVC Science Lab Addition & Remodel (2006)	6,980,000	276,823	86,014	2,373,462	2,024,161	412,531	1,807,009
IVC SSC HVAC System (2010)	800,000	2.0,020	30,511	2,010,102	1,346	19,668	778,986
IVC Utility Service Project (2006)	416,000	345,907	315	- 1	- 1,010	10,000	69,778
SC Bridge Replacement (2010)	1,700,000	0.0,00.	0.0		2,693	97,266	1,600,041
SC Building Repairs - Library Remodel (2003)	7,141,000	77,892	_		511,511	745,863	5,805,733
SC Building Repairs - TAS Building (2003)	1,956,000	152,376	_	1,048		13,800	1,788,776
SC Demolition and Upper Quad Remodel (2008)	1,000,000	102,070	_	- 1,0 10		10,000	1,000,000
SC Demolition of Lower Campus Buildings (2002)	1,719,000	1,718,545					455
SC Golf Driving Range Net Replacement (2005)	300,000	45,200	46,600	5,000	5,000	4,950	193,250
SC Loop Road (2008)	3,442,000	10,200	-	-	5,740	212,701	3,223,559
SC M/S/E Bldg, Soil, & Slab Repairs (2003)	128,710	67,432	61,163	115			
SC M/S/E Plaza Repairs (2008)	69,288	01,702		69,288			
SC M/S/E Renovation (2009)	39,000			39,000			
SC McKinney Theater Restroom remodel (2007)	2,542,000	162,708	105,248	2,023,613	72,862	121	177,448
SC Pool Deck Replacement (2010)	1,500,000	102,700	100,270	2,020,010	23	1,276,844	223,133
SC Roof Replace Tech & Applied Science, Village Bldg 3-8 (2010)	1,500,000			+	166,833	851,935	481,232
SC Sciences Building (M/S/E annex) (2003)	47,656,346	29,595			- 100,000	258,563	47,368,187
SC Temporary Classroom Facilities (2005)	7,269,285	7,071,059	105,308	450	300	200,000	92,168
SC Village Expansion (2009)	3,942,000	7,071,000	100,000	463,110	2,942,595	474,450	61,844
SC Village Expansion (2009) SC Village Remodel (2007)	4,130,000		244,229	2,014,945	1,311,975	124,943	433,909
CAPITAL PROJECTS TOTAL	184,401,271	18,944,368	10,886,937	14,325,202	12,601,556	10,704,505	116,938,703

EXHIBIT A
Page 1 of 2

South Orange County Community College District Expenditure History for Approved Basic Aid Projects

		4000/07	0007/00	0000/00	0000/40	0040/44	Balance
Project Description	Approved Amount	1999/07 Actual	2007/08 Actual	2008/09 Actual	2009/10 Actual	2010/11 Actual	Remaining for 2012
Troject Description	Amount	Aotaai	Aotuai	Aotuai	Aotuai	Aotuai	101 2012
SCHEDULED MAINTENANCE							
2004/05 College Scheduled Maintenance Projects (2005)	1,000,000	887,586	77,733	7,765	2,630	-	24,285
2005/06 College Scheduled Maintenance Projects (2006)	4,000,000	825,065	84,205	1,420,296	1,182,288	250,144	238,002
IVC Sports Facilities (2012)	342,600						342,600
SC Energy Management System (2012)	657,400						657,400
SCHEDULED MAINTENANCE PROJECTS TOTAL	6,000,000	1,712,651	161,938	1,428,061	1,184,918	250,144	1,262,288
IT PROJECTS							
SOCCCD Document Management Solution (2011)	659,202						659,202
SOCCCD IT Projects SC/IVC/ATEP Instruct & Student Svc (2010)	8,744,770				2,906,089	2,665,868	3,172,813
SOCCCD Student Information System Upgrade-Phase I/Phase II (2006)	14,102,260	3,515,073	5,304,918	4,111,633	1,099,661	4,250	66,725
SOCCCD Technology Needs 2007/08 (2008)	8,036,477		1,668,384	3,815,348	1,197,263	923,579	431,903
IT PROJECTS TOTAL	31,542,709	3,515,073	6,973,302	7,926,981	5,203,013	3,593,697	4,330,643
OTHER ALLOCATIONS							
2005/06 College Instructional Equipment Needs (2005)	1,392,000	479,964	378,311	473,955	55,238	-	4,532
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)	285,000	88,000	14,000	34,354	13,140		135,506
SOCCCD Legal Defense for Invocation Complaint (2010)	1,208,817						1,208,817
SOCCCD Consultant District Educational & Facilities Master Plan (2005)	735,010	370,010	-	-	-	321,010	43,990
SOCCCD Trustee Election/General Election Expense (2004 - present)	1,398,988	453,867	-	527,830	-	417,291	-
SOCCCD Additional 1% Contingency (2009)	1,278,101			-	-	1,278,101	-
SOCCCD Retiree Benefits (2001 - present)	38,017,938	13,917,938	10,500,000	500,000	2,500,000	8,000,000	2,600,000
OTHER ALLOCATIONS TOTAL	44,315,854	15,309,779	10,892,311	1,536,139	2,568,378	10,016,402	3,992,844
BASIC AID PROJECT TOTALS	380,742,187	142,425,454	38,085,375	26,963,776	22,177,681	24,565,424	126,524,478

						Balance
	1999/07	2007/08	2008/09	2009/10	2010/11	Remaining for
	Actual	Actual	Actual	Actual	Actual	2012
Commitments	186,905,060	70,908,593	54,256,170	37,446,916	41,176,493	(9,951,045)
Cumulative Commitments	186,905,060	257,813,653	312,069,823	349,516,739	390,693,233	380,742,187
Receipts	214,323,346	50,692,873	51,179,365	39,022,021	38,737,963	39,203,922
Cumulative Receipts	214,323,346	265,016,219	316,195,584	355,217,605	393,955,568	433,159,490
Cumulative Expenses	142,425,454	180,510,828	207,474,605	229,652,285	254,217,709	380,742,187
Uncommitted Basic Aid Funds	71,897,892	84,505,391	108,720,979	125,565,320	139,737,859	52,417,303

EXHIBIT A Page 2 of 2

Approved 2012 and Amount Forward

Total Change

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 7.6 DATE: 5/21/12

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.

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

FACILITIES PLAN STATUS REPORT May 21, 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.

Status: The contractor is *nine* 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. On March 5th, the Division of Labor Standards enforcement approved the district's labor compliance consultant's request for forfeiture by the contractor of \$529,459.14 in wages, training and penalties associated with payroll irregularities. A settlement meeting was held on April 17th and a follow up meeting or conference call will be conducted this month seeking resolution with a hearing to follow baring resolution. Other payment withholdings have become necessary to address stop notices that have been filed by subcontractors and material suppliers. On April 4th, the contractor provided the district with a letter preserving their rights to file a claim with a public agency according to Government Code section 900 et seq. followed immediately by a public records request for virtually every project document. The Board formally rejected the claim at the April meeting. All public records have been placed at the project site for review and copy purposes pursuant to the public records request. Staff continues working with district legal counsel to address all related matters.

Installed tile throughout the building has cracked. Forensic testing demonstrates installed tile assemblies do not meet specifications and must be removed and replaced. The tile subcontractor refused to remove and replace the deficient tile assemblies. The contractor placed the tile subcontractor on notice and there is a request before the Board this month to replace the tile subcontractor. The contractor is working in the restrooms

removing toilet fixtures, counters, and partitions within the affected areas to prepare for tile replacement.

<u>In Progress</u>: Electrical trim-out is ongoing. HVAC air balance is underway. The District and furniture consultant are receiving and placing furniture throughout the building.

<u>Recently Completed</u>: Flooring in the building is complete. Installation of interior and exterior doors and hardware on all three floors is *complete*; Installation of handrails is complete.

<u>Focus</u>: Remove and replace all ceramic tile assemblies throughout the project. Final punch list is scheduled for this month for areas other than those where the ceramic tile assemblies are to be removed and replaced. Address legal matters as needed.

Project Start: October 2004	Scheduled Finish: January 2012
Projected Finish: July 2012	DSA Close Out: Outstanding

2. SCIENCES BUILDING

	Original	Revision	Total
Original roject 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.

<u>Status:</u> The *Construction Document* Phase of the project is *underway*.

<u>In Progress</u>: Design Team meetings are held on an as-needed basis during the Construction Documents Phase.

Recently Completed: A Geotechnical site investigation was conducted with the report submitted for review. Surveying and site utilities' mapping was conducted with the report submitted for review. The building envelope consultant is working with the design team reviewing detailing. The LEED building commissioning consultant is working with the design team. Review of construction documents progress set was completed by college and district and comments were returned to the architect for incorporation. The design team met this month to review incorporated comments.

<u>Focus</u>: The team continues to research alternative energy solutions and options to integrate the required building HVAC infrastructure into Central Plant.

Project Start: March 2011	Scheduled Finish: October 2014		
Projected Finish: October 2014	DSA Close Out: Outstanding		

3. LOOP ROAD

	Original	Revision	Total
Original Project Budget:			\$11,697,00
EFMP Project Budget Revision:			\$8,997,583
State Match:	\$0		
Basic Aid Allocation:	\$3,442,000		
Unassigned:	\$8,255,000	\$5,555,583	

<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.

<u>In Progress</u>: On Hold

Recently Completed: Phase II design work began and secondary effects were further defined during the Education and Facilities Master Planning Process. Secondary effects include parking lot modifications, thrower's park relocation including 20" tall fence, fence at practice field and runway and cage for discust throw 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: Phase I-Feb 2010, Phase II-Feb 2011	Scheduled Finish: On Hold
Projected Finish: On Hold	DSA Close Out: On Hold

4. BRIDGE REPLACEMENT PROJECT

	Original	Revision	Total
Original Project Budget:			\$1,700,000
State Match:	\$0		
Basic Aid Allocation:	\$1,700,000		

<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.

Status: All construction is complete.

<u>In Progress</u>: Final minor punch list items were completed and the Notice of Completion is before the Board this month.

Recently Completed: All construction is complete.

Focus: DSA Close Out

Project Start: March 2010	Scheduled Finish: July 2012
Projected Finish: July 2012	DSA Close Out: Outstanding

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	

<u>Budget Narrative</u>: 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 building programming is complete.

<u>In Progress</u>: The architect and District are working with the user groups to further define user needs in support of educational delivery.

Recently Completed: This report separates the TAS Renovation narrative from the TAS Swing Space narrative. After Basic Aid Allocation Recommendation Committee (BAARC) recommendation goes to the Board the budget will be addressed in both TAS items accordingly.

<u>Focus</u>: Schematic design with end user participation.

Project Start: September 2011	Scheduled Finish: March 2015
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Projected Finish: March 2015	DSA Close Out: Outstanding
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5. TAS SWING SPACE PROJECT

	Original	Revision	Total
Original Project Budget:	\$1,000,000*		
State Match:	\$0		
Basic Aid Allocation:	Under (Consideration	
Unassigned:			

<u>Budget Narrative</u>: Additional swing space currently under consideration could increase the revised project estimate by approximately \$5,800,000. *\$1,000,000 was originally budgeted to address Swing Space needs within the TAS project budget. For this report the swing space budget is reflected both in the TAS project budget and this Swing Space project budget. This item will be updated after the Basic Aid Allocation Resource Committee determines funding distribution and staff obtains Board approval. Afterward, duplicate reporting will be resolved.

Status: *Programming underway*

<u>In Progress</u>:. An agenda item was approved last month to hire the TAS Swing Space architect. Staff is working with the architect and department in preparing a schedule of programming meetings with the college and user groups.

Recently Completed: Kick off meeting with approved architect

Focus: Swing Space programming meetings with end users.

Project Start: May 2012	Scheduled Finish: December 2014
Projected Finish: December 2014	DSA Close Out: Outstanding

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.

Status: 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	Scheduled Finish:
Finish: Complete: July 2007	DSA Close Out: Outstanding

2. B-200 SCIENCE LAB ANNEX AND B-239 REMODEL

		Original	Revision	Total
Original	roject Budget:			\$4,120,000
	State Match:	\$0		
	Basic Aid Allocation:	\$4,120,000	\$2,860,000	\$6,980,000

Budget Narrative: Budget reflects Board actions on 6/26/06 and 9/22/08.

Status: Construction complete and occupied. DSA Close Out underway.

<u>In Progress</u>: District staff and the architect continue coordination toward this DSA close out effort. *One of three remaining change orders has been approved.*

Recently Completed: The Notice of Completion was filed on July 8, 2010.

Focus: DSA Close Out

Project Start: July 2006	Scheduled Finish: December 2009
Finish: May 2010	DSA Close Out: Outstanding

3. LIFE SCIENCES PROJECT

	Original	Revisions	Total
Original Project Budget:			\$24,861,000

Budget Revised at Bid:			\$21,036,000
State Match:	\$17,393,000	-\$4,371,000	\$13,568,000
Basic Aid Allocation:	\$1,113,000	\$16,297,000	\$17,410,000
Unassigned:	\$3,626,000	\$1,469,242	

Budget Narrative: Budget reflects Board agenda action on 6/22/2004, 5/23/2005, 3/24/2008, 4/27/2009, and 5/24/2010. The original state-approved budget totaled \$24,861,000 and was reduced to \$21,036,000 when a lower-than-estimated bid was received. 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> Surety involvement at the request of the contractor has resulted in release of some back pay to subcontractors. *Surety and district legal counsel arrived at an agreement for release of liability relative to pay request requirements. This enabled release of District payments to contractor which are now current. This infusion of money into the project is anticipated to aid with forward progress.*

<u>In Progress</u>: Structural steel, framing, roof deck placement. Mechanical, Electrical, Plumbing (MEP) rough in. *Curtain wall fabrication is expected to begin May 16th. Negotiations with contractor on curtain wall issues are underway. A related change order is anticipated at June Board meeting.*

<u>Recently Completed</u>: The contractor and surety met with district staff again in early May to address project concerns. The commissioning agent performed a site visit and coordination meeting on May 9th between the mechanical, controls and electrical disciplines. Staff provided end users with a furniture, fixture and equipment (ff&e) update.

Focus: Contractor's staffing has increased. The contractor's focus on schedule recovery appears to diminish their focus on project quality. The district's construction team, comprised of district and college staff, the construction management team, DSA inspector, specialty inspectors and the architects are emphasizing project quality. Moisture intrusion at stored roofing insulation will result in some material replacement. The contractor and the district are working together to resolve outstanding change orders.

Project Start: December 2008	Scheduled Finish: July 2012
Projected Finish: February 2013	DSA Close Out: Outstanding

4. FINE ARTS BUILDING

Original Revisi	on Total
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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: The State Chancellor's Office indicates a preference to roll the 2013-14 projects to 2014-15 which includes this project. The capacity load ratio, used to determine project eligibility, exceeds the allowable limit of 105%. This percentage is a ratio of existing buildings to student need using enrollment projections. Projections are lower now than when the building was originally submitted. The State Chancellor's Office noted this as a concern and will provide an update after the project calendar update is complete.

Recently Completed: On Hold

Focus: Awaiting State Chancellor's Office funding approval

Project Start: On Hold	Scheduled Finish: On Hold
Projected Finish: On Hold	DSA Close Out: On Hold

5. BARRANCA ENTRANCE

	Original	Revision	Total
Original Project Budget:			\$2,850,000
Anticipated State Match:	-	-	
Basic Aid Allocation:	\$2,850,000	-	

<u>Budget Narrative</u>: Budget reflects Board agenda action on 4/27/2009. The current basic aid assignment of \$2,850,000 is considered sufficient to meet project costs.

<u>Status</u>: The first of two plan check fees has been submitted to the City of Irvine. *Plan check fees for Southern California Edison have been forwarded with this review to immediately follow.*

<u>In Progress</u>: 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> Document completion for final review by City of Irvine, *Southern California Edison* and submittal to the DSA.

Project Start: March 2010	Scheduled Finish: Spring/Summer 2013
Projected Finish: Spring/Summer 2013	DSA Close Out:

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. Landscape maintenance period underway. *Project open in time for graduation*.

In Progress: *All construction is complete*.

Recently Completed: Construction Complete.

Focus: DSA Close Out

Project Start: March 2009	Scheduled Finish: December 2011
Projected Finish: May 2012	DSA Close Out: Underway

7. A400 RENOVATION AND EXPANSION PROJECT

	Original	Revision	Total
Original Project Budget:	\$3,004,051	\$7,908,844	\$10,912,895
Anticipated State Match:	-	-	
Basic Aid Allocation:	\$1,000,000	-	-
Unassigned:	\$2,004,051	\$9,912,895	

<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>: The Board approved the use of Design-Build procurement. *Scheduling of kick off meeting with end users is underway*.

<u>In Progress:</u> This month a resolution for project specific approval and a Criteria Architect are recommended for Board approval.

<u>Recently Completed</u>: The Design-Build team developed a Criteria Architect RFP and agreement and completed a selection process. A contract for legal services is included in this month's agenda for Board ratification.

<u>Focus</u>: Develop initial programming documents prior to faculty break. Begin work on criteria documents.

Project Start: December 2012	Scheduled Finish: May 2016
Projected Finish: May 2016	DSA Close Out:

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.

<u>In Progress</u>: Building 524 demolition is underway. *A small portion of building 524 structure and miscellaneous site improvements are being continuing to be demolished.*

<u>Recently Completed</u>: The Board approved both Phase I and II contractors on October 25, 2010. Phases I and II are complete. *All hazardous material for Building 524 is removed*.

<u>Focus</u>: Obtaining City of Tustin insurance approvals in order for building 26 work to commence. Two insurance reviews have resulted in a final request for minor corrections after City of Tustin acceptance, notice to proceed with be provided to building 26 contractor.

Project Start: September 2010	Scheduled Finish: June 2012
Projected Finish: May 2012	DSA Close Out: N/A

2. ATEP MONUMENT SIGNAGE

	Original	Revision	Total
Original Project Budget:	-	-	-
Anticipated State Match:	-	-	
Basic Aid Allocation:	-	-	-

<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

Project Start: On Hold	Scheduled Finish: On Hold
Projected Finish: On Hold	DSA Close Out:

3. ATEP FIRST BUILDINGS - PHASE 3A

	Original	Revision	Total
Original Project Budget:	-	-	-
Anticipated State Match:	-	-	
Basic Aid Allocation:	\$12,500,000	-	-

Budget Narrative: Budget reflects Board action on 2/28/2011.

Status: Programming completed January 2012.

<u>In Progress</u>: Establish kick off meeting dates for Criteria Document development.

<u>Recently Completed</u>: Board approved two 30,000 square feet buildings, one for Saddleback College and one for Irvine Valley College. *Board approved* Design/Build as a delivery method for these projects *and Criteria Architect to begin developing the Criteria documents and programming*.

<u>Focus</u>: Development of RFP criteria documents will take place during the summer months with a district and college facilities department participation.

Project Start: January 2013	Scheduled Finish: June 2016
Projected Finish: June 2016	DSA Close Out: N/A as of yet

DISTRICT

1. CEQA MASTER PLAN

	Original	Revision	Total
Original Project Budget:	\$320,000	-	\$320,000
Anticipated State Match:	-	-	
Basic Aid Allocation:	\$320,000	-	-

Budget Narrative: Budget reflects Board action on 3/28/2011.

<u>Status</u>: Notice of Preparation was complete June 2011, and 30 day public review period followed. A public scoping meeting occurred on July 21, 2011. Public comments requested additional technical analysis which resulted in the need for additional time to address traffic evaluations. The traffic analyses were completed in March 2012 and the Draft Program Environmental Impact Report was completed this month.

<u>In Progress</u>: The 45-day EIR public comment period began on Friday, April 13, 2011 and will close on May 31, 2012.

<u>Recently Completed</u>: Review documents including the Draft Program Environmental Impact Report are posted at <a href="http://www.socccd.edu/about/abou

<u>Focus</u>: Respond to comments received on the Draft Program Environmental Impact Report and confer with legal counsel as needed.

Project Start: March 2011	Scheduled Finish: December 2011
Projected Finish: June 2012	DSA Close Out: N/A

Project updates for active projects may be viewed at: http://socccd.edu/businessservices/ProjectUpdates.html.

Definitions:

Project Start: Month Architect is brought on board for design

Scheduled Finish: Assumed duration of project depends on variables, such as agency

review, that are outside of the control of District and consultants

Projected Finish: Identified finish at the time of the report

DSA Close Out: The process of sending required documents to DSA to obtain

project certification. Level of project complication dictates

timeframe for completing this scope of work.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 7.7

DATE: 5/21/12

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 April 30, 2012. A review of current revenues and expenditures for FY 2011-2012 show they are in line with the budget and consistent with prior year trends.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

General Fund Income and Expenditure Summary As of April 30, 2012

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE	:		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS		_				
BEGINNING FUND BALANCE:		\$	28,463,180	28,463,180	28,463,180	100.00%
REVENUES: Federal Sources 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	3,001,032 16,273,616 175,289,798 194,564,446	1,333,740 11,422,651 172,455,489 185,211,880	44.44% 70.19% 98.38% 95.19%
BASIC AID INCOMING TRANSFERS	8980-8989					
TOTAL SOURCES OF FUNDS		\$_	220,054,414	223,027,626	213,675,060	95.81%
USES OF FUNDS						
EXPENDITURES: Academic Salaries Other Staff Salaries Employee Benefits Supplies & Materials Services & Other Operating Capital Outlay Payments to Students Total Expenditures	1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699	\$	61,660,421 39,771,693 34,363,697 5,459,896 18,545,192 7,528,724 157,618	61,279,137 40,435,851 34,555,753 5,610,609 20,269,811 7,692,850 272,170 170,116,181	50,790,272 29,075,261 27,262,830 2,188,411 11,545,568 3,246,298 195,481 124,304,121	82.88% 71.90% 78.90% 39.00% 56.96% 42.20% 71.82% 73.07%
OTHER FINANCING USES: Inter Fund Transfers Out Basic Aid Transfers Out Intra Fund Transfers Out Debt Service Total Other Sources (Uses)	7300-7399 7400-7499 7100-7199	\$	834,000 39,128,922 0 422,424 40,385,346	1,176,600 39,128,922 0 424,096 40,729,618	1,176,600 4,368,000 0 325,459 5,870,059	100.00% 11.16% 0.00% 76.74% 14.41%
TOTAL USES OF FUNDS		_	207,872,587	210,845,799	130,174,180	61.74%
ENDING FUND BALANCE		\$_	12,181,827	12,181,827	83,500,880	
RESERVES Reserve for Economic Uncertainties Location Reserves for Economic Uncertainties	ainties	\$_	10,210,900 1,970,927	10,210,900 1,970,927		
TOTAL RESERVES		\$ <u>_</u>	12,181,827	12,181,827		

NOTE: As of April 30, 2011, actual revenues to date were **95.94%** and actual expenditures to date were **63.23%** of the revised budget to date.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary As of April 30, 2012

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE			Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS		-				
LOCATION BEGINNING BALANCE		\$	11,936,755	11,936,755	11,936,755	100.00%
REVENUES: Unrestricted Budget Allocation Restricted Budget Allocation Total Revenue		\$_	79,169,155 7,869,187 87,038,342	79,169,155 9,968,000 89,137,155	77,283,741 7,340,381 84,624,122	97.62% 73.64% 94.94%
BASIC AID INCOMING TRANSFERS	8980-8989		0 0	0 0	0 0	
TOTAL SOURCES OF FUNDS		\$_	98,975,097	101,073,910	96,560,877	95.53%
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)	1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699	\$ \$	39,552,151 20,439,118 19,381,376 4,006,790 8,420,702 5,178,961 75,072 97,054,170	39,927,868 21,008,559 19,615,402 4,188,199 9,212,088 5,128,106 72,761 99,152,983	32,595,729 14,679,291 15,517,606 1,474,716 5,038,963 1,910,094 56,319 71,272,718	81.64% 69.87% 79.11% 35.21% 54.70% 37.25% 77.40% 71.88%
Transfers Out Other Transfers Debt Service Total Other Sources (Uses)	7300-7399 7400-7499 7100-7199	\$	350,000 0 0 350,000	350,000 0 0 350,000	350,000 0 0 350,000	100.00%
TOTAL USES OF FUNDS		-	97,404,170	99,502,983	71,622,718	71.98%
LOCATION OPERATING BALANCE		\$_	1,570,927	1,570,927	24,938,159	
RESERVES Reserve for Economic Uncertainties		\$ <u>_</u>	1,570,927	1,570,927		

NOTE: As of April 30, 2011, actual revenues to date were **94.86%** and actual expenditures to date were **72.18%** of the revised budget to date.

IRVINE VALLEY COLLEGE

General Fund Income and Expenditure Summary As of April 30, 2012

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE	.		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS		-				
LOCATION BEGINNING BALANCE		-	3,080,005	3,080,005	3,080,005	100.00%
REVENUES: Unrestricted Budget Allocation Restricted Budget Allocation Total Revenue		\$	43,955,845 6,045,795 50,001,640	43,955,845 6,920,194 50,876,039	42,523,246 4,505,264 47,028,510	96.74% 65.10% 92.44%
BASIC AID INCOMING TRANSFERS	8980-8989		0 0	0 0	0 0	
TOTAL SOURCES OF FUNDS		-	53,081,645	53,956,044	50,108,515	92.87%
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	7300-7399	-	20,643,985 12,448,504 11,374,866 1,267,487 4,677,883 1,529,950 82,546 52,025,221	19,871,984 12,558,221 11,332,896 1,248,734 5,563,748 1,780,356 199,409 52,555,348	17,307,909 9,297,855 9,071,324 632,859 2,870,384 930,487 139,161 40,249,979	87.10% 74.04% 80.04% 50.68% 51.59% 52.26% 69.79% 76.59%
Other Transfers Debt Service	7400-7499 7100-7199		0 422,424	0 424,096	0 325,459	76.74%
Total Other Sources (Uses)		-	656,424	1,000,696	902,059	90.14%
TOTAL USES OF FUNDS		-	52,681,645	53,556,044	41,152,038	76.84%
LOCATION OPERATING BALANCE		=	400,000	400,000	8,956,477	
RESERVES Reserve for Economic Uncertainties		=	400,000	400,000		

NOTE: As of April 30, 2011, actual revenues to date were **94.32%** and actual expenditures to date were **75.62%** of the revised budget to date.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM:

ITEM: 7.8 DATE: 5/21/12

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 April 30, 2012 (Exhibit A). The portfolio is comprised of 50.6% Fixed Funds (Bonds) and 49.4% Common Stocks (Domestic and International). The fair market value at April 30, 2012 is \$66,175,447. Since inception, the trust has earned a 5.12% annualized return, which is down .15% from the prior month. The annualized return is consistent with the market.

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



May 7, 2012

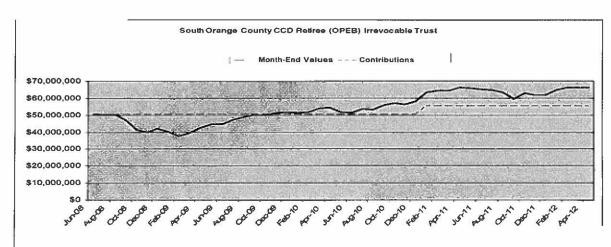
South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value at April 30th of \$66,175,447.08, your portfolio was down -0.15% for the month and up 5.58% 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 (50.6%), and common stock funds (49.4%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008 and an additional contribution of \$4,618,708.00 on January 10th, 2011, for a total of \$55,409,811. Below is the performance of your portfolio for various time frames since inception.

Performance	April 2012	Year-To-Date	Annualized Since Inception
South Orange CCCD	-0.15%	6.64%	5.12% annualized return
S&P 500	-0.63%	11.87%	4.62% (Domestic Stocks)
MSCIEAFE	-1.96%	8.69%	-3.79% (International stocks)
Barclays Aggregate	1.11%	1.42%	6.76% (Domestic Bonds)



Very truly yours,

Scott W. Rankin Senior Vice President

Benefit Trust - Retiree (OPEB) Trust

June-08 \$ 50,589,708 \$ 50,791,103 July-08 \$ 50,258,631 \$ 50,791,103 August-08 \$ 50,118,614 \$ 50,791,103 September-08 \$ 46,745,893 \$ 50,791,103 October-08 \$ 41,284,495 \$ 50,791,103	3 3 3 3 3 3
August-08 \$ 50,118,614 \$ 50,791,103 September-08 \$ 46,745,893 \$ 50,791,103 October-08 \$ 41,284,495 \$ 50,791,103	3 3 3
September-08 \$ 46,745,893 \$ 50,791,103 October-08 \$ 41,284,495 \$ 50,791,103	3 3 3
October-08 \$ 41,284,495 \$ 50,791,103	3
	3
	3
November-08 \$ 39,925,535 \$ 50,791,103	
December-08 \$ 42,088,691 \$ 50,791,103	3
January-09 \$ 40,197,373 \$ 50,791,103	
February-09 \$ 37,536,078 \$ 50,791,103	3
March-09 \$ 39,286,708 \$ 50,791,103	3
April-09 \$ 42,576,531 \$ 50,791,103	3
May-09 \$ 44,714,521 \$ 50,791,103	3
June-09 \$ 44,706,214 \$ 50,791,100	3
July-09 \$ 47,373,064 \$ 50,791,100	3
August-09 \$ 48,600,027 \$ 50,791,103	3
September-09 \$ 50,319,808 \$ 50,791,103	3
October-09 \$ 49,909,637 \$ 50,791,103	3
November-09 \$ 51,369,745 \$ 50,791,103	3
December-09 \$ 51,753,635 \$ 50,791,103	
January-10 \$ 51,302,290 \$ 50,791,103	3
February-10 \$ 51,881,829 \$ 50,791,103	
March-10 \$ 53,833,529 \$ 50,791,103	
April-10 \$ 54,530,453 \$ 50,791,103	3
May-10 \$ 51,860,270 \$ 50,791,100	3
June-10 \$ 51,342,419 \$ 50,791,103	3
July-10 \$ 53,704,177 \$ 50,791,103	3
August-10 \$ 53,206,683 \$ 50,791,100	3
September-10 \$ 55,816,988 \$ 50,791,103	3
October-10 \$ 57,104,621 \$ 50,791,103	
November-10 \$ 56,224,029 \$ 50,791,103	3
December-10 \$ 58,006,867 \$ 50,791,103	3
January-11 \$ 63,349,822 \$ 55,409,81	1
February-11 \$ 64,479,212 \$ 55,409,81	1
March-11 \$ 64,427,596 \$ 55,409,81	1
April-11 \$ 66,174,437 \$ 55,409,81	1
May-11 \$ 65,875,362 \$ 55,409,81	1
June-11 \$ 65,060,898 \$ 55,409,81	1
July-11 \$ 64,945,129 \$ 55,409,81	
August-11 \$ 63,185,567 \$ 55,409,81	1
September-11 \$ 59,495,123 \$ 55,409,81	
October-11 \$ 63,076,658 \$ 55,409,81	
November-11 \$ 61,958,358 \$ 55,409,81	1
December-11 \$ 61,922,567 \$ 55,409,81	
May-11 \$ 65,875,362 \$ 55,409,81 June-11 \$ 65,060,898 \$ 55,409,81 July-11 \$ 64,945,129 \$ 55,409,81 August-11 \$ 63,185,567 \$ 55,409,81 September-11 \$ 59,495,123 \$ 55,409,81 October-11 \$ 63,076,658 \$ 55,409,81 November-11 \$ 61,958,358 \$ 55,409,81 December-11 \$ 61,922,567 \$ 55,409,81 January-12 \$ 64,741,289 \$ 55,409,81 February-12 \$ 66,183,867 \$ 55,409,81 March-12 \$ 66,171,932 \$ 55,409,81	
February-12 \$ 66,183,867 \$ 55,409,81	
March-12 \$ 66,171,932 \$ 55,409,81	
April-12 \$ 66,175,447 \$ 55,409,81	

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.9 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: List of Board Requested Reports

ACTION: Information

BACKGROUND

At a prior board meeting, members of the Board of Trustees requested staff reports. To ensure that follow up and tracking takes place regarding the board requested reports, this item includes a table providing status and includes date report is requested by the board, report topic, name of trustee requesting report, requested due date, person responsible for preparing the report and the date the report is scheduled to be submitted to the board for their review. This report is intended to be a standing item on every board agenda, when appropriate, with old information dropped off and new requests added.

STATUS

The Board report listing (EXHIBIT A) is coordinated and prepared by the Office of the Vice Chancellor for Business Services.

This report is intended to provide status of board requested reports of the South Orange County Community College District Board of Trustees.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT LISTING OF BOARD REPORTS REQUESTED

Date Report Requested	Report Topic	Board Member Requesting Report	Report Due Date	Report Prepared By:	Date Submitted to the Board of Trustees
3/19/12	Feasibility of Purchasing Manufactured Pool from Olympic Trials in Oklahoma for IVC	Trustee T.J. Prendergast	May 2012	Vice Chancellor- Business Services and District Director-Facilities Planning	Information Item May 21, 2012
2/27/12	Veteran's Programs-ideas for expansion, increased services, or combined program at ATEP.	President Nancy Padberg	April 2012	Chancellor, Presidents	Presentation/Discussion on April 30, 2012

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 7.10 DATE: 5/21/12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Quarterly Investment Report

ACTION: Information

BACKGROUND

Senate Bill Number 564 added Government Code Section 53646 requiring the local agencies in California, including educational institutions, to render a statement of investment policy to their local governing Board on an annual basis. In addition, a quarterly report in compliance with the investment policy is to be rendered to the governing Board with respect to the agency's investments. The Board approved the District's investment policy on September 16, 1996, and since then, quarterly reports have been rendered for the Board's information.

STATUS

This report is for the quarter ending on March 31, 2012. Our cash balances at the end of March 31, 2012 were \$221,809,822.18 in the Orange County Investment Pool (OCIP) and \$25,831,700.86 in the Local Agency Investment Fund (LAIF) Pooled Investment Account. The OCIP investment pool is yielding an average of 0.48% and the LAIF investment pool is yielding an average of 0.38% for the fiscal quarter ending March 31, 2012. Both pools are highly liquid, with overnight wire transfers available upon request.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 8.0 DATE: 5/21/12

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

DATE: May 10, 2012

SUBJECT: President's Report for the May 21, 2012 Board of Trustees Meeting

IVC Foundation Announces PRO IVC Results

The Irvine Valley College Foundation PRO IVC Committee recently announced the results of its 2011-2012 PRO IVC Campaign. The Pledge drive began in October 2011 and ended April 2, 2012. A total of 91 campus organizations participated in the 2011-2012 PRO IVC campaign and a total of \$229,477 was raised by the groups and their donors, sponsors and the hard work of IVC faculty, staff and supporters. The IVC Foundation matched a total of \$75,000 toward the PRO IVC campaign, meaning that a total of \$304,477 will be distributed among the 91 organizations that participated for 2011-2012. The amount each organization will receive is based on the amount they actually raised plus a pro-rata portion of the \$75,000 of the IVC Foundation funding. The total allocation for all organizations, including the foundation match and the amount raised by the campus organization ranges from \$50 to \$9,352. The campaign was chaired by Professor Steven Rochford and Foundation staff member Dennis Gordon. Congratulations to all who participated,

IVC Faculty Member Honored

The Chinese Language Teachers Association of Southern Californian (CLTA-SC) board unanimously selected IVC Professor Joanne Chen as the receiver of the 2012 CLERC (Chinese Language Education and Research Center) Award for Outstanding Chinese Teaching. She is recognized and for her great contributions to CLTA-SC by offering her expertise in using technology for Chinese education. This award includes a two week visit to China with an all-expense-paid trip by CLERC.

Southern California HTEC Conference: Partnering For Success

On Saturday, April 28, Irvine Valley College partnered with the Haas Technical Education Center to present "Partnering with Educators and Industry for the Advancement of the Southern California Manufacturing Community." The daylong event held at the Advance Technology & Education Park (ATEP) was created to promote and advance manufacturing and productivity through excellence in manufacturing education. The vision of the event was to collectively develop and disseminate the best educational materials and techniques in the world for advanced manufacturing education.

President's Report to the Board of Trustees May 10, 2012 Page 2

IVC Distributes Food to Veterans

On Friday, April 20, several Southern California groups worked together to distribute food to IVC veterans and needy students. Orange County Food Bank, Compassion Ministry of Vineyard Anaheim, The Original Manassero Farms, LoavesandFishesx10 and the IVC classified staff participated in this first-ever food distribution to IVC veterans and students. College staff distributed food to 20 families (8 Vets and 12 EOPS). At the event 1,200 pounds of food was distributed.

27th Annual Scholarship Awards Ceremony

On Thursday, May 10, the 27th Annual Foundation Scholarship Awards Ceremony was held in the IVC Performing Arts Center. The event started with a continental breakfast at 8 a.m. in the Performing Arts Center lobby followed by the program commencing at 9 a.m. This year IVC students will receive more than \$169,500. In total, more than \$260,000 will be awarded during this academic year. This year approximately 650 students started the application process because they were in need of a scholarship, a record number and a 48% increase over last year's identical process.

9th Annual Jazz Festival

The Ninth Annual Irvine Valley College Jazz Picnic was held at IVC, on Saturday, May 12 at 2 p.m. on the Arts Plaza lawn in front of the IVC Performing Arts Center. The celebration of Modern Jazz was presented by the IVC Jazz Ensemble, Ed Peffer, Director with Guest Artists The Grant Geissman Quintet, and the Los Alamitos High School Jazz Ensemble.

IVC Holds 27th Annual Commencement Ceremony

IVC held its 27th annual commencement ceremony on Friday, May 18 with Keith Rhodes, CEO of Big Brothers and Big Sisters of Orange County and the Inland Empire, serving as Commencement Speaker. The student speaker was Chathi Anderson, a 42 year-old returning student who earned an Associate's Degree in both Spanish and Speech Communication. Ms. Anderson plans to become a high school teacher, a path she set out on 24 years ago. After high school, she took a chance on making it in the music industry as lead singer for the 80's band True Grey. After years of rocking out in LA clubs, she gave up the lifestyle and made the difficult decision to return to school. Ms. Anderson joined the IVC Speech and Debate Team and has been a key member of the squad. Along with earning silver and bronze awards in persuasive speaking at the 2010 and 2011 state championships and being recognized (with her partner) as one of the top first-year debate teams at the 2012 national tournament, she was a force in the squad's earning two national titles. Ms. Anderson plans to attend California State University, Fullerton, to earn her teaching credentials and eventually a master's degree. Another high note at IVC's commencement was transfer to four year schools. IVC's 2012 graduates have been accepted at each of the nine campuses of the University of California, including UCLA and the notoriously competitive UCI School of Nursing. 61 IVC students were accepted to Berkeley, not to mention the very selective Haas School of Business, two of those IVC Berkeley admits were nominated to participate in the "Fly to Berkeley" program, a two-day all-expense paid trip to the

President's Report to the Board of Trustees May 10, 2012 Page 3

campus including meals, lodging, presentations on housing and financial aid and a campus tour. Many IVC students will be heading off to Cal State universities, including Fullerton, Long Beach, San Diego, Pomona, East Bay, San Jose State, Humboldt and San Luis Obispo. IVC also has students transferring to USC, Cornell, and Chapman Universities. All transfer students were recognized on May 2nd at the annual Transfer Celebration sponsored by the Transfer Center – it was a wonderful, festive, and well-attended event in the PAC lobby.

Spring Dance Perspectives

On April 20, IVC's Dance Perspectives featured the premiere of "Water Soul" by visiting international choreographer, Vendetta Mathea. The performance featured an additional new piece by Ms. Mathea as well as performances by IVC dancers.

IVC Outstanding Chemistry Student Award

Chris Hooshmand is the IVC Veterans Transition Coordinator, Founder of the IVC Veterans Center and now the Orange County Section of the American Chemical Society IVC Outstanding Chemistry Student Award recipient. After high school Chris joined the United States Marine Corps, and was honorably discharged from active duty in 2009. He has completed his transfer requirements at IVC and is currently studying full-time at UCI and part-time at IVC while pursuing his AA degree in Chemistry. His goal is to complete medical school and work for a veteran hospital to help take care of his fellow veterans.

Mini Conference Held at IVC

In an effort to help students succeed, IVC and UCI faculty came together on May 11 in the IVC Performing Arts Center to hold a mini conference to work on the implementation of standards and frameworks, based on the Common Core, the Writing Program Administrators (WPA) frameworks, and the Academic Literacy Document. Speakers included Professor Linda Adler-Kasner (UC Santa Barbara), Joy Oseguera and Mary Funaoka (OCDE), Professor Carol Booth Olson (UCI), and Professor Kate Clark (professor emerita, IVC). The goal of IVC and UCI is to establish networks where participants learn that the expectations delineated in the State Standards Common Core for Language Arts, Academic Literacy: A Statement of Competencies Expected of Students Entering California's Public Colleges and Universities, and the WPA/National Writing Project (NWP)/National Council of Teachers of English (NCTE) Frameworks for Post-secondary Writing can create a rich context for writing instruction in high schools, colleges and universities and establish a basis for articulation that will allow a more seamless transition among our institutions.

IVC Faculty Recognized

UCI recognized IVC professors Brenda Borron, Kay Ryals, Bari Rudman, and Ilknur Erbas-White with an Educator Recognition Award at a reception held on May 7, 2012. Recipients of this annual award are nominated by UCI's most successful first-year transfer students who are asked to name the instructor who has had the most significant impact on their academic performance and successful transfer.

President's Report to the Board of Trustees May 10, 2012 Page 4

IVC Career Technical Education Programs and Orange County STEM Expo

The Vital Link STEM Expo was held on Friday, April 13, through Sunday, April 15, 2012 at the Orange County Fairgrounds as part of the OC Youth Fair. Over 16,000 students and parents came through the Fair Grounds over the three-day weekend. Irvine Valley College's Career Technical Education grants helped in co-sponsoring the entire weekend of STEM activities with support for the host organization Vital Link. In addition, IVC grant funds were also provided in direct support of faculty members Robert Chaboya, "Electrical Technology;" Bret McKim, "Design Model Making & Rapid Prototyping;" and Ilknur Erbas-White, Jack Appleman, and the IVC Applied Science & Engineering Club (ASEC) which demonstrated their robotics project. The CTE Division also featured its statewide grant project, the "California Career Café," which was staffed by Carol Lerman and Kate Alder and had over 400 teachers and students stop by and actively engaged in career counseling activities. During Friday's events, Dean David Gatewood served as host and facilitator for California Community College's Vice Chancellor of Workforce and Economic Development, Van Ton-Quinlivan. On Friday morning, Vice Chancellor, Ton-Ouinlivan met with 40 regional community college leaders to discuss the new statewide initiative, "California Community Colleges: Vital to the Economy," and then addressed over 150 guest at the VIP luncheon on "Explore, Discover, and Connect to Your Future Career" along with Bill Habermehl, Orange County Superintendent of Schools; Lucy Dunn, CEO Orange County Business Council; and Max Gardner, President & CEO of Orange County United Way.

Concordia University Commencement Speaker

On Saturday, May 5, President Glenn Roquemore gave the commencement address at two separate commencement ceremonies for Concordia University, Irvine. The commencement ceremonies were held at the Bren Events Center at the University of California's Irvine campus to accommodate the maximum number of family members and friends at each graduation celebration. The undergraduate Bachelor of Arts ceremony began at 1:00 pm and included an audience of approximately 4,500 and a class of 450 graduates, and the Masters Ceremony began at 4:30 pm and included an audience of approximately 3,500 and a class of 465 graduates. President Roquemore had the honor of leading the procession/recession with Concordia President Kurt Krueger and a Regent.



TO:

Members of the Board of Trustees

Gary L. Poertner, Chancellor

FROM:

SADDLEBACK C O L L E G E

Dr. Tod A. Burnett, President

SUBJECT:

Report for May 21, 2012 Board of Trustees Meeting

Saddleback College's 43rd commencement ceremony was held on May 18th at 9:00 a.m. in the college's gymnasium. The commencement speaker was Dr. Jack Scott, Chancellor, California Community Colleges, and the student speaker was Janis Alexa Smith. Thank you to our Board of Trustees and to Chancellor Poertner for their significant contributions to the ceremony.

A record-breaking \$360,000 in scholarships was awarded to 205 students at Saddleback College's 36th annual scholarship ceremony on Thursday, May 12th. More than 200 individual scholarships totaling \$360,000 were donated by businesses, organizations, community members, and the Saddleback College Associated Student Government, which donated \$80,000 in scholarships and underwrote the expenses for the ceremony. Thank you to Foundation Director Don Rickner and Financial Aid Director Christian Alvarado for their excellent work on the scholarship ceremony. Records were also broken in the foundation's scholarship endowments, with 65 endowed scholarship funds totaling more than \$1.5 million. By comparison, the total three years ago was \$748,149.

Congratulations to Professors William Alston (Organic Chemistry), Kris Leppien-Christensen (Psychology), Scott Fier (Chemistry), Carmenmara Hernandez-Bravo (Spanish), and Elizabeth Innins (Microbiology/Anatomy), who were honored guests at UC Irvine's Educator Recognition Reception on Monday, May 7th. The professors were recognized for having the most significant impact on students identified as UC Irvine's most academically successful transfer students, who were asked to name the faculty from their community college who played a critical role in their successful transfer to the university.

Office of Instruction

Advanced Technology & Applied Science

Saddleback College Interior Design students showcased their talents at the Salvation Army Family Thrift Store in San Clemente through the Noah's ARC Design Challenge, a program highlighting that home furnishings and accessories can be purchased at The Salvation Army and integrated into well-designed living spaces. Textbook publisher Pearson Education, Inc. has published a book by Darrell Deeter entitled "Introduction to Automotive Service". Clifford Meyer was one of the content and technical review professors for the book.

Fine Arts & Media Technology

The Annual Juried Student Art Exhibition 2012 presented student awards at a potluck artists' reception and award ceremony on May 1st. The Saddleback Big Band, conducted by Joey Sellers, performed in the McKinney Theatre on May 2nd. Since it was Joey's 50th birthday, the band played Happy Birthday and a

cake was brought out on the stage to Joey's surprise. The Cinema-Television-Radio Department held its 3rd Annual Open House on May 3rd in their studios. Also on May 3rd, the Saddleback music students presented a free recital at Concert Hour. On May 4th, Joey Sellers' 11-piece ensemble, Jazz Aggregation, presented a concert with a creative approach to ensemble and improvised jazz. On May 6th in the McKinney Theatre, Guitar Stories presented two guitar concerts -- one with Canadian guitarist Alexander Dunn and the other with guitarist and faculty member Randy Pile. Our student Jazz Combo performed on May 7th in the McKinney Theatre. On May 8th the Saddleback Wind Ensemble, conducted by John Hannan, presented Summer Winds in the McKinney Theatre. Audiences experienced theatre of the absurd with An Evening of Ionesco Plays on May 3rd through May 6th in the Studio Theatre. On May 12th the Saddleback College Symphony Orchestra and College Choirs presented *Sailing the High C's!* with music from the great operas and operettas to full houses in the McKinney Theatre. On May 16th in FA 101, Dubravka Zubovic's intermediate voice classes presented their final recital titled *The Best of Both Worlds*, Arias, Art Songs and Duets from Classical Music and Broadway Shows. The last event of the season from the Division of Fine Arts & Media Technology was the KSBR Birthday Bash 2012 which was enjoyed by all on May 27th in the Village Green at Oso Viejo Park in Mission Viejo.

Health Science & Human Services

Several human services students and faculty attended the annual CAADE (CA Alcohol & Drug Educators) Conference in Palm Springs. The event was coordinated by Dr. Lori Phelps, Saddleback Adjunct Faculty and Executive Director of CAADE. Spirits were high in the Nursing Department with the release of the most recent results of the N-CLEX Nursing Licensure Exam—with a 97.5% pass rate, making the Saddleback Nursing Program once again one of the top achieving nursing programs. Plans continue on the exciting new Program to be piloted this summer: Health Career Readiness: Fast Track to Success. This is the project that is a part of the White House & President's Jobs Council Agenda and the agenda of the Lieutenant Governor.

Online Education & Learning Resources

On April 26th, the BSI committee formally approved the following projects for 2012 to 2013: Math Workshops for Students in Developmental Math Courses (Michael Hoggatt, Project Coordinator), \$2,347; English Tutoring Center (Marina Aminy, Project Coordinator), \$21,655; Math Tutor Center (Deanna Avetisian and Sharyn Sotelo, Project Coordinators), \$43,208; Students Achieving Success through Strategies Workshops (Debbi Lombardi, Project Coordinator), \$2,816; Freshman Advantage (Penny Skaff, Project Coordinator), \$13,860; and English Professional Learning Council (Renee Bangerter, Project Coordinator), \$6,114.

Social & Behavioral Sciences

The Sociology Department on May 1st welcomed PFLAG (Parents, Friends, and Family of Lesbians and Gays), who presented a panel presentation. PFLAG promotes the health and well-being of gay, lesbian, bisexual and transgender persons, their families and friends through: support, to cope with an adverse society; education, to enlighten an ill-informed public; and advocacy, to end discrimination and to secure equal civil rights. On April 26th - 29th Geography Professor Maureen Smith took five geography majors to the Annual Conference of the California Geographical Society (CGS). Professor Smith was able to utilize ASG funding to help pay for the students' trip up to UC Davis. Student Brittany Gale entered a map she created using GIS titled "Sex Offenders – Lake Forest, CA USA" and another student, Rose Ramirez, won the \$400 David Lantis Undergraduate Award. This is the second year in a row that a Saddleback College geography student has won this award. These two Saddleback College geography majors competed against undergraduate students representing UC's and CSU's throughout the state! The Saddleback College chapter of the Psi Beta Honor Society in Psychology hosted a research

conference for all community college students in Southern California on our campus on May 5th. We are very proud of our students who presented original research at this conference and welcomed students from other nearby community college campuses who participated. Dr. Amira Wegenek, Dr. Leppien-Christensen, and student Ciara LaBonte represented Saddleback College at the annual Western Psychological Association meeting in San Francisco in April. Dr. Wegenek delivered the opening talk at the 18th annual Terman Teaching Conference and Dr. Leppien-Christensen led various workshops for faculty who mentor student leaders through Psi Beta National Honor Society. Student Ciara LaBonte also presented her own original psychology research poster at this conference, which was very well received. On April 26th the Child Development Department hosted its Spring Child Development Information Night. It was attended by Saddleback students, ROP students and prospective students. Students participated in stations which included academic advising, meeting representatives from Brandman University and University of LaVerne as well as a representative from Orange County Cares Plus. Our theme this spring was "Children and the Natural World". Hands on demonstrations were provided by the staff of the Child Development Lab School and faculty to give students some real life "experience" in providing curriculum that supports children in the natural world.

Office of Student Services

On May 2nd, the 3rd Annual VETS Program End of Year Recognition Event was held. Of note, Elizabeth Tepe, a Marine Veteran and scholar athlete was voted and selected as the Student Veteran of the year. Student Veterans voted for retiring Dean Dr. James Wright as Administrator of the Year and both Steve The and Bradley Rettle were voted as Faculty of the Year.

The Scholarship Award Ceremony was held in the gymnasium on Thursday, May 10, 2012. This year a record breaking 973 students applied for scholarships. \$297,950 was awarded in scholarships to 208 students.

Transfer Center hosted Transfer Celebration to celebrate Saddleback students and their families on May 3rd.

Preparing for a Career in Teaching (PACT) alumni John Belleci (president) and Russell Booker (Secretary/Treasurer) elected for statewide SCTA (Student California Teachers Association) executive board 2012-2013

Report to the SOCCCD Board of Trustees for May 21, 2012 Business Services Highlights - Vice Chancellor Dr. Debra L. Fitzsimons

Basic Aid Report-Clarification regarding Commitments

The Basic Aid Report reflects a negative balance for FY 2011-2012 commitments in the amount of <\$9,951,045>. This is the net total of new allocations \$4,443,000 and the return of funds to the basic aid uncommitted funds of <\$14,394,045>.

During this fiscal year, new basic aid funds have been committed for the OPEB liability \$2.6M, scheduled maintenance projects \$1M, IT projects \$768,000, and legislative advocacy \$75,000.

Previously committed project funds have been returned to the basic aid uncommitted fund from several projects: a) the IVC A300 project \$602,862, b) the legal defense for Westphal case \$791,183, and c) the SC library remodel project \$13M.

Future changes will continue to be itemized each month at the end of the report.

Audit Season Begins!

The external auditors met with the Board Audit Committee to review the upcoming audit engagement. The auditors outlined the responsibilities of the audit firm which includes expressing an opinion whether our financial statements are fairly presented, in conformity with generally accepted accounting principles, and free of material misstatements. They will gain an understanding of the internal controls in order to determine their audit procedures and communicate significant matters to management and the Board Audit Committee. The scope and timing of the audit were also reviewed with an expected completion date of November 20, 2012. The auditors began their field work at the District site on May 7 and will be on site for several weeks. There will be a meeting towards the end of the audit cycle with the Board Audit Committee to review and discuss the audit, the financial statements, and findings.

State Chancellor's Office Call Letter Memo

On May 4, 2012, Fred Harris provided community college districts with the "Call Letter" for district's Capital Outlay Proposals and Plans for 2014-015. The following is an excerpt from that letter:

"Without a defined funding source the Department of Finance will not consider new projects in 2013-14. However, major capital outlay investment is a key contributor to the economic revival of California and a key component to job creation in every community. Therefore we are continuing our efforts to develop future state capital outlay plans in order to be ever-ready to respond to state or federal funding opportunities as they may arise.

In order to save districts time and money in the absence of new state bond funding, the Chancellor's Office is not requesting new project proposals for 2014-15. We will "roll" our proposed 2013-14 spending plan to 2014-15 and make the necessary cost adjustments. We will consider only one project per campus for 2014-15. ...

We will also be rolling your previously approved Initial Project Proposals (IPP) from 2013-14 to 2014-15. If you will be submitting a new IPP for possible inclusion in the 2015-16 budget, please contact your district's Specialist immediately.

Report to the SOCCCD Board of Trustees for May 21, 2012 Business Services Highlights - Vice Chancellor Dr. Debra L. Fitzsimons

Districts still are required to submit their 2014-15 Five-Year Construction Plans no later than August 1, 2012."...

New enrollment projections could impact the Fine Arts FPP status. Our specialist with the State Chancellor's office proposes a couple of solutions that will be evaluated after the State Chancellor's office updates the project calendar incorporating the new enrollment projections. This new information will allow us to fully understand the impact on lower enrollment projections on the project.

James B. Utt Library Remodel-Furniture and Equipment Installation

Library furnishing, fixture and equipment installation is underway. The completion date for this scope of work is May 25, 2012. The college has designated locations within the library that will house the computers and other IT equipment. This equipment is partially delivered to the district warehouse and will be delivered to library by May 25, 2012.

As reported in the Facilities Report, the contractor is replacing all ceramic tile due to insufficient material and procedures. This work effort will not impact the building's occupation date which is schedule to permit classes to be held beginning in the fall.