

# Meeting of the Board of Trustees

June 23, 2014

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

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

- 1.3 Public Employee Appointment, Employment, Evaluation of Performance, Discipline, Dismissal, Release (GC Section 54957(b).) (2)
  Public Employee Appointment or Employment
  - 1. Faculty Member
  - 2. Senior Matriculation Specialist
- 1.4 Conference with Labor Negotiators (GC Section 54957.6)
  - A. SOCCCD Faculty Association Agency Designated Negotiator: David Bugay, Ph.D.
- 1.5 Conference with Real Property Negotiators (GC Section 54956.8)
  - A. Sale or Exchange of Property by District: Portion of ATEP Site, Parcel3: City of Tustin, 300 Centennial Way, Tustin, regarding exchange of land and terms of payment.

Agency Designated Negotiator: Debra Fitzsimons, Ed.D.

- 1.6 Conference with Legal Counsel (GC Section 54956.9)
  - A. Anticipated Litigation (GC Section 54956.9(d)(2) and (e)(1) (1 case)

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

It is the Board's intent to reconvene in public session at the time specified herein. If closed session business has not been completed by the time public session is scheduled to be

reconvened, the Board may either remain in closed session longer, or reconvene in public and again recess to a closed session after completion of the public agenda. After the completion of any subsequent closed session, the Board shall again reconvene in public, and make any necessary reports of action taken before adjourning the meeting.

### 2.0 PROCEDURAL MATTERS

### 2.1 Actions Taken in Closed Session

### 2.2 Invocation

Led by Trustee Tim Jemal

### 2.3 Pledge of Allegiance

Led by Trustee Dave Lang

### 2.4 Public Comments

Members of the public may address the Board on any item on the agenda at this time or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at this time. If you wish to address the board, please complete a yellow form entitled, "Request to Speak" and submit it to the board's Executive Assistant. These forms are available outside the board room.

Speakers are limited to up to two minutes each.

2.5 Recognitions: Speakers are limited to two minutes each.

### A. Resolutions:

1. None

#### B. Commendations:

- Saddleback College President Tod Burnett will commend Brooke Sauter, Senior Administrative Assistant, for being named Classified Employee of the Year by the California Community Colleges Board of Governors.
- Irvine Valley College President Glenn Roquemore will commend several staff members for their efforts in discovering a fire/water main break in the Performing Arts Center (PAC) and working together to mitigate any water damage.

### 3.0 REPORTS

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

- D. Associated Student Government Reports
- E. Board Request(s) for Reports

### 4.0 <u>DISCUSSION ITEMS</u>

4.1 None

### 5.0 CONSENT CALENDAR ITEMS

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

- 5.1 **SOCCCD**: **Board of Trustees Meeting Minutes**Approve minutes of a Regular Meeting held on May 19, 2014.
- 5.2 Irvine Valley College: Curriculum Revisions for the 2014-15 Academic Year

Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2014-2015 academic year pursuant to Title 5, Section 53200 et seq.

5.3 SOCCCD: Irvine Valley College Life Sciences Building Project,
Clarification for Use of the County of Riverside Agreement for Furniture
Purchases

Approve update to the previously approved August 26, 2013, agenda item.

5.4 SOCCCD: Irvine Valley College A400 Design-Build Project, Construction Management Services, gkkworks

Approve the Construction Management Services agreement in the amount of \$390,400.

5.5 Saddleback College and Irvine Valley College: Community Education Fall 2014

Approve Fall 2013 Community Education courses, presenters, and compensation.

- 5.6 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.
- 5.7 Saddleback College: Study Abroad Program to Salamanca, Spain Approve the Saddleback College study abroad program: Spanish Language Studies in Salamanca, Spain in the spring of 2015 and direct the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the Travel and Education for coordinating all travel agreements.

5.8 SOCCCD: Saddleback College, Sciences Building Project, Testing & Special Inspection Agreement, C.E.M. Lab Corp
Approve the Saddleback College Sciences Building project, Testing and

Special Inspection Services Agreement in the amount of \$330,000.

5.9 SOCCCD: Saddleback College, ATAS Swing Space Project, Lease/Leaseback Delivery Method

Approve authorization to request qualifications and seek proposals for lease/leaseback delivery method for the Saddleback College, ATAS Swing Space project.

5.10 SOCCCD: Saddleback College, Award of Bid, Exclusive Beverage Supply/Promotional Services, Bottling Group LLC/Pepsi Beverages Company

Approve agreement for the Beverage Supply/Promotional Services for Saddleback College.

5.11 SOCCCD: Saddleback College BGS Fire Repair, Architectural Amendment No. 1, R2A Architecture

Approve Amendment No. 1 for a total fee of \$118,161.

- 5.12 SOCCCD: Saddleback College, Athletics Stadium Renovation Project, Adopt Resolution No. 14-15 Authorizing Design-Build Delivery Method Adopt Resolution.
- 5.13 **SOCCCD: Trustees' Requests for Attending Conferences**Approve/ratify the Trustees' requests for attending conferences.
- 5.14 SOCCCD: Budget Amendment: Adopt Resolution No. 14-16 to Amend FY 2013-2014 Adopted Budget

  Adopt resolution to amend the adopted budget
- 5.15 **SOCCCD:** Agreement for Information Technology Services, eNamix Approve the agreement for an amount not to exceed \$207,960, for the term of July 1, 2014 through June 30, 2015.
- 5.16 SOCCCD: Contract for Business Analysis and Project Management Services, I3 Solutions

Approve the agreement for professional services for an amount not to exceed \$118,800.

5.17 **SOCCCD: Architectural Services Pool** 

Approve twelve firms for a pool from which to draw architectural services for no greater than a five year period.

5.18 **SOCCCD:** First Year Bid Renewal, Bid No. 305D, Janitorial Supplies Approve the first of the two, one-year renewal periods for the 2014-

2015 fiscal year for a total amount not to exceed \$129,174.10, to the listed vendors.

# 5.19 **SOCCCD:** Gifts to the District and Foundations Accept donations.

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

Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P14-03922 through P14-04139 amounting to \$2,322,499.89 and P15-00032 through P15-00061 amounting to \$144,840.13 are submitted to the Board of Trustees for approval. Confirming requisitions dated April 9, 2014 through April 29, 2014 totaling \$86,501.57 are also submitted.

### 5.21 **SOCCCD**: Transfer of Budget Appropriations

Ratify the transfer of budget appropriations for the period ending May 31,2014

### 5.22 **SOCCCD**: Payment of Bills

Approve Checks No. 180360 through 181439 processed through the Orange County Department of Education, totaling \$7,216,616.77; and Checks No. 011030 through 011086, processed through Saddleback College Community Education, totaling \$250,504.99; and Checks No. 009244 through 009253, processed through Irvine Valley College Community Education, totaling \$11,168.26 are submitted for the approval of the Board of Trustees

### 5.23 **SOCCCD:** May and June 2014 Contracts

Ratify contracts as listed.

### 6.0 GENERAL ACTION ITEMS

6.1 ATEP: Resolution No. 14-18: Resolution of the Board of Trustees of the South Orange County Community College District Approving the Environmental Analysis Checklist Dated May 2014 That Confirms the Agreement for SOCCCD to Relinquish Its Right to Acquire Fee Title to the Valencia Parcel and Transfer of the Strip Parcel to the City of Tustin, and Associated Revisions to the Development Agreement and Restated Conveyance Agreement Are Not New Information Requiring Revisions to the Final Joint Program Environmental Impact Statement/Environmental Impact Report ("EIR/EIS") For the Disposal and Reuse of the MCAS Tustin and the MCAS Tustin Specific Plan/Reuse Plan, and Related Addenda, and Do Not Result in New Significant Impacts in this EIR/EIS and Addenda.

Adopt Resolution.

- 6.2 ATEP: Resolution No. 14-19: Resolution of the Board of Trustees of the South Orange County Community College District ("SOCCCD") Approving the Agreement for SOCCCD to Relinquish its Right to Acquire Fee Title to the Valencia Parcel and Transfer of the Strip Parcel to the City of Tustin, and Associated Revisions to the Development Agreement and Restated Conveyance Agreement, and Authorizing the Chancellor to Sign and Implement the Agreements. Adopt Resolution.
- 6.3 **SOCCCD: Tentative Budget FY 2014-2015**Approve the term SOCCCD tentative budget FY 2014-2015.
- 6.4 Saddleback College and Irvine Valley College: FY 2014-2015 Tentative Student Government Budgets

  Approve the tentative student government budgets FY 2014-2015.
- 6.5 SOCCCD: Saddleback College, Cosmetology and Cosmetician (Esthetician) Agreements, Advance Beauty College and Hair California Beauty Academy

  Approve agreements for a two year period with options to renew for three

Approve agreements for a two year period with options to renew for three additional one-year terms with each of the two responding vendors for an estimated value of \$900,000.

- 6.6 SOCCCD: Computer Equipment and Related Devices, CDW Government, LLC and Sehi Computer Products, Inc.

  Approve the purchase of computer equipment and related devices pursuant to the Addendum to Agreement No. B27164. Annual expenditures for the term under this agreement will not exceed \$2,500,000
- 6.7 **SOCCCD: Contract for Software Development, Neudesic LLC**Approve the contract for the term of July 1, 2014 to December 31, 2014, in an amount not to exceed \$1,474,400.
- 6.8 SOCCCD: Contracts with Foundation for California Community Colleges and Blackboard, Inc.

  Approve the agreements with the Foundation for California Community Colleges and with Blackboard, Inc., for a total amount not to exceed \$843,846.03.
- 6.9 SOCCCD: Board Policy Revision: BP-3340 Cellular Telephone /
  Smartphone Allowance, BP-3520 Refreshments and Meals at District
  Functions, BP-5615 Student Records, Directory Information and
  Privacy

Discussion/approval

6.10 SOCCCD: Adopt Resolution No. 14-17: Classified Employee Layoff Adopt resolution for reduction of hours in a categorical-funded position.

- 6.11 SOCCCD: 2014-2015 Full-Time Faculty Hiring Amendment
  Approve the amendment to the Saddleback College 2014-2015 faculty hiring list to include a full-time Business Law Instructor position to replace a full-time faculty member who will retire.
- 6.12 SOCCD: Agreement for Special Services: Liebert Cassidy Whitmore Approve revised fee schedule effective July 1, 2014.
- 6.13 SOCCCD: Academic Personnel Actions Regular Items
  Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Extension of Temporary Administrative Assignment, Full-time Faculty Retraction of Acceptance of Position, Resignation/Retirement/Conclusion of Employment.
- 6.14 SOCCCD: Classified Personnel Actions Regular Items
  Approve New Personnel Appointments, Authorization to Eliminate Classified
  Position and/or Position Numbers, Authorization to Establish and Announce
  a Classified Position, Authorization to Extend a Temporary Classified
  Position, Authorization to Change Classified Positions, Authorization to
  Eliminate and Create Classified Positions, Reorganization, Change of
  Status, Classified Bilingual Stipend, Additional Compensation, Out of Class
  Assignments, Authorization to Revise the Classified Temporary NonBargaining Unit Salary Schedules, Leave of Absence, 39 Month
  Reemployment, Resignation/Retirement/Conclusion of Employment,
  Volunteers.

### 7.0 REPORTS

- 7.1 SOCCD: List of Board Requested Reports
  Status of board requested reports of the South Orange County
  Community College District Board of Trustees.
- 7.2 SOCCD, Saddleback College, Irvine Valley College, and Advanced Technology and Education Park: Mission Statements Annual review of the district and college mission statements.
- 7.3 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.
- 7.4 **SOCCCD:** Basic Aid Report
  Report on projected receipts and approved projects.
- 7.5 **SOCCCD:** Facilities Plan Status Report Status of current construction projects.

- 7.6 **SOCCCD: Monthly Financial Status Report**This report displays the adopted budget, revised budget and transactions through May 31, 2014.
- 7.7 **SOCCCD:** Retiree (OPEB) Trust Fund The report is for period ending May 31, 2014.

### 8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

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

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

### 9.0 ADDITIONAL ITEMS

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



# BOARD OF TRUSTEES REQUEST FOR REPORT

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

Date: July 21, 2014

Trustee Name: Marcia Milchiker

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

Please provide a report on what comprises enrollment management at Saddleback College and Irvine Valley College. What activities are planned for maintaining or increasing enrollment in the short and long range?

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

## FOR INTERNAL STAFF PURPOSES

Staff needed for report preparatio
------------------------------------

Estimated time to prepare report:

Chancellor's comments:

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 5.1 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Minutes of the Board of Trustees Meeting

**ACTION:** Approval

### Minutes from:

May 19, 2014 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 May 19, 2014

### **PRESENT**

Members of the Board of Trustees:

T.J. Prendergast, President
Nancy M. Padberg, Vice President
Bill Jay, Member
Timothy Jemal, Member
David B. Lang, Member
Marcia Milchiker, Clerk
James R. Wright, Member
Keefe Carrillo, Student Member

#### **Administrative Officers:**

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

### **ABSENT**

Tod Burnett, President Saddleback College

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

### 1.0 PROCEDURAL MATTERS

- 1.1 Call to Order
- 1.2 Public Comments

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

- 1.3 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (GC Section 54957(b).) (2)
  - A. Public Employee Discipline, Dismissal, Release
- 1.4 Conference with Labor Negotiators (GC Section 54957.6)
  - A. SOCCCD Faculty Association
    Agency Designated Negotiator: David Bugay, Ph.D.
- 1.5 Conference with Real Property Negotiators (GC Section 54956.8)
  - A. Sale or Exchange of Property by District: Portion of ATEP Site, Parcel
     3: City of Tustin, 300 Centennial Way, Tustin, regarding exchange of land and terms of payment.
     Agency Designated Negotiator: Debra Fitzsimons, Ed.D.
- 1.6 Conference with Legal Counsel (GC Section 54956.9)
  - A. Anticipated Litigation (GC Section 54956.9(d)(2) and (e)(1) (1 case)

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

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

### 2.0 PROCEDURAL MATTERS

### 2.1 Actions Taken in Closed Session

On a 7 to 0 vote, the board approved a one-month general leave of absence with benefits to a classified employee at Saddleback College.

2.2 Invocation
Led by Trustee James Wright

2.3 Pledge of Allegiance Led by Trustee Bill Jay

### 2.4 Public Comments

Members of the public may address the Board on any item on the agenda at this time or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at this time. If you wish to address the board, please complete a yellow form entitled, "Request to Speak" and submit it to the board's Executive Assistant. These forms are available outside the board room.

### Speakers are limited to up to two minutes each.

There were four public comments in support of the faculty contract proposal and negotiation process.

### 2.5 Recognitions: Speakers are limited to two minutes each.

A. Swearing In: Student Trustee Keefe Carrillo

#### B. Resolutions:

- Carol Danna, Irvine Valley College Classified Employee Outstanding Service Award 2013-2014
- 2. Giziel Leftwich, Saddleback College Classified Employee Outstanding Service Award 2013-2014
- 3. Sandi Pope, District Services Classified Employee Outstanding Service Award 2013-2014

### C. Commendations:

1. Irvine Valley College: President Glenn Roquemore commended Gary Rybold for his extraordinary contribution to students and lasting contribution to IVC as a debate coach.

### 3.0 REPORTS

- 3.1 Oral Reports: Speakers are limited to up to two minutes each.
  - A. Board Reports
  - B. Chancellor's Report
  - C. College Presidents' Reports (Written Reports included in Section 8.0)
  - D. Associated Student Government Reports
  - E. Board Request(s) for Reports
    - Request for board reports on topics that were addressed during the Trustee Listening Sessions on April 30, 2014.

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

### 4.0 DISCUSSION ITEMS

## 4.1 Irvine Valley College and Saddleback College: Student Success Summits

Presentation recapping the Student Success Summit held at Irvine Valley College on April 25, 2014.

Saddleback College Dean Patti Flanigan, Irvine Valley College Dean Cathy Greiner and Professor Roopa Mathur provided an overview recapping the Student Success Summit held at Irvine Valley College on April 25, 2014.

4.2 SOCCCD: Basic Aid Allocation Recommendation for FY 2014-15 Accept for discussion and information.

Vice Chancellor Debra Fitzsimons and Irvine Valley College Vice President Davit Khachatryan provided a review of how basic aid is calculated and how the shared governance process was developed in 2011 following accreditation warnings to make fiscal allocation and planning more open and transparent.

### 5.0 CONSENT CALENDAR ITEMS

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

Items 5.1 and 5.6 were pulled from the consent calendar for discussion /action.

On a motion made by Trustee Padberg and seconded by Trustee Jemal, the balance of the consent calendar was approved on a 7-0 vote.

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

Approve minutes of a Regular Meeting held on April 28, 2014 and approve minutes of two Special Meetings held on April 30, 2014.

A correction was made to Exhibit C, 2.1. College name should read "Irvine Valley College."

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

# 5.2 Saddleback College: Community Education, Summer 2014 – Additional Class Offerings

Approve the Community Education courses, presenters, and compensation.

- 5.3 Saddleback College: Program Revisions for the 2014-15 Academic Year Approve the proposed program changes for the 2014-15 academic year at Saddleback College.
- 5.4 Saddleback College: Curriculum Revisions for C-ID and Honors Courses for the 2014-15 & 2015-16 Academic Years

  Approve the proposed changes in curriculum.
- 5.5 SOCCCD: Saddleback College, Technology & Applied Sciences Building Swing Space, Architectural Services Agreement, Amendment No. 3, R2A Architecture

Approve Amendment No. 3 in the amount of \$28,800 for project for a total fee

of \$723,220.

5.6 Irvine Valley College: Forensics Team Activities 2014-2015
Approve the participation of the IVC Forensics Team in the 2014-2015
speech tournament schedule at a total estimated budget not to exceed
\$79,300. Funding will be through the combined budget allocations of
student government (ASIVC), department general fund, staff
development, and the Foundation.

A correction was made to Exhibit A, 11<sup>th</sup> line down, location should read "Fullerton."

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

5.7 Irvine Valley College: Revised 2014-2015 Instructional Material/Laboratory Fees

Approve the proposed changes to the 2014-2015 Revised Instructional Material/Laboratory Fees, previously approved by the Board on February 24, 2014.

5.8 Irvine Valley College: Curriculum Revisions for the 2014-15 Academic Year

Approve curriculum revisions for the 2014-2015 academic year pursuant to Title 5, Section 53200 et seq.

- 5.9 Irvine Valley College and Saddleback College, Parking Fees Approve the new parking fee schedule effective fall 2014.
- 5.10 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.
- 5.11 SOCCCD: Agreement for Special Services for ATEP Project: McKenna Long & Aldridge, LLP

Approve the agreement on a time spent hourly rate.

5.12 SOCCCD: Budget Amendment: Adopt Resolution No. 14-13 to Amend FY 2013-2014 Adopted Budget

Adopt resolution to amend the adopted budget.

5.13 SOCCCD: Destruction of Class 3 Disposable Records
Approve destruction of Class 3 disposable records in compliance with code.

5.14 SOCCCD: Purchase Order/Confirming Requisitions

Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P14-03922 through P14-04139

amounting to \$2,322,499.89 and P15-00032 through P15-00061 amounting to \$144,840.13 are submitted to the Board of Trustees for approval. Confirming requisitions dated April 9, 2014 through April 29, 2014 totaling \$86,501.57 are also submitted.

- 5.15 **SOCCCD: Transfer of Budget Appropriations**Ratify the transfer of budget appropriations for the period ending April 30, 2014
- 5.16 **SOCCCD: Payment of Bills**

Approve Checks No. 179649 through 180359 processed through the Orange County Department of Education, totaling \$5,028,656.64; and Checks No. 011017 through 011029, processed through Saddleback College Community Education, totaling \$46,316.25; and Checks No. 009240 through 009243, processed through Irvine Valley College Community Education, totaling \$2,315.12.

5.17 **SOCCCD: April and May 2014 Contracts** Ratify contracts as listed.

### 6.0 GENERAL ACTION ITEMS

6.1 SOCCCD: Consolidated Elections for Members of Governing Boards

Approve Resolution 14-14 to notify the Orange County Department of Education of the consolidated election specifications.

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

6.2 **SOCCD: Agreement for Information Technology Services, eNamix** Approve the agreement with eNamix for an amount not to exceed \$571,000, for the term of May 20, 2014 through June 30, 2015.

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

6.3 SOCCCD: District-wide Network Refresh, CMAS Contracts, Presidio Approve the use of the two listed CMAS contracts for equipment and services purchases with Presidio (CMAS contract numbers: 3-11-70-2834A and 3-12-70-2834E). Total costs for the project will not exceed \$2,200,000.

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

6.4 SOCCCD: Board Policy Revision BP-3340 Cellular Telephone /
Smartphone Allowance, BP-3520 Refreshments and Meals at District
Functions, BP-5615 Student Records, Directory Information and
Privacy

Accept for review and study.

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

# 6.5 SOCCCD: Board Policy Revision: BP-5140 Disabled Students Programs and Records, BP-4054 Political Activities, BP-2210 HIPAA/CMIA Privacy Policy

Discuss and / or approve.

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

### 6.6 SOCCCD: 2014-2015 Full-Time Faculty Hiring Amendment

Approve the amendment to the Saddleback College 2014-2015 faculty hiring list to include the new Full-time Faculty Nursing position, which will be 100% categorically funded.

On a motion made by Trustee Jemal and seconded by Trustee Wright, this item was approved on a 7-0 vote.

### 6.7 SOCCCD: Recess to Public Hearing

The Board will conduct a public hearing to provide an opportunity for the public to comment on the District's initial proposal to the SOCCCD Faculty Association.

One public comment to recognize counselors as faculty and to have a role in the college governance process.

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

### 6.8 SOCCCD: Academic Personnel Actions – Regular Items

Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Workload Banking, Reduced Workload Program with STRS Retirement, Resignation/Retirement/Conclusion of Employment.

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

### 6.9 SOCCCD: Classified Personnel Actions – Regular Items

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

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

### 6.10 Irvine Valley College: Management Reorganization

Approve the management reorganization to add a Vice President for College Administrative Services position. This position will provide ATEP leadership and address new initiatives such as student success and completion. The reorganization will impact the reporting structures to the offices of the president, vice president of instruction, and the vice president of student services.

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

### 7.0 REPORTS

## 7.1 Saddleback College and Irvine Valley College: Annual Accreditation Reports

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

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

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

# 7.5 **SOCCCD: Monthly Financial Status Report**This report displays the adopted budget, revised budget and transactions through April 30, 2014.

- 7.6 **SOCCCD: Quarterly Investment Report**The quarterly report as of March 31, 2014 for FY 2013-2014.
- 7.7 **SOCCCD: Retiree (OPEB) Trust Fund**The report is for period ending April 30, 2014.

### 8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

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

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

### 9.0 ADDITIONAL ITEMS

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

The meeting was adjourned at 7:51 p.m. in memory of former Saddleback College employee Virgil Moore.

Gary L. Poertner, Secretary

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.2 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** Irvine Valley College: Curriculum Revisions for the 2014-15 Academic

Year

**ACTION:** Approval

### **BACKGROUND**

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

### **STATUS**

Irvine Valley College (IVC) proposes additions, revisions, and deletions to the curriculum of the College. Exhibit A includes new, revised, and deleted courses and programs that are recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of IVC for the 2014-15 academic year pursuant to Title 5, Section 53200 et seq.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed changes in curriculum for the 2014-15 academic year at Irvine Valley College.

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

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

### SCHOOL OF FINE ARTS

Music Associate in Arts			Music Associate in Arts		
NOTE: Mus	ic majors must complete at least two:	semesters	NOTE: Mus	ic majors must complete at least two se	mesters
(4 units) from	n Piano I, II, III, or IV at any time du	ring their	(4 units) from Piano I, II, III, or IV at any time during their		
four semeste	rs of study.		four semeste	rs of study.	
Complete 4 t	units from the following courses (see	note	Complete 4 i	units from the following courses (see no	ote
MUS 54	Piano I	2	MUS 54	Piano I	2
MUS 55	Piano II	2	MUS 55	Piano II	2
MUS 56	Piano III	2	MUS 56	Piano III	2
MUS 57	Piano IV	2	MUS 57	Piano IV	2
WOS 51	i iano i v	-	14100 37	Tidio I v	-
Complete the	e following courses:		Complete the following courses:		
First Semest	er:		First Semest	er:	
MUS 3	Harmony I	5	MUS 3	Harmony I	<u>4</u>
Performance	Ensembles:		Performance	Ensembles:	
MUS 38,	39, 40, 42, 44, 46 or 59	2	MUS 38,	39, 40, 42, 44, 46 or 59	<u>1</u>
Applied Mus	sic: Instrumental, Keyboard or Voice:		Applied Mus	sic: Instrumental, Keyboard or Voice:	
MUS 50,	51, 52	.05	MUS 50,	51, 52	.05
MUS 53	Concert Music	.05	MUS 53	Applied Music: Performance	
Second Seme	ester:			Workshop	.05
MUS 4	Harmony II	5	Second Seme	ester:	
Performance	Ensembles:		MUS 4	Harmony II	<u>4</u>
MUS 38, 39, 40, 42, 44, 46 or 59		Performance	Ensembles:		
Applied Mus	sic: Instrumental, Keyboard or Voice:	:	MUS 38,	39, 40, 42, 44, 46 or 59	+
MUS 50,	51, 52	.05	Applied Mus	sic: Instrumental, Keyboard or Voice:	
MUS 53	Concert Music	.05	MUS 50,	51, 52	.05
Third Semes	ter:		MUS 53	Applied Music: Performance	
MUS 5	Harmony III	5		<u>Workshop</u>	.05
Performance	Ensembles:		Third Semes	ter:	
MUS 38,	39, 40, 42, 44, 46 or 59	2	MUS 5	Harmony III	<u>4</u>
Applied Mu	sic: Instrumental, Keyboard or Voice:	:	Performance	Ensembles:	
MUS 50,	51, 52	.05	MUS 38,	39, 40, 42, 44, 46 or 59	<u>1</u>
MUS 53	Concert Music	.05	Applied Mu	sic: Instrumental, Keyboard or Voice:	
Fourth Seme	ester:		MUS 50,	51, 52	.05
MUS 6	Harmony IV	5	MUS 53	Applied Music: Performance	
Performance	Ensembles:			Workshop	.05
MUS 38, 39, 40, 42, 44, 46 or 59 2		2	Fourth Seme	ester:	
Applied Music: Instrumental, Keyboard or Voice:		;	MUS 6	Harmony IV	<u>4</u>
MUS 50,	51, 52	.05	Performance	Ensembles:	
MUS 53	Concert Music	.05	MUS 38,	39, 40, 42, 44, 46 or 59	<u>1</u>
	Total Units:	<b>36</b>	Applied Music: Instrumental, Keyboard or Voi		
			MUS 50,	51, 52	.05
			MUS 53	<b>Applied Music: Performance</b>	
				Workshop	.05
				TD A - L T. L - CA	30

**Total Units:** 

<u>28</u>

# IRVINE VALLEY COLLEGE Curriculum Changes for 2014/2015

	Α	В	С	D	E
1		1			KEY CODE assign: Assignments
					c/l w/+: cross-listed with (and list the
2					other crs id)
3					co: corequisite
4		•			crsd: course id
5			* *		dc: delete course
6					dv: delete version of course
7					hrs: hours
8					lim: limitation
9					lrng obj: learning objectives
10					moe: methods of evaluation
11					nc: new course
12 13 14 15 16		• • • • • • • •			nv: new version of an existing course prereq: prerequisite rec: recommended preparation rpt: repeatability
16					sam: SAM code
17			•		sr: scheduled review with no significant revisions
18			•		ti: title
19		1	·		top: TOP code
20 21	· · · · · · · · · · · · · · · · · · ·				tps: topics
21					txt: textbook
22		• • • • • • • • • • • • • • • • • • • •			un: units
23					val: validation
24	SCHOOL	CRS ID	CATID	TITLE	ACTION TAKEN
25	Humanities	WR 182	14298.00 Writin	ng Conference	coreq: WR 2 and WR 2H

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.3 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Irvine Valley College Life Sciences Building Project,

Clarification for Use of the County of Riverside Agreement for Furniture

**Purchases** 

**ACTION:** Approval

### **BACKGROUND**

On November 17, 2008, the Board of Trustees approved Dougherty and Dougherty Architects, LLP for the Irvine Valley College Life Sciences building project including furniture design and selection. Dougherty and Dougherty Architects, LLP met with District and college staff for 6 months from January 2013 through June 2013 to define the college staff's furniture preferences. The furniture and equipment budget was referenced and maintained throughout this process.

On August 26, 2013, the Board approved the use of a County of Riverside agreement (RIVCO-93145-006-12/10) for the purchase of furniture for the Irvine Valley College Life Sciences building project. Orange County Department of Education indicated further details about the furniture purchase were necessary and this agenda item will serve to clarify and update the August 26, 2013 agenda item. Changes are shown in italics.

California Public Contract Code Section 20652 allows a community college district to acquire equipment by utilizing an existing contract of another public entity. The County of Riverside awarded several contracts pursuant to its RFP #PUARC-997 known as "Systems Furniture including Design and Installation Services". District staff has determined that one particular contract awarded by the County of Riverside met the District's needs for Irvine Valley College's Life Sciences building project.

### **STATUS**

The District reviewed pricing and available discounts under *several* agreements awarded by different public entities. District staff determined the County of Riverside agreement, # RIVCO-93145-006-12/10, awarded to G/M Business Interiors met the District's needs and will be in the best interest of the District to use due to the needs of the college staff, pricing and discounts available to the District and is available for review in the Facilities Planning and Purchasing department.

Irvine Valley College Life Sciences building furniture purchases utilizing the County of Riverside agreement with G/M Business Interiors will not exceed \$175,000. Total cost of all the furniture for the Life Sciences building is anticipated to be \$802,000.

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

Approximately \$725,000 or 90% of the funding is expected to be reimbursed through the State equipment allowance. The remainder, approximately \$77,000, will be provided by the District basic aid match. Funds are available within the approved project budget which is \$24,861,000. Other costs covered by this project budget include architectural fees, inspections, testing, buildings and equipment.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve this update to the August 26, 2013, agenda item to approve the award of a contract to G/M Business Interiors using the County of Riverside agreement # RIVCO-93145-006-12/10 for furniture purchases for the Irvine Valley College Life Sciences building project. This approval is contingent upon verification of the availability of funds for each purchase. Estimated costs for the furniture and equipment directly purchased from G/M Business Interiors will not exceed \$175,000, overall furniture and equipment expenditures at the Life Sciences building are \$802,000.

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.4 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Irvine Valley College A-400 Design Build Project,

Construction Management Services, gkkworks

**ACTION:** Approval

### BACKGROUND

The Board of Trustees approved \$13,013,000 in basic aid funding for the Irvine Valley College A400 Design-Build project. On December 16, 2013, the Board of Trustees approved the use of a Construction Management Services pool.

There is a current need to hire a construction manager for services for the Irvine Valley College A400 Design-Build project and may require services for various Irvine Valley College projects in the future. A request for proposals was provided to the Construction Management Services pool.

### **STATUS**

On June 3, 2014, the District received proposals from five firms (EXHIBIT A) for Construction Management Services. Two of the firms participated in interviews held on June 5, 2014.

- gkkworks Mr. Brandon Dekker
- O'Connor Construction Management, Inc. Mr. Neil Murphy

Staff recommends gkkworks to the Board of Trustees for Construction Management Services agreement (EXHIBIT B) for a not to exceed amount of \$390,400.

Basic Aid funds for services for the Irvine Valley College A400 Design-Build project are available in the project budget of \$13,013,000. Funds for future needs will be confirmed prior to any additional assignments.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Construction Management Services agreement (EXHIBIT B) for the Irvine Valley College Projects with gkkworks in the amount of \$390,400.

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

### Proposals Submitted for Construction Management Services Irvine Valley College Projects

COMPANY NAME	CITY	SUBMITTER'S NAME
APSI Construction Management	Irvine, CA	Jay Losak
Balfour Beatty Construction	Irvine, CA	Gil Fullen
Cumming	Aliso Viejo, CA	Anthony Sanchez
*gkkworks	Irvine, CA	Brandon Dekker
O'Connor Construction Management, Inc.	Irvine, CA	Neil Murphy

<sup>\*</sup>Recommended firm

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# AGREEMENT: CONSTRUCTION MANAGEMENT SERVICES FOR PROJECTS AT IRVINE VALLEY COLLEGE

This AGREEMENT is made and entered into this 24<sup>th</sup> day of June in the year 2014 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and gkkworks 2355 Main Street, Suite 220, Irvine, Ca. 92614, (949) 250-1500 hereinafter referred to as "CM";

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT desires to obtain Construction Management CM services for the A400 Design Build Project at Irvine Valley College, The Barranca parkway Entrance Road at Irvine Valley College, and other duties assigned named as 'CM Augmented Services' hereinafter referred to as "PROJECT"; and

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

NOW, THEREFORE, the parties hereto agree as follows:

### ARTICLE 1 CM'S SERVICES AND RESPONSIBILITIES

- 1.1. <u>Services</u>. The CM's services shall consist of those services performed by the CM and CM's employees as enumerated in this AGREEMENT and may include A400 Design Build oversight, Barranca Parkway Entrance Road, review of District Division 00, 01 and general conditions, and other duties assigned.
- 1.2. <u>Standard of Care</u>. CM shall provide the Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. CM's Services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of Project. CM's Services shall be provided by **Parker Davis**, Construction Manager. CM shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. <u>Key Individual Assignment</u>. The CM has been selected to perform the work herein because of the skills and expertise of key individuals. CM assignment for this PROJECT is for one Project Manager. The CM shall designate Charles Merrick, as Project Executive, and Parker Davis as Construction Manager. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the CM must furnish the name of all other key people in CM's firm that will be associated with the PROJECT.

- 1.4. Replacement of Key Individual. If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CM will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume' and/or interview. A project manager and all lead or key personnel must also be designated by the CM and are subject to all conditions previously stated in this paragraph
- 1.5. Relationship of CM to Other Project Participants. CM's services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Architect; (b) the Contractor; (c) the Inspector; (d) Test/Inspection Service Providers; and (e) others providing services in connection with bidding and/or construction of the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. The Architect shall perform its duties in accordance with its contract(s) with the DISTRICT. Except as expressly set forth herein, neither this Agreement, nor CM's rendition of services hereunder shall be deemed CM's assumption of responsibility for the adequacy or sufficiency of the PROJECT design or the Design Documents for the PROJECT, which are and remain that of the Architect. CM shall coordinate all work with DISTRICT CMs as necessary to complete contract requirements
- 1.6. <u>Acceptance of Project Schedule</u>. The CM shall accept the DISTRICT's project schedule for the performance of the CM's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CM.
- 1.7. <u>Duration.</u> The services covered by this AGREEMENT shall be completed within 12 months of the date of this AGREEMENT except for the post construction phase work to obtain DSA certification.

### ARTICLE 2 SCOPE OF CM'S SERVICES

- 2.1. Work Plan. Work with SOCCCD to finalize project requirements
  - a. Develop a list of all plans, specifications and other documents necessary to perform services.
  - b. Develop a list of all parties necessary to be included on the DSA Box website.
  - c. Develop and implement a plan with district assistance to obtain missing documents.

### 2.2. Preparation for Entering Construction Phase.

- a. <u>Review of Design Documents</u>. The CM, including the CM's Project Manager and Project Engineer for PROJECT construction, shall review the Design Documents completed by the Architect to attain a complete understanding of the design and scope of the PROJECT.
- b. <u>Master Construction Schedule</u>. The CM shall work with DISTRICT, Architect and Contractor to develop and submit to the DISTRICT for review and acceptance a Master Construction Schedule which shall reflect all of the work necessary to complete PROJECT construction. This effort will occur through a pull planning exercise facilitated by the Contractor with the subcontractors and including DISTRICT, Architect and CM. The Master

Construction Schedule shall be prepared by the Contractor with the most recent edition of commercially available software designed specifically for the scheduling of construction projects and which utilizes the critical path method of scheduling. The CM will be responsible to review the Master Construction Schedule for completion, appropriate logic ties, submittal and procurement considerations and change review through digger or comparable software upon the initial and each subsequent monthly submittal. The CM's use of scheduling software other than Microsoft Project Professional 2010, Microsoft Project Professional 2013, Primavera SureTrak or Primavera Project Planner P6 will require written approval of the DISTRICT which may be granted, withheld or conditioned in the sole discretion of the DISTRICT. CM will review the Master Construction Schedule to confirm that it indicates (a) the start/finish dates for the principal activities necessary to complete PROJECT construction, (b) a sequence, in a logical, reasonable and orderly manner so that PROJECT construction is completed within the Construction Budget and within the time established by the DISTRICT. If the DISTRICT's requirements for the PROJECT include phasing elements of PROJECT construction, or coordination relative to infrastructure shut downs such as those that will be required in the case of Central Plan work, the DISTRICT's phasing/coordination requirements shall be set forth in the Master Construction Schedule. The CM acknowledges that the CM's review of the Master Construction Schedule prepared by the Contractor will be relied upon during the initial and subsequent monthly schedule submittals to arrive at acceptance.

- c. <u>Construction Budget</u>: CM Estimate of Construction Costs: The CM shall review Construction Cost Estimates prepared by others for the PROJECT as depicted in Design Documents as of the date of this Agreement. Based upon such reviews, the CM shall prepare Construction Cost Estimates for the PROJECT in order to perform a comparative analysis with the Contractor's proposed PROJECT costs and provide recommendations to the DISTRICT for how to proceed with the Contractor's recommendation. The Construction Cost Estimate shall be based upon the then current market conditions.
- d. <u>CM's Best Judgment</u>. Evaluations of the DISTRICT's PROJECT preliminary estimates of Construction Costs and detailed estimates of construction costs prepared by the CM represent the CM's best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the CM nor the DISTRICT has control over the cost of labor, materials or equipment, over Contractor's methods of determining bid prices, or over market or negotiating conditions. Accordingly, the CM cannot and does not warrant or represent that final negotiated prices will not vary from the PROJECT cost estimate or evaluation prepared by the CM

#### 2.3. **Construction Phase.**

a. <u>Administration and Coordination of the Contract and Construction</u>. CM will provide administrative, management, and related services necessary to administer the PROJECT and to coordinate the work of the Contractor during the Construction Phase of the PROJECT including but not limited to: (a) schedule, coordinate and conduct construction meetings; (b)record, maintain and distribute minutes of construction meetings; (c) in consultation with the Architect and Contractor, review procedures for the receipt and

processing of Submittals with recommendations for improvement, if necessary; (d) in consultation with the DISTRICT, the Architect, and the Contractor review and/or implement procedures for the handling and disposition of the Contractor's requests for interpretation or clarifications; (e) review and/or establish and implement procedures for the transmittal and receipt of communications, drawings and other information between DISTRICT, CM, Architect and the Contractor relating to PROJECT construction; (f) coordinate activities of the Contractor, Inspector and Test/Inspection Service Providers and other DISTRICT consultants as needed.

- b. Monitoring of Construction Costs. CM will monitor on-going Construction Costs and advise the DISTRICT of the financial condition of the PROJECT by: (a) development of PROJECT financial reports to the DISTRICT, including those reflecting variations between actual Construction Costs and the Construction Budget and estimated costs of unperformed PROJECT activities; (b) maintaining records reflecting the actual costs for activities completed or in progress, including records relating to work performed on a unit costs basis and additional work performed by the Contractor; (c) monitoring and advising the DISTRICT of costs pertaining to potential, pending and completed changes to the work of the Contractor; and (d) advising and making written recommendations to the DISTRICT for adjustments to the Construction Budget relative to actual or anticipated Construction Costs. The CM shall prepare and submit cost reports to the DISTRICT on a monthly basis. The extent of detail and the nature of the format of such reports, the information compiled by the CM and reports generated by the CM shall specifically indicate the original amount of the Contract, the extent of adjustment to the Contract by DISTRICT approved Change Orders or approvals to allowance expenditures and the extent of potential further adjustment of the Contract as of the date of the CM's report based upon potential changes known at the time of the CM's preparation of the cost report. The format for such reports must be pre-approved in writing by the DISTRICT.
- c. Applications for Progress Payments. CM will participate in the review of progress payments to the Contractor and in consultation with the DISTRICT, the Architect and the DSA Inspector of Record, make written recommendations for the disbursement of progress payments to the Contractor as follows: (a) CM will review and recommend modifications if necessary to procedures for submittal, review, processing, and disbursement of progress payments to Contractor, along with associated forms and reporting systems; (b) based upon CM's observations and evaluations of each application for progress payment, CM will review and certify to the DISTRICT the amount due on each such application for progress payment and CM's written certifications constitute a representation to the DISTRICT that, based on CM's observations and evaluations at the Site, the data in the application for progress payment accurately reflects that the work has progressed to the point indicated in the application for progress payment and the quality of the work is in accordance with the Contract for the PROJECT; and (c) CM's representations relative to each application for progress payment are subject to an evaluation of the work for conformity with the requirements of the Contract for the Substantial Completion of the PROJECT, results of subsequent tests, inspections and other procedures, minor deviations correctable prior to completion and any specific

qualifications expressed by CM. CM's acceptance of an application for progress payment pursuant to the preceding shall be a representation that the Contractor is entitled to payment in the amount so certified. The CM's review of each application for progress payment shall be undertaken and completed within one week of receipt by CM so that the DISTRICT can meet its obligations to make progress payment due the Contractor within the time permitted by applicable law without incurring interest liability or other penalties/liabilities.

d. <u>Substantial Completion; Punch list</u>. In consultation with the Architect and the DISTRICT, the CM will assist in ascertaining the achievement of Substantial Completion of the PROJECT. If upon inspection of the work of the Contractor, the CM determines that Substantial Completion has not been achieved, the CM will assist the Architect in noting the conditions of the work and the measures necessary for the Contractor to achieve Substantial Completion of PROJECT construction. Upon the Contractor achieving Substantial Completion, the CM will participate with the DISTRICT and the Architect to inspect the work completed by the Contractor to note punchlist items to be completed by the Contractor as a condition to achieving Final Completion of the PROJECT.

#### e. PROJECT Progress.

- 1. Master Construction Schedule. During the Preparation for Entering the Construction Phase, CM will, in consultation with the DISTRICT, the Architect and the Contractor participate in the development of an overall comprehensive Master Construction Schedule for construction of the PROJECT showing the activities of the Contractor necessary for completion of PROJECT construction. CM shall monitor the Master Construction Schedule on a monthly basis so that the DISTRICT is kept fully informed at all times of the status and progress of overall PROJECT construction and status of the Contractor's construction progress. Where the actual rate of PROJECT construction progress is behind that indicated by the Master Construction Schedule, CM shall advise and make written recommendation to the DISTRICT for remedial action and facilitate the improvement by Contractor.
- 2. <u>Coordination of Construction Activities</u>. CM shall coordinate the activities of the Contractor with those of the CM, the Architect, Inspector, Test/Inspection Service Providers, other DISTRICT consultants as needed and the DISTRICT in conformity with the Master Construction Schedule, including the coordination and sequencing of Contractor's construction activities so that Site space is appropriately allocated and the Master Construction Schedule is maintained. A material obligation of the CM under this Agreement is the coordination of the activities of the Contactor in a manner so that PROJECT construction is completed in accordance with the Master Construction Schedule and within the Construction Budget.
- 3. <u>Progress Reports</u>. CM will maintain records of the progress of PROJECT construction, including written progress reports and photographs reflecting the

status of PROJECT construction and percentage completion. A two week narrative with four pictures will be provided to the DISTRICT for website reporting in the format directed by the DISTRICT. All changes will be documented on an "As-Built" set of documents which will record all RFIs, architectural supplement information, substitutions and change orders. The Contractor's field changes (location, material, undocumented changes, etc.) will be incorporated monthly during the pay application review and reviewed monthly with the DISTRICT. CM will maintain daily reports during PROJECT construction showing weather conditions, the Contractor and their Subcontractors by count, visitors at the Site, work accomplished, problems encountered and other matters materially affecting the PROJECT, completion of the PROJECT or Construction Costs in a format approved by the DISTRICT. CM will provide a monthly progress report including a narrative on the construction progress identifying any critical items and proposed solutions, an on-going chronology of milestone events, a graph with one axis for expenditure and the other for time showing actual in comparison to anticipated, an on-going and updated change order log, a pay request summary including percent complete and a bulleted 30 day look ahead list of upcoming activities to be reviewed in a meeting between the CM and DISTRICT. All documents shall be in a format approved by the DISTRICT.

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

### f. Site Observations.

- 1. <u>CM On-Site.</u> At all times during which there are construction activities, CM shall have its management team as identified in Article I Item 3 agreed by the DISTRICT, or other authorized representative at the Site to observe Site construction activities and to coordinate the activities of the Contractor. CM shall maintain at the Site the Contract, Drawings, Specifications, approved Change Orders, Submittals, applicable laws, codes, rules, regulations and ordinances and other written or electronic materials relating to the PROJECT
- 2. <u>CM and Contractor</u>. With respect to the Contractor's work, the CM shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the Contractor since these are solely the Contractor's responsibility under the Contract. The CM shall not be responsible for a Contractor's failure to carry out the work in accordance with the respective Contract. The CM shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the work not directly employed by the CM.

- 3. <u>Construction Quality.</u> The CM will guard the DISTRICT against defects and deficiencies in construction and workmanship on the basis of its Site observations, and CM will be responsible to report observations of any of the above mentioned activities to the DISTRICT and to coordinate quality control efforts with the DSA Inspector of Record. CM will establish and implement a quality control program to monitor the workmanship of the Contractor for conformity with: (a) accepted industry standards; (b) applicable laws, codes, rules, regulations, or ordinances: (c) and the requirements of the Contract.
- 4. Rejection of Work. Whenever in the ordinary course of discharging its services hereunder, CM shall discover or observe patent conditions of defective or deficient construction or workmanship which has or may have an adverse impact upon building life-safety systems or operations, structural elements or integrity or the safety of persons or property, CM shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the DISTRICT in writing. In other circumstances, where defective or deficient work is observed by CM, the DISTRICT shall be notified in writing by the CM of such conditions and if directed by the DISTRICT, the CM shall stop or reject such work. CM's responsibilities hereunder shall be limited to defective or deficient work of an apparent and patent nature.

#### g. <u>Site Safety</u>.

- 1. <u>Contractor Safety Program</u>. CM shall review the safety program of the Contractor for conformity with requirements of the Contract and applicable law. CM shall monitor the Contractor's compliance with the Contractor's safety programs and advise the DISTRICT of measures, if any, necessary or appropriate to obtain the Contractor's compliance. The CM is responsible for verifying that the Contractor has established a safety program, that the safety program established by the Contractor is in compliance with applicable law, and that the Contractor has implemented its safety program.
- 2. <u>Safety Violations</u>; <u>Safety Conditions</u>. The CM shall promptly notify the DISTRICT in writing of all CM observed instances of a Contractor's failure to comply with applicable safety requirements. In the event of a safety violation or other unsafe conditions on or about the PROJECT Site which have an immediate potential or actual adverse effect on life or property, the CM is authorized, without prior notice or prior directive of the DISTRICT, to take all actions deemed necessary and appropriate by the CM under the existing circumstances to prevent such actual or potential adverse effect.

### h. Changes and Claims.

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

- 2. Processing of Changes and Change Orders. CM will assist the DISTRICT and the Architect in evaluation of requests by Contractor for issuance of Change Orders and/or expenditures of allowances, assist in negotiations with Contractor relative to Change Orders proposals and the adjustment of Contract price or Contract time. CM will make written recommendations to the DISTRICT and the Architect for handling and disposition of the Contractor's proposals relative to Change Orders. If a change to the Contract is approved or authorized by the DISTRICT, CM will assist the DISTRICT and the Architect in the preparation of a Change Order reflecting such approved or authorized change to the Contract. The CM is not authorized, without the prior written consent and approval of the DISTRICT, to effectuate or authorize any change to the Contract. The CM shall be liable to the DISTRICT for all direct and consequential costs, losses or damages resulting from the CM's direction or authorization to effectuate a change to the Contract without the prior consent and approval of the DISTRICT.
- 3. <u>Claims Handling</u>. CM will assist the Architect in the review, evaluation and processing of claims asserted by Contractor. CM will make written recommendations to the DISTRICT as to merit, handling, and disposition of Contractor's claims.

#### 2.4. <u>Post-Construction Phase</u>.

- a. Review and Transmittal of Contractor Close-Out Documents. The CM shall begin to consider close out requirements upon execution of the contract. The CM shall receive from the Contractor the close-out documents and items to be submitted by the Contractor under the terms of its Contract upon completion of its obligations under the Contract. The CM shall review the Contractor's close-out documents and items to determine conformity with requirements of the Contract. If the CM determines that the Contractor's close-out documents and items are not in conformity with requirements of the Contract, the CM shall make written recommendations to the DISTRICT for measures to secure compliance with the requirements of the Contract. The CM shall deliver to the DISTRICT all the Contractor's close-out documents and items, except for the Contractor's as-built drawings which the CM shall transmit to the Architect.
- b. <u>CM PROJECT Records</u>. Within thirty (30) days of the date of issuance of a certificate of Final Completion for the Contract, the CM shall assemble and deliver to the DISTRICT all of the PROJECT records maintained during the Construction Phase by the CM relating to the PROJECT. Notwithstanding any provision of this Agreement to the contrary or any provision of law to the contrary, all documents, work product, whether of a tangible or

- intangible nature, whether in draft or final form and whether recorded in writing or any other medium, including without limitation, electronic files relating to the PROJECT or this Agreement, are the sole and exclusive property of the DISTRICT.
- c. <u>Contractor's Post-Construction Obligations</u>. If the Contractor is obligated under the terms of its Contract to provide work, labor, materials or services after completion of PROJECT construction, the CM shall monitor Contractor's post-construction activities for conformity with requirements of the Contract. The CM shall make written recommendations, as necessary, for securing Contractor's compliance with post-construction obligations.
- d. PROJECT Reports. The CM shall monitor the filing of DSA reports and other actions required by applicable law, code rule, regulation or ordinance to be undertaken by the Architect, Inspector, Test/Inspection Service Provider, or Contractor upon completion of PROJECT construction. If the Architect, Inspector, Test/Inspection Service Provider, or the Contractor has not filed reports or taken other actions required upon completion of PROJECT construction, the CM shall make written recommendations to the DISTRICT for measures to secure compliance by the Architect, Inspector, Test/Inspection Service Provider, or the Contractor with regard to such requirements. The CM will assist the DISTRICT in completion and submission of reports and other actions required to be undertaken by the DISTRICT upon completion of PROJECT construction pursuant to applicable law, code, rule, regulation, or ordinance or otherwise required to allow the DISTRICT to use/occupy the PROJECT for the purposes intended.
- 2.5. <u>Materials</u>. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

#### ARTICLE 3 ADDITIONAL CM SERVICES

- 3.1. Additional Services. Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, CM shall be compensated for the same in accordance with the provisions of the Agreement relating to Additional Services and the amounts indicated in Exhibit "A" CM Compensation Additional Services. The Board of Trustees of the District must approve an amendment to this Agreement, fully executed, prior to CM performing any Additional Services. The CM shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT.
- 3.2. <u>Notification and Authorization</u>. CM shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CM's control. CM shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be <u>compensated based on attached standard hourly rates</u>. Such services shall include:
  - a. <u>Material PROJECT Scope Changes</u>. Services required or necessary as a result of significant changes in the PROJECT scope or other requirements of the PROJECT, including PROJECT size, quality, or complexity or material changes to the Master Construction Schedule.

- b. <u>Termination/Default of Architect or Contractor</u>. Services required or necessary as a result of the default or termination of the Architect or the Contractor, failure of Performance of the Contractor, or major defects or deficiencies in the work of the Contractor.
- c. <u>Damage or Destruction to PROJECT</u>. Except to the extent caused by the CM, services and consultation associated or necessitated by damage or destruction to the PROJECT prior to completion by an act of God, fire or other casualty
- d. <u>Furniture Systems</u>. Services related to furniture systems, facilities or equipment not included within the scope of the PROJECT.
- e. <u>Investigation of Existing Conditions</u>. Services to investigate existing conditions or facilities or to provide measured drawings thereof.
- f. <u>Furniture, Furnishings, Equipment Not in PROJECT Scope</u>. Service in connection with the DISTRICT's selection, procurement or installation of furniture, furnishings or equipment not included within the scope of this PROJECT.
- 3.3. <u>Compensation for Additional Services</u>. If the duration of CM services is extended, due to the DISTRICT's need for Additional Services, the CM shall be entitled to additional compensation as set forth in Exhibit A. Escalation may be applied to services performed beyond the duration of the original Contract at a rate negotiated between the DISTRICT and CM. The CM shall provide a written request for such escalation with analysis of anticipated resource expenditure to the DISTRICT in a format pre-approved by the DISTRICT.

#### ARTICLE 4 TERMS OF SERVICE

- 4.1. <u>Time is of the Essence.</u> Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation CM's performance of the service required hereunder and DISTRICT's payment of all sums due to CM.
- 4.2. <u>Term.</u> Services under this Agreement shall be diligently performed by the CM for <u>12</u> months. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CM actions.
- 4.3. <u>Billing Rate</u>. Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Exhibit "A".
- 4.4. <u>Suspension Notice</u>. DISTRICT may suspend this Agreement at any time without penalty by written notice to CM of such suspension.

#### ARTICLE 5 INDEMNITY AND INSURANCE

5.1. <u>CM Indemnity of District.</u> CM shall indemnify, defend and hold harmless the Indemnified Parties from all claims, demands, liabilities, actions and causes of action arising out of this Agreement, including without limitation, claims for bodily injury, death, physical property damage (other than to the work of the PROJECT itself and property damage covered by a Builders Risk Insurance obtained by the Contractor) and demands, losses, liabilities or other claims arising out of CM's services hereunder or the negligent, willful acts omissions. The Indemnified Parties are: the DISTRICT, the DISTRICT's Board of Trustees and each individual member thereof and the

- employees, officers, agents and representatives of the DISTRICT. The CM's obligations hereunder shall survive termination of this Agreement and the completion of obligations hereunder, until barred by the applicable statute of limitations.
- 5.2. <u>Hold Harmless</u>. To the fullest extent permitted by law, CM agrees to indemnify and hold DISTRICT, and it board of Trustees, officers, employees and agents, entirely harmless from all liability arising out of:
  - a. <u>Workers Compensation and Employer's Liability</u>. Any and all claims under workers' compensation acts and other employee benefit acts with respect to CM's employees or his/her subcontractor's employees arising out of CM's work under this AGREEMENT including a waiver of subrogation; and
  - b. <u>CM Negligence</u>. Any and all claims for damages costs and/or charges caused by CM's negligent acts, errors and/or omissions, recklessness or willful misconduct in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions, recklessness or willful misconduct of CM's CMs, employees or agents in the performance of their obligations under this AGREEMENT. The coverages of such indemnification shall include, without limitation attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of CM's performance and shall survive the expiration or termination of this AGREEMENT until such time as any matter covered by such indemnity is barred by the applicable statute of limitations.
- 5.3. Purchase and Maintain Insurance. CM shall purchase and maintain insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect CM and DISTRICT from claims which may arise out of or result from CM's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
  - a. Workers' Compensation and Employers Liability Insurance. CM shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which CM may be liable. CM shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by CM. The Employer's Liability Insurance required of CM hereunder may be obtained by CM as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by CM hereunder.
  - b. <u>Comprehensive general and auto liability</u>. CM shall purchase and maintain Commercial General Liability and Property Insurance as will protect CM from the types of claims set forth below which may arise out of or result from CM's services under this Agreement and for which CM may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CM's employees; (ii) claims for

damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by CM, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to CM's obligations under this Agreement; and (vi) for completed operations.

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

- 1. owned non-owned and hired vehicles;
- 2. blanket contractual;
- 3. broad form property damage;
- 4. products/completed operations; and
- 5. personal injury.
- c. <u>Additional Insured</u>. Each policy of insurance required in (b) above shall name DISTRICT, District Board of Trustees, District officers, District agents, District employees, and District Contractors as additional insureds and shall state that, with respect to the operations of CM hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance stated in (a) and (b) above shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CM shall notify DISTRICT in the event of material change in, or failure to renew, each policy.
- 5.4. <u>State Authorized Insurers</u>. All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 5.5. <u>Insurance Evidenced</u>. Prior to commencing work, CM shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CM fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CM, and in such event CM shall reimburse DISTRICT upon demand for the cost thereof.

#### 5.6. **Coverage Amounts**

**Insurance Policy** 

**Minimum coverage Amount** 

**Workers Compensation** 

In accordance with applicable law

**Employers Liability** 

One Million dollars (\$1,000,000)

**Professional Liability** 

One Million (\$1,000,000) per occurrence and One Million dollars (\$1,000,000) project specific in the aggregate

#### ARTICLE 6 COMPENSATION TO THE CM

The DISTRICT shall compensate the CM as follows:

6.1. <u>Contract Price for Services.</u> The Contract Price for the CM's performance of the Services under this Agreement shall consist of the following Not To Exceed prices:

a. Hourly rate for CM (Parker Davis)

\$135.00

b. Average Monthly Rate for CM (Parker Davis) \$23,400.00

c. Not to Exceed Costs for CM FEEs

\$280,800.00

d. Exhibit B General Conditions monthly rate \$800.00

\$ 9,600.00

e. Reimbursable Cost

\$100,000.00

f. TOTAL

\$390,400.00

- 6.2. **Price Inclusions**. The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the CM, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense. The items and services identified in Exhibit "B" are services included in the CM's general conditions monthly rate noted above.
- 6.3. **CM Monthly Billing Statements.** CM shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CM. Services are to be invoiced monthly with hours broken down by Project and / or assignment as requested by the District.
- 6.4. <u>DISTRICT Payment of Contract Price.</u> Within thirty (30) days of the date of the District's receipt of CM's billing invoices, DISTRICT will make payment to CM of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CM hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Contractor.

- 6.5. <u>Withholding Payment.</u> The DISTRICT may, however, withhold or deduct from amounts otherwise due CM hereunder if CM shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured it failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.6. Payment in Full. This compensation shall be compensation in full for all services performed by the CM under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CM and DISTRICT in writing as provided for as additional services.
- 6.7. Monthly Payments. Payments for CM services shall be made monthly and, where applicable, shall be 95% of the services performed within each phase of service, on the basis set forth in paragraph 1. 100% payment will be made upon DISTRICT acceptance of each phase.
- 6.8. <u>Late payments</u>. Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CM's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9. <u>Schedule Delay</u>. To the extent that the time initially established for the completion of CM's services is exceeded or extended through no fault of the CM, compensation for any services rendered during the additional period of time may be computed as follows: <u>at standard hourly rates</u>. See Exhibit (attached with Sample Agreement) or as a fixed fee.
- 6.10. Reimbursable Expenses incurred by the CM and CM's employees and CMs in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review. The District shall not be liable to CM for any costs or expenses paid or incurred by CM in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing.
  - a. Reimbursable expenses are in addition to compensation for Services and Additional Services and include expenses incurred by the CM and CM's employees and CMs in the interest of the PROJECT.
  - b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. CM's normal travel expense (including to and from the PROJECT) and meals are excluded.
  - c. Expense of reproductions (except those needed for the use of the CM and his or her CMs or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT's prior written approval.
  - d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
  - e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CM's Services will be reimbursed.

- f. For reimbursable expenses, compensation shall be computed at a multiple of 1.05 times the expenses incurred by the CM, the CM's employees and CMs in the interest of the PROJECT.
- g. For additional services of CMs, compensation shall be computed at a multiple of 1.05 times the amounts billed to the CM for such services.

#### ARTICLE 7 CM'S WORK PRODUCT

- 7.1. <u>District Ownership of Documents</u>. The documents prepared by the CM for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CM grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CM pursuant to this AGREEMENT.
- 7.2. <u>Documentation.</u> The CM shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, CM and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CM shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 7.3. <u>Electronic Copy of Documents</u>. The CM shall perform the work under this agreement and shall deliver electronic copy of all reports and documentation via CD or DVD in PDF format upon completion of each of the three phases, preparation to enter into construction, construction, and post construction. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.4. Copyright/Trademark/Patent. CM understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission, except CM shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CM consents to use of CM's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

#### ARTICLE 8 TERMINATION

8.1. <u>Termination for Convenience</u>. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CM only for services satisfactorily rendered to the date of termination. 30 day written notice by DISTRICT shall be sufficient to stop performance of services by CM. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CM or no later than three days after the day of mailing, whichever is sooner.

- 8.2. Termination for Cause. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CM; or (b) any act by CM exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CM is adjudged a bankrupt, CM makes a general assignment for the benefit of creditors or a receiver is appointed on account of CM's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.
- 8.3. <u>Termination by Either Party</u>. This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the CM. This AGREEMENT may be terminated by either party upon not less than 7 days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
- 8.4. <u>Suspension of PROJECT</u>. The District may suspend this Agreement at any time without penalty by written notice to CM of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CM not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the CM shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CM's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CM's services.
- 8.5. <u>Abandonment of PROJECT</u>. If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CM shall be compensated for services satisfactorily performed prior to the abandonment and CM may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.
- 8.6. **Non Payment.** The DISTRICT's failure to make payments to the CM in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CM.
  - a. In the event the DISTRICT fails to make timely payment, the CM may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
  - b. Unless payment in full is received by the CM within 7 days of the date of the notice, the suspension shall take effect without further notice.
  - c. In the event of a suspension of services, the CM shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.

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

#### ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1. Work to Continue. In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CM agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CM agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and CM agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2. <u>Mediation Requirements</u>. All claims, disputes or controversies arising out of or relating to the PROJECT or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.
- 9.3. <u>Arbitration.</u> If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
  - a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
  - b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
  - c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
  - d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of

- limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
- e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

#### ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. <u>District Provided Information</u>. The DISTRICT shall provide to the CM full information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria. The DISTRICT shall provide the CM with the Project Construction Budget for review and acceptance by the CM. At the written request of the CM, District shall provide CM copies of any documents related to the Project.
- 10.2. <u>District Representative</u>. The DISTRICT shall appoint a representative authorized to act on the DISTRICT's behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CM. Unless modified by written notice by the DISTRICT to the CM, the DISTRICT Representative is:

#### **David Schiermeyer, Construction Manger**

- 10.3. <u>District Notification.</u> The DISTRICT shall give prompt written notice to the CM if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT's failure or omission to do so shall not relieve the CM of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. <u>Tests/Inspections</u>. The DISTRICT shall: (a) retain an Inspector ("Inspector") to provide construction observations and inspections as required by applicable laws, codes, rules, regulations, or ordinances; and (b) retain Test/Inspection Service Providers to conduct Construction Phase tests/inspections of materials/equipment forming a part of the Project as required by applicable laws, codes, rules, regulations, or ordinances. The foregoing notwithstanding, the Services of the CM include assistance to the DISTRICT in identifying, selecting, and retaining the Inspector and Test/Inspection Service Providers.
- 10.5. <u>DISTRICT Consultants</u>. Except to the extent of design consultants retained by the Architect, other consultants required or desired by the DISTRICT in connection with the Project shall be retained and paid for by the DISTRICT. Such other consultants include, but may not be limited to, legal counsel, insurance/surety consultants, audio-visual equipment/installation consultants, and hazardous material assessment & abatement consultants.

#### ARTICLE 11 MISCELLANEOUS

11.1. <u>Affirmative Action</u>. CM agrees that CM will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

- 11.2. <u>Compliance with Applicable Laws</u>. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CM agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CM, CM's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. <u>CM Accounting Records</u>. Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CM, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this agreement. During this time, CM shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. **Review, Approval or Acceptance**. Review, approval or acceptance of CM's work whether by DISTRICT or others, shall not relieve CM from responsibility for errors and omissions in CM's work.
- 11.5. <u>Cumulative Rights; Non Waiver</u>. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CM to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

#### 11.6. **Definitions**

- a. <u>Contract.</u> A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECT.
- b. <u>Contractor.</u> A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.
- c. <u>Design Documents.</u> The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the PROJECT. Design Documents include surveys, soil reports and other documents prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.
- d. <u>Architect.</u> The Architect is DLR. References to the Architect include its managers, <u>Swinerton Builders and their subcontractors,</u> retained to prepare or provide any portion of the Design Documents.
- e. <u>Submittals.</u> Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.
- f. <u>Site.</u> The physical area for construction and activities relating to construction of the PROJECT.

- g. <u>Construction Contract Documents</u>. The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT construction.
- h. <u>Substantial Completion.</u> Substantial Completion is when the Work of a Contract has been completed and installed including completion of commissioning and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
- i. <u>Final Completion</u>. Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.
- 11.7. <u>Employment with Public Agency</u>. CM, if an employee of another public agency, agrees that CM will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTIRCT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
- 11.8. Governing Law. This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
- 11.9. <u>Independent Contractor</u>. CM, in the performance of this AGREEMENT, shall be and act as an independent contractor. CM understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CM assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CM shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CM's employees.
- 11.10. <u>Marginal Headings; Captions.</u> The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CM and DISTRICT hereunder.
- 11.11. Non-Assignment. The DISTRICT and CM, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the CM pursuant to this AGREEMENT shall not be assigned by the CM. Nothing contained in this AGREEMENT shall create a contractual

relationship with or a cause of action in favor of any third party against either the DISTRICT or CM. The sale or transfer of a majority membership interest in CM firm or the admission of new member to the CM firm which causes there to be a change in majority ownership and / or control of CM firm shall be deemed and assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.

- 11.12. <u>Permits/Licenses</u>. CM and all CM's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.13. <u>Notifications</u>. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.14. **Communications** between the parties shall be sent to the following addresses:

DISTRICT CM

David Schiermeyer Charles Merrick South Orange County gkkworks

Community College District 2355 Main Street, Suite 220

28000 Marguerite Parkway Irvine, Ca. 92614

Mission Viejo, CA 92692

COPY

Dr. Debra L. Fitzsimons

South Orange County Community College District

28000 Marguerite Parkway Mission Viejo, CA 92692

- 11.15. <u>Severability.</u> If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect
- 11.16. <a href="Entire Agreement / Amendment">Entire Agreement / Amendment</a>. This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CM and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CM.
- 11.17. <u>Binding Agreement</u>. The DISTRICT and CM, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

This AGREEMENT entered into as of the day and year	first written above.
DISTRICT South Orange County Community College District	CM gkkworks
Dr. Debra L. Fitzsimons Vice Chancellor, Business Services	Charles Merrick Sr. VP, Construction Services
(Date)	(Date)
	(Taxpayer number)

#### Exhibit A

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

CM Services	Fee Per Hour
Project Executive	\$180
Senior Construction Manager	\$155
Construction Manager	\$140
Site Superintendent	\$145
Assistant Construction Manager	\$110
Project Engineer	\$110
Pre-Construction Director	\$160
Senior Estimator	\$140
Scheduler	\$115
Clerical	\$ 75
Document Control	\$110
BIM and Virtual Tools Specialist	\$125
Sustainability Manger	\$167
Design Peer Review	\$167
Contract / Cost Manager	\$125
Safety Manger	\$130
FF&E Procurement Specialist	\$145

#### Exhibit B

#### General Conditions Items for CM's Jobsite Offices

Jobsite Trailer - provided by contractor

Task chairs - provided by contractor

Desks – provided by contractor

Conference table – provided by contractor

Chairs for conference table – provide by contractor

(1) five drawer file cabinet – provide by contractor

Internet Connection – provide by District

Computers and necessary software - provided by Construction Manager

Printer/Fax/Scanner/Copier – provided by the Construction Manager

Phone line/Phone – provided by the District

Cell Phones – provided by the Construction Manager

Bottled Water Service – provided by the Construction Manager

Hard Hats/ PPE - each provides own

First Aid Kit – provide by the Construction Manager

All necessary office supplies – provided by the Construction Manager

Trash service/trailer cleaning – provided by the contractor

ITEM: 5.5 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** Saddleback College and Irvine Valley College: Community Education,

Fall 2014

**ACTION**: Approval

#### **BACKGROUND**

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

#### **STATUS**

A variety of educational and recreational events have been planned by the Saddleback College and Irvine Valley College Community Education departments for the Fall Semester 2014. Expenses for conducting these courses will be paid by income from participant fees. The Saddleback College and Irvine Valley College course offerings, presenters, and compensation are outlined in Exhibit A (Saddleback College) and Exhibit B (Irvine Valley College).

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Fall 2014 Community Education courses, presenters, and compensation as presented in Exhibits A and B.

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

		ON NON-CREDIT PROG			
PROGRAM		DATES	PRESENTER	HONORARIA	
Adult	Advanced Piano	9/1 - 12/31	Music Faculty	50% Net	\$5.25/hr
	Art 10: Ceramics Fundamentals	9/1 - 12/31	Art Faculty	50% Net	\$5.25/hr
	Art 11: Ceramics: Wheel I	9/1 - 12/31	Art Faculty	50% Net	\$5.25/hr
	Art 228: Bench Jeweler I	9/1 - 12/31	Art Faculty	50% Net	\$5.25/hr
	Art 229: Bench Jeweler II	9/1 - 12/31	Art Faculty	50% Net	\$5.25/hr
	Art 50: Painting I	9/1 - 12/31	Art Faculty	50% Net	\$5.25/hr
	Art 54: Painting From The Live Model II	9/1 - 12/31	Art Faculty	50% Net	\$5.25/hr
	Art 57: Watercolor I	9/1 - 12/31	Art Faculty	50% Net	\$5.25/hr
	Art 60: Printmaking (Intaglio/Etching And Relief)	9/1 - 12/31	Art Faculty	50% Net	\$5.25/hr
	Art 70: Fundamentals Of Sculpture	9/1 - 12/31	Art Faculty	50% Net	\$5.25/hr
	Art 78: Beginning Life Sculpture	9/1 - 12/31	Art Faculty	50% Net 50% Net	\$5.25/hr
	Art 85: Drawing From The Live Model I Ballroom And Swing	9/1 - 12/31 9/1 - 12/31	Art Faculty Dance Quick (I)	45% Gross	\$5.25/hr
	Basic Mandarin Chinese	9/1 - 12/31	Ling Chou (E)	60% Net	\$165
	Beatles Intermediate Guitar	9/1 - 12/31	Ron Gorman (E)	60% Gross	
	Become A Professional Organizer	9/1 - 12/31	Nancy Miller (E)	50% Net	\$39
	Begin A New Career As A Pharmacy Technician	9/1 - 12/31	Boston Reed College (I)	PP	\$2,720
	Beginning Blues Harmonica	9/1 - 12/31	David Broida (E)	50% Net	\$49
	Beginning Guitar	9/1 - 12/31	Ron Gorman (E)	60% Gross	
	Beginning Guitar For Kids/Teens	9/1 - 12/31	Ron Gorman (E)	60% Gross	
	Beginning Guitar With Ron Gorman	9/1 - 12/31	Ron Gorman (E)	60% Gross	
	Beginning Piano Pedagogy	9/1 - 12/31	Music Faculty	50% Net	\$5.25/hr
	Beginning Ukulele	9/1 - 12/31	Ron Gorman (E)	60% Gross	
	Billboard Top Ten" Intermediate Guitar"	9/1 - 12/31	Ron Gorman (E)	60% Gross	
	Blogging For Fun And Profit	9/1 - 12/31	Bob Cohen (I)	50% Net	\$39
	Brewing Basics: Brewing Beyond The Kit	9/1 - 12/31	Matthew Johnson (E)	50% Net	\$99
	Bride And Groom's First Dance	9/1 - 12/31	Dance Quick (I)	45% Gross	•
	Build Your Own Business Website	9/1 - 12/31	Mike Rounds (E)	50% Net	\$39
	Build Your Own Website For \$5 A Month	9/1 - 12/31	Mike Rounds (E)	50% Net	\$39
	Business Series	9/1 - 12/31	Connected Women Of Influence (I		\$175
	Cake Decorating For Beginners	9/1 - 12/31	Exquisite Cakes By Jennifer (I)	50% Net	\$59
	Cake Decorating With Fondant And Gumpaste	9/1 - 12/31	Exquisite Cakes By Jennifer (I)	50% Net	\$59
	Cashing In On Your Ideas And Inventions	9/1 - 12/31	Mike Rounds (E)	50% Net	\$39
	Cashing In On Your Ideas And Inventions	9/1 - 12/31	Nancy Miller (E)	50% Net	\$39
	Ceramics	9/1 - 12/31	Duane Matthews (E)	\$50/hr	\$214
	Chamber Music	9/1 - 12/31	Music Faculty	50% Net	\$5.25/hr
	Clutterology®: Eliminate Clutter In Your Life	9/1 - 12/31	Nancy Miller (E)	50% Net	\$39
	Commercial Music Ensemble	9/1 - 12/31	Music Faculty	50% Net	\$5.25/hr
	Consulting	9/1 - 12/31	Mike Rounds (E)	50% Net	\$39
	Contemporary Choir	9/1 - 12/31	Music Faculty	50% Net	\$5.25/hr
	Conversational Italian	9/1 - 12/31	Conversa (I)	50% Net	\$153
	Country Line Dance	9/1 - 12/31	Dance Quick (I)	45% Gross	\$49
	Country Two-Step	9/1 - 12/31	Dance Quick (I)	45% Gross	
	Create Successful Online Business Videos	9/1 - 12/31	Glenda Shaw (E)	50% Net	\$49
	Driving Concepts	9/1 - 12/31	Driving Concepts (I)	PP	PP
	Effective Property Staging	9/1 - 12/31	Art Navarro (E)	50% Net	\$49
	Effective Property Staging	9/1 - 12/31	Jean Navarro (E)	50% Net	\$49
	Extreme Couponing	9/1 - 12/31	Nancy Miller (E)	50% Net	\$39
	Family Country Line Dance	9/1 - 12/31	Dance Quick (I)	45% Gross	
	Feng Shui Tools For Better Living	9/1 - 12/31	Feng Shui Solutions (I)	50% Net	\$49
	Fingerstyle Guitar	9/1 - 12/31	Ron Gorman (E)	60% Gross	
	First Hand French	9/1 - 12/31	Nancy Allah (E)	50% Net	\$85
	Go Global: Growing International Sales	9/1 - 12/31	Matthew Gerard (E)	50% Net	\$39
	Golf - Levels I And II	9/1 - 12/31	TGA Golf (I)	50% Net	\$97
	Golf - Levels III and IV	9/1 - 12/31	TGA Golf (I)	50% Net	\$97
	Hand And Wheel Ceramics	9/1 - 12/31	Kathryn Stovall-Dennis (E)	50% Net	\$175
	Healthy Harmonica: Songs And Rhythms	9/1 - 12/31	David Broida (E)	50% Net	\$39
	How To Attend A College Of Your Dreams	9/1 - 12/31	Sharon Buck (E)	25% Net	\$30
	How To Be A Special Event/Wedding Planner	9/1 - 12/31	Farla Binder (E)	50% Net	\$49
	How To Be Published In A Week!	9/1 - 12/31	Mike Rounds (E)	50% Net	\$39

	COMMUNITY EDUCATION NON	I-CREL	JII PROGE	RAM-Fall 2014		
PROGRAM	ACTIVITY TITLE	D	DATES	PRESENTER	HONORARIA	FEE
	How To Be Your Own Private Investigator	9/1 -	12/31	Jim Harriger (E)	50% Net	\$39
	How To Become A Mystery Shopper	9/1 -	12/31	Elaine Moran (É)	50% Net	\$49
	How To Create QR Codes	9/1 -	12/31	Carol Chambers (E)	50% Net	\$39
	How To Get Paid To Speak	9/1 -	12/31	Mike Rounds (E)	50% Net	\$39
	How to Look Your Best	9/1 -	12/31	Christina Gaudy-Funke (E)	50% Net	\$175
	How To Play Piano By Ear	9/1 -	12/31	New School Of American Music (I)	50% Net	\$45
	How To Protect Yourself From Identity Theft		12/31	Mari J. Frank, Esq. (E)	50% Net	\$49
	How To Sell On eBay®		12/31	Frances Greenspan (E)	50% Net	\$65
	Improving Teamwork, Communication, And Leadership Through D	9/1 -	12/31	Ron Gorman (E)	60% Gross	\$57
	Improving Your PC's Performance	9/1 -	12/31	Bob Cohen (I)	50% Net	\$39
	Improvised Music In A Jazz Combo	9/1 -	12/31	Music Faculty	50% Net	\$5.25/hr
	Instant Piano For Hopelessly Busy People	9/1 -	12/31	New School Of American Music (I)	50% Net	\$45
	Intermediate Electric Guitar	9/1 -	12/31	Ron Gorman (E)	60% Gross	\$90
	Intermediate Guitar	9/1 -	12/31	Ron Gorman (E)	60% Gross	\$90
	Intermediate Piano	9/1 -	12/31	Music Faculty	50% Net	\$5.25/hr
	Internet Marketing For Writers And Authors	9/1 -	12/31	Bob Cohen (I)	50% Net	\$39
	Introduction To Art4Healing	9/1 -	12/31	Natalia van Rikxoort (E)	50% Net	\$35
	Introduction To Wine Appreciation	9/1 -	12/31	David Francisco (E)	50% Net	\$85
	Introduction To Wine Appreciation	9/1 -	12/31	Michelle Mooney (E)	50% Net	\$85
	Investment Boot Camp	9/1 -	12/31	Jalon O'Connell (E)	50% Net	\$39
	Investment Strategies For Growth And Income	9/1 -	12/31	Charles Goffin (E)	50% Net	\$39
	iPhones® and iPads®: Beyond The Basics		12/31	Bob Cohen (I)	50% Net	\$39
	iPhones®, iPads® And I'm Lost©	9/1 -	12/31	Bob Cohen (I)	50% Net	\$39
	Italian Supreme: A Taste Of Italy	9/1 -	12/31	Conversa (I)	50% Net	\$153
	Italian Supreme: Intermediate/Advanced		12/31	Conversa (I)	50% Net	\$153
	Jazz Ensemble		12/31	Music Faculty	50% Net	\$5.25/hr
	Jewelry Making In One Creative Class	9/1 -	12/31	Carol Chambers (E)	50% Net	\$30
	Just Yell Fire: Women's Safety And Self-Defense	9/1 -	12/31	Just Yell Fire (I)	50% Net	\$99
	Kids Country Line Dance		12/31	Dance Quick (I)	45% Gross	
	Learn To Speak Spanish: Intermediate/Advanced		12/31	Conversa (I)	50% Net	\$163
	Loan Signing Specialist Training	9/1 -	12/31	Masters Notary Academy (I)	\$35 PP	\$70
	Make-Up 101: Beauty Make-Up For Busy Women		12/31	Christina Gaudy-Funke (E)	50% Net	\$75
	Mandarin I: Introduction To Spoken Chinese	9/1 -	12/31	Pandarin Academy (I)	50% Net	\$130
	Mandarin II	9/1 -	12/31	Pandarin Academy (I)	50% Net	\$130
	Mandarin Made Easy	9/1 -	12/31	Pandarin Academy (I)	50% Net	\$130
	Marketing Your Business On Facebook And Social Media Sites	9/1 -	12/31	Bob Cohen (I)	50% Net	\$39
	Master Your Investments		12/31	Jalon O'Connell (E)	50% Net	\$70
	More Beginning Guitar For Kids/Teens	9/1 -	12/31	Ron Gorman (E)	60% Gross	\$90
	Negotiate Your Way To Success	9/1 -	12/31	Mari J. Frank, Esq. (E)	50% Net	\$79
	Notary Public Training	9/1 -	12/31	Masters Notary Academy (I)	\$35 PP	\$70
	Organic Gardening	9/1 -	12/31	Ron Gorman (E)	60% Gross	\$90
	Organizational Skills For Nannies, Au Pairs, And Caregivers	9/1 -	12/31	Nancy Miller (E)	50% Net	\$39
	PC Boot Camp Express: The Fast Track To Computer Competence	9/1 -	12/31	Bill Napoli (E)	50% Net	\$180
	PC Boot Camp For Teens	9/1 -	12/31	Bill Napoli (E)	50% Net	\$195
	PC Boot Camp: Access 2010 In Just Two Days	9/1 -	12/31	Bill Napoli (E)	50% Net	\$105
	PC Boot Camp: Photo Magic Using Adobe Photoshop CS6	9/1 -	12/31	Bill Napoli (E)	50% Net	\$105
	PC Boot Camp: Spectacular PowerPoint 2010 Presentations		12/31	Bill Napoli (E)	50% Net	\$95
	Piano Ensemble	9/1 -	12/31	Music Faculty	50% Net	\$5.25/hr
	Piano Made Easy Series	9/1 -	12/31	New School Of American Music (I)	50% Net	\$75
	Professional Speaking For The Clueless®	9/1 -	12/31	Mike Rounds (E)	50% Net	\$39
	Property Management Anyone Can Do		12/31	Stephen Dexter (E)	50% Net	\$59
	Saddleback College Big Band	9/1 -	12/31	Music Faculty	50% Net	\$5.25/hr
	Salsa Dance I		12/31	Dance Quick (I)	45% Gross	
	Salsa Dance II		12/31	Dance Quick (I)	45% Gross	
	SATB Voiced Community Choir		12/31	Music Faculty	50% Net	\$5.25/hr
	Secrets Of Social Media And Internet Marketing		12/31	Bob Cohen (I)	50% Net	\$49
	Self-Publishing Online Digital Photo Books For Youth		12/31	Randeleigh Harris (E)	50% Net	\$92
	Self-Publishing, ePublishing, And More		12/31	Mike Rounds (E)	50% Net	\$39
	Songwriting		12/31	Ron Gorman (E)	60% Gross	
	Sound Retirement Strategies		12/31	David Broida (E)	50% Net	\$49

PROGRAM		DN NON-CREDIT PROGR DATES	PRESENTER	HONORARIA	FEE
	Speed Spanish	9/1 - 12/31	Christy Nelson (E)	50% Net	\$59
	SRT - Motorcyclist Safety Program	9/1 - 12/31	Saddleback Rider Training (I)	Varies	\$250
	Stained Glass For Beginners	9/1 - 12/31	Glass Spectrum (I)	50% Gross	\$120
	Stop Being Unemployed And Start Your Own Home-Based	Busine 9/1 - 12/31	Nancy Miller (E)	50% Net	\$39
	Supervisor Skills Certificate Series - Part 1	9/1 - 12/31	Insight Systems Group (I)	50% Net	\$365
	Supervisor Skills Certificate Series - Part II	9/1 - 12/31	Insight Systems Group (I)	50% Net	\$365
	Symphonic Orchestra	9/1 - 12/31	Music Faculty	50% Net	\$5.25/hr
	Teen Road To Safety	9/1 - 12/31	Teen Road To Safety Inc. (I)	Varies	Varies
	Travel Tours/Multi-Day Trips	9/1 - 12/31	Good Times Travel (I)	PP	PP
	Using Your Computer To Make Money	9/1 - 12/31	Nancy Miller (E)	50% Net	\$39
	Veterans Art Project	9/1 - 12/31	TBA	Varies	Varies
	Voice Acting - Advanced	9/1 - 12/31	Patrick Helmstetter (E)	50% Net	\$125
	Voice Acting - Beginning	9/1 - 12/31	Patrick Helmstetter (E)	50% Net	\$125
	What Were You Born To Do?	9/1 - 12/31	Curtis Adney (E)	50% Net	\$55
	Wind Ensemble	9/1 - 12/31	Music Faculty	50% Net	\$5.25/hr
	Youth And The Law	9/1 - 12/31	Juvenile Consulting Services (I)	Varies	Varies
CFK	24	9/1 - 12/31	Bob Johnson (E)	60% Net	\$180
	24	9/1 - 12/31	Chris Elliott (E)	60% Net	\$180
	A Chinese Language Adventure	9/1 - 12/31	Pandarin Academy (I)	50% Net	\$135
	Academic Bridge	9/1 - 12/31	Academic Bridge Academy (I)	60% Net	\$585
	Academic Chess	9/1 - 12/31	Academic Chess (I)	50% Net	\$139
	Academic Origami	9/1 - 12/31	Academic Chess (I)	60% Net	\$112
	Academic Origami: Academic Gift Origami	9/1 - 12/31	Academic Chess (I)	60% Net	\$112
	Academic Origami: Modular And Action Origami	9/1 - 12/31	Academic Chess (I)	60% Net	\$112
	Academic Origami: Paper Airplanes And Aerodynamics	9/1 - 12/31	Academic Chess (I)	60% Net	\$112
	Adventures In Art	9/1 - 12/31	OC Art Studios (I)	60% Net	\$120
	Adventures In Art Camp	9/1 - 12/31	OC Art Studios (I)	60% Net	\$133 \$00
	After-School Drama Program Presents Willy Wonka, Kids!	9/1 - 12/31	April Sayegh (E)	60% Net	\$80
	After-School Games	9/1 - 12/31	Ed Neely (E)	60% Net	\$120 \$420
	After-School Hoops	9/1 - 12/31	One On One Basketball Staff (I)	60% Net	\$120
	Algebra For Teens - Level 1A	9/1 - 12/31 9/1 - 12/31	Daryl Johannson (E)	\$29/hr+ \$29/hr+	\$99
	Algebra For Teens - Level 1B	9/1 - 12/31 9/1 - 12/31	Daryl Johannsen (E)	\$29/hr+	\$99 \$99
	Algebra For Teens - Level I Algebra For Teens - Level II	9/1 - 12/31	Shelley Beckley (E) Shelley Beckley (E)	\$29/hr+	\$99 \$99
	All About Plants   Spanish Camp	9/1 - 12/31	Norma Hernandez (E)	60% Net	\$120
	American Girl Adventures	9/1 - 12/31	Manisha Fish (E)	60% Net	\$165
	Angry Birdies   Bad Piglets	9/1 - 12/31	Future Builders With Bricks (I)	60% Net	\$150
	Animal Drawing 101 Art Camp	9/1 - 12/31	OC Art Studios (I)	60% Net	\$133
	Animation Flix	9/1 - 12/31	Incrediflix (I)	PP	\$185
	Art Camp	9/1 - 12/31	Erin O'Shea (E)	12.5% Net	
	Art Camp	9/1 - 12/31	Larry Jones (E)	12.5% Net	
	Art Camp	9/1 - 12/31	Richard White (E)	12.5% Net	
	Art Camp	9/1 - 12/31	Veronica Obermeyer (E)	12.5% Net	
	Art Camp	9/1 - 12/31	Art Just Create It (I)	60% Net	\$110
	Art Smart	9/1 - 12/31	Kelli Hudelson (E)	60% Net	\$180
	Arts & Crafts, Music and Food Tasting In Spanish	9/1 - 12/31	Gabrielle Unzueta (E)	60% Net	\$135
	Basic Mandarin Chinese	9/1 - 12/31	Ling Chou (E)	60% Net	\$120
	Basketball Skills Clinics	9/1 - 12/31	Troy Roelen - Pro Camp (I)	50% Net	\$126
	Beginning Guitar	9/1 - 12/31	Ron Gorman (E)	60% Gross	\$120
	Beginning Guitar For Kids/Teens	9/1 - 12/31	Ron Gorman (E)	60% Gross	\$120
	Brain Builders: Engineering With LEGO® Bricks	9/1 - 12/31	Brain Builders (I)	60% Net	\$120
	BrainStorm: Filmmaking	9/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	Brainstorm: Go Think!	9/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	BrainStorm: LEGO® Engineering & Robotics	9/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	BrainStorm: LEGO® Robotics	9/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	Brainstorm: Minecraft University: Minecraft Modding	9/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	Brainstorm: Minecraft University: Robotics	9/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	Bricks 4 Kids: Spectacular Sports	9/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Amazing Animals	9/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Amazing LEGO® Animals	9/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120

<sup>(</sup>E) Employee (I) Independent Contractor

	COMMUNITY EDUCATION N	ON-CREDIT PROC	GRAM-Fall 2014		
PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	Bricks 4 Kidz: Amusement Park Rides	9/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Amusement Park Rides With LEGO® Bricks	9/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Construction Craze With LEGO® Bricks	9/1 - 12/31	Future Builders With Bricks (I)	60% Net	\$120
	Bricks 4 Kidz: Engineering With LEGO® Bricks	9/1 - 12/31	Future Builders With Bricks (I)	60% Net	\$120
	Bricks 4 Kidz: Factory Fun With LEGO® Bricks	9/1 - 12/31	Future Builders With Bricks (I)	60% Net	\$120
	Bricks 4 Kidz: Forces Of Nature With LEGO® Bricks	9/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Forces Of Nature With LEGO® Bricks	9/1 - 12/31	Future Builders With Bricks (I)	60% Net	\$120
	Bricks 4 Kidz: Gadgets And Gizmos With LEGO® Bricks	9/1 - 12/31	Future Builders With Bricks (I)	60% Net	\$120
	Bricks 4 Kidz: Interesting Inventions	9/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Interesting Inventions With LEGO® Bricks	9/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Life Science With LEGO® Bricks	9/1 - 12/31	Future Builders With Bricks (I)	60% Net	\$120
	Bricks 4 Kidz: Mining And Crafting	9/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Mining And Crafting 2 With LEGO® Bricks.	9/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Mission 2 Space	9/1 - 12/31	Future Builders With Bricks (I)	60% Net	\$120
	Bricks 4 Kidz: Motorized Air, Land, And Sea LEGO® Vehicles	9/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Space Adventures	9/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks For Kidz	9/1 - 12/31	Bricks For Kidz (I)	60% Net	\$180
	Bricks For Kidz	9/1 - 12/31	Future Builders With Bricks (I)	60% Net	\$180
	Candy Creations	9/1 - 12/31	Heather Carlsen (E)	30% Net	\$120
	Candy Creations	9/1 - 12/31	Tanya Bonetti (E)	30% Net	\$120
	Capture The Flag	9/1 - 12/31	Chris Elliott (E)	30% Net	\$120
	Capture The Flag	9/1 - 12/31	Robert Johnson (E)	30% Net	\$54
	Capture The Flag   Masters Of The Field	9/1 - 12/31	Academic Chess (I)	60% Net	\$112
	Capture The Flag  Master Of The Field	9/1 - 12/31	Academic Chess (I)	60% Net	\$112 \$400
	Care4Yoga	9/1 - 12/31	Care4Yoga (I)	60% Net	\$120 \$100
	Catch A Ways Into Second Crade	9/1 - 12/31	Carrie Gray (E)	60% Net	\$180 \$150
	Catch A Wave Into Second Grade	9/1 - 12/31	Carrie Gray (E)	60% Net	\$150 \$120
	Challenge Island	9/1 - 12/31 9/1 - 12/31	Future Builders With Bricks (I) Future Builders With Bricks (I)	60% Net 60% Net	\$120 \$120
	Challenge Island: Amusement Park Island Challenge Island: Carnival Island	9/1 - 12/31	Future Builders With Bricks (I)	60% Net	\$120
	Challenge Island: Shark Tooth Island	9/1 - 12/31	Future Builders With Bricks (I)	60% Net	\$120
	Challenge Island: Time Travel Island	9/1 - 12/31	Future Builders With Bricks (I)	60% Net	\$120
	Cheerleading Skills Clinics	9/1 - 12/31	College For Kids Staff (E)	Varies	\$65
	Chess Club	9/1 - 12/31	Brain Builders (I)	60% Net	\$120
	Chess Day Camp	9/1 - 12/31	Academic Chess (I)	50% Net	\$139
	Chess Day Camp	9/1 - 12/31	Academic Chess (I)	60% Net	\$139
	Children's Musical Theater	9/1 - 12/31	Holly Telford (E)	60% Net	\$120
	Coast 2 Coast Soccer	9/1 - 12/31	Coast 2 Coast Soccer (I)	60% Net	\$120
	Collage: Connect, Collect, Create	9/1 - 12/31	Nancy Larragoiti (E)	\$29/hr+	\$98
	College Placement Testing Workshop	9/1 - 12/31	Jeff Vogel (E)	50% Net	\$120
	College Placement Testing Workshop	9/1 - 12/31	TBA (E)	50% Net	\$120
	Color Sticks For Young Artists	9/1 - 12/31	Nancy Larragoiti (E)	\$29/hr+	\$98
	Comic Creator Camp	9/1 - 12/31	Future Builders With Bricks (I)	60% Net	\$150
	Common Core Prep Camp For Fourth Grade	9/1 - 12/31	Lisa Kopczwnski (E)	60% Net	\$180
	Confidence In The Spotlight: Biz Kidz	9/1 - 12/31	Confidence In The Spotlight (I)	60% Net	\$104
	Confidence In The Spotlight: Garden Kidz	9/1 - 12/31	Confidence In The Spotlight (I)	60% Net	\$104
	Confidence In The Spotlight: Princess Play And Music	9/1 - 12/31	Confidence In The Spotlight (I)	60% Net	\$104
	Confidence In The Spotlight: Safe Kidz	9/1 - 12/31	Confidence In The Spotlight (I)	60% Net	\$104
	Confidence In The Spotlight: Space Kidz	9/1 - 12/31	Confidence In The Spotlight (I)	60% Net	\$104
	Cooking With Mr. Elliot And Mr. Short	9/1 - 12/31	Chris Elliott (E)	30% Net	\$85
	Cooking With Mr. Elliot And Mr. Short	9/1 - 12/31	Curtis Short (E)	30% Net	\$85
	Creating Cool Characters Art Camp	9/1 - 12/31	OC Art Studios (I)	60% Net	\$133
	Creating With Clay - Clay Class For Kids	9/1 - 12/31	Art Just Create It (I)	60% Net	\$120
	Creative Writing For Kids	9/1 - 12/31	John Uhlman (E)	\$29/hr+	\$99
	Creature Animation Flix	9/1 - 12/31	Incrediflix (I)	PP	\$135
	CSI: Introduction To Forensic Anthropology	9/1 - 12/31	Renee Garcia (E)	50% Net	\$110
	Culinary Kids	9/1 - 12/31	Culinary Kids (I)	60% Net	\$200 \$400
	Cut And Dissect - Level A	9/1 - 12/31	Shaun Burke (E)	\$29/hr+	\$100 \$110
	Cut And Dissect - Level B Dana Hills Softball Summer Camp	9/1 - 12/31	Shaun Burke (E)	\$29/hr+ 60% Net	\$110 \$126
	Daria Filiis Sulluali Sullilliei Callip	9/1 - 12/31	Brandon Cosenza (E)	00% INEL	\$126

_	COMMUNITY EDUCATION				
PROGRAM		DATES	PRESENTER	HONORARIA	
	Dare To Draw Anything!	9/1 - 12/31	Jan Wood-Harris (E)	\$29/hr+	\$98
	Debate Workshop	9/1 - 12/31	Ron Grishaber (E)	60% Net	\$130
	Developmental Reading For Kids	9/1 - 12/31	John Uhlman (E)	\$29/hr+	\$99
	Developmental Reading For Teens	9/1 - 12/31	John Uhlman (E)	\$29/hr+	\$99
	Drop-In Aftercare	9/1 - 12/31	College For Kids Staff (E)	Varies	\$10
	Engineering And Robotics With LEGO® Bricks	9/1 - 12/31	Future Builders With Bricks (I)	60% Net	\$120
	Engineering Using LEGO® Bricks: Mining And Crafting	9/1 - 12/31	Future Builders With Bricks (I)	60% Net	\$120
	Engineering With LEGO® Bricks: Mining And Crafting	9/1 - 12/31	Future Builders With Bricks (I)	60% Net	\$120
	Engineering With LEGO®: Crazy Contraptions	9/1 - 12/31	Brain Builders (I)	60% Net	\$120
	Engineering with LEGO®: Race Cars 201	9/1 - 12/31	Brain Builders (I)	60% Net	\$120
	Engineering With LEGO®: Robo Olympics	9/1 - 12/31	Brain Builders (I)	60% Net	\$120
	Engineering With LEGO®: Super Structures	9/1 - 12/31	Brain Builders (I)	60% Net	\$120
	English Composition For Teens	9/1 - 12/31	Tony Garcia (E)	50% Net	\$125
	Exploring STEM Using Educational Robotics	9/1 - 12/31	Mathobotix (I)	70% Gross	
	F.A.S.T.	9/1 - 12/31	F.A.S.T. (I)	60% Net	\$120 \$400
	Fairy Tale Feast	9/1 - 12/31	Ann Berger (E)	60% Net	\$180 \$100
	Fantastic Fall Art	9/1 - 12/31	Heather Carlsen (E)	30% Net	\$100 \$400
	Fantastic Fall Art	9/1 - 12/31	Tanya Osborne (E)	60% Net	\$100 \$455
	Filmmaking Flix	9/1 - 12/31	Incrediflix (I)	PP	\$155
	First Grade Head Start	9/1 - 12/31	Chris Saalberg (E)	60% Net	\$115 \$105
	First Grade Prep   Spanish	9/1 - 12/31	Norma Hernandez (E)	60% Net	\$125 \$120
	Fit Kids	9/1 - 12/31	Fit Kids America (I)	60% Net	\$120 \$142
	Fit Kids: Cheerleading	9/1 - 12/31	Fit Kids America (I)	60% Net	\$112 \$112
	Fit Kids: Dodgeball	9/1 - 12/31 9/1 - 12/31	Fit Kids America (I)	60% Net	\$112 \$112
	Fit Kids: Flag Football	9/1 - 12/31 9/1 - 12/31	Fit Kids America (I) Fit Kids America (I)	60% Net 60% Net	\$112 \$112
	Fit Kids: Hip Hop Fit Kids: Kindergarten Sports	9/1 - 12/31	( )		
	Fit Kids: Lacrosse	9/1 - 12/31 9/1 - 12/31	Fit Kids America (I) Fit Kids America (I)	60% Net 60% Net	\$112 \$112
	Fourth Grade Common Core Prep Camp	9/1 - 12/31	Lisa Kopcxynski (E)	60% Net	\$140
	Fun In The Sun	9/1 - 12/31	Dawn Trumbo (E)	30% Net	\$140
	Fun In The Sun	9/1 - 12/31	Kristi Martin (E)	30% Net	\$180
	Fun With Cartooning	9/1 - 12/31	Nancy Larragoiti (E)	\$29/hr+	\$98
	Functional Agility Speed Training (F.A.S.T)	9/1 - 12/31	F.A.S.T. (I)	60% Net	\$120
	Future Engineers: Boys And Girls	9/1 - 12/31	Kirin Quality Engineering, LLC	60% Net	\$96
	Future Millionaires And Junior Entrepreneurs	9/1 - 12/31	Joshua Ballard (I)	50% Net	\$115
	Geometry For Teens	9/1 - 12/31	Shelley Beckley (E)	\$29/hr+	\$99
	Getting Excited For Kindergarten	9/1 - 12/31	Brooks Keith (E)	30% Net	\$160
	Getting Excited For Kindergarten	9/1 - 12/31	Nancy Conover (E)	30% Net	\$160
	Girls On The Run Orange County	9/1 - 12/31	Girls On The Run (I)	60% Net	\$120
	Golf Skills Clinics Advanced	9/1 - 12/31	TGA Golf (I)	50% Net	\$79
	Golf Skills Clinics Beginners	9/1 - 12/31	TGA Golf (I)	50% Net	\$79
	Green Screen Animation Flix	9/1 - 12/31	Incrediflix (I)	PP	\$155
	Group Piano Lessons Beginners	9/1 - 12/31	Krema Lytskanova (E)	60% Net	\$120
	Handwriting Heroes	9/1 - 12/31	Carrie Gray (E)	60% Net	\$112
	Hip Hop Dance Camp	9/1 - 12/31	Fit Kids America (I)	60% Net	\$112
	Homework Club	9/1 - 12/31	Berktree Learning (I)	60% Net	\$240
	Homework Club	9/1 - 12/31	College For Kids Staff (E)	Varies	\$120
	Homework Help And Game Breaks	9/1 - 12/31	Robert McDonough (E)	60% Net	\$120
	I-ESTEAM 3.14	9/1 - 12/31	Mathobotix (I)	70% Gross	
	Imagination in Creativity: Art In Spanish	9/1 - 12/31	Wendy Mendoza (E)	60% Net	\$180
	Institute Of Reading Development	9/1 - 12/31	Inst. Of Reading Development (I)	PP	Varies
	Interactive Writing Workshop	9/1 - 12/31	Nancy D'Aleo-Russey (E)	\$29/hr+	\$99
	Jump Start Fifth Grade	9/1 - 12/31	Ann Berger (E)	60% Net	\$180
	Jump Start First Grade	9/1 - 12/31	Diane Weckerle (E)	60% Net	\$180
	Jump Start First Grade	9/1 - 12/31	Kim Downing (E)	60% Net	\$150
	Jump Start First Grade	9/1 - 12/31	Terri Adams (E)	60% Net	\$180
	Jump Start First Grade	9/1 - 12/31	Avonnette Bruce (I)	60% Net	\$125
	Jump Start Kindergarten	9/1 - 12/31	Amy Clarke (E)	30% Net	\$125
	Jump Start Kindergarten	9/1 - 12/31	Amy Clarke (E)	60% Net	\$180
	Jump Start Kindergarten	9/1 - 12/31	Kylie Siglock (É)	30% Net	\$125
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PROGRAM		DATES	PRESENTER	HONORARIA	
	Jump Start Kindergarten	9/1 - 12/31	Avonnette Bruce (I)	60% Net	\$125
	Jump Start Second Grade	9/1 - 12/31	Christy Grudynski (E)	60% Net	\$125
	Jump Start Third Grade	9/1 - 12/31	Christy Grudynski (E)	60% Net	\$125
	Junior Gauchos Fun Club	9/1 - 12/31	College For Kids Staff (E)	Varies	\$80
	Junior Jazzercise	9/1 - 12/31	Nora Grabar (E)	60% Net	\$120
	Karate	9/1 - 12/31	Robert McDonough (E)	60% Net	\$120
	Keyboarding On Personal Computers	9/1 - 12/31	Joyce Quade (E)	50% Net	\$126
	Keyboarding With Ultrakey	9/1 - 12/31	Heather Carlsen (E)	30% Net	\$120
	Keyboarding With Ultrakey	9/1 - 12/31	Tanya Bonetti (E)	30% Net	\$120
	kidshiphop.com	9/1 - 12/31	kidshiphop.com	50% Net	\$146
	Kindergarten Is Cool At Vista Del Mar	9/1 - 12/31	Amy Abbott (E)	30% Net	\$180
	Kindergarten Is Cool At Vista Del Mar	9/1 - 12/31	Barbara Stamen (E)	60% Net	\$180 \$425
	Kindergarten Kickoff	9/1 - 12/31	Avonnette Bruce (I)	60% Net	\$125 \$100
	Kindergarten Kick-Off	9/1 - 12/31	Avonnette Bruce (I)	60% Net	\$180
	Landscapes: Whimsical To Abstract Art	9/1 - 12/31	Jan Wood-Harris (E)	\$29/hr+	\$98 \$455
	Learning Olympics	9/1 - 12/31	Natalie Schild (E)	60% Net	\$155 \$140
	Learning To Dig	9/1 - 12/31	Renee Garcia (E)	50% Net	\$110 \$455
	Lego Flix	9/1 - 12/31	Incrediflix (I)	PP	\$155
	Let's Do Robotics	9/1 - 12/31	Computer Explorers (I)	PP	\$98 \$63
	Let's Spell It Right!	9/1 - 12/31	Christy Nelson (E)	50% Net	\$63 \$430
	Lil' Chef School Lil' Chef School	9/1 - 12/31	Lil' Chef School (I)	60% Net 60% Net	\$120 \$180
		9/1 - 12/31	Lil' Chef School (I)	\$29/hr+	\$180 \$99
	Living History Mad Science Inventor's Workshop: Eureka!	9/1 - 12/31 9/1 - 12/31	John Uhlman (E) Mad Science (I)	φ29/11+ 60% Net	\$99 \$120
	Magic of Musical Theater	9/1 - 12/31	Melissa Kopenhefer (E)	60% Net	\$180
	Magic Of Musical Theater	9/1 - 12/31	Melissa Kopenhefer (E)	60% Net	\$120
	MainStage Kids	9/1 - 12/31	TBA	\$25/hr	\$395
	MainStage Kids	9/1 - 12/31	TBD	\$25/hr	\$395 \$395
	Mako Milers	9/1 - 12/31	Barbara Stamen (E)	30% Net	\$120
	Mako Milers Running Club	9/1 - 12/31	Amy Abbott (E)	30% Net	\$120
	Mandarin Immersion After-School Program	9/1 - 12/31	A Little Dynasty (I)	60% Net	\$672
	Mandarin Immersion After-School Program	9/1 - 12/31	A Little Dynasty (I)	60% Net	\$120
	Mandarin Immersion After-School Program	9/1 - 12/31	A Little Dynasty Chinese (I)	60% Net	\$504
	Mandarin Immersion Summer Camp	9/1 - 12/31	Charlie Loh (E)	60% Net	\$150
	Mandarin Immersion Summer Camp	9/1 - 12/31	Nicole Loh (E)	60% Net	\$180
	Manners Made Fun	9/1 - 12/31	Laura Little (E)	50% Net	\$100
	Masters Of The Field	9/1 - 12/31	Academic Chess (I)	60% Net	\$112
	Math	9/1 - 12/31	Justine Lawson (E)	50% Net	\$89
	Math	9/1 - 12/31	Larry Perez (E)	50% Net	\$89
	Math	9/1 - 12/31	Young Choi (E)	\$29/hr+	\$99
	Math 6/7	9/1 - 12/31	Michael Hale (É)	60% Net	\$180
	Math Tutoring By Experienced Math Teachers	9/1 - 12/31	wikiTHINK (I)	Varies	\$269
	Mathobotix STEM Robotics Summer Camp	9/1 - 12/31	Mathobotix (Í)	70% Gross	
	Memory Power And Study Skills	9/1 - 12/31	Christy Nelson (E)	50% Net	\$120
	Middle School Math Prep	9/1 - 12/31	Michael Haley (E)	60% Net	\$160
	Mindstorm Robotics	9/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$185
	Mini-Kindergarten	9/1 - 12/31	Lori Walker (E)	60% Net	\$325
	Mining And Crafting 1 With Lego® Bricks	9/1 - 12/31	Future Builders With Bricks (I)	60% Net	\$150
	Mining And Crafting 2 With Lego® Bricks	9/1 - 12/31	Future Builders With Bricks (I)	60% Net	\$150
	Mining And Crafting Camp	9/1 - 12/31	Future Builders With Bricks (I)	60% Net	\$120
	Modeling And Style	9/1 - 12/31	Tara Meyer (E)	\$29/hr+	\$120
	Musical Theater	9/1 - 12/31	Heather Carlsen (E)	30% Net	\$180
	Musical Theater	9/1 - 12/31	Tanya Bonetti (E)	30% Net	\$180
	Mythical Creature Drawing Art Camp	9/1 - 12/31	OC Art Studios (I)	60% Net	\$133
	Natural A's	9/1 - 12/31	Curtis Adney (E)	50% Net	\$49
	Natural A's: Parent/Adult Registration	9/1 - 12/31	Curtis Adney (E)	50% Net	\$49
	Ninjago Games Galore	9/1 - 12/31	Future Builders With Bricks (I)	60% Net	\$120
	OC Art Studios: Animal Drawing 101	9/1 - 12/31	OC Art Studios (I)	60% Net	\$120
	OC Art Studios: Cool Comics And Cartoons	9/1 - 12/31	OC Art Studios (I)	60% Net	\$120
	OC Art Studios: Fantastic Fantasy Art	9/1 - 12/31	OC Art Studios (I)	60% Net	\$120

	COMMUNITY				
PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	Ocean Animals	9/1 - 12/31	Jan Wood-Harris (E)	\$29/hr+	\$98
	One On One Basketball: Basketball Pre-Season Tune-Up	9/1 - 12/31	One On One Basketball Staff (I)	60% Net	\$120
	One On One Basketball: Fit 4 Fun	9/1 - 12/31	One On One Basketball Staff (I)	60% Net	\$120
	One On One Summer Basketball Camp	9/1 - 12/31	One On One Basketball Staff (I)	60% Net	\$165
	Parent And Me: Adventure Through China	9/1 - 12/31	Pandarin Academy (I)		\$130
	Pen And Ink Art Magic	9/1 - 12/31	Nancy Larragoiti (E)	\$29/hr+	\$98
		9/1 - 12/31		•	\$120
	Performing Arts Club		Confidence In The Spotlight (I)		
	Playtime In Spanish	9/1 - 12/31	April Sonenberg (E)		\$120
	Pre-Algebra	9/1 - 12/31	Daryl Johannsen (E)	\$29/hr+	\$99
	Pre-Geometry	9/1 - 12/31	Daryl Johannsen (E)	\$29/hr+	\$120
	Private Swim Lessons	9/1 - 12/31	Pete Cosmakos, LLC (I)	60% Net	\$180
	Public Speaking Basics	9/1 - 12/31	Ron Grishaber (E)	60% Net	\$130
	Reading Fun With Jr Great Books and More	9/1 - 12/31	Lori Walker (E)	60% Net	\$110
	Rock N Roll Robotics - Legos®	9/1 - 12/31	Computer Explorers (I)	PP	\$98
	Science Classes	9/1 - 12/31	Mad Science (I)	60% Net	\$120
	Science Classes	9/1 - 12/31	Mad Science (I)		\$165
	Second Grade Common Core Camp	9/1 - 12/31	Christy Grudynski (E)		\$180
	Self-Publishing Online Digital Photo Books For Youth	9/1 - 12/31	Randeleigh Harris (E)	50% Net	\$92
			- · · · · · · · · · · · · · · · · · · ·		
	Semi-Private Swim Lessons	9/1 - 12/31	Pete Cosmakos, LLC (I)		\$105
	Sewing Classes	9/1 - 12/31	Laurie Murphy Klein (E)		\$100
	So You Want To Be A Teacher?	9/1 - 12/31	Lori Walker (E)		\$125
	Soccer Skills Clinics	9/1 - 12/31	BJ McNicol (E)	50% Net	\$126
	Spanish For Children: Levels 1 and 2	9/1 - 12/31	Conversa (I)	60% Net	\$120
	Spanish For Children: Levels 1 And 2	9/1 - 12/31	Conversa (I)	50% Net	\$120
	Spanish For Preschoolers	9/1 - 12/31	Conversa (I)	50% Net	\$120
	Spotlight Series	9/1 - 12/31	Confidence In The Spotlight (I)	60% Gross	
	Storytelling: The Pathway To Public Speaking Success	9/1 - 12/31	Debra Weller (E)		\$120
	Storytelling: The Pathway To Public Speaking Success	9/1 - 12/31	Laurie Burgess (E)	30% Net	\$120
	Study Insects In Spanish	9/1 - 12/31	Veronica Noguez (E)		\$180
	Study Strategies For Teens	9/1 - 12/31	Jason Turney (E)	\$29/hr+	\$56
	Successful Study Strategies For Kids	9/1 - 12/31	Jason Turney (E)	\$29/hr+	\$56
	Summer Art Experience In Spanish	9/1 - 12/31	Nicole Thompson (E)		\$180
	Summer Experience	9/1 - 12/31	Renee Zapas (E)	•	\$165
	Summer Experience	9/1 - 12/31	Thomas Fish (E)	Per Day	\$150
	Super Chefs	9/1 - 12/31	Super Readers (I)	60% Net	\$130
	Superhero Filmmaking Flix	9/1 - 12/31	Incrediflix (I)	PP	\$185
	Tee It Up With TGA	9/1 - 12/31	TGA Staff (I)	60% Net	\$120
	Tennis	9/1 - 12/31	Orange County Com. Tennis Assoc		\$120
	Tennis Skills Clinics	9/1 - 12/31	Nick Trani (E)		\$149
	The Power Of Exploring Art	9/1 - 12/31	Nancy Larragoiti (E)	\$29/hr+	\$46
	The Wonderful World Of Writing	9/1 - 12/31		30% Net	\$235
			Cindy Billy (E)		
	The Wonderful World Of Writing	9/1 - 12/31	Danielle Ridill (E)		\$235
	Theatre Fun With Improvisation	9/1 - 12/31	Tara Meyer (E)	\$29/hr+	\$120
	Third Grade Common Core Camp	9/1 - 12/31	Christy Grudynski (E)		\$180
	Toddler Time	9/1 - 12/31	Dawn Trumbo (E)	30% Net	\$120
	Toddler Time	9/1 - 12/31	Kristi Martin (E)	30% Net	\$120
	Toddler Time (1st Semester- Fall)	9/1 - 12/31	Dawn Trumbo (E)	30% Net	\$240
	Toddler Time (1st Semester- Fall)	9/1 - 12/31	Kristi Martin (E)	30% Net	\$240
	Toddler Time (2nd Semester-Spring)	9/1 - 12/31	Dawn Trumbo (E)		\$240
	Toddler Time (2nd Semester-Spring)	9/1 - 12/31	Kristi Martin (E)	30% Net	\$240
	UCI Writing Project	9/1 - 12/31	UCI Summer Youth Programs (I)	85% Gross	
	Volleyball	9/1 - 12/31	Heather Carlson (E)		\$120
	Volleyball	9/1 - 12/31	Heather Carlsen (E)	30% Net	\$180
	Volleyball	9/1 - 12/31	Tanya Bonetti (E)		\$120
	Volleyball	9/1 - 12/31	Tanya Bonetti (E)	30% Net	\$180
	Volleyball Skills Clinics	9/1 - 12/31	Carmen Stratton (E)	50% Net	\$126
	Wagon Wheel Kindergarten Corral	9/1 - 12/31	Rita Beninga (E)		\$115
	Water Polo Skills Clinics	9/1 - 12/31	Pete Cosmakos, LLC (I)		\$126
	Young Artists And Authors Studio	9/1 - 12/31	Carrie Gray (E)		\$180
	Young Artist's Workshop	9/1 - 12/31	Nancy Larragoiti (E)	\$29/hr+	\$98
	Today Autoro Wolkerlop	3/1 12/01	randy Landgold (L)	Ψ=0/1111	<b>400</b>

<sup>(</sup>E) Employee (I) Independent Contractor

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA FEL	E
	Young Illustrators	9/1 - 12/31	Jan Wood-Harris (E)	\$29/hr+ \$98	8
	Young Rembrandts	9/1 - 12/31	Young Rembrandts (I)	60% Net \$18	80
	Young Rembrandts Cartooning	9/1 - 12/31	Young Rembrandts (I)	60% Net \$12	20
	Young Rembrandts Draw Amazing Things	9/1 - 12/31	Young Rembrandts (I)	60% Net \$12	20
	Youth Aquatics	9/1 - 12/31	Pete Cosmakos, LLC (I)	50% Net+ \$75	5
	Zentangle 1: Drawing Patterns With Art Elements	9/1 - 12/31	Nicole Steiman (E)	60% Net \$96	6
	Zentangle 2: Inspired Art (ZIA) Projects	9/1 - 12/31	Nicole Steiman (E)	60% Net \$96	6

# South Orange County Community College District IRVINE VALLEY COLLEGE

## COMMUNITY EDUCATION NOT-FOR-CREDIT PROGRAM - Late Summer/Fall 2014

COURSE TITLE	DATES	INSTRUCTOR	HONORARIA	FEE
2-Day Film School	8/1-12/31/14	Dov Simens	50% gross	\$395
Academic Test Prep	8/1-12/31/14	Amanda Click	60% gross	\$99-\$260
Aquatic Fitness	8/1-12/31/14	Barbara Stockler	70% gross	\$20
Art Courses	8/1-12/31/14	Annette Hernandez	70% gross	\$45
Art Courses	8/1-12/31/14	Donna Hanna-Chase	70% gross	\$30
Art Courses	8/1-12/31/14	Pam Schader	70% gross	\$38
Art Courses	8/1-12/31/14	Steve Wang	70% gross	\$60
Art Courses	8/1-12/31/14	Teresa Fernald	70% gross	\$30
Band Rehearsal/Performance	8/1-12/31/14	Bill Nicholls	70% gross	\$30
Band Rehearsal/Performance	8/1-12/31/14	Peter Fournier	70% gross	\$30
Band Rehearsal/Performance	8/1-12/31/14	Cindy Ellis	70% gross	\$30
Basketball Camps	7/1-12/31/14	Jason Garey	80% gross	\$135-\$160
Business Management	8/1-12/31/14	Gene Konstant	50% gross	\$29-\$159
Choral Music	8/1-12/31/14	Cecilia Kim	70% gross	\$20
Computer Classes	8/1-12/31/14	Louise Records	70% gross	\$30-\$99
Computer Classes	8/1-12/31/14	Gregory Beutler	50% gross	\$149
Computer Classes	8/1-12/31/14	Vazi Okhandiar	60% gross	\$45-\$329
Country Line Dancing	8/1-12/31/14	Ida Stuart	70% gross	\$20
Creative Writing	8/1-12/31/14	Jeffrey Briar	70% gross	\$45
Dance Classes	7/1-12/31/14	Marie De La Palme	70% gross	\$40
Dance Classes	7/1-12/31/14	Kathryn Milostan-Egus	70% gorss	\$40
Dayan Qigong	8/1-12/31/14	Joanna Schoon	70% gross	\$30
Dayan Qigong	8/1-12/31/14	Judith Shields	70% gross	\$30
E-Bay Courses	8/1-12/31/14	Carolyn Jacinto	50% gross	\$95-\$225
Engineering Course	7/1-12/31/14	Jack Appleman	50% gross	\$59
Engineering Course	7/1-12/31/14	Brett McKim	50% gross	\$59
Film Genres	8/1-12/31/14	Kathyrn Kramer	70% gross	\$20-\$30
Filmmaking Camps	8/1-12/31/14	Tobin Felfe	65% gross	\$180
Fitness Courses	8/1-12/31/14	Becki Rigali	70% gross	\$15-\$25
Fitness Courses	8/1-12/31/14	Beejay Janiga	70% gross	\$25
Fitness Courses	8/1-12/31/14	Carrie Henderson	70% gross	\$25-\$29
Fitness Courses	8/1-12/31/14	Eugenia Lane	70% gross	\$15-\$25
Fitness Courses	8/1-12/31/14	Leslie Lowe	70% gross	\$20
Fitness Courses	8/1-12/31/14	Lisa Messenger	70% gross	\$15-\$25
Fitness Courses		Nargues Jackie Ovadia	70% gross	\$20

COURSE TITLE	DATES	INSTRUCTOR	HONORARIA	2 Of 3
Fitness Courses	8/1-12/31/14	Renee Fiore-Burton	70% gross	\$25-\$29
Fitness Courses	8/1-12/31/14	Sandra Casado	70% gross	\$30
Internet/Web Certificate Courses	8/1-12/31/14	Rich Talmo	IVC receives \$29-300*pp	\$49-\$4,500
Language Classes	8/1-12/31/14	Christina Versteegh Garcia	IVC receives 50% net	\$229-\$349
Language Classes	8/1-12/31/14	Erin Doyle	50% gross	\$200
Life College	8/1-12/31/14	Joyce Arntson	50% gross	\$2,666
Mad Science Camps	8/1-12/31/14	Trisha Loos	70% gross	\$115-\$144
Medical Courses	8/1-12/31/14	Dennis Porch	50% gross	\$45-\$55
Medical Courses	8/1-12/31/14	Dana Bernard	IVC receives \$550 per student	\$1,995
Music Courses	8/1-12/31/14	Louise Jacobs	70% gross	\$20-\$25
Music Courses	8/1-12/31/14	Ron Gorman	50% gross	\$90
Nike Tennis Camps	8/1-12/31/14	Ross Duncan	IVC receives 20% of net	\$315-\$395
Patchwork & Quilting	8/1-12/31/14	Carolin Caverly	70% gross	\$48
Personal Enrichment Courses	8/1-12/31/14	LeeAnne Krusemark	50% gross	\$29-\$99
Personal Enrichment Courses	8/1-12/31/14	Leslee Newman	50% gross	\$45
Personal Enrichment Courses	8/1-12/31/14	Dennis Porch	50% gross	\$55
Personal Enrichment Courses	8/1-12/31/14	Ronald Feher	50% gross	\$25
Personal Enrichment Courses	8/1-12/31/14	Dana Conley	50% gross	\$129
Personal Enrichment Courses	8/1-12/31/14	Jeanne Gormick	50% gross	\$10-\$25
Personal Enrichment Courses	8/1-12/31/14	Katar Diamond	50% gross	\$49
Piano Courses	8/1-12/31/14	Carol Lippert	70% gross	\$30
POST Training	8/1-12/31/14	Colin McCaughey	Presenter receives \$2,500 **ps	\$199
Qigong Courses	8/1-12/31/14	Karl Ardo	50% gross	\$190
Reading/Writing/Test Prep Courses	8/1-12/31/14	Ioan Sersea	50% gross	\$50-\$199
Real Estate Courses	8/1-12/31/14	Anthony Bahde	50% gross	\$50
Retirement Planning Courses	8/1-12/31/14	Andrew Gordon	IVC receives \$20 *pp, \$5 spouse	\$49-\$54
Retirement Planning Courses	8/1-12/31/14	Rod Kamps	50% gross	\$59
Retirement Planning Courses	8/1-12/31/14	Thomas Vance	50% gross	\$59-\$64
Screenwriting Courses	8/1-12/31/14	Mark Sevi	50% gross	\$75-\$150
Self Imporvement/Study Skills Courses	8/1-12/31/14	Curtis Adney	65% gross	\$55-\$59
Social Badminton	8/1-12/31/14	Helen Tung	50% gross	\$45-\$75
Sports Education Courses	8/1-12/31/14	Janice Jean Von Raabe	505 gross	\$79
Stock Market Courses	8/1-12/31/14	Joyce Ardo	50% gross	\$99
Tai Chi	8/1-12/31/14	Sebastian Caramagno	70% gross	\$25
Tai Chi	8/1-12/31/14	Joanna Schoon	70% gross	\$60-\$75
Tap Dance	8/1-12/31/14	Dorothy Bregozzo	70% gross	\$30
Tap Dance	8/1-12/31/14	Marge Forehan	70% gross	\$30
Tennis Classes	8/1-12/31/14	Brian Lee	IVC receives \$1,500 per session	\$1,500
Tennis Classes	8/1-12/31/14	Vincent Allegre	IVC reveives 20% off class revenues	\$20-\$300

COURSE TITLE	DATES	INSTRUCTOR	HONORARIA	FEE
Yoga	8/1-12/31/14	Fleur Fong	70% gross	\$38
Yoga	8/1-12/31/14	Jeffrey Briar	70% gross	\$20
Yoga	8/1-12/31/14	Kathyrn Burns	70% gross	\$25
Yoga	8/1-12/31/14	Mikki Michele	70% gross	\$36-\$60
Yoga	8/1-12/31/14	Ruthe Gluckson	70% gross	\$25

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**DATE: 6/23/14** 

ITEM: 5.6

**TO:** Board of Trustees

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

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

**ACTION**: Approval

#### **BACKGROUND**

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

#### **STATUS**

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

#### **RECOMMENDATION**

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

## SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

## SADDLEBACK COLLEGE

Presentation Date	Faculty Member Course Title/Activity	Speaker Name	Topic	General Fund Honorarium/Travel
April 16, 2014	Brad McReynolds/Sports Medicine Lab	John Thomas	Interviewing for the Physical Therapy and Chiropractic clinical settings	\$100 Perkins Fund
May 16, 2014	Collette Chattopadhyay/HUM 204X/Modern World Culture: 1700- Present (EI) Ticket #15740	Dr. Joseph Pak	"Morality: Objective or Relative?"	\$100

## **IRVINE VALLEY COLLEGE**

Presentation	Faculty Member			General Fund
Date	Course Title/Activity	Speaker Name	Topic	Honorarium/Travel
July 30, 2014	Glenn Roquemore, Administrator,	Ernest Hackmon	Business and Education	Not to exceed
8am-12pm	Manager, Governance Leader			\$3,000.00
	Retreat			
July 30, 2014	Glenn Roquemore, Administrator,	Darroch "Rocky"	Leadership principles	Not to exceed
1pm-5pm	Manager, Governance Leader	Young		\$1,000.00
	Retreat			
Aug. 11, 2014	President's Fall 2014 Opening	Kay McClenney	Empowering Community Colleges	Not to exceed
9-11:30am	Session			\$6,000.00

ITEM: 5.7 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** Saddleback College: Study Abroad Program to Salamanca, Spain

**ACTION:** Approval

#### **BACKGROUND**

Saddleback College is committed to providing high quality education and a full range of cultural activities for students. In the past, the College has offered similar courses, which have been conducted in many countries of the world by expert faculty who provide academic course work in conjunction with cultural travel experiences. The college has conducted very successful study abroad programs during the spring semesters in Salamanca, Spain since 2001. Study abroad programs are authorized under Education Code 72640.

#### **STATUS**

The Liberal Arts Division at Saddleback College proposes to offer the study abroad program: Spanish Language Studies in Salamanca, Spain during the spring 2015 semester from February 13 to April 25, 2015. The program will be organized and arranged by Travel and Education (T&E) for a fee of \$7,200 per student at a cost of \$100 per day for 12 to 18 students, \$7,089 per student at a cost of \$98.46 per day for 19 to 24 students, or \$6,850 per student at a cost of \$95.14 per day for 25 or more students. Saddleback College solicited four bids for this program from IMAC Spanish Language Programs, International Studies Abroad (ISA), Linguistic Horizons and Travel & Education (T&E). T&E is the only vendor that met all of the required specifications. The details of the program are summarized in the Narrative in Exhibit A and the Study Abroad Program Information Summary in Exhibit B. The required Educational Tour/Field Study Contractor Agreement is provided in Exhibit C, which include evidence of liability insurance of not less than \$5,000,000. The proposal from T&E is included in Exhibit D. The current travel alerts and warnings list issued by the U.S. Department of State in Exhibit E does not include Spain. Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund.

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program: Spanish Language Studies in Salamanca, Spain in the spring of 2015 as summarized in Exhibit B, and directs the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the Travel and Education for coordinating all travel agreements in Exhibit C.

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

Study Abroad Narrative Salamanca, Spain, Spring 2015

Saddleback College has offered the Salamanca, Spain Study Abroad Program for fourteen consecutive years. In spring 2015, a group of 12 or more students will study Spanish language, culture, and history from February 13 through April 25, 2014. Sixteen students participated in spring 2014. The faculty advisor will accompany the students on their arrival flight, as well as one week in Salamanca.

Students will enroll in a minimum of 8.25 units of Saddleback courses and will attend classes Monday through Friday. Professors at Colegio Miguel de Unamuno will teach the courses, adhering to Saddleback's course outlines. The average number of units taken per student in spring 2014 was 14.2 units. The Program includes more than 40 weekly hours of instruction in addition to Sunday excursions to cultural and historic sites.

Accommodations for the students are in approved home-stays, including meals. The faculty advisor will be provided a single room for two nights in a hotel in Madrid (arrival night and departure night) and seven nights in hotel in Salamanca and is responsible for meals. All accommodations are within easy walking distance from Colegio Miguel de Unamuno.

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## STUDY ABROAD PROGRAM INFORMATION SUMMARY

1. PROG	BRAM								No. it.	R. Par		
Location/De	estination:	Sal	amanca, S	Spain		First	Trip:	Yes:		N	0:	X
Dates:	From:	2/	13/15	To:	4/	25/15		Total No	of Da	ys:		72
Partner Na	me (Acade	mic Ins	stitution):	Coleg	io Mig	juel de						
Address:		AVDA	A Reyes d	e Espa	na 25-	27, Sa	lama	nca, 37	800			
Contact Pe	rson:		do Miguel							0034	696-	932973
Description	of Institution	on: (	College						,			
Includes:	Accredited Ins	struction		Yes:	X	No:						
	Transfer Colle	ege Units		Yes:	X	No:						
	Orientation			Yes:	X	No:						
	Books/Supplie	es		Yes:	X	No:						
	Tutors			Yes:	X	No:						
	Weekend Stud	dy Activitie	es	Yes:	X	No:						
	Food			Yes:	X	No:						
	Transportation	1		Yes:	X	No:						
	Lodging			Yes:	Х	No:						
Other:	expenses in student, loc co-insured,	n Madrid al medid mobile	cultural prog d (tapas), me cal insurance phones with planning, an	dical insue, travel in credit of	urance nsurance 5/10 € a	up to \$1, ce, \$5M I and free	000,00 iability incom	00 health coverage ing calls,	insurance with So and T &	ce ber	nefit p D na motio	per amed as onal
			F	d Custon	- C	ices, inc	luuling	accountil	ng/billing	servi	ces i	n US.
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Course No.		ntary Spanish	Name and Address		_		NO	o. of Units
SPAN 2		ntary Spanish						5
SPAN 3		ediate Spanisi						5
SPAN 4		ediate Spanis			_			5
SPAN 6		ediate Spanis		Composition				3
SPAN 10	Interme	ediate Conver	sational Snar	ish				3
SPAN 20A	Civiliza	tion of Spain	Through 189	R				3
SPAN 20B		tion of Spain,						3
<b>SPAN 901</b>		h Language L		177				.25
<b>SPAN 902</b>		h Language L						.25
<b>SPAN 903</b>		h Language L						.25
<b>SPAN 904</b>		h Language L						.25
4. STU	DENTS							.20
The second secon		ents required to	o make progra	m.				12
Minimum nu	umber of units	:	o make progra	irri.				8.25
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# Date Department Chair Date Department Chair Date Date Date College President Date Date

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

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

Spanish Language Studies in Salamanca, Spain, Spring 2015

This Agreement is made this 23<sup>rd</sup> day of June, 2014 between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California ("DISTRICT") and Travel and Education (T&E) ("TRAVEL CONTRACTOR") located at 111 S. Independence Mall, East #970, Philadelphia, PA 19106 and is for the limited purpose of providing travel arrangements for the Educational Tour/Field Study Trip described on the Exhibits to this Agreement labeled "SPECIFIC DETAILS."

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

- 1. <u>INSTRUCTIONAL SERVICES</u> District shall arrange for and provide all instructional services, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pre-trip student orientation, lectures (staff and guest), student supervision, instruction by Trip Instructor and evaluation for said Educational Tour/Field Study Trip.
- 2. TRAVEL SERVICES TRAVEL CONTRACTOR shall arrange for and provide all transportation and lodging for the Educational Tour/Field Study Trip, the details of which TRAVEL CONTRACTOR shall specify on the Exhibit to this Agreement labeled "SPECIFIC DETAILS." Said Exhibit shall be prepared by TRAVEL CONTRACTOR and submitted to DISTRICT for written approval and acceptance by DISTRICT as part of this Agreement. In the event of a conflict between the terms and conditions of any of the SPECIFIC DETAILS set forth in such Exhibit and the terms and conditions set forth in this Agreement, the General Terms and Conditions set forth in this Agreement shall prevail.
- 3. <u>PROMOTIONAL MATERIAL</u> TRAVEL CONTRACTOR may prepare and provide at its own expense additional promotional material, which material

Revised: December 2006 Office of the Deputy Chancellor must have the written approval of the DISTRICT administrator responsible for the activity before publication and distribution to the participants of the Educational Tour/Field Study Trip. Such material shall prominently display the statement: "Instructional Activities provided by Saddleback College or Irvine Valley College." All travel arrangements are the responsibility of TRAVEL CONTRACTOR."

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

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

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

Revised: December 2006 Office of the Deputy Chancellor Tour/Field Study Trip TRAVEL CONTRACTOR shall refund payments within (10) ten days to said Educational Tour/Field Study Trip participants minus any non-recoverable charges or expenses incurred by TRAVEL CONTRACTOR in connection with its provision of travel services for those participants.

- RESTRICTION ON TRIP PARTICIPATION All Educational Tour/Field 5. Study Trip participants shall be registered in the course related to the Educational Tour Field Study. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE TOUR PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN AN EDUCATIONAL TOUR/FIELD STUDY TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION." Prior to the departure of any Educational Tour/Field Study Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all Educational Tour/Field Study Trip participants, showing name, address, emergency contact and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Educational Tour/Field Study Trip.
- 6. <u>EDUCATIONAL TOUR/FIELD STUDY CORRESPONDENCE</u> -TRAVEL CONTRACTOR shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.
- 7. INDEMNIFICATION TRAVEL CONTRACTOR shall protect, hold harmless, indemnify, and defend DISTRICT (including its trustees, officers and employees) from any and all liability as defined in this Paragraph. For purposes of this Agreement, liability means any and all claims, demands, losses, causes of action, suits, or judgments of any and every kind (including reasonable attorney's fees) that any person (including but not limited to Educational Tour/Field Study Trip participants or TRAVEL CONTRACTOR'S employees), or such person's heirs, executors, administrators or assigns may have against the DISTRICT, arising out of

or in connection with TRAVEL CONTRACTOR'S activities under this Agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim including but not limited to claims based on TRAVEL CONTRACTOR'S failure or refusal to perform in accordance with this Agreement, that results from any cause other than the sole negligence of the DISTRICT.

- 8. LIQUIDATED DAMAGES. - TRAVEL CONTRACTOR acknowledges that the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Educational Tour/Field Study Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Educational Tour/Field Study Trip set forth in SPECIFIC DETAILS or in promotional brochures provided by TRAVEL CONTRACTOR to Educational Tour/Field Study Trip participants, such breach may cause hardship to the Educational Tour/Field Study Trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Educational Tour/Field Study Trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained by Educational Tour/Field Study Trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount as liquidated damages and not as a penalty, provided, however, that the rights set forth in this Paragraph shall not preclude each Educational Tour/Field Study Trip participant from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this Paragraph.
- 9. TRAVEL AGENTS All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association.
- 10. TRIP CANCELLATION INSURANCE TRAVEL CONTRACTOR shall make available to each Educational Tour/Field Study Trip participant trip cancellation insurance that will insure trip participants of trip transportation in spite of accident or illness of any participant that prevents that participant from

either commencing the trip or requires the participant's early return from the trip.

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

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

- 12. TRAVEL CONTRACTOR INFORMATION AND IDENTIFICATION—TRAVEL CONTRACTOR shall at all times maintain on file with the DISTRICT an accurate information sheet listing name, address, telephone, facsimile, e-mail, person(s) responsible for assisting the Educational Tour/Field Study Trip.
- 13. <u>TERM</u> This Agreement shall be effective on the date first noted above when signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated. TRAVEL CONTRACTOR may, upon written notice to DISTRICT, cancel any particular Educational Tour/Field Study Trip no later than 45 days prior to the departure of the Educational Tour/Field Study Trip (or fewer

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

- 14. NO ASSIGNMENT/TIME OF ESSENCE/HEIRS AND ASSIGNS This Agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.
- 15. NO MODIFICATION OF AGREEMENT This Agreement constitutes the full and complete understanding of the parties on the subject hereof, and supersedes all prior understandings or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No prior or contemporaneous agreements, representations or understandings between TRAVEL CONTRACTOR and any Trip Instructor for any Educational Tour/Field Study Trip that are not set forth herein shall be binding upon DISTRICT. No waiver, modification or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.
- 16. NOTICE Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time

# Exhibit C Page 7 of 7 Travel Contractor Agreement

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

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

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

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



TRAVEL & EDUCATION Effective: June 5, 2015

### PROPOSAL 10 WEEK PROGRAM - SPRING 2015 SADDLEBACK COLLEGE - SOCCCD

## Salamanca

Dates:

Departure from US: Arrive in Madrid: Transfer to Salamanca: Program start date: Program end date: Transfer to Madrid and return to US: Friday, February 13th, 2015 Saturday, February 14th, 2015 Sunday, February 15th, 2015 Monday, February 23rd, 2015 Friday, April 24th, 2015 Saturday, April 25th, 2015

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

- A transportation package consisting of international airfare and round-trip transfers overseas between the airport and the hotel in Madrid.
- 1 night in Madrid on arrival: hotel in Madrid (triple occupancy) with breakfast; group transfers by private bus from Madrid to Salamanca.
- Museum entrances in Madrid and welcome meal.
- Group transfer at the end of the program from Salamanca to Madrid for return to US.
- Accommodation in Salamanca in homestays (2 students per homestay sharing a double room).
- Three meals per day in homestays, 7 days per week, plus a weekly laundry service in the homestay (additional washes may be arranged with the homestay family for an extra cost).
- An orientation program in Salamanca consisting of an orientation meeting with a T&E representative, local area information, a welcome reception and a walking tour of Salamanca.
- Spanish language classes to be held at the Colegio Miguel de Unamuno for four hours per day, Monday through Friday.
- Two full-day excursions by private bus to Segovia and Avila including entrances to the Alcazar in Segovia and Ia Alberca. Excursions are with the services of an English-speaking
- 10-week social and cultural program (events such as cooking lessons, Spanish cinema, museum visits etc.) including a dinner at the Caves of Perdigon.
- Access to the student computer lab located at the Colegio Miguel de Unamuno with free email, printing and internet facilities.
- \$50 non-refundable application fee.
- \$50 USD per student for expenses in Madrid (tapas)
- Medical insurance for up to \$1,000,000 Health Insurance Benefit per student.
  - Accident and Sickness Insurance Benefits
  - Emergency Medical Evacuation Benefit
  - Repatriation of Remains Benefit
  - Emergency Reunion Benefit
  - 24 hour International Emergency Assistance

- Local medical insurance coverage with includes coverage for accidents while traveling between locations and during scheduled activities.
- Travel insurance for each student includes trip cancellation and trip interruption.
- \$5,000,000 liability coverage with SOCCCD named as co-insured for the duration of the program.
- Mobile phones provided for each student which includes a local Spanish cell number with an initial credit of 5/10 € and free incoming local calls.
- Accounting / billing services in the U.S.
- Pre-departure information services and a toll-free contact number in the U.S.
- Promotional materials including our full color comprehensive "T&E Acceptance and Orientation Packet".
- Advance planning services offered by our T&E office in Philadelphia.

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

Faculty support services (target enrollment 12 students with 1 faculty member) as listed below:

- Roundtrip flights between Los Angeles and Madrid on the scheduled group flight.
- T&E can arrange air travel for faculty companions if they are traveling on the standard group flight. Since airfares change frequently, the cost cannot be determined until the ticket has been booked. Faculty will be billed for any companion tickets and they must be paid for in advance of planned travel. If, for any reason, a faculty member no longer requires an issued ticket, cancellation notification must reach T&E by Monday, November 10<sup>th</sup>, 2014, and s/he will need to pay a \$200 cancellation fee. After this date, the ticket is non-refundable and faculty will be responsible for the entire cost. Faculty may charge tickets to a major credit card.
- T&E will provide the SOCCCD faculty member with housing in a single room in the hotel in Madrid (arrival night and 1 night prior to departure, if the flight schedule it advices, if not, no) and 7 nights in hotel in Salamanca.
- Mobile phone will be provided with courtesy credit of 50 €
- Full participation on all activities scheduled on the itinerary, on the same basis as the students, including transfers, entrances, sightseeing tours, etc.

Faculty benefits are paid in full for an enrollment of 12 paying students or more, or pro rata for a lower enrollment.

#### PROGRAM FEES

 \$7200 US Dollars per participant for an enrollment of 12 to 18 paying student participants with 1 faculty administrative visit.

- \$7089 US Dollars per participant for an enrollment of 19 to 24 paying student participants with 1 faculty administrative visit.
- \$6850 US Dollars per participant for an enrollment of 25 or more paying student participants with 1 faculty administrative visit

Should SOCCCD wish to run this program with an enrollment below 12 paying student participants it would be necessary either to add a supplement to the fee above or to remove some components from the program. T&E would discuss these options with SOCCCD.

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

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

#### OPTIONAL COMPONENTS

- T&E will reserve spaces at the above prices according to information on the student application form. Once airline tickets have been issued to students they can only be changed directly with the issuing agent –agent and airline-imposed penalties apply.
- T&E cannot arrange airline tickets for students applying after Friday, October 24<sup>th</sup>, 2014. T&E is financially committed to any confirmed airlines seats from Friday, October 3<sup>rd</sup>, 2014 and therefore an airfare review will take place prior to this date. T&E requests that SOCCCD provide an indication of how many students intend to purchase the transportation package listed above. However, should SOCCCD decide not to offer this transportation package to their students T&E must be notified before Friday, October 3<sup>rd</sup>, 2014.
- Single Supplement for homestay accommodation in Salamanca is \$350.

#### PROGRAM APPLICATION PROCEDURE AND BILLING

• Penalties apply to changed program bookings after Friday, October 24th, 2014. Therefore T&E would require SOCCCD to collect the application forms and deposits of \$450 PLUS airfare deposit of \$200 (total \$650) per student and to forward them to T&E by Friday, October 4th, 2014. T&E would then bill the individual student for the balance of fees owing. Balance of airfare, \$1000, must be received by Friday, October 24th, 2014. Confirmation of final numbers must be received by Friday, November 21st, 2014. Please note that these are not postmark dates, but the dates by which funds must arrive in the T&E Philadelphia office.

- T&E reserves the right to withdraw students who are not paid in full by the final payment deadline.
- T&E can accept applications after Friday, October 24th, 2014, but cannot guarantee program costs after this date. Students applying after the application deadline date of Friday, October 24th, 2014 can only be accepted on a space-available basis and may be offered "Land-Only" pricing depending on availability and cost of flights.
- T&E accepts payment in the form of personal check or money order and VISA, Mastercard or Discover

#### AIRFARE CONDITIONS

- T&E will reserve spaces according to information on the student application form. Once airline tickets have been issued to students they can only be changed directly with the issuing agent once the student is abroad agent and airline-imposed penalties apply.
- T&E cannot arrange airline tickets for students applying after Friday, October 24th, 2014. T&E is financially committed to any confirmed airline seats from this date and therefore an airfare review will take place prior to this date. T&E requests that SOCCCD provide an indication of how many students intend to participate on the program. However, should SOCCCD subsequently decide to offer the program but arrange their own student airfare then T&E must be notified before Friday, October 3rd, 2014 and will be able to provide a "Land-Only" fee.

#### **REFUND POLICY**

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

WITHDRAWAL	He/she receives
On or before Friday, October 3 <sup>rd</sup> , 2014	a refund of all fees paid less \$200 processing fee, the \$50 non-refundable application fee and any non-refundable deposits paid by the student or by <b>T&amp;E</b> on behalf of the student
After Friday, October 3 <sup>rd</sup> , 2014, but on or before Friday, October 24 <sup>th</sup> , 2014	a refund of all fees paid less \$400 deposit and \$50 non-refundable application fee plus any non-refundable deposits paid by the student or by <b>T&amp;E</b> on behalf of the student plus \$200 penalty of airfare tickets
After November 21st, 2014	no refund

 Once the program has begun students withdrawing receive no refund unless T&E suspends the program.

- It is understood that SOCCCD will not cancel the program if the necessary minimum number of participants have not been enrolled by Friday, October 25th, 2014.
- In the of the U.S. State Department issuing a travel warning which advises U.S. citizens not to travel to Spain, or if they are already in Spain, to leave it, T&E will:
  - If the If the program has not started, either makes suitable alternative arrangements or cancel the program and refund all fees paid.
  - o If the program has started, suspend the program and fly the student's home. If students are returned home they will receive a prorate rebate of fees paid to T&E for the proportion of the program not completed, less the \$100 processing fee, the \$210 insurance premium, the \$50 non-refundable application fee and any costs incurred flying the student home.

#### **ACCEPTANCE OF PROPOSAL**

T&E require written acceptance of this proposal as soon as possible in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date below to confirm that the components listed in this proposal fulfill your program requirements. This will enable us to prepare your program materials accurately. A confirmation in writing is required by **Friday**, **August 29**th, **2014**. Please sign and date below, and please fax this document in its entirety to Patrizia D'Adamo, T&E Director of US Operations in Philadelphia, fax number 215-238-0236.

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

# U.S. Department of State

Thursday, June 5, 2014

## **Current Travel Alerts and Warnings**

# **Travel Warnings**

The US Department of State issues Travel Warnings when it wants you to consider very carefully whether you should go to a country at all. Examples of reasons for issuing a Travel Warning might include unstable government, civil war, ongoing intense crime or violence, or frequent terrorist attacks. We want you to know the risks of traveling to these places and to strongly consider not going to them at all. Travel Warnings remain in place until the situation changes; some have been in effect for years.

# **Travel Alerts**

The US Department of State issues Travel Alerts for short-term events we think you should know about when planning travel to a country. Examples of reasons for issuing a Travel Alert might include an election season that is bound to have many strikes, demonstrations, or disturbances; a health alert like an outbreak of H1N1; or evidence of an elevated risk of terrorist attacks. When these short-term events are over, we cancel the Travel Alert.

Туре	Date	Location
Warning	June 5, 2014	Ukraine Travel Warning
Warning	June 4, 2014	Venezuela Travel Warning
Alert	May 29, 2014	2014 Hurricane and Typhoon Season
Alert	May 28, 2014	Thailand Travel Alert
Warning	May 27, 2014	Libya Travel Warning

Туре	Date	Location
Warning	May 22, 2014	Iran Travel Warning
Warning	May 20, 2014	North Korea Travel Warning
Warning	May 19, 2014	Philippines Travel Warning
Warning	May 17, 2014	Kenya Travel Warning
Warning	May 13, 2014	Central African Republic Travel Warning
Warning	May 6, 2014	Nigeria Travel Warning
Warning	May 5, 2014	Syria Travel Warning
Warning	April 25, 2014	El Salvador Travel Warning
Warning	April 25, 2014	Cameroon Travel Warning
Warning	April 23, 2014	Democratic Republic of the Congo Travel Warning

Туре	Date	Location
Warning	April 23, 2014	Republic of South Sudan Travel Warning
Warning	April 15, 2014	Chad Travel Warning
Warning	April 14, 2014	Colombia Travel Warning
Warning	April 10, 2014	Sudan Travel Warning
Warning	April 3, 2014	Burundi Travel Warning
Warning	March 27, 2014	Niger Travel Warning
Warning	March 21, 2014	Mali Travel Warning
Alert	March 18, 2014	Egypt Travel Alert
Alert	March 14, 2014	Russian Federation Travel Alert - Events in Ukraine
Warning	March 12, 2014	Mauritania Travel Warning

Туре	Date	Location
Warning	March 12, 2014	Haiti Travel Warning
Warning	March 6, 2014	Iraq Travel Warning
Warning	February 20, 2014	Afghanistan Travel Warning
Warning	February 11, 2014	Saudi Arabia Travel Warning
Warning	February 7, 2014	Somalia Travel Warning
Warning	February 6, 2014	Algeria Travel Warning
Warning	February 5, 2014	Pakistan Travel Warning
Warning	February 3, 2014	Israel, The West Bank and Gaza Travel Warning
Warning	January 31, 2014	Lebanon Travel Warning
Warning	January 29, 2014	Yemen Travel Warning

Туре	Date	Location
Warning	January 9, 2014	Mexico Travel Warning
Warning	December 24, 2013	Honduras Travel Warning
Warning	November 18, 2013	Eritrea Travel Warning

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.8 DATE: 6/23/14

**TO:** Board of Trustees

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

RE: SOCCCD: Saddleback College, Sciences Building Project, Testing &

Special Inspection Agreement, C.E.M. Lab Corp.

**ACTION:** Approval

#### BACKGROUND

The Board of Trustees has approved \$67,358,000 in basic aid funding for the Saddleback College Sciences Building project. On November 25, 2013, the Board of Trustees approved use of a Geotechnical, Testing and Special Inspection pool.

There is a need to hire a testing and special inspection firm for the Sciences Building project. A Request for Proposals was provided to the firms in the Geotechnical, Testing and Special Inspection pool.

#### **STATUS**

On May 16, 2014, the District received responses from seven firms (EXHIBIT A). The selection committee, consisting of college and district staff, determined C.E.M. Lab Corp. as the best qualified firm. After selection, C.E.M. Lab Corp. pricing was reviewed and deemed acceptable at \$330,000 and staff negotiated the recommended Agreement (EXHIBIT B).

Basic Aid funds for these services are available in the project budget of \$67,358,000.

#### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Saddleback College Sciences Building project, Testing and Special Inspection Services Agreement (EXHIBIT B) with C.E.M. Lab Corp. in the amount of \$330,000.

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

Jenny J. Snodgrass

# Proposals Submitted for Saddleback College Sciences Building Project Testing & Special Inspection Services

COMPANY NAME	CITY	SUBMITTER'S NAME
AMEC Environment & Infrastructure, Inc.	Los Angeles, Ca.	Ian Maclean
*C.E.M. Lab Corp.	Irvine, Ca.	Teri A. Knoll
Koury Engineering & Testing, Inc.	Chino, Ca.	Tommy Wright
MTGL Inc.	Anaheim, Ca.	Steven Koch
Smith-Emery Laboratories, Inc.	Anaheim, Ca.	Daniel M. Slater
Twining Consulting, Inc.	Irvine, Ca.	John Burke

Carlsbad, Ca.

**United Inspection & Testing** 

<sup>\*</sup>Recommended firm for the Sciences Building project

# CONSULTANT AGREEMENT: TESTING & SPECIAL INSPECTION SERVICES FOR SCIENCES BUILDING PROJECT AT SADDLEBACK COLLEGE

This AGREEMENT is hereby made and entered into this 23rd day of June in the year 2014 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and (Name of Geotechnical and/or Testing & Special Inspection Consultant Firm), C.E.M. Lab Corp., 45 Post, Irvine, CA 92618, 949.502.4130, hereinafter referred to as "CONSULTANT";

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT desires to obtain Testing & Special Inspection Consultant services for the Sciences Building project, hereinafter referred to as "PROJECT" located at "Saddleback College" in the DISTRICT; and

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

NOW, THEREFORE, the parties hereto agree as follows:

#### ARTICLE 1 CONSULTANT'S SERVICES AND RESPONSIBILITIES

- 1.1 <u>Basic Services</u>. The CONSULTANT's services shall consist of those services performed by the CONSULTANT and CONSULTANT's employees as enumerated in this AGREEMENT.
- 1.2 <u>Standard of Care</u>. The CONSULTANT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT the terms hereof and applicable law, code, rule or regulations. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3 Key Individual Assignment. The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate Tony Binaei as Project Manager and Principal in Charge, and David Mastel as field welding inspector. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in their respective positions on the PROJECT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT's firm that will be associated with the PROJECT.
- 1.4 Replacement of Key Individual. If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT. A project manager and all lead or key personnel for any SUB-CONSULTANT must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.
- 1.5 Relationship of CONSULTANT to Other PROJECT Participants. CONSULTANT's services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Architect; (b) the Contractor; (c) the Inspector; (d) Test/Inspection Service Providers; and (e) others providing services in connection with bidding and/or construction of the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. The Architect shall

perform its duties in accordance with its contract(s) with the DISTRICT. Except as expressly set forth herein, neither this AGREEMENT, nor CONSULTANT's rendition of services hereunder shall be deemed CONSULTANT's assumption of responsibility for the adequacy or sufficiency of the PROJECT design or the Design Documents for the PROJECT, which are and remain that of the Architect. CONSULTANT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.

Acceptance of Project Schedule. The CONSULTANT shall accept the DISTRICT's project schedule for the performance of the CONSULTANT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.

The services covered by this AGREEMENT shall be completed within 24 months of the date of this AGREEMENT except for the post construction phase work.

#### ARTICLE 2 SCOPE OF CONSULTANT'S SERVICES

- 2.1 Scope of professional services are as follows:
  - a. Testing and Inspection
    - 1. All services required per DSA form 103 (attached hereto)
    - 2. Plan and specification review
    - 3. Geotechnical site observation, soil placement observation, and soil testing for compliance with Geotechnical investigation Report by Geospectra and DSA approved documents
    - 4. Site observation during construction, including all special inspections required by DSA in form DSA-10.
    - 5. Written daily reporting of on-site activities to project Inspector
    - 6. Project material testing and inspections on site and off site venues
    - 7. Offsite structural steel fabrication inspection
    - 8. Site observation during construction
    - 9. Attend pre-installation meeting when special inspection is required.
    - 10. Review PROJECT requirements, approved submittal and required licenses
    - 11. Concrete, rebar, retaining walls, masonry, reinforcing, welding, steel, high strength bolt, pull test, and all special inspections required by the PROJECT including as required:
      - i. Testing of reinforcing steel (#5 and larger)
      - ii. Batch plant inspection of concrete
      - iii. Take samples of cement and collection of concrete supplier certifications
      - iv. Concrete field testing including slump, temperature, and cylinder collection for subsequent testing
      - v. Continuous inspection for masonry
      - vi. Compression testing for concrete cylinders, mortar and grout prisms

- vii. Testing of masonry unit
- viii. Testing and inspection of anchors, bolts, and dowels
- ix. Drilling and testing of masonry cores
- x. Preparation of final affidavits
- xi. Review of steel placement
- xii. Visual field welding inspection and required testing
- xiii. Asphalt Testing
- 12. Site Inspection of construction materials and fabrications
- 13. Laboratory and field testing of project materials
- 14. Provide reports to Project Inspector
- 15. Site observation during construction, including all special inspections required by DSA in form DSA-103
- 16. Daily reporting to IOR
- 17. Post-report consultation, as required
- b. Geotechnical and/or Testing and Special Inspections
  - 1. Only the DISTRICT and its authorized representative will have the authority to request services.
  - Unless otherwise agreed in advance and authorized by the DISTRICT, all requests for services must be in writing and must be faxed to the CONSULTANT's office a minimum of 24 hours in advance.
  - 3. A two hour minimum charge will be applied to each request for in-house services and four hours for material testing (i.e. concrete, steel, masonry and welding) services with no travel time included. Where possible, a single trip will be used to address multiple testing issues.
  - 4. Technicians will check in with the DISTRICT's DSA inspector of record at the job site before start of daily work and prior to leaving the site. The technician will submit a field report that will indicate the services performed the amount of time spent, and the number of tests taken.
  - 5. The rates shown on the attached fee schedule shall include the cost of all related equipment.
  - 6. Test samples taken, but not required, may be disposed of by CONSULTANT.
  - 7. An assessment of the billing against the contract amount will be maintained by the CONSULTANT and submitted to the DISTRICT for monthly review with the invoice submittal. If it appears that any testing/inspection line items will be exceeding the planned budget, the CONSULTANT will immediately notify the DISTRICT to review the reasons for the overage and whether any corrective action is appropriate for budget adjustments.

#### ARTICLE 3 ADDITIONAL CONSULTANT'S SERVICES

- 3.1 The CONSULTANT shall be given additional compensation for the services described in Article 3.
- 3.2 CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT **before** rendering such services. Compensation for such services shall be <u>compensated based</u> on attached standard hourly rates. Such services shall include:
  - a. Coordinating with the design professionals regarding material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
  - b. Providing services required because of significant changes in the PROJECT including, but not limited to, size, quality, complexity, or the DISTRICT's schedule, except for services required under Article 5.
  - c. Coordinating with the design professionals on the preparation of drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the CONSULTANT.
  - d. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
  - e. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the construction contract.
  - f. Providing services in connection with an arbitration proceeding or legal proceeding except where the CONSULTANT is a party thereto.
  - g. Providing services after issuance to the DISTRICT of the final certificate for payment except as provided herein.
  - h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted CONSULTANT's practice.

#### ARTICLE 4 TERM OF SERVICES

- 4.1 <u>Time is of the Essence</u>. Time is of the essence in the performance of each Party's obligations under this AGREEMENT, including without limitation CONSULTANT's performance of the service required hereunder and DISTRICT's payment of all sums due to CONSULTANT.
- 4.2 <u>Term.</u> Services under this AGREEMENT shall be diligently performed by the CONSULTANT for 24 months. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions. Should services be necessary after the expiration of 24 months of service, they can be provided as Additional Services in accordance with the Billing Rates as provided in Exhibit "A" and "B". Extensions to the duration of the CONSULTANT services shall be addressed as outlined in Article 3.
- 4.3 <u>Suspension Notice</u>. DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension (refer to Article 7).

#### ARTICLE 5 INDEMNITY AND INSURANCE

5.1 <u>CONSULTANT Indemnity of DISTRICT</u>. CONSULTANT shall indemnify, defend and hold harmless the Indemnified Parties from all claims, demands, liabilities, actions and causes of action arising out of this

AGREEMENT, including without limitation, claims for bodily injury, death, physical property damage (other than to the work of the PROJECT itself and property damage covered by a Builders Risk Insurance obtained by the Contractor) and demands, losses, liabilities or other claims arising out of CONSULTANT's services hereunder or the negligent, willful acts omissions. The Indemnified Parties are: the DISTRICT, the DISTRICT's Board of Trustees and each individual member thereof and the employees, officers, agents and representatives of the DISTRICT. The CONSULTANT's obligations hereunder shall survive termination of this AGREEMENT and the completion of obligations hereunder, until barred by the applicable statute of limitations.

- 5.2 <u>Hold Harmless</u>. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold DISTRICT, and it board of Trustees, officers, employees and agents, entirely harmless from all liability arising out of:
  - a. <u>Workers' Comp Claims</u>. Any and all claims under workers' compensation acts and other employee benefit acts with respect to CONSULTANT's employees or his/her subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT including a waiver of subrogation; and
  - b. <u>CONSULTANT Negligence.</u> Any and all claims for damages costs and/or charges caused by CONSULTANT's negligent acts, errors and/or omissions, recklessness or willful misconduct in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions, recklessness or willful misconduct of CONSULTANT's consultants, employees or agents in the performance of their obligations under this AGREEMENT. The coverages of such indemnification shall include, without limitation attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of CONSULTANT's performance and shall survive the expiration or termination of this AGREEMENT until such time as any matter covered by such indemnity is barred by the applicable statute of limitations.
  - c. <u>Reimbursement for Defense</u>. Regarding the defense of any claim embraced by CONSULTANT's indemnity, each indemnitee shall control its own defense and at the time of claim resolution CONSULTANT will reimburse the indemnitees for all costs reasonable and appropriately incurred in this regard to the extent of any fault by or attributable to CONSULTANT's negligence and to the extent covered by CONSULTANT's liability insurance.
- 5.3 <u>CONSULTANT shall purchase and maintain insurance</u> with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
  - a. Workers' Compensation and Employers Liability Insurance. CONSULTANT shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which CONSULTANT may be liable. CONSULTANT shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by CONSULTANT. The Employer's Liability Insurance required of CONSULTANT hereunder may be obtained by CONSULTANT as a separate policy of insurance or as

- an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by CONSULTANT hereunder.
- b. Comprehensive general and auto liability. CONSULTANT shall purchase and maintain Commercial General Liability and Property Insurance as will protect CONSULTANT from the types of claims set forth below which may arise out of or result from CONSULTANT's services under this AGREEMENT and for which CONSULTANT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CONSULTANT's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to CONSULTANT's obligations under this AGREEMENT; and (vi) for completed operations.
  - 1. CONSULTANT shall purchase and maintain comprehensive general and auto liability insurance with limits of <u>not less than \$1,000,000 combined single limit</u>, bodily injury and property damage liability per occurrence, including:
  - 2. owned, non-owned and hired vehicles;
  - 3. blanket contractual;
  - 4. broad form property damage;
  - 5. products/completed operations; and
  - 6. personal injury.
- c. <u>Professional liability insurance</u> including contractual liability with limits of \$1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.
- d. Additional Insured. Each policy of insurance required in (b) above shall name DISTRICT, District Board of Trustees, District officers, District agents, District employees, and District Contractors as additional insureds and shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance stated in (a) and (b) above shall state that not less than 30 days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy.
- 5.4 <u>State Authorized Insurers</u>. All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the DISTRICT.

- 5.5 <u>Certificates of Insurance</u>. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.
- DISTRICT Indemnity of CONSULTANT. The DISTRICT shall indemnify, defend and hold harmless CONSULTANT from all claims arising out of this AGREEMENT, including without limitation, claims for bodily injury (including death) and physical property damage (other than to the work of the PROJECT itself and property damage covered by a Builders Risk Insurance) which arise out of the negligent or willful acts, work of the omissions. The DISTRICT shall cause the Contractor to indemnify CONSULTANT to the same extent as the DISTRICT is indemnified and to have the CONSULTANT named as an additional insured on all policies associated with the PROJECT.

#### 5.7 **Coverage Amounts**

Insurance Policy	Minimum coverage Amount
Workers Compensation	In accordance with applicable law
Employers Liability	One Million dollars (\$1,000,000)
Professional Liability	One Million (\$1,000,000) per occurrence and One Million dollars (\$1,000,000) project specific in the
	aggregate

#### ARTICLE 6 COMPENSATION TO THE CONSULTANT

6.1 <u>Contract Price for Basic Services.</u> The Contract Price for the CONSULTANT's performance of the Basic Services under this AGREEMENT shall consist of the following Not to Exceed prices:

a. Construction Phase \$330,000 (Pricing per Exhibit A and B)

TOTAL: \$330,000

- Price Inclusions. The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Basic Services, except for Allowable Reimbursable Expenses described in this AGREEMENT. At no time shall meals be considered a reimbursable expense.
- 6.3 <u>CONSULTANT Monthly Billing Statements</u>. CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Basic Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT.
- 6.4 <u>DISTRICT Payment of Contract Price</u>. Within 30 days of the date of the DISTRICT's receipt of CONSULTANT's billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of

the Contract Price due for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CONSULTANT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Architect or any Contractor.

- 6.5 <u>Withholding Payment</u>. The DISTRICT may, however, withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this AGREEMENT, with the amounts withheld or deducted being released after CONSULTANT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.6 <u>Payment in Full</u>. This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.
- 6.7 <u>Monthly Payments.</u> Payments for CONSULTANT services shall be made monthly and, where applicable, shall be 95% of the services performed within each phase of service, on the basis set forth in paragraph 1. 100% payment will be made upon DISTRICT acceptance of each phase.
- 6.8 <u>Late payments</u>. Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9 **Schedule Delay**. To the extent that the time initially established for the completion of CONSULTANT's services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates or as a fixed fee.
- Reimbursable Expenses incurred by the CONSULTANT and CONSULTANT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review. The DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.
  - a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and consultants in the interest of the PROJECT.
  - b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. CONSULTANT's normal travel expense (including to and from the PROJECT) and meals are excluded.
  - c. Expense of reproductions, except those needed for the use of the CONSULTANT and his or her consultants or identified specifically as a deliverable, postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT's prior written approval.
  - d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.

- e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT's Basic Services will be reimbursed.
- f. For reimbursable expenses, compensation shall be computed at a multiple of one point one (1.1) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants in the interest of the PROJECT. Cost + 10%
- g. For additional services of consultants, compensation shall be computed at a multiple of one point one (1.1) times the amounts billed to the CONSULTANT for such services. Cost + 10%

#### ARTICLE 7 CONSULTANT'S DOCUMENTS

- 7.1 <u>DISTRICT Ownership of Documents</u>. The documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.
- 7.2 <u>Documentation</u>. The CONSULTANT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, CONSULTANT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CONSULTANT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 7.3 <u>Electronic Copy of Documents</u>. The CONSULTANT shall perform the work under this AGREEMENT and shall deliver electronic copy of all reports and documentation via CD, DVD or flash drive in PDF format upon completion of each of the three phases, design, construction, and post construction. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.4 Copyright/Trademark/Patent. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission, except CONSULTANT shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

#### ARTICLE 8 TERMINATION

- 8.1 <u>Termination for Convenience</u>. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Thirty (30) day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CONSULTANT or no later than 3 days after the day of mailing, whichever is sooner.
- 8.2 <u>Termination for Cause</u>. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal

injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within 10 days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the 10 days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than 3 days after the day of mailing, whichever is sooner.

- 8.3 <u>Termination by Either Party</u>. This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the CONSULTANT. This AGREEMENT may be terminated by either party upon not less than 7 days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
- 8.4 <u>Suspension of PROJECT</u>. The DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CONSULTANT not less than 15 days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than 90 consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT's services.
- 8.5 Abandonment of PROJECT. If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.
- 8.6 **Non Payment.** The DISTRICT's failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.
  - a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the CONSULTANT within 7 days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.7 <u>CONSULTANT Compensation</u>. The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.8 <u>Liability for DISTRICT Damages</u>. In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT's failure to perform as provided in the AGREEMENT.

#### ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1 Work to Continue. In the event of a dispute between the parties as to performance of the work, the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind this AGREEMENT nor stop the progress of the work. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2 <u>Mediation Requirements</u>. All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.
- 9.3 **AGREEMENT Governance**. Unless otherwise provided, this AGREEMENT shall be governed by the law of the state and county where the PROJECT is located.

#### ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1 <u>DISTRICT Provided Information</u>. The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria.
- 10.2 <u>DISTRICT Representative</u>. The DISTRICT shall appoint a representative authorized to act on the DISTRICT's behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT.
- 10.3 <u>DISTRICT Notification</u>. The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT's failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

#### ARTICLE 11 MISCELLANEOUS

- 11.1 <u>Affirmative Action</u>. CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2 <u>Compliance with Applicable Laws</u>. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3 <u>CONSULTANT Accounting Records</u>. Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONSULTANT, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of 3 years after final payment is made under this AGREEMENT. During

- this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4 <u>Cumulative Rights; Non-Waiver</u>. Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

#### 11.5 **Definitions**

- a. <u>Contract</u>. A Contract for Construction awarded by the DISTRICT to a Contractor for the construction of a portion of the PROJECT.
- b. <u>Contractor</u>. A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.
- c. <u>Design Documents</u>. The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the PROJECT. Design Documents include surveys, soil reports and other documents prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.
- d. <u>Architect</u>. The Architect is Dougherty and Dougherty Architects, LLP. References to the Architect include Dougherty & Dougherty Architects, LLP and its consultants retained to prepare or provide any portion of the Design Documents.
- e. <u>Submittals</u>. Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.
- f. Site. The physical area for construction and activities relating to construction of the PROJECT.
- g. <u>Construction Contract Documents</u>. The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT construction.
- h. <u>Substantial Completion</u>. Substantial Completion is when the Work of a Contract has been completed and installed and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
- Final Completion. Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.
- 11.6 <u>Employment with Public Agency</u>. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, no member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.

- 11.7 <u>Full Force of Remaining Contract</u>. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 11.8 <u>Governing Law</u>. This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.9 Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.
- 11.10 <u>Marginal Headings; Captions</u>. The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.
- 11.11 Non-Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and/or control of CONSULTANT firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.
- 11.12 <u>Permits/Licenses</u>. CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.13 <u>Notifications</u>. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.14 <u>Communications</u> between the parties shall be sent to the following addresses:

DISTRICT
Walt Rice
Director of Facilities Planning
South Orange County
Community College District
28000 Marguerite Parkway

CONSULTANT Tony Binaei Principal in Charge C.E.M. Lab Corp. 45 Post Irvine, CA 92618 Mission Viejo, CA 92692

- 11.15 <u>Entire Agreement/Amendment</u>. This AGREEMENT and the parameters identified in reference documents listed below hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.
  - a. DSA Form 103 dated 6/25/13

Exhibit B

- b. Project Schedule dated March 2014
- c. Geotechnical Investigation Report dated 5/16/12
- d. C.E.M. Lab Corp. Professional Fees dated 5/30/14
- 11.16 <u>Binding Agreement</u>. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

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

Schedule of Fees (Hourly Rates)

	DISTRICT	CONSULTANT	
South Orange C	County Community College District	C.E.M. Lab Corp.	
Dr. Debra L. Fitz Vice Chancellor	zsimons , Business Services	Tony Binaei Principal in Charge	
(Date)		(Date)	
		(Taxpayer number)	
Exhibit A	Schedule of Fees for Laboratory Testin	g	

# EXHIBIT "A" SCHEDULE OF FEES FOR LABORATORY TESTING

### Laboratory Test, Test Designation, and Price Per Test

Alteberg Limits, D 4318, CT 204. \$135 Coment Analysis Chemical and Physical, C 109. \$130 Confordation Brain (Park) B 188 Sant Confordation Park (Park) D 188 Confordation D 2435, CT 219. \$190 Concreted Mix Design, Parkiew, Job Spec. \$45 Concrete Mix Design, Design of Special Parkiew, Job Spec. \$45 Concrete Mix Design, Design of Special Parkiew, Job Spec. \$45 Concrete Mix Design, Design of Special Parkiew, Job Spec. \$45 Concrete Mix Design, Parkiew, Job Spec. \$45 Concrete Mix Design, Design of Special Parkiew, Job Spec. \$45 Concrete Mix Design, Design of Special Parkiew, Job Spec. \$45 Concrete Mix Design, Design of Special Park	<u>Soils</u>		<u>Concrete</u>	
Chioride and Sulfate Content, CT 417 & CT 422. \$ 80 Consolidation D 2436, CT 219. \$ 190 Direct Shear – Remolded, D 3080, CT 222. \$ 100 Direct Shear – Remolded, D 3080, CT 222. \$ 100 Direct Shear – Remolded, D 3080, CT 222. \$ 100 Direct Shear – Remolded, D 3080, CT 222. \$ 100 Direct Shear – Remolded, D 3080, CT 222. \$ 100 Direct Shear – Remolded, D 3080, CT 222. \$ 100 Direct Shear – Remolded, D 3080, CT 222. \$ 100 Direct Shear – Remolded, D 3080, CT 222. \$ 100 Direct Shear – Remolded, D 3080, CT 222. \$ 100 Direct Shear – Remolded, D 3080, CT 222. \$ 100 Direct Shear – Remolded, D 3080, CT 222. \$ 100 Direct Shear – Remolded, D 3080, CT 222. \$ 100 Direct Shear – Remolded, D 3080, CT 222. \$ 100 Direct Shear – Remolded, D 3080, CT 222. \$ 100 Direct Shear – Remolded, D 3080, CT 222. \$ 100 Direct Shear – Remolded, D 3080, CT 222. \$ 100 Direct Shear – Remolded, D 3080, CT 222. \$ 100 Direct Shear – Remolded, D 3080, CT 222. \$ 100 Direct Shear – Remolded, D 3080, CT 228			Cement Analysis Chemical and Physical, C 109	\$130
Consolidation, D. 2435, CT 219. \$190 Concrete Mix Design, per Trial Batch, 6 cylinder, ACI. \$125 Consolidation — Time Rate, D. 2435, CT 219. \$25 Direct Shear — Hemoded, D. 3080, CT 222. \$10 Direct Shear — Remoded, D. 3080, D. 30				
Consolidation — Time Rate, D 2435, CT 219	Chloride and Sulfate Content, CT 417 & CT 422	\$ 80	Concrete Mix Design Review, Job Spec	\$ 45
Direct Shear – Undisturbed, D 3080, CT 222. \$ 90 Direct Shear – Remoided, D 3080, CT 222. \$ 101 Direct Shear – Remoided, D 3080, CT 222. \$ 101 Direct Shear – Remoided, D 3080, CT 222. \$ 101 Direct Shear – Remoided, D 3080, CT 222. \$ 101 Direct Shear – Remoided, D 3080, CT 222. \$ 101 Direct Shear – Remoided, D 3080, CT 222. \$ 101 Direct Shear – Remoided, D 3080, CT 222. \$ 101 Direct Shear – Remoided, D 3080, CT 222. \$ 101 Direct Shear – Remoided, D 3080, CT 222. \$ 101 Expansion Potential (Method A), D 4546. \$ 90 Evaluation Expansion Potential (Method A), D 4546. \$ 90 Evaluation Expansion Potential (Method A), D 4546. \$ 95 Evaluation D 422, CT 203. \$ 1525 Maximum Density D 1557, D 698, CT 216, & AASHTIO T-180. \$ 150 Moisture Ash, A Corganic Matter of Peat/Organic Soils. \$ 50 Moisture Ash, D 2216, CT 226. \$ 10 Moisture and Density, D 2937. \$ 20 Permeability, C 10 2434, CT 220. \$ 156 Permeability, C 10 2434, CT 220. \$ 156 Permeability, C 10 2434, CT 220. \$ 156 Permeability, C 10 434. \$ 45 Every Augus, D 2844, CT 301. \$ 250 Every Analysis, 200 Wash, D 1140, CT 202. \$ 156 Sieve Analysis, D 422, CT 202. \$ 75 Sieve Analysis, D 422, CT 202. \$ 75 Sieve Analysis, D 202, CT 202. \$ 75 Sieve Analysis, D 202, CT 202. \$ 75 Sieve Analysis, D 202, CT 202. \$ 75 Every Analysis, D 203, D 2	Consolidation, D 2435, CT 219	\$190	Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$125
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Direct Shear - Remolded, D 3080, CT 222   \$100	Direct Shear – Undisturbed, D 3080, CT 222	\$ 90	Drying Shrinkage, C 157	\$ 65
Durability Index, CT 229				
Expansion Index, D 4829, UBC 18-2 Expansion Potential (Method O.), D 4546.  Expansive Pressure (Method C.), D 4546.  S 90 Expansive Pressure (Method C.), D 456.  Expansive Pressure (Method C.), D 456.  S 90 Expansive Pressure (Method C.), D 456.  Expansive Pressure (Method C.), D				
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Expansive Pressure (Method C), D 4546				
Petrographic Analysis, C 856   \$115				
Hydraulic Conductivity, D 5094				
Hydrometer Analysis, D 422, CT 203   \$125				
Double Hydrometer Analysis, D 422, CT 203   \$185			Opiniting Tensile Ottengun, O 400	ψ 05
Maximum Density D 1557, D 698, CT 216, & AASHTO T-180   \$150	Double Hydrometer Analysis D 422, CT 203	Ψ125 Ψ125	Reinforcing and Structural Steel	
Rock corrections add \$10	Maximum Density D 1557 D 608 CT 216 & AASHTO T-180	\$165 \$150	Fireproofing Density Test, UBC 7-6	\$ 45
Moisture, Ash, & Organic Matter of Peat/Organic Soils. \$50 Moisture Only, D. 2216, CT 226. \$10 Moisture and Density, D. 2937. \$20 Permeability, CH, D. 2434, CT 220. \$165 Pland Resistivity, CT 643. \$45 Permeability, CH, D. 2434, CT 220. \$165 Permeability, CT 643. \$45 Permeability, CA 646. \$45 Permeabilit		\$ 150	Hardness Test, Rockwell, A-370	\$ 45
Moisture Only, D 2216, CT 226. \$10 Moisture and Density, D 2937 \$20 Moisture and Density, D 294, CT 210 Moisture and Density, D 294, CT 210 Moisture and Density, D 294, CT 202 Moisture and Density D 494, CT 202 Moisture and Density D 494, CT 202 Moisture and Density D 494,	• ,	¢ 50		
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Reinforcing Tensile or Bend up to No. 6, A 615 & A 706				
Revalue, D 2844, CT 301				
Sand Equivalent, D 2419, CT 217 \$75 Sieve Analysis, D 422, CT 202 \$75 Sieve Analysis, D 422, CT 202 \$75 Sieve Analysis, 200 Wash, D 1140, CT 202 \$115 Specific Gravity, D 854 \$90 Triaxial Shear, C. D., three points, CT 230 \$90 Triaxial Shear, C. U., three points, CT 230 \$90 Triaxial Shear, C. U., three points, D 4767, CT 230 \$90 Triaxial Shear, C. U., three points, D 2760, CT 230 \$65 Triaxial Shear, C. U., three points, D 2850, CT 230 \$65 Triaxial Shear, C. U., three points, D 2850, CT 230 \$65 Triaxial Shear, U. U. one point, D 2850, CT 230 \$65 Triaxial Shear, U. U. one point, D 2850, CT 230 \$65 Triaxial Shear, U. U. one point, D 2850, CT 230 \$65 Triaxial Shear, U. U. one point, D 2850, CT 230 \$65 Triaxial Shear, U. U. one point, D 2850, CT 230 \$65 Triaxial Shear, U. U. one point, D 2850, CT 230 \$65 Triaxial Shear, U. U. one point, D 2850, CT 230 \$65 Triaxial Shear, U. U. one point, D 2850, CT 230 \$65 Triaxial Shear, U. U. one point, D 2850, CT 230 \$65 Triaxial Shear, U. U. one point, D 2850, CT 230 \$65 Triaxial Shear, U. U. one point, D 2850, CT 230 \$65 Triaxial Shear, U. U. one point, D 2850, CT 230 \$600 Triaxial Shear, C. U., three points, CT 230 \$95 Triaxial Shear, C. U., three points, CT 230 \$95 Triaxial Shear, C. U., three points, CT 230 \$95 Triaxial Shear, U. U. one point, D 2850, CT 230 \$95 Triaxial Shear, C. U., three points, CT 230 \$95 Triaxial Shear, C. U., three points, CT 230 \$95 Triaxial Shear, C. U., three points, CT 230 \$95 Triaxial Shear, C. U., three points, CT 230 \$95 Triaxial Shear, C. U., three points, CT 230 \$95 Triaxial Shear, C. U., three points, CT 230 \$95 Triaxial Shear, C. U., three points, CT 230 \$95 Triaxial Shear, C. U., three points, CT 230 \$95 Triaxial Shear, C. U., three points, CT 230 \$95 Triaxial Shear, C. U., three points, CT 230 \$95 Triaxial Shear, C. U., three points, CT 230 \$95 Triaxial Shear, C. U., three points, CT 230 \$95 Triaxial Shear, C. U., three points, CT 230 \$95 Triaxial Shear, C. U., three points, CT 230 \$95 Triaxial Shear, C. U., three points, CT 230 \$95 Triaxia				
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Sleve Analysis, 200 Wash, D 1140, CT 202.   \$115			(machining extra) Δ 370	\$ 60
Specific Gravity, D 854				
Triaxial Shear, C. D., three points, C T 230         \$300           Triaxial Shear, C.U., three points, D 4767, CT 230         \$600           Triaxial Shear, U.U., one point, D 2850, CT 230         \$65           Unconfined Compression, D 2166, CT 221         \$240           Wax Density, D 1188         \$85           Roofing         Weem Stability and Unit Weight, T 245         \$145           Hevem Stability and Unit Weight, T 244         \$145           Hueen Stability and Unit Weight, T 245         \$200           Maximum Theoretical Unit Weight, T 245         \$95           Roofing Materials Analysis, D 2829         \$55           Roofing Tile Absorption, (set of 5), UBC 15-5         \$45           Roofing Tile Strength Test, (set of 5), UBC 15-5         \$45           Brick Absorption, 24-hour submersion, C 67         \$45           Brick Absorption, 2-hour boiling, C 67         \$45           Brick Absorption, 7-day, C 67         \$45           Brick Modulus of Rupture, C 67         \$55           Brick Modulus of Rupture, C 67         \$55           Brick Saturation Coefficient, C 67         \$55           Concrete Block Linear Shrinkage, C 426         \$55           Concrete Block Unit Weight and Absorption, C 140         \$55           Cornetee Block Unit Weight and Absorption, C 140         \$			Welded Reinfording Tensile Test. Op to No. 11 bats, Act	ψ 05
Triaxial Shear, C.U., three points, D 4767, CT 230         \$600         Asphalt Mix Design Review, Job Spec.         \$55           Triaxial Shear, U.U., one point, D 2850, CT 230         \$65         Extraction, % Asphalt, including Gradation, D 2172, CT 310.         \$135           Wax Density, D 1188.         \$85         Him Stripping, CT 302.         \$145           Wax Density, D 1188.         \$85         Heem Stability and Unit Weight CTM or ASTM, CT 366.         \$100           Roofing         Built-up Roofing, cut-out samples, D 2829.         \$40         Maximum Theoretical Unit Weight, T-245.         \$200           Roofing Materials Analysis, D 2829.         \$55         S45         Maximum Theoretical Unit Weight, D 2041.         \$95           Roofing Tile Absorption, (set of 5), UBC 15-5.         \$45         S65         Unit Weight sample or core, D 2726, CT 308.         \$235           Masonry         Absorption, 24-hour submersion, C 67.         \$45         Absorption, Coarse, C 127.         \$60           Brick Absorption, 7-day, C 67.         \$45         Absorption, Fine, C 128.         \$100           Brick Compression Test, C 67.         \$55         Clay Lumps and Friable Particles, C 142.         \$90           Brick Moisture as received, C 67.         \$55         S55         S55         S65         S65         S65         S65         S65 <td< td=""><td></td><td></td><td>Asphalt Concrete</td><td></td></td<>			Asphalt Concrete	
Triaxial Shear, C.U., three points, D 4767, CT 230         \$600           Triaxial Shear, U.U., one point, D 2850, CT 230         \$65           Unconfined Compression, D 2166, CT 221         \$240           Wax Density, D 1188         \$85           Roofing         ***           Built-up Roofing, cut-out samples, D 2829         \$45           Roofing Materials Analysis, D 2829         \$45           Roofing Tile Absorption, (set of 5), UBC 15-5         \$45           Roofing Tile Strength Test, (set of 5), UBC 15-5         \$45           Brick Absorption, 24-hour submersion, C 67         \$45           Brick Absorption, 5-hour boiling, C 67         \$45           Brick Absorption, 7-day, C 67         \$45           Brick Moisture as received, C 67         \$55           Brick Saturation Coefficient, C 67         \$55           Concrete Block Linear Shrinkage, C 426.         \$55           Cores, Compression or Shear Bond, CA Code         \$55           Masonny Grout, 3x3x6 prism compression, UBC 21-18			Asphalt Mix Design, Caltrans	\$ 95
Triaxial Shear, U.U. one point, D 2850, CT 230         \$ 65           Unconfined Compression, D 2166, CT 221         \$240           Wax Density, D 1188         \$ 85           Roofing         S85           Built-up Roofing, cut-out samples, D 2829         \$ 40           Roofing Materials Analysis, D 2829         \$ 45           Roofing Tile Absorption, (set of 5), UBC 15-5         \$ 45           Roofing Tile Strength Test, (set of 5), UBC 15-5         \$ 45           Masonry         Absorption, 24-hour submersion, C 67         \$ 45           Brick Absorption, 5-hour boiling, C 67         \$ 45           Brick Absorption, 7-day, C 67         \$ 45           Brick Modulus of Rupture, C 67         \$ 55           Brick Modulus of Rupture, C 67         \$ 55           Brick Modulus of Rupture, C 67         \$ 55           Brick Saturation Coefficient, C 67         \$ 55           Sconcrete Block Cinear Shrinkage, C 426         \$ 55           Corcrete Block Linear Shrinkage, C 426         \$ 55           Cores, Compression or Shear Bond, CA Code         \$ 65           Masonny Grout, 3x3x6 prism compression, UBC 21-17         \$ 125           Masonny Frism, brism, farge, c arge, c propression, UBC 21-17         \$ 20           Masonny Frism, brism baff size, compression or Stepsion, UBC 21-17         \$	Triaxial Shear, C.U., three points, D 4767, CT 230	\$600		
Unconfined Compression, D 2166, CT 221	Triaxial Shear, U.U., one point, D 2850, CT 230	\$ 65		
Wax Density, D 1188	Unconfined Compression, D 2166, CT 221	\$240		
Roofing         Marshall Stability, Flow and Unit Weight, T-245         \$ 200           Built-up Roofing, cut-out samples, D 2829         \$ 40         Maximum Theoretical Unit Weight, D 2041         \$ 95           Roofing Tile Absorption, (set of 5), UBC 15-5         \$ 45         Unit Weight sample or core, D 2726, CT 308         \$ 235           Nasonry         And Sorption, 24-hour submersion, C 67         \$ 45         Absorption, Coarse, C 127         \$ 60           Brick Absorption, 5-hour boiling, C 67         \$ 65         Clay Lumps and Friable Particles, C 142         \$ 90           Brick Absorption, 7-day, C 67         \$ 45         Crushed Particles, CT 227         \$ 140           Brick Compression Test, C 67         \$ 55         Durability, Coarse, C 127         \$ 90           Brick Modulus of Rupture, C 67         \$ 55         Durability, Coarse, CT 229         \$ 135           Brick Moisture as received, C 67         \$ 55         Durability, Fine, CT 229         \$ 135           Concrete Block Conformance Package, C 90         \$ 135         Concrete Block Linear Shrinkage, C 426         \$ 55           Concrete Block Unit Weight and Absorption, C 140         \$ 55         Soidum Sulfate Soundness (per size fraction), C 88         \$ 130           Masonry Grout, 3x3x6 prism compression, UBC 21-18         \$ 20         Masonry Prism palf size, compression, UBC 21-17         \$ 125	Wax Density, D 1188	\$ 85		
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Absorption, 24-hour submersion, C 67	Roofing Tile Strength Test, (set of 5), UBC 15-5	\$ 55	Aggregates	
Absorption, 24-hour submersion, C 67	Maconny		Absorption, Coarse, C 127	\$ 60
Brick Absorption, 5-hour boiling, C 67		¢ 45		
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Brick Compression Test, C 67 \$50 Brick Efflorescence, C 67 \$55 Brick Modulus of Rupture, C 67 \$55 Brick Moisture as received, C 67 \$55 Brick Saturation Coefficient, C 67 \$55 Brick Saturation Coefficient, C 67 \$55 Brick Saturation Coefficient, C 67 \$50 Concrete Block Conformance Package, C 90 \$135 Concrete Block Linear Shrinkage, C 426 \$55 Concrete Block Unit Weight and Absorption, C 140 \$55 Concrete Block Unit Weight and Absorption, C 140 \$55 Concrete Block Unit Weight and Absorption, C 140 \$55 Concrete, Compression or Shear Bond, CA Code \$65 Masonry Grout, 3x3x6 prism compression, UBC 21-18 \$20 Masonry Mortar, 2x4 cylinder compression, UBC 21-16 \$20 Masonry Prism, over size, compression, UBC 21-17 \$125 Masonry Prism, balf size, compression, UBC 21-17 \$85  Crushed Particles, CT 205 \$90 Durability, Coarse, CT 229 \$135 Durability, Fine, CT 229 \$125 Los Angeles Abrasion, C 131 or C 535 \$135 Mortar making properties of fine aggregate, C 87 \$95 Organic Impurities, C 40 \$45 Potential Reactivity of Aggregate (Chemical Method), C 289 \$180 Sand Equivalent, CT 217 \$90 Sieve Analysis, Coarse Aggregate, C 136 \$130 Sieve Analysis, Fine Aggregate (including wash), C 136 \$80 Sodium Sulfate Soundness (per size fraction), C 88 \$450 Masonry Prism, balf size, compression, UBC 21-17 \$125 Masonry Prism half size, compression, UBC 21-17 \$85			Cleanness Value CT 227	\$140
Brick Efflorescence, C 67				
Brick Modulus of Rupture, C 67				
Brick Moisture as received, C 67				
Brick Saturation Coefficient, C 67			Los Angeles Abrasion C 131 or C 535	\$135
Concrete Block Conformance Package, C 90				
Concrete Block Linear Shrinkage, C 426				
Concrete Block United Stiffing, C 140	Concrete Block Conformance Package, C 90	\$135	Potential Poactivity of Aggregate (Chemical Method), C 200	υφ 45 120
Cores, Compression or Shear Bond, CA Code	Concrete Block Linear Shrinkage, C 426	\$ 55		
Cores, Compression or Shear Bond, CA Code	Concrete Block Unit Weight and Absorption, C 140	\$ 55		
Masonry Mortar, 2x4 cylinder compression, UBC 21-16 \$20 Sodium Sulfate Soundness (per size fraction), C 88 \$450 Specific Gravity, Coarse, C 127 \$70 Specific Gravity, Fine, C 128 \$75	Cores, Compression or Shear Bond, CA Code	\$ 65	Sieve Analysis, Coarse Aggregate, C 130	\$130
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	Masonry Grout, 3x3x6 prism compression, UBC 21-18	\$ 20		
Masonry Prism, over size, compression, UBC 21-17 \$125  Masonry Prism, half size, compression, UBC 21-17 \$85  Specific Gravity, Coarse, C 127 \$70  Specific Gravity, Fine, C 128 \$75				
Masonry Prism, half size, compression, UBC 21-17 \$ 85 Specific Gravity, Fine, C 128				
			Specific Gravity, Fine, C 128	\$ /5

#### **EXHIBIT B SCHEDULE OF FEES**

PrincipalEngineer/Geologist/Environmental ientist	. \$	135
Senior Engineer/Geologist/Environmental Scientist		135
Senior Project Engineer/Geologist/Environmental Scientist		135
Project Engineer/Geologist/Environmental Scientist		125
Senior Staff Engineer/Geologist/Environmental Scientist	. \$	115
Staff Engineer/Geologist/Environmental Scientist	. \$	105
GIS Analyst		95
Field Operations Manager	-	85
Soil Technicain	•	73
Nondestructive Examination Technician, UT, MT, LP	. \$	80
ACI Concrete Technician	. \$	73
Concrete/Asphalt Batch Plant Inspector		73
Special Inspector (Masonry, Fireproofing)		74
Special Inspector (Welding)	. \$	85
Special Inspector (Steel)		73
Technical Illustrator/CAD Operator		65
Information Specialist		65
Geotechnical/Environmental/Laboratory Assistant		75
Data Processing, Technical Editing, or Reproduction	. \$	55

#### OTHER CHARGES

OTHER CHARGES					
Expert Witness Testimony	\$	325 /hr			
PID/FID Usage		100 /day			
Coring Machine Usage (includes technician)	\$	85 /hr			
Anchor load test equipment (includes technician)		85 /hr			
Hand Auger Equipment	\$	35 /Day			
Inclinometer Usage		15 /hr			
Vapor Emission Kits	\$	25 /kit			
Level D Personal Protective Equipment (per person per day)		75 /Day			
Rebar Locator (Pachometer)	\$	150 /hr			
Nuclear Density Gauge Usage	\$	25 /Day			
Field Vehicle Usage	\$	35 /Day			
Direct Project Expenses	Co	ost plus			
Laboratory testing, geophysical equipment, and other special equipment provided upon request.					

#### **NOTES (Field Services)**

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at (*identify 1.5*) times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays and Sundays **and Holidays**.

INVOICES, PAYMENT TERMS, AND INDEMNITY PER DISTRICT CONSULTING AGREEMENT.

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.9 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Saddleback College, ATAS Swing Space Project,

Lease/Leaseback Delivery Method

**ACTION:** Approval

#### BACKGROUND

On February 28, 2011, staff and legal counsel presented a summary of the lease/leaseback delivery method. On April 25, 2011, the Board of Trustees authorized staff to seek proposals for lease/leaseback services through a competitive proposal process.

Lease/leaseback projects are constructed pursuant to the provisions set forth in the Education Code section 81330 *et seq*.

#### STATUS

District and college staff have determined that lease/leaseback is the preferred delivery method for the ATAS Swing Space project at Saddleback College. The lease/leaseback delivery method can be and will be designed to include a competitive proposal process and the initial "Request for Qualifications" will be open to all contractors.

Funds are available within approved basic aid funding with a project budget of \$9,520,687.

#### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve authorization to request qualifications and seek proposals for lease/leaseback delivery method for the Saddleback College, ATAS Swing Space project.

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

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.10 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Saddleback College, Award of Bid, Exclusive Beverage

Supply/Promotional Services, Bottling Group LLC/Pepsi Beverages

Company

**ACTION:** Approval

#### **BACKGROUND**

The current five year agreement for the soft drink supplier at Saddleback College expires on June 30, 2014.

#### **STATUS**

On April 19 and 26, 2014, SOCCCD ran a newspaper advertisement for consideration of Beverage Supply/Promotional Services for Saddleback College. Additional marketing efforts included placing a copy of the "Requests for Qualifications and Proposals" (RFP & Q) on the District's website and notifying firms known to provide these services.

On May 23, 2014, two proposals (EXHIBIT A) were received. College staff developed a selection committee to evaluate the submittals and Bottling Group LLC/Pepsi Beverages Company provided the successful proposal (EXHIBIT B) and is recommended for the Exclusive Beverage Supply/Promotional Services agreement (EXHIBIT C).

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Bottling Group LLC/Pepsi Beverages Company (EXHIBIT C) for the Exclusive Beverage Supply/Promotional Services for Saddleback College for an anticipated annual compensation equal to or greater than \$38,000.

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

### **BID NO. 2016**

# Proposals Submitted for RFQ & P for Beverage Supply/Promotional Services Saddleback College

COMPANY NAME	CITY	SUBMITTER'S NAME
*Bottling Group LLC/Pepsi Beverages Company	Baldwin Park, CA	Janet Haderer
Coca-Cola Refreshment, Inc.	Orange, CA	Jim Lactacen

<sup>\*</sup>Recommended firm for Beverage Supply/Promotional Services

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

### BEVERAGE SUPPLIES/PROMOTIONAL SERVICES COMPENSATION FOR SADDLEBACK COLLEGE

Category	Compensation
Sponsorship Agreement:	\$27,000 annually Minimum of 5,050 cases sold with percentage reduction applied if less than minimum reached
Commission:	20 oz. carbonated soft drinks and water at vending = 30% All other and cafeteria case sales = 30%
Rebates:	\$1.25/case on 12 oz. carbonated soft drinks and water purchased directly from Pepsi \$1.50/case on 20 oz. carbonated soft drinks and water purchased directly from Pepsi
Donations:	400 cases of a combination of 12 oz. carbonated soft drinks and 16.9 oz. water/annually
Scholarship:	\$2,500 annually to Saddleback Foundation
Sustainability Sponsorship:	\$2,500 annually upon request
Marketing Allowance:	\$1,000 annually upon request
Sampling Vehicles:	Two appearances annually as determined by The Pepsi Bottling Group and the College

### AGREEMENT-BEVERAGE VENDING AND PROMOTIONAL SERVICES, SADDLEBACK COLLEGE

This AGREEMENT is made effective as of July 1, 2014 (the "Effective Date"), by and between the South Orange County Community College District, hereinafter called the "DISTRICT", and Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, hereinafter called "VENDOR", for Saddleback College (the "College") campus having its principal place of business at 28000 Marguerite Parkway, CA 92692.

WHEREAS, VENDOR is experienced in installing, operating, servicing and maintaining equipment for dispensing beverage products,

WHEREAS, VENDOR desires the right to be the exclusive supplier of beverage products to Saddleback College, except with regard those locations specified herein,

WHEREAS, VENDOR has submitted a proposal in response to a Request for Proposals issued by the DISTRICT for the exclusive right to dispense beverage products at Saddleback College,

WHEREAS, the DISTRICT has determined that it is in the best interests of the DISTRICT to contract with VENDOR to provide services for the sale of beverage products at Saddleback College,

WHEREAS, the parties desire to confirm the terms and conditions under which the DISTRICT will contract with VENDOR to install, operate, service, and maintain all equipment dispensing beverage products at Saddleback College,

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

### ARTICLE 1 VENDOR'S RIGHTS AND RESPONSIBILITIES

- 1.1 <u>Standard of Care</u>. VENDOR shall provide the Products and Services herein using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. VENDOR's Product and Services shall be provided in such a manner as to avoid hindrance, interruption, or delay to daily campus operations.
- Management Services. VENDOR's management services shall be provided by Janet Haderer. Contact information for Janet Haderer will be provided to Saddleback College's Grants and Contracts Manager who will act as the single point of contact between VENDOR and Saddleback College. If Janet Haderer is replaced with another person, the name and contact information for this person will be provided within one week of this change.
  - a. VENDOR shall provide one hour of local management-level participation at the quarterly Food and Beverage meetings.
  - b. VENDOR shall provide a quarterly business report which includes at a minimum:

- i. information specific to the sale of Product through the Vending Machines including: volume, total sales minus crv, and a comparison with the previous quarter, and
- 1.3 <u>Exclusive Beverage Availability Rights</u>. The DISTRICT hereby grants to VENDOR the following Beverage availability rights:
  - a. Except as provided herein, VENDOR shall have the exclusive right to make Beverages available for sale and distribution on Campus and throughout the Facilities through beverage vending machines ("Vending Machines"), through the Cafeteria, all concessions and retail locations, including the bookstore, and the right to provide all Beverages sold at athletic contests, booster club activities and all other special events conducted at any location on the Campus or at the Facilities ("Special Events").
  - b. Subject to the terms and conditions set forth in this AGREEMENT, the DISTRICT agrees that Products (as defined in Section 11.5) shall be the exclusive Beverages (as defined in Section 11.5) sold, dispensed or served or available on the Campus.
  - c. The only exception to VENDOR's exclusive Beverage rights at the Campus is with regard to the Cafeteria (Cafeteria Clause). VENDOR shall have the right to 100% of fountain Beverages sold in the Cafeteria and the right to 75% of the shelf space allocated to bottle and can Beverages sold in the Cafeteria. Pepsi's equipment shall receive primary placement in the Cafeteria. Only Pepsi's Products may be sold through Pepsi's equipment.
  - d. VENDOR shall have the exclusive right to install Vending Machines throughout the Saddleback College campus. After coordination and AGREEMENT with Saddleback College, VENDOR shall have the further right to install additional Vending Machines in buildings and facilities acquired and/or constructed by the Saddleback College after the date of this AGREEMENT.
  - e. DISTRICT shall require College, the food service provider (except the items noted in the Cafeteria Clause), concessionaires and other third parties selling Beverages on Campus to purchase Product directly from VENDOR at the prices established pursuant to this AGREEMENT. These purchases will count towards the annual case/gallon threshold outlined in this agreement.
    - 1 VENDOR will provide a resale number or alternate approach to facilitate assurance of appropriate product purchase through VENDOR.

### 1.4 **No Competitive Products.** During the entire Term of this AGREEMENT:

- a. No Competitive Products shall be sampled, sold, served or dispensed anywhere on the Campus, except as pursuant to the Cafeteria Clause.
- b. No permanent or temporary advertising, signage or trademark visibility for Competitive Products shall be displayed anywhere on the Campus, including locker rooms, sidelines and players benches.

- c. As of the Effective Date and with the exception of the Cafeteria Clause, no AGREEMENT will be entered into or maintained by the School pursuant to which Competitive Products will be associated with the Saddleback College campus in any advertising or promotional activity that creates a relationship or connection between Competitive Products and the Saddleback College campus.
- 1.5 <u>Marketing Rights</u>. The DISTRICT grants to VENDOR the following promotional rights, which are exclusive as to Beverages, to:
  - a. Market and promote Beverages in connection with the Campus and the Teams including the use of the College Marks on a royalty-free basis. College acknowledges and agrees that such promotional activities may be conducted in conjunction with VENDOR customers; and VENDOR will have the right to incorporate its customers' marks with the College Marks on any advertising, point of sale, packaging, or premium items or materials. College hereby grants VENDOR license to use the College Marks on a royalty-free basis for the purposes of promoting Products as provided herein.
  - b. Refer to VENDOR in any of its marketing materials as a "sponsor" of the Campus, the College and/or the Teams, and refer to any brand of Products in any of VENDOR marketing materials as the "official" Beverage of the Campus, College or the Teams.
  - c. Undertake Beverage promotions at or in connection with the campus and/or the Teams, including offering Products in promotional packaging bearing the College Marks on a royalty-free basis.
  - d. Create or market for retail sale merchandise incorporating the College Marks and trademarks of Products.
- 1.6 <u>Merchandising Rights.</u> The DISTRICT grants to VENDOR the following exclusive merchandising rights:
  - a. College agrees that all fountain drinks dispensed on the Campus in disposable cups will be served in approved VENDOR-identified biodegradable cups.
  - b. Materials promoting the Products at the point of sale on the Campus, which will include translites and pictorials on dispensing equipment depicting approved cups and Products, will be clearly visible to the purchasing public.
  - c. Product trademarks will be prominently displayed on each Beverage vending machine on the Campus.
  - d. College will have the right to pre-approve (i) the concept for any promotional activity undertaken hereunder; and (ii) any artwork or other items created by VENDOR for use in promotional activities or otherwise in accordance with the terms of this AGREEMENT and the incorporation of the College Marks. District agrees that its approval hereunder will not be unreasonably withheld.

e. College agrees that it will not, directly or indirectly (nor will College permit anyone to whom College has granted promotional, advertising, or other rights,) maintain any AGREEMENT or relationship pursuant to which any Competitive Products are associated with the College, the Campus, or the Teams. Nothing contained herein will prevent the sale of bottle and can Competitive Products in the Cafeteria to the percentage set forth in Section 4(a) herein nor will it prevent the on-campus consumption by students, faculty or their guests of Competitive Products purchased outside the Campus.

### ARTICLE 2 SCOPE OF VENDOR'S PRODUCT AND SERVICES

- 2.1 <u>Equipment.</u> VENDOR shall place Vending Machines and other beverage equipment necessary to dispense the Products on Campus (the "Equipment") based upon VENDOR's survey and Saddleback College's concurrence of the Campus needs. Any vending machine installation at Saddleback College shall be mutually agreed between the DISTRICT and VENDOR and subject to the DISTRICT's prior approval of the location of the vending machine(s).
  - a. VENDOR shall install the Vending Machines at its sole expense including the addition of any necessary power and water connections as coordinated with Saddleback College. The DISTRICT will provide ongoing power and water service to the Equipment. VENDOR shall have the right to place full trademark panels on all sides of its Vending Machines. VENDOR shall retain title to all Vending Machines.
  - b. Vending Machines will be new or like new machines with an appropriate aesthetic appearance for the campus environment. Aesthetic appearance must be maintained. As new equipment technology is released, VENDOR will work with the college for roll out. To the extent that future technology enhancements, equipment platforms or products to support these platforms are substantially different in scope or composition compared to existing equipment components and products, VENDOR and DISTRICT will work in good faith to negotiation the economic terms for implementation of the new technology equipment.
  - c. All Vending Machines will include an intelligent power controller for cold product vending machines that meet the specifications outlined in Saddleback College's Vending/Snack Machine Energy Miser Specifications, Section 16900. All equipment brought on site will be energy star rated 2 or better.
  - d. Saddleback College agrees that a minimum of twenty eight (28) Vending Machines shall be placed on Campus throughout the Term. Current locations are noted in Exhibit B
  - e. VENDOR has provided one debit/credit card reader per bank or location of vending machines unless exemptions for certain locations are provided in writing by the college's Grants and Contracts Manager. All replacement machines will include debit/credit card readers.
  - f. The Equipment may not be removed from the Campus without VENDOR's written consent, and the Saddleback College agrees not to encumber the Equipment in any manner or permit

other equipment to be attached thereto except as authorized by VENDOR. At the end of the Term, VENDOR shall have the right to and, in the event another VENDOR is the successful bidder for the next term will be required to, remove all Equipment from the campus at no expense to the Saddleback College.

- g. VENDOR or one of its subsidiaries or affiliates shall retain ownership in and title to all Equipment.
- 2.2 <u>Service</u>. During the Term and at no cost to the School, VENDOR will stock and service, if necessary, the Vending Machines and any additional Vending Machines determined by the parties to be installed at new locations on the Campus.
  - a. It is anticipated that two to three services calls per week will take place at the Saddleback campus. Service calls for malfunctioning machines or out-of-stock product will be addressed promptly (within 3 business days). Service call phone numbers will be prominently displayed on all machines to facilitate service calls.
  - b. VENDOR will provide telemetry service resulting in 24-7 central operations network notification of equipment status for repairs and fills upon receipt of system.
  - c. Assuming issues are unrelated to vandalism, after five repair calls on the same machine within a six month period of time, machine shall be replaced with newer equipment at the discretion of the college.
  - d. Saddleback College shall permit VENDOR, its employees, agents and representatives to enter the campus for purposes of servicing and stocking the Equipment during normal college hours.
  - e. Vending Service vehicles are not permitted off-road. Asphalt pathways on Campus interiors do not have a traffic index sufficient to withstand the weight of delivery trucks. Alternate means, i.e. handcarts, will be necessary for bringing product to interior spaces of the campus. Routing approvals must be approved by the College Facilities Director prior to first service. Any truck caught violating the approved routing will be fined \$100/occasion.
  - f. 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.
  - g. VENDOR shall be responsible for the repair and replacement of the Equipment to the extent necessary as a result of theft and vandalism. College agrees to provide reasonable assistance to VENDOR in apprehending and prosecuting thieves and/or vandals. VENDOR may remove or move equipment suffering repeat theft, vandalism, destruction or loss.
  - h. VENDOR will provide the Director of Student Development or designee with \$25 dollars in petty cash toward refunds for machine malfunction. This amount will be replenished at the request of the Director and on an as-needed basis.

- 2.3 **Product.** Vending products to be offered are certain Products as determined by VENDOR from time to time.
  - a. VENDOR and the District agree that, at a minimum, the following products will be available at each location on the Campus where vending machines are located: Product Name Carmel Soda, Diet Carmel Soda, Lemon/Lime Product and Water Product. At least ten locations will provide alternative products such as sports drinks, energy drinks, juices, chilled coffee drinks, or iced tea. VENDOR will suggest healthier beverage products whenever feasible.
  - b. The DISTRICT agrees that, unless student survey with a high degree of validity and reliability indicates otherwise, all Vending Machines located on Campus shall vend 20 oz. products.
  - c. Additional product information is included in the "Consideration" section.

### ARTICLE 3 ADDITIONAL VENDOR SERVICES

Additional vending machines may be placed on campus with the written and mutual agreement of the parties. Specific locations are not guaranteed.

### ARTICLE 4 TERM

- 4.1 <u>Term.</u> The term of this AGREEMENT shall be the three (3) year period beginning on the Effective Date hereof and ending on June 30, 2017 with two (2) one (1) year automatic options for renewal with a 60 day written notice if option is not taken by either party and under the same terms and conditions ("Term") unless sooner terminated as provided herein. Either party may choose not to exercise a renewal option by providing the other party with sixty (60) days written notice prior to the start of the renewal period.
- 4.2 <u>Renewal.</u> Both parties understand that at the termination of five years from Effective Date the DISTRICT is required to send out a "Requests for Qualifications and Proposals". After five years, there is no possibility for automatic renewal. The DISTRICT will send out the "Requests for Qualifications and Proposals" to interested parties at least thirty days prior to the expiration of the Term.

### ARTICLE 5 INDEMNITY AND INSURANCE

- VENDOR will indemnify and hold the DISTRICT, Saddleback College, its Board of Trustees, officers, and employees harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (1) its breach of any term or condition of this AGREEMENT; (ii) product liability suits resulting from the use or consumption of VENDOR's Products; and/or (iii) the negligence or willful misconduct of VENDOR.
- 5.2 The DISTRICT will indemnify and hold VENDOR, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach

- of any term or condition of this AGREEMENT; and/or (ii) the negligence or willful misconduct of the DISTRICT.
- 5.3 Each party hereto maintains and agrees to maintain, at all times during the Term and for a period of three (3) years thereafter, a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the other party. Each party agrees to name the other, and each of its Affiliates, and their respective officers, directors, employees, agents, representatives and successors and assigns, as additional insured's on such insurance during the Term. Such insurance will contain a waiver of subrogation with respect to the additional insured's.
- 5.4 Either party shall have the right, during the Term from time to time, to request copies of certificates of insurance and/or other evidence of the adequacy of the above insurance coverage's. VENDOR must provide the DISTRICT with a 30 day cancellation notice in the event that VENDOR's insurance policy is cancelled before the expiration date of the term.
- 5.5 The provisions of this Section shall survive the termination of this AGREEMENT.

### ARTICLE 6 CONSIDERATION

### 6.1 **Pricing**.

- a. The initial vend prices are set forth herein.
- b. Initial Post mix, bottle and can pricing and products are listed in attached Exhibit A. Pricing is fixed through the first Agreement Year of the contract. VENDOR pricing will not exceed more than 5% annually in each of Agreement Years 2-5.
- c. Pricing is subject to change throughout the Term of this AGREEMENT as set forth above. VENDOR shall notify the DISTRICT in writing prior to the implementation of any price increase.
- 6.2 <u>Annual Sponsorship Fee</u>. An annual sponsorship fee, as follows (the "Annual Sponsorship Fee"):

Agreement	Applicable Time Period	Amount*	Due Date: within 60 days after:
Year			
1	July 1, 2014 – June 30, 2015	\$27,000	Execution of agreement by parties.
2	July 1, 2015 – June 30, 2016	\$27,000	July 1, 2015
3	July 1, 2016 – June 30, 2017	\$27,000	July 1, 2016
4**	July 1, 2017 – June 30, 2018	\$27,000	July 1, 2017
5**	July 1, 2018 – June 30, 2019	\$27,000	July 1, 2018

<sup>\*</sup> The Customer acknowledges and agrees that the Annual Sponsorship Fee payable to the Customer is based on a minimum number of Units purchased from Pepsi and sold throughout the Campus pursuant to this Agreement during the applicable Agreement Year. The minimum number of units per

le Time Period	Amount*	Due Date: within 60 days after:
	ile Time Period	lie Time Period Amount"

Agreement Year is 5,050 ("Annual Units Threshold"). AS used herein, "Units" means Gallons and Cases (including Cases sold, 1 Case shall equal 1 gallon. Therefore, if during any Agreement Year the number of Units falls below the Annual Units Threshold, then the Annual Sponsorship Fee payable for the next Agreement Year will be reduced by a percentage equal to the percentage decrease between the Annual Units Threshold and the actual number of Units sold during such Agreement Year. For example, if the Annual Sponsorship Fee is \$1,000 and the Annual Units Threshold is 500 Units, and during Agreement Year 1 the actual Units sold is 250 Units, then the Annual Sponsorship Fee for Agreement Year 2 will be \$500 (reduced by 50%).

6.3 <u>Commission.</u> Commission, as a percentage of the actual cash ("cash in bag" or "CIB") collected by VENDOR from the Vending Machines placed at the Facilities, less any applicable fees or deposits ("Commissions"). Such Commissions shall be at the rate(s) set forth below (the "Commission Rate") and shall be calculated as follows:

(CIB \* Commission Rate) – applicable CRV = Commissions due.

Product	Minimum Vend Price	Commission Rate*
12 oz. carbonated soft drinks and water	\$1.25	30%
20 oz. carbonated soft drinks and water	\$1.50	30%
Various other Products: Example- electrolyte or caffeine enhanced beverages etc.	Up to \$2.75 depending on product	30%

<sup>\*</sup>Commission Rate stated above shall only apply to Products sold by VENDOR through its Vending Machines at the beginning of the Term. If VENDOR proposes any new products to the Customer during the Term, then VENDOR shall have the right to apply a different Commission Rate and/or Minimum Vend Price for such new product.

6.4 <u>Commission Payment</u>. Commissions shall be remitted by VENDOR to the Customer within 30 days of the end of each 4-week accounting period established by VENDOR. VENDOR shall make all pertinent revenue and sales records respecting the Vending Machines available to Customer. Customer agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by Customer in writing within one year of the date such Commissions payment is due. Customer further acknowledges and agrees that it shall not receive any commission payment from VENDOR if Commissions fail to reach a certain threshold amount per period or quarter. The applicable threshold amounts vary based on the payment

<sup>\*\*</sup> The Annual Sponsorship Fee for Agreement Years 4 and 5 is only due and payable if the parties agree to renew the AGREEMENT for each of these Agreement Years.

period and will be established and communicated pursuant to VENDOR's policies and procedures related to its Full Service Vending business, as may be revised by VENDOR from time to time.

- 6.5 <u>Change to Commission Rate</u>. Customer acknowledges and agrees that VENDOR established the Commission Rate based on any applicable sales tax associated with the sale of the Products through the Vending Machines as of the commencement date of this AGREEMENT. If, during the Term, sales taxes should increase by more than five percent (5%), then VENDOR shall have the right to automatically reduce the Commission Rate by the same percentage amount.
- Rebates. Each year throughout the Term, VENDOR shall calculate the total applicable Cases of Packaged Products purchased from VENDOR by the DISTRICT and its Food Service Provider pursuant to this Agreement, and shall provide the DISTRICT with rebates calculated based on applicable amounts set forth below (the "Rebates"). The Rebates, if applicable, shall be paid by VENDOR within 60 days of the end of each applicable Agreement Year during the Term.

Rebate Amount	Applicable Products	
\$1.00/Case	24 pk Packaged Products	
\$.50/Case	15 pk, 12-pk Packaged Products	

Growth Incentive Fund. Each Year during the Term, Pepsi will offer Customer a growth incentive fund based on the incremental growth of Cases. Each Year will be a "Performance Period." The "Base Period" with respect to each Performance Period will be the immediately preceding twelve-month period or Year. The number of Cases purchased during each Performance Period will be compared with the number of Cases purchased during the corresponding Base Period. If, and to the extent that, (i) the number of Cases purchased during the Base Period is greater than 2,850 Cases and (ii) the number of Cases purchased during any Performance Period exceeds the number of Cases purchased during the corresponding Base Period by Twenty-Five Percent (25%) or more, Pepsi will pay the Customer a growth incentive fund in the amount of Eight Thousand Dollars (\$8,000) ("Growth Incentive Fund"). The Growth Incentive Fund, if any, will be paid within forty-five (45) days after the end of an eligible Year.

### 6.8 Additional Consideration

- a. In addition to the consideration specified above, VENDOR shall provide the following further consideration to the DISTRICT.
- b. VENDOR will provide annual Product donations of a total of 400 cases of a combination of 12 oz. cans of carbonated soft drinks and 16.9 oz. bottles of Aquafina per Year, provided however, that Saddleback College will administer all requests through a central contact.

- c. Annually and submitted on January 15<sup>th</sup> of each year, VENDOR shall provide scholarships funds to be distributed to Saddleback College students in the total amount of Two Thousand Five Hundred & 00/100 Dollars (\$2,500) (the "Scholarship Funds"). The Scholarship Funds may be deposited to either the Saddleback Foundation Account or to the Osher Foundation in the name of Saddleback College. The scholarships recipients shall be as determined by the Saddleback College. Pepsi shall receive recognition for the scholarships that are awarded using the Scholarship Funds.
- d. Annually and upon request, VENDOR shall provide Sustainability Sponsorship funds to be distributed to Saddleback College in the total amount of One Thousand Five Hundred & 00/100 Dollars (\$1,500). The Sustainability Sponsorship may be deposited to the Saddleback Foundation Account.
- e. Annually and upon request, VENDOR shall provide Marketing Allowance funds to be distributed to Saddleback College in the total amount of One Thousand & 00/100 Dollars (\$1,000). The Marketing Allowance may be deposited to the Saddleback Foundation Account.
- f. An Initial Support Fund in the amount of One Thousand & 00/100 Dollars (\$1,000) (Foundation for California Community Colleges Education Grant) payable to the DISTRICT within sixty (60) days of the signing of this Agreement by both parties. The Initial Support Funds may be deposited to either the Saddleback Foundation Account or to the Osher Foundation in the name of Saddleback College.
- g. Sideline Kits valued at up to One Thousand Dollars (\$1,000). VENDOR shall make these kits available to Saddleback College before September 1<sup>st</sup> each Agreement Year and may include the following items:

i.	10 gallon coolers	5 Each
ii.	7 gallon coolers	2 Each
iii.	32 ounce water bottles	1 Case
iv.	8 ounce water cups	6 Cases
v.	48 quart ice chests	3 Each
vi.	Towels	1 Case

VENDOR will confirm annually the final configuration of sideline kits with Saddleback College.

- h. A minimum of two annual appearances per Agreement Year at Saddleback College with Promotional Sampling Vehicles on dates to be agreed upon by the DISTRICT and VENDOR.
- i. As has been VENDOR's practice in responding to disaster situations, VENDOR will do whatever it can to provide water and other needed resources in the event of a disaster, including in support of emergency preparedness plans developed by our customers,

including the DISTRICT. Under normal operating conditions, VENDOR will make every effort to deliver requested water supplies as quickly as is possible. During an emergency or disaster situation, however, VENDOR's ability to deliver water supplies may be hampered by closed or damaged roadways resulting from the disaster and VENDOR's ability to manufacture and distribute bottled water may be further hampered if VENDOR's local plant and warehouse lose power for an extended period of time or are more seriously damaged by the natural disaster or other emergency event. Accordingly, VENDOR cannot be held responsible for failure to provide water supplies to any customer or location, under these circumstance or any other circumstances beyond VENDOR's control. VENDOR's commitment to use its best efforts to provide water supplies in an emergency event, will not supersede VENDOR's commitment to the safety of its employees and VENDOR will not place any employee in a situation which may jeopardize the employee's safety and well being. Notwithstanding the foregoing, if a state of emergency is declared at the local, state, or national level, VENDOR will abide by the directions of the law enforcement officials coordinating disaster relief efforts.

### ARTICLE 7 TAXES

VENDOR shall be responsible only for the remittance of taxes on the sales of Products through Vending Machines located at the Saddleback College campus. DISTRICT and College acknowledge that VENDOR is not responsible for any taxes payable, fees or other tax liability incurred by DISTRICT or College in connection with any fees payable by VENDOR under this AGREEMENT. VENDOR shall not be assessed common area maintenance fees based on its occupation of the space allocated to Vending Machines.

### ARTICLE 8 BREACH OF CONTRACT AND TERMINATION

- 8.1 If any of the material terms of this AGREEMENT are terminated, violated, prohibited, or limited during the Term of this AGREEMENT for any reason, including by way of final judicial opinion, imposition, or modification of any local, state or federal laws and/or regulations (other than by action or inaction of VENDOR), ("Affected Rights"), then VENDOR may give the DISTRICT written notice of such event and the DISTRICT shall have a thirty (30) day period within which to cure such breach. If the DISTRICT fails to cure such breach within a thirty (30) day period, VENDOR shall have the right to:
  - a.
- i. substitute other of its Products offered by VENDOR for the Products subject to such Affected Rights;
- ii. reduce VENDOR's ongoing fees including support and commissions payable hereunder to an amount equal to the then-current ongoing fees VENDOR would pay for the right to market, sell or distribute the remaining Products as a result of such Affected Rights; and

iii. recover an amount pursuant to Section 15 (a) (2) (ii) and 15 (b) below relative to the Products subject to such Affected Rights, as determined by VENDOR, or

b.

- i. terminate this AGREEMENT in its entirely; and
- ii. VENDOR shall, without prejudice to any other right or remedy available to VENDOR, obtain a reimbursement from the DISTRICT of any unearned Annual Sponsorship Fee paid by VENDOR to the DISTRICT for the AGREEMENT Year in which such termination occurs. The amount of such reimbursement shall be determined by multiplying the Annual Sponsorship Fee paid in the AGREEMENT Year during which such termination occurs by a fraction, the numerator of which is the number of months remaining in such AGREEMENT Year at the time of such termination or limitation and the denominator of which is twelve.
- 8.2 The DISTRICT may terminate this AGREEMENT for any breach of this AGREEMENT's material terms by VENDOR. The DISTRICT shall provide VENDOR with written notice of the breach and provide a thirty (30) day opportunity for VENDOR to cure such breach. If VENDOR fails to cure the breach within the thirty day period, the DISTRICT may terminate the AGREEMENT upon written notice to VENDOR. District shall return any unearned Annual Sponsorship Fee already paid, minus a pro-rated average of previous commissions due if any commission remains unpaid by VENDOR.
- 8.3 Without prejudice to any other right or remedy available to either party at law or in equity of any event described below, this AGREEMENT may be terminated by either party if:
  - a. the other party, or any parent of such other party, shall:
    - i. have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not staying, withdrawn or settled within sixty days thereafter) it is the intent of the parties hereto that the provisions of Section 365(e) (2)(A) of Title 11 of the United States Code, as amended, or any successor statue thereto, be applicable to this AGREEMENT;
    - ii. file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within sixty days thereafter); or
    - iii. admit in writing its inability to pay its debts as such debts become due.

### ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

9.1 <u>Work to Continue.</u> In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, the parties shall attempt to resolve the dispute.

- Pending resolution of the dispute, VENDOR agrees to continue to diligently perform and provide services hereunder until completion or termination of the AGREEMENT.
- 9.2 <u>Mediation Requirements</u>. All claims, disputes or controversies arising out of or relating to the PROJECT or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.

### ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1 <u>District Provided Information</u>. The DISTRICT shall provide to the VENDOR information regarding requirements for the Services, including information regarding the current equipment locations and potential future equipment locations.
- 10.2 <u>District Representative</u>. Saddleback College shall appoint a representative authorized to act on the DISTRICT's behalf. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to requests submitted by the VENDOR. Unless modified by written notice by the DISTRICT to the CONSULTANT, the DISTRICT Representative is:

### **Roxanne Metz, College Grants and Contracts Manager**

10.3 <u>Notification.</u> The DISTRICT shall give prompt written notice to the VENDOR if the DISTRICT becomes aware of any fault or defect in the equipment or services. However, the DISTRICT's failure or omission to do so shall not relieve the VENDOR of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the equipment.

### ARTICLE 11 MISCELLANEOUS

- 11.1 <u>Affirmative Action</u>. VENDOR agrees that VENDOR will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2 <u>Compliance with Applicable Laws</u>. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. VENDOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to VENDOR and VENDOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services
- 11.3 <u>VENDOR Accounting Records</u>. Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the VENDOR, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of five (5) years after the end of each Agreement Year with record to the records pertaining to such Agreement Year. During this time, VENDOR shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.

11.4 <u>Cumulative Rights; Non Waiver</u>. Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or VENDOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

### 11.5 **Definitions**

- a. <u>Agreement Year</u>. Each twelve-month period beginning with the first day of the "Term" and subsequent anniversaries thereof.
- b. **Approved Cups.** The disposable cups approved by VENDOR from time to time as its standard trademark cups and other containers approved by VENDOR from time to time and bearing the trademarks(s) or VENDOR and/or other products. In addition, VENDOR agrees that the DISTRICT shall have the right to produce limited run commemorative plastic cups reasonably acceptable to VENDOR for use at the college and that such cups shall also be considered to be Approved Cups, provided that VENDOR's trademark(s) for VENDOR shall be included on such commemorative cups. The use and size of VENDOR's trademark(s) on such commemorative cups shall be subject to the prior approval of VENDOR.
- c. <u>Beverage(s)</u>. All carbonated soft drinks and all non-carbonated, non-alcoholic beverages or soft drinks, including, but not limited to, fruit juices, fruit juice-containing drinks, and fruit-flavored drinks ("Fruit Drinks"); ready-to-drink chilled tea and coffee products; hypertonic, isotonic, hypotonic drinks (sports drinks and fluid replacements), and energy drinks and packaged carbonated and still waters (including spring, mineral or purified, liquid concentrate teas (LCT), and frozen carbonated and non-carbonated beverages (FB). Specifically excluded are non-branded coffee products, hot chocolate, tea, unflavored dairy products, alcohol, and tap water.
- d. <u>Campus.</u> The entire premises of the Saddleback College including all athletic facilities and concession stands and, for each building, the grounds, parking lots and vending areas. For the purpose of defining exclusivity, the Saddleback College Food Service locations, specifically the cafeteria located in the Student Services Building (the "Cafeteria"), are included in the definition of Campus, however, VENDOR's rights with regard to the supply of bottled and canned Beverages in the Cafeteria are non-exclusive as further defined herein. Fountain beverages served in the Cafeteria will remain exclusively VENDOR product.
- e. <u>Cases</u>. The number of cases of Packaged Products purchased by the DISTRICT from VENDOR, initially delivered in quantities of 24, 15 and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as agreed upon between VENDOR and college, from time to time.
- f. <u>College Marks</u>. The Designations (as defined below) and the college's characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols,

trademarks, all trade names, and other proprietary designations which are owned, licensed to or controlled by the DISTRICT and which relate to the college and which are in existence at the beginning of the Term or which will be created during the Term. For clarity purposes, College Marks shall include, without limitation, characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, and other proprietary designations associated with or related to all intercollegiate athletic teams associated with the college at the beginning of the Term or which will be created during the Term, if any.

- g. <u>College Year</u>. Consecutive calendar days running from July 1<sup>st</sup> of a calendar year through June 30<sup>th</sup> of the following calendar year.
- h. Competitive Products. Any and all Beverages other than Products (as defined herein).
- <u>Designations</u>. Including but not limited to: "A Proud Sponsor of Saddleback College", Official Water and Soft Drink of Saddleback College", and "Official Sponsor of Saddleback College".
- j. **Equipment**. The following types of equipment owned and operated by VENDOR and used to sell or dispense the Products: full service vending machines, retail single-serve food service equipment and fountain service equipment.
- k. <u>Facilities</u>. The entire premises of every facility owned, leased, occupied or operated by the college, now or in the future, including all buildings, the grounds, parking lots, book stores, athletic facilities and concession stands, and for each building, the ground parking lots, and vending areas. Food Service Provider locations including associated dining areas, snack bars and food carts, while included as Facilities, have been defined separately within this Agreement.
- I. <u>Food Service Provider</u>. Food Service Provider which may serve at the Facilities at any point during the Term. The DISTRICT acknowledges and agrees that this Agreement is based on the DISTRICT's current operating model/use of third party Food Service Providers and if/when such Agreement between DISTRICT and Food Service Provider expires or is terminated, and the DISTRICT enters into a new arrangement with Food Service Provider; then any such new or subsequent agreement between the DISTRICT and any Food Service Provider shall require such Food Service Provider to abide by the applicable terms set forth in this Agreement.
- m. <u>Gallons</u>. Number of gallons of the Postmix Products purchased by the DISTRICT from VENDOR.
- n. <u>Packaged Products</u>. Beverages that are distributed in pre-packaged form (i.e., Bottles & Cans). A list of VENDOR's Packaged Products is found in attached Exhibit A which may be amended upon mutual written agreement between the parties.

- o. <u>Postmix Products</u>. Beverage products used to create and dispense fountain beverages. A list of VENDOR's Postmix Products is found in attached Exhibit A which may be amended upon mutual written agreement between the parties.
- p. <u>Products.</u> Beverage products manufactured, sold and distributed by VENDOR and purchased directly from VENDOR or sold through full service vending machines owned, stocked and serviced exclusively by VENDOR and include fountain drinks in the Cafeteria.
- 11.6 <u>Employment with Public Agency</u>. VENDOR, if an employee of another public agency, agrees that VENDOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.7 <u>Full Force of Remaining Contract</u>. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 11.8 **Governing Law**. This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.9 <u>Independent Contractor</u>. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. VENDOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. VENDOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective VENDOR's employees.
- 11.10 <u>Marginal Headings; Captions.</u> The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of VENDOR and DISTRICT hereunder.
- 11.11 <u>Non-Assignment</u>. The obligations of the VENDOR pursuant to this AGREEMENT shall not be assigned by the VENDOR. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or VENDOR. The sale or transfer of a majority membership interest in VENDOR firm or the admission of new member to the VENDOR firm which causes there to be a change in majority

ownership and / or control of VENDOR firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.

- 11.12 <u>Permits/Licenses</u>. VENDOR and all VENDOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.13 <u>Notifications</u>. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.14 **Communications** between the parties shall be sent to the following addresses:

DISTRICT VENDOR
Roxanne Metz Janet Haderer

College Grants and Contracts Manager College University Key Account Manager

Saddleback College Bottling Group, LLC

Operating as Pepsi Beverages Company

28000 Marguerite Parkway 4416 N. Azusa Canyon Road Mission Viejo, CA 92692 Baldwin Park, CA 91706

Copy to:

Pepsi Beverages Company

1 Pepsi Way Somers, NY 10589 Attn: General Counsel

- 11.15 <u>Severability.</u> If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herein, but all remaining provisions will remain and continue in full force and effect.
- 11.16 <u>Entire AGREEMENT / Amendment</u>. This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and VENDOR and supersede all prior negotiations, representations or AGREEMENTs, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an AGREEMENT in writing signed by both the DISTRICT and the VENDOR.
- 11.17 <u>Binding AGREEMENT</u>. The DISTRICT and VENDOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT

### with respect to the terms of this AGREEMENT.

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

DISTRICT South Orange County Community College District	VENDOR Bottling Group, LLC d/b/a The Pepsi Bottling Group
Dr. Debra L. Fitzsimons Vice Chancellor, Business Services	Janet Haderer Education Key Account Manager
(Date)	(Date)
	(Taxpayer number)

### Exhibit A

**Product Pricing** 

See attached sheets from proposal numbered 85-87

## RETAIL EXCLUSIVE INVOICE PRICING\*

### Package & Product Pricing

**Bottle and Can Pricing** 

Pepsi will offer Saddleback College the following pricing for Bottle and Can products

		Invoice Price	Rebate per	No. of the last
Product	Unit per case	per Case <sup>⋆</sup>	Case	Per Unit
Carbonated Soft Drinks				
12 oz Can	24	\$10.71	\$1.00	\$0.44
20 oz	24	\$22.17	\$1.00	\$0.92
1 Liter	15	\$20.72		\$1.38
2 Liter	∞	\$12.96		\$1.62
Water				
20 oz Aquafina	24	\$15.04		\$0.62
20 oz Aquafina Splash	24	\$15.04	\$1.00	\$0.62
1 Liter Aquafina	15	\$13.35		\$0.89
1.5 Liter Aquafina	12	\$14.06	\$1.00	\$1.17
Non Carbonated Soft Drinks				SAME SAME
4 oz Package Gatorade	20	\$22.30	\$0.50	\$1.08
16 oz Gatorade	12	\$16.71		\$1.33
20 oz Gatorade	24	\$20.00		\$0.83
32 oz Gatorade	15	\$18.39	\$1.00	\$1.22
20 oz Gatorade Propel	24	\$25.50		\$1.06
	12	\$15.90		\$1.32
20 oz SoBe Lifewater	12	\$14.23	\$0.50	\$1.18

\* Pricing is fixed through the first year of the contract. Pepsi pricing will not exceed more than 5% annually in years 2-5.

\*\* Unit price is without rebate. Rebate is paid to the campus



## **RETAIL EXCLUSIVE INVOICE PRICING\***

### Package & Product Pricing

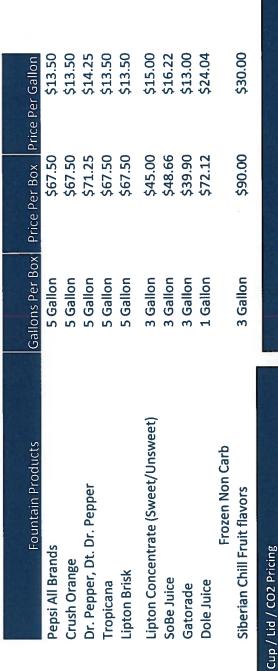
**Bottle and Can Pricing** 

Pepsi will offer Saddleback College the following pricing for Bottle and Can products

Product	Unit per case	Invoice Price per case*	Rebate per Case	Per Unit**
6.5 oz Starbucks Double Shot	12	\$20.99	\$0.50	\$1.74
15 oz Starbucks Energy Coffee	12	\$20.99	\$0.50	\$1.74
16 oz AMP Energy	12	\$20.72	\$0.50	\$1.72
15 oz Rockstar Energy	24	\$43.05	\$1.00	\$1.79
16 oz Rockstar Energy	24	\$30.77	\$1.00	\$1.28
24 oz Rockstar Energy	12	\$28.12	\$0.50	\$2.34
20 oz Lipton / Tropicana	24	\$22.17	\$1.00	\$0.92
1 Liter Lipton Brisk	15	\$20.72	\$1.00	\$1.38
13.8 oz Tazo	12	\$11.81	\$0.50	\$0.98
18.5 oz Lipton Pure Leaf Tea	12	\$15.14	\$0.50	\$1.26
9.5 oz Starbucks Frappuccino	12	\$17.00	\$0.50	\$1.41
13.7 oz Starbucks Frappuccino	12	\$23.25	\$0.50	\$1.93
14 oz Muscle Milk	12	\$31.37	\$0.50	\$2.61
15.2 oz Ocean Spray	12	\$15.14	\$0.50	\$1.26
11.2oz O.N.E Coconut Water	12	\$17.04	\$0.50	\$1.42

- Pricing is fixed through the first year of the contract. Pepsi pricing will not exceed more than 5% annually in years 2-5
  - \*\* Unit cost is without rebate. Rebate paid to campus

# FOUNTAIN EXCLUSIVE INVOICE PRICING\*



Fountain Brix Ratio			
Flavors	Ratio	Ounces Per Box	Total Finished Ounces Per Box
Sugared Flavors	5:01	049	3840
Diet Flavors	5:01	640	3840
Gatorade	5:01	384	2304
Dole Juice	4:01	384	1920

\$41.85 \$41.35 \$45.00

2000

12/16/2402

480

2000

220z\*\* 320z

**CO2** 20lb

1000

220z\*\*

Lids

480

\$49.88 \$72.02 \$53.52 \$78.00

1000 1000

Price

Per Case Units

Cups 16oz 24oz 320z

	ricing is fixed through the first year of the contract. Pepsi pricing will not exceed more than 5% annually in years 2-5. Please note that if a National Account manages the Food Services, they will be charged their National Account Pricing Compostable Cups
\$	the contract. Pepsi nanages the Food S
Tank	ough the first year of the National Account of ups
20lb	Pricing is fixed through *Please note that if a N ** Compostable Cups

\$19.45

Tank



Exhibit B –Existing Machines

Area	Туре	Serial No.	Unit	Barcode
Bookstore	Aquafina #7	126678	V630	5399600
	Pepsi #6	145175	V821	5392825
SSC	Pepsi	124367	V630	2598283
	Aquafina			
BGS	Pepsi #14	939664	V630	7718636
	Pepsi #13	145170	V821	5391673
	Aquafina	125789	V630	2597628
	Aquafina: coffee, energy drinks, gatorade			
BGS (by parking lot)	Pepsi #8	1214524	V821	7705118
	Aquafina #9	126353	V630	5399955
SM (3 <sup>rd</sup> floor)	Pepsi #16	181278	V821	5389262
	Aquafina #15	100345	V630	5399616
SM (2 <sup>nd</sup> floor)	All- BRISK Machine			
	Pepsi #18	164790	V821	5389075
Pool	Aquafina #21	1217636	V821	5399934
P.E.	Aquafina #24	177824	V821	5399954
Football field bathrooms	Aquafina #23			

Fitness Center	Aquafina #30	129120	V540	5396039
Village "quad"				
Village (26)	Aquafina #36	889044	V540	5398272
Village (10)	Aquafina #34	1204700	V821	5399664
	Pepsi #27	140921	V821	5389080
	Aquafina #26: tea & lemonade	126483	V630	5399736
	lemonade			
Baseball field				
Technology & Applied Sciences				
	Pepsi #2	131038	V630	5390403
Cafeteria				
LRC (Gaucho Canteen)	Pepsi			
	Aquafina			
	Total: 25 Machines			

ITEM: 5.11 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Saddleback College BGS Fire Repair, Architectural

Amendment No. 1, R2A Architecture

**ACTION:** Approval

### BACKGROUND

On January 27, 2014, the Board of Trustees approved a contract with R2A Architecture for the BGS Fire Repair project at Saddleback College for \$113,703. The original agreement provided for additional services if necessary.

### **STATUS**

Staff requested additional architectural and electrical design services to align the audio/visual system replacement with current standards. Staff recommends approval of this contract Amendment No. 1 (EXHIBIT A) to the BGS Fire project at Saddleback College in the amount of \$4,458 for a revised contract total equaling \$118,161.

The additional cost has been reviewed and accepted by the insurance adjuster. District staff will submit for reimbursement.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 1 (EXHIBIT A) with R2A Architecture for the BGS Fire Repair project at Saddleback College for a total fee of \$118,161.

### AMENDMENT No. 1 TO THE ARCHITECTURAL SERVICES AGREEMENT BGS FIRE REPAIR AT SADDLEBACK COLLEGE

### June 23, 2014

**THIS AMENDMENT** shall modify the original agreement dated January 28, 2014, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and R2A Architecture, 2900 Bristol Street, Suite E205, Costa Mesa, CA 92626, hereinafter referred to as "ARCHITECT".

**WHEREAS**, Article 10 of the original agreement provides that the Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT; and

**WHEREAS,** SADDLEBACK COLLEGE has requested that the DISTRICT amend the agreement to include additional architectural and electrical design services to align the audio/visual system replacement with current standards;

NOW, THEREFORE, the parties agree as follows:

Additional audio/visual system design per Troxell equipment list dated March 5, 2014 with original contract requirements applicable	\$4,458
Total	\$4,458

for a total contract amount of \$118,161.

"DISTRICT"

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

"VFNDOR"

South Orange County Community College District	R2A Architecture
By: Dr. Debra L. Fitzsimons Vice Chancellor, Business Services	By: Etienne Runge, AIA, RID, NCARB, ISPE Principal/CEO
Date:	Date:

ITEM: 5.12 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Saddleback College, Athletics Stadium Renovation Project,

Adopt Resolution No. 14-15 Authorizing Design-Build Delivery Method

**ACTION:** Approval

### BACKGROUND

On March 26, 2012, the Board of Trustees adopted a resolution authorizing the use of design-build procurement. California Education Code section 81700, *et seq.*, authorizes California community college districts to use the design-build delivery method on public works of improvement costing in excess of \$2.5 million. The District's use of the design-build delivery method shall either (1) reduce comparable costs of the projects, or (2) expedite completion of the project, or (3) provide features and benefits unavailable through the traditional design-bid-build process.

On February 24, 2014, the Board of Trustees approved an amendment to the 2011 Education and Facilities Master Plan which escalated the priority of the Athletics Stadium Renovation project for the Saddleback College campus.

### **STATUS**

Staff recommends the Board authorize the use of design-build for the Saddleback College Athletics Stadium Renovation project. California Education Code section 81702(a) requires the governing board adopt a resolution (EXHIBIT A) authorizing the use of design-build prior to entering into a design-build contract.

### **RECOMMENDATION**

The Chancellor recommends the Board of Trustees adopt Resolution No. 14-15 (EXHIBIT A) to authorize the use of design-build for the Saddleback College Athletics Stadium Renovation project.

### **RESOLUTION NO. 14-15**

### RESOLUTION OF THE BOARD OF TRUSTEES OF THE

### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AUTHORIZING DESIGN-BUILD PROCUREMENT AT SADDLEBACK COLLEGE ATHLETICS STADIUM RENOVATION PROJECT

### JUNE 23, 2014

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

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

**WHEREAS**, pursuant to California Education Code section 81702(a), the Governing Board has reviewed the guidelines developed pursuant to former Education Code section 81706; and,

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

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

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

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

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

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

**PASSED AND ADOPTED,** by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on June 23, 2014.

T.J. Prendergast, III, President	Nancy M. Padberg, Vice President
Marcia Milchiker, Clerk	William O. Jay, Member
David D. Laws Marchar	Time of the Alexander Marchan
David B. Lang, Member	Timothy Jemal, Member
James R. Wright, Member	_
	Gary L. Poertner, Chancellor
	And Secretary to the Governing Board

ITEM: 5.13 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Trustees' Requests for Attending Conferences

**ACTION:** Approval

### **BACKGROUND**

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

### **STATUS**

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

### RECOMMENDATION

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

Item Submitted By: Gary L. Poertner, Chancellor

### TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

EVENT/LOCATION	DATE(s)*	ESTIMATED COST** (per person)	TRUSTEE REQUESTED ITEM:	TRUSTEE(S) ATTENDING
CCLC – 2014 Student Trustees Workshop San Francisco, CA	8/08-8/09/14 (2)	\$1,000.00	none	

 <sup>\*</sup> The figure in parentheses is the estimated number of nights lodging
 \*\* The amount listed includes estimated airfare, lodging, meals, and other expenditures

DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Budget Amendment: Adopt Resolution No. 14-16 to

Amend FY 2013-2014 Adopted Budget

**ACTION:** Approval

### **BACKGROUND**

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

### **STATUS**

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

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

### **General Fund**

Total Increase to the General Fund	\$241,082
College Work Study at Irvine Valley College	-\$2,543
RSCCD Sub-award ICT/Digital Media at Irvine Valley College	\$8,000
RSCCD Sub-award ICT/Digital Media at Irvine Valley College	\$2,000
RSCCD Sub-award Youth Entrepreneurship Program at Irvine Valley College	\$18,500
RSCCD Sub-award Youth Entrepreneurship Program at Saddleback College	\$10,000
Child Development Training Consortium at Saddleback College	\$5,125
College	\$200,000
Work-based Learning Linkages to Professional Organizations at Irvine Valley	

Total Budget Amendment \$241,082

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 14-16 to amend the FY 2013-2014 Adopted Budget as indicated in EXHIBIT A.

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

### **GENERAL FUND**

### **RESOLUTION 14-16**

June 23, 2014

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$241,082 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:

<b>General Fund</b>		
<u>Account</u>	Income Source	<u>Amount</u>
8100	Federal Revenue	(\$2,543)
8600	State Revenue	\$243,625
		\$241,082
Account	Expenditure Description	<u>Amount</u>
1000	Academic Salaries	\$19,480
2000	Classified Salaries	\$27,457
3000	Fringe Benefits	\$8,220
4000	Books and Supplies	\$800
5000	Other Operating Expenses and Services	\$180,000
7000	Other Outgo	\$5,125
		\$241,082

BUDGET AMENDMENT GENERAL FUND RESOLUTION 14-16 June 23, 2014

STATE OF CALIFORNIA	)
COUNTY OF ORANGE	) )
Community College District Amendment and foregoing	Secretary to the Board of Trustees of South Orange County of Orange County, California, hereby certify that the Budget g Resolution in the amount of \$241,082 was duly and regularly at a regular meeting thereof held on June 23, 2014.
IN WITNESS WHE June 2014.	REOF, I have hereunto set my hand and seal this 24th day of
	Gary L. Poertner
	Secretary to the Board of Trustees

ITEM: 5.15 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Agreement for Information Technology Services, eNamix

**ACTION**: Approval

### **BACKGROUND**

SOCCCD is in the process of implementing the Workday Human Resources and Financial systems. In order to properly implement the project per Workday specifications, testing lead services are required for the remainder of the project.

### **STATUS**

The Workday project team is proposing that eNamix provide professional software testing/quality assurance engineering services to fulfill the testing lead services for the project.

The professional fees for these services will be based on time spent at a rate of \$100 per hour in an amount not to exceed \$207,960.

Funding for these information technology services are provided by the approved basic aid funding allocated to the Workday implementation project.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the agreement with eNamix (EXHIBIT A) for an amount not to exceed \$207,960, for the term of July 1, 2014 through June 30, 2015.

#### INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 24th day of June, 2014 between: Requisition No. RQ15-00577

South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, California 92692-3635 Telephone (949) 582-4664

hereinafter called DISTRICT, and

(Name of Contractor): eNamix, Inc.

(Street Address): 15707 Rockfield Blvd., Suite 150

(City, State, Zip Code): Irvine, CA 92618 (Telephone #): 949-502-4210

hereinafter called CONTRACTOR.

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an independent contractor specially trained to perform special services required; and

WHEREAS, the CONTRACTOR is specially trained and experienced and competent to perform the special services pursuant to this agreement.

The parties agree as follows:

1. The period of this Agreement shall be effective from 07/01/2014 to 06/30/2015 and may be modified by mutual agreement of the parties. The DISTRICT shall have the discretion to terminate this contract by providing CONTRACTOR 30 days prior written notice.

The CONTRACTOR shall, at times and places designated by it and acceptable to the DISTRICT perform the following services:

Consultant will provide professional software testing/quality assurance engineering services to fulfill the testing lead services for the Human Resources and Financial Systems Workday Implementation project.

- 2. The DISTRICT shall pay the CONTRACTOR \$100.00 per hour, not to exceed \$207,960.00. The DISTRICT will not pay expenses. Upon completion of the services provided for hereof and upon a signed semi-monthly invoice acceptable to the DISTRICT and approved by IT Director Jim Phaneuf, payment will be made on a semi-monthly basis.
- 3. The DISTRICT shall not be liable to the CONTRACTOR for personal injury or property damage sustained by him/her in the performance of this contract, whether caused by himself/herself, the DISTRICT, its officers, agents or employees, or by any third party. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever.
- 4. While performing service hereunder, the CONTRACTOR is an independent contractor and not an officer, agent or employee of the South Orange County Community College District inclusive of Saddleback College and Irvine Valley College.
- 5. Neither party shall assign this Agreement or any part thereof without the written consent of the other party.

WITNESS the parties hereto the day and year first above written:

Contractor	South Orange County Community College District
Signature:	Signature:
Ву:	By: Dr. Debra L. Fitzsimons
Title:	Title: Vice Chancellor, Business Services
Date:	Date:
Contact Person: John Jeltema, 949-502-4210	District Contact Person: Jim Phaneuf, 949-582-4332

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.16 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Contract for Business Analysis and Project Management

Services, I3 Solutions

ACTION: Approval

## **BACKGROUND**

The District is in need of expertise in the area of project management to support IT projects from July 2014 through June 2015. I3 Solutions provides these services and is familiar with SOCCCD's infrastructure projects and development efforts.

## **STATUS**

District IT recommends that I3 Solutions assist in the analysis and project management of the network refresh and network security basic aid projects. I3 Solutions will also assist with SIS project management for infrastructure-related projects. The professional fees for these services will be based on time spent at a rate of \$55 per hour not to exceed \$118,800.

Funding for these analysis and project management services is subject to approval of the FY 2014-2015 basic aid allocation for technology projects at the June 2014 board meeting.

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the agreement for professional services with I3 Solutions, EXHIBIT A, for an amount not to exceed \$118,800.

Item Submitted by: Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services

#### INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

This Agreement is made and entered into this 23<sup>rd</sup> day of June, 2014 between:

South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, California 92692-3635 Telephone (949) 582-4664

hereinafter called DISTRICT, and

RO15--00382

**EXHIBIT A** 

(Name of Consultant): I3 Solutions

(Street Address): **2777 Alton Pkwy Unit 243** (City, State, Zip Code): **Irvine, California 92606** 

(Telephone #): **949-400-9065** 

#### hereinafter called CONSULTANT.

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an independent contractor specially trained to perform special services required; and WHEREAS, the CONSULTANT is specially trained and experienced and competent to perform the special consultant services pursuant to this agreement.

The parties agree as follows:

- 1. The period of this Agreement shall be effective July 01, 2014, ongoing and may be modified by mutual agreement of the parties. The DISTRICT shall have the discretion to terminate this contract by providing CONSULTANT 30 days prior written notice.
- 2. The CONSULTANT shall, at times and places designated by it and acceptable to the DISTRICT perform the following services: Perform analysis and project management of the Network Refresh and Network Security projects. Additional work will be performed assisting with SIS and performing project management for infrastructure projects. Participate in design teams for upcoming projects.
- 3. The DISTRICT shall pay the CONSULTANT \$55.00 an hour, not to exceed \$118,800, including expenses and for services specified above. The total contract amount is \$118,800. Upon submission of invoices for services provided and acceptable to the DISTRICT and approved by IT Directors Jim Gaston, Jeff Dorsz or Jim Phaneuf, payment will be made.
- 4. The DISTRICT shall defend, indemnify and hold CONSULTANT, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, agents, or employees. Liability shall not exceed \$1,000,000.00.
  - The CONSULTANT shall defend, indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONSULTANT, its officers, agents, or employees. Liability shall not exceed \$1,000,000.00.

**South Orange County Community College District** 

- 5. While performing service hereunder, the CONSULTANT is an independent contractor and not an officer, agent or employee of the South Orange County Community College District inclusive of Saddleback College and Irvine Valley College.
- 6. Neither party shall assign this Agreement or any part thereof without the written consent of the other party.

WITNESS the parties hereto the day and year first above written:

Consultant

Signature:	Signature:
By: Iden Sadeghieh	By: Dr. Debra Fitzsimons
Title: Consultant	Title: Vice Chancellor of Business Services
Date:	Date:
Contact Person: Iden Sadeghieh 949-400-9065	District Contact Person: <b>Jeff Dorsz 949-582-4308</b>
G	

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.17 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Architectural Services Pool

**ACTION:** Approval

#### **BACKGROUND**

District Services, Saddleback College, and Irvine Valley College employ architectural firms at various times for capital improvement and deferred maintenance projects. The district selects professional services on demonstrated competence and professional qualifications necessary for satisfactory performance.

#### **STATUS**

On March 28 and April 4, 2014, SOCCCD ran a newspaper advertisement for consideration of an Architectural Services Pool. Additional marketing efforts included placing a copy of the "Requests for Qualifications and Proposals" (RFQ & P) on the District's website.

On April 24, 2014, thirty-three proposals (EXHIBIT A) were received and members of District Services and both college facilities departments joined as a selection committee to evaluate the submittals for the pool and the proposals. Twelve firms are recommended for the pool as follows:

- DLR Group, Santa Monica, CA, Kaveh Amirdelfan
- Dougherty + Dougherty Architects LLP, Costa Mesa, CA, Brian Paul Dougherty
- Flewelling & Moody, Los Angeles, CA, Scott Gaudineer
- gkkworks, Irvine, CA, Edward M. Holakiewicz
- HMC Architects, Ontario, CA, Jim Wurst
- HPI Architecture, Newport Beach, CA, Lawrence P. Frapwell
- IBI Group, Irvine, CA, Dave Cartnal
- LPA, Irvine, CA, Steve Flanagan
- MVE Institutional, Inc., Santa Ana, CA, Robert Simons
- R2A Architecture, Costa Mesa, CA, Etienne Runge
- STV Incorporated, Irvine, CA, Rob Barthelman
- tBP/Architecture, Newport Beach, CA, Gary P. Moon

When the District contemplates future architectural services, the competitive process will continue with a project specific "Requests for Proposals".

There is no obligation to draw services from the pool and no prohibition to selecting services outside the pool for a specific project if it is considered in the best interest of the District.

#### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the twelve firms listed above (EXHIBIT A) for a pool from which to draw architectural services for no greater than a five year period.

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

# **BID NO. 316D**

# **Proposals Submitted for RFQ for Architectural Services Pool**

COMPANY NAME	CITY	SUBMITTOR'S NAME
Architects Mosher Drew	San Diego, CA	William Magnuson
BakerNowicki Design Studio	San Diego, CA	Richard Nowicki
Berliner and Associates Architecture	Culver City, CA	Richard Berliner
Brooks + Scarpa Architects	Los Angeles, CA	Lawrence Scarpa
*DLR Group	Santa Monica, CA	Kaveh Amirdelfan
*Dougherty + Dougherty Architects LLP	Costa Mesa, CA	Brian Paul Dougherty
*Flewelling & Moody	Los Angeles, CA	Scott Gaudineer
Gensler	Los Angeles, CA	Robert Jernigan
*gkkworks	Irvine, CA	Edward Holakiewicz
Gonzalez Goodale Architects	Pasadena, CA	Armando L. Gonzalez
Harley Ellis Devereaux	Los Angeles, CA	Brent Miller
Hammel, Green And Abrahamson, Inc.	Santa Monica, CA	James Matson
*HMC Architects	Ontario, CA	Jim Wurst
*HPI Architecture	Newport Beach, CA	Lawrence P. Frapwell
Huitt-Zollars, Inc.	Irvine, CA	Tim Felchlin

*IBI Group	Irvine, CA	Dave Cartnal
Johnson Favaro, LLP	Culver City, CA	Jim Favaro
Lewis Schoeplein Architects	Los Angeles, CA	Toni Lewis
Lionakis	Newport Beach, CA	David P. Younger
*LPA	Irvine, CA	Steve Flanagan
*MVE Institutional, Inc.	Santa Ana, CA	Robert Simons
MYNG Architects	Santa Monica, CA	Wai-Ming Chow
NAC, Inc.	Los Angeles, CA	Helena L. Jubany
NTD Architecture	Newport Beach, CA	Leigh Anne Jones
Perkins + Will	Los Angeles, CA	Carl Meyer
*R <sup>2</sup> A Architecture	Costa Mesa, CA	Etienne Runge
Sillman Wright Architects	San Diego, CA	Larry Sillman
SmithGroupJJR	Los Angeles, CA	Mark McVay
Steinberg Architects	Los Angeles, CA	Bob Lavey
*STV Incorporated	Irvine, CA	Rob Barthelman
*tBP/Architecture	Newport Beach, CA	Gary P. Moon
Westgroup Designs	Irvine, CA	Sima Hassani
WLC Architects, Inc.	Rancho Cucamonga, CA	Mark Graham

<sup>\*</sup>Top twelve firms recommended for the Pool

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM:

ITEM: 5.18 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: First Year Bid Renewal, Bid No. 305D, Janitorial Supplies

**ACTION:** Approval

#### **BACKGROUND**

South Orange County Community College District invites bids for anticipated janitorial supplies which are purchased annually in bulk to secure volume discounts. Items are bid separately and each vendor may bid on any and all items.

On July 22, 2013, the Board of Trustees approved award Bid No. 305D, Janitorial Supplies, for the 2013-2014 fiscal year to the vendors listed (EXHIBIT A) with an option of two, one-year renewal periods.

## **STATUS**

Saddleback College and Irvine Valley College requested the district exercise the option to renew the janitorial supplies bid for the first of the two one-year extensions, beginning July 1, 2014 and ending June 30, 2015, with an annual amount not to exceed \$129,174.10. The original agreement is available for review in the district purchasing department.

Funds are available in each of the colleges' general funds.

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the first of the two, one-year renewal periods for Bid No. 305D, Janitorial Supplies, for the 2014-2015 fiscal year for a total amount not to exceed \$129,174.10, to the listed vendors (EXHIBIT A).

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

# BID NO. 305D FIRST YEAR RENEWAL JANITORIAL SUPPLIES SOCCCD

<u>VENDORS</u>	<b>PRODUCT</b>	<b>AMOUNT</b>
Blake's Janitorial Supplies Fullerton, CA	<b>Dust cloths</b>	166.32
P & R Paper Supply Redlands, CA	Can liners, toilet cleaner	193.54
Pioneer Chemical Gardena, CA	Vacuum Bags	129.60
Pyramid School Products Tampa, FL	Erasers, toilet bowl mops, etc.	294.11
Star Maintenance Supply San Gabriel, CA	Floor mats, cleaning rags, brooms, etc.	574.17
Hillyard Floor Care Supply Los Angeles, CA	Multipurpose cleaners	1,564.95
Empire Cleaning Supplies Los Angeles, CA	Wet mop clean water system, etc.	1,108.78
Gorm, Inc Ontario, CA	Restroom Signs, mops, utility cans, etc.	4,055.16
Continental Chemical & Sanitary Supply Anaheim, CA	Mops, toilet seat covers, etc.	6,023.75
Champion Chemical Co. Whittier, CA	Floor cleaner & sealer, etc.	5,479.38
Unipak Corporation Brooklyn, NY	Gloves	8,996.40

Waxie Sanitary Supply Santa Ana, CA	Toilet paper, spray bottles, liquid soap, etc.	15,250.27
Sumu 1311u, 611		10,200121
Gale Supply Company	Gloves, roll towels,	
Los Angeles, CA	toilet paper, etc.	17,773.59
	Grout cleaner, can	
Unisource Worldwide, Inc.	liners, floor cleaner,	
La Palma, CA	etc.	67,564.08
GRAND TOTAL		\$129,174.10

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.19 DATE: 6/23/14

**TO:** Board of Trustees

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

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

**ACTION:** Approval

#### **BACKGROUND**

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

#### **STATUS**

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

## **RECOMMENDATION**

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

# DONATIONS June 23, 2014

# **SADDLEBACK COLLEGE**

Gift	Donated By:
Auto Parts	Mercedes Benz of Laguna Niguel
Auto Shop Equipment	Hyundai Motor America
Raw Rocks	James Green
Music Textbooks	Susan Talevich
Purse, Backpack and Jewelry	Susan Akana
Music CD's	Susan Talevich
Books	Kathleen Lynch
Camera bag and supplies	Harry Dismuke
Automotive System Trainer	Hyundai Motor America

# **IRVINE VALLEY COLLEGE**

Gift	Donated By:
Used Books	Carol Sokolov

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 5.20

DATE: 6/23/14

**TO:** Board of Trustees

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

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

**ACTION:** Approval

#### BACKGROUND

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

## STATUS

Purchase orders numbered P14-04140 through P14-04444 amounting to \$3,494,404.67 and P15-00062 through P15-00143 amounting to \$1,027,865.19 are submitted to the Board of Trustees for approval. Confirming requisitions dated April 30, 2014 through June 3, 2014 totaling \$72,185.42 are also submitted.

## **RECOMMENDATION**

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

## **Board Report**

PO	Mandar Nama		Bassistan	Accoun
Number P14-04140	Vendor Name DIVERSIFIED BUSINESS	Loc	Promotional pens, bags, usb drives	7 700 31
F 14-04 140	SERVICES		Liouinneus haus' pañs' nzo dusas	7,709.32
P14-04141	ISLAND PROMOTIONAL PRODUCTS AD VERTISING SPECIALTIES		Survival kits	2,092.37
P14-04142	MONTGOMERY HARDWARE		Repair PAC door unisex restroom	984.00
P14-04143	RICHARD WHITMARK DBA RANCHO VI EJO GLASS		Repair B210 window	390,69
P14-04144	DIV. OF THE STATE ARCHITECT ST ATE OF CALIFORNIA		BGS FIRE dsa plan check fees	6,570.00
P14-04145	SHARON LANDIS		FKCE wkshp trainer	180.00
P14-04146	KARLA VIVIANA MARTINEZ		FKCE witchp panelist	35,00
214-04147	JOEL VAN GINKEL		FKCE wkshp panelist	35.00
P14-04148	ROBERT WADDINGTON		FKCED wkshp trainer	180.00
714-04149	JODY WALLACE		FKCE wkshp co-trainer	830.00
P14-04150	CORPORATE BUSINESS INTERIORS		Replace desk in SSC 166 for new MAP lab	27,072.63
P14-04151	DISCOUNT SCHOOL SUPPLY SALES D EPARTMENT		Commercial strollers	1,378.90
P14-04152	SIGNATURE CELEBRATIONS		Scholarship Ceremony-balloons	475.20
P14-04153	MISSION VIEJO FLORIST		Scholarship ceremony-flowers	323.2
214-04154	AVALON TENT & PARTY		Scholarship ceremony-table/linens/chairs	1,815.28
14-04155	FLAG SYSTEMS, INC.		Scholarship ceremony-A/V	2,850.00
14-04156	CHRIS WHITE		FKCE wkshp monitor	105.00
P14-04157	DIVERSIFIED BUSINESS SERVICES		T-shirts	999.06
P14-04158	CAROLINA BIOLOGICAL SUPPLY	•	Skeletons for student check out at Library	1,769.90
P14-04159	DIVERSIFIED BUSINESS SERVICES	•	Banquet awards	101.00
P14-04160	ARCHITECTURAL DOORS, INC.		HVAC supply for LRC	182.44
14-04181	H2 ENVIRONMENTAL CONSULTING S ERVICES, INC.		Indoor air quality assessment - SM 245	1,150.00
14-04162	SPORTS FACILITIES GROUP, INC.		Gym- basketball backstop structures replace/svcs	3,735.00
14-04163	BOUNDLESS NETWORK		Pens and lanyards	948.72
14-04164	DIVERSIFIED BUSINESS SERVICES		Polos student ambassadors	1,065.08
714-04165	DIVERSIFIED BUSINESS SERVICES		Student ambassador blazera	2,188.68
14-04166	DIVERSIFIED BUSINESS SERVICES		Promotional backpacks	4,058.08
14-04187	FLAG SYSTEMS, INC.		Commencement day sound check	3,900.00
14-04168	MISSION VIEJO FLORIST		Commencement flowers	599.40
14-04169	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT		Commencement assistance	600,00
14-04170	MICROVENTION, INC. ATTN: JOSEP H NIX/PEGGY MAGGIO	•	ETP samings	3,240.00
14-04171	CAL BUILDING SYSTEMS		Replace fire system monitor in M100	1,754.26
14-04172	LANAIR GROUP LLC	•	Dell 10GB switches 5yr support	19,466.92
14-04173	SAN CLEMENTE ART SUPPLY		Mil dizwing gum	621.00

and that payment be authorized upon delivery and acceptance of the items ordered.

## **Board Report**

PO				Accou
Number 214-04174	Vendor Name ORANGE COUNTY REGISTER	Loc	Description	Amou
- 14-04 1/4	ORANGE COURT TRESISTER		Bid 315D rfq&p for blueprint scanning srvcs	1,158.0
214-04175	ALLSTEEL, INC. C/O CORP.		IT project room furniture	3,093.2
	BUSIN ESS INTERIORS			_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
14-04176	CDW-G COMPUTER CENTERS	•	Scanners for EOPS	4,117.1
14-04177	QUALITY OFFICE FURNISHINGS		Furniture to refurbish DSPS testing center	6,043.
14-04178	PLAN NET CONSULTING, INC.		District-wide fiber cabling costint srvcs	61,500.0
14-04179	HOUGHTON MIFFLIN HARCOURT		Start it up pa (zest) books	810,
14-04180	JOHN T. CASAGRANDE JTC CONSULT ING		EOPS system consultant	2,000.0
14-04181	HOME DEPOT MISSION VIEJO STORE #814		Astronomy instructional supplies	350.6
14-04182	BOUNDLESS NETWORK		Tumblers	748.8
14-04183	FONTIS SOLUTIONS div of IMAGE DISTRIBUTION SERV		USB flash drives	1,547.1
14-04184	FONTIS SOLUTIONS div of IMAGE DISTRIBUTION SERV		Imprinted pens	1,690.2
14-04185	ANGELICA R. ZIKOOR		FKCE wkshp trainer	180.0
14-04186	JOSTEN'S		Rental regalia for IVC commencement	351.6
14-04187	BOUNDLESS NETWORK		Padfollos	1,731.
14-04188	SALSBURY INDUSTRIES		Honors mail box	614.
14-04189	SIGNATURE CELEBRATIONS		Commencement balloons	2,154.
14-04190	A-1 AWARDS		Commencement plaques	897.
14-04191	SOURCE GRAPHICS	•	Pigments, banner vinyl, matte	1,778.
14-04192	DIVERSIFIED BUSINESS SERVICES		Promotional lip balm	4,755.
14-04193	MAIN GRAPHICS		Brochures	1,891.
14-04194	DIVERSIFIED BUSINESS SERVICES		Padfolios	2,542.
14-04195	DIVERSIFIED BUSINESS SERVICES		Promotional highlighters	5,046.
14-04196	DIVERSIFIED BUSINESS SERVICES		Pana	1,373.
14-04197	DIVERSIFIED BUSINESS SERVICES		Pendis	1,103.
14-04198	DIVERSIFIED BUSINESS SERVICES		Pens	2,838.4
14-04199	ASSET SYSTEMS INC		DW asset tracking basic aid project	43,807.8
14-04200	DECKER EQUIPMENT		FMO supplies, brackets, latches	1,169.0
14-04201	ASSESSMENT TECHNOLOGIES INSTITUTE, LLC		Nursing scholarships - test review course	11,375.0
4-04202	OFFICE MAX A BOISE COMPANY	•	Card scanner	139.3
4-04203	BOUNDLESS NETWORK		T-shirts	699.2
4-04204	LIGHTING SUPPLY, INC.		Electrical supplies	4,325.4
4-04205	CA DEPT OF GENERAL SERVICES IN FORMATION SERVICES		TAS swing space dsa plan check fees	48,910.0
4-04206	IRVINE VALLEY COLLEGE BOOKSTOR E		Commencement 2014 FT regalle	409.5
4-04207	3D RAPID PROTOTYPING INC.		3D printer supplies	1,488.2
4-04208	W. W. GRAINGER	IVC Life Sci	LST instructional equip, utility cart	462.3
4-04209	INTERNATIONAL E-Z UP, INC.		Canopy	270.2
4-04210	CROWN FENCE		Install a pedestrian gate-practice fid	2,371.0
e preceding l	Purchasa Orders have been Issued in acc	ordance with the Di	istrict's Purchasing Policy and ESCAP	E ONLIN

001 - South Orange County Community College District

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#### **Board Report**

PO				Accoun
Number	Vendor Name	Loc	Description	Amoun
P14-04211	CHRISTY WHITE ASSOCIATES		Contract professional services	123,600.00
P14-04212	UNITED RENTALS		Renting trencher for east practice field	1,200.00
P14-04213	WELLS FARGO #3317 (DISTRICT)	•	Games for instructional use	337.50
P14-04214	SIMS TREE HEALTH SPEC., INC.		Tree assessment	655,00
P14-04215	BOUNDLESS NETWORK		Stylus pens	4,358.00
P14-04216	TECHNICAL SAFETY SERVICES, INC		MSE division - annual hood testing	4,250.00
P14-04217	U.S. POSTAL SERVICE MISSION VI EJO POST OFFICE		Funds for bulk mall	5,000.00
P14-04218	HP CORPORATE HEADQUARTERS		CPU's for HS Computer Lab	31,945.88
P14-04219	SCANNX INC		Scannex book scan center for student use	5,389.20
P14-04220	CDW-G COMPUTER CENTERS	•	Printer for DSPS	329.56
P14-04221	DAKTRONICS		Marquee repair	1,485.00
P14-04222	HP CORPORATE HEADQUARTERS		Computers & notebook for CalWORKs program	4,543.85
P14-04223	CDW-G COMPUTER CENTERS	•	Upgrade for ATEP Mac Pros	5,319.27
P14-04224	CDW-G COMPUTER CENTERS		Head sets for VP's office	1,509.97
P14-04225	ELITE SHEET METAL INC		Repair gutter system for painting/window work	3,659.00
P14-04228	B & H PHOTO	Bidg W/Com Arts	Tripods	989.02
P14-04227	DISPLAYS 2GO ATTN: ACCOUNTS RE CEIVABLE		Poster frame 22x28	1,187.05
P14-04228	TRIARCH INC.	IVC Life Sci	Bio class # increase, tissues, mustles	715.39
P14-04229	SHAHEEN SHEIK-SADHAL		Keynote speaker	500.00
P14-04230	PALOMA PALLANTE		Commencement singer day of check	100.00
P14-04231	MATTERHACKERS	•	3D printer supplies	800.00
P14-04232	BIO-RAD LABORATORIES, INC. LIF E SCIENCE GROUP	IVC Life Sci	LST instructional equip, rocking platform	900,92
P14-04233	REED-DIRECT.COM	IVC Life Sci	IVC LST instructional equipment	2,974.16
214-04234	AMERICAN RED CROSS ORANGE COUNTY CHAPTER		ARC certification cards for Facilities	254.00
P14-04235	LEARNING BY DESIGN		Svcs related to strategic plan	4,625.00
P14-04236	UNITED INTERIORS		install chairs in LRC-102 & 103	1,053.00
214-04237	JULIE KIRK	•	Reimbursement instructional supplies	300.00
P14-04238	PATRICIA BECKMAN IRVINE VALLEY COLLEGE		Reimbursement (or instructional supplies	85.00
P14-04239	CHRISTY DRUCKREY		FKCE wkshp monitor	105.00
214-04240	WELLS FARGO #3317		Windows 8 for Dummies	19.78
P14-04241	E READ & ASSOCIATES INC		Jurisdictional delineation report/storm drain	1,670.00
P14-04242	SO. ORANGE CO. COMM. COL.DIST		2013-2014 EOPS grants to eligible students	369.00
214-04243	PRACTISING LAW INSTITUTE	•	Books	1,359.30
914-04244	CONSOLIDATED ELECTRICAL DIST.		Electricity/constr Instruct. equip	9,068.00
P14-04245	APPLE COMPUTER, INC. ATTN: HIE d SALES SUPPORT	•	iPad Air for Tod Burnett	997.32
P14-04246	SADDLEBACK BOOKSTORE - #296 FO LLETT HIGHER EDUCATION GROUP		Caps & gowns for EOPS eligible students	712.80

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

ESCAPE ONLINE
Page 3 of 9

#### **Board Report**

PO				Accoun
Number	Vendor Name	Loc	Description	Amoun
P14-04247	CA DEPT OF CONSUMER AFFAIRS		Automotive repair data CD	235.00
P14-04248	TECTA AMERICA SOUTHERN CALIFOR NIA. INC.		Repair roof in T building	1,880.00
P14-04249	SCOTT JOHNSON		Contract services theatre tech	2,000.00
P14-04250	TONI HELMS		Contracted musician	250.00
P14-04251	VITAL LINK EDUCATION AND BUS INESS CONSORTIUM	•	Vital Link contract	2,500.00
P14-04252	SCOTT WELLS	•	Guest speaker	500.00
P14-04253	DANA HUFF	•	Contract services Dance 65	1,500.00
P14-04254	ALLSTEEL, INC. C/O QUALITY OFF ICE FURNISHINGS		Furniture to refurbish DSPS testing center	11,409.78
P14-04255	VITAL LINK EDUCATION AND BUS INESS CONSORTIUM	•	STEM and aris showcase participation	30.00
P14-04258	RYONET CALIFORNIA		Accurip software, black max full set.	696.60
P14-04257	BOUNDLESS NETWORK		Hot and cold tumbiers	869.24
214-04258	QUEZADA PRO LANDSCAPE, INC.		Ficus tree down at ATEP	700.00
14-04259	CAL BUILDING SYSTEMS		Clearing panic buttons / fire panel system	360.00
P14-04250	DIVERSIFIED BUSINESS SERVICES		Pens	1,426.20
P14-04261	INTERNATIONAL E-Z UP, INC.		Canopies	2,904.00
14-04262	DICK BLICK COMPANY		Drawing pens and sketchers pads	212.63
14-04263	ANGELICA R. ZIKOOR		FKCE wkshp monitor	280.00
14-04264	SHOUTEM INC		Mobile app hosting	1,905.12
14-04265	DELL MARKETING		Tablet for FN dept, chair	B33.19
14-04268	IRVINE UNIFIED SCHOOL DIST. AT TN: P.GRAHAM, ACCOUNTING		CTE allocation	200.00
14-04267	FISHER SCIENTIFIC	IVC Life Sci	Blo class # Increase, beakers, pippels	4,782.30
14-04268	KR WOLFE INC.		Installation of projectors	6,354,68
14-04269	MARKERTEK VIDEO SUPPLY 1 TOWER DRIVE	Bidg W/Com Arts	Mic stands for studio	218.37
14-04270	ALL-PRO COMMUNICATION TECHNOLO GIES INC		Cabling and workstation set up	5,522.97
14-04271	DOW DIVERSIFIED		Design portion of \$400 cabinet rework	2,400.00
14-04272	HP CORPORATE HEADQUARTERS		Computers	92,791.29
14-04273	VWR	IVC Life Sci	LST instructional equip, shakers, pippetors	7,954.34
14-04274	ACOUSTICAL SURFACES INC		Noise dampening for village 4 server cage	5,236.68
14-04275	ACADEMIC MARKETING SERVICES		Career Focus postage	8,599.90
14-04276	SAN CLEMENTE CHAMBER OF COMMER CE		Membership balance	199.00
14-04277	STRATASYS INC	•	Service/repairs for Eden 250 3D printer	6,195.00
14-04278	TRL SYSTEMS, INC.	Y	Code Blue phone replacement	26,908.44
14-04279	SARS SOFTWARE PRODUCTS, INC.	•	SARS messaging	7,685.00
14-04280	COMPUTER CO-OP		Repairs to Photo printers	503.33
14-04281	REFRIGERATION UNLIMTED, INC		Digital thermometer for walk-in freezer	838.10
14-04282	APPLE COMPUTER, INC. ATTN: HIE d SALES SUPPORT		Laptops	6,334.60

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

ESCAPE ONLINE
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## **Board Report**

PO				Accoun
Number	Vendor Name	Loc	Description	Amount
P14-04283	TROXELL COMMUNICATIONS, INC.		Instructional supplies - projector	1,242.00
P14-04284	BOSE CORPORATION CFDT 236		Equipment for Emeritus classes	589.07
P14-04285	SEHI PROCOMP COMPUTER PRODUCTS		HP leserjet pro 400 M401DNE printer	716.84
P14-04286	EMBROIDME OF IRVINE		Embroidery	151,20
P14-04287	В & Н РНОТО		Quadcopter with gopro camera	726.25
P14-04268	SMART LEVELS MEDIA		FY13/14 SCLO Summer mailers	1,127,52
P14-04289	INTERNATIONAL E-Z UP, INC.		Canopy with sidewalls	1,329.55
P14-04290	XPEDX		Paper	151.61
P14-04291	MILLENNIUM BUSINESS		Window envelopes	247.32
	SERVICES M arty Cohn		•	
P14-04292	ACADEMIC IMPRESSIONS		Academic Impressions SLO Webinar for SLO TF	892,50
P14-04293	MARINE DEPOT	IVC Life Sci	Replace a damaged equarium.	512.00
P14-04294	SADDLEBACK BOOKSTORE -		Faculty commencement garb order 2014	854,28
	#298 FO LLETT HIGHER			
	EDUCATION GROUP			
P14-04295	FISHER SCIENTIFIC		NMR Spectrometer	30,592.55
P14-04296	BOUNDLESS NETWORK		USB car chargers , mobile device pockets, promo	678.01
214-04297	APPLE COMPUTER, INC. ATTN: HIE d SALES SUPPORT		iPad for Interior Design	682,32
P14-04298	ORANGE COUNTY REGISTER		Bid no. 2018 health sciences wet seal project	2,150.00
214-04299	HIGHMARK		Chairs for LRC-102 & 103	18,134.63
214-04300	FLASHDEALER LLC		1gb usb drives	996.30
214-04301	SPORTS FACILITIES GROUP, INC.		Bleacher repair / section inoperable	2,145.00
P14-04302	TANGRAM INTERIORS		Labor for warranty repair	100.00
214-04303	POSTMASTER		Postage for Summer 2014 SCLO mailer	559.29
14-04304	ART SUPPLY WAREHOUSE	•	Art supplies for DMP design class	400.00
P14-04305	ORANGE COUNTY REGISTER		Bid 2017 4/10, 4/17/2014	1,190.00
14-04306	CDW-G COMPUTER CENTERS		Scanner for Liz Cipres	501.97
214-04307	WEST COAST LIGHTS & SIRENS,	•	Lights and wiring for Chevy Tahoe	5,044.57
14-04308	SEHI PROCOMP COMPUTER PRODUCTS		Desktop printer	1,002.83
14-04309	SEHI PROCOMP COMPUTER PRODUCTS		Computer monitor	231.40
214-04310	SEHI PROCOMP COMPUTER PRODUCTS		Printer	724.91
214-04311	COLLEGE SOURCE, INC.		Transfer renewal software	7,129.00
14-04312	CALIFORNIA STAGE/LIGHTING,		Commencement pipe & drape	737.00
14-04313	HUMANSCALE C/O UNITED INTERIOR S		Ergonomic request for equipment modification	541.00
14-04314	FISHER SCIENTIFIC		Filters, rods, gloves, tubing, misc supplies	3,607.73
14-04315	WESTWIND SAILING, LLC		Capri saliboat rental for Spring 2014	448.00
14-04316	HOPPER EQUIPMENT & SUPPLY		Machina shop equip, springs,	732.96
14-04317	SPORTS FIELD INSTALLATION		brushes,etc Replace sod in east practice field	51,543.00

001 - South Orange County Community College District

Generaled for Nancy Hulse (NHULSE), Jun 4 2014 B:20AM

## **Board Report**

PO				Accou
Number	Vendor Name	Loc	Description	Amou
14-04318	OC SHERIFF'S DEPARTMENT COMMUNICATIONS & TECH. DIV.		Dispatch upgrade	314.
14-04319	VWR		Filters, rods, gloves, tubing, misc supplies	4,300.
14-04320	COAST FITNESS REPAIR SHOP		Life fit. centr. and weight room equipment repair	1,838.8
14-04321	DELL MARKETING		Dell laptop computer	1,277.3
14-04322	B & H PHOTO		Photo memory cards/card readers	427.4
14-04323	SAPPHIRE CATERING	·	Commencement catering	4.864.8
14-04324	BATTERY SYSTEMS OF ANAHEIM		Batteries to maintain Chariot	672.
			Autoscrubber	
14-04325	ORANGE COUNTY REGISTER		Bid 2016 4/19, 4/26/2014	1,082.6
14-04326	GALETON		Goggles, respirators	420.3
14-04327	COUNCIL FOR RESOURCE DEVELOP.	•	CRD webiner series	375.0
14-04328	COLLEGE BOARD CUES SOFTWARE SE RVICES		NetPartner add on for PowerFAIDS	59,846.0
14-04329	CERAMIC SERVICES INC		Replacement kilns for Art	21,575.
14-04330	APPLE COMPUTER, INC. ATTN: HIE d SALES SUPPORT		HR/Financial software Implementation	417.
14-04331	CDW-G COMPUTER CENTERS	•	Printer for Health & Wellness Center	564.
4-04332	CREATION ENGINE, INC.		Sketchup pro 2014	930.
4-04333	CDW-G COMPUTER CENTERS		Replacement laptop for Board member	1,964,
4-04334	HP CORPORATE HEADQUARTERS	•	HP elitebook laptop	1,980.
4-04335	ACADEMIC MARKETING SERVICES		Career Focus printing	28,282.
4-04336	HOFFMAN SOUTHWEST CORP. ROTO-R OOTER SERV. & PLUMBING		Hook up water for construction trailors	1,850.
4-04337	CDW-G COMPUTER CENTERS	. =	Headset for Tech Servs	673.
4-04338	G/M BUSINESS INTERIORS		Table repair	98.
4-04339	EDUCATION FOR SUCCESSFUL PAREN TING		FKCE wkshp trainer	225.
4-04340	GUISELLE SCOTT		FKCE wkshp cotrainer	630.6
4-04341	DEVON BRADLEY	IVC Life Sci	Reimburse for Spring '14 supplies	900.
4-04342	J-2 TOWING & TRANSPORT		Dispose of container	500.
4-04343	SAFELITE AUTO GLASS CORP.		Replace back glass for vehicle	298.
4-04344	FLEWELLING & MOODY		Professional landscape service for AGB	4,950.0
4-04345	DR. ANGELA COLOMBO		Med. Director consultant fee 2013/2014	1,000.0
1-04346	W. W. GRAINGER		Freestanding counter weight anchor	2,479.
1-04347	AMERICAN GRIP INC.	Bldg W/Com Arts	Replacement Scims for student use	602.
4-04348	BEST BUY GOV/ED LLC	DIOS 1110011111111	Instructional equipment	1,788.
4-04349	NATURAL PIGMENTS		Drawing plaster casts	1,534.4
4-04350	HARBOR CONSTRUCTION CO., INC.	•	Construction agrmnt photo-radio-ty reno	1,808,000.0
4-04351	SEHI PROCOMP COMPUTER PRODUCTS		Emergency printer request	629.5
4-04352	LEARNING BY DESIGN		Services related to Strategic Plan	15,000.0
4-04353	FILEMAKER, INC		Filemaker pro	365.3
4-04354	EARTHSPECTIVES	SC Science	Gamma-gamma logging consultant for sciences bldg	44,975.0

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## **Board Report**

PO		14, 17 114		Accoun
Number	Vendor Name	Loc	<u>Description</u>	Amoun
P14-04355	APPLE COMPUTER, INC. ATTN:	•	iPad Mini for Marketing Director	962.76
044.04056	HIE d SALES SUPPORT			
P14-04356	PRO PHOTO CONNECTION	•	Comera and lenses rental for	220.00
P14-04357	DAME BUILDING ALL MENNINGEN		commencement	4 000 07
F14-04307	DAVID PUFAHL dba NEW VISION CO NSTRUCTION		Facilities carport repair	4,999.27
P14-04358	PARKHOUSE TIRE, INC.		Wheel assemblies	191.51
P14-04359	TOTTY PRINTING		2014-2015 advisement sheets	4,000.00
P14-04360	BOB PARRETT CONSTRUCTION.		Repair pool shed	2,571.00
17-04000	INC.		Laber hon such	2,51 1.00
P14-04361	PRESIDIO NETWORKED		Network Refresh - Implement Call Center	298,720.78
	SOLUTIONS		software	
P14-04362	TOMARK SPORTS EQUIPMENT		Inspection and service for the IVC gym	1,995,00
P14-04363	MGB CONSTRUCTION		Repair roadway by W building	13,815.00
P14-04364	UNIFORM HEADQUARTERS, INC.	•	Campus Police hats	835.45
	dba KEYSTONE UNIFORM DEPOT			
P14-04365	MARK ESTRADA		FKCE Wkshp Panelist	35.00
P14-04366	FISHER SCIENTIFIC		Supplies for MLT/Phleb	1,213.75
P14-04367	FLEWELLING & MOODY		Designing new display case for Board of Trustee	600.00
714-04368	GUISELLE SCOTT		FKCE Wkshp co-trainer	630.00
214-04369	CYNTHIA ROE		FKCE Wkshp co-trainer	280.00
14-04370	ANDREA MATHEWS		FKCE wisho monitor	35.00
214-04371	ARACELI TRUJILLO		FKCE Wkshp panelist	70.00
214-04372	GABRIELA HERNANDEZ		FKCE wkshp panelial	35.00
214-04373	MARIA RENTERIA		FKCE Wkshp panelist	35.00
14-04374	ORANGEWOOD CHILDREN'S		FKCE Annual FaCT Symposium	800.00
14 04014	FOUNDATION		THOE PARISE TEST OF THOUSANT	000.00
P14-04375	HP CORPORATE HEADQUARTERS		New PC's for assessment ctr	37,850.20
214-04376	TWO TWINS FROM TEXAS BLIND		Maintenance and repairs of blinds	1,000.00
14-04377	HP CORPORATE		New PC's for Transfer Center	16,456.61
14 64677	HEADQUARTERS		HEN ! Calci Halisial Califal	10,450.01
214-04378	DR. NANCY CARRITTE		Professional communication coaching	1,150.00
	INDUSTRIAL PSYCHOLOGIST			4,100.00
14-04379	JENNIFER WIJNKER		Support the CA Career Cafe proj dir.	6,000.00
14-04380	TROXELL COMMUNICATIONS, INC.	•	Art cabinet	777.60
214-04381	B & H PHOTO		Instructional equipment	528.52
14-04382	ASHLEY ROXANNE ELLISON		Marketing video	2,000.00
14-04383	SEHI PROCOMP COMPUTER	•	Toner for HP printers	979.37
14-5-1505	PRODUCTS		Tone for the pinters	919.31
14-04384	SADDLEBACK APPLIANCES	IB4	Chest freezer	423.52
14-04385	HERFF JONES, INC. DIPLOMA SPEC IALISTS		Awards for nursing pinning ceremony	931.08
14-04386	QUALITY OFFICE FURNISHINGS	184	CPU holders for IVC Life Sci bldg	543.49
14-04387	CAL BUILDING SYSTEMS	-	Repairs for fire life safety system	640.00
14-04388	CAL BUILDING SYSTEMS		certification ATEP backflow testing	294.00

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## **Board Report**

PO				Accoun
Number	Vendor Name	Loc	Description 1500 1500 1500	Amoun
P14-04389	HOFFMAN SOUTHWEST CORP. ROTO-R OOTER SERV. &		Plumbing repairs in CDC and PE 100	915.00
P14-04390	PLUMBING LYNDE-ORDWAY CO., INC.		Repair for Challenge industrial cutter	3,649,01
P14-04391	PARADIGM, INC.	•	Printing Summer 2013	2.035.78
			diplomas/certificates	2,000,71
P14-04392	DR. NANCY CARRITTE		Professional communication coaching	600.00
	INDUSTRIAL PSYCHOLOGIST			
P14-04393	VICENTI, LLOYD & STUTZMAN LLP		Accounting/audit services	40,000.00
P14-04394	RESERVE ACCOUNT 13631908 PITNE Y BOWES		Funds for postage	30,000.00
P14-04395	LUCK'S MUSIC LIBRARY	•	Music	2,750.00
P14-04396	WELLS FARGO #2785		Machinery covers, Vendor:The Cover	259.58
			Store	
P14-04397	EMCOR/Mesa Energy Systems		Repair drive on chilled water pump	1,000.00
P14-04398	NORTHERN TOOL & EQUIPMENT CO.		Shop equipment	147.48
P14-04399	FARNOOSH SORAYA		FKCE wkshp trainer	240.00
P14-04400	JACQUELINE GOODE		FKCE wkshp trainer	240.00
P14-04401	ABEL ESQUIVEL		FKCE wkshp trainer	120.00
14-04402	CALIFORNIA COMMUNICATION		Installation of 4 data drops	2,628.00
P14-04403	MOTOROLA SOLUTIONS		Police radios	5,353.84
P14-04404	TOTTY PRINTING		Diploma re-print order	1,090.71
14-04405	IGNACIO MORALES SERVICES		Repair of biology glass washer.	689.60
P14-04408	JACK APPLEMAN	•	Reimbursement for purchase of a 3D printer	1,566.00
914-04407	MONTY MORRIS INSPECTIONS	SC Science	Certified welding inspection costont srvcs	83,500.00
14-04408	AMERICAN MICROIMAGING INC		Blueprint & document imaging services	23,190.00
214-04409	R2A ARCHITECTURE	SC WAREHOUSE	Warehouse compliance architectural styce	26,355.00
214-04410	PARSONS BRINCKERHOFF, INC.		Labor compliance services	18,750.00
214-04411	EPD SOLUTIONS, INC.		Update master environmental impact report	950.00
214-04412	TRL SYSTEMS, INC.	•	Blue light pole repair	450.00
214-04413	ABC SCHOOL EQUIPMENT, INC.		Tackwall panels for LRC-103	4,974.00
214-04414	UNITED RENTALS		Lift rental	1,800.00
14-04415	CDW-G COMPUTER CENTERS		Network refresh-District fiber cables	12,257.74
14-04416	CDW-G COMPUTER CENTERS		Network refresh-Saddleback fiber cables	9,743.28
214-04417	CDW-G COMPUTER CENTERS		Network refresh-IVC fiber cables	2,628.50
14-04418	WAWAK		Sewing Items for student use in Fashion classes	2,018.34
214-04419	CHÉF WORKS, INC.		Chef jackets for instructors	329.56
14-04420	SHEILA FORSBERG		Consulting services	1,546.31
14-04421	LYNETTE BERK		Reimburse for BIT training	999.00
14-04422	CRI ELECTRIC, INC		LRC door alarms	4,995.00
14-04423	ORANGE COUNTY ELECTRIC, INC		LRC light tracks in LRC-103	3,200.00
14-04424	REPRO XPRESS		Copy of HS drawing	214.40
14-04425	CDW-G COMPUTER CENTERS		Office equipment	9,624.10
14-04426	AGILE RAVEN INC		Kanban training (process mgmt)	695,00
214-04427	TOMAS JECH	•	Guest speaker	500.00

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#### **Board Report**

mendues i i	4-04140 - P14-0444			
PO				Account
Number	Vendor Name	Loc	Description	Amount
P14-04428	J. HARMON CONSTRUCTION INC.		Install backflow preventer	7,950.00
P14-04429	ROOF CONSTRUCTION		Replace pool building roof	6,413.00
P14-04430	WELLS FARGO #3317 (DISTRICT)		MIDCOM Service Group (fix HP plotter i	n 637.86
P14-04431	DESIGN SPACE MODULAR		Stairs for BGS bowl parking	10,040.00
	BUILDINGS			
P14-04432	PRESTO SPORTS, INC		Presto Sports software 13/14	3,000.00
P14-04433	CAL BUILDING SYSTEMS		Fire systems required maintenance	9,668.00
P14-04434	NATIONAL FIRE PROTECTION ASSOC		Life safety code book	173.99
P14-04435	D'LITA MILLER		FKCE wkshp trainer	90.00
P14-04436	ALLSTEEL, INC. C/O CORP. BUSIN ESS INTERIORS		Replacement chairs for District IT	5,858.61
P14-04437	WELLS FARGO #1598		Studio lighting	215.99
P14-04438	SEHI PROCOMP COMPUTER PRODUCTS		Int'l student prom fax-printer urgent	2,490.60
P14-04439	ORANGE CO. COMMERCIAL PRINTING	•	Lariat printing expenses for three issues	1,731.00
P14-04440	SEHI PROCOMP COMPUTER PRODUCTS		HP P3015N replacement printer	583.89
P14-04441	BOB PARRETT CONSTRUCTION, INC.		Replace LRC roof ladders	13,476.00
P14-04442	BRUCE A. STEVENS		Replacement equip-Steinway	9,500.00
P14-04443	ORANGE CO. COMMERCIAL PRINTING		Lariat print editions	1,454.00
P14-04444	ORANGE CO. COMMERCIAL PRINTING	•	Print edition of Lariat	998.20
		Total Number of PO	305	Total 3,494,404.67

#### **Fund Summary**

Fund	Description	PO Count	Amount
01	General Fund	265	1,094,670,57
12	Child Development Fund	2	2,378,98
40	Capital Outlay Fund	38	2,397,357.14
		Total	3,494,404.67

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ESCAPE ONLINE
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# **Board Report**

PO	Vandaa Na			Accou
Number 215-00082	Vendor Name OC TREASURER-TAX	Loc	Description	Amou
13-00002	COLLECTOR REV ENUE RECOVERY/		Ocats telephone service	3,868.
15-00063	END2END, INC.		Support & maintenance arms software	3,960.0
15-00064	SHERATON GRAND SACRAMENTO	•	Student Success workshop - Nov. 3	14,445.
15-00065	XEROX CORPORATION		Peridns to an collection services - 2014-15	2,175.
15-00066	HIGHER ONE INC.		Higher One annual subscription fee	5,000.
15-00067	IBM		Renewal of District-wide SPSS Maint. Agrmt.	2,618.
15-00068	COUNTY OF ORANGE AUDITOR-CONTR OLLER		Surcharge on parking citations	95,000.
15-00089	PHOENIX GROUP INFORMATION SYS.		Citation management	20,000.
15-00070	GENERAL BINDING CORP. TELECENT ER		Annual maintenance & repairs of CDC laminator.	794.
15-00071	SOURCE GRAPHICS	•	Service agreement for large format printer	1,719.
5-00072	S/P2		On-line safety tests	199.
5-00073	SHERATON CERRITOS HOTEL		Prof. dev. activity for Student Sucess	16,830.
5-00074	BOARD OF REGISTERED NURSING		CE Provider renewal	200.
5-00075	CAADE ATTN: WILLIAM L. SHILLEY		CAADE membership 2014/2015 - pre-paid expense	300.
5-00076	LEXIPOL LLC		Policy manual update renewal	2,450.
5-00077	CDW-G COMPUTER CENTERS		WhatsUp Gold renewal	2,335.
5-00078	ACCREDITING COMMISSION FOR COM MUNITY & JUNIOR COLLEGES		Accreditation	23,284.
5-00079	IRVINE CHAMBER OF COMMERCE		Membership dues	600.
5-00080	CHRONICLE OF HIGHER EDUCATION BULLETIN BOARD		Chronicle - 1 year subscription	87.
5-00081	FOUNDATION FOR CALIFORNIA COMM UNITY COLLEGES	•	ESRI ske license renewal	2,000.
5-00082	CAAHEP		CAAHEP Invoice for EMS program	450.0
5-00083	COMMUNITY COLLEGE WEEK		Subscription for 2014-15	52.0
5-00084	PEOPLE ADMIN, INC. WHS FOOTBALL		Premium support fees renewal	4,208.
5-00085 5-00086		•	Woodbridge HS football banner	250,
5-00086 5-00087	NASFAA MEMBERSHIP RENEWALS BLACKBAUD, INC.		NASFAA membership renewal	2,508.0
5-00088	THE RP GROUP	•	Raisers edge	4,291.7
5-00089	SHRED-IT		2014-2015 membership dues  Document destruction service	350.0
5-00090	MICHAEL E. WILSON		Construction management services	150,000,0
5-00090	WORDSMART		WordSmart online program	150,000.0 1,500.0
5-00092	DEPARTMENT OF SOCIAL SERVICES	•	Community care licensing fees	880.0
5-00093	XAP CORPORATION ATTN: ALLY GIG GANS		Bog Fee Waiver application renewal for colleges	4,732.0
5-00094	VALPAR INTERNATIONAL CORP.		Sigi July 1 2014 -15 renewal charges	895.0
5-00095	SPORTS FACILITIES GROUP, INC.		Repair to the basketball backstop at gym	3,230.0
5-00096	BSN SPORTS		Shoulder pads	1,190.2
preceding E	Purchasa Ordera have been issued in acco	rdance with the	District's Purchasing Policy and ESCA	The second secon

001 - South Orange County Community College District

Generaled for Nancy Hulse (NHULSE), Jun 4 2014 8:26AM

#### **Board Report**

PO		2		Account
Number	Vendor Name	Loc	Description	Amount
P15-00097	BUDDY'S ALL STARS		Softballs for team '14'15	1,040.04
P15-00098	BUDDY'S ALL STARS		Heimet decals, pumps, cleats, footballs	3,353.72
P15-00099	KEN'S SPORTING GOODS		Helmets pads, helmet pumps, buckles	491.65
P15-00100	EASTBAY TEAM SPORTS		Mens basketball uniforms, embrokiery,	8,198.01
D15 00101	B F B COOKS DIVIS		back packs	
P15-00101 P15-00102	R & R SOCKS PLUS		Socks	335.40
P15-00102	RIDDELL AMERICAN SPORTS CORP		Reconditioning and parts football helmets	1,662.11
P15-00103	RAWLINGS SPORTING GOODS CO. IN C		Helmets, pads, air pumps	2,944.08
P15-00104	SPORTSPAGE		Women's soccer uniforms	12,298.18
P15-00105	QUEZADA PRO LANDSCAPE, INC.		Tree service for TAS	4,170.00
P15-00108	ORANGE COUNTY REGISTER	•	2014-2015 OC Register subscription renewal	398.74
P15-00107	IACLEA	•	IACLEA-membership for Chief	200.00
P15-00108	PRESIDIO NETWORKED		Telecom SmartNet annual maintenance	198,851,95
	SOLUTIONS		renewal	
P15-00109	BRAVO SIGN & DESIGN		Install display case for board of trustee	500.00
P15-00110	XEROX CORPORATION	•	Lease/maint. for division walk-up coplers	89,967.07
P15-00111	LOGMEIN, INC.	•	LogMein maintenance renewal	4,995.00
P15-00112	RP GROUP		2014-15 RP Group membership dues	350.00
P15-00113	AACRAO MEMBERSHIP		Annual ACCRAO institutional membership	1,045.00
P15-00114	SOUTHWEST OFFSET PRINTING CO.		SC student handbook 2014-15	10,464.12
P15-00115	SOUTH COAST A.Q.M.D		AQMD filing fee	447.45
P15-00116	CCCCIO C/O CLAIRE BIANCALANA		Membership for CCCCIO	300.00
P15-00117	THOMSON REUTERS/BARCLAYS		BarclaysOfficialCA Code	170.00
	BARCL AYS DIVISION		ofRegulations-subscription	170.00
P15-00118	QUALITY OFFICE FURNISHINGS		Furniture to refurbish Budget Manager's	1,159.92
P15-00119	CITY OF TUSTIN ATTN: CITY MAN		office MCAS Tustin sub-lease	4
	AGER'S OFFICE		MCAS Tusun sub-lease	6,600.00
P15-00120	KEENAN & ASSOCIATES ACCOUNTS R ECEIVABLE		Cyber liability Insurance	56,467.30
P15-00121	VERIZON WIRELESS GOVERNMENT AC COUNTS		Cellular phone service	1,700.00
P15-00122	VERIZON WIRELESS GOVERNMENT AC COUNTS		Cellular service - ticket writers	1,500.00
P15-00123	VENDINI, INC. CORPORATE HEADQU ARTERS		Box Office ticketing program	4,360.84
P15-00124	ALLSTEEL, INC. C/O QUALITY OFF		Furniture to refurbish the Budget	13,109.49
045 00405	ICE FURNISHINGS		Manager's Office	
P15-00125	ALL SEASON SOCCER		Men's soccer supplies	8,022.62
P15-00126	QUALITY OFFICE FURNISHINGS		Furniture to refurbish two office in PE200	1,159.92
P15-00127	ALLSTEEL, INC. C/O QUALITY OFF ICE FURNISHINGS		Furniture to refurbish two offices in PE200	12,069.59
P15-00128	MARKET-BASED SOLUTIONS		Emission credits	21,242.00
P15-00129	XEROX CORPORATION		Lease.maintenance for X700 XV printer	60,574.91
P15-00130	AACRAO MEMBERSHIP		AACRAO Pubs. IVC A.R.	318.60

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

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#### **Board Report**

PO					Account
Number	Vendor Name	Loc	Description		Amount
P15-00131	KIMBALL INTERNATIONAL C/O UNIT ED INTERIORS	The second secon	Furniture for LRC 101		8,055.72
P15-00132	UNITED INTERIORS		Furniture installation for LRC-101		662,40
215-00133	KIMBALL INTERNATIONAL C/O UNIT ED INTERIORS		Furniture for LRC-208 & lobby		17,068.32
P15-00134	UNITED INTERIORS		Furniture installation at LRC-208 & k	obby	1,219.05
15-00135	THE BLIND FACTORY		Blinds for A205		150.00
15-00136	ACCCA		2014-2015 FAMT membership		357.00
15-00137	CERAMICS MONTHLY		14-15 mag. subscription renewal		34.95
15-00138	COMMUNITY COLLEGE LEAGUE OF CA LIFORNIA		Library database renewals		45,337.78
15-00139	MAPPING YOUR FUTURE, INC.		Mapping Your Future renewal		1,800.00
15-00140	EXPERIAN ACCOUNTING, C/O DAVE		Credit registration service		1,474.00
15-00141	WHITE MECHANICAL INC		Replace bolier/venting - corrects		35,576.00
15-00142	UNITED INTERIORS		Furniture for LRC-208 & 254A		4,961.09
15-00143	WESTMINSTER PRESS, INC.		Printing class schedules		6,498.36
		Total Number of POs	82	Total	1,027,865.19

#### **Fund Summary**

Fund	Description	PO Count	Amount
01	General Fund	73	952,584,69
12	Child Development Fund	2	1,674.72
40	Capital Outlay Fund	7	71,155.58
68	Self-Insurance Fund	1	2,450.00
		Total	1,027,865,19

# Board of Trustees Confirming Requisition Listing

Requisition	Vendor Name	Description	Requisition
Number		Description	Total
RQ14-05936	JODI TITUS	CA Higher Ed Sustainability conference	3,491.5
RQ14-06175	ANTHONY B. LIN	Prepayment State Senate Plenary	1,425.0
RQ14-06393	WELLS FARGO #2785	HCPS committee meeting	200,0
RQ14-06487	JANINE O'BUCHON	food addict, obesity, diabetes, conference	1,014.5
RQ14-06546	RUBEN GUZMAN	CollegeSource Conf	1,563.7
RQ14-06548	GILLIAN PATELLA	CollegeSource Conf	1,437.4
RQ14-06553	BRAD MCREYNOLDS	med conference	1,000.0
RQ14-06805	BRANDYE D'LENA	Travel for ACBO task force meeting	563.7
RQ14-06622	A-1 AWARDS	Retirement for full time faculty/see attachments	263.2
RQ14-05632	WELLS FARGO #3317 (DISTRICT)	Scanner	453.5
Q14-06633	WELLS FARGO #3317 (DISTRICT)	CDW-G	68.5
Q14-06637	SHOLEH ALIZADEH	Reimbursement for LB women's conference	211.1
Q14-06642	DIANE OAKS	Dealing with Media in Crisis Training	35.0
Q14-06645	RANDY W. PEEBLES	Asoc. of Defense Conference	2,863.0
Q14-06648	WELLS FARGO #1598	IVC life & physical sciences staff development	130.0
IQ14-06684	BARBARA BLANCHARD, Ed.D. ACTING DEAN OF INSTRUCTION	Purchase reimbursement from Amazon.com	19.9
Q14-06888	SHAHEEN SHEIK-SADHAL	Business faculty development event	400.0
Q14-06693	MIROSLAVA MANCHIK	Faculty development-CTE sustainability	450.0
Q14-06716	WELLS FARGO #159B	Library Staff Dev Day funch	532.5
Q14-06726	KIM MC CORD	Travel reimbursmnt fiscal standards ming	325.0
Q14-06737	DAVID D. GATEWOOD	Reimbursement Instructional software	199.0
Q14-06741	S & B FOODS	A110 student services managers con	290.3
Q14-06771	JOHN FELLNER,	Reimbursement for vessel mooring - MST class	32.0
Q14-06773	RICHARD DAHLIN	Reimbursement for vessel mooring - MST class	194.0
Q14-06774	WELLS FARGO #2785	Live streaming of Commencement	49.0
Q14-08779	WELLS FARGO #1598	Produce for Blo 2 lab exercise	25.0
Q14-06807	MARK ZANDONELLA	Reimbursement workshop ADA parking	159,6
Q14-06810	SUMMER SERPAS	Conf. on Acceleration in Dev Ed.	1,697.0
Q14-06811	MELISSA KNOLL	Conf. on Acceleration in Dev. Ed.	1,697.0
Q14-06812	REBECCA KAMINSKY	Conf. on Acceleration in Day Ed	1,181.9
Q14-06813	KURT MEYER	Conf. on Acceleration in Dev. Ed.	1,694.92
Q14-06833	RANIA MESRI	Womens Conference	300.00
Q14-06834	SHOLEH ALIZADEH	Reimbursement for women's conference	300.00
Q14-06856	WELLS FARGO #7581 ASG-SBC	Commencement supplies	200.00
Q14-06857	WELLS FARGO #2785	Scholarship ceremony-candy: Albertsons	65.6
Q14-06881	DR. ROBERT BRAMUCCI	UB Tech Conference, Las Vegas	1,435.00
Q14-08864	SO. ORANGE CO. COMM. COL.DIST	R2T4 direct loan repayment Sp14	1,215.0
214-06883	WELLS FARGO #2785	thermocouples ***requires credit card payment	254.4
214-06888	BRIAN MONACELLI	Optical sciences meetings reimbursement	125.00
Q14-06894	KIM REZVANI	Office supplies	40.30
Q14-0689 <del>6</del>	EVENTS	President's management meeting - June 3, 2014	800.00
Q14-06899	WILLIAM DAVIS	Training reimb.	137.73
214-06907	JANE ROSENKRANS	Reimbursement for regalla dry cleaning	60.00
214-06915	EMCOR/Mesa Energy Systems	Emergency furne hood repair in Annex	515.00
214-06919	NICOLE ORTEGA	UB Tech Conference, Las Vegas	1,175.00
Q14-06920	DENICE INCIONG	UB Tech Conference	1,175.00

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College District

# Board of Trustees Confirming Requisition Listing

Requisition Number	Vendor Name	Description	Requisition Total
RQ14-06927	CHRISTIAN ALVARADO	Conf reimbursement-CCCSFAAA 2014Spr&CCCCOdirector	150.0
RQ14-08932	WELLS FARGO #1598	Refreshments for Faculty Event	250.0
Q14-06944	LYNN NUSBAUM-HAINES	ConfReimb-Ensuring Transfer Success	133.0
Q14-06945	SHARON NUSSEMBAUM	ConfReimb-Ensuring Transfer Success	105.0
Q14-06946	JOHN CONLEY	ConfReimb-Nat'l Assoc Geoscience Teachers	600.0
Q14-06947	JAMEE MORALES	ConfReimb-Practical Applications in SportsMedicine	600.0
Q14-06948	STEVE CRAPO	ConfReimb-College Football Seminar & Visitation	685,0
Q14-06949	KERRY CRABB	ConfReimb-College Footbell Seminar & Visitation	722.0
Q14-06950	JOEY SELLERS	ConfReimb-International Trombone Assoc	1,072.0
Q14-06951	SHARON HAAS	ConfReimb-SpiritualRetreat/Awaken the SpiritWithin	600.0
Q14-08952	BREANNA DANIELS	ConfReimb-LmingDisabilitiesEligibility&SvcsMode  1	504.6
Q14-06953	BARBARA TAMIALIS	ConfReimb-Early Childhood Professional Dev	1,708.3
Q14-06954	PHILLIS KUCHARSKI	ConfReimb-CriticalCareNeurology & Disaster Mgmt	1,200.0
Q14-06955	MARY SUSAN HOMMA	ConfReimb-Program for Infant/Toddler Care	600.0
Q14-06958	ANTHONY HUNTLEY	ConfReimb-AmericanAssoc for Advancement of Science	140.0
Q14-08957	STEVE TEH	ConfReimb-AmericanAssoc for Advancement of Science	198.5
Q14-06958	LISA MONTAGNE GALLOWAY	ConfReimb-Yale Writers' Conference	600.0
Q14-06959	CHIN LAM	ConfRelmb-Acceleration in Developmental Education	1,200.0
Q14-06960	RUSSELL HAMILTON	Classified Development conference	1,000.0
Q14-06961	DON BUSCHE	Reimbursement for cell phone use	619.3
Q14-06965	KAREN TAYLOR	ConfReimb-Dwell on Design LA Event	565.0
Q14-06967	JOANNE DE MARCHI	ConfReimb-Online Teaching Conference	600.0
Q14-06968	ELIZABETH ININNS	ConfReimb-Online Teaching Conference	470.7
Q14-06969	JENNY LANGRELL	ConfReimb-Online Teaching Conference	619.9
Q14-06970	BRETT MYHREN	ConfReimb-Online Teaching Conference	514.0
Q14-06971	NORA SHEA	ConfRelmb-American Library Association	600.0
Q14-06972	EMILY QUINLAN	ConfReimb-Street Law 2014 Supreme Court Institute	1,437.0
Q14-06982	DR. ROBERT BRAMUCCI	Food for Predictive Analytics team meeting	200.0
Q14-06993	WELLS FARGO #2785	Dry cleaning - Shine Cleaners	400.0
Q14-07000	ANTHONY TENG	Pholos needed	69.0
Q14-07010	DON BOWMAN	ACCT advisory committee meeting	150.0
Q14-07025	WELLS FARGO #1598	Postage for Embassy billing-USPS	50.0
Q14-07056	KATHLEEN WERLE	Reimbursement for office supplies	79.8
Q15-00311	CHRISTOPHER WILKINSON	Safe Schools conference	659.8
Q15-00330	BRIAN MONACELLI	High Impact Tech Exchange Conference	1,770.0
Q15-00331	EZEKIEL HALL	Veterans Conference	1,936.4
Q15-00373	SUZIE BUGAY	Academic Senate Conference	1,125.0
Q15-00376	STEPHANIE DIALTO	Curriculum Institute conference	1,000.0
Q15-00381	ADRIANA C. LEE,	Veterans conference	1,426.0
Q15-00403 Q15-00443	JUNE M. MILLOVICH KRIS LEPPIEN-CHRISTENSEN	Conference - Curriculum Institute Conference - Curriculum Institute	1,160.0
			1,160.0
	erchase Orders have been issued in acc ization of the Board of Trustees. It is re	contance with the District's Purchasing commended that the preceding Purchase	ESCAPE ONLIN

001 - South Orange County Community College District Generated for Nancy Hulse (NHULSE), Jun 4 2014 8:24AM

# Board of Trustees Confirming Requisition Listing

Requisition Number	Vendor Name	Description	Requisition Total
RQ15-00492	TEDDI LORCH	Excel Training Conference	1,757.9
RQ15-00493	ROBERT JACOBSEN	Conference - Curriculum Institute	1,160.0
RQ15-00515	BRUNO PASSARELLI	Conf reimb-international Conference on Copapoda	1,200.0
RQ15-00518	LAURA DIŁL	Conf relmb-CoreStabilization-Facilitation&Training	600.0
RQ15-00526	ARLEEN ELSEROAD	Strengthening Student Success conference	416.D
RQ15-00530	JANET BAGWELL	ConfReimb-AVID for HigherEducation Summerinstitute	742.0
RQ15-00531	SARAH CHANG	ConfReimb-AVID for HigherEducation Summerinstitute	688,0
RQ15-00533	MARIANA DESARACHO	ConfReimb-AVID for HigherEducation Summerinstitute	394.0
RQ15-00534	MICHAEL ENGELS	ConfRelmb-AVID for HigherEducation Summerinstitute	670.0
RQ15-00536	BRUCE GILMAN	ConfReimb-AVID for HigherEducation Summerinstitute	626,0
RQ15-00537	IRENE RENAULT	Conficemb-AVID for HigherEducation Summerinstitute	665.00
RQ15-00538	ALLISON CAMELOT	ConfReimb-AmericanSociologicalAssociation	1,189.0
Q15-00539	APRIL CUBBAGE-VEGA	ConfReimb-AmericanSociologicalAssociation	1,189.0
Q15-00540	STEPHANIE D'AURIA	ConfReimb-American Sociological Association	600.0
Q15-00542	WELLS FARGO #4198	Saddleback domain name renewal-Educause	40.0
Q15-00582	JANE HORLINGS	Reimbursement for Books for Students	97.0
Q15-00583	ABBY SIRULNIK	Reimbursement for purchase of supply item	4.8
		Total 104	72,185.4

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

		Fund Summary		
Fund		Description	Requisition Count	Amount
01	General Fund	· · · · · · · · · · · · · · · · · · ·	104	72,185.42

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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## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 5.21

DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Transfer of Budget Appropriations

**ACTION:** Ratify

### **BACKGROUND**

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

## **STATUS**

For the current reporting period ending May 31, 2014, and in accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations are summarized on EXHIBIT A and presented for ratification.

#### RECOMMENDATION

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

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# TRANSFER OF BUDGET APPROPRIATIONS SUMMARY

# For the period 05-01-14 to 05-31-14

<b>General Fund</b>			
<b>Account</b>	<u>Description</u>	<u>From</u>	<u>To</u>
1000	Academic Salaries	\$34,702	
2000	Classified Salaries		\$80,343
3000	Fringe Benefits	\$34,297	
4000	Books and Supplies		\$35,262
5000	Other Operating Expenses & Services	\$87,995	
6000	Capital Outlay		\$45,569
7000	Other Outgo	\$4,180	
Total Transf	ers - General Fund	<u>\$161,174</u>	\$161,174
Child Development Account 4000 5000 6000	nt Fund  Description  Books and Supplies Other Operating Expenses & Services Capital Outlay	<u>From</u> \$336	<u>To</u> \$336
	ers - Child Development Fund	\$336	\$336
Capital Outlay Account 4000 5000	<u>Description</u> Books and Supplies  Other Operating Expenses & Services	<u>From</u>	<b>To</b> \$750 \$84,000
6000	Capital Outlay	\$84,750	
		\$84,750	\$84,750
Total Transfers		\$246,260	\$246,260

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 5.22

DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Payment of Bills

**ACTION:** Approval

#### BACKGROUND

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

### **STATUS**

Checks No. 180360 through 181439 processed through the Orange County Department of Education, totaling \$7,216,616.77; and Checks No. 011030 through 011086, processed through Saddleback College Community Education, totaling \$250,504.99; and Checks No. 009244 through 009253, processed through Irvine Valley College Community Education, totaling \$11,168.26 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.

# **Board Report**

Checks Dated 04	4/30/2014 through 0	6/03/2014			
Check Number	Check Date	Pay to the Order of			Check Amount
180360	05/01/2014	JOYCE BARTLOMAIN		***************************************	30.24
180361	05/01/2014	IDERA INC			1,596.00
180362	05/01/2014	MIKE BROWN GRANDSTAN	NDS, INC.		6,750.00
180363	05/01/2014	LAPTOP BATTERY EXPRES	SS		150.00
			Unpaid Sales Tax	12.00	
		E	Expensed Amount	162.00	
180364	05/01/2014	GALL'S/QUARTERMASTER			5.40
180365	05/01/2014	GRACE GARCIA			30.24
180366	05/01/2014	JULIE GENTILE			240.00
180367	05/01/2014	GEORGINA GUY			332.25
180368	05/01/2014	HEWLETT PACKARD			9,470.80
180369	05/01/2014	HOME DEPOT CREDIT SEF	RVICES		8.00
180370	05/01/2014	IMAGE APPAREL FOR BUS	INESS INC		813.92
180371	05/01/2014	KELLY KEYS			173.54
180372	05/01/2014	LAGUNA BEACH UNIF. SCH	IOOL DIST		300.51
180373	05/01/2014	LAGUNA GRAPHIC ARTS, I	NC.		144.36
180374	05/01/2014	LIEBERT CASSIDY WHITMO	ORE		1,506.00
180375	05/01/2014	MARKERTEK VIDEO SUPPI	LY 1 TOWER DRIVE		679.58
			Unpaid Sales Tax	49.39	
		6	Expensed Amount	728.97	
180376	05/01/2014	MARK MC ELROY			135.00
180377	05/01/2014	MARK MC ELROY			190.00
180378	05/01/2014	MARK MC ELROY			80.00
180379	05/01/2014	MC KESSON MEDICAL SUF	RGICAL		171.79
180380	05/01/2014	MEDCO SUPPLY COMPAN'	Y		100.21
180381	05/01/2014	MERIDIAN IT INC			15,027.60
180382	05/01/2014	MICRO CENTER	A/R		2,064.80
180383	05/01/2014	JANET L. MILLER C	ON INVINE VALLEY COL	LEGE	32.54
180384	05/01/2014	MUSIC THEATRE INTERNA	TIONAL		400.00
180385	05/01/2014	NCTA MEMBERSHIP SPEC.	CINDY SPROEHNLE,	LRNG	250.00
180386	05/01/2014	NEUDESIC, LLC			84.50
180387	05/01/2014	NORCO CORPORATION	×		6,000.00
180388	05/01/2014	ORANGE UNIFIED SCHOOL SCHOOL	DISTRICT ORANGE HIG	GH	326.25
180389	05/01/2014	JEFF POLUNAS			43.96
180390	05/01/2014	JOYCE SEMANIK			194.87
180391	05/01/2014	TASHA TRANKIEM			73.63
80392	05/01/2014	SANDY MATHENY			350.00
180393	05/01/2014	GRISEL HEREDIA			435.00
180394	05/01/2014	BARBARA HUGGINS			439.00
180395	05/01/2014	<b>KEENAN &amp; ASSOCIATES</b>	ACCOUNTS RECEIV	/ABLE	3,535.09
80396	05/01/2014	<b>KEENAN &amp; ASSOCIATES</b>	ACCOUNTS RECEIV	/ABLE	38,800.00
180397	05/01/2014	BARBARA BLANCHARD			346.14
80398	05/01/2014	TOD A. BURNETT			469.33
80399	05/01/2014	TERESA CAMACHO			271.88
180400	05/01/2014	ROBERT COSGROVE			1,723.17
180401	05/01/2014	JULIANNA FRENCH			8,010.16
180402	05/01/2014	KORI LEE GARNER			21.10

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

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# **Board Report**

Check Number	Check Date	Pay to the Order of			Check Amoun
80403	05/01/2014	WILL GLEN			655.63
80404	05/01/2014	<b>GEORGINA GUY</b>			331.59
180405	05/01/2014	GAIL HIDUKE			33,87
80406	05/01/2014	MICHAEL HOGGATT			1,200.00
80407	05/01/2014	DR. CRAIG JUSTICE			653.07
80408	05/01/2014	BEATRIZ GARCIA LUA	<b>i</b>		600.00
80409	05/01/2014	BARRY MC CARTHY			33.87
80410	05/01/2014	KAYE MC DONALD			57.79
80411	05/01/2014	PAPA P	ESTICIDE APPLICATORS A	SSOC.	80.00
80412	05/01/2014	RIVERSIDE COUNTY	SHERIFF'S DEPART	MENT	154.00
80413	05/01/2014	<b>GLENN ROQUEMORE</b>			1,086.75
80414	05/01/2014	<b>GARY RYBOLD</b>			4,740.60
80415	05/01/2014	SOUTH COAST WINER	RY RESORT		473.80
80416	05/01/2014	<b>BLAKE STEPHENS</b>			426.25
80417	05/01/2014	<b>EDWIN TIONGSON</b>			240.00
80418	05/01/2014	TASHA TRANKIEM			86.65
80419	05/01/2014	DAN WALSH			1,036.83
80420	05/01/2014	WELLS FARGO #1606			3,157.23
80421	05/01/2014	WELLS FARGO #2496			10,112.04
80422	05/01/2014	WELLS FARGO #2785			1,665.38
			Unpaid Sales Tax	4.99	
			Expensed Amount	1,670.37	
80423	05/01/2014	WELLS FARGO #1606			301.59
80424	05/01/2014	WELLS FARGO #2496			1,572.20
80425	05/01/2014	AUTOMOTIVE ELECT	RONIC SERVICES		840.44
B0426	05/01/2014	AMERICAN GRIP INC.			1,008.62
80427	05/01/2014	APPLE COMPUTER IN	C.		5,226.17
80428	05/01/2014	B & H PHOTO PROCESSING	VIDEO REMITTANCE		122.00
			Unpaid Sales Tax	9.76	
			Expensed Amount	131.76	
80429	05/01/2014	PATRICIA BECKMAN	IRVINE VALLEY COL	LEGE	103.63
80430	05/01/2014	BARBARA A. BENAVID	DES		95.43
80431	05/01/2014	BILL ATKINS DESIGN	B ILLUST,		281.92
80432	05/01/2014	BLICK ART MATERIAL	S		1,769.81
80433	05/01/2014	BOUNDLESS NETWOR	RK		950.47
80434	05/01/2014	CAL BUILDING SYSTE	MS		480.00
80435	05/01/2014	CARAHSOFT TECHNO	LOGY CORP		25,358.95
80436	05/01/2014	CDW GOVERNMENT,	INC.		8,584.83
80437	05/01/2014	AUTO TRAC INC			257.66
80438	05/01/2014	DELL MARKETING L.P	. C/O DELL USA L.P.		680.34
80439	05/01/2014	DEMCO INC.			85.19
80440	05/01/2014	DISPLAYS 2GO	ATTN: ACCOUNTS REC	EIVABLE	341.18
			Unpaid Sales Tax	23.51	
			Expensed Amount	364.69	
80441	05/01/2014	DIVERSIFIED BUSINES	SS SERVICES		1,436.40
80442	05/01/2014	ELECTRONIX EXPRES	S		144.00
			Unpaid Sales Tax	10.56	
			Expensed Amount	154.56	

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# **Board Report**

Check Number	Check Date	Pay to the Order of	Check Amour
180443	05/01/2014	FISHER SCIENTIFIC	592.7
180444	05/01/2014	FONTIS SOLUTIONS	1,701.0
180445	05/01/2014	DISCOUNT SCHOOL SUPPLY	2,178.8
180446	05/02/2014	KELLY BENNETT BENNETT PRODUCTIONS UNLIMITED	2,665.0
180447	05/02/2014	CHEVRON AND TEXACO BUSINESS CARD SERVICES	334.3
80448	05/02/2014	EAGLE COMMUNICATIONS	309.4
80449	05/02/2014	SC ASSOCIATED STUDENT BODY	2,454.4
80450	05/02/2014	WELLS FARGO #3317	6,553.0
		Unpaid Sales Tax73.17	
		Expensed Amount 6,626.18	
180451	05/02/2014	WELLS FARGO #3317	660.3
80452	05/05/2014	ALLIED SECURITY HOLDINGS, LLC ALLIEDBARTON SECURITY SERVICES	1,463.4
80453	05/05/2014	ARAMARK UNIFORM SERVICES, INC	191.6
80454	05/05/2014	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	43,159.1
80455	05/05/2014	AYU TECHNOLOGY SOLUTIONS, LLC	97.9
80456	05/05/2014	BAKER & TAYLOR	761.6
80457	05/05/2014	BIO-RAD LABORATORIES, INC. LIFE SCIENCE GROUP	353.3
80458	05/05/2014	BRIDGES TRANSITIONS CO C/O BANK OF AMERICA	1,850.0
80459	05/05/2014	CAMPUS CONCERTS	2,300.0
80460	05/05/2014	CAROLINA BIOLOGICAL SUPPLY	9.6
80461	05/05/2014	CHAMPION CHEMICAL CO.	995.6
80462	05/05/2014	CINTAS CORPORATION	126.0
80463	05/05/2014	CLARK SECURITY PRODUCTS	74.9
80464	05/05/2014	WALTER CLARK	200.0
80465	05/05/2014	CLICK CONSULTING INC	500.0
80466	05/05/2014	CODESP	1,850.0
80467	05/05/2014	CULLIGAN	2.8
80468	05/05/2014	DANA WHARF SPORTFISHING	2,400.0
80469	05/05/2014	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE, CASHIERING	360.0
80470	05/05/2014	DUNN-EDWARDS CORPORATION	1,790.0
80471	05/05/2014	ARNETTE EDWARDS	240.0
B0472	05/05/2014	ENTERPRISE RENT-A-CAR	601.9
80473	05/05/2014	ESRI	260.0
30474	05/05/2014	FEDERAL EXPRESS	116.5
30475	05/05/2014	FISHER SCIENTIFIC	69.8
30476	05/05/2014	DEBORAH FRICKE	360.0
B0477	05/05/2014	CABLEMASTERS	3,869.1
B0478	05/05/2014	CDW GOVERNMENT, INC.	1,178.1
80479	05/05/2014	C.E.M. LAB CORP. CIVIL ENGINEERING MATERIAL LAB	29,706.5
80480	05/05/2014	DIV. OF THE STATE ARCHITECT STATE OF CALIFORNIA	6,570.0
80481	05/05/2014	JEFF DORSZ	116.4
80482	05/05/2014	ENAMIX, INC.	8,191.2
30483	05/05/2014	EPD SOLUTIONS, INC.	5,031.0
80484	05/05/2014	GKKWORKS	55,559.2
80485	05/05/2014	GUTTER MASTERS	2,257.0
B0486	05/05/2014	H2 ENVIRONMENTAL CONSULTING SERVICES, INC.	10,348.7

001 - South Orange County Community
College District

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

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# **Board Report**

Check Number	Check Date	Pay to the Order of	Check Amount
180487	05/05/2014	HEWLETT PACKARD	29,929.44
180488	05/05/2014	HUDSON PACIFIC SERVICES LLC do HUDSON PACIFIC PROPERTIES	22,750.00
180489	05/05/2014	13 SOLUTIONS C/O IDEN SADEGHIEH	6,500.00
180490	05/05/2014	KITCHELL CEM	46,718.00
180491	05/05/2014	NEUDESIC, LLC	65,980.50
180492	05/05/2014	NIMBLE CONSULTING	10,625.00
180493	05/05/2014	PDE INC	5,607.18
180494	05/05/2014	PARSONS BRINCKERHOFF, INC.	1,350.00
180495	05/05/2014	SYNERGY SOFTWARE SOLUTIONS	6,840.00
180496	05/05/2014	TODD'S INSPECTION TESTING SERVTODD ROBINSON	14,583.00
180497	05/06/2014	AT & T MOBILITY	11.72
180498	05/06/2014	PACIFIC COACHWAYS	920.62
180499	05/06/2014	PARKHOUSE TIRE, INC.	1,112.92
180500	05/06/2014	VINCENT POLLIZZI	63.00
180501	05/06/2014	QUALITY LOGO PRODUCTS INC	187.21
		Unpaid Sales Tax 11.04	
		Expensed Amount 198.25	
180502	05/06/2014	ROBERT RICKERSON	115.99
180503	05/06/2014	SCHOOLOUTFITTERS.COM	1,854.96
180504	05/06/2014	SCIENCE ENTHUSIAST C/O DUFFY MARKETING GROUP INC	1,102.95
2.5.1		Unpaid Sales Tax 87.20	
		Expensed Amount 1,190.15	
180505	05/06/2014	SEHI PROCOMP COMPUTER PRODUCTS	2,663.73
180506	05/06/2014	MATTHEW SHERMAN	962.83
180507	05/06/2014	SHRED-IT USA-SAN DIEGO	25.00
180508	05/06/2014	SIMS-ORANGE WELDING SUPPLY	279.95
180509	05/06/2014	SOUTH COAST SAILING TEAM ATTN: JIM WEHAN	840.00
180510	05/06/2014	SOCRCC	5,000.00
180511	05/06/2014	TRAVEL VIDEO STORE.COM	211.36
		Unpaid Sales Tax 16,91	
		Expensed Amount 228.27	
180512	05/06/2014	TROXELL COMMUNICATIONS, INC.	1,490,40
180513	05/06/2014	TUSTIN UNIFIED SCHOOL DISTRICT	389.85
180514	05/06/2014	UNITED INTERIORS	3,706.34
180515	05/06/2014	UNIVERSITY HIGH SCHOOL % SUZANNE FITZPATRICK	1,200.00
180516	05/06/2014	WALTERS WHOLESALE ELECTRIC	2,771.33
180517	05/06/2014	WOODBRIDGE HIGH SCHOOL	507.20
180518	05/06/2014	JIM WRIGHT	61,99
180519	05/06/2014	YALE/CHASE EQUIPMENT AND SERVICES, INC.	1,497.46
180520	05/06/2014	CARLOS TUCCIO MAJOR APPLIANCE SERVICE	120.48
180521	05/06/2014	SO. ORANGE CO. COMM. COL. DISTWORKERS COMPENSATION	1,130.68
180522	05/06/2014	ARCHITECTURAL DOORS, INC.	182.44
180523	05/06/2014	AVALON TENT & PARTY	1,590.28
180524	05/06/2014	DUNE CRAFT	103.90
	<del></del>	Unpaid Sales Tax 8.31	, 55,56
		Expensed Amount 112.21	

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# **Board Report**

Check Number	Check Date	Pay to the Order of	Check Amount
180525	05/06/2014	FLAG SYSTEMS, INC.	2,850.00
180526	05/06/2014	CANON SOLUTIONS AMERICA, INC.	79.87
180527	05/06/2014	SPARKLETTS	45.87
Cancelle	d on 05/06/2014, Cance	Register # AP05062014G	
180528	05/06/2014	SPARKLETTS	2,475.39
Cancelle	d on 05/06/2014, Cance	Register # AP05062014G	
80529	05/06/2014	SC ASSOCIATED STUDENT BODY	1,068.00
80530	05/06/2014	SPARKLETTS	45.87
80531	05/06/2014	SPARKLETTS	2,475.39
80532	05/07/2014	CRISTINA BENAVIDES	45.58
80533	05/07/2014	CITY OF IRVINE	875.00
80534	05/07/2014	ESTER GRAHAM	15.12
80535	05/07/2014	GEORGINA GUY	23.76
80536	05/07/2014	PATTY HELTON	60.48
80537	05/07/2014	HOME DEPOT CREDIT SERVICES	1,725.99
80538	05/07/2014	HORIZON	286.37
80539	05/07/2014	IBM	2,618.00
80540	05/07/2014	INDUSTRIAL METAL SUPPLY CO.	28.95
80541	05/07/2014	INGARDIA BROTHERS PRODUCE,INC.	501.36
80542	05/07/2014	IRVINE RANCH WATER DIST.	9,408.66
80543	05/07/2014	FHEG IVC BOOKSTORE STORE NO 895 MA	4,367.30
80544	05/07/2014	CORINNE JACKSON	15.12
80545	05/07/2014	BILL JAY	30.61
80546	05/07/2014	TIMOTHY JEMAL	41.38
80547	05/07/2014	BICHTUYEN JENSEN	15.12
80548	05/07/2014	KELLY PAPER	23.90
80549	05/07/2014	KIEFER SPECIALTY FLOORING, INC	3,461.75
	00/0//2017	Unpaid Sales Tax 245.70	•
		Expensed Amount 3,707.45	•
80550	05/07/2014	KEN KINDER	90.97
80551	05/07/2014	KNORR SYSTEMS, INC.	11,461.64
80552	05/07/2014	TONI LAKOW	136.08
80553	05/07/2014	SHARON LANDIS	660,00
80554	05/07/2014	DAVID B. LANG	34.76
80555	05/07/2014	LAWNMOWERS ETC., LLC	131.20
80556	05/07/2014	SILVER LEOWIDJAJA	45.58
80557	05/07/2014	DIANE LEWIS	107.28
80558	05/07/2014	LOOMIS, FARGO & COMPANY	524.88
80559	05/07/2014	NICOLE MAJOR	62.62
80560	05/07/2014	LORI MANGELS	120.96
80561	05/07/2014	KARLA VIVIANA MARTINEZ	35.00
80562	05/07/2014	MGB CONSTRUCTION	8,725.00
80563	05/07/2014	MC KESSON MEDICAL SURGICAL	3,423.11
80564	05/07/2014	McMASTER CARR SUPPLY CO.	167.80
80565	05/07/2014	DAVID MILLER	35.00
80566			
80567	05/07/2014	JANET L. MILLER C/O IRVINE VALLEY COLLEGE	115.72 922.65
00001	05/07/2014	MISSION VIEJO FLORIST	922.00

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

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## **Board Report**

Checks Dated 0	4/30/2014 through 0	06/03/2014	
Check Number	Check Date	Pay to the Order of	Check Amount
180569	05/07/2014	NANCY MONTGOMERY	8.70
180570	05/07/2014	MOULTON-NIGUEL WATER DIST.	7,590.38
180571	05/07/2014	NORTH STATE ENVIRONMENTAL C/O AEROFUND FINANCIAL, INC.	448,55
180572	05/07/2014	BLUETARP FINANCIAL	90.56
		Unpaid Sales Tax 6.62	
		Expensed Amount 97.18	
180573	05/07/2014	REGISTER COMMUNICATIONS	560.00
180574	05/07/2014	NANCY PADBERG	51.52
180575	05/07/2014	SANDRA POPE	105.84
180576	05/07/2014	PRENDERGAST, T. J.	19.43
180577	05/07/2014	DAVID ROBINSON	207.50
180578	05/07/2014	LOUIS SESSLER	15.12
180579	05/07/2014	MATT SUAREZ	109.51
180580	05/07/2014	CHRISTOPHER WILKINSON	39.66
180581	05/07/2014	JIM WRIGHT	90.75
180582	05/07/2014	DAVID YOUNG	105.84
180583	05/07/2014	HANDWRITING WITHOUT TEARS	1,902.22
180584	05/07/2014	MISSION VIEJO FLORIST	599.40
180585	05/07/2014	MISSION VIEJO FLORIST	323.25
180586	05/07/2014	OFFICE MAX INCORPORATED	6,579.97
180587	05/07/2014	AT & T MOBILITY	32.61
180588	05/07/2014	CONRAD RODRIGUEZ	70.00
180589	05/07/2014	CARROLL S. SERON	100.00 *
		Il Register # AP05202014	100.00
180590	05/07/2014	MICHAEL E. WILSON	12,104.00
180591	05/07/2014	AMY MARIE BUISKER	350.00
180592	05/07/2014	SMART & FINAL	288.09
180593	05/07/2014	AARDVARK CLAY AND SUPPLIES	3,052.13
180594	05/07/2014	ACE SAW & SUPPLY	188.90
180595	05/07/2014	ADVANCED OFFICE SERVICES IMAGING PLUS	43.18
180596	05/07/2014	AUTOMOTIVE ELECTRONIC SERVICES	2.376.00
180597	05/07/2014	AIRWOLF3D	3,234.60
180598	05/07/2014	ARC AMER. REPROGRAPHICS CO.	18.84
180599	05/07/2014	APEX AUDIO	1,219.86
180600	05/07/2014	JACK APPLEMAN	15.42
180601	05/07/2014	ART SUPPLY WAREHOUSE	
	05/07/2014	· · · · · · · · · · · · · · · · · · ·	917.68
180602		BESAFE TECHNOLOGIES, INC.	738.15
180603	05/07/2014	BULBTRONICS	952.13
180604	05/07/2014	KRISTEN BUSH	1,382.50
180605	05/07/2014	CAL BUILDING SYSTEMS	352.32
180606	05/07/2014	CALIBER PAVING COMPANY INC	5,460.00
180607	05/07/2014	COAST FITNESS REPAIR SHOP	500.00
180608	05/07/2014	MIKE COLLINS	20,68
180609	05/07/2014	BARBARA COX	35.42
180610	05/07/2014	DABCO, INC.	1,178.00
180611	05/07/2014	DirecTV	120.98
180612	05/07/2014	ESSENCE ENTERTAINMENT	3,080.00
180613	05/07/2014	FERGUSON ENTERPRISES INC #1350	112.03

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## **Board Report**

Check Number	Check Date	Pay to the Order of	Check Amount
180614	05/07/2014	FREEWAY AUTO SUPPLY	48.55
180615	05/07/2014	ELIVATE	162.70
180616	05/07/2014	DISCOUNT SCHOOL SUPPLY	2,033.87
180617	05/07/2014	ANTIMITE TERMITE & PEST CNTRL	65.00
180618	05/08/2014	FARIDA GABDRAKHMANOVA	57.09
180619	05/08/2014	MARLYS GRODT	500.00
180620	05/08/2014	HAIR CALIFORNIA BEAUTY ACADEMY	24,851.25
180621	05/08/2014	GRISEL HEREDIA	57.46
180622	05/08/2014	HOME DEPOT CREDIT SERVICES	282.64
180623	05/08/2014	ANTHONY HUNTLEY	974.85
180624	05/08/2014	INDUSTRIAL PLASTIC SUPPLY, INC	2,003.78
180625	05/08/2014	FHEG IVC BOOKSTORE STORE NO 895 MA	876.91
180626	05/08/2014	JUNIOR'S GOLF CARTS	289.17
180627	05/08/2014	UNIFORM HEADQUARTERS, INC. dba KEYSTONE UNIFORM DEPOT	1,813.42
180628	05/08/2014	LAURA'S INT PLANTSCAPE SERV	245.36
180629	05/08/2014	LOCAL JANITORIAL & VACUUM & SUPPLY CO.	511.09
180630	05/08/2014	M-R MUSIC	53.60
180631	05/08/2014	MICHAEL LOWELL MC CORMICK	323.20
180632	05/08/2014	MICROVENTION, INC. ATTN: JOSEPH NIX/PEGGY MAGGIO	3,240.00
180633	05/08/2014	JAKE MUNNS	75.60
180634	05/08/2014	NAEYC RESOURCE SALES	356.40
		Unpaid Sales Tax 25.92	
		Expensed Amount 382.32	
180635	05/08/2014	NEWPORT CORP.	9,001.62
180636	05/08/2014	NORTH STATE ENVIRONMENTAL C/O AEROFUND FINANCIAL, INC.	2,896.40
180637	05/08/2014	NOVEDGE LLC	46.04
		Register # AP05202014F	570.00
180638	05/08/2014	REGISTER COMMUNICATIONS	576.00
180639	05/08/2014	OC TREASURER-TAX COLLECTOR REVENUE RECOVERY/	322.35
180640	05/08/2014	OPTP	779.85
180641	05/08/2014	S & B FOODS CATERING DIVISION	165.24
180642	05/08/2014	LAERDAL MEDICAL CORP.	112.44
180643	05/08/2014	CHERYL ABBAS	30.11
180644	05/08/2014	AMERICAN EXPRESS TRAVEL RELATED SERVICES CO INC	6,362.20
180645	05/08/2014	JOYCE BARTLOMAIN	74.11
180646	05/08/2014	BEST WESTERN	452.38
180647	05/08/2014	BARBARA BLANCHARD	8.00
180648	05/08/2014	CPOA REGION I ATTN: STEVE BOWLES	35.00
180649	05/08/2014	CROWNE PLAZA RESORT	301.86
180650	05/08/2014	DOUBLETREE HOTEL ATTN: ACCOUNTING	1,161.52
80651	05/08/2014	PATRICIA K. FLANIGAN	283.62
180652	05/08/2014	GRACE GARCIA	74.11
180653 180654	05/08/2014 05/08/2014	INR ELLIOT M. KLINGE	81.00 74.04

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## **Board Report**

Check Number	Check Date	Pay to the Order of	Check Amoun
180655	05/08/2014	CAROLINA KUSSOY C/O IRVINE VALLEY COLLEGE	860.45
180656	05/08/2014	MICHAEL LOONEY	48.00
180657	05/08/2014	ROOPA MATHUR	913.78
180658	05/08/2014	SERENA MC CLAINE	1,487.36
180659	05/08/2014	BRAD MCREYNOLDS	742.00
180660	05/08/2014	NICOLE ORTEGA	244.98
180661	05/08/2014	SAFE SCHOOLS CONFERENCE	199.00
180662	05/08/2014	ASSOC STUDENTS OF SDSU ATTN: FRAN HASTEROK/CHESC	2,330.00
180663	05/08/2014	JOYCE SEMANIK	703.86
180664	05/08/2014	GENE TJOA	388.75
180665	05/08/2014	WELLS FARGO #1598	4,389.88
		Unpaid Sales Tax 39.59	
		Expensed Amount 4,429.47	
180666	05/08/2014	CHRISTOPHER WILKINSON	693.37
180667	05/08/2014	TAHINA ISLAM	24.22
180668	05/08/2014	KRISTINA WOOD	26.11
180669	05/08/2014	AT & T	70.99
180670	05/08/2014	AT & T	30.45
180671	05/08/2014	AT & <b>T</b>	32.31
180672	05/08/2014	AT & T	36.24
180673	05/08/2014	AT&T	12.59
180674	05/08/2014	SAN DIEGO GAS & ELECTRIC	1,282.93
180675	05/09/2014	ALTERNATIVE DELIVERY SOLUTIONS	2,072.00
180676	05/09/2014	AMAZON WEB SERVICES INC	163.78
180677	05/09/2014	APPLE COMPUTER INC.	23,328.48
180678	05/09/2014	CA DEPT OF GENERAL SERVICES	48,910.00
180679	05/09/2014	ENVIRON INTERNATIONAL CORP.	8,663,38
180680	05/09/2014	MC KENNA LONG & ALDRIDGE, LLP	8,268.00
180681	05/09/2014	PENN CORPORATE RELOCATION SERVICES, INC.	14,440.00
180682	05/09/2014	R2A ARCHITECTURE	94,926.04
180683	05/09/2014	S & B FOODS CATERING DIVISION	468.96
180684	05/09/2014	STUTZ ARTIANO SHINOFF & HOLTZ A.P.C.	821.50
180685	05/09/2014	NCS PEARSON, INC.	96.12
80686	05/09/2014	PACIFIC CLINICS TRAINING INSTITUTE	200.00
80687	05/09/2014	PACIFIC COACHWAYS	1,076.25
80688	05/09/2014	PACIFIC PARKING SYSTEMS, INC.	116.00
180689	05/09/2014	PARKWAY LAWNMOWER SHOP	529.04
80690	05/09/2014	PATON GROUP	1,699.00
80691	05/09/2014	PAYAM-E-ASHENA	250.00
80692	05/09/2014	PHOENIX GROUP	1,122.84
80693	05/09/2014	POCKET NURSE ENTERPRISES, INC.	35.54
		Unpaid Sales Tax 2.84	
		Expensed Amount 38.38	
180694	05/09/2014	PSI-PAYPHONE STATIONS INNOVAT.	615.00
80695	05/09/2014	REFRIGERATION UNLIMTED, INC	463.69
80696	05/09/2014	JAMES ROGERS	42.28
180697	05/09/2014	S & B FOODS CATERING DIVISION	5,136.96

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Check Number	Check Date	Pay to the Order of		Check Amoun
180698	05/09/2014	SAMY'S CAMERA ATTN RECEIVABLES	I: ACCOUNTS	194.29
180699	05/09/2014	SARS SOFTWARE PRODUCTS, II	NC:	1,000.00
180700	05/09/2014	SEHI PROCOMP COMPUTER PR		170.16
180701	05/09/2014	SEPULVEDA BUILDING MATERIA		1,700.00
180702	05/09/2014	SERVICE MANAGEMENT ASSIST		1,219.00
180703	05/09/2014	SHRED-IT USA-SAN DIEGO	, 223	226.43
180704	05/09/2014	SIGMA ALDRICH CHEMICAL CO.		759.31
180705	05/09/2014	SIMS TREE HEALTH SPECIALIST	's	655.00
180706	05/09/2014	SMART LEVELS MEDIA		2,065.81
180707	05/09/2014	SOUTHERN CALIFORNIA EDISON	V CO	44,983.28
180708	05/09/2014	SOUTHERN CALIFORNIA EDISON		1,957.33
180709	05/09/2014	SOUTHERN CALIFORNIA EDISON		193.11
180710	05/09/2014	SPORTS FACILITIES GROUP, INC		2,500.00
180711	05/09/2014	SPORTS FIELD INSTALLATION	••	12,800.00
180712	05/09/2014	AMY L. STINSON		83.03
180713	05/09/2014	• •	EAM SALES)	119.49
180714	05/09/2014	•	EST PAYMENT CENTER	412.34
180715	05/09/2014	JOEL VAN GINKEL	ST PATMENT CENTER	35.00
80716	05/09/2014	WAXIE		154.74
80717	05/09/2014	WESTERN ALLIED CORPORATIO	ANI	3,985.00
80718	05/09/2014	CHRIS WHITE		105.00
80719	05/09/2014	YALE/CHASE EQUIPMENT AND S	SERVICES INC	80.63
80720	05/09/2014	ANGELICA R. ZIKOOR	PERVICES, INC.	180.00
80721	05/09/2014	OFFICE MAX INCORPORATED		41.73
80722	05/09/2014	SMART & FINAL		
80723	05/09/2014		DION VIIC IO DOCT	535.70
160723	03/03/2014	U.S. POSTAL SERVICE MIS OFFICE	SION VIEJO POST	5,000.00
Reissued	on 05/09/2014, Cancel	Register # AP05092014E		
180724	05/09/2014	SOUTHERN COUNTIES OIL CO.		1,286.71
180725	05/09/2014	SIGNATURE CELEBRATIONS		475.20
180726	05/09/2014	U.S. POSTAL SERVICE MIS OFFICE	SION VIEJO POST	5,000.00
	on 05/22/2014, Cancel	Register # AP05222014D		
180727	05/09/2014	VYGON		106.88
		Unpaid	Sales Tax 8.01	
		Expens	ed Amount 114.89	
180728	05/09/2014	TOTTY PRINTING		1,075.32
80729	05/09/2014	TOLL ROADS VIOLATION DEPT.		18.25
80730	05/09/2014	UNISOURCE WORLDWIDE INC.		6.30
80731	05/09/2014	UNITED SITE SERVICES OF	CALIFORNIA, INC.	140.24
80732	05/09/2014	VISTA PAINT CORPOR	ATE OFFICE	253.47
180733	05/09/2014	VITAL LINK EDUCATION AND CONSORTIUM	BUSINESS	3,276.00
180734	05/09/2014	ROBERT WADDINGTON		300.00
80735	05/09/2014	JODY WALLACE		630.00
80736	05/09/2014	WALTERS WHOLESALE ELECTRI	C	2,254.84
180737	05/09/2014	WARD'S NATURAL SCIENCE		3,006.46
80738	05/09/2014	WEISENBACH SPECIALTY P	PRINTING INC.	995.00

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

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## **Board Report**

Check Number	Check Date	Pay to the Order of	Check Amoun
		Unpaid Sales Tax	70.00
		Expensed Amount 1,0	065.00
180739	05/09/2014	LISA WORKMAN	35.00
180740	05/09/2014	YARDLEY PUMP AND VACUUM, INC.	1,644.16
180741	05/09/2014	JENNIFER TODD	500.00
180742	05/12/2014	ADCLUB ADVERTISING SERVICE	7,108.23
180743	05/12/2014	AGILENT TECHNOLOGIES, INC.	593.39
180744	05/12/2014	AIR SOURCE INDUSTRIES, INC.	123.30
180745	05/12/2014	APPLE COMPUTER INC.	2,273.76
180746	05/12/2014	ART SUPPLY WAREHOUSE	120.04
180747	05/12/2014	ADVANCE BEAUTY COLLEGE, INC.	53,363.25
180748	05/12/2014	AVENTURA SAILING ASSOC.	1,306.13
180749	05/12/2014	AIRPORT VAN RENTAL	1,434.62
180750	05/12/2014	BAKER & TAYLOR	25.88
180751	05/12/2014	KELLY BENNETT BENNETT PRODUCTIONS	199.67
		UNLIMITED	
180752	05/12/2014	BERTRAND'S MUSIC	7.56
180753	05/12/2014	BLAIR'S TOWING	155.00
180754	05/12/2014	BONE CLONES, INC.	4,655.43
180755	05/12/2014	BOUNDLESS NETWORK	443.25
180756	05/12/2014	DEANN BURCH	1,000.00
180757	05/12/2014	CAL BUILDING SYSTEMS	4,776.00
180758	05/12/2014	CANON BUSINESS SOLUTIONS, INC.	52.92
180759	05/12/2014	CDW GOVERNMENT, INC.	34,234.94
180760	05/12/2014	TERRY CHATKUPT	215.98
180761	05/12/2014	CHEFS' TOYS	1,839.28
180762	05/12/2014	CHRISTY WHITE ASSOCIATES	61,932.24
180763	05/12/2014	CINTAS DOCUMENT MANAGEMENT	134.00
180764	05/12/2014	CINTAS DOCUMENT MANAGEMENT	134.00
180765	05/12/2014	CINTAS DOCUMENT MANAGEMENT	63.00
180766	05/12/2014	CR&R INC.	983.88
	05/12/2014	CR&R	92.00
180767			
180768	05/12/2014	DANA POINT YACHT MAINTENANCE	113.05
180769	05/12/2014	RAJANPAL DHILLON	30.00
180770	05/12/2014	ECONOMIC ALTERNATIVES, INC.	376.25
180771	05/12/2014	EMCOR/Mesa Energy Systems	1,339.00
180772	05/12/2014	EPLUS TECHNOLOGY, INC.	4,201.00
180773	05/12/2014	EXCELSIOR ELEVATOR CORPORATION	2,740.00
180774	05/12/2014	FLAG SYSTEMS, INC.	3,900.00
180775	05/12/2014	FREEWAY AUTO SUPPLY	16.52
180776	05/12/2014	FULLERTON CIVIC LIGHT OPERA CO	388.80
180777	05/12/2014	ANTIMITE TERMITE & PEST CONTROL	1,052.00
180778	05/12/2014	PIPS C/O KEENAN & ASSOCIATES	147,604.75
80779	05/12/2014	ACSIG/EDGE	142,821.00
180780	05/12/2014	ACSIG/EDGE	43,974.00
180781	05/12/2014	HYATT LEGAL	7,411.90
80782	05/12/2014	PRUDENTIAL INSURANCE COMPANY OF AMERICA	27,668.66
80783	05/12/2014	PRUDENTIAL INSURANCE COMPANY OF AMERICA	15,546.26
180784	05/12/2014	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	1,377,022.00

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#### **Board Report**

Check Number	Check Date	Pay to the Order of	Check Amour
180785	05/12/2014	UNUM LIFE INSURANCE COMPANY	2,920.7
180786	05/12/2014	UNUM LIFE INSURANCE COMPANY	1,377.6
180787	05/12/2014	UNITED BEHAVIORAL HEALTH U.S. BEHAVIORAL HEALTH PLAN	3,191.5
180788	05/12/2014	ACSIG/EDGE	22,613.6
80789	05/12/2014	ACSIG/EDGE	5,542.3
80790	05/12/2014	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	317,909.0
180791	05/13/2014	GOODWILL INDUSTRIES OF ORANGE COUNTY	5,790.0
180792	05/13/2014	AMY V. GRIMM	34.0
180793	05/13/2014	HARDY DIAGNOSTICS	1,265.7
80794	05/13/2014	TONI HELMS	250.00
180795	05/13/2014	DANA HUFF	1,500.00
80796	05/13/2014	INGARDIA BROTHERS PRODUCE, INC.	42,25
80797	05/13/2014	INSIGHT MEDIA	117.00
		Unpaid Sales Tax 8.72	
		Expensed Amount 125.72	
80798	05/13/2014	IRVINE CHAMBER OF COMMERCE	600.00
80799	05/13/2014	ISLAND PROMOTIONAL PRODUCTS	3,107.24
80800	05/13/2014	JANET JACOB	12.8
80801	05/13/2014	JIST WORKS, INC.	190.73
80802	05/13/2014	J.W. PEPPER	378.43
80803	05/13/2014	KE DESIGNS	3,500.00
80804	05/13/2014	UNIFORM HEADQUARTERS, INC. dba KEYSTONE UNIFORM DEPOT	2,665.20
80805	05/13/2014	LEARNING BY DESIGN	4,625.0
80806	05/13/2014	DIANE LEWIS	148,3
80807	05/13/2014	LOYAL CASH REGISTER CO.	350.0
80808	05/13/2014	MAQUINSAL SEWING MACHINE CO.	262.8
80809	05/13/2014	MC FADDEN-DALE INDUSTRIAL HARDWARE LLC	8.3
80810	05/13/2014	MICRO CENTER A/R	151.1
80811	05/13/2014	MARCIA MILCHIKER	301.03
80812	05/13/2014	OC TREASURER-TAX COLLECTOR	210.00
80813	05/13/2014	ORANGE CO. FARM SUPPLY	838.62
80814	05/13/2014	JOHN OZUROVICH	35.98
80815	05/13/2014	CHRISTOPHER WILKINSON	17.75
80816	05/13/2014	LEXIPOL LLC	2,450.00
80817	05/13/2014	ANDERSON & HOWARD ELECTRIC	143,830.00
80818	05/13/2014	APPLE COMPUTER INC.	398.00
80819	05/13/2014	CEDARCRESTONE INC	56,202.40
80820	05/13/2014	CITY OF TUSTIN ATTN: ACCOUNTS RECEIVABLE	550.00
80821	05/13/2014	DATA CLEAN CORPORATION	1,140.00
80822	05/13/2014	ENAMIX, INC.	6,200.00
80823	05/13/2014	NIMBLE CONSULTING	10,375.00
80824	05/13/2014	REDISQ TECHNOLOGIES	4,565.00
80825	05/13/2014	S & B FOODS CATERING DIVISION	4,565.00 94.67
80826	05/13/2014	STATE CRANE	
80827	05/13/2014	STRATA INFORMATION GROUP	1,200.00
80828	05/13/2014	SYNERGY SOFTWARE SOLUTIONS	36,788.73
	UUI 10/2019	OTHER GLOCK I WARE SULUTIONS	7,600.00

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Checks Dated 04	Checks Dated 04/30/2014 through 06/03/2014				
Check Number	Check Date	Pay to the Order of	Check Amoun		
180830	05/14/2014	AT&T	12.41		
180831	05/14/2014	AT&T	12.40		
180832	05/14/2014	TOTTY PRINTING	263.31		
180833	05/14/2014	OFFICE MAX INCORPORATED	12,788.52		
180834	05/14/2014	PASCO DOORS	2,885.00		
180835	05/14/2014	S & B FOODS CATERING DIVISION	165.24		
180836	05/14/2014	SAN CLEMENTE CHAMBER OF COMMERCE	199.00		
180837	05/14/2014	FHEG - SADDLEBACK BOOKSTORE STORE NO. 296	142.56		
180838	05/14/2014	FHEG - SADDLEBACK BOOKSTORE STORE NO. 296	561.17		
180839	05/14/2014	FHEG - SADDLEBACK BOOKSTORE STORE NO. 296	3,668.07		
180840	05/14/2014	SEPULVEDA BUILDING MATERIALS	426.50		
180841	05/14/2014	INFOBASE LEARNING	1,748.70		
180842	05/14/2014	SIGNATURE CELEBRATIONS	97.20		
180843	05/14/2014	TUTTLE-CLICK FORD	25,182.47		
180844	05/14/2014	VENTEK INTERNATIONAL	315.00		
180845	05/14/2014	WEST COAST LIGHTS & SIRENS, INC.	252.40		
180846	05/14/2014	WEST COAST TECHNOLOGY	29,437.00		
180847	05/14/2014	OFFICE MAX INCORPORATED	348.08		
180848	05/14/2014	OFFICE MAX INCORPORATED	66.01		
		Register # AP05142014C	00.0		
180849	05/14/2014	SO, ORANGE CO, COMM, COL, DIST	21,712,88		
180850	05/14/2014	OFFICE MAX INCORPORATED	66.01		
180851	05/14/2014	CHRISTINA BOWLES	48.00		
180852	05/14/2014	MARY CELESTE	93.38		
180853	05/14/2014	PATRICK EADES	132.89		
180854	05/14/2014	GENARO GOROSITZA	123.79		
180855	05/14/2014	HERCULES PORTABLE POWER, INC.	3,860.26		
180856	05/14/2014	HOME DEPOT CREDIT SERVICES	1,175.81		
180857	05/14/2014	HORIZON	379.99		
80858	05/14/2014	ISLAND PROMOTIONAL PRODUCTS	1,812.46		
180859	05/14/2014	J. M. MC CONKEY CO.	489.57		
180860	05/14/2014	SCOTT JOHNSON	2,000.00		
180861	05/14/2014	SCOTT KIM	24.27		
180862	05/14/2014	MORITAKA KINA	120.00		
180863	05/14/2014	KNORR SYSTEMS, INC.	47.52		
180864	05/14/2014	MC KESSON MEDICAL SURGICAL	411.90		
180865	05/14/2014	MARCIA MILCHIKER	48,99		
80866	05/14/2014	MISSION VIEJO GLASS	1,360.00		
180867	05/14/2014	MONTGOMERY HARDWARE	168.48		
180868		ORLANTHA NIN			
180869	05/14/2014		76.69		
	05/14/2014	REGISTER COMMUNICATIONS	2,326.00		
180870	05/14/2014	OCLC, INC. DEPT #34299	566.71		
180871	05/14/2014	ONE STOP PARTS SOURCE	56.79		
180872	05/14/2014	ORKIN PEST CONTROL 711	2,759.00		
180873	05/14/2014	LISA ANH H WANG	15.12		
180874	05/15/2014	KIM REZVANI	28.00		
180875	05/15/2014	SAFEWAY, INC.	117.71		
180876	05/15/2014	LOUIS SESSLER	21.25		
180877	05/15/2014	SMART & FINAL	122.45		

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#### **Board Report**

Check Number	Check Date	Pay to the Order of	Check Amount
80878	05/15/2014	PADHRAIC SMYTH	4,750.00
80879	05/15/2014	AMY SUPINGER dba SUPINGER STRATEGIES	3,600.00
80880	05/15/2014	SAFEWAY, INC.	682.57
80881	05/15/2014	U.S. POSTAL SERVICE MISSION VIEJO POST OFFICE	559.29
Cancelle	d on 05/27/2014, Cance	1 Register # AP05272014A	
80882	05/15/2014	SOUTHERN CALIFORNIA GAS CO.	15,567.26
80883	05/15/2014	SIGNATURE CELEBRATIONS	2,154.60
80884	05/15/2014	SMART & FINAL	59.95
80885	05/15/2014	ACADEMIC SENATE	730.00
80886	05/15/2014	ACADEMIC SENATE	730.00
80887	05/15/2014	ACADEMIC SENATE	730.00
88888	05/15/2014	BAHIA RESORT HOTEL	604.13
80889	05/15/2014	BAHIA RESORT HOTEL	604.13
80890	05/15/2014	DR. ROBERT BRAMUCCI	354.25
80891	05/15/2014	JOE CLAYTON JR.	48.00
80892	05/15/2014	COLLEGESOURCE, INC.	779.00
80893	05/15/2014	COLLEGESOURCE, INC.	779.00
80894	05/15/2014	STEVE CRAPO	515.00
80895	05/15/2014	WILLIAM DAVIS	95.48
80896	05/15/2014	EDWARD DE LA O	85.92
80897	05/15/2014	DEBRA L. FITZSIMONS	395.64
80898	05/15/2014	RICHARD GOODMAN	600.00
80899	05/15/2014	ADRIENNE GRACE	1,099.11
80900	05/15/2014	GEORGINA GUY	200.00
80901	05/15/2014	DENICE INCIONG	354.25
80902	05/15/2014	DEBRA KERR	300.99
80903	05/15/2014	DAVID B. LANG	45.93
80904	05/15/2014	FLORENCE LEE	733.69
80905	05/15/2014	MACASAET, KATRINA	545.00
80906	05/15/2014	SHAWN NORMAN	684.00
80907	05/15/2014	KEVIN O'CONNOR	156.00
80908	05/15/2014	OMNI MANDALAY BAY HOTEL AT LAS COLINAS	445.05
80909	05/15/2014	GLENN ROQUEMORE	60.77
80910	05/15/2014	SANTA ANA COLLEGE	52.00
B0911	05/15/2014	TODD SCHMALTZ	95.48
80912	05/15/2014	MAUREEN SMITH	1,004.55
80913	05/15/2014	TIFFANY TRAN	584.70
80914	05/15/2014	BOB URELL	223.14
80915	05/15/2014	SUSAN VALOT	600.00
80916	05/15/2014	WAVES CONFERENCE CTR FOR AMERICA'S VETS	300.00
80917	05/16/2014	AT&T	63.60
80918	05/16/2014	PACIFIC COACHWAYS	2,308.25
80919	05/16/2014	PATON GROUP	1,570.90
80919 80920	05/16/2014	PEOPLE ADMIN, INC.	4,208.36
80921	05/16/2014	LILIANN PEREZ-STROUD	240.00
80921	05/16/2014	PETE'S ROAD SERVICE	489.18
80923	05/16/2014	PITNEY BOWES PRESORT SERVICES	
80924	05/16/2014	FINE FOWER FREGURI SERVICES	2,387.86 68.46

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## **Board Report**

Check Number	Check Date	Pay to the Order of		Check Amoun
	<del></del>	Unpaid Sales Tax	5.48	
		Expensed Amount	73.94	
180925	05/16/2014	POWER CLEANERS		92.58
180926	05/16/2014	RICOH USA, INC.		1,277.92
180927	05/16/2014	RP GROUP		350.00
180928	05/16/2014	SCANNX INC		5,389.20
180929	05/16/2014	SEHI PROCOMP COMPUTER PRODUCTS		1,277.6
180930	05/16/2014	SHRED-IT USA-SAN DIEGO		119.5
180931	05/16/2014	PENNY SKAFF		194.30
180932	05/16/2014	SOUTHERN CALIFORNIA GAS CO.		1,418.20
180933	05/16/2014	SOUTHERN CALIFORNIA GAS CO.		26.26
180934	05/16/2014	SOUTHERN CALIFORNIA GAS CO.		2,636.7
180935	05/16/2014	SOUTHERN CALIFORNIA GAS CO.		50.12
180936	05/16/2014	PARISA SOLTANI		449.8
180937	05/16/2014	SOURCE GRAPHICS		3,384.7
180938	05/16/2014	SOUTHWEST MATERIAL HANDLING INC.		56,761.5
180939	05/16/2014	SPORTS FACILITIES GROUP, INC.		3,735.00
180940	05/16/2014	GLEN STEVENSON		182.22
180941	05/16/2014	SUN MOUNTAIN SPORTS		1,350.00
		Unpaid Sales Tax	96.00	
		Expensed Amount 1,4	446.00	
180942	05/16/2014	TECHNIC BUSINESS SOLUTIONS		382.00
180943	05/16/2014	TEXTILE FABRIC CONSULTANTS		490.25
		Unpaid Sales Tax	37.14	
		Expensed Amount	527.39	
180944	05/16/2014	JOHN TIMBERLAKE		1,666.67
180945	05/16/2014	TNR TECHNICAL, INC.		466.14
180946	05/16/2014	TODD'S INSPECTION TESTING SERVTODD ROBINSON		4,850.00
180947	05/16/2014	TROXELL COMMUNICATIONS, INC.		6,641.68
180948	05/16/2014	U.S. DATA TRUST CORPORATION		5,000.00
180949	05/16/2014	UNITED INTERIORS		1,525.50
180950	05/16/2014	USA MOBILITY WIRELESS, INC.		65.16
180951	05/16/2014	VITAL LINK EDUCATION AND BUSINESS CONSORTIUM		30.00
180952	05/16/2014	WEST COAST TURF		9,555.00
180953	05/16/2014	WALTERS WHOLESALE ELECTRIC		5,613.33
180954	05/16/2014	WARD'S NATURAL SCIENCE		135.18
180955	05/16/2014	WATSON LABEL PRODUCTS		501.61
		Unpaid Sales Tax	38.40	
		Expensed Amount 5	540.01	
80956	05/16/2014	SCOTT WELLS		500.00
180957	05/16/2014	KATHLEEN WERLE		85.32
180958	05/16/2014	SPENCER WILES		465.00
180959	05/16/2014	WILLIAMS RECORDING		1,600.00
180960	05/16/2014	WOODBRIDGE HIGH SCHOOL		250.00
180961	05/16/2014	XPEDX		187.65
80962	05/16/2014	YALE/CHASE EQUIPMENT AND SERVICES, INC.		91.10
180963	05/16/2014	SADDLEBACK APPLIANCES		60.06
180964	05/16/2014	US FOODS		2,256.13

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#### **Board Report**

Check Number	Check Date	Pay to the Order of	Check Amou
180965	05/16/2014	AMERICAN GEOTECHNICAL, INC.	420.0
180966	05/16/2014	CARAHSOFT TECHNOLOGY CORP	318,233.1
180967	05/16/2014	C.W. DRIVER CONTRACTORS INC.	1,141,967.0
180968	05/16/2014	ENOVITY, INC ATTN: ACCOUNTS RECEIVABLE	1,781.8
180969	05/16/2014	EPD SOLUTIONS, INC.	710.0
180970	05/16/2014	LCC3 CONSTRUCTION SERVICES INC	29,492.0
80971	05/16/2014	NEUDESIC, LLC	92,309.0
80972	05/16/2014	REGISTER COMMUNICATIONS	2,150.0
80973	05/16/2014	P2S ENGINEERING INC	810.0
80974	05/16/2014	PRECISION PLUMBING	1,929.1
80975	05/16/2014	QUEZADA PRO LANDSCAPE, INC.	1,080.0
80976	05/16/2014	STATE CRANE	770.0
80977	05/16/2014	ABC ICE HOUSE	46.6
80978	05/16/2014	ACCREDITING COMMISSION FOR COMMUNITY & JUNIOR COLLEGES	23,284.0
80979	05/16/2014	ADI	155.0
80980	05/16/2014	AIRGAS USA, LLC	230.4
80981	05/16/2014	AIRGAS NATIONAL CARBONATION	262.9
80982	05/16/2014	ALLIEDBARTON SECURITY SERVICES	1,463.4
80983	05/16/2014	ALLSTEEL INC.	4,928.0
80984	05/16/2014	AMTECH ELEVATOR SERVICES	51.6
80985	05/16/2014	APPLE COMPUTER INC.	1,696.9
80986	05/16/2014	ARROWHEAD DRINKING WATER	238.2
80987	05/16/2014	ATI	11,375.0
80988	05/16/2014	AVALON TENT & PARTY	225.0
80989	05/16/2014	AIRPORT VAN RENTAL	1,530.6
80990	05/16/2014	B & H PHOTO	1,967.4
		Unpaid Sales Tax 157.39	•
		Expensed Amount 2,124.82	•
80991	05/16/2014	BAKER & TAYLOR	2,001.7
80992	05/16/2014	BESAFE TECHNOLOGIES, INC.	738.1
80993	05/16/2014	BLICK ART MATERIALS	194.2
80994	05/16/2014	TOD A. BURNETT	1,217.6
80995	05/16/2014	BUTLER CHEMICALS, INC.	455.3
80996	05/16/2014	CA ASSN OF ALCOHOLISM & DRUG EDUCATORS	300.0
B0997	05/16/2014	CRAIG CAMMELL	110.0
80998	05/16/2014	JOHN T. CASAGRANDE JTC CONSULTING	4,000.0
30999	05/16/2014	CDW GOVERNMENT, INC.	5,956.7
B1000	05/16/2014	CHEF WORKS, INC.	147.6
B1001	05/16/2014	CINTAS CORPORATION	63.0
81002	05/16/2014	CLARK SECURITY PRODUCTS	201.0
	05/16/2014	*****	
81003 81004		COASTLINE ROP	3,264.2
81004 81005	05/16/2014	COMMUNITY COLLEGE WEEK	52.0
81005 81006	05/16/2014	COMPUTER CO-OP	503.3
81006	05/16/2014	COMWARE TECHNICAL SERVICES INC	2,308.0
81007	05/16/2014	CONSTELLATION NEWENERGY GAS DIVISION LLC BANK OF AMERICA	36,272.8
81008	05/16/2014	CORNER BAKERY CAFE	1,665.0
81009	05/16/2014	CROWN FENCE	1,119.0

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#### **Board Report**

Check Number	Check Date	Pay to the Order of	Check Amount
181010	05/16/2014	CULVER-NEWLIN	90.20
181011	05/16/2014	DE NAULT'S TRUE VALUE HARDWARE	762.40
181012	05/16/2014	DELL MARKETING L.P. C/O DELL USA L.P.	258.05
181013	05/16/2014	DIVERSIFIED BUSINESS SERVICES	215.53
181014	05/16/2014	DUNN-EDWARDS CORPORATION	113.79
181015	05/16/2014	ECOLOGICAL FERTIGATION INC	702.45
181016	05/16/2014	SCHOOL HEALTH CORPORATION	951.87
181017	05/16/2014	END2END, INC.	3,960.00
181018	05/16/2014	FEDERAL EXPRESS	172.28
181019	05/16/2014	FISHER SCIENTIFIC	597.54
181020	05/16/2014	FONTIS SOLUTIONS	1,690.20
181021	05/16/2014	LINDSAY FOX	15.03
181022	05/16/2014	FREEWAY AUTO SUPPLY	70.16
181023	05/16/2014	FRY'S ELECTRONICS	181.95
181024	05/16/2014	ALLSTEEL, INC.	23,955.47
181025	05/16/2014	BCH WATERWORKS	23,955.47 560.00
181026	05/16/2014	DAIRY DEPOT	
181027	05/16/2014		175.10
181028	05/10/2014	DEFOE FURNITURE 4 KIDS ELIZABETH CIPRES	3,492.80
181029			18.19
	05/19/2014	WILL GLEN	94.41
181030	05/19/2014	HOME DEPOT CREDIT SERVICES	1,150.64
81031	05/19/2014	JULIUS A. IBANEZ	750.00
181032	05/19/2014	EFAX CORPORATE c/o J2 GLOBAL, INC.	154.90
181033	05/19/2014	DIANE LEWIS	99.71
181034	05/19/2014	MICHAEL LOWELL MC CORMICK	15.82
181035	05/19/2014	MARCIA MILCHIKER	88.98
181036	05/19/2014	MOULTON-NIGUEL WATER DIST.	10,190.32
181037	05/19/2014	NASFAA NATIONAL CONFERENCE	2,508.00
181038	05/19/2014	NEUDESIC, LLC	5,310.00
181039	05/19/2014	OC SHERIFF'S DEPARTMENT COMMUNICATIONS & TECH. DIV.	314.21
181040	05/19/2014	ONE STOP PARTS SOURCE	58.58
81041	05/19/2014	SPARKLETTS	54.14
181042	05/19/2014	SPARKLETTS	3,733.83
81043	05/19/2014	SC ASSOCIATED STUDENT BODY	736.00
181044	05/19/2014	SHELL FLEET CARD SERVICES PROCESSING CENTER	5,071.35
81045	05/20/2014	NSSA	600.00
181046	05/20/2014	OFFICE MAX INCORPORATED	11,102.70
81047	05/20/2014	OFFICE MAX INCORPORATED	101.51
181048	05/20/2014	VEHICLE ENHANCMENT SPEC., INC.dba SOUTH COUNTY AUTO BODY	1,738.88
181049	05/20/2014	U.S. POSTAL SERVICE MISSION VIEJO POST OFFICE	200.00
Cancelle	<b>d</b> on 05/27/2014, Cancel	Register # AP05272014C	
81050	05/20/2014	SAN DIEGO GAS & ELECTRIC	59,919.38
81051	05/20/2014	GALE SUPPLY COMPANY	448.20
81052	05/20/2014	GOODWILL INDUSTRIES OF ORANGE COUNTY	2,475.00
181053	05/20/2014	HEWLETT PACKARD ATTN: PUBLIC SECTOR SALES	1,303.74

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

001 - South Orange County Community Generated for College District

Generated for Nancy Hulse (NHULSE), Jun 4 2014 8:10AM

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## **Board Report**

AND DESCRIPTION OF THE PERSON			
Check Number	Check Date	Pay to the Order of	Check Amoun
181054	05/20/2014	HOME DEPOT CREDIT SERVICES	313.60
181055	05/20/2014	HUMANSCALE C/O UNITED INTERIORS	783.29
181056	05/20/2014	GARY I. KUSUNOKI	290.00
181057	05/20/2014	LIGHTING SUPPLY, INC.	4,325.40
181058	05/20/2014	MAIN GRAPHICS	2,427.34
181059	05/20/2014	MC KESSON MEDICAL SURGICAL	221.62
181060	05/20/2014	MUSICIAN'S FRIEND, INC.	1,262.25
181061	05/20/2014	ORANGE CO. FARM SUPPLY	987.50
181062	05/20/2014	ORANGE COUNTY REGISTER	1,062.00
181063	05/20/2014	OHLONE COMMUNITY COLLEGE DISTRICT COMM. ED. DEPT	320.00
181064	05/20/2014	NAT'L GEOGRAPHIC STORE	33.37
181065	05/20/2014	NOVEDGE LLC	46.04
181066	05/21/2014	GOLDEN WEST COLLEGE AQUATICS	450.00
181067	05/21/2014	GOLDEN WEST COLLEGE AQUATICS	350.00
181068	05/21/2014	RCC SWIM TRUST ATTN; DOUG FINFROCK	620.00
181069	05/21/2014	AT&T	5,901.79
181070	05/21/2014	UNISOURCE WORLDWIDE INC.	3,658.95
181071	05/21/2014	VERIZON	75.08
181072	05/21/2014	VERIZON	299.77
181073	05/21/2014	WORDSMART	1,500.00
181074	05/21/2014	XEROX CORPORATION	21,817.14
181075	05/21/2014	XEROX CORPORATION	19.18
181076	05/21/2014	ABC ICE HOUSE	40.50
181077	05/21/2014	AUTOMOTIVE ELECTRONIC SERVICES	843.68
181078	05/21/2014	AMARA AGUILAR	99.00
181079	05/21/2014	ALLDATA LLC	975.00
181080	05/21/2014	ALLIEDBARTON SECURITY SERVICES	1,463.44
181081	05/21/2014	AMER. SOCIOLOGICAL ASSN.	85.00
		Unpaid Sales Tax 6.00	
		Expensed Amount 91.00	
181082	05/21/2014	ARAMARK UNIFORM SERVICES, INC	53.96
181083	05/21/2014	ASW EXPRESS	1,169.08
		Unpaid Sales Tax 89.41	
		Expensed Amount 1,258.49	
181084	05/21/2014	BIO-RAD LABORATORIES, INC. LIFE SCIENCE GROUP	900.92
181085	05/21/2014	THE BLIND FACTORY	235.00
181086	05/21/2014	BOUNDLESS NETWORK	2,271.67
181087	05/21/2014	NANCY BRACKEN	1,558.38
181088	05/21/2014	CAAHEP	450.00
181089	05/21/2014	CAPITOL ADVOCACY PARTNERS LLC	4,635.10
181090	05/21/2014	CARQUEST AUTO PARTS	174.57
181091	05/21/2014	CDW GOVERNMENT, INC.	9,265.00
181092	05/21/2014	BARBARA COX	67.45
181093	05/21/2014	CULLIGAN	54.00
181094	05/21/2014	DIVERSIFIED BUSINESS SERVICES	101.00
181095	05/21/2014	RON ELLISON	544.42
181096	05/21/2014	SCHOOL HEALTH CORPORATION	351.01
181097	05/21/2014	EPLUS TECHNOLOGY INC	44,102.60

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

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## **Board Report**

Check Number	Check Date	Pay to the Order of	Check Amoun
181098	05/21/2014	FISHER SCIENTIFIC	248.59
81099	05/21/2014	FISHER SCIENTIFIC ACCT #719629-002	1,306.49
81100	05/21/2014	SHEILA FORSBERG	4,262.50
181101	05/21/2014	DAYLE MOINTOSH CENTER FOR THE DISABLED	384.00
81102	05/21/2014	DISCOUNT SCHOOL SUPPLY	1,376.96
81103	05/21/2014	EMERSON ABBOTT	65.00
81104	05/21/2014	ACADEMIC SENATE	730.00
81105	05/21/2014	MARINA AMINY	199.52
81106	05/21/2014	ANN MARIE BRESLIN	59.60
81107	05/21/2014	DEIDRE CAVAZZI	1,200.00
81108	05/21/2014	SHERYL CHRISTENSEN	119.90
81109	05/21/2014	COMMUNITY COLLEGE FACILITY COALITION (CCFC)	75.00
81110	05/21/2014	COMMUNITY COLLEGE OF BALTIMORE COUNTY	300.00
81111	05/21/2014	COMMUNITY COLLEGE OF BALTIMORE COUNTY	300.00
81112	05/21/2014	COMMUNITY COLLEGE OF BALTIMORE COUNTY	300.00
81113	05/21/2014	COMMUNITY COLLEGE OF BALTIMORE COUNTY	300.00
81114	05/21/2014	COUNCIL FOR RESOURCE DEVELOP.	375.00
81115	05/21/2014	ARLEEN ELSEROAD	449.55
81116	05/21/2014	EMBASSY SUITES BALTIMORE INNER HARBOR	550.94
81117	05/21/2014	EMBASSY SUITES BALTIMORE INNER HARBOR	550.94
81118	05/21/2014	EMBASSY SUITES BALTIMORE INNER HARBOR	550.94
81119	05/21/2014	JAMES K. FAGAN	251.12
81120	05/21/2014	JENNIFER GOLDEN	132.45
81121	05/21/2014	DENNIS GORDON	70.79
81122	05/21/2014	RUBEN GUZMAN	431.00
81123	05/21/2014	CRAIG HAYWARD	469.58
81124	05/21/2014	JUDY HENMI	121.20
81125	05/21/2014	LORI HOOLIHAN	600.00
81126	05/21/2014	ELIZABETH HORAN	1,200.00
81127	05/21/2014	BARBARA HUGGINS	
81128	05/21/2014	KRIS JONES	19.76
81129	05/21/2014	DR. CRAIG JUSTICE	100.00
			584,92
81130	05/21/2014	JAYNE KLUNDER	125.16
81131	05/21/2014	MARK MINKLER	119.90
81132	05/21/2014	PAPA PESTICIDE APPLICATORS ASSOC.	160.00
81133	05/21/2014	VINCENT POLLIZZI	155.92
81134	05/21/2014	DONNA RANE-SZOSTAK	625.00
81135	05/21/2014	KAY RYALS	25.00
81136	05/21/2014	MICHELLE SCHARF	119.90
81137	05/21/2014	CARYN SUSSMAN	119.90
81138	05/21/2014	TIFFANY TRAN	544.58
81139	05/21/2014	KATHLEEN WERLE	788.00
81140	05/22/2014	EVOQUA WATER TECHNOLOGIES LLC	516.12
81141	05/22/2014	DONNA RANE-SZOSTAK	19.99
81142	05/22/2014	RICHARD THE THREAD EMPIRE TAPE	5,330.40
B1143	05/22/2014	THE RIEGLE PRESS, INC.	50.00
		Unpaid Sales Tax 4.00	
81144		Expensed Amount 54.00 KAY RYALS	175.76

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## **Board Report**

Check Number	Check Date	Pay to the Order of	Check Amoun
181145	05/22/2014	S & B FOODS CATERING DIVISION	1,821.75
181146	05/22/2014	S/P2	199.00
181147	05/22/2014	FHEG - SADDLEBACK BOOKSTORE STORE NO. 296	712.80
181148	05/22/2014	FHEG - SADDLEBACK BOOKSTORE STORE NO. 296	854.28
181149	05/22/2014	SHRED-IT USA-SAN DIEGO	80.00
181150	05/22/2014	SOUTHERN CALIFORNIA EDISON CO.	2,248.82
181151	05/22/2014	SOUTHERN CALIFORNIA EDISON CO.	7,560.02
81152	05/22/2014	SOUTHERN CALIFORNIA EDISON CO.	21,139.70
181153	05/22/2014	SOUTHERN CALIFORNIA EDISON CO.	69.63
181154	05/22/2014	SOUTHERN COUNTIES OIL CO.	4,792.46
181155	05/22/2014	PATRIC TAYLOR	169.58
181156	05/22/2014	TEAC CORPORATION	80.00
181157	05/22/2014	TUTTLE-CLICK FORD	68.94
181158	05/22/2014	WARD'S NATURAL SCIENCE	158.32
181159	05/22/2014	WESTWIND SAILING, LLC	448.00
81160	05/22/2014	XEROX CORPORATION	1,034.10
81161	05/22/2014	XEROX EDUCATION SERVICES, INC.	175.45
181162	05/22/2014	YALE/CHASE EQUIPMENT AND SERVICES, INC.	99.29
181163	05/22/2014	U.S. POSTAL SERVICE MISSION VIEJO POST OFFICE	5,000.00
181164	05/22/2014	SO, ORANGE CO. COMM. COL.DIST	369.00
181165	05/22/2014	ACOUSTICAL SURFACES INC	4,088.04
		Unpaid Sales Tax 279.64	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
		Expensed Amount 4,367.68	
81166	05/22/2014	CDW GOVERNMENT, INC.	5,685.93
181167	05/22/2014	DELL MARKETING L.P. C/O DELL USA L.P.	29,602.45
181168	05/22/2014	DLR GROUP	10,905.07
181169	05/22/2014	EPD SOLUTIONS, INC.	9,687.50
181170	05/22/2014	EPLUS TECHNOLOGY INC	64,479.56
181171	05/22/2014	FACILITIES PLANNING & PROGRAM SERVICES, INC	2,070.00
81172	05/22/2014	JACKSON, DE MARCO, TIDUS, & PECKENPAUGH	51,745.60
81173	05/22/2014	LANAIR GROUP LLC	19,466.92
181174	05/22/2014	OFFICE MAX INCORPORATED	1,380.78
181175	05/22/2014	ORANGE COAST FENCE COMPANY	5,506.00
81176	05/22/2014	PARSONS BRINCKERHOFF, INC.	300.00
81177	05/22/2014	PENN CORPORATE RELOCATION SERVICES, INC.	336.00
81178	05/22/2014	PUBLIC ECONOMICS, INC.	3,725.06
81179	05/22/2014	S & B FOODS CATERING DIVISION	204.36
81180	05/27/2014	POSTMASTER	559.29
81181	05/27/2014	3D RAPID PROTOTYPING INC.	
81182	05/27/2014	ALLIEDBARTON SECURITY SERVICES	1,488.24
181183	05/27/2014		2,926.88
		APEX AUDIO	1,736.00
81184	05/27/2014	ARAMARK UNIFORM SERVICES	107.92
81185	05/27/2014	ARAMARK UNIFORM SERVICES, INC	215.84
181186	05/27/2014	ART SUPPLY WAREHOUSE	284.98
181187	05/27/2014	JOYCE BARTLOMAIN	22.00
181188	05/27/2014	KELLY BENNETT BENNETT PRODUCTIONS UNLIMITED	3,608.00

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## **Board Report**

Check Number	Check Date	Pay to the Order of			Check Amou
181189	05/27/2014	DR. NANCY CARRITTE	E INDUSTRIAL		1,750.0
		PSYCHOLOGIST			
181190	05/27/2014	CART MART, INC.			31,614.0
181191	05/27/2014	CDW GOVERNMENT,	INC.		1,389.9
181192	05/27/2014	CINTAS CORPORATIO	N		63.0
181193	05/27/2014	COX COMMUNICATIO	NS		2,052.8
181194	05/27/2014	COX COMMUNICATIO	NS		10.2
181195	05/27/2014	COX COMMUNICATIO	NS		1,108.0
181196	05/27/2014	COX COMMUNICATIO	NS		2,383.0
181197	05/27/2014	ANDREW CRAVEN			4.5
181198	05/27/2014	CULLIGAN			57.3
181199	05/27/2014	DISH NETWORK			75.8
81200	05/27/2014	DISPLAYS 2GO	ATTN: ACCOUNTS REC	EIVABLE	1,097.4
			Unpaid Sales Tax	69.61	
			Expensed Amount	1,167.05	
81201	05/27/2014	DOCTOR'S AMBULAN	CE SERVICE		65.0
81202	05/27/2014	DUNN-EDWARDS COF	RPORATION		487.3
81203	05/27/2014	<b>EPLUS TECHNOLOGY</b>	, INC.		30,755.2
81204	05/27/2014	MARK ESTRADA			35.0
81205	05/27/2014	FEDERAL EXPRESS			49.5
81206	05/27/2014	FISHER SCIENTIFIC			987.6
81207	05/27/2014	DAYLE MoINTOSH CEI	NTER FOR THE DISABLED		512.0
81208	05/27/2014	DAIRY DEPOT			57.8
81209	05/28/2014	AVERY CALDWELL			70.7
81210	05/28/2014	COMMUNITY COLLEG	E LEAGUE OF CA		760.0
81211	05/28/2014	TAM DO			119.3
81212	05/28/2014	EBSCO SUBSCRIPTIO	N SERVICE		11.1
81213	05/28/2014	MONICA FRIEDRICH			444.4
81214	05/28/2014	YOLANDA GOULDSMI	TH		119.9
81215	05/28/2014	ISABEL GUTIERREZ			119.3
81216	05/28/2014	JERRY HANNULA			486.8
81217	05/28/2014	DEBRA KERR			317.1
81218	05/28/2014	STEVE LEE			119.3
B1219	05/28/2014	ORLANTHA NIN			105.0
B1220	05/28/2014	ALLISON PRATT			600.0
B1221	05/28/2014	PARISA SOLTANI			105.0
81222	05/28/2014	DAN WALSH			482.5
81223	05/28/2014	U.S. POSTAL SERVICE	ATTENTION: BULK I	JΔH	200.0
81224	05/28/2014	JANICE BROWN	. ATTENTION BOLK	AILTIE	25.2
81225	05/28/2014	CRAIG CONNOR			133.2
81226	05/28/2014	G/M BUSINESS INTER	IOBS		494.7
81227	05/28/2014	STEVE GASKEY	10113		
81228	05/28/2014	GKKWORKS			2,450.0 2,728.6
81229			: <b>c</b>		2,728.6
	05/28/2014	HOSPITAL ASSOCIATE	-5		284.3
81230 81231	05/28/2014	GRANICUS, INC.	NATIONAL		1,075.0
	05/28/2014	GREEN THUMB INTER			20.3
81232 <sub>81233</sub>	05/28/2014	HARDY DIAGNOSTICS			417.6
81233 81234	05/28/2014 05/28/2014	HERFF JONES, INC. GABRIELA HERNANDE	DIPLOMA SPECIALIST	5	931.0 35.0

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## **Board Report**

Check Number         Check Date         Pay to the Order of           181235         05/28/2014         HEWLETT PACKARD           181236         05/28/2014         HIGH SCHOOL MEDIA, LLC           181237         05/28/2014         HIGHER ONE INC.           181238         05/28/2014         HOME DEPOT CREDIT SERVICES           181239         05/28/2014         HORIZON           181240         05/28/2014         IACLEA           181241         05/28/2014         INTENT DIGITAL LLC           Unpaid Sales Tax         120.00           Expensed Amount         1,635.25           181242         05/28/2014         IRVINE RANCH WATER DIST.           181243         05/28/2014         ISLAND PROMOTIONAL PRODUCTS           181244         05/28/2014         FHEG IVC BOOKSTORE         STORE NO 895 MA	Check Amount
181236 05/28/2014 HIGH SCHOOL MEDIA, LLC  181237 05/28/2014 HIGHER ONE INC.  181238 05/28/2014 HOME DEPOT CREDIT SERVICES  181239 05/28/2014 HORIZON  181240 05/28/2014 IACLEA  181241 05/28/2014 INTENT DIGITAL LLC  Unpaid Sales Tax 120.00 Expensed Amount 1,635.25  181242 05/28/2014 IRVINE RANCH WATER DIST.  181243 05/28/2014 ISLAND PROMOTIONAL PRODUCTS	
181237       05/28/2014       HIGHER ONE INC.         181238       05/28/2014       HOME DEPOT CREDIT SERVICES         181239       05/28/2014       HORIZON         181240       05/28/2014       IACLEA         181241       05/28/2014       INTENT DIGITAL LLC         Unpaid Sales Tax Expensed Amount       120.00         Expensed Amount       1,635.25         181242       05/28/2014       IRVINE RANCH WATER DIST.         181243       05/28/2014       ISLAND PROMOTIONAL PRODUCTS	1,770.96
181238 05/28/2014 HOME DEPOT CREDIT SERVICES  181239 05/28/2014 HORIZON  181240 05/28/2014 IACLEA  181241 05/28/2014 INTENT DIGITAL LLC  Unpaid Sales Tax 120.00  Expensed Amount 1,635.25  181242 05/28/2014 IRVINE RANCH WATER DIST.  181243 05/28/2014 ISLAND PROMOTIONAL PRODUCTS	500.00
181239 05/28/2014 HORIZON  181240 05/28/2014 IACLEA  181241 05/28/2014 INTENT DIGITAL LLC  Unpaid Sales Tax 120.00 Expensed Amount 1,635.25  181242 05/28/2014 IRVINE RANCH WATER DIST.  181243 05/28/2014 ISLAND PROMOTIONAL PRODUCTS	2,241.80
181240       05/28/2014       IACLEA         181241       05/28/2014       INTENT DIGITAL LLC         Unpaid Sales Tax	995.42
181241         05/28/2014         INTENT DIGITAL LLC           Unpaid Sales Tax         120.00           Expensed Amount         1,635.25           181242         05/28/2014         IRVINE RANCH WATER DIST.           181243         05/28/2014         ISLAND PROMOTIONAL PRODUCTS	2,066.69
Unpaid Sales Tax 120.00 Expensed Amount 1,635.25  181242 05/28/2014 IRVINE RANCH WATER DIST.  181243 05/28/2014 ISLAND PROMOTIONAL PRODUCTS	200.00
Expensed Amount 1,635.25 181242 05/28/2014 IRVINE RANCH WATER DIST. 181243 05/28/2014 ISLAND PROMOTIONAL PRODUCTS	1,515.25
181242         05/28/2014         IRVINE RANCH WATER DIST.           181243         05/28/2014         ISLAND PROMOTIONAL PRODUCTS	
181243 05/28/2014 ISLAND PROMOTIONAL PRODUCTS	
	300.75
ARADAA DEIQRIONAA EURO NO DOOMOTODE OTODE NO DOCENA	180.00
181244 05/28/2014 FHEG IVC BOOKSTORE STORE NO 895 MA	1,377.95
181245 05/28/2014 IRVINE VALLEY COLLEGE	479.00
181246 05/28/2014 IRVINE VALLEY COLLEGE	567.00
181247 05/28/2014 IRVINE VALLEY COLLEGE	521.00
181248 05/28/2014 IRVINE VALLEY COLLEGE	493.00
181249 05/28/2014 J-2 TOWING & TRANSPORT	500.00
181250 05/28/2014 JACOBSEN WEST	496.53
181251 05/28/2014 JIST WORKS, INC.	129.51
181252 05/28/2014 JEFF KAUFMANN	284.71
181253 05/28/2014 KELLY PAPER	1,074.39
181254 05/28/2014 KENNY'S AUTO UPHOLSTERY, INC.	800.00
181255 05/28/2014 KEN KINDER	23.02
181256 05/28/2014 GARY I. KUSUNOKI	120.00
181257 05/28/2014 SHARON LANDIS	480.00
181258 05/28/2014 DIANE LEWIS	127,35
181259 05/28/2014 LIEBERT CASSIDY WHITMORE	5,403.50
181260 05/28/2014 LYNDE-ORDWAY CO., INC.	3,649.01
181261 05/28/2014 M-R MUSIC	26.00
181262 05/28/2014 MAIN GRAPHICS	222.48
181263 05/28/2014 MARINE DEPOT	480.00
Unpaid Sales Tax 32.00	
Expensed Amount 512.00	
181264 05/28/2014 ANDREA MATHEWS	35.00
181265 05/28/2014 SAMANTHA MC CANN	200.00
181266 05/28/2014 MC KESSON MEDICAL SURGICAL	198.49
181267 05/28/2014 McMASTER CARR SUPPLY CO.	124.13
181268 05/28/2014 KAREN MC NULTY	7.11
181269 05/28/2014 MICRO CENTER A/R	658.77
181270 05/28/2014 MILLENNIUM BUSINESS SERVICES Marty Cohn	360.07
181271 05/28/2014 MONTGOMERY HARDWARE	10,218.17
181272 05/28/2014 HEATHER NATHAN	75.55
181273 05/28/2014 NETOP	3,137.40
181274 05/28/2014 NEWPORT CORP.	1,712.50
181275 05/28/2014 KEVIN O'CONNOR	38.75
181276 05/28/2014 OC TREASURER-TAX COLLECTOR	17,061.16
181277 05/28/2014 ORANGE COUNTY REGISTER	398.74
181278 05/28/2014 ORANGE COUNTY REGISTER	262.00
181279 05/28/2014 ORANGEWOOD CHILDREN'S FOUNDATION	800.00

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

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## **Board Report**

Cheek Number	Chaek Date	Pay to the Order of	Obsels Assessed
Check Number	Check Date	Pay to the Order of	Check Amount
181280	05/28/2014	LINDSAY STEINRIEDE	684.00
181281	05/28/2014	AT & T	27.43
181282	05/28/2014	AT&T	549.72
181283	05/28/2014	AT&T	366.47
181284	05/28/2014	AT&T	48.56
181285	05/28/2014	AT&T	1,653.33
181286	05/28/2014	PARKHOUSE TIRE, INC.	191.51
181287	05/28/2014	RESERVE ACCOUNT 13631908 PITNEY BOWES	30,000.00
181288	05/28/2014	RP GROUP	350.00
181289	05/28/2014	XEROX CORPORATION	4,358.57
181290	05/28/2014	SAFEWAY, INC.	497.74
181291	05/28/2014	SO COAST A.Q.M.D.	447.45
181292	05/29/2014	ADVANCED OFFICE SERVICES IMAGING PLUS	604.80
181293	05/29/2014	ALL TECH SERVICE	925.00
181294	05/29/2014	ARC AMER. REPROGRAPHICS CO.	144.93
181295	05/29/2014	APPLE COMPUTER INC.	682.32
81296	05/29/2014	ARAMARK UNIFORM SERVICES, INC	958.00
81297	05/29/2014	B & H PHOTO VIDEO REMITTANCE PROCESSING	915.76
		Unpaid Sales Tax 73.26	
104000	05/00/0044	Expensed Amount 989.02	III 88
81298	05/29/2014	CALIFORNIA STAGE/LIGHTING, INC	737.00
81299	05/29/2014	CANON SOLUTIONS AMERICA, INC.	29.70
81300	05/29/2014	JOHN T. CASAGRANDE JTC CONSULTING	1,100.00
81301	05/29/2014	COAST FITNESS REPAIR SHOP	1,838.80
81302	05/29/2014	COLLEGESOURCE, INC.	7,129.00
81303	05/29/2014	CONSTELLATION NEWENERGY GAS DIVISION LLC BANK OF AMERICA	36,233.93
181304	05/29/2014	COX COMMUNICATIONS	2,110.56
81305	05/29/2014	CR&R	2,461.00
81306	05/29/2014	CR&R	790.00
81307	05/29/2014	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE, CASHIERING	6,164.00
81308	05/29/2014	FILEMAKER, INC	746.00
81309	05/29/2014	FISHER SCIENTIFIC	261.15
81310	05/29/2014	FOSTER CARE AUXILIARY OF OC	120.00
81311	05/29/2014	FRY'S ELECTRONICS	76.98
81312	05/29/2014	ARTCRAFT AND FOREMOST INC. DBA PROMOTIONS NOW	649.00
		Unpaid Sales Tax 51.92	
		Expensed Amount 700.92	
81313	05/29/2014	DEPARTMENT OF SOCIAL SERVICES	880.00
81314	05/29/2014	ALLANA BUICK & BERS, INC.	525.00
81315	05/29/2014	APPLE COMPUTER INC.	10,347.96
81316	05/29/2014	CDW GOVERNMENT, INC.	14,647.46
81317	05/29/2014	CEDARCRESTONE INC	73,000.46
81318	05/29/2014	ENAMIX, INC.	10,777.50
81319	05/29/2014	GKKWORKS	25,800.50
81320	05/29/2014	HMC ARCHITECTS	27,000.00
81321	05/29/2014	KIM MC CORD	39.50
he preceding Check	ks have been issued in a	ccordance with the District's Policy and authorization	-

001 - South Orange County Community College District

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

Generated for Nancy Hulse (NHULSE), Jun 4 2014 8:10AM

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## **Board Report**

Check Number	Check Date	Pay to the Order of	Check Amoun
181322	05/29/2014	NIMBLE CONSULTING	10,625.00
181323	05/29/2014	BOB PARRETT CONSTRUCTION, INC.	4,975.00
181324	05/29/2014	QUEZADA PRO LANDSCAPE, INC.	1,690.00
181325	05/29/2014	S & B FOODS CATERING DIVISION	89.32
181326	05/29/2014	SYNERGY SOFTWARE SOLUTIONS	7,505.00
181327	05/30/2014	W. W. GRAINGER	332.32
181328	05/30/2014	PETCO ANIMAL SUPPLIES, INC.	59.37
181329	05/30/2014	PETERSON'S, A NELNET CO	836.86
181330	05/30/2014	PHARMEDIX	160.75
181331	05/30/2014	PHOENIX GROUP	2,957.95
181332	05/30/2014	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	791.00
181333	05/30/2014	PROFESSIONAL PERSONNEL LEASING	1,842.60
181334	05/30/2014	PUBLIC SQUARED	6,325.40
181335	05/30/2014	QUEST DIAGNOSTICS	428.84
181336	05/30/2014	ROYAL PLYWOOD CO., LLC	1,494.51
181337	05/30/2014	S & B FOODS CATERING DIVISION	1,863.70
181338	05/30/2014	SHAHEEN SHEIK-SADHAL	500.00
181339	05/30/2014	PRO OFFICE AND FILING SUPPLIES	741.31
181340	05/30/2014	ULINE, INC. ATTN: ACCOUNTS RECEIVABLE	239.52
181341	05/30/2014	UNISOURCE WORLDWIDE INC.	200.53
181342	05/30/2014	JIM WRIGHT	61.99
181343	05/30/2014	SAFEWAY, INC.	115.27
181344	05/30/2014	RICHARD SNEED	314.70
181345	06/03/2014	OFFICE MAX INCORPORATED	29,788.22
181346	06/03/2014	OFFICE MAX INCORPORATED	1,894.71
181347	06/03/2014	VERIZON	65.92
181348	06/03/2014	ACADEMIC SENATE	780.00
181349	06/03/2014	MORGAN BARROWS	148.76
81350	06/03/2014	KIMBERLY BELL	201.32
181351	06/03/2014	DAVID BUGAY	182.60
81352	06/03/2014	TOD A. BURNETT	575.25
181353	06/03/2014	ROBERT CHABOYA	456.00
181354	06/03/2014	LUCIE DURAN-HERWEHE	529.28
81355	06/03/2014	JUDY HENMI	79.60
81356	06/03/2014	CAROL HILTON	514.47
81357	06/03/2014	TONY LIPOLD	482.32
81358	06/03/2014	RANIA MESRI	201.74
81359	06/03/2014	EILEEN-ALANNAH ROSENBERG	2,190.75
81360	06/03/2014	TIFFANY TRAN	105.00
81361	06/03/2014	TASHA TRANKIEM	1,825.11
81362	06/03/2014	WELLS FARGO #1606	3,928.16
		Unpaid Sales Tax 65.67	•
		Expensed Amount 3,993.83	
81363	06/03/2014	WELLS FARGO #2496	3,776.40
81364	06/03/2014	WELLS FARGO #3317	2,507.95
		Unpaid Sales Tax 25.61	
		Expensed Amount 2,533.56	
81365	06/03/2014	KATHLEEN WERLE	10.00
81366	06/03/2014	WELLS FARGO #3317	1,238.57

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## **Board Report**

Check Number	Check Date	Pay to the Order of	Check Amoun
181367	06/03/2014	AT & T MOBILITY	11.48
181368	06/03/2014	AT & T	128.18
181369	06/03/2014	AT & T	449.62
181370	06/03/2014	AT & T	78.56
181371	06/03/2014	AT & T	78.56
181372	06/03/2014	AT & T	78.56
181373	06/03/2014	AT&T	12.41
181374	06/03/2014	MARY ANSTADT	77.22
181375	06/03/2014	CHEVRON AND TEXACO BUSINESS CARD SERVICES	932.22
181376	06/03/2014	FARIDA GABDRAKHMANOVA	381.39
181377	06/03/2014	GANAHL LUMBER	486.57
181378	06/03/2014	GOLF TEAM PRODUCTS	2,090.00
		Unpaid Sales Tax 167.20	
		Expensed Amount 2,257.20	
181379	06/03/2014	JACQUELINE GOODE	240.00
181380	06/03/2014	GOODWILL INDUSTRIES OF ORANGE COUNTY	1,215.00
81381	06/03/2014	RUBEN GUZMAN	25.95
181382	06/03/2014	HARDY DIAGNOSTICS	144.04
181383	06/03/2014	HERFF JONES, INC. DIPLOMA SPECIALISTS	3,884.79
181384	06/03/2014	HEWLETT PACKARD ATTN: PUBLIC SECTOR SALES	963.44
81385	06/03/2014	HITT MARKING DEVICES, INC.	36.16
81386	06/03/2014	HOME DEPOT CREDIT SERVICES	386.05
81387	06/03/2014	HOUGHTON MIFFLAN CO. TSC	810.00
81388	06/03/2014	DENICE INCIONG	52.92
81389	06/03/2014	INTERACT COMMUNICATIONS, INC.	12,500.00
81390	06/03/2014	IRVINE RANCH WATER DIST.	13,376.28
81391	06/03/2014	JACOBSEN WEST	500.00
81392	06/03/2014	TOMAS JECH	500.00
81393	06/03/2014	J.W. PEPPER & SON, INC.	2,262.17
81394	06/03/2014	KEENAN & ASSOCIATES ACCOUNTS RECEIVABLE	56,467.30
81395	06/03/2014	LAGUNA GRAPHIC ARTS, INC.	51.12
81396	06/03/2014	MAIN GRAPHICS	5,162.41
81397	06/03/2014	MIROSLAVA MANCHIK	441.64
81398	06/03/2014	MAPPING YOUR FUTURE, INC.	1,800.00
81399	06/03/2014	MC KESSON MEDICAL SURGICAL	2,522.65
81400	06/03/2014	SALLIE MILLER	120.00
81401	06/03/2014	MISSION VIEJO COUNTRY CLUB	2,803.68
81402	06/03/2014	SHANNA MOORHOUSE	18.17
81403	06/03/2014	MGM SPORTS MARKETING	558.00
		Unpaid Sales Tax 44.64	
		Expensed Amount 602.64	
81404	06/03/2014	NEUDESIC, LLC	5,198.00
81405	06/03/2014	NFPA	173.99
81406	06/03/2014	O'MEARA, MICHAEL	15.12
81407	06/03/2014	ORANGE CO. COMMERCIAL PRINTING	1,731.00
81408	06/03/2014	RUBY HAZZARD	45.36
81409	06/03/2014	THOMSON REUTERS/BARCLAYS BARCLAYS DIVISION	170.00
81410	06/03/2014	PACIFIC COACHWAYS	624.75

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

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#### **Board Report**

Check Number	Check Date	Pay to the Order of		Check Amount
181411	06/03/2014	PATON GROUP		3,220.80
181412	06/03/2014	PAYAM-E-ASHENA		250.00
181413	06/03/2014	PENN CORPORATE RELOCA	TION SERVICES, INC.	126.00
181414	06/03/2014	PRENDERGAST, T. J.		73.99
181415	06/03/2014	PRO PHOTO CONNECTION		220.00
181416	06/03/2014	QUEST DIAGNOSTICS		1,056.80
181417	06/03/2014	REINBERGER PRINTWERKS		4,469.05
181418	06/03/2014	MARIA RENTERIA		35.00
181419	06/03/2014	CYNTHIA ROE		280.00
181420	06/03/2014	JANE ROSENKRANS		132.00
181421	06/03/2014	SAFELITE AUTO GLASS		298.41
181422	06/03/2014	SALSBURY INDUSTRIES		614.79
181423	06/03/2014	GUISELLE SCOTT		1,260.00
181424	06/03/2014	SEHI PROCOMP COMPUTER	PRODUCTS	1,252.04
181425	06/03/2014	SOUTH COAST FAMILY	MEDI-CENTER, INC.	130.00
181426	06/03/2014	FARNOOSH SORAYA		240.00
181427	06/03/2014	ANTHONY TENG		485.99
181428	06/03/2014	TRIARCH INC.		635.47
181429	06/03/2014	TROXELL COMMUNICATIONS	S, INC.	1,242.00
181430	06/03/2014	ARACELI TRUJILLO		70.00
181431	06/03/2014	TUTTLE-CLICK FORD		58.25
181432	06/03/2014	UNITED SITE SERVICES	OF CALIFORNIA, INC.	275.32
181433	06/03/2014	VEOLIA ENERGY NORTH AM	ERICA HOLDINGS, INC.	293,486.00
181434	06/03/2014	VWR INTERNATIONAL, INC.		4,886.78
181435	06/03/2014	ROBERT WADDINGTON		120.00
181436	06/03/2014	WALLCUR, INC.		962.24
181437	06/03/2014	WARD'S NATURAL SCIENCE		81.13
181438	06/03/2014	KATHLEEN WERLE		54.00
181439	06/03/2014	WORLDWIDE RECOVERY	SYSTEMS, INC.	172.00
		Total Nu	mber of Checks 1,080	7,231,032.02

**Includes checks for only Bank Account COUNTY** 

	INGOO CITOONO IC	·· viii) Daimirio	
		Count	Amount
	Cancel	8	4,415.25
ļ	Reissue	2	10,000.00
ı	Net Issue	_	7,216,616.77

#### **Fund Summary**

Fund	Description	Check Count	<b>Expensed Amount</b>
01	General Fund	944	3,985,651.93
12	Child Development Fund	26	20,046.82
40	Capital Outlay Fund	86	2,797,900.41
68	Self-Insurance Fund	9	29,915.53
71	Retiree Benefit Fund	5	385,179.69
	Total Number of Checks	1,070	7,218,694.38
	Less Unpaid Sales Tax Liability		2,077.61
	Net (Check Amount)		7,216,616.77

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

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## **Board Report**

Check Number	Check Date	Pay to the Order of	Check Amount
011030	05/05/2014	A LITTLE DYNASTY LLC	1,814.40
011031	05/05/2014	ACADEMIC CHESS C/O ADAM BRODY	15,674.40
011032	05/05/2014	BRICKS 4 KIDZ ALC ENTERPRISES	3,024.00
011033	05/05/2014	YOUNG REMBRANDTS KATHLEEN M. ANGEL	2,322.00
011034	05/05/2014	SAHEL YOGA LLC	1,566.00
011035	05/05/2014	DARREN BRIAN JONES BRAINSTORM STUDIOS	486.00
011036	05/05/2014	COHEN-NAGLESTAD ENTERPRISES LLC	332.00
011037	05/05/2014	BOOGIE WOOGIE BABY	1,836.00
011038	05/05/2014	CONVERSA INC	1,328.00
011039	05/05/2014	CULINARY COOKING KIDS, LLC	3,780.00
011040	05/05/2014	FIT KIDS AMERICA	8,870.40
011041	05/05/2014	KAYLAA FOX	705.60
011042	05/05/2014	FUTURE BUILDERS WITH BRICKS	3,078.00
011043	05/05/2014	GOOD TIMES TRAVEL, INC.	7,030.00
D11044	05/05/2014	ART JUST CREATE IT	2,430.00
011045	05/05/2014	INSIGHT SYSTEMS GROUP, INC.	498.20
011046	05/05/2014	TGA OF SOUTH ORANGE COUNTY C/O ANTHONY LEONE	2,285.47
011047	05/05/2014	LIL' CHEF SCHOOL	2,484.00
011048	05/05/2014	KREMA LYUTSKANOVA	1,026.00
011049	05/05/2014	MAD SCIENCE OF ORANGE COUNTY	7,938.00
011050	05/05/2014	OC ART STUDIOS C/O LARISSA MARANTZ	504.00
011051	05/05/2014	SAN CLEMENTE OCEAN FESTIVAL	2,500.00
011052	05/05/2014	SADDLEBACK COLLEGE	10,000.00
D11053	05/05/2014	SUPER READERS SUPER CHEFS	2,268.00
011054	05/05/2014	BRAIN BUILDERS EDUCATIONAL PROGRAMS	6,588.00
011055	05/12/2014	TGA OF SOUTH ORANGE COUNTY C/O ANTHONY LEONE	726.66
011056	05/12/2014	KREMA LYUTSKANOVA	225.00
011057	05/12/2014	OFFICE MAX INCORPORATED	197.34
011058	05/12/2014	ONE ON ONE BASKETBALL, INC	4,212.00
Cancelle	<b>d</b> on 05/12/2014		
011059	05/13/2014	ONE ON ONE BASKETBALL, INC	4,022.00
011060	05/19/2014	ACADEMIC CHESS C/O ADAM BRODY	2,184.00
011061	05/19/2014	BRICKS 4 KIDZ ALC ENTERPRISES	450.00
011062	05/19/2014	SAHEL YOGA LLC	405.00
011063	05/19/2014	CONVERSA INC	1,103.50
011064	05/19/2014	CULINARY COOKING KIDS, LLC	2,790.00
011065	05/19/2014	FIT KIDS AMERICA	252.00
011066	05/19/2014	LIL' CHEF SCHOOL	405.00
011067	05/19/2014	MAD SCIENCE OF ORANGE COUNTY	1,440.00
011068	05/19/2014	ONE ON ONE BASKETBALL, INC	251.00
011069	05/19/2014	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	11.82
011070	05/19/2014	BRAIN BUILDERS EDUCATIONAL PROGRAMS	1,755.00
011071	05/23/2014	CAPISTRANO UNIFIED SCHOOL DISTRICT	93,695.68
11072	05/27/2014	ACADEMIC CHESS C/O ADAM BRODY	50.40
011073	05/27/2014	BILLY TEES	875.51
011074	05/27/2014	CONVERSA INC	1,374.00

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

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#### **Board Report**

Check Number	Check Date	Pay to the Order of	Check Amount
011075	05/27/2014	CURTIS M. ADNEY	1,320.00
011076	05/27/2014	EDUCATION TO GO	8,843,50
011077	05/27/2014	MAD SCIENCE OF ORANGE COUNTY	54.00
011078	05/27/2014	ARRON SEARCY	53.63
011079	05/27/2014	XEROX CORPORATION	514.24
011080	05/27/2014	KREMA LYUTSKANOVA	45.00
011081	05/30/2014	WIKI THINK	13,161.52
011082	05/30/2014	STEVEN DILLEY	654.12
011083	05/30/2014	ESTELLA CASTILLO-GARRISON	25.86
011084	05/30/2014	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	75.00
011085	05/30/2014	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	65.93
011086	05/30/2014	SOUTHWEST OFFSET PRINTING CO.	23,109.81
		Total Number of Checks 57	254,716.99

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

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١		Count	Amount
١	Cancel	1	4,212.00
ı			
ı	Net Issue		250,504.99

#### **Fund Summary**

Fund	Description	Check Count	<b>Expensed Amount</b>
09	SC Community Education Fund	56	250,504.99
	Total Number of Checks	56	250,504.99
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		250,504.99

#### **Board Report**

Checks Dated 04/30/2014 through 06/03/2014				
Check Number	Check Date	Pay to the Order of		Check Amount
009244	05/08/2014	POSTMASTER		6,847.93
009245	05/13/2014	BRUBAKER, REBECCA MAY		16.44
009246	05/13/2014	EDUCATION TO GO		865.25
009247	05/13/2014	S & B FOODS CATERING DIVISION		9.72
009248	05/23/2014	OFFICE MAX INCORPORATED		114.23
009249	05/23/2014	POSTMASTER		710.50
009250	05/23/2014	IRVINE VALLEY COLLEGE		481.64
009251	05/23/2014	VISION STRIKE, INC		975.00
009252	05/30/2014	LAKE FOREST II HOMEOWNERS ASSOCIATION		1,044.00
009253	05/30/2014	WELLS FARGO #3317		103.55
		Total Number of Checks	10	11,168.26

Includes checks for only Bank Account IVC-CMED

#### **Fund Summary**

Fund	Description	Check Count	Expensed Amount
07	IVC Community Education Fund	10	11,168.26
	Total Number of Checks	10	11,168.26
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		11,168.26

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.23 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: May/June 2014 Contracts

**ACTION:** Ratification

#### **BACKGROUND**

On January 16, 2007, the board authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$100,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$83,400 for equipment, supplies and maintenance projects. During May/June 2014, the following contracts were reviewed and approved by the Vice Chancellor of Business Services, following review by legal counsel, when appropriate.

#### CONTRACTOR NAME

#### **CONTRACT AMOUNT**

Monty Morris Inspections	\$83,500.00
Agreement – For Saddleback College sciences building welding	
inspections.	
District Services	
<u>Jackstin</u>	\$82,340.00
Independent Contractor Agreement – For application	
development and website revisions, management and	
maintenance for Career Café and CA Career Café Briefs	
websites.	
Irvine Valley College	
Keenan & Associates	\$56,467.30
Agreement – For insurance premium on cyber liability policy for	
\$3M coverage.	
District Services	
Sports Field Services	\$51,543.00
Agreement – To replace sod at east practice field.	
Saddleback College	
Goodwill Industries of O.C. (DPI)	\$50,000.00
Independent Contractor Agreement – For professional	
interpreting services effective July 1, 2014 - June 30, 2015.	
Saddleback College	

DENCO Engineering Inc	£40,000,00
PENCO Engineering, Inc.	\$49,000.00
Agreement – For survey consultant services for site	
improvements project at Saddleback College campus.	
District Services	<b>#</b> 40,000,00
P2S Engineering	\$46,200.00
Agreement – For roadway, walkway and parking lot lighting and	
control retrofit.	
Saddleback College	
<u>EarthSpectives</u>	\$44,945.00
Agreement – For testing and inspection of the sciences building	
project at Saddleback College	
District Services	
Vicenti, Lloyd, Stutzman LLP	\$40,000.00
Agreement – To provide accounting and investigative services.	
District Services	
White Machaniael	<b>#20 570 00</b>
White Mechanical	\$36,576.00
Agreement – To replace boiler and venting in BSTIC.	
Irvine Valley College	
Laguna Ballet	\$32,000.00
Independent Contractor Agreement – For performances of "The	
Nutcracker" December 15-21, 2014.	
Saddleback College	
Symplicity Corporation	\$31,241.17
Amendment – To augment original contract to add IVC for a	(Estimated Total)
software program which will be utilized for judicial and crisis	
intervention documentation on students in crisis.	
Saddleback College and Irvine Valley College	
R2A Architecture	\$26,335.00
Agreement – For architectural services for the IVC and	·
Saddleback Colleges' warehouse compliance project.	
District Services	
American Microlmaging	\$23,190.00
Agreement – For blueprint and document imaging services.	Ψ=0,100.00
District Services	
Sports Field Services	\$22,630.00
	φ∠∠,υου.υυ
Agreement – For repairs of the baseball field infield.	
Irvine Valley College	<b>#</b> 04.040.00
Market Based Solutions, Inc.	\$21,242.00
Agreement – To purchase SCAQMD Rule 2202 Emission credits.	
Saddleback College	

Parsons Brinkerhoff, Inc.	\$18,750.00
Agreement – For IVC A400 design build and labor compliance services.	
District Services	
Child Development Training Consortium	\$15,125.00
Amendment – For additional approved funding for instructional	(Revenue)
agreement number 13-14-4161, original funded amount	
\$10,000.00.	
Saddleback College	
MGB Construction	\$13,815.00
Agreement – For repair of roadway by Community Arts building.	
Saddleback College	
Bob Parrett Construction, Inc.	\$13,476.00
Agreement – To install safety ladders at LRC roof.	
Saddleback College	
Market Based Solutions, Inc.	\$10,548.00
Agreement – To purchase SCAQMD Rule 2202 Emission credits.	
Irvine Valley College	
Quick Caption	\$10,000.00
Independent Contractor Agreement – To provide 1 year of real-	,
time captioning services and video captioning services.	
Saddleback College	
Careerbuilder	\$10,000.00
Independent Contractor Agreement – To provide job recruitment	
on website from July 1, 2014 – June 30, 2015.	
District Services	
Music Theatre International	\$9,148.00
Agreement – For 9 performance dates, April 8-12, 2014 and April	
16-19, 2014, of "Bonne and Clyde".	
Saddleback College	
Cal Building Systems	\$9,658.00
Agreement – For required fire systems maintenance.	
Irvine Valley College	
<u>BMI</u>	\$9,308.79
Agreement– For license fee for KSBR music use.	
Saddleback College	
OC Fair and Event Center	\$8,000.00
Agreement – For booth rental at the Orange County Fair from	
July 11, 2014 through August 10, 2014.	
Saddleback College	
J Harmon Construction, Inc.	\$7,950.00
Agreement – To install potable water line at Central Plant.	
Saddleback College	
<u> </u>	

Pro Line Gym Floors, Inc.   Agreement – To resurface the gym floor.   Irvine Valley College   Roof Construction   Agreement – To replace roof at pool building.   Saddleback College   KR Wolfe, Inc.   Saddleback College   KR Wolfe, Inc.   Saddleback College   S6,354.68   Independent Contractor Agreement – For labor and materials for installation of 2 projectors for HR and 1 for IT.   District Services   District Services   District Services   Roof Construction   S6,133.00   S6,133.00   S6,133.00   S6,133.00   S6,000.00   Independent Contractor Agreement – To perform as sound   Gesigner and engineer for the production of "Hello Dolly" July 11-27, 2014 and the production of "Godspell" August 1-2, 2014.   Saddleback College   S6,000.00   S6,0		
Irvine Valley College   Roof Construction   Section	Pro Line Gym Floors, Inc.	\$6,500.00
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Agreement – To replace roof at Village 26 and 32.    Saddleback College	Roof Construction	\$6.133.00
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Saddleback College		
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TI III 0.14 I I	Saddleback College	
Flewelling & Moody, Inc. \$4,925.00	Flewelling & Moody, Inc.	\$4,925.00
Agreement – To landscape area adjacent to AGB building.	Agreement – To landscape area adjacent to AGB building.	
Saddleback College	Saddleback College	

XAP Corporation	\$4,732.00
Application Agreement – To host, update, operate and maintain	Ψ1,7 02.00
the Undergraduate Application including Supplement and the	
BOG Fee Waiver Application for Irvine Valley College	
(\$2,366.00) and Saddleback College (\$2,366.00)	
District Services	
Vendini	\$4,360.84
Service Agreement – For on-line ticketing, event and patron	ψ 1,000.01
management services.	
District Services	
End2End Public Safety	\$3,810.00
Independent Contractor Agreement – For support and	φο,ο το.οο
maintenance for the Automated Record Management System.	
Irvine Valley College	
Oak Creek Golf Club	\$3,360.00
Agreement – For use of facilities for IVC men's golf event on	40,000.00
September 17, 2014.	
Irvine Valley College	
Music Theatre International	\$2,922.00
Agreement – For 10 performance dates, October 16-19, 2014	
and October 21-16, 2014, of "The 25 <sup>th</sup> Annual Putman County	
Spelling Bee".	
Saddleback College	
Tustin Ranch Golf Club	\$2,449.87
Event Proposal – To provide banquet room and food services for	
the Irvine Valley College Dance Banquet on June 1, 2014.	
Irvine Valley College	
Essence Entertainment	\$2,739.00
Independent Contractor Agreement – To perform as guest artist	
for the IVC dance presentation May 1-31, 2014.	
Irvine Valley College	
Tod Kubo	\$2,300.00
Independent Contactor Agreement – To create set rehearsal and	
choreography for IVC dance students for fall 2014 performances,	
August 11-15, 2014 and November 18-22, 2014.	
Irvine Valley College	
Roxanne Ellison	\$2,000.00
Independent Contractor Agreement – For filming, editing and	
producing an informational video for the IVC Theatre	
Department.	
Irvine Valley College	

Tams-Witmark Music Library, Inc.	\$1,805.00
License Agreement – To present the musical "Charlie Brown	
Christmas" December 4-14, 2014.	
Saddleback College	
Lynn McQuown	\$1,800.00
Independent Contractor Agreement – To perform as costume	
designer for the production of "Godspell" August 1-2, 2014.	
Saddleback College	
Connected Women of Influence	\$1,700.00
Educational Services Agreement – For business classes with	(Estimated based upon
community education during the 2014 spring semester.	anticipated attendance)
Saddleback College	
The Hills Hotel	\$1,620.00
Agreement – For catering services and banquet room use for	
SOCCCD event on May 27, 2014.	
District Services	
Orange County Community Tennis Association	\$1,500.00
Educational Services Agreement – To provide educational	(Estimated based upon
services for after-school programs for community education	anticipated attendance)
during the 2014 summer semester.	
Saddleback College	
Wedgewood at the San Clemente Municipal Golf Course	\$1,314.31
Agreement – For catering services and banquet room use for the	
Saddleback College ASB Banquet on May 27, 2014.	
Saddleback College	
AG Construction	\$1,173.00
Change Order – To augment original contract total from	
\$11,979.00 to \$13,152.00 for doorway in SSC 260C to be	
removed and space filled with drywall, texture and paint, and for	
installation of light switch.	
District Services	
Environmental Planning and Development Solutions, Inc.	\$950.00
Independent Contractor Agreement – For review of A400 EIR	
information.	
District Services	
South Coast Fire Protection	\$900.00
Amendment – To augment original contract to a total of	
\$1,800.00 for supplemental fire hydrant flow testing services in	
parking lots 1-3 at Saddleback College.	
District Services	
1 2 2 2	

Flewelling & Moody Independent Contractor Agreement – For professional service for designing display case.	\$600.00
Saddleback College	
Essence Entertainment	\$550.00
Independent Contractor Agreement – To perform as guest artist	
for the IVC instrumental orchestra presentation May 1-31, 2014.	
Irvine Valley College	
Nadeshiko Kai	\$500.00
Independent Contractor Agreement – To perform as guest	
speaker for Japanese program for flex week.	
Irvine Valley College	
William Fitzpatrick	\$500.00
Independent Contractor Agreement – To perform as guest artist	
for the Saddleback College music program on May 10, 2014.	
Saddleback College	
Kirk Mendaros	\$300.00
Independent Contractor Agreement – For contracted services for	•
the IVC Wind Symphony concert on May 15, 2014.	
Irvine Valley College	
Justin Goei	\$270.00
Independent Contractor Agreement – To perform as guest artist	·
dancer for the production of "Hello Dolly" July 11-27, 21014.	
Saddleback College	
Pro Photo Connection	\$250.00
Rental Agreement – For camera and lenses rentals for	<b>4</b> _00000
commencement photos.	
Irvine Valley College	
Griffin Carroll	\$100.00
Independent Contractor Agreement – For DJ services at the IVC	***************************************
Transfer Celebration on May 7, 2014.	
Irvine Valley College	
Paul Kim	\$20.00
Independent Contractor Agreement – To perform as guest artist	Ψ20.00
dancer for the production of "Hello Dolly" July 11-27, 2014.	
Saddleback College	
Brandon Taylor Jones	\$20.00
Independent Contractor Agreement – To perform as guest artist	Ψ20.00
dancer for the production of "Hello Dolly" July 11-27, 2014.	
Saddleback College	

Brian Wiegel	\$20.00
Independent Contractor Agreement – To perform as guest artist	Ψ20.00
dancer for the production of "Hello Dolly" July 11-27, 2014.	
Saddleback College	
AVID for Higher Education	\$0.00
Agreement – For faculty training and curriculum development.	ψ0.00
Saddleback College	
<u> </u>	Ф0.00
National University	\$0.00
Educational Services Agreement – For scholarships for	
Saddleback College employees to take courses at National	
University.	
Saddleback College	
Neudesic LLC	\$0.00
Amendment – To extend the term of original agreement to	
February 28, 2015, for professional services to maintain and	
enhance the District's Student Information System (SIS) and	
MySite portal.	
District Services	
Neudesic LLC	\$0.00
Amendment-To extend the term of agreement to December 31,	
2014, for professional services related to supporting SIS system	
audits and emergency support.	
District Services	
C.E.M Lab Corp	\$0.00
Amendment – For additional time to complete geotechnical field	•
monitoring and testing consultant services for Sciences Building	
at Saddleback College, services to be completed by August 31,	
2014.	
District Services	
Newport Children's Medical Group	\$0.00
Agreement – To provide clinical/internship experience to	*
enhance student experiences in the Health Sciences program.	
Saddleback College	
Pacific Medical Laboratory	\$0.00
Agreement – To provide clinical/internship experience to	
enhance student experiences in the Health Sciences program.	
Saddleback College	
Santiago Canyon College	\$0.00
Agreement – To allow credited cosmetology courses through an	
educational services agreement with Santa Ana Beauty	
Academy.	
Saddleback College	
<u> </u>	

ITEM: 6.1 DATE: 06/23/14

**TO:** Board of Trustees

FROM: Gary L. Poertner, Chancellor

**RE:** ATEP: Resolution No. 14-18: Resolution of the Board of Trustees of

the South Orange County Community College District Approving the Environmental Analysis Checklist Dated April 2014 That Confirms the Agreement for SOCCCD to Relinquish Its Right to Acquire Fee Title to the Valencia Parcel and Transfer of the Strip Parcel to the City of Tustin, and Associated Revisions to the Development Agreement and Restated Conveyance Agreement Are Not New Information Requiring Revisions to the Final Joint Program Environmental Impact Statement/Environmental Impact Report ("EIR/EIS") for the Disposal and Reuse of the MCAS Tustin and the MCAS Tustin Specific Plan/Reuse Plan, and Related Addenda, and Do Not Result in New Significant or an Increase in the Severity of Previously Identified

Significant Impacts in this EIR/EIS and Addenda.

**ACTION:** Approval

#### **BACKGROUND**

Pursuant to the Land Exchange Agreement between SOCCCD and the City of Tustin dated May 22, 2013, as amended, the City and SOCCCD agreed to a further negotiation concerning the City's acquisition of an approximately four and 53/100 (4.53) acre parcel located north of Valencia Avenue (the "Valencia Parcel") that the City was interested in acquiring to accommodate a future park. The Valencia Parcel is currently leased by the Navy to the City pursuant to the Lease in Furtherance of Conveyance ("LIFOC") between the Navy and the City, and subleased by the City to SOCCCD pursuant to a sublease. SOCCCD has the right to acquire fee title to the Valencia Parcel pursuant to the Development Agreement and Restated Conveyance Agreement dated May 22, 2013 and recorded in the Official Records of Orange County, California on May 23, 2013, as Instrument No. 2013000312295. The City and SOCCCD also negotiated a transfer of an approximately 57/100 (0.57) acre strip of land located at the southeast corner of the intersection of Red Hill Avenue and Valencia Avenue (the "Strip Parcel"). SOCCCD owns fee title to the Strip Parcel.

In order to comply with a requirement imposed by the City as a condition to its approval of Concept Plan 3A, SOCCCD entered into with the City an agreement dated May 22, 2013 (the "McCain Smith Agreement"), which provided for the construction of a road to be located north of Valencia Avenue and south of the City's park site ("McCain Smith Road") and for the sharing of the cost of the design and construction of McCain Smith Road between City and SOCCCD. As a result of the City and SOCCCD's agreement on the Valencia Parcel, the McCain Smith Agreement will be terminated because after the conveyance to the City of the Valencia Parcel, SOCCCD will no longer own any land abutting McCain-Smith Road. SOCCCD will have no responsibility for paying any portion of the cost of the design and construction of McCain Smith Road.

In order to use the property acquired from the Navy as soon as feasible for educational purposes and to provide educational opportunities to students, SOCCCD has built certain facilities, including buildings and an adjacent parking lot at the northwest corner of Valencia Avenue and Lansdowne Road on the Property to serve as a temporary campus (the "Temporary Campus"). The Temporary Campus was conveyed to the City pursuant to the City-District Exchange Agreement. The City agreed, however, to lease the Temporary Campus back to SOCCCD pursuant to a lease ("Interim Lease") dated August 8, 2013, by which SOCCCD leased back the Temporary Campus from the City for three (3) years at One Dollar (\$1.00) per year. During the negotiations concerning the Valencia Parcel, the City agreed to enter into an amendment to the Interim Lease (the "Interim Lease Amendment") to extend the term for an additional twelve (12) months (until August 30, 2017) for One Dollar (\$1) per year, with an option by SOCCCD to further extend for an additional 6 months

To implement the City and SOCCCD's agreement on the Valencia Parcel and Strip Parcel, the City and SOCCCD will execute the Agreement Concerning Valencia Parcel (the "Valencia Parcel Agreement"), the Sublease will be amended to delete the Valencia Parcel, SOCCCD will convey to the City by quitclaim deed the Strip Parcel, SOCCCD will relinquish its right to acquire fee title to the Valencia Parcel, an amendment to the Development Agreement and Restated Conveyance Agreement to remove the Parcels from the property covered by the Development Agreement will be executed, the McCain Smith Agreement will be terminated and the Interim Lease Amendment will be entered into.

These above actions are considered a project under CEQA. Both the City and SOCCCD will approve, carry out, and implement the Project, and as such, jointly analyzed and prepared the appropriate CEQA document. Because the City will approve the project first, the City was determined to be the proper "Lead Agency" under CEQA.

#### Prior CEQA Analysis

The ATEP campus is located on the former Marine Corps Air Station (MCAS) Tustin, which is now referred to as "Tustin Legacy" and is a planned 1,511-acre mixed-use project. Tustin Legacy will ultimately include housing, various commercial businesses, various light industrial uses, schools, and community and regional parks. Portions of Tustin Legacy are developed, including an approximately one-million-square-foot outdoor shopping mall called "The District," single-and multifamily home communities, an elementary school, a homeless/transitional shelter, an abused and neglected children facility, a sheriff academy facility, Phase I of the ATEP campus and focal parks.

A Final Joint Program Environmental Impact Statement/Environmental Impact Report (FEIS/EIR) for the Disposal and Reuse of MCAS Tustin (October 1996) was prepared by the City of Tustin and the Department of the Navy (Navy) in accordance

with CEQA and the National Environmental Policy Act (NEPA). On March 3, 2001, the Navy issued a Record of Decision (ROD) approving the FEIS/EIR and the MCAS Tustin Specific Plan. The City and SOCCCD have since approved subsequent CEQA documents relying upon the FEIS/EIR.

#### **Environmental Initial Study and Checklist**

Through the preparation of an Environmental Initial Study and Checklist, the City and SOCCCD determined that the potential impacts of the project were previously analyzed in or are substantially similar to the impacts analyzed in the previously-certified FEIS/EIR and Addenda. After considering the Environmental Initial Study and Checklist and any comments made at the public hearing, the Board is requested to approve this document and make findings that include the following:

- The project was examined in light of the FEIS/EIR and has been adequately analyzed in the FEIS/EIR because the project does not substantively modify the previously-analyzed proposal included in the MCAS Tustin Specific Plan;
- The project would not have any effects that were not already examined in the FEIS/EIR, no new mitigation measures are required, and there are no new significant adverse project-specific or cumulative impacts in any environmental areas that were identified, nor would any project-specific or cumulative impacts in any environmental areas be made worse as a result of implementing the project;
- All feasible mitigation measures identified in the FEIS/EIR have been incorporated into subsequent actions that the City and SOCCCD commit to fully implement;
- There is no information indicating that a different alternative should be implemented or is feasible under the MCAS Tustin Specific Plan;
- The project does not propose substantial changes to the MCAS Tustin Specific Plan which would require major revisions to the FEIS/EIR due to new or substantially more severe significant environmental effects than previously analyzed in the FEIS/EIR;
- There have been no substantial changes in circumstances under which the project would be undertaken that would require major revisions to the FEIS/EIR due to new or substantially more severe significant environmental effects than previously analyzed in the FEIS/EIR; and,
- No new information of substantial importance as described in subsection (a)(3) of Section 15164 has been revealed that would require major revisions to the FEIS/EIR or its conclusions.

#### **STATUS**

The City and SOCCCD jointly prepared the Environmental Initial Study and Checklist in April 2014 (EXHIBIT A, ATTACHMENT 1), which was approved by the Tustin City Council on June 17, 2014. It is now before the Board of Trustees for certification.

Legal counsel has reviewed all aspects of the project. SOCCCD staff makes the recommendation to adopt the resolution as presented.

#### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 14-18 (EXHIBIT A) entitled "Resolution of the Board of Trustees of the South Orange County Community College District ("SOCCCD") Approving the Environmental Analysis Checklist Dated April 2014 That Confirms the Agreement for SOCCCD to Relinquish Its Right to Acquire Fee Title to the Valencia Parcel and Transfer of the Strip Parcel to the City of Tustin, and Associated Revisions to the Development Agreement and Restated Conveyance Agreement Are Not New Information Requiring Revisions to the Final Joint Program Environmental Impact Statement/Environmental Impact Report ("EIR/EIS") For the Disposal and Reuse of the MCAS Tustin and the MCAS Tustin Specific Plan/Reuse Plan, and Related Addenda, and Do Not Result in New Significant or an Increase in the Severity of Previously Identified Significant Impacts in this EIR/EIS and Addenda."

#### **RESOLUTION NO. 14-18**

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
("SOCCCD") APPROVING THE ENVIRONMENTAL ANALYSIS CHECKLIST
DATED APRIL 2014 THAT CONFIRMS THE AGREEMENT FOR SOCCCD TO
RELINQUISH ITS RIGHT TO ACQUIRE FEE TITLE TO THE VALENCIA
PARCEL AND TRANSFER OF THE STRIP PARCEL TO THE CITY OF
TUSTIN, AND ASSOCIATED REVISIONS TO THE DEVELOPMENT
AGREEMENT AND RESTATED CONVEYANCE AGREEMENT ARE NOT
NEW INFORMATION REQUIRING REVISIONS TO THE FINAL JOINT
PROGRAM FINAL ENVIRONMENTAL IMPACT STATEMENT/
ENVIRONMENTAL IMPACT REPORT ("EIR/EIS") FOR THE DISPOSAL AND
REUSE OF THE MCAS TUSTIN AND THE MCAS TUSTIN SPECIFIC PLAN/
REUSE PLAN, AND RELATED ADDENDA, AND DO NOT RESULT IN NEW
SIGNIFICANT OR AN INCREASE IN THE SEVERITY OF PREVIOUSLY
IDENTIFIED SIGNIFICANT IMPACTS IN THIS EIR/EIS AND ADDENDA

# RECITALS.

WHEREAS, the City of Tustin ("City") and United States Department of Navy ("Navy") completed a joint planning document for reuse of the former Marine Corps Air Station ("MCAS Tustin") called the "MCAS Tustin Specific Plan/Reuse Plan" dated October 1996, as amended by the Errata dated September 1998. The Reuse Plan is a part of the MCAS Tustin Specific Plan/Reuse Plan and consists of Chapters 1, 2 (excluding 2.17) and 5 of the MCAS Tustin Specific Plan/Reuse Plan; and,

WHEREAS, the City and Navy completed a Final Joint Program Environmental Impact Statement/Environmental Impact Report for the Disposal and Reuse of the MCAS Tustin and the MCAS Tustin Reuse Plan dated October 1996, as amended by the Errata dated September 1998 ("Initial FEIS/EIR") pursuant to the National Environmental Policy Act ("NEPA") and California Environmental Quality Act ("CEQA"). According to the Initial FEIS/EIR, Section 1.5.2, the Initial FEIS/EIR serves as a program environmental impact report and is intended to be used as the CEQA compliance document for all public and private actions taken to, or in furtherance of, the MCAS Tustin Reuse Plan; and,

WHEREAS, the District reviewed drafts of the MCAS Tustin Reuse Plan, the FEIS/EIR, and other related and supporting documents, participated in the formulation of such documents, provided comments, and otherwise fully participated in the process that culminated in the certification of the environmental documents and the adoption and approval of the MCAS Tustin Reuse Plan; and

**WHEREAS,** the Initial FEIS/EIR was certified as adequate and complete under CEQA and the Mitigation Monitoring and Reporting Program ("**MMRP**") that was adopted by the Tustin City Council on January 16, 2001, and a Record of Decision ("**ROD**") was issued by the Navy on March 2, 2001, approving the Initial FEIS/DEIR and the MCAS Tustin Reuse Plan; and,

WHEREAS, in May 2002, the Navy agreed to convey One Thousand One Hundred Fifty-Three (1,153) acres of MCAS Tustin to the City by federal deeds as an economic development conveyance ("EDC") under the terms of the Agreement between the United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin as amended (as so amended, the "Federal Conveyance Agreement"); and,

**WHEREAS,** pursuant to the Federal Conveyance Agreement, a portion of the MCAS Tustin was conveyed by federal deeds from the Navy to the City on May 13, 2002; and,

**WHEREAS,** a portion of MCAS Tustin is leased to the City by the Navy under the Lease In Furtherance of Conveyance Between the United States of America and The City of Tustin, California For Portions of the Former Marine Corps Air Station Tustin ("**LIFOC**") dated May 10, 2002; and,

WHEREAS, the City approved and adopted the Specific Plan/Reuse Plan for MCAS Tustin on February 3, 2003, by Ordinance No. 1257, and subsequently amended it on March 1, 2005, by Ordinance Nos. 1294 and 1295; on March 7, 2005, by Ordinance No. 1297; on June 5, 2005, by Ordinance No. 1299; on April 17, 2006, by Ordinance No. 1311, on June 5, 2007 by Ordinance No. 1335, on March 16, 2010 by Ordinance No. 1379, on October 18, 2011 by Ordinance No. 1406 ("County Exchange Amendment"), on April 3, 2012 by Ordinance No. 1413, on March 5, 2013 by Ordinance No. 1426, and on May 21, 2013 by Ordinance No. 1432 (the Specific Plan and Reuse Plan as amended by all of the amendments to the Specific Plan and Reuse Plan are referred to herein collectively as the "Specific Plan/Reuse Plan"); and,

**WHEREAS,** the District is entitled under Section 4.1.3 of the Federal Conveyance Agreement to sixty-eight and 37/100 (68.37) acres of real property ("**Property**") known in the Federal Conveyance Agreement as Parcel 1 (less the twenty-two acre portion set aside for Rancho Santiago Community College District, "**RSCCD**") and the northern portion of Parcel 19 at the former MCAS Tustin in the City; and,

**WHEREAS**, the City and District entered into the "Agreement between the City of Tustin and the South Orange County Community College District for the Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Education Campus," dated April 22, 2004 (the "City Conveyance Agreement").

WHEREAS, On April 5, 2004, the City Council adopted Resolution No. 04-32 for the Conveyance Agreement finding that Conveyance Agreement and establishment of the Advanced Technology Education Park is within the scope of the previously approved Initial FEIS/EIR as well as the Specific Plan/Reuse Plan and that the environmental effects were examined in the Initial FEIS/EIR; and,

**WHEREAS**, the City approved and adopted, by Resolution Nos. 04-76 and 04-77 on December 6, 2004, a supplement to the Initial FEIS/EIR for the extension of Tustin Ranch Road ("**Supplemental FEIS/EIR**"); and,

**WHEREAS,** the City approved and adopted, by Resolution No. 06-43 on April 3, 2006, an addendum to the Initial and Supplemental FEIS/EIR for the purposes of initiating a zone change, approving a Disposition and Development Agreement with Tustin Legacy Community Partners, and adopting a revised MMRP; and,

WHEREAS, the City, acting in its capacity as the Local Redevelopment Authority ("LRA") for the disposition and conveyance of portions of the former MCAS Tustin, conveyed fee title to thirty-seven and 66/100 (37.66) acres of the Property and personal property to the District by the "Quitclaim Deed and Environmental Restriction Pursuant to Civil Code section 1471" dated April 22, 2004, ("City Quitclaim Deed") and the "Bill of Sale For Former Military Personal Property Located at the Former Marine Corps Air Station, Tustin" ("Bill of Sale") dated April 22, 2004; and,

**WHEREAS,** pursuant to the "Sublease between the City of Tustin and the South Orange County Community College District for a Portion of MCAS Tustin" dated April

- 29, 2004 ("**Sublease**"), the City subleased the remaining thirty and 71/100 (30.71) acres of the Property to the District and will convey fee title to such remaining portion when the Navy conveys fee title to such portion of the Property to the City; and,
- **WHEREAS**, on March 24, 2008, the District adopted the Short-Range Academic and Facilities Plan ("**Short-Range Plan**") as contemplated in Section 4.3.1 of the Conveyance Agreement; and,
- **WHEREAS,** on November 12, 2008, the District adopted the Long-Range Academic and Facilities Plan ("**LRP**") Project as contemplated in Section 4.3.1 of the Conveyance Agreement and the Long Range Academic Plan ("**LRAP**") by Resolution No. 08-35; and,
- **WHEREAS,** on November 12, 2008, the District certified an Addendum as amended by the errata dated November 2008 to the FEIS/EIR by Resolution No. 08-35 ("**LRP Addendum**") for the LRP and the LRAP (collectively, the "**LRP Project**"); and,
- **WHEREAS,** on November 12, 2008, the District adopted the LRP Project as contemplated in section 4.3.1 of the Conveyance Agreement by Resolution No. 08-35; and,
- **WHEREAS**, on March 24, 2009, the District certified an Addendum dated March 2009 to the FEIS/EIR by Resolution No. 09-05 ("**Concept Plan Addendum**") for the Concept Plan Phase 3A; and,
- **WHEREAS**, on March 24, 2009, the District adopted by Resolution No. 09-06 a Concept Plan for a portion of the Property in accordance with Section 4.2.1 of the Specific Plan/Reuse Plan; and,
- **WHEREAS**, on July 26, 2010, the City of Tustin Zoning Administrator approved the Concept Plan No. 09-001 by Zoning Administrator Action No. 10-002; and,
- **WHEREAS**, on October 18, 2011, the City approved the County Exchange Amendment for the purpose of implementing that certain Agreement for the Exchange of Real Property between the County of Orange and District dated February 7, 2012 as amended (as amended the "**County Exchange Agreement**"); and,
- WHEREAS, on December 5, 2011, the District certified an Addendum dated December 2011 to the FEIS/EIR by Resolution No. 11-38 ("County Exchange Agreement Addendum") for the County of Orange and the District to execute the County Exchange Agreement to enable the County to develop an animal care center and to provide the District with a more rational and usable configuration of property for its proposed development of the ATEP campus; and,
- **WHEREAS,** on December 5, 2011, the District approved by Resolution No. 11-39 the County Exchange Agreement; and,

WHEREAS, the City and District negotiated final terms and conditions of an agreement ("City-District Exchange Agreement") which provided for: (1) an exchange of approximately twenty-two (22) acres of property between the City and District, including the District's acquisition of the City's day-care site and the City's acquisition of the Temporary Campus; (2) a shared dedication of the Bell Avenue right of way, (3) a General Plan Amendment identified as 2013-001; (4) a Specific Plan Amendment identified as 2013-002; (5) a development agreement ("Development Agreement and Restated Conveyance Agreement") that includes (i) an amendment and restatement of the City Conveyance Agreement, (ii) the vesting of the entitlements for the Property held by the District as reconfigured by the land exchange ("Reconfigured Property"), (iii) an expansion of the permitted uses to include commercial and office uses, and (iv) provisions to increase building square footage and necessary vehicle trips; (6) an infrastructure construction and payment agreement for Bell Avenue ("Bell Avenue Agreement"); (7) an infrastructure construction and payment agreement for McCain Smith Road ("McCain Smith Agreement") and (8) a lease ("Interim Lease") dated August 8, 2013, by which the District leased back the Temporary Campus from the City for three (3) years at One Dollar (\$1.00) per year; and,

**WHEREAS**, the City-District Exchange Agreement was amended by Amendment No. 1 dated June 19, 2013, to specify an outside date of August 9, 2013, for the close of escrow to occur; and,

**WHEREAS**, the City and District jointly conducted the CEQA review of the above project and prepared an Addendum; and,

**WHEREAS**, on May 13, 2013, the City Council approved the City-District Exchange Agreement and related agreements and conducted a first reading of the ordinances for General Plan Amendment No. 2013-001, Specific Plan Amendment No. 2013-002 and the Development Agreement and Restated Conveyance Agreement ("**DA/Revised Conveyance Agreement Addendum**"); and,

**WHEREAS**, on May 20, 2013, the District Board of Trustees approved the City-District Exchange Agreement, the related agreements and Specific Plan Amendment No. 2013-002; and,

WHEREAS, the Initial FEIS/EIR dated October 1996 and as amended by the Errata dated September 1998, the supplement to the FEIS/EIR dated December 6, 2004, the addendum to the FEIS/EIR dated April 3, 2006, the LRP Addendum, the Concept Plan Addendum, County Exchange Agreement Addendum, and DA/Revised Conveyance Agreement Addendum are collectively referred to herein as the "FEIS/EIR"; and,

**WHEREAS**, in the City-District Exchange Agreement, the City and District agreed to a further negotiation of concerning the acquisition by the City from the District of an approximately four and 53/100 (4.53) acre parcel located north of Valencia Avenue (the "**Valencia Parcel**") which the City was interested in acquiring to accommodate a future park; and

WHEREAS, SOCCCD has the right ultimately to acquire fee title to the Valencia Parcel pursuant to the Development Agreement and Restated Conveyance Agreement but currently the Valencia Parcel is leased by the Navy to the City pursuant to the LIFOC and subleased by the City to SOCCCD pursuant to the Sublease; and

**WHEREAS**, the District owns in fee an approximately 57/100 (0.57) acre strip of land located at the southeast corner of the intersection of Red Hill Avenue and Valencia Avenue (the "**Strip Parcel**") (The Valencia Parcel and the Strip Parcel are sometimes collectively referred to herein as the "**Parcels**"); and

WHEREAS, the City and District, in connection with the negotiations for the City to acquire the Valencia Parcel, also agreed that (1) the District will convey the Strip Parcel to the City, (2) the McCain Smith Agreement will be terminated because, upon the conveyance of the Valencia Parcel to the City, the District will not own any land abutting McCain-Smith Road; and,

WHEREAS, in order to implement the City and District's agreement on the Valencia Parcel and Strip Parcel, (1) the City and District will execute that certain Agreement Concerning Valencia Parcel (the "Valencia Parcel Agreement"), (2) the Sublease will be amended to delete the Valencia Parcel, (3) SOCCCD will convey to the City by quitclaim deed the Strip Parcel, (4) SOCCCD will relinquish its right to acquire fee title to the Valencia Parcel, (5) an amendment to the Development Agreement and Restated Conveyance Agreement to remove the Parcels from the definition of "SOCCCD Property" will be executed, (6) the McCain Smith Agreement will be terminated and (7) the Interim Lease will be amended to extend the term for an 12 months (until August 30, 2017) for \$1 per year, with an option by SOCCCD to further extend for an additional 6 months; and

**WHEREAS**, the above actions and its implementation activities are considered a project under CEQA and are referred to herein as the "**Project**"; and,

**WHEREAS**, the Project is consistent with the General Plan and Specific Plan/Reuse Plan, and Development Agreement and Restated Conveyance Agreement as amended; and,

WHEREAS, the Project will be approved, carried out, and implemented by the District and its agents, and the City and its agents. Because the City will approve the Project first, the City was determined to be the proper "Lead Agency" under CEQA. Because the same CEQA analysis and document would be utilized by both the City and District, they agreed to jointly analyzed and prepare the appropriate CEQA document; and.

WHEREAS, based on the analysis in the Environmental Initial Study and Checklist, the City and SOCCCD determined that the potential impacts of the Project were previously analyzed in or are substantially similar to the impacts analyzed in the FEIS/EIR and that none of the conditions identified in Public Resources Code Section 21166 or Section 15162 of the CEQA Guideless applies and the City and District further

determined that they would prepare an Environmental Initial Study and Checklist to: (1) evaluate whether the Project's environmental impacts were already analyzed in the FEIS/EIR; (2) document the District's and City's findings with respect to the Project and its environmental determinations; and (3) evaluate and document that a new, supplemental or subsequent EIR, Negative Declaration ("ND"), or Mitigated Negative Declaration ("MND") or other CEQA document was not warranted; and,

WHEREAS, the Environmental Initial Study and Checklist documented that the Project will not have any effects that are not already examined in the previously certified FEIS/EIR, there are no new mitigation measures required and there are no new significant adverse project-specific or cumulative impacts in any environmental areas that are identified, nor will any project-specific or cumulative impacts in any environmental areas be made worse as a result of implementing the Project; and,

**WHEREAS,** all feasible mitigation measures identified in the FEIS/EIR that are applicable to the Project are incorporated into subsequent actions that the District and City commits to fully implement; and,

**WHEREAS,** pursuant to CEQA Guidelines Section 15168, subdivision (c), there are no new effects that could occur, and no new mitigation measures are required for the Project; and,

**WHEREAS,** there is no information indicating that the City should implement a different Alternative or that a different Alternative is feasible for the Specific Plan/Reuse Plan; and,

**WHEREAS,** the Project is consistent with the General Plan and Specific Plan/Reuse Plan, and Development Agreement and Restated Conveyance Agreement as revised; and,

**WHEREAS**, the previously certified FEIS/EIR is adequate to serve as the required environmental documentation for the Project and its implementation, and satisfy all of the requirements and obligations of CEQA; and,

**WHEREAS**, the City's Planning Commission on May 27, 2014 recommended approval of the Project and Environmental Initial Study and Checklist to the City Council; and,

**WHEREAS**, the City Council on June 17, 2014, approved the Project and Environmental Initial Study and Checklist.

#### 1. PROJECT DESCRIPTION.

The Project involves two parcels of land:

The Valencia Parcel is an approximately four and 53/100 (4.53) acre parcel located north of Valencia Avenue. The Valencia Parcel is currently leased by the Navy to the City pursuant to the LIFOC, and subleased by the City to SOCCCD pursuant to the Sublease.

SOCCCD has the right to acquire fee title to the Valencia Parcel pursuant to the Development Agreement and Restated Conveyance Agreement.

The Strip Parcel is an approximately 57/100 (0.57) acre strip of land located at the southeast corner of the intersection of Red Hill Avenue and Valencia Avenue. SOCCCD currently owns fee title to the Strip Parcel.

The consideration to SOCCCD for entering in the Valencia Parcel Agreement is \$1,000,000. The consideration will be paid as follows: (1) City will receive a \$500,000 credit for the Valencia Parcel pursuant to the City-District Land Exchange Agreement; and, (2) at closing, City will pay SOCCCD \$500,000 in immediately available funds.

City and SOCCCD will execute and record an amendment ("Development Agreement Amendment") to the Development Agreement dated May 22, 2013 concerning ATEP. Pursuant to the Development Agreement Amendment, (a) SOCCCD will relinquish its right to acquire fee title to the Valencia Parcel and (b) the Parcels will be removed from the definition of "SOCCCD Property" (i.e., the Parcels will no longer be subject to the Development Agreement and Restated Conveyance Agreement). Neither the square footage of development permitted by the Development Agreement and Restated Conveyance Agreement and Amendment, nor the number of vehicle trips assigned to the ATEP Campus Property will be affected by the deletion of the Parcels from the Development Agreement and Restated Conveyance Agreement (i.e., SOCCCD's right to develop the Reconfigured Property with the number of square feet authorized under the Development Agreement and Restated Conveyance Agreement will be unaffected by the Amendment).

At the closing, the Interim Lease will be amended (the "**Interim Lease Amendment**") to extend the term of the Interim Lease for an additional 12 months (until August 30, 2017) for One Dollar (\$1) per year, with an option by SOCCCD to further extend for an additional six (6) months.

At the closing, pursuant to the Valencia Parcel Agreement, the McCain-Smith Agreement will be terminated, and SOCCCD will have no responsibility for paying any portion of the cost of the design and construction of McCain Smith Road.

At the closing, pursuant to the Valencia Parcel Agreement, the City and SOCCCD will execute and record a Declaration of Covenants, Conditions and Restrictions Imposing Use Restriction against the Valencia Parcel (the "Valencia Parcel CC&Rs"), for the benefit of the Reconfigured Property. Pursuant to the Valencia Parcel CC&Rs, the Valencia Parcel can only be used for the following purposes: (a) the following permitted uses identified in the Tustin Legacy Specific Plan/Reuse Plan: (i) ball fields, courts, playgrounds and other recreation facilities; (ii) public park; and (iii) sports field lighting; and (b) the following accessory uses when associated with a permitted use: (i) maintenance facilities and structures; (ii) support commercial concessions; (iii) gazebos; and (iv) parking. The Valencia Parcel CC&Rs will run with the land and bind the Valencia Parcel.

At the closing, pursuant to the Valencia Parcel Agreement, the City and SOCCCD will execute and record a Declaration of Covenants, Conditions and Restrictions Imposing Use Restriction against the Strip Parcel (the "Strip Parcel CC&Rs"), for the benefit of the ATEP Campus Property. Pursuant to the Strip Parcel CC&Rs, the Strip Parcel can only be used for the following purposes: (a) landscaping and open space; (b) any uses that are currently permitted or conditionally permitted by the Specific Plan for the adjacent parcel that is owned by the Orange County Rescue Mission, including transitional housing and medical clinics; or (c) accessory uses and structures that are associated with any of the foregoing. The Strip Parcel CC&Rs will run with the land and bind the Strip Parcel.

If the City determines in its reasonable discretion after completion of the parking facilities at the proposed park that there is available parking on the Valencia Parcel or on adjacent parcels, then City and SOCCCD will negotiate in good faith an agreement that would enable SOCCCD or its lessees to use the parking facilities.

The agreement is beneficial to both the City and District because it continues to aid in the implementation of the previously approved Specific Plan/Reuse Plan by rationalizing property boundaries and creating a unified land area for the ATEP Campus that is easier and less costly to develop for the District.

## CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE.

# Preparation of the Environmental Initial Study and Checklist.

- i) The City and District conducted reviews of the Project and its implementation pursuant to CEQA Guidelines, section 15002, subdivision (k) known as the "Three Step Process" under CEQA.
- ii) The City and District examined the scope of the Project and its implementation and determined that these activities are a "project" pursuant to CEQA.
- iii) Based on its examination, the City and District determined that the Project and its implementation are analyzed in the FEIS/EIR, and that none of the conditions identified in Public Resources Code section 21166 or section 15162 of the CEQA Guideless apply. The Project and its implementation will not have any effects that are not already examined in the previously certified FEIS/EIR, there are no new mitigation measures required and there are no new significant adverse project-specific or cumulative impacts in any environmental areas that are identified, nor will any project-specific or cumulative impacts in any environmental areas be made worse as a result of implementing the Project.
- iv) Therefore, the City and District determined that they would prepare an Environmental Initial Study and Checklist to: (1) document the City's and District's evaluation that the Project's (and its implementation's) environmental impacts are already adequately analyzed in the FEIS/EIR; (2)

document the City's and District's findings with respect to the Project, its implementation, and the City's and District's environmental determinations related thereto; and, (3) document the City's and District's evaluation and determination that a new, supplemental or subsequent EIR, ND, or MND or other CEQA document is not warranted for the Project and its implementation. The entire Environmental Initial Study and Checklist is attached as <u>ATTACHMENT 1</u> and incorporated herein by this reference as if fully stated in this Resolution.

- i) The Environmental Initial Study and Checklist was considered in conjunction with the FEIS/EIR, the MMRP, and the City's Annual Mitigation Monitoring Status Report ("MMRP Status Report").
- ii) The City and District have determined that an Environmental Initial Study and Checklist is an appropriate CEQA documentation because the Project and its implementation are already analyzed in the FEIS/EIR, no new mitigation measures are required, none of the conditions identified in Public Resources Code section 21166 or Section 15162 of the CEQA Guidelines applies, and there are no new significant adverse project-specific or cumulative impacts in any environmental areas, nor will any project-specific or cumulative impacts in any environmental areas be made worse as a result of the Project and its implementation.
- iii) The Environmental Initial Study and Checklist relies on the FEIS/EIR for the evaluation of alternatives. The FEIS/EIR addressed a reasonable range of alternatives for the Tustin Legacy Project. The City is implementing Alternative 1 of the FEIS/EIR, and there is no information indicating that the City should have implemented a different Alternative or that a different Alternative is feasible. Consistent with section 15183 of the CEQA Guidelines, which addresses projects that are consistent with a community plan or zoning, there is no need to address new alternatives in this Environmental Initial Study and Checklist. Additionally, there are no circumstances cited in Section 15162 of the State CEQA Guidelines that require preparation of a subsequent EIR relative to alternatives.
- iv) The District provided adequate notice by publishing and mailing to landowners within 300 feet of the Project, and posting on the ATEP website a Notice of Public Meeting that stated the District intends to rely on the previously certified FEIS/EIR for CEQA compliance for purposes of its adoption and implementation of the Project. The Notice of Public Meeting notified the public that the District's proposed activities are within the scope of the previously certified FEIS/EIR and that the FEIS/EIR adequately describes the District's activities for the purposes of CEQA.

### B. FEIS/EIR CEQA Impact Areas.

i) The following impact areas were addressed in the FEIS/EIR, and as discussed below, the Project and its implementation are within the scope of the previous FEIS/EIR, and there is no new information showing new impacts or that the impacts from the Project and its implementation will be more significant than described in the previously certified FEIS/EIR.

# (1) Aesthetics and Visual Quality.

<u>Facts:</u> The Project involves the disposition of two parcels totaling approximately 5 acres from SOCCCD to the City. The Project does not change the uses or density set forth in the Specific Plan/Reuse Plan and Development Agreement and Restated Conveyance Agreement, and which were previously analyzed in the FEIS/EIR. The visual impacts of planned construction in Neighborhood A were analyzed in the FEIS/EIR. There are no new or increased significant adverse project-specific or cumulative impacts with regard to aesthetics and visual quality that would occur as a result of the implementation of the Project. There is no new information relative to aesthetics and visual quality that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR. No new mitigation measures are required in relation to impacts to aesthetics and visual quality.

# **Findings:**

Based on the previously certified FEIS/EIR, the MMRP, MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its adoption are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to aesthetics and visual quality as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the

availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts will result from the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for aesthetics and visual quality. In addition, there are no applicable mitigation measures contained in the City's MMRP or MMRP Status Report for the FEIS/EIR with regard to aesthetics and visual quality. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

Mitigation/Monitoring Measures Not Being Implemented: Mitigation Measure Vis-1, regarding urban design plan adoption in conjunction with any zoning ordinance amendments, is not the responsibility of the Project.

### (2) Agriculture Resources.

<u>Facts:</u> There are no agricultural resources on the property. The impacts of the development of the properties have already been analyzed in the FEIS/EIR. There are no new or increased significant adverse project-specific or cumulative impacts with regard to agricultural resources that are identified as the result of the adoption and implementation of the Project. There is no new information relative to agricultural resources that was not in existence at the time the FEIS/EIS was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR. As the result, no new mitigation measures are required in relation to impacts to agricultural resources.

#### Findings:

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Reports, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to agricultural resources as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously

identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

Mitigation Monitoring Required: In certifying the FEIS/EIR, the Tustin City Council adopted Findings of Fact and Statement in Overriding Consideration on January 16, 2001 concluding that impacts to agricultural resources are unavoidable (Resolution No. 00-90). No mitigation is required.

Mitigation / Monitoring Not Being Implemented: No new impacts or substantially more severe impacts will result from the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for agricultural resources. In addition, there are no applicable mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to agricultural resources. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

### (3) Air Quality.

**Facts:** The Project does not change the uses or density or vehicle miles traveled budget or vehicle trips set forth in the Specific Plan/Reuse Plan and Development Agreement and Restated Conveyance Agreement, and which were previously analyzed in the FEIS/EIR. The Project would not cause impacts to air quality that were not previously analyzed in the FEIS/EIR. The Tustin City Council adopted Findings and a Statement of Overriding Considerations for the FEIS/EIR on January 16, 2001 to address significant unavoidable short-term (construction), long-term (operational), and cumulative air quality impacts for the Specific Plan. Consistent with the findings in the FEIS/EIR, implementation of future development on the Project site could result in significant unavoidable short-term construction air quality impacts because it is a part of the "project" analyzed in the FEIS/EIR for which this finding was made. Construction activities associated with the Project site were previously addressed in the FEIS/EIR. There are no new or increased significant adverse project-specific or cumulative impacts with regard to air quality that would occur as a result of the approval and implementation of the Project. There is no new information relative to air quality that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with and previously analyzed in the FEIS/EIR and no new mitigation measures are required in relation to impacts to air quality.

#### **Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts or require the imposition of new mitigation measures. The mitigation measures from the City's adopted MMRP which are applicable to the Project (specified below) are hereby ratified and adopted by the District and County, and will be implemented as described herein.
- (3) The Tustin City Council adopted a Statement of Overriding Considerations for the FEIS/EIR on January 16, 2001, via Resolution No. 00-90, to address significant unavoidable short-term (construction), long-term (operational), and cumulative air quality impacts.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 that would trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures exist with regard to air quality as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: Specific mitigation measures have been adopted by the Tustin City Council in certifying the FEIS/EIR for both operational and construction-related activities for development at the Tustin Legacy Project. The mitigation measures for air quality impacts that are applicable to the Project include Mitigation Measures AQ-1, AQ-2, and AQ-3. The District will implement Mitigation Measure AQ-1 by complying with SCAQMD Rules to reduce short-term air pollutant emissions. Mitigation Measure AQ-2 will be implemented by requiring the use of low VOC architectural coatings for all interior and exterior painting operations as appropriate. Mitigation Measure AQ-3 which relates to Transportation Demand Management Plan ("TDM") will be implemented for new non-residential projects with 100 or more employees and expanded projects where additional square footage would result in a total of 100 or more employees.

As stated above, the FEIS/EIR also concludes that the Specific Plan/Reuse Plan related operational air quality impacts are significant and cannot be fully mitigated. A

Statement of Overriding Considerations for the FEIS/EIR was adopted by the Tustin City Council on January 16, 2001, to address significant unavoidable short-term, long-term, and cumulative air quality impacts associated with all development of the Specific Plan/Reuse Plan. No new mitigation measures are required. The Project will implement the relevant mitigation measures of the City's adopted MMRP that are applicable to the Project.

### (4) **Biological Resources.**

<u>Facts:</u> The Project would not cause impacts to biological resources that were not previously analyzed in the FEIS/EIR. The FEIS/EIR analyzed the future development and the associated biological impacts. No new areas will be developed under the Project; only the Project Site's ownership of land would change. There is no southwestern pond turtle habitat on the Project site. There are no new or increased significant adverse project-specific or cumulative impacts with regard to biological resources that would occur as a result of the adoption and implementation of the Project. In 2010 the U.S. Army Corps of Engineers ("ACOE"), Regional Water Quality Control Board ("RWQCB") and California Department of Fish and Game ("CDFG") determined that the ATEP Campus on the Property does not contain land that is subject to their jurisdiction or that warrants their oversight. There is no other new information relative to biological resources that was not in existence at the time the FEIS/EIR were prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts on biological resources.

# **Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the previously certified FEIS/EIR, and that the Project and its implementation will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has evaluated and documented that the Project and its implementation will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures. The mitigation measures from the City's adopted MMRP and MMRP Status Report which are applicable (specified below) are hereby ratified and adopted by the District, and will be implemented as described herein.
- (3) The physical impacts resulting from the adoption and implementation of the Project are similar to those identified in the previously certified FEIS/EIR.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a

subsequent or supplemental EIR to evaluate impacts or mitigation measures with regard to biological resources as the result of the Project and its implementation. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: The mitigation measures applicable during implementation of the Project have been identified in the City's adopted MMRP and FEIS/EIR. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required for implementation of the Project. The Project will implement the relevant mitigation measures of the adopted MMRP and as stated in the MMRP Status Report, except that the District would not need to implement Mitigation Bio-1 because the Project would not affect jurisdictional waters of the United States or vegetated wetlands. With regard to Mitigation Bio-2, Bio-3, and Bio-4, which deal with the capture and relocation of southwestern pond turtles and restoration of southwestern pond turtle habitat, these measures do not apply to the Project and its implementation because no ponds exist on the Property and no southwestern pond turtles have been identified on the Property. However, prior to obtaining grading permits, the District will conduct an additional survey of the Property. If southwestern pond turtles are identified in the future survey, Mitigation Measures Bio-2, Bio-3, and Bio-4 will be implemented as necessary.

<u>Mitigation/Monitoring Not Being Implemented:</u> As discussed above, an additional survey of the Property will be conducted prior to obtaining grading permits. If the Property continues to reveal no presence of southwestern pond turtles, Mitigation Measures Bio-2, Bio-3, and Bio-4 will not need to be implemented as part of the Project.

#### (5) Cultural and Paleontological Resources.

<u>Facts:</u> The Project would not cause impacts to cultural resources that were not previously analyzed in the FEIS/EIR. The Project proposes to develop the same areas as proposed in the Specific Plan and previously analyzed in the FEIS/EIR; only the ownership of land would change. The Project is within the scope of the FEIS/EIR, and there are no new or increased significant adverse project-specific or cumulative impacts with regard to cultural and paleontological resources that are identified as the result of the adoption and implementation of the Project. The Project would not cause impacts to cultural resources. There continue to be no known cultural and paleontological resources on the Property. There is no new information relative to cultural and paleontological resources that was not in existence at the time the

FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR. As the result, no new mitigation measures are required in relation to impacts to cultural and paleontological resources.

# **Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures. The mitigation measures from the City's adopted MMRP which are applicable to the Project (specified below) are hereby ratified and adopted by the District, and will be implemented as described herein.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to cultural and paleontological resources as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the previously certified FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: Mitigation measures were adopted by the Tustin City Council in the FEIS/EIR. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required. The Project will implement the relevant mitigation measures of the adopted MMRP that are applicable to the Project. The District will implement Mitigation Measure Arch-2 by retaining a county-certified archeologist and conducting the required consultations prior to obtaining grading permits. The District will implement Mitigation Measures Paleo-1 and Paleo-2 by retaining a county-certified paleontologist and complying with the requirements of the established Paleontology Resources Management Plan for the Project site.

Mitigation/Monitoring Not Being Implemented: Mitigation Measure Arch-1 pertains to a parcel outside of the Project area and not owned by the District, and therefore is not within the Project's responsibility. Mitigation Measures Hist-1, Hist-2, Hist-3, Hist-4, and Hist-5 regarding the historic blimp hangars do not apply to the District because the hangars are not on the Project site and are therefore not within the Project's responsibility.

### (6) Geology/Soils.

<u>Facts:</u> Implementation of the Project would not cause any direct impacts to geology and soils. The Project proposes to develop the same areas as proposed in the Specific Plan and previously analyzed in the FEIS/EIR; only the ownership of land would change. There are no new or increased significant adverse project-specific or cumulative impacts with regard to geology and soils that are identified as a result of the adoption and implementation of the Project. There is no new information relative to geology and soils that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to geology and soils.

### **Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to geology and soils as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts will result from the adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for geology and soils. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to geology and soils. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented:</u> There are no new or revised mitigation measures for geology and soils. In addition, there are no new mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to geology and soils.

# (7) Greenhouse Gas Emissions.

Facts: The Project does not change the uses or density or vehicle miles traveled budget or vehicle trips set forth in the Specific Plan/Reuse Plan and Development Agreement and Restated Conveyance Agreement, and which were previously analyzed in the FEIS/EIR. The Development Agreement and Restated Conveyance Agreement was assessed in a technical report titled Air Quality and Greenhouse Gas Impact Analyses ("AQIA"), prepared by Giroux & Associates in April 2013. The AQIA confirms construction-period emissions resulting from the Development Agreement and Restated Conveyance Agreement would be below South Coast Air Quality Management District ("SCAQMD") daily emissions thresholds for construction, and that operational emissions would be below SCAQMD daily emissions thresholds for operations. Implementation of the Project would not result in any increase in GHG emissions compared to the Specific Plan/Reuse analyzed in the FEIS/EIR. The same areas that were proposed for development in the Specific Plan/Reuse Plan and previously analyzed in the FEIS/EIR will be developed; only the precise ownership of land would change. These changes in development intensity and additional ADTs were assessed in the AQIA based on a worse case analysis. Operational and construction emissions were amortized over 30 years as required by SCAOMD. The AOIA showed that the projected GHG emissions will be reduced below the adopted SCAQMD interim threshold for GHG emissions, and there would not be a significant GHG impact from the Project. There are no new or increased significant adverse project-specific or cumulative impacts with regard to GHG emissions that are identified as a result of the adoption and implementation of the Project. There is no new information relative to impacts from GHG emissions that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to GHG emissions.

**<u>Findings:</u>** Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

(1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and

- that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Pursuant to Section 15162 of the CEQA Guidelines, the recent developments with respect to the regulatory environment on global climate change do not constitute "new information" of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the previous FEIS/EIR was certified and amended. The concept of global climate change has been publicly discussed and debated for many years now (as stated previously, the U.S. Congress starting studying climate change in 1978), and was certainly a known concern at the time the previous FEIS/EIR was certified. No comments were made on the draft Initial FEIS/EIR, the City of Tustin's Supplement to the Initial FEIS/EIR, the City of Tustin's Addendum, the LRP Addendum, the Concept Plan Addendum or the Exchange Agreement Addendum concerning the need to address the proposed projects impacts on global climate change. Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEOA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to GHGs as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when

**Mitigation/Monitoring Required:** No new impacts or substantially more severe impacts would result from the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required with regard to GHG emissions. In addition, there are no mitigation measures contained in the City's MMRP for the Specific Plan/Reuse Plan FEIS/EIR with regard to GHG emissions. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

**Mitigation/Monitoring Not Being Implemented:** There are no new or revised mitigation measures for GHG emissions, and no mitigation measures are contained in the City's MMRP for the Specific Plan/Reuse Plan FEIS/EIR with regard to climate change.

### (8) Hazards and Hazardous Materials.

<u>Facts:</u> Implementation of the Project will not cause any direct impacts to hazards and hazardous materials. There are no new or increased significant adverse project-specific or cumulative impacts with regards to hazards and hazardous materials that are identified as a result of the adoption and implementation of the Project. There is no new information relative to hazards and hazardous materials that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts from hazards and hazardous materials.

#### **Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects with regard to hazards or hazardous materials that were not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has evaluated and documented that the Project and its implementation will not cause any new environmental impacts, more severe impacts, or require the imposition of new mitigation measures.
- (3) As identified in the FEIS/EIR, the Project site is within the boundaries of the Airport Environs Land Use Plan ("AELUP") and is subject to height restrictions. The Project does not propose changes to the height limitation included in the Specific Plan/Reuse Plan. Nor does the Project pose an aircraft-related safety hazard for future residents or workers. Therefore, there is no new impact or more severe impact caused by the Project or its implementation.
- (4) The Project site is not located in a wildfire danger area. Therefore, there are no new impacts or more severe impacts caused by the Project.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate impacts or mitigation measures with regard to hazards or hazardous materials as the result of the Project or its implementation. Specifically, the Project and its implementation will not cause or result in: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance

relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts will result from the Project and its implementation; therefore, no new or revised mitigation measures are required with regard to hazards and hazardous materials. In addition, there are no mitigation measures contained in the City's MMRP Status Report for the FEIS/EIR with regard to hazards and hazardous materials. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

Mitigation/Monitoring Not Being Implemented: There are no new or revised mitigation measures with regard to hazards and hazardous materials, and there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to hazards and hazardous materials.

# (9) <u>Hydrology/Water Quality.</u>

Facts: The Project will not cause direct impact to hydrology and water quality. While the project would permit an increased development square footage, all such development would be required to comply with then-current Water Quality Management Plan ("WQMP") requirements imposed by the Santa Ana Regional Water Quality Control Board. Additionally, the Project does not include any change to setbacks or other development standards that impact drainage. There are no new or increased significant adverse project-specific or cumulative impacts with regard to hydrology/water quality that are identified as a result of the adoption and implementation of the Project. There is no new information relative to hydrology/water quality that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to hydrology/water quality.

As concluded in the FEIS/EIR, preparation of a WQMP for future development projects on the Project sites in compliance with all applicable regulatory standards would reduce water quality impacts from development activities to a level of insignificance. The Project would not result in new or substantially more severe impacts to water quality than what was previously identified in the FEIS/EIR. The Specific Plan/Reuse Plan considered the development of education-oriented and public services land uses on the Project Site. No increase in development intensity is proposed as part of the Project. The Project would not result in an increase of impervious surface area from the amount that was previously analyzed in the Specific Plan/Reuse Plan. The Project proposes no change to the drainage pattern and water management systems previously analyzed in the FEIS/EIR. The drainage pattern and water management systems in the Project Site vicinity would remain consistent with the Tustin Legacy Master Drainage Plan. Therefore, the analysis and conclusions in the FEIS/EIR relative to impacts related to groundwater supply, groundwater levels, or local recharge have not changed substantially. In addition, no change to the

backbone drainage system is proposed. Therefore, no new or more severe impacts related to drainage patterns, drainage facilities, and potential flooding would result from the Project.

# **Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the Project's environmental effects are adequately analyzed and considered in the FEIS/EIR, and that the adoption and implementation of the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the Project and its implementation will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures. The mitigation measures from the City's adopted MMRP which are applicable to the Project (specified below) are hereby ratified and adopted by the District, and will be implemented as described herein.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to hydrology and water quality as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: Compliance with existing rules and regulations would reduce any potential impacts related to water quality and groundwater to a level of insignificance and no new mitigation is required. The mitigation measures applicable during implementation (i.e., construction) of the Project have been identified in the City's adopted MMRP. Mitigation Measures WQ-1, WQ-2, and WQ-4 establish requirements related to preparation of a Stormwater Pollution Prevention Plan, compliance with Waste Discharge Requirements, and preparation of a Water Quality Management Plan, respectively. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required for implementation of the Project. The Project will implement the relevant mitigation

measures of the adopted MMRP and as stated in the FEIS/EIR and MMRP Status Report.

Mitigation/Monitoring Not Being Implemented: Mitigation Measure WQ-3 requires the City and the Tustin Legacy Project master developer to participate in the Santa Ana Regional Water Quality Control Board's Nitrogen and Selenium Management Program Working Group and contribute to funding and implementing the Working Plan. Because this Mitigation Measure is the responsibility of the City and the master developer, it does not fall within the responsibility of the Project.

# (10) <u>Land Use/Planning.</u>

<u>Facts:</u> Implementation of the Project will not cause any direct impacts to land use and planning. There would be no change to building height restrictions, setbacks, uses, development intensity, and signage. There are no new or increased significant adverse project-specific or cumulative impacts with regard to land use and planning that are identified as a result of the adoption and implementation of the Project. There is no new information relative to land use and planning that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to land use planning.

# **Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures. The mitigation measures from the City's adopted MMRP which are applicable to the Project (specified below) are hereby ratified and adopted by the District, and will be implemented as described herein.

Mitigation/Monitoring Required: The FEIS/EIR concludes that there will be no significant unavoidable land use impacts. The Project and its implementation do not result in new or increased land use impacts in comparison to those identified previously identified in the FEIS/EIR. The mitigation measures applicable to the Project have been implemented with adoption of the MCAS Tustin Specific Plan/Reuse Plan. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required. The Project will implement the relevant mitigation measures of the adopted MMRP that are applicable to the Project.

The Project will obtain all required grading and drainage permits and continue to comply with Mitigation Measure LU-2(k) as appropriate. Mitigation Measures LU-2(m), (n), (o), (p), (q), (r), and (s) are addressed in the Public Services and Facilities section.

Mitigation/Monitoring Not Being Implemented: Mitigation Measures LU-1 and LU-2 require the Cities of Tustin and Irvine respectively to amend their General Plans and zoning ordinances for the Tustin Legacy Project, and therefore are not within the responsibility of the Project. LU-2(a) requires the Cities of Tustin and Irvine to properly phase infrastructure construction, and therefore is not within the responsibility of the Project. LU-2(b) is not applicable to the District since the District is not recording applicable subdivision maps as part of the Project. Per the City's adopted 2008 Revised MMRP, the District recorded the necessary easements for the Property and Mitigation Measure LU-2(b) has been fulfilled.

Mitigation Measure LU-2(c), regarding funding construction of capital improvements, does not apply to the District's Category 1 land use because the City exempted the District's Property from fair share backbone infrastructure fees (per section 4.7.1.2 of the City Conveyance Agreement), and this continued in the Development Agreement and Restated Conveyance Agreement. Mitigation Measure LU-2(c) is implemented for Category 2 land uses by the terms in the Development Agreement and Restated Conveyance Agreement. Measures LU-2(g) and (i) are not applicable to the District because the Project is not within the 100-year flood plain (see Federal Emergency Management Agency Map dated August 9, 2002), and thus these Mitigation Measures are not within the responsibility of the Project. Mitigation Measure LU-2(h), regarding obtaining regulatory agency approvals prior to construction of regional flood control facilities, is not within the responsibility of the Project because it only applies to the Tustin Legacy master developer. Mitigation Measure LU-2(j), regarding local drainage systems, is not applicable because the District is not recording subdivision maps as part of the Project.

Mitigation Measure LU-2(1), regarding an agreement with OCFCD for fair share contributions to flood control facilities, is not applicable because the District is not recording applicable subdivision maps as part of its Project and the Mitigation Measure only applies to the City of Tustin. Mitigation Measure LU-2(t) is not applicable because no school fees are requires for the District's Project. Mitigation Measure LU-2(u) is not applicable because the Project does not require a contribution to park facilities. Mitigation Measure LU-2(v) is not applicable to projects within the City of Tustin, and therefore is not within the Project's responsibility to implement. Measure LU-2(w), regarding the creation of a landscape maintenance district, is applicable to the Tustin Legacy master developer, and therefore, is not within the Project's responsibility to implement. Finally, Mitigation Measure LU-2(x) is not applicable to the Project because the District is not filing a subdivision map as part of its Project, the Project is not adjacent to the Barranca Channel, and the City will provide any necessary bikeways along Red Hill Avenue.

#### (11) Mineral Resources.

<u>Facts:</u> The Project would not cause new impacts to mineral resources that were not previously analyzed in the FEIS/EIR. There are no known mineral resources on the Reconfigured Property. There are no new or increased significant adverse project-specific or cumulative impacts with regard to mineral resources that are identified as a result of the adoption and implementation of the Project. There is no new information relative to mineral resources that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to mineral resources.

### **Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to mineral resources as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts would result from the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for mineral resources. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to mineral resources. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

Mitigation/Monitoring Not Being Implemented: There are no new or revised

mitigation measures for mineral resources, and no mitigation measures are contained in the MMRP for the FEIS/EIR with regard to mineral resources.

### (12) <u>Noise.</u>

<u>Facts:</u> Implementation of the Project will not cause any direct impacts to noise. The ambient noise environment on the Project site is influenced by the surrounding roadways, the RSCCD's Sheriff's Training Academy, a rail line located north of Edinger Avenue, and construction and remediation activities on surrounding properties. The Project will not increase any trip cap. No new or increased significant adverse project-specific or cumulative impacts with regard to noise would occur as a result of the approval and implementation of the Project. There is no new information relative to noise that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Proposed Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to noise.

### **Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to noise as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring</u> <u>Required:</u> The FEIS/EIR concludes that with implementation of identified mitigation measures, there will be no impacts related to

noise. The adoption and implementation of the Project does not increase the severity of the noise impacts identified in the previously certified FEIS/EIR. Therefore, no refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

Mitigation/Monitoring Not Being Implemented: Mitigation Measure N-1 is not applicable to the Project, as no residential buildings are being reused as part of the Project. Mitigation Measure N-2, regarding noise studies on surrounding properties during design of the intersection at Tustin Ranch Road at Edinger Avenue, has been completed by the City of Tustin. This measure applies to the City of Tustin, and is therefore not within the responsibility of the Project. Mitigation Measure N-3 is not applicable to the Project, as no construction is proposed and no building permits will be required to implement the Project. Mitigation Measure N-4, regarding noise studies adjacent to Warner and Harvard Avenues, also only applies to the City of Tustin and is therefore not within the responsibility of the Project.

# (13) Population/Housing.

<u>Facts:</u> Implementation of the Project would have no impacts to population and housing because the Project does not change City population or the number of housing units. There are no new or increased significant adverse project-specific or cumulative impacts with regard to population and housing that are identified as a result of the adoption and implementation of the Project. There is no new information relative to population and housing that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Proposed Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to population and housing.

#### Findings:

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to population and housing as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement

of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts will result from the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for population and housing. In addition, there are no mitigation measures contained in the MMRP for the FEIS/EIR with regard to population and housing. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented:</u> There are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to population and housing. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

# (14) <u>Public Services and Facilities.</u>

**Facts:** Implementation of the Project will not cause any direct impacts to public services. Implementation of the development already approved will require compliance with existing OCFA regulations regarding construction materials and methods, emergency access, water mains, fire flow, fire hydrants, sprinkler systems, building setbacks, and other relevant regulations. Adherence to these regulations will reduce the risk of uncontrollable fire and increase the ability to efficiently provide fire protection services to the Site. Construction of Bell Avenue will enhance OCFA access to the Project site and have a beneficial impact on fire protection. Pursuant to the FEIS/EIR, the existing fire stations in the Project vicinity with additional fire fighting personnel and equipment will meet the demands created by already approved development within Tustin Legacy. The Irvine Valley College Police Department has a similar level of law enforcement capabilities as Tustin Police Department officers, including the capacity to cite and arrest offenders. They also have access to the emergency radio network that is shared with the Tustin Police Department, Orange County Sheriff's Department, OCFA, and other emergency personnel. The ATEP Campus is patrolled and serviced 24 hours per day by a combination of the Irvine Valley College police and security services that are under the management of the The Project does not include any residential Irvine Valley College police. development. Therefore, the Project does not generate K-12 students and there is no impact to schools. There are no new or increased significant adverse project-specific or cumulative impacts with regard to public services and facilities that are identified as a result of the adoption and implementation of the Project. There is no new information relative to public services and facilities that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to public services and facilities.

# **Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project and its implementation will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the Project and its implementation will not cause any new environmental impacts, more severe impacts, or require the imposition of new mitigation measures. The mitigation measures from the City's adopted MMRP which are applicable (specified below) are hereby ratified and adopted by the District, and will be implemented as described herein. No changes to the mitigation measures are needed.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to public services as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> The FEIS/EIR concluded that there will be no significant unavoidable impacts related to public services. The Project and its implementation will not result in any new or increased impacts to public services beyond those identified in the FEIS/EIR. Therefore, no new mitigation measures are required.

The District will implement Mitigation Measure LU-2(m) by ensuring adequate public services are included to serve the Project as the result of the adoption and implementation of the Project, as described in the MMRP Status Report. Under Mitigation Measure LU-2, the City is responsible for ensuring that adequate fire protection, police protection, library, and parks and recreational facilities needed to adequately serve the Tustin Legacy Project is provided as necessary. The District

will implement Mitigation Measures LU-2(o), (p), (q), and (r) by coordinating directly with OCFA regarding potential fire protection impacts of the Project. The District's Fire Master Plan has already been reviewed and approved by OCFA, and installation is in progress. Mitigation Measure LU-2(s), regarding police protection, has been implemented by the District, and the Tustin Police Department has been consulted regarding the existing ATEP Campus. The District will continue to coordinate with the Tustin Police Department on issues relating to the policing of the District's Property.

Mitigation/Monitoring Not Being Implemented: Mitigation Measure LU-2(n) is required to be implemented by the City of Tustin and/or the City of Irvine, and therefore is not within the responsibility of the Project. Mitigation Measure LU-2(t) regarding the payment of school fees is not applicable to the Project, and therefore is not within the responsibility of the Project. Mitigation Measures LU-2(u) and (v) regarding the contribution of park facilities are also not applicable to the Project, and are therefore not within the responsibility of the Project. Mitigation Measure LU-2(w) regarding the creation of a landscape maintenance district is the responsibility of the Tustin Legacy Project master developer, and therefore is not within the responsibility of the Project. Mitigation Measure LU-2(x) regarding agreements with the County of Orange Harbors and Beaches and the City of Tustin for trail improvements are not applicable to the Project, and therefore they are not within the responsibility of the Project.

# (15) Recreation.

<u>Facts:</u> The Project would not result in uses that would result in increased use of existing parks or recreational facilities. There are no new or increased significant adverse project-specific or cumulative impacts with regard to recreation that are identified as a result of the adoption and implementation of the Project. There is no new information relative to recreation that was not in existence at the time the FEIS/EIR was prepared and no new mitigation measures are required in relation to impacts to recreation.

# **Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent EIR to evaluate Project impacts or mitigation measures with regard to recreation as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts would result from the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for recreation. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to recreation or recreational facilities. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented:</u> There are no new or revised mitigation measures for recreation or recreational facilities, and there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to recreation or recreational facilities.

#### (16) Transportation/Traffic.

<u>Facts:</u> The Project does not change the uses or density or vehicle miles traveled budget or vehicle trips set forth in the Specific Plan/Reuse Plan and Development Agreement and Restated Conveyance Agreement, and which were previously analyzed in the FEIS/EIR. The Project would not cause impacts to traffic or transportation facilities. There are no new or increased significant adverse project-specific or cumulative impacts with regard to traffic that are identified as a result of the adoption and implementation of the Project. There is no new information relative to traffic that was not in existence at the time the FEIS/EIR was prepared and no new mitigation measures are required in relation to impacts to traffic.

#### Findings:

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

(1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and

that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.

(2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures. The mitigation measures from the City's MMRP which are applicable to the Project (specified below) are hereby ratified and adopted by the District, and will be implemented as described herein.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent EIR to evaluate Project impacts or mitigation measures with regard to traffic and transportation as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts will result from the District's adoption and implementation of the Project than originally considered by the previously certified FEIS/EIR. Therefore, no new or revised mitigation measures are required. The District will implement Mitigation Measure T/C-1 by submitting its traffic operations and control plan to the City prior to the construction of new buildings.

Mitigation/Monitoring Measures Not Being Implemented: Mitigation Measures T/C-2 through T/C-9 are implemented by the City and/or the City of Irvine, and therefore are not within the Project's responsibility to implement. Likewise, Mitigation Measures IA-1 and IA-2 are implemented by the City and/or the City of Irvine, and therefore are not within the Project's responsibility to implement. The District is not required to implement Mitigation Measures T/C-3, T/C-5, I/A-4, and IA-5. For Mitigation Measures IA-6 and IA-7, the City determined that no off-site roadway improvements are needed on the Project site.

### (17) Utilities/Service Systems.

**Facts:** Implementation of the Project would not cause any direct impacts to utilities and service systems. There are no new or increased significant adverse project-specific or cumulative impacts with regard to utilities/services systems that are identified as a result of the adoption and implementation of the Project. The Project

would not result in any changes to the utilities plan presented in the Specific Plan. Any demolition, removal, replacement, and connection with new underground utilities and service systems in the adjoining streets would occur as previously analyzed in the FEIS/EIR. There is no new information relative to utilities and service systems that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to utilities and service systems.

# **Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects resulting from the adoption and implementation of the Project are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the Project and its implementation will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent EIR to evaluate Project impacts or mitigation measures with regard to utilities and service systems as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts will result from adopting and implementing the Project; therefore, no new or revised mitigation measures are required for public utilities. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to public utilities. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

Mitigation/Monitoring Not Being Implemented: There are no new or revised

mitigation measures for public utilities, and there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to public utilities.

### **PUBLIC HEARING.**

Public meeting notices for the Board of Trustees' meeting on this matter were published in the newspaper, mailed to landowners within three hundred (300) feet of the Project, and posted on the District's website. The public notices invited all interested persons to attend the meeting and express opinions about the Project and CEQA compliance related thereto.

The Project documents and Environmental Initial Study and Checklist were posted on the District's website, and copies were made available for public inspection at the District offices and the Temporary Campus. The documents were also made available for public inspection at the public meeting in the Board of Trustees' boardroom.

On June 23, 2014, the Board of Trustees held a public meeting at which time it considered the approval of the Project and Environmental Initial Study and Checklist. The agenda provided the public an opportunity to comment on the Project and Environmental Initial Study and Checklist before the Board of Trustees made a decision.

# **RECORD OF PROCEEDINGS.**

# Scope of the Record.

 The record of proceedings upon which the Board of Trustees bases the findings in this Resolution the documents and evidence relied upon by the District in preparing the Project and Environmental Initial Study and Checklist.

### B. Custodian of the Record.

i) The custodian of the record of proceedings is Dr. Debra Fitzsimons, Vice Chancellor, South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California, 92692-3635.

# FINDINGS.

**NOW THEREFORE,** be it resolved by the Board of Trustees of the South Orange County Community College District as follows:

- 1. That the above recitals, information, facts, and findings are true and correct, and are hereby adopted in their entirety as set forth above.
- 2. The Project and its implementation constitute a "project" under CEQA.
- 3. Before considering the approval of the Environmental Initial Study and Checklist for the Project, the District Board of Trustees has fully considered comments made by

any party submitting verbal or written comments on any documents before the Board of Trustees.

- 4. That on May 20, 2013, the Board of Trustees held a duly noticed public meeting at which time the public was given the opportunity to comment on the Project and the Environmental Initial Study and Checklist.
- 5. The Board of Trustees has independently reviewed and considered the Environmental Initial Study and Checklist in conjunction with the Navy's ROD, the FEIS/EIR, the MMRP, MMRP Status Report, and all of the other documents that compose the entire record before the Board of Trustees, and all comments made during the public meeting, before the Board of Trustees made a decision on the District's adoption and implementation of the Project.
- 6. The Board of Trustees, based upon its independent review and consideration of the facts and requirements of CEQA, has determined with certainty, on the basis of substantial evidence in the light of the whole record, that:
- a. The Project and its implementation were examined in light of the FEIS/EIR and other documents identified above and it is determined that the Project and its implementation have already been adequately analyzed in the FEIS/EIR;
- b. There are no substantial changes proposed by the Project and the circumstances under which the Project will be implemented and undertaken that have the potential to cause new significant environmental effects or a substantial increase in the severity of previously identified significant effects, and that there is no new information of substantial importance that affects the analysis in the FEIS/EIR or its mitigation measures;
- c. The adoption and implementation of the Project will not have any effects that are not already examined in the FEIS/EIR, there are no new mitigation measures required and there are no new significant adverse project-specific or cumulative impacts in any environmental areas that are identified, nor will any project-specific or cumulative impacts in any environmental areas be made worse as a result of implementing the Project;
- d. That there is no possibility that the adoption and implementation of the Project may have a significant effect on the environment;
- e. All feasible mitigation measures identified in the FEIS/EIR that are applicable to the Project and its implementation are incorporated into subsequent actions that the District commits to fully implement;
- f. There is no information indicating that the City should implement a different Alternative or that a different Alternative is feasible for the Specific Plan/Reuse Plan;

- g. The Project and its implementation does not propose substantial changes which will require major revisions to the FEIS/EIR due to new or substantially more severe significant environmental effects than previously analyzed in the FEIS/EIR;
- h. There are no substantial changes in circumstances under which the Project will be implemented and undertaken that will require major revisions to the FEIS/EIR due to new or substantially more severe significant environmental effects than previously analyzed in the FEIS/EIR;
- i. No new information of substantial importance as described in subsection (a)(3) of Section 15164 of the CEQA Guidelines has been revealed that will require major revisions to the FEIS/EIR or its conclusions as the result of the Project and its implementation;
- j. None of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete; and,
- k. Pursuant to CEQA Guidelines section 15168, subdivision (c), there are no new effects that could occur as the result of the adoption and implementation of the Project, and no new mitigation measures are required for the adoption and implementation of the Project.

Therefore, the Board of Trustees finds that the previously certified FEIS/EIR, including the MMRP and MMRP Status Report are adequate to serve as the required environmental documentation for the adoption and implementation of the Project, and satisfy all of the requirements of CEQA.

- 7. That the Board of Trustees does hereby approve the Environmental Initial Study and Checklist for the Project, attached as **ATTACHMENT 1**.
- 8. That the Board of Trustees does hereby ratify and adopt the mitigation measures identified in the FEIS/EIR, MMRP and MMRP Status Report as discussed in this Resolution above.
- 9. The Notice of Determination for the Project Environmental Initial Study and Checklist will be filed with the Orange County Clerk and the State Clearinghouse immediately following the Board of Trustees' approval of the Project and Environmental Initial Study and Checklist.

	AND ADOPTED by the Board of Trustees of the Soege District on day of, 2014, by the	
AYES:		
NOES:		
ABSTENTIONS:		
ABSENT:		
	President of the Board of Trustees of the	
	South Orange County Community College Distr	ict
	Attested to:	
	Clerk of the Board of Trustees of the	
	South Orange County Community College Distr	ict

# **ATTACHMENT 1:**

"Project Environmental Initial Study and Checklist"



# COMMUNITY DEVELOPMENT DEPARTMENT

300 Centennial Way, Tustin, CA 92780 (714) 573-3100

#### ENVIRONMENTAL ANALYSIS CHECKLIST

For Projects With Previously Certified/Approved Environmental Documents: Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the Disposal and Reuse of Marine Corps Air Station (MCAS) Tustin

The following checklist takes into consideration the preparation of an environmental document prepared at an earlier stage of the proposed project. This checklist evaluates the adequacy of the earlier document pursuant to Section 15162 and 15168 of the California Environmental Quality Act (CEQA) Guidelines.

#### A. BACKGROUND

Project Title(s): Disposition of two SOCCCD properties to the City of Tustin -

Amendment #1 to Development Agreement 2013-002

Lead Agency: City of Tustin, 300 Centennial Way, Tustin, California 92780

Lead Agency Contact Person: Justina Willkom Phone: (714) 573-3115

Project Location: The subject properties are a 4.5-acre parcel (Planning Area (PA) 1-

E) (referred to herein as Site A) and a 0.57-acre parcel (Parcel I-E-4) (referred to herein as Site B) in the City of Tustin within the boundaries of the MCAS-Tustin Specific Plan, which is commonly referred to as Tustin Legacy. More specifically, Site A is PA 1-E in Neighborhood A, north of Valencia Avenue, west of Severyns Road, east of Lansdowne Drive. Site B is a part of PA 1-H in Neighborhood A, north of the Village of Hope, south of Valencia Avenue, east of Red Hill Avenue and west of Hope Drive. The project sites are illustrated in Figures 1 (Regional Map), 2 (MCAS Tustin Specific Plan and Project Location), 3 (Site Vicinity Land

Uses and 4 (Current Planning Area Boundaries).

Project Sponsor's Name and Address:

City of Tustin ATTN: Matt West 300 Centennial Way Tustin CA 92780 Ph. (714) 573-3116

Email: MWest@tustinca.org

South Orange County Community College District ATTN: Dr. Debra Fitzsimmons 28000 Marguerite Parkway 3rd Fl. Mission Viejo, CA 92692 Ph. (949) 582-4663 ssembiazza@socccd.edu

General Plan Designation: MCAS Tustin Specific Plan

Zoning Designation: MCAS Tustin Specific Plan

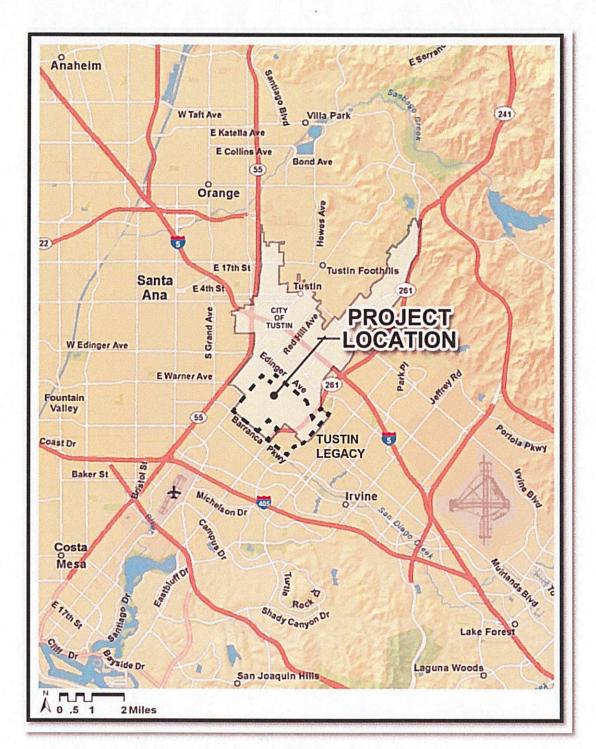


Figure 1 Regional Map

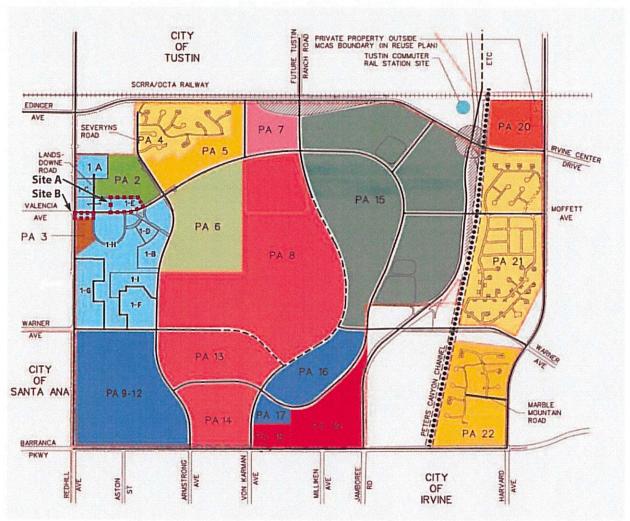


Figure 2 MCAS Tustin Specific Plan and Project Location



Figure 3 Site Vicinity Land Uses

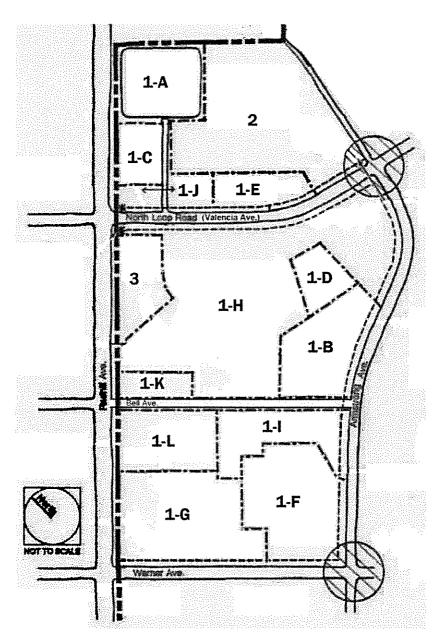


Figure 4 Current Planning Area Boundaries

Project Description:

Sale of a 0.57-acre parcel by SOCCCD to the City of Tustin and relinquishment of SOCCCD's rights to acquire a 4.5 acre parcel, totaling approximately 5 acres. The purpose of the Project is to consolidate remnant parcels and otherwise allow for more efficient and rational planning consistent with the MCAS Tustin Specific Plan. No General Plan Amendment or Specific Plan Amendment is proposed. An amendment to the previously approved Development Agreement and Amended and Restated Agreement between the City of Tustin and SOCCCD is also required to implement the property conveyance.

Surrounding Uses:

North: Vacant land (future City of Tustin community park) and

Heritage Elementary School

South: The future Advanced Technology Education Park (ATEP)

campus property (vacant) and the Village of Hope

Vacant land (future City of Tustin community park),

Armstrong Avenue and residential (across Severyns Road)

West: Current ATEP campus parking lot and buildings (across

Lansdowne Drive) and Red Hill Avenue

Existing Conditions: Site A is vacant, but has some site improvements including paved access roads along the northern and eastern property boundaries and fencing. Site B is improved with landscaping and irrigation, sidewalks, signage and street lighting. Roughly the southern half of the site is unimproved dirt area.

# Previous Environmental Documentation:

A Final Joint Program Environmental Impact Statement/Environmental Impact Report (FEIS/EIR) for the Disposal and Reuse of Marine Corps Air Station (MCAS) Tustin was prepared by the City of Tustin and the Department of the Navy (Navy) in accordance with the CEQA and the National Environmental Policy Act (NEPA) dated October 1996. as amended by the Errata dated September 1998. On January 16, 2001, the City of Tustin certified the FEIS/EIR. On March 3, 2001, a Record of Decision (ROD) was issued by the Navy approving the FEIS/EIR and the Specific Plan.

There have been one supplement and five addenda to the FEIS/EIR. On December 6, 2004, the City Council adopted Resolution No. 04-76 approving a Supplement to the FEIS/EIR for the extension of Tustin Ranch Road between Walnut Avenue and the future alignment of Valencia North Loop Road. On April 3, 2006, the City Council adopted Resolution No. 06-43 approving an Addendum to the FEIS/EIR.

The District certified an addendum on November 12, 2008 (SOCCCD Resolution 08-35) related to the approval of a Long Range Academic & Facilities Plan and a Long Range Academic Plan for the Advanced Technology & Education Park (ATEP) campus; an addendum on March 24, 2009 (SOCCCD Resolution 09-05) related to a Concept Plan for Phase 3A of the ATEP campus; and an addendum on December 5, 2011 (SOCCCD Resolution 11-38) related to an exchange of land between the District and the County of Orange.

On May 13, 2013, the City Council adopted Resolution No. 13-32 approving a second Addendum to the FEIS/EIR related to an exchange of land between the District and City of Tustin and a Specific Plan Amendment. The District certified the same addendum on May 20, 2013 (Resolution No. 13-18). The original FEIS/EIR document, the supplement, and the City's and District's addenda are collectively referred to herein as the "FEIS/EIR." In addition, the City has certified multiple CEQA documents associated with prior amendments to the MCAS Tustin Specific Plan and development projects within Tustin Legacy.

Section 1.5.2 of the FEIS/EIR states that the FEIS/EIR is a Program EIR and it is intended to be used as the CEQA compliance document for all public and private actions made in furtherance of, the Specific Plan. The FEIS/EIR analyzed the environmental consequences of the Navy disposal and local community reuse of the MCAS Tustin per the Reuse Plan and the MCAS Tustin Specific Plan/Reuse Plan (referred to in this document as the Specific Plan). The CEQA analysis also analyzed the environmental impacts of certain "Implementation Actions" that the City of Tustin and City of Irvine must take to implement the MCAS Tustin Specific Plan, including but not limited to the adoption by the City of Tustin of the MCAS Tustin Specific Plan and adoption of the MCAS Tustin Redevelopment Plan.

The MCAS Tustin Specific Plan proposed and the FEIS/EIR analyzed a multi-year development period for the planned urban reuse project (Tustin Legacy). When individual activities within the Specific Plan are proposed, the lead agency is required to examine the individual activities to determine if their effects were fully analyzed in the FEIS/EIR. The agency can approve the activities as being within the scope of the project covered by the FEIS/EIR. If the agency finds that pursuant to Sections 15162, 15163, 15164, and 15183 of the CEQA Guidelines no new effects would occur, nor would a substantial increase in the severity of previously identified significant effects occur, then no supplemental or subsequent EIR is required.

The FEIS/EIR along with its Addenda and Supplement is a program EIR under CEQA. The FEIS/EIR, Addenda and Supplement considered the potential environmental impacts associated with development on the former Marine Corps Air Station, Tustin.

#### B. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is considered a "New Significant Impact" not covered in or "More Severe Impact" than previously analyzed in the FEIS/EIR. The

<sup>&</sup>lt;sup>1</sup> MCAS Tustin Zone Change (Specific Plan Amendment) 05-002, DDA and Development Plan Addendum, p. 1-1.

environmental factors summarized in the table below correspond to the checklist and analysis in Section D.

	Aesthetics		Hazards/Hazardous Materials		Public Services	
	Agriculture Resources		Hydrology/Water Quality		Recreation	
	Air Quality		Land Use and Planning		Transportation/Circulation	
	Biological Resources		Mineral Resources		Utilities/Service Systems	
	Cultural Resources		Noise		Mandatory Findings	
	Geology and Soils		Population and Housing		of Significance	
C.	<b>DETERMINATION</b> On the basis of this in		aluation:			
	I find that the pro	posed			a significant effect on the repared.	
	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A NEGATIVE DECLARATION will be prepared.					
		d that the proposed project MAY have a significant effect on the environment, and an /IRONMENTAL IMPACT REPORT is required.				
	I find that the proposed project MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "Potentially Significant Impact" or "Potentially Significant Unless Mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.					
	environment, there V significant effects 1 applicable standards,	find that although the proposed project could have a significant effect on the nvironment, there WILL NOT be a significant effect in this case because all potentially ignificant effects 1) have been analyzed adequately in an earlier EIR pursuant to pplicable standards, and 2) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project.				
	-	-			a significant effect on the s case because all potentially	

significant effects 1) have been analyzed adequately in an earlier NEGATIVE DECLARATION pursuant to applicable standards, and 2) have been avoided or mitigated pursuant to that earlier NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project.

Preparer: M. Willow Date: 5/15/14

Justina Willkom, Assistant Director - Planning

Elizabeth A Baisack Date 5/15/14

Elizabeth A. Binsack, Community Development Director

## D. EVALUATION OF ENVIRONMENTAL IMPACTS

The following checklist and evaluation of environmental impacts take into consideration the preparation of an environmental document (the FEIS/EIR) which fully analyzed the project.

The project does not involve any changes in development intensity or modification in development standards. The checklist and initial study evaluate whether the conditions identified in Sections 15162 and 15168 of the CEQA Guidelines have occurred and require the preparation of a subsequent EIR, supplemental EIR, ND, or MND.

The following relevant information is presented for each of the topical issues presented in the Initial Study environmental checklist to analyze the potential environmental impacts of the project:

- Project Impact Evaluation
  - New Significant Impact—a significant impact that was not previously analyzed in the FEIS/EIR
  - More Severe Impact—an impact that was previously identified in the FEIS/EIR that will be worsened as a result of the project
  - No Substantial Change from Previous Analysis—impacts analyzed in the FEIS/EIR are sufficiently analyzed in the FEIS/EIR
- Mitigation Measures
- Sources

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New Significant Impact	More Severe Impacts	No Substantial Change From Previous Analysis
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	POPPARAMENTAL	
	**************************************	
	Significant Impact	Significant Severe

Environmental Issues	New Significant Impact	More Severe Impacts	No Substantial Change From Previous Analysis
51104(g))?			
d) Result in the loss of forest land or conversion of forest land to non-forest use?			$\boxtimes$
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?			
III. AIR QUALITY		,	
Would the project:			
a) Conflict with or obstruct implementation of the applicable air quality plan?		·	$\boxtimes$
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			$\boxtimes$
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?			
d) Expose sensitive receptors to substantial pollutant concentrations?			
e) Create objectionable odors affecting a substantial number of people?			$\boxtimes$
IV. BIOLOGICAL RESOURCES			
Would the project:			
a) Have a substantial adverse effect,			$\boxtimes$

Environmental Issues	New Significant Impact	More Severe Impacts	No Substantial Change From Previous Analysis
modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?			
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			$\boxtimes$

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Environmental Issues	New Significant Impact	More Severe Impacts	No Substantial Change From Previous Analysis	
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				
V. CULTURAL RESOURCES				
Would the project:			$\boxtimes$	
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?			$\boxtimes$	
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?			$\boxtimes$	
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			$\boxtimes$	
d) Disturb any human remains, including those interred outside of formal cemeteries?				
VI. GEOLOGY AND SOILS				
Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on				

Page	15

Environmental Issues	New Significant Impact	More Severe Impacts	No Substantial Change From Previous Analysis		
other substantial evidence of a known fault? Refer to Division of Mines and Geology Special		•	***************************************		
Publication 42.					
ii) Strong seismic ground shaking?					
iii) Seismic-related ground failure,					
including liquefaction?					
iv) Landslides?			$\boxtimes$		
b) Result in substantial soil erosion or the loss of topsoil?			$\boxtimes$		
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?					
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?					
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?					
VII. GREENHOUSE GAS EMISSIONS					
Would the project:					
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?					
b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing			$\boxtimes$		

	New Significant	More Severe	No Substantial Change From Previous
Environmental Issues	Impact	Impacts	Analysis
the emissions of greenhouse gases?			
VIII. HAZARDS AND HAZARDOU Would the project:  a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal	US MATERIA	LS	
of hazardous materials?			
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?			
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?			

			No Substantial
Environmental Issues	New Significant	More Severe	Change From Previous Analysis
g) Impair implementation of or	Impact	Impacts	Allalysis
physically interfere with an adopted emergency response plan or emergency evacuation plan?			
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?			
IX. HYDROLOGY AND WATER O	QUALITY		
Would the project: a) Violate any water quality			
standards or waste discharge requirements?			$\boxtimes$
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted?			
c) Substantially alter the existing drainage pattern of area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or			

Environmental Issues	New Significant Impact	More Severe Impacts	No Substantial Change From Previous Analysis
substantially increase the rate or		4	
amount of surface runoff in a manner			
which would result in flooding on- or			
off-site?			
e) Create or contribute runoff water	distriction of the state of the		
which would exceed the capacity of	- Average + Average	THE REAL PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDR	
existing or planned stormwater			
drainage systems or provide			
substantial additional sources of		Ward-Arterial or and a state of the state of	
polluted runoff?			
f) Otherwise substantially degrade			
water quality?			**************************************
g) Place housing within a 100-year			
flood hazard area as mapped on a		<del></del>	
federal Flood Hazard Boundary or Flood Insurance Rate Map or other			
flood hazard delineation map?		Political Andrews	
h) Place within a 100-year flood			
hazard area structures which would			
impede or redirect flood flows?	<u></u>		
i) Expose people or structures to a			
significant risk of loss, injury or			Taracha and tarach
death involving flooding, including			
flooding as a result of the failure of a			
levee or dam?			
j) Inundation of seiche, tsunami, or			$\boxtimes$
mudflow?			
X. Land Use and Planning			
Would the project:			
a) Physically divide an established			
community?			
b) Conflict with any applicable land			
use plan, policy, or regulation of an		Transment of the Control of the Cont	
agency with jurisdiction over the			
project (including, but not limited to			$\boxtimes$
the general plan, specific plan, local			
coastal program, or zoning			
ordinance) adopted for the purpose			

Environmental Issues	New Significant Impact	More Severe Impacts	No Substantial Change From Previous Analysis
of avoiding or mitigating an			
environmental effect?			
c) Conflict with any applicable			
habitat conservation plan or natural			
communities conservation plan?		WATER BOOK OF THE STREET	
XI. MINERAL RESOURCES	<b></b>		
Would the project:			
a) Result in the loss of availability of			
a known mineral resource that would			$\boxtimes$
be of value to the region and the			
residents of the state?	<b></b>		
b) Result in the loss of availability of			
a locally important mineral resource recovery site delineated on a local			
general plan, specific plan or other			
land use plan?			
tand use plan:			
XII. NOISE			
Would the project:			NOTION ACTION AC
a) Exposure of persons to or	***************************************		
generation of noise levels in excess			
of standards established in the local		<b></b>	K-71
general plan or noise ordinance, or			
applicable standards of other			
agencies?			
b) Exposure of persons to or			
generation of excessive groundborne			
vibration or groundborne noise			
levels?			
c) A substantial permanent increase			
in ambient noise levels in the project			$\boxtimes$
vicinity above levels existing without		L	الكا
the project?		10M2444444	
d) A substantial temporary or			
periodic increase in ambient noise			$\boxtimes$
levels in the project vicinity above			
THE VALUE OF THE STATE OF THE MENTANT!	i		

Environmental Issues	New Significant Impact	More Severe Impacts	No Substantial Change From Previous Analysis
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?			
XIII. POPULATION AND HOUSIN	NG	A CONTRACTOR OF THE CONTRACTOR	L
Would the project:			
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?			$\boxtimes$
c) Displace substantial numbers of people, necessitating the construction			

# XIV. PUBLIC SERVICES

of replacement housing elsewhere?

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Environmental Issues	New Significant Impact	More Severe Impacts	No Substantial Change From Previous Analysis
a) Fire protection?			$\boxtimes$
b) Police protection?			$\boxtimes$
c) Schools?			X
d) Parks?			<b>X</b>
e) Other public facilities?			X
XV. RECREATION			
a) Would the project increase the use			
of existing neighborhood and			
regional parks or other recreational			$\boxtimes$
facilities such that substantial	<b> </b>		
physical deterioration of the facility			
would occur or be accelerated?			
b) Does the project include			
recreational facilities or require the			
construction or expansion of			$\boxtimes$
recreational facilities, which might			
have an adverse physical effect on			
the environment?			
XVI. TRANSPORTATION/TRAFF Would the project:	IC		
a) Conflict with an applicable plan,			
ordinance or policy establishing			
measures of effectiveness for the			
performance of the circulation			
system, taking into account all			
modes of transportation including			$\boxtimes$
mass transit and non-motorized			
travel and relevant components of			
the circulation system, including but			
not limited to intersections, streets,			
highways and freeways, pedestrian			
and bicycle paths, and mass transit?			
b) Conflict with an applicable			
congestion management program,			$\boxtimes$
including, but not limited to level of	السبسا	<b></b>	K
service standards and travel demand	1		

Environmental Issues	New Significant Impact	More Severe Impacts	No Substantial Change From Previous Analysis
measures, or other standards			
established by the county congestion			
management agency for designated			
roads or highways?			
c) Result in a change in air traffic			
patterns, including either an increase			
in traffic levels or a change in			$\boxtimes$
location that results in substantial			
safety risks?			
d) Substantially increase hazards due			
to a design feature (e.g., sharp curves	<u> </u>		
or dangerous intersections) or	<b>-</b>		$\boxtimes$
incompatible uses (e.g., farm			
equipment)?			
e) Result in inadequate emergency			$\boxtimes$
access?			
f) Conflict with adopted policies,			
plans, or programs regarding public		talining to the state of the st	
transit, bicycle, or pedestrian facilities, or otherwise decrease the			$\boxtimes$
performance or safety of such		n na	
facilities?		***************************************	
identities:			
XVII. UTILITIES AND SERVICE S Would the project:	SYSTEMS		
a) Exceed wastewater treatment			
requirements of the applicable			
Regional Water Quality Control			
Board?			
b) Require or result in the			
construction of new water or			
wastewater treatment facilities or			$\boxtimes$
expansion of existing facilities, the	<b></b>	<b>L</b>	
construction of which could cause		Table of the state	
significant environmental effects?			
c) Require or result in the		and the state of t	
construction of new storm water			$\boxtimes$
drainage facilities or expansion of	<b></b>	<u> </u>	
existing facilities, the construction of			

Environmental Issues	New Significant Impact	More Severe Impacts	No Substantial Change From Previous Analysis
which could cause significant environmental effects?			
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			$\boxtimes$
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			
g) Comply with federal, state, and local statutes and regulations related to solid waste?			$\boxtimes$
XVIII. MANDATORY FINDINGS	OF SIGNIFIC	ANCE	
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			
b) Does the project have impacts that are individually limited, but cumulatively considerable?			

 $\boxtimes$ 

cause substantial adverse effects on

human beings, either directly or indirectly?

Environmental Issues	New Significant Impact	More Severe Impacts	No Substantial Change From Previous Analysis
("Cumulatively considerable" means that the incremental effects of a			
project are considerable when			
viewed in connection with the effects			
of past projects, the effects of other current projects, and the effects of			
probable future projects)?			
c) Does the project have			
environmental effects, which would			

#### ATTACHMENT 1

Evaluation of Environmental Impacts
Disposition of two SOCCCD parcels to the City of Tustin
April 21, 2014

#### **EVALUATION OF ENVIRONMENTAL IMPACTS**

# Disposition of two SOCCCD parcels to the City of Tustin – Amendment #1 to Development Agreement 2013-002

## **PROJECT DESCRIPTION**

The Project consists of two agreements, the Agreement Concerning Valencia Parcel and a strip parcel (Agreement) between SOCCCD and the City of Tustin and amendment number one (Amendment) to the Development Agreement and Amended and Restated Agreement Between the City of Tustin (City) and SOCCCD for Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Educational Campus (DA). The purpose of the Agreement and Amendment is to effectuate the disposition of approximately 5 acres of land comprised of two parcels (refer to Figure 2, Sites A and B) from SOCCCD to the City. The Agreement delineates the terms, purchase price and processes associated with the City's purchase from SOCCCD of the strip parcel and SOCCCD's relinquishment of its rights to acquire ownership of the Valencia Parcel and ultimate City ownership of the two parcels. Associated with the purchase is the DA Amendment, which would modify the approved DA to identify the City as the ultimate owner of the two parcels.

The reasons for the Agreement are: 1) the parcels are remnant properties that are physically separated from the primary ATEP Campus; and, 2) to consolidate the properties under City's ownership to allow for more efficient and rational planning of the properties pursuant to the MCAS Tustin Specific Plan. Site A (Valencia Parcel) is a remnant parcel that is surrounded by property to the north, east and west that will ultimately be owned by the City and is separated from the largest portion of the ATEP Campus by Valencia Avenue, a four-lane road. The acquisition of Site A by the City would consolidate the ownership of the properties north of Valencia Avenue with the City. Site B (strip parcel) is a remnant parcel that is primarily used for entry monumentation and landscaping for Tustin Legacy; however, SOCCCD owns and maintains the parcel. Because Site B serves as a gateway to Tustin Legacy and because a portion thereof could potentially be used ancillary to the adjoining transitional/emergency housing use, the City has expressed interest in owning and maintaining the site. The property disposition would also consolidate the ownership of Site B with City's ownership and maintenance of the streets and landscaping at the intersection of Valencia and Red Hill Avenues.

The Project does not include a General Plan or Specific Plan Amendment or any proposed physical changes. The Project involves the disposition of Site B from SOCCCD to the City and the relinquishment of SOCCCD's right to acquire Site A. There would also be no change in the allowed land uses on Site A or B as the intended uses of the properties are consistent with the applicable provisions of the MCAS Tustin Specific Plan. The City would acquire both properties without any associated development rights (i.e., allowed square footage of buildings or vehicle trips). Upon the sale of Sites A and B to the City, the ATEP Campus area would be reduced from approximately 66.5 acres to 62 acres.

The City is currently undertaking feasibility and planning studies for a community park north of Site A. Some of the planning studies include Site A in the community park design. Because these design concepts are feasibility and planning studies, they are subject to Section 15262 of the State CEQA Guidelines and Class 6 (Section 15306 of the CEQA Guidelines). The disposition of Site A to the City does not include approval or construction of the concept park improvements.

When specific development proposals are produced for the Project sites, the City will analyze the project and determine whether additional CEQA analysis will be needed at that time. This is consistent with the purpose of the FEIS/EIR document, which serves as a program-level document with subsequent activities being examined in greater detail through additional environmental analysis (CEQA Guidelines Section 15168). Limiting the scope of analysis in this Initial Study to the Project elements that are known at this time is also consistent with CEQA Guidelines Section 15145, which discourages discussion of speculative impacts.

Site A is currently owned by the Navy. Like other properties owned by the Navy in Tustin Legacy, Site A is currently expected to be transferred to the City once a Finding of Suitability to Transfer (FOST) is issued by the Navy for the lands. Once issued, the FOST will document that the Navy has determined the covered parcel environmentally suitable for transfer and that either all remediation necessary to protect human health and the environment has been completed or is in place and operating properly and successfully such that development can safely occur on the site.

# **EVALUATION OF ENVIRONMENTAL IMPACTS**

An Environmental Analysis Checklist has been completed and it has been determined that this Project is within the scope of the Prior Environmental Review and that pursuant to Public Resources Code Section 21166 and Title 14 California Code of Regulations Sections 15162 and 15168(c), there are no substantial changes in the project requiring major revisions to the Prior Environmental Review, no substantial changes with respect to the circumstances under which the project is being undertaken which will require major revisions to the Prior Environmental Review, or any new information which was not known and could not have been known at the time the Prior Environmental Review was certified showing that: (1) the project will have any new significant effects; (2) significant effects previously examined will be substantially more severe; (3) mitigation measures or alternatives previously determined to be infeasible will now be feasible and would substantially reduce one or more significant effects of the project but the City declined to adopt the mitigation measure or alternative; or (4) mitigation measures or alternatives considerably different from those previously analyzed would substantially reduce one or more significant effects on the environment, but the City declined to adopt the mitigation measure or alternative. Accordingly, no new environmental document is required by CEOA.

The following information provides background support for the conclusions identified in the Environmental Analysis Checklist.

# I. AESTHETICS - Response a-d:

The Project would not cause aesthetic impacts that were not previously analyzed in the FEIS/EIR. The Project involves the disposition of two parcels totaling approximately 5 acres from SOCCCD to the City. There would be no change in the allowed land uses or the future development condition that was analyzed in the FEIS/EIR because there would be no change to building height restrictions, setbacks, signage, and other development standards. Visual changes to the Project vicinity have already occurred with the development of Phase 1 of the ATEP Campus, the County's Abused Children's Shelter, the Village of Hope, residential neighborhoods north of Valencia Avenue, the construction of the Tustin Unified School District's Heritage Elementary School, as well as the demolition of buildings on the ATEP site.

There are no new or increased significant adverse project-specific or cumulative impacts with regard to aesthetics and visual quality that would occur as a result of the implementation of the Project. There is no new information relative to aesthetics and visual quality that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR. No new mitigation measures are required in relation to impacts to aesthetics and visual quality.

The visual impacts of planned construction in Neighborhood A were analyzed in the FEIS/EIR, and there would be no new or substantially different aesthetic impacts as a result of the Project. Future construction on the properties would comply with the site development standards in the Specific Plan. Therefore, the overall intensity of the future development and the general character of the Project site would not be substantially altered by the Project.

There are no designated scenic vistas in the Project area; therefore, the Project would not result in a substantial adverse effect on a scenic vista. The Project site is also not located within the vicinity of a designated state scenic highway. The Project would not change the conclusions of the historical analysis of the historic blimp hangars from the FEIS/EIR relative to visual changes since the Project would not affect these hangars.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to aesthetics. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe aesthetic impacts would result from the adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for aesthetics and visual quality. No refinements related to the Project are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required. Mitigation measures were adopted by the Tustin City Council in the FEIS/EIR,

Addendums and Supplemental; and applicable measures would be required to be complied with as conditions of entitlement approvals for future development of the site.

<u>Mitigation/Monitoring Measures Not Being Implemented:</u> Mitigation Measure Vis-1, regarding urban design plan adoption in conjunction with any zoning ordinance amendments, is the responsibility of others to implement, and therefore is not within the Project's responsibility to implement.

## II. AGRICULTURE AND FORESTRY RESOURCES - Response to a-e:

The Project would not cause impacts to agriculture and forest resources that were not previously analyzed in the FEIS/EIR. There continue to be no agricultural or forestry resources on the property. There are no new or increased significant adverse project-specific or cumulative impacts with regard to agricultural resources that are identified as a result of the approval and implementation of the Project. The impacts of the development of the properties have already been analyzed in the FEIS/EIR. There is no new information relative to agricultural or forestry resources that was not in existence at the time the FEIS/EIR was prepared. Therefore, no new mitigation measures are required in relation to impacts to agricultural or forestry resources.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to agricultural or forestry resources. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified.

<u>Mitigation Monitoring Required:</u> Specific mitigation measures have been adopted by the Tustin City Council in certifying the FEIS/EIR. However, the FEIS/EIR also concluded that Reuse Plan related impacts to farmland were significant and impossible to fully mitigate. A Statement of Overriding Consideration for the FEIS/EIR was adopted by the Tustin City Council on January 16, 2001.

<u>Mitigation/Monitoring Not Being Implemented:</u> No new impacts or substantially more severe impacts will result from the City's or District's approval and implementation of the Project; therefore, no new or revised mitigation measures are required for agricultural or forestry resources. In addition, there are no applicable mitigation measures contained in the City's approved MMRP for the FEIS/EIR with regard to agricultural resources. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

## III. AIR QUALITY - Response to a-e:

The Project would not cause impacts to air quality that were not previously analyzed in the FEIS/EIR. The Tustin City Council adopted Findings and a Statement of Overriding Considerations for the FEIS/EIR on January 16, 2001 to address significant unavoidable short-

term (construction), long-term (operational), and cumulative air quality impacts for the Specific Plan. The City also adopted mitigation measures (AQ-1, AQ-2, AQ-3, and AQ-4) to reduce these unavoidable adverse impacts.

The Project involves the disposition of two parcels totaling approximately 5 acres from SOCCCD to the City. There would be no change in the allowed land uses or maximum permitted development that was analyzed in the FEIS/EIR. Therefore, no significant impact beyond what was analyzed in the adopted FEIS/EIR is anticipated.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to air quality. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified.

Mitigation/Monitoring Required: Specific air quality mitigation measures have been adopted by the Tustin City Council in certifying the FEIS/EIR for both operational and construction-related activities for development at Tustin Legacy. The mitigation measures for air quality impacts that are applicable to the Project during the future implementation stages (i.e., construction) include Mitigation Measures AQ-1. The City would implement Mitigation Measure AQ-1 by complying with South Coast Air Quality Management District Rules to reduce short-term air pollutant emissions on the project sites when development occurs. However, the FEIS/EIR also concluded that Reuse Plan related operational air quality impacts were significant and impossible to fully mitigate. A Statement of Overriding Consideration for the FEIS/EIR was adopted by the Tustin City Council on January 16, 2001.

Mitigation/Monitoring Not Being Implemented: All relevant mitigation measures will be implemented by the City and SOCCCD (AQ-1 through AQ-3) or the City independently (AQ-4).

# IV. BIOLOGICAL RESOURCES - Responses to a-f:

The Project would not cause impacts to biological resources that were not previously analyzed in the FEIS/EIR. The FEIS/EIR analyzed the future development of the whole of Neighborhood A and the associated biological impacts. No new areas would be developed under the Project. There are no new or increased significant adverse project-specific or cumulative impacts with regard to biological resources that would occur as a result of the adoption and implementation of the Project. In 2010, the U.S. Army Corps of Engineers (ACOE), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Game (CDFG) determined that the ATEP Site does not contain land that is subject to their jurisdiction or that warrants their oversight. There is no other new information relative to biological resources that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts on biological resources. Based on current delineations of wetlands and jurisdictional

waters, the Project would not affect wetlands or jurisdictional waters. The impacts resulting from the implementation of the Project, if any, would be those identified in the FEIS/EIR.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to biological resources. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified.

Mitigation/Monitoring Required: The mitigation measures applicable during implementation of the Project have been identified in the City's MMRP. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required for implementation (i.e., construction) of the Project. The Project would implement the relevant mitigation measures of the adopted MMRP and as stated in the MMRP. The City and SOCCCD would not need to implement Mitigation Bio-1 because the Project would not affect jurisdictional waters of the U.S. or vegetated wetlands. With regard to Mitigation Bio-2, Bio-3, and Bio-4, which deal with capture and relocation of pond turtles and restoration of pond turtle habitat, these measures do not apply to the Project because no ponds exist on the Project site.

Mitigation/Monitoring Not Being Implemented: If the site continues to reveal no presence of southwestern pond turtles, Mitigation Measures Bio-1, Bio-2, Bio-3, and Bio-4 would not be implemented as part of the Project.

# V. CULTURAL RESOURCES - Responses to a-d:

The Project would not cause impacts to cultural resources that were not previously analyzed in the FEIS/EIR. The Project would result in a change of ownership that would not modify the areas identified for development in the Specific Plan and analyzed in the FEIS/EIR. The Project would not cause additional impacts to cultural resources. The impacts of the Specific Plan on cultural resources, including any that may be present on the Project site, were considered in the FEIS/EIR.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to cultural and paleontological resources. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant

effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified.

Mitigation/Monitoring Required: The City would implement Mitigation Measure Arch-2 by retaining a County-certified archaeologist and conducting the required consultations prior to obtaining grading permits. The City would implement Mitigation Measures Paleo-1 and Paleo-2 by retaining a County-certified paleontologist and complying with the requirements of the established Paleontology Resources Management Plan (PRMP) for Tustin Legacy.

Mitigation/Monitoring Not Being Implemented: Other mitigation measures for cultural resources in the FEIS/EIR and City's 2013 MMRP are not applicable to the Project site and are the responsibility of others to implement.

# VI. GEOLOGY AND SOILS - Responses to a-e:

Implementation of the Project would not cause any direct impacts to geology and soils. The Project proposes to develop the same areas as proposed in the Specific Plan and previously analyzed in the FEIS/EIR. There are no new or increased significant adverse project-specific or cumulative impacts with regard to geology and soils that are identified as a result of the adoption and implementation of the Project. There is no new information relative to geology and soils that was not in existence at the time the FEIS/EIR as prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to geology and soils.

The FEIS/EIR found that impacts to soils and geology resulting from implementation of the Specific Plan would include non-seismic hazards (such as local settlement, regional subsidence, expansive soils, slope instability, erosion, and mudflows) and seismic hazards (such as surface fault displacement, high-intensity ground shaking, ground failure and lurching, seismically-induced settlement, and flooding associated with dam failure). The FEIS/EIR concluded that compliance with state and local regulations and standards, along with established engineering procedures and techniques, would avoid unacceptable risk or the creation of significant impacts related to geotechnical issues. No substantial change is expected during implementation of the Project from the analysis previously completed in the certified FEIS/EIR.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to geology and soils. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified.

Mitigation/Monitoring Required: As identified in the FEIS/EIR, compliance with existing rules and regulations would avoid the creation of potential impacts. No mitigation is required.

Mitigation/Monitoring Not Being Implemented: There are no new or revised mitigation measures for geology and soils. In addition, there are no mitigation measures contained in the City's 2012 MMRP with regard to geology and soils.

### VII. GREENHOUSE GAS EMISSIONS - Responses to a-b:

The Project involves the disposition of two parcels totaling approximately 5 acres from SOCCCD to the City. There would be no change in the allowed land uses or maximum permitted development that was analyzed in the FEIS/EIR; therefore, implementation of the Project would not result in any substantial increase in Greenhouse Gas (GHG) emissions compared to the Specific Plan analyzed in the FEIS/EIR.

Therefore, there are no new or increased significant adverse project-specific or cumulative impacts with regard to GHG emissions that are identified as a result of implementation of the Project. The Project and its implementation are consistent with the FEIS/EIR and, no new mitigation measures are required in relation to impacts to GHG emissions.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to climate change. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified.

<u>Mitigation/Monitoring Required</u>: No new impacts or substantially more severe impacts would result from implementation of the Project; therefore, no new or revised mitigation measures are required with regard to climate change. In addition, there are no mitigation measures contained in the City's MMRP for the Specific Plan FEIS/EIR with regard to GHG emissions. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented</u>: There are no new or revised mitigation measures for climate change, and no mitigation measures are contained in the City's MMRP for the Specific Plan/Reuse Plan FEIS/EIR with regard to climate change.

# VIII. HAZARDS AND HAZARDOUS MATERIALS - Responses to a-h:

The entire MCAS Tustin site was reviewed for hazardous materials prior to start of redevelopment activities. Federal regulations require the Navy to complete remediation of hazardous materials prior to conveyance of properties to other landowners. Portions of the Project site are presently undergoing remediation, and therefore remain under Navy ownership. These areas are available for limited used by the future owners (the City and SOCCCD) under a LIFOC agreement. They will not be conveyed to the future owners until the Navy determines that its remediation of hazards and hazardous materials in these areas have sufficiently progressed to the point that the property can safely be developed.

Implementation of the Project would not cause any direct impacts to hazards and hazardous materials. There are no new or increased significant adverse project-specific or cumulative impacts with regards to hazards and hazardous materials that are identified as a result of the adoption and implementation of the Project. There is no new information relative to hazards and hazardous materials that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts from hazards and hazardous materials.

The FEIS/EIR included a detailed discussion of the historic and then-current hazardous material use and hazardous waste generation within the Specific Plan area. The Navy is responsible for planning and executing environmental restoration programs in response to releases of hazardous substances for MCAS Tustin. The FEIS/EIR concluded that the implementation of the Specific Plan would not have a significant environmental impact from the hazardous wastes, substances, and materials on the property during construction or operation since the Navy would implement various remedial actions pursuant to the Compliance Programs that would remove, manage, or isolate potentially hazardous substances in soils and groundwater. As identified in the FEIS/EIR, the Project site is within the boundaries of the Airport Environs Land Use Plan (AELUP) and is subject to height restrictions. The Project does not propose changes to the 100-foot height limitation included in the Specific Plan. The Project site is not located in a wildland fire hazard area.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to hazards and hazardous materials. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified.

Mitigation/Monitoring Required: As identified in the FEIS/EIR, compliance with existing rules and regulations would avoid the creation of potential impacts. No mitigation is required.

Mitigation/Monitoring Not Being Implemented: There are no new or revised mitigation measures for hazards and hazardous materials, and no mitigation measures are contained in the City's 2013 MMRP for the Specific Plan/Reuse Plan FEIS/EIR with regard to hazards and hazardous materials.

## IX. HYDROLOGY AND WATER QUALITY - Responses to a-j:

The Project would not cause direct impact to hydrology and water quality. Any future development on the properties would be required to comply with the then-current Water Quality Management Plan (WQMP) requirements imposed by the Santa Ana Regional Water Quality Control Board. As concluded in the FEIS/EIR, preparation of a WQMP for future development projects on the Project sites in compliance with all applicable regulatory standards would reduce water quality impacts from development activities to a level of insignificance. The Project proposes no change to the drainage pattern and water management systems previously analyzed in the FEIS/EIR. The drainage pattern and water management systems in the Project sites vicinity would remain consistent with the Tustin Legacy Master Drainage Plan. The Project would not result in new or substantially more severe impacts to water quality than what was previously identified in the FEIS/EIR.

The Specific Plan considered the development of education-oriented and public services land uses on the Project site. Additionally, the Project does not include any change to setbacks or other development standards that impact drainage. There are no new or increased significant adverse project-specific or cumulative impacts with regard to hydrology/water quality that are identified as a result of the adoption and implementation of the Project. There is no new information relative to hydrology/water quality that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to hydrology/water quality.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to hydrology and water quality. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified.

Mitigation/Monitoring Required: Compliance with existing rules and regulations would reduce any potential impacts related to water quality and groundwater to a level of insignificance and no new mitigation is required. The mitigation measures applicable during implementation (i.e., construction) of the Project have been identified in the City's adopted MMRP. Mitigation Measures WQ-1, WQ-2, and WQ-4 establish requirements related to preparation of a Stormwater Pollution Prevention Plan, compliance with Waste Discharge Requirements, and preparation of a Water Quality Management Plan, respectively. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required for implementation of the Project. The Project would implement the relevant mitigation measures of the adopted MMRP.

<u>Mitigation/Monitoring Not Being Implemented:</u> Mitigation Measure WQ-3 requires others to participate in the RWQCB's Nitrogen and Selenium Management Program (NSMP) Working Group and contribute to funding and implementing the Working Plan. Because this mitigation

measure is the responsibility of others to implement, it does not fall within the responsibility of the Project to implement.

#### X. LAND USE AND PLANNING – response to a-c:

Implementation of the Project would not cause any direct impacts to land use and planning. There would be no change to building height restrictions, setbacks, signage, and other development standards, nor would there be any change to the maximum development potential on the ATEP Campus identified in the DA.

The Project would not physically divide any Specific Plan land use as no community exists in the area of the Project. Instead, the City's acquisition of the two properties would eliminate remnant SOCCCD ownership of parcels that are physically separated from the ATEP Campus and consolidate property ownership with the City. The Project would not conflict with the Specific Plan, or conflict with any habitat conservation plan or natural community conservation plan.

Future development of the Project sites would be subject to the use restrictions and development standards contained in the MCAS Tustin Specific Plan. The City is considering incorporating Site A into the future Community Park and has prepared feasibility and conceptual planning studies to assist in this consideration. When the City makes a determination on whether to incorporate Site A into the Community Park and considers approving a park design illustrating as such, the City will prepare the necessary CEQA documentation supporting such a decision.

There are no new or increased significant adverse project-specific or cumulative impacts with regard to land use and planning that are identified as a result of the adoption and implementation of the Project. There is no new information relative to land use and planning that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to land use planning.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to land use and planning. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR were certified.

<u>Mitigation/Monitoring Required</u>: The FEIS/EIR concludes that there would be no significant unavoidable land use impacts. The Project and its implementation do not result in new or increased land use impacts in comparison to those previously identified in the FEIS/EIR. The mitigation measures applicable to the Project were implemented following adoption of the MCAS Tustin Specific Plan. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required. The City would implement the relevant mitigation measures of

the adopted MMRP that are applicable to the Project. Mitigation Measures LU-2(m), (n), (o), (p), (q), (r), and (s) are addressed in Section XIII – Population and Housing.

<u>Mitigation/Monitoring Not Being Implemented:</u> Mitigation Measures LU-1 and LU-2 required the Cities of Tustin and Irvine respectively to amend their General Plans and zoning ordinances for the Tustin Legacy Project, and therefore are not within the responsibility of the Project. LU-2(a) requires that infrastructure construction be properly phased by the Cities of Tustin and Irvine, and therefore is not within the responsibility of the Project. Per the City's adopted MMRP, the SOCCCD recorded the necessary easements for the Property and Mitigation Measure LU-2(b) has been fulfilled.

Mitigation Measure LU-2(c), regarding funding construction of capital improvements, does not apply to the Project because the City is exempt from payment of infrastructure funding for the Community Park. Any future use that requires payment of infrastructure funding would be the responsibility of the constructing party. Measures LU-2(g) and (i) are not applicable because the Project site is not within the 100-year flood plain (see Federal Emergency Management Agency (FEMA) Map dated August 9, 2002), and thus these Mitigation Measures are not within the responsibility of the Project. Mitigation Measure LU-2(h), regarding obtaining regulatory agency approvals prior to construction of regional flood control facilities, is not within the responsibility of the Project because it only applies to the Tustin Legacy developer(s). Mitigation Measure LU-2(j), regarding local drainage systems, is not applicable because no subdivision maps are being recorded as part of the Project. Mitigation Measure LU-2(k), regarding the completion of drainage studies prior to grading for new development, is not applicable because the Project does not include any grading or construction activities. Mitigation Measure LU-2(1), regarding an agreement with the Orange County Flood Control District for fair-share contributions to flood control facilities, is not applicable because no subdivision maps are being recorded as part of its Project. Mitigation Measure LU-2(t) is not applicable because no school fees are required for the Project. Mitigation Measure LU-2(u) is not applicable because the Project does not require a contribution to park facilities. Mitigation Measure LU-2(v) is not applicable to projects within the City of Tustin, and therefore is not within the Project's responsibility to implement. Measure LU-2(w), regarding the creation of a landscape maintenance district, is applicable to the Tustin Legacy developer, and therefore, is not within the Project's responsibility to implement. Finally, Mitigation Measure LU-2(x) is not applicable to the Project because no subdivision map is proposed as part of the Project. the Project is not adjacent to the Barranca Channel, and the City will provide any necessary bikeways along Red Hill Avenue.

#### XI. MINERAL RESOURCES – responses a-b:

The Project would not cause new impacts to mineral resources that were not previously analyzed in the FEIS/EIR. There are no new or increased significant adverse project-specific or cumulative impacts with regard to mineral resources that are identified as a result of the adoption and implementation of the Project. There is no new information relative to mineral resources that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to mineral resources.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to mineral resources.

Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR were certified.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts would result from implementation of the Project; therefore, no new or revised mitigation measures are required for mineral resources. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

Mitigation/Monitoring Not Being Implemented: There are no new or revised mitigation measures for mineral resources, and no mitigation measures are contained in the MMRP for the FEIS/EIR with regard to mineral resources.

## XII. NOISE – response to a-f:

Implementation of the Project would not cause any substantial impacts to noise. The Project involves the disposition of two parcels from SOCCCD to the City. No changes in land uses, development standards or MCAS Tustin Specific Plan vehicle trip thresholds are proposed.

Future development on the Project sites would be required to comply with the applicable adopted mitigation measures and state and local noise regulations and standards, along with established engineering procedures and techniques relative to construction and operation. The Project site is not located within the 60 CNEL contour for airport operations. Therefore, implementation of the Project would not involve the development of any noise-sensitive land uses susceptible to excessive noise related aircraft operations within the 60 CNEL.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to noise. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR were certified as complete.

<u>Mitigation/Monitoring Required:</u> The FEIS/EIR concludes that with implementation of identified mitigation measures, there would be no significant impacts related to noise. The Project does not increase the severity of the noise impacts previously identified in the FEIS/EIR. Therefore, no refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required. Mitigation Measure N-3 would apply to the Project during construction. Mitigation

Measure N-4 would apply to the City in relation to noise studies adjacent to Warner and Harvard Avenues.

<u>Mitigation/Monitoring Not Being Implemented:</u> Mitigation Measure N-1 is not applicable to the Project, as no residential buildings are being reused as part of the Project. Mitigation Measure N-2, regarding noise studies on surrounding properties during design of the intersection at Tustin Ranch Road at Edinger Avenue, have been completed by the City of Tustin.

# XIII. POPULATION & HOUSING – responses a-c:

Implementation of the Project would have no impacts to population and housing. The Project involves the disposition of two parcels from SOCCCD to the City. No new housing or businesses are proposed and no housing exists on the Project sites. The Project us consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to population and housing.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to population and housing. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts would result from implementation of the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for population and housing. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to population and housing. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented:</u> There are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to population and housing. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

#### XIV. PUBLIC SERVICES – response to a):

Implementation of the Project would not cause any significant impacts to public services. The Project involves the disposition of two parcels from SOCCCD to the City. No development is proposed as part of the project; therefore, the Project would not result in no new or increased significant adverse project-specific or cumulative impacts with regard to public services and facilities. There is no new information relative to public services and facilities that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to public services and facilities.

Evaluation of Environmental Impacts
Disposition of two SOCCCD parcels to the City of Tustin
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#### Fire Protection

Fire protection for the Project site was discussed and analyzed in the FEIS/EIR. The Project results in no changes to that previous analysis as the Project would not create new demand for fire protection services and no increased or new environmental effects on the environment from those previously analyzed in the FEIS/EIR.

Any future development on the Project site would be required to comply with existing OCFA regulations regarding construction materials and methods, emergency access, water mains, fire flow, fire hydrants, sprinkler systems, building setbacks, and other relevant regulations. Adherence to these regulations would reduce the risk of uncontrollable fire and increase the ability to efficiently provide fire protection services to the Site. No new or expanded facilities were identified as being required and therefore no physical impacts were identified.

#### Police Protection

Police protection for the Project site was discussed and analyzed in the FEIS/EIR. The Project results in no changes to that previous analysis, and no increased demand for police protection services or new environmental effects on the environment from those previously analyzed in the FEIS/EIR.

#### Schools

The Project does not include any residential development. Therefore, the Project does not generate K-12 students and there is no impact to schools. Neither the City nor the SOCCCD would be required to pay school development fees consistent with Senate Bill (SB) 50 of 1998.

#### Parks

The Project does not include any new park development. PA 2, located north of Valencia Avenue and the ATEP campus, is identified in the Specific Plan as a "Community Park." The City has prepared feasibility and planning studies that evaluate incorporating Site A into the Community Park; however, such plans are conceptual and not being considered for approval with the Project.

#### Other Public Facilities

The FEIS/EIR concluded that public facilities would be provided according to a phasing plan to meet projected needs as development of the Specific Plan proceeded. The Project would not increase the demand more than what was already analyzed in the previously certified FEIS/EIR.

<u>Mitigation/Monitoring Required</u>: The FEIS/EIR concluded that there would be no significant unavoidable impacts related to public services. The Project and its implementation would not result in any new or increased impacts to public services beyond those identified in the FEIS/EIR. Therefore, no new mitigation measures are required. Because the Project does not involve any development on the Project site, no mitigation measures related to public services apply to the Project.

Mitigation/Monitoring Not Being Implemented: Mitigation Measure LU-2(t) regarding the payment of school fees is not applicable to the Project, and therefore is not within the responsibility of the Project. Mitigation Measures LU-2(u) and (v) regarding the contribution of park facilities are also not applicable to the Project, and are therefore not within the responsibility of the Project. Mitigation Measure LU-2(w) regarding the creation of a landscape maintenance district is the responsibility of the Tustin Legacy master developer, and therefore is not within the responsibility of the Project. Mitigation Measure LU-2(x) regarding agreements with the County of Orange

Harbors and Beaches and the City of Tustin for trail improvements are not applicable to the Project, and are therefore not within the responsibility of the Project.

#### **XV. RECREATION** – response to a-b:

The Project would not result in a change in uses or development that would result in increased use of existing parks or recreational facilities. There are no new or increased significant adverse project-specific or cumulative impacts with regard to recreation that are identified as a result of the adoption and implementation of the Project. There is no new information relative to recreation that was not in existence at the time the FEIS/EIR was prepared and no new mitigation measures are required in relation to impacts to recreation.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to recreation. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts would result from the implementation of the Project; therefore, no new or revised mitigation measures are required for recreation. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to recreation or recreational facilities. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented</u>: There are no new or revised mitigation measures for recreation or recreational facilities, and there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to recreation or recreational facilities.

#### XV. TRANSPORTATION/TRAFFIC – responses a-f:

The Project involves the disposition of two properties from SOCCCD to the City and would not result in a change in uses or development patterns that would conflict with an applicable plan, ordinance, policy, or program, increased traffic or hazards, or inadequate emergency access. Any development on the project sites would be subject to applicable MCAS Tustin Specific Plan development standards and vehicle trip thresholds. There are no new or increased significant adverse project-specific or cumulative impacts with regard to transportation and traffic that are identified as a result of the adoption and implementation of the Project. There is no new information relative to transportation and traffic that was not in existence at the time the FEIS/EIR was prepared and no new mitigation measures are required in relation to impacts to transportation and traffic.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to transportation and

traffic. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts would result from the implementation of the Project; therefore, no new or revised mitigation measures are required for transportation and traffic. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to transportation and traffic. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented</u>: There are no new or revised mitigation measures for transportation and traffic, and there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to transportation and traffic.

#### XVI. UTILITIES AND SERVICE SYSTEMS – response a-g:

The Project would not result in any changes to the utilities plan presented in the Specific Plan. Any demolition, removal, replacement, and connection with new underground utilities and service systems in the adjoining streets would occur as previously analyzed in the FEIS/EIR. The Project involves the disposition of two parcels from SOCCCD to the City—no changes to land uses or maximum potential development is proposed; therefore, there are no new or increased significant adverse project-specific or cumulative impacts with regard to utilities and service systems that are identified as a result of the adoption and implementation of the Project. There is no new information relative to utilities and service systems that was not in existence at the time the FEIS/EIR was prepared and no new mitigation measures are required in relation to impacts to utilities and service systems.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to utilities and service systems. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts would result from the implementation of the Project; therefore, no new or revised mitigation measures are required for utilities and service systems. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to utilities and service systems. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented</u>: There are no new or revised mitigation measures for utilities and service systems, and there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to utilities and service systems.

#### XVII. MANDATORY FINDINGS OF SIGNIFICANCE – responses to a-c:

The FEIS/EIR previously considered all environmental impacts associated with the implementation of the Specific Plan, including mandatory findings of significance associated with the implementation of the Project. The Project would not expand the area of development and would not impact any natural habitats or other areas inhabited by sensitive species. The Project would not change the maximum development potential or change the allowed the land uses evaluated in the FEIS/EIR. The Project would not cause unmitigated environmental effects that were not already examined in the FEIS/EIR. There are no new mitigation measures required and there are no new significant adverse project-specific or cumulative impacts in any environmental areas that were identified, nor would any project-specific or cumulative impacts in any environmental areas be made worse as a result of the Project. All feasible mitigation measures identified in the FEIS/EIR would be incorporated into subsequent actions that the City commits to fully implementing. Therefore, the Project does not create any impacts that have not previously been addressed by the FEIS/EIR.

Further, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent EIR to evaluate Project impacts or mitigation measures with regard to environmental impacts. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified.

Mitigation/Monitoring Required: No new impacts or substantially more severe impacts would result from the Project; therefore, no new or revised mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented</u>: There are no new or revised mitigation measures for mandatory findings of significance and no mitigation measures are contained in the MMRP with regard to mandatory findings of significance.

#### **CONCLUSION**

The above analysis concludes that all of the proposed Project's effects were previously examined in the FEIS/EIR for MCAS Tustin, that no new effects would occur, that no substantial increase in the severity of previously identified significant effects would occur, that no new mitigation measures would be required, that no applicable mitigation measures previously not found to be feasible would in fact be feasible, and that there are no new mitigation measures or alternatives applicable to the project that would substantially reduce effects of the project that have not been considered and adopted. A Mitigation and Monitoring and Reporting Program and Findings of

Overriding Considerations were adopted for the FEIS/EIR and shall apply to the proposed project. as applicable.

#### SOURCES

City of Tustin, Revised February 2013. 2013 Revised Mitigation Monitoring and Status Report for Final Joint Environmental Impact Statement/Environmental Impact Report For the Disposal and Reuse of MCAS Tustin.

City of Tustin, Reuse Plan adopted October 31, 1996, amended September 8, 1998, Specific Plan adopted by City Council Ordinance No. 1257 on February 3, 2003, and Specific Plan Amendment Adopted by City Council Ordinance No. 1311 on April 17, 2006. MCAS Tustin Specific Plan/Reuse Plan.

City of Tustin General Plan

City of Tustin Resolutions (including environmental checklists) regarding Tustin Legacy: 00-90; 04-32; 04-73; 04-74; 04-76; 04-77; 05-28; 05-35; 05-37; 05-38; 05-40; 05-71; 05-75; 05-76; 05-77; 05-78; 06-42; 06-43; 07-92; 08-09; 08-18; 08-38; 08-39; 08-42; 08-53; 13-32.

City of Tustin, September 6, 2011. Environmental Analysis Checklist for Specific Plan Amendment (SPA) 11-003, Minor Text Amendments.

RGP Planning & Development Services, November 2008. South Orange County Community College District ATEP Advanced Technology & Education Park Long-Range Academic Plan and Facilities Plan, as amended by the October and November 2008 Erratas (LRP).

RGP Planning & Development Services, November 2008. South Orange County Community College District ATEP Advanced Technology & Education Park Long-Range Academic Plan, as amended by the October 2008 Errata (LRAP).

RGP Planning & Development Services, July 2008. CEOA Addendum/Initial Study for Advanced Technology Education Park (ATEP) Long Range Academic and Facilities Plan (LRP).

RGP Planning & Development Services, October 2008. CEOA Addendum/Initial Study and Appendices errata for Advanced Technology Education Park (ATEP) Long Range Academic and Facilities Plan (LRP).

South Orange County Community College District, April 22, 2004. "Agreement Between the City of Tustin and The South Orange County Community College District For Conveyance of a Portion of MCAS, Tustin and The Establishment of an Advanced Technology Educational Campus" (the "District Conveyance Agreement").

South Orange County Community College District, November 2008. Resolution 08-35 Adopting the Addendum as Amended by the Errata dated November 2008 to the Final Environmental Impact Statement/Environment Impact Report for the Disposal and Reuse of the MCAS Tustin and the MCAS Tustin Specific Plan/Reuse Plan dated October 1996, as Amended by the Errata dated September 1998 pursuant to the California Environmental Quality Act for the Project, the Long-Range Academic and Facilities Plan dated June 2008 and as Amended by the Errata dated

October 2008 and the Errata dated November 2008, and the Long-Range Academic Plan dated June 2008 and as Amended by the Errata dated October 2008.

South Orange County Community College District, March 2009. ATEP Phase 3A Concept Plan.

State of California, California Code of Regulations

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.2 DATE: 06/23/14

**TO:** Board of Trustees

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

RE: ATEP: Resolution No. 14-19: Resolution of the Board of Trustees of

the South Orange County Community College District ("SOCCCD") Approving the Agreement for SOCCCD to Relinquish its Right to Acquire Fee Title to the Valencia Parcel and Transfer of the Strip Parcel to the City of Tustin, and Associated Revisions to the Development Agreement and Restated Conveyance Agreement, and Related Agreements and Authorizing the Chancellor or Designee to

Approve and Implement the Agreements.

**ACTION:** Approval

#### **BACKGROUND**

Pursuant to the Land Exchange Agreement between SOCCCD and the City of Tustin dated May 22, 2013, as amended, the City and SOCCCD agreed to a further negotiation concerning the City's acquisition of an approximately four and 53/100 (4.53) acre parcel located north of Valencia Avenue (the "Valencia Parcel") that the City was interested in acquiring to accommodate a future park. The Valencia Parcel is currently leased by the Navy to the City pursuant to the Lease in Furtherance of Conveyance ("LIFOC") between the Navy and the City, and subleased by the City to SOCCCD pursuant to a sublease. SOCCCD has the right to acquire fee title to the Valencia Parcel pursuant to the Development Agreement and Restated Conveyance Agreement dated May 22, 2013 and recorded in the Official Records of Orange County, California on May 23, 2013, as Instrument No. 2013000312295. The Valencia Parcel is separated by a major street from the main ATEP campus, and would present challenges to developing the property, particularly relating to pedestrian integration and travel.

In connection with the Valencia Parcel, the City and SOCCCD also negotiated a transfer of an approximately 57/100 (0.57) acre strip of land located at the southeast corner of the intersection of Red Hill Avenue and Valencia Avenue (the "Strip Parcel"). The District owns fee title to the Strip Parcel. The Strip Parcel is isolated from the main ATEP Campus and is adjacent to transitional housing operated by the Orange County Rescue Mission. It has very little development potential because of its small size, configuration, location and the City's landscaping requirements for this corner.

In order to comply with a requirement imposed by the City as a condition to its approval of Concept Plan 3A, SOCCCD entered into with the City an agreement dated May 22, 2013 (the "McCain Smith Agreement"), which provided for the construction of a road to be located north of Valencia Avenue and south of the City's park site ("McCain Smith Road") and for the sharing of the cost of the design and construction of McCain Smith Road between City and SOCCCD. As a result of the City and SOCCCD's agreement on the Valencia Parcel, the McCain Smith Agreement will be terminated because after the conveyance to the City of the

Valencia Parcel, SOCCCD will no longer own any land abutting McCain-Smith Road. SOCCCD will have no responsibility for paying any portion of the cost of the design and construction of McCain Smith Road.

In order to use the property acquired from the Navy as soon as feasible for educational purposes and to provide educational opportunities to students, SOCCCD has built certain facilities, including buildings and an adjacent parking lot at the northwest corner of Valencia Avenue and Lansdowne Road to serve as a temporary campus (the "Temporary Campus"). The Temporary Campus was conveyed to the City pursuant to the Agreement for the Exchange of Real Property between the City and SOCCCD dated, May 22, 2013 (as amended, the "City-District Exchange Agreement"). The City agreed, however, to lease the Temporary Campus back to SOCCCD pursuant to a lease ("Interim Lease") dated August 8, 2013, by which SOCCCD leased back the Temporary Campus from the City for three (3) years at One Dollar (\$1.00) per year. During the negotiations concerning the Valencia Parcel, the City agreed to enter into an amendment to the Interim Lease (the "Interim Lease Amendment") to extend the term for an additional twelve (12) months (until August 30, 2017) for One Dollar (\$1) per year, with an option by SOCCCD to further extend for an additional 6 months.

The agreement between SOCCCD and City is summarized below.

#### Monetary Compensation

The consideration to SOCCCD for consummating the transactions described in the Valencia Parcel Agreement (as defined below) is One Million Dollars (\$1,000,000). The consideration will be paid as follows: (1) City will receive a \$500,000 credit for the Valencia Parcel pursuant to the Land Exchange Agreement; and, (2) at closing, City will pay SOCCCD Five Hundred Thousand Dollars (\$500,000) in immediately available funds.

#### Amendment to the Development Agreement and Restated Conveyance Agreement

To implement the City and SOCCCD's agreement on the Valencia Parcel and Strip Parcel, the City and SOCCCD will execute the Agreement Concerning Valencia Parcel (the "Valencia Parcel Agreement"), the Sublease will be amended to delete the Valencia Parcel, SOCCCD will convey to the City by quitclaim deed the Strip Parcel, SOCCCD will relinquish its right to acquire fee title to the Valencia Parcel, an amendment (the "Development Agreement Amendment") to the Development Agreement and Restated Conveyance Agreement to remove the Parcels from the property covered by the Development Agreement will be executed, the McCain Smith Agreement will be terminated and the Interim Lease Amendment will be entered into. Neither the square footage of development permitted by the Development Agreement and Restated Conveyance Agreement and Amendment, nor the number of vehicle trips assigned to the ATEP Property will be affected by the deletion of the Parcels from the Development Agreement and Restated Conveyance

Agreement (i.e., the District's right to develop the remainder the ATEP Property with the number of square feet authorized under the Development Agreement and Restated Conveyance Agreement will be unaffected by the Development Agreement Amendment).

#### Amendments to the Existing Temporary Campus Lease

At the closing, the Interim Lease will be amended (the "Interim Lease Amendment") to extend the term of the Interim Lease for an additional twelve (12) months (until August 30, 2017) for One Dollar (\$1) per year, with an option by SOCCCD to further extend for an additional six (6) months.

#### Termination of the McCain Agreement

At the closing, the McCain Agreement will be terminated, and SOCCCD will have no responsibility for paying any portion of the cost of the design and construction of McCain Smith Road.

# <u>Declaration of Covenants, Conditions and Restrictions Imposing Use Restriction For the Valencia and Strip Parcels</u>

At the closing, pursuant to the Valencia Parcel Agreement, the City and SOCCCD will execute and record a Declaration of Covenants, Conditions and Restrictions Imposing Use Restriction against the Valencia Parcel (the "Valencia Parcel CC&Rs"), for the benefit of the ATEP Property held by SOCCCD. Pursuant to the Valencia Parcel CC&Rs, the Valencia Parcel can only be used for the following purposes: (a) the following permitted uses identified in the Tustin Legacy Specific Plan/Reuse Plan: (i) ball fields, courts, playgrounds and other recreation facilities; (ii) public park; and (iii) sports field lighting; and (b) the following accessory uses when associated with a permitted use: (i) maintenance facilities and structures; (ii) support commercial concessions; (iii) gazebos; and (iv) parking. The Valencia Parcel CC&Rs will run with the land and bind the Valencia Parcel.

At the closing, pursuant to the Valencia Parcel Agreement, the City and SOCCCD will execute and record a Declaration of Covenants, Conditions and Restrictions Imposing Use Restriction against the Strip Parcel (the "Strip Parcel CC&Rs"), for the benefit of the ATEP Property. Pursuant to the Strip Parcel CC&Rs, the Strip Parcel can only be used for the following purposes: (a) landscaping and open space; (b) any uses that are currently permitted or conditionally permitted by the Specific Plan/Reuse Plan for the adjacent parcel that is owned by the Orange County Rescue Mission, including transitional housing and medical clinics; or (c) accessory uses and structures that are associated with any of the foregoing. The Strip Parcel CC&Rs will run with the land and bind the Strip Parcel.

#### **Future Parking Negotiations**

If the City determines in its reasonable discretion after completion of the parking facilities at the proposed park that there is available parking on the Valencia Parcel or on adjacent parcels, then City and SOCCCD will negotiate in good faith an agreement that would enable SOCCCD or its lessees to use the parking facilities.

#### **STATUS**

On June 17, 2014, the City Council, approved the Valencia Parcel Agreement including conducting the first reading of the ordinance for the Development Agreement Amendment. The Tustin City Council is expected to conduct the second reading of the ordinance for the Development Agreement Amendment on July 1, 2014. If the SOCCCD Board of Trustees approves the Valencia Parcel Agreement, the Development Agreement Amendment, the Termination of the McCain-Smith Agreement and the Interim Lease Amendment (collectively, the "Agreements"), the Chancellor or his designee and the City of Tustin City Manager would approve the Agreements, open escrow to transfer the properties, and take other actions necessary consummate the transaction set forth in the Agreements.

Legal counsel has reviewed and approved the documents to form.

SOCCCD staff recommends approval of such agreements because they continue to aid in the implementation of the previously approved Specific Plan/Reuse Plan by rationalizing property boundaries and creating a unified land area for ATEP that is easier and less costly to develop for the District.

#### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 14-19 (EXHIBIT A), entitled "Resolution of the Board of Trustees of the South Orange County Community College District ("SOCCCD") Approving the Agreement for SOCCCD to Relinquish its Right to Acquire Fee Title to the Valencia Parcel and Transfer of the Strip Parcel to the City of Tustin, and Associated Revisions to the Development Agreement and Restated Conveyance Agreement, and Related Agreements and Authorizing the Chancellor or Designee to Approve and Implement the Agreements" and to approve the agreements and authorize the Chancellor or designee to sign and execute the agreements and make necessary changes to consummate the transactions contemplated by the agreements.

#### **RESOLUTION NO. 14-19**

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
("SOCCCD") APPROVING THE AGREEMENT FOR SOCCCD TO RELINQUISH ITS
RIGHT TO ACQUIRE FEE TITLE TO THE VALENCIA PARCEL AND TRANSFER
OF THE STRIP PARCEL TO THE CITY OF TUSTIN, AND ASSOCIATED REVISIONS
TO THE DEVELOPMENT AGREEMENT AND RESTATED CONVEYANCE
AGREEMENT, AND RELATED AGREEMENTS AND AUTHORIZING THE
CHANCELLOR OR DESIGNEE TO APPROVE AND IMPLEMENT THE
AGREEMENTS

#### 1. **RECITALS.**

WHEREAS, the City of Tustin ("City") and United States Department of Navy ("Navy") completed a joint planning document for reuse of the former Marine Corps Air Station ("MCAS Tustin") called the "MCAS Tustin Specific Plan/Reuse Plan" dated October 1996, as amended by the Errata dated September 1998. The Reuse Plan is a part of the MCAS Tustin Specific Plan/Reuse Plan and consists of Chapters 1, 2 (excluding 2.17) and 5 of the MCAS Tustin Specific Plan/Reuse Plan; and,

WHEREAS, the District reviewed drafts of the MCAS Tustin Reuse Plan, and other related and supporting documents, participated in the formulation of such documents, provided comments, and otherwise fully participated in the process that culminated in the certification of the environmental documents and the adoption and approval of the MCAS Tustin Reuse Plan; and

WHEREAS, in May 2002, the Navy agreed to convey 1,153 acres of MCAS Tustin to the City by federal deeds as an economic development conveyance ("EDC") under the terms of the Agreement Between The United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin as amended (as so amended, the "Federal Conveyance Agreement"); and,

**WHEREAS,** pursuant to the Federal Conveyance Agreement, a portion of the MCAS Tustin was conveyed by federal deeds from the Navy to the City on May 13, 2002; and,

**WHEREAS,** a portion of MCAS Tustin is leased to the City by the Navy under the Lease In Furtherance of Conveyance Between the United States of America and The City of Tustin, California For Portions of the Former Marine Corps Air Station Tustin ("**LIFOC**") dated May 10, 2002; and,

WHEREAS, the City approved and adopted the Specific Plan/Reuse Plan for MCAS Tustin on February 3, 2003, by Ordinance No. 1257, and subsequently amended it on March 1, 2005, by Ordinance Nos. 1294 and 1295; on March 7, 2005, by Ordinance No. 1297; on June 5, 2005, by Ordinance No. 1299; on April 17, 2006, by Ordinance No. 1311, on June 5, 2007 by Ordinance No. 1335, on March 16, 2010 by Ordinance No. 1379, on October 18, 2011 by Ordinance No. 1406 ("County Exchange Amendment"), on April 3, 2012 by Ordinance No. 1413, on March 5, 2013 by Ordinance No. 1426, and on May 21, 2013 by Ordinance No. 1432 (the Specific Plan and Reuse Plan as amended by all of such amendments to the Specific Plan and Reuse Plan is referred to herein collectively as the "Specific Plan/Reuse Plan"); and,

WHEREAS, the District was entitled under Section 4.1.3 of the Federal Conveyance Agreement to sixty-eight and 37/100 (68.37) acres of real property ("Property") known in the Federal Conveyance Agreement as Parcel 1 (less the twenty-two acre portion set aside for Rancho Santiago Community College District, "RSCCD") and the northern portion of Parcel 19 at the former MCAS Tustin in the City; and,

**WHEREAS,** the City and District entered into the "Agreement Between the City of Tustin and the South Orange County Community College District for the Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Education Campus," dated April 22, 2004 (the "City Conveyance Agreement"); and,

WHEREAS, the City, acting in its capacity as the Local Redevelopment Authority ("LRA") for the disposition and conveyance of portions of the former MCAS Tustin, conveyed fee title to thirty-seven and 66/100 (37.66) acres of the Property and related personal property to the District by the "Quitclaim Deed and Environmental Restriction Pursuant to Civil Code section 1471" dated April 22, 2004, ("City Quitclaim Deed") and the "Bill of Sale For Former Military Personal Property Located at the Former Marine Corps Air Station, Tustin" ("Bill of Sale") dated April 22, 2004; and,

WHEREAS, pursuant to the "Sublease Between the City of Tustin and the South Orange County Community College District for a Portion of MCAS Tustin" dated April 29, 2004 ("Sublease"), the City subleased the remaining thirty and 71/100 (30.71) acres of the Property to the District and, pursuant to the City Conveyance Agreement, will convey fee title to such remaining portion when the Navy conveys fee title to such portion of the Property to the City; and,

WHEREAS, in order to use the Property as soon as feasible for educational purposes and to provide educational opportunities to students, the District previously built certain facilities, including buildings and an adjacent parking lot at the northwest corner of Valencia Avenue and Lansdowne Road on the Property to serve as a temporary campus (the "Temporary Campus"); and,

**WHEREAS,** on March 24, 2008, the District adopted the Short-Range Academic and Facilities Plan ("**Short-Range Plan**") as contemplated in section 4.3.1 of the City Conveyance Agreement; and,

**WHEREAS,** on November 12, 2008, the District adopted the Long-Range Academic and Facilities Plan ("**LRP**") Project as contemplated in Section 4.3.1 of the Conveyance Agreement and the Long Range Academic Plan ("**LRAP**") by Resolution No. 08-35; and,

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

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

WHEREAS, on October 18, 2011, the City approved the County Exchange Amendment for the purpose of implementing that certain Agreement for the Exchange of Real Property between the County of Orange and District dated February 7, 2012 (as amended, the "County Exchange Agreement"); and,

**WHEREAS,** on December 5, 2011, the District approved Resolution No. 11-39 the County Exchange Agreement; and,

WHEREAS, the City and District negotiated final terms and conditions of an agreement ("City-District Exchange Agreement") which provided for: (1) an exchange of approximately twenty-two (22) acres of property between the City and District, including the District's acquisition of the City's day-care site and the City's acquisition of the Temporary Campus; (2) a shared dedication of the Bell Avenue right of way, (3) a General Plan Amendment identified as 2013-001; (4) a Specific Plan Amendment identified as 2013-002; (5) a development agreement ("Development Agreement and Restated Conveyance Agreement") that includes (i) an amendment and restatement of the City Conveyance Agreement, (ii) the vesting of the entitlements for the Property held by the District as reconfigured by the land exchange ("Reconfigured Property"), (iii) an expansion of the permitted uses to include commercial and office uses, and (iv) provisions to increase building square footage and necessary vehicle trips; (6) an infrastructure construction and payment agreement for Bell Avenue ("Bell Avenue Agreement"); (7) an infrastructure construction and payment agreement for McCain Smith Road ("McCain Smith Agreement") and (8) a lease ("Interim Lease") dated August 8, 2013, by which the District leased back the Temporary Campus from the City for three (3) years at One Dollar (\$1.00) per year; and,

**WHEREAS**, the City-District Exchange Agreement was amended by Amendment No. 1 dated June 19, 2013, to specify an outside date of August 9, 2013, for the close of escrow to occur; and,

**WHEREAS**, on May 13, 2013, the City Council approved the City-District Exchange Agreement and related agreements and conducted a first reading of the ordinances for General Plan Amendment No. 2013-001, Specific Plan Amendment No. 2013-002 and the Development Agreement and Restated Conveyance Agreement; and,

**WHEREAS**, on May 20, 2013, the District Board of Trustees approved the City-District Exchange Agreement, the related agreements and Specific Plan Amendment No. 2013-002; and,

**WHEREAS,** on May 21, 2013, the City Council conducted a second reading of the ordinances for Specific Plan Amendment 2013-002 and the Development Agreement and Restated Conveyance Agreement; and,

**WHEREAS**, General Plan Amendment No. 2013-001 added an extension of Bell Avenue to the City's circulation plan, and adopted a new floor area ratio to be permitted by the Specific Plan/Reuse Plan in the Reconfigured Property from 0.38:1 and 0.59:1; and,

WHEREAS, Specific Plan Amendment 2013-002 added three new sub-planning areas and boundary modifications, incorporated Bell Avenue, expanded permitted uses to include the allowance of up to forty-nine percent (49%) of the total square footage to be devoted to commercial and office uses, increased allowable building square footage depending upon the uses and corresponding availability of vehicle trips, increased the number of overall average daily trips ("ADT") available and eliminated the need for the District to submit further Concept Plans; and,

**WHEREAS**, on August 8, 2013, the City and the District consummated the transactions provided for in the City-District Exchange Agreement whereby the following land exchanges

took place: (1) the District conveyed to the City (i) a six and 8/10 (6.8) acre parcel adjacent to the future Warner Avenue that was previously improved with a helicopter hanger and office building, (ii) two (2) parcels comprising a total of three and 98/100 (3.98) acres located north of Valencia Avenue where the Temporary Campus and associated parking are located, (2) the City conveyed to the District (i) a two and 37/100 (2.37) acre parcel adjacent to the parcel that the District will ultimately acquire in its land exchange with the County of Orange, and (ii) two parcels nine (9) acres in size located adjacent to Red Hill, (3) both the City and District shared dedication of the Bell Avenue right-of-way, which will extend from Red Hill Avenue across the ATEP property to Armstrong Avenue and (4) the District and the City entered into the Interim Lease; and,

WHEREAS, the Development Agreement and Restated Conveyance Agreement included the following provisions: (1) the vesting of the District's land use entitlements for the Reconfigured Property, (2) the freezing of the City's land use ordinances as of the Effective Date (as defined therein) of the Development Agreement and Restated Conveyance Agreement, (3) the establishment of two categories of uses on the Reconfigured Property, consisting of (i) Land Use Category 1 comprised of educational uses usually found on any college campus, of which up to ten percent (10%) of the building area may be used for supportive uses such as minor retail, post office, and administrative offices and (ii) Land Use Category 2 uses comprised of noneducational, income-producing uses including private sector uses, (3) a requirement that ultimately, at least fifty-one percent (51%) of the building area must be devoted to Land Use Category 1 uses, (4) the phasing in of Land Use Category 1 and 2 uses at a different ratio allowing a higher ratio of office and commercial building area in the early phases, (5) the guarantee of 10,470 ADT's for the ATEP Campus subject to the District's making its agreed upon contribution to the costs of constructing Bell Avenue, (6) an increase in the gross square footage of building area that can be constructed at the ATEP Campus from 893,851 square feet of all Category 1 uses (FAR of 0.30) to between 1,087,960 square feet if all Category 2 uses are maximized (FAR of 0.38) and 1,710,180 square feet if only Category 1 uses are constructed (FAR of 0.59), with the ultimate square footage depending upon the trip generation rates for each proposed uses and limited by the maximum 10,470 ADT's for the ATEP Campus, (7) the exemption of Category 1 uses, but not Category 2 uses, from any requirement to pay fees to the City's Tustin Legacy Backbone Infrastructure Program and (8) an expiration date of April of 2034 unless extended; and,

WHEREAS, in order to comply with a requirement imposed by the City as a condition to its approval of Concept Plan 3A, the District entered into with the City the McCain Smith Agreement which provided for the construction of a road to be located north of Valencia Avenue and south of the City's park site ("McCain Smith Road") and for the sharing of the cost of the design and construction of McCain Smith Road between City and SOCCCD; and,

WHEREAS, in the City-District Exchange Agreement, the City and District agreed to a further negotiation of concerning the acquisition by the City from the District of an approximately four and 53/100 (4.53) acre parcel located north of Valencia Avenue (the "Valencia Parcel") which the City was interested in acquiring to accommodate a future park; and

WHEREAS, SOCCCD has the right ultimately to acquire fee title to the Valencia Parcel pursuant to the Development Agreement and Restated Conveyance Agreement but currently the Valencia Parcel is leased by the Navy to the City pursuant to the LIFOC and subleased by the City to SOCCCD pursuant to the Sublease; and

**WHEREAS**, the District owns in fee an approximately 57/100 (0.57) acre strip of land located at the southeast corner of the intersection of Red Hill Avenue and Valencia Avenue (the "**Strip Parcel**") (The Valencia Parcel and the Strip Parcel are sometimes collectively referred to herein as the "**Parcels**"); and

WHEREAS, the City and District, in connection with the negotiations for the City to acquire the Valencia Parcel, also agreed that (1) the District will convey the Strip Parcel to the City, (2) the McCain Smith Agreement will be terminated because, upon the conveyance of the Valencia Parcel to the City, the District will not own any land abutting McCain-Smith Road; and,

WHEREAS, in order to implement the City and District's agreement on the Valencia Parcel and Strip Parcel, (1) the City and District will execute that certain Agreement Concerning Valencia Parcel (the "Valencia Parcel Agreement"), (2) the Sublease will be amended to delete the Valencia Parcel, (3) SOCCCD will convey to the City by quitclaim deed the Strip Parcel, (4) SOCCCD will relinquish its right to acquire fee title to the Valencia Parcel, (5) an amendment to the Development Agreement and Restated Conveyance Agreement to remove the Parcels from the definition of "SOCCCD Property" will be executed, (6) the McCain Smith Agreement will be terminated and (7) the Interim Lease will be amended to extend the term for an 12 months (until August 30, 2017) for \$1 per year, with an option by SOCCCD to further extend for an additional 6 months; and

WHEREAS, collectively these agreements and implementation activities constitute a "Project" under the California Environmental Quality Act ("CEQA"); and,

WHEREAS, the Project is consistent with the General Plan and Specific Plan/Reuse Plan, and the Development Agreement and Restated Conveyance Agreement as amended; and,

**WHEREAS**, the City's Planning Commission on May 27, 2014 recommended approval of the Project to the City Council; and,

**WHEREAS**, the Tustin City Council on June 17, 2014, approved the Project including the approval of the Valencia Parcel Agreement and the conduct of a first reading of the ordinance for the amendment to the Development Agreement and Restated Conveyance Agreement; and,

**WHEREAS**, the City Council is expected to conduct the second reading of the ordinance for the amendment to the Development Agreement and Restated Conveyance Agreement on July 1, 2014; and,

**WHEREAS**, as provided by California Education Code section 70902, the District is statutorily responsible for establishing policies for, and approval of, courses of instruction and educational programs at the ATEP Campus Property; and,

**WHEREAS**, the District has used reasonable efforts to plan, develop, maintain and use the ATEP Campus Property solely and continuously as an ATEP Campus consistent with the Development Agreement and Restated Conveyance Agreement.

#### 2. THE PROJECT.

- **A.** The Project involves two parcels of land:
  - 1. The Valencia Parcel is an approximately four and 53/100 (4.53) acre parcel located north of Valencia Avenue. The Valencia Parcel is currently leased by the Navy to the City pursuant to the LIFOC, and subleased by the City to SOCCCD pursuant to the Sublease. SOCCCD has the right to acquire fee title to the Valencia Parcel pursuant to the Development Agreement and Restated Conveyance Agreement.
  - 2. The Strip Parcel is an approximately 57/100 (0.57) acre strip of land located at the southeast corner of the intersection of Red Hill Avenue and Valencia Avenue. SOCCCD currently owns fee title to the Strip Parcel.
- **B.** The consideration to SOCCCD for entering in the Valencia Parcel Agreement is \$1,000,000. The consideration will be paid as follows: (a) City will receive a \$500,000 credit for the Valencia Parcel pursuant to the City-District Land Exchange Agreement; and, (b) at closing, City will pay SOCCCD \$500,000 in immediately available funds.
- C. City and SOCCCD will execute and record an amendment ("Development Agreement Amendment") to the Development Agreement dated May 22, 2013 concerning ATEP. Pursuant to the Development Agreement Amendment, (a) SOCCCD will relinquish its right to acquire fee title to the Valencia Parcel and (b) the Parcels will be removed from the definition of "SOCCCD Property" (i.e., the Parcels will no longer be subject to the Development Agreement and Restated Conveyance Agreement). Neither the square footage of development permitted by the Development Agreement and Restated Conveyance Agreement and Amendment, nor the number of vehicle trips assigned to the ATEP Campus Property will be affected by the deletion of the Parcels from the Development Agreement and Restated Conveyance Agreement (i.e., SOCCCD's right to develop the Reconfigured Property with the number of square feet authorized under the Development Agreement and Restated Conveyance Agreement will be unaffected by the Amendment).
- **D.** At the closing, the Interim Lease will be amended (the "Interim Lease Amendment") to extend the term of the Interim Lease for an additional twelve (12) months (until August 30, 2017) for One Dollar (\$1) per year, with an option to SOCCCD to further extend for an additional six (6) months.
- E. At the closing, pursuant to the Valencia Parcel Agreement, the McCain-Smith Agreement will be terminated, and SOCCCD will have no responsibility for paying any portion of the cost of the design and construction of McCain-Smith

Road.

- F. At the closing, pursuant to the Valencia Parcel Agreement, the City and SOCCCD will execute and record a Declaration of Covenants, Conditions and Restrictions Imposing Use Restriction against the Valencia Parcel (the "Valencia Parcel CC&Rs"), for the benefit of the Reconfigured Property. Pursuant to the Valencia Parcel CC&Rs, the Valencia Parcel can only be used for the following purposes:

  (a) the following permitted uses identified in the Tustin Legacy Specific Plan/Reuse Plan: (i) ball fields, courts, playgrounds and other recreation facilities; (ii) public park; and (iii) sports field lighting; and (b) the following accessory uses when associated with a permitted use: (i) maintenance facilities and structures; (ii) support commercial concessions; (iii) gazebos; and (iv) parking. The Valencia Parcel CC&Rs will run with the land and bind the Valencia Parcel.
- G. At the closing, pursuant to the Valencia Parcel Agreement, the City and SOCCCD will execute and record a Declaration of Covenants, Conditions and Restrictions Imposing Use Restriction against the Strip Parcel (the "Strip Parcel CC&Rs"), for the benefit of the ATEP Campus Property. Pursuant to the Strip Parcel CC&Rs, the Strip Parcel can only be used for the following purposes: (a) landscaping and open space; (b) any uses that are currently permitted or conditionally permitted by the Specific Plan/Reuse Plan for the adjacent parcel that is owned by the Orange County Rescue Mission, including transitional housing and medical clinics; or (c) accessory uses and structures that are associated with any of the foregoing. The Strip Parcel CC&Rs will run with the land and bind the Strip Parcel.
- H. If the City determines in its reasonable discretion after completion of the parking facilities at the proposed park that there is available parking on the Valencia Parcel or on adjacent parcels, then City and SOCCCD will negotiate in good faith an agreement that would enable SOCCCD or its lessees to use the parking facilities.
- I. The agreement is beneficial to both the City and District because it continues to aid in the implementation of the previously approved Specific Plan/Reuse Plan by rationalizing property boundaries and creating a unified land area for the ATEP Campus that is easier and less costly to develop for the District.

# 3. PUBLIC HEARING.

- A. Public meeting notices for the Board of Trustees' meeting on this matter were published in the newspaper, mailed to landowners within three hundred (300) feet of the Project, and posted on the District's website. The public notices invited all interested persons to attend the meeting and express opinions about the Project and CEQA compliance related thereto.
- **B.** The Project documents and Environmental Initial Study and Checklist were posted on the District's website, and copies were made available for public

inspection at the District offices and the Temporary Campus. The documents were also made available for public inspection at the public meeting in the Board of Trustees' boardroom.

C. On June 23, 2014, the Board of Trustees held a public meeting at which time it considered the approval of the Project and Environmental Initial Study and Checklist. The agenda provided the public an opportunity to comment on the Project and Environmental Initial Study and Checklist before the Board of Trustees made a decision.

# 4. RECORD OF PROCEEDINGS.

#### A. Scope of the Record.

i) The record of proceedings upon which the Board of Trustees bases the findings in this Resolution, and the documents and evidence relied upon by the District in preparing the Project documents and Environmental Initial Study and Checklist.

#### B. Custodian of the Record.

 The custodian of the record of proceedings is Dr. Debra Fitzsimons, Vice Chancellor, South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California, 92692-3635.

# 5. FINDINGS.

**NOW THEREFORE, BE IT RESOLVED AND ORDERED** by the Board of Trustees of the South Orange County Community College District as follows:

- 1. That the above recitals, information, facts, and findings are true and correct, and are hereby adopted in their entirety as set forth above.
- 2. On June 23, 2014, the Board of Trustees held a public meeting at which time it considered the approval of the Project and Environmental Initial Study and Checklist. The agenda provided the public an opportunity to comment on the Project and Environmental Initial Study and Checklist before the Board of Trustees made a decision.
- 3. The Board of Trustees has independently reviewed and considered the Project. The District's Board of Trustees has fully considered each and every comment made by any party commenting on the Project.
- 4. Prior to the approval of the Project, the District's Board of Trustees approved the Environmental Initial Study and Checklist pursuant to Resolution No. 14-18.
- 5. That the Board of Trustees does hereby approve the Project and the Valencia Parcel Agreement, in the form attached as <u>ATTACHMENT 1</u>, and authorizes the Chancellor to sign the Valencia Parcel Agreement and related agreements on behalf of the District, and that the appropriate District officials are hereby authorized and directed to take all such actions as are

necessary to properly effectuate, consummate, and implement each of these agreements

including making minor revisions necessary to carry out the Board's approval.

# ATTACHMENT 1

# AGREEMENT CONCERNING VALENCIA PARCEL BETWEEN

#### THE CITY OF TUSTIN

**AND** 

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**DATED:** \_\_\_\_\_\_, 2014

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# ATTACHMENT 1

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# **LIST OF EXHIBITS**

Designation	Description	Section Reference
A	Valencia Parcel	Recital J
В	Site Map	Recital J
C	Strip Parcel	Recital M
D	Development Agreement Amendment	Recital O
E	General Escrow Provisions	Section 2.1
F	Valencia Parcel Commitment	Section 3.1
G	Strip Parcel Commitment	Section 3.2
Н	Sublease Amendment	Section 7.3.1(a)
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J	Notice of Effective Date	Section 7.3.1(c)
K	Termination of Agreement	Section 7.3.1(d)
L	Quitclaim Deed	Section 7.3.1(e)
M	Interim Lease Amendment	Section 7.3.1(f)
N	Valencia Parcel CC&Rs	Section 7.3.1(g)
O	Strip Parcel CC&Rs	Section 7.3.1(h)

#### AGREEMENT CONCERNING VALENCIA PARCEL

THIS AGREEMENT CONCERNING	VALENCIA PARCEL (this "Agreement"),
dated for identification purposes this day of	, 2014, is entered into by and between
the CITY OF TUSTIN, a municipal corporation	n organized under the laws of the State of
California ("City"), and the SOUTH ORAN	GE COUNTY COMMUNITY COLLEGE
DISTRICT, a public agency ("SOCCCD"). City a	and SOCCCD are sometimes referred to herein
individually as a "Party" and collectively as the "I	Parties."

#### RECITALS

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

- A. Pursuant to the Defense Base Closure and Realignment Act of 1990 (Part A of Title XXIX of Public Law 101-510; U.S.C. Section 2687 Note), as amended (the "Base Closure Law"), the United States of America determined to close the Marine Corps Air Station Tustin ("MCAS Tustin") located substantially within the City of Tustin. In 1992, the City was designated by the Office of Economic Adjustment on behalf of the Secretary of Defense as the local redevelopment authority ("LRA") for preparation of a reuse plan for MCAS Tustin and in order to facilitate the closure of MCAS Tustin and its reuse in furtherance of the economic development of the City and surrounding region.
- B. In its capacity as the LRA, the City served as the lead agency for preparing the base reuse plan, the applicable environmental documents under California law, and other documents related to the planning for the civilian reuse of MCAS Tustin. The City determined that the most appropriate tool to guide the conversion of the base from military to civilian use and to facilitate review and approval of entitlements, permits, and uses was the preparation of a combined reuse plan and specific plan. Accordingly, in or about October 1996, the City submitted the MCAS Tustin Reuse Plan (the "Reuse Plan") to the United States of America, acting by and through the Department of the Navy (the "Navy"). The City subsequently amended the Reuse Plan in or about September 1998.
- C. On January 16, 2001, the Tustin City Council adopted Resolution 00-90 that certified the Joint Final EIS/EIR for the Disposal and Reuse of MCAS Tustin (the "Final EIS/EIR"), and adopted Resolution 00-91 that adopted General Plan Amendment 00-001 establishing an MCAS Tustin Specific Plan general plan land use designation for the Tustin portion of the former MCAS Tustin.
- D. On March 2, 2001, the Navy published a Record of Decision approving the Reuse Plan as amended and approving the Final EIS/EIR.
- E. In May 2002, the Navy approved that certain Agreement between the United States of America and the City of Tustin, California for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin (the "Navy Conveyance Agreement"), which sets forth the terms and conditions for the conveyance of a portion of MCAS Tustin by the Navy to the City (the "City Property"). On May 13, 2002, in accordance with the Navy Conveyance

Agreement, a portion of MCAS Tustin was conveyed by deed to the City. In addition, a portion of the City Property was leased by the Navy to the City (the "City Leased Property") pursuant to that certain Lease in Furtherance of Conveyance between the United States of America and the City of Tustin, California for Portions of the Former Marine Corps Air Station Tustin dated May 13, 2002. The Navy Conveyance Agreement has been subsequently amended by the Navy and City.

- F. The City adopted a final Specific Plan/Reuse Plan (the "**Specific Plan**") covering MCAS Tustin by Ordinance 1257 adopted February 3, 2003. The Specific Plan was subsequently amended by a series of Ordinances as follows: Ordinance Nos. 1294, 1295, 1296 and 1297 adopted March 7, 2005; Ordinance 1299 adopted June 5, 2005; Ordinance 1311 adopted April 17, 2006; Ordinance 1335 adopted June 5, 2007; Ordinance 1379 adopted March 2, 2010; Ordinance 1406 adopted October 18, 2011; and Ordinance 1432 adopted May 21, 2013.
- G. On or about April 22, 2004, City and SOCCCD entered into that certain Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS, Tustin and the Establishment of an Advanced Technology Educational Campus (the "City Conveyance Agreement"), pursuant to which the City agreed to convey a portion of the City Property comprising approximately 68.37 acres (the "ATEP Site") to SOCCCD on the terms and conditions set forth therein. Pursuant to the City Conveyance Agreement, City subleased to SOCCCD approximately 30.71 acres of the City Leased Property (the "Sublease Area"), pursuant to that certain Sublease between the City of Tustin and the South Orange County Community College District for a Portion of MCAS Tustin dated April 29, 2004 (the "2004 Sublease"), a Short Form Notice of which was recorded in the Official Records of Orange County, California (the "Official Records") on April 7, 2004 as Instrument No. 2004000373082 (the "2004 Notice of Sublease").
- H. The City Conveyance Agreement was amended and restated in its entirety pursuant to that certain "Development Agreement and Amended and Restated Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Educational Campus" dated May 22, 2013 and recorded on May 23, 2013 as Instrument No. 2013000312295 in the Official Records (the "Development Agreement"). The Development Agreement was entered into pursuant to California Government Code Sections 65864, et seq. (the "Development Agreement Legislation"). For the purposes of this Agreement, the Development Agreement, the Current Sublease, the Current Notice of Sublease and all other documents executed or to be executed prior to the Closing Date (as defined in Section 7.1 below) by the City or by the City and SOCCCD pursuant thereto affecting the ATEP Site shall be collectively referred to herein as the "City Conveyance Documents."
- I. Pursuant to that certain Agreement for the Exchange of Real Property dated May 22, 2013, as amended by Amendment No. 1 thereto dated June 19, 2013 (as so amended, the "Land Exchange Agreement"), City and SOCCCD agreed (among other things) to exchange certain parcels of real property located within MCAS Tustin. Accordingly, at the close of escrow pursuant to the Land Exchange Agreement, the following documents (among others) were executed and delivered by SOCCCD and City: (1) Amendment No. 1 to Sublease dated

- August 8, 2013 ("Sublease Amendment No. 1"); and (2) Amendment No. 1 to Short Form Notice of Sublease dated August 8, 2013 and recorded on August 9, 2013 as Instrument No. 2013000475494 in the Official Records ("Notice of Sublease Amendment No. 1"). For the purposes of this Agreement, the 2004 Sublease as amended by Sublease Amendment No. 1 shall be referred to herein as the "Current Sublease," and the 2004 Notice of Sublease as amended by Notice of Sublease Amendment No. 1 shall be referred to herein as the "Current Notice of Sublease."
- J. Pursuant to Section 13.7 of the Land Exchange Agreement, City and SOCCCD agreed to negotiate in good faith concerning a portion of the Sublease Area consisting of a 4.53 acre parcel of real property located north of Valencia Avenue and more particularly described in Exhibit A attached hereto (the "Valencia Parcel"). The Valencia Parcel is identified as Area 10 on the site map attached hereto as Exhibit B. Pursuant to Section 13.7 of the Land Exchange Agreement, if the Parties are able to reach an agreement concerning the disposition of the Valencia Parcel, then SOCCCD will give City a credit in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) against the consideration to be paid to SOCCCD (the "Valencia Parcel Credit").
- K. The City desires to incorporate the Valencia Parcel as part of its feasibility and planning study for a park that it is currently planning north of Valencia Avenue, as shown in the Specific Plan (the "City Park"). Accordingly, as contemplated by Section 13.7 of the Land Exchange Agreement, the Parties have reached an agreement concerning the disposition of the Valencia Parcel. As part of such agreement, SOCCCD is willing to terminate the Current Sublease as to the Valencia Parcel and relinquish its right pursuant to the Development Agreement to acquire fee title to the Valencia Parcel, all on the terms and conditions set forth in this Agreement.
- L. Concurrently with the execution of the Land Exchange Agreement, City and SOCCCD entered into that certain Infrastructure and Payment Agreement (McCain Smith Road) dated May 22, 2013 (the "McCain Agreement"). The McCain Agreement concerns the construction of McCain Smith Road (a portion of which is located on the Valencia Parcel), and the sharing of the cost of the design and construction of McCain Smith Road between City and SOCCCD. The parties desire to terminate the McCain Agreement effective upon SOCCCD's relinquishment of its rights with respect to the Valencia Parcel as set forth herein.
- M. City also desires to acquire from SOCCCD, and SOCCCD desires to transfer to City, an approximately 0.57 acre strip of land within the ATEP Site located at the southeast corner of the intersection of Red Hill Avenue and Valencia Avenue that is currently owned by SOCCCD in fee, and is more particularly described in <a href="Exhibit C">Exhibit C</a> attached hereto (the "Strip Parcel"). The Strip Parcel is identified as Area 16 on the Site Map. The Valencia Parcel and the Strip Parcel shall be collectively referred to herein as the "Parcels."
- N. Pursuant to the Land Exchange Agreement, City as lessor and SOCCCD as lessee executed that certain Standard Industrial/Commercial Single-Tenant Lease-Net dated August 8, 2013 (the "Interim Lease"), pursuant to which City leased to SOCCCD certain classroom buildings and an adjacent parking lot for a term of three (3) years. SOCCCD desires to extend the term of the Interim Lease by one (1) year with the option to further extend the term for an additional six (6) months, and City has agreed to such extension and option.

#### ATTACHMENT 1

O.	Concurrently with the execution hereof, City and SOCCCD have agreed to amend
the Developn	nent Agreement pursuant to the Development Agreement Legislation by entering
into that certa	nin Amendment No. 1 to Development Agreement in the form of Exhibit D attached
hereto (the	"Development Agreement Amendment"). The Development Agreement
Amendment	will be recorded in the Official Records immediately following the execution
thereof.	

Ρ.	On		, 2014, t	the Planning	Commissi	on of the	City ado	pted
Resolution	No	recommend	ling approval c	of this Agreen	nent by the	City Coun	cil of the	City
(the "City	Council"	). On	, 2014	the City Co	ouncil cond	ducted a fi	rst readin	ig of
proposed	Ordinance	No	approving th	e Developme	ent Agreei	nent Ame	ndment.	On
	_, 2014 the	e City Coun	cil conducted	a second rea	ading and	adopted (	Ordinance	No.
, ap	pproving th	e Developme	ent Agreement	Amendment.	On	, the	e City Co	uncil
adopted Re	esolution N	lo 8	approving this	Agreement.				

Q. Prior to the execution and delivery hereof, the governing body of each of the Parties has approved the execution and delivery of this Agreement and the Development Agreement Amendment. In connection with such approval, the governing body of each of the Parties, after independent review and consideration, certified a document (the "CEQA Document"), which is intended to render the action of the applicable governing body with respect to the approval of this Agreement and the Development Agreement Amendment in compliance with the provisions of the California Environmental Quality Act, California Public Resources Code Sections 21000 et seq. ("CEQA").

**NOW, THEREFORE,** based upon the foregoing facts, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

#### 1. Agreement.

- Determination under Section 21152 of the California Public Resources Code (the "SOCCCD NOD" and the "City NOD," respectively), within five (5) working days after the approval of this Agreement and the Development Agreement Amendment and the certification of the CEQA Document by their respective governing bodies. The first City NOD shall be filed within five (5) working days after the approval of this Agreement and the CEQA Document, and the second City NOD (the "Second City NOD") shall be filed within five (5) working days after the approval of the Development Agreement Amendment. For the purposes of this Agreement, (a) the date on which the later to be filed of the SOCCCD NOD and the Second City NOD has been filed with the Office of the Orange County Clerk shall be referred to herein as the "NOD Filing Date," and (b) the date that is thirty-five (35) days after the NOD Filing Date shall be referred to herein as the "CEQA Claim Bar Date."
- 1.2 <u>Transaction</u>. Upon the satisfaction or waiver of all of the conditions precedent to the Close of Escrow set forth in <u>Section 6</u> below, then the following steps shall occur concurrently (collectively, the "Transaction"): (a) the Current Sublease shall be amended to remove the Valencia Parcel; (b) SOCCCD shall convey to City by quitclaim deed the Strip

- Parcel; (c) pursuant to the Development Agreement Amendment, (i) SOCCCD shall relinquish its right to acquire fee title to the Valencia Parcel and (ii) the Parcels shall be removed from the definition of "SOCCCD Property" as defined in the Development Agreement; (d) the McCain Agreement shall be terminated; and (e) the Interim Lease shall be amended to extend the term thereof by one (1) year and to give SOCCCD an option to further extend the term for an additional six (6) months.
- **1.3** <u>Consideration</u>. The consideration to SOCCCD for entering into and consummating the Transaction shall be equal to ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)(the "Consideration").
  - **1.4 Payment**. The Consideration shall be paid as follows:
- **1.4.1** <u>Credit</u>. Upon the Close of Escrow (as defined in <u>Section 2.2</u> below), City shall receive the Valencia Parcel Credit in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00), pursuant to Section 13.7 of the Land Exchange Agreement.
- 1.4.2 <u>Cash Balance Due</u>. Not later than one (1) business day prior to the Closing Date (as defined in <u>Section 7.1</u> below), City shall deposit with Escrow Holder (as defined in <u>Section 2.1</u> below) by wire transfer of immediately available funds the sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) (the "Cash Balance Due"), plus all costs to be paid by City as set forth in <u>Section 8</u> below.

# 2. Escrow.

- 2.1 <u>Escrow Instructions</u>. The Exchange shall be consummated through Escrow No. (the "Escrow") at First American Title Insurance Company, 18500 Von Karman Avenue, Suite 600, Irvine, California 92612 Attention: Patty Beverly (the "Escrow Holder"). Escrow shall be opened within three (3) days following the execution of this Agreement by delivery to Escrow Holder of a fully executed copy of this Agreement by the Parties. The date that the Escrow is opened as indicated by the Acceptance by Escrow Holder attached hereto shall be the "Escrow Opening Date." This Agreement, together with the general escrow provisions attached hereto as <u>Exhibit E</u>, shall constitute Escrow Holder's instructions. The Parties agree to execute and deliver to Escrow Holder such additional and supplemental instructions as Escrow Holder may require in order to clarify Escrow Holder's duties under this Agreement. However, in the event of any conflict or inconsistency between this Agreement and the general escrow provisions, the terms of this Agreement shall govern the duties of Escrow Holder and the rights and obligations of the Parties.
- **2.2** <u>Definition of Close of Escrow</u>. For purposes of this Agreement, the term "Close of Escrow" shall mean the time when Escrow Holder shall have recorded the instruments set forth in <u>Section 7.4.2</u> below.

#### 3. Approval of Condition of Title.

3.1 <u>Valencia Parcel Commitment</u>. Prior to the Effective Date (as defined in <u>Section 13.15</u> below), City received and approved that certain Title Commitment issued by First American Title Insurance Company (the "Title Company"), identified as Order No. NCS-

660169-SA1 as amended on April 3, 2014 ("Valencia Parcel Commitment") covering the Valencia Parcel, a copy of which is attached hereto as Exhibit F. For the purposes of this Agreement, the "Valencia Parcel Permitted Exceptions" shall refer to the following: (a) those exceptions to title as set forth in the Valencia Parcel Commitment and (b) the Valencia Parcel CC&Rs (as defined in Section 7.3.1(g) below). The Valencia Parcel Permitted Exceptions shall exclude the Current Notice of Sublease (which will be terminated as to the Valencia Parcel as of the Close of Escrow) and any delinquent taxes or any taxes due prior to the Close of Escrow and any other monetary liens or encumbrances on the Valencia Parcel.

- 3.2 Strip Parcel Commitment. Prior to the Effective Date, City received and approved that certain Title Commitment issued by the Title Company identified as Order No. NCS-665287-SA1 dated April 29, 2014 ("Strip Parcel Commitment") covering the Strip Parcel, a copy of which is attached hereto as Exhibit G. For the purposes of this Agreement, the "Strip Parcel Permitted Exceptions" shall refer to the following: (a) those exceptions to title as set forth in the Strip Parcel Commitment and (b) the Strip Parcel CC&Rs (as defined in Section 7.3.1(h) below). The Strip Parcel Permitted Exceptions shall exclude any delinquent taxes or any taxes due prior to the Close of Escrow and any other monetary liens or encumbrances on the Strip Parcel. The Valencia Parcel Permitted Exceptions and the Strip Parcel Permitted Exceptions shall be collectively referred to herein as the "Permitted Exceptions."
- 4. Title Insurance Policy. At the Close of Escrow and as a condition thereto, the Title Company shall issue to City a policy of title insurance (the "Title Policy") as to the Parcels, containing the terms and provisions set forth in this Section 4. The Title Policy shall be an ALTA Standard Coverage Policy (2006 Policy Form) in an amount equal to the Consideration, showing the following: (a) leasehold title to the Valencia Parcel vested in City, subject only to the Valencia Parcel Permitted Exceptions and such other matters as to which City may consent in writing; and (b) fee title to the Strip Parcel vested in City, subject only to the Strip Parcel Permitted Exceptions and such other matters as to which City may consent in writing. The premium for the Title Policy and any costs incurred in connection with the search and examination of title and/or for the issuance of the Valencia Parcel Commitment shall be paid by City. The Title Policy shall be issued without reliance on any indemnity of SOCCCD or any third party to induce Title Company to issue the Title Policy, without the prior written consent of City. If City so elects and the Title Company agrees, the Title Policy may include such endorsements as City may reasonably request; provided however that all such endorsements shall be issued at City's sole cost and expense. In addition, if City so elects and the Title Company agrees to issue an ALTA Extended Coverage Owner's Policy (2006 Policy Form), the "Title Policy" as defined above shall be an ALTA Extended Coverage rather than an ALTA Standard Coverage policy, with all other elements remaining the same; provided however, that the additional premium for such extended ALTA coverage shall be paid by City.

### 5. Due Diligence Review.

- 5.1 <u>Access to the Parcels</u>. Prior to the Effective Date, City and SOCCCD executed that certain License Agreement dated \_\_\_\_\_\_, 2014 in order to give City access to the Parcels for purposes of conducting its due diligence review (the "License Agreement"). The License Agreement shall remain in full force and effect in accordance with its terms.
- **5.2 Documents.** Prior to the Effective Date, SOCCCD delivered to City copies of all written information in SOCCCD's possession (and not previously received from City) with respect to the Parcels, including all reports, maps and other written information, if any, which relate to the environmental condition of the Parcels.
- **5.3 Approval**. Prior to the Effective Date, City conducted such due diligence review of the Parcels as it deems appropriate, and City hereby approves the condition of the Parcels.

### 6. Conditions Precedent to Close of Escrow.

- 6.1 Mutual Condition. It shall be a condition precedent to the obligations of SOCCCD and City to close the Escrow, which condition may be waived only by a written waiver executed by both SOCCCD and City and delivered to Escrow Holder, that each of the following events shall have occurred: (a) City and SOCCCD shall have approved and executed the Development Agreement Amendment; (b) the Development Agreement Amendment shall have been recorded in the Official Records; and (c) the applicable statute of limitation under CEQA with respect to a judicial challenge to this Agreement, the CEQA Document or the Development Agreement Amendment and the applicable statute of limitation under the Development Agreement Legislation for an electoral challenge to the Development Agreement Amendment shall each have expired without any claims (whether based on CEQA, the Development Agreement, the CEQA Document or the Development Agreement Amendment shall have been challenged, such challenge shall have been resolved without affecting the validity of this Agreement, the CEQA Document or the Development Agreement Amendment.
- **6.2** SOCCCD's Conditions. Each of the following shall constitute a condition precedent to the obligations of SOCCCD to close the Escrow and may be waived only by a written waiver executed by SOCCCD and delivered to City and to Escrow Holder:
- **6.2.1** <u>City Documents</u>. City shall have deposited in Escrow the funds and documents set forth in <u>Section 7.3.2</u> below.
- **6.2.2** <u>Representations and Warranties</u>. All of City's representations and warranties as set forth herein shall be true as of the Close of Escrow.
- 6.2.3 No Default. City shall not be in default hereunder. If SOCCCD does not give Escrow Holder written notice of City's default, for purposes of this Section 6.2.3 only, City shall be deemed not to be in default hereunder, and Escrow Holder shall proceed with the Close of Escrow as though City were not in default. SOCCCD's failure to give such notice to Escrow Holder shall not excuse performance by City of any obligation hereunder.

- **6.3** <u>City's Conditions</u>. Each of the following shall constitute a condition precedent to the obligations of City to close the Escrow and may be waived only by a written waiver executed by City and delivered to SOCCCD and to Escrow Holder:
- **6.3.1 SOCCCD Documents.** SOCCCD shall have deposited in Escrow the documents set forth in Section 7.3.1 below.
- **6.3.2** <u>Title Policy</u>. The Title Company shall be irrevocably committed to issue the Title Policy upon the Close of Escrow.
- **6.3.3 No Material Change.** As of the Close of Escrow, there shall be no material change in the Parcels that would materially impair City's use or development of the Parcels.
- **6.3.4** Representations and Warranties. All of SOCCCD's representations and warranties as set forth herein shall be true as of the Close of Escrow.
- 6.3.5 No Default. SOCCCD shall not be in material default hereunder. If City does not give Escrow Holder written notice of SOCCCD's default, for purposes of this Section 6.3.5 only, SOCCCD shall be deemed not to be in default hereunder, and Escrow Holder shall proceed with the Close of Escrow as though SOCCCD were not in default. City's failure to give such notice to Escrow Holder shall not excuse performance by SOCCCD of any obligation hereunder.

### 7. Close or Cancellation of Escrow.

- 7.1 <u>Closing Procedures</u>. Provided that the conditions precedent to the Close of Escrow set forth in <u>Section 6</u> above have been satisfied or waived, the Parties agree that the Escrow shall close and Escrow Holder is instructed to close the Escrow five (5) business days after the CEQA Claim Bar Date, but in no event later than September 30, 2014 (the "Closing Date").
- **7.1.1** <u>Issuance of Title Policy</u>. Escrow Holder by closing the Escrow shall be deemed to have irrevocably committed to cause the Title Company to issue the Title Policy.
- Failure of Close of Escrow to Occur. In the event that the Close of Escrow fails to occur by the Closing Date and neither Party is in default of its obligations hereunder, then either Party may cancel the Escrow by written notice to the other Party and to Escrow Holder. In the event that, due to a default by either Party, the Close of Escrow fails to occur by the Closing Date, then without waiving any rights or remedies which the non-Defaulting Party may have against the Defaulting Party (as defined in Section 11.1 below) under this Agreement, the non-Defaulting Party may cancel the Escrow upon written notice to the Defaulting Party and to Escrow Holder.

### 7.2 Escrow Cancellation.

- **7.2.1** If, for any reason, the Escrow is cancelled pursuant to <u>Section 7.1.2</u> above, Escrow Holder shall return to the Parties delivering same all instruments which are then held by Escrow Holder in connection with the Escrow.
- **7.2.2** If the Escrow is cancelled pursuant to <u>Section 7.1.2</u> above and neither Party is in default of its obligations hereunder, this Agreement shall be deemed to be terminated (with the exception of those provisions which expressly state that they are to survive such termination), and City shall bear all title and Escrow fee and cancellation charges, if any. In such event, neither Party shall be obligated to the other to close the Escrow hereunder.
- **7.2.3** If the Escrow is cancelled pursuant to <u>Section 7.1.2</u> above and SOCCCD is the Defaulting Party, SOCCCD shall pay the Escrow fee and cancellation charges.
- **7.2.4** If the Escrow is cancelled pursuant to <u>Section 7.1.2</u> above and City is the Defaulting Party, City shall pay the Escrow fee and cancellation charges.

### 7.3 Items to be Delivered into Escrow.

- **7.3.1** SOCCCD. On or before one (1) business day prior to the date set for Close of Escrow, SOCCCD shall execute, acknowledge (as applicable) and deposit into Escrow the following:
- (a) Two (2) counterparts of Amendment No. 2 to the Current Sublease deleting the Valencia Parcel in the form of Exhibit H attached hereto (the "Sublease Amendment");
- (b) One (1) original of Amendment No. 2 to the Current Notice of Sublease in the form of Exhibit I attached hereto (the "Notice of Sublease Amendment");
- (c) One (1) original of a Notice of Effective Date of the Development Agreement Amendment in the form of Exhibit J attached hereto (the "Notice of Effective Date");
- (d) Two (2) counterparts of a Termination of the McCain Agreement in the form of Exhibit K attached hereto (the "Termination of Agreement");
- (e) One (1) original of a quitclaim deed as to the Strip Parcel in the form of Exhibit L attached hereto (the "Quitclaim Deed");
- (f) Two (2) counterparts of an amendment to the Interim Lease in the form of Exhibit M attached hereto (the "Interim Lease Amendment");
- (g) One (1) original of a Declaration of Covenants, Conditions and Restrictions affecting City's current and future interest in the Valencia Parcel in the form of Exhibit N attached hereto (the "Valencia Parcel CC&Rs");

- (h) One (1) original of a Declaration of Covenants, Conditions and Restrictions affecting City's fee title to the Strip Parcel in the form of Exhibit O attached hereto (the "Strip Parcel CC&Rs"); and
- (i) Such other documents as may be reasonably required by Title Company or Escrow Holder in order to issue the Title Policy or otherwise required to relinquish SOCCCD's interest in the Parcels in accordance with the terms of this Agreement.
- **7.3.2** <u>City</u>. On or before one (1) business day prior to the date set for Close of Escrow, City shall execute and deposit into Escrow the following:
- (a) Immediately available funds in the amount of the Cash Balance Due plus all costs to be paid by City as set forth in <u>Section 8</u> below;
  - (b) Two (2) counterparts of the Sublease Amendment;
  - (c) One (1) original of the Notice of Sublease Amendment;
  - (d) One (1) original of the Notice of Effective Date;
  - (e) Two (2) counterparts of the Termination of Agreement;
  - (f) One (1) original of the Quitclaim Deed;
  - (g) Two (2) counterparts of the Interim Lease Amendment;
  - (h) One (1) original of the Valencia Parcel CC&Rs;
  - (i) One (1) original of the Strip Parcel CC&Rs; and
- (j) Such other documents as may be reasonably required by Title Company or Escrow Holder in order to issue the Title Policy or otherwise required to relinquish SOCCCD's interest in the Parcels in accordance with the terms of this Agreement.
- **7.4** Escrow Holder's Instructions. At such time as all of the conditions precedent to the Close of Escrow shall have been satisfied or waived, the Escrow Holder shall proceed as follows:
  - **7.4.1 <u>Date</u>**, as of the Close of Escrow, all instruments calling for a date.
- 7.4.2 <u>Record</u>, the following documents in the Official Records in the order set forth below:
  - (a) The Notice of Sublease Amendment;
  - (b) The Notice of Effective Date;
  - (c) The Quitclaim Deed;

- (d) The Valencia Parcel CC&Rs; and
- (e) The Strip Parcel CC&Rs.
- **7.4.3** Deliver, the following documents and funds:
  - (a) **To City**:
- (i) One (1) fully-executed counterpart of the Sublease Amendment, the Termination of Agreement and the Interim Lease Amendment; and
  - (ii) The Title Policy.

### (b) To SOCCCD:

- (i) The Cash Balance Due and SOCCCD's Fees (as defined in Section 8.1.3 below), to such account as SOCCCD may specify in writing; and
- (ii) One (1) fully-executed counterpart of the Sublease Amendment, the Termination of Agreement and the Interim Lease Amendment.
- 7.5 <u>Post-Closing Matters</u>. After the Close of Escrow, Escrow Holder shall deliver the following:
- **7.5.1** <u>To City</u>: A copy, as recorded, of the documents recorded pursuant to <u>Section 7.4.2</u> above.
- **7.5.2 To SOCCCD**: A copy, as recorded, of the documents recorded pursuant to Section 7.4.2 above.
- 7.5.3 <u>To Jackson, DeMarco, Tidus & Peckenpaugh, counsel to SOCCCD</u>: Copies of all documents to be delivered to SOCCCD pursuant to Section 7.5.2 above.
- **7.5.4** To Woodruff, Spradlin & Smart, counsel to City: Copies of all documents to be delivered to City pursuant to Section 7.5.1 above.
- **7.6** IRS Form 1099-S. For purposes of complying with Section 6045 of the Internal Revenue Code, as amended by Section 1521 of the Internal Revenue Code, Escrow Holder shall be deemed the "person responsible for closing the transaction," and shall be responsible for obtaining the information necessary to file and shall file within the time specified with the Internal Revenue Service Form 1099-S, "Statement for Recipients of Proceeds from Real Estate, Broker and Barter Exchange Transactions."
- 8. Costs and Prorations.
  - **8.1** Costs to be Paid by City. City shall pay the following costs:
    - **8.1.1** The premium for the Title Policy;

- **8.1.2** The Escrow fee and recording costs (if any); and
- **8.1.3** City shall reimburse SOCCCD for the costs and expenses of SOCCCD's legal counsel and consultants incurred in the preparation and negotiation of this Agreement (including the exhibits hereto), approval of this Agreement by SOCCCD's Board of Trustees and consummation of the transaction set forth herein (collectively, "SOCCCD's Fees"), up to a maximum of Sixty-Four Thousand and No/100 Dollars (\$64,000.00). Not later than five (5) business days prior to the Closing Date, SOCCCD shall provide City with evidence of payment of SOCCCD's Fees, and City shall deposit such amount into the Escrow pursuant to Section 7.3.2(a) above. In the event that SOCCCD's Fees exceed Sixty-Four Thousand and No/100 Dollars (\$64,000.00), then the Parties shall in good faith discuss City's responsibility for payment of all or a portion of the excess amount.

### 9. Representations and Warranties; Covenants.

- 9.1 SOCCCD's Representations and Warranties. As a material inducement to City to enter into this Agreement, SOCCCD makes the following covenants, representations and warranties to City set forth in this Section 9.1 as of the date hereof and as of the Close of Escrow: SOCCCD has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by SOCCCD pursuant hereto, and all required action and approvals therefor have been duly taken and obtained for the Close of Escrow. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of SOCCCD shall be duly authorized to sign the same on SOCCCD's behalf and to bind SOCCCD thereto. This Agreement and all documents to be executed pursuant hereto by SOCCCD are and shall be binding upon and enforceable against SOCCCD in accordance with their respective terms.
- 9.2 <u>City's Representations and Warranties</u>. As a material inducement to SOCCCD to enter into this Agreement, City makes the following covenants, representations and warranties to District set forth in this Section 9.2 as of the date hereof and as of the Close of Escrow:
- 9.2.1 <u>City's Authority to Execute Agreement</u>. City hereby represents to SOCCCD that on and as of the date of this Agreement and on and as of the Close of Escrow, City has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by City pursuant hereto, and all required action and approvals therefor have been duly taken and obtained for the Close of Escrow. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of City shall be duly authorized to sign the same on City's behalf and to bind City thereto. This Agreement and all documents to be executed pursuant hereto by City are and shall be binding upon and enforceable against City in accordance with their respective terms.
- 9.2.2 <u>AS-IS</u>. City acknowledges that City has inspected the Parcels and made its own independent investigation of the same. City further acknowledges that it is acquiring the Parcels "AS-IS," in reliance solely on its own inspection of the Parcels and on SOCCCD's representations and warranties as set forth herein.

### 10. Release.

Mutual Release and Waiver. Except as expressly set forth in this Agreement, City, on the one hand, and SOCCCD, on the other hand, each hereby agrees to and does forever waive, release, acquit and forever discharge the other Party and such other Party's predecessors, successors, subsidiaries and affiliates, and each of their respective elected and appointed officials, officers, directors, shareholders, members, partners, limited partners, agents, attorneys, employees, insurers and affiliates, and each of them, of and from any and all claims, losses, demands, obligations, liabilities, indebtedness, breaches of contract, disclosures, breaches of duty or any relationship, acts, omissions, misfeasance, cause or causes of action, debts, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, fees, sanctions, losses and expenses of every kind, nature, description or character, and irrespective of how, why or by reason of what facts, which could, might or may be claimed to exist or whatever kind or name, whether known or unknown, suspected or unsuspected, developed or undeveloped, liquidated or unliquidated, which ever existed, now exists or may hereafter exist, each as though fully set forth herein at length, which in any way arise out of, are connected with or relate to the Parcels pursuant to the Development Agreement, the Current Sublease, the other City Conveyance Documents or the McCain Agreement, except for any obligations expressly set forth in this Agreement or any of the documents that are attached hereto as exhibits and incorporated by reference therein (all of the Claims released under this Section 10.1 shall be collectively referred to as the "Released Claims"). Each Party each hereby covenants and agrees not to sue or assert, or to cause or assist any other person or entity to sue or assert, any claim or cause of action which is released by the Released Claims or which is based upon the Released Claims. The releases provided under this Section 10.1 shall be effective on the Close of Escrow.

Each Party agrees, represents and warrants that it realizes and acknowledges that it may hereafter discover facts, in addition to or different from those which the Party now knows or believes to be true with respect to the subject matter of this Agreement and the Released Claims, and in furtherance of this intention, the releases given herein shall be and remain in effect notwithstanding the discovery of such additional or different facts. Each Party hereby expressly waives any and all rights conferred upon it by the provisions of California Civil Code Section 1542, and expressly consents that this release shall be given full force and effect according to each and all of its express terms and provisions. Section 1542 provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

City Initials	SOCCCD Initials

Each Party hereby understands and acknowledges the significance and consequences of such release and specific waiver of Section 1542 and has been advised by independent legal counsel concerning the same.

**10.2** <u>Acknowledgment Concerning Releases</u>. Notwithstanding anything in Section 10.1 above, each Party acknowledges and agrees that the Released Claims do not include

(a) any claim seeking to enforce or obtain a remedy for a breach of obligations created by this Agreement, the Development Agreement Amendment, the Termination of Agreement, the Quitclaim Deed, the Interim Lease Amendment, the Valencia Parcel CC&Rs, the Strip Parcel CC&Rs, or any of the documents that are attached thereto as exhibits and incorporated by reference therein, or (b) any claim by City for indemnity under the Development Agreement, the Current Sublease, the other City Conveyance Documents or the McCain Agreement with respect to the Parcels, which indemnity claim is based on any actions or omissions of SOCCCD during the period of time that the foregoing documents were in effect with respect to the Parcels.

### **10.3** Additional Agreements. The Parties further agree:

- 10.3.1 This Agreement, its terms and provisions, and the release set forth herein have been carefully read in their entirety by each of the Parties, each of which has had the benefit and advice of counsel of its choosing;
- 10.3.2 In entering into this Agreement and the release set forth herein, each of the Parties is acting freely and voluntarily and without influence, compulsion or duress of any kind from any course, including, but not limited to, any other Party, its attorneys, representatives or anyone acting or purporting to act on behalf of any Party; and
- 10.3.3 Each Party represents and warrants to the other Party that it has not heretofore assigned, transferred, encumbered or purported to assign, transfer or encumber in whole or in part, any claim, right or other matter transferred or released under this Agreement.

### 11. Default.

- 11.1 Events of Default. The failure of a Party (the "Defaulting Party") to perform any material act to be performed by such Party, to refrain from performing any material prohibited act, or to fulfill any condition to be fulfilled by such Party under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, within thirty (30) days after written notice of such failure from the Non-Defaulting Party shall be an "Event of Default" by the Defaulting Party with respect to the Defaulting Party's obligations hereunder.
- 11.2 <u>Remedies</u>. Upon the occurrence of any Event of Default by a Defaulting Party, the non-Defaulting Party shall have such rights or remedies available to it under this Agreement or at law or in equity (including without limitation, specific performance, a temporary restraining order or an injunction).

### 12. Post-Closing Covenants.

- **12.1** <u>Possession</u>. Possession of the Parcels shall be delivered to City upon the Close of Escrow, subject only to the Permitted Exceptions. City shall be solely responsible after the Close of Escrow for demolishing any former military buildings or other improvements located on the Parcels at its sole cost and expense.
- **12.2** <u>Land Exchange Agreement.</u> Effective upon the Close of Escrow, the obligations of the Parties with respect to the Valencia Parcel as set forth in Section 13.7 of the Land Exchange Agreement shall be deemed to have been fully performed.

- 12.3 <u>Discretionary Approvals</u>. City shall not initiate the process of adopting any discretionary approvals with respect to the Valencia Parcel until ninety (90) days after the date that the City's NOD is filed with the Orange County Clerk's Office.
- 12.4 Parking. In the event that City uses all or a portion of the Valencia Parcel or any other property adjacent thereto that is north of Valencia Avenue and west of Severyns Road for vehicular parking (the "Parking Area"), and City determines in its reasonable discretion upon completion of the parking facilities that there is parking capacity available on the Parking Area, then City shall notify SOCCCD. In such event, City and SOCCCD shall negotiate in good faith the terms of a parking easement or license agreement that would enable SOCCCD (or its lessees) to use the parking facilities on the Parking Area in a manner that does not interfere with City's use of such parking facilities. Neither Party shall be obligated to enter into such parking easement or license agreement.
- 12.5 <u>Survival</u>. The rights and obligations of the Parties in this <u>Section 12</u> shall survive the Close of Escrow.

### 13. Miscellaneous.

- 13.1 <u>Brokerage Commissions</u>. Each Party warrants and represents to the other Party that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby and each party (the "Indemnitor") shall indemnify and hold harmless the other party from and against any and all claims, liabilities, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and litigation expenses) caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by the Indemnitor, to a commission, finder's fee or other compensation based upon the transaction contemplated hereby. The obligations of City and SOCCCD pursuant to this Section 13.1 shall survive the Close of Escrow and any termination of this Agreement by City or SOCCCD.
- 13.2 <u>Notices</u>. All notices or other communications between City and SOCCCD required or permitted hereunder shall be in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, sent by reputable overnight courier (such as Federal Express, UPS or DHL), or transmitted by electronic facsimile transmission (with electronic confirmation of receipt), to the following addresses:

If to City:

City of Tustin

300 Centennial Way Tustin, CA 92780

Attention: Jeffrey Parker, City Manager Telefacsimile No.: (714) 838-1602

with a copy to:

Woodward, Spradlin & Smart

555 Anton Boulevard, Suite 1200

Costa Mesa, CA 92626

Attention: David Kendig, Esq. Telefacsimile No.: (714) 415-1188

If to SOCCCD: South Orange County Community College District

28000 Marguerite Parkway Mission Viejo, CA 92692

Attention: Debra Fitzsimons, Vice Chancellor of Business Services

Telefacsimile No.: (949) 347-2472

with a copy to: Jackson, DeMarco, Tidus & Peckenpaugh

2030 Main Street, 12th Floor

Irvine, CA 92614

Attention: Andrew P. Bernstein, Esq. Telefacsimile No.: (949) 752-0597

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. or otherwise on the day following personal delivery, or when received, if transmitted by electronic facsimile transmission (with electronic confirmation of receipt), or two (2) business days following the date the notice is postmarked, if mailed, or on the day following delivery to the applicable overnight courier, if sent by overnight courier. Either Party may change the address to which notices are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

- 13.3 <u>Time of the Essence</u>. Time is of the essence of this Agreement and each and every term and provision hereof.
- 13.4 <u>Interpretation; Governing Law</u>. This Agreement shall be construed as if prepared by both Parties. This Agreement shall be construed, interpreted and governed by the laws of the State of California and the laws of the United States of America prevailing in California.
- 13.5 <u>Performance of Acts on Business Days</u>. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day.
- 13.6 <u>Attorney's Fees</u>. In the event of any legal action or other proceeding between the parties regarding this Agreement (an "Action"), the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, expert witness fees, court costs and litigation expenses, as determined by the court.
- 13.7 <u>Post-Judgment Attorneys' Fees</u>. The prevailing party in any Action shall be entitled, in addition to and separately from the amounts recoverable under <u>Section 13.6</u> above, to the payment by the losing party of the prevailing party's reasonable attorneys' fees, expert witness fees, court costs and litigation expenses incurred in connection with (a) any appellate review of the judgment rendered in such Action or of any other ruling in such Action, and (b) any proceeding to enforce a judgment in such Action. It is the intent of the Parties that the provisions of this <u>Section 13.7</u> be distinct and severable from the other rights of the Parties under this Agreement, shall survive the entry of judgment in any Action and shall not be merged into such judgment.

- 13.8 <u>Further Assurances; Survival</u>. Each Party will, whenever and as often as it shall be requested to do so by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Agreement. All covenants and obligations contained in this Agreement which imply or require performance after the Close of Escrow and all representations and warranties of the Parties contained in this Agreement shall survive the Close of Escrow.
- 13.9 Entire Agreement; Amendments. This Agreement, together with the other written agreements referred to herein, is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. As such, this Agreement supersedes any prior understandings between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by all Parties hereto.
- 13.10 <u>No Waiver</u>. A waiver by either Party hereto of a breach of any of the covenants or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.
- **13.11** Assignment. Neither Party hereto shall assign its rights under this Agreement without the prior written consent of the other Party, which consent shall be in such Party's sole discretion; provided, however, that notwithstanding the foregoing SOCCCD shall have the right to assign its rights and delegate its obligations hereunder to an entity the board members of which are the same as the members of the Board of Trustees of SOCCCD or to a wholly-owned subsidiary of such an entity.
- 13.12 <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, successors and permitted assigns.
- 13.13 <u>Headings</u>; <u>Cross-References</u>; <u>Exhibits</u>. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All cross-references in this Agreement, unless specifically directed to another agreement or document, shall refer to provisions in this Agreement and shall not be deemed to be references to any other agreements or documents. Each of the exhibits attached to this Agreement is hereby incorporated into this Agreement by this reference.
- 13.14 <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- 13.15 <u>Effective Date</u>. This Agreement shall become effective on the date (the "Effective Date") this Agreement is executed by the last of the persons required to bind the parties hereto as set forth opposite their respective signatures below.

### [signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth opposite their respective signatures below.

DATED:	, 2014	CITY:
		CITY OF TUSTIN, a California municipal corporation
APPROVED AS TO I	LEGAL FORM:	By: Name: Jeffrey C. Parker Title: City Manager
Ву:		
Name: David Kendig,		
Title: City Attorney		
DATED:	, 2014	SOCCCD:
		SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a California public agency
		By:Name: Gary L. Poertner
		Title: Chancellor

### ACCEPTANCE BY ESCROW HOLDER

				acknowledges receipt of this fully executed Agreeme, 2014, which date shall be the Escrow Opening l	
accepts t	he escr	ow inst	ructions	s set forth herein.	
				ESCROW HOLDER:	
				FIRST AMERICAN TITLE INSURANCE COMPANY	CE
				By:	
				Name:_Patty Beverly	
				Title: Escrow Officer	

### **EXHIBIT A**

### Valencia Parcel



April 19, 2013 BKF No. 20122006-13 Page 1 of 2

## LEGAL DESCRIPTION OF AREA NO. 10 Tustin, CA Portion of APN: 430-282-11 and All of APN: 430-282-10

Real property situated in the City of Tustin, County of Orange, State of California, described as follows:

Being a portion of PARCEL IV-J-4 and all of PARCEL IV-J-5 as said parcels are described in that certain document entitled "SHORT FORM NOTICE OF LEASE IN FURTHERANCE OF CONVEYANCE" filed for record on May 14, 2002 in Doc. No. 20020404590, Records of Orange County, more particularly described as follows;

BEGINNING at the most northeasterly corner of said PARCEL IV-J-5;

Thence along the easterly line of said PARCEL IV-J-5, South 07°11'09" West, 236.11 feet to the southwesterly line of said PARCEL IV-J-5;

Thence along said southwesterly line of PARCEL IV-J-5 and PARCEL IV-J-4 the following five (5) courses:

- 1. North 73°31'26" West, 47.60 feet;
- 2. South 64°04'33" West, 24.04 feet to the beginning of a tangent curve having a radius of 1038.68 feet;
- 3. Northwesterly along said curve, through a central angle of 05°27'40", for an arc length of 99.00 feet to the beginning of a compound curve, having a radius of 1353.04 feet;
- 4. Along said curve northwesterly, through a central angle of 16°07'53" for an arc length of 380.94 feet;
- 5. North 49°19'54" West, 183.81 feet;

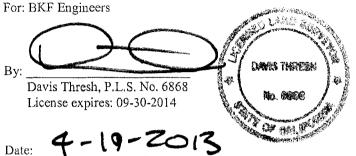
Thence leaving said southwesterly line, North 40°40'06" East, 325.27 feet to the northeasterly line of said PARCEL IV-J-4;

Thence along said northeasterly line of said PARCEL IV-J-4 and continuing along the northeasterly line of said PARCEL IV-5, South 49°10'56" East, 576.11 feet to the POINT OF BEGINNING.

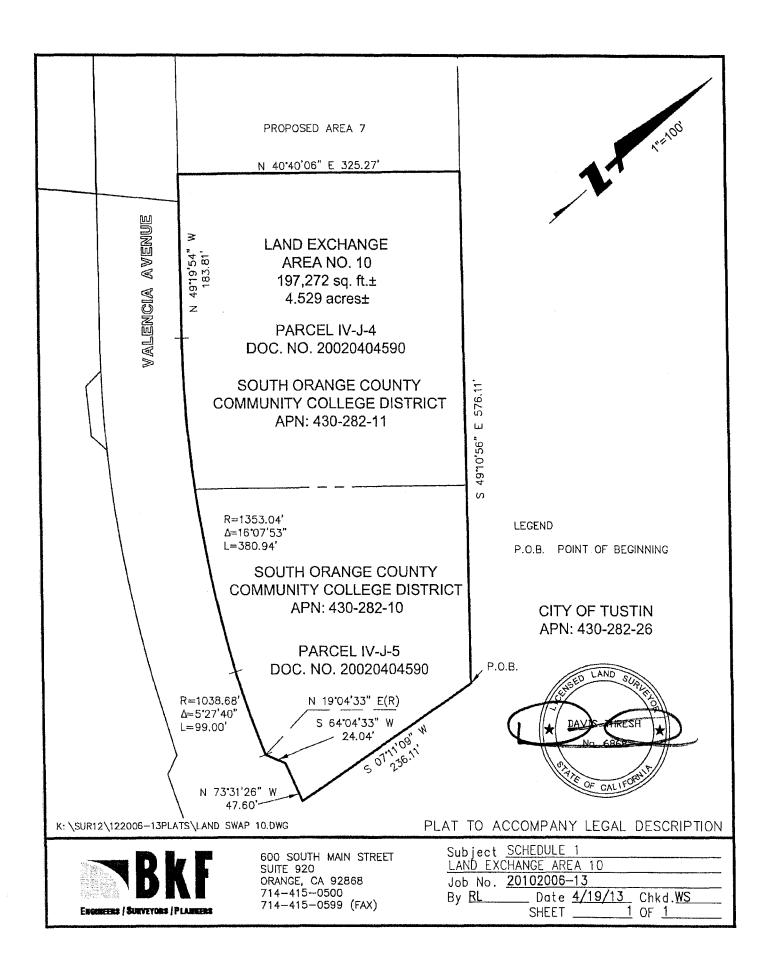
Containing an area of 197,272 square feet or 4.529 acres more or less.

Being a portion of Assessor's Parcel Number 430-282-11 and all of Assessor parcel number 430-282-10

As shown on "Schedule 1" attached hereto and made a part hereof.



K:\Sur12\122006.13 ATEP Land Swap Plats\DWG\MAIN\LEGALS\LAND EXCHANGE 10.doc



**EXHIBIT B** 

Site Map

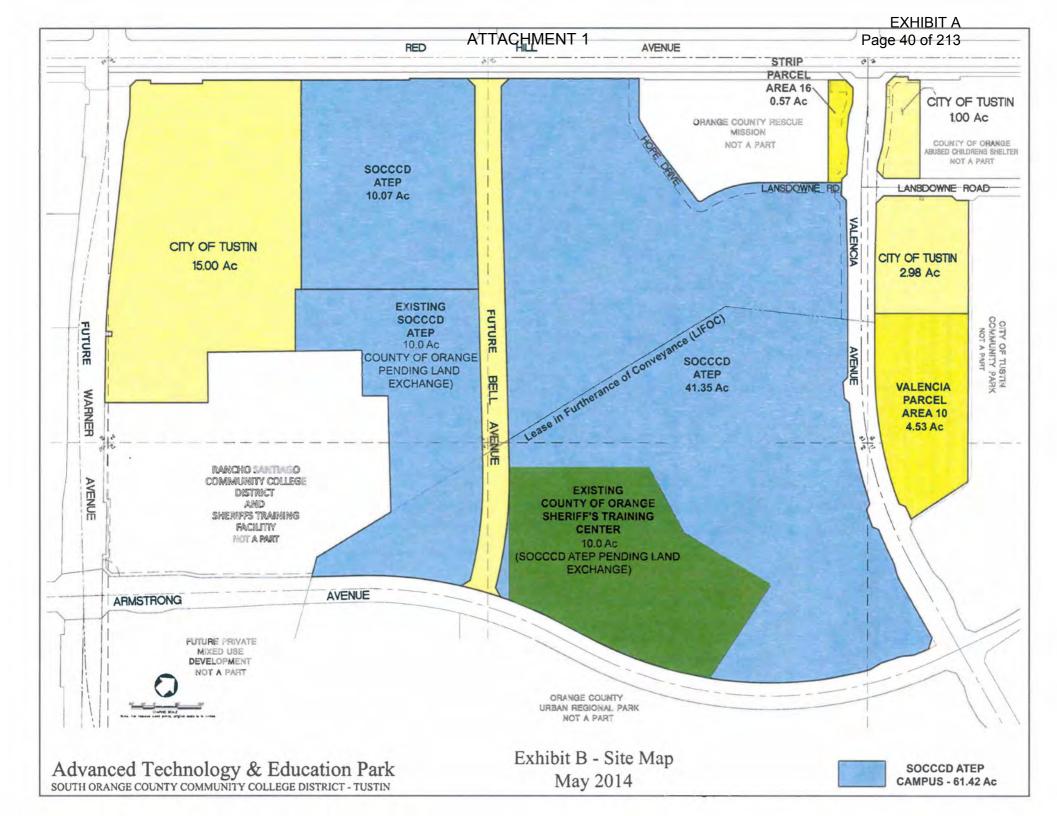


EXHIBIT C

Strip Parcel

### **PSOMAS**

## Legal Description Exhibit "A"

### Parcel I-E-4

### (Portion of Reuse Plan Disposition Site 1)

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

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#### Parcel I-E-4

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Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of South 40°37'39" East between Valencia Avenue and Warner Avenue; thence South 49°20'07" East 103.05 feet; thence South 40°39'53" West 52.00 feet to the True Point of Beginning; thence South 49°20'07" East 3.18 feet to the beginning of a curve concave southwesterly having a radius of 1348.04 feet; thence southeasterly along said curve 45.04 feet through a central angle of 1°54'51" to the beginning of a compound curve concave southwesterly having a radius of 42.00 feet, a radial line to said beginning bears North 42°34'44" East; thence southeasterly along said curve 11.95 feet through a central angle of 16°18'19"; thence South 31°06'57" East 31.73 feet to the beginning of a curve concave northeasterly having a radius of 58.00 feet; thence southeasterly along said curve 12.87 feet through a central angle of 12°42'56"; thence South 43°49'53" East 61.09 feet to the beginning of a curve concave northeasterly having a radius of 58.00 feet; thence southeasterly along said curve 14.33 feet through a central angle of 14°09'14"; thence South 57°59'07" East 36.66 feet to the beginning of a curve concave southwesterly having a radius of 42.00 feet, thence southeasterly along said curve 10.38 feet through a central angle of 14°09'17"; thence South 43°49'50" East 9.46 feet to the beginning of a curve

## PSOMAS

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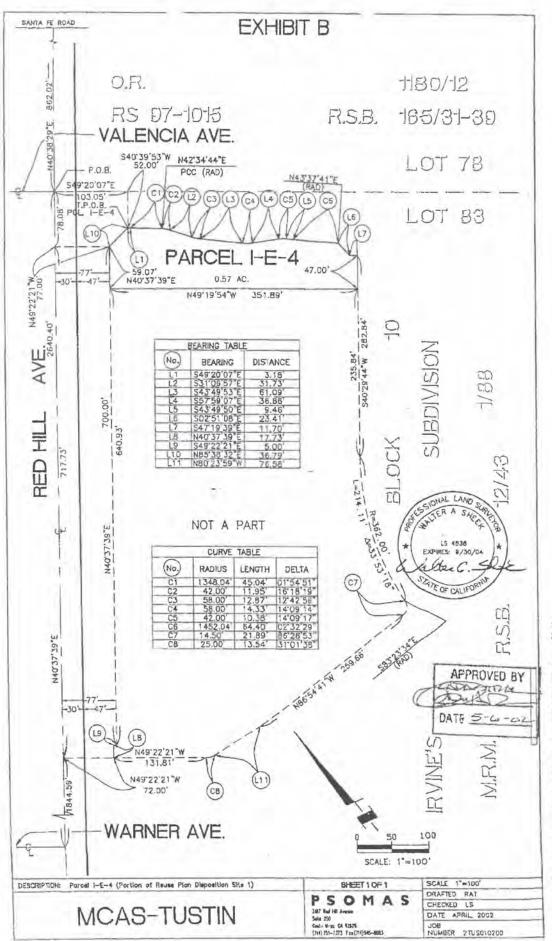
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# Legal Description Exhibit "A"

### Parcel I-E-4

## (Portion of Reuse Plan Disposition Site 1)

concave northeasterly having a radius of 1452.04 feet; thence southeasterly along	said
curve 64.40 feet through a central angle of 2°32'29"; thence South 02°51'08" East	23.41
feet; thence South 47°19'39" East 11.70 feet; thence South 40°29'44" West 47.00	O feet;
thence North 49°19'54" West 351.89 feet to a point on a line parallel with and dis	tant
77.00 feet southeasterly from the centerline of said Red Hill Avenue; thence along	g said
parallel line North 40°37'39" East 59.07 feet to a point lying South 85°38'32" We	est 36.79
feet from the True Point of Beginning; thence leaving said parallel line	
North 85°38'32" East 36.79 feet to the True Point of Beginning.	
Containing 24,672 square feet or 0.57 acres, more or less.	1,-1
	4
As shown on Exhibit "B" attached hereto and by this reference made a part hereof	Ε,
prepared under my supervision	
Walter A. Sheek P.L.S. 4838 Date    State   Company   Co	*
Revised April 17, 2002	(m)
	APPROVED BY
	and P
100	TE -1-177



stade to 105/109 16:0668 El Comment Standing Andrew Agented Dinber Lated doe Photolin

### EXHIBIT D

**Development Agreement Amendment** 

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Manager The City of Tustin 300 Centennial Way Tustin, California 92780

Fee Exempt Per Government Code Section 6103

### AMENDMENT NO. 1

TO

DEVELOPMENT AGREEMENT

AND

AMENDED AND RESTATED AGREEMENT

between

THE CITY OF TUSTIN

and

THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT for

CONVEYANCE OF A PORTION OF MCAS TUSTIN

and

THE ESTABLISHMENT OF AN ADVANCED TECHNOLOGY EDUCATIONAL CAMPUS

### ATTACHMENT 1 TABLE OF CONTENTS

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	1.1 1.2	Definitions; Attachments	2		
2.	Purp	oses of this Amendment	3		
	2.1 2.2	Pre-Existing Agreement			
3.	Effec	tive Date	3		
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5.	Transfer of Subsequent Parcels				
	5.1 5.2	Exclusion of Valencia Parcel  Escrow Instructions			
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	10.1 10.2	City SOCCCD			
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### EXHIBIT A Page 48 of 213

### **ATTACHMENT 1**

### EXHIBITS

Designation	Description	Section Reference	
A	Legal Description of Valencia Parcel	Section 1.2.1	
В	Legal Description of Strip Parcel	Section 1.2.1	
C	C SOCCCD Property on Amendment Effective Date		
D	SOCCCD Property after County Exchange	Section 6.2	
E	Revised LUAP	Section 7	

### AMENDMENT NO. 1

TO

DEVELOPMENT AGREEMENT
and
AMENDED AND RESTATED AGREEMENT
between
THE CITY OF TUSTIN

and

THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

for

CONVEYANCE OF A PORTION OF MCAS TUSTIN and

THE ESTABLISHMENT

of

AN ADVANCED TECHNOLOGY EDUCATIONAL CAMPUS

THIS AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT AND AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF TUSTIN AND THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FOR CONVEYANCE OF A PORTION OF MCAS, TUSTIN AND THE ESTABLISHMENT OF AN ADVANCED TECHNOLOGY EDUCATIONAL CAMPUS (this "Amendment") is dated for identification purposes this \_\_\_\_ day of \_\_\_\_, 2014 (the "Amendment Identification Date"), is entered into by and between the CITY OF TUSTIN ("City"), a municipal corporation organized under the laws of the State of California, acting in its capacity as the Local Redevelopment Authority for the disposition and conveyance of portions of the former Marine Corps Air Station Tustin, California, and the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ("SOCCCD"), a public agency, and amends that certain Development Agreement and Amended and Restated Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS, Tustin and the Establishment of an Advanced Technology Educational Campus dated May 22, 2013 (the "Pre-Existing Agreement"). This Amendment shall be recorded in the Official Records of Orange County, California immediately following the Amendment Identification Date but shall not become effective until the Amendment Effective Date as set forth in Section 3 below. The City and SOCCCD are sometimes referred to herein individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

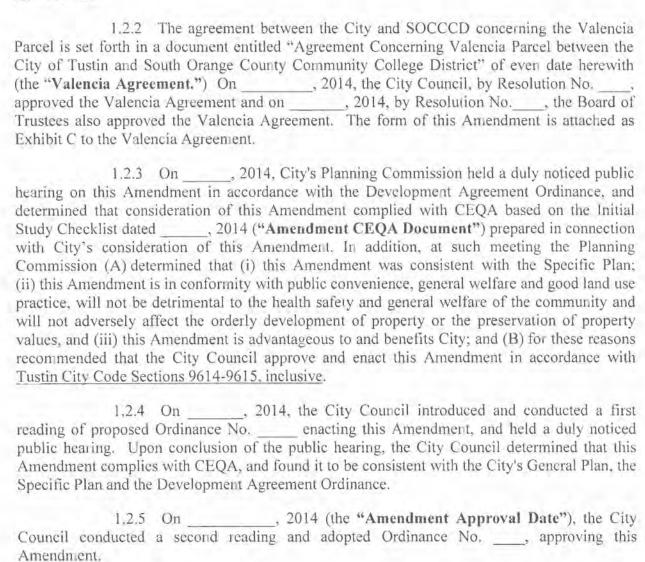
## 1. SUBJECT AND PURPOSE OF THIS AMENDMENT; APPLICABLE REQUIREMENTS.

1.1 <u>Definitions; Attachments</u>. Capitalized terms used herein, unless otherwise defined herein, shall have the meanings specified in the Pre-Existing Agreement. Unless otherwise indicated, references in this Amendment to sections, paragraphs, clauses, exhibits, attachments and schedules are those contained in or attached to this Amendment and all exhibits

and schedules referenced herein are incorporated herein by this reference as though fully set forth in this Amendment.

### 1.2 Background for this Amendment.

1.2.1 After the Effective Date of the Pre-Existing Agreement, the staffs of the City and SOCCCD entered into discussions whereby, in exchange for certain compensation, SOCCCD would relinquish to the City all of SOCCCD's rights to acquire a 4.53 acre parcel of real property located north of Valencia Avenue and more particularly described in <a href="Exhibit A">Exhibit A</a> attached hereto (the "Valencia Parcel") and for SOCCCD to convey to the City a 0.57 acre parcel of real property located at the southeast corner of the intersection of Valencia Avenue and Red Hill Avenue and more particularly described in <a href="Exhibit B">Exhibit B</a> attached hereto (the "Strip Parcel"). The Valencia Parcel and the Strip Parcel are sometimes hereinafter collectively called the "Parcels."



- 1.2.6 <u>Sections 65864 through 65869.5 of the California Government Code</u> (the "Development Agreement Laws") authorize City to establish procedures to enter into binding development agreements with persons having legal or equitable interests in real property located within City for development of the property.
- 1.2.7 <u>Section 65865 of the California Government Code</u> allows cities to enter into development agreements with any person having a legal or equitable interest in real property for the development of the property under the Development Agreement Laws.

### PURPOSES OF THIS AMENDMENT.

- 2.1 <u>Pre-Existing Agreement</u>. The purpose of this Amendment is (a) to rescind the obligation of the City under the Pre-Existing Agreement to convey the Valencia Parcel to SOCCCD and (b) to remove both of the Parcels from the coverage of the Pre-Existing Agreement by changing the definition of "SOCCCD Property."
- 2.2 <u>Consideration</u>. The Parties acknowledge that the consideration to be received by City and SOCCCD pursuant to this Amendment and the Valencia Agreement constitute sufficient consideration to support the covenants and agreements of City and SOCCCD.
- 3. **EFFECTIVE DATE.** Notwithstanding the dates on which the enacting ordinance becomes effective and this Amendment is recorded, it shall not become effective by its terms until such date (the "Amendment Effective Date") as the close of escrow for the Valencia Agreement shall occur. Such close of escrow shall be evidenced by the recordation in the Official Records of a Memorandum of Amendment Effective Date, to be recorded upon the close of escrow of the Valencia Agreement. In the event that the Amendment Effective Date shall not have occurred on or before September 30, 2014 (the "Outside Effective Date"), then this Amendment shall terminate and be of no further force or effect. The Parties may, however, extend the Outside Effective Date without processing an amendment to this Amendment or the Pre-Existing Agreement on one or more occasions provided that such extension is reduced to writing and executed by the City's City Manager and SOCCCD's Chancellor. Until the Amendment Effective Date, the Pre-Existing Agreement shall remain unaffected and in full force and effect and shall likewise remain in full force and effect if this Amendment terminates without ever having become effective.
- 4. SUBLEASE. Upon the closing of the Valencia Agreement, the Original Sublease (as amended by Amendment No. 1 thereto) will be amended pursuant to that certain Amendment No. 2 thereto in the form attached as an exhibit to the Valencia Agreement (the "Valencia Sublease Amendment"; the Original Sublease as modified by Amendment No. I thereto and the Valencia Sublease Amendment shall be referred to herein as the "Updated Sublease"). Pursuant to the Valencia Sublease Amendment, the Initial Sublease Area will be modified to remove the Valencia Parcel. The remaining real property covered by the Updated Sublease is hereinafter called the "Updated Sublease Area." The Updated Sublease Area will be more particularly described in that certain Amendment No. 2 to Short Form Notice of Sublease in the form attached as an exhibit to the Valencia Agreement ("Amendment No. 2 to Notice of Sublease"), which will be recorded in the Official Records upon the closing of the Valencia Agreement.

### 5. TRANSFER OF SUBSEQUENT PARCELS.

- 5.1 <u>Exclusion of Valencia Parcel</u>. Notwithstanding anything to the contrary in the Pre-Existing Agreement, the Valencia Parcel shall not be included in the term "Subsequent Parcels" and the City shall have no obligation to convey the Valencia Parcel to SOCCCD. Upon the conveyance of the Valencia Parcel to the City by the Navy, the City shall retain the Valencia Parcel for uses in accordance with the Valencia Agreement.
- 5.2 <u>Escrow Instructions</u>. This Amendment shall constitute an Amendment to the joint escrow instructions of SOCCCD and City to Escrow Holder (First American Title) contained in the Pre-Existing Agreement.
- 6. **DEFINITION OF "SOCCCD PROPERTY."** The real property governed by the Pre-Existing Agreement as amended by this Amendment shall be known as the "SOCCCD Property." Upon the close of escrow of the Valencia Agreement, the real property governed by the Pre-Existing Agreement as amended hereby, and the definition of "SOCCCD Property" as used in the Pre-Existing Agreement as amended hereby, shall be deemed to exclude the both of the Parcels.
- 6.1 SOCCCD Property on Amendment Effective Date. The term "SOCCCD Property on Amendment Effective Date" describes the property in Tustin Legacy that will be owned or subleased by SOCCCD on the Amendment Effective Date after the consummation of the transfers contemplated by the Valencia Agreement. The SOCCCD Property on Amendment Effective Date is more particularly described in <a href="Exhibit C">Exhibit C</a> attached hereto, which shall supersede and replace Exhibit D to the Pre-Existing Agreement.
- "SOCCCD Property after County Exchange" describes the property in Tustin Legacy that will be owned or subleased by SOCCCD after the close of the County-SOCCCD Land Exchange. The SOCCCD Property after County Exchange is more particularly described in Exhibit D attached hereto, which shall supersede and replace Exhibit E to the Pre-Existing Agreement. Upon the closing of the County-SOCCCD Land Exchange, the real property governed by the Pre-Existing Agreement as amended hereby, and the meaning of the term "SOCCCD Property," shall, automatically and without further action by either Party, be deemed to encompass the SOCCCD Property after County Exchange as described in Exhibit D attached hereto.
- 7. **Revised LUAP**. Attached hereto as <u>Exhibit E</u>, is a revised Land Use and Access Plan ("LUAP") showing the general features of the development planned for the SOCCCD Property, including access points and land uses. The attached <u>Exhibit E</u> shall supersede and replace Exhibit F to the Pre-Existing Agreement.
- 8. EFFECT OF VALENCIA AGREEMENT ON PRE-EXISTING AGREEMENT. The Parties hereto acknowledge and agree that neither the square footage of development permitted by the Pre-Existing Agreement nor the ratio of Land Use Category 1 to Land Use Category 2 development nor the number of trips assigned to the SOCCCD Property shall be

affected by SOCCCD's relinquishment of its rights to the Valencia Parcel, the conveyance of the Strip Parcel or by any other provision of the Valencia Agreement.

9. ADEQUACY OF AMENDMENT CEQA DOCUMENT. SOCCCD acknowledges that the Amendment CEQA Document is a legally adequate and sufficient document, prepared and approved in a manner consistent with all applicable provisions of federal and state law.

### 10. REPRESENTATIONS.

- Amendment and on and as of the Closing, City has full capacity, right, power and authority to execute, deliver and perform this Amendment and all documents to be executed by City pursuant hereto, and all required action and approvals therefor have been duly taken and obtained for the closing of the Valencia Agreement. The individuals signing this Amendment and all other documents executed or to be executed pursuant hereto on behalf of City shall be duly authorized to sign the same on City's behalf and to bind City thereto. This Amendment and all documents to be executed pursuant hereto by City are and shall be binding upon and enforceable against City in accordance with their respective terms.
- 10.2 SOCCCD. SOCCCD hereby represents to City that on and as of the date of this Amendment and on and as of the Closing, SOCCCD has full capacity, right, power and authority to execute, deliver and perform this Amendment and all documents to be executed by SOCCCD pursuant hereto, and all required action and approvals therefore have been duly taken and obtained for the closing of the Valencia Agreement. The individuals signing this Amendment and all other documents executed or to be executed pursuant hereto on behalf of SOCCCD shall be duly authorized to sign the same on SOCCCD's behalf and to bind SOCCCD thereto. This Amendment and all documents to be executed pursuant hereto by SOCCCD are and shall be binding upon and enforceable against SOCCCD in accordance with their respective terms.
- 11. **EFFECT OF AMENDMENT**. Except as specifically otherwise set forth in this Amendment, the Pre-Existing Agreement shall remain in full force and effect as set forth therein.

[Signatures Included on Following Pages]

	CITY OF TUSTIN, a California municipal corporation
	Name: Jeffrey C. Parker Title: City Manager
Approved as to Form: City Attorney or Special Counsel	
By:	
	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a California public agency
	By:
Approved as to Form: SOCCCD Counsel	
Jackson, DeMarco, Tidus & Peckenpa	ugh
D	

Andrew P. Bernstein, Esq.

STATE OF CALIFOR	ENIA	
COUNTY OF		
On	, 2014, before me,	
0.1	, 2011, 001010 1110,	(here insert name and title of the officer)
be the person whose he/she executed the s	name is subscribed to the wi- same in his/her authorized ea	d to me on the basis of satisfactory evidence to thin instrument and acknowledged to me that apacity, and that by his/her signature on the lf of which the person acted, executed the
I certify under PENA foregoing paragraph is		the laws of the State of California that the
WITNESS my hand a	nd official seal.	(SEAL)
Signature:		
STATE OF CALIFO	RNIA	
COUNTY OF		
On	, 2014, before me,	
		(here insert name and title of the officer)
be the person whose he/she executed the	name is subscribed to the wisame in his/her authorized of	d to me on the basis of satisfactory evidence to ithin instrument and acknowledged to me that capacity, and that by his/her signature on the alf of which the person acted, executed the
I certify under PEN foregoing paragraph		the laws of the State of California that the
WITNESS my hand a	and official seal.	(SEAL)
Signature:		_

Exhibit A

**Legal Description** 

of

The Valencia Parcel

(Area 10)

(#1147474)



April 19, 2013 BKF No. 20122006-13 Page 1 of 2

# LEGAL DESCRIPTION OF AREA NO. 10 Tustin, CA Portion of APN: 430-282-11 and All of APN: 430-282-10

Real property situated in the City of Tustin, County of Orange, State of California, described as follows:

Being a portion of PARCEL IV-J-4 and all of PARCEL IV-J-5 as said parcels are described in that certain document entitled "SHORT FORM NOTICE OF LEASE IN FURTHERANCE OF CONVEYANCE" filed for record on May 14, 2002 in Doc. No. 20020404590, Records of Orange County, more particularly described as follows:

BEGINNING at the most northeasterly corner of said PARCEL IV-J-5;

Thence along the easterly line of said PARCEL IV-J-5, South 07°11'09" West, 236.11 feet to the southwesterly line of said PARCEL IV-J-5;

Thence along said southwesterly line of PARCEL IV-J-5 and PARCEL IV-J-4 the following five (5) courses:

- 1. North 73°31'26" West, 47.60 feet;
- 2. South 64°04'33" West, 24.04 feet to the beginning of a tangent curve having a radius of 1038.68 feet;
- 3. Northwesterly along said curve, through a central angle of 05°27'40", for an arc length of 99.00 feet to the beginning of a compound curve, having a radius of 1353.04 feet;
- 4. Along said curve northwesterly, through a central angle of 16°07'53" for an arc length of 380.94 feet;
- 5. North 49°19'54" West, 183.81 feet;

Thence leaving said southwesterly line, North 40°40'06" East, 325.27 feet to the northeasterly line of said PARCEL IV-J-4;

Thence along said northeasterly line of said PARCEL IV-J-4 and continuing along the northeasterly line of said PARCEL IV-5, South 49°10'56" East, 576.11 feet to the POINT OF BEGINNING.

Containing an area of 197,272 square feet or 4.529 acres more or less.

Being a portion of Assessor's Parcel Number 430-282-11 and all of Assessor parcel number 430-282-10

HERRIT RIPAG

MU. MARIOR

OF HALL

As shown on "Schedule 1" attached hereto and made a part hereof.

For: BKF Engineers

By:

Davis Thresh, P.L.S. No. 6868 License expires: 09-30-2014

Date:

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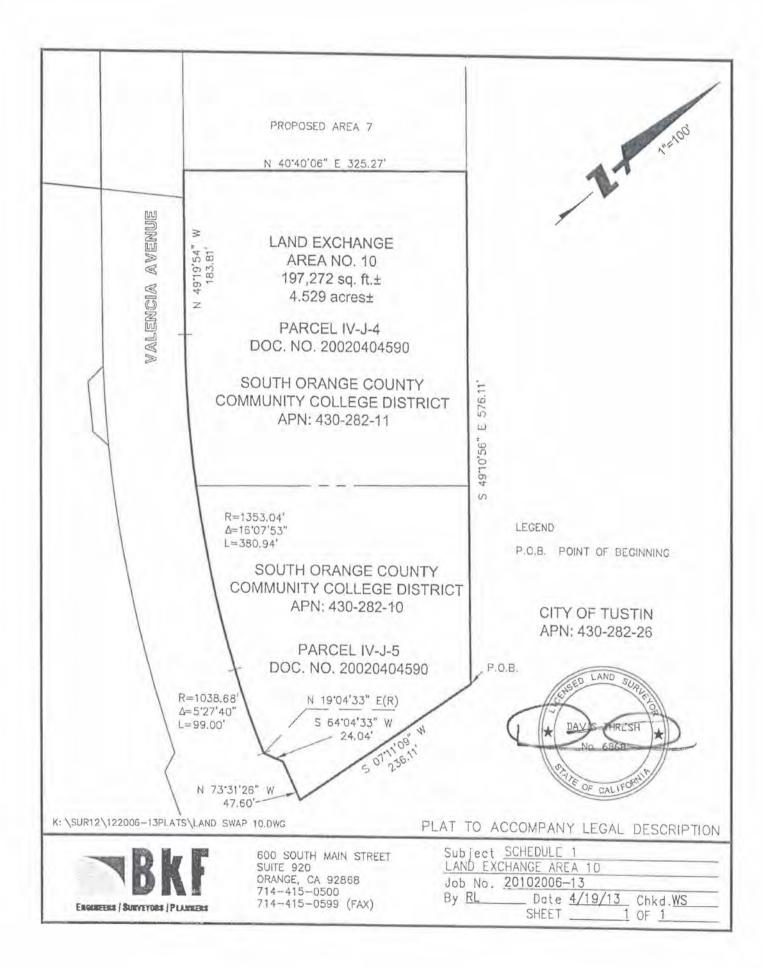


Exhibit B

Legal Description

of

The Strip Parcel

(Area 16)

(#1199289)

## **PSOMAS**

# Legal Description Exhibit "A"

## Parcel I-E-4

## (Portion of Reuse Plan Disposition Site 1)

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

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#### Parcel I-E-4

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Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of South 40°37'39" East between Valencia Avenue and Warner Avenue; thence South 49°20'07" East 103.05 feet; thence South 40°39'53" West 52.00 feet to the True Point of Beginning; thence South 49°20'07" East 3.18 feet to the beginning of a curve concave southwesterly having a radius of 1348.04 feet; thence southeasterly along said curve 45.04 feet through a central angle of 1°54'51" to the beginning of a compound curve concave southwesterly having a radius of 42.00 feet, a radial line to said beginning bears North 42°34'44" East; thence southeasterly along said curve 11.95 feet through a central angle of 16°18'19"; thence South 31°06'57" East 31.73 feet to the beginning of a curve concave northeasterly having a radius of 58.00 feet; thence southeasterly along said curve 12.87 feet through a central angle of 12°42'56"; thence South 43°49'53" East 61.09 feet to the beginning of a curve concave northeasterly having a radius of 58.00 feet; thence southeasterly along said curve 14.33 feet through a central angle of 14°09'14"; thence South 57°59'07" East 36.66 feet to the beginning of a curve concave southwesterly having a radius of 42.00 feet, thence southeasterly along said curve 10.38 feet through a central angle of 14°09'17"; thence South 43°49'50" East 9.46 feet to the beginning of a curve

DATE 5-6-07

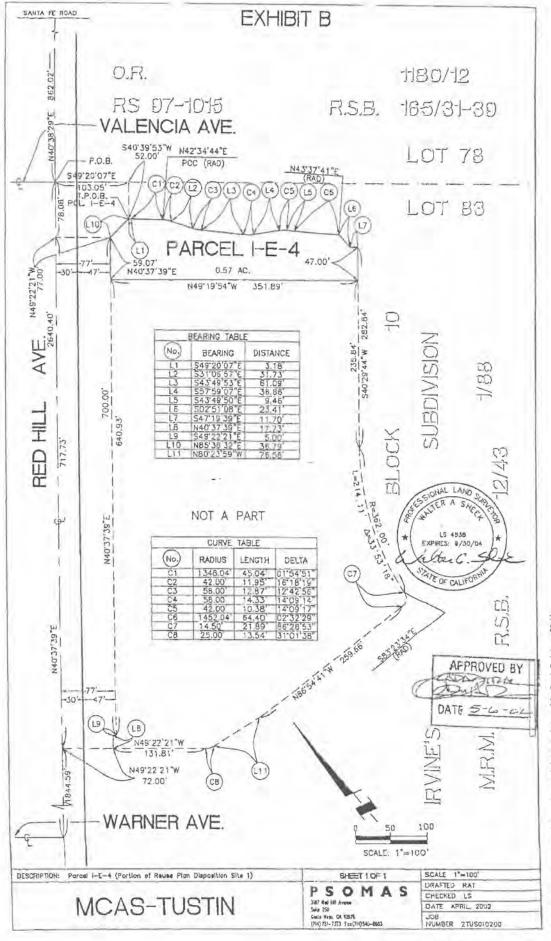
## **PSOMAS**

## Legal Description Exhibit "A"

### Parcel I-E-4

## (Portion of Reuse Plan Disposition Site 1)

concave northeasterly having a radius of 1452.04 feet; thence southeasterly along said 1 curve 64.40 feet through a central angle of 2°32'29"; thence South 02°51'08" East 23.41 2 feet; thence South 47°19'39" East 11.70 feet; thence South 40°29'44" West 47.00 feet; 3 thence North 49°19'54" West 351,89 feet to a point on a line parallel with and distant 4 77.00 feet southeasterly from the centerline of said Red Hill Avenue; thence along said 5 parallel line North 40°37'39" East 59.07 feet to a point lying South 85°38'32" West 36.79 6 feet from the True Point of Beginning; thence leaving said parallel line 7 North 85°38'32" East 36.79 feet to the True Point of Beginning. 8 9 Containing 24,672 square feet or 0.57 acres, more or less. 10 11 12 As shown on Exhibit "B" attached hereto and by this reference made a part hereof. 13 14 prepared under my supervision 15 16 17 Walter A. Sheek P.L.S. 4838 LS 4838 18 EXPIRES: 9/30/04 19 Revised April 17, 2002 20 ATE OF CALIFORN 21 APPROVED BY 22



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Exhibit C

**Legal Description** 

of

**SOCCCD Property on Amendment Effective Date** 

(Area H2)

(#1202859)



May 06, 2014 BKF No. 20122006-13 Page 1 of 5

# SOCCCD Property on Effective Date w/ ROW Tustin, CA AREA H2 Portion of APN: 430-283-16 and 430-283-18 And all of 430-283-10 and 430-283-09

Real property situated in the City of Tustin, County of Orange, State of California, described as follows:

Being a portion of PARCEL I-E-1.1, as said parcel is described in that certain document entitled, "QUITCLAIM DEED AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471", filed for record on April 29, 2004 in Document No. 2004000369376,

And a portion of PARCEL IV-J-6 and all of PARCEL IV-J-7, as said parcels are described in that certain document entitled "SHORT FORM NOTICE OF LEASE IN FURTHERANCE OF CONVEYANCE", filed for record on May 14, 2002 in Document No. 20020404590,

And a portion of PARCEL 1-E-2 as said parcel is described in that certain document entitled "QUITCLAIM DEED E AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471", filed for record on May 14, 2002 in Document No. 20020404595, Records of Orange County, more particularly described as follows;

#### AREA H2:

COMMENCING at the most northwesterly corner of said PARCEL 1-E-2;

Thence along the northwesterly line of said PARCEL I-E-2, the following five (5) courses:

- 1. North 40°37'39" East, 50.00 feet;
- 2. South 49°22'21" East, 12.00 feet;
- 3. North 40°37'39" East, 180.00 feet;
- 4. North 49°22'21" West, 12.00 feet;
- North 40°37'39" East, 343.98 feet the TRUE POINT OF BEGINNING;

Thence continuing along said northwesterly the following ten (10) courses:

- 1. North 40°37'39" East, 376.02 feet;
- 2. North 49°22'21" West, 5.00 feet;
- 3. North 40°37'39" East, 797.89 feet;

- South 49°22'21" East, 131.81 feet to the beginning of a tangent curve concave to the northeast, having a radius of 25.00 feet;
- 5. Along said curve, through a central angle of 31°01'38", for an arc length of 13.54 feet;
- 6. South 80°23'59" East, 76.58 feet;
- South 86°54'41" East, 259.66 feet the beginning of a tangent curve, concave to the northwest, having a radius of 14.50 feet;
- Easterly and northerly along said curve, through a central angle of 86°28'53", for an arc length of 21.89 feet to the beginning of a reverse curve, having a radius of 362.00 feet;
- Northerly and northeasterly along said reverse curve to the right through a central angle of 33°53'17", for an arc length of 214.11 feet;
- 10. North 40°29'44" East, 282.84 feet to the northeasterly line of said PARCEL I-E-1.1;

Thence continuing along said northeasterly line said PARCEL J-E-1.1, South 47°19'39" East, 44.34 feet;

Thence continuing along last said northeasterly line of said PARCEL I-E-1.1, the following four (4) courses:

- 1. North 85°40'06" East, 24.04 feet;
- South 49°19'54" East, 9.96 feet to the beginning of a tangent curve concave to the northeast having a radius of 3,108.58 feet;
- Southeasterly along said curve, through a central angle of 02°18'05", for an arc length of 124.86 feet to the beginning of a reverse curve, having a radius of 3,092.58 feet;
- Southeasterly along said reverse curve through a central angle of 02°18'05", for an arc length of 124.22 feet;

Thence continuing along said northeasterly line and the northeasterly line of said parcel IV-J-6, the following sixteen (16) courses:

- South 49°19'54" East, 313.83 feet to the beginning of tangent curve concave to the northeast; having a radius of 1,447.04 feet;
- 2. Along said curve, through a central angle of 01°23'53", for an arc length of 35.31 feet;
- South 04°58'49" East, 24.36 feet;
- 4. South 54°27'57" East, 56.24 feet;
- 5. North 83°15'15" East, 22.96 feet to the beginning of a non tangent curve concave to the northeast, having radius of 1,447.04 feet, to which point a radial line bears South 35°44'30" West;
- Southeasterly along said curve, through a central angle of 11°53′59", for an arc length of 300.54 feet;

- 7. South 66°09'29" East, 52.51 feet;
- 8. South 21°09'25" East, 24.04 feet;
- 9. South 68°17'15" East, 62.36 feet:
- Thence North 64°09'20" East, 23.85 feet to the beginning of a non tangent curve concave to the northeast, having a radius of 1,090.18 feet, to which point a radial line bears South 19°14'54" West;
- Southeasterly along said curve, through a central angle of 04°56'38", for an arc length of 94.07 feet to the beginning of a compound curve, having a radius of 1,464.04 feet;
- 12. Along said curve, through a central angle of 00°41'45", for an arc length of 17.78 feet to the beginning of a reverse curve, having a radius of 142.00 feet;
- 13. Along said reverse curve through a central angle of 11°54'29", for an arc length of 29.51 feet;
- South 64°29'00" East, 15.88 feet to the beginning of a tangent curve concave to the northeast, having a radius of 158.00 feet;
- 15. Along said curve, through a central angle of 14°52'27", for an arc length of 41.02 feet;
- 16. South 79°21'27" East, 218.54 feet to the southeasterly line of said PARCEL IV-J-6;

Thence leaving said line and along said southeasterly line the following eleven (11) courses:

- South 31°20'58" East, 40.12 feet; to the beginning of a non tangent curve, concave to the west, having a radius of 1,354.04 feet, to which point a radial line bears South 73°20'33" East;
- Southerly along said curve, through a central angle of 02°02'49", for an arc length of 48.38 feet to the beginning of a compound curve, having a radius of 42.00 feet;
- Southwesterly, along said compound curve through a central angle of 16°11'24", for an arc length
  of 11.87 feet;
- South 34°53'40" West, 33.43 feet to the beginning of a tangent curve concave the east, having a radius of 58.00 feet;
- 5. Along said curve, through a central angle of 13°44'05", for an arc length of 13.90 feet to the beginning of a reverse curve, having a radius of 1,3420.04 feet;
- Southerly along said reverse curve to through a central angle of 02°27'21" for an arc length of 57.52 feet to the beginning of a reverse curve, having a radius of 58.00 feet;
- Southerly, along said reverse curve through a central angle of 13°44'05", for an arc length of 13.90 feet;
- South 09°52'51" West, 33.43 feet to the beginning of a tangent curve concave to the northwest, having a radius of 42.00 feet;

- Along said curve, through a central angle of 16°11'24", for an arc length of 11.87 feet to the beginning of a compound curve, having a radius of 1,354.04 feet;
- 10. Along said compound curve through a central angle of 23°27'25", for an arc length of 554.34 feet;
- 11. North 15°49'01" West, 382.89 feet to the southeasterly line of said PARCEL IV-J-7;

Thence leaving said southeasterly line of said PARCEL IV-J-6 and along the southeasterly line of said PARCEL IV-J-7, South 71°36'25" West, 351.77 feet;

Thence continuing along said southeasterly line of said APARCEL IV-J-7 and continuing along said southeasterly line of PARCEL IV-J-6, North 77°38′59" West, 256.30 feet;

Thence along the southeasterly line of said PARCEL IV-J-6, the following four (4) courses:

- 1. South 40°38'46" West, 486.27 feet;
- South 49°21'14" East, 459.00 feet to the beginning of a non tangent curve concave to the southeast, having a radius of 1,446.04 feet, to which point a radial line bears North 29°41'43" West;
- Southwesterly along said curve, through a central angle of 21°07'46", for an arc length of 533.27 feet:
- South 39°10'31" West, 163.56 feet to the southwesterly line of said PARCEL IV-J-6;

Thence along last said southwesterly line, North 33°57'12" West, 70.07 feet to the westerly line of said PARCEL IV-J-6;

Thence leaving said southwesterly line and along said westerly line, North 09°21'06" East, 300,94 feet to the southeasterly line of said PARCEL I-E-1.1;

Thence along last said southeasterly line the following four (4) courses:

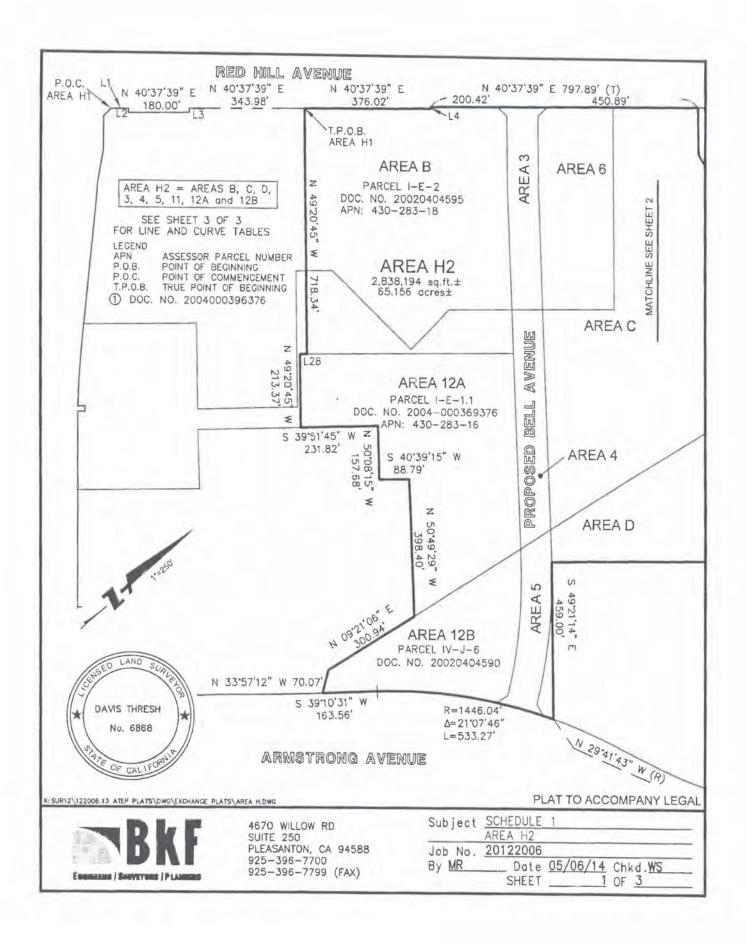
- 1. North 50°49'29" West, 398.40 feet;
- 2. South 40°39'15" West, 88.79 feet;
- 3. North 50°08'15" West, 157.68 feet;
- 4. South 39°51'45" West, 231.82 feet,

Thence leaving last said line, North 49°20'45" West, 213.37 feet;

Thence North 40°39'15" East, 20.88 feet;

Thence North 49°20'45" West, 718.34 to the TRUE POINT OF BEGINNING.

Containing a total area of 2,838,194 square feet, 65,156 acres more or less.
Being a portion of Assessor's Parcel Numbers: 430-283-16 and 430-283-18.
Being all of Assessor Parcel Numbers 430-283-09 and 430-283-10.
As shown on "Schedule 1" attached hereto and made a part hereof.
For: BKF Engineers
Davis Thresh, P.L.S. No. 6868 License expires: 09-30-2014
Date:  K:\Sur\2\122006.13 ATEP Land Swap Plats\DWG\MAIN\LAND EXCHANGE LEGALS\AREA   I doc



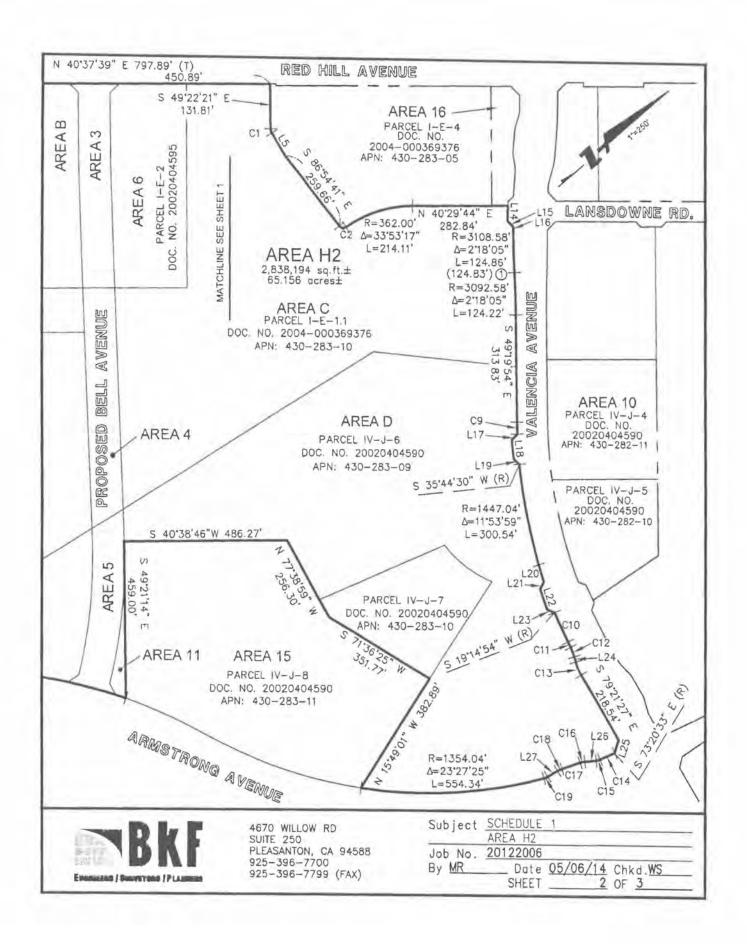


Exhibit D

**Legal Description** 

of

**SOCCCD Property after County Exchange** 

(Area I2)

(#1202860)



May 06, 2014 BKF No. 20122006-13 Page 1 of 4

# SOCCCD Property after County Exchange w/ROW Tustin, CA AREA 12 Portion of APN: 430-283-16, 430-283-18 and 430-283-09 And all of 430-283-10 and 430-283-11

Real property situated in the City of Tustin, County of Orange, State of California, described as follows:

Being a portion of PARCEL I-E-1,1, as said parcel is described in that certain document entitled, "QUITCLAIM DEED AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471", filed for record on April 29, 2004 in Document No. 2004000369376,

And a portion of PARCEL IV-J-6 and all of PARCEL IV-J-7 and PARCEL IV-J-8 as said parcels are described in that certain document entitled "SHORT FORM NOTICE OF LEASE IN FURTHERANCE OF CONVEYANCE", filed for record on May 14, 2002 in Document No. 20020404590,

And a portion of PARCEL 1-E-2 as said parcel is described in that certain document entitled "QUITCLAIM DEED E AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471", filed for record on May 14, 2002 in Document No. 20020404595, Records of Orange County, more particularly described as follows;

#### AREA 12:

COMMENCING at the most northwesterly corner of said PARCEL 1-E-2;

Thence along the northwesterly line of said PARCEL I-E-2, the following five (5) courses:

- 1. North 40°37'39" East, 50.00 feet;
- 2. South 49°22'21" East, 12.00 feet;
- 3. North 40°37'39" East, 180.00 feet;
- 4. North 49°22'21" West, 12,00 feet;
- 5. North 40°37'39" East, 343.98 feet the TRUE POINT OF BEGINNING;

Thence continuing along said northwesterly and continuing along the northwesterly liner of said PARCEL I-E-1.1 line the following ten (10) courses:

- 1. North 40°37'39" East, 376.02 feet;
- North 49°22'21" West, 5.00 feet;
- 3. North 40°37'39" East, 797.89 feet;
- South 49°22'21" East, 131.81 feet to the beginning of a tangent curve concave to the northeast, having a radius of 25.00 feet;

- 5. Along said curve, through a central angle of 31°01'38", for an arc length of 13.54 feet;
- 6. South 80°23'59" East, 76.58 feet;
- 7. South 86°54'41" East, 259.66 feet the beginning of a tangent curve concave to the northwest, having a radius of 14.50 feet;
- Along said curve, through a central angle of 86°28'53", for an arc length of 21.89 feet to the beginning of a reverse curve, having a radius of 362.00 feet;
- Along said reverse curve to the right through a central angle of 33°53'17", for an arc length of 214.11 feet;
- 10. North 40°29'44" East, 282.84 feet to the northeasterly corner of PARCEL I-E-1.1;

Thence continuing along the northeasterly line of said PARCEL I-E-1.1. South 47°19'39" East, 44.34 feet:

Thence continuing along last said northeasterly line of said PARCEL 1-E-1.1 the following four (4) courses:

- 1. North 85°40'06" East, 24.04 feet;
- South 49°19'54" East, 9.96 feet to the beginning of a tangent curve concave to the northeast having a radius of 3,108.59 feet;
- Southeasterly along said curve, through a central angle of 02°18'05", for an arc length of 124.86 feet to the beginning of a reverse curve, having a radius of 3,092.58 feet;
- Southeasterly along said reverse curve through a central angle of 02°18'05", for an arc length of 124.22 feet;

Thence continuing along said northeasterly line and the northeasterly line of said parcel IV-J-6, the following sixteen (16) courses:

- South 49°19'54" East, 313.83 feet to the beginning of tangent curve concave to the northeast, having a radius of 1,447.04 feet;
- 2. Along said curve, through a central angle of 01°23'53", for an arc length of 35.31 feet;
- 3. South 04°58'49" East, 24,36 feet;
- 4. South 54°27'57" East, 56.24 feet;
- North 83°15'15" East, 22.96 feet to the beginning of a non tangent curve concave to the northeast, having radius of 1,447.04 feet to which point a radial line bears South 35°44'30" West;
- 6. Along said curve, through a central angle of 11°53'59", for an arc length of 300.54 feet;
- 7. South 66°09'29" East, 52.51 feet;

- 8. South 21°09'25" East, 24.04 feet;
- 9. South 68°17'15" East, 62.36 feet;
- 10. Thence North 64°09'20" East, 23.85 feet to the beginning of a non tangent curve concave to the northeast, having a radius of 1,090.18 feet;
- 11. Southeasterly along said curve, through a central angle of 04°56'38", for an arc length of 94.07 feet to the beginning of a compound curve, having a radius of 1,464.04 feet;
- 12. Along said curve, through a central angle of 00°41'45", for an arc length of 17.78 feet to the beginning of a reverse curve, having a radius of 142.00 feet;
- 13. Along said reverse curve through a central angle of 11°54'29", for an arc length of 29.51 feet;
- 14. South 64°29'00" East, 15.88 feet to the beginning of a tangent curve concave to the northeast, having a radius of 158.00 feet;
- 15. Along said curve, through a central angle of 14°52'27", for an arc length of 41.02 feet;
- 16. South 79°21'27" East, 218.54 feet to the southeasterly line of said PARCEL IV-J-6;

Thence leaving said line and along said southeasterly line the following twelve (12) courses:

- 1. South 31°20'58" East, 40.12 feet; to the beginning of a non tangent curve, concave to the west, having a radius of 1,354.04 feet, to which point a radial line bears South 73°20'33" East;
- 2. Southerly along said curve, through a central angle of 02°02'49", for an arc length of 48.38 feet to the beginning of a compound curve, having a radius of 42.00 feet;
- Southwesterly along said compound curve through a central angle of 16°11'24", for an arc length of 11.87 feet:
- 4. South 34°53'40" West, 33.43 feet to the beginning of a tangent curve concave the east, having a radius of 58.00 feet;
- 5. Along said curve, through a central angle of 13°44'05", for an arc length of 13.90 feet to the beginning of a reverse, having a radius of 1,342.04 feet;
- 6. Southerly along said reverse curve to through a central angle of 02°27′21" for an arc length of 57.52 feet to the beginning of a reverse curve, having a radius of 58.00 feet;
- Southerly, along said reverse curve through a central angle of 13°44'05", for an arc length of 13.90 feet;
- 8. South 09°52'51" West, 33.42 feet to the beginning of a tangent concave to the northwest, having a radius of 42.00 feet;
- 9. Southwesterly along said curve, through a central angle of 16°11'24", for an arc length of 11.87 feet; to the beginning of a compound curve, having a radius of 1,354.04 feet;

- Southwesterly, along a compound curve through a central angle of 41°31'35", for an arc length of 981.37 feet;
- 11. South 67°35'50" West 139.46 feet to the beginning of a tangent curve concave to the southeast, having a radius of 1,446.04 feet;
- 12. Thence along said curve, through a central angle of 14°13'35", for an arc length of 359.05 feet;

Thence leaving said southeasterly line, North 09°19'25" East, 37.52 feet to the beginning of a non tangent curve, having a radius of 1,354.00 feet, to which point a radial line bears North 55°16'36" East;

Thence along said curve, through a central angle of 14°37'50", for an arc length of 345.75 feet;

Thence North 49°21'14" West, 47.55 feet;

Thence North 50°48'31" West, 611.91 feet;

Thence South 40°39'15" West, 615.85 feet;

For: BKF Engineers

Thence North 49°20'45" West, 718.34 feet to the POINT OF BEGINNING.

Containing an area of 2,838,645 square feet, or 65.166 acres more or less.

Being a portion of Assessor Parcel Numbers: 430-283-16, 430-283-18 and 430-283-09 And all of Assessor Parcel Numbers 430-283-10 and 430-10-11

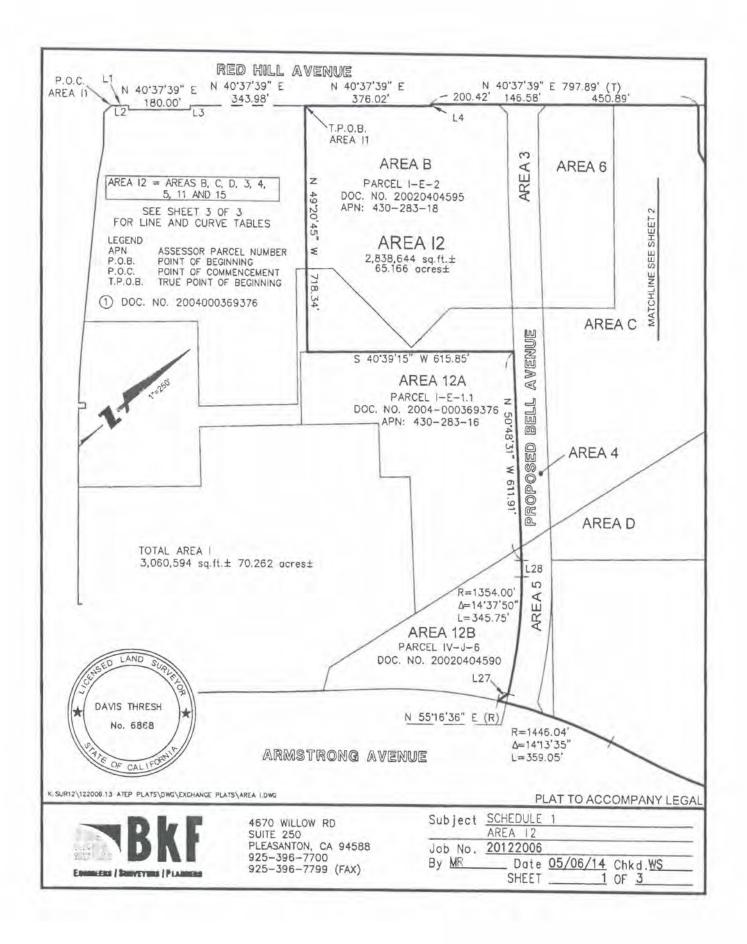
As shown on "Schedule 1" attached hereto and made a part hereof.

By:

Davis Thresh, P.L.S. No. 6868
License expires: 09-30-2014

Date:

K\Sur12\122006 13 ATEF Land Swap Plats\DWG\MAIN\LAND EXCHANGE LEGALS\AREA I doc



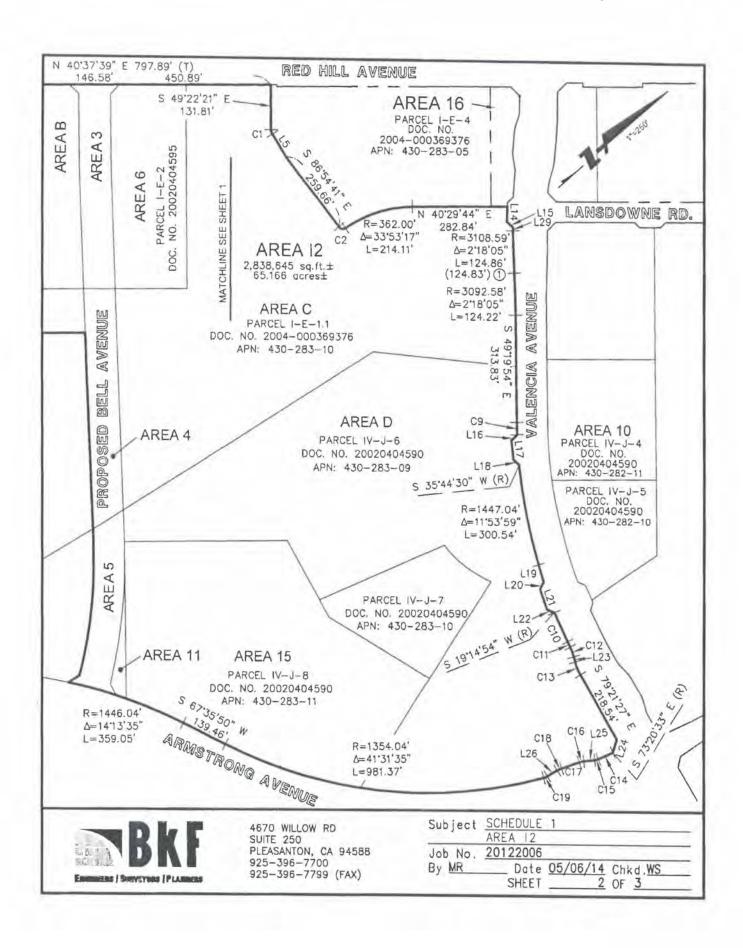
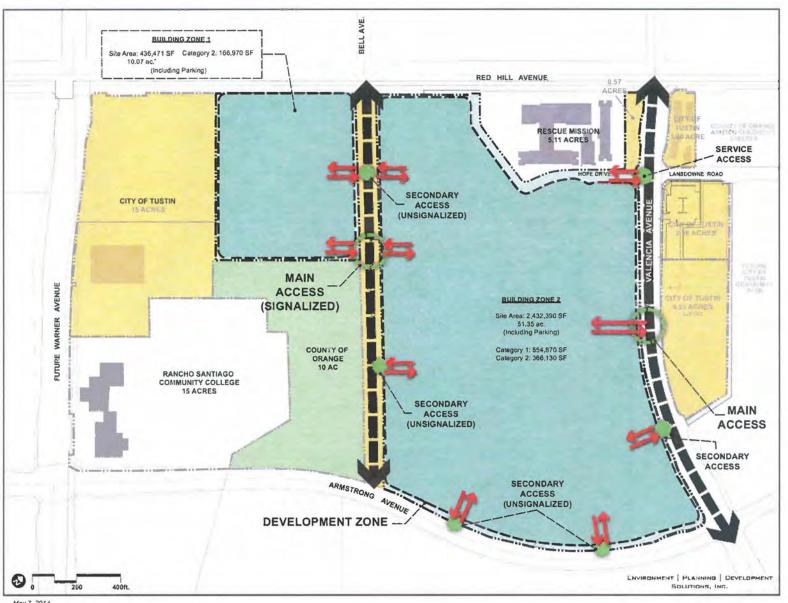


Exhibit E

Revised LUAP

(#1202880)





#### SUMMARY:

Total Site: 61.42 ac.+

Total Land Use Category 1 Square Footage: 554,870 SF

Total Land Use Category 2 Square Footage: 533,100 SF

Total Building Square Footage: 1,087,970 SF

\*Acreages are conceptual and for traffic analysis purposes only. SOCCCD authorization of acreages has not occurred.

LAND USE - ACCESS & PARKING (LUAP) LAND USE CATEGORIES 1 & 2

## **EXHIBIT E**

**General Escrow Provisions** 

#### Escrow General Provisions-REVISED JUNE 20, 2011

Receipt of these provisions deems acceptance of the terms. Please read for general information about the escrow process.

#### 1. SPECIAL DISCLOSURES:

#### A. DEPOSIT OF FUNDS & DISBURSEMENTS

Unless directed in writing to establish a separate, interest-bearing account together with all necessary taxpayer reporting information, all funds shall be deposited in general escrow accounts in a federally insured financial institution including those affiliated with Escrow Holder ("depositories"). All disbursements shall be made by Escrow Holder's check or by wire transfer unless otherwise instructed in writing. The Good Funds Law (California Insurance Code 12413.1) mandates that Escrow Holder may not disburse funds until the funds are, in fact, available in Escrow Holder's account. Wire transfers are immediately disbursable upon confirmation of receipt. Funds deposited by a cashier's or certified check are generally available on the next banking day following deposit. Funds deposited by a personal check and other types of instruments may not be available until confirmation from Escrow Holder's bank which can vary from 2 to 10 days.

#### B. DISCLOSURE OF POSSIBLE BENEFITS TO ESCROW HOLDER

As a result of Escrow Holder maintaining its general escrow accounts with the depositories, Escrow Holder may receive certain financial benefits such as an array of bank services, accommodations, loans or other business transactions from the depositories ("collateral benefits"). All collateral benefits shall accrue to the sole benefit of Escrow Holder and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of any such collateral benefits.

#### C. MISCELLANEOUS FEES

Escrow Holder may incur certain additional costs on behalf of the parties for services performed, or fees charged, by third parties. The fees charged by Escrow Holder for services including, but not limited to, wire transfers, overnight delivery/courier services, etc. may include a mark up over the direct cost of such services to reflect the averaging of direct, administrative and overhead charges of Escrow Holder for such services which shall, in no event, exceed \$10 for each markup.

#### D. METHOD TO DELIVER PAYOFF TO LENDERS/LIENHOLDERS

To minimize the amount of interest due on any existing loan or lien, Escrow Holder will deliver the payoff funds to the lender/lienholder as soon as Escrow Holder is able after confirmation of recordation/close of escrow and as demanded by the lender/lienholder using (a) personal delivery, (b) wire transfer, or (c) overnight delivery service, unless otherwise directed in writing by the affected party. Certain payments such as home equity line of credit payoffs ("HELOCS") may require additional time to process.

#### 2. PRORATIONS & ADJUSTMENTS

The term "close of escrow" means the date on which documents are recorded. All prorations and/or adjustments shall be made to the close of escrow based on the number of actual days, unless otherwise instructed in writing.

#### 3. CONTINGENCY PERIODS

Escrow Holder shall not be responsible for monitoring contingency time periods between the parties. The parties shall execute such documents as may be requested by Escrow Holder to confirm the status of any such periods.

#### 4. REPORTS

- a. Preliminary Report -Escrow Holder has neither responsibility nor liability for any title search that may be performed in connection with the issuance of a preliminary report.
- b. Other Reports-As an accommodation, Escrow Holder may agree to transmit orders for inspection, termite, disclosure and other reports if requested, in writing or orally, by the parties or their agents. Escrow Holder shall deliver copies of any such reports as directed. Escrow Holder is not responsible for reviewing such reports or advising the parties of the content of same.

#### 5. INFORMATION FROM AFFILIATED COMPANIES

Escrow Holder may provide the parties' information to and from its affiliates in connection with the offering of products and services from these affiliates.

THIS COMPANY CONDUCTS ESCROW BUSINESS UNDER CERTIFICATE OF AUTHORITY ISSUED BY THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE.

Copyright Info
Page 1 of 4

#### 6. RECORDATION OF DOCUMENTS

Escrow Holder is authorized to record documents delivered through escrow which are necessary or proper for the issuance of the requested title insurance policy(ies). Buyer will provide a completed Preliminary Change of Ownership Report form ("PCOR"). If Buyer fails to provide the PCOR, Escrow Holder shall close escrow and charge Buyer any additional fee incurred for recording the documents without the PCOR. Escrow Holder is released from any liability in connection with same.

#### 7. PERSONAL PROPERTY TAXES

No examination, UCC search, insurance as to personal property and/or the payment of personal property taxes is required unless otherwise instructed in writing.

#### 8. REAL PROPERTY TAXES

Real property taxes are prorated based on the most current available tax statement from the tax collector's office. Supplemental taxes may be assessed as a result of a change in ownership or completion of construction. Adjustments due either party based on the actual new tax bill issued after close of escrow or a supplemental tax bill will be made by the parties outside of escrow and Escrow Holder is released of any liability in connection with such adjustments. The first installment of California real property taxes is due November 1st (delinquent December 10th) and the second installment is due February 1st (delinquent April 10th). If a tax bill is not received from the County at least 30 days prior to the due date, buyer should contact the County Tax Collector's office and request one. Escrow Holder is not responsible for same.

#### 9. CANCELLATION OF ESCROW

- a. Any party desiring to cancel this escrow shall deliver written notice of cancellation to Escrow Holder. Within a reasonable time after receipt of such notice, Escrow Holder shall send by regular mail to the address on the escrow instructions, one copy of said notice to the other party(ies). Unless written objection to cancellation is delivered to Escrow Holder by a party within 10 days after date of mailing, Escrow Holder is authorized, at its option, to comply with the notice and terminate the escrow. If a written objection is received by Escrow Holder, Escrow Holder is authorized, at its option, to hold all funds and documents in escrow (subject to the funds held fee) and to take no other action until otherwise directed by either the parties' mutual written instructions or a final order of a court of competent jurisdiction. If no action is taken on this escrow within 6 months after the closing date specified in the escrow instructions, Escrow Holder's obligations shall, at its option, terminate. Upon termination of this escrow, the parties shall pay all fees, charges and reimbursements due to Escrow Holder and all documents and remaining funds held in escrow shall be returned to the parties depositing same.
- b. Notwithstanding the foregoing, upon receipt of notice of cancellation by a seller in a transaction subject to the Home Equity Sales Contract law (CC §1695 et seq.), Escrow Holder shall have the right to unilaterally cancel the escrow and may return all documents and funds without consent by or notice to the buyer.

#### 10. CONFLICTING INSTRUCTIONS & DISPUTES

If Escrow Holder becomes aware of any conflicting demands or claims concerning this escrow, Escrow Holder shall have the right to discontinue all further acts on Escrow Holder's part until the conflict is resolved to Escrow Holder's satisfaction. Escrow Holder has the right at its option to file an action in interpleader requiring the parties to litigate their claims/rights. If such an action is filed, the parties jointly and severally agree (a) to pay Escrow Holder's cancellation charges, costs (including the funds held fees) and reasonable attorneys' fees, and (b) that Escrow Holder is fully released and discharged from all further obligations under the escrow. If an action is brought involving this escrow and/or Escrow Holder, the party(ies) involved in the action agree to indemnify and hold the Escrow Holder harmless against liabilities, damages and costs incurred by Escrow Holder (including reasonable attorneys' fees and costs) except to the extent that such liabilities, damages and costs were caused by the negligence or willful misconduct of Escrow Holder.

#### 11. USURY

Escrow Holder is not to be concerned with usury as to any loans or encumbrances in this escrow and is hereby released of any responsibility and/or liability therefore.

THIS COMPANY CONDUCTS ESCROW BUSINESS UNDER CERTIFICATE OF AUTHORITY ISSUED BY THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE.

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#### 12. AMENDMENTS TO ESCROW INSTRUCTIONS

Any amendment to the escrow instructions must be in writing, executed by all parties and accepted by Escrow Holder. Escrow Holder may, at its sole option, elect to accept and act upon oral instructions from the parties. If requested by Escrow Holder the parties agree to confirm said instructions in writing as soon as practicable. The escrow instructions as amended shall constitute the entire escrow agreement between the Escrow Holder and the parties hereto with respect to the subject matter of the escrow.

#### 13. FIRE, HAZARD OR LIABILITY INSURANCE POLICIES

In all matters relating to fire, hazard or liability insurance, Escrow Holder may assume that each policy is in force and that the necessary premium has been paid. Escrow Holder is not responsible for obtaining fire, hazard or liability insurance, unless Escrow Holder has received specific written instructions to obtain such insurance prior to close of escrow from the parties or their respective lenders.

#### 14. COPIES OF DOCUMENTS; AUTHORIZATION TO RELEASE

Escrow Holder is authorized to rely upon copies of documents, which include facsimile, electronic, NCR, or photocopies as if they were an originally executed document. If requested by Escrow Holder, the originals of such documents shall be delivered to Escrow Holder. Escrow Holder may withhold documents and/or funds due to the party until such originals are delivered. Documents to be recorded MUST contain original signatures. Escrow Holder may furnish copies of any and all documents to the lender(s), real estate broker(s), attorney(s) and/or accountant(s) involved in this transaction upon their request. Delivery of documents by escrow to a real estate broker or agent who is so designated in the purchase agreement shall be deemed delivery to the principal.

#### 15. EXECUTION IN COUNTERPART

The escrow instructions and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute the same instruction.

#### 16. TAX REPORTING, WITHHOLDING & DISCLOSURE

The parties are advised to seek independent advice concerning the tax consequences of this transaction, including but not limited to, their withholding, reporting and disclosure obligations. Escrow Holder does not provide tax or legal advice and the parties agree to hold Escrow Holder harmless from any loss or damage that the parties may incur as a result of their failure to comply with federal and/or state tax laws. WITHHOLDING OBLIGATIONS ARE THE EXCLUSIVE OBLIGATIONS OF THE PARTIES. ESCROW HOLDER IS NOT RESPONSIBLE TO PERFORM THESE OBLIGATIONS UNLESS. ESCROW HOLDER AGREES IN WRITING.

#### A. TAXPAYER IDENTIFICATION NUMBER REPORTING

Federal law requires Escrow Holder to report seller's social security number or tax identification number (both numbers are hereafter referred to as the "TIN"), forwarding address, and the gross sales price to the Internal Revenue Service ("IRS"). To comply with the USA PATRIOT Act, certain taxpayer identification information (including, but not limited to, the TIN) may be required by Escrow Holder from certain persons or entities involved (directly or indirectly) in the transaction prior to closing.

Escrow cannot be closed nor any documents recorded until the information is provided and certified as to its accuracy to Escrow Holder. The parties agree to promptly obtain and provide such information as requested by Escrow Holder.

#### B. STATE WITHHOLDING & REPORTING

In accordance with Section 18662 of the Revenue and Taxation Code (R&TC), a buyer may be required to withhold an amount equal to 3 1/3% (.0333) of the sale price, or an optional gain on sale withholding amount certified by the seller in the case of a disposition of California real property interest by either:

- 1. A seller who is an individual, trust, estate, or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the sellers.
- A corporate seller that has no permanent place of business in California immediately after the transfer of title to the California property.

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The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if any of the following applies:

- 1. The sale price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000).
- The seller executes a written certificate under the penalty of perjury certifying that the seller is a corporation with a permanent place of business in California.
- The seller, who is an individual, trust, estate, or a corporation without a permanent place of business in California, executes a written certificate under the penalty of perjury of any of the following:
- The California real property being conveyed is the seller's or decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code (IRC)).
- b. The last use of the property being conveyed was by the transferor as the transferor's principal residence (within the meaning of IRC Section 121).
- c. The California real property being conveyed is, or will be, exchanged for property of like kind (within the meaning of IRC Section 1031), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under IRC Section 1031.
- d. The California real property has been compulsorily or involuntarily converted (within the meaning of IRC Section 1033) and the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC Section 1033.
- e. The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes.

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

<u>Contact FTB:</u> For additional information regarding California withholding or for the Alternative Withholding, contact the Franchise Tax Board at (toll free) 888-792-4900), by e-mail WSCS.GEN@ftb.ca.gov; or visit their website at www.ftb.ca.gov.

#### C. FEDERAL WITHHOLDING & REPORTING

Certain federal reporting and withholding requirements exist for real estate transactions where the seller (transferor) is a non-resident alien, a non-domestic corporation, partnership, or limited liability company; or a domestic corporation, partnership or limited liability company controlled by non-residents; or non-resident corporations, partnerships or limited liability companies.

#### D. TAXPAYER IDENTIFICATION DISCLOSURE

Federal and state laws require that certain forms include a party's TIN and that such forms or copies of the forms be provided to the other party and to the applicable governmental authorities. Parties to a real estate transaction involving seller-provided financing are required to furnish, disclose, and include the other party's TIN in their tax returns. Escrow Holder is authorized to release a party's TINs and copies of statutory forms to the other party and to the applicable governmental authorities in the foregoing circumstances. The parties agree to hold Escrow Holder harmless against any fees, costs, or judgments incurred and/or awarded because of the release of their TIN as authorized herein.

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## EXHIBIT F

Valencia Parcel Commitment

Form No. 1068-2 ALTA Plair, Language Commitment

Commitment No.: NCS-660169-SAI Page Number: 1

2014

August 200

Amended April 3,



## First American Title Company National Commercial Services

18500 Von Karman Ave, Suite 600 Irvine, CA 92612

March 28, 2014

Spring Robinson Jackson, DeMarco, Tidus & Peckenpaugh 2030 Main St Fl 12 Irvine , CA 92614

Phone: (949)851-7474 Fax: (949)752-0597

Customer Reference:

SOCCCD - City of Tustin

Title Officer:

Bob Loera

Title Assistant:

Candyce Albright

Phone:

(949)885-2446

Phone:

(949)885-2443

Email:

rloera@firstam.com

Email:

calbright@firstam.com

Order Number:

NCS-660169-SA1

Property:

APN 430-282-10 and 430-282-11, Tustin, CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

Form No. 1068-2 ALTA Plain Language Commitment Commitment No.: NCS-660169-SA1 Page Number: 2

## First American Title Insurance Company INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

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Schedule B-	2 - Exceptions	
Conditions		

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment,

please contact the issuing office.

Form No. 1068-2 ALTA Plain Language Commitment Commitment No.: NCS-660169-SA1

Page Number: 3

#### COMMITMENT FOR TITLE INSURANCE

#### Issued by

## First American Title Insurance Company

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

Form No. 1068-2 ALTA Plain Language Commitment

SCHEDULE A

Commitment Date: March 17, 2014 at 7:30 A.M.

Policy or Policies to be issued:

Amount

Commitment No.: NCS-660169-SA1

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(A) ALTA Owner's Policy ALTA Extended Owner Policy

\$TBD

Proposed Insured:

To be determined

(B) ALTA Loan Policy ALTA Extended Loan Policy

\$TBD

Proposed Insured:

To be determined

3. (A) The estate or interest in the land described in this Commitment is:

A sub-leasehold estate as created by that certain unrecorded sublease dated April 29, 2004, executed by the City of Tustin, a municipal corporation organized under the laws of the State of California as sub-lessor and South Orange County Community College District as sub-lessee, as disclosed by a Short Form Notice of Sub-lease recorded April 30, 2004 as Instrument No. 2004000373082 of Official Records.

Said sub-lease has been amended by that certain Amendment No. 1 to Short Form Notice of Sub-lease recorded August 9, 2013 as Instrument No. 2013000475494 of Official Records,

(B) Title to said estate or interest at the date hereof is vested in:

South Orange County Comunity College District

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

THOSE PORTIONS OF LOTS 77 AND 78 IN BLOCK 10 OF IRVINE'S SUBDIVISION, IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, AND AS SHOWN ON A MAP FILED IN BOOK 165, PAGES 31 THROUGH 39 OF RECORDS OF SURVEYS, BOTH OF THE RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL IV-J-4 AND ALL OF PARCEL IV-J-5 AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN DOCUMENT ENTITLED "SHORT FORM NOTICE OF LEASE IN FURTHERANCE OF CONVEYANCE" RECORDED MAY 14, 2002 AS INSTRUMENT NO. 20020404590 OF OFFICIAL RECORDS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF SAID PARCEL IV-J-5;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL IV-J-5, SOUTH 07°11'09" WEST, 236.11

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FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL IV-J-5;

THENCE ALONG SAID SOUTHWESTERLY LINE OF PARCEL IV-J-5 AND PARCEL IV-J-4 THE FOLLOWING FIVE (5) COURSES:

- 1. NORTH 73°31'26" WEST, 47.60 FEET;
- 2. SOUTH 64°04'33" WEST, 24.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 1,038.68 FEET TO WHICH POINT A RADIAL LINE BEARS SOUTH 19°04.33. WEST;
- 3. NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°27'40", FOR AN ARC LENGTH OF 99.00 FEET TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 1,353.04 FEET;
- 4. ALONG SAID CURVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 16°07.53. FOR AN ARC LENGTH OF 380.94 FEET;
- 5. NORTH 49°19'54" WEST, 183.81 FEET;

THENCE LEAVING SAID SOUTHWESTERLY LINE, NORTH 40°40'06" EAST, 325.27 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL IV-J-4;

THENCE ALONG SAID NORTHEASTERLY LINE OF SAID PARCEL IV-J-4 AND CONTINUING ALONG THE NORTHEASTERLY LINE OF SAID PARCEL IV-J-5, SOUTH 49°10′56" EAST, 576.11 FEET TO THE POINT OF BEGINNING.

APN: 430-282-10 AND A PORTION OF 430-282-11

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#### SCHEDULE B

## SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): None
- (F) Other: None
- (G) You must give us the following information:
  - Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other: None

The following additional requirements, as indicated by "X", must be met:

- [X] (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.
  - The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- [X] (I) An ALTA/ACSM survey of recent date, which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction

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- (K) The following partnership documentation is required:

   (i) a copy of the partnership agreement, including all applicable amendments thereto
   (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
   (iii) express Partnership Consent to the current transaction
- [] (L) The following corporation documentation is required:

(i) a copy of the Articles of Incorporation

- (ii) a copy of the Bylaws, including all applicable Amendments thereto
- (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
- (iv) express Corporate Resolution consenting to the current transaction
- (M) Based upon the Company's review of that certain partnership/operating agreement dated Not disclosed for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.

- [X] (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
- [X] (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
- [X] (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
- [X] (Q) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.
- [X] (R) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
- (S) Financial statements from the appropriate parties must be submitted to the Company for review,
- [X] (T) A copy of the construction contract must be submitted to the Company for review.
- [X] (U) An inspection of the land must be performed by the Company for verification of the phase of construction.

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#### SCHEDULE B

#### SECTION TWO

#### **EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

- General and special taxes and assessments for the fiscal year 2014-2015, a lien not yet due or payable.
- General and special taxes and assessments for the fiscal year 2013-2014 are exempt. If the
  exempt status is terminated an additional tax may be levied. A.P. No.: 430-282-10 and 430-28211.
- The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- 4. Water rights, claims or title to water, whether or not shown by the public records.
- The effect of a map purporting to show the land and other property, filed October 30, 1942 in Book 12, Page 43 of Record of Surveys.
- The effect of a map purporting to show the land and other property, filed September 16, 1997 in Book 165, Pages 31 through 39 of Record of Surveys.
- The terms and provisions contained in the document entitled "Short Form Notice of Agreement" recorded May 14, 2002 as Instrument No. 20020404589 of Official Records.
- Terms and provisions of an unrecorded lease dated May 13, 2002, by and between United States
  of America, acting by and through the Department of the Navy as lessor and City of Tustin,
  California as lessee, as disclosed by a Short Form Notice of Lease in Furtherance of Conveyance
  recorded May 14, 2002 as Instrument No. 20020404590 of Official Records.
  - Document(s) declaring modifications thereof recorded May 19, 2003 as Instrument No. 2003000570797 of Official Records.
  - Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.
- The effect of a map purporting to show the land and other property, filed May 22, 2003 in Book 194, Pages 19 through 27 of Record of Surveys.
  - A document entitled "Record of Survey Certificate of Correction" recorded February 1, 2012 as Instrument No. 2012000060007 of Official Records.
- The fact that the land lies within the boundaries of the MCAS Tustin Redevelopment Project Area, as disclosed by the document recorded June 18, 2003 as Instrument No. 2003-710836 of Official

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## ATTACHMENT 1

Form No. 1068-2 ALTA Plain Language Commitment

Records.

Document(s) declaring modifications thereof recorded March 28, 2007 as Instrument No. 2007000197041 of Official Records.

- The terms and provisions contained in the document entitled "Agreement Regarding Flooding Indemnity and O & M Plan to Fund and Maintain Water Quality BMPS" recorded June 22, 2006 as Instrument No. 2006000417853 of Official Records.
- 12. The terms and provisions contained in the document entitled "Landscape Maintenance Agreement" recorded January 29, 2009 as Instrument No. 2009000039965 of Official Records. By and between the City of Tustin, a municipal corporation and South Orange County Community College District.
- The terms and provisions contained in the document entitled "Development Agreement and Amended and Restated Agreement" recorded May 23, 2013 as Instrument No. 2013000312295 of Official Records.

The terms and provisions contained in the document entitled "Memorandum of Effective Date of Development Agreement" recorded August 9, 2013 as Instrument No. 2013000475496 of Official Records.

- 14. This item has been intentionally deleted,
- 15. This item has been intentionally deleted.
- Any failure to comply with the terms, provisions and conditions of the lease referred to in Schedule A.
- 17. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
- Rights of parties in possession.

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#### INFORMATIONAL NOTES

- The property covered by this report is vacant land.
- According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

- 3. It appears that a work of improvement is in progress or recently completed on the land. The Company will require various documents and information, including but not limited to a completed mechanics' lien risk analysis, construction contract(s), lien waivers, loan agreement, disbursement information, executed indemnity agreement and current financial information from proposed indemnitors, in order to determine whether mechanics' lien insurance can be issued. Other requirements may be made following the review of such documents and information.
- 4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

The map attached, If any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\*

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#### CONDITIONS

#### 1. DEFINITIONS

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B – Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

#### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

#### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

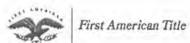
We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

#### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

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Privacy Information
We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information
Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means, information about your transactions with us, our affiliated companies, or others; and information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law, We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entitles who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know now we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First

American uses this information to measure the use of our site and to develop least to improve the content of our site.

There are times, however, when we may need information from you, such as your name and entail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### **Business Relationships**

First Arrestcan Financial Corporation's site and its affliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes, A cookie is an element of data that a Web site

can send to your browser, which may then store the cookie on your hard drive.

FirstArn.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record

Paging Record we believe that an open polic record creates significant value for society, enhances consumer only early the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information, when, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to correct inaccurate information.

Education We enclassor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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## **ATTACHMENT 1**

Form No. 1068-2 ALTA Plain Language Commitment

## **EXHIBIT A** LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

#### 1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 SCHEDULE B

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- Discrepancies, conflicts in boundary lines, shortage in area, encreachments, or any other facts which a correct survey would disclose, and 4. which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (I) the occupancy, use, or enjoyment of the land; (II) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding 2. from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3. Defects, Ilens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant;

  - (d) attaching or created subsequent to Date of Policy; or
  - (a) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or 4. failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
- 5 Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating 6. the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

#### 2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 SCHEDULE OF EXCLUSIONS FROM COVERAGE

- Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

  Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at
- 2. Date of Policy.
- Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such 3. claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

#### 3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth In paragraph 2 above are used and the following exceptions to coverage appear in the policy.

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This policy does not insure against loss or damage by reason of the matters shown in parts one and two following: Part One

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real
  property or by the public records,
- Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

Easements, claims of easement or encumbrances which are not shown by the public records.

- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
- Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- 6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

# 4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE SCHEDULE OF EXCLUSIONS FROM COVERAGE

Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.

Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.

- 3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
- Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

#### 5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

#### SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following: Part One

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, claims of easement or encumbrances which are not shown by the public records.

- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
- Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- Any Ilen, or right to a Ilen, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

#### 6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

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Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding
from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without
knowledge.

3. Defects, liens, encumbrances, adverse claims, or other matters:

- (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant;
- (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
   Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.

 Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

 Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:

(a) to timely record the instrument of transfer; or

(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

#### 7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

#### SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real
  property or by the public records.
- Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- 3. Easements, claims of easement or encumbrances which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
- Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- 6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public

#### 8, AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date.

defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding
from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without
knowledge.

Defects, Ilens, encumbrances, adverse claims, or other matters:

(a) created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured claimant and not disclosed in writing to the Company by the Insured claimant prior to the date the Insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy; or

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resulting in loss or damage which would not have been sustained if the logged claimant had not value for the critical as interest less.

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
- Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation
  of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
  - (a) to timely record the instrument of transfer; or
  - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

#### 9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

#### SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of: Part One:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real
  property or by the public records.
- Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- 3. Easements, claims of easement or encumbrances which are not shown by the public records.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
- Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

# ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - (a) and use
  - (b) Improvements on the land
  - (c) and division
  - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

- The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
- 3. Title Risks
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
- 4. Fallure to pay value for your title.
- 5, Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) In streets, alleys, or waterways that touch your land
  - This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

#### 11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998 ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

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#### EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
  - a. building

b. zoning

c. land use

d. Improvements on the land

e. land division

f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

- This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
- The fallure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
- The right to take the Land by condemning it, unless:
  - a, a notice of exercising the right appears in the Public Records at the Policy Date; or
  - by the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
  - b, that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
  - a, to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. In streets, alleys, or waterways that touch the Land.
  - This exclusion does not limit the coverage described in Covered Risk 11 or 18.

# 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or(iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); pr
  - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the
  Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit
  the coverage provided in Covered Risk 26.
- Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the
  insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This
  Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.

  The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

#### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

 (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

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- (i) the occupancy, use, or enjoyment of the Land;
- (II) the character, dimensions, or location of any improvement erected on the Land:
- (III) the subdivision of land; or
- (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant:
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage,
- Unenforceability of the lien of the Insured Mortgage because of the Inability or failure of an Insured to comply with applicable doingbusiness laws of the state where the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating
  the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

#### 14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

### SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real
  property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such
  proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims
  or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

### 15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (I) the occupancy, use, or enjoyment of the Land;
  - (II) the character, dimensions, or location of any improvement erected on the Land;
  - (III) the subdivision of land; or
  - (Iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

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- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, Ilens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of Federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

# 16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

#### SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real
  property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such
  proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the Issuance thereof; (c) water rights, claims
  or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

# EXHIBIT G

Strip Parcel Commitment

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Page Number: 1



# First American Title Company National Commercial Services

18500 Von Karman Ave, Suite 600 Irvine, CA 92612

April 29, 2014

Spring Robinson Jackson, DeMarco, Tidus & Peckenpaugh 2030 Main St Fl 12 Irvine, CA 92614

Phone: (949)851-7474 Fax: (949)752-0597

Customer Reference:

Strip Parcel (0.57 acres).

Title Officer: Bob Loera Phone: (949)885-2446 Title Assistant:

Candyce Albright

Phone:

(949)885-2443

Email:

rloera@firstam.com

Email:

calbright@firstam.com

Order Number:

NCS-665287-5A1

Property:

Vacant Land, Tustin, CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

Commitment No.: NCS-665287-SA1 Page Number: 2

# First American Title Insurance Company INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

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Conditions		

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment,
please contact the issuing office.

Commitment No.: NCS-665287-SA1

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#### COMMITMENT FOR TITLE INSURANCE

### Issued by

## First American Title Insurance Company

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

Commitment No.: NCS-665287-SA1

Page Number: 4

#### SCHEDULE A

Commitment Date: April 10, 2014 at 7:30 A.M.

Policy or Policies to be issued:

Amount

(A) ALTA Owner's Policy

\$TBD

Proposed Insured:

TBD

(B) ALTA Loan Policy

\$TBD

Proposed Insured:

TBD

(A) The estate or interest in the land described in this Commitment is:

Fee Simple

(B) Title to said estate or interest at the date hereof is vested in:

South Orange County Community College District, a public agency

4. The land referred to in this Commitment is situated in the City of Tustin, County of Orange, State of California, and is described as follows:

PORTION OF REUSE PLAN DISPOSITION SITE 1 IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THAT PORTION OF BLOCK 10 OF IRVINE'S SUBDIVISION AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, AND AS SHOWN ON A MAP FILED IN BOOK 165, PAGE 31 THROUGH 39 INCLUSIVE OF RECORDS OF SURVEY, BOTH OF THE RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL I-E-4

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF RED HILL AVENUE WITH THE CENTERLINE OF VALENCIA AVENUE AS SHOWN ON SAID RECORD OF SURVEY, THE CENTERLINE OF RED HILL AVENUE HAVING A BEARING OF SOUTH 40° 37' 39" EAST BETWEEN VALENCIA AVENUE AND WARNER AVENUE; THENCE SOUTH 49° 20' 07" EAST 103.05 FEET; THENCE SOUTH 40° 39' 53" WEST 52.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 49° 20' 07" EAST 3.18 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1348.04 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 45.04 FEET THROUGH A CENTRAL ANGLE OF 1° 54' 51" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 42.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 42° 34' 44" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE 11,95 FEET THROUGH A CENTRAL ANGLE OF 16° 18' 19"; THENCE SOUTH 31° 06' 57" EAST 31.73 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 12.87 FEET THROUGH A CENTRAL ANGLE OF 12° 42' 56"' THENCE SOUTH 43° 49' 53" EAST 61,09 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 58,00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 14.33 FEET THROUGH A CENTRAL ANGLE OF

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14° 09' 14"; THENCE SOUTH 57° 59' 07" EAST 36.66 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 42.00 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE 10.38 FEET THROUGH A CENTRAL ANGLE OF 14° 09' 17"; THENCE SOUTH 43° 49' 50" EAST 9.46 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1452.04 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 64.40 FEET THROUGH A CENTRAL ANGLE OF 2° 32' 29"; THENCE SOUTH 02° 51' 08" EAST 23.41 FEET; THENCE SOUTH 47° 19' 39" EAST 11.70 FEET; THENCE SOUTH 40° 29' 44" WEST 47.00 FEET; THENCE NORTH 49° 19' 54" WEST 351.89 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 77.00 FEET SOUTHEASTERLY FROM THE CENTERLINE OF SAID RED HILL AVENUE; THENCE ALONG SAID PARALLEL LINE NORTH 40° 37' 39" EAST 59.07 FEET TO A POINT LYING SOUTH 85° 38' 32" WEST 36.79 FEET FROM THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID PARALLEL LINE NORTH 85° 38' 32" EAST 36.79 FEET TO THE TRUE POINT OF BEGINNING.

APN: 430-283-05

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### SCHEDULE B

# SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
  - (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s):
- (F) Other: None
- (G) You must give us the following information:
  - Any off record leases, surveys, etc.
  - Statement(s) of Identity, all parties.
  - 3. Other:

The following additional requirements, as indicated by "X", must be met:

[X] (H) Provide information regarding any off-record matters, which may include, but are not limited to: Jeases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/ACSM survey of recent date, which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- [] (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction

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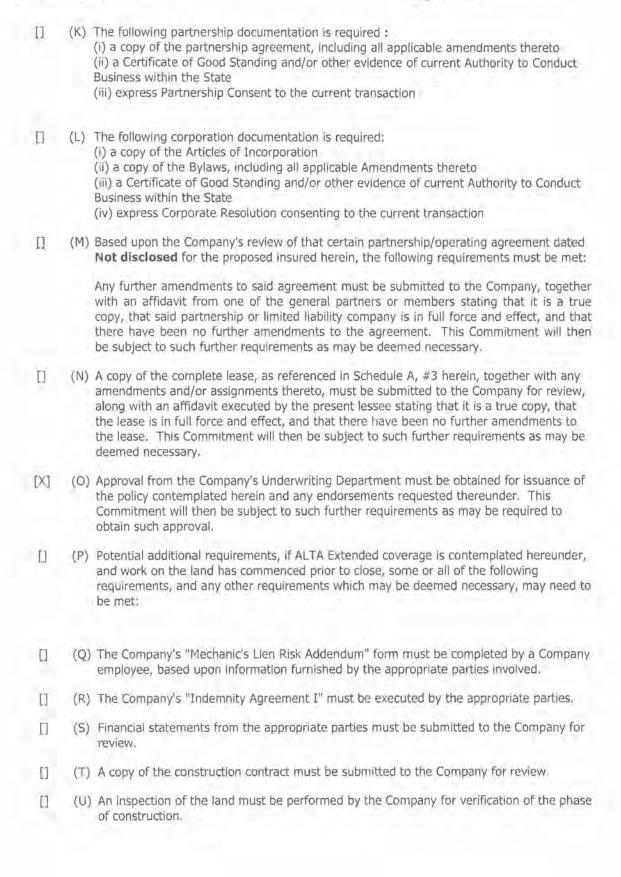


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### SCHEDULE B

#### SECTION TWO

#### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

- General and special taxes and assessments for the fiscal year 2014-2015, a lien not yet due or payable.
- General and special taxes and assessments for the fiscal year 2013-2014 are exempt. If the exempt status is terminated an additional tax may be levied. A.P. No.: 430-283-05.
- The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- The effect of maps purporting to show the herein described and other land recorded in Book 12, Page 43; in Book 78, Page 21; in Book 88, Page 27; in Book 94, Page 8; in Book 97, Pages 8 to 10; in Book 109, Page 50; in Book 111, Page 5; in Book 117, Page 48; in Book 123, Page 44; in Book 135, Page 10; in Book 137, Page 20; in Book 139, Page 1; and in Book 147, Page 41, all of Record of Surveys.
- The effect of a map purporting to show the land and other property, filed in Book 165, Pages 31 through 39 of Record of Surveys.
  - The terms and provisions contained in the document entitled "Short Form Notice of Agreement" recorded May 14, 2002 as Instrument No. 2002-404589 of Official Records.
  - Easements, Covenants and Conditions contained in the deed from the United States of America, as Grantor, to the City of Tustin, California, as Grantee, recorded May 14, 2002 as Instrument No. 2002-404595 of Official Records. Reference being made to the document for full particulars, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate 42 U.S. C. §3604( c) or applicable state law. Lawful restrictions under state and federal law on the age of occupants In senior housing or housing for older persons shall not be construed as restrictions based on familial status.
  - The effect of a map purporting to show the land and other property, filed in Book 194, Pages 19 through 27 of Record of Surveys.
  - The fact that the land lies within the boundaries of the MCAS Tustin Redevelopment Project Area, as disclosed by the document recorded June 18, 2003 as Instrument No. 2003-710836 of Official Records. Document(s) declaring modifications thereof recorded March 28, 2007 as Instrument No. 2007000197041 of Official Records.
  - This item has been intentionally deleted.

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- Easements, Covenants and Conditions contained in the deed from City of Tustin, California, the recognized local redevelopment authority for Marine Corps Air Station Tustin, as Grantor, to South Orange County Community College District, as Grantee, recorded April 29, 2004 as Instrument No. 2004-369376 of Official Records. Reference being made to the document for full particulars, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604(c) or applicable state law. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
- This Item has been intentionally deleted.
- 13. This item has been intentionally deleted.
- An easement for public emergency ingress and egress and incidental purposes, recorded January 25, 2006 as Instrument No. 2006000056575 of Official Records.

In Favor of:

City of Tustin

Affects:

The Land

 An easement for street, highway, utility, landscape maintenance and other public purposes and incidental purposes, recorded June 03, 2005 as Instrument No. 2005000430578 of Official Records.

In Favor of: City of Tustin, a Municipal Corporation

Affects A portion of the land

 An easement for street, highway, utility, landscape maintenance and other public purposes and incidental purposes, recorded June 03, 2005 as Instrument No. 2005000430580 of Official Records.

In Favor of: City of Tustin, a Municipal Corporation

Affects: A portion of the land

- The terms and provisions contained in the document entitled "Landscape Maintenance
  Agreement" recorded January 29, 2009 as Instrument No. 2009000039965 of Official Records. By
  and between the City of Tustin, a municipal corporation and South Orange County Community
  College District.
- The effect of a map purporting to show the land and other property, filed August 04, 2010 in Book 241, Pages 29 through 32 of Record of Surveys.
- 19. The terms and provisions contained in the document entitled "Development Agreement and Amended and Restated Agreement" recorded May 23, 2013 as Instrument No. 2013000312295 of Official Records.
- 20. The terms and provisions contained in the document entitled "Memorandum of Effective Date of Development Agreement" recorded August 09, 2013 as Instrument No. 20130000475496 of Official Records.
- 21. The terms and provisions contained in the document entitled "Amended and Restated Declaration of Covenants, Conditions and Restrictions and Environmental Restriction Pursuant to Civil Code Section 1471" recorded August 09, 2013 as Instrument No. 20130000475497 of Official Records.
- 22. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
- This item has been intentionally deleted.

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INFORMATIONAL NOTES

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer. \*\*\*\*\*

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#### CONDITIONS

#### 1. DEFINITIONS

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

#### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

#### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

#### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

#### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

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#### **Privacy Information**

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means; Information about your transactions with us, our affiliated companies, or others; and

#### Information we receive from a consumer reporting agency. Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information instead above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be nandled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fairness. We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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# EXHIBIT A LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

# 1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 SCHEDULE B

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
  - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

# 2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 SCHEDULE OF EXCLUSIONS FROM COVERAGE

- Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or
  prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or
  hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of
  any violation of any such law, ordinance or governmental regulation.
- 2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
- 3. Defects, lien's, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

# 3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

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This policy does not insure against loss or damage by reason of the matters shown in parts one and two following: Part One

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3 Easements, claims of easement or encumbrances which are not shown by the public records.

- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
- Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water
- Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

#### 4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE SCHEDULE OF EXCLUSIONS FROM COVERAGE

- Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
- Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
- Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
- Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

#### 5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

#### SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following: Part One

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real
  property or by the public records.
- 2 Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

Easements, claims of easement or encumbrances which are not shown by the public records.

- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
- S Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- 6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

#### 6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or elleged violation affecting the land has been recorded in the public records at Date of Policy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

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- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
  4 Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
- Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
- Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
  - (a) to timely record the instrument of transfer; or
  - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

#### 7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

#### SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- Easements, claims of easement or encumbrances which are not shown by the public records.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
- Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

#### 8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or

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- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
- Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (I) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
  - (a) to timely record the instrument of transfer; or
  - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

#### 9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

#### SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of: Part One:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- Easements, claims of easement or encumbrances which are not shown by the public records.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
- 5 Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- 6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

# ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - (a) and use
  - (b) improvements on the land
  - (c) and division
  - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date,

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

- 2 The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
- 3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
- 4. Failure to pay value for your title.
- 5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks,

#### 11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998 ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

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#### EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

I. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

a. building b. zoning

c. land use d. improvements on the land e, land division f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

- The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion
  does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
- The right to take the Land by condemning it, unless:
  - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
  - b, the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking,
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, Whether or not they appear in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
  - c. that result in no loss to You; or d, that first occur after the Policy Date this does not limit the coverage described in Covered Risk 7, 8,d, 22, 23, 24 or 25.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
  - a, to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.
  - This exclusion does not limit the coverage described in Covered Risk 11 or 18.

# 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or(iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
  - (b)Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11,
  - 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the
  Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit
  the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

# 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

 (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

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- (i) the occupancy, use, or emoyment of the Land;
- (ii) the character, dimensions, or location of any improvement erected on the Land;
- (iii) the subdivision of land; or
- (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6,
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness laws of the state where the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

# 14, AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

#### SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real
  property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such
  proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

#### 15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

EXHIBIT A Page 125 of 213

Form No. 1068-2 ALTA Plain Language Commitment

Commitment No.: NCS-665287-SA1

Page Number: 19

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

# 16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

#### SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys! fees or expenses) which arise by reason of:

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real
  property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such
  proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

# EXHIBIT H

Sublease Amendment

# AMENDMENT NO. 2 TO SUB-LEASE BETWEEN THE CITY OF TUSTIN AND

# THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FOR A PORTION OF MCAS TUSTIN

THIS AMENDMENT NO. 2 TO SUB-LEASE (this "Amendment No. 2"), is made this day of \_\_\_\_\_, 2014 (the "Effective Date") by and between the CITY OF TUSTIN ("City"), a municipal corporation organized under the laws of the State of California, and the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency ("SOCCCD").

## RECITALS

- A. Pursuant to that certain "Sub-Lease between the City of Tustin and the South Orange County Community College District for a Portion of MCAS Tustin" dated April 29, 2004, as amended by Amendment No. 1 thereto dated August 9, 2013 (as so amended, the "Original Sublease"), City subleased to SOCCCD the Leased Premises. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Original Sublease.
- B. Pursuant to that certain Agreement Concerning Valencia Parcel between City and SOCCCD dated \_\_\_\_\_\_\_, 2014 (the "Valencia Parcel Agreement"), City and SOCCCD agreed to amend the Original Sublease by deleting from the Leased Premises that certain real property designated in the Exchange Agreement as the "Valencia Parcel" and more particularly described in Exhibit A attached hereto (the "Valencia Parcel").
- C. City and SOCCCD desire to amend the Original Sublease in order to delete the Valencia Parcel from the Leased Premises.
- NOW THEREFORE, in accordance with the foregoing and in consideration of the promises and mutual covenants hereinafter set forth, City and SOCCCD agree to amend the Original Sublease as follows:
- 1. <u>Leased Premises</u>. The definition of Leased Premises set forth in the Original Sublease is hereby amended by deleting the Valencia Parcel. A current legal description of the Leased Premises as of the Effective Date hereof is attached hereto as <u>Exhibit B</u>, which shall supersede and replace Exhibit C of Amendment No. 1 described above.
- 2. <u>Full Force and Effect</u>. Except as modified by this Amendment No. 2, the Original Sublease shall remain in full force and effect.
- 3. <u>Counterparts</u>. This Amendment No. 2 may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 4. <u>Incorporation of Exhibits</u>. Each of the exhibits attached to this Amendment No. 2 is hereby incorporated into this Amendment No. 2 by this reference.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. 2 on the date first written above.

CITY OF TUSTIN:		SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT:	
By:		Ву:	
	Jeffrey C. Parker City Manager	Gary L. Poertner Chancellor	

# **EXHIBIT A**

Legal Description of Valencia Parcel (attached)

(Area 10)

(#1147474)



April 19, 2013 BKF No. 20122006-13 Page 1 of 2

# LEGAL DESCRIPTION OF AREA NO. 10 Tustin, CA Portion of APN: 430-282-11 and All of APN: 430-282-10

Real property situated in the City of Tustin, County of Orange, State of California, described as follows:

Being a portion of PARCEL IV-J-4 and all of PARCEL IV-J-5 as said parcels are described in that certain document entitled "SHORT FORM NOTICE OF LEASE IN FURTHERANCE OF CONVEYANCE" filed for record on May 14, 2002 in Doc. No. 20020404590, Records of Orange County, more particularly described as follows:

BEGINNING at the most northeasterly corner of said PARCEL IV-J-5;

Thence along the easterly line of said PARCEL IV-J-5, South 07°11'09" West, 236.11 feet to the southwesterly line of said PARCEL IV-J-5;

Thence along said southwesterly line of PARCEL IV-J-5 and PARCEL IV-J-4 the following five (5) courses:

- 1. North 73°31'26" West, 47.60 feet;
- 2. South 64°04'33" West, 24.04 feet to the beginning of a tangent curve having a radius of 1038.68 feet;
- Northwesterly along said curve, through a central angle of 05°27'40", for an arc length of 99.00 feet to the beginning of a compound curve, having a radius of 1353.04 feet;
- 4. Along said curve northwesterly, through a central angle of 16°07'53" for an arc length of 380.94 feet;
- 5. North 49°19'54" West, 183.81 feet;

Thence leaving said southwesterly line, North 40°40'06" East, 325.27 feet to the northeasterly line of said PARCEL IV-J-4;

Thence along said northeasterly line of said PARCEL IV-J-4 and continuing along the northeasterly line of said PARCEL IV-5, South 49°10'56" East, 576.11 feet to the POINT OF BEGINNING.

Containing an area of 197,272 square feet or 4.529 acres more or less.

Being a portion of Assessor's Parcel Number 430-282-11 and all of Assessor parcel number 430-282-10

DAYS THREE!

MIL MESS

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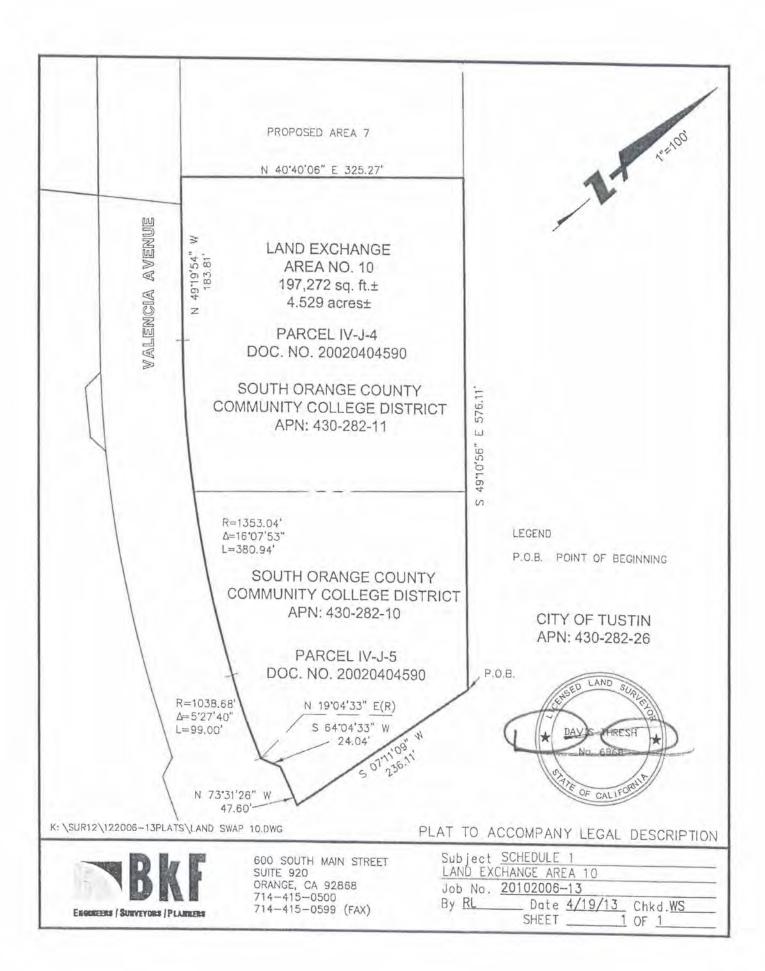
As shown on "Schedule 1" attached hereto and made a part hereof.

For: BKF Engineers

By: Davis Thresh, P.L.S. No. 6868

License expires: 09-30-2014

KASur12v122006.13 ATEP Land Swap Pluts/DWG/MAIN/LEGALS/LAND EXCHANGE 10.doc



# **EXHIBIT B**

Legal Description of Leased Premises as of the Effective Date

(Area J2)

(#1202861)



May 06, 2014 BKF No. 20122006-13 Page 1 of 3

# Current Sublease Area Tustin, CA AREA J2 APN 430-283-09

Real property situated in the City of Tustin, County of Orange, State of California, described as follows:

Being all of PARCEL IV-J-6, as said parcel is described in that certain document entitled "SHORT FORM NOTICE OF LEASE IN FURTHERANCE OF CONVEYANCE", filed for record on May 14, 2002 in Document No. 20020404590, Records of Orange County, more particularly described as follows;

#### AREA J2:

BEGINNING at the northerly terminus of the westerly line of said PARCEL IV-J-6, as described as North 46°39'39" East 427.42 feet, the TRUE POINT OF BEGINNING of PARCEL IV-J-6, and described in Document No. 20020404590;

Thence along the northerly line of said PARCEL IV-J-6, the following sixteen (16) courses:

- South 49°19'54" East, 162.79 feet to the beginning of a tangent curve concave to the northeast, having a radius of 1447.04 feet,
- Along said curve, through a central angle of 01°23'53", for an arc length of 35.31 feet;
- 3. South 04°58'49" East, 24.36 feet;
- 4. South 54°27'57" East, 56.24 feet;
- North 83°15'15" East, 22.96 feet to the beginning of a non tangent curve concave to the northeast, having a radius of 1,447.04 feet, to which point a radial line bears South 35°44'30" West;
- Southeasterly along said curve, through a central angle of 11°53'59", for an arc length of 300.54 feet;
- 7. South 66°09'29" East, 52.51 feet;
- 8. South 21°09'25" East, 24.04 feet;
- 9. South 68°17'15" East, 62.36 feet;
- 10. North 64°09'20" East, 23.85 feet to the beginning of a non tangent curve concave to the north, having a radius of 1090.18 feet, to which point a radial line bears South 19°14'54" West;
- 11. Southeasterly along said curve, through a central angle of 04°56'38", for an arc length of 94.07 feet to the beginning of a compound curve, having a radius of 1,464.04 feet;

- 12. Along said compound curve, through a central angle of 00°41'45", for an arc length of 17.78 feet to the beginning of a reverse curve, having a radius of 142.00 feet;
- Easterly along said reverse curve through a central angle of 11°54'29", for an arc length of 29.51 feet
- 14. South 64°29'00" East, 15.88 feet to the beginning of a tangent curve concave to the north, having a radius of 158.00 feet;
- 15. Along said curve, through a central angle of 14°52'27", for an arc length of 41.02 feet;
- 16. South 79°21'27" East, 218.54 feet the southeasterly line of said PARCEL IV-J-6;

Thence leaving said line and along said southeasterly line the following seventeen (17) courses:

- 1. South 31°20'58" East, 40.12 feet; to the beginning of a non tangent curve concave to the west, having a radius of 1,354.04 feet, to which point a radial line bears South 73°20'33" East;
- 2. Southerly along said curve, through a central angle of 02°02'49", for an arc length of 48.38 feet to the beginning of a compound curve, having a radius of 42.00 feet;
- 3. Along said compound curve through a central angle of 16°11'24", for an arc length of 11.87 feet;
- 4. South 34°53'40" West, 33.43 feet to the beginning of a tangent curve concave the east, having a radius of 58.00 feet;
- 5. Along said curve, through a central angle of 13°44'05", for an arc length of 13.90 feet to the beginning of a reverse, having a radius of 1,342.04 feet;
- 6. Southerly along said reverse curve to through a central angle of 02°27'21" for an arc length of 57.52 feet to the beginning of a reverse curve, having a radius of 58.00 feet;
- 7. Southerly, along said reverse curve through a central angle of 13°44'05", for an arc length of 13.90 feet;
- 8. South 09°52'51" West, 33.42 feet to the beginning of a tangent curve concave to the northwest, having a radius of 42.00 feet;
- 9. Along said curve, through a central angle of 16°11'24", for an arc length of 11.87 feet; to the beginning of a compound curve, having a radius of 1,354.04 feet;
- Southwesterly, along said compound curve through a central angle of 23°27'25", for an arc length of 554.34 feet;
- 11. North 15°49'01" West, 382.89 feet;
- 12. South 71°36'25" West 351.77 feet
- 13. North 77°38'59" West, 256.30 feet;
- 14. South 40°38'46" West, 486.27 feet;

- 15. South 49°21'14" East, 459.00 feet to the beginning of a non tangent curve concave to the southeast, having a radius of 1,446.04 feet, to which point a radial line bears North 29°41'43" West:
- 16. Thence along said curve, through a central angle of 21°07'46", for an arc length of 533.27 feet;
- 17. Thence South 39°10'31" West, 163.56 feet to the southwesterly line of said PARCEL IV-E-6;

Thence leaving said southeasterly line and along last said southwesterly line of said PARCEL IV-J-6, North 33°57'12" West, 70.07 feet to the westerly line of PARCEL IV-J-6;

Thence leaving said southwesterly line and along said westerly line, North 09°21'06" East, 1,661.58 feet;

Thence continuing along said westerly line, North 46°39'39" East, 427.42 feet to the POINT OF BEGINNING.

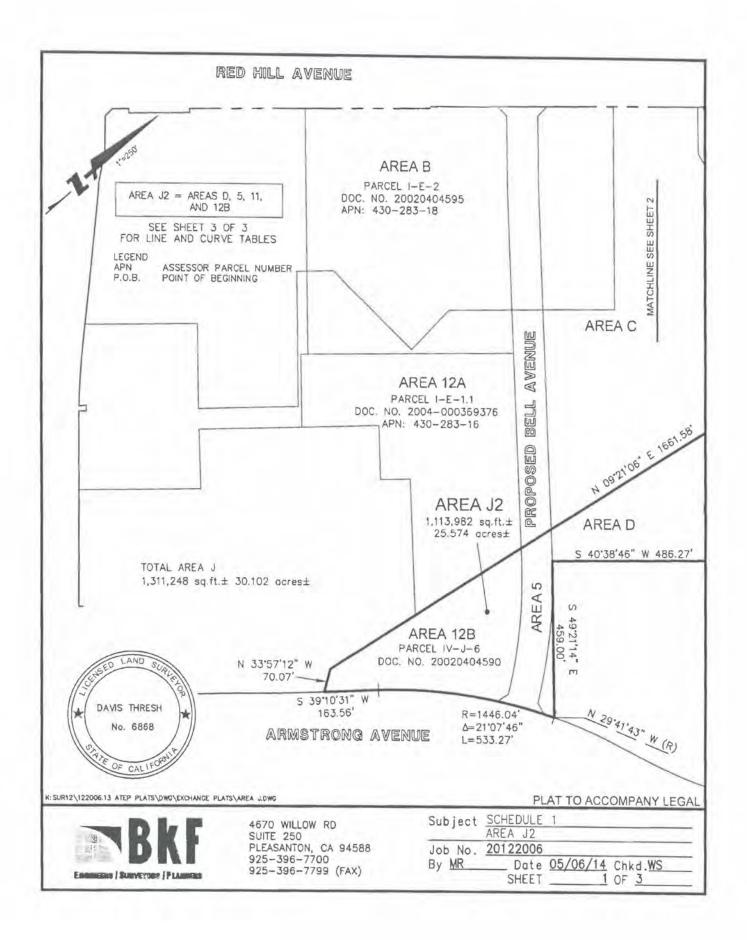
Containing an area of 1,113,982 square feet, 25.574 acres more or less.

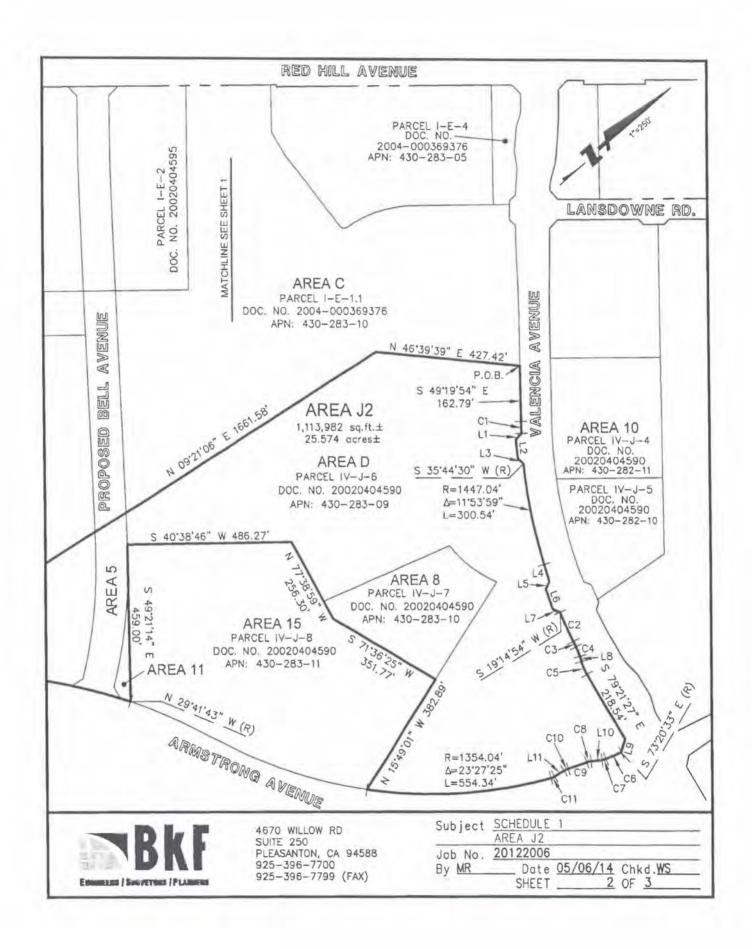
Being all of Assessor Parcel Number 430-283-09

As shown on "Schedule 1" attached hereto and made a part hereof.

For: BKF Engineers

Date: K.\Sur12\122006.13 ATEP Land S\wnp Plats\DWG\MAIN\LAND EXCHANGE LEGALS\AREA J.doc





# **EXHIBIT I**

Notice of Sublease Amendment

RECORDING REQUESTED BY:	
AND WHEN RECORDED MAIL TO:	
City Manager The City of Tustin 300 Centennial Way Tustin, California 92780	
Exempt from Recording Fees Per Government Code Section 6103	

Space Above This Line Reserved for Recorder's Use

#### AMENDMENT NO. 2 TO SHORT FORM NOTICE OF SUB-LEASE

THIS AMENDMENT NO. 2 TO SHORT FORM NOTICE OF SUB-LEASE (this "Amendment No. 2") is entered into this \_\_\_\_ day of \_\_\_\_\_\_, 2014 (the "Effective Date") by the CITY OF TUSTIN, CALIFORNIA, a municipal corporation ("CITY") and the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency ("SOCCCD").

### RECITALS

- A. Pursuant to that certain "Sub-Lease between the City of Tustin and the South Orange County Community College District for a Portion of MCAS Tustin" dated April 29, 2004, as amended by Amendment No. 1 thereto dated August 8, 2013 (as so amended, the "Original Sublease"), City subleased to SOCCCD the "Leased Premises," as such term is defined in the Original Sublease.
- B. In order to provide third parties of notice of the existence of the Original Sublease, City and SOCCCD executed that certain "Short Form Notice of Sub-Lease" dated April 29, 2004 (the "Baseline Notice of Sublease"), which was recorded on April 30, 2004 as Instrument No. 2004000373082 in the Official Records of Orange County, California (the "Official Records"). The Baseline Notice of Sublease was amended by that certain "Amendment No. 1 to Short Form Notice of Sublease," which was recorded on August 9, 2013 as Instrument No. 2013000475494 in the Official Records ("Amendment No. 1 to Notice of Sublease"). The Baseline Notice of Sublease as amended by Amendment No. 1 to Notice of Sublease shall be referred to herein as the "Original Notice of Sublease." All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Original Notice of Sublease.
- C. Pursuant to that certain "Amendment No. 2 to Sub-Lease between the City of Tustin and the South Orange County Community College District for a Portion of MCAS Tustin" of even date herewith ("Sublease Amendment No. 2"), City and SOCCCD agreed to amend the Original Sublease by deleting from the Leased Premises that certain real property

designated in the Sublease Amendment as the "Valencia Parcel" and more particularly described in Exhibit A attached hereto (the "Valencia Parcel").

- D. City and SOCCCD desire to amend the Original Notice of Sublease in order to conform the same to the terms of Sublease Amendment No. 2.
- NOW THEREFORE, in accordance with the foregoing and in consideration of the promises and mutual covenants hereinafter set forth, City and SOCCCD agree to amend the Original Notice of Sublease as follows:
- 1. <u>Leased Premises</u>. The definition of Leased Premises set forth in Original Notice of Sublease is hereby amended by deleting the Valencia Parcel. A current legal description of the Leased Premises as of the Effective Date hereof is attached hereto as <u>Exhibit B</u>, which shall supersede and replace Exhibit C of Amendment No. 1 to Notice of Sublease.
- 2. <u>Sublease</u>. All references in the Original Notice of Sublease to the Sublease shall be deemed to refer to the Original Sublease as amended by Sublease Amendment No. 2.
- 3. <u>Full Force and Effect</u>. Except as modified by this Amendment No. 2, the Original Notice of Sublease shall remain in full force and effect.
- 4. <u>Counterparts</u>. This Amendment No. 2 may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5. <u>Incorporation of Exhibits</u>. Each of the exhibits attached to this Amendment No. 2 is hereby incorporated into this Amendment No. 2 by this reference.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. 2 on the day first written above.

CITY OF TUSTIN:	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT:
By:	By:
Jeffrey C. Parker City Manager	Gary L. Poertner Chancellor

STATE OF CALIFORN	IA	
COUNTY OF		
On	, 2014, before me,	
		(here insert name and title of the officer)
personally appeared	Jeffrey C. Parker	
subscribed to the within his authorized capacity,	instrument and acknowledge	ence to be the person whose name is ed to me that he executed the same in on the instrument the person, or the ed the instrument.
I certify under PENAL the foregoing paragraph		e laws of the State of California that
WITNESS my hand and	official seal.	
Signature:		
		(SEAL)
		(SEAL)
DEATE OF CALLFORN	11.6	
STATE OF CALIFORN		
COUNTY OF		
On	, 2014, before me,	(here insert name and title of the officer)
		(here insert name and title of the officer)
personally appeared		
subscribed to the within his authorized capacity	instrument and acknowledge	ence to be the person whose name is ed to me that he executed the same in on the instrument the person, or the ed the instrument.
I certify under PENAL the foregoing paragraph		e laws of the State of California that
WITNESS my hand and	d official seal.	
Signature:		
4 207 (1) 34		(SEAL)
		(BLAL)

# EXHIBIT A

Legal Description of the Valencia Parcel (attached)

(Area 10)

(#1147474)



April 19, 2013 BKF No. 20122006-13 Page 1 of 2

# LEGAL DESCRIPTION OF AREA NO. 10 Tustin, CA Portion of APN: 430-282-11 and All of APN: 430-282-10

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Real property situated in the City of Tustin, County of Orange, State of California, described as follows:

Being a portion of PARCEL IV-J-4 and all of PARCEL IV-J-5 as said parcels are described in that certain document entitled "SHORT FORM NOTICE OF LEASE IN FURTHERANCE OF CONVEYANCE" filed for record on May 14, 2002 in Doc. No. 20020404590, Records of Orange County, more particularly described as follows:

BEGINNING at the most northeasterly corner of said PARCEL IV-J-5;

Thence along the easterly line of said PARCEL IV-J-5, South 07°11'09" West, 236.11 feet to the southwesterly line of said PARCEL IV-J-5;

Thence along said southwesterly line of PARCEL IV-J-5 and PARCEL IV-J-4 the following five (5) courses:

- 1. North 73°31'26" West, 47.60 feet;
- 2. South 64°04'33" West, 24.04 feet to the beginning of a tangent curve having a radius of 1038.68 feet;
- 3. Northwesterly along said curve, through a central angle of 05°27'40", for an arc length of 99.00 feet to the beginning of a compound curve, having a radius of 1353.04 feet;
- 4. Along said curve northwesterly, through a central angle of 16°07'53" for an arc length of 380.94 feet;
- 5. North 49°19'54" West, 183.81 feet;

Thence leaving said southwesterly line, North 40°40'06" East, 325.27 feet to the northeasterly line of said PARCEL IV-J-4;

Thence along said northeasterly line of said PARCEL IV-J-4 and continuing along the northeasterly line of said PARCEL IV-5, South 49°10'56" East, 576.11 feet to the POINT OF BEGINNING.

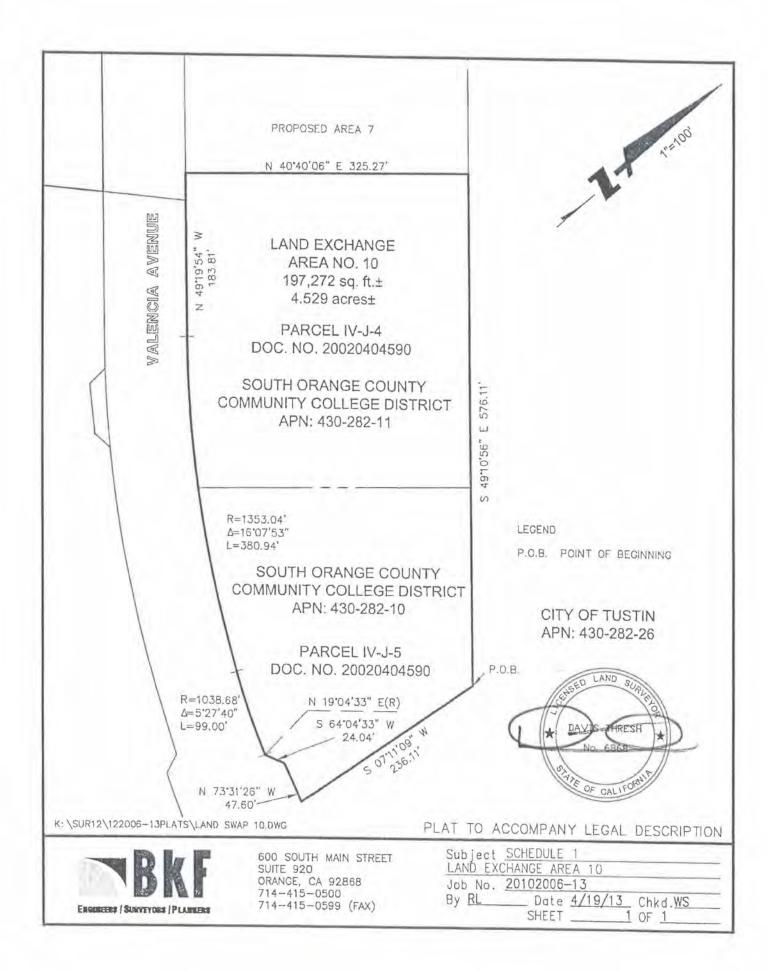
Containing an area of 197,272 square feet or 4.529 acres more or less.

Being a portion of Assessor's Parcel Number 430-282-11 and all of Assessor parcel number 430-282-10

As shown on "Schedule 1" attached hereto and made a part hereof.



K (Sur12)122006.13 ATEP Land Swap Plats/DWG/MAIN/LFGALS/LAND EXCHANGE 10.doc



# EXHIBIT B

Legal Description of the Leased Premises as of the Effective Date

(Area J2)

(#1202861)



May 06, 2014 BKF No. 20122006-13 Page 1 of 3

# Current Sublease Area Tustin, CA AREA J2 APN 430-283-09

Real property situated in the City of Tustin, County of Orange, State of California, described as follows:

Being all of PARCEL IV-J-6, as said parcel is described in that certain document entitled "SHORT FORM NOTICE OF LEASE IN FURTHERANCE OF CONVEYANCE", filed for record on May 14, 2002 in Document No. 20020404590, Records of Orange County, more particularly described as follows;

#### AREA J2:

BEGINNING at the northerly terminus of the westerly line of said PARCEL IV-J-6, as described as North 46°39'39" East 427.42 feet, the TRUE POINT OF BEGINNING of PARCEL IV-J-6, and described in Document No. 20020404590;

Thence along the northerly line of said PARCEL IV-J-6, the following sixteen (16) courses:

- South 49°19'54" East, 162.79 feet to the beginning of a tangent curve concave to the northeast, having a radius of 1447.04 feet,
- 2. Along said curve, through a central angle of 01°23'53", for an arc length of 35.31 feet;
- 3. South 04°58'49" East, 24.36 feet;
- 4. South 54°27'57" East, 56.24 feet;
- North 83°15'15" East, 22.96 feet to the beginning of a non tangent curve concave to the northeast, having a radius of 1,447.04 feet, to which point a radial line bears South 35°44'30" West;
- Southeasterly along said curve, through a central angle of 11°53'59", for an arc length of 300.54
  feet;
- 7. South 66°09'29" East, 52.51 feet;
- 8. South 21°09'25" East, 24.04 feet;
- 9. South 68°17'15" East, 62.36 feet;
- 10. North 64°09'20" East, 23.85 feet to the beginning of a non tangent curve concave to the north, having a radius of 1090.18 feet, to which point a radial line bears South 19°14'54" West;
- 11. Southeasterly along said curve, through a central angle of 04°56'38", for an arc length of 94.07 feet to the beginning of a compound curve, having a radius of 1,464.04 feet;

- Along said compound curve, through a central angle of 00°41'45", for an arc length of 17.78 feet to the beginning of a reverse curve, having a radius of 142.00 feet;
- Easterly along said reverse curve through a central angle of 11°54'29", for an arc length of 29.51 feet
- 14. South 64°29'00" East, 15.88 feet to the beginning of a tangent curve concave to the north, having a radius of 158.00 feet;
- 15. Along said curve, through a central angle of 14°52'27", for an arc length of 41.02 feet;
- 16. South 79°21'27" East, 218.54 feet the southeasterly line of said PARCEL IV-J-6;

Thence leaving said line and along said southeasterly line the following seventeen (17) courses:

- South 31°20'58" East, 40.12 feet; to the beginning of a non tangent curve concave to the west, having a radius of 1,354.04 feet, to which point a radial line bears South 73°20'33" East;
- Southerly along said curve, through a central angle of 02°02'49", for an arc length of 48.38 feet to the beginning of a compound curve, having a radius of 42.00 feet;
- 3. Along said compound curve through a central angle of 16°11'24", for an arc length of 11.87 feet,
- South 34°53'40" West, 33.43 feet to the beginning of a tangent curve concave the east, having a radius of 58.00 feet;
- Along said curve, through a central angle of 13°44'05", for an arc length of 13.90 feet to the beginning of a reverse, having a radius of 1,342.04 feet;
- Southerly along said reverse curve to through a central angle of 02°27'21" for an arc length of 57.52 feet to the beginning of a reverse curve, having a radius of 58.00 feet;
- Southerly, along said reverse curve through a central angle of 13°44'05", for an arc length of 13.90 feet;
- South 09°52'51" West, 33.42 feet to the beginning of a tangent curve concave to the northwest, having a radius of 42.00 feet;
- Along said curve, through a central angle of 16°11'24", for an arc length of 11.87 feet; to the beginning of a compound curve, having a radius of 1,354.04 feet;
- Southwesterly, along said compound curve through a central angle of 23°27'25", for an arc length of 554.34 feet;
- 11. North 15°49'01" West, 382.89 feet;
- 12. South 71°36'25" West 351.77 feet
- 13. North 77°38'59" West, 256.30 feet;
- 14. South 40°38'46" West, 486.27 feet;

- 15. South 49°21'14" East, 459.00 feet to the beginning of a non tangent curve concave to the southeast, having a radius of 1,446.04 feet, to which point a radial line bears North 29°41'43" West;
- 16. Thence along said curve, through a central angle of 21°07'46", for an arc length of 533.27 feet;
- 17. Thence South 39°10'31" West, 163.56 feet to the southwesterly line of said PARCEL IV-E-6;

Thence leaving said southeasterly line and along last said southwesterly line of said PARCEL IV-J-6, North 33°57'12" West, 70.07 feet to the westerly line of PARCEL IV-J-6;

Thence leaving said southwesterly line and along said westerly line, North 09°21'06" East, 1,661.58 feet;

Thence continuing along said westerly line, North 46°39'39" East, 427.42 feet to the POINT OF BEGINNING.

Containing an area of 1,113,982 square feet, 25.574 acres more or less.

Being all of Assessor Parcel Number 430-283-09

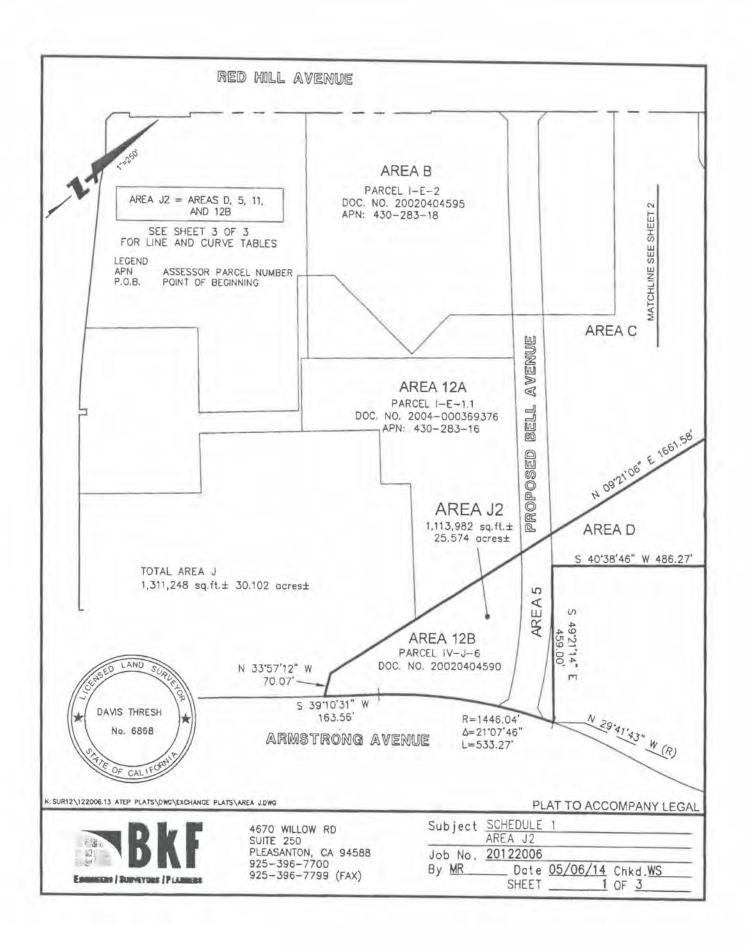
As shown on "Schedule 1" attached hereto and made a part hereof.

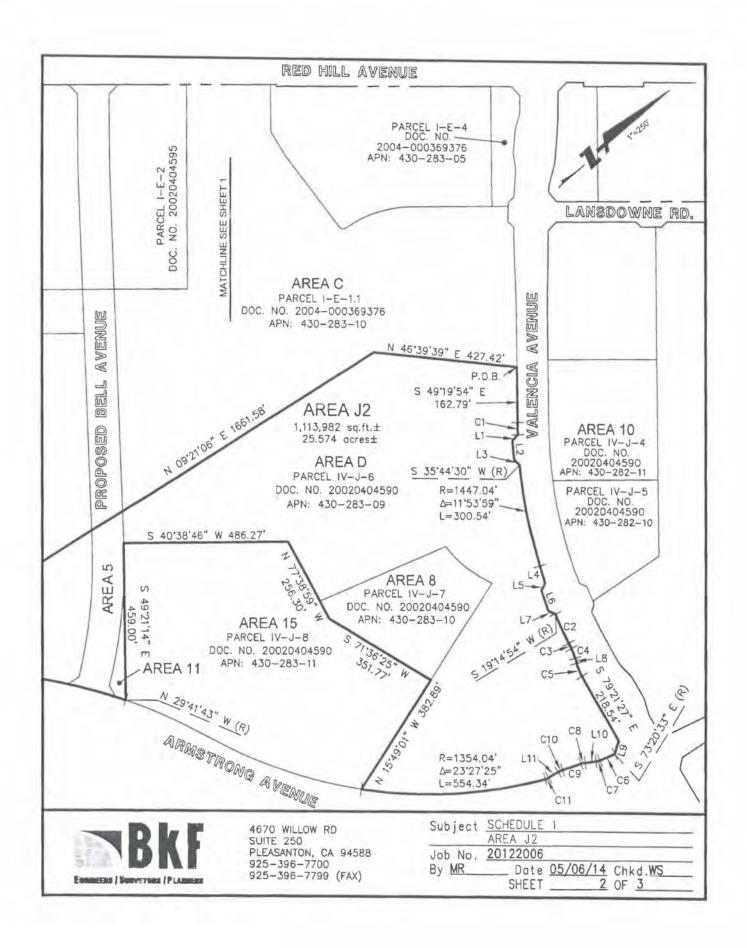
By:

Davis Thresh, P.L.S. No. 6868
License expires: 09-30-2014

Date:

K \Sur 12\( 122006 \) 13 ATEP Land Swap Plats\( DWG \) MAIN\( LAND \) EXCHANGE LEGALS\( AREA \) I doc





# EXHIBIT J

**Notice of Effective Date** 

RECORDING REQUESTED BY	
AND WHEN RECORDED MAIL TO:	
Vice Chancellor, Business Services SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT 28000 Marguerite Parkway Mission Viejo, California 92692-3635	
Exempt from Recording Fees Per Government Code Section 6103	

(Space Above for Recorder's Use)

### MEMORANDUM OF EFFECTIVE DATE

OF

### AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF EFFECTIVE DATE OF AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT ("Memorandum") is entered into as of \_\_\_\_\_\_, 2014 by the CITY OF TUSTIN, a municipal corporation ("City") and the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency ("SOCCCD"). City and SOCCCD are sometimes collectively referred to herein as the "Parties."

#### RECITALS

- A. City and SOCCCD executed that certain "Development Agreement and Amended and Restated Agreement between the City of Tustin and the South Orange County Community College District for the Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Educational Campus" dated May 22, 2013 and recorded on May 23, 2013 in the Official Records of Orange County, California (the "Official Records") as Instrument No. 2013000312295 (the "Development Agreement").
- B. On August 9, 2013, pursuant to the terms of the Development Agreement, City and SOCCCD caused a Memorandum of Effective Date of Development Agreement to be recorded in the Official Records as Instrument No. 2013000475496.
- C. City and SOCCCD executed that certain "Amendment No. 1 to Development Agreement and Amended and Restated Agreement between the City of Tustin and the South Orange County Community College District for the Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Educational Campus" dated \_\_\_\_\_\_\_, 2014 and recorded on \_\_\_\_\_\_\_, 2014 in the Official Records as Instrument No. 2014 \_\_\_\_\_\_ (the "Development Agreement Amendment") amending the Development Agreement.

- D. Pursuant to Section 3 of the Development Agreement Amendment, the Development Agreement Amendment shall not become effective until the "Amendment Effective Date" (as such term is defined in the Development Agreement Amendment). Also pursuant to Section 3 of the Development Agreement Amendment, the Amendment Effective Date shall be evidenced by the recordation in the Official Records of this Memorandum executed by City and SOCCCD.
- E. The Parties desire to confirm that the Amendment Effective Date has occurred by recording this Memorandum in the Official Records.

NOW, THEREFORE, the Parties agree as follows:

- 1. AMENDMENT EFFECTIVE DATE. The Parties agree that the Amendment Effective Date has occurred, which shall be the date that this Memorandum is recorded in the Official Records. Accordingly, the Development Agreement Amendment shall be in full force and effect.
- 2. **EFFECT OF MEMORANDUM**. The effect of this Memorandum is to confirm that the Development Agreement Amendment shall be an encumbrance against the "SOCCCD Property," as such term is defined in Section 6 of the Development Agreement Amendment.
- COUNTERPARTS. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have each executed this Memorandum as of the date first written above.

	CITY OF TUSTIN
	Name: Jeffrey C. Parker Title: City Manager
Approved as to Form: City Attorney or Special Counsel	
By:	
	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
	By:

STATE OF CALIFORNI	A
COUNTY OF	
On	, 2014, before me,
	(here insert name and title of the officer)
personally appeared	Jeffrey C. Parker
who proved to me on subscribed to the within authorized capacity, and	he basis of satisfactory evidence to be the person whose name instrument and acknowledged to me that he executed the same in that by his signature on the instrument the person, or the entity up acted, executed the instrument.
I certify under PENAL foregoing paragraph is true	Y OF PERJURY under the laws of the State of California that e and correct.
WITNESS my hand and	fficial seal.
Signature:	
	(SEA
STATE OF CALIFORN	A
COUNTY OF	
On	, 2014, before me,
	(here insert name and title of the officer)
personally appeared	
subscribed to the within authorized capacity, and	the basis of satisfactory evidence to be the person whose name instrument and acknowledged to me that he executed the same in that by his signature on the instrument the person, or the entity up acted, executed the instrument.
I certify under PENAL' foregoing paragraph is tr	Y OF PERJURY under the laws of the State of California that ie and correct.
WITNESS my hand and	official seal.
Signature;	
	(SEA

# EXHIBIT K

Termination of Agreement

# TERMINATION OF INFRASTRUCTURE CONSTRUCTION AND PAYMENT AGREEMENT

## (McCAIN SMITH ROAD)

TH	IIS TEI	RMINATIO	ON OF	INFRASTI	RUCTURE	CONSTRUC	TION AND
PAYMEN	T AGRE	EMENT (	MCCAIN	SMITH RO	AD) (this "	Termination A	greement") is
made this	day o	f, 20	14, by and	d between the	CITY OF T	USTIN ("City"	'), a California
municipal	corporat	ion and th	e SOUT	H ORANGE	COUNTY	COMMUNIT	Y COLLEGE
DISTRICT	("SOC	CCD"), a	California	public ager	ncy. City	and SOCCCD	may also be
individual	ly referred	to in this A	greement	as a "Party"	and collecti	vely as the "Par	rties."

## RECITALS

- A. City and SOCCCD entered into that certain Infrastructure Construction and Payment Agreement (McCain Smith Road) dated May 22, 2013 (the "McCain Agreement"). The purpose of the McCain Agreement was to provide for the future reservation of certain easements, and to establish certain obligations of the Parties for the design and construction of McCain Road. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the McCain Agreement.
- C. Pursuant to the McCain Agreement, a portion of McCain Road was to be located on and adjacent to the Valencia Parcel. Given that SOCCCD no longer has any interest in the Valencia Parcel, the Parties desire to terminate the McCain Agreement.

#### AGREEMENT

- **NOW, THEREFORE**, in consideration of the foregoing, and of the covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and SOCCCD agree as follows:
- 1. <u>Termination</u> City and SOCCCD hereby agree to terminate the McCain Agreement, effective as of the date first written above. Neither Party shall have any further rights or obligations to the other under the McCain Agreement.
- Construction of McCain Road. If City determines that McCain Road is required as part of its development of the Park Site, City shall be solely responsible for the design and construction of McCain Road.
- Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

CITY:
CITY OF TUSTIN, a California municipal corporation
By:
Name: Jeffrey C. Parker
Title: City Manager
SOCCCD:
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a California public agency
Ву:
Name: Gary L. Poertner
Title: Chancellor

EXHIBIT L

Quitclaim Deed

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:
Vice Chancellor, Business Services
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, California 92692-3635
Mail copy of Quitclaim Deed and Tax
Statements to:
City Manager
The City of Tustin
300 Centennial Way
Tustin, California 92780
Exempt from Recording Fees
Per Government Code Section 6103

Space Above This Line Reserved for Recorder's Use

## QUITCLAIM DEED AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471 STRIP PARCEL

THIS DEED is made this \_\_\_\_ day of \_\_\_\_\_, 2014, by the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ("SOCCCD") in favor of the CITY OF TUSTIN, CALIFORNIA, a municipal corporation organized under the laws of the State of California ("CITY").

#### RECITALS:

#### WHEREAS

- A. CITY requested from the United States of America (the "Government") conveyance of a portion of the former Marine Corps Air Station Tustin, ("MCAS Tustin") which was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Pub. L No. 101-510; "Base Closure Act") and which is no longer required for military purposes;
- B. The Government and CITY entered into that certain Agreement between the United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin, dated May 13, 2002 as amended by "Modification One (1)" dated April 10 2006, "Modification Two (2)" dated July 31, 2006 and "Modification Three (3)" dated December 19, 2011 (as so amended and modified, the "Navy-City Conveyance Agreement")

which sets forth the terms and conditions of the conveyance of portions of MCAS Tustin from the Government to CITY:

- C. Pursuant to California Civil Code § 1471 and a Finding of Suitability to Transfer ("FOST"), the Government determined that it is reasonably necessary to impose certain restrictions on the use of the City Property to protect present and future human health or safety or the environment as a result of the presence of hazardous materials on portions of the City Property described hereinafter with particularity;
- D. CITY and SOCCCD entered into that certain Agreement between the City of Tustin and the South Orange County Community College District for the Conveyance of a Portion of MCAS, Tustin and the Establishment of an Advanced Technology Educational Campus, dated April 22, 2004, as amended (as so amended, the "City-SOCCCD Conveyance Agreement") setting forth the terms and conditions of the conveyance of a portion of the City Property from CITY to SOCCCD;
- F. Pursuant to the Navy-City Conveyance Agreement, the Government conveyed certain real property at the Marine Corps Air Station, Tustin ("City Property") to CITY;
- G. In accordance with the City-SOCCCD Conveyance Agreement, CITY conveyed, on one or more occasions, portions of the City Property (the "SOCCCD Property") to SOCCCD; and
- H. CITY and SOCCCD have entered into that certain Agreement Concerning Valencia Parcel (the "Valencia Agreement"), pursuant to which SOCCCD has agreed to convey to CITY fee title to a certain portion of the SOCCCD Property to CITY for the consideration set forth in the Valencia Agreement.
- NOW THEREFORE, SOCCCD, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and forever quitclaim to CITY, all of SOCCCD's right, title and interest in and to that certain real property, comprising fifty-seven one-hundredths of an acre (0.57 acre) more or less (hereinafter "Strip Parcel"), as more particularly described in Exhibit "A."

TOGETHER WITH all improvements on the Strip Parcel.

#### 1. SUBJECT TO THE FOLLOWING:

- 1.1 <u>Encumbrances.</u> City agrees to accept conveyance of the Strip Parcel subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances of record, including those set forth in that certain Quitclaim Deed and Environmental Restriction Pursuant to <u>Civil Code Section 1471</u> (the "2004 Quitclaim Deed") recorded on April 29, 2004 as Instrument No. 2004000369376 in the Official Records.
- 1.2 <u>City Obligations</u>. The quitclaim deed from the Government conveying the City Property to CITY (the "Government Deed") was recorded prior to the recordation of the 2004 Quitclaim Deed conveying the Strip Parcel from the CITY to SOCCCD. The Government Deed placed certain obligations ("City Obligations") on CITY with regard to the environmental condition of the Strip Parcel. In turn, in the 2004 Quitclaim Deed, SOCCCD acknowledged and assumed the City Obligations. By CITY's acceptance of this Quitclaim Deed, City hereby (a) re-assumes the City

Obligations; (b) acknowledges that SOCCCD's assumption of the City Obligations is terminated; and (c) forever releases SOCCCD from the City Obligations; provided, however, that SOCCCD shall remain liable for any breach of the City Obligations during the period in which SOCCCD had ownership and possession of the Strip Parcel.

- 2. "As is, Where Is. With All Faults". SOCCCD makes no warranties regarding the environmental conditions on the Strip Parcel; SOCCCD has no knowledge regarding the accuracy or adequacy of the Government's remediation of the City Property as provided in the Government Deed. CITY acknowledges that it has examined the Strip Parcel and is acquiring the Strip Parcel from SOCCCD in an "AS IS, WHERE IS, WITH ALL FAULTS" condition, in its present state and condition and with all faults, which provisions shall survive the close of escrow related to this transaction and do not merge with this Deed.
- 3. COVENANTS RUNNING WITH THE LAND. The terms of this Deed, are hereby agreed and declared by SOCCCD and CITY and declared to be covenants running with the land and enforceable as restrictions and equitable servitudes against the Strip Parcel, and are hereby declared to be and shall be binding upon the Strip Parcel and SOCCCD and the successors and assigns of SOCCCD owning all or any portion of the Strip Parcel.
- 4. NOTICES: All notices, consents, demands, requests and other communications a party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set for below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section:

If to CITY: City of Tustin

300 Centennial Way Tustin, California 92780 Attn: City Manager

With a copy (which shall not David Kendig, City Attorney

constitute notice) to:

David Kendig, City Attorney Woodruff, Spradlin & Smart

555 Anton Boulevard, Suite 1200

Costa Mesa, CA 92626

If to SOCCCD: Vice Chancellor, Business Services

South Orange County Community College District

8000 Marguerite Parkway Mission Viejo, CA 92692

And to: Andrew P. Bernstein, Esq.

Jackson DeMarco Tidus & Peckenpaugh

2030 Main Street, 12th Floor Irvine, California 92614

IN WITNESS WHEREOF, SOCCCD has caused its name to be signed to this Deed on the day first above written.

SOUTH ORAN	GE COUNTY	
COMMUNITY	COLLEGE DISTR	ICT

By:		Gary L. Poertner Chancellor	
Date	21	, 2014	

#### ACKNOWLEDGEMENT OF CITY'S COVENANTS

TO INDICATE ACCEPTANCE of its covenants and agreements contained in this Deed and receipt of the documents described herein, CITY has executed this document on the date written below.

	CITY OF TUSTIN
	By:  Name: Jeffrey C. Parker Title: City Manager  Date:, 2014
Attest:	
Name;	
Approved as to Form:	
Name: David Kendig, Esq. Title: City Attorney	

STATE OF CALIFO	ORNIA	
COUNTY OF		
On	, 2014, before me,	
evidence to be the acknowledged to me	d Gary L. Poertner who proved to e person whose name is subscribe e that he executed the same in his au estrument the person, or the entity u instrument.	ed to the within instrument and athorized capacity, and that by his
	NALTY OF PERJURY under the law raph is true and correct.	ws of the State of California that
WITNESS my hand	I and official seal.	
Signature;		
		(SEAL)
STATE OF CALIF	ORNIA	
COUNTY OF		
0-	, 2014, before me,	
On	, 2014, before me,	(here insert name and title of the officer)
evidence to be the p acknowledged to m	d Jeffrey C. Parker who proved to a person whose name is subscribed to t he that he executed the same in his au strument the person, or the entity upo instrument.	the within instrument and athorized capacity, and that by his
	NALTY OF PERJURY under the la graph is true and correct.	iws of the State of California that
WITNESS my hand	d and official seal.	
Signature:		
		(SEAL)

#### **EXHIBIT A**

Legal Description of Strip Parcel

To Quitclaim Deed and Environmental Restriction Pursuant to Civil Code Section 1471

(Strip Parcel / 1199289)

### **PSOMAS**

# Legal Description Exhibit "A"

#### Parcel I-E-4

#### (Portion of Reuse Plan Disposition Site 1)

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

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#### Parcel I-E-4

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Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of South 40°37'39" East between Valencia Avenue and Warner Avenue; thence South 49°20'07" East 103.05 feet; thence South 40°39'53" West 52.00 feet to the True Point of Beginning; thence South 49°20'07" East 3.18 feet to the beginning of a curve concave southwesterly having a radius of 1348.04 feet; thence southeasterly along said curve 45.04 feet through a central angle of 1°54'51" to the beginning of a compound curve concave southwesterly having a radius of 42.00 feet, a radial line to said beginning bears North 42°34'44" East; thence southeasterly along said curve 11.95 feet through a central angle of 16°18'19"; thence South 31°06'57" East 31.73 feet to the beginning of a curve concave northeasterly having a radius of 58,00 feet; thence southeasterly along said curve 12.87 feet through a central angle of 12°42'56"; thence South 43°49'53" East 61.09 feet to the beginning of a curve concave northeasterly having a radius of 58.00 feet; thence southeasterly along said curve 14.33 feet through a central angle of 14°09'14"; thence South 57°59'07" East 36.66 feet to the beginning of a curve concave southwesterly having a radius of 42.00 feet, thence southeasterly along said curve 10.38 feet through a central angle of 14°09'17"; thence South 43°49'50" East 9.46 feet to the beginning of a curve

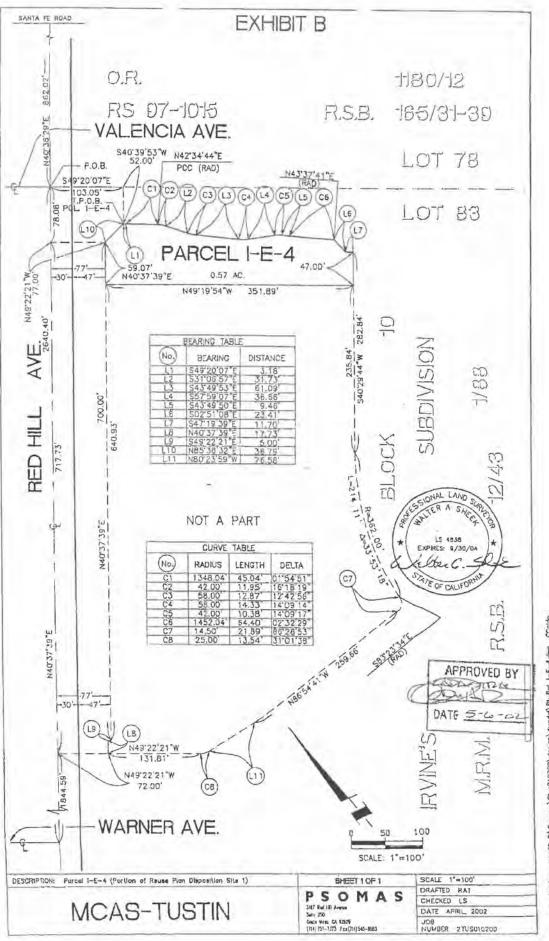
## PSOMAS

## Legal Description Exhibit "A"

#### Parcel I-E-4

## (Portion of Reuse Plan Disposition Site 1)

1	concave northeasterly having a radius of 1452.04 feet; thence southeasterly along said
2	curve 64.40 feet through a central angle of 2°32'29"; thence South 02°51'08" East 23.41
3	feet; thence South 47°19'39" East 11.70 feet; thence South 40°29'44" West 47.00 feet;
4	thence North 49°19'54" West 351.89 feet to a point on a line parallel with and distant
5	77.00 feet southeasterly from the centerline of said Red Hill Avenue; thence along said
6	parallel line North 40°37'39" East 59.07 feet to a point lying South 85°38'32" West 36.79
7	feet from the True Point of Beginning; thence leaving said parallel line
8	North 85°38'32" East 36.79 feet to the True Point of Beginning.
9	
10	Containing 24,672 square feet or 0.57 acres, more or less.
11	
12	
13	As shown on Exhibit "B" attached hereto and by this reference made a part hereof.
14	
15	prepared under my supervision
16	Letter C. Share Plant, 2002
17	able C. Sur Hore, 2002 (E) 30
18	Walter A. Sheek P.L.S. 4838
19	
20	Revised April 17, 2002
21	APPROVED BY
22	APEROVED BY
	DATE 5-6-62



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#### **EXHIBIT M**

Interim Lease Amendment





THIS AMENDMENT TO LEASE is made and entered into as of	, 2014	, by and between
City of Tustin, a California municipal corporation and South Orange County Community College District, a	California public agency	("Lessee")
WHEREAS, on or about August 8, 2013 a Lease was a to certain real property commonly known as: the ATEP temporary of	entered into by and between Lessor	
(the "Premises"), and	ampub und adjacene parkt	19 100
WHEREAS I seems and I seems II have III have not esculevely expended as	41	
WHEREAS, Lessor and Lessee   have   have not previously amended sain	d Lease, and	
WHEREAS, the Lessor and Lessee now desire to amend said Lease,		
NOW, THEREFORE, for payment of TEN DOLLARS and other good and valu of which is hereby acknowledged, the parties mutually agree to make the follow		
☑ TERM: The Expiration Date is hereby □ advanced ☑ extended to		ic Leage.
5 100550 VOZ 51 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
AGREED USE: The Agreed Use is hereby modified to		
BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follow	s:	
☑ OTHER: Paragraph 52 as set forth in the attach the Lease The sentence "No Option is being gran		
39.	ted is hereby defeted i	rom Paragraph
This Agreement shall not be construed against the party preparing it, but agreement and any uncertainty and ambiguity shall not be interpreted against		jointly prepared this
Agreement and any uncertainty and ambiguity shall not be interpreted against	any one party.	
All other terms and conditions of this Lease shall remain unchanged and sharnended herein.	all continue in full force and effect e	xcept as specifically
PAGE OF 2		
INITIALS		INITIALS
©2006 - AIR COMMERCIAL REAL ESTATE ASSOCIATION		FORM ATL-0-7/06E

EXECUTED as of the day and year first above written.

By Lessor: CITY OF TUSTIN,	By Lessee: SOUTH ORANGE COUNTY COMMUNITY COLLEGE
a California municipal corporation	DISTRICT, a Cal fornia public agency
Ву:	By:
Name Printed: Jeffrey C. Parker	Name Printed: Gary L. Poertner
Title: City Manager	Title: Chancellor
	_ \
Ву:	By:
Name Printed:	Name Printed:
Title:	Title:

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203.

Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.



PAGE Z OF 2

INITIALS

INITIALS



By and Between (Lessor) City of Tustin, a California municipal
corporation
By and Between (Lessee) South Orange County Community College
District, a California public agency
Address of Premises: ATEP temporary campus and adjacent parking lot
Paragraph 52
A. OPTION(S) TO EXTEND:  Lessor hereby grants to Lessee the option to extend the ferm of this Lesse for one (1) additional six (6) month period(e) commencing when the prior ferm expires upon each and all of the following terms and conditions:  (i) In order to exercise an option to extend, Lessee must give written notice of such election to Lessor and Lessor must receive the same a least one but not more than six months prior to the date that the option period would commence, time being of the essence. If proper notification of the exercise of an option is no given and/or received, such option shall automatically expire. Options (if there are more than one) may only be exercised consecutively.  (ii) The provisions of paragraph 39, including those relating to Lessee's Default set forth in paragraph 39.4 of this Lease, are conditions of this Option.  (iii) Except for the provisions of this Lease granting an option or options to extend the term, all of the terms and conditions of this Lease except where specifically modified by this option shall apply.  (iv) This Option is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and without the intention of thereafter assigning or subletting.  (v) The monthly rent for each month of the option period shall be calculated as follows—using the method(s) indicated below: (Check Method(s) to be Used and Fill in Appropriately)—as set forth in the Lease as Base Rent.
a. On (Fill in COLA Dates).
the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Censumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one):   CPI W (Urban Wage Earners and Clerical Workers) or  CPI U (All Urban Censumers) for (Fill in Urban Area):  All Items (1982-1984 = 100), herein referred to as "CPI"  b. The monthly rent payable in accordance with paragraph A.La. of this Addendum shall be balculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month? In above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the INITIALS.  INITIALS
INITIALS

Dated

#### EXHIBIT A Page 176 of 213

calendar month which is 2 months prior to (select one).	se as set forth in paragraph 1.3 ("Base Month") or -
The sum so calculated shall constitute the new monthly rent hereunder, but in no event, shall any for the month immediately preceding the rent education of the month immediately preceding the rent education.	such new monthly rent be less than the rent payable
c. In the event the compilation and/or publication of the CPI shall be transferred to any or shall be discontinued, then the index most nearly the same as the CPI shall be used to make agree on such alternative index, then the matter shall be submitted for decision to the America rules of said Association and the decision of the arbitrators shall be binding upon the parties. The Parties	euch calculation. In the event that the Parties cannot in Arbitration Association in accordance with the then
☐ II. Market Rental Value Adjustment(s) (MRV) a On (Fill in MRV Adjustment Date(s))	
the Base Rent-shall be adjusted to the "Market Rental Value" of the property as follows:	
<ol> <li>Four months prior to each Market Rental Value Adjustment Date described above.</li> <li>MRV will be on the adjustment date. If agreement cannot be reached, within thirty days, then:</li> </ol>	the Parties shall attempt to agree upon what the new
(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraised days. Any associated costs will be split equally between the Parties, or	or broker to establish the new MRV within the next 30
(b)—Both Lessor and Lessee-shall each-immediately make a reasonable determ writing, to arbitration in accordance with the following provisions:	nation of the MRV and submit such determination, in
(i) Within 15 days thereafter, Lesser and Lessee shall each select an ⊡-app choice to act as an arbitrator. The two-arbitrators-so-appointed-shall-immediately-select a-t arbitrator.	
(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrates is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The conthe Parties. The submitted MRV which is determined to be the closest to the actual MRV shall	ecision of a majority of the arbitrators shall be binding
(iii) If either of the Parties fails to appoint an arbitrator within the specified that reach a decision on his or her own, and said decision shall be binding on the Parties.	6-days, the arbitrator timely appointed by one of them
(iv) The entire cost of such arbitration shall be paid by the party whose sub-	nitted MRV is not selected, ie, the one that is NOT the
2) Notwithstanding the foregoing, the new MRV shall not/be less than the rent pladjustment.	yable for the month immediately preceding the rent
b. Upon the establishment of each New Market Rental Value	
the new MRV-will-become the new "Base Rent" for the purpose of calculating any full the first menth of each Market Rental Value term shall become the new "Base Adjustments."	
HI. Fixed Rental Adjustment(s) (FRA) The Base Rent shall be increased to the following amounts on the dates set forth below:	
On (Fill in FRA Adjustment Date(s))	The New Base Rent shall be
B. NOTICE:  Unless specified otherwise herein, notice of any rental adjustments, other than Fixing paragraph 23 of the Lease.	d Rental Adjustments, shall be made as specified in
C.—BROKER'S FEE:	
PAGE/2 OF 3	
INITIALS	INITIALS

The Brekers shall be paid a Brekerage Fee for each adjustment-specified above in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203.

Telephone No. (243) 687-8777. Fax No.: (213) 687-8616.



PAGE/3 OF 3

INITIALS

INITIALS

#### EXHIBIT N

#### Valencia Parcel CC&Rs

RECORDING REQUESTED BY	
AND WHEN RECORDED MAIL TO:	
Vice Chancellor, Business Services SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT 28000 Marguerite Parkway Mission Viejo, California 92692-3635	
Exempt from Recording Fees Per Government Code Section 6103	

(Space Above for Recorder's Use)

#### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IMPOSING USE RESTRICTION

(VALENCIA PARCEL)

	THIS	DECLARATION	OF	COVENANTS,	CONDITIONS	AND
RESTRI	CTIONS IN	IPOSING USE RES	TRIC	TION ("Declaratio	n") is made by the	CITY
OF TUS	TIN, a munic	cipal corporation ("C	ity") in	favor of the SOU	TH ORANGE CO	UNTY
COMMU	INITY COL	LEGE DISTRICT,	a publ	ic agency ("SOCC	CD"), and is enter	ed into
this	day of	, 2014 (th	e "Effe	ective Date").		

#### RECITALS

- A. City is the owner of a leasehold interest in certain real property located in the City of Tustin, County of Orange, State of California more particularly described in <a href="Exhibit A">Exhibit A</a> attached hereto (the "City Parcel").
- B. SOCCCD is the owner of fee title or a leasehold interest in certain real property located adjacent to the City Parcel more particularly described in <a href="Exhibit B">Exhibit B</a> attached hereto (the "SOCCCD Parcel"). The City Parcel and the SOCCCD Parcel are located in Neighborhood A as described in that certain MCAS Tustin Specific Plan/Reuse Plan originally adopted by City on February 3, 2003, as subsequently amended through the Effective Date (as so amended, the "Specific Plan").
- C. This Declaration is recorded at the request of SOCCCD to impose certain use restrictions on the City Parcel for the benefit of the SOCCCD Parcel.

NOW, THEREFORE, City hereby declares as follows:

- 1. **USE RESTRICTION**. The City Parcel shall only be used for the following purposes:
  - (a) The following permitted uses identified in Section 3.3.3.A. of the Specific Plan: (i) ballfields, courts, playgrounds and other recreation facilities; (ii) public park; and (iii) sports field lighting where lighting is designed to confine direct rays and glare to the premises; and
  - (b) Accessory uses and structures identified in Section 3.3.3.B. of the Specific Plan, when customarily associated with and subordinate to a permitted use identified above on the same site, including without limitation the following: (i) maintenance facilities and structures, enclosed and screened outdoor storage; (ii) support commercial concessions; (iii) gazebos; and (iv) parking.
  - 2. RUN WITH THE LAND. All provisions of this Declaration are imposed as equitable servitudes on City's leasehold interest in the City Parcel for the benefit of the SOCCCD Parcel (to the extent of SOCCCD's interest therein); provided however, at such time as City or its successor in intererst acquires fee title to all or any portion of the City Parcel, then this Declaration shall automatically be imposed as an equitable servitude on fee title to each portion of the City Parcel so acquired. All covenants, conditions and restrictions in this Declaration shall (a) run with and burden City's leasehold interest in the City Parcel; provided however, at such time as City or its successor in interest acquires fee title to all or any portion of the City Parcel, then this Declaration shall automatically run with and burden fee title to each portion of the City Parcel so acquired; and (b) be binding on and for the benefit of all of the SOCCCD Parcel (to the extent of SOCCCD's interest therein) and all persons acquiring all or any portion of SOCCCD's interest in the SOCCCD Parcel.
  - COUNTERPARTS. This Declaration may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
  - 4. **INCORPORATION OF EXHIBITS.** Each of the exhibits attached to this Declaration is hereby incorporated into this Declaration by this reference.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have each executed this Declaration as of the date first written above.

	CITY OF TUSTIN	
	Name: Jeffrey C. Parker Title: City Manager	-
Approved as to Form: City Attorney or Special Counsel		
By: Name: David Kendig, Esq.		
Title: City Attorney		

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

STATE OF CALIFORNIA				
COUNTY OF				
On	, 2014, before me,			
		(here in	sert name and tit	le of the officer)
personally appeared	Jeffrey C. Parker			
who proved to me on the subscribed to the within it authorized capacity, and the behalf of which the person	nstrument and acknowled hat by his signature on t	lged to me the he instrumen	nat he exec	uted the same in his
I certify under PENALTY foregoing paragraph is true		the laws of	the State of	of California that the
WITNESS my hand and of	fficial seal.			
Signature:				
				(SEAL)
STATE OF CALIFORNIA	Λ			
COUNTY OF				
On	, 2014, before me,			
		(here in	nsert name and ti	tle of the officer)
personally appeared				
who proved to me on the subscribed to the within it authorized capacity, and the behalf of which the person	instrument and acknowle that by his signature on	dged to me t he instrumer	hat he exec	cuted the same in his
I certify under PENALT foregoing paragraph is true		the laws of	the State of	of California that the
WITNESS my hand and o	fficial seal.			
Signature:				

#### EXHIBIT A

Legal Description of the City Parcel (attached)

(Area 10)



April 19, 2013 BKF No. 20122006-13 Page 1 of 2

## LEGAL DESCRIPTION OF AREA NO. 10 Tustin, CA Portion of APN: 430-282-11 and All of APN: 430-282-10

Real property situated in the City of Tustin, County of Orange, State of California, described as follows:

Being a portion of PARCEL IV-J-4 and all of PARCEL IV-J-5 as said parcels are described in that certain document entitled "SHORT FORM NOTICE OF LEASE IN FURTHERANCE OF CONVEYANCE" filed for record on May 14, 2002 in Doc. No. 20020404590, Records of Orange County, more particularly described as follows:

BEGINNING at the most northeasterly corner of said PARCEL IV-J-5;

Thence along the easterly line of said PARCEL IV-J-5, South 07°11'09" West, 236.11 feet to the southwesterly line of said PARCEL IV-J-5;

Thence along said southwesterly line of PARCEL IV-J-5 and PARCEL IV-J-4 the following five (5) courses:

- 1. North 73°31'26" West, 47.60 feet;
- 2. South 64°04'33" West, 24.04 feet to the beginning of a tangent curve having a radius of 1038.68 feet;
- 3. Northwesterly along said curve, through a central angle of 05°27'40", for an arc length of 99.00 feet to the beginning of a compound curve, having a radius of 1353.04 feet;
- 4. Along said curve northwesterly, through a central angle of 16°07'53" for an arc length of 380.94 feet;
- 5. North 49°19'54" West, 183.81 feet;

Thence leaving said southwesterly line, North 40°40'06" East, 325.27 feet to the northeasterly line of said PARCEL IV-J-4;

Thence along said northeasterly line of said PARCEL IV-J-4 and continuing along the northeasterly line of said PARCEL IV-5, South 49°10'56" East, 576.11 feet to the POINT OF BEGINNING.

Containing an area of 197,272 square feet or 4.529 acres more or less.

Being a portion of Assessor's Parcel Number 430-282-11 and all of Assessor parcel number 430-282-10

NATIONAL PLANT

NO GOTTO

CP MILE

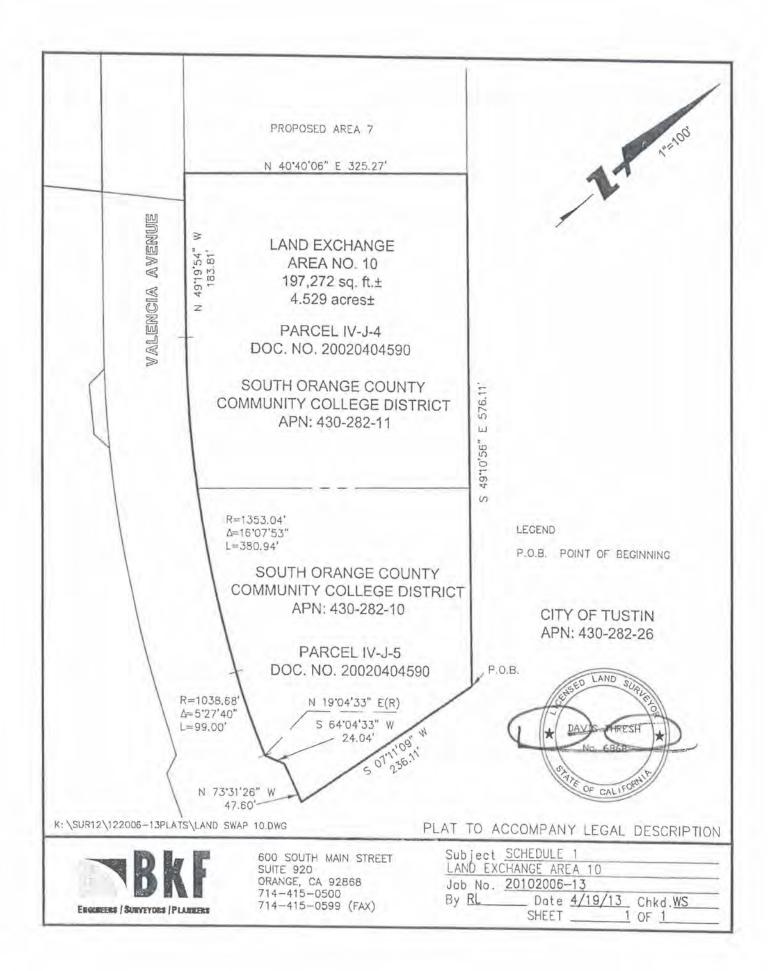
As shown on "Schedule 1" attached hereto and made a part hereof,

For: BKF Engineers

By: Davis Thresh, P.L.S. No. 6868 License expires: 09-30-2014

Date: 4-19-2013

K \Sur12\122006.13 ATEP Land Swap Plats\DWG\MAIN\LEGALS\LAND EXCITANGE 10.doc



#### EXHIBIT B

Legal Description of the SOCCCD Parcel (attached)
(Area H2)



May 06, 2014 BKF No. 20122006-13 Page 1 of 5

#### SOCCCD Property on Effective Date w/ ROW

Tustin, CA AREA H2

Portion of APN: 430-283-16 and 430-283-18 And all of 430-283-10 and 430-283-09

Real property situated in the City of Tustin, County of Orange, State of California, described as follows:

Being a portion of PARCEL I-E-1.1, as said parcel is described in that certain document entitled, "QUITCLAIM DEED AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471", filed for record on April 29, 2004 in Document No. 2004000369376,

And a portion of PARCEL IV-J-6 and all of PARCEL IV-J-7, as said parcels are described in that certain document entitled "SHORT FORM NOTICE OF LEASE IN FURTHERANCE OF CONVEYANCE", filed for record on May 14, 2002 in Document No. 20020404590,

And a portion of PARCEL I-B-2 as said parcel is described in that certain document entitled "QUITCLAIM DEED E AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471", filed for record on May 14, 2002 in Document No. 20020404595, Records of Orange County, more particularly described as follows;

#### AREA H2:

COMMENCING at the most northwesterly corner of said PARCEL 1-E-2;

Thence along the northwesterly line of said PARCEL I-E-2, the following five (5) courses:

- 1. North 40°37'39" East, 50.00 feet;
- 2. South 49°22'21" East, 12.00 feet;
- 3. North 40°37'39" East, 180.00 feet;
- 4. North 49°22'21" West, 12.00 feet;
- 5. North 40°37'39" East, 343.98 feet the TRUE POINT OF BEGINNING;

Thence continuing along said northwesterly the following ten (10) courses:

- 1. North 40°37'39" East, 376.02 feet;
- 2. North 49°22'21" West, 5.00 feet;
- 3. North 40°37'39" East, 797.89 feet;

- 4. South 49°22'21" East, 131.81 feet to the beginning of a tangent curve concave to the northeast, having a radius of 25.00 feet;
- 5. Along said curve, through a central angle of 31°01'38", for an arc length of 13.54 feet;
- 6. South 80°23'59" East, 76.58 feet;
- 7. South 86°54'41" East, 259.66 feet the beginning of a tangent curve, concave to the northwest, having a radius of 14.50 feet;
- 8. Easterly and northerly along said curve, through a central angle of 86°28'53", for an arc length of 21.89 feet to the beginning of a reverse curve, having a radius of 362.00 feet;
- 9. Northerly and northeasterly along said reverse curve to the right through a central angle of 33°53'17", for an arc length of 214.11 feet;
- 10. North 40°29'44" East, 282.84 feet to the northeasterly line of said PARCEL I-E-1.1;

Thence continuing along said northeasterly line said PARCEL I-E-1.1, South 47°19'39" East, 44.34 feet;

Thence continuing along last said northeasterly line of said PARCEL I-E-1.1, the following four (4) courses:

- 1. North 85°40'06" East, 24.04 feet;
- 2. South 49°19'54" East, 9.96 feet to the beginning of a tangent curve concave to the northeast having a radius of 3,108.58 feet;
- 3. Southeasterly along said curve, through a central angle of 02°18'05", for an arc length of 124.86 feet to the beginning of a reverse curve, having a radius of 3,092.58 feet;
- 4. Southeasterly along said reverse curve through a central angle of 02°18'05", for an arc length of 124.22 feet;

Thence continuing along said northeasterly line and the northeasterly line of said parcel IV-J-6, the following sixteen (16) courses:

- 1. South 49°19'54" East, 313.83 feet to the beginning of tangent curve concave to the northeast, having a radius of 1,447.04 feet;
- 2. Along said curve, through a central angle of 01°23'53", for an arc length of 35.31 feet;
- 3. South 04°58'49" East, 24.36 feet;
- 4. South 54°27'57" East, 56.24 feet;
- 5. North 83°15'15" East, 22.96 feet to the beginning of a non tangent curve concave to the northeast, having radius of 1,447.04 feet, to which point a radial line bears South 35°44'30" West;
- 6. Southeasterly along said curve, through a central angle of 11°53'59", for an arc length of 300.54 feet;

- 7. South 66°09'29" East, 52.51 feet;
- 8. South 21°09'25" East, 24.04 feet;
- 9. South 68°17'15" East, 62.36 feet;
- Thence North 64°09'20" East, 23.85 feet to the beginning of a non tangent curve concave to the northeast, having a radius of 1,090.18 feet, to which point a radial line bears South 19°14'54" West;
- Southeasterly along said curve, through a central angle of 04°56'38", for an arc length of 94.07 feet to the beginning of a compound curve, having a radius of 1,464.04 feet;
- 12. Along said curve, through a central angle of 00°41'45", for an arc length of 17.78 feet to the beginning of a reverse curve, having a radius of 142.00 feet;
- 13. Along said reverse curve through a central angle of 11°54'29", for an arc length of 29.51 feet;
- South 64°29'00" East, 15.88 feet to the beginning of a tangent curve concave to the northeast, having a radius of 158.00 feet;
- 15. Along said curve, through a central angle of 14°52'27", for an arc length of 41.02 feet;
- 16. South 79°21'27" East, 218.54 feet to the southeasterly line of said PARCEL IV-J-6;

Thence leaving said line and along said southeasterly line the following eleven (11) courses:

- South 31°20'58" East, 40.12 feet; to the beginning of a non tangent curve, concave to the west, having a radius of 1,354.04 feet, to which point a radial line bears South 73°20'33" East;
- Southerly along said curve, through a central angle of 02°02'49", for an arc length of 48.38 feet to the beginning of a compound curve, having a radius of 42.00 feet;
- Southwesterly, along said compound curve through a central angle of 16°11'24", for an arc length
  of 11.87 feet;
- South 34°53'40" West, 33.43 feet to the beginning of a tangent curve concave the east, having a radius of 58.00 feet;
- Along said curve, through a central angle of 13°44'05", for an arc length of 13.90 feet to the beginning of a reverse curve, having a radius of 1,3420.04 feet;
- Southerly along said reverse curve to through a central angle of 02°27'21" for an arc length of 57.52 feet to the beginning of a reverse curve, having a radius of 58.00 feet;
- Southerly, along said reverse curve through a central angle of 13°44'05", for an arc length of 13.90 feet;
- South 09°52'51" West, 33.43 feet to the beginning of a tangent curve concave to the northwest, having a radius of 42.00 feet;

- 9. Along said curve, through a central angle of 16°11'24", for an arc length of 11.87 feet to the beginning of a compound curve, having a radius of 1,354.04 feet;
- 10. Along said compound curve through a central angle of 23°27'25", for an arc length of 554.34 feet;
- 11. North 15°49'01" West, 382.89 feet to the southeasterly line of said PARCEL IV-J-7;

Thence leaving said southeasterly line of said PARCEL IV-J-6 and along the southeasterly line of said PARCEL IV-J-7, South 71°36'25" West, 351.77 feet;

Thence continuing along said southeasterly line of said APARCEL IV-J-7 and continuing along said southeasterly line of PARCEL IV-J-6, North 77°38'59" West, 256.30 feet;

Thence along the southeasterly line of said PARCEL IV-J-6, the following four (4) courses:

- 1. South 40°38'46" West, 486.27 feet;
- 2. South 49°21'14" East, 459.00 feet to the beginning of a non tangent curve concave to the southeast, having a radius of 1,446.04 feet, to which point a radial line bears North 29°41'43" West:
- 3. Southwesterly along said curve, through a central angle of 21°07'46", for an arc length of 533.27 feet;
- 4. South 39°10'31" West, 163.56 feet to the southwesterly line of said PARCEL IV-J-6;

Thence along last said southwesterly line, North 33°57'12" West, 70.07 feet to the westerly line of said PARCEL IV-J-6;

Thence leaving said southwesterly line and along said westerly line, North 09°21'06" East, 300.94 feet to the southeasterly line of said PARCEL I-E-1.1;

Thence along last said southeasterly line the following four (4) courses:

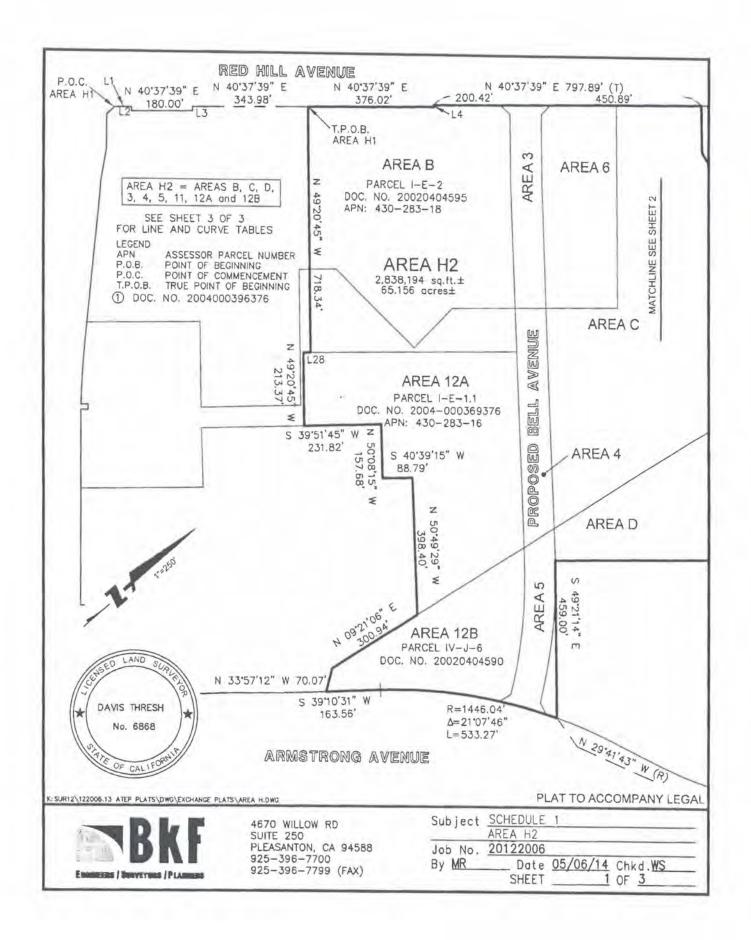
- 1. North 50°49'29" West, 398.40 feet;
- 2. South 40°39'15" West, 88.79 feet;
- 3. North 50°08'15" West, 157.68 feet;
- 4. South 39°51'45" West, 231.82 feet;

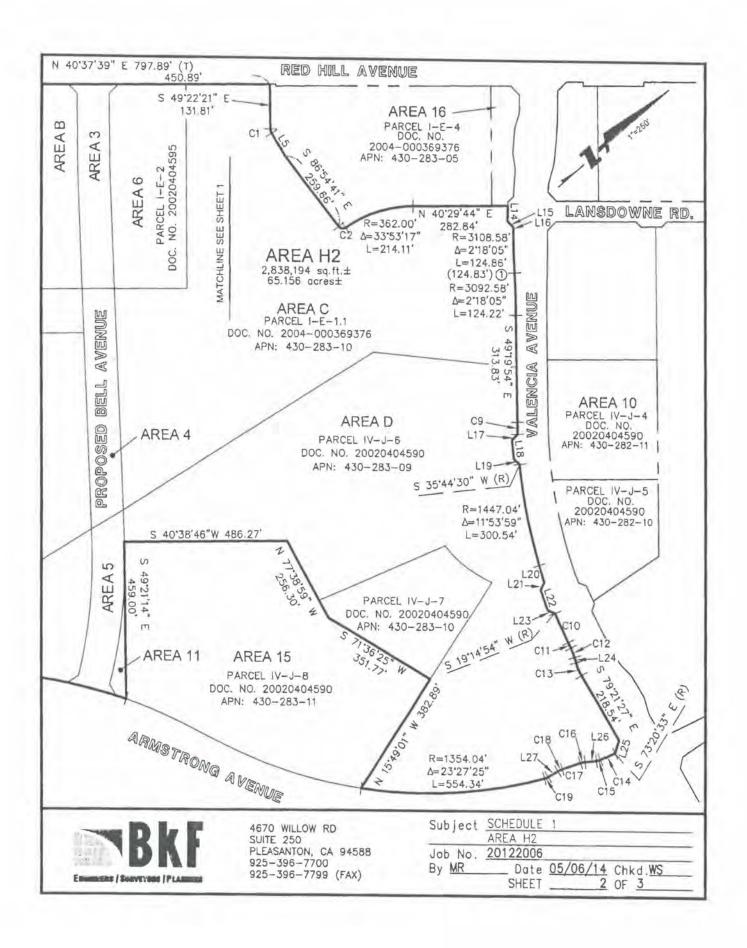
Thence leaving last said line, North 49°20'45" West, 213.37 feet;

Thence North 40°39'15" East, 20.88 feet;

Thence North 49°20'45" West, 718.34 to the TRUE POINT OF BEGINNING.

Containing a total area of 2,838,194 square feet, 65.156 acres more or less.
Being a portion of Assessor's Parcel Numbers: 430-283-16 and 430-283-18.
Being all of Assessor Parcel Numbers 430-283-09 and 430-283-10.
As shown on "Schedule 1" attached hereto and made a part hereof.
For: BKF Engineers
By: Davis Thresh, P.L.S. No. 6868 License expires: 09-30-2014
Date:  K\Sur12\122006.13 ATEP Land Swap Plats\DWG\MAIN\LAND EXCHANGE LEGALS\AREA II doc





**EXHIBIT 0** 

Strip Parcel CC&Rs

RECORDING REQUESTED BY	
AND WHEN RECORDED MAIL TO:	
Vice Chancellor, Business Services SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT 28000 Marguerite Parkway Mission Viejo, California 92692-3635	
Exempt from Recording Fees Per Government Code Section 6103	

(Space Above for Recorder's Use)

#### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IMPOSING USE RESTRICTION

(STRIP PARCEL)

	THIS	DECLARATION	OF	COVENANTS,	CONDITIONS	AND
RESTRIC	CTIONS IM	IPOSING USE RES	STRIC	TION ("Declarati	on") is made by the	CITY
OF TUST	TIN, a munic	cipal corporation ("C	'ity") in	n favor of the SOL	TH ORANGE CO	UNTY
COMMU	NITY COL	LEGE DISTRICT,	a publ	ic agency ("SOCO	CCD"), and is enter	ed into
this	day of	, 2014 (th	e "Effe	ective Date").	Carlot Analysis Control	

#### RECITALS

- A. City is the owner of fee title to certain real property located in the City of Tustin, County of Orange, State of California more particularly described in <a href="Exhibit A">Exhibit A</a> attached hereto (the "City Parcel").
- B. SOCCCD is the owner of fee title or a leasehold interest in certain real property located adjacent to the City Parcel more particularly described in <a href="Exhibit B">Exhibit B</a> attached hereto (the "SOCCCD Parcel"). The City Parcel and the SOCCCD Parcel are located in Neighborhood A as described in that certain MCAS Tustin Specific Plan/Reuse Plan originally adopted by City on February 3, 2003, as subsequently amended through the Effective Date (as so amended, the "Specific Plan").
- C. This Declaration is recorded at the request of SOCCCD to impose certain use restrictions on the City Parcel for the benefit of the SOCCCD Parcel.

NOW, THEREFORE, City hereby declares as follows:

- 1. **USE RESTRICTION**. The City Parcel shall only be used for the following purposes: (a) landscaping and open space; (b) any uses that are currently permitted or conditionally permitted pursuant to Section 3.3.4.A. of the Specific Plan; or (c) any accessory uses and structures that are currently permitted pursuant to Section 3.3.4.B. of the Specific Plan. For ease of reference, the text of Sections 3.3.4.A. and 3.3.4.B. of the Specific Plan as in effect as of the Effective Date is attached hereto as Exhibit C.
- 2. RUN WITH THE LAND. All provisions of this Declaration are imposed as equitable servitudes on the City Parcel for the benefit of the SOCCCD Parcel (to the extent of SOCCCD's interest therein). All covenants, conditions and restrictions in this Declaration shall (a) run with and burden the City Parcel; and (b) be binding on and for the benefit of all of the SOCCCD Parcel (to the extent of SOCCCD's interest therein) and all persons acquiring all or any portion of SOCCCD's interest in the SOCCCD Parcel.
- COUNTERPARTS. This Declaration may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 4. **INCORPORATION OF EXHIBITS**. Each of the exhibits attached to this Declaration is hereby incorporated into this Declaration by this reference.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have each executed this Declaration as of the date first written above.

	CITY OF TUSTIN
	Name: Jeffrey C. Parker Title: City Manager
Approved as to Form: City Attorney or Special Counsel	
By: Name: David Kendig, Esq. Fitle: City Attorney	
The City retorney	SOUTH ORANGE COUNTY
	COMMUNITY COLLEGE DISTRICT
	Ву:
	Name: Gary L. Poertner
	Title: Chancellor

STATE OF CAL	IFORNIA	
COUNTY OF _		
On	. 2014. before	me,
		(here insert name and title of the officer)
	redJeffrey C. Par	
subscribed to the authorized capac	within instrument and ac	afactory evidence to be the person whose name is acknowledged to me that he executed the same in his ture on the instrument the person, or the entity upon the instrument.
	PENALTY OF PERJURY aph is true and correct.	under the laws of the State of California that the
WITNESS my ha	and and official seal.	
Signature		
Signature.		
		(SEAL
STATE OF CAL	IFORNIA	
COUNTY OF _		
On	, 2014, before	e me,
		(here insert name and title of the officer)
	red Gary L. Poer	
subscribed to the	e within instrument and a	sfactory evidence to be the person whose name is cknowledged to me that he executed the same in his ture on the instrument the person, or the entity upon the instrument.
	PENALTY OF PERJURY aph is true and correct.	Y under the laws of the State of California that th
WITNESS my h	and and official seal.	
Signature		
o.B.m.m.		
		(SEAI

#### **EXHIBIT A**

Legal Description of the City Parcel (attached)

(Area 16)

### **PSOMAS**

## Legal Description Exhibit "A"

#### Parcel I-E-4

### (Portion of Reuse Plan Disposition Site 1)

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

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#### Parcel I-E-4

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Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of South 40°37'39" East between Valencia Avenue and Warner Avenue; thence South 49°20'07" East 103.05 feet; thence South 40°39'53" West 52.00 feet to the True Point of Beginning; thence South 49°20'07" East 3.18 feet to the beginning of a curve concave southwesterly having a radius of 1348.04 feet; thence southeasterly along said curve 45.04 feet through a central angle of 1°54'51" to the beginning of a compound curve concave southwesterly having a radius of 42.00 feet, a radial line to said beginning bears North 42°34'44" East; thence southeasterly along said curve 11.95 feet through a central angle of 16°18'19"; thence South 31°06'57" East 31.73 feet to the beginning of a curve concave northeasterly having a radius of 58.00 feet; thence southeasterly along said curve 12.87 feet through a central angle of 12°42'56"; thence South 43°49'53" East 61.09 feet to the beginning of a curve concave northeasterly having a radius of 58.00 feet; thence southeasterly along said curve 14.33 feet through a central angle of 14°09'14"; thence South 57°59'07" East 36.66 feet to the beginning of a curve concave southwesterly having a radius of 42.00 feet, thence southeasterly along said curve 10.38 feet through a central angle of 14°09'17"; thence South 43°49'50" East 9.46 feet to the beginning of a curve

APPROVED BY

DATE 5-6-02

# PSOMAS

# **Legal Description**

# Exhibit "A"

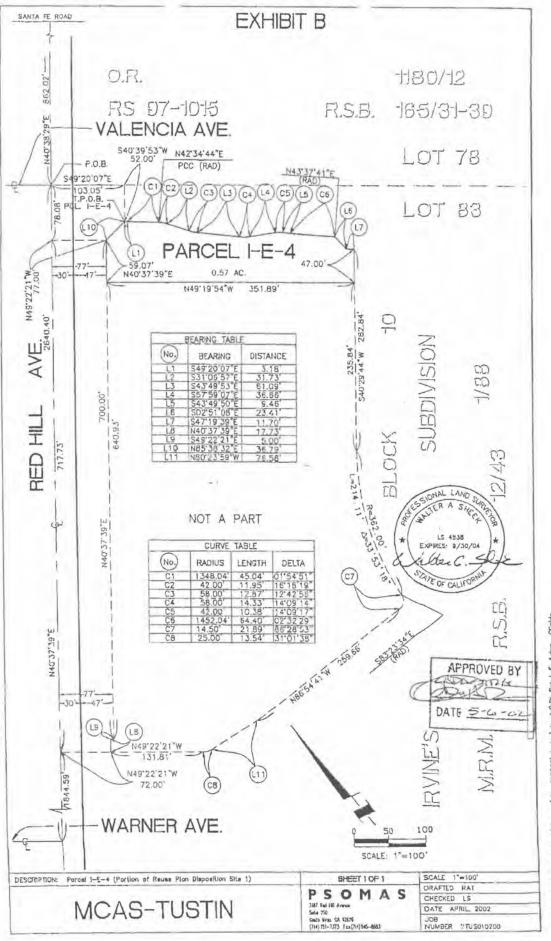
# Parcel I-E-4

# (Portion of Reuse Plan Disposition Site 1)

1	concave northeasterly having a radius of 1452.04 feet; thence southeasterly along said					
2	curve 64.40 feet through a central angle of 2°32'29"; thence South 02°51'08" East 23.41					
3	feet; thence South 47°19'39" East 11.70 feet; thence South 40°29'44" West 47.00 feet;					
4	thence North 49°19'54" West 351.89 feet to a point on a line parallel with and distant					
5	77,00 feet southeasterly from the centerline of said Red Hill Avenue; thence along said					
6	parallel line North 40°37'39" East 59.07 feet to a point lying South 85°38'32" West 36.79					
7	feet from the True Point of Beginning; thence leaving said parallel line					
8	North 85°38'32" East 36.79 feet to the True Point of Beginning.					
9						
10	Containing 24,672 square feet or 0.57 acres, more or less.					
11						
12						
13	As shown on Exhibit "B" attached hereto and by this reference made a part hereof.					
14						
15	prepared under my supervision					
16	ESSIONAL LAND SUPLE					
17	able 6. She Heye, 2002 (8/3)					
18	Walter A. Sheek P.L.S. 4838					
19						
20	Revised April 17, 2002					

21

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#### EXHIBIT B

Legal Description of the SOCCCD Parcel (attached)

(Area H2)



May 06, 2014 BKF No. 20122006-13 Page 1 of 5

#### SOCCCD Property on Effective Date w/ ROW Tustin, CA AREA H2

Portion of APN: 430-283-16 and 430-283-18 And all of 430-283-10 and 430-283-09

Real property situated in the City of Tustin, County of Orange, State of California, described as follows:

Being a portion of PARCEL I-E-1.1, as said parcel is described in that certain document entitled, "QUITCLAIM DEED AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471", filed for record on April 29, 2004 in Document No. 2004000369376,

And a portion of PARCEL IV-J-6 and all of PARCEL IV-J-7, as said parcels are described in that certain document entitled "SHORT FORM NOTICE OF LEASE IN FURTHERANCE OF CONVEYANCE", filed for record on May 14, 2002 in Document No. 20020404590,

And a portion of PARCEL I-E-2 as said parcel is described in that certain document entitled "QUITCLAIM DEED E AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471", filed for record on May 14, 2002 in Document No. 20020404595, Records of Orange County, more particularly described as follows;

#### AREA H2:

COMMENCING at the most northwesterly corner of said PARCEL 1-E-2;

Thence along the northwesterly line of said PARCEL I-E-2, the following five (5) courses:

- 1. North 40°37'39" East, 50.00 feet;
- 2. South 49°22'21" East, 12.00 feet;
- 3. North 40°37'39" East, 180.00 feet;
- 4. North 49°22'21" West, 12.00 feet;
- North 40°37'39" East, 343.98 feet the TRUE POINT OF BEGINNING;

Thence continuing along said northwesterly the following ten (10) courses:

- 1. North 40°37'39" East, 376.02 feet;
- 2. North 49°22'21" West, 5.00 feet;
- 3. North 40°37'39" East, 797.89 feet;

- South 49°22'21" East, 131.81 feet to the beginning of a tangent curve concave to the northeast, having a radius of 25.00 feet;
- 5. Along said curve, through a central angle of 31°01'38", for an arc length of 13.54 feet;
- 6. South 80°23'59" East, 76.58 feet;
- South 86°54'41" East, 259.66 feet the beginning of a tangent curve, concave to the northwest, having a radius of 14.50 feet;
- Easterly and northerly along said curve, through a central angle of 86°28'53", for an arc length of 21.89 feet to the beginning of a reverse curve, having a radius of 362.00 feet;
- Northerly and northeasterly along said reverse curve to the right through a central angle of 33°53'17", for an arc length of 214.11 feet;
- 10. North 40°29'44" East, 282.84 feet to the northeasterly line of said PARCEL I-E-1.1;

Thence continuing along said northeasterly line said PARCEL I-E-1.1, South 47°19'39" East, 44.34 feet;

Thence continuing along last said northeasterly line of said PARCEL I-E-1.1, the following four (4) courses:

- 1. North 85°40'06" East, 24.04 feet;
- South 49°19'54" East, 9.96 feet to the beginning of a tangent curve concave to the northeast having a radius of 3,108.58 feet;
- Southeasterly along said curve, through a central angle of 02°18'05", for an arc length of 124.86 feet to the beginning of a reverse curve, having a radius of 3,092.58 feet;
- Southeasterly along said reverse curve through a central angle of 02°18'05", for an arc length of 124.22 feet;

Thence continuing along said northeasterly line and the northeasterly line of said parcel IV-J-6, the following sixteen (16) courses:

- South 49°19'54" East, 313.83 feet to the beginning of tangent curve concave to the northeast, having a radius of 1,447.04 feet;
- 2. Along said curve, through a central angle of 01°23'53", for an arc length of 35.31 feet;
- 3. South 04°58'49" East, 24.36 feet;
- 4. South 54°27'57" East, 56.24 feet;
- 5. North 83°15'15" East, 22.96 feet to the beginning of a non tangent curve concave to the northeast, having radius of 1,447.04 feet, to which point a radial line bears South 35°44'30" West;
- Southeasterly along said curve, through a central angle of 11°53'59", for an arc length of 300.54 feet;

- 7. South 66°09'29" East, 52.51 feet;
- 8. South 21°09'25" East, 24.04 feet;
- 9. South 68°17'15" East, 62.36 feet;
- Thence North 64°09'20" East, 23.85 feet to the beginning of a non tangent curve concave to the northeast, having a radius of 1,090.18 feet, to which point a radial line bears South 19°14'54" West;
- 11. Southeasterly along said curve, through a central angle of 04°56'38", for an arc length of 94.07 feet to the beginning of a compound curve, having a radius of 1,464.04 feet;
- Along said curve, through a central angle of 00°41'45", for an arc length of 17.78 feet to the beginning of a reverse curve, having a radius of 142.00 feet;
- 13. Along said reverse curve through a central angle of 11°54'29", for an arc length of 29.51 feet;
- South 64°29'00" East, 15.88 feet to the beginning of a tangent curve concave to the northeast, having a radius of 158.00 feet;
- 15. Along said curve, through a central angle of 14°52'27", for an arc length of 41.02 feet;
- 16. South 79°21'27" East, 218.54 feet to the southeasterly line of said PARCEL IV-J-6;

Thence leaving said line and along said southeasterly line the following eleven (11) courses:

- South 31°20'58" East, 40.12 feet; to the beginning of a non tangent curve, concave to the west, having a radius of 1,354.04 feet, to which point a radial line bears South 73°20'33" East;
- Southerly along said curve, through a central angle of 02°02'49", for an arc length of 48.38 feet to the beginning of a compound curve, having a radius of 42.00 feet;
- Southwesterly, along said compound curve through a central angle of 16°11'24", for an arc length
  of 11.87 feet;
- South 34°53'40" West, 33.43 feet to the beginning of a tangent curve concave the east, having a radius of 58.00 feet;
- Along said curve, through a central angle of 13°44'05", for an arc length of 13.90 feet to the beginning of a reverse curve, having a radius of 1,3420.04 feet;
- Southerly along said reverse curve to through a central angle of 02°27'21" for an arc length of 57.52 feet to the beginning of a reverse curve, having a radius of 58.00 feet;
- Southerly, along said reverse curve through a central angle of 13°44'05", for an arc length of 13.90 feet;
- South 09°52'51" West, 33,43 feet to the beginning of a tangent curve concave to the northwest, having a radius of 42,00 feet;

- Along said curve, through a central angle of 16°11'24", for an arc length of 11.87 feet to the beginning of a compound curve, having a radius of 1,354.04 feet;
- 10. Along said compound curve through a central angle of 23°27'25", for an arc length of 554.34 feet;
- 11. North 15°49'01" West, 382.89 feet to the southeasterly line of said PARCEL IV-J-7;

Thence leaving said southeasterly line of said PARCEL IV-J-6 and along the southeasterly line of said PARCEL IV-J-7, South 71°36'25" West, 351.77 feet;

Thence continuing along said southeasterly line of said APARCEL IV-J-7 and continuing along said southeasterly line of PARCEL IV-J-6, North 77°38'59" West, 256.30 feet;

Thence along the southeasterly line of said PARCEL IV-J-6, the following four (4) courses:

- 1. South 40°38'46" West, 486.27 feet;
- South 49°21'14" East, 459.00 feet to the beginning of a non tangent curve concave to the southeast, having a radius of 1,446.04 feet, to which point a radial line bears North 29°41'43" West;
- Southwesterly along said curve, through a central angle of 21°07'46", for an arc length of 533.27 feet;
- 4. South 39°10'31" West, 163.56 feet to the southwesterly line of said PARCEL IV-1-6;

Thence along last said southwesterly line, North 33°57'12" West, 70.07 feet to the westerly line of said PARCEL IV-J-6;

Thence leaving said southwesterly line and along said westerly line, North 09°21'06" East, 300.94 feet to the southeasterly line of said PARCEL I-E-1.1;

Thence along last said southeasterly line the following four (4) courses:

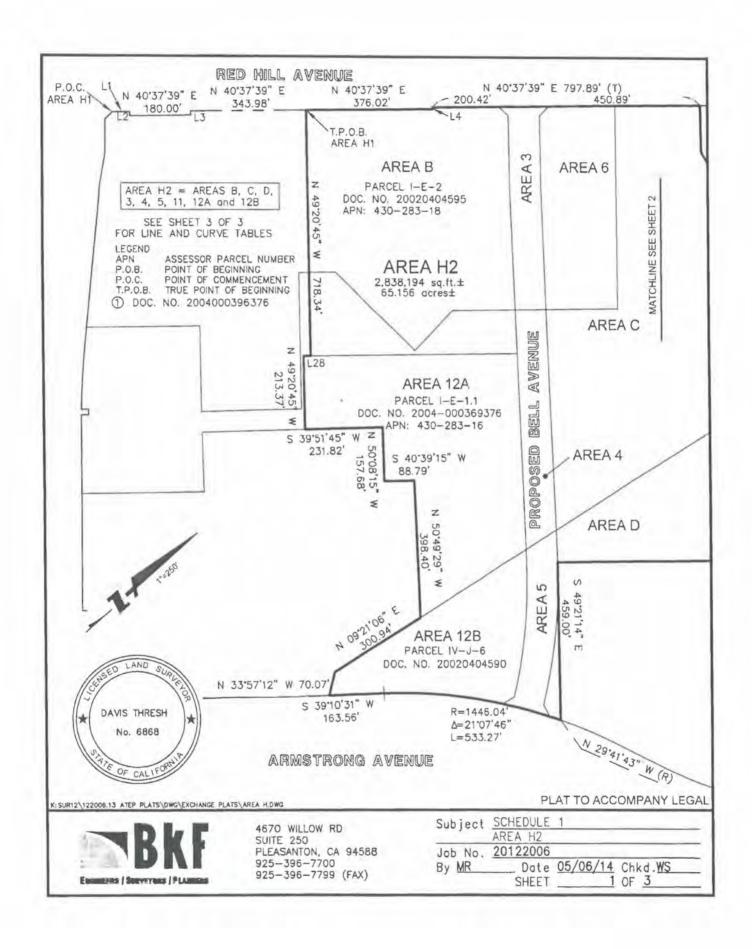
- 1. North 50°49'29" West, 398.40 feet;
- 2. South 40°39'15" West, 88.79 feet;
- 3. North 50°08'15" West, 157,68 feet;
- 4. South 39°51'45" West, 231.82 feet;

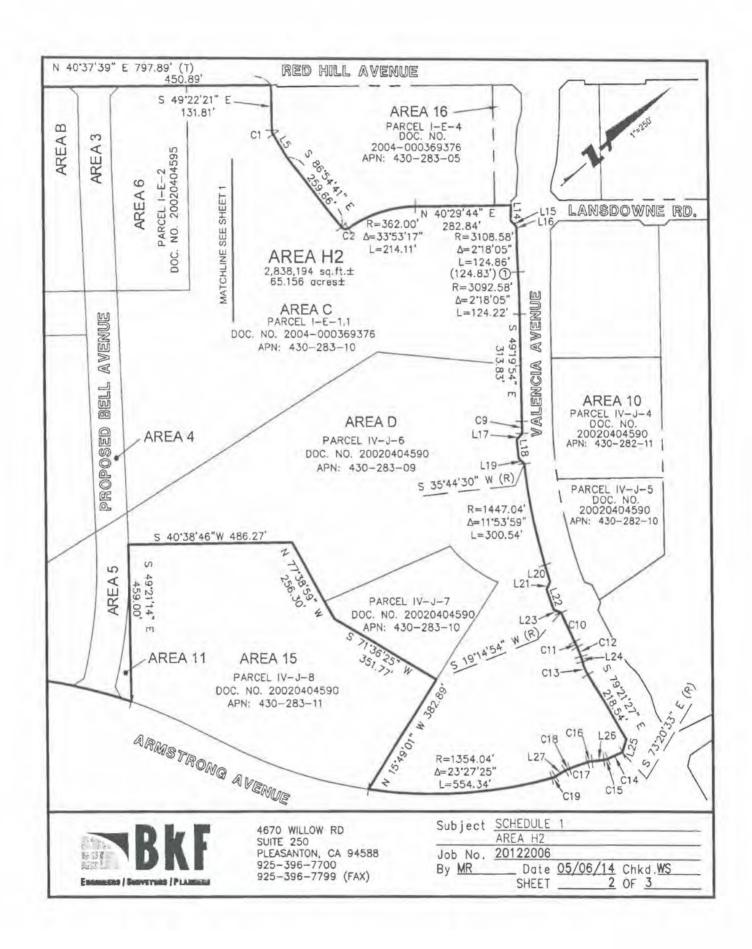
Thence leaving last said line, North 49°20'45" West, 213.37 feet;

Thence Nor h 40°39'15" East, 20.88 feet;

Thence North 49°20'45" West, 718.34 to the TRUE POINT OF BEGINNING.

Containing a total area of 2,838,194 square feet, 65.156 acres more or less.	
Being a portion of Assessor's Parcel Numbers: 430-283-16 and 430-283-18.	
Being all of Assessor Parcel Numbers 430-283-09 and 430-283-10.	
As shown on "Schedule 1" attached hereto and made a part hereof.	
For: BKF Engineers	
By:	
Date:  K\Sur12\(122006.13\) ATEP Land Swap Plats\(\DWG\)\MAIN\(LAND\) EXCHANGE LEGALS\(AREA\) H.doc	
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#### EXHIBIT C

Specific Plan Sections 3.3.4.A and 3.3.4.B

(attached)

## Chapter 3 . Land Use and Development/Reuse Regulations



#### 3.3.4 Planning Area 3 - Transitional/Emergency Housing

#### A. Permitted and Conditionally Permitted Uses

The following uses shall be permitted by right where the symbol "P" occurs or by conditional use permit where the symbol "C" occurs.

Congregate care facility
Government facility
Medical/dental clinic
School, public or private community college/educational campus
Single room occupancy hotel (192 unit maximum)
Transitional/Emergency housing (192 bed maximum)
P

#### B. Accessory Uses and Structures

Accessory uses and structures are permitted when customarily associated with and subordinate to a permitted use on the same site and would include:

- Administrative offices
- · Caretaker's quarters
- Assembly/multi-purpose buildings
- · Kitchen/dining
- · Maintenance/storage facilities and structures
- · Medical/dental clinics

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.3 DATE: 6/23/14

**TO:** Board of Trustees

FROM: Gary L. Poertner, Chancellor

**RE:** SOCCCD: FY 2014-2015 Tentative Budget

**ACTION:** Approval

#### BACKGROUND

Title 5, California Code of Regulations, Section 58305(a) requires that each community college district Board of Trustees adopt a tentative budget no later than July 1 of each fiscal year. Approval of this budget allows the normal processing of payrolls and vendor payments at the start of the new fiscal year.

The District Resource Allocation Council (DRAC) has met and completed its work on the tentative budget model. The Basic Aid Allocation Recommendation Committee (BAARC) has also completed its process and all funding recommendations are included in the presented tentative budget.

#### **STATUS**

The estimate of financial resources available to the District has been based on the Governor's January Budget. The tentative budget includes a projected unrestricted ending balance for June 30, 2014 in the amount of \$32,897,491 plus unrestricted general fund resources of \$193,874,809. The actual ending balance for June 30, 2014 and the State Budget Act are not finalized; these projections will change before the adopted budget is presented to the Board on August 25, 2014. The Reserve for Economic Uncertainties has been set at 7.5% in accordance with the Budget Development Guidelines adopted by the Board of Trustees. In addition to the general fund, all other District fund budgets are also reported in the tentative budget enclosure.

The budget also includes Proposition 30 Education Protection Account (EPA) funds of \$2,540,000. These funds are budgeted for expenditures of part-time faculty salaries and benefits.

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the FY 2014-2015 Tentative Budget (EXHIBIT A) as presented.

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

# TENTATIVE BUDGET

FY 2014-2015



# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

June 23, 2014

Presented By:

Dr. Debra L. Fitzsimons

Vice Chancellor, Business

Services

# THE DISTRICT . . . .



Overview: The South Orange County Community College District is a multi-campus district encompassing Saddleback College in Mission Viejo, Irvine Valley College in Irvine, and the Advanced Technology & Education Park (ATEP) in Tustin. Founded in 1967, the 382-square mile district covers almost 50 percent of Orange County

and is governed by a seven-member elected Board of Trustees and a Chancellor.

Over the past four years, SOCCCD enrollments have remained stable. Total headcount is over 43,000 and full time equivalent students (FTES) number over 27,000. Demand for online courses and certificate programs continue to increase dramatically.

**Planning Efforts:** During the last several years, great strides have been made to district-wide planning and budgeting processes. The district-wide planning processes were developed and became integral to all aspects of college and district-wide decision-making and resource allocations in a transparent, inclusive and open process. This was in response to accreditation recommendations. The District-wide Planning Council (DWPC) continues to implement the recommendations and oversee the strategic planning processes.

**Major Capital Projects:** Major projects at Saddleback College include a) continued design of the Technology and Applied Sciences (ATAS) Swing Space and Renovation projects; b) preparation for construction on the Communication Arts project; and c) initial studies on the Site Improvement project, the Fine Arts Complex HVAC & Interior Improvements project and the Athletic Stadium Renovation project.

Irvine Valley College projects include: a) surety negotiation and close out of the Life Sciences Building project; b) jurisdictional approval and construction preparation for the Barranca Road connection; c) construction on the A400 Design/Build project; d) design for A200 project and design for the New IVC Building project at ATEP.

The ATEP project also continues with demolition and planning projects. District-wide projects include IT fiber cabling and phase 2 conditions assessments / survey of utility and infrastructure.

With the advent of the Capital Improvement Committee (CIC) and Basic Aid Allocation Recommendation Committee (BAARC) process and the addition of two construction managers at district level and one at Saddleback College, the resources are being planned and brought into place to address many additional projects including at Saddleback College: a) the unexpected BGS Fire Repair; b) Learning Resource Construction Defects; c) Central Plant/CoGen Upgrade, and; d) Exterior Campus Lighting.

At Irvine Valley College: additional projects included a) Campus Lighting/Walkways; b) Field Repairs, and; c) Student Services Center HVAC.

Major Technology Initiatives: This year's proposed technology projects recommended by the District-wide Technology Committee (DTC) fall into five general categories. The first category is improvements to network infrastructure, typified by projects such as the district-wide replacement of desktop computers, servers, fiber optic cabling, network switches, and digital phones. The second category is enterprise resource planning (ERP) software, where we are replacing aging software for human resources and finance with modern versions as well as adding new capabilities such as e-transcripts, email archiving and college-prioritized enhancements to our student information system. The third category builds upon SOCCCD's national reputation in creating software to increase student success, exemplified by systems such as My Academic Plan (MAP) and Sherpa, to re-architect the online class schedule to add intelligent recommendations for student success. The fourth category consists of security-related items and ranges from software that helps student services coordinate assistance for troubled students to improvements in network security and role management. Finally, some technology funds are reserved to implement unfunded statewide mandates such as changes in registration priorities and the handling of course prerequisites.

**Human Resources:** Human Resources has been extremely busy this past academic year and has completed the 2014 recruiting season for faculty positions, again leading other community colleges in California with the highest number of new faculty positions. A faculty member serves an average of 20.6 years in the District. This long-term investment represents an annual expenditure for salaries and benefits of 85% to 89% of the entire fiscal budget.

**State Budget and the Community College System:** The Governor released his May Revision on May 13, 2014. The passage of Proposition 30 in fall of 2012 created the Educational Protection Account (EPA) and provided temporary funding for education through 2016 and 2019. The May Revision forecasts an increase of \$2.4 billion in state revenues but also notes that the increased costs associated with health care (primarily Affordable Care Act) and other programs increased by a like-amount.

It is now up to the Legislative Budget Committees of both houses to put forward their plans to the Joint Budget Conference Committee. The deliberations of the Conference Committee may take four weeks or more to reconcile any differences. A majority vote is required to pass the budget unless it includes a tax increase, in which case a 2/3 vote is required. The constitutional deadline for passage of the Budget is June 15<sup>th</sup>.

Some of the highlights of the current proposals from the Governor which relate to community colleges are:

- Enrollment fees remain at \$46 per unit
- \$ 102 million for .85% COLA
- \$ 162.8 million for 2.75% growth; the governor will push back the implementation of a revised growth formula until the 2015-16 fiscal year
- Beginning in 2015-2016, a proposed increase in the funding rate for enhanced non-credit courses
- \$116.5 million combination of one-time and ongoing funds for select categorical and infrastructure programs:
  - Increase of \$50 million (one-time) for Economic and Workforce Development Programs (categorical)
  - o Increase of \$60.5 million for deferred maintenance
  - o Increase of \$6 million (\$1.4 one-time and \$4.6 ongoing) for technology infrastructure to be used to replace technology equipment at each college, upgrade bandwidth, and continue with the technology components of student success
- \$199 million for the Student Success and Support Program
- \$ 37.5 million for Prop 39 energy efficiency projects
- \$148 million for Scheduled Maintenance and Instructional Equipment with all funds going toward deferred maintenance rather than a 50/50 split with instructional equipment, and no local match requirement
- Proposition 98 funding increased by a net \$242 million over the three-year accounting period (2012-2013; 2013-2014; and 2014-2015). \$30 million for Adult Education planning and implementation grants

The biggest policy issue that was included in the May Revise is a proposal for fully funding the CalSTRS defined benefit program over the next 30 years. The unfunded liability is estimated at \$74.4 billion. The Governor proposes a plan to begin closing the funding gap which includes increasing the state's share of funding the Defined Benefit Plan from the current level of 3 percent of payroll to 6.3 percent of payroll, phase in of an increase in teacher/employee contributions from 8 percent of pay to 10.25 percent over a three-year period, and phase in of an increase in employer contributions over a seven-year period. The initial cost increase for districts would be approximately \$28 million. Eventually, employer contributions will increase from the current 8.25% to 19.1% over 7 years.

**SOCCCD Budget:** The District budget for all funds totals over \$636 million and is based on the January Governor's Budget Proposal. Because the District is self-sufficient and is a basic aid district, it is essential that the budget is conservative and the district continues to maintain stable funding for the colleges by closely monitoring income and expenses. For this coming year, property tax revenues remain a constant, reliable funding stream. The tentative budget includes conservative estimates for property tax revenues, enrollment fees, non-resident tuition, EPA funds, Lottery, interest, and other miscellaneous revenue.

Based on the January Governor's Budget Proposal, COLA of 0.86% (\$1.15 M) and growth of 3% (3.82 M) have been included in the Tentative Budget revenue for the colleges. The COLA and growth amounts will be adjusted for the SOCCCD Adopted Budget to be approved by the Board of Trustees in August.

After following the SB361 funding formula for the colleges through the District Resource Allocation Council (DRAC) model, excess property tax revenues available for basic aid distribution this fiscal year total over \$38 million. These funds are used for capital expenditures and other one-time projects in lieu of bonds that other community colleges use.

The general fund budget provides for both college's operations, district-wide general expenses, District Services, and a general reserve of 7.5%. The strong reserve is necessary for a self-sufficient district and allows the District to manage cash-flow throughout the year as well as prepare for unforeseen expenditures and emergencies.

Chancellor Poertner has reviewed the tentative budget and confirms that it is balanced as is required by law. It is consistent with the Board of Trustees' budget guidelines that are contained in this document.

The adopted budget will be submitted to the Board for approval in August.

# Dr. Debra L. Fitzsimons

Vice Chancellor, Business Services
South Orange County Community College District

## SADDLEBACK COLLEGE BUDGET MESSAGE



Saddleback College is pleased to submit its Tentative Budget to the Board of Trustees and Chancellor. This budget uses income and expenditure simulations in accordance with the State budget proposed at the time of the Tentative Budget submission deadline date.

Saddleback is primarily funded through the State SB361 apportionment calculation, and the budget proposes a 0.86% cost-of-living-adjustment (COLA), and 3.00% for growth. The college has used these assumptions to develop income and expenditure projections. Expenditure assumptions include funding for all existing personnel; replacement faculty positions; replacement classified and management positions; step and column increases, and projected fringe benefit and health and welfare increases. Expenditure simulations include the addition of six new full-time faculty positions.

Ongoing expenditure increases in salaries, to include step and column and benefit increases, exceed COLA income of 0.86% as proposed in the State budget. The budget includes some categorical funding restoration for programs that had been cut as part of budget reductions in FY 2008-2009, which has enabled the college to move personnel costs that had been temporarily absorbed by the unrestricted general fund back to those programs. A proposal to increase employer State Teachers Retirement System (STRS) contributions is under consideration, and this increase is not currently factored into expenditure assumptions; however, the Final Budget will be revised to reflect up-to-date information on this topic.

The college completed the second year of a revised College Resource Prioritization Process in May. This revised process prioritizes requests by division and unit, rather than by college-wide committee. This ensures those more knowledgeable and familiar with the requests set funding priorities. This process also ensures completion of program and administrative unit reviews by December 31<sup>st</sup>, with resource requests completed by January. These requests relating to personnel, equipment, facilities, technology and 'other' must be delineated as a need in the program or administrative unit review and/or be linked to the college strategic plan. As the College Adopted Budget is developed, these prioritized requests are considered for funding.

The draft district-wide strategic plan for 2014-2020 includes an objective, 'to develop and initiate multi-year financial planning'. This will be an important process and tool for multi-year budget simulation from both a district-wide and college perspective, and the college looks forward to partnering in its development.

Scheduled maintenance and small renovation projects are always a high need for Saddleback College. The current State budget allocates some funds for scheduled maintenance, and a 50% match is not currently required. The total expected State scheduled maintenance allocation for Saddleback is approximately \$300,000. The State is currently not proposing funds for instructional equipment; therefore the college has allocated \$700,000 for this high priority.

The continuing trend of annual increasing costs for existing personnel in the areas of employee step and column movement, benefit increases, health and welfare increases, and the need to invest growth income into achieving increased FTES, presents an ongoing challenge to control the percentage of budget allocated to salaries and benefits. These budget pressures coupled with substantially increased demands placed on faculty, staff and management, have created a challenge as the college pursues its top goal to significantly improve student success numbers and rates of degrees, certificates, and transfers.

Although Saddleback has continued funding and fiscal challenges, this Tentative Budget is balanced. The budget will be refined and updated in preparation for submission of the Adopted Budget in August. Faculty, staff and management remain committed to meeting the college mission and moving towards its vision of 'being the first choice'. We appreciate our successful partnership with the Board of Trustees, Chancellor, District Services, Irvine Valley College and the South Orange County community.

Tod A. Burnett, Ed.D., President Carol Hilton, Vice President for Administrative Services

# IRVINE VALLEY COLLEGE BUDGET MESSAGE



Irvine Valley College (IVC) is pleased to present to the Chancellor and the Board of Trustees a balanced FY 2014-2015 Tentative Budget. The budget reflects baseline adjustments and required augmentations for the upcoming fiscal year. It was built on baseline assumptions that reflect up-to-date revenue and expenditure patterns of individual departments and cost centers.

The unrestricted budget is based on the District Resource Allocation Council (DRAC) model and is funded at \$51.5 million which is \$3.5 million higher than FY 2013-14 budget. It is worth noting that \$804,000 of funds included in the budget are coming from Proposition 30 set to phase out in 2016 - 2019. Major increases in revenue reflect a 0.86% COLA and a 3.0% FTES growth based on the Governor's budget. The proposed growth rate would allow IVC to partially meet the local demand for courses, which is expected to expand in the future based on the area's population growth and demographic changes. The college is projecting a \$1.5 million unspent balance at the end of this year which will be used toward one-time projects and a contingency reserve.

Major expenditure increases include \$729,000 for step-and-column increases; \$875,000 for the hiring of 16 new faculty; and an additional \$650,000, or a 9% increase, for mandatory increases in employee Health and Welfare (H&W) benefit costs. The table below demonstrates the H&W benefits budget increases in relation to the overall College budget (dollars in millions) in the Unrestricted General Fund. The share of H&W benefits in the budget has increased from 10.6% in FY 2009-2010 to 14.1% in FY 2014-2015.

Fiscal Year	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
H&W Benefits Budget	\$4.8	\$5.2	\$5.2	\$5.6	\$6.3	\$7.3
College Budget	\$45.7	\$46.5	\$45.6	\$47.1	\$48.2	\$51.5
HW as % of Budget	10.6%	11.2%	11.3%	11.8%	13.1%	14.1%

The College has set aside \$493,350 as a 50% scheduled maintenance match for the B100 Roof and HVAC Maintenance project, with the other half of the funding being allocated from basic aid funds. Other new projects proposed for basic aid funding are the new ATEP building, the B400 Life Sciences Building Labs and Entrance Control project, and the B200 Rebuild Classroom Wing and Labs project. IVC is grateful to the District and the Board of Trustees for their continued support of the College's capital improvement projects.

IVC has updated its mission and goals for the 2014-2020 planning cycle. To support these objectives, a number of resource requests have been submitted including \$2.9 million for current programs and \$2.1 million for new programs and strategic initiatives. Although it is likely that growth funds will be approved in the State budget, the built-in increases and other mandatory expenditures described above will encumber most of these funds leaving a balance that would be significantly less than the amount of resources requested. The college will finish its rigorous resource request prioritization process this summer and include approved requests in the adopted budget.

The College will carry on its mission to provide excellent service to more than 15,000 students attending IVC and will make funding decisions accordingly. The Adopted Budget will be presented to the Board of Trustees and the Chancellor in August 2014.

Dr. Glenn Roquemore, President, Irvine Valley College Davit Khachatryan, Vice President for College Administrative Services

# ADVANCED TECHNOLOGY & EDUCATION PARK (ATEP)

In 2004 the SOCCCD was conveyed 68.37 acres of land from the Department of the Navy on the former Marine Helicopter Base in Tustin and named the Advanced Technology & Education Park (ATEP). The district opened with a 1-1/2 acre temporary campus in Fall 2007 to begin serving students and the community while the 68 acre development planning is under way. Irvine Valley College oversees the day-to-day operations of the 14,088 square feet of buildings at the ATEP site while the district services ATEP development team at South Orange County Community College District oversees development of site planning and partnerships for the full site. Much has happened this year that will support future development and increase the efficiencies for development of the site. An overview of these changes are listed below under accomplishments.

#### Mission

The stated mission of ATEP is to provide development opportunities for Irvine Valley College and Saddleback College as well as land use partners to support community, business and industry workforce development needs. This campus site will focus on Career Technology Education (CTE).

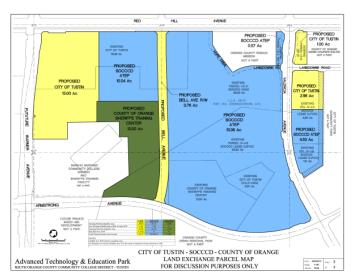
#### Accomplishments

Recent accomplishments in the planning and development of the ATEP site include:

The land exchange agreement between the City of Tustin, the County of Orange, and the District were approved providing a campus development site that includes: reconfiguration for campus

development; improved infrastructure options; shared costs for constructing Bell Avenue for better access and added Average Daily Trips (ADTs); supports the eventual exchange of 10 acres with the County of Orange.

A development agreement was approved by the City of Tustin and the SOCCCD Board of Trustees that will be for a period of 20 years that: supports a more uniform and orderly development of the property; provides for new entitlements and permitted used including up to 49% of non-



education use; significantly increases the density and intensity of use on the site; eliminates uncertainty in the application of the rules and regulations in the MCAS Tustin Specific Plan; and provides for public services appropriate for the development and use of the SOCCCD property.

Renewed planning activities for the Advanced Technology and Education Park site in Tustin are in progress. Due to the new improved land configuration as part of the land exchanges with the city, county and navy last year, ATEP site planning needed to be significantly updated and revised. An ATEP Development Master Plan is being crafted by district services and college campus representatives under the facilitation of HMC Architects and The Planning Center. The Development Master Plan process is distinctive from Education and Facilities Master Planning as well as being in advance of individual building program planning and design. It is a higher level site plan that will support these more detailed planning efforts in the future.

The temporary ATEP campus and buildings were transferred to the city of Tustin as the land exchange became final during the summer 2013. The agreement included a three-year lease back to the district for IVC to continue to utilize the current campus for instruction, at a cost of \$1 per year.

A national search for education institution partners continues as C.B. Richard Ellis commercial real estate brokers provides efforts on the district's behalf to advertise partnership opportunities at the development site. A plan is being developed to seek non-education ground lease partners for the site. These partnerships will embrace opportunities for college program synergies to support student training and success. These future partners will provide important ground lease income to the district in support of the ongoing and future costs related to site infrastructure and buildings.

Demolition of the base buildings and at-ground structures continues on schedule. With the finalization of the land exchange agreement and development agreement with the City of Tustin and County of Orange, demolition of all structures, ground and in-ground structures, and surface grading on these parcels will commence with the appropriate environmental and remediation consultants. The next phase of building and facility demolitions at the ATEP site is moving forward. Currently the demolition plans are just being completed and will then be forwarded to the city of Tustin for their review and comments. The demolition work could begin sometime this Fall 2014.

A number of board of trustee decisions have been made to clarify and direct the development of the ATEP site. These include: assignment of future construction space for each college; the District will coordinate and operate all site ground lease related activities; the colleges will pursue instructional partnership opportunities; the colleges will coordinate program and course offerings at the ATEP site; and identification of external funding to support site development will be a priority.

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

Dr. Randy Peebles, Associate Vice Chancellor, ATEP

# BUDGET DEVELOPMENT GUIDELINES

#### **Board Philosophy:**

The Board of Trustees shall support and follow fiscal policies that:

- 1. Ensure wise and prudent use of public resources.
- 2. Promote financial strength and stability.
- 3. Maximize educational opportunities for students.

#### **Participatory Governance:**

An opportunity for review and input will be provided to the appropriate participatory governance groups prior to adoption of the final budget.

#### **Guiding Principles:**

The following guiding principles are provided to District Resources Allocation Council (DRAC) and the college budget committees for use when recommendations are made about the budget.

#### 1. Reserve for Economic Uncertainties

The general fund reserve for economic uncertainties shall be no less than 7.5% of the projected unrestricted revenue. A monthly update will be provided to the Board of Trustees that reviews current revenue, expenditure, and ending balance projections. Any action proposed by a staff member, a Board member, or the Board of Trustees as a governing body, which could potentially reduce the reserve, will be reported to the Board in the monthly update. A reported reduction in the reserve below 7.5% shall be accompanied by a plan that indicates how the reserve shall be restored.

#### 2. Future Long Term Debt Issues

No additional COP, or other long-term debt, will be issued until:

- a. An ongoing revenue stream has been identified that covers the full payment for the existing issues.
- b. A dedicated revenue stream has been identified for the payments for the new issue

The Board has identified this principle as having a very high priority.

#### 3. Retirement Incentives

No retirement incentives will be provided unless one-time funds have been identified that will cover the full cost or the plan savings are sufficient to pay the cost of the incentive.

#### 4. Area/College Allocations

The expenditure budgets for each area/college shall not exceed the projected resource allocations. Any college or district balances existing at the end of each fiscal year, either positive or negative, will result in an equivalent adjustment in the allocation in the subsequent year. In addition, the Vice Chancellor of Business Services and College Business Officers shall monitor the college budgets to ensure there are no negative balances.

#### 5. Deficit Financing

Deficit financing is defined as a budget in which projected expenditures exceed projected revenue for the year. Deficit financing should not occur for ongoing expenses such as salary increases. The amount of deficit financing should always be clearly presented in the budget document. Deficit financing shall not result in a reserve balance that is less than 7.5%.

# 6. Retiree Medical, Dental, Vision, and Medicare Coordination of Benefits (COB) Plans

To be compliant with GASB 43 and 45, an irrevocable trust was formed in FY 2007-2008 to fund medical, dental, vision, and Medicare plans for SOCCCD retirees. This trust was established and the Keenan Futuris Public Entity Investment Trust Program was selected to organize the structure and operations of the trust. Benefit Trust Company was selected to manage the funds in the trust. An actuarial study is conducted at a minimum of every two years to update the District's OPEB (other post-employment benefits) liability. It is the Board's intent to fully fund the liability once it is identified.

#### 7. Basic Aid

While the District is a basic aid district:

- a. The expenditure budgets for ongoing purposes shall be the resources that would have been available from state apportionment.
- b. Excess revenue above apportionment shall be allocated at the college or district level for one-time purposes, such as to cover some of the unfunded obligation for the retiree benefit plans.
- c. Excess revenue above apportionment shall not be used for regular ongoing expenditures, such as salaries.
- d. Excess revenue above apportionment shall not be used for any other purposes that will jeopardize the District's future financial stability.
- e. BP and AR 3110 will be followed when allocating basic aid funds.

#### 8. One-time Cost Savings

One-time cost savings shall be allocated to purposes such as the unfunded obligation for the retiree benefit plans, or to one-time expenditures.

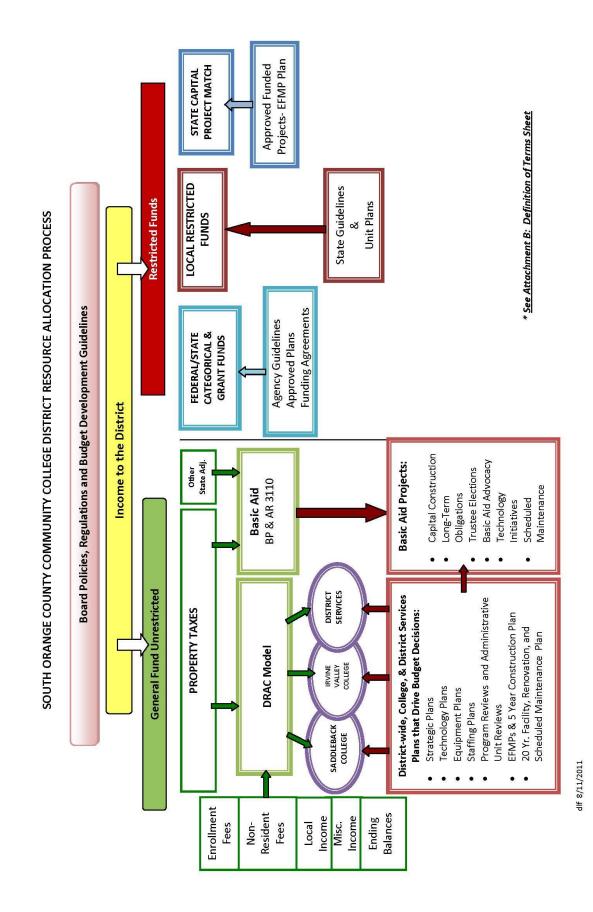
#### 9. Full Time Equivalent Student Targets

When developing the target FTES, consideration will be given to the following:

- a. The needs of students and the community.
- b. The percentage of growth allocation in the state apportionment formula.
- c. The FTES generated in the most recent academic year.
- d. The number of FTES the college administration realistically believes can be generated.

#### 10. Funding for Growth

The District resource allocation model shall limit funding for growth FTES to a maximum of the SOCCCD individual adjusted growth rate published by California Community College System Office, adjusted by subsequent System Office revisions. District growth funding shall also be constrained by FTES growth achieved by the District up to the maximum amount funded through the SB 361 allocation formula.



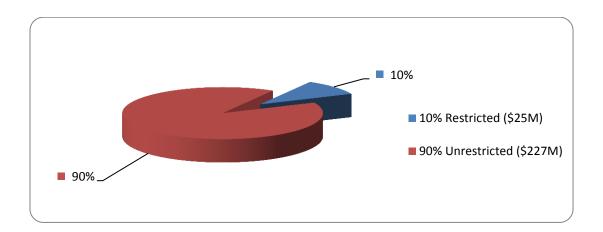
# SUMMARY OF GENERAL FUND BUDGET ALLOCATIONS

Allocated Area	* Unrestricted	*Restricted	Total
Saddleback College	\$ 91,366,879	\$16,616,161	\$107,983,040
Irvine Valley College	\$ 51,516,064	\$ 8,071,036	\$ 59,587,100
ATEP Operating & Capital Project	\$ 657,058	\$ 1,850	\$ 658,908
District Services	\$ 14,684,135	\$ 306,310	\$ 14,990,445
District-wide General Expense	\$ 3,493,020		\$ 3,493,020
Part-Time Faculty Parity Funds	\$ 509,463		\$ 509,463
Basic Aid Transfer**	\$ 45,282,890		\$ 45,282,890
Basic Aid Contingency	\$ 7,818,289		\$ 7,818,289
Reserves for Economic Uncertainties	\$ 11,444,502		\$ 11,444,502
TOTALS***	<u>\$ 226,772,300</u>	<u>\$ 24,995,357</u>	<u>\$251,767,657</u>

<sup>\*</sup> See pages 26 through 29 (Total of revenue, expenses and ending balance for each budget location)

# GENERAL FUND REVENUE

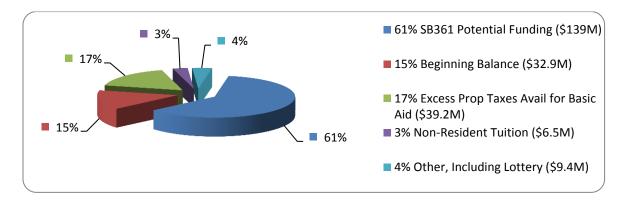
The general fund, which totals \$252 million, consists of accounts that are not required to be recorded in a separate fund. There are two segments of the general fund: "Unrestricted" and "Restricted."



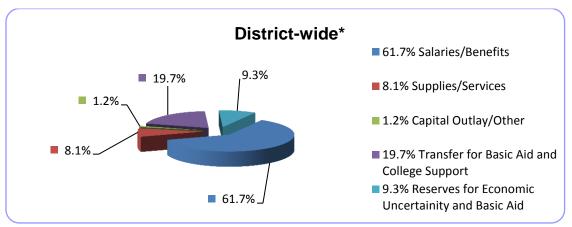
<sup>\*\*</sup>Prior Year Beginning balance of Basic Aid funds (\$2.7 M) is in the Capital Outlay fund.

<sup>\*\*\*</sup>The basic aid total was based on conservative property tax estimates and will be revised for final budget.

The largest segment of the general fund is the *unrestricted portion*, which accounts for resources for the general purpose programs of the District, approximately \$227 million (90% of the activity). This is an increase of \$9 million over last year due to state funded COLA, growth, and increased beginning balance. Of the resources, 61% is equivalent to the amount that would be calculated in the state-developed funding formula established by SB361. The total amount that is equivalent to what would be potentially received from state apportionment funding (SB361) is determined by the State Budget Act and is distributed to the 72 community college districts by formulas developed by the California Community College Chancellor's Office. The computational revenue recognizes changes in the COLA and student enrollment growth. The District will not receive state apportionment funding because local property taxes and student enrollment fees exceed the calculation entitlement. The remaining part of the unrestricted resources comes from FY 2014-2015 Basic Aid (17%), Non-Resident Tuition (3%), and other sources, including Prop 30 EPA funds and Lottery (4%). The beginning balance, carried forward from the prior year, is 15% of available unrestricted funds.

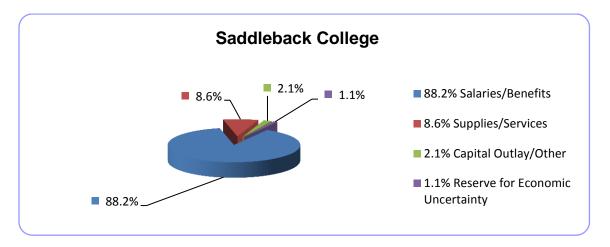


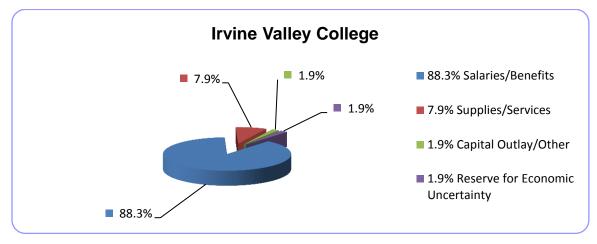
# UNRESTRICTED GENERAL FUND OPERATING EXPENDITURES

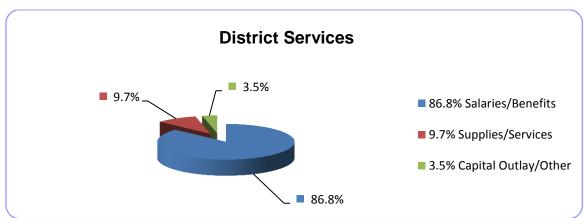


\*Note: These percentages are based on the entire District budget that includes all reserves and Basic Aid funds. Without reserves and Basic Aid funds, the percentage for salaries and benefits would be 86.5%.

Most of the expenditures in the general fund operating budgets are for employee salaries/benefits as seen below. Saddleback College salaries and benefits equal 88.2% of its operating budget (up from 86.1%) and Irvine Valley College salaries and benefits equal 88.3% (down from 89.0%) of its operating budget. District Services salaries and benefits increased from 84.5% to 86.8% of its operating budget.

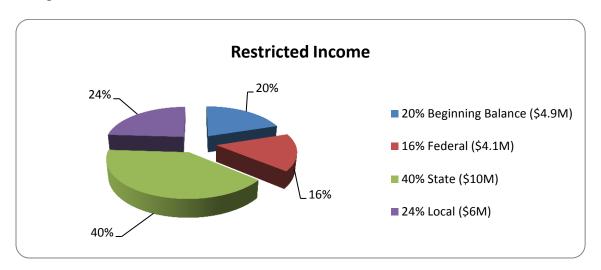






## RESTRICTED GENERAL FUND

The other segment of the general fund is the *restricted portion* (*categorical aid and grants*), approximately \$25 million (10% of the general fund activity); this accounts for federal, state, and local money that must be spent for a specific purpose by law or agreement. Examples of these programs, which are mostly services targeted for specific population groups, are: Perkins Title I-C, Student Success and Support (formerly Matriculation), Extended Opportunity Programs and Services (EOPS), Disabled Students Programs and Services (DSPS), and Cooperative Agencies Resources for Education (CARE). The restricted general fund increased by \$3.5 million from the prior year due to more federal grants and higher state categorical allocations. All federal, state, and local grants and categorical funding are recognized in the restricted general funds of the district as fiscal agent and are used primarily by the colleges for support to educational programs and specialized activities.



# NOTEWORTHY GENERAL FUND ASSUMPTIONS

• FTES targets have been increased by 3% over last year's targets to align with the State apportionment formula and growth funds were provided to the colleges in the DRAC funding model.

	FY 2010-2011 Actual	FY 2011-2012 Actual	FY 2012-2013 Actual	FY 2013-2014 Actual (P2)	FY 2014-2015 Target
IVC	10,373	9,354	9,329	9,368	9,744
sc	18,126	18,484	18,475	15,497	18,297
TOTAL	28,499	27,838	27,804	24,865	28,041

 Proposition 30 Education Protection Act (EPA) funds are budgeted at a lower level than FY 2013-2014, \$2.5 million, due to lower anticipated FTES. The revenue will be adjusted at the Adopted Budget when FTES estimates are confirmed. These revenues are from temporary taxes that will expire in FY 2015-2016 and FY 2018-2019 and are budgeted for part-time faculty salaries and benefits.

- Enrollment fee revenue remains stable. Continuing increases in both the number and percentage of students who qualify for Board of Governor waivers offsets any increases in enrollment fees.
- Lottery revenue is budgeted at \$3.4 million based on an estimated \$125 per FTES funding. Lottery funds are paid on all FTES, including non-resident.
- Employee movement on the salary schedule (step and column increases) is included for all employee groups. There are no new negotiated salary increases built into the budget. If state COLA is included in the signed state budget, salaries will be adjusted in the adopted budget.
- The budget includes an estimated 9% cost increase for employee benefits including PPO medical insurance, HMO medical insurance, dental insurance, vision insurance and life insurance. Actual cost increases will be reflected in the adopted budget.
- Workers compensation insurance remains budgeted at 1.8% of salaries with no anticipated increase for the adopted budget.
- The unemployment insurance rate for FY 2014-2015 remains at 0.05% of salaries.
- The Public Employees Retirement System (PERS) contribution rate is budgeted at 11.771% of salaries, an increase of 0.329% from FY 2013-2014. The rate was approved by the PERS board in April.
- The State Teachers Retirement System (STRS) contribution rate for FY 2014-2015 is budgeted at 8.25% of salaries. Significant increases in the STRS rate is anticipated over the next several years. Legislative increases in this rate will be included in the adopted budget.
- The property and liability insurance coverage is budgeted at \$1,150,000, which is a \$90,000 increase over the prior year.

The General Expenses have the following budgeted amounts:

EXPENSE	AN	10UNT	
Credit Card Service Fees	\$	0	
District Office Facilities and Maintenance	\$	300,000	
Discrimination/Harassment Investigation Services	\$	100,000	
District-wide IT Maintenance Agreements	\$	710,000	*
District-wide Strategic Planning	\$	110,000	
Faculty Job Fair	\$	25,520	
Financial Audit	\$	135,000	
Labor Contract Negotiators	\$	100,000	*
Legal Advertising	\$	30,000	*
Legal Fees	\$	475,000	*
Mandated Costs	\$	0	
Offsite Technology Security	\$	115,000	
Personnel Advertising	\$	130,000	
Phone System Maintenance Agreement	\$	190,000	
Property & Liability Insurance	\$	1,150,000	*
Recruitment	\$	125,000	
Sabbatical Bond Payments	\$	18,000	
Safety Compliance Cost	\$	40,000	*
Taxpayer Relief Act Compliance	\$	39,500	
TOTAL GENERAL EXPENSE ACCOUNTS			\$3,793,020
District Office Facilities and Maintenance**	\$ <	300,000>	
ADJUSTED GENERAL EXPENSE ACCOUNTS			\$3,493,020

<sup>\*</sup>Increased in fixed expenses compared to prior year

The FY 2014-2015 Tentative Budget includes inter-fund transfers as follows:

From General Fund:	To Other Funds:				
	Child	Capital	Self	Retiree	
	Development	Outlay	Insurance	Benefits	Total
Irvine Valley College (a)	\$234,000	\$493,350			\$727,350
Saddleback College (b)	\$250,000				\$250,000
District Service (c)			\$250,000		\$250,000
Basic Aid (d)		\$43,761,973	\$100,000	\$0	\$43,861,973
<b>Total Transfers</b>	\$484,000	\$44,255,323	\$350,000	\$0	\$45,089,323

<sup>(</sup>a) Transfer from IVC General Fund to support the Child Development Fund and Scheduled Maintenance Match

<sup>\*\*</sup>Paid to Saddleback College for expenses related to District Services space in the Health Sciences Building

<sup>(</sup>b) Transfer from SC General Fund to support the Child Development Fund

<sup>(</sup>c) Insurance expenses

<sup>(</sup>d) Basic Aid funds allocated for approved capital outlay projects and insurance deductibles based on BAARC recommendations

# FISCAL STABILITY AND RESERVE FOR ECONOMIC UNCERTAINTIES

Reserve funds are an important financial solvency safeguard. Examples of needs for the reserve for economic uncertainties are revenue shortfalls, unexpected repairs, and enrollment declines.

Based on BP 3100, the FY 2014-2015 Tentative Budget includes a reserve of 7.5% of unrestricted operating funds, with a total amount of \$11,444,502. The amount in the SOCCCD reserve is higher than the minimum recommended by the State Chancellor's Office, which is 5%.

# **BASIC AID STATUS**

A "basic aid" district is one that receives more revenue from local sources (property taxes and student enrollment fees) than it would receive in total for state apportionment. The District, therefore, is self-sufficient and does not rely on state apportionment. The portion of property taxes received above the State calculated allocation is referred to as Basic Aid Receipts. The District returned to its status as a basic aid district in the FY 1999-2000 and has received basic aid receipts as follows:

Fiscal Year	<b>Basic Aid Receipts</b>
$\overline{1999 - 2000}$	\$ 5,676,800
2000 - 2001	\$ 9,192,300
2001 - 2002	\$ 13,719,277
2002 - 2003	\$ 18,419,919
2003 - 2004	\$ 27,356,952
2004 - 2005	\$ 40,162,878
2005 - 2006	\$ 46,899,203
2006 - 2007	\$ 52,896,017
2007 - 2008	\$ 50,692,873
2008 - 2009	\$ 51,179,365
2009 - 2010	\$ 39,022,021
2010 - 2011	\$ 38,737,963
2011 - 2012	\$ 39,301,044
2012 - 2013	\$ 46,888,399
2013 - 2014	\$ 41,571,064

The District estimates that property tax receipts above state calculated allocation amount for FY 2014-2015 and future years to be as follows:

<u>Fiscal Year</u>	Basic Aid Receipts
2014 - 2015	\$ 38,707,314
2015 - 2016	\$ 36,302,927
2016 - 2017	\$ 33,734,493
2017 - 2018	\$ 30,994,096

The assumptions used to estimate basic aid funds in future years are: for FY 2014-2015, SB361 funding COLA is estimated at 0.86%, growth is 3% and enrollments fees are \$46 per unit. For the following years, SB361 COLA is estimated at 2% and growth is estimated at 2%.

The Orange County Auditor Controller's office is consulted regularly in order to conservatively project the District's property tax revenue. The FY 2014-2015 estimates are based on that information and historical trends. For the FY 2014-2015, property taxes are budgeted with a 1% increase over FY 2013-2014. For the following three years, secured taxes are estimated to increase 2% per year. Unsecured, homeowners, and supplemental taxes are estimated to remain constant with no increase.

During FY 2011-2012, BP 3110 and AR 3110 were developed to guide the Basic Aid allocation process. The Basic Aid Allocation Recommendation Committee (BAARC) followed this process for its recommendation for allocating the FY 2014-2015 basic aid funds. As this process was begun early in the budget cycle and was based on estimates, some final adjustments to funds available will be made in the adopted budget.

The schedule below shows basic aid funds and projects that are included in the FY 2014-2015 Tentative Budget:

## ESTIMATED BASIC AID RESOURCES & PLANNED EXPENDITURES

FY 2013-2014 RESOURCES	<u>AMOUNT</u>
Balance at July 1, 2014	\$ 16,374,365
Receipts FY 2014-2015	\$ 38,707,314
Estimated Property Taxes for Basic Aid	\$ 55,081,679
Contingency for Unrealized Tax Collections (20%)	(\$ 7,741,463)
Unallocated Funds	(\$ 76,826)
TOTAL AVAILABLE FY 2014-2015	<u>\$ 47,263,390</u>
BUDGETED EXPENDITURES PROJECTS	
FY 2014-2015 Board of Trustee Election	\$ 400,000
FY 2014-2015 Legislative Advocacy Services	\$ 75,000
FY 2014-2015 Insurance Deductibles	\$ 100,000
Funding for Capital & IT Projects	\$ 46,688,390
TOTAL APPROVED AND BUDGETED PROJECTS	<u>\$ 47,263,390</u>

The following projects were previously approved by the Board of Trustees and are in various stages of completion:

BASIC AID PROJECT NAME	PROJECT
	<b>TOTAL</b>
CLOSED PROJECTS	\$171,397,951
PRIOR APPROVED OPEN PROJECTS	\$505,341,710
NEW FY 2014-2015 PROJECTS	PROJECT
	<b>TOTAL</b>
Long Term Obligations & Fixed Expenses	
Insurance Deductibles*	\$100,000
SOCCCD – Legislative Advocacy Services*	\$75,000
Board of Trustee Election*	\$400,000
Capital Projects/Defects/Scheduled Maintenance/Renovation	
IVC – ATEP Building*	\$8,950,000
IVC – Fine Arts*	\$795,000
IVC – A200 Student Success Center	\$458,910
IVC – B200 Rebuild Classroom Wing and Labs	\$400,000
IVC – B400 Life Science Labs & Entrance Controls	\$410,000
IVC – Scheduled Maintenance-B100 Roof & HVAC Maint (50% Coll Match)	\$493,350
T	D 21 626

<sup>\*</sup>Reflects an augmentation to an existing project

### OTHER FUNDS

### **Community Education Fund (Fund #07 and Fund #09)**

The Community Education funds are intended to be self-supporting from income derived by community education fees. Both colleges provide community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum; the instruction is consistent with the primary mission of the District. The income and expenses from the activities of these programs at Irvine Valley College is accounted for in Fund #07, and at Saddleback College in Fund #09. Currently, the Saddleback College Community Education Fund is self-supporting. The Irvine Valley College Community Education Fund is not self-supporting and additional information will be provided for the adopted budget.

### **Child Development Fund (Fund #12)**

The Child Development funds are intended to be self-sufficient. The District operates child development programs at both colleges for the benefit of children aged 18 months to 5 years. Services are provided to students and the community on a fee basis. Although the intent is for self-sufficiency, Irvine Valley College provides \$234,000 of support from the unrestricted general fund (20% of funding), and Saddleback College provides \$250,000 (26% of funding). The child development program is also not charged for administration or operations, so it is currently not self-supporting.

### **Capital Outlay Projects Fund (Fund #40)**

The District maintains the capital outlay projects fund to account for the expenditures of capital outlay and scheduled maintenance projects. This fund is further divided by funding sources, i.e., state apportionment for new construction, state scheduled maintenance, local redevelopment funds, basic aid projects, and district funded projects. The next table is a schedule of planned projects.

### CAPITAL OUTLAY PROJECTS – FUND 40

	FY 2014-2015
Project Description	Tentative
	Budget
BASIC AID PROJECTS (including required college match)	\$224,088,778
OTHER PROJECTS	
District-wide Video Conferencing	\$190,615
District Technology Enhancement	\$37,697
DSA Closeout/Five Year Plan/CEQA	\$74,973
State Scheduled Maintenance Projects (including required college match)	\$1,266,557
SC - Future Parking Lot Projects	\$576,710
SC - Future Capital Outlay Projects	\$5,020,086
District-Future Capital Outlay Projects	\$23,040,866
Redevelopment Funds Reserved for Future Capital Projects (Lake Forest, Mission Viejo, Tustin, Orange County, Irvine, Santa Ana, San Clemente, San Juan Capistrano)	\$24,072,032
Total Fund 40	\$278,368,314

### **Facilities Corporation Capital Outlay Projects Fund (Fund #41)**

The District established the Facilities Corporation Capital Outlay Projects Fund to account for the transactions related to the New Markets Tax Credit (NMTC) funding that is being explored to assist with the funding of the development of ATEP. There currently are no NMTC funding opportunities, therefore, no budget is established for FY 2014-2015.

### **Self-Insurance Fund (Fund #68)**

The self-insurance fund is used to account for the activities of the District's risk management department and the self-funded programs for property/liability and workers' compensation.

### **Retiree Benefit Fund (Fund #71)**

The District pays premiums for health care coverage for retirees according to Board policies and contract agreements with employee groups. The Retiree Benefit Fund is used to pay retiree benefit premiums that are reimbursed from the OPEB Trust fund. The current year's annual accrual of retiree benefits for existing employees is also made in this fund.

An actuarial study is conducted at a minimum of every two years to update the status of the District's irrevocable trust and determine any unfunded liabilities. The study provides two estimates: 1) the annual accrual to cover the value of benefits "earned" in the current year for existing employees, and 2) the total projected benefits accrual for employees' past service. The current study estimates the cost for the annual accrual for current employees to be \$3,250,000. The District's actuarial accrued liability for past service is estimated at \$80,372,000 and is sufficiently funded that no additional funds are needed for FY 2014-2015. An irrevocable trust was established in FY 2007-2008 to fund the OPEB obligation in accordance with GASB 43 and 45.

### **Retiree Other Post-Employment Benefits (OPEB) Trust Fund (Fund #72)**

The Retiree OPEB Trust Fund is used to account for the activities of the District's irrevocable trust. It was established for the purpose of investment and disbursement of funds irrevocably designated for the payment of obligations to eligible employees, former employees, and their eligible dependents for medical, dental, and vision upon retirement. The District's OPEB liability was updated in January 2014 with the completion of a required actuarial study.

### Foundation Funds (Funds #73 through 76)

These are funds that account for the operations of Saddleback College, Irvine Valley College, District, and ATEP foundations which are overseen by each of their respective boards of directors. The foundations are auxiliary organizations and are considered component units of the District. The foundation budgets are brought annually to the Board of Trustees for their approval at the Adopted Budget stage in August.

### Associated Student Government (ASG) Funds (Funds #95 and #96)

The ASG organizations are auxiliaries of the District. The budgets are brought to the Board of Trustees independently from the SOCCCD Tentative Budget for board approval.

### **BUDGET TABLES**

The Tentative Budget FY 2014-2015 for all District funds is summarized on the following pages.

Dr. Debra L. Fitzsimons, Vice Chancellor of Business Services Kim McCord, Executive Director of Fiscal Services/Comptroller Prepared by: Mayra Arias, Senior Administrative Assistant

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT TENTATIVE BUDGET - FISCAL YEAR 2014-2015

Revenues, Expenditures and Change in Fund Balance

	TOTAL ALL FIINDS		000 \$ 362,255,425	- \$ 138,698,686 - 39,207,314 - 4,080,289 - 17,468,729 - 29,840,684 000 229,295,702	- 43,861,973 - 1,227,350	000 \$ 636,640,450	- \$ 70,738,207 - 47,344,617 - 44,344,965		7	000 475,037,969	- \$ 1,227,350 - 43,861,973	- 45,089,323	520,127,292	000 \$ 116,513,158	000 \$ 108,694,869
	Retiree OPEB	(72)	\$ 90,825,000	- - - - - - - - - - - - - - - - - - -		\$ 97,325,000	\$ - - 4 028 000	- 000 088		4,358,000	↔		4,358,000	\$ 92,967,000	\$ 92,967,000
	Retiree Benefit	(71)	1,442,284 §	000,4	1 1	1,446,284		- 000 06		000'06		1	000'06	1,356,284	1,356,284
ance	Self- Insurance	(89)	1,535,770 \$	\$ 3300 3300 3	100,000 250,000	\$ 1,889,070 \$	- \$ 162,524 82,358		27,000	1,259,042	<b>↔</b> 	1	1,259,042	630,028 \$	630,028 \$
Revenues, Expenditures and Change in Fund Balance	Capital Outlay	(40)	229,872,656 \$	- \$ - 4,240,335 4,240,335	43,761,973 493,350	278,368,314 \$	1,515,842 33,429	3,000	267,575,153	278,071,259	<b>↔</b> 		278,071,259	297,055 \$	297,055 \$
res and Chan	Child Development	(12)	<del>9</del> '	- \$ - 1,629,417 1,629,417	- 484,000	2,113,417 \$	- \$ 1,493,051 509,519	61,831	37,326	2,113,417	<b>↔</b> 	- 	2,113,417	<b>⇔</b> •	٠
s, Expenditui	Community Education	(07) & (09)	\$ 820,000 \$	2,910,708	1 1	\$ 3,730,708 \$	3 147,743 \$ 874,044 293,098	115,051	650,766	3,730,708		ı	3,730,708	•	€ ·
Kevenue	General Fund	(01)	37,759,715 \$	138,698,686 \$ 39,207,314 4,080,289 17,468,729 14,552,924 214,007,942	1 1	251,767,657	70,590,464 \$ 43,299,156 39,398,561	4,078,465 21,428,557	5,876,702 743,638	185,415,543	1,227,350 \$ 43,861,973	45,089,323	230,504,866	21,262,791 \$	13,444,502 \$
		ļ	9712 \$	Various \$ 8100-8199 8600-8899	8980-8989 8980-8989	€	1000-1999 \$ 2000-2999	4000-4999	6000-6009 7500-7699	Į.	7300-7400 \$ 7300-7400 7100-7199			€	ALANCE
			SOURCES OF FUNDS  BEGINNING FUND BALANCE:	REVENUES: SB361 Revenue Basic Aid Federal Sources Other State Sources Other Local Sources	BASIC AID INCOMING TRANSFER 8980-8989 INCOMING TRANSFERS 8980-8989	TOTAL SOURCES OF FUNDS	USES OF FUNDS EXPENDITURES: Academic Salaries Other Staff Salaries Fundower Benefits	Supplies & Materials Services & Other Operation	Capital Outlay Payments to Students	Total Expenditures	OTHER FINANCING USES: Transfers Out Basic Aid Transfers Out Debt Service	Total Other Uses	TOTAL USES OF FUNDS	<b>ENDING FUND BALANCE</b>	COMPONENTS OF ENDING BALANCE Reserve, Economic Uncertainties/Fund Bal. \$

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	SC	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	SE COUNTY	VGE COUNTY COMMUNITY COLLEGE DISTRIC:	Y COLLEGE	DISTRICT				
		<u> </u>	evenues, Exp	Revenues, Expenditures and Change in Fund Balance	Change in Fun	nd Balance				
		Sac	Saddleback College	<u>o</u>	<u>5</u> اد	General Fund Irvine Valley Colle	ede	Dis	District Services	
		General Fund Unrestricted	General Fund Restricted	Total	General Fund Unrestricted	General Fund Restricted	Total	General Fund Unrestricted	General Fund Restricted	Total
SOURCES OF FUNDS BEGINNING FUND BALANCE:	9712 \$	4,750,0		8,606,170 \$	I		2,210,000	\$ 800,000 \$	296,054 \$	1,096,054
REVENUES: SB361 Revenue	Various	\$ 78,306,679 \$	<del>€</del>	78,306,679 \$	42,866,918 \$	1	\$ 42,866,918 \$	\$ 13,884,135 \$	<del>€)</del> 1	13,884,135
Basic Aid Federal Sources Other State Sources Other Local Sources Total Revenue	8100-8199 8600-8699 8800-8899	- 4,501,980 3,808,220 86,616,879	3,559,351 5,586,786 3,613,854 12,759,991	3,559,351 10,088,766 7,422,074 99,376,870	2,397,606 4,751,540 50,016,064	520,938 4,462,638 2,377,460 7,361,036	520,938 6,860,244 7,129,000 57,377,100	13,884,135	10,256	- 10,256 - 13,894,391
RESTRICTED BASIC AID INCOMING TRANSFERS	8980-8989 8980-8989			1 1	1 1	1 1	1 1	1 1	1 1	1 1
TOTAL SOURCES OF FUNDS	S	\$ 91,366,879 \$	\$ 16,616,161 \$	107,983,040 \$	51,516,064	\$ 8,071,036	\$ 59,587,100	\$ 14,684,135 \$	306,310 \$	14,990,445
EXPENDITURES:  Academic Salaries Other Staff Salaries Cmployee 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	\$ 42,802,242 \$ 17,693,561 20,148,791 1,389,627 6,444,932 1,637,726	2,499,898 \$ 4,390,978 2,148,847 1,389,950 3,205,115 2,494,682 486,691	45,302,140 \$ 22,084,539 22,297,638 2,779,577 9,650,047 4,132,408 486,691	5 22,423,906 \$ 11,267,115 11,817,604 626,805 3,374,850 716,334	1,012,642 2,241,042 1,096,652 480,980 1,787,178 757,695 256,947 7,633,136	\$ 23,436,548 \$ 13,508,157   12,914,256   1,107,785   5,162,028   1,474,029   256,947   57,859,750	\$ 1,399,523 \$ 7,365,672 3,988,024 160,003 1,257,648 263,265 - 14,434,135	306,310	1,399,523 7,365,672 3,988,024 160,003 1,563,958 263,265
OTHER FINANCING USES: Transfers Out Basic Aid Transfers Out Debt Service Total Other Sources (Uses)	7300-7400 7300-7400 7100-7199	\$ 250,000 \$	<del>.</del>	250,000 \$	289,450 \$	437,900 \$	727,350	\$ 250,000 \$	· · · · · ·	250,000
TOTAL USES OF FUNDS		90,366,879	16,616,161	106,983,040	50,516,064	8,071,036	58,587,100	14,684,135	306,310	14,990,445
<b>ENDING FUND BALANCE</b>		\$ 1,000,000 \$	•	1,000,000 \$	\$ 1,000,000 \$	٠	\$ 1,000,000 \$	€	•	•
COMPONENTS OF ENDING BALANCE Reserve, Economic Uncertainties/Fund Bal. \$ Reserve, Unrealized Tax Collections (Basic Aid	IG BALANCE ainties/Fund Bal.	\$ 1,000,000 \$ Aid -	<del>9</del> 1 1	1,000,000 \$	1,000,000 \$	<b>⊕</b> 1 1	1,000,000	<del>Ω</del> ' ' <del>Ω</del>	<del>9</del> ' '	1 1

Tentative Budget FY 2014-2015

13,444,502 7,818,289

\$

13,444,502 \$ 7,818,289

11,444,502 \$ 7,818,289

<del>⇔</del> ' '

COMPONENTS OF ENDING BALANCE Reserve, Economic Uncertainties/Fund Bal. \$ Reserve, Unrealized Tax Collections (Basic Aic

Revenues, Expenditures and Change in Fund Balance

	-							
	General Fund Unrestricted F	General Fund Restricted	Total	General Expense Unrestricted	One Time Rev. Incl. Basic Aid Unrestricted	General Fund Unrestricted	General Fund Restricted	Total
9712 \$	148,000 \$	<b>↔</b> '	148,000 \$	<b>.</b>	25,699,491 \$	32,897,491 \$	4,862,224 \$	37,759,715
Various \$ 8100-8199 8600-8699	\$ 206,058		509,058	3,493,020 \$	147,934 \$ 38,698,256 - 509,463		4,080,289 10,059,680 5,993,164	138,698,686 39,207,314 4,080,289 17,468,729 14,552,924
8980-8989 8980-8989	509,058	1,850	510,908	3,493,020	39,355,653	193,874,809	20,133,133	214,007,942
↔	657,058 \$	1,850 \$	\$ 806'859	3,493,020 \$	65,055,144 \$	226,772,300 \$	24,995,357 \$	251,767,657
\$ 66	235,788	<del>€</del>	235,788	105,000	452,253 \$		3,512,540 \$ 6,632,020	70,590,464
6 6 6 6 6 6	121,433	100	121,433	13,000	57,210	36,153,062 2,207,435	3,245,499	39,398,561 4,078,465
o o o	274,837 7,000 -	1,750	276,587 7,000 -	3,355,020	1,420,917	16,128,204 2,624,325 -	5,300,353 3,252,377 743,638	21,428,557 5,876,702 743.638
	657,058	1,850	806'859	3,493,020	1,930,380	160,858,086	24,557,457	185,415,543
\$ 00 66	<del>s)</del> ' ' '	<del>€)</del> !!!	<b>↔</b> ''' '	<b>↔</b> '''' '	43,861,973	789,450 \$ 43,861,973	437,900 \$	1,227,350 43,861,973
· }		  -			43,861,973	44,651,423	437,900	45,089,323
•	657,058	1,850	806'859	3,493,020	45,792,353	205,509,509	24,995,357	230,504,866
↔	•	<del>()</del>	<del>⇔</del> 1	<b>↔</b> 1	19,262,791 \$	21,262,791 \$	<del>69</del> 1	21,262,791
	1000-1999 \$ 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699 7300-7400 \$ 7300-7400	\$ 235,788	\$ 235,788	\$ 235,788	\$ 235,788	\$ 235,788	\$ 235,788	\$ 235,788

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **TENTATIVE BUDGET - FISCAL YEAR 2014-2015** 

Revenues, Expenditures and Change in Fund Balance

		Commu	Community Education Fund	n Fund	J	Shild De	Child Development Fund	pun <sub>-</sub>
		Saddleback Irvine Valley	<b>Irvine Valley</b>		Saddleb	ack In	Saddleback Irvine Valley	
		College	College	Total	College	<u>a</u>	College	Total
		(60)	(07)		(12)		(12)	
SOURCES OF FUNDS BEGINNING FUND BALANCE:	9712 \$	800,000	\$ 20,000 \$	820,000	↔	₩ .	<del>\$</del> -	1
REVENUES: SB361 Revenue	Various \$	ī	<b>⇔</b> ' <b>↔</b>	•	€9	€	<del>⇔</del> '	1
Pasic Aid Federal Sources Other State Sources Other Local Sources Total Revenue	8100-8199 8600-8699 8800-8899	1,951,200 1,951,200	- 959,508 959,508	2,910,708 2,910,708	719,234 719,234	<u>*</u>  * 	- - 910,183 910,183	- 1,629,417 1,629,417
RESTRICTED BASIC AID INCOMING TRANSFERS	8980-8989 8980-8989	1 1		1 1	250,000	' 00	234,000	- 484,000
TOTAL SOURCES OF FUNDS	€	2,751,200	\$ 979,508	3,730,708	\$ 969,234		\$ 1,144,183 \$	2,113,417
USES OF FUNDS EXPENDITURES: Academic Salaries	1000-1999 \$	133,704	\$ 14,039 \$		↔	<b>↔</b>	<del>⇔</del> '	1
Other Staff Salaries	2000-2999	484,525	389,519	874,044	690,861	51	802,190	1,493,051
Employee Benefits	3000-3999	143,251	149,847	293,098	252,706	90	256,813	509,519
Supplies & Materials	4000-4999	87,000	28,051	115,051	20,931	31	40,900	61,831
Services & Other Operating	5000-5999	1,435,950	214,056	1,650,006	3,490	90	8,200	11,690
Capital Outlay Payments to Students	6000-6999	466,770	183,996	650,766	1,246	46	36,080	37,326
Total Expenditures		2,751,200	979,508	3,730,708	969,234	1	1,144,183	2,113,417
OTHER FINANCING USES: Transfers Out	7300-7400 \$	,	<i>\$</i> -	1	↔	<del>69</del> ₁	<del>\$</del>	
Basic Aid Transfers Out Debt Service	7300-7400 7100-7199	1 1		1 1				
Total Other Sources (Uses)		'	'	1		!   •	'	1
TOTAL USES OF FUNDS		2,751,200	979,508	3,730,708	969,234		1,144,183	2,113,417
<b>ENDING FUND BALANCE</b>	↔	•	<del>\$</del> □	•	€	€	•	•
COMPONENTS OF ENDING BALANCE Reserve, Economic Uncertainties/Fund Bal. \$ Reserve, Inrealized Tay Collections (Basin Aid)	ALANCE es/Fund Bal. \$	1 1	<b>↔</b> '''		↔	<b>↔</b>	<b>↔</b> 1 1	1 1
	יייטווט (במסור אימ)	1	ı	ı		ı	İ	ı

### APPENDIX A

### The following Funds are used at South Orange County Community College District:

FUND NUMBER	DESCRIPTION	DEFINITION
01	General Fund	Used to account for the ordinary operational expenses of the district. These funds are available for any legally authorized purpose not specified for payment by other funds.
07	Community Education Fund – Irvine Valley College	Irvine Valley College provides community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum.
09	Community Education Fund – Saddleback College	Saddleback College provides community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum.
12	Child Development Fund	The District operates child development programs at both colleges for the benefit of children ages 18 months to 5 years. Services are provided to students and the community on a fee basis. The child development program is not charged for administration and operations.
40	Capital Outlay Fund	The District maintains the capital outlay projects fund to account for the expenditures of capital outlay and scheduled maintenance projects. This fund is further divided by funding sources; i.e., state apportionment for new construction, state scheduled maintenance, local redevelopment funds, American with Disabilities Act, and District funded projects.
41	Facilities Corporation Capital Outlay Projects Fund	The District established the Facilities Corporation capital outlay projects fund to account for the transactions related to funding for the development of ATEP, when it is needed.
68	Self-Insurance Fund	The self-insurance fund is used to account for the activities of the District's self-funded programs for property/liability and workers' compensation programs.

### APPENDIX A

FUND NUMBER	DESCRIPTION	DEFINITION
71	Retiree Benefits Fund	The District pays premiums for health care coverage for retirees according to Board Policies and contract agreements with employee groups. This fund is used to pay premiums. The current year's annual accrual of retiree benefits for existing employees is also made in this fund.
72	Retiree (OPEB) Trust	This fund is used to account for the activities of the District's irrevocable trust, established for the purpose of investment and disbursement of funds irrevocably designated for the payment of obligations to eligible employees, former employees, and their eligible dependents for medical, dental, and vision upon retirement.
73	Saddleback College Foundation	This fund is used to account for the activities of organizations known as foundations. The foundation provides scholarships for students and supplements the needs of the college.
74	Irvine Valley College Foundation	This fund is used to account for the activities of organizations known as foundations. The foundation provides scholarships for students and supplements the needs of the college.
75	District Foundation	This fund is used to account for the activities of organizations known as foundations. The foundation supplements any needs the District may have.
76	ATEP Foundation	This fund is used to account for the activities of organizations known as foundations. This account may supplement needs the District may have related to ATEP.
84	Student Financial Aid Fund	This clearing account is used to account for the deposit and direct payment of government-funded student financial aid, including grants and loans.

### APPENDIX A

FUND NUMBER	DESCRIPTION	DEFINITION
95	Associated Student Government – Saddleback College	This fund is used to account for monies held in trust by the college for organized student body associations. The fund is subjected to the approval of the governing board.
96	Associated Student Government-IVC	This fund is used to account for monies held in trust by the college for organized student body associations. The fund is subjected to the approval of the governing board.
99	District Depository	This fund is a clearing account used to deposit bank card payments, cash, and checks received by the District for enrollment fees, material fees, applications, parking fees and fines, health center business, fine arts ticket sales, Child Development Center fees, library fines, and career center testing fees. The District deposits this money in Fund 99 and promptly issues a check for deposit by the Orange County Department of Education into the Orange County Treasurer Educational Pool. This process is used because the Orange County Department of Education does not accept bank card payments or cash for deposit, nor do they accept the large volume of personal checks processed by the District daily.

### APPENDIX B

### South Orange County Community College District

### RESOURCE ALLOCATION DEFINITION OF TERMS

- Administrative Unit Reviews (AURs) are conducted to examine the effectiveness of an administrative unit. They are conducted at both District Services and the colleges.
- Basic Aid occurs when the local property tax revenue in a community college district exceeds the total funding that the state would have provided, as calculated by SB361 apportionment. Apportionment is the method by which the CCC system office distributes federal, state and local monies to community college districts according to a specified formula. Under Basic Aid, there is no need to factor in any state aid because the property taxes and student fees surpass the minimum funding level established by the state. K-12 school districts also can be basic aid districts.
- Capital Construction refers to large scale building construction projects. They include specific construction projects such as site development, utilities, roads, buildings, and equipment projects. Capital projects may also be thought of in terms of "facilities systems."
- **DRAC** is the SOCCCD's District Resource Allocation Council, which is a district-wide participatory governance council, approved by the Board of Trustees and charged with recommendations for the income allocation model on which the budget is based. It is charged with development and oversight of the allocation process for Unrestricted General Funds and it makes recommendations to the Chancellor.
- **DRAC Model** is a resource allocation model for the District. It distributes available general fund unrestricted resources (following the state funding formula SB 361) and other funding such as enrollment fees, non-resident fees, local income, miscellaneous income, and ending balances. It is distributed to five areas: 1) Saddleback College, 2) Irvine Valley College, 3) Contingency Reserve, 4) General Expenditures, and 5) District Services. The intention of the model is to guarantee the colleges a predictable, fair, and equitable distribution of revenues.
- Education and Facilities Master Plan (EFMP) is a year-long endeavor updated every five years. Information is captured from a variety of sources, both internal and external, to facilitate data driven decision making. Meetings were hosted with participatory governance groups and with community involvement. The results connect capital expenditure decisions directly to planning efforts. The District-wide Education and Facilities Master Plan (EFMP) 2011-2031 is in a 5-volume comprehensive document. The product is a long-term plan for continuous quality improvements focusing on strategies for academic excellence and facilities improvements.

### APPENDIX B

### South Orange County Community College District

### RESOURCE ALLOCATION DEFINITION OF TERMS

- Ending Balances are one-time remaining funds that are unspent at the end of the fiscal year and are available to be rolled over into the new fiscal year within the fund. They should only be available for one-time purposes. If negative ending balances should occur, they are deducted from the budget for the respective entity in the next year's budget process.
- **Enrollment Fees** are charged to a student for instructional services provided to that student and these fee levels are set by the state.
- Federal, State, Categorical, and Grant Funds include restricted revenues received from a government or a private or non-profit organization to be used or expended for a specified purpose.
- **General Funds** are used to account for the ordinary operational expenses of the District. These funds are available for any legally authorized purpose not specified for payment by other funds.
- **Local Income** is income derived from non-state and non-federal sources, such as material fees, facility rental, and application fees.
- Local Restricted Funds are funds that are non-state and non-federal, but have restrictions or limitations based on their use by the funding source or funding agency. Examples are community education, parking income, and child development funds.
- Long-Term Obligations are amounts that an entity may be legally required to pay out of its resources over a longer period of time in the future. Included are not only actual liabilities, but also unliquidated encumbrances. An example of a long term obligation that community colleges typically have is the future retiree benefit liability obligation, as required by GASB 43 and 45. Other examples could include Certificates of Participation (COPs) and debt, which the District does not currently have.
- **Miscellaneous Income** is income that is outside of the SB 361 formula. Examples are unrestricted lottery, interest, mandated costs, and enrollment fee administration.
- **Non-Resident Fees** are charged to a student for instructional services provided to a student who resides outside of California. Revenues are retained by the colleges in addition to revenues received through the DRAC model.

### APPENDIX B

### South Orange County Community College District

### RESOURCE ALLOCATION DEFINITION OF TERMS

- **Program Reviews** are a process to examine the effectiveness of an academic program. The process typically provides feedback (a) to the academic unit primarily responsible for the program, (b) to the appropriate academic administrators, and (c) to external units in the form of confirmation of the existence of a review process and in the form of summaries of the outcomes.
- **Property Taxes** are compulsory charges levied within boundaries by a governmental unit against the property of persons, natural or corporate, to finance services performed for the common benefit. Property taxes are the primary source of revenue to the District.
- **Reserve** is an amount set aside to provide for estimated future expenditures or losses for working capital, or for other specified purposes. The Budget Guidelines approved by the Board of Trustees require a general fund reserve for economic uncertainties that shall be no less than 7.5% of the projected unrestricted revenue.
- Restricted Funds are used to account for resources available for the operation and support of educational or other programs specifically restricted by law, regulations, donors, or other outside agencies. Examples of Restricted Funds at SOCCCD are EOPS, DSPS, and grants. All federal, state, and local funds including state categorical programs and grants are recognized as restricted general fund income to the District.
- Scheduled Maintenance The state refers to scheduled maintenance as state funds that are provided for major repairs of buildings and equipment and have required a local match. For several years, state scheduled maintenance funds had not been allocated to community colleges. Beginning in FY 2013-2014, the State reintroduced the State Scheduled Maintenance program. At the District, the working definition of scheduled maintenance includes scheduled maintenance or repair of major building systems at the end of their life cycle that require planning, allocation of a significant amount of time and funds, and a high degree of coordination.
- State Capital Project Match are match funds provided by the California Community College Chancellor's Office for district capital construction projects that meet their criteria for receiving a match of dollars from the state. These matching funds are matched by the local district.
- Strategic Plans refer to the Strategic Plans at both the colleges and the SOCCCD District-wide Strategic Plan.
- Unrestricted Funds are funds that do not have limitations on their use or disposition by their funding source (i.e., do not have specific restrictions placed upon them). These funds can be used for general purpose operating expenses and support of educational programs of the District.

### APPENDIX B:

### South Orange County Community College District

### RESOURCE ALLOCATION DEFINITION OF TERMS

- **5 Year Construction Plan** uses the project lists developed during the Education and Facilities Master Planning process. The college presidents work every year with their campuses to update the two colleges' lists of project priorities. The separate campus priority lists are merged into one district-wide project priority list vetted through the Capital Improvement Committee (CIC) and approved by the Board of Trustees for submittal to the State Chancellor's office. This Five Year Construction Plan is the basis for the State Chancellor's Office determination of which projects they will consider for funding. All Initial Project Proposal (IPP) and Final Project Proposal (FPP) submittals must be drawn from this list.
- 20 Year Facility, Renovation, & Scheduled Maintenance Plan will be a plan developed by each college and facilitated by CIC to create a 20 year projection of District-wide facility needs including projected cost and revenue. Facility needs are defined as new facilities, renovation of existing facilities, scheduled maintenance and maintenance backlog. This plan will be developed objectively by applying uniform data driven criteria to assess facility needs District-wide. This plan will be reviewed annually by the committee.

### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.4 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** Saddleback College and Irvine Valley College: FY 2014-2015

**Tentative Student Government Budgets** 

**ACTION**: Approval

### BACKGROUND

The Saddleback College Associated Student Government (ASG) and Associated Students of Irvine Valley College (ASIVC) have developed their tentative budgets for FY 2014-2015. During the spring semester 2014, the Saddleback College ASG tentative budget was ratified by the ASG Board of Directors and also reviewed by the Consultation Council. During the spring semester 2014, the ASIVC tentative budget was reviewed and endorsed by the Strategic Planning and Accreditation Council. Funding for the budgets is derived from the sale of student government stickers and stamps (student activity fee) as well as bookstore and food service commissions. The budgets were established to provide funding for co-curricular programs, scholarships, student initiatives, and student activities, including student clubs.

### **STATUS**

The Saddleback College ASG tentative budget for FY 2014-2015 is presented as EXHIBIT A. The ASIVC tentative budget for FY 2014-2015 is presented as EXHIBIT B. The adopted budgets will be brought to the Board in August and will include actual beginning fund balances and a detail budget of grants/allocations.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the FY 2014-2015 tentative student government budgets as presented in EXHIBITS A & B.



### SADDLEBACK COLLEGE ASSOCIATED STUDENT GOVERNMENT 2014-2015 BUDGET PRESENTATION

SOCCCD BOARD OF TRUSTEES JUNE 23, 2014

PRESENTED BY: SARVY PAHLAVAN, ASG PRESIDENT

### SADDLEBACK COLLEGE

### TENTATIVE BUDGET CHART

Sources and Uses of Funds	FY 2013-2014 Adopted Budget	FY 2014-2015 Tentative Budget	Change	Note
Sources of Funds	The production of the producti			
Beginning Fund Balance	145,386	145,386	-	
Revenue				
Bookstore/Cafeteria Vending	265,983	265,983	-	
ASB Activity Sticker Sales	65,000	65,000	-	
Total Sources of Funds	476,369	476,369	-	
Uses of Funds				
Campus Life	102,121	122,121	20,000	а
Co-Curricular Programs	35,781	35,781	-	
ASG Operations	11,000	11,000	-	
ASG Operations (Personnel, Non-Discretionary)	113,368	113,368	-	
Mid-Year Requests	20,000	-	(20,000)	b
Scholarships	110,000	110,000	-	
Student Support	54,099	54,099	-	
Emergency Reserve	30,000	30,000	-	
Total Uses of Funds	476,369	476,369	-	
a/ Funds moved from "Mid-Year Requests" to fund peer mentoring grants				
b/ "Mid-Year Requests" line-item removed from the ASG budget				



### **BUDGET HIGHLIGHTS**

- A) Beginning Fund Balance: ASG used an estimate based on the 2013-2014 beginning balance as a placeholder for the this year's tentative budget.
- B) Gaucho Stamp Revenue: In line with our prediction for fundraising success this past year, we have estimated our Gaucho Stamp Revenue to remain a stable \$65,000 for the upcoming fiscal year.
- C) Reserve for Mid-Year Allocations: ASG has decided to re-allocate the Mid-Year Allocation funds to establish the Crunch Time and Special Topic Grant programs as permanent ASG funded programs to promote student success on campus.
- D) Emergency Reserve: ASG, to be most prudent has once again decided to leave the Emergency Reserve at 7.5% of subtotal projected revenue, a figure that is easy to use and maintain for the long term.



### 2013-2014 ASG ACCOMPLISHMENTS

- The Crunch Time program has been a great success and has now been implemented during both the Fall and Spring Semesters. Offering students extended library hours, healthy snacks, and extended tutoring for a full 2 weeks during the "crunch" for finals, the program provides useful resources for successful studying.
- Through multiple "Club Rushes" there has been an increased student participation in clubs campus-wide. With over six this year, students are more enabled than ever before to join clubs and spread information across campus.
- Development of educational workshops for students and clubs to learn about budgeting, event planning, parliamentary procedures, team building, and leaving behind a legacy for future generations of Saddleback College Students.
- The creation of the International Students Peer to Peer Mentoring Program assisted students with social, personal, and academic acclamation at Saddleback College. With over 110 incoming international students, more than 50% of whom participated in the peer mentor program, Saddleback is creating a social community for diverse students.
- The Veteran Student Council participated in a ropes course and other team-building leadership exercises off-campus to create a strong sense of community within Orange County as well as Saddleback College. They are breaking ground with steps towards social integration, personal development, and educational aspiration.









## Associated Student Government Tentative Budget FY 2014-2015



### **ASIVC Budget Process**

- The Associated Students of Irvine Valley College (ASIVC) Budget and Finance Committee (BFC) budget process is outlined in the Chapter Constitution and Bylaws.
- Requests for ASIVC funding are submitted to the committee in writing with a detail of the purpose and scope of the funding request.
- The committee meets with faculty and staff advisors to discuss the funding requests and to gain an understanding of the correlation of the funding to student learning outcomes and student success.
- The committee reviews prior years funding requests and allocations and compares with the current request amounts. The total amount of the requests is reconciled with the estimated income for FY 2014-2015.
- The committee reviews, discusses and votes on each funding request separately and maintains a balanced budget throughout the process.

Sources and Uses of Funds	FY 2013-2014 Adopted Budget	FY 2014-2015 Tentative Budget	Change	Note
Sources of Funds				
Beginning Fund Balance	101,713	60,000	(41,713)	a
Revenue				
Bookstore/Caferia Vending	370,000	410,000	40,000	b
ASB Activity Sticker Sales	55,000	55,000	-	
Total Sources of Funds	526,713	525,000	(1,713)	
Uses of Funds	24 500	<b>50 5</b> 00	4 ( 000	
Campus Life	36,500	52,500	16,000	С
Co-Curricular Programs	235,000	235,000	-	
ASIVC Operations	28,700	22,800	(5,900)	d
ASIVC Operations (Personnel, Non-Discretionary)	80,200	81,500	1,300	e
Mid-Year Requests	8,000	8,000	-	
Scholarships	30,000	30,000	-	
Student Support	55,613	51,200	(4,413)	f
Emergency Reserve	52,700	44,000	(8,700)	g
Total Uses of Funds	526,713	525,000	(1,713)	
a/ Estimated reduction in Beginning Balance				
b/ Increased income from bookstore revenue				
c/ Increase in Commencement Costs and implementation of Student				
Ambassadors Program				
d/ Reduction in Contract Services and Repairs				
e/ Increase in Office Assistant and Utility expense				
f/ Reduction in Choral, Theater, Journalism and Guest speaker expense				
g/ Reduction in reserve to 8.4% of Total Revenue				
			[[] 中国 [[] [] [] [] [] [] [] [] [] [] [] [] []	

### **Budget Highlights**

- Campus Life: \$52,500
  - Campus Life programs provide participation for students at IVC to experience the same opportunities they would have at four-year universities.
- Co-Curricular Programs: \$235,000

Co-curricular funds support the competitive academic programs that enhance student success, contribute to student retention, offer national and state academic experience, promote involvement on campus and fulfill Accreditation requirements.

- ASIVC Operations: \$104,300
  - ASIVC funding covers operational costs of the student government offices, contract maintenance agreements for printers, copiers and repairs of equipment in the cafeteria and bookstore.
- Scholarships: \$30,000
   ASIVC provides an annual funding amount for IVC student scholarships.
- Student Support: \$51,200

ASIVC grant funding for student programs that encompass all IVC students, validates their success, and provides opportunities to enhance their majors.

Contingency and Mid-Year requests: \$52,000
 ASIVC provides an amount for any contingencies and/or mid-year needs.

### **ASIVC Goals and Objectives**

 Goal 1 – Provide ongoing education and training for ASIVC student leaders to enhance institutional effectiveness

Objective 1 – Host a retreat for ASIVC members and club leaders in early Fall 2014
Objective 2 – Adopt a Student Ambassador Program to engage key student leaders in gaining an understanding of the planning, organization and functions of the campus community in Fall 2014

Goal 2 – Improve student activity and participation in campus outreach events

Objective 1 – ASIVC will host a Welcome Week for students in Fall 2014
Objective 2 – The ASIVC and ICC will jointly sponsor club days in Fall 2014 and Spring 2015
Objective 3 – Clubs will participate in homecoming and the nomination of the homecoming student court

 Goal 3 - ASIVC will support a vibrant, effective student government by enhancing the teaching and learning environment and governance process

Objective 1 – The students and advisor will hold monthly workshops on governance and committee participation

Objective 2 – The ASIVC cabinet will assess the function of Student Commissioners and Court Justices

### Thank you for your support of ASIVC!





ITEM: 6.5 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Saddleback College, Cosmetology and Cosmetician

(Esthetician) Agreements, Advance Beauty College and Hair California

**Beauty Academy** 

**ACTION:** Approval

### **BACKGROUND**

California Education Code and Title 5 of the Administrative Code provide that the Board of Trustees may contract with a private post secondary school to deliver vocational education instruction. For the past thirty years, the District has contracted with local beauty colleges to provide instruction in the Saddleback College Cosmetology and Cosmetician (Esthetician) programs.

On August 31, 2009, the Board of Trustees approved agreements for Cosmetology and Cosmetician instruction at Saddleback College and they are set to expire June 30, 2014.

### **STATUS**

On April 10 and 17, 2014, SOCCCD ran a newspaper advertisement for consideration of Bid No. 2017 for Cosmetology and Cosmetician (Esthetician) instruction at Saddleback College. Invitations were also sent to the two vendors currently under contract.

On April 29, 2014, two proposals (EXHIBIT A) were received and members of the Technical and Applied Sciences department joined as a selection committee to evaluate the submittals. The two proposals received were from the vendors currently under contract, one from Advance Beauty College and one from Hair California Beauty Academy, and both firms are being recommended for Cosmetology and Cosmetician (Esthetician) agreements (EXHIBIT B, C, D, & E) for a two year period with options to renew for three additional one-year terms.

Funds are available in the college's general fund budget to address an annual total cost for both contracts estimated at \$900,000.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Saddleback College Cosmetology and Cosmetician (Esthetician) agreements for a two year period with options to renew for three additional one-year terms with each of the two responding vendors, Advance Beauty College (EXHIBIT B & C) and Hair California Beauty Academy (EXHIBIT D & E) for an estimated value of \$900,000.

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

### **BID NO. 2017**

### Proposals Submitted for RFQ &P for Cosmetology and Cosmetician (Esthetician) Services Saddleback College

Advance Beauty College	Laguna Hills, CA	Linh Nyugen
Hair California Beauty Academy	Orange, CA	Henry Dang
COMPANY NAME	<u>CITY</u>	SUBMITTER'S NAME

### AGREEMENT - VOCATIONAL COSMETOLOGY EDUCATION SERVICES, SADDLEBACK COLLEGE

This AGREEMENT is made effective as of July 1, 2014 (the "Effective Date"), by and between the South Orange County Community College District, hereinafter called the "DISTRICT", and Advance Beauty College, 23565 Moulton Parkway, Suites A & B, Laguna Hills, CA 92653, (949) 951-8883, hereinafter called "CONTRACTOR", for Saddleback College (the "College") campus having its principal place of business at 28000 Marguerite Parkway, Mission Viejo, CA 92692.

WHEREAS, the DISTRICT intends to provide, for the benefit of selected, eligible students of the DISTRICT, a vocation education program under the State Plan for Vocational Education and the Federal Carl Perkins Vocational and Applied Technology Educational Act, through this AGREEMENT with the CONTRACTOR, in order to prepare such students for the vocation of COSMETOLOGY, it being understood that such program shall be so designed and conducted that it may lead to a California State License in COSMETOLOGY for such students; and,

WHEREAS, the CONTRACTOR operates as a private, post-secondary, vocational school offering instruction and training in COSMETOLOGY;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

### ARTICLE 1 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

- 1.1 <u>Standard of Care</u>. CONTRACTOR shall provide the Services herein using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this AGREEMENT, and all applicable laws, codes, rules, regulations or ordinances.
- 1.2 Article 5 Compliance. The CONTRACTOR shall comply with all provisions of Article 5 (commencing at Section 8090) of Division 1, Part 6, Education Code, State of California, applicable to said CONTRACTOR'S school to which the DISTRICT'S students are to be assigned, including, but not limited to, the holding by CONTRACTOR of this valid certificate of course approval and a license as a private, post-secondary vocational school for instruction and training in COSMETOLOGY; it being agreed that:
  - a. The CONTRACTOR shall submit to the DISTRICT evidence of compliance with this certificate and license requirement prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school; and
  - b. The CONTRACTOR shall continue to operate such a school during the term of this Contract.
- 1.3 <u>Accreditation.</u> The CONTRACTOR'S school shall either be currently accredited by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable

- portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations.
- 1.4 <u>State and Federal Compliance.</u> The CONTRACTOR shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statutes including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for instruction and training in COSMETOLOGY.
- 1.5 <u>Maintain School.</u> The CONTRACTOR shall provide operate and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance.
- 1.6 <u>Higher Education Act of 1965.</u> The CONTRACTOR shall comply with applicable provisions of the Higher Education Act of 1965, as amended.
  - a. Prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance.
  - b. The CONTRACTOR is responsible for notifying the DISTRICT when it loses Title IV eligibility. If the CONTRACTOR fails to notify the DISTRICT that it lost Title IV eligibility, the CONTRACTOR is liable for disbursements made to students.
- 1.7 <u>Title VI Compliance.</u> The CONTRACTOR shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964, and, prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance. "CONTRACTOR agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person." In addition, CONTRACTOR shall comply with Title 9 of the Higher Education Act of 1972, Presidential Executive Order 11246 and subsequent amendments, and all applicable State and Federal Health and Safety regulations.
- 1.8 <u>Vocational Education Plan.</u> The DISTRICT and the CONTRACTOR shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which COSMETOLOGY is a part.
- 1.9 **Records.** The CONTRACTOR shall maintain accurate records of attendance, grade reports, and progress for each student, and shall submit to the DISTRICT such information from such records as is requested by the authorized representative(s) of the DISTRICT;
  - a. it being understood that such submittals may be upon a regular schedule and/or upon special requests' and
  - b. it being further understood that there shall be no release of information from such records to any party other than such representative(s).

- c. CONTRACTOR shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the DISTRICT.
- 1.10 <u>Inspections</u>. The CONTRACTOR shall permit inspections by authorized representatives of the DISTRICT, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the CONTRACTOR'S school; it being understood that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, if required, audit school records; interview students and others; and/or evaluate physical plant, instructional aids equipment, and classes in session.
- 1.11 <u>Management Services</u>. CONTRACTOR's management services shall be provided by Linh Nguyen at (714) 514-4415. Changes to contact information for Linh Nguyen will be provided to Saddleback College's identified contact who will act as the single point of contact between CONTRACTOR and Saddleback College. If Linh Nguyen is replaced with another person, the name and contact information for this person will be provided within one week of this change.

### ARTICLE 2 SCOPE OF CONTRACTOR'S SERVICES

- 2.1 **Enrollment.** The DISTRICT may enroll a maximum number of students up to capacity, with no minimum, in the CONTRACTOR'S school;
  - a. it being understood that the DISTRICT does NOT guarantee any set number of its students will be enrolled in the CONTRACTOR'S school at any time.
  - b. The CONTRACTOR agrees to accept new students during each enrollment period established by the DISTRICT.
  - c. The DISTRICT does not receive any reimbursement/compensation should a student officially drop the course. While DISTRICT and CONTRACTOR will actively discourage all students from officially dropping these contracted courses, should a student officially drop from a course the DISTRICT will notify the CONTRACTOR and the CONTRACTOR may then seek reimbursement for the instructional hours only from the student at the private tuition rates set by the CONTRACTOR.
- 2.2 <u>Training Hours.</u> The CONTRACTOR shall provide for sixteen hundred (1,600) hours of approved COSMETOLOGY instruction and training for each DISTRICT student and shall provide staff, facilities, non-personal equipment, supervision and related services required for such instruction and training for each of the students of the DISTRICT authorized to attend the CONTRACTOR'S school located at 23565 Moulton Parkway, Suites A & B, Laguna Hills, CA 92653, as established elsewhere in this Contract; and it being further understood that the

actual number of hours of such instruction and training available to any such authorized student at the expense of the DISTRICT shall be limited by the period of time between the enrollment date of the student and the final termination date of this Contract and the limitations on hours of instruction and training as established elsewhere in this Contract.

- a. The sixteen-hundred (1,600) hours of approved instruction and training shall be in accordance with applicable requirements of appropriate California State Board(s) or licensing agencies having responsibility for admission to examination for a certificate of registration and/or a license in COSMETOLOGY.
- b. The sixteen hundred (1,600) hours of approved instruction and training shall be given in a proportionate manner over a period of less than four hundred twenty-five (425) school days within two (2) calendar years from date of enrollment. Instruction and training for an individual student shall be limited to eight (8) hours on any day for a minimum of twenty (20) hours and a maximum of forty (40) hours in any calendar week unless changes in hours are mutually agreed upon by the CONTRACTOR and the DISTRICT. No instruction and/or training shall be given on Sundays.
- c. The scope, content, and scheduling of the instruction and training to be provided under this Contract shall be subject to the prior written approval of the authorized representative of the DISTRICT, it being understood that the DISTRICT, acting through such representative, has the right to modify the scope, content, and/or scheduling of instruction and training, if, in the opinion of such representative, modification is necessary to achieve the vocational objective of the instruction and training.
- d. The sixteen hundred (1,600) hours of approved instruction and training shall be given under the direct supervision of California licensed COSMETOLOGY instructors holding valid California teaching credentials authorizing services in the area of COSMETOLOGY in vocational programs in a community college or possessing equivalent experience as established by the DISTRICT, and all DISTRICT students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors. As stated and required in the Administrative Code, Title V, Section 55630(e), all instructors employed by the private agency shall enter into an "AGREEMENT for Teaching Services" (see Attachment).
- e. Should it become necessary for one or more DISTRICT student(s) to transfer to the CONTRACTOR from schools and colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, vocational schools for COSMETOLOGY instruction and training, the CONTRACTOR agrees to accredit each of such students with one hour of credit for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.

- f. Any student of the DISTRICT who completes sixteen hundred (1,600) hours of training, and has not had the minimum instruction and training hours required for certification to take the examination for a certificate of registration and/or license because of deficiency in one or more areas of required expertise, shall receive from the CONTRACTOR such instruction, training, and preparation as may be necessary, forthwith, at no cost to either the student or the DISTRICT.
- g. Any student of the DISTRICT who completes the sixteen hundred (1,600) hours of approved instruction and training, and within thirty (30) days of such completion takes for the first time, and fails to pass, the California State Board of COSMETOLOGY's examination for licensure, shall be entitled to fifty (50) additional hours of instruction and training in the CONTRACTOR'S school at no expense to the DISTRICT or to such student, subject to the following conditions:
  - If such student fails to commence the additional instruction and training provided for herein within thirty (30) days of the date of notice of failure to pass said examination, such student shall lose the entitlement to said instruction and training; or,
  - ii. If such student, having commenced said instruction, fails to complete the fifty (50) hours within thirty (30) calendar days of the date of such commencement, said student shall lose the entitlement to the hours remaining in the initial fifty (50) hour entitlement.
- h. The CONTRACTOR shall participate in a program review and validation conducted by the DISTRICT and at the discretion of the DISTRICT. Said program review shall include, but is not limited to, a review of CONTRACTOR'S curriculum, units of instruction, methods of instruction, instructional supplies and materials, physical resources, recordkeeping process and practices, governance, and CONTRACTOR-DISTRICT relationship. In the event a program review is requested, CONTRACTOR shall be given at least 60 days written notice. CONTRACTOR shall complete a self-appraisal in the format supplied by DISTRICT and submit said self-appraisal to DISTRICT 30 days prior to a site visitation by DISTRICT representatives.
- 2.3 Material Costs. The CONTRACTOR shall provide, without additional charges to the DISTRICT or the DISTRICT'S students covered by the Contract, all necessary instructional materials and supplies as ordinarily supplied by the DISTRICT without cost to students in this or other vocational offerings of said DISTRICT; and may require students covered by this Contract to purchase such types and/or kinds of instructional materials as the DISTRICT ordinarily requires students in this or other vocational offerings of said DISTRICT to furnish without cost to said DISTRICT; it being agreed that each student covered by this Contract shall furnish his/her personal textbook(s) and personal tools, supplies, and/or equipment; and it being further agreed that such items and such materials as are required to be supplied by students shall be obtainable on the open market from two (2) or more commercial outlets within the boundaries

to the DISTRICT; it being understood that the CONTRACTOR may make available for voluntary purchase or rental by such students any of such personal items or materials.

### ARTICLE 3 ADDITIONAL CONTRACTOR SERVICES

This Contract may be amended and/or extended by mutual consent of the parties hereto, it being understood that any amendment shall not be effective until stated in written form and signed by the Parties hereto.

### ARTICLE 4 TERM

- 4.1 <u>Term.</u> The term of this AGREEMENT shall be the two (2) year period beginning on the Effective Date hereof and ending on June 30, 2016 with three (3) one (1) year options for renewal under the same terms and conditions ("Term") unless sooner terminated as provided herein. Either party may choose not to exercise a renewal option by providing the other party with sixty (60) days written notice prior to the start of the renewal period.
- 4.2 <u>Renewal.</u> Both parties understand that at the termination of five years from Effective Date the DISTRICT is required to send out a "Requests for Qualifications and Proposals". After five years, there is no possibility for automatic renewal. The DISTRICT will send out the "Requests for Qualifications and Proposals" to interested parties at least thirty days prior to the expiration of the Term.
- 4.3 <u>Rate Review.</u> Parties will review the hourly rate identified in the compensation and tuition portion of this agreement annually. Any modification must be identified as a contract amendment.

### ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1 <u>Worker's Compensation.</u> The CONTRACTOR shall obtain and maintain, at the expense of the CONTRACTOR, all workmen's compensation insurance required by law for employees involved in the operation of this program, including coverage for any student performing services or utilizing products that represent actual or potential income for the CONTRACTOR.
- Indemnity and Liability Insurance. The CONTRACTOR shall indemnify and hold harmless the DISTRICT and its Board of Trustees, the Board of Governors of the California Community Colleges, and the State of California, and their respective officers, agents and employees of each such entity against any and all claims and liabilities for death or injury to any person and/or loss, and/or damage to any property arising out of, or in any manner connected with the making of and/or performance of this Contract by CONTRACTOR.

- a. In satisfaction of this requirement, the CONTRACTOR, in order to protect said entities, officers, agents, and employees, shall secure and maintain, at the CONTRACTOR'S expense, a policy of public liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for personal injury or death, and not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage.
  - i. Said policy shall be obtained from a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California.
  - ii. Said policy shall expressly name such entities, officers, agents, and employees as additional insured.
  - iii. Said policy shall provide that the DISTRICT shall be given not less than ten (10) days written notice of any cancellation or modification of policy coverage.
  - iv. A copy of said policy shall be furnished to the DISTRICT prior to the assignment of any DISTRICT students to the CONTRACTOR; and said copy shall be kept up to date by the CONTRACTOR.
  - v. In satisfaction of this requirement, the CONTRACTOR shall, upon request of any such entities, officers, agents, and/or employees, come in and defend said entities and/or individuals against any claims or legal action arising out of, or in any manner connected with, the making of and/or performance of this Contract by CONTRACTOR.

### ARTICLE 6 COMPENSATION AND TUITION

- 6.1 <u>Compensation.</u> The DISTRICT shall pay to the CONTRACTOR **\$4.50** for each hour of approved attendance by authorized students of the DISTRICT covered by this Contract, pursuant to the terms and conditions noted hereinafter.
  - a. DISTRICT payments shall be made monthly, and shall be based upon a certification of the hours of such attendance during the previous calendar month at the CONTRACTOR'S place of instruction and training; it being agreed that each certification shall be on forms supplied by the DISTRICT, and shall be based upon daily records maintained by the CONTRACTOR, and subject to review and/or audit by an authorized representative of the DISTRICT.
  - b. The CONTRACTOR shall not be reimbursed for more than a total of sixteen hundred (1,600) hours of instruction and training for any one student.
  - c. In the event a DISTRICT student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is suspended from the program, the DISTRICT shall be responsible to the CONTRACTOR for payment for only the actual hours of authorized attendance of such student prior to the withdrawal.

- d. In the event that the DISTRICT determines that the total direct and indirect cost to provide the same sixteen hundred (1,600) hour program of instruction and training, or a recognized portion thereof, in an operating school of the DISTRICT, or the tuition the CONTRACTOR charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the CONTRACTOR agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.
- 6.2 <u>Tuition.</u> Except as noted in this Contract, the CONTRACTOR shall not charge students receiving instruction and training under this Contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this Contract.

### ARTICLE 7 NOT USED

### ARTICLE 8 TERMINATION

8.1 It is agreed that either Party to this Contract may terminate the Contract at the end of any enrollment term by giving sixty (60) calendar days prior written notice to the other Party; it is also agreed that at the time of termination of this Contract neither party shall have any obligation to the other Party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination.

### ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1 **Work to Continue.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this AGREEMENT, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue to diligently perform and provide services hereunder until completion or termination of the AGREEMENT. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2 <u>Mediation Requirements</u>. All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.

- 9.3 <u>Arbitration.</u> If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
  - a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
  - b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
  - c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
  - d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
  - e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
  - f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

### ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1 <u>District Provided Information</u>. The DISTRICT shall provide to the CONTRACTOR information regarding requirements for the Services.
- 10.2 <u>District Representative</u>. Saddleback College shall appoint a representative authorized to act on the DISTRICT's behalf. The DISTRICT or its authorized representative shall render decisions in a

timely manner pertaining to requests submitted by the CONTRACTOR. Unless modified by written notice by the DISTRICT to the CONTRACTOR, the DISTRICT Representative is:

## Anthony Teng, Acting Dean, BS/Economic Workforce Development & ATAS

- 10.3 <u>Notification.</u> The DISTRICT shall give prompt written notice to the CONTRACTOR if the DISTRICT becomes aware of any fault or defect in the services. However, the DISTRICT's failure or omission to do so shall not relieve the CONTRACTOR of his/her responsibilities hereunder.
- 10.4 <u>Administrative Functions.</u> The DISTRICT shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion;
  - a. it being understood that during such times as any DISTRICT student is in attendance in the CONTRACTOR'S school, such student will be subject to the CONTRACTOR'S rules and regulations relating to conduct, health, and safety; and operating procedures;
  - b. it being understood that disciplinary action leading to suspension or dismissal of a DISTRICT student shall be taken only by the DISTRICT after consultation with the CONTRACTOR.
  - c. The DISTRICT and the CONTRACTOR will ensure that ancillary and support services are provided for the students (e.g., counseling and guidance, placement assistance). These services will be provided by the DISTRICT and CONTRACTOR will ensure that students are aware of their availability.
- 10.5 <u>Financially Committed</u>. The DISTRICT shall be financially committed to the COSMETOLOGY program only for the amount of monies adopted by the South Orange County Community College District Board of Trustees for this program during the **2014-2015 and 2015-2016** fiscal years. In the event that monies in either fiscal year are exhausted, the CONTRACTOR'S school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the DISTRICT or the student.

## ARTICLE 11 MISCELLANEOUS

- 11.1 <u>Affirmative Action</u>. CONTRACTOR agrees that CONTRACTOR will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2 <u>Compliance with Applicable Laws</u>. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to

- CONTRACTOR and CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services
- 11.3 <u>CONTRACTOR Accounting Records</u>. Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONTRACTOR, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, CONTRACTOR shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4 <u>Cumulative Rights; Non Waiver</u>. Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.5 **Employment with Public Agency**. No member, officer or employee of the DISTIRCT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.6 <u>Full Force of Remaining Contract</u>. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 11.7 <u>Governing Law</u>. This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.8 Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including

- unemployment insurance, social security and income taxes for the respective CONTRACTOR's employees.
- 11.9 <u>Marginal Headings; Captions.</u> The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONTRACTOR and DISTRICT hereunder.
- 11.10 Non-Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONTRACTOR. The sale or transfer of a majority membership interest in CONTRACTOR firm or the admission of new member to the CONTRACTOR firm which causes there to be a change in majority ownership and / or control of CONTRACTOR firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.
- 11.11 <u>Permits/Licenses</u>. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12 <u>Notifications</u>. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.13 **Communications** between the parties shall be sent to the following addresses:

DISTRICT
Anthony Teng
Saddleback College
28000 Marguerite Parkway
Mission Viejo, CA 92692

CONTRACTOR
Linh Nguyen
Advance Beauty College
23565 Moulton Parkway, Suites A & B
Laguna Hills, CA 92653

**COPY** 

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

- 11.14 **Severability.** If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herein, but all remaining provisions will remain and continue in full force and effect.
- 11.15 <u>Entire AGREEMENT / Amendment</u>. This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CONTRACTOR and supersede all prior negotiations, representations or AGREEMENTs, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an AGREEMENT in writing signed by both the DISTRICT and the CONTRACTOR.
- 11.16 <u>Binding AGREEMENT</u>. This Contract shall be valid and effective upon the approval of the Office of the Chancellor of the California Community Colleges. The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

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

DISTRICT South Orange County Community College District	CONTRACTOR Advance Beauty College
Dr. Debra L. Fitzsimons	Linh Nguyen
Vice Chancellor, Business Services	Vice President
(Date)	(Date)
	(Taxpayer number)

# AGREEMENT - VOCATIONAL COSMETICIAN (ESTHETICIAN) EDUCATION SERVICES, SADDLEBACK COLLEGE

This AGREEMENT is made effective as of July 1, 2014 (the "Effective Date"), by and between the South Orange County Community College District, hereinafter called the "DISTRICT", and Advance Beauty College, 23565 Moulton Parkway, Suites A & B, Laguna Hills, CA 92653, (949) 951-8883, hereinafter called "CONTRACTOR", for Saddleback College (the "College") campus having its principal place of business at 28000 Marguerite Parkway, Mission Viejo, CA 92692.

WHEREAS, the DISTRICT intends to provide, for the benefit of selected, eligible students of the DISTRICT, a vocation education program under the State Plan for Vocational Education and the Federal Carl Perkins Vocational and Applied Technology Educational Act, through this AGREEMENT with the CONTRACTOR, in order to prepare such students for the vocation of COSMETICIAN (ESTHETICIAN), it being understood that such program shall be so designed and conducted that it may lead to a California State License in COSMETICIAN (ESTHETICIAN) for such students; and,

WHEREAS, the CONTRACTOR operates as a private, post-secondary, vocational school offering instruction and training in COSMETICIAN (ESTHETICIAN);

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

#### ARTICLE 1 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

- 1.1 <u>Standard of Care</u>. CONTRACTOR shall provide the Services herein using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this AGREEMENT, and all applicable laws, codes, rules, regulations or ordinances.
- 1.2 Article 5 Compliance. The CONTRACTOR shall comply with all provisions of Article 5 (commencing at Section 8090) of Division 1, Part 6, Education Code, State of California, applicable to said CONTRACTOR'S school to which the DISTRICT'S students are to be assigned, including, but not limited to, the holding by CONTRACTOR of this valid certificate of course approval and a license as a private, post-secondary vocational school for COSMETICIAN (ESTHETICIAN) instruction and training; it being agreed that:
  - a. The CONTRACTOR shall submit to the DISTRICT evidence of compliance with this certificate and license requirement prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school; and
  - b. The CONTRACTOR shall continue to operate such a school during the term of this Contract.
- 1.3 <u>Accreditation.</u> The CONTRACTOR'S school shall either be currently accredited by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable

- portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations.
- 1.4 <u>State and Federal Compliance.</u> The CONTRACTOR shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statutes including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for COSMETICIAN (ESTHETICIAN) instruction and training.
- 1.5 <u>Maintain School.</u> The CONTRACTOR shall provide operate and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance.
- 1.6 <u>Higher Education Act of 1965.</u> The CONTRACTOR shall comply with applicable provisions of the Higher Education Act of 1965, as amended.
  - a. Prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance.
  - b. The CONTRACTOR is responsible for notifying the DISTRICT when it loses Title IV eligibility. If the CONTRACTOR fails to notify the DISTRICT that it lost Title IV eligibility, the CONTRACTOR is liable for disbursements made to students.
- 1.7 <u>Title VI Compliance.</u> The CONTRACTOR shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964, and, prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance. "CONTRACTOR agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person." In addition, CONTRACTOR shall comply with Title 9 of the Higher Education Act of 1972, Presidential Executive Order 11246 and subsequent amendments, and all applicable State and Federal Health and Safety regulations.
- 1.8 <u>Vocational Education Plan.</u> The DISTRICT and the CONTRACTOR shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which COSMETICIAN (ESTHETICIAN) is a part.
- 1.9 **Records.** The CONTRACTOR shall maintain accurate records of attendance, grade reports, and progress for each student, and shall submit to the DISTRICT such information from such records as is requested by the authorized representative(s) of the DISTRICT;
  - a. it being understood that such submittals may be upon a regular schedule and/or upon special requests' and
  - b. it being further understood that there shall be no release of information from such records to any party other than such representative(s).

- c. CONTRACTOR shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the DISTRICT.
- 1.10 <u>Inspections</u>. The CONTRACTOR shall permit inspections by authorized representatives of the DISTRICT, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the CONTRACTOR'S school; it being understood that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, if required, audit school records; interview students and others; and/or evaluate physical plant, instructional aids equipment, and classes in session.
- 1.11 <u>Management Services</u>. CONTRACTOR's management services shall be provided by Linh Nguyen at (714) 514-4415. Changes to contact information for Linh Nguyen will be provided to Saddleback College's identified contact who will act as the single point of contact between CONTRACTOR and Saddleback College. If Linh Nguyen is replaced with another person, the name and contact information for this person will be provided within one week of this change.

#### ARTICLE 2 SCOPE OF CONTRACTOR'S SERVICES

- 2.1 **Enrollment.** The DISTRICT may enroll a maximum number of students up to capacity, with no minimum, in the CONTRACTOR'S school;
  - a. it being understood that the DISTRICT does NOT guarantee any set number of its students will be enrolled in the CONTRACTOR'S school at any time.
  - b. The CONTRACTOR agrees to accept new students during each enrollment period established by the DISTRICT.
  - c. The DISTRICT does not receive any reimbursement/compensation should a student officially drop the course. While DISTRICT and CONTRACTOR will actively discourage all students from officially dropping these contracted courses, should a student officially drop from a course the DISTRICT will notify the CONTRACTOR and the CONTRACTOR may then seek reimbursement for the instructional hours only from the student at the private tuition rates set by the CONTRACTOR.
- 2.2 <u>Training Hours.</u> The CONTRACTOR shall provide for six hundred (600) hours of approved COSMETICIAN (ESTHETICIAN) instruction and training for each DISTRICT student and shall provide staff, facilities, non-personal equipment, supervision and related services required for such instruction and training for each of the students of the DISTRICT authorized to attend the CONTRACTOR'S school located at 23565 Moulton Parkway, Suites A & B, Laguna Hills, CA 92653, as established elsewhere in this Contract; and it being further understood that the

actual number of hours of such instruction and training available to any such authorized student at the expense of the DISTRICT shall be limited by the period of time between the enrollment date of the student and the final termination date of this Contract and the limitations on hours of instruction and training as established elsewhere in this Contract.

- a. The six hundred (600) hours of approved instruction and training shall be in accordance with applicable requirements of appropriate California State Board(s) or licensing agencies having responsibility for admission to examination for a certificate of registration and/or a license as COSMETICIAN (ESTHETICIAN).
- b. The six hundred (600) hours of approved instruction and training shall be given in a proportionate manner over a period of less than two hundred (200) school days within two (2) calendar years from date of enrollment. Instruction and training for an individual student shall be limited to eight (8) hours on any day for a minimum of twenty (20) hours and a maximum of forty (40) hours in any calendar week unless changes in hours are mutually agreed upon by the CONTRACTOR and the DISTRICT. No instruction and/or training shall be given on Sundays.
- c. The scope, content, and scheduling of the instruction and training to be provided under this Contract shall be subject to the prior written approval of the authorized representative of the DISTRICT, it being understood that the DISTRICT, acting through such representative, has the right to modify the scope, content, and/or scheduling of instruction and training, if, in the opinion of such representative, modification is necessary to achieve the vocational objective of the instruction and training.
- d. The six hundred (600) hours of approved instruction and training shall be given under the direct supervision of California licensed COSMETICIAN (ESTHETICIAN) instructors holding valid California teaching credentials authorizing services in the area of COSMETICIAN (ESTHETICIAN) in vocational programs in a community college or possessing equivalent experience as established by the DISTRICT, and all DISTRICT students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors. As stated and required in the Administrative Code, Title V, Section 55630(e), all instructors employed by the private agency shall enter into an "AGREEMENT for Teaching Services" (see Attachment).
- e. Should it become necessary for one or more DISTRICT student(s) to transfer to the CONTRACTOR from schools and colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, vocational schools for COSMETICIAN (ESTHETICIAN) instruction and training, the CONTRACTOR agrees to accredit each of such students with one hour of credit for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.

- f. Any student of the DISTRICT who completes six hundred (600) hours of training, and has not had the minimum instruction and training hours required for certification to take the examination for a certificate of registration and/or license because of deficiency in one or more areas of required expertise, shall receive from the CONTRACTOR such instruction, training, and preparation as may be necessary, forthwith, at no cost to either the student or the DISTRICT.
- g. Any student of the DISTRICT who completes the six hundred (600) hours of approved instruction and training, and within thirty (30) days of such completion takes for the first time, and fails to pass, the California State Board of COSMETICIAN (ESTHETICIAN)'s examination for licensure, shall be entitled to fifty (50) additional hours of instruction and training in the CONTRACTOR'S school at no expense to the DISTRICT or to such student, subject to the following conditions:
  - If such student fails to commence the additional instruction and training provided for herein within thirty (30) days of the date of notice of failure to pass said examination, such student shall lose the entitlement to said instruction and training; or,
  - ii. If such student, having commenced said instruction, fails to complete the fifty (50) hours within thirty (30) calendar days of the date of such commencement, said student shall lose the entitlement to the hours remaining in the initial fifty (50) hour entitlement.
- h. The CONTRACTOR shall participate in a program review and validation conducted by the DISTRICT and at the discretion of the DISTRICT. Said program review shall include, but is not limited to, a review of CONTRACTOR'S curriculum, units of instruction, methods of instruction, instructional supplies and materials, physical resources, recordkeeping process and practices, governance, and CONTRACTOR-DISTRICT relationship. In the event a program review is requested, CONTRACTOR shall be given at least 60 days written notice. CONTRACTOR shall complete a self-appraisal in the format supplied by DISTRICT and submit said self-appraisal to DISTRICT 30 days prior to a site visitation by DISTRICT representatives.
- 2.3 Material Costs. The CONTRACTOR shall provide, without additional charges to the DISTRICT or the DISTRICT'S students covered by the Contract, all necessary instructional materials and supplies as ordinarily supplied by the DISTRICT without cost to students in this or other vocational offerings of said DISTRICT; and may require students covered by this Contract to purchase such types and/or kinds of instructional materials as the DISTRICT ordinarily requires students in this or other vocational offerings of said DISTRICT to furnish without cost to said DISTRICT; it being agreed that each student covered by this Contract shall furnish his/her personal textbook(s) and personal tools, supplies, and/or equipment; and it being further agreed that such items and such materials as are required to be supplied by students shall be obtainable on the open market from two (2) or more commercial outlets within the boundaries

to the DISTRICT; it being understood that the CONTRACTOR may make available for voluntary purchase or rental by such students any of such personal items or materials.

#### ARTICLE 3 ADDITIONAL CONTRACTOR SERVICES

This Contract may be amended and/or extended by mutual consent of the parties hereto, it being understood that any amendment shall not be effective until stated in written form and signed by the Parties hereto.

### ARTICLE 4 TERM

- 4.1 <u>Term.</u> The term of this AGREEMENT shall be the two (2) year period beginning on the Effective Date hereof and ending on June 30, 2016 with three (3) one (1) year options for renewal under the same terms and conditions ("Term") unless sooner terminated as provided herein. Either party may choose not to exercise a renewal option by providing the other party with sixty (60) days written notice prior to the start of the renewal period.
- 4.2 **Renewal.** Both parties understand that at the termination of five years from Effective Date the DISTRICT is required to send out a "Requests for Qualifications and Proposals". After five years, there is no possibility for automatic renewal. The DISTRICT will send out the "Requests for Qualifications and Proposals" to interested parties at least thirty days prior to the expiration of the Term.
- 4.3 <u>Rate Review.</u> Parties will review the hourly rate identified in the compensation and tuition portion of this agreement annually. Any modification must be identified as a contract amendment.

## ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1 <u>Worker's Compensation.</u> The CONTRACTOR shall obtain and maintain, at the expense of the CONTRACTOR, all workmen's compensation insurance required by law for employees involved in the operation of this program, including coverage for any student performing services or utilizing products that represent actual or potential income for the CONTRACTOR.
- Indemnity and Liability Insurance. The CONTRACTOR shall indemnify and hold harmless the DISTRICT and its Board of Trustees, the Board of Governors of the California Community Colleges, and the State of California, and their respective officers, agents and employees of each such entity against any and all claims and liabilities for death or injury to any person and/or loss, and/or damage to any property arising out of, or in any manner connected with the making of and/or performance of this Contract by CONTRACTOR.

- a. In satisfaction of this requirement, the CONTRACTOR, in order to protect said entities, officers, agents, and employees, shall secure and maintain, at the CONTRACTOR'S expense, a policy of public liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for personal injury or death, and not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage.
  - i. Said policy shall be obtained from a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California.
  - ii. Said policy shall expressly name such entities, officers, agents, and employees as additional insured.
  - iii. Said policy shall provide that the DISTRICT shall be given not less than ten (10) days written notice of any cancellation or modification of policy coverage.
  - iv. A copy of said policy shall be furnished to the DISTRICT prior to the assignment of any DISTRICT students to the CONTRACTOR; and said copy shall be kept up to date by the CONTRACTOR.
  - v. In satisfaction of this requirement, the CONTRACTOR shall, upon request of any such entities, officers, agents, and/or employees, come in and defend said entities and/or individuals against any claims or legal action arising out of, or in any manner connected with, the making of and/or performance of this Contract by CONTRACTOR.

## ARTICLE 6 COMPENSATION AND TUITION

- 6.1 <u>Compensation.</u> The DISTRICT shall pay to the CONTRACTOR **\$4.50** for each hour of approved attendance by authorized students of the DISTRICT covered by this Contract, pursuant to the terms and conditions noted hereinafter.
  - a. DISTRICT payments shall be made monthly, and shall be based upon a certification of the hours of such attendance during the previous calendar month at the CONTRACTOR'S place of instruction and training; it being agreed that each certification shall be on forms supplied by the DISTRICT, and shall be based upon daily records maintained by the CONTRACTOR, and subject to review and/or audit by an authorized representative of the DISTRICT.
  - b. The CONTRACTOR shall not be reimbursed for more than a total of six hundred (600) hours of instruction and training for any one student.
  - c. In the event a DISTRICT student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is suspended from the program, the DISTRICT shall be responsible to the CONTRACTOR for payment for only the actual hours of authorized attendance of such student prior to the withdrawal.

- d. In the event that the DISTRICT determines that the total direct and indirect cost to provide the same six hundred (600) hour program of instruction and training, or a recognized portion thereof, in an operating school of the DISTRICT, or the tuition the CONTRACTOR charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the CONTRACTOR agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.
- 6.2 <u>Tuition.</u> Except as noted in this Contract, the CONTRACTOR shall not charge students receiving instruction and training under this Contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this Contract.

## ARTICLE 7 NOT USED

#### ARTICLE 8 TERMINATION

8.1 It is agreed that either Party to this Contract may terminate the Contract at the end of any enrollment term by giving sixty (60) calendar days prior written notice to the other Party; it is also agreed that at the time of termination of this Contract neither party shall have any obligation to the other Party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination.

## ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1 **Work to Continue.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this AGREEMENT, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue to diligently perform and provide services hereunder until completion or termination of the AGREEMENT. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2 <u>Mediation Requirements</u>. All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.

- 9.3 <u>Arbitration.</u> If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
  - a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
  - b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
  - c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
  - d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
  - e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
  - f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

## ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1 <u>District Provided Information</u>. The DISTRICT shall provide to the CONTRACTOR information regarding requirements for the Services.
- 10.2 <u>District Representative</u>. Saddleback College shall appoint a representative authorized to act on the DISTRICT's behalf. The DISTRICT or its authorized representative shall render decisions in a

timely manner pertaining to requests submitted by the CONTRACTOR. Unless modified by written notice by the DISTRICT to the CONTRACTOR, the DISTRICT Representative is:

## Anthony Teng, Acting Dean, BS/Economic Workforce Development & ATAS

- 10.3 <u>Notification.</u> The DISTRICT shall give prompt written notice to the CONTRACTOR if the DISTRICT becomes aware of any fault or defect in the services. However, the DISTRICT's failure or omission to do so shall not relieve the CONTRACTOR of his/her responsibilities hereunder.
- 10.4 <u>Administrative Functions.</u> The DISTRICT shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion;
  - a. it being understood that during such times as any DISTRICT student is in attendance in the CONTRACTOR'S school, such student will be subject to the CONTRACTOR'S rules and regulations relating to conduct, health, and safety; and operating procedures;
  - b. it being understood that disciplinary action leading to suspension or dismissal of a DISTRICT student shall be taken only by the DISTRICT after consultation with the CONTRACTOR.
  - c. The DISTRICT and the CONTRACTOR will ensure that ancillary and support services are provided for the students (e.g., counseling and guidance, placement assistance). These services will be provided by the DISTRICT and CONTRACTOR will ensure that students are aware of their availability.
- 10.5 <u>Financially Committed</u>. The DISTRICT shall be financially committed to the COSMETICIAN (ESTHETICIAN) program only for the amount of monies adopted by the South Orange County Community College District Board of Trustees for this program during the **2014-2015 and 2015-2016** fiscal years. In the event that monies in either fiscal year are exhausted, the CONTRACTOR'S school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the DISTRICT or the student.

## ARTICLE 11 MISCELLANEOUS

- 11.1 <u>Affirmative Action</u>. CONTRACTOR agrees that CONTRACTOR will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2 <u>Compliance with Applicable Laws</u>. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to

- CONTRACTOR and CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services
- 11.3 <u>CONTRACTOR Accounting Records</u>. Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONTRACTOR, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, CONTRACTOR shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4 <u>Cumulative Rights; Non Waiver</u>. Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.5 **Employment with Public Agency**. No member, officer or employee of the DISTIRCT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.6 <u>Full Force of Remaining Contract</u>. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 11.7 <u>Governing Law</u>. This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.8 Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including

- unemployment insurance, social security and income taxes for the respective CONTRACTOR's employees.
- 11.9 <u>Marginal Headings; Captions.</u> The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONTRACTOR and DISTRICT hereunder.
- 11.10 Non-Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONTRACTOR. The sale or transfer of a majority membership interest in CONTRACTOR firm or the admission of new member to the CONTRACTOR firm which causes there to be a change in majority ownership and / or control of CONTRACTOR firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.
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CONTRACTOR
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COPY

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

- 11.14 <u>Severability.</u> If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herein, but all remaining provisions will remain and continue in full force and effect.
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- 11.16 <u>Binding AGREEMENT</u>. This Contract shall be valid and effective upon the approval of the Office of the Chancellor of the California Community Colleges. The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

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

South Orange County Community College District	Advance Beauty College
Dr. Debra L. Fitzsimons Vice Chancellor, Business Services	Linh Nguyen Vice President
(Date)	(Date)
	(Taxpayer number)

## AGREEMENT - VOCATIONAL COSMETOLOGY EDUCATION SERVICES, SADDLEBACK COLLEGE

This AGREEMENT is made effective as of July 1, 2014 (the "Effective Date"), by and between the South Orange County Community College District, hereinafter called the "DISTRICT", and New America Beauty Education Corp., DBA Hair California Beauty Academy, 1110 N. Tustin Street, Orange, CA 92867, (714) 633-7170, hereinafter called "CONTRACTOR", for Saddleback College (the "College") campus having its principal place of business at 28000 Marguerite Parkway, Mission Viejo, CA 92692.

WHEREAS, the DISTRICT intends to provide, for the benefit of selected, eligible students of the DISTRICT, a vocation education program under the State Plan for Vocational Education and the Federal Carl Perkins Vocational and Applied Technology Educational Act, through this AGREEMENT with the CONTRACTOR, in order to prepare such students for the vocation of COSMETOLOGY, it being understood that such program shall be so designed and conducted that it may lead to a California State License in COSMETOLOGY for such students; and,

WHEREAS, the CONTRACTOR operates as a private, post-secondary, vocational school offering instruction and training in COSMETOLOGY;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

#### ARTICLE 1 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

- 1.1 <u>Standard of Care</u>. CONTRACTOR shall provide the Services herein using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this AGREEMENT, and all applicable laws, codes, rules, regulations or ordinances.
- 1.2 Article 5 Compliance. The CONTRACTOR shall comply with all provisions of Article 5 (commencing at Section 8090) of Division 1, Part 6, Education Code, State of California, applicable to said CONTRACTOR'S school to which the DISTRICT'S students are to be assigned, including, but not limited to, the holding by CONTRACTOR of this valid certificate of course approval and a license as a private, post-secondary vocational school for instruction and training in COSMETOLOGY; it being agreed that:
  - a. The CONTRACTOR shall submit to the DISTRICT evidence of compliance with this certificate and license requirement prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school; and
  - b. The CONTRACTOR shall continue to operate such a school during the term of this Contract.
- 1.3 <u>Accreditation.</u> The CONTRACTOR'S school shall either be currently accredited by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable

- portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations.
- 1.4 <u>State and Federal Compliance.</u> The CONTRACTOR shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statutes including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for instruction and training in COSMETOLOGY.
- 1.5 <u>Maintain School.</u> The CONTRACTOR shall provide operate and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance.
- 1.6 <u>Higher Education Act of 1965.</u> The CONTRACTOR shall comply with applicable provisions of the Higher Education Act of 1965, as amended.
  - a. Prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance.
  - b. The CONTRACTOR is responsible for notifying the DISTRICT when it loses Title IV eligibility. If the CONTRACTOR fails to notify the DISTRICT that it lost Title IV eligibility, the CONTRACTOR is liable for disbursements made to students.
- 1.7 <u>Title VI Compliance.</u> The CONTRACTOR shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964, and, prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance. "CONTRACTOR agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person." In addition, CONTRACTOR shall comply with Title 9 of the Higher Education Act of 1972, Presidential Executive Order 11246 and subsequent amendments, and all applicable State and Federal Health and Safety regulations.
- 1.8 <u>Vocational Education Plan.</u> The DISTRICT and the CONTRACTOR shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which COSMETOLOGY is a part.
- 1.9 **Records.** The CONTRACTOR shall maintain accurate records of attendance, grade reports, and progress for each student, and shall submit to the DISTRICT such information from such records as is requested by the authorized representative(s) of the DISTRICT;
  - a. it being understood that such submittals may be upon a regular schedule and/or upon special requests' and
  - b. it being further understood that there shall be no release of information from such records to any party other than such representative(s).

- c. CONTRACTOR shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the DISTRICT.
- 1.10 <u>Inspections</u>. The CONTRACTOR shall permit inspections by authorized representatives of the DISTRICT, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the CONTRACTOR'S school; it being understood that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, if required, audit school records; interview students and others; and/or evaluate physical plant, instructional aids equipment, and classes in session.
- 1.11 <u>Management Services</u>. CONTRACTOR's management services shall be provided by Henry Dang at (714) 633-7170. Changes to contact information for Henry Dang will be provided to Saddleback College's identified contact who will act as the single point of contact between CONTRACTOR and Saddleback College. If Henry Dang is replaced with another person, the name and contact information for this person will be provided within one week of this change.

#### ARTICLE 2 SCOPE OF CONTRACTOR'S SERVICES

- 2.1 **Enrollment.** The DISTRICT may enroll a maximum number of students up to capacity, with no minimum, in the CONTRACTOR'S school;
  - a. it being understood that the DISTRICT does NOT guarantee any set number of its students will be enrolled in the CONTRACTOR'S school at any time.
  - b. The CONTRACTOR agrees to accept new students during each enrollment period established by the DISTRICT.
  - c. The DISTRICT does not receive any reimbursement/compensation should a student officially drop the course. While DISTRICT and CONTRACTOR will actively discourage all students from officially dropping these contracted courses, should a student officially drop from a course the DISTRICT will notify the CONTRACTOR and the CONTRACTOR may then seek reimbursement for the instructional hours only from the student at the private tuition rates set by the CONTRACTOR.
- 2.2 <u>Training Hours.</u> The CONTRACTOR shall provide for sixteen hundred (1,600) hours of approved COSMETOLOGY instruction and training for each DISTRICT student and shall provide staff, facilities, non-personal equipment, supervision and related services required for such instruction and training for each of the students of the DISTRICT authorized to attend the CONTRACTOR'S school located at 1110 N. Tustin Street, Orange, CA 92867, as established elsewhere in this Contract; and it being further understood that the actual number of hours of

such instruction and training available to any such authorized student at the expense of the DISTRICT shall be limited by the period of time between the enrollment date of the student and the final termination date of this Contract and the limitations on hours of instruction and training as established elsewhere in this Contract.

- a. The sixteen-hundred (1,600) hours of approved instruction and training shall be in accordance with applicable requirements of appropriate California State Board(s) or licensing agencies having responsibility for admission to examination for a certificate of registration and/or a license in COSMETOLOGY.
- b. The sixteen hundred (1,600) hours of approved instruction and training shall be given in a proportionate manner over a period of less than four hundred twenty-five (425) school days within two (2) calendar years from date of enrollment. Instruction and training for an individual student shall be limited to eight (8) hours on any day for a minimum of twenty (20) hours and a maximum of forty (40) hours in any calendar week unless changes in hours are mutually agreed upon by the CONTRACTOR and the DISTRICT. No instruction and/or training shall be given on Sundays.
- c. The scope, content, and scheduling of the instruction and training to be provided under this Contract shall be subject to the prior written approval of the authorized representative of the DISTRICT, it being understood that the DISTRICT, acting through such representative, has the right to modify the scope, content, and/or scheduling of instruction and training, if, in the opinion of such representative, modification is necessary to achieve the vocational objective of the instruction and training.
- d. The sixteen hundred (1,600) hours of approved instruction and training shall be given under the direct supervision of California licensed COSMETOLOGY instructors holding valid California teaching credentials authorizing services in the area of COSMETOLOGY in vocational programs in a community college or possessing equivalent experience as established by the DISTRICT, and all DISTRICT students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors. As stated and required in the Administrative Code, Title V, Section 55630(e), all instructors employed by the private agency shall enter into an "AGREEMENT for Teaching Services" (see Attachment).
- e. Should it become necessary for one or more DISTRICT student(s) to transfer to the CONTRACTOR from schools and colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, vocational schools for COSMETOLOGY instruction and training, the CONTRACTOR agrees to accredit each of such students with one hour of credit for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.

- f. Any student of the DISTRICT who completes sixteen hundred (1,600) hours of training, and has not had the minimum instruction and training hours required for certification to take the examination for a certificate of registration and/or license because of deficiency in one or more areas of required expertise, shall receive from the CONTRACTOR such instruction, training, and preparation as may be necessary, forthwith, at no cost to either the student or the DISTRICT.
- g. Any student of the DISTRICT who completes the sixteen hundred (1,600) hours of approved instruction and training, and within thirty (30) days of such completion takes for the first time, and fails to pass, the California State Board of COSMETOLOGY's examination for licensure, shall be entitled to fifty (50) additional hours of instruction and training in the CONTRACTOR'S school at no expense to the DISTRICT or to such student, subject to the following conditions:
  - If such student fails to commence the additional instruction and training provided for herein within thirty (30) days of the date of notice of failure to pass said examination, such student shall lose the entitlement to said instruction and training; or,
  - ii. If such student, having commenced said instruction, fails to complete the fifty (50) hours within thirty (30) calendar days of the date of such commencement, said student shall lose the entitlement to the hours remaining in the initial fifty (50) hour entitlement.
- h. The CONTRACTOR shall participate in a program review and validation conducted by the DISTRICT and at the discretion of the DISTRICT. Said program review shall include, but is not limited to, a review of CONTRACTOR'S curriculum, units of instruction, methods of instruction, instructional supplies and materials, physical resources, recordkeeping process and practices, governance, and CONTRACTOR-DISTRICT relationship. In the event a program review is requested, CONTRACTOR shall be given at least 60 days written notice. CONTRACTOR shall complete a self-appraisal in the format supplied by DISTRICT and submit said self-appraisal to DISTRICT 30 days prior to a site visitation by DISTRICT representatives.
- 2.3 <u>Material Costs.</u> The CONTRACTOR shall provide, without additional charges to the DISTRICT or the DISTRICT'S students covered by the Contract, all necessary instructional materials and supplies as ordinarily supplied by the DISTRICT without cost to students in this or other vocational offerings of said DISTRICT; and may require students covered by this Contract to purchase such types and/or kinds of instructional materials as the DISTRICT ordinarily requires students in this or other vocational offerings of said DISTRICT to furnish without cost to said DISTRICT; it being agreed that each student covered by this Contract shall furnish his/her personal textbook(s) and personal tools, supplies, and/or equipment; and it being further agreed that such items and such materials as are required to be supplied by students shall be obtainable on the open market from two (2) or more commercial outlets within the boundaries

to the DISTRICT; it being understood that the CONTRACTOR may make available for voluntary purchase or rental by such students any of such personal items or materials.

#### ARTICLE 3 ADDITIONAL CONTRACTOR SERVICES

This Contract may be amended and/or extended by mutual consent of the parties hereto, it being understood that any amendment shall not be effective until stated in written form and signed by the Parties hereto.

#### ARTICLE 4 TERM

- 4.1 <u>Term.</u> The term of this AGREEMENT shall be the two (2) year period beginning on the Effective Date hereof and ending on June 30, 2016 with three (3) one (1) year options for renewal under the same terms and conditions ("Term") unless sooner terminated as provided herein. Either party may choose not to exercise a renewal option by providing the other party with sixty (60) days written notice prior to the start of the renewal period.
- 4.2 **Renewal.** Both parties understand that at the termination of five years from Effective Date the DISTRICT is required to send out a "Requests for Qualifications and Proposals". After five years, there is no possibility for automatic renewal. The DISTRICT will send out the "Requests for Qualifications and Proposals" to interested parties at least thirty days prior to the expiration of the Term.
- 4.3 <u>Rate Review.</u> Parties will review the hourly rate identified in the compensation and tuition portion of this agreement annually. Any modification must be identified as a contract amendment.

## ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1 <u>Worker's Compensation.</u> The CONTRACTOR shall obtain and maintain, at the expense of the CONTRACTOR, all workmen's compensation insurance required by law for employees involved in the operation of this program, including coverage for any student performing services or utilizing products that represent actual or potential income for the CONTRACTOR.
- Indemnity and Liability Insurance. The CONTRACTOR shall indemnify and hold harmless the DISTRICT and its Board of Trustees, the Board of Governors of the California Community Colleges, and the State of California, and their respective officers, agents and employees of each such entity against any and all claims and liabilities for death or injury to any person and/or loss, and/or damage to any property arising out of, or in any manner connected with the making of and/or performance of this Contract by CONTRACTOR.

- a. In satisfaction of this requirement, the CONTRACTOR, in order to protect said entities, officers, agents, and employees, shall secure and maintain, at the CONTRACTOR'S expense, a policy of public liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for personal injury or death, and not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage.
  - i. Said policy shall be obtained from a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California.
  - ii. Said policy shall expressly name such entities, officers, agents, and employees as additional insured.
  - iii. Said policy shall provide that the DISTRICT shall be given not less than ten (10) days written notice of any cancellation or modification of policy coverage.
  - iv. A copy of said policy shall be furnished to the DISTRICT prior to the assignment of any DISTRICT students to the CONTRACTOR; and said copy shall be kept up to date by the CONTRACTOR.
  - v. In satisfaction of this requirement, the CONTRACTOR shall, upon request of any such entities, officers, agents, and/or employees, come in and defend said entities and/or individuals against any claims or legal action arising out of, or in any manner connected with, the making of and/or performance of this Contract by CONTRACTOR.

## ARTICLE 6 COMPENSATION AND TUITION

- 6.1 <u>Compensation.</u> The DISTRICT shall pay to the CONTRACTOR **\$4.50** for each hour of approved attendance by authorized students of the DISTRICT covered by this Contract, pursuant to the terms and conditions noted hereinafter.
  - a. DISTRICT payments shall be made monthly, and shall be based upon a certification of the hours of such attendance during the previous calendar month at the CONTRACTOR'S place of instruction and training; it being agreed that each certification shall be on forms supplied by the DISTRICT, and shall be based upon daily records maintained by the CONTRACTOR, and subject to review and/or audit by an authorized representative of the DISTRICT.
  - b. The CONTRACTOR shall not be reimbursed for more than a total of sixteen hundred (1,600) hours of instruction and training for any one student.
  - c. In the event a DISTRICT student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is suspended from the program, the DISTRICT shall be responsible to the CONTRACTOR for payment for only the actual hours of authorized attendance of such student prior to the withdrawal.

- d. In the event that the DISTRICT determines that the total direct and indirect cost to provide the same sixteen hundred (1,600) hour program of instruction and training, or a recognized portion thereof, in an operating school of the DISTRICT, or the tuition the CONTRACTOR charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the CONTRACTOR agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.
- 6.2 <u>Tuition.</u> Except as noted in this Contract, the CONTRACTOR shall not charge students receiving instruction and training under this Contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this Contract.

## ARTICLE 7 NOT USED

#### ARTICLE 8 TERMINATION

8.1 It is agreed that either Party to this Contract may terminate the Contract at the end of any enrollment term by giving sixty (60) calendar days prior written notice to the other Party; it is also agreed that at the time of termination of this Contract neither party shall have any obligation to the other Party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination.

## ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1 **Work to Continue.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this AGREEMENT, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue to diligently perform and provide services hereunder until completion or termination of the AGREEMENT. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2 <u>Mediation Requirements</u>. All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.

- 9.3 <u>Arbitration.</u> If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
  - a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
  - b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
  - c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
  - d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
  - e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
  - f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

## ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1 <u>District Provided Information</u>. The DISTRICT shall provide to the CONTRACTOR information regarding requirements for the Services.
- 10.2 <u>District Representative</u>. Saddleback College shall appoint a representative authorized to act on the DISTRICT's behalf. The DISTRICT or its authorized representative shall render decisions in a

timely manner pertaining to requests submitted by the CONTRACTOR. Unless modified by written notice by the DISTRICT to the CONTRACTOR, the DISTRICT Representative is:

## Anthony Teng, Acting Dean, BS/Economic Workforce Development & ATAS

- 10.3 <u>Notification.</u> The DISTRICT shall give prompt written notice to the CONTRACTOR if the DISTRICT becomes aware of any fault or defect in the services. However, the DISTRICT's failure or omission to do so shall not relieve the CONTRACTOR of his/her responsibilities hereunder.
- 10.4 <u>Administrative Functions.</u> The DISTRICT shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion;
  - a. it being understood that during such times as any DISTRICT student is in attendance in the CONTRACTOR'S school, such student will be subject to the CONTRACTOR'S rules and regulations relating to conduct, health, and safety; and operating procedures;
  - b. it being understood that disciplinary action leading to suspension or dismissal of a DISTRICT student shall be taken only by the DISTRICT after consultation with the CONTRACTOR.
  - c. The DISTRICT and the CONTRACTOR will ensure that ancillary and support services are provided for the students (e.g., counseling and guidance, placement assistance). These services will be provided by the DISTRICT and CONTRACTOR will ensure that students are aware of their availability.
- 10.5 <u>Financially Committed</u>. The DISTRICT shall be financially committed to the COSMETOLOGY program only for the amount of monies adopted by the South Orange County Community College District Board of Trustees for this program during the **2014-2015 and 2015-2016** fiscal years. In the event that monies in either fiscal year are exhausted, the CONTRACTOR'S school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the DISTRICT or the student.

## ARTICLE 11 MISCELLANEOUS

- 11.1 <u>Affirmative Action</u>. CONTRACTOR agrees that CONTRACTOR will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2 <u>Compliance with Applicable Laws</u>. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to

- CONTRACTOR and CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services
- 11.3 <u>CONTRACTOR Accounting Records</u>. Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONTRACTOR, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, CONTRACTOR shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4 <u>Cumulative Rights; Non Waiver</u>. Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.5 **Employment with Public Agency**. No member, officer or employee of the DISTIRCT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.6 <u>Full Force of Remaining Contract</u>. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 11.7 <u>Governing Law</u>. This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.8 Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including

unemployment insurance, social security and income taxes for the respective CONTRACTOR's employees.

- 11.9 <u>Marginal Headings; Captions.</u> The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONTRACTOR and DISTRICT hereunder.
- 11.10 <u>Non-Assignment</u>. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONTRACTOR. The sale or transfer of a majority membership interest in CONTRACTOR firm or the admission of new member to the CONTRACTOR firm which causes there to be a change in majority ownership and / or control of CONTRACTOR firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.
- 11.11 <u>Permits/Licenses</u>. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12 <u>Notifications</u>. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.13 **Communications** between the parties shall be sent to the following addresses:

DISTRICT
Anthony Teng
Saddleback College
28000 Marguerite Parkway
Mission Viejo, CA 92692

CONTRACTOR
Henry Dang
Hair California Beauty Academy
1110 N. Tustin Street
Orange, CA 92867

**COPY** 

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

- 11.14 <u>Severability.</u> If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herein, but all remaining provisions will remain and continue in full force and effect.
- 11.15 <u>Entire AGREEMENT / Amendment</u>. This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CONTRACTOR and supersede all prior negotiations, representations or AGREEMENTs, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an AGREEMENT in writing signed by both the DISTRICT and the CONTRACTOR.
- 11.16 <u>Binding AGREEMENT</u>. This Contract shall be valid and effective upon the approval of the Office of the Chancellor of the California Community Colleges. The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

CONTRACTOR

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

DICTRICT

South Orange County Community College District	New America Beauty Education Corp., DBA Hair California Beauty Academy
Dr. Debra L. Fitzsimons Vice Chancellor, Business Services	Hien Vinh "Henry" Dang President
(Date)	(Date)
	(Taxpayer number)

# AGREEMENT - VOCATIONAL COSMETICIAN (ESTHETICIAN) EDUCATION SERVICES, SADDLEBACK COLLEGE

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WHEREAS, the DISTRICT intends to provide, for the benefit of selected, eligible students of the DISTRICT, a vocation education program under the State Plan for Vocational Education and the Federal Carl Perkins Vocational and Applied Technology Educational Act, through this AGREEMENT with the CONTRACTOR, in order to prepare such students for the vocation of COSMETICIAN (ESTHETICIAN), it being understood that such program shall be so designed and conducted that it may lead to a California State License in COSMETICIAN (ESTHETICIAN) for such students; and,

WHEREAS, the CONTRACTOR operates as a private, post-secondary, vocational school offering instruction and training in COSMETICIAN (ESTHETICIAN);

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

#### ARTICLE 1 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

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- portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations.
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  - a. Prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance.
  - b. The CONTRACTOR is responsible for notifying the DISTRICT when it loses Title IV eligibility. If the CONTRACTOR fails to notify the DISTRICT that it lost Title IV eligibility, the CONTRACTOR is liable for disbursements made to students.
- 1.7 <u>Title VI Compliance.</u> The CONTRACTOR shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964, and, prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance. "CONTRACTOR agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person." In addition, CONTRACTOR shall comply with Title 9 of the Higher Education Act of 1972, Presidential Executive Order 11246 and subsequent amendments, and all applicable State and Federal Health and Safety regulations.
- 1.8 <u>Vocational Education Plan.</u> The DISTRICT and the CONTRACTOR shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which COSMETICIAN (ESTHETICIAN) is a part.
- 1.9 **Records.** The CONTRACTOR shall maintain accurate records of attendance, grade reports, and progress for each student, and shall submit to the DISTRICT such information from such records as is requested by the authorized representative(s) of the DISTRICT;
  - a. it being understood that such submittals may be upon a regular schedule and/or upon special requests' and
  - b. it being further understood that there shall be no release of information from such records to any party other than such representative(s).

- c. CONTRACTOR shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the DISTRICT.
- 1.10 <u>Inspections</u>. The CONTRACTOR shall permit inspections by authorized representatives of the DISTRICT, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the CONTRACTOR'S school; it being understood that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, if required, audit school records; interview students and others; and/or evaluate physical plant, instructional aids equipment, and classes in session.
- 1.11 <u>Management Services</u>. CONTRACTOR's management services shall be provided by Henry Dang at (714) 633-7170. Changes to contact information for Henry Dang will be provided to Saddleback College's identified contact who will act as the single point of contact between CONTRACTOR and Saddleback College. If Henry Dang is replaced with another person, the name and contact information for this person will be provided within one week of this change.

#### ARTICLE 2 SCOPE OF CONTRACTOR'S SERVICES

- 2.1 **Enrollment.** The DISTRICT may enroll a maximum number of students up to capacity, with no minimum, in the CONTRACTOR'S school;
  - a. it being understood that the DISTRICT does NOT guarantee any set number of its students will be enrolled in the CONTRACTOR'S school at any time.
  - b. The CONTRACTOR agrees to accept new students during each enrollment period established by the DISTRICT.
  - c. The DISTRICT does not receive any reimbursement/compensation should a student officially drop the course. While DISTRICT and CONTRACTOR will actively discourage all students from officially dropping these contracted courses, should a student officially drop from a course the DISTRICT will notify the CONTRACTOR and the CONTRACTOR may then seek reimbursement for the instructional hours only from the student at the private tuition rates set by the CONTRACTOR.
- 2.2 <u>Training Hours.</u> The CONTRACTOR shall provide for six hundred (600) hours of approved COSMETICIAN (ESTHETICIAN) instruction and training for each DISTRICT student and shall provide staff, facilities, non-personal equipment, supervision and related services required for such instruction and training for each of the students of the DISTRICT authorized to attend the CONTRACTOR'S school located at 1110 N. Tustin Street, Orange, CA 92867, as established elsewhere in this Contract; and it being further understood that the actual number of hours of

such instruction and training available to any such authorized student at the expense of the DISTRICT shall be limited by the period of time between the enrollment date of the student and the final termination date of this Contract and the limitations on hours of instruction and training as established elsewhere in this Contract.

- a. The six hundred (600) hours of approved instruction and training shall be in accordance with applicable requirements of appropriate California State Board(s) or licensing agencies having responsibility for admission to examination for a certificate of registration and/or a license as COSMETICIAN (ESTHETICIAN).
- b. The six hundred (600) hours of approved instruction and training shall be given in a proportionate manner over a period of less than two hundred (200) school days within two (2) calendar years from date of enrollment. Instruction and training for an individual student shall be limited to eight (8) hours on any day for a minimum of twenty (20) hours and a maximum of forty (40) hours in any calendar week unless changes in hours are mutually agreed upon by the CONTRACTOR and the DISTRICT. No instruction and/or training shall be given on Sundays.
- c. The scope, content, and scheduling of the instruction and training to be provided under this Contract shall be subject to the prior written approval of the authorized representative of the DISTRICT, it being understood that the DISTRICT, acting through such representative, has the right to modify the scope, content, and/or scheduling of instruction and training, if, in the opinion of such representative, modification is necessary to achieve the vocational objective of the instruction and training.
- d. The six hundred (600) hours of approved instruction and training shall be given under the direct supervision of California licensed COSMETICIAN (ESTHETICIAN) instructors holding valid California teaching credentials authorizing services in the area of COSMETICIAN (ESTHETICIAN) in vocational programs in a community college or possessing equivalent experience as established by the DISTRICT, and all DISTRICT students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors. As stated and required in the Administrative Code, Title V, Section 55630(e), all instructors employed by the private agency shall enter into an "AGREEMENT for Teaching Services" (see Attachment).
- e. Should it become necessary for one or more DISTRICT student(s) to transfer to the CONTRACTOR from schools and colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, vocational schools for COSMETICIAN (ESTHETICIAN) instruction and training, the CONTRACTOR agrees to accredit each of such students with one hour of credit for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.

- f. Any student of the DISTRICT who completes six hundred (600) hours of training, and has not had the minimum instruction and training hours required for certification to take the examination for a certificate of registration and/or license because of deficiency in one or more areas of required expertise, shall receive from the CONTRACTOR such instruction, training, and preparation as may be necessary, forthwith, at no cost to either the student or the DISTRICT.
- g. Any student of the DISTRICT who completes the six hundred (600) hours of approved instruction and training, and within thirty (30) days of such completion takes for the first time, and fails to pass, the California State Board of COSMETICIAN (ESTHETICIAN)'s examination for licensure, shall be entitled to fifty (50) additional hours of instruction and training in the CONTRACTOR'S school at no expense to the DISTRICT or to such student, subject to the following conditions:
  - If such student fails to commence the additional instruction and training provided for herein within thirty (30) days of the date of notice of failure to pass said examination, such student shall lose the entitlement to said instruction and training; or,
  - ii. If such student, having commenced said instruction, fails to complete the fifty (50) hours within thirty (30) calendar days of the date of such commencement, said student shall lose the entitlement to the hours remaining in the initial fifty (50) hour entitlement.
- h. The CONTRACTOR shall participate in a program review and validation conducted by the DISTRICT and at the discretion of the DISTRICT. Said program review shall include, but is not limited to, a review of CONTRACTOR'S curriculum, units of instruction, methods of instruction, instructional supplies and materials, physical resources, recordkeeping process and practices, governance, and CONTRACTOR-DISTRICT relationship. In the event a program review is requested, CONTRACTOR shall be given at least 60 days written notice. CONTRACTOR shall complete a self-appraisal in the format supplied by DISTRICT and submit said self-appraisal to DISTRICT 30 days prior to a site visitation by DISTRICT representatives.
- 2.3 Material Costs. The CONTRACTOR shall provide, without additional charges to the DISTRICT or the DISTRICT'S students covered by the Contract, all necessary instructional materials and supplies as ordinarily supplied by the DISTRICT without cost to students in this or other vocational offerings of said DISTRICT; and may require students covered by this Contract to purchase such types and/or kinds of instructional materials as the DISTRICT ordinarily requires students in this or other vocational offerings of said DISTRICT to furnish without cost to said DISTRICT; it being agreed that each student covered by this Contract shall furnish his/her personal textbook(s) and personal tools, supplies, and/or equipment; and it being further agreed that such items and such materials as are required to be supplied by students shall be obtainable on the open market from two (2) or more commercial outlets within the boundaries

to the DISTRICT; it being understood that the CONTRACTOR may make available for voluntary purchase or rental by such students any of such personal items or materials.

#### ARTICLE 3 ADDITIONAL CONTRACTOR SERVICES

This Contract may be amended and/or extended by mutual consent of the parties hereto, it being understood that any amendment shall not be effective until stated in written form and signed by the Parties hereto.

### ARTICLE 4 TERM

- 4.1 <u>Term.</u> The term of this AGREEMENT shall be the two (2) year period beginning on the Effective Date hereof and ending on June 30, 2016 with three (3) one (1) year options for renewal under the same terms and conditions ("Term") unless sooner terminated as provided herein. Either party may choose not to exercise a renewal option by providing the other party with sixty (60) days written notice prior to the start of the renewal period.
- 4.2 **Renewal.** Both parties understand that at the termination of five years from Effective Date the DISTRICT is required to send out a "Requests for Qualifications and Proposals". After five years, there is no possibility for automatic renewal. The DISTRICT will send out the "Requests for Qualifications and Proposals" to interested parties at least thirty days prior to the expiration of the Term.
- 4.3 <u>Rate Review.</u> Parties will review the hourly rate identified in the compensation and tuition portion of this agreement annually. Any modification must be identified as a contract amendment.

# ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1 <u>Worker's Compensation.</u> The CONTRACTOR shall obtain and maintain, at the expense of the CONTRACTOR, all workmen's compensation insurance required by law for employees involved in the operation of this program, including coverage for any student performing services or utilizing products that represent actual or potential income for the CONTRACTOR.
- Indemnity and Liability Insurance. The CONTRACTOR shall indemnify and hold harmless the DISTRICT and its Board of Trustees, the Board of Governors of the California Community Colleges, and the State of California, and their respective officers, agents and employees of each such entity against any and all claims and liabilities for death or injury to any person and/or loss, and/or damage to any property arising out of, or in any manner connected with the making of and/or performance of this Contract by CONTRACTOR.

- a. In satisfaction of this requirement, the CONTRACTOR, in order to protect said entities, officers, agents, and employees, shall secure and maintain, at the CONTRACTOR'S expense, a policy of public liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for personal injury or death, and not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage.
  - i. Said policy shall be obtained from a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California.
  - ii. Said policy shall expressly name such entities, officers, agents, and employees as additional insured.
  - iii. Said policy shall provide that the DISTRICT shall be given not less than ten (10) days written notice of any cancellation or modification of policy coverage.
  - iv. A copy of said policy shall be furnished to the DISTRICT prior to the assignment of any DISTRICT students to the CONTRACTOR; and said copy shall be kept up to date by the CONTRACTOR.
  - v. In satisfaction of this requirement, the CONTRACTOR shall, upon request of any such entities, officers, agents, and/or employees, come in and defend said entities and/or individuals against any claims or legal action arising out of, or in any manner connected with, the making of and/or performance of this Contract by CONTRACTOR.

#### ARTICLE 6 COMPENSATION AND TUITION

- 6.1 <u>Compensation.</u> The DISTRICT shall pay to the CONTRACTOR **\$4.50** for each hour of approved attendance by authorized students of the DISTRICT covered by this Contract, pursuant to the terms and conditions noted hereinafter.
  - a. DISTRICT payments shall be made monthly, and shall be based upon a certification of the hours of such attendance during the previous calendar month at the CONTRACTOR'S place of instruction and training; it being agreed that each certification shall be on forms supplied by the DISTRICT, and shall be based upon daily records maintained by the CONTRACTOR, and subject to review and/or audit by an authorized representative of the DISTRICT.
  - b. The CONTRACTOR shall not be reimbursed for more than a total of six hundred (600) hours of instruction and training for any one student.
  - c. In the event a DISTRICT student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is suspended from the program, the DISTRICT shall be responsible to the CONTRACTOR for payment for only the actual hours of authorized attendance of such student prior to the withdrawal.

- d. In the event that the DISTRICT determines that the total direct and indirect cost to provide the same six hundred (600) hour program of instruction and training, or a recognized portion thereof, in an operating school of the DISTRICT, or the tuition the CONTRACTOR charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the CONTRACTOR agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.
- 6.2 <u>Tuition.</u> Except as noted in this Contract, the CONTRACTOR shall not charge students receiving instruction and training under this Contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this Contract.

### ARTICLE 7 NOT USED

#### ARTICLE 8 TERMINATION

8.1 It is agreed that either Party to this Contract may terminate the Contract at the end of any enrollment term by giving sixty (60) calendar days prior written notice to the other Party; it is also agreed that at the time of termination of this Contract neither party shall have any obligation to the other Party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination.

### ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1 **Work to Continue.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this AGREEMENT, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue to diligently perform and provide services hereunder until completion or termination of the AGREEMENT. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2 <u>Mediation Requirements</u>. All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.

- 9.3 <u>Arbitration.</u> If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
  - a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
  - b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
  - c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
  - d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
  - e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
  - f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

### ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1 <u>District Provided Information</u>. The DISTRICT shall provide to the CONTRACTOR information regarding requirements for the Services.
- 10.2 <u>District Representative</u>. Saddleback College shall appoint a representative authorized to act on the DISTRICT's behalf. The DISTRICT or its authorized representative shall render decisions in a

timely manner pertaining to requests submitted by the CONTRACTOR. Unless modified by written notice by the DISTRICT to the CONTRACTOR, the DISTRICT Representative is:

### Anthony Teng, Acting Dean, BS/Economic Workforce Development & ATAS

- 10.3 <u>Notification.</u> The DISTRICT shall give prompt written notice to the CONTRACTOR if the DISTRICT becomes aware of any fault or defect in the services. However, the DISTRICT's failure or omission to do so shall not relieve the CONTRACTOR of his/her responsibilities hereunder.
- 10.4 <u>Administrative Functions.</u> The DISTRICT shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion;
  - a. it being understood that during such times as any DISTRICT student is in attendance in the CONTRACTOR'S school, such student will be subject to the CONTRACTOR'S rules and regulations relating to conduct, health, and safety; and operating procedures;
  - b. it being understood that disciplinary action leading to suspension or dismissal of a DISTRICT student shall be taken only by the DISTRICT after consultation with the CONTRACTOR.
  - c. The DISTRICT and the CONTRACTOR will ensure that ancillary and support services are provided for the students (e.g., counseling and guidance, placement assistance). These services will be provided by the DISTRICT and CONTRACTOR will ensure that students are aware of their availability.
- 10.5 <u>Financially Committed</u>. The DISTRICT shall be financially committed to the COSMETICIAN (ESTHETICIAN) program only for the amount of monies adopted by the South Orange County Community College District Board of Trustees for this program during the **2014-2015** and **2015-2016** fiscal years. In the event that monies in either fiscal year are exhausted, the CONTRACTOR'S school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the DISTRICT or the student.

### ARTICLE 11 MISCELLANEOUS

- 11.1 <u>Affirmative Action</u>. CONTRACTOR agrees that CONTRACTOR will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2 <u>Compliance with Applicable Laws</u>. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to

- CONTRACTOR and CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services
- 11.3 <u>CONTRACTOR Accounting Records</u>. Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONTRACTOR, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, CONTRACTOR shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4 <u>Cumulative Rights; Non Waiver</u>. Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.5 **Employment with Public Agency**. No member, officer or employee of the DISTIRCT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.6 <u>Full Force of Remaining Contract</u>. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 11.7 <u>Governing Law</u>. This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.8 Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including

- unemployment insurance, social security and income taxes for the respective CONTRACTOR's employees.
- 11.9 <u>Marginal Headings; Captions.</u> The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONTRACTOR and DISTRICT hereunder.
- 11.10 Non-Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONTRACTOR. The sale or transfer of a majority membership interest in CONTRACTOR firm or the admission of new member to the CONTRACTOR firm which causes there to be a change in majority ownership and / or control of CONTRACTOR firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.
- 11.11 <u>Permits/Licenses</u>. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12 <u>Notifications</u>. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.13 <u>Communications</u> between the parties shall be sent to the following addresses:

DISTRICT
Anthony Teng
Saddleback College
28000 Marguerite Parkway
Mission Viejo, CA 92692

CONTRACTOR
Henry Dang
Hair California Beauty Academy
1110 N. Tustin Street
Orange, CA 92867

**COPY** 

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

- 11.14 Severability. If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herein, but all remaining provisions will remain and continue in full force and effect.
- 11.15 **Entire AGREEMENT / Amendment**. This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CONTRACTOR and supersede all prior negotiations, representations or AGREEMENTs, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an AGREEMENT in writing signed by both the DISTRICT and the CONTRACTOR.
- 11.16 **Binding AGREEMENT**. This Contract shall be valid and effective upon the approval of the Office of the Chancellor of the California Community Colleges. The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

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

DISTRICT South Orange County Community College District	CONTRACTOR  New America Beauty Education Corp.,  DBA Hair California Beauty Academy			
Dr. Debra L. Fitzsimons Vice Chancellor, Business Services	Hien Vinh "Henry" Dang President			
(Date)	(Date)			
	(Taxpayer number)			

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.6 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Computer Equipment and Related Devices, CDW

Government, LLC and Sehi Computer Products, Inc.

**ACTION:** Approval

### **BACKGROUND**

On March 31, 2014 the Board of Trustees approved the use of the National Association of State Procurement Officials (NASPO) and the Western States Contracting Alliance (WSCA) contract with Hewlett Packard Co. utilizing the Master Price Agreement No. B27164 for the purchase of computer equipment, software, peripherals and related services.

### **STATUS**

District staff has recently been made aware that Hewlett Packard has a participating addendum to Agreement No. B27164 with WSCA/NASPO that the State of California Department of General Services revised on October 2, 2013. District staff would like to purchase Hewlett Packard computer equipment, software and peripherals from CDW Government, LLC and Sehi Computer Products, Inc. who are on the list of Approved Servicing Subcontractors (authorized resellers). The addendum and the Agreement is available for review in the Facilities, Planning, and Purchasing Department.

This approval applies to purchases made within the term of the Agreement, September 1, 2009 through August 31, 2014, and is contingent upon the availability of funds for each purchase. The annual purchases are not to exceed \$2,500,000. Funding for the FY 2013-2014 project is available in the District IT approved Basic Aid account.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve contracting with CDW Government, LLC and Sehi Computer Products, Inc. for the purchase of computer equipment and related devices pursuant to the Addendum to Agreement No. B27164. Annual expenditures for the term under this agreement will not exceed \$2,500,000.

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.7 DATE: 6/23/14

**TO:** Board of Trustees

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

RE: SOCCCD: Contract for Software Development, Neudesic LLC

**ACTION**: Approval

### **BACKGROUND**

The Student Information System (SIS) is a core, district-wide mission-critical system providing direct services to students, faculty, administrators, managers, and staff at the colleges.

In order to support SIS-related software projects for this fiscal year, the District is in need of expertise in the area of software development and project management. Neudesic LLC provides these services and is familiar with SOCCCD's systems and development approach.

### **STATUS**

The following SIS-related projects were prioritized by the District-wide Technology Committee (DTC) and approved by the Basic Aid Allocation Recommendation Committee (BAARC) for funding and development during FY 2014-2015:

- Making SIS enhancements that have been identified and prioritized by the colleges
- Supporting Multiple Prerequisites
- Enhancing MySite Security and Permission Role Management

District IT is proposing that Neudesic LLC assist by providing software development and project management services for these projects.

Funding for these software development services is contingent upon board approval of the FY 2014-2015 basic aid allocation at the June 2014 board meeting.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the contract for the term of July 1, 2014 to December 31, 2014, and the rate schedule (Exhibit A), with Neudesic, LLC in an amount not to exceed \$1,474,400.

#### **CONSULTANT AGREEMENT**

### SPECIAL SOFTWARE ENGINEERING SERVICES

This AGREEMENT is hereby entered into between the South Orange County Community College District, a public community college district of the state of California, hereinafter referred to as ("DISTRICT"), and Neudesic LLC, a California limited liability company located at 8105 Irvine Center Drive, Suite 1200, Irvine, California, 92618, telephone 800-805-1805, hereinafter referred to as ("CONSULTANT").

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

# I. Scope Of Work.

- A. <u>Overview.</u> CONSULTANT shall provide the professional services specified herein for purposes of maintaining and enhancing the District's Student Information System (SIS) and MySite portal.
- B. <u>Services To Be Provided By CONSULTANT.</u> Staff resource services, including software engineering, project management, software architecture, business and database analysis, and expert computer programming for the following software development projects:
  - 1. SIS enhancements, changes, and maintenance
  - 2. Supporting Multiple Prerequisites
  - 3. Enhancing MySite Security and Permission Role Management
- C. <u>CONSULTANT's Staff.</u> CONSULTANT shall submit for DISTRICT approval a resume of each of individual CONSULTANT assigned to work on this Agreement for prior written approval by the DISTRICT's Directors of Administrative/Academic Systems. CONSULTANT agrees to provide the DISTRICT with the resumes (qualifications, experience and education) at least two weeks prior to assigning the individual to work on this Agreement. The DISTRICT may choose to interview individual CONSULTANTS prior to approving them to work on this Agreement. CONSULTANTS' Senior Project Manager(s), Project Manager(s), Business Systems Analyst Lead(s), Senior Microsoft .NET Architect(s) and other lead positions

need written approval from the Directors of Administrative/Academic Systems prior to beginning work on this Agreement. The DISTRICT shall not be responsible for payment to CONSULTANT for the services of any individual who works on this Agreement without the DISTRICT's prior written consent.

- D. <u>Documentation</u>. Functional and technical specification documentation shall be developed by CONSULTANT and delivered to DISTRICT for acceptance by the DISTRICT's Directors of Administrative/Academic Systems. "Documentation" means the documents, manual and written materials (including end-user and technical manuals) developed pursuant to this Agreement. Formal review and acceptance of all written user and technical documentation is required. The documentation may be reviewed by the Directors of Administrative/Academic Systems and designated DISTRICT IT staff and DISTRICT and College end users.
- E. <u>Methodology.</u> All work must be completed following documented industry standard agile methodology, protocol and best practices and be previously approved by the Directors of Administrative/Academic Systems. Methodology documentation should include the following sections:
  - 1. Methodology overview.
  - 2. Scope and resource management.
  - 3. Process for defining functional and technical specifications.
  - 4. Functional (product backlog) and technical specification documentation.
  - 5. Functional and technical specification review and sign-off by DISTRICT stakeholders. These artifacts are to be consistent with an agile software development methodology. Stakeholders are identified DISTRICT business experts, Education and Support Services and IT technical staff.
  - 6. Code review by DISTRICT IT staff.
  - 7. Unit testing of source code modifications.
  - 8. Module and functionality specific business testing scenarios.
  - 9. Formal user acceptance and sign-off.

### F. Quality Assurance And Testing.

During software development, CONSULTANT shall include a phase for quality assurance and testing of all Software. Quality assurance and testing must follow documented industry standard methodology, protocol and best practices and be previously approved by an appropriate District Director of Administrative/Academic Systems. Quality assurance and testing documentation should include the following:

1. Quality assurance and testing overview.

- 2. Module and functionality testing.
- 3. Modifications based upon quality control and quality assurance testing results. The CONSULTANT, DISTRICT IT and designated DISTRICT and college end users will conduct quality assurance testing.

### 4. Release Management:

Develop standards and practices for identifying and resolving billings for software defects, including regression bugs (both pre-release and post-release) and develop definitions of "mission critical" and "non-mission critical" bugs and timelines required for consultant to fix each. These will be developed by CONSULTANT and DISTRICT and included as Exhibit "A" to this Agreement, which is hereby incorporated by reference as if fully set out herein.

### G. Deliverables And Modules.

Software Deliverables and Software Modules shall be as specified in writing by CONSULTANT and approved in writing by one of the DISTRICT's Directors of Administrative/Academic Systems, as needed, based on decisions made during the design process and in consultation with the DISTRICT. "Software Deliverables" are defined as products, including, but not limited to, program source code, model/entity definitions, and build/migration instructions. "Software Modules" are defined as the functioning products of a software development project (a list of such projects is included in Section 1.B of this Agreement) as well as any and all functionality described in the As-Built Documentation delivered by CONSULTANT prior to "Go-live Software release."

Software documentation must be delivered and accepted by the DISTRICT prior to acceptance of software source code. Below is a general description of each Software Module. Additional functionality will be defined during the software development process, where such functionality fits within the allocated budget and schedule, as agreed upon and formally approved by one of the Directors of Administrative/Academic Systems and designated college end users.

ITEM NO.	GENERAL DESCRIPTION		
I. SIS Enhancements	The CONSULTANT will develop Student Information System (SIS) changes and enhancements as identified and prioritized by appropriate college staff and facilitated by the Directors of Administrative/Academic Systems.  The deliverable will be all the changes and enhancements the CONSULTANT can build within the project funding constraints.		
II. Support Multiple Prerequisites	The CONSULTANT will develop support for multiple prerequisite enforcement within the Student Information System.  • Some courses, primarily in the science and Health Sciences areas, require multiple prerequisites which cannot be enforced by the current registration system. The purpose of this project is to support the enforcement of multiple prerequisites at the time of registration for courses that require them.		
III. Enhance MySite Security and Permission Role Management	The CONSULTANT will develop an enhanced security model within MySite.  • The goal of this project is to streamline role management and improve security within MySite and SIS by adding more precise controls and delegating management of these functions to the responsible managers and administrators.		

### H. Progress Reports.

- 1. <u>Project Management Review.</u> Formal review and approval of overall project management resources and project management structure by DISTRICT is required. CONSULTANT shall provide written progress reports to the Directors of Administrative/Academic Systems on a minimum of a quarterly basis, or more frequently if changes occur. One of the Directors of Administrative/Academic Systems has authority to approve such progress reports for the DISTRICT.
- 2. Quality Assurance & Testing Plan Review. Formal review and approval of

overall quality assurance and testing plans, approach and schedule by DISTRICT is required. CONSULTANT shall provide written reports for each module. The reports will be reviewed by the Directors of Administrative/Academic Systems. One of the Directors of Administrative/Academic Systems has authority to approve such reports for the DISTRICT.

3. <u>Monthly Progress Reports.</u> CONSULTANT shall submit to the Directors of Administrative/Academic Systems a detailed written monthly progress report describing the work performed during the reporting period.

### I. Formal Progress Meetings.

CONSULTANT and DISTRICT shall conduct formal quarterly schedule of scope management and risk assessment meetings with senior CONSULTANT management. These meetings will involve CONSULTANT project manager(s) on site, other key CONSULTANT staff on site, DISTRICT Directors of Administrative/Academic Systems. CONSULTANT shall provide in writing the following minimum information at the progress meetings:

- Complete and detailed account of the work completed (e.g., modules worked on, functionality developed, documentation written and reviewed, testing and quality assurance completed, involvement of DISTRICT IT staff, etc.) from the last quarterly meeting, as appropriate.
- Cumulative CONSULTANT personnel hours expended by position and dollar amount from the last quarterly meeting, as appropriate.
- Review of any issues and concerns that have arisen and approach to dealing with them or assistance needed from the DISTRICT from the last quarterly meeting, as appropriate.
- Written documentation for each module consistent with agile development methodology management reporting (e.g., Product Backlog, Sprint Backlog and Burndown Chart).
- Planning for the next quarter (e.g., project plan for next quarter software development, any changes in CONSULTANT personnel).

Additional information may be required and will be agreed upon between CONSULTANT and DISTRICT IT. These meetings shall occur at the Information Technology Department of the DISTRICT.

## IV. <u>Term.</u>

CONSULTANT shall commence providing services under this AGREEMENT on July 1,

2014, and will diligently perform as required and complete performance including all acceptance testing by December 31, 2014.

## V. Compensation.

DISTRICT agrees to pay the CONSULTANT on an hourly basis according to the Rate Schedule for services as defined above in I. Scope Of Work, section B, item 1 satisfactorily rendered pursuant to this AGREEMENT, a fee not to exceed a total of One Million Four Hundred Seventy-Four Thousand Four Hundred Dollars and no/100 (\$1,474,400). CONSULTANT shall perform services based on the hourly rates listed in the Rate Schedule. CONSULTANT shall invoice the DISTRICT bi-weekly, for efforts expended in the prior twoweek period and include with each invoice a detailed description of services performed by each of CONSULTANT's personnel and subcontractors, if any. The DISTRICT shall have a fifteen (15) day period from the DISTRICT's receipt of each invoice in which to review, accept or dispute each invoice ("Invoice Review Period"). The DISTRICT shall notify the CONSULTANT within the Invoice Review Period of any concerns regarding the invoice in which case the Parties shall attempt to resolve the dispute in accordance with Article XXVI Disputes. In case of a dispute, if the dispute relates to only specific item(s) within an invoice, that portion of the invoice will be withheld pending attempt to resolve the dispute in accordance with Article XXVI Disputes; the rest of the invoice will be processed for payment at the end of the respective Invoice Review Period. If the dispute is about the invoice in its entirety, then payment on the entire invoice will be withheld pending attempt to resolve the dispute in accordance with Article XXVI Disputes.

CONSULTANT shall submit an itemized invoice in duplicate indicating the Contract Number and charges in accordance with the Deliverables. Invoices are to be rendered only if the items or services have been furnished to and accepted by the DISTRICT. No payment will be made in advance of work performed. The burden of proof regarding disputes as to the accuracy of CONSULTANT invoices shall fall upon CONSULTANT.

The contract Rate Schedule is shown below.

### **Neudesic Audit Rate Schedule:**

### **ROLE / REQUIRED EXPERIENCE**

HOURLY RATE

### MC - Senior Project Manager

\$169

Experienced and proven senior project manager with at least 10 years experience managing Information Technology projects. Plans, directs and controls projects of 2,000 work-hours or larger. Capable of serving in the role of a Business Systems Analyst, or working with a team of analysts to define project requirements and drive an appropriate solution design. The Senior Project Manager role requires a hands-on approach to managing, directing and controlling successful Information Technology solutions.

### **EM - Project Manager**

\$159

Experienced and proven project manager with at least 7 years experience managing Information Technology projects. Plans, directs and controls projects of 1,000 work-hours or larger. Capable of serving in the role of a Business Systems Analyst, or working with a team of analysts to define project requirements and drive an appropriate solution design. The Project Manager role requires a hands-on approach to managing, directing and controlling successful software development projects.

### PCBSA - Business Systems Analyst – Lead

\$159

Responsible for maintaining the overall direction and coordination of the requirements gathering efforts for the development process. Develops the templates, approaches and methods used in the analysis and requirements gathering process. Participates in hands-on sessions with end users and organizational stakeholders. Responsible for the work products and quality control of the Business Systems Analysts working beneath them. Familiar with a variety of software development and requirements methodologies such as RUP, MSF, Scrum and Agile. Minimum experience of 7 years in the software requirements gathering space with at least the last 2 in an oversight role.

### **SCBSA - Business Systems Analyst**

\$143

Responsible for interviewing users and stakeholders to gather functional requirements of the software system. Records these interview sessions into documents that are executed by the development team. Should have a solid understanding of the organizational goals of the client as well as an understanding of the high level capabilities of the chosen technology palette. Strong communication skills and an ability to work within several development methodologies. Minimum of 3 years analysis and requirements gathering in the Microsoft technology space.

### ACDEV - Senior Microsoft .NET Architect /Technical Lead

\$169

Experienced and proven solutions architect and software engineer with at least 15 years experience designing and developing software solutions, and 6 or more years focused on Microsoft .NET technology. Capable of designing software architecture for enterprise-level software solutions, developing enterprise architecture components, developing full lifecycle solutions, leading and directing technology teams, mentoring technology teams. Responsible for the successful application of best practices, design patterns, and innovative solutions to each project they touch, the Architect/Technical Lead is expected to make well informed technology decisions for the projects. An expert in several software technology disciplines, this team member is also expected to participate in the development of the solution, and to assist other team members to solve difficult problems.

### PRDEV - Senior Microsoft .NET Principal Lead

\$163

Experienced and proven solutions architect and software engineer with at least 12 years experience designing and developing software solutions, and 6 or more years focused on Microsoft .NET technology. Capable of designing software architecture for software solutions, developing architecture components, developing full lifecycle solutions, leading and directing technology teams, mentoring technology teams. Responsible for the successful application of best practices, design patterns, and innovative solutions to each project they touch, the Technical Lead is expected to make well informed technology decisions for the projects. An expert in several software technology disciplines, this team member is also expected to participate in the development of the solution, and to assist other team members to solve difficult problems.

### **PCDEV - Senior Microsoft .NET Technical Lead**

\$159

Experienced and proven solutions architect and software engineer with at least 10 years experience designing and developing software solutions, and 6 or more years focused on Microsoft .NET technology. Capable of designing software architecture for software solutions, developing architecture components, developing full lifecycle solutions, leading and directing technology teams, mentoring technology teams. Responsible for the successful application of best practices, design patterns, and innovative solutions to each project they touch, the Technical Lead is expected to make well informed technology decisions for the projects. An expert in several software technology disciplines, this team member is also expected to participate in the development of the solution, and to assist other team members to solve difficult problems.

### <u>SCDEV - Senior Microsoft .NET Developer</u>

\$143

Experienced and proven software engineer, with 6-10 years experience designing and developing software and 3-5 years experience developing Microsoft .NET applications for both Client/Server and web-based solutions. Capable of working independently or in a team to develop strong technology solutions using ASP.NET, WinForms, C#, VB.NET, and Transact-SQL, with a strong understanding of .NET Framework internals.

### **CCDEV - Microsoft .NET Developer**

\$104

Software engineer with 1-3 years experience in developing web based and thick client applications within the Microsoft development stack. Knowledge of ASP .NET, c# .NET, and their interactions with HTML and SQL Server for business applications.

### **CDWEB - Creative Director of Web Solutions**

\$159

A proven and consistent creative force behind web solutions and rich media projects. A Creative Director of Web Solutions provides the creative direction for a project, according to the requirements of the users. The critical role of this person on a web project is to create the design concept (sample comps and/or animations) to define and refine the design of the overall user experience.

### **SDWEB - Senior Web Designer**

\$114

Experienced designer of user experience through web media. Skilled and proven in producing rich graphics, animation, and interactive media, consistently following and extending concept designs developed by a Creative Director. Experienced in working with web developers to integrate rich media with program code.

### **PCDBA - Senior Database Architect**

\$159

A database architect and business intelligence specialist with at least 10 years experience developing IT solutions. Capable of modeling enterprise databases, architecting database access and security practices, designing high-availability database and data warehouse solutions for the enterprise.

### **SCDBA - Database Architect & Developer**

\$143

Creates application level functionality for the database elements of the application suite such as stored procedures, views, indexes and triggers. Ensures that the data elements are high performing and can accommodate the needs of the business logic and user interface modules. 5+ years of developing technologies on Microsoft SQL Server.

PCQA - QA Director \$159

Responsible for creating, planning and directing the quality assurance effort of the project. Works with the client to determine the needs of the user base and anticipated demands on the system. Creates test harnesses (load and functionality) and staging environments for the project. Oversees the defect tracking and resolution process for the project. Involved in key areas of the QA process in a hands-on role. 7+ years of QA work as a team member, with the last 2 in a managerial role.

### PCQA - Senior QA Engineer Technical Lead

\$134

Responsible for creating, planning and directing the quality assurance effort of the project. Works with the client to determine the needs of the user base and anticipated demands on the system. Creates test harnesses (load and functionality) and staging environments for the project. Oversees the defect tracking and resolution process for the project. Involved in key areas of the QA process in a hands-on role. 7+ years of QA work as a team member.

### **SCQA - Senior QA Engineer**

\$126

Self-directed in planning, documenting and executing test cases based on direct interaction with software developers, analysts and end-users. Able to create automated tests (load and functionality) as necessary. Able to manually test a software application according to project test plans and test scenarios. Able to perform rigorous exploratory testing (heuristics-based attacks) with little or no direction. Carries out the testing of the application on both a unit and integration level. Reports defects found into the issue tracking system and re-tests as remedies are deployed. Also responsible for carrying out the load tests for the application. 5+ years in a QA role.

### **CCQA - QA Engineer**

\$104

Carries out the testing of the application on both a unit and integration level. Reports defects found into the issue tracking system and re-tests as remedies are deployed. Also responsible for carrying out the load tests for the application. 3+ years in a QA role.

## VI. <u>Unapproved Expenses.</u>

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

## VII. Independent Contractor/Subcontractor Status.

CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

CONSULTANT has prime contractor responsibility; subcontractors may be used, but the CONSULTANT shall accept full responsibility for subcontractors' performance. The CONSULTANT shall identify all subcontractors, and describe the type of contractual arrangement with all subcontractors. The CONSULTANT shall be responsible for meeting all terms and conditions of this AGREEMENT. The DISTRICT reserves the right to approve/disapprove all subcontractors. In the event the DISTRICT determines that an employee of CONSULTANT or a subcontractor hired by CONSULTANT is unqualified, unruly, or in any way endangering the project, CONSULTANT shall remove the employee/subcontractor at the request of the DISTRICT. This provision shall apply to all CONSULTANT's personnel including the Senior Project Manager.

## VIII. Expenses.

DISTRICT shall furnish, or reimburse CONSULTANT for DISTRICT approved expenses incurred for materials, equipment, supplies, travel and other items necessary to complete the services to be provided pursuant to this AGREEMENT. Reimbursement of expenses, including travel, will be subject to the DISTRICT's rules and procedures. CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

Project complexity may require team members to travel to and from India. In addition, offshore India resources may need to travel to the DISTRICT offices. The DISTRICT agrees to pay Travel Expenses. Travel expenses shall include airfare, hotel, meals, Visa application and shipping fees, and ground transportation costs for the team of SOCCCD and Neudesic employees. CONSULTANT will provide an estimate of schedule of charges prior to travel. If schedule of charges is approved by DISTRICT, the DISTRICT will be obligated to pay not to exceed approved schedule of charges.

# IX. <u>Originality Of Services.</u>

CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services, or otherwise licensed or publicly released materials suitable for purposes of reasonable use in connection with services provided to DISTRICT by CONSULTANT pursuant to this AGREEMENT.

# X. Copyright/Trademark/Patent.

All originals and copies of the Work Product, as well as intermediate versions and working papers and all copyrights, trade secrets, know-how, patents, trademarks, and all other intellectual property rights in the Work Product and all inventions embodied therein (collectively, the "Proprietary Rights") will be the exclusive property of DISTRICT and shall constitute trade secrets owned exclusively by DISTRICT. CONSULTANT hereby assigns and agrees to assign all Proprietary Rights to the DISTRICT, for no further consideration, and agrees to require all its employees, agents, and independent contractors to assign all Proprietary Rights to DISTRICT in a manner consistent with this AGREEMENT. CONSULTANT agrees to assist DISTRICT to register, enforce, and maintain any and all Proprietary Rights in any and all countries considered relevant by DISTRICT in its discretion. CONSULTANT agrees to execute and deliver all documents requested by DISTRICT in connection with such registration and enforcement, and to perfect any such rights in DISTRICT, its licensees, successors, and assigns. At no time, without the prior written consent of DISTRICT, will CONSULTANT use, copy, disclose to any third party, license, transfer, or otherwise exploit the Proprietary Rights. Further CONSULTANT will maintain the confidentiality of the fact that DISTRICT is pursuing development of the Work Product. CONSULTANT will use and maintain appropriate security measures to honor all of such obligations. CONSULTANT consents to the use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters produced under this AGREEMENT, for any purpose and in any medium.

## XI. Warranty Of Conformity To Specifications.

CONSULTANT warrants that all Software Deliverables and Software Modules developed by CONSULTANT hereunder shall conform to the specifications provided in this Agreement ("Specifications"). During a period of six (6) months after final acceptance of each of the Software Deliverables and Software Modules by DISTRICT, CONSULTANT shall, at its own expense, provide programming services to correct defects that caused the Software Deliverables and/or Software Modules to fail to conform to the Specifications and that significantly affect performance (as defined in Exhibit "A") in accordance with those Specifications, provided that DISTRICT has notified CONSULTANT thereof and, upon inspection, CONSULTANT has found the Software Deliverables and/or Software Modules to be nonconforming.

XII.

### **Mutual Termination.**

DISTRICT may, at any time, with or without reason, terminate this AGREEMENT. If DISTRICT terminates DISTRICT shall compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the either party or no later than three days after the day of mailing, whichever is sooner.

DISTRICT or CONSULTANT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by either party; or (b) any act by either party exposing the other party to liability to others for personal injury or property damage; or (c) Either party is adjudged a bankrupt, if either party makes a general assignment for the benefit of creditors or a receiver is appointed on account of either party's insolvency. Written notice by either party shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by either party shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

The rights and remedies provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

## XIII. Hold Harmless.

CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense (including attorneys' fees), of any nature whatsoever, which may be incurred by reason of:

- a. Any injury to or death of any person(s), or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents; and/or
- b. Any judgment or proceeding in which it is determined, or any settlement Contract arising out of the allegations, that CONSULTANT's furnishing or supplying DISTRICT with goods, components, programs, practices, or methods supplied by CONSULTANT under this AGREEMENT constitutes an infringement of any patent, copyright, trademark, trade name, trade secret or other proprietary or contractual right of any third party. The foregoing shall not apply unless DISTRICT has informed CONSULTANT as soon as

practicable of the suit or action alleging such infringement. CONSULTANT shall not settle such suit or action without the consent of the DISTRICT. DISTRICT retains the right to participate in the defense against any such suit or action. The DISTRICT agrees to provide CONSULTANT with prompt notice of any such claims and to permit CONSULTANT to defend any claim or suit, and that it will cooperate fully in such defense.

### XIV. Insurance.

CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than July 30, 2007 CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured under said policy. Consultant agrees to maintain workers' compensation insurance as required under the laws of the state of California.

# XV. Assignment.

This AGREEMENT and/or the obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned or otherwise transferred by the CONSULTANT, without the prior written consent of DISTRICT. Any attempt to make such an assignment without DISTRICT's prior written consent shall be void.

## XVI. Compliance With Applicable Laws.

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

# XVII. Permits/Licenses.

CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

# XVIII. Employment With Public Agency.

CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

# XIX. **Entire Agreement/Amendment.**

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

## XX. Equal Opportunity Employment.

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

### XXI. <u>Non Waiver.</u>

The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

## XXII. Notice.

All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

#### **DISTRICT:**

#### **CONSULTANT:**

South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692

Attn: Robert Bramucci

Neudesic, LLC 8105 Irvine Center Dr., Suite 1200 Irvine, CA 92618 Attn: Jodi Schlessel

# XXIII. Severability.

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

# XXIV. Governing Law.

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

## XXV. Force Majeure.

Notwithstanding any other terms and conditions hereof, in the event that a Party is materially unable to perform any of its obligations hereunder because of severe weather, natural disasters, riots, wars, acts of terrorism, governmental action or other event of force majeure beyond such Party's control, then such Party shall, upon written notice to the other Party thereof, be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such Party shall at all times use its best efforts to resume such performance.

## XXVI. <u>Taxes.</u>

CONSULTANT shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this AGREEMENT, and all applicable sales, use, excise, transportation, privilege,

occupational and other taxes applicable to furnish the work performance hereunder and shall save DISTRICT harmless from liability for any such contributions, premiums, and taxes for CONSULTANT employees and sub-contractors, if applicable.

## XXVII. Personnel Qualifications And Performance.

CONSULTANT shall furnish all personnel which may be required to perform the work outlined within this AGREEMENT. CONSULTANT is required to provide qualified personnel and maintain the skill and experience levels of personnel through the AGREEMENT term. All personnel assigned to this AGREEMENT shall be approved by the DISTRICT as specified in Section 1 herein.

# XXVIII. <u>Disputes.</u>

In the event of any disputes or disagreement between the DISTRICT and CONSULTANT with respect to the interpretation of any provision of this AGREEMENT, or to the performance of the parties under this AGREEMENT, each party shall appoint a designated representative to meet, in good faith, to resolve the dispute or to negotiate an adjustment to any provision of this AGREEMENT within two weeks from the date of the communicated dispute. The representatives shall meet as often as the parties deem necessary in order to gather and exchange all applicable information with respect to the matter in issue which the parties believe appropriate to its resolution. No formal proceeding for the judicial resolution of any dispute or disagreement may be commenced until the representatives conclude in good faith that an amicable resolution of the matter in issue through continued negotiation does not appear likely.

# XXIX. Attorneys' Fees And Interest

In any dispute between the Parties, whether or not resulting in litigation, the party substantially prevailing shall be entitled to recover from the other party all reasonable costs, including, without limitation, reasonable attorneys' fees. In addition, such prevailing party shall be entitled to interest at ten percent (10%) per year from the date any amount should have been paid until the date such amount is paid.

### XXX. Records And Audit.

This AGREEMENT shall be subject to examination and audit for a period of one (1) year after final payment under this AGREEMENT. The examination and audit shall be confined to those matters connected with the performance of the AGREEMENT, including, but not limited to, the costs of administering the AGREEMENT. CONSULTANT shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be included in the performance of this AGREEMENT. CONSULTANT shall preserve and make available records to the DISTRICT and/or other representative agencies having a pecuniary or

other bona fide interest in the AGREEMENT including designees of the interested parties for a period of one (1) year from the date of expiration on this AGREEMENT or until released in writing from this obligation by the DISTRICT.

## XXXI. Conflicts Of Interest.

CONSULTANT shall not hire any officer or employee of DISTRICT to perform any service covered by this AGREEMENT. CONSULTANT affirms to the best of their knowledge that there exists no actual or potential conflict between CONSULTANT's family, business, or financial interest and the services provided under this AGREEMENT. In the event of change in either private interests or service under this AGREEMENT, any question regarding possible conflict of interest which may arise as a result of such change shall be raised with the DISTRICT.

### **Security Of Existing District Information.**

To preserve the security of campus automated information systems and confidentiality of data pertaining to students, faculty and staff, CONSULTANT and any subcontractors must exercise appropriate and adequate security precautions for such data and systems design information that is made available for the performance of this Agreement.

# XXXI. Compliance With Statutes And Regulations.

CONSULTANT warrants and certifies that in the performance of this AGREEMENT, it shall comply with all applicable statutes, rules and regulations and orders, including laws and regulations pertaining to labor, wages, hours and other conditions of employment, and applicable price ceilings, if any. Failure of the DISTRICT to insist on the strict performance of the terms, conditions, and agreements herein contained or any of them shall not constitute or be construed as a waiver or relinquishment of the DISTRICT's right thereafter to enforce strict compliance with any such terms, agreements or conditions, but the same shall continue in full force and effect.

## XXXII. Limitation of Liability.

Under no circumstances will NEUDESIC have any liability for any claim arising from or relating to this Agreement in excess of the amount paid to NEUDESIC by Client pursuant to this Agreement or received by NEUDESIC under any insurance policy required to be maintained herein. Neither Party shall have any liability for consequential, incidental, special or indirect damages (including loss of profit and business opportunities) regardless of whether the Party has been advised of, or is aware of, the possibility of such damages.

THIS AGREEMENT IS ENTERED INTO	THIS DAY OF, 2013.
South Orange County Community College District	Neudesic, LLC
By:Signature	By:Signature
Debra Fitzsimons, Vice Chancellor, Business Services	Parsa Rohani, CEO
	42-1528382Social Security or Taxpayer Identification Number

### **EXHIBIT A**

Standards and practices for identifying and resolving billing rate schedules for Software

Deliverables and Module defects including regression bugs (both pre-release and postrelease) and definitions of "mission critical" and "non-mission critical" bugs and timelines
required for CONSULTANT to fix each.

The major intents of EXHIBIT A are:

- 1. To provide definitions, criteria and processes for reviewing and resolving two types of post-production issues with software developed by CONSULTANT:
  - a. mission critical issues
  - b. non-mission critical, but important issues
- Establish acceptable levels of responsiveness by CONSULTANT to repair postproduction, mission critical software issues

 To define a process and set of criteria for resolving claims for financial remuneration in consideration of mission-critical defects in work product found within a limited time after the work product is in full production release.

### EXHIBIT A applies only when all of the following criteria are true:

- Software components and systems were designed, programmed and implemented by CONSULTANT pursuant to this AGREEMENT.
- Defect in software identified by DISTRICT was caused by an agent of CONSULTANT.
- Both DISTRICT and CONSULTANT agree that the identified defect in software meets the criteria stated herein for a "mission critical defect".
- Defect in software was identified by DISTRICT more than 10 calendar days and less than
   60 calendar days after the software was released to full production release.
- Defect in software is not explained by or caused by the requirements, business rules or design guidance provided to CONSULTANT by DISTRICT.

### **Definitions and Examples**

"Mission Critical Defect" shall mean any flaw in the software work product produced by CONSULTANT pursuant to this AGREEMENT that vitally impairs ability for DISTRICT to meet its operational mission as it relates to the intended purpose of said software, and whereupon such flaw is not explained by or caused by the requirements, business rules or design guidance provided to CONSULTANT by DISTRICT.

"Full Production Release" shall mean the single event or moment in time when the software system is made permanently available (and not in a pilot test) to all intended system users for real use in real operation procedures and transactions.

Examples of mission critical defects might include:

- SIS Student Accounts module failing to properly calculate account balance, leading to inaccurate financial records for many students.
- SIS Student Records module that corrupts or loses student grades, names, address, residency status or other similarly critical data elements that are key to records management and State or MIS Reporting requirements.

Examples of issues that are *not* mission critical defects might include:

- SIS Student Grades module displaying typographical errors in the descriptive text shown on the faculty grade submission web page.
- SIS Student Accounts module failing to properly calculate account balance for one student transaction during an academic term (e.g. 1 in 35,000).
- A mismatched data value on a small percentage (< 1%) of the records between the new</li>
   SIS database and the clean records in the legacy ALPHA database, where that data value
   does not affect State or MIS Reporting requirements, financial calculations, student
   transcripts or student enrollment rules.
- A web page that "does not look the way I would prefer".

- A set of web pages that do not flow the way some users would prefer, but is capable of
  performing the intended function, given the proper manual process and user willingness
  to operate the software.
- Any feature that functions as specified by the appropriately designated design group, but does not function according to inconsistent, changed or improved thinking.

### **Defect Escalation Process**

DISTRICT will notify CONSULTANT in writing, and within two (2) business days of discovery, of any post-release defects that DISTRICT considers to meet the criteria for remuneration as set forth in EXHIBIT A. DISTRICT will present the necessary information to CONSULTANT to assist in evaluating the defect for EXHIBIT A consideration. For the purposes of repairing any identified post-release mission critical defect, CONSULTANT and DISTRICT will proceed with the escalated defect repair processes without waiting for billing resolution decisions ad CONSULTANT will respond to reported mission critical defects reported within the first 60 days after full production release with CONSULTANT to begin investigation and repair within 12 hours during the normal business week and within 24 hours on holidays and weekends. For the purposes of determining any alterations in CONSULTANT billing, within 30 days of written escalation, DISTRICT and CONSULTANT will review and mutually decide upon the disposition of any defect identified by DISTRICT to be a post-release mission critical defect.

### **Timely Resolution**

Once notified by DISTRICT of a post-release mission critical defect, CONSULTANT shall either resolve the affected defect within five (5) business days from formal notification, or (in the

event that said defect cannot be repaired in that time) provide a written justification for the delay and advise DISTRICT of alternative measures that CONSULTNT and/or DISTRICT can take in a more timely manner. If CONSULTANT fails to provide a resolution or an alternative measure within this time window, CONSULTANT will discount contracted bull rate to 20% for any efforts expended by CONSULTANT in connection with resolving the affected defect.

### **Billing Effects**

For any defects that are escalated as described herein and are mutually disposed by DISTRICT and CONSULTANT to meet the criteria described herein, and only if CONSULTANT fails to provided a timely response, the following billing ramifications will take effect:

- CONSULTANT will discount the contracted hourly billing rate by 20% for any efforts
  expended by CONSULTANT in connection with resolving the affected defect,
  commencing from the date that CONSULTANT received notification from DISTRICT of
  the Defect Escalation.
- CONSULTANT will provide to DISTRICT a report of time spent by CONSULTANT in connection with resolving the affected defect.

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.8 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Contracts with Foundation for California Community

Colleges and Blackboard, Inc.

**ACTION**: Approval

### **BACKGROUND**

The Blackboard LMS and Student Services contracts are negotiated through the Foundation for California Community Colleges which provides state-wide discounts.

Blackboard, Inc. provides several services to the colleges including distance education class support, college mobile apps, access to technical support, and 7x24 help desk support for students.

### **STATUS**

These services require a regular renewal. The 2014-2015 district-wide cost for each service is:

Service	Exhibit	Contract Term	Contract Cost
Blackboard LMS License & Hosting	Α	2 years	\$ 352,054.00
Blackboard Mobile , Community Engagement and Hosting Infrastructure	В	1 year	\$ 389,058.65
Blackboard Student Services	С	1 year	\$ 102,733.38
TOTAL			\$ 843,846.03

Funding for these services will be provided by the college budgets using the standard FTES ratio.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the agreements, EXHIBITS A and C with the Foundation for California Community Colleges and EXHIBIT B with Blackboard, Inc., for a total amount not to exceed \$843,846.03.

Item Submitted by: Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services



### **Blackboard Renewal Form 2014-16**

College Name: South Orange County Community College District

Primary Contact: Secondary Contact (optional):

Name: Jim Gaston Name: Jeff Dorsz

Title: Director, IT - Academic Systems Title: Director, IT - Infrastructure & Security

Phone: 949-582-4336 Phone: 949-582-4308

Fax: 949-347-1284 Fax: 949-347-1284

New discounts are now available with Blackboard to include 24/7 IT Help Desk Services, Connect 2-way SMS and Mobile Solutions.

For more information, please contact Brad Mauro <u>brad.mauro@blackboard.com</u>

2014-2016 Blackboard License Renewal Pricing Summary				
Product Type	Price with FCCC Discount			
COURSE DELIV HENA 15-25K	\$69,045			
CUSTOM AUTHENT ICM -MH	\$2,500			
DATA INTEGRATION ICM -MH	\$4,500			
HOSTING CD HENA < 8K	\$52,560			
HST STAGING SERVER	\$34,691			
HOSTING RMAN BACKUP	\$12,731			
License Total Due 14-15	\$176,027			
Product Type	Price with FCCC Discount			
COURSE DELIV HENA 15-25K	\$69,045			
CUSTOM AUTHENT ICM -MH	\$2,500			
DATA INTEGRATION ICM -MH	\$4,500			
HOSTING CD HENA < 8K	\$52,560			
HST STAGING SERVER	\$34,691			
HOSTING RMAN BACKUP	\$12,731			
License Total Due 15-16	\$176,027			

Blackboard and the Foundation for California Community Colleges will continue to offer an agreement that will allow California Community Colleges to take advantage of discounts off current pricing and have visibility into costs over the next two years. By signing below you certify that you have read and agree to the Terms and Conditions contained in the Blackboard Software License Agreement and are making a **TWO** (2) year commitment to your Blackboard License renewal. In addition, your signature serves as purchase commitment for your institution.

PO Attached: Yes / No X PO #: RQ15-00610	
--	--

Signature:

Print Name: Dr. Debra Fitzsimons, Vice Chancellor, Business Services, SOCCCD

Return to: Foundation for California Community Colleges - CollegeBuys, 1102 Q Street, Suite 3500,

Sacramento, CA 95811 or Fax: 916-325-0844

Contact: Johanna Dizon / 916-325-0122 / jdizon@foundationccc.org

### **Renewal Notice**

THIS IS NOT AN INVOICE, DO NOT PAY

Exhibit B Page 1 of 3



Blackboard Inc. 650 Massachusetts Ave., NW 6th Floor Washington DC 20001 USA

Phone: (202) 463-4860 X2721 Fax: (202) 318-2619 Federal ID # 52-2081178

### Send Purchase Order to

Blackboard Finance Operations 650 Massachusetts Avenue NW, 6th Floor

Washington, DC 20001 USA Fax: (202) 318-2619

FinanceOps@blackboard.com

PO: RQ15-00613 / 00614

Unless otherwise notified, invoice will be sent to the address below.

#### **Client Contact Information**

South Orange County Community College District 28000 Marguerite Parkway Mission Viejo CA 92692-3635 USA <u>Client ID:</u> 100980

Renewal Notice Date: May 29, 2014

The renewal pricing listed below is based on your contract with Blackboard and is provided to facilitate generation of purchase orders for your upcoming renewal Item. The amounts listed below **do not** include applicable taxes, which will be assessed and included at the time of invoice.

#### **Renewal ID:** *Bb-041840*

Qty	Product Name	<b>Product Description</b>	<b>Start Date</b>	End Date	Price (USD)
1	MOBILE CENTRAL	Blackboard Mobile Central	07/01/2014	06/30/2015	41,178.43
1	MOBILE LEARN	Blackboard Mobile Learn	07/01/2014	06/30/2015	28,580.07
1	COMMUNITY ENGAGEMENT	Blackboard Community Engagement	07/01/2014	06/30/2015	45,699.15
1	HOSTING ADDL BANDWIDTH 1 MBPS	Blackboard Managed Hosting Bandwidth 1 MBPS	07/01/2014	06/30/2015	0.00
1	HOSTING ADDL BANDWIDTH 1 MBPS	Blackboard Managed Hosting Bandwidth 1 MBPS	07/01/2014	06/30/2015	0.00
1	HOSTING ADDL BANDWIDTH 1 MBPS	Blackboard Managed Hosting Bandwidth 1 MBPS	07/01/2014	06/30/2015	0.00
1	HOSTING ADDL BANDWIDTH 1 MBPS	Blackboard Managed Hosting Bandwidth 1 MBPS	07/01/2014	06/30/2015	0.00
1	HOSTING ADDL BANDWIDTH 1 MBPS	Blackboard Managed Hosting Bandwidth 1 MBPS	07/01/2014	06/30/2015	0.00

Qty	Product Name	<b>Product Description</b>	Start Date	End Date	Price (USD)	
1	HOSTING ADDL BANDWIDTH 1 MBPS	Blackboard Managed Hosting Bandwidth 1 MBPS	07/01/2014	06/30/2015	0.00	Page 2 of 3
1	HOSTING ADDL BANDWIDTH 1 MBPS	Blackboard Managed Hosting Bandwidth 1 MBPS	07/01/2014	06/30/2015	0.00	
1	HOSTING ADDL BANDWIDTH 1 MBPS	Blackboard Managed Hosting Bandwidth 1 MBPS	07/01/2014	06/30/2015	0.00	
1	ADDL HOSTING SERVICE UNIT	Blackboard Managed Hosting Additional Service Unit	07/01/2014	06/30/2015	35,500.00	
1	ADDL HOSTING SERVICE UNIT	Blackboard Managed Hosting Additional Service Unit	07/01/2014	06/30/2015	38,700.00	
1	ADDL HOSTING SERVICE UNIT	Blackboard Managed Hosting Additional Service Unit	07/01/2014	06/30/2015	29,560.00	
1	ADDL HOSTING SERVICE UNIT	Blackboard Managed Hosting Additional Service Unit	07/01/2014	06/30/2015	29,560.00	
1	HOSTING ADDL STORAGE 500GB	Blackboard Managed Hosting Storage 500GB	07/01/2014	06/30/2015	28,600.00	
1	HOSTING ADDL STORAGE 500GB	Blackboard Managed Hosting Storage 500GB	07/01/2014	06/30/2015	7,560.00	
1	HOSTING ADDL STORAGE 1TB	Blackboard Managed Hosting Storage 1TB	07/01/2014	06/30/2015	10,023.00	
1	HOSTING COMPLEX HOSTING MGR	Blackboard Managed Hosting Complex Hosting Manager	07/01/2014	06/30/2015	63,700.00	
1	HOSTED STAGING ENVIRONMENT	Blackboard Managed Hosting Staging Environment	07/01/2014	06/30/2015	13,398.00	
1	HOSTED TEST ENVIRONMENT	Blackboard Managed Hosting Test Environment	07/01/2014	06/30/2015	13,800.00	

Qty	Product Name	Product Description	Start Date	End Date	Price (USD)	
1	ICM DATA MANAGER TOOL	ICM For Data Manager Tool	07/01/2014	06/30/2015	3,200.00	Page 3 of 3
			Renewal Amoun	at (USD)	\$389,058.65	





College Name: South Orange County Community College District (Irvine & Saddleback)

Primary Contact	Secondary Contact		
Name: Jim Gaston	Name: Jeff Dorsz		
Title: Director, IT - Academic Systems	Title: Director, IT - Infrastructure & Security		
Email: jgaston@socccd.edu	Email: jdorsz@socccd.edu		
Phone: 949-582-4336	Phone: 949-582-4308		
949-347-1284	949-347-1284		
Fax:	Fax:		

Blackboard Student Services Learning Managed Contact Center Solutions for Customer will include:

# Support Portal and Knowledge Base:

Offering a fully hosted, web-based knowledge base designed to encourage self-service and empower users to maximize the value of their Blackboard Student Services Learning teaching and learning environment.

- The Blackboard Student Services Learning Knowledge Base allows for customized branding and generally integrates within and throughout commercial and open source Learning Management Systems
- Link directly to the Blackboard Student Services Learning Knowledge Base from the login page, or directly from a course by clicking on the "help" icon
- The Blackboard Student Services Learning knowledge base is searchable, customizable, and fully managed by a dedicated Blackboard Student Services Learning account manager
- Includes knowledge base articles, tip sheets, and animated tutorials
- For purposes of this Agreement, minimal customizations in 4 areas will be made available: and additional customizations are available for an additional set fee.

Password Reset Procedures\

Branding of the portal

Other areas to be determined by customer and Blackboard Student Services Learning

### Realtime eChat:

- The realtime eChat provides a direct, chat-based messaging link to a certified Blackboard Student Services Learning support representative; through the real time chat engine users may interact directly with a support representative 24/7/365.
- Provide users with a detailed chat transcript after each session
- Integrated with ticket tracking Support Applications to ensure comprehensive reporting of both chatbased and phone-based inquiries.

### **Toll Free Phone-based Support:**

- The operation will be fully staffed and available for both campus-based and distance learners 24/7/365.
- Customized Branding Privately Branded scripting and messaging will provide a seamless experience for users and administrators
- Strict Service Level Management Approach
- Detailed monthly reports providing number and type of service requests, as well as depth of usage within each of the application subsystems (i.e., gradebook, assessments, virtual classroom)
- Based on type and nature of inbound calls, Blackboard Student Services Learning will make recommended approaches for managing the Customer Knowledge Base
- **2. Additional Upgrade Options Colleges** will have the option to upgrade their services provided by Blackboard Student Services.

Course Management System Upgrade Options:
Privately Branded Fully Customizable Portal
Seats in a shared ticketing System

**Please return your PO and this signed form to:** FCCC, CollegeBuys Program, 1102 Q Street, Suite 3500 Sacramento, CA 95811

Contact: Johanna Dizon / 916-325-0122/ jdizon@foundationccc.org / FAX: 916-325-0844

**Additional Support Upgrade Option** Should a participating college request Blackboard Student Services to provide support for additional information technology applications. Blackboard Student Services and the college will determine the volume associated with supporting the application. A schedule will be completed with the volume and applications to be supported.

- Full SIMS portal add
- Netpromoter survey –add
- Platinum level support add
- Tier 2 support add

### 3. Methods of Accessing Support

The Support Service will include knowledge base, chat-based and phone-based support for all named students and faculty members. It is expected that international users will rely on chat-based support and knowledge-base tools.

### 4. Support Availability

Support will be available to faculty and students 24/7/365.**NOTE:** Blackboard Student Services Learning shall use best efforts to make the Support Applications and Support Solutions available to Customer. Notwithstanding, however, from time to time, it may be necessary to provide scheduled maintenance and upgrades to various components of the Support Applications and other technologies used in providing the Support Solutions. In such circumstances, there may be periodic downtime which Blackboard Student Services Learning will use its best efforts to schedule during non-busy time periods.

### 5. Monthly Reporting

Included in the support package are monthly reports outlining all incidents received during the period categorized by severity and affected application area. This information will be useful in adjusting certain program aspects to reduce the number of end-user problems in future months.

# 6. Service Level Agreement & Pricing Assumptions:

Blackboard Student Services' Managed Contact Center solutions include a service level warranty to ensure timely resolution of issues and response times, as follows:

Live Phone Average Speed to Answer Guarantee: under 3 Minutes, measured on a quarterly basis.

Upon notice to Customer or by Customer of Blackboard Student Services' failure to perform against stated service levels, Blackboard Student Services will have ten (10) days to remedy such failure(s). Upon the second notification for failure to perform for a stated monthly term, Blackboard Student Services shall have 3 business days to remedy and will apply a 10% credit of the call center operations fees for the current quarterly term to the Client's next invoice, if any.

Unless otherwise notified and affirmatively acknowledged by Blackboard Student Services, it is assumed that Client's incident volume per annum will be even throughout the term, and not exceed .6 incidents / Adjusted FTE; and, average resolved incident length will be no longer than 8 minutes and escalated incident length will be no longer than 4 minutes. Estimated resolution rate for first call will be 80%+; Service Levels warranties do not apply if the above values are under estimated or if special circumstances in Client's operations cause an unusual spike in support requests that demonstrate more than a 10% variance from Client's historic averages. In the event that Customer's incident volume exceeds the maximum assumed volume for the standard pricing in this contract, Customer will remit the Tru-up /maximum amount indicated above within 30 days of receipt of an invoice, and for each subsequent renewal period..

South Orange County Community College District Renewal Term: July 1, 2014 – June 30, 2015

Project/Account Management	Includes knowledge base provisioning and updating, work flow implementation and management, escalation customizations, survey completions for satisfaction monitoring, monthly reporting and monthly status conference calls – for Irvine and Saddleback.		
		\$ 9,000.00	

**Please return your PO and this signed form to:** FCCC, CollegeBuys Program, 1102 Q Street, Suite 3500 Sacramento, CA 95811

Contact: Johanna Dizon / 916-325-0122/ jdizon@foundationccc.org / FAX: 916-325-0844

Service Desk Infrastructure	Includes infrastructure expenses – overhead and FCCC processing Fee – includes Netpromoter Survey and SIMS Portal.	Page 3 of 3 \$ 15,406.38
Service Desk Operations	Based on Live support requests (phone, chat, web submission) based on FTE based model – 10,256 adjusted FTE (which allots for 6,154 live volume support incidents).	\$ 78.327.50
SIMS-Bb Learn Plugin Integration	The SIMS-Bb Learn Building Block (B2) is designed for use with the Integrated Agent Desk (also known as SIMS) which is a web application for BbSS agents. Agents use the IAD to access information quickly and securely to provide the most efficient caller experience.	\$ 0
Advanced Interactive Voice Response Implementation Cost & Annual Fee	IVR technology programmatically determines who a caller is based on a cell number or other unique identifier.  This capability eliminates lengthy upfront authentication questions during a caller interaction.	<u> </u>
		\$ 0
Total		\$ 102,733.38

By signing below you certify that you have read and agree to the Terms and Conditions contained in the Blackboard Student Services License Agreement. In addition, your signature serves as the purchase commitment for your institution.

Payment must be addressed to Foundation for California Community Colleges.

Signature:	
Print Name:	Dr. Debra Fitzsimons, Vice Chancellor, Business Services, SOCCCD

PO must be addressed to Foundation for California	
Community Colleges. Please return your PO with this	PO#: RQ15-00611
signed form.	

ITEM: 6.9 DATE: 6/23/14

**TO:** Board of Trustees

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

RE: SOCCCD: Board Policy Revision: BP-3340 Cellular Telephone /

Smartphone Allowance, BP-3520 Refreshments and Meals at District Functions, BP-5615 Student Records, Directory Information and

Privacy

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

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Council on May 8, 2014 for review and recommendation to the Chancellor.

# RECOMMENDATION

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

# **BOARD POLICY**

3340

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BUSINESS

# **EMPLOYEE** CELLULAR TELEPHONE / SMARTPHONE ALLOWANCE

Employees may receive a monthly allowance for the use of a cellular telephone or smartphone if it is warranted for district business. The Chancellor or designee shall establish an Administrative Regulation relating to an allowance for the use of a cellular telephone/smartphone in conjunction with district business. AR 3340 will outline the monthly allowance and usage limits. Board of Trustees may be reimbursed for their actual cellular telephone/smartphone expense.

The Chancellor or designee shall establish an Administrative Regulation relating to an allowance for the use of a cellular telephone/smartphone allowance in conjunction with District business.

# I. BOARD OF TRUSTEES

The SOCCCD Board of Trustees may be reimbursed for their District business use of a cellular telephone. Requests for reimbursement shall be submitted to the Chancellor. The reimbursement shall not exceed \$65 per month.

# II. EMPLOYEES OF THE DISTRICT

The Chancellor/College Presidents/Provost may designate employees to receive a monthly allowance for the use of a cellular telephone or smartphone. The allowance shall not exceed \$65 per month for a cellular telephone or \$130 per month for a smartphone. Employees experiencing high usage may request a high usage allowance upon proper documentation as required in AR 3340.

Motor vehicle drivers may not use wireless or cellular telephones while operating their vehicles without a hands-free listening device and shall comply with all requirements of California law regarding the use of wireless or cellular telephones in vehicles.

NOTE: Detailed language revised and moved to AR-3340.

### References:

*Vehicle Code Sections 12810.3, 23123, and 23124*;

Adopted: 10-26-04 Revised: 7-19-05 Revised: 10-27-08 Revised: 6-22-09 Revised: 12-07-09

# **BOARD POLICY**

3520

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUSINESS

# REFRESHMENTS AND MEALS AT DISTRICT FUNCTIONS

The Board of Trustees encourages public participation and awareness of community college district programs and activities through direct personal contact with individuals and community groups. The Board believes that the serving of refreshments and meals for District approved functions facilitates communication and increases public awareness of, the District and its colleges, and improves participation in District sponsored meetings and functions.

The Board of Trustees authorizes the serving of refreshments and/or meals as designated in the administrative procedures, AR-3520 - Refreshments and Meals at District Functions. .referenced below and designate or his/her designee to approve or disapprove all such requests prior to the event which are:

- 1. Events open to the public and/or representatives of other educational agencies;
- 2. Board, District-wide, College-wide and ATEP meetings, with college and/or district staff which may or may not include an outside partner representative (does not include division/school, departments or committee meetings).
- 3. Meetings including workshops, training and retreats, which are of sufficient length (greater than 4 hours) as to interfere with normal meal and break periods. One example could be a full workday training meeting during which break time refreshments and lunch are brought to the participants so that training can continue efficiently.

The cost of refreshments and meals which are served at duly authorized activities in accordance with this policy shall be paid from District funds and shall meet all legal and District requirements for expenditure of District funds (California Education Code, Section 70902). These expenditures shall be prudent and reasonable and the benefit to an individual may only be incidental.

State Staff Development funds may not be used for meals or refreshments, except for travel pursuant to AR 4052.

NOTE: Detailed language revised and moved to AR-3520.

Adopted: 11-05-90 Revised: 4-26-99 Revised: 9-29-03 Revised: 4-28-08

# BOARD POLICY

5615

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT STUDENTS-

# STUDENT RECORDS,: COMPLIANCE WITH FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA) DIRECTORY INFORMATION, AND PRIVACY

The Chancellor shall assure that student records are maintained in compliance with applicable federal and state laws relating to the privacy of student records.

The Chancellor may direct the implementation of appropriate safeguards to assure that student records cannot be accessed or modified by any person not authorized to do so.

Any currently enrolled or former student of the District has a right of access to any and all student records relating to him or her maintained by the District. Student access means that students may review or request copies of documents in their file. Original documents turned over to the District/College will remain in the student's file.

No District representative shall release the contents of a student record to any member of the public without the prior written consent of the student, other than directory information as defined in this policyAR 5615, and information sought pursuant to a court order, or lawfully issued subpoena, or as otherwise authorized by applicable federal and state laws.

Students shall be notified of their rights with respect to student records, including the definition of directory information. contained here, and that they may limit the information.

# **Directory information shall include:**

- 1. Student participation in officially recognized activities and sports including weight, height, and high school of graduation of athletic team members.
- 2. Degrees and awards received by students, including honors, scholarship awards, athletic awards and Dean's List recognition.
- 3. Dates of attendance.
- 4. Photo ID.
- 5. Enrollment status.

# Reference:

Calif. Ed. Code, Section 76200, et seq.;

Title 5, Calif. Code of Regulations, Section 54600, et seq.

Revised: 5-15-89 Revised: 4-26-99 Revised: 8-30-04 Revised: 1-31-05 Revised: 11-17-09

DATE: 6/23/2014

ITEM: 6.10

**TO:** Board of Trustees

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

RE: SOCCCD: Adopt Resolution No. 14-17: Classified Employee Layoff

**ACTION:** Approval

# **BACKGROUND**

As a result of lack of funds and/or lack of work, it is necessary to reduce one categorically funded classified position through reduction of hours.

# **STATUS**

The categorically funded classified position in Exhibit A shall be reduced. Order of layoff shall be determined in accordance with the education code and the collective bargaining agreement as applicable.

# RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 14-17 to approve the reductions and/or discontinuance of classified services shown in Exhibit A.

# **South Orange County Community College District**

# GOVERNING BOARD RESOLUTION 14-17

# **CLASSIFIED LAYOFF RESOLUTION**

BE IT RESOLVED that the Governing Board of the South Orange County Community College District, pursuant to the recommendation of the Chancellor, hereby determines that the following classified position be reduced, as of August 22, 2014 due to a lack of work and/or lack of funds:

Number of Positions  I	Job <u>Classification</u> FKCE Program Assistant (121) Categorically Funded Foster & Kinship Care Education P Pos #3986 Saddleback College	Assigned Time 40 hours/week 12 months/year Program/SBS	<u>Disposition</u> Reduced 15 hours
BE I	Γ FURTHER RESOLVED by the Gove	rning Board as follows:	
1.	That due to a lack of funds and/or la for this classified position and/or em reduced by layoff as specified above Article 17 of the Collective Bargain and the California School Employees	aployee and the amount of service, pursuant to Education Code ing Agreement ("Agreement") by	ce rendered shall be Section 88127 and
2.	That the Chancellor, or his designed affected classified employees (conspursuant to the requirements of law a	sidering displacement or bump	
3.	That said layoff shall become ef negotiations to the extent required by	•	subject to
4.	That employee laid off pursuant reemployment pursuant to Education Article 17.		
	g resolution is hereby ratified by the So 23 <sup>rd</sup> day of June, 2014 by the following		College District Governing
T.J. Prenderg	ast, III, President	Nancy M. Padberg, Vice Pr	esident
Marcia Milch	niker, Clerk	William O. Jay, Member	
David B. Lan	g, Member	Timothy Jemal, Member	

Gary L. Poertner, Chancellor

and Secretary to the Governing Board

James R. Wright, Member

ITEM: 6.11 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: 2014-2015 Full-Time Faculty Hiring Amendment

**ACTION**: Approval

# **BACKGROUND**

The hiring of qualified full-time faculty is a priority in advancing the missions of Irvine Valley College (IVC) and Saddleback College (SC). In an effort to meet the institution's obligation to provide academic accommodations in a timely manner, SC requests to hire a full-time business instructor.

The Board previously approved the 2014-2015 full-time faculty hiring agenda item on October 28, 2013.

Business faculty member Patrizia Goldberg tendered her resignation effective June 1, 2014. She was scheduled to teach two classes and a full load during Summer and Fall 2014, respectively. Ms. Goldberg has been instrumental in many of the various programs currently offered and has been highly involved with the growth of the program. Due to the growth and the desire to maintain a quality program focused on student success, the Division has found it difficult to staff specific business sections in the area Ms. Goldberg teaches, and with her resignation, it is imperative that a quality replacement is hired prior to the start of the Fall 2014 semester. Accordingly, the Business Science and Economic and Workforce Development Division requests that this position be filled for Fall 2014.

# STATUS

Through a collegial consultation processes at SC, a replacement full-time faculty position in Business was approved by the Division. The college president has reviewed the faculty hiring priority recommendations and has submitted to the Chancellor his recommendation to amend the 2014-2015 full-time faculty hiring list to include this new position as shown on Exhibit A.

# RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the amended 2014-2015 full-time faculty hiring list for SC to include the replacement full-time faculty Business position at SC.

# Saddleback College Tenure Track Hiring Authorization 2014-2015 Academic Year

Division	Academic Discipline	Position Type	Previously Approved by BOT
Business Science & Econ. Workforce Dev.	Real Estate	Replacement	10/29/2012
Health Science & Human Services	Medical Lab/Tech/Phlebotomy	Replacement	11/17/2008
Health Science & Human Services	Human Services	Replacement	10/25/2010
Liberal Arts	Composition	Replacement	10/25/2010
Math Science & Engineering	Math	Replacement	10/28/2013
Math Science & Engineering	Math	Replacement	10/28/2013
Math Science & Engineering	Computer Science	Replacement	10/25/2012
Online Education & Learning Resources	Instructional Librarian	Replacement	10/25/2010
Social & Behavioral Science	Child Development	Replacement	10/26/2009
Social & Behavioral Science	History	Replacement	10/28/2013
Social Behavioral Science	Anthropology	Replacement	10/28/2013
Counseling Services	Counselor	New	10/28/2013
Liberal Arts	Composition	New	10/28/2013
Transfer, Career & Special Programs	Veteran Coodinator/Counselor	New	10/28/2013
Transfer, Career & Special Programs	LD Specialist/DSPS Counselor	New	10/29/2012
Business Science & Econ. Workforce Dev.	Accounting	New	10/24/2011
Health Science & Human Services	Nursing	New	10/28/2013
Social & Behavioral Science	Sociology	New	10/29/2012
Social & Behavioral Science	Environmental Studies	New	10/29/2012
Counseling Services	Counselor	New	10/28/2013
Social & Behavioral Science	Psychology	New	10/28/2013
Liberal Arts	Composition	New	10/28/2013
Business Science & Econ. Workforce Dev.	Accounting	New	10/29/2012
Health Science & Human Services	Nursing	New	11/19/2012
Health Science & Human Services	Nursing	New	5/19/2014
Business Science & Econ. Workforce Dev.	Business Law Instructor	Replacement	

ITEM: 6.12 DATE: 6/23/14

TO: Board of Trustees

FROM: \ Gary L. Poertner, Chancellor

RE: SOCCCD: Agreement for Special Services: Liebert Cassidy Whitmore

ACTION: Approval

# **BACKGROUND**

The District has used the services of the legal firm Liebert Cassidy Whitmore since April 2001 to provide legal services for the community college legal matters. Liebert Cassidy Whitmore's last rate increase was July 2011.

# **STATUS**

Liebert Cassidy Whitmore reviews its hourly rates on an annual basis and if appropriate, adjusts them effective July 1. The firm recently notified the District that on July 1, 2014 hourly rates will increase due to the rising costs of doing business. The hourly rate for Partners will increase to \$295.00 from the previous range of between \$240.00 and \$290.00; the hourly rate for Of Counsel will increase to \$275.00 from the previous range between \$25.00 and \$260.00; the hourly rate for Associates will increase to a range between \$190.00 and \$255.00 from the previous range between \$160.00 and \$240.00; the hourly rate for Paraprofessionals and Litigation Support will change to a range between \$75.00 and \$150.00 from the previous rate of \$95.00.

# **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Liebert Cassidy Whitmore's revised fee schedule (EXHIBIT A) establishing a new range of rates for professional services, effective July 1, 2014.

Item Submitted By: David Bugay, Ph.D., Vice Chancellor, Human Resources & Employer/Employee Relations



ITEM: 6.12 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Agreement for Special Services, Legal, Liebert Cassidy

Whitmore

**ACTION:** Approval

# **BACKGROUND**

The District has used Liebert Cassidy Whitmore for consulting, representational, and legal services pertaining to employment relations matters and school law matters, including representation in negotiations and in administrative and court proceedings for many years. The District desires to continue to use the special legal services of Liebert Cassidy Whitmore.

# **STATUS**

Liebert Cassidy Whitmore would provide the District with specialized legal services as outlined in the contract for Liebert Cassidy Whitmore that is attached (EXHIBIT A) with legal fees and related costs based on the Public Agency Fee Schedule rates.

Estimated annual legal costs for this agreement are \$ 100,000 which is paid from the General Fund budget.

# RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the agreement (EXHIBIT A) with Liebert Cassidy Whitmore for specialized legal services pertaining to employment matters effective July 1, 2014 based on the terms and conditions outlined in the contract.

ITEM: 6.12 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Agreement for Special Services: Liebert Cassidy Whitmore

**ACTION:** Approval

# **BACKGROUND**

The District has used the services of the legal firm Liebert Cassidy Whitmore since April 2001 to provide legal services for the community college legal matters. Liebert Cassidy Whitmore's last rate increase was July 2011.

# **STATUS**

Liebert Cassidy Whitmore reviews its hourly rates on an annual basis and if appropriate, adjusts them effective July 1. The firm recently notified the District that on July 1, 2014 hourly rates will increase due to the rising costs of doing business. The hourly rate for Partners will increase to \$295.00 from the previous range of between \$240.00 and \$290.00; the hourly rate for Of Counsel will increase to \$275.00 from the previous range between \$225.00 and \$260.00; the hourly rate for Associates will increase to a range between \$190.00 and \$255.00 from the previous range between \$160.00 and \$240.00; the hourly rate for Paraprofessionals and Litigation Support will change to a range between \$75.00 and \$150.00 from the previous rate of \$95.00.

# RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Liebert Cassidy Whitmore's revised fee schedule (EXHIBIT A) establishing a new range of rates for professional services, effective July 1, 2014.

# LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

MAY 1 9 2014

LOS ANGELES | FRESNO | SAN FRANCISCO | SAN DIEGO

6033 WEST CENTURY BOULD AND SECTION AND SESSION OF SECTION AND SESSION OF SECTION AND SESSION OF SECTION AND SEC

April 30, 2014

STIEDEMANN@LCWLEGAL.COM (310) 981-2022

South Orange County Communty College District Dr. David Bugay Vice Chancellor of Human Resources 28000 Marguerite Parkway Mission Viejo, CA 92692

Re: Agreement for Special Services

Dear Valued Client:

Over the past thirty-four years, LCW has built a reputation as the leading public sector labor, employment and education law firm in California by achieving positive results for clients at a substantial value. Our creative legal strategies, our focus on labor, employment and education issues, and our unparalleled depth and breadth of experience set us apart. Expert legal counsel can make the crucial difference in your agency's successful navigation of difficult legal issues – that is why clients entrust LCW with their most complex problems and their highest stakes negotiations and litigation.

We have not increased rates in three years, but the rising costs of doing business – from the price of office space to health care to employee compensation – necessitates doing so now to ensure that we continue to attract and retain the best legal talent. A schedule of rates is attached.

Exceptional legal counsel saves time and money and leads to successful results. We are confident that our new rates will allow us to continue to deliver the best possible legal services at an excellent value. If you have any questions regarding this notice, or any other matter involving our Legal Services Agreement, please do not hesitate to contact me directly.

Sincerely,

LIEBERT CASSIDY WHITMORE

Y. Scott Tiedemann Managing Partner

# LIEBERT CASSIDY WHITMORE

FEE SCHEDULE (EFFECTIVE JULY 1, 2014)

# **HOURLY RATES**

Partners \$295.00

Of Counsel \$275.00

Associates \$190.00 - \$255.00

Paraprofessionals & Litigation Support \$75.00 - \$150.00

# **AGREEMENT FOR SPECIAL SERVICES**

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation ("Attorney"), and the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ("District").

# 1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until District returns a properly signed and executed copy of this Agreement.

# 2. <u>Attorney's Services</u>

Attorney agrees to provide District with consulting, representational and legal services pertaining to employment relations matters and school law matters, including representation in negotiations and in administrative and court proceedings, as requested by District or otherwise required by law.

# 3. Fees, Costs, Expenses

District agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The current range of hourly rates for Attorney time is from One Hundred Ninety to Two Hundred Ninety-Five Dollars (\$190.00 - \$295.00), and from Seventy-Five to One Hundred Fifty Dollars (\$75.00 - \$150.00) for time of paraprofessional and litigation support staff (Exhibit 1). Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the District with written notification with a minimum of 60 days advance notification of any adjustment in the range of rates. Attorneys, paraprofessional and litigation support staff bill their time in

minimum units of one-tenth of an hour. Rate increases that would exceed the agreed fee schedule range within this contract would require an amended executed contract.

District agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of District. Attorney bills photocopying charges at Fifteen Cents (\$.15) per page and facsimile charges at Fifty Cents (\$0.50) per page. A Public Agency Fee Schedule (Exhibit 1) is attached to this Agreement.

Payment by District against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

# 4. Arbitration of Professional Liability or Other Claims

<u>Disputes</u>. If a dispute between District and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between District and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of

# REPLACEMENT PAGES

professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. Each party is to bear its own attorney's fees and costs.

# 5. File Retention

After our services conclude, Attorney will, upon District's request, deliver the file for the matter to District, along with any funds or property of District's in our possession. If District requests the file for the matter, Attorney will retain a copy of the file at the District's expense. If District does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If District does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to District. At any point during the seven (7) year period, District may request delivery of the file.

# 6. Assignment

This Agreement is not assignable without the written consent of District.

# 7. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of District.

# 8. <u>Authority</u>

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

# 9. <u>Term</u>

This Agreement is effective July 1, 2014, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE, A Professional Corporation	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	
By:	Ву:	
Name:	Name: Dr. Debra L. Fitzsimons	
Title:	Title: Vice Chancellor, Business Services	
Date:	Date:	

# Exhibit 1.

# I. PUBLIC AGENCY FEE SCHEDULE

# Hourly Rates (As of Agreement Effective Date)

Partners \$295.00

Of Counsel \$275.00

Associates \$190.00 - \$255.00

Paraprofessionals & Litigation Support \$75.00 - \$150.00

# II COST SCHEDULE

1. Photocopies \$0.15 per copy

2. Facsimile Transmittal \$0.50 per page

# LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

MAY 19 2014

LOS ANGELES | FRESNO | SAN FRANCISCO | SAN DIEGO

HUMAN RESOURCES
6033 WEST CENTURY BOULEVALS EGD 500
LOS ANGELES, CALIFORNIA 90045
T: (310) 981-2000 F: (310) 337-0837

STIEDEMANN@LCWLEGAL.COM (310) 981-2022

April 30, 2014

South Orange County Communty College District Dr. David Bugay Vice Chancellor of Human Resources 28000 Marguerite Parkway Mission Viejo, CA 92692

Re: Agreement for Special Services

# Dear Valued Client:

Over the past thirty-four years, LCW has built a reputation as the leading public sector labor, employment and education law firm in California by achieving positive results for clients at a substantial value. Our creative legal strategies, our focus on labor, employment and education issues, and our unparalleled depth and breadth of experience set us apart. Expert legal counsel can make the crucial difference in your agency's successful navigation of difficult legal issues – that is why clients entrust LCW with their most complex problems and their highest stakes negotiations and litigation.

We have not increased rates in three years, but the rising costs of doing business – from the price of office space to health care to employee compensation – necessitates doing so now to ensure that we continue to attract and retain the best legal talent. A schedule of rates is attached.

Exceptional legal counsel saves time and money and leads to successful results. We are confident that our new rates will allow us to continue to deliver the best possible legal services at an excellent value. If you have any questions regarding this notice, or any other matter involving our Legal Services Agreement, please do not hesitate to contact me directly.

Sincerely,

LIEBERT CASSIDY WHITMORE

J. Scott Tiedemann Managing Partner

# LIEBERT CASSIDY WHITMORE

# FEE SCHEDULE

(EFFECTIVE JULY 1, 2014)

# **HOURLY RATES**

Partners \$295.00

Of Counsel \$275.00

Associates \$190.00 - \$255.00

Paraprofessionals & Litigation Support \$75.00 - \$150.00

ITEM: 6.13 DATE: 6/23/14

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

# **RECOMMENDATION**

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

Item Submitted By: David Bugay, Ph.D., Vice Chancellor, Human Resources & Employer/Employee Relations

# ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS

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

- 1. **ADMINISTRATIVE EMPLOYMENT** (Ratified Pursuant to Board Policy 4002.1)
  - a. DOUGHTY, CORINE, is to be employed as Dean of Instruction, Economic & Workforce Development, Pos #4870, Academic Administrator Salary Range 22, Step 4, Office of Instruction, Irvine Valley College, effective July 28, 2014. This is a replacement position for Kathy Werle, who received a promotion. (Exhibit B, Attachment 1)
  - b. LA MONICA, GINA, is to be employed as Dean of Advanced Technology & Applied Science, Pos #4617, Academic Administrator Salary Range 22, Step 2, Division of Advanced Technology & Applied Science, Saddleback College, effective July 14, 2014. This is a replacement position for Don Taylor, who retired. (Exhibit B, Attachment 2)
- 2. **ACADEMIC EMPLOYMENT** (Ratified Pursuant to Board Policy 4002.1)
  - a. ALFARO, SHANNON, is to be employed as Computer Science Instructor, Pos #1499, Division of Mathematics, Science & Engineering, Saddleback College, effective August 11, 2014. Approximate Salary Placement: Class II, Step 3. This is a replacement position for Christina Carroll, who retired. (Exhibit B, Attachment 3)
  - b. DONAVAN, KEITH, is to be employed as Chemistry Instructor, Pos #1539, School of Physical Sciences & Technologies, Irvine Valley College, effective August 11, 2014. Approximate Salary Placement: Class V, Step 1. This is a replacement position for Walter Floser, who retired. (Exhibit B, Attachment 4)
  - c. MCWHORTER, AMY, is to be employed as Biology Instructor (Anatomy/Physiology), Pos #4723, School of Biological Sciences, Irvine Valley College, effective August 11, 2014. Approximate Salary Placement: Class V, Step 1. This is a new position approved by the Board of Trustees on October 19, 2012. (Exhibit B, Attachment 5)
  - d. OSBORN, SEAN, is to be employed as Human Services Instructor, Pos #1726, Division of Health Sciences & Human Services, Saddleback College, effective August 11, 2014. Approximate Salary Placement: Class II, Step 1. This is a replacement position for Richard Wilson, who retired. (Exhibit B, Attachment 6)
  - e. PHEASANT, SEAN, is to be employed as Chemistry Instructor, Pos 4198, School of Physical Sciences & Technologies, Irvine Valley College, effective August 11, 2014. Approximate Salary Placement: Class V, Step 1. This is a new position approved by the Board of Trustees on October 26, 2009. (Exhibit B, Attachment 7)
  - f. RANGEL, EFREN, is to be employed as Counselor (Generalist), Pos #4896, Division of Counseling Services & Special Programs, Saddleback College, effective July 28, 2014. Approximate Salary Placement: Class II, Step 1. This is a new position approved by the Board of Trustees on October 28, 2013. (Exhibit B, Attachment 8)

# A. <u>NEW PERSONNEL APPOINTMENTS</u> - Continued

# 2. **ACADEMIC EMPLOYMENT** (Ratified – Pursuant to Board Policy 4002.1)

- g. RUSSO, JOHN, is to be employed as Entrepreneurship/Management Instructor, Pos #1673, School of Business Sciences, Irvine Valley College, effective August 11, 2014. Approximate Salary Placement: Class II, Step 1. This is a replacement position for Kenn Bennett, who resigned. (Exhibit B, Attachment 9)
- h. TCHAIKOVSKY, BENNET, is to be employed as Accounting Instructor, Pos #1708, School of Business Sciences, Irvine Valley College, effective August 11, 2014.
   Approximate Salary Placement: Class V, Step 1. This is a replacement position for Torrance Thorpe, who retired. (Exhibit B, Attachment 10)

### 3. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF

			Approx.	
			<u>Salary</u>	
<u>Applicant</u>	Highest Degree	Assignment	<u>Placement</u>	Start Date
Brooks, Taylor	AA/Automotive	Automotive/SC	I/1	08/18/14
Carter, Teryn	MM/Music	Music/SC	II/1	08/18/14
Cueva, Monica	MS/Education/TESOL	ESL/SC	II/1	08/18/14
Fadness, Soon-Ah	MA/Philosophy	Philosophy/SC	II/1	08/18/14
Fanego, Christopher	MA/Sociology	Sociology/IVC	II/1	08/18/14
Gaudet, Jennifer	ME/TESOL	ESL/IVC	II/1	08/18/14
Golden, Kristin	MA/English	ESL/IVC	II/1	08/18/14
Harrington, Andrew	PhD/Cultural Studies	Humanities/IVC	V/1	08/18/14
St. Marseille, Daniel	MA/Performance Jazz	Music/IVC	II/1	08/18/14
Stokes, Brian	MA/Anthropology	Anthropology/SC	II/1	08/18/14
Wright, Justin	MS/Biology	Biology/IVC	II/1	08/18/14

# **EQUIVALENCY**

As outlined in the Academic Hiring Policies, Division 1, Part 4, Section 3B, Review of Equivalent Minimum Qualifications, members of the hiring committee, including faculty with discipline expertise, have met and rendered an affirmative decision that each recommended candidate possesses the educational background equivalent to the minimum qualifications for each respective position. As such, the following individuals are submitted for approval/ratification as part-time instructors under Equivalencies as outlined in the Title 5 Regulations and Minimum Qualifications, Article 2, Section 53430.

			Approx.	
			<u>Salary</u>	
<b>Applicant</b>	Highest Degree	<u>Assignment</u>	Placement	Start Date
Miremadi, Ali	PhD/ Linguistics	Elem. Persian/SC	V/1	08/18/14

Equivalency is based on a Bachelor of Arts Degree in English Literature from the University of Isfahan, Iran; a Dip TEFEL (Teaching English as Foreign Language) from Teachers' Training College from Tehran, Iran; Master of Arts in Teaching English as a Foreign Language from UWIT, Cardiff. UK; and a PhD in Linguistics from Michigan State University. Dr. Miremadi has over thirty years of experience teaching.

# A. <u>NEW PERSONNEL APPOINTMENTS</u> – Continued

4. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4002.1)

			Approx.	
			<u>Salary</u>	
<u>Applicant</u>	Highest Degree	<u>Assignment</u>	<u>Placement</u>	Start Date
Allen, Kim	MA/Latin Amer. Hx	Culinary/SC	II/1	05/27/14
Beasley, Melanie	PhD/Anthropology	Anthropology/SC	V/1	05/27/14
Bosanko, Robert	MA/Physical Educ.	Kinesiology/SC	II/4	05/27/14
Brooks, Taylor	AA/Auto Tech.	Auto/SC	I/1	05/27/14
Carter, Teryn	MA/Music	Music/SC	II/1	06/02/14
Collinson, Mark	MBA/Finance	Economics/SC	II/9	06/16/14
Hiesinger, Margaret	PhD/Anthropology	Anthropology/SC	V/1	05/27/14
Lam, Mymy	MA/Counseling	Counseling/IVC	II/1	05/27/14
Lindsey-Frugis, Shannon	MA/Fashion/Textiles	Fashion/SC	II/1	05/27/14
Reader, Luke	PhD/History	History/SC	V/1	05/27/14
Sanchez, Sylvia	MS/Edu. Counseling	Counseling/IVC	II/4	05/27/14
Yahia, Ilham	MS/French Lit.	French/IVC	II/1	06/16/14

# B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2013/2014 fiscal years.

		Not to Exceed	
Name	Activity	Amount (\$)	Effective Date
Brady, Kenneth	Secretary, Academic Senate/SC	2,764.00	05/27/14-08/08/14
Cesareo, Claire	President, Faculty Association/SC	1,382.00	05/27/14-08/08/14
Cesareo, Claire	Coordinator, EPA/SC	2,764.00	05/27/14-08/08/14
Chang, Sarah	AVID Higher Education Work/SC	2,094.00	05/27/14-08/08/14
Choo, Brooke	Facilitator, Student Success Ctr/IVC	2,143.50	05/27/14-08/08/14
Cox, Barbara	Coordinator, EPA/SC	4,188.00	05/27/14-08/08/14
D'Arcy, Kim	Vice President, Acad. Senate/SC	2,764.00	05/27/14-08/08/14
DeSaracho, Mariana	AVID Higher Education Work/SC	4,188.00	05/27/14-08/08/14
Engels, Michael	AVID Higher Education Work/SC	2,094.00	05/27/14-08/08/14
Gilman, Bruce	Co-Coord. SSI/AVID Liaison/SC	4,188.00	05/27/14-08/08/14
Horlings, Jane	Coordinator, Flex Week/SC	4,188.00	05/27/14-08/08/14
Hurlbut, Diana	Chair, Curriculum Committee/IVC	2,143.50	05/27/14-08/08/14
Leppien-Christensen, K	Chair, Curriculum Committee/SC	2,764.00	05/27/14-08/08/14
Long, Lewis	Chief Negotiator, Fac. Assoc./IVC	1,390.00	05/27/14-08/08/14
Mathur, Roopa	Accred./DE Co-Coordinator/IVC	4,170.00	05/27/14-08/08/14
McKim, Brett	Flex Officer, Acad. Affairs/IVC	1,714.80	05/27/14-08/08/14
Meyer, Clifford	Vice President, Acad. Senate/SC	2,764.00	05/27/14-08/08/14
Millovich, June	SLO/AUO Coordinator/SC	2,764.00	05/27/14-08/08/14
Ochoa, Heidi	Prgm Review/AUR Coordinator/SC	2,764.00	05/27/14-08/08/14
Pak, Joseph	Guest Lecture Series Speaker/SC	100.00	05/16/14-05/15/14
Quinlan, Emily	AVID Higher Education Work/SC	1,382.00	05/27/14-08/08/14
Rosenberg, Alannah	Honors Chair/SC	4,188.00	05/27/14-08/08/14
Ryals, Kay	Director, Honors Program/IVC	2,143.50	05/27/14-08/08/14
Schmeidler, Kathy	President, Academic Senate/IVC	4,287.00	05/27/14-08/08/14

# 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 2013/2014 fiscal years.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
Serpas, Summer	Facilitator, Writing Center/IVC	2,143.50	05/27/14-08/08/14
Sheldon, Joel	Facilitator, Math Lab/IVC	2,143.50	05/27/14-08/08/14
Skaff, Penelope	Co-Coord., Stud. Success Init./SC	2,764.00	05/27/14-08/08/14
Stephens, Blake	President Elect, Acad. Senate, /SC	2,764.00	05/27/14-08/08/14
Stinson, Amy	Accred./DE Co-Coordinator 1/IVC	4,170.00	05/27/14-08/08/14
Stinson, Amy	Accred./DE Compliance/IVC	4,170.00	05/27/14-08/08/14
Urell, Robert	Vice President, Acad. Senate /IVC	4,287.00	05/27/14-08/08/14
Walsh, Daniel	President, Academic Senate/SC	2,764.00	05/27/14-08/08/14

2. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated at their respective hourly rate for Non-Instructional Assignments/Projects (3-for-1) for 2013/2014 fiscal year.

<u>Name</u>	Assignment/Project	Effective Date
Anderson, Michael	Read/Grade Writing Samples, ESL/IVC	06/16/14-08/08/14
Anderson, Michael	Read/Grade Writing Samples, ESL/IVC	08/18/14-12/20/14
Bander, Carol	Read/Grade Writing Samples, ESL/SC	08/18/14-12/20/14
Beasley, James	Read/Grade Writing Samples, ESL/IVC	06/16/14-08/08/14
Beasley, James	Read/Grade Writing Samples, ESL/IVC	08/18/14-12/20/14
Beck, Rebecca	Read/Grade Writing Samples, ESL/IVC	06/16/14-08/08/14
Beck, Rebecca	Read/Grade Writing Samples, ESL/IVC	08/18/14-12/20/14
Betts, Robert	Read/Grade Writing Samples, ESL/IVC	06/16/14-08/08/14
Betts, Robert	Read/Grade Writing Samples, ESL/IVC	08/18/14-12/20/14
Brown, Kevin	Read/Grade Writing Samples, ESL/IVC	06/16/14-08/08/14
Brown, Kevin	Read/Grade Writing Samples, ESL/IVC	08/18/14-12/20/14
Daniels, Stevie	Read/Grade Writing Samples, ESL/SC	08/18/14-12/20/14
Do, Anhvy	Read/Grade Writing Samples, ESL/IVC	06/16/14-08/08/14
Do, Anhvy	Read/Grade Writing Samples, ESL/IVC	08/18/14-12/20/14
Fesler, Susan	Read/Grade Writing Samples, ESL/IVC	06/16/14-08/08/14
Fesler, Susan	Read/Grade Writing Samples, ESL/IVC	08/18/14-12/20/14
Henderson, Pamela	Read/Grade Writing Samples, ESL/IVC	06/16/14-08/08/14
Henderson, Pamela	Read/Grade Writing Samples, ESL/IVC	08/18/14-12/20/14
Hildebrand, Colleen	Read/Grade Writing Samples, ESL/IVC	06/16/14-08/08/14
Hildebrand, Colleen	Read/Grade Writing Samples, ESL/IVC	08/18/14-12/20/14
Lam, Chin	Read/Grade Writing Samples, ESL/SC	08/18/14-12/20/14
Lebauer, Roni	Read/Grade Writing Samples, ESL/SC	08/18/14-12/20/14
Livote, Michelle	Read/Grade Writing Samples, ESL/IVC	06/16/14-08/08/14
Livote, Michelle	Read/Grade Writing Samples, ESL/IVC	08/18/14-12/20/14
Luther, Barbara	Read/Grade Writing Samples, ESL/IVC	06/16/14-08/08/14
Luther, Barbara	Read/Grade Writing Samples, ESL/IVC	08/18/14-12/20/14
Man, Gina	Read/Grade Writing Samples, ESL/IVC	06/16/14-08/08/14
Man, Gina	Read/Grade Writing Samples, ESL/IVC	08/18/14-12/20/14
McGirr, Julie	Read/Grade Writing Samples, ESL/IVC	06/16/14-08/08/14

# B. ADDITIONAL COMPENSATION: GENERAL FUND – Continued

2. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated at their respective hourly rate for Non-Instructional Assignments/Projects (3-for-1) for 2013/2014 fiscal year.

<u>Name</u>	Assignment/Project	Effective Date
McGirr, Julie	Read/Grade Writing Samples, ESL/IVC	08/18/14-12/20/14
Schultz, Dolores	Read/Grade Writing Samples, ESL/SC	08/18/14-12/20/14
Stern, Heather	Read/Grade Writing Samples, ESL/IVC	06/16/14-08/08/14
Stern, Susan	Read/Grade Writing Samples, ESL/IVC	06/16/14-08/08/14
Stern, Susan	Read/Grade Writing Samples, ESL/IVC	08/18/14-12/20/14
Streider, Anna	Read/Grade Writing Samples, ESL/IVC	06/16/14-08/08/14
Streider, Anna	Read/Grade Writing Samples, ESL/IVC	08/18/14-12/20/14
Voisard, Norbert	Read/Grade Writing Samples, ESL/IVC	06/16/14-08/08/14
Voisard, Norbert	Read/Grade Writing Samples, ESL/IVC	08/18/14-12/20/14
Wilson, Jeffrey	Read/Grade Writing Samples, ESL/IVC	06/16/14-08/08/14
Wilson, Jeffrey	Read/Grade Writing Samples, ESL/IVC	08/18/14-12/20/14

# C. <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 2013/2014 fiscal years.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
Aminy, Marina	Common Assess. Initiative Proj./SC	2,763.78	05/27/14-08/08/14
Bennett, Michael	CTE Sustainability/Perkins/SC	200.00	06/12/14-06/13/14
Bowman, Donald	CTE Social Needs/Perkins/SC	250.00	06/04/14-06/06/14
Cox, Barbara	CTE Social Needs/Perkins/SC	2,100.00	01/21/14-05/23/14
Cox, Barbara	CTE Social Needs/Perkins/SC	2,000.00	06/02/14-06/25/14
Cox, Barbara	CTE Sustainability/Perkins/SC	300.00	06/12/14-06/13/14
DeDonno, Thomas	CTE Faculty Student Mentor/SC	585.00	04/07/14-05/22/14
Eckmann, Helen	CTE Sustainability/Perkins/SC	400.00	05/27/14-06/13/14
Farnsworth, Robert	CTE Sustainability/Perkins/SC	200.00	06/12/14-06/13/14
Fredrickson, Scott	CTE Social Needs/Perkins/SC	2,500.00	06/02/14-06/25/14
Gilman, Bruce	Common Assess.Init.Project/SC	2,763.78	05/27/14-08/08/14
Gonzalez, Frank	B2E Program Math Lead/SC	8,507.00	08/11/14-12/20/14
Grihalva, Lawrence	HIT Program Coordinator/SC	1,376.80	08/19/13-12/20/13
Grihalva, Lawrence	HIT Program Coordinator/SC	1,376.80	01/21/14-05/22/14
Guy, Georgina	CalWORKs Coordinator/SC	5,013.00	08/18/14-12/12/14
Haley, Edgar	B2E Program Math Jam Lead/SC	1,820.60	08/11/14-08/15/14
Hiduke, Gail	CTE Social Needs/Perkins/SC	250.00	06/04/14-06/06/14
Hiduke, Gail	CTE Sustainability/Perkins/SC	200.00	06/12/14-06/13/14
Himes, Marjorie	Foundation Gala Performance/SC	250.00	04/12/14-04/12/14
Huntington, John	Music Program Duties/SC	1,000.00	05/01/14-05/20/14
Inlow, Lisa	CTE Faculty Student Mentor/SC	585.00	04/07/14-05/22/14
Inlow, Lisa	CTE Sustainability/Perkins/SC	200.00	06/12/14-06/13/14
Johnson, Paul	Jazz Program Duties/SC	70.00	03/12/14-05/22/14
Knapp, Rebecca	CTE Social Needs/Perkins/SC	2,500.00	06/02/14-06/25/14

# C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for 2013/2014 fiscal years.

		Not to Exceed	
<u>Name</u>	Activity	Amount (\$)	Effective Date
Knapp, Rebecca	CTE Sustainability/Perkins/SC	200.00	06/12/14-06/13/14
Knapp, Rebecca	CTE Coord, Entrepreneurship/SC	780.00	01/14/14-05/23/14
Knapp, Rebecca	CTE Social Needs/Perkins/SC	250.00	06/04/14-06/06/14
Manchik, Victor	CTE Social Needs/Perkins/SC	550.00	06/02/14-06/06/14
Manchik, Victor	CTE Sustainability/Perkins/SC	250.00	06/12/14-06/13/14
McCarthy, Barry	CTE Social Needs/Perkins/SC	250.00	06/04/14-06/06/14
McCarthy, Barry	CTE Sustainability/Perkins/SC	200.00	06/12/14-06/13/14
McHendry, Joshua	Post-Production Svcs CTVR/SC	750.00	05/01/14-05/22/14
McLaughlin, June	CWE Coordinator/IVC	1,125.00	03/01/14-05/23/14
McLaughlin, June	CWE Coordinator/IVC	1,125.00	05/27/14-06/30/14
McNulty, Karen	Scenic Art/Theatre Perform./SC	600.00	03/01/14-03/31/14
Pinter, Gerald	Jazz Program Duties/SC	70.00	03/12/14-03/19/14
Pollizzi, Vincent	CTE Sustainability/Perkins/SC	200.00	06/12/14-06/13/14
Quinlan, Emily	CTE Social Needs/Perkins/SC	250.00	06/04/14-06/06/14
Quinlan, Emily	CTE Sustainability/Perkins/SC	200.00	06/12/14-06/13/14
Silveira, Lisa	Common Assess. Initiative Proj./SC	2,763.78	05/27/14-08/08/14
Skaff, Penelope	Common Assess. Initiative Proj./SC	2,763.78	05/27/14-08/08/14
Smith, Christina	Partner, Teacher Prep./ Pipeline/SC	750.00	01/21/14-05/14/14
Smith, Jeanne	Common Assess. Initiative Proj./SC	2,763.78	05/27/14-08/08/14
Stephens, Blake	CTE Sustainability/Perkins/SC	200.00	06/12/14-06/13/14
Stephens, Blake	CTE Social Needs/Perkins/SC	500.00	06/02/14-06/25/14
Stevenson, R. Glen	CTE Social Needs/Perkins/SC	1,400.00	06/02/14-06/25/14
Tanriverdi, Fawn	EOPS/CARE Faculty Coord./IVC	3,442.00	08/18/14-12/20/14
Tatarian, Bruce	CTE Social Needs/Perkins/SC	250.00	06/04/14-06/06/14
Tatarian, Bruce	CTE Sustainability/Perkins/SC	200.00	06/12/14-06/13/14
Titus, Jodi	CTE Faculty Pgrm Director/IVC	2,800.00	01/21/14-05/22/14
Vago, Malia	CTE Faculty Student Mentor/SC	585.00	04/07/14-05/22/14
Vogel, Jeff	Common Assess. Initiative Proj./SC	2,763.78	05/27/14-08/08/14
Volz, Matthew	Youth Entrepreneurship Pgrm/IVC	2,200.00	05/27/14-06/30/14
Welhan, Lydia	WorldShare Clean-up Project/SC	4,570.98	06/02/14-08/08/14
Woolgar, David	Youth Entrepreneurship Pgrm/IVC	2,200.00	05/27/14-06/30/14
Yell, Lacey	Foundation Gala Performance/SC	250.00	04/12/14-04/12/14
Zoval, James	B2E Program Science Lead/SC	8,507.00	08/11/14-12/20/14

# **D.** EXTENSION OF TEMPORARY ADMINISTRATIVE ASSIGNMENT (Ratified – Pursuant to Board Policy 4002.1)

1. BLANCHARD, BARBARA, ID #19572, Acting Dean of Instruction, Economic and Workforce Development, Pos #4873, Office of the Vice President for Instruction, Irvine Valley College, Integrated Academic/Classified Administrators/Managers Salary Range 22, Step 4, full-time, 40 hours per week, assignment is to be extended effective July 1, 2014 to July 31, 2014 or sooner.

- **D.** <u>EXTENSION OF TEMPORARY ADMINISTRATIVE ASSIGNMENT</u> (Ratified Pursuant to Board Policy 4002.1) Continued
  - 2. <sup>1</sup>BUSCHE, DONALD, ID #1263, Acting Academic Director of Economic and Workforce Development, Division of Business Science and Workforce Development, Saddleback College, Integrated Academic/Classified Administrators/Managers Salary Range 19, Step 8, at 37.5 percent of full time (15 hours per week), effective July 1, 2014 through December 31, 2014, or sooner. This is a new position approved by the Board of Trustees on August 26, 2013.
  - 3. <sup>2</sup>KELLY, WILLIAM, ID #1233, Acting Board Policies and Administrative Regulations Program Director, Pos #4649, Office of Administrative and Business Services, District, Integrated Academic/Classified Administrators/Managers Salary 19, Step 6, 30 percent of full time (12 hours per week) assignment is to be extended effective July 1, 2014 through December 31, 2014, or sooner.

### E. FULL-TIME FACULTY RETRACTION OF ACCEPTANCE OF POSITION

1. MORRIS, APRIL, retraction of acceptance of Accounting Instructor, Pos # 1708, School of Business Sciences, Irvine Valley College, effective August 11, 2014. <u>Appointment of April Morris was approved by the Board of Trustees on May 19, 2014</u>.

### F. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

- 1. GOLDBERG, PATRIZIA, ID #1181, Business Law Instructor, Division of Business Science & Economic Workforce Development, Saddleback College, Pos #3911, resignation effective May 23, 2014, and retirement effective June 1, 2014. Payment is authorized for any compensated time off. (Start date: August 18, 1987).
- 2. MCGRATH, GERALD, ID #3013, Communication Arts (Photo) Instructor, Division of Fine Arts, Irvine Valley College, Pos #1997, resignation effective May 23, 2014, and retirement effective June 30, 2014. Payment is authorized for any compensated time off. (Start date: August 17, 1992).
- 3. WEEKES, PATRICIA, ID #1668, Director of Learning Assistance, Division of Online Education & Learning Resources, Saddleback College, Pos #4640, resignation effective July 31, 2014, and retirement effective August 1, 2014. Payment is authorized for any compensated time off. (Start date: October 16, 1986).

<sup>&</sup>lt;sup>1</sup> SOCCCD STRS Retiree

<sup>&</sup>lt;sup>2</sup> SOCCCD STRS Retiree

NAME: CORINE DOUGHTY

<u>POSITION</u>: DEAN OF INSTRUCTION, ECONOMIC & WORKFORCE DEVELOPMENT

Office of Instruction Irvine Valley College

**EDUCATION:** 

M.S. Counseling Psychology

Pepperdine University

Irvine, CA

B.A. Psychology

Chapman University

Orange, CA

# **EXPERIENCE:**

Ms. Corine Doughty has over 15 years of experience in administrative management. She possesses a wealth of knowledge in management, leadership, guidance services, counseling, assessment, teaching, training, facilitating, grant writing, budget management, curriculum development, shared governance and more.

Ms. Doughty was Dean of Business & Career Technical Education at Santiago Canyon College (SCC) and was responsible for enrollment management, oversight of all aspects of planning, funding, supervision, staffing, delivery and evaluation of instructional programs and services. She oversaw the largest apprenticeship program in California. With the support of the Rancho Santiago Community College District, she competed and was awarded the Los Angeles/Orange County Regional Consortia for \$370,000 per year over five years (Perkins Title 1B Leadership). She serves on the Vocational Research and Accountability Advisory Committee (VERATAC) and is the 2013-2014 President Elect for the California Community College Association for Occupational Education (CCCAOE).

Ms. Doughty has served as Director of Career Technical and Community Education for Orange Coast College; Director for Continuing, Community and Contract Education at Rio Hondo College. Previously, she served as Regional Director of Education and Training for Coldwell Banker Residential Brokerage. Prior to that, she served as Director of the Workplace Learning Resource Center for North Orange County Community College District's School of Continuing Education. Earlier in her career, she was Program Manager for North Orange County Regional Occupational Program's Career Development Center. Ms. Doughty has taught at California State University Long Beach, Chapman University and Santa Ana College.

### HONORS/AWARDS:

• Bachelor of Arts in Psychology (Honors Research) – Chapman University, Orange, CA

### LICENSES AND CERTIFICATES:

- Total Trainer Certification Orange County American Society for Training and Development
- Leadership Certification AchieveGlobal (formerly ZengerMiller), Anaheim, CA Certificate in Human Resource Management UCI Extension
- California Department of Real Estate Salesperson License #01495719 Expires June 2017

NAME: GINA LA MONICA

POSITION: DEAN OF ADVANCED TECHNOLOGY & APPLIED SCIENCE

Advanced Technology & Applied Science

Saddleback College

**EDUCATION:** 

Ed.D. Institutional Management

Pepperdine University

Malibu, CA

M.A. Exercise Physiology

University of Southern California, Los Angeles

Los Angeles, CA

B.A. Kinesiology

California State University, Northridge

Northridge, CA

EXPERIENCE: Dr. Gina La Monica has been in higher education since 1989 starting out as a tenured professor at Los Angeles Mission College. Thereafter, she managed the PACE (Project for Adult College Education) program at LAMC where she became a leader in adult learning starting and managing many other PACE programs in Southern California. In 1998, she served as interim dean at Ventura College managing a wide range of programs in career technical education (CTE). From there, she joined College of the Canyons starting a CTE division hiring many of the faculty members along with creating the programming for these new areas. While at COC, she worked with California State University, Northridge in starting a master's degree cohort in leadership for its employees for the College's new University Center. Dr. La Monica taught many of the leadership courses in this cohort. She continues to teach leadership and other graduate courses online at Kaplan University's Graduate School of Higher Education. She also continues to teach online at Ventura College where she has been teaching nutrition and health courses for over 13 years. Most recently, she completed two years as the Dean of Math and Science and Workforce Development at Merritt College, where she managed both transfer and CTE programs along with all of the allied health programs. She also monitored many grants.

### HONORS/AWARDS:

- CTE state trainer California Community College Association of Occupational Education, 2013
- CCCAOE March 2014 Conference, "Strategic Planning" workshop presenter at leadership academy
- CC League of California, 2013-14, served on the state advisory committee on legislation
- Pepperdine University, 1997 distinguished graduate of doctoral program in Institutional Management

# LICENSES AND CERTIFICATES:

• Lifetime teaching credential, State of California

# **PROFESSIONAL AFFILIATIONS:**

- Member CCCAOE (California Community College Association of Occupational Education)
- Member of ACCCA (Association of California Community College Administrators)

NAME: SHANNON ALFARO

<u>POSITION</u>: COMPUTER SCIENCE INSTRUCTOR

Mathematics, Science & Engineering

Saddleback College Full-Time, Tenure Track

# **EDUCATION**:

M.S. Computer Science

University of California, Irvine

Irvine, CA

B.S. Computer Science

University of California, Riverside

Riverside, CA

# **EXPERIENCE:**

Ms. Shannon Alfaro has been a full-time Lecturer in the Donald Bren School of Information and Computer Science at the University of California, Irvine since January 2003 and has taught a wide variety of lower and upper division computer science courses. She has also served as faculty advisor to two CS-clubs, namely Women in Computer Science, and the Information and Computer Science Student Council. She has also been a course developer, designing an introduction to systems course, which now serves as a core component of the introductory CS curriculum. For the past three years, Ms. Alfaro has also served as a project manager for AppJam+ which is a program funded by the OC STEM Initiative that provides CS undergraduates the opportunity to mentor teams of middle-school students in the creation of a STEM-themed mobile-app. While completing her M.S. at the University of California Irvine, she was a teaching assistant in a variety of computer science courses.

# HONORS/AWARDS:

• Lecturer of the Year, Computer Science, UC Irvine, 2004

### **DIVERSITY**

- Mentor, WICS, Senior undergraduate, 2010-2011
- Faculty Advisor, Information & Computer Science Student Council, 2011-present
- Faculty Advisor, Women in Information & Computer Science, 2011-present

NAME: KEITH DONAVAN

POSITION: CHEMISTRY INSTRUCTOR

Physical Sciences & Technologies

Irvine Valley College Full-Time, Tenure Track

# **EDUCATION**:

Ph.D. Chemistry

University of California, Irvine

Irvine, CA

B.S. Chemistry

California Polytechnic State University, San Luis Obispo

San Luis Obispo, CA

# **EXPERIENCE:**

Dr. Keith Donavan has been a part-time instructor in the Chemistry Department at Irvine Valley College and Chapman University since 2012 and has taught a wide variety of chemistry courses. During his doctoral work at University of California-Irvine, he developed new laboratory experiments for use in undergraduate chemistry classes, while also instructing undergraduate level courses. For his work, he was awarded the Smitrovich award for outstanding contributions to research, teaching, and leadership. Dr. Donavan has continued his love for teaching and curriculum development past his doctoral work, designing new laboratory experiments for use at IVC and Chapman to better align with the lecture course material. Dr. Donavan has seven years of experience teaching undergraduate level courses at the college level.

### HONORS/AWARDS:

- Smitrovich award for outstanding contributions to research, teaching, and leadership, 2012
- National Science Foundation IGERT Fellow, 2010-2012

# PUBLICATIONS/PRESENTATIONS/PATENTS:

• 14 peer reviewed Publications, 4 Conference Presentations, 1 US Patent

# PROFESSIONAL AFFILIATIONS:

- Member of the American Chemical Society (ACS), 2007-present
- Member of the American Academy for the Advancement of Sciences (AAAS), 2010-present

NAME: AMY MCWHORTER

<u>POSITION</u>: BIOLOGY INSTRUCTOR (ANATOMY/PHYSIOLOGY)

Biological Sciences Irvine Valley College Full-Time, Tenure Track

**EDUCATION:** 

Ph.D. Molecular, Cell & Developmental Biology

University of California, Los Angeles

Los Angeles, CA

M.A. Molecular, Cell & Developmental Biology

University of California, Los Angeles

Los Angeles, CA

B.S. Biological Sciences

California Polytechnic State University, San Luis Obispo

San Luis Obispo, CA

### **EXPERIENCE:**

Dr. Amy McWhorter has been a part time instructor for a variety of college level biology courses since completing her Ph.D. in Molecular, Cell, and Developmental Biology in 2008. She has taught Human Anatomy at Saddleback, Rio Hondo, Golden West, and West Los Angeles Colleges. While completing her doctorate in Molecular, Cell, and Developmental Biology, she was a teaching assistant for an Introduction to Genetics course at UCLA. Dr. McWhorter has also taught advanced biology courses at UCLA, developing curriculum and managing teams of teaching assistants for topics including stem cell biology, cancer biology, and genetics. She has over eight years of experience teaching majors and non-majors level courses in the field of biology.

#### **HONORS/AWARDS:**

- 2003-2006 NIH Genetics Training Grant
- 2005 Certificate of Distinction in Teaching Award- UCLA

#### LICENSES AND CERTIFICATES:

• 2010 Online Educator Certification- Saddleback College

#### PROFESSIONAL PUBLICATIONS & PRESENTATIONS:

- **McWhorter AL**, Evans CJ, Freije W, Banerjee U. A role for Toll signaling in lymph gland development of *Drosophila melanogaster*. (Fly Meeting Poster and Presentation, 2007)
- Milchanowski AB, Henkenius<sup>1</sup> AL, Narayanan M, Hartenstein V, Banerjee U. (2004) Identification and characterization of genes involved in embryonic crystal cell formation during *Drosophila* hematopoiesis. Genetics. 168: 325-339.
- Sowell ER, Thompson PM, Welcome SE, **Henkenius AL**, Toga AW, Peterson BS. (2003) Cortical abnormalities in children and adolescents with attention-deficit hyperactivity disorder. Lancet. 362(9397): 1699-707.

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<sup>&</sup>lt;sup>1</sup> Maiden name

NAME: SEAN OSBORN

<u>POSITION</u>: HUMAN SERVICES INSTRUCTOR

Health Science & Human Services

Saddleback College Full-Time, Tenure Track

# **EDUCATION**:

M.S.W. Social Work

California State University, Stanislaus

Turlock, CA

B.A. Anthropology

California State University, Stanislaus

Turlock, CA

#### **EXPERIENCE:**

Mr. Sean Osborn, MSW, has been a part-time instructor in the Social Sciences Department at Merced College since January 2007, and has taught courses in Human Services and Anthropology. In addition, he was a social work instructor for the Central California Training Academy through California State University, Fresno. Mr. Osborn has over fourteen years of experience in adult and children's social services through a variety of programs such as child protective services and adult protective services. He is also a respected expert witness on Native American children in the foster care system, having testified in dependency courts throughout California on this topic.

#### PROFESSIONAL AFFILIATIONS:

- Society for California Archaeology
- Cal-ICWA
- California Association of Drug Court Professionals
- State of California ICWA Workgroup

NAME: SEAN PHEASANT

<u>POSITION</u>: CHEMISTRY INSTRUCTOR

Physical Sciences & Technologies

Irvine Valley College Full-Time, Tenure Track

#### **EDUCATION**:

Ph.D. Chemistry

Rice University Houston, TX

B.S. Chemistry

Harvey Mudd College

Claremont, CA

#### **EXPERIENCE:**

Dr. Sean Pheasant has been teaching since graduate school at Rice University, where he was a teaching assistant for general chemistry. After receiving his Ph.D. in Chemistry, Dr. Pheasant went to work as a consultant for Sungard Energy and Commodities, a software company that develops solutions for the energy industry. At Sungard, he implemented software for various energy companies around the country, and then taught the necessary employees at the companies how to use the software for their particular business needs. This position gave Dr. Pheasant experience in software use and development, and in teaching people from diverse backgrounds.

From industry, Dr. Pheasant became an adjunct instructor at Concordia University, Irvine in 2011. He taught various Chemistry and Physics courses at Concordia, and had the opportunity to be a course developer for the university's Nursing Program. Since 2013, Dr. Pheasant has also been an adjunct instructor in the Chemistry Departments of Saddleback College, Golden West College, and Irvine Valley College.

NAME: EFREN RANGEL

POSITION: COUNSELOR (GENERALIST)

Counseling & Special Services

Saddleback College Full-Time, Tenure Track

**EDUCATION:** 

M.A. Counseling & Guidance, Colleges & Community Agencies

New York University

New York, NY

B.A. Sociology & American Studies

University of Southern California

Los Angeles, CA

#### **EXPERIENCE:**

Efren Rangel has been a part-time counselor/instructor in the EOPS/CARE & CalWORKs Department at Saddleback College since 2006 and has taught a wide variety of student development courses. In 2009, he became the only counselor for the CalWORKs Program. As the CalWORKs Counselor, he implemented a student-centered counseling approach creating a more counselor accessible CalWORKs program at Saddleback College. In addition, he developed and coordinates the CalWORKs Mini Conference and a Policies and Procedures program manual for the Saddleback College CalWORKs Program. Recently, Mr. Rangel presented alongside Jim Gaston; Director of IT at South Orange County Community College District, on the electronic Student Educational Plan "MAP" at the State Wide 44th Annual CCCEOPS Association Conference and the Counselor faculty at El Camino College.

Mr. Rangel has also held part-time Counselor positions at El Camino College, Irvine Valley College, El Camino College Compton Center, Fullerton College and a non-tenured full-time CalWORKs Counselor position at Citrus College. During his seven years of experience, he has made enormous contributions to his profession and to student success.

# PROFESSIONAL AFFILIATIONS:

- Member of FACCC (Faculty Association of California Community Colleges).
- Member of CCCCA (California Community Colleges CalWORKs Association).
- Member of CCCEOPS (California Community College Extended Opportunity Program and Services Association).
- Member of SOCCCDFA (South Orange County Community College District Faculty Association)
- Member of CTA (California Teachers Association)
- Member of CCA (Community College Association)
- Member of NEA (National Education Association)

NAME: JOHN RUSSO

<u>POSITION</u>: ENTREPRENEURSHIP/MANAGEMENT INSTRUCTOR

Business Sciences Irvine Valley College Full-Time, Tenure Track

**EDUCATION:** 

M.B.A. Business Administration

California State University, Dominguez Hills

Dominguez Hills, CA

B.S. Business

California Polytechnic State University, San Luis Obispo

San Luis Obispo, CA

#### **EXPERIENCE:**

Mr. John Russo has been a part time instructor in the Global Business and Entrepreneurship Department in the Business Division at Santa Ana College since 2006. He has taught a variety of classes in Entrepreneurship and Marketing, both in an online and lecture format. He has also assisted with the curriculum development and establishment and assessment of SLOs for the new Contemporary Marketing degree and certificate. Most recently he was nominated for the Adjunct Faculty Award for Excellence at Santa Ana College.

Mr. Russo is an advocate of online learning, and has participated in Open Education Resource (OER) workshops to help find better ways to enhance the online learning experience of students. As a faculty lead in the National Kaleidoscope OER Project, he has developed online classes with faculty from across the country. He is also a certified online instructor through Santa Ana College. Mr. Russo currently serves as the Advisory Board Chairman for the California Community Colleges Doing What Matters initiative, where he engages local business to participate in the advisory board to better understand the changing needs of the employers and how to better align and develop curriculum to meet their needs. He has also assisted in the development of internship programs between local businesses and the community colleges.

Mr. Russo has more than 20 years of combined occupational experience in a variety of industries in sales, marketing, and management. He is also an entrepreneur where he has created and developed new product concepts and has run his own restaurant business.

NAME: BENNET TCHAIKOVSKY

<u>POSITION</u>: ACCOUNTING INSTRUCTOR

Business Sciences Irvine Valley College Full-Time, Tenure Track

#### **EDUCATION**:

J.D. Law

Southwestern University School of Law

Los Angeles, CA

B.A. Business Economics

University of California, Santa Barbara

Santa Barbara, CA

#### **EXPERIENCE:**

Mr. Bennet Tchaikovsky has been a part-time instructor of financial accounting at Irvine Valley College and Pasadena City College. Prior to teaching, Mr. Tchaikovsky for over 15 years served as a Chief Financial Officer ("CFO") for publicly traded and privately held companies including Skystar Bio-Pharmaceutical Company (NASDAQ: SKBI) and China Jo-Jo Drugstores, Inc. (NASDAQ: CJJD). As CFO, he collectively assisted his companies raising over \$55 million through public offerings, obtained three NASDAQ uplistings, and led a company through the direct listing process. Mr. Tchaikovsky is presently on the Audit Committee of Irvine based Ener-Core, Inc..

#### LICENSES AND CERTIFICATES:

- Certified Public Accountant. California CPA license number: 64781 (Active)
- Admitted to California State Bar. California Bar Number: 188819 (Active)

#### NOT FOR PROFIT BOARD MEMBERSHIPS

- Pretend City Children's Museum: Audit Committee Chairman 8/13 present
- Advisory Board Member: Arthritis National Research Foundation (<u>www.curearthritis.org</u>) 2009- present
- Long Beach Day Nursery (<u>www.lbdn.org</u>) Board Member 7/09-6/12, Audit Committee Member 7/12- present

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.14 DATE: 6/23/14

**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, Exhibit B, and Exhibit C.

Item Submitted By: David Bugay, Ph.D., Vice Chancellor, Human Resources & Employer/Employee Relations

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

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

- 1. <u>CLASSIFIED EMPLOYMENT</u> (Information Items Pursuant to Board Policy 4002.1)
  - a. ELLIS, BLANCHE is to be employed as Human Resources Specialist (Temporary), Pos. #4954, Office of Human Resources, District, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, effective June 19, 2014. This temporary position was approved by the Board of Trustees on February 24, 2014, not to exceed two years. Employment in this position is contingent upon District specially funded program.
  - b. CAMPO, ENRIQUE is to be employed as Office Assistant, Pos. #5014, School of Guidance and Counseling, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 113, Step 2, 40 hours per week, 12 months per year, assignment start date effective February 3, 2014. This is a new position pursuant to Education Code 88013.
  - c. FEOKTISTOVA, MARIA is to be employed as Human Resources Specialist (Temporary), Pos. #4929, Office of Human Resources, District, Classified Bargaining Unit Salary Schedule Range 127, Step 2, 40 hours per week, effective June 9, 2014. This temporary position was approved by the Board of Trustees on February 24, 2014, not to exceed two years. Employment in this position is contingent upon District specially funded program.
  - d. GUAJARDO, ZACHARY is to be employed as Accounting Assistant, Pos. #4832, Office of College Administrative Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 118, Step 1, 29 hours per week, 12 months per year, effective June 2, 2014. This position was approved by the Board of Trustees August 26, 2013.
  - e. JACKSON, MARC is to be employed as Senior Laboratory Technician, Theater Arts and Carpentry, Pos. #3869, Division of Fine Arts and Media Technology, Saddleback College, Classified Bargaining Unit Salary Schedule Range 130, Step 1, 40 hours per week, 12 months per year, effective June 2, 2014. This is a replacement for Michael McCormick, who received a change in status.
  - f. SOBCHIK, LAURA is to be employed as Senior Research and Planning Analyst, Categorical, Pos. #4931, Office of Planning Research and Accreditation, Saddleback College, Classified Bargaining Unit Salary Schedule Range 144, Step 1, 40 hours per week, 12 months per year, effective May 21, 2014. This grant funded position was approved by the Board of Trustees on January 27, 2014, with employment contingent upon funding by the Trade Adjustment Assistant Community College Career Training (TAACCCT) grant, a four year grant.

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/	Start Date
1		<u>Step</u>	
<sup>1</sup> Arendts, Erika	Senior Administrative Assistant/IVC	127/1	04/01/14
Brown, Lucy	Administrative Assistant /SC	121/1	04/29/14
Chidester, Richard	Custodian/SC	113/1	05/06/14
Dhillon, Rajanpal	Sr. Laboratory Technician, Automotive/SC	130/1	05/23/14
Emmil-Lugo, Alison	Administrative Assistant /SC	121/1	06/05/14
Flores, Ana	Health Office Assistant/IVC	115/1	05/30/14
Flores, Ana	Senior Health Office Assistant/IVC	124/1	05/30/14
Hoskey, Douglas	Mailroom Assistant/Dist.	114/1	05/06/14
Kim, Dean	Library Assistant I/IVC	115/1	04/28/14
Kim, Dean	Library Assistant II/IVC	119/1	04/28/14
Kim, Dean	Library Assistant III/IVC	121/1	04/28/14
Kirk, Alicia	Program Assistant, Categorical/SC	118/1	05/12/14
<sup>2</sup> Lipold, Christopher	Custodian/SC	113/1	05/15/14
Salerno, Julie	Child Development Specialist/IVC	122/1	05/21/14
Neal, Judith	Classified Manager, Substitute/Dist.	12/6	06/03/14
Salerno, Julie	Senior Child Development Specialist/IVC	128/1	05/21/14
Serrano, David	Transfer Center Specialist/SC	123/1	04/21/14
Soh, Timothy	Program Specialist, Categorical/IVC	130/1	05/12/14
Teshima, Angela	Scheduling Enrollment Planning Analyst/SC	138/1	05/29/14
Watt, Deb	Senior Administrative Assistant/SC	127/1	04/14/14

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2013/2014 and 2014/2015** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

Name	<u>Position</u>	<b>Hourly</b>	Start/End Date
		<u>Rate (\$)</u>	
Adrian, Christopher	Project Specialist/Dist.	18.00	07/01/14-12/31/14
Alavi, Nina	Project Specialist/SC	9.50	07/01/14-12/31/14
Alhariri, Nour	Project Specialist/SC	15.00	05/13/14-06/30/14
Alhariri, Nour	Project Specialist/SC	15.00	07/01/14-12/31/14
Angoshtari, Mir Omid	Project Specialist/SC	10.50	05/01/14-06/30/14
Angoshtari, Mir Omid	Project Specialist/SC	10.50	07/01/14-12/31/14
Areyan, Patric	Project Specialist/SC	20.00	05/14/14-06/30/14
Areyan, Patric	Project Specialist/SC	20.00	07/01/14-12/31/14
Barr, Jessica	Project Specialist/SC	12.50	05/01/14-06/30/14
Barr, Jessica	Project Specialist/SC	12.50	07/01/14-12/31/14

<sup>&</sup>lt;sup>1</sup> Sister of Sophie Miller, Manager, Office of College President, Saddleback College.

<sup>&</sup>lt;sup>2</sup> Son of Anthony Lipold, Dean, Kinesiology and Athletics, Saddleback College.

3. The following individuals are to be employed as **Short-Term** (**Temporary**) positions for the **2013/2014 and 2014/2015** 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)

Bankert-Langrell, Alex   Project Specialist/SC   12.50   05/01/14-06/30/14	<u>Name</u>	<u>Position</u>	Hourly	Start/End Date
Benkert-Langrell, Alex         Project Specialist/SC         12.50         07/01/14-12/31/14           Bilsborough, Alan         TMD Aide/IVC         20.00         07/01/14-12/31/14           Bozmarova, Gabrielle         Clerk, Short-Term/SC         13.00         06/02/14-06/30/14           Bozmarova, Gabrielle         Clerk, Short-Term/SC         13.00         07/01/14-12/31/14           Chan, Rick         Project Specialist/SC         20.00         05/15/14-06/30/14           Chaput, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14           Chook, Jonathan         Adapted Kines. Aide/SC         20.00         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         05/23/14-06/30/14           Cosmakos, Rachel         Project Specialist/SC         20.00         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/IVC         20.00         06/10/14-12/31/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00<	35 1 1	D : G		05/01/14/06/00/14
Bilsborough, Alan         TMD Aide/IVC         20.00         07/01/14-12/31/14           Bozmarova, Gabrielle         Clerk, Short-Term/SC         13.00         06/02/14-06/30/14           Chan, Rick         Project Specialist/SC         20.00         05/15/14-06/30/14           Chan, Rick         Project Specialist/SC         20.00         05/15/14-06/30/14           Chaput, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14           Chon, Jessie         Project Specialist (IT)/IVC         20.00         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cooke, Briana         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         05/19/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Estaban, Jennifer         Coaching Aide/SC         15.00		• •		
Bozmarova, Gabrielle         Clerk, Short-Term/SC         13.00         06/02/14-06/30/14           Bozmarova, Gabrielle         Clerk, Short-Term/SC         13.00         07/01/14-12/31/14           Chan, Rick         Project Specialist/SC         20.00         05/15/14-06/30/14           Chan, Rick         Project Specialist/SC         20.00         05/12/14-06/30/14           Chaput, Matthew         Project Specialist/SC         20.00         05/12/14-06/30/14           Chon, Jossie         Project Specialist (IT)/IVC         20.00         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         05/23/14-06/30/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00 <td></td> <td></td> <td></td> <td></td>				
Bozmarova, Gabrielle   Clerk, Short-Term/SC   13.00   07/01/14-12/31/14   Chan, Rick   Project Specialist/SC   20.00   05/15/14-06/30/14   Chaput, Matthew   Project Specialist/SC   20.00   07/01/14-12/31/14   Chaput, Matthew   Project Specialist/SC   20.00   07/01/14-12/31/14   Chaput, Matthew   Project Specialist/SC   20.00   07/01/14-12/31/14   Chon, Jessie   Project Specialist/SC   20.00   07/01/14-12/31/14   Cook, Jonathan   Adapted Kines. Aide/SC   10.50   05/23/14-06/30/14   Cook, Jonathan   Adapted Kines. Aide/SC   10.50   07/01/14-12/31/14   Cooke, Briana   Project Specialist/SC   9.50   07/01/14-12/31/14   Cosmakos, Rachel   Project Specialist/SC   20.00   04/15/14-06/30/14   Cosmakos, Rachel   Project Specialist/SC   20.00   04/15/14-06/30/14   Cosmakos, Rachel   Project Specialist/IVC   20.00   05/19/14-06/30/14   Dominguez, Martin   Project Specialist/IVC   20.00   05/19/14-06/30/14   Espinoza, Agustin   Project Specialist/IVC   20.00   07/01/14-12/31/14   Esteban, Jennifer   Coaching Aide/SC   15.00   07/01/14-12/31/14   Firouzabadi, Lily   Clerk, Short-Term/SC   11.00   06/01/14-06/30/14   Firouzabadi, Lily   Clerk, Short-Term/SC   11.00   06/01/14-06/30/14   Fleischli, David   TMD Aide/SC   20.00   07/01/14-12/31/14   Fleischli, David   TMD Aide/SC   20.00   07/01/14-12/31/14   Fleischli, David   TMD Aide/SC   20.00   07/01/14-12/31/14   Hambric, Sandra   Spec. Proj. Coord./IVC   25.00   07/01/14-12/31/14   Hayashi-Smith, Melanie   Clerk, Short-Term/SC   11.00   05/08/14-06/30/14   Hayashi-Smith, Melanie   Clerk, Short-Term/SC   11.00   05/09/14-06/30/14   Holmes, Michael   Project Specialist/Dist.   16.00   05/29/14-06/30/14   Holmes, Michael   Project Specialist/SC   15.00   05/01/14-12/31/14   Holmes, Michael   Project Specialist/SC   15.00   07/01/14-12/31/14   Hume, Juliette   Clerk, Short-Term/SC   14.00   06/01/14-12/31/14   Hume, Juliette   Clerk, Short-Term/SC   14.00   06/01/14-12/31/14   Hume, Juliette   Clerk, Short-Term/SC   14.00   06/01/14-12/31/14   14.00   06/01/14-12/31/14   1				
Chan, Rick         Project Specialist/SC         20.00         05/15/14-06/30/14           Chan, Rick         Project Specialist/SC         20.00         07/01/14-12/31/14           Chaput, Matthew         Project Specialist/SC         20.00         05/12/14-06/30/14           Chon, Jessie         Project Specialist (IT)/IVC         20.00         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cooke, Briana         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         05/19/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Fieschli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/	*			
Chan, Rick         Project Specialist/SC         20.00         07/01/14-12/31/14           Chaput, Matthew         Project Specialist/SC         20.00         05/12/14-06/30/14           Chaput, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14           Chon, Jessie         Project Specialist (IT)/IVC         20.00         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         05/23/14-06/30/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cooke, Briana         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Cosmakos, Rachel         Project Specialist/IVC         20.00         07/01/14-12/31/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Espinoza, Agustin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00 <td>*</td> <td></td> <td></td> <td></td>	*			
Chaput, Matthew         Project Specialist/SC         20.00         05/12/14-06/30/14           Chaput, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14           Chon, Jessie         Project Specialist (IT)/IVC         20.00         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         05/23/14-06/30/14           Cooke, Briana         Project Specialist/SC         10.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         05/19/14-06/30/14           Pominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-10/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00	*			
Chaput, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14           Chon, Jessie         Project Specialist (IT)/IVC         20.00         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         05/23/14-06/30/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cooke, Briana         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Cosmakos, Rachel         Project Specialist/IVC         20.00         07/01/14-12/31/14           Dominguez, Martin         Project Specialist/IVC         20.00         05/19/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00		• •		
Chon, Jessie         Project Specialist (IT)/IVC         20.00         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         05/23/14-06/30/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cooke, Briana         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Cosmakos, Rachel         Project Specialist/IVC         20.00         07/01/14-12/31/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         07				
Cook, Jonathan         Adapted Kines. Aide/SC         10.50         05/23/14-06/30/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cooke, Briana         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Cosmakos, Rachel         Project Specialist/VC         20.00         07/01/14-12/31/14           Dominguez, Martin         Project Specialist/IVC         20.00         05/19/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/	_	-		
Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cooke, Briana         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Cosmakos, Rachel         Project Specialist/IVC         20.00         07/01/14-12/31/14           Dominguez, Martin         Project Specialist/IVC         20.00         05/19/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           *Espinoza, Agustin         Project Specialist (IT)/SC         20.00         07/01/14-12/31/14           *Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           *Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           *Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           *Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           *Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           *Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           *Garza, Norma         Clerk, Short-Term/SC         14.00				
Cooke, Briana         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Cosmakos, Rachel         Project Specialist/IVC         20.00         07/01/14-12/31/14           Dominguez, Martin         Project Specialist/IVC         20.00         05/19/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Hambric, Sandra         Spec. Proj. Coord./IVC         25.00         07/01/1	Cook, Jonathan			05/23/14-06/30/14
Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Cosmakos, Rachel         Project Specialist/SC         20.00         07/01/14-12/31/14           Dominguez, Martin         Project Specialist/IVC         20.00         05/19/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           *Espinoza, Agustin         Project Specialist (IT)/SC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           *Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           *Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           *Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00	Cook, Jonathan	Adapted Kines. Aide/SC	10.50	
Cosmakos, Rachel         Project Specialist/SC         20.00         07/01/14-12/31/14           Dominguez, Martin         Project Specialist/IVC         20.00         05/19/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           *Espinoza, Agustin         Project Specialist (IT)/SC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           **Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           **Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           **Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           **Ho, Rosa         Project Specialist/Dist.         16.00	Cooke, Briana	Project Specialist/SC	9.50	07/01/14-12/31/14
Dominguez, Martin         Project Specialist/IVC         20.00         05/19/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Espinoza, Agustin         Project Specialist (IT)/SC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/01/14-	Cosmakos, Rachel	Project Specialist/SC	20.00	04/15/14-06/30/14
Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14 <sup>4</sup> Espinoza, Agustin         Project Specialist (IT)/SC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14 <sup>5</sup> Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00 <td< td=""><td>Cosmakos, Rachel</td><td>Project Specialist/SC</td><td>20.00</td><td>07/01/14-12/31/14</td></td<>	Cosmakos, Rachel	Project Specialist/SC	20.00	07/01/14-12/31/14
Espinoza, Agustin         Project Specialist (IT)/SC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           *Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         05/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         0	Dominguez, Martin	Project Specialist/IVC	20.00	05/19/14-06/30/14
Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Hambric, Sandra         Spec. Proj. Coord./IVC         25.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/29/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14	Dominguez, Martin	Project Specialist/IVC	20.00	07/01/14-12/31/14
Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Hambric, Sandra         Spec. Proj. Coord./IVC         25.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/29/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14	<sup>4</sup> Espinoza, Agustin	Project Specialist (IT)/SC	20.00	07/01/14-12/31/14
Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           *Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Hambric, Sandra         Spec. Proj. Coord./IVC         25.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14           Ho, Rosa         Project Specialist/SC         15.00         07/01/14-12/31/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/1		Coaching Aide/SC	15.00	07/01/14-12/31/14
Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Garza, Norma         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Ho, Rosa         Project Specialist/Dist.         16.00         07/01/14-12/31/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14	Faulkner, Richard	Project Specialist/IVC	20.00	07/01/14-12/31/14
Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           5Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Hambric, Sandra         Spec. Proj. Coord./IVC         25.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         07/01/14-12/31/14           Holmes, Michael         Project Specialist/SC         15.00         05/01/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14	Firouzabadi, Lily		11.00	06/01/14-06/30/14
Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14 <sup>5</sup> Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Hambric, Sandra         Spec. Proj. Coord./IVC         25.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         07/01/14-12/31/14           Holmes, Michael         Project Specialist/SC         15.00         05/01/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14	Firouzabadi, Lily	Clerk, Short-Term/SC	11.00	07/01/14-12/31/14
Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Hambric, Sandra         Spec. Proj. Coord./IVC         25.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         07/01/14-12/31/14           Holmes, Michael         Project Specialist/SC         15.00         05/01/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14	Fleischli, David	TMD Aide/SC	20.00	05/29/14-06/30/14
Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Hambric, Sandra         Spec. Proj. Coord./IVC         25.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         07/01/14-12/31/14           Holmes, Michael         Project Specialist/SC         15.00         05/01/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14	Fleischli, David	TMD Aide/SC	20.00	07/01/14-12/31/14
Hambric, Sandra         Spec. Proj. Coord./IVC         25.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         07/01/14-12/31/14           Holmes, Michael         Project Specialist/SC         15.00         05/01/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14	<sup>5</sup> Garza, Norma	Clerk, Short-Term/SC	14.00	05/08/14-06/30/14
Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         07/01/14-12/31/14           Holmes, Michael         Project Specialist/SC         15.00         05/01/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14	Garza, Norma	Clerk, Short-Term/SC	14.00	07/01/14-12/31/14
Hayashi-Smith, Melanie       Clerk, Short-Term/SC       11.00       07/01/14-12/31/14         Ho, Rosa       Project Specialist/Dist.       16.00       05/29/14-06/30/14         Ho, Rosa       Project Specialist/Dist.       16.00       07/01/14-12/31/14         Holmes, Michael       Project Specialist/SC       15.00       05/01/14-06/30/14         Holmes, Michael       Project Specialist/SC       15.00       07/01/14-12/31/14         Hume, Juliette       Clerk, Short-Term/SC       14.00       06/01/14-06/30/14         Hume, Juliette       Clerk, Short-Term/SC       14.00       07/01/14-12/31/14         Johnson, Matthew       Project Specialist/SC       20.00       07/01/14-12/31/14	Hambric, Sandra	Spec. Proj. Coord./IVC	25.00	07/01/14-12/31/14
Hayashi-Smith, Melanie       Clerk, Short-Term/SC       11.00       07/01/14-12/31/14         Ho, Rosa       Project Specialist/Dist.       16.00       05/29/14-06/30/14         Ho, Rosa       Project Specialist/Dist.       16.00       07/01/14-12/31/14         Holmes, Michael       Project Specialist/SC       15.00       05/01/14-06/30/14         Holmes, Michael       Project Specialist/SC       15.00       07/01/14-12/31/14         Hume, Juliette       Clerk, Short-Term/SC       14.00       06/01/14-06/30/14         Hume, Juliette       Clerk, Short-Term/SC       14.00       07/01/14-12/31/14         Johnson, Matthew       Project Specialist/SC       20.00       07/01/14-12/31/14	Hayashi-Smith, Melanie	Clerk, Short-Term/SC	11.00	05/27/14-06/30/14
Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         07/01/14-12/31/14           Holmes, Michael         Project Specialist/SC         15.00         05/01/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14		Clerk, Short-Term/SC	11.00	07/01/14-12/31/14
Ho, Rosa         Project Specialist/Dist.         16.00         07/01/14-12/31/14           Holmes, Michael         Project Specialist/SC         15.00         05/01/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14		Project Specialist/Dist.	16.00	
Holmes, Michael         Project Specialist/SC         15.00         05/01/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14	•	• •	16.00	07/01/14-12/31/14
Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14	Holmes, Michael	• •	15.00	05/01/14-06/30/14
Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14			15.00	07/01/14-12/31/14
Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14	•		14.00	06/01/14-06/30/14
Johnson, Matthew Project Specialist/SC 20.00 07/01/14-12/31/14				
		-		
	<sup>6</sup> Johnston-Plescia, Madelyn	Project Specialist/SC	20.00	05/12/14-06/30/14

<sup>&</sup>lt;sup>3</sup> Son of Jenny Langrell, Librarian, Division of Online Education and Learning Resources, Saddleback College.

<sup>&</sup>lt;sup>4</sup> Son of Agustin Espinoza, Network Systems Technician II, Office of College Technology, Saddleback College and Brother of Arianna Espinoza, Project Specialist, Division of Community Education and Contract Education, Saddleback College.

<sup>&</sup>lt;sup>5</sup> Sister in law of Christian Alvarado.

<sup>&</sup>lt;sup>6</sup> Mother of Trish Fain, Executive Assistant, Office of Instruction, Saddleback College.

3. The following individuals are to be employed as **Short-Term** (**Temporary**) positions for the **2013/2014 and 2014/2015** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly</u>	Start/End Date
		<u>Rate (\$)</u>	
Johnston-Plescia, Madelyn	Project Specialist/SC	20.00	07/01/14-12/31/14
Jubb, Ashley	Project Specialist/SC	9.50	05/15/14-06/30/14
Jubb, Ashley	Project Specialist/SC	9.50	07/01/14-12/31/14
Keener, Michael	TMD Aide/SC	20.00	05/29/14-06/30/14
Keener, Michael	TMD Aide/SC	20.00	07/01/14-12/31/14
Kim, Daniel	Project Specialist/SC	10.50	05/15/14-06/30/14
Kim, Daniel	Project Specialist/SC	10.50	07/01/14-12/31/14
Koh, Susan	Project Specialist/SC	12.00	04/01/14-06/30/14
Koh, Susan	Project Specialist/SC	12.00	07/01/14-12/31/14
Korgan, Christopher	Project Specialist/SC	20.00	05/08/14-06/30/14
Korgan, Christopher	Project Specialist/SC	20.00	07/01/14-12/31/14
Loenker, Priscilla	Clerk, Short-Term/SC	14.00	06/02/14-06/30/14
Loenker, Priscilla	Clerk, Short-Term/SC	14.00	07/01/14-12/31/14
<sup>7</sup> Manders, Nicolas	Project Specialist/IVC	20.00	06/03/14-06/30/14
Manders, Nicolas	Project Specialist/IVC	20.00	07/01/14-12/31/14
May, Robert	Coaching Aide/IVC	15.00	05/08/14-06/30/14
May, Robert	Coaching Aide/IVC	15.00	07/01/14-12/31/14
McClure, Tyne	Coaching Aide/IVC	15.00	07/01/14-12/31/14
<sup>8</sup> McClusky, Nathan	Project Specialist/SC	20.00	05/31/14-06/30/14
McClusky, Nathan	Project Specialist/SC	20.00	07/01/14-12/31/14
McGee, LaToya	Project Specialist/IVC	9.50	05/15/14-06/30/14
McGee, LaToya	Project Specialist/IVC	9.50	07/01/14-12/31/14
Meyers, Cole	Project Specialist/IVC	12.50	07/01/14-12/31/14
Miller, Matthew	Project Specialist/SC	20.00	05/15/14-06/30/14
Miller, Matthew	Project Specialist/SC	20.00	07/01/14-12/31/14
Nicklin, Tamra	Project Specialist/SC	11.50	05/15/14-06/30/14
Nicklin, Tamra	Project Specialist/SC	11.50	07/01/14-12/31/14
Nisperos, Leilani	Project Specialist/IVC	16.00	04/03/14-06/30/14
Nisperos, Leilani	Project Specialist/IVC	16.00	07/01/14-12/31/14
Palmer, James	Project Specialist/IVC	20.00	05/09/14-06/30/14
Palmer, James	Project Specialist/IVC	20.00	07/01/14-12/31/14
Palmer, Tyler	Project Specialist/SC	12.50	06/02/14-06/30/14
Palmer, Tyler	Project Specialist/SC	12.50	07/01/14-12/31/14
Pena, Leoncio	Project Specialist/IVC	20.00	04/01/14-06/30/14
Pena, Leoncio	Project Specialist/IVC	20.00	07/01/14-12/31/14
Potter, Nicklas	Project Specialist/SC	9.50	04/15/14-06/30/14
Potter, Nicklas	Project Specialist/SC	9.50	07/01/14-12/31/14

<sup>&</sup>lt;sup>7</sup> Son of Rachel Manders, Grants Analyst, Office of Economic and Workforce Development, Irvine Valley

<sup>&</sup>lt;sup>8</sup> Son of Georgia McClusky. Senior Administrative Assistant, Division of Emeritus Institute, Saddleback College.

3. The following individuals are to be employed as **Short-Term** (**Temporary**) positions for the **2013/2014 and 2014/2015** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly</u>	Start/End Date
		<u>Rate (\$)</u>	
Pouresfandiari, Pouyan	Project Specialist/IVC	15.00	05/15/14-06/30/14
Pouresfandiari, Pouyan	Project Specialist/IVC	15.00	07/01/14-12/31/14
Qader, Sheila	Project Specialist/IVC	9.50	05/15/14-06/30/14
Qader, Sheila	Project Specialist/IVC	9.50	07/01/14-12/31/14
Redman, Ryan	Project Specialist/SC	9.50	05/15/14-06/30/14
Redman, Ryan	Project Specialist/SC	9.50	07/01/14-12/31/14
Reitsema-Pretorius, Catharine	TMD Aide/SC	20.00	07/01/14-12/31/14
Rodriguez, Maria de Lourdes	Project Specialist/SC	20.00	07/01/14-12/31/14
Sanchez, Ricardo	Project Specialist (IT)/SC	15.00	07/01/14-12/31/14
Seany, Alec	TMD Aide/IVC	20.00	06/02/14-06/30/14
Seany, Alec	TMD Aide/IVC	20.00	07/01/14-12/31/14
Shearman, Carrie	Project Specialist/SC	12.50	05/15/14-06/30/14
Shearman, Carrie	Project Specialist/SC	12.50	07/01/14-12/31/14
Stone, Kailani	TMD Aide/SC	20.00	05/29/14-06/30/14
Stone, Kailani	TMD Aide/SC	20.00	07/01/14-12/31/14
Susnjara, Anthony	Coaching Aide/IVC	15.00	05/21/14-06/30/14
Susnjara, Anthony	Coaching Aide/IVC	15.00	07/01/14-12/31/14
Sutton, Caitlin	Project Specialist/SC	9.50	05/15/14-06/30/14
Sutton, Caitlin	Project Specialist/SC	9.50	07/01/14-12/31/14
Tolero, Joshua	Project Specialist/IVC	16.00	06/02/14-06/30/14
Tolero, Joshua	Project Specialist/IVC	16.00	07/01/14-12/31/14
Torres, Carlos	Project Specialist/SC	20.00	05/27/14-06/30/14
Torres, Carlos	Project Specialist/SC	20.00	07/01/14-12/31/14
Tran, Grace	Project Specialist/SC	15.00	05/01/14-06/30/14
Tran, Grace	Project Specialist/SC	15.00	07/01/14-12/31/14
White, Matthew	Coaching Aide/SC	15.00	05/13/14-06/30/14
White, Matthew	Coaching Aide/SC	15.00	07/01/14-12/31/14
Zevon, Sarah	Project Specialist/IVC	9.50	05/15/14-06/30/14
Zevon, Sarah	Project Specialist/IVC	9.50	07/01/14-12/31/14
Zullo, Thomas	Project Specialist/SC	10.50	05/27/14-06/30/14
Zullo, Thomas	Project Specialist/SC	10.50	07/01/14-12/31/14

4. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2013/2014 and 2014/2015** academic year.

<u>Name</u>	Start/End Date
Beltran, Carla	05/01/14-06/30/14
Beltran, Carla	07/01/14-06/30/15
Brito, Andrea	05/15/14-06/30/14

4. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2013/2014 and 2014/2015** academic year.

<u>Name</u>	Start/End Date
Brito, Andrea	05/15/14-06/30/14
Chen, Maya	07/01/14-06/30/15
Dean, Heather	05/01/14-06/30/14
Dean, Heather	07/01/14-06/30/15
Donnelly, Randee	05/21/14-06/30/14
Donnelly, Randee	07/01/14-06/30/15
Gruenberg, Christine	05/30/14-06/30/14
Gruenberg, Christine	07/01/14-06/30/15
Josylen, Briana	05/15/14-06/30/14
Josylen, Briana	07/01/14-06/30/15
Nawabi, Ramon	05/27/14-06/30/14
Nawabi, Ramon	07/01/14-06/30/15
Pizana, Lizbet	05/27/14-06/30/14
Pizana, Lizbet	07/01/14-06/30/15
Saebi, Arad	07/01/14-06/30/15
Shibata, Angelica	05/27/14-06/30/14
Shibata, Angelica	05/27/14-06/30/14
Tang, Rachel	05/19/14-06/30/14
Tang, Rachel	07/01/14-06/30/15

5. 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 2013/2014 and 2014/2015 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
<sup>9</sup> Aboga-A, Christian	Tutor/SC	15.00/hr	05/09/14-06/30/14
Aboga-A, Christian	Tutor/SC	15.00/hr	07/01/14-06/30/15
Beninga, Rita	Comm. Ed./SC	2500.00/cs	05/12/14-06/30/14
Beninga, Rita	Comm. Ed./SC	2500.00/cs	07/01/14-06/30/15
Bui, Gary	Tutor/IVC	15.00/hr	05/29/14-06/30/14
Bui, Gary	Tutor/IVC	15.00/hr	07/01/14-06/30/15
Davis, Aaron	Clinical Skills Spec./SC	30.00/hr	05/06/14-06/30/14
Davis, Aaron	Clinical Skills Spec./SC	30.00/hr	07/01/14-06/30/15
<sup>10</sup> De Roulet, Eric	Tutor/IVC	15.00/hr	05/15/14-06/30/14
De Roulet, Eric	Tutor/IVC	15.00/hr	07/01/14-06/30/15
Deloye, Lucas	Sr. Lifeguard/SC	16.00/hr	05/27/14-06/30/14
Deloye, Lucas	Sr. Lifeguard/SC	16.00/hr	07/01/14-06/30/15

<sup>&</sup>lt;sup>9</sup> Brother of Kimverly Aboga-A, Child Development Center Aide, Childcare Center, Office of Student Services, Saddleback College

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<sup>&</sup>lt;sup>10</sup> Son of Daniel De Roulet, English Instructor, School of Humanities and Languages, Irvine Valley College.

5. 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 2013/2014 and 2014/2015 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
Derham, Edward	Interpreter IV/IVC	45.00/hr	07/01/14-06/30/15
Didlake, Lindsay	Sr. Lifeguard/SC	16.00/hr	05/27/14-06/30/14
Didlake, Lindsay	Sr. Lifeguard/SC	16.00/hr	07/01/14-06/30/15
Echelberger, John	Sr. Lifeguard/SC	16.00/hr	05/27/14-06/30/14
Echelberger, John	Sr. Lifeguard/SC	16.00/hr	07/01/14-06/30/15
Farrukh, Baber	Tutor/IVC	15.00/hr	07/01/14-06/30/15
Gidanian, Samuel	Tutor/IVC	15.00/hr	05/30/14-06/30/14
Gidanian, Samuel	Tutor/IVC	15.00/hr	07/01/14-06/30/15
Gray, Carrie	Comm. Ed./SC	2500.00/cs	07/01/14-06/30/15
Gunawan, Daphne	Tutor/IVC	15.00/hr	07/01/14-06/30/15
Haghighi, Annahita	Sr. Lifeguard/SC	16.00/hr	05/16/14-06/30/14
Haghighi, Annahita	Sr. Lifeguard/SC	16.00/hr	07/01/14-06/30/15
Hale, Michael	Comm. Ed./SC	2500.00/cs	05/20/14-06/30/14
Hale, Michael	Comm. Ed./SC	2500.00/cs	07/01/14-06/30/15
Hoang, Lisa	Cert. Test Proctor/IVC	12.50/hr	07/01/14-06/30/15
Johnson, Michael	Clinical Skills Spec./SC	30.00/hr	07/01/14-06/30/15
<sup>11</sup> Keith, Brooks	Comm. Ed./SC	2500.00/cs	06/03/14-06/30/14
Keith, Brooks	Comm. Ed./SC	2500.00/cs	07/01/14-06/30/15
Kopczynski, Lisa	Comm. Ed./SC	2500.00/cs	05/30/14-06/30/14
Kopczynski, Lisa	Comm. Ed./SC	2500.00/cs	07/01/14-06/30/15
Limbo, Harvey	Tutor/IVC	15.00/hr	07/01/14-06/30/15
Linnen, Jason	Cert. Test Proctor/IVC	11.50/hr	05/15/14-06/30/14
Linnen, Jason	Cert. Test Proctor/IVC	11.50/hr	07/01/14-06/30/15
Martin, Kristi	Comm. Ed./SC	2500.00/cs	07/01/14-06/30/15
Montgomery, Linda	Workforce Trainer/IVC	72.00/hr	07/01/14-06/30/15
Novak, Jacqueline	Clinical Skills Spec./SC	30.00/hr	07/01/14-06/30/15
Oshiro, Gail	Interpreter IV/IVC	45.00/hr	07/01/14-06/30/15
Park, Eun	Tutor/IVC	15.00/hr	05/19/14-06/30/14
Park, Eun	Tutor/IVC	15.00/hr	07/01/14-06/30/15
Phan, Hai	Workforce Trainer/IVC	72.00/hr	07/01/14-06/30/15
Ramos, David	Interpreter IV/IVC	45.00/hr	07/01/14-06/30/15
<sup>12</sup> Searcy, Nathan	Recreation Leader/SC	20.00/hr	05/27/14-06/30/14
Searcy, Nathan	Recreation Leader/SC	20.00/hr	07/01/14-06/30/15
<sup>13</sup> Sessler, Madison	Recreation Aide/SC	10.00/hr	05/27/14-06/30/14
Sessler, Madison	Recreation Aide/SC	10.00/hr	07/01/14-06/30/15

<sup>&</sup>lt;sup>11</sup> Wife of Randel Keith, Electrician, Office of Physical Plant, Saddleback College.

<sup>&</sup>lt;sup>12</sup> Son of Arronlea Searcy, Substitute Program Specialist, Divisions of Community Education and Contract Education Saddleback College and Cousin of Dr. Tod Burnett, College President, Saddleback College.

<sup>&</sup>lt;sup>13</sup> Daughter of Louis Sessler, Facilities Maintenance/Energy Project Manager, Office of Physical Plant, Saddleback College.

5. 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 2013/2014 and 2014/2015 academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	Position	Not to Exceed (\$)	Start/End Date
Shaw Kingery, Youlin	Tutor/IVC	15.00/hr	07/01/14-06/30/15
Stacy, Eryk	Workforce Trainer/IVC	72.00/hr	07/01/14-06/30/15
Trumbo, Dawn	Comm. Ed./SC	2500.00/cs	07/01/14-06/30/15
<sup>14</sup> Uhlman, Jennifer	Tutor/IVC	15.00/hr	05/30/14-06/30/14
Uhlman, Jennifer	Tutor/IVC	15.00/hr	07/01/14-06/30/15
Vanderwal, Crystal	Interpreter IV/IVC	45.00/hr	05/05/14-06/30/14
Vanderwal, Crystal	Interpreter IV/IVC	45.00/hr	07/01/14-06/30/15
Young, Jennifer	Medical Professional/SC	72.00/hr	05/01/14-06/30/14
Young, Jennifer	Medical Professional/SC	72.00/hr	07/01/14-06/30/15
Zirhut, Yvette	Captionist/IVC	30.00/hr	07/01/14-06/30/15

# B. <u>AUTHORIZATION TO ELIMINATE CLASSIFIED POSITION AND/OR POSITION NUMBERS</u>

1. <sup>15</sup>CUSTODIAN, Pos. #4758, Classified Bargaining Unit Salary Schedule Range 113, Office of Physical Plant, Irvine Valley College seeks authorization to eliminate this part-time, 28 hours per week, 12 months per year position from its staff complement, effective June 18, 2013. (Position approved: June 17, 2013)

#### C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

- 1. ACCOUNTING SPECIALIST (Temporary), Classified Bargaining Unit Salary Range 127, Office of Human Resources, District seeks authorization to establish a full-time, 40 hours per week, temporary positions to its staff complement, pursuant to a reorganization as defined in Title V Education Regulation, Section (c), Recruitment 53021 effective June 24, 2014. This position is temporary, not to exceed two years. Employment is contingent upon District specially funded program.
- 2. PAYROLL SPECIALIST (Temporary), Classified Bargaining Unit Salary Range 127, Office of Human Resources, District seeks authorization to establish a full-time, 40 hours per week, temporary positions to its staff complement, pursuant to a reorganization as defined in Title V Education Regulation, Section (c), Recruitment 53021 effective June 24, 2014. This position is temporary, not to exceed two years. Employment is contingent upon District specially funded program.

<sup>&</sup>lt;sup>14</sup> Daughter of John Uhlman, Community and Contract Education, Division of Community Education and Contract Education, Saddleback College.

<sup>&</sup>lt;sup>15</sup> This position was a duplicate submission to the Board of Trustees on June 17, 2013 in error. Original request for position was approved by the Board on March 18, 2013.

# D. AUTHORIZATION TO EXTEND A TEMPORARY CLASSIFIED POSITION

1. <sup>16</sup>SENIOR FINANCIAL AID SPECIALIST, temporary, Classified Bargaining Unit Salary Range 129, Financial Aid, Office of Student Service, Irvine Valley College, seeks authorization to extend a temporary, full-time, 40 hours per week position for up to one year, effective April 1, 2014.

# E. AUTHORIZATION TO CHANGE CLASSIFIED POSITIONS

- 1. DISTRICT seeks authorization to change the hours per week and/or months per year for the following Classified positions within their organization.
  - a. **ELIMINATE** ADMINISTRATIVE ASSISTANT, Pos. #4940, Office of the Vice Chancellor of Business Services, Classified Bargaining Unit Salary Range 121, part-time, 29 hours per week, 12 months per year position from its staff complement, and **CREATE** a ADMINISTRATIVE ASSISTANT, Classified Bargaining Unit Salary Range 121, full-time, 40 hours per week, 12 months per year position to its staff complement, effective June 24, 2014. (Position #4940 was approved by the Board of Trustees on October 28, 2013)
- 2. SADDLEBACK COLLEGE seeks authorization to change the hours per week and/or months per year for the following Classified positions within their organization.
  - a. **ELIMINATE** DIRECTOR OF FOSTER AND KINSHIP CARE PROGRAM, Categorical, a classified manager, Division of Social and Behavioral Sciences, Pos. #4635, Academic and Classified Administrator/Manager Salary Schedule Range 12, parttime, 29 hour per week, 12 months per year from its staff complement, and **CREATE** DIRECTOR OF FOSTER AND KINSHIP CARE PROGRAM, Categorical, a classified manager, Division of Social and Behavioral Sciences, Classified Administrator/Manager Salary Schedule Range 12, full-time, 32 hours per week, 12 months per year position to its staff complement, effective July 1, 2014. Employment in this categorical/grant funded position is contingent upon availability of funding from the Foster and Kinship Care Education Program grant. (Pos. #4635 was approved by the Board of Trustees on May 21, 2012)
    - i. **CHANGE IN HOURS,** MAJOR, NICOLE, #15735, a contract manager/term appointed, from Director of Foster and Kinship Care Program, Categorical, a classified manager, Pos. #4635, Academic and Classified Administrator/Manager Salary Schedule Range 12, Step 5, part-time, 29 hour per week, 12 months per year; to Director of Foster and Kinship Care Program, Categorical, a classified manager, Academic and Classified Administrator/Manager Salary Schedule Range 12, Step 5, full-time, 32 hours per week, 12 months per year, effective July 1, 2014 through June 30, 2015.

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<sup>&</sup>lt;sup>16</sup> Position initially approved by the Board of Trustees, September 23, 2013.

# E. AUTHORIZATION TO CHANGE CLASSIFIED POSITIONS

- 3. IRVINE VALLEY COLLEGE seeks authorization to change the hours per week and/or months per year for the following Classified positions within their organization.
  - a. ELIMINATE LABORATORY TECHNICIAN, STUDENT SUCCESS CENTER, Pos. #4749, School of Library Services, Classified Bargaining Unit Salary Schedule Range 122, full-time, 40 hours per week, 10 months per year position from its staff complement, and CREATE a LABORATORY TECHNICIAN, STUDENT SUCCESS CENTER, Classified Bargaining Unit Salary Schedule Range 122, full-time, 40 hours per week, 11 months per year position to its staff complement, effective July 1, 2014. (Position #4749 was approved by the Board of Trustees on February 25, 2013)

#### F. AUTHORIZATION TO ELIMINATE AND CREATE CLASSIFIED POSITIONS

- 1. SADDLEBACK COLLEGE seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title V Education Regulation, Section (a) and (b), Recruitment 53021.
  - a. **ELIMINATE** DIRECTOR OF FACILITIES, Pos. #4551, Office of Physical Plant, Academic and Classified Administrator/Manager Salary Schedule Range 19, full-time, 40 hours per week, 12 months per year from its staff complement, and **CREATE** SENIOR DIRECTOR OF COLLEGE FACILITIES, Office of Physical Plant, Academic and Classified Administrator/Manager Salary Schedule Range 21, full-time, 40 hours per week, 12 months per year position to its staff complement, effective July 1, 2014. (Position #4551 was approved by the Board of Trustees on May 21, 2012) (Exhibit B, Attachment 1)
    - i. **RECLASSIFY** JOHN OZUROVICH, ID #6816, from Director of Facilities, Pos. #4551, Office of Physical Plant, Academic and Classified Administrator/Manager Salary Schedule Range 19, Step 8, full-time, 40 hours per week, 12 months per year; to Senior Director of College Facilities, Office of Physical Plant, Academic and Classified Administrator/Manager Salary Schedule Range 21, Step 7, full-time, 40 hours per week, 12 months per year, effective July 1, 2014.
  - b. **ELIMINATE** APPLICATIONS SPECIALIST II, Pos. #4068, Division of Online Education and Learning Resources, Classified Bargaining Unit Salary Schedule Range 138, full-time, 40 hours per week, 12 months per year from its staff complement, and **CREATE** INSTRUCTIONAL TECHNOLOGIST, Division of Online Education and Learning Resources, Classified Bargaining Unit Salary Schedule Range 142, full-time, 40 hours per week, 12 months per year position to its staff complement, effective July 1, 2014. (Pos. #4068 was approved by the Board of Trustees on May 26, 2009) Exhibit B, Attachment 2)
    - i. **RECLASSIFY** VALERIE SENIOR, ID #6403, from Applications Specialist II, Pos. #4068, Division of Online Education and Learning Resources, Classified Bargaining Unit Salary Schedule Range 138, Step 6, 40 hours per week, 12 months per year; to Instructional Technologist, Division of Online Education and Learning Resources, Classified Bargaining Unit Salary Schedule Range 142, Step 5, 40 hours per week, 12 months per year, effective July 1, 2014.

#### F. AUTHORIZATION TO ELIMINATE AND CREATE CLASSIFIED POSITIONS

- 2. IRVINE COLLEGE seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title V Education Regulation, Section (a) and (b), Recruitment 53021.
  - a. ELIMINATE INSTRUCTIONAL DESIGNER, Pos. #4065, Office of Technology Services, Classified Bargaining Unit Salary Schedule Range 142, full-time, 40 hours per week, 12 months per year from its staff complement, and CREATE INSTRUCTIONAL TECHNOLOGIST, Office of Technology Services, Classified Bargaining Unit Salary Schedule Range 142, full-time, 40 hours per week, 12 months per year position to its staff complement, effective July 1, 2014. (Pos. #4065 was approved by the Board of Trustees on May 26, 2009) (Exhibit B, Attachment 2)
    - RECLASSIFY JOSEPH SAN JUAN, ID #8184, from Instructional Designer, Pos. #4065, Office of Technology Services, Classified Bargaining Unit Salary Schedule Range 142, Step 6, 40 hours per week, 12 months per year; to Instructional Technologist, Office of Technology Services, Classified Bargaining Unit Salary Schedule Range 142, Step 6, 40 hours per week, 12 months per year, effective July 1, 2014.

### G. REORGANIZATION

- 1. SADDLEBACK COLLEGE seeks authorization to eliminate and create classified positions within their organization as defined by Title V Education Regulation, Section (a) and (b), Recruitment 53021.
  - a. **ELIMINATE** ADMINISTRATIVE ASSISTANT, Pos. #3490, Division of Kinesiology and Athletics, Classified Bargaining Unit Salary Schedule Range 121, full-time, 40 hours per week, 12 months per year from its staff complement, and **CREATE** SENIOR ADMINISTRATIVE ASSISTANT, Division of Kinesiology and Athletics, Classified Bargaining Unit Salary Schedule Range 127, full-time 40 hours per week, 12 months per year position to its staff complement, effective July 1, 2014. (Position #3490 was approved by the Board of Trustees on July 27, 2006)
    - i. **RECLASSIFY** JESS REY PEREZ, ID #11244, from Administrative Assistant, Pos. #3490, Division of Kinesiology and Athletics, Classified Bargaining Unit Salary Schedule Range 121, Step 6, 40 hours per week, 12 months per year; to Senior Administrative Assistant, Division of Kinesiology and Athletics, Classified Bargaining Unit Salary Schedule Range 127, Step 4, 40 hours per week, 12 months per year, effective July 1, 2014.

#### H. CHANGE OF STATUS

- 1. CLASSIFIED EMPLOYMENT (Information Items Pursuant to Board Policy 4002.1)
  - a. KLINGE, ELLIOT, ID #18013, Front of House Assistant, Pos. #4390, Classified Bargaining Unit Salary Schedule Range 118, Step 4, 29 hours per week, 12 months per year, Division of Fine Arts and Media Technology, Saddleback College, is to be employed as Ticket Office Operations Manager, Pos. #3899, Classified Bargaining Unit Salary Schedule Range 122, Step 3, 40 hours per week, 12 months per year, Division of Fine Arts and Media Technology, Saddleback College, effective May 16, 2014. This is a replacement position for Harry Snowden, who retired.

# H. CHANGE OF STATUS

- 1. <u>CLASSIFIED EMPLOYMENT</u> (Information Items Pursuant to Board Policy 4002.1)
  - b. AYAD, CATHERINE, ID #14726, Health Sciences and Human Services Specialist, Categorical, Pos. #4885, Classified Bargaining Unit Salary Schedule Range 123, Step 6, 40 hours per week, 12 months per year, Division of Health Sciences and Human Services, Saddleback College, has been placed into the assignment of Program Assistant, Categorical, Pos. #5001, Classified Bargaining Unit Salary Schedule Range 118, Step 6, 40 hours per week, 12 months per year, Division of Health Sciences and Human Services, Saddleback College, in accordance with Article 17 of the C.S.E.A. contract, effective July 1, 2014. Employment in this categorical/grant funded position is contingent upon availability of funding from the Enrollment Growth for ADN grant.

#### 2. CLASSIFIED EMPLOYMENT EXTENDED

- a. BOSTWICK, TAMERA, ID #13397, is a temporary contract manager/term appointed as Acting Project Director Career Technical Education, categorical grant funded, Pos. #4638, Integrated Administrator/Manager Salary Schedule Range 13, Step 2, 40 hours per week, School of Career Technical Education and Workforce Development, Irvine Valley College, for a period of July 1, 2014 until the temporary assignment ends. Employment in this grant funded position is contingent upon the availability of the Career Technical Education Project Grants funded through the State of California.
- b. MAJOR, NICOLE, ID #15735, is a contract manager/term appointed as Director of Foster and Kinship Care Program, categorical/grant funded, Integrated Administrator/Manager Salary Schedule Range 12, Step 5, 32 hours per week, Division of Social and Behavioral Sciences, Saddleback College, for the period of July 1, 2014 through June 30, 2015. Employment in this categorical/grant funded position is contingent upon availability of funding from the Foster and Kinship Care Education Program grant.
- c. METZ, ROXANNE, ID #19340, is a contract manager/term appointed as College Grants and Contracts Manager, categorical/grant funded, Pos. #4691, Integrated Administrator/Manager Salary Schedule Range 13, Step 5, 40 hours per week, Grants and Contracts, Office of Administrative Services, Saddleback College, for the period of July 1, 2014 through June 30, 2015. Employment in this categorical/grant funded position is contingent upon availability of funding from Contract and Grant Indirect Revenue.
- d. OPEL, MARY, ID #19341, is a contract manager/term appointed as Construction Manager, categorical/grant funded, Pos. #4685, Integrated Administrator/Manager Salary Schedule Range 16, Step 4, 40 hours per week, Facilities, Planning and Purchasing, Office of Business Services, District, for the period of July 1, 2014 through June 30, 2015. Employment in this categorical/grant funded position is contingent upon availability of funding from Major Capitol Improvement, Project Specific.
- e. PRINCE, PAMELA, ID #17217, Program Specialist, a categorical/fee based funded position, Pos. #4399, Classified Bargaining Unit Salary Schedule Range 130, Step 4, 40 hours per week, School of Instruction and Economic and Workforce Development, Irvine Valley College, assignment has been extended effective July 1, 2014 through June 30, 2015. Employment in this categorical/fee based funded position is contingent upon funding from Economic and Workforce Development.

#### H. CHANGE OF STATUS - Continued

# 2. CLASSIFIED EMPLOYMENT EXTENDED

- f. SCHIERMEYER, DAVID, ID #19339, is a contract manager/term appointed as Construction Manager, categorical/grant funded, Pos. #4686, Integrated Administrator/Manager Salary Schedule Range 16, Step 6, 40 hours per week, Facilities, Planning and Purchasing, Office of Business Services, District, for the period of July 1, 2014 through June 30, 2015. Employment in this categorical/grant funded position is contingent upon availability of funding from Major Capitol Improvement, Project Specific.
- g. WEST, CHERYL, ID #19989, is a contract manager/term appointed as Grant Project Manager, categorical/grant funded, Pos. #4874, Integrated Administrator/Manager Salary Schedule Range 9, Step 2, 40 hours per week, Grants and Contracts, Division of Health Sciences and Human Services, Saddleback College, for the period of July 1, 2014 through June 30, 2015. Employment in this categorical/grant funded position is contingent upon availability of funding from Trade Adjustment Assistant Community College Career Training (TAACCCT) Grant funded through the Federal Government.

#### I. CLASSIFIED BILINGUAL STIPEND, ADDITIONAL COMPENSATION

- 1. MOHAMMADI, FARNAZ, ID #10663, Laboratory Technician, Computers, Pos. #4679, Classified Bargaining Unit Salary Schedule Range 122, Step 6, 27 hours per week, 12 months per year, Division of Online Education and Learning Resources, Saddleback College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 "Bilingual Stipend", effective June 24, 2014.
- 2. LUNA, LUZ-MARIA, ID #13985, Laboratory Technician, Computers, Pos. #4922, Classified Bargaining Unit Salary Schedule Range 122, Step 6, 40 hours per week, 12 months per year, Division of Online Education and Learning Resources, Saddleback College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 "Bilingual Stipend", effective July 1, 2014.

#### J. OUT OF CLASS ASSIGNMENTS

- 1. ALVAREZ, STEFANIE, ID #13181, Administrative Assistant, Pos. #4012, Classified Bargaining Unit Salary Schedule Range 121, Step 6, 40 hours per week, 12 months per year, Office of Academic Senate, Irvine Valley College, has been given a temporary change in assignment to Senior Administrative Assistant, Pos. #3750, Classified Bargaining Unit Salary Schedule Range 127, Step 4, 40 hours per week, School of Online and Extended Education, Irvine Valley College, effective May 21, 2014. This is a temporary reassignment for Heather Mendoza, who is on leave.
- 2. BANES, SHERRI, ID #12881, Senior Administrative Assistant, Pos. #3541, a temporary assignment, Classified Bargaining Unit Salary Schedule Range 127, Step 4, 40 hours per week, Office of the President, Saddleback College, temporary assignment ended on May 31, 2014, and returned to permanent assignment as Administrative Assistant, Pos. #4774, Classified Bargaining Unit Salary Schedule Range 121, Step 6, 40 hours per week, 12 months per year, Division of Fine Arts and Media Technology, Saddleback College, effective June 1, 2014.

#### J. OUT OF CLASS ASSIGNMENTS

- 3. CARMONA, SYLVIA, ID #8250, Financial Aid Specialist, Pos. #2659, Classified Bargaining Unit Salary Schedule Range 125, Step 6, 40 hours per week, 12 months per year, Office of Financial Aid, Irvine Valley College, has been given a temporary change in assignment to Senior Financial Aid Specialist, Pos. #4861, Classified Bargaining Unit Salary Schedule Range 129, Step 5, 40 hours per week, Office of Financial Aid, Irvine Valley College, effective June 3, 2014. This is a temporary reassignment in a vacant temporary position.
- 4. HIGGINS, RUTH, ID #2148, Acting Director of Financial Aid, Pos. #4862, a temporary assignment, Academic and Classified Administrator/Manager Salary Schedule Range 14, Step 1, 40 hours per week, Financial Aid, Office of Student Services, Irvine Valley College, temporary assignment ended on May 30, 2014, and returned to permanent assignment as Senior Financial Aid Specialist, Pos. #3353, Classified Bargaining Unit Salary Schedule Range 129, Step 6, 40 hours per week, 12 months per year, Financial Aid, Office of Student Services, Saddleback College, effective June 2, 2014.
- 5. PARKS, MONICA, ID #14103, Disabled Student Program Specialist, Pos. #3542, Classified Bargaining Unit Salary Schedule Range 123, Step 6, 40 hours per week, 12 months per year, Special Programs and Services, School of Guidance and Counseling, Irvine Valley College, has been given a temporary change in assignment to Senior Administrative Assistant, Pos. #3497, Classified Bargaining Unit Salary Schedule Range 127, Step 5, 40 hours per week, School of Guidance and Counseling, Irvine Valley College, effective May 27, 2014. This is a temporary reassignment for Hedy Renfro, who is on leave.
- 6. <sup>17</sup>RAMIREZ, ESTEBAN, ID #5758, Building Maintenance Worker, Pos. #4966, a temporary assignment, Classified Bargaining Unit Salary Schedule Range 124, Step 2, 40 hours per week, Office of Physical Plant, Irvine Valley College, temporary assignment ended on May 6, 2014 and has been given a temporary change in assignment to Lead Custodian, Pos. #3137 Classified Bargaining Unit Salary Schedule Range 119, Step 4, 40 hours per week, Office of Physical Plant, Irvine Valley College, effective May 7, 2014. This is a temporary reassignment for Robert McKee, who is on leave.
- 7. VU, PHUONG, ID #15426, Senior Financial Aid Specialist, Pos. #4864, a temporary assignment, Classified Bargaining Unit Salary Schedule Range 129, Step 5, 40 hours per week, 12 months per year, Financial Aid, Office of Student Services, Saddleback College, temporary assignment ended on May 30, 2014, and returned to permanent assignment as Financial Aid Specialist, Pos. #3403, Classified Bargaining Unit Salary Schedule Range 125, Step 6, 40 hours per week, 12 months per year, Financial Aid, Office of Student Services, Saddleback College, effective June 2, 2014.
- 8. TIMPSON, NATALIE, ID #19569, Financial Aid Specialist, Pos. #3403, a temporary assignment, Classified Bargaining Unit Salary Schedule Range 125, Step 2, 40 hours per week, 12 months per year, Financial Aid, Office of Student Services, Saddleback College, temporary assignment ended on May 30, 2014, and returned to permanent assignment as Financial Aid Specialist, Pos. #4288, Classified Bargaining Unit Salary Schedule Range 125, Step 2, 25 hours per week, 12 months per year, Financial Aid, Office of Student Services, Saddleback College, effective June 2, 2014.

June 23, 2014

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<sup>&</sup>lt;sup>17</sup> Permanent assignment is Custodian, Range 113, Step 6, 40 hours per week, Office of Physical Plant, Irvine Valley College.

# K. <u>AUTHORIZATION TO REVISE THE CLASSIFIED TEMPORARY NON-BARGAINING UNIT SALARY SCHEDULES</u>

1. Approval is requested to add ranges 3 and 4 to Coaching Aide, and ranges 4 through 11 to Certified Test Proctors on the Non-Bargaining Unit Salary Schedules, for 2014-2015, effective July 1, 2014. (Exhibit C, Attachment 1)

# L. <u>LEAVE OF ABSENCE</u>

1. BANES, SHERRI, ID #12881, Administrative Assistant, Pos. #4774, Classified Bargaining Unit Salary Schedule Range 121, Step 6, 40 hours per week, 12 months per year, Division of Fine Arts and Media Technology, Saddleback College, has been granted an unpaid leave of absence for one month, with benefits, effective June 1, 2014 through June 30, 2014.

#### M. 39 MONTH REEMPLOYMENT

1. DUBOIS, ELLE, ID #14003, Senior Administrative Assistant, Pos. #3256, Classified Bargaining Unit Salary Schedule Range 127, Step 5, 40 hours per week, 12 months per year, Division of Advanced Technology and Applied Sciences, Saddleback College, employment separation effective May 5, 2014. Employee shall be placed on a 39 month re-employment list in accordance with Education Code 88195. Payment is authorized for any compensated time off. (Permanent Hire date: November 16, 2009)

#### N. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

- 1. ANZLOVAR, BARBARA, ID #10942, Senior Health Office Assistant, Pos. #4778, 33 hours per week, 10 months per year, Student Health Center, Office of Student Services, Irvine Valley College, conclusion of employment effective May 19, 2014. Payment is authorized for any compensated time off. (Probationary Start date: August 19, 2013)
- 2. ALTMAN, CHRISTINA, ID #19096, Senior Administrative Assistant, Pos. #3243, 40 hours per week, 12 months per year, Division of Social and Behavioral Sciences, Saddleback College, resignation effective June 11, 2014. Payment is authorized for any compensated time off. (Permanent Start date: November 1, 2012)
- 3. CATALDO, MONICA, ID #19037, Senior Administrative Assistant, Pos. #3326, 40 hours per week, 12 months per year, Office of the President, Irvine Valley College, resignation effective May 27, 2014. Payment is authorized for any compensated time off. (Probationary Start date: June 5, 2013)
- 4. PALMER, JAMES, ID #17332, Public Safety Assistant, Pos. #4735, 25 hours per week, 12 months per year, Office of Campus Safety and Security, Irvine Valley College, resignation effective May 5, 2014. Payment is authorized for any compensated time off. (Permanent Start date: September 24, 2012)
- 5. WEDEL, TERRY, ID #2408, Director of College Broadcast Services, Pos. #4602, College Television and Radio, Division of Fine Arts and Media Technology, Saddleback College, resignation effective August 4, 2014 and retirement August 5, 2014. Payment is authorized for any compensated time off. (Permanent Start date: August 7, 1978)

# O. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the 2013/2014 and 2014/2015 academic year.

Fine Arts and Media Technology/ Saddleback College

Ahern, Weston Edmonds, Annette O'Connor, Sean Olamendi, Esmeralda Appel, Joanne Fink, Hyman Armengol, Tom Flournoy, Craig Pacholka, Amber Bennett, Kelly Flournoy, DeAnna Phan, Laura Bergeson, Gary Flournoy, Ryan Philips, Derrick Borja, Christopher Gomez, Kristen Pollock, Norm Boyer, Gary Holsinger, William Riccio, Petel Breazeale, Barbara Hustrulid, Lynelle Rios, Rosann Breazeale, Dave Hylton, Jeff Shab, Donald Brinckerhoff, Sherry Johnson, Matt Shevchuk, Benjamin Jones, Kelly Shwartz, Mark Brinckerhoff, Jeff Brinckerkoff, Sherry Kang, Rachel Snyder, Michael Brown, Beverly Kincaid, Michael Song, Yoon Brubaker, Katie Kirkwood, Brionne Stephenson, Sandra Brubaker, Susan Kirkwood, Sandra Stevens, Ashley Buchanan, Jeremy Stockesberry, Ken Larson, Derek Glenn Burket, Gregory Lavayen, Caroline Theisen, Brittany Cho, Nancy Lavayen, Catherine Thornton, Donna Cho, Sam Leigh, Victoria Todd, Jennifer Lewis, Alfreda Toole, Shelby Corwin, Bonnie Craig, Maggie Love, Bob Toole, Sydney Craig, Natalie Ludwig, David Vallejos, Antoinette Wiebe-Bailey, Shaun Cummings, Anne Lugo, Laurene Daniels, Gerald Lugo, Vera Woodworth, Brian Delannoy, Christina Lustig, Alex Yee, Kevin Miller, Robin Descoteaux, David Yip, Vienna Dimas, Lori Mitchell, Dora Zimbalist, Jacqueline Duffy, John Moore, David

Guidance and Counseling, Irvine Valley College

Maffris, Vincenta Arrizon

Duffy, Sharon

Health, Kinesiology and Athletics, Irvine Valley College

Hapombhejara, Jirabhajara

Humanities and Languages, Irvine Valley College

Kim, Woong Nakagami, Atsuki Toyama, Yoko

Nobakht, Vicki

Liberal Arts/ Saddleback College

Good, Victoria Henderson, Liz Lamanuzzi, Brenda

Life Sciences and Technologies, Irvine Valley College

Wong, Jacqueline

# O. <u>VOLUNTEERS</u>

1. The following individuals are to be approved as Volunteers for the 2013/2014 and 2014/2015 academic year.

Social and Behavioral Science, Saddleback College

Arsenault, Sara Gregory Kristopher Ortiz, Luz Maria Chhabra, Rajeev Hidalgo, Alma Smith, E. Russell

Cubbage-Vega, April Mercurio, Michael

Social and Behavioral Sciences, Irvine Valley College

Callian, Ted

Transfer, Career & Special Programs, Saddleback College

Murray, Brent Lawler, Lisa Poblano, Renee

South Orange County Community College District

SENIOR DIRECTOR OF COLLEGE FACILITIES – JC # - Classified Manager – Integrated Academic and Classified Administrators and Managers Salary Schedule Range 21 - Saddleback College

#### DEFINITION

To plan, organize, coordinate, direct, review and evaluate the construction, modification and maintenance of the buildings, grounds, classrooms, laboratories, athletic and recreational areas, offices and other facilities for a large and complex college, including day-to-day building and grounds maintenance and operations; transportation; facility construction and modification; scheduled, preventive and deferred maintenance; campus sustainability programs; environmental compliance; facility technological requirements; hazardous materials management and resource management; train, supervise and evaluate the performance of assigned personnel; prepare and administer annual program budgets; ensure compliance with District policies and applicable local, State and federal regulations. May attend meetings and provide assistance on behalf of the Vice President of College Administrative Services as assigned or as required.

To foster a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the District; lead by example; actively participate in and support District-wide participatory governance components and activities and other collaborative processes; encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Vice President for College Administrative Services or President's designee. Exercises functional and technical supervision over assigned personnel.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Plan, organize, coordinate and direct facilities operations and activities; develop and implement appropriate methods and procedures to optimize efficient and effective delivery of services; compile and analyze data; develop organizational structures and work processes that facilitate attainment of established program goals and objectives.

May represent the Vice President for College Administrative Services at College and District committees, meetings and events, and Board of Trustees meetings as assigned.

Perform assigned duties and make recommendations as a member of the College President's Executive Team while representing the Vice President for College Administrative Services as assigned.

Plan, organize, coordinate and direct all new construction and facility enhancement programs; coordinate and approve selection of outside contractors including architectural and engineering firms, construction contractors, vendors and maintenance companies; develop long term strategic plans of campus facilities needs and assessments.

Plan, organize, coordinate and direct the development of sustainable and environmental compliance plans with strategies that apply green solutions, implements renewable energy technologies, water conservation, storm water pollution controls, and incorporate best management environmental practices; work closely with college faculty, students and staff, and the community to research and strategize innovative ideas and solutions, collaborate on District wide projects, act as a resource to departments to research and develop new sustainable practices, research and draft policies for consideration.

South Orange County Community College District Page 2 - Senior Director of College Facilities

Provides institutional leadership in the development of the Facilities Master Plan, Five Year Construction Plan and other facilities planning efforts through active participation in College and District-wide committees.

Plan, organize, coordinate and direct regulatory compliance with several outside agencies, such as AQMD, DSA, Fish and Game, Health Department, Fire Department, State and Regional Water Resources Board, Department of Toxic Substances, Integrated Waste Management Board, city and county agencies and other applicable state, federal and environmental agencies.

Plan, coordinate, direct and evaluate College safety procedures and programs; identify and maintain environmentally sound practices; establish and supervise in-house inspections of all safety equipment; identify and recommend elimination of safety and health hazards; coordinate with College and District administrators and staff to develop on-going safety training programs related to the Illness and Injury Prevention Plan and Cal-OSHA.

Plan, coordinate, and direct department's response for college's disaster preparation and business continuity; perform assigned duties and responsibilities on college's Emergency Operations Center.

Provides institutional leadership in developing partnerships, liarson and collaboration with cities, county, and State agencies, utility companies, and developers of local projects and other endeavors which impact the infrastructure and transportation circulation of the campus.

Plan, coordinate, direct and evaluate College facilities use; review and ensure compliance on contractual agreements related to facilities use; may supervise implementation of facilities rental and master calendar scheduling programs.

Plan, organize, coordinate and direct the maintenance, construction, technological infrastructure and modification of a wide variety of complex physical assets such as central and co-generation plants on a full time (24/7) basis.

Recommend, develop and implement energy management and cost savings programs by enhancing systems to run more cost efficiently to reduce maintenance costs.

Prepare and administer annual program budgets; prepare recommendations and justifications regarding budget requests; authorize expenditures according to District policies and applicable regulations.

Train, supervise and evaluate the performance of assigned managerial, supervisory, technical and support personnel; delegate and review assignments and projects; evaluate work products and results; establish and monitor timelines and prioritize work.

Coordinate facilities programs, services and activities with student services functions and instructional programs; serve on campus and District committees, task forces and other work groups; provide technical expertise concerning College facilities.

Ensure compliance with District policies as well as State and federal laws related to assigned program; review and certify the accuracy of data.

Prepare and submit a variety of statistical and narrative reports; prepare budget reports, annual recap data and special reports, proposals, recommendations and other materials as requested; coordinate and respond to periodic audits and inspections.

South Orange County Community College District Page 3 - Senior Director of College Facilities

Communicate with District and College administrators and support staff, representatives of State and federal regulatory agencies, educational institutions, social service organizations, architects, construction project managers, inspectors and others to coordinate activities.

Maintain current knowledge of the District policies, procedures and local State and federal legal requirements related to facilities construction, modification, maintenance and operations.

Make oral presentations to Board of Trustees, administrators, staff and professional colleagues at various gatherings; develop, coordinate and conduct workshops to provide specialized information and training regarding College facilities and related programs.

Perform related duties as assigned.

#### **QUALIFICATIONS**

# **EDUCATION AND EXPERIENCE GUIDELINES**

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

#### **Education:**

Equivalent to a Bachelor's degree from an accredited college or university with major course work in engineering, architecture, public or business administration or closely related field. Master's degree from an accredited college or university with major course work in engineering, architecture, public or business administration or closely related field is desirable.

#### Experience:

At least five years of increasingly responsible experience in facilities management of an educational district with multiple types of buildings and grounds or closely related field, including at least three years of experience in a supervisory capacity.

#### Licenses or Other Requirements:

A valid California driver's license.

Professional Engineer certification is highly desirable.

#### Knowledge of:

Budget preparation and administration.

Building design, building trades and California construction codes.

Green building strategies, best management and sustainable practices, and policy development.

Current technologies utilized in the maintenance and operation of complex building and environmental systems.

Correct English composition, grammar, spelling and vocabulary.

Cost benefit analysis and cost accounting.

District and College organization, operations and objectives.

District and College policies and State and federal laws and regulations related to assigned program.

Interpersonal skills including tact, patience and diplomacy.

Materials, methods, practices, machinery and equipment used in electrical, plumbing, HVAC and swimming pool maintenance activities.

Materials, methods, practices, machinery and equipment used for major facilities projects, construction, structural utilities, energy conservation projects, facilities repair and maintenance, landscape and irrigation installation and repair and college transportation services.

South Orange County Community College District Page 4 - Senior Director of College Facilities

#### Knowledge of:

Occupational hazards and OSHA safety standards.

Operation of computer, peripherals and software programs, including database management, spreadsheet, word processing and specialized software related to District or College operations and facilities.

Oral and written communication skills.

Planning and organizational skills.

Principles and practices of construction plan and specification preparation.

#### Ability to:

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations.

Collect, compile and analyze data.

Communicate clearly and concisely, both orally and in writing.

Effectively utilize District/College resources to attain a clean, safe and appropriate learning environment for students, faculty, administrators and staff.

Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

Establish and maintain effective and cooperative working relationships with those contacted in the course of work.

Interpret and apply complex and technical State and federal laws and regulations related to assigned program.

Maintain current knowledge of facilities management, including, construction, modification, maintenance and operations.

Maintain the security of confidential information and materials.

Negotiate with vendors and contractors.

Operate office equipment such as computer, printer, calculator, copier and facsimile machine.

Plan, organize, coordinate and direct the programs, services and activities related to facilities construction, modification, maintenance and operations.

Prepare and administer budgets for assigned program areas.

Prepare oral and written reports and recommendations.

Read, interpret, apply, explain and interrelate engineering drawings, construction plans and specifications. Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.

Train, supervise and evaluate the performance of assigned personnel.

Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.

Work effectively with others to achieve common goals.

# WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

# Work Environment

Duties are performed in an office environment while sitting at a desk or outside with exposure to adverse weather conditions including sun, wind, rain and sleet. Sometimes exposed to adverse conditions involving extreme temperatures dirt, dust, steam, noise from machinery or equipment, uneven pavement and construction or maintenance equipment while inspecting the work sites of subordinates or contracted workers. Incumbents are subject to contact with others, frequent interruptions, and demanding timelines. Minimal environmental controls are required to assure health and comfort.

South Orange County Community College District Rage 5 - Senior Director of College Facilities

# Physical Demands

Incumbents regularly sit for long periods, walk or stand for extended periods, travel to varied locations to attend meetings and conduct work, use hands and fingers to operate a keyboard or other office machines, reach with hands and arms, bend at waist, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; see to read fine print, diagrams, schematics, and operate computer; hear and understand voices over telephone and in person; and lift, carry, and/or move objects weighing up to 25 pounds.

Finalized by Marlys Gradt and Associates, June 4, 2014

South Orange County Community College District

**SENIOR DIRECTOR OF COLLEGE FACILITIES** – **JC** # - Classified Manager – Integrated Academic and Classified Administrators and Managers Salary Schedule Range 21 - Saddleback College

#### **DEFINITION**

To plan, organize, coordinate, direct, review and evaluate the construction, modification and maintenance of the buildings, grounds, classrooms, laboratories, athletic and recreational areas, offices and other facilities for a large and complex college, including day-to-day building and grounds maintenance and operations; transportation; facility construction and modification; scheduled, preventive and deferred maintenance; campus sustainability programs; environmental compliance; coordination of facility technological requirements; hazardous materials management and resource management; train, supervise and evaluate the performance of assigned personnel; prepare and administer annual program budgets; ensure compliance with District policies and applicable local, State and federal regulations. May attend meetings and provide assistance on behalf of the Vice President of College Administrative Services as assigned or as required.

To foster a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the District; lead by example; actively participate in and support District-wide participatory governance components and activities and other collaborative processes; encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Vice President for College Administrative Services or President's designee. Exercises functional and technical supervision over assigned personnel.

**EXAMPLES OF DUTIES** - Duties may include, but are not limited to, the following:

Plan, organize, coordinate and direct college facilities operations and activities; develop and implement appropriate methods and procedures to optimize efficient and effective delivery of services; compile and analyze data; develop organizational structures and work processes that facilitate attainment of established program goals and objectives.

May represent the Vice President for College Administrative Services at College and District committees, meetings and events, and Board of Trustees meetings as assigned.

Perform assigned duties and make recommendations as a member of the College President's Executive Team while representing the Vice President for College Administrative Services as assigned.

Plan, organize, coordinate and/or direct construction for existing facilities and develop facilities enhancement programs; coordinate and recommend approval for selection of outside contractors including architectural and engineering firms, construction contractors, vendors and maintenance companies; for projects defined as college managed facilities projects; develop long term strategic plans of campus facilities need and assessments; work as college liaison with district facilities planning department on large construction/Capitol projects for the college.

Plan, organize, coordinate and/or direct the development of sustainable and environmental compliance plans with strategies that apply green solutions, participate in Sustainability Committee meetings, implements renewable energy technologies, water conservation, storm water pollution controls, and incorporate best management environmental practices; work closely with college faculty, students and staff, and the community to research and strategize innovative ideas and solutions, collaborate on District wide projects, act as a resource to departments to research and develop new sustainable practices, research and draft policies for consideration.

South Orange County Community College District Page 2 - Senior Director of College Facilities

Provides institutional leadership in the development of the Facilities Master Plan, Five Year Construction Plan and other facilities planning efforts through active participation in the College and District-wide committee.

Plan organize, coordinate and/or direct regulatory compliance with several outside agencies, such as AQMD, Fish and Game, Health Department, Fire Department, State and Regional Water Resources Board, Department of Toxic Substances, Integrated Waste Management Board, city and county agencies and other applicable state, federal and environmental agencies.

Understand and follow Federal, State, Local and District procurement and contract laws policies, administrative regulations and procedures.

Participate in regular meetings with District-wide Facilities group; contribute to District-wide efforts to engage economy of scale potential between the colleges for similar project types.

Act as college liaison for District Facilities Planning management of State Chancellor's Office facilities issues including scheduled maintenance, space inventory and condition assessments, coordinate all Division of the State Architect issues with District Facilities Planning,

Provide college leadership and coordinate with District Facilities Planning in the development of district-wide plans, such as sustainability plans, storm water management plans, five-year plans, and Education and Facilities Master Planning,

Plan, coordinate, direct and evaluate College safety procedures and programs; identify and maintain environmentally sound practices; establish and supervise in-house inspections of all safety equipment; identify and recommend elimination of safety and health hazards; coordinate with College and District administrators and staff to develop on-going safety training programs related to the Illness and Injury Prevention Plan and Cal-OSHA.

Plan, coordinate, and direct department's response for college's disaster preparation and business continuity; perform assigned duties and responsibilities on college's Emergency Operations Center. Provide institutional leadership, as appropriate, in developing partnerships, liaison and collaboration with cities, county, and State agencies, utility companies, and developers of local projects and in other work with District Facilities Planning to address endeavors which impact the infrastructure and transportation circulation of the campus.

Plan, coordinate, direct and evaluate College facilities use; review and ensure compliance on contractual agreements related to facilities use; may supervise implementation of facilities rental and master calendar scheduling programs.

Plan, organize, coordinate and/or direct the maintenance, construction renovation, technological infrastructure and modification of a wide variety of complex physical assets such as central and cogeneration plants on a full time (24/7) basis.

Recommend, develop and implement energy management and cost savings programs by enhancing systems to run more cost efficiently to reduce maintenance costs.

Prepare and administer annual program budgets; prepare recommendations and justifications regarding budget requests; authorize expenditures according to District policies and applicable regulations.

Train, supervise and evaluate the performance of assigned managerial, supervisory, technical and

South Orange County Community College District Page 3 - Senior Director of College Facilities

support personnel; delegate and review assignments and projects; evaluate work products and results; establish and monitor timelines and prioritize work.

Coordinate facilities programs, services and activities with student services functions and instructional programs; serve on campus and District committees, task forces and other work groups; provide technical expertise concerning College facilities.

Ensure compliance with District policies as well as State and federal laws related to assigned program; review and certify the accuracy of data.

Prepare and submit a variety of statistical and narrative reports; prepare budget reports, annual recap data and special reports, proposals, recommendations and other materials as requested; coordinate and respond to periodic audits and inspections.

Communicate with District and College administrators and support staff, representatives of State and federal regulatory agencies, educational institutions, social service organizations, architects, construction project managers, inspectors and others to coordinate activities.

Maintain current knowledge of the District policies, procedures and local State and federal legal requirements related to facilities construction, modification, maintenance and operations.

Make oral presentations to Board of Trustees, administrators, staff and professional colleagues at various gatherings; develop, coordinate and conduct workshops to provide specialized information and training regarding College facilities and related programs.

Perform related duties as assigned.

#### QUALIFICATIONS

#### EDUCATION AND EXPERIENCE GUIDELINES

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

#### Education:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in engineering, architecture, public or business administration or closely related field. Master's degree from an accredited college or university with major course work in engineering, architecture, public or business administration or closely related field is desirable.

# Experience:

At least five years of increasingly responsible experience in facilities management of an educational district with multiple types of buildings and grounds or closely related field, including at least three years of experience in a supervisory capacity.

# Licenses or Other Requirements:

A valid California driver's license.

Professional Engineer certification is highly desirable.

#### Knowledge of:

Budget preparation and administration.

South Orange County Community College District

Page 4 - Senior Director of College Facilities

Building design, building trades and California construction codes.

Green building strategies, best management and sustainable practices, and policy development.

Current technologies utilized in the maintenance and operation of complex building and environmental systems.

Correct English composition, grammar, spelling and vocabulary. Cost benefit analysis and cost accounting.

District and College organization, operations and objectives.

District and College policies and State and federal laws and regulations related to assigned program. Interpersonal skills including tact, patience and diplomacy.

Materials, methods, practices, machinery and equipment used in electrical, plumbing, HVAC and swimming pool maintenance activities.

Materials, methods, practices, machinery and equipment used for major facilities projects, construction, structural utilities, energy conservation projects, facilities repair and maintenance, landscape and irrigation installation and repair and college transportation services.

Occupational hazards and OSHA safety standards.

Operation of computer, peripherals and software programs, including database management, spreadsheet, word processing and specialized software related to District or College operations and facilities.

Oral and written communication skills. Planning and organizational skills.

Principles and practices of construction plan and specification preparation.

#### Ability to:

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations.

Collect, compile and analyze data.

Communicate clearly and concisely, and effectively both orally and in writing with diverse constituencies within and outside of the District.

Effectively utilize District/College resources to attain a clean, safe and appropriate learning environment for students, faculty, administrators and staff.

Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

Establish and maintain effective and cooperative working relationships with those contacted in the course of work.

Interpret and apply complex and technical State and federal laws and regulations related to assigned program.

Maintain current knowledge of facilities management, including, construction, modification, maintenance and operations.

Maintain the security of confidential information and materials. Negotiate with vendors and contractors.

Operate office equipment such as computer, printer, calculator, copier and facsimile machine.

Plan, organize, coordinate and direct the programs, services and activities related to facilities construction, modification, maintenance and operations.

Prepare and administer budgets for assigned program areas. Prepare oral and written reports and recommendations.

Read, interpret, apply, explain and interrelate engineering drawings, construction plans and specifications. Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.

Train, supervise and evaluate the performance of assigned personnel.

Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.

Work effectively with others to achieve common goals.

South Orange County Community College District Page 5 - Senior Director of College Facilities

#### WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### Work Environment

Duties are performed in an office environment while sitting at a desk or outside with exposure to adverse weather conditions including sun, wind, rain and sleet. Sometimes exposed to adverse conditions involving extreme temperatures dirt, dust, steam, noise from machinery or equipment, uneven pavement and construction or maintenance equipment while inspecting the work sites of subordinates or contracted workers. Incumbents are subject to contact with others, frequent interruptions, and demanding timelines. Minimal environmental controls are required to assure health and comfort.

#### **Physical Demands**

Incumbents regularly sit for long periods, walk or stand for extended periods, travel to varied locations to attend meetings and conduct work, use hands and fingers to operate a keyboard or other office machines, reach with hands and arms, bend at waist, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; see to read fine print, diagrams, schematics, and operate computer; hear and understand voices over telephone and in person; and lift, carry, and/or move objects weighing up to 25 pounds.

Finalized by Marlys Grodt and Associates, June 4, 2014 Revised by Grodt June 20, 2014.

South Orange County Community College District

INSTRUCTIONAL TECHNOLOGIST – JC #, Classified Bargaining Unit Salary Schedule Range 142

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

#### SUMMARY DESCRIPTION

Under general direction from management staff, provides instructional design consultation and expertise to faculty and staff; explores and initiates innovations in technology for online, hybrid, and web-enhanced course content; develops and offers workshop and training to faculty in instructional technology; designs, maintains, and updates web presence, tutorials, and other digital and print media related to online learning; participates in operational planning, data analysis, and report writing to support program goals and improvement; identifies and maintains instructional integrity of distance learning course development in accordance with College standards and practices; and provides as needed first-level support to ensure timely response to users.

#### REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- 1. Provide instructional design consultation and expertise to faculty and staff.
- 2. Assist faculty in producing, developing, and implementing innovative and effective online course materials including multi-media elements, digital learning, and other media as technologies evolve.
- 3. Collaborate with faculty to ensure instructional integrity of distance learning course development utilizing systematic design with clear standards and objectives.
- 4. Plan, design, and implement a variety of faculty professional development opportunities on the effective and innovative use of instructional technologies as well as student-centered resources that support online success and retention.
- 5. Design, maintain, and update web-based learning guides, tutorial, and other digital and printed materials that effectively promote online learning.
- 6. Identify and maintain effective tools and techniques necessary to expand student access and success in the online environment.
- 7. Consult with campus Accessibility Specialist to assist individuals on campus to ensure Americans with Disabilities Act (ADA) and Section 508 compliance in software; ensure universal designs are integrated into all distance learning applications and course materials.
- 8. Coordinate existing professional development facilities for faculty and staff.
- 9. Provide leadership in professional development programs for faculty, students, and staff on software applications and related technology including workshops, online materials, media designs, mentoring, and group activities.
- 10. Serve as point of contact with relevant external vendors and outside agencies as needed; serve as technical liaison with campus Technology Services department.
- 11. Participate in operational planning for the online learning program to meet college-wide, program-level, and accreditation goals.
- 12. Assist in monitoring support requests via electronic means including, but not limited to, email, phone, support tickets system; attempt resolution or route to second level support technician.
- 13. Perform related duties as required.

South Orange County Community College District

Page 2 - Instructional Technologist

#### **QUALIFICATIONS**

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

#### Knowledge of:

Multi-media, web, and universal design principles, theories, and methodology.

Distributed learning practices and technologies.

Graphic and software interface design, particularly for web-based applications.

Understanding of and commitment to the use of instructional technology.

Computers and higher education applications, associated functions, and software as well as course management software.

Principles, methods, and techniques of designing and presenting training materials and programs.

Principles and practices used in troubleshooting software application problems.

Pertinent federal, state, and local laws, codes, and regulations.

Office procedures, methods, and equipment including computers and applicable software applications such as word processing, data management, and project management tools.

Principles, practices, and procedures of research and report preparation.

Principles and practices used to establish and maintain files and information retrieval systems.

#### Ability to:

Understand, interpret, and apply administrative policies and procedures as well as pertinent laws, regulations, and ordinances including federal, state, and WASC accreditation regulations and guidelines related to distance education.

Apply current instructional technologies to support student learning outcomes.

Utilize generally accepted instructional technology principles and practices as employed in higher education.

Utilize a wide range of digital media tools and web development tools to accomplish assigned tasks.

Develop online instructional content using best practices in universal design.

Develop and facilitate workshops and tutorials in a variety of engaging and innovative formats.

Understand and develop 508 compliant course content and test accessibility using various assistive technology guidelines and tools.

Produce innovative and engaging multimedia content using current media production tools.

Operate, maintain, and administer current course management systems and instructional technology tools. Train and create rich media for use by faculty in courses.

Provide applicable and effective training to faculty and staff regarding instructional technology; coordinate the development and provision of training on software applications.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

Operate a variety of equipment including computers, scanners, cameras, printers, video, CD-ROM and DVD as well as supporting software applications.

Operate office equipment including computers and supporting word processing, data management, and project management tools.

Assess user needs and provide adequate technical support for instructional applications.

Communicate effectively with beginning and experienced technology users.

Demonstrate organizational ability necessary to initiate, manage, and complete multiple collaborative instructional technology projects and see them through to timely completion.

Recommend appropriate uses of technology for online learning.

Adapt to changing technologies and learn functionality of new equipment, programs, and systems as they evolve; independently maintain currency in educational technology, computer programs/software, web design, graphic design, and related tools.

South Orange County Community College District Page 3 - Instructional Technologist

### Ability to:

Collaborate with faculty, administration, and classified staff.

Demonstrate a customer-oriented approach with faculty and staff.

Work independently with little direction or as part of a team.

Work in an atmosphere of collegial decision-making, demonstrating consensus-building skills.

Research, compile, analyze, and interpret data.

Prepare a variety of clear and concise reports.

Prepare and maintain a variety of records and files.

Represent the Division and College in a wide variety of campus and community settings.

Demonstrated commitment to academic excellence.

Work with and exhibit sensitivity to and understanding of the varied racial, ethnic, cultural, sexual orientation, academic, socio-economic, and disabled populations of community college students.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

<u>EDUCATION AND EXPERIENCE GUIDELINES</u> - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

<u>Education/Training</u>: Equivalent to a Bachelor's degree from an accredited college or university with major course work in education technology, instructional design, or a related field.

<u>Experience</u>: Five years of increasingly responsible experience in the development of online instructional content using best practices in universal design. Experience as a distance learning student and/or instructor/facilitator is preferred. Advanced education in a related field may substitute for some experience.

### PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

<u>Environment</u>: Work is performed primarily in a standard office setting. Duties are typically performed at a desk or computer terminal; subject to noise from office equipment operation; frequent interruptions and contact in person and on the telephone with students, academic and classified staff and others. At least minimal environmental controls are in place to ensure health and comfort.

<u>Physical</u>: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Finalized by Forsberg Consulting Services, May, 2014

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT NON-BARGAINING UNIT SALARY SCHEDULES 2014-2015 (eff. 07/01/14)

## NON-BARGAINING UNIT, TEMPORARY, SHORT TERM HOURLY SALARY SCHEDULE\*

\*Non-Bargaining Unit, Temporary, Short Term, Hourly employees do not exceed (in any combination of assignments) a maximum of <u>160 days</u> in any fiscal year. Any number of hours per day constitutes a day worked. The Department/Division is responsible for tracking the amount of days. All ranges are based on skill level/departmental budget, not longevity.

<u>Job Title</u> <u>Level of Service</u> <u>Hou</u>	ırly Rate
Adapted Kinesiology Aide Range 003 Entry	9.50
(HRNBU08) Range 004 Entry	10.50
Range 005 Entry	11.50
Range 006 Intermediate	12.50
Range 007 Intermediate	13.00
Range 008 Skilled	14.00
Range 009 Skilled	15.00
Range 010 Skilled	15.50
Range 011 Advanced	16.00
Range 012 HR app req	18.00
Range 013 HR app req	20.00
Child Development Center Aide	
(HRNBU17) Range 001 12 ECE Units	10.00
Range 002 18 ECE Units	11.00
Range 003 24 ECE Units	12.00
Child Development Center Project Specialist	
(HRNBU17) Range 013 Child Dev. Teacher	
Permit	20.00
Clerk Short Term	
(A&R/Registration/Comm. Ed./Fiscal)	
(HRNBU09) Range 003 Entry	9.50
Range 004 Entry	10.00
Range 005 Entry	10.50
Range 006 Intermediate	11.00
Range 007 Intermediate	11.50
Range 008 Skilled	12.00
Range 009 Skilled	12.50
Range 010 Skilled	13.00
Range 011 Advanced	14.00
Range 012 Advanced	15.00
Range 013 Advanced	16.00

## South Orange County Community College District Page 2 – NBU Salary Schedules, 2014-2015

Job Title		Level of Service H	ourly Rate
Coaching Aide	Dan an 002		15.00
(HRNBU12)	Range 002		15.00
	Range 003		20.00
	Range 004		25.00
DSPS Proctor	Range 004	Entry	10.50
(HRNBU08)	Range 005	Entry	11.50
	Range 006	Intermediate	12.50
	Range 007	Intermediate	13.00
	Range 008	Skilled	14.00
	Range 009	Skilled	15.00
	Range 010	Skilled	15.50
	Range 011	Advanced	16.00
Firearms Trainer	Range 001		50.00
	Range 002		55.00
	Range 003		60.00
	Range 004		65.00
	Range 005		70.00
	Range 006		75.00
	Range 007		80.00
Lab. Aide	Range 003	Entry	9.50
(HRNBU11)	Range 004	Entry	10.00
,	Range 005	Entry	10.50
	Range 006	Intermediate	11.00
	Range 007	Intermediate	11.50
	Range 008	Skilled	12.00
Matriculation Proctor	Range 004	Entry	10.50
(HRNBU13)	Range 005	Entry	11.50
(IIICIADO 13)	Range 006	Intermediate	12.50
	Range 007	Intermediate	13.00
	Range 007	Skilled	14.00
	Range 009	Skilled	15.00
	Range 010	Skilled	15.50
	Range 011	Advanced	16.00
Outreach Aide	Panga 002	Entry	9.50
(HRNBU14)	Range 003 Range 004	Entry	10.00
(IIKNBU14)	0	Entry	
	Range 005	EntryIntermediate	10.50 11.00
	Range 006 Range 007	Intermediate	11.50
	0	Skilled	12.00
	Range 008	Skilled	12.50
	Range 009	Skilled	13.00
	Range 010	Advanced	
	Range 011 Range 012	Advanced	14.00 15.00
4	Kange 012	Auvailceu	13.00

## South Orange County Community College District Page 3 – NBU Salary Schedules, 2014-2015

Job Title Project Specialist		<u>Level of Service</u>	<b>Hourly Rate</b>
(HRNBU02)	Range 003	Entry	9.50
(IIKNBO02)	Range 003	Entry	10.50
	Range 004	Entry	11.50
	Range 005	EntryIntermediate	12.50
	Range 000	Intermediate	13.00
	Range 007	Skilled	14.00
	Range 008	Skilled	15.00
	Range 009	Skilled	15.50
	•	Advanced	16.00
	Range 011		18.00
	Range 012	HR app req	20.00
	Range 013	HR app req	20.00
Project Specialist (IT)			
(HRNBU15)	Range 001	Entry	10.00
	Range 002	Entry	12.00
	Range 003	Entry	15.00
	Range 004	Entry	16.00
	Range 005	HR app req	17.00
	Range 006	HR app req	18.00
	Range 007	HR app req	20.00
	Range 008	HR app req	25.00
	Range 009	HR app req	30.00
	Range 010	HR app req	40.00
	Range 011	HR app req	50.00
Special Project Coordinator	Range 001		25.00
(HRNBU19)	Range 002		30.00
**HR permission required	Range 003		35.00
<b>prior</b> to use.	Range 004		40.00
	Range 005		45.00
	Range 006		50.00
	Range 007		55.00
	Range 008		60.00
	Range 009		65.00
	Range 010		70.00
	Range 011		75.00
	Range 012		100.00

Job Title		<b>Level of Service</b>	<b>Hourly Rate</b>
Short-Term Campus Securi	ity Officer		
(HRNBU10)	Range 001	Entry	12.00
	Range 002	Intermediate	14.50
	Range 003	Skilled	15.25
	Range 004	Skilled	15.50
	Range 005	Advanced	16.00
	Range 006	Advanced	18.00
	Range 007	Advanced	20.00
Theatre/Music/Dance (TM	D) Aide		
(HRNBU04)	Range 003	Entry	9.50
	Range 004	Entry	10.50
	Range 005	Entry	11.50
	Range 006	Intermediate	12.50
	Range 007	Intermediate	13.00
	Range 008	Skilled	14.00
	Range 009	Skilled	15.00
	Range 010	Skilled	15.50
	Range 011	Advanced	16.00
	Range 012	HR app. req	18.00
	Range 013	HR app. req	20.00

## **STUDENT HELP/WORK-STUDY:**

Job Title		<b>Level of Service</b>	<b>Hourly Rate</b>
Student Help (12 Units I	Fall/Spring: 6 sum	nmer)	
(HRNBU07)	Range 003	Entry	9.50
,	Range 004	Entry	10.00
	Range 005	Entry	10.50
	Range 006	Intermediate	11.00
	Range 007	Intermediate	11.50
	Range 008	Skilled	12.00
	Range 009	Skilled	12.50
	Range 010	Skilled	13.00
	Range 011	Advanced	14.00
	Range 012	Advanced	15.00
Work-Study (EOPS; FW	S: CalWorks)		
(HRNBU07)	Range 003	Entry	9.50
,	Range 004	Entry	10.00
	Range 005	Entry	10.50
	Range 006	Intermediate	11.00
	Range 007	Intermediate	11.50
	Range 008	Skilled	12.00

NBU, Short Term Revision: 08-01-07; Approved 08-27-07

NBU, Short Term Revision: 05-08-08; Approved 05-22-08 NBU, Short Term Revision: 07-21-09; Approved 08-25-09

NBU, Short Term Revision: 01-06-10; Approved 01-25-10 NBU, Short Term Revision: 01-01-14; Approved 11-25-13

NBU, Short Term Revision: 07-01-14; Approved

## PROFESSIONAL EXPERT SALARY SCHEDULE

Non-Bargaining Unit Professional Experts are employed on a temporary basis for a specific project, regardless of length of employment and are not considered part of the classified bargaining unit, as outlined in California Education Code 88003.

Job Title		<u>H</u>	ourly Rate
Captionist	Range 001	Entry	30.00
(HRNBU20)	Range 002	Intermediate	35.00
	Range 003	Intermediate	38.00
	Range 004	Skilled	42.00
	Range 005	Advanced	45.00
C CC IT (D)	D 004	F 4	10.50
Certified Test Proctor	Range 004	Entry	10.50
(HRNBU08)	Range 005	Entry	11.50
	Range 006	Intermediate	12.50
	Range 007	Intermediate	13.00
	Range 008	Skilled	14.00
	Range 009	Skilled	15.00
	Range 010	Skilled	15.50
	Range 011	Advanced	16.00
Clinical Skills Specialist	Range 001	Entry	15.00
(HRNBU03)		Intermediate	20.00
(1111.2000)		Skilled	25.00
		Advanced	30.00
	<b>D</b> 004	_	12.00
Interpreter I	Range 001	Entry	13.00
Interpreter II	Range 001	Intermediate	16.00
Interpreter III	Range 001	Skilled – Interp. Training Prog	25.00
Interpreter IV	Range 001	RID/ NAD 3/NIC/EIPA 4.0/Equiv. exp	
(HRNBU18)	Range 002	RID/ NAD 4/NIC/EIPA 5.0	35.00
	Range 003	RID/ NAD 4/NIC Adv./+5 yrs exp.	38.00
	Range 004	RID/ NAD 4/NIC Adv./+10 yrs exp.	42.00
Interpreter V	Range 001	RID/NAD 5/NIC Master	45.00
(HRNBU18)			
Lead Interpreter	Range 001		50.00
(HRNBU18)			
Model, Professional	Range 004		22.00
(HRNBU03)	Range 005		25.00

## PROFESSIONAL EXPERT SALARY SCHEDULE

Non-Bargaining Unit Professional Experts are employed on a temporary basis for a specific project, regardless of length of employment and are not considered part of the classified bargaining unit, as outlined in California Education Code 88003.

Job Title			<b>Hourly Rate</b>
Medical Professional	Range 001		30.00
	Range 002		35.00
	Range 003		40.00
	Range 004		45.00
	Range 005		50.00
	Range 006		55.00
	Range 007		60.00
	Range 008		65.00
	Range 009		70.00
	Range 010		75.00
	Range 011		80.00
	Range 012		90.00
	Range 013		100.00
Tutor***	Range 003	Entry	9.50
(HRNBU03)	Range 004	Entry	10.00
	Range 005	Entry	10.50
	Range 006	Intermediate	11.00
	Range 007	Intermediate	11.50
	Range 008	Skilled	12.00
	Range 009	Skilled	12.50
	Range 010	Skilled	13.00
	Range 011	Advanced	14.00
	Range 012	Advanced	15.00
*** (Possession of AA degree	e in subject area	a, or equivalent experience)	
Workforce Trainer (CACT) (HRNBU03)	Range 001		72.00

### **COMMUNITY EDUCATION EXPERTS:**

Job Title			<b>Hourly Rate</b>
Aquatics Aide (Live Scan F	Required)		
(HRNBU05)	Range 003	Entry	9.50
`	Range 004	Entry	10.00
Sr. Lifeguard (Live Scan Re	equired)		
(HRNBU05)	Range 001	Entry	10.50
	Range 002	Entry	11.00
	Range 003	Intermediate	11.50
	Range 004	Intermediate	12.00
	Range 005	Skilled	12.50
	Range 006	Skilled	13.00
	Range 007	Advanced	13.50
	Range 008	Advanced	14.00
	Range 009	Advanced	14.50
	Range 010	Advanced	15.00
	Range 011	Advanced	16.00
Recreation Aide (Live Scar	n Required)		
(HRNBU05)	Range 003	Entry	9.50
	Range 004	Entry	10.00
Recreation Leader (Live So	can Required)		
(HRNBU05)	Range 001	Entry	10.50
	Range 002	Entry	11.00
	Range 003	Entry	11.50
	Range 004	Intermediate	12.00
	Range 005	Intermediate	12.50
	Range 006	Intermediate	13.00
	Range 007	Intermediate	13.50
	Range 008	Skilled	14.00
	Range 009	Skilled	14.50
	Range 010	Skilled	15.00
	Range 011	Advanced	20.00
	Range 012	HR approval req	28.00
	Range 013	HR approval req	30.00

Community and Contract Education (Live Scan req.) (HRNBU05)

Salary Specified in Community Education Service Agreement

NBU, Prof. Expert Revision: 01-26-09; Approved 02-23-09 NBU, Prof. Expert Revision: 04-08-09; Approved 04-27-09 NBU, Prof. Expert Revision: 07-01-11; Approved 06-27-11 NBU, Prof. Expert Revision: 01-01-14; Approved 11-25-13 NBU, Prof. Expert Revision: 07-01-14; Approved

## 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. ELLIS, BLANCHE is to be employed as Human Resources Specialist (Temporary), Pos. #4954, Office of Human Resources, District, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, effective June 19, 2014. This temporary position was approved by the Board of Trustees on February 24, 2014, not to exceed two years. Employment in this position is contingent upon District specially funded program.
  - b. CAMPO, ENRIQUE is to be employed as Office Assistant, Pos. #5014, School of Guidance and Counseling, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 113, Step 2, 40 hours per week, 12 months per year, assignment start date effective February 3, 2014. This is a new position pursuant to Education Code 88013.
  - c. FEOKTISTOVA, MARIA is to be employed as Human Resources Specialist (Temporary), Pos. #4929, Office of Human Resources, District, Classified Bargaining Unit Salary Schedule Range 127, Step 2, 40 hours per week, effective June 9, 2014. This temporary position was approved by the Board of Trustees on February 24, 2014, not to exceed two years. Employment in this position is contingent upon District specially funded program.
  - d. GUAJARDO, ZACHARY is to be employed as Accounting Assistant, Pos. #4832, Office of College Administrative Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 118, Step 1, 29 hours per week, 12 months per year, effective June 2, 2014. This position was approved by the Board of Trustees August 26, 2013.
  - e. JACKSON, MARC is to be employed as Senior Laboratory Technician, Theater Arts and Carpentry, Pos. #3869, Division of Fine Arts and Media Technology, Saddleback College, Classified Bargaining Unit Salary Schedule Range 130, Step 1, 40 hours per week, 12 months per year, effective June 2, 2014. This is a replacement for Michael McCormick, who received a change in status.
  - f. SOBCHIK, LAURA is to be employed as Senior Research and Planning Analyst, Categorical, Pos. #4931, Office of Planning Research and Accreditation, Saddleback College, Classified Bargaining Unit Salary Schedule Range 144, Step 1, 40 hours per week, 12 months per year, effective May 21, 2014. This grant funded position was approved by the Board of Trustees on January 27, 2014, with employment contingent upon funding by the Trade Adjustment Assistant Community College Career Training (TAACCCT) grant, a four year grant.

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/	Start Date
1		<u>Step</u>	
<sup>1</sup> Arendts, Erika	Senior Administrative Assistant/IVC	127/1	04/01/14
Brown, Lucy	Administrative Assistant /SC	121/1	04/29/14
Chidester, Richard	Custodian/SC	113/1	05/06/14
Dhillon, Rajanpal	Sr. Laboratory Technician, Automotive/SC	130/1	05/23/14
Emmil-Lugo, Alison	Administrative Assistant /SC	121/1	06/05/14
Flores, Ana	Health Office Assistant/IVC	115/1	05/30/14
Flores, Ana	Senior Health Office Assistant/IVC	124/1	05/30/14
Hoskey, Douglas	Mailroom Assistant/Dist.	114/1	05/06/14
Kim, Dean	Library Assistant I/IVC	115/1	04/28/14
Kim, Dean	Library Assistant II/IVC	119/1	04/28/14
Kim, Dean	Library Assistant III/IVC	121/1	04/28/14
Kirk, Alicia	Program Assistant, Categorical/SC	118/1	05/12/14
<sup>2</sup> Lipold, Christopher	Custodian/SC	113/1	05/15/14
Salerno, Julie	Child Development Specialist/IVC	122/1	05/21/14
Neal, Judith	Classified Manager, Substitute/Dist.	12/6	06/03/14
Salerno, Julie	Senior Child Development Specialist/IVC	128/1	05/21/14
Serrano, David	Transfer Center Specialist/SC	123/1	04/21/14
Soh, Timothy	Program Specialist, Categorical/IVC	130/1	05/12/14
Teshima, Angela	Scheduling Enrollment Planning Analyst/SC	138/1	05/29/14
Watt, Deb	Senior Administrative Assistant/SC	127/1	04/14/14

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2013/2014 and 2014/2015** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

Name	<u>Position</u>	<b>Hourly</b>	Start/End Date
		Rate (\$)	
Adrian, Christopher	Project Specialist/Dist.	18.00	07/01/14-12/31/14
Alavi, Nina	Project Specialist/SC	9.50	07/01/14-12/31/14
Alhariri, Nour	Project Specialist/SC	15.00	05/13/14-06/30/14
Alhariri, Nour	Project Specialist/SC	15.00	07/01/14-12/31/14
Angoshtari, Mir Omid	Project Specialist/SC	10.50	05/01/14-06/30/14
Angoshtari, Mir Omid	Project Specialist/SC	10.50	07/01/14-12/31/14
Areyan, Patric	Project Specialist/SC	20.00	05/14/14-06/30/14
Areyan, Patric	Project Specialist/SC	20.00	07/01/14-12/31/14
Barr, Jessica	Project Specialist/SC	12.50	05/01/14-06/30/14
Barr, Jessica	Project Specialist/SC	12.50	07/01/14-12/31/14

<sup>&</sup>lt;sup>1</sup> Sister of Sophie Miller, Manager, Office of College President, Saddleback College.

<sup>&</sup>lt;sup>2</sup> Son of Anthony Lipold, Dean, Kinesiology and Athletics, Saddleback College.

3. The following individuals are to be employed as **Short-Term** (**Temporary**) positions for the **2013/2014 and 2014/2015** 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)

Bankert-Langrell, Alex   Project Specialist/SC   12.50   05/01/14-06/30/14	<u>Name</u>	<u>Position</u>	Hourly	Start/End Date
Benkert-Langrell, Alex         Project Specialist/SC         12.50         07/01/14-12/31/14           Bilsborough, Alan         TMD Aide/IVC         20.00         07/01/14-12/31/14           Bozmarova, Gabrielle         Clerk, Short-Term/SC         13.00         06/02/14-06/30/14           Bozmarova, Gabrielle         Clerk, Short-Term/SC         13.00         07/01/14-12/31/14           Chan, Rick         Project Specialist/SC         20.00         05/15/14-06/30/14           Chaput, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14           Chook, Jonathan         Adapted Kines. Aide/SC         20.00         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         05/23/14-06/30/14           Cosmakos, Rachel         Project Specialist/SC         20.00         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/IVC         20.00         06/10/14-12/31/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00<	35 1 1	D : G		05/01/14/06/00/14
Bilsborough, Alan         TMD Aide/IVC         20.00         07/01/14-12/31/14           Bozmarova, Gabrielle         Clerk, Short-Term/SC         13.00         06/02/14-06/30/14           Chan, Rick         Project Specialist/SC         20.00         05/15/14-06/30/14           Chan, Rick         Project Specialist/SC         20.00         05/15/14-06/30/14           Chaput, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14           Chon, Jessie         Project Specialist (IT)/IVC         20.00         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cooke, Briana         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         05/19/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Estaban, Jennifer         Coaching Aide/SC         15.00		• •		
Bozmarova, Gabrielle         Clerk, Short-Term/SC         13.00         06/02/14-06/30/14           Bozmarova, Gabrielle         Clerk, Short-Term/SC         13.00         07/01/14-12/31/14           Chan, Rick         Project Specialist/SC         20.00         05/15/14-06/30/14           Chan, Rick         Project Specialist/SC         20.00         05/12/14-06/30/14           Chaput, Matthew         Project Specialist/SC         20.00         05/12/14-06/30/14           Chon, Jossie         Project Specialist (IT)/IVC         20.00         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         05/23/14-06/30/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00 <td></td> <td></td> <td></td> <td></td>				
Bozmarova, Gabrielle   Clerk, Short-Term/SC   13.00   07/01/14-12/31/14   Chan, Rick   Project Specialist/SC   20.00   05/15/14-06/30/14   Chaput, Matthew   Project Specialist/SC   20.00   07/01/14-12/31/14   Chaput, Matthew   Project Specialist/SC   20.00   07/01/14-12/31/14   Chaput, Matthew   Project Specialist/SC   20.00   07/01/14-12/31/14   Chon, Jessie   Project Specialist/SC   20.00   07/01/14-12/31/14   Cook, Jonathan   Adapted Kines. Aide/SC   10.50   05/23/14-06/30/14   Cook, Jonathan   Adapted Kines. Aide/SC   10.50   07/01/14-12/31/14   Cooke, Briana   Project Specialist/SC   9.50   07/01/14-12/31/14   Cosmakos, Rachel   Project Specialist/SC   20.00   04/15/14-06/30/14   Cosmakos, Rachel   Project Specialist/SC   20.00   04/15/14-06/30/14   Cosmakos, Rachel   Project Specialist/IVC   20.00   05/19/14-06/30/14   Dominguez, Martin   Project Specialist/IVC   20.00   05/19/14-06/30/14   Espinoza, Agustin   Project Specialist/IVC   20.00   07/01/14-12/31/14   Esteban, Jennifer   Coaching Aide/SC   15.00   07/01/14-12/31/14   Firouzabadi, Lily   Clerk, Short-Term/SC   11.00   06/01/14-12/31/14   Firouzabadi, Lily   Clerk, Short-Term/SC   11.00   06/01/14-12/31/14   Fleischli, David   TMD Aide/SC   20.00   07/01/14-12/31/14   Fleischli, David   TMD Aide/SC   20.00   07/01/14-12/31/14   Fleischli, David   TMD Aide/SC   20.00   07/01/14-12/31/14   Hambric, Sandra   Spec. Proj. Coord./IVC   25.00   07/01/14-12/31/14   Hayashi-Smith, Melanie   Clerk, Short-Term/SC   11.00   05/08/14-06/30/14   Hayashi-Smith, Melanie   Clerk, Short-Term/SC   11.00   05/09/14-06/30/14   Holmes, Michael   Project Specialist/Dist.   16.00   05/29/14-06/30/14   Holmes, Michael   Project Specialist/Dist.   16.00   05/29/14-06/30/14   Holmes, Michael   Project Specialist/SC   15.00   07/01/14-12/31/14   Hume, Juliette   Clerk, Short-Term/SC   14.00   06/01/14-12/31/14   Hume, Juliette   Clerk, Short-Term/SC   14.00   06/01/14-12/31/14   Hume, Juliette   Clerk, Short-Term/SC   14.00   06/01/14-12/31/14   14.00   06/01/14-12/31/14				
Chan, Rick         Project Specialist/SC         20.00         05/15/14-06/30/14           Chan, Rick         Project Specialist/SC         20.00         07/01/14-12/31/14           Chaput, Matthew         Project Specialist/SC         20.00         05/12/14-06/30/14           Chon, Jessie         Project Specialist (IT)/IVC         20.00         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cooke, Briana         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         05/19/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Fieschli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/	*			
Chan, Rick         Project Specialist/SC         20.00         07/01/14-12/31/14           Chaput, Matthew         Project Specialist/SC         20.00         05/12/14-06/30/14           Chaput, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14           Chon, Jessie         Project Specialist (IT)/IVC         20.00         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         05/23/14-06/30/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cooke, Briana         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Cosmakos, Rachel         Project Specialist/IVC         20.00         07/01/14-12/31/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Espinoza, Agustin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00 <td>*</td> <td></td> <td></td> <td></td>	*			
Chaput, Matthew         Project Specialist/SC         20.00         05/12/14-06/30/14           Chaput, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14           Chon, Jessie         Project Specialist (IT)/IVC         20.00         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         05/23/14-06/30/14           Cooke, Briana         Project Specialist/SC         10.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         05/19/14-06/30/14           Pominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-10/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00	*			
Chaput, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14           Chon, Jessie         Project Specialist (IT)/IVC         20.00         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         05/23/14-06/30/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cooke, Briana         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Cosmakos, Rachel         Project Specialist/IVC         20.00         07/01/14-12/31/14           Dominguez, Martin         Project Specialist/IVC         20.00         05/19/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00		• •		
Chon, Jessie         Project Specialist (IT)/IVC         20.00         07/01/14-12/31/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         05/23/14-06/30/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cooke, Briana         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Cosmakos, Rachel         Project Specialist/IVC         20.00         07/01/14-12/31/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         07				
Cook, Jonathan         Adapted Kines. Aide/SC         10.50         05/23/14-06/30/14           Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cooke, Briana         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Cosmakos, Rachel         Project Specialist/VC         20.00         07/01/14-12/31/14           Dominguez, Martin         Project Specialist/IVC         20.00         05/19/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/	_	-		
Cook, Jonathan         Adapted Kines. Aide/SC         10.50         07/01/14-12/31/14           Cooke, Briana         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Cosmakos, Rachel         Project Specialist/IVC         20.00         07/01/14-12/31/14           Dominguez, Martin         Project Specialist/IVC         20.00         05/19/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           *Espinoza, Agustin         Project Specialist (IT)/SC         20.00         07/01/14-12/31/14           *Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           *Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           *Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           *Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           *Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           *Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           *Garza, Norma         Clerk, Short-Term/SC         14.00				
Cooke, Briana         Project Specialist/SC         9.50         07/01/14-12/31/14           Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Cosmakos, Rachel         Project Specialist/IVC         20.00         07/01/14-12/31/14           Dominguez, Martin         Project Specialist/IVC         20.00         05/19/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Hambric, Sandra         Spec. Proj. Coord./IVC         25.00         07/01/1	Cook, Jonathan			05/23/14-06/30/14
Cosmakos, Rachel         Project Specialist/SC         20.00         04/15/14-06/30/14           Cosmakos, Rachel         Project Specialist/SC         20.00         07/01/14-12/31/14           Dominguez, Martin         Project Specialist/IVC         20.00         05/19/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           *Espinoza, Agustin         Project Specialist (IT)/SC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           *Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           *Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           *Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00	Cook, Jonathan	Adapted Kines. Aide/SC	10.50	
Cosmakos, Rachel         Project Specialist/SC         20.00         07/01/14-12/31/14           Dominguez, Martin         Project Specialist/IVC         20.00         05/19/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           *Espinoza, Agustin         Project Specialist (IT)/SC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           **Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           **Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           **Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           **Ho, Rosa         Project Specialist/Dist.         16.00	Cooke, Briana	Project Specialist/SC	9.50	07/01/14-12/31/14
Dominguez, Martin         Project Specialist/IVC         20.00         05/19/14-06/30/14           Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14           Espinoza, Agustin         Project Specialist (IT)/SC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/01/14-	Cosmakos, Rachel	Project Specialist/SC	20.00	04/15/14-06/30/14
Dominguez, Martin         Project Specialist/IVC         20.00         07/01/14-12/31/14 <sup>4</sup> Espinoza, Agustin         Project Specialist (IT)/SC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14 <sup>5</sup> Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00 <td< td=""><td>Cosmakos, Rachel</td><td>Project Specialist/SC</td><td>20.00</td><td>07/01/14-12/31/14</td></td<>	Cosmakos, Rachel	Project Specialist/SC	20.00	07/01/14-12/31/14
Espinoza, Agustin         Project Specialist (IT)/SC         20.00         07/01/14-12/31/14           Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         05/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06	Dominguez, Martin	Project Specialist/IVC	20.00	05/19/14-06/30/14
Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Hambric, Sandra         Spec. Proj. Coord./IVC         25.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/29/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14	Dominguez, Martin	Project Specialist/IVC	20.00	07/01/14-12/31/14
Esteban, Jennifer         Coaching Aide/SC         15.00         07/01/14-12/31/14           Faulkner, Richard         Project Specialist/IVC         20.00         07/01/14-12/31/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Hambric, Sandra         Spec. Proj. Coord./IVC         25.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/29/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14	<sup>4</sup> Espinoza, Agustin	Project Specialist (IT)/SC	20.00	07/01/14-12/31/14
Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           *Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Hambric, Sandra         Spec. Proj. Coord./IVC         25.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14           Ho, Rosa         Project Specialist/SC         15.00         07/01/14-12/31/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/1		Coaching Aide/SC	15.00	07/01/14-12/31/14
Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         06/01/14-06/30/14           Firouzabadi, Lily         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Garza, Norma         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Ho, Rosa         Project Specialist/Dist.         16.00         07/01/14-12/31/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14	Faulkner, Richard	Project Specialist/IVC	20.00	07/01/14-12/31/14
Fleischli, David         TMD Aide/SC         20.00         05/29/14-06/30/14           Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14           5Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Hambric, Sandra         Spec. Proj. Coord./IVC         25.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         07/01/14-12/31/14           Holmes, Michael         Project Specialist/SC         15.00         05/01/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14	Firouzabadi, Lily		11.00	06/01/14-06/30/14
Fleischli, David         TMD Aide/SC         20.00         07/01/14-12/31/14 <sup>5</sup> Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Hambric, Sandra         Spec. Proj. Coord./IVC         25.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         07/01/14-12/31/14           Holmes, Michael         Project Specialist/SC         15.00         05/01/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14	Firouzabadi, Lily	Clerk, Short-Term/SC	11.00	07/01/14-12/31/14
Garza, Norma         Clerk, Short-Term/SC         14.00         05/08/14-06/30/14           Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Hambric, Sandra         Spec. Proj. Coord./IVC         25.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         07/01/14-12/31/14           Holmes, Michael         Project Specialist/SC         15.00         05/01/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14	Fleischli, David	TMD Aide/SC	20.00	05/29/14-06/30/14
Garza, Norma         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Hambric, Sandra         Spec. Proj. Coord./IVC         25.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         07/01/14-12/31/14           Holmes, Michael         Project Specialist/SC         15.00         05/01/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14	Fleischli, David	TMD Aide/SC	20.00	07/01/14-12/31/14
Hambric, Sandra         Spec. Proj. Coord./IVC         25.00         07/01/14-12/31/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         07/01/14-12/31/14           Holmes, Michael         Project Specialist/SC         15.00         05/01/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14	<sup>5</sup> Garza, Norma	Clerk, Short-Term/SC	14.00	05/08/14-06/30/14
Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         05/27/14-06/30/14           Hayashi-Smith, Melanie         Clerk, Short-Term/SC         11.00         07/01/14-12/31/14           Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         07/01/14-12/31/14           Holmes, Michael         Project Specialist/SC         15.00         05/01/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14	Garza, Norma	Clerk, Short-Term/SC	14.00	07/01/14-12/31/14
Hayashi-Smith, Melanie       Clerk, Short-Term/SC       11.00       07/01/14-12/31/14         Ho, Rosa       Project Specialist/Dist.       16.00       05/29/14-06/30/14         Ho, Rosa       Project Specialist/Dist.       16.00       07/01/14-12/31/14         Holmes, Michael       Project Specialist/SC       15.00       05/01/14-06/30/14         Holmes, Michael       Project Specialist/SC       15.00       07/01/14-12/31/14         Hume, Juliette       Clerk, Short-Term/SC       14.00       06/01/14-06/30/14         Hume, Juliette       Clerk, Short-Term/SC       14.00       07/01/14-12/31/14         Johnson, Matthew       Project Specialist/SC       20.00       07/01/14-12/31/14	Hambric, Sandra	Spec. Proj. Coord./IVC	25.00	07/01/14-12/31/14
Hayashi-Smith, Melanie       Clerk, Short-Term/SC       11.00       07/01/14-12/31/14         Ho, Rosa       Project Specialist/Dist.       16.00       05/29/14-06/30/14         Ho, Rosa       Project Specialist/Dist.       16.00       07/01/14-12/31/14         Holmes, Michael       Project Specialist/SC       15.00       05/01/14-06/30/14         Holmes, Michael       Project Specialist/SC       15.00       07/01/14-12/31/14         Hume, Juliette       Clerk, Short-Term/SC       14.00       06/01/14-06/30/14         Hume, Juliette       Clerk, Short-Term/SC       14.00       07/01/14-12/31/14         Johnson, Matthew       Project Specialist/SC       20.00       07/01/14-12/31/14	Hayashi-Smith, Melanie	Clerk, Short-Term/SC	11.00	05/27/14-06/30/14
Ho, Rosa         Project Specialist/Dist.         16.00         05/29/14-06/30/14           Ho, Rosa         Project Specialist/Dist.         16.00         07/01/14-12/31/14           Holmes, Michael         Project Specialist/SC         15.00         05/01/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14		Clerk, Short-Term/SC	11.00	07/01/14-12/31/14
Ho, Rosa         Project Specialist/Dist.         16.00         07/01/14-12/31/14           Holmes, Michael         Project Specialist/SC         15.00         05/01/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14		Project Specialist/Dist.	16.00	
Holmes, Michael         Project Specialist/SC         15.00         05/01/14-06/30/14           Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14	•	• •	16.00	07/01/14-12/31/14
Holmes, Michael         Project Specialist/SC         15.00         07/01/14-12/31/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14	Holmes, Michael	• •	15.00	05/01/14-06/30/14
Hume, Juliette         Clerk, Short-Term/SC         14.00         06/01/14-06/30/14           Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14			15.00	07/01/14-12/31/14
Hume, Juliette         Clerk, Short-Term/SC         14.00         07/01/14-12/31/14           Johnson, Matthew         Project Specialist/SC         20.00         07/01/14-12/31/14	•		14.00	06/01/14-06/30/14
Johnson, Matthew Project Specialist/SC 20.00 07/01/14-12/31/14				
		-		
	<sup>6</sup> Johnston-Plescia, Madelyn	Project Specialist/SC	20.00	05/12/14-06/30/14

<sup>&</sup>lt;sup>3</sup> Son of Jenny Langrell, Librarian, Division of Online Education and Learning Resources, Saddleback College.

<sup>&</sup>lt;sup>4</sup> Son of Agustin Espinoza, Network Systems Technician II, Office of College Technology, Saddleback College and Brother of Arianna Espinoza, Project Specialist, Division of Community Education and Contract Education, Saddleback College.

<sup>&</sup>lt;sup>5</sup> Sister in law of Christian Alvarado.

<sup>&</sup>lt;sup>6</sup> Mother of Trish Fain, Executive Assistant, Office of Instruction, Saddleback College.

3. The following individuals are to be employed as **Short-Term** (**Temporary**) positions for the **2013/2014 and 2014/2015** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly</u>	Start/End Date
		<u>Rate (\$)</u>	
Johnston-Plescia, Madelyn	Project Specialist/SC	20.00	07/01/14-12/31/14
Jubb, Ashley	Project Specialist/SC	9.50	05/15/14-06/30/14
Jubb, Ashley	Project Specialist/SC	9.50	07/01/14-12/31/14
Keener, Michael	TMD Aide/SC	20.00	05/29/14-06/30/14
Keener, Michael	TMD Aide/SC	20.00	07/01/14-12/31/14
Kim, Daniel	Project Specialist/SC	10.50	05/15/14-06/30/14
Kim, Daniel	Project Specialist/SC	10.50	07/01/14-12/31/14
Koh, Susan	Project Specialist/SC	12.00	04/01/14-06/30/14
Koh, Susan	Project Specialist/SC	12.00	07/01/14-12/31/14
Korgan, Christopher	Project Specialist/SC	20.00	05/08/14-06/30/14
Korgan, Christopher	Project Specialist/SC	20.00	07/01/14-12/31/14
Loenker, Priscilla	Clerk, Short-Term/SC	14.00	06/02/14-06/30/14
Loenker, Priscilla	Clerk, Short-Term/SC	14.00	07/01/14-12/31/14
<sup>7</sup> Manders, Nicolas	Project Specialist/IVC	20.00	06/03/14-06/30/14
Manders, Nicolas	Project Specialist/IVC	20.00	07/01/14-12/31/14
May, Robert	Coaching Aide/IVC	15.00	05/08/14-06/30/14
May, Robert	Coaching Aide/IVC	15.00	07/01/14-12/31/14
McClure, Tyne	Coaching Aide/IVC	15.00	07/01/14-12/31/14
<sup>8</sup> McClusky, Nathan	Project Specialist/SC	20.00	05/31/14-06/30/14
McClusky, Nathan	Project Specialist/SC	20.00	07/01/14-12/31/14
McGee, LaToya	Project Specialist/IVC	9.50	05/15/14-06/30/14
McGee, LaToya	Project Specialist/IVC	9.50	07/01/14-12/31/14
Meyers, Cole	Project Specialist/IVC	12.50	07/01/14-12/31/14
Miller, Matthew	Project Specialist/SC	20.00	05/15/14-06/30/14
Miller, Matthew	Project Specialist/SC	20.00	07/01/14-12/31/14
Nicklin, Tamra	Project Specialist/SC	11.50	05/15/14-06/30/14
Nicklin, Tamra	Project Specialist/SC	11.50	07/01/14-12/31/14
Nisperos, Leilani	Project Specialist/IVC	16.00	04/03/14-06/30/14
Nisperos, Leilani	Project Specialist/IVC	16.00	07/01/14-12/31/14
Palmer, James	Project Specialist/IVC	20.00	05/09/14-06/30/14
Palmer, James	Project Specialist/IVC	20.00	07/01/14-12/31/14
Palmer, Tyler	Project Specialist/SC	12.50	06/02/14-06/30/14
Palmer, Tyler	Project Specialist/SC	12.50	07/01/14-12/31/14
Pena, Leoncio	Project Specialist/IVC	20.00	04/01/14-06/30/14
Pena, Leoncio	Project Specialist/IVC	20.00	07/01/14-12/31/14
Potter, Nicklas	Project Specialist/SC	9.50	04/15/14-06/30/14
Potter, Nicklas	Project Specialist/SC	9.50	07/01/14-12/31/14

<sup>&</sup>lt;sup>7</sup> Son of Rachel Manders, Grants Analyst, Office of Economic and Workforce Development, Irvine Valley

<sup>&</sup>lt;sup>8</sup> Son of Georgia McClusky. Senior Administrative Assistant, Division of Emeritus Institute, Saddleback College.

3. The following individuals are to be employed as **Short-Term** (**Temporary**) positions for the **2013/2014 and 2014/2015** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly</u>	Start/End Date
		<u>Rate (\$)</u>	
Pouresfandiari, Pouyan	Project Specialist/IVC	15.00	05/15/14-06/30/14
Pouresfandiari, Pouyan	Project Specialist/IVC	15.00	07/01/14-12/31/14
Qader, Sheila	Project Specialist/IVC	9.50	05/15/14-06/30/14
Qader, Sheila	Project Specialist/IVC	9.50	07/01/14-12/31/14
Redman, Ryan	Project Specialist/SC	9.50	05/15/14-06/30/14
Redman, Ryan	Project Specialist/SC	9.50	07/01/14-12/31/14
Reitsema-Pretorius, Catharine	TMD Aide/SC	20.00	07/01/14-12/31/14
Rodriguez, Maria de Lourdes	Project Specialist/SC	20.00	07/01/14-12/31/14
Sanchez, Ricardo	Project Specialist (IT)/SC	15.00	07/01/14-12/31/14
Seany, Alec	TMD Aide/IVC	20.00	06/02/14-06/30/14
Seany, Alec	TMD Aide/IVC	20.00	07/01/14-12/31/14
Shearman, Carrie	Project Specialist/SC	12.50	05/15/14-06/30/14
Shearman, Carrie	Project Specialist/SC	12.50	07/01/14-12/31/14
Stone, Kailani	TMD Aide/SC	20.00	05/29/14-06/30/14
Stone, Kailani	TMD Aide/SC	20.00	07/01/14-12/31/14
Susnjara, Anthony	Coaching Aide/IVC	15.00	05/21/14-06/30/14
Susnjara, Anthony	Coaching Aide/IVC	15.00	07/01/14-12/31/14
Sutton, Caitlin	Project Specialist/SC	9.50	05/15/14-06/30/14
Sutton, Caitlin	Project Specialist/SC	9.50	07/01/14-12/31/14
Tolero, Joshua	Project Specialist/IVC	16.00	06/02/14-06/30/14
Tolero, Joshua	Project Specialist/IVC	16.00	07/01/14-12/31/14
Torres, Carlos	Project Specialist/SC	20.00	05/27/14-06/30/14
Torres, Carlos	Project Specialist/SC	20.00	07/01/14-12/31/14
Tran, Grace	Project Specialist/SC	15.00	05/01/14-06/30/14
Tran, Grace	Project Specialist/SC	15.00	07/01/14-12/31/14
White, Matthew	Coaching Aide/SC	15.00	05/13/14-06/30/14
White, Matthew	Coaching Aide/SC	15.00	07/01/14-12/31/14
Zevon, Sarah	Project Specialist/IVC	9.50	05/15/14-06/30/14
Zevon, Sarah	Project Specialist/IVC	9.50	07/01/14-12/31/14
Zullo, Thomas	Project Specialist/SC	10.50	05/27/14-06/30/14
Zullo, Thomas	Project Specialist/SC	10.50	07/01/14-12/31/14

4. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2013/2014 and 2014/2015** academic year.

<u>Name</u>	Start/End Date
Beltran, Carla	05/01/14-06/30/14
Beltran, Carla	07/01/14-06/30/15
Brito, Andrea	05/15/14-06/30/14

4. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2013/2014 and 2014/2015** academic year.

<u>Name</u>	Start/End Date
Brito, Andrea	05/15/14-06/30/14
Chen, Maya	07/01/14-06/30/15
Dean, Heather	05/01/14-06/30/14
Dean, Heather	07/01/14-06/30/15
Donnelly, Randee	05/21/14-06/30/14
Donnelly, Randee	07/01/14-06/30/15
Gruenberg, Christine	05/30/14-06/30/14
Gruenberg, Christine	07/01/14-06/30/15
Josylen, Briana	05/15/14-06/30/14
Josylen, Briana	07/01/14-06/30/15
Nawabi, Ramon	05/27/14-06/30/14
Nawabi, Ramon	07/01/14-06/30/15
Pizana, Lizbet	05/27/14-06/30/14
Pizana, Lizbet	07/01/14-06/30/15
Saebi, Arad	07/01/14-06/30/15
Shibata, Angelica	05/27/14-06/30/14
Shibata, Angelica	05/27/14-06/30/14
Tang, Rachel	05/19/14-06/30/14
Tang, Rachel	07/01/14-06/30/15

5. 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 2013/2014 and 2014/2015 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
<sup>9</sup> Aboga-A, Christian	Tutor/SC	15.00/hr	05/09/14-06/30/14
Aboga-A, Christian	Tutor/SC	15.00/hr	07/01/14-06/30/15
Beninga, Rita	Comm. Ed./SC	2500.00/cs	05/12/14-06/30/14
Beninga, Rita	Comm. Ed./SC	2500.00/cs	07/01/14-06/30/15
Bui, Gary	Tutor/IVC	15.00/hr	05/29/14-06/30/14
Bui, Gary	Tutor/IVC	15.00/hr	07/01/14-06/30/15
Davis, Aaron	Clinical Skills Spec./SC	30.00/hr	05/06/14-06/30/14
Davis, Aaron	Clinical Skills Spec./SC	30.00/hr	07/01/14-06/30/15
<sup>10</sup> De Roulet, Eric	Tutor/IVC	15.00/hr	05/15/14-06/30/14
De Roulet, Eric	Tutor/IVC	15.00/hr	07/01/14-06/30/15
Deloye, Lucas	Sr. Lifeguard/SC	16.00/hr	05/27/14-06/30/14
Deloye, Lucas	Sr. Lifeguard/SC	16.00/hr	07/01/14-06/30/15

<sup>&</sup>lt;sup>9</sup> Brother of Kimverly Aboga-A, Child Development Center Aide, Childcare Center, Office of Student Services, Saddleback College

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<sup>&</sup>lt;sup>10</sup> Son of Daniel De Roulet, English Instructor, School of Humanities and Languages, Irvine Valley College.

5. 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 2013/2014 and 2014/2015 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
Derham, Edward	Interpreter IV/IVC	45.00/hr	07/01/14-06/30/15
Didlake, Lindsay	Sr. Lifeguard/SC	16.00/hr	05/27/14-06/30/14
Didlake, Lindsay	Sr. Lifeguard/SC	16.00/hr	07/01/14-06/30/15
Echelberger, John	Sr. Lifeguard/SC	16.00/hr	05/27/14-06/30/14
Echelberger, John	Sr. Lifeguard/SC	16.00/hr	07/01/14-06/30/15
Farrukh, Baber	Tutor/IVC	15.00/hr	07/01/14-06/30/15
Gidanian, Samuel	Tutor/IVC	15.00/hr	05/30/14-06/30/14
Gidanian, Samuel	Tutor/IVC	15.00/hr	07/01/14-06/30/15
Gray, Carrie	Comm. Ed./SC	2500.00/cs	07/01/14-06/30/15
Gunawan, Daphne	Tutor/IVC	15.00/hr	07/01/14-06/30/15
Haghighi, Annahita	Sr. Lifeguard/SC	16.00/hr	05/16/14-06/30/14
Haghighi, Annahita	Sr. Lifeguard/SC	16.00/hr	07/01/14-06/30/15
Hale, Michael	Comm. Ed./SC	2500.00/cs	05/20/14-06/30/14
Hale, Michael	Comm. Ed./SC	2500.00/cs	07/01/14-06/30/15
Hoang, Lisa	Cert. Test Proctor/IVC	12.50/hr	07/01/14-06/30/15
Johnson, Michael	Clinical Skills Spec./SC	30.00/hr	07/01/14-06/30/15
<sup>11</sup> Keith, Brooks	Comm. Ed./SC	2500.00/cs	06/03/14-06/30/14
Keith, Brooks	Comm. Ed./SC	2500.00/cs	07/01/14-06/30/15
Kopczynski, Lisa	Comm. Ed./SC	2500.00/cs	05/30/14-06/30/14
Kopczynski, Lisa	Comm. Ed./SC	2500.00/cs	07/01/14-06/30/15
Limbo, Harvey	Tutor/IVC	15.00/hr	07/01/14-06/30/15
Linnen, Jason	Cert. Test Proctor/IVC	11.50/hr	05/15/14-06/30/14
Linnen, Jason	Cert. Test Proctor/IVC	11.50/hr	07/01/14-06/30/15
Martin, Kristi	Comm. Ed./SC	2500.00/cs	07/01/14-06/30/15
Montgomery, Linda	Workforce Trainer/IVC	72.00/hr	07/01/14-06/30/15
Novak, Jacqueline	Clinical Skills Spec./SC	30.00/hr	07/01/14-06/30/15
Oshiro, Gail	Interpreter IV/IVC	45.00/hr	07/01/14-06/30/15
Park, Eun	Tutor/IVC	15.00/hr	05/19/14-06/30/14
Park, Eun	Tutor/IVC	15.00/hr	07/01/14-06/30/15
Phan, Hai	Workforce Trainer/IVC	72.00/hr	07/01/14-06/30/15
Ramos, David	Interpreter IV/IVC	45.00/hr	07/01/14-06/30/15
<sup>12</sup> Searcy, Nathan	Recreation Leader/SC	20.00/hr	05/27/14-06/30/14
Searcy, Nathan	Recreation Leader/SC	20.00/hr	07/01/14-06/30/15
<sup>13</sup> Sessler, Madison	Recreation Aide/SC	10.00/hr	05/27/14-06/30/14
Sessler, Madison	Recreation Aide/SC	10.00/hr	07/01/14-06/30/15

<sup>&</sup>lt;sup>11</sup> Wife of Randel Keith, Electrician, Office of Physical Plant, Saddleback College.

<sup>&</sup>lt;sup>12</sup> Son of Arronlea Searcy, Substitute Program Specialist, Divisions of Community Education and Contract Education Saddleback College and Cousin of Dr. Tod Burnett, College President, Saddleback College.

<sup>&</sup>lt;sup>13</sup> Daughter of Louis Sessler, Facilities Maintenance/Energy Project Manager, Office of Physical Plant, Saddleback College.

5. 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 2013/2014 and 2014/2015 academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	Position	Not to Exceed (\$)	Start/End Date
Shaw Kingery, Youlin	Tutor/IVC	15.00/hr	07/01/14-06/30/15
Stacy, Eryk	Workforce Trainer/IVC	72.00/hr	07/01/14-06/30/15
Trumbo, Dawn	Comm. Ed./SC	2500.00/cs	07/01/14-06/30/15
<sup>14</sup> Uhlman, Jennifer	Tutor/IVC	15.00/hr	05/30/14-06/30/14
Uhlman, Jennifer	Tutor/IVC	15.00/hr	07/01/14-06/30/15
Vanderwal, Crystal	Interpreter IV/IVC	45.00/hr	05/05/14-06/30/14
Vanderwal, Crystal	Interpreter IV/IVC	45.00/hr	07/01/14-06/30/15
Young, Jennifer	Medical Professional/SC	72.00/hr	05/01/14-06/30/14
Young, Jennifer	Medical Professional/SC	72.00/hr	07/01/14-06/30/15
Zirhut, Yvette	Captionist/IVC	30.00/hr	07/01/14-06/30/15

# B. <u>AUTHORIZATION TO ELIMINATE CLASSIFIED POSITION AND/OR POSITION NUMBERS</u>

1. <sup>15</sup>CUSTODIAN, Pos. #4758, Classified Bargaining Unit Salary Schedule Range 113, Office of Physical Plant, Irvine Valley College seeks authorization to eliminate this part-time, 28 hours per week, 12 months per year position from its staff complement, effective June 18, 2013. (Position approved: June 17, 2013)

### C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

- 1. ACCOUNTING SPECIALIST (Temporary), Classified Bargaining Unit Salary Range 127, Office of Human Resources, District seeks authorization to establish a full-time, 40 hours per week, temporary positions to its staff complement, pursuant to a reorganization as defined in Title V Education Regulation, Section (c), Recruitment 53021 effective June 24, 2014. This position is temporary, not to exceed two years. Employment is contingent upon District specially funded program.
- 2. PAYROLL SPECIALIST (Temporary), Classified Bargaining Unit Salary Range 127, Office of Human Resources, District seeks authorization to establish a full-time, 40 hours per week, temporary positions to its staff complement, pursuant to a reorganization as defined in Title V Education Regulation, Section (c), Recruitment 53021 effective June 24, 2014. This position is temporary, not to exceed two years. Employment is contingent upon District specially funded program.

<sup>&</sup>lt;sup>14</sup> Daughter of John Uhlman, Community and Contract Education, Division of Community Education and Contract Education, Saddleback College.

<sup>&</sup>lt;sup>15</sup> This position was a duplicate submission to the Board of Trustees on June 17, 2013 in error. Original request for position was approved by the Board on March 18, 2013.

### D. AUTHORIZATION TO EXTEND A TEMPORARY CLASSIFIED POSITION

1. <sup>16</sup>SENIOR FINANCIAL AID SPECIALIST, temporary, Classified Bargaining Unit Salary Range 129, Financial Aid, Office of Student Service, Irvine Valley College, seeks authorization to extend a temporary, full-time, 40 hours per week position for up to one year, effective April 1, 2014.

### E. AUTHORIZATION TO CHANGE CLASSIFIED POSITIONS

- 1. DISTRICT seeks authorization to change the hours per week and/or months per year for the following Classified positions within their organization.
  - a. **ELIMINATE** ADMINISTRATIVE ASSISTANT, Pos. #4940, Office of the Vice Chancellor of Business Services, Classified Bargaining Unit Salary Range 121, part-time, 29 hours per week, 12 months per year position from its staff complement, and **CREATE** a ADMINISTRATIVE ASSISTANT, Classified Bargaining Unit Salary Range 121, full-time, 40 hours per week, 12 months per year position to its staff complement, effective June 24, 2014. (Position #4940 was approved by the Board of Trustees on October 28, 2013)
- 2. SADDLEBACK COLLEGE seeks authorization to change the hours per week and/or months per year for the following Classified positions within their organization.
  - a. **ELIMINATE** DIRECTOR OF FOSTER AND KINSHIP CARE PROGRAM, Categorical, a classified manager, Division of Social and Behavioral Sciences, Pos. #4635, Academic and Classified Administrator/Manager Salary Schedule Range 12, parttime, 29 hour per week, 12 months per year from its staff complement, and **CREATE** DIRECTOR OF FOSTER AND KINSHIP CARE PROGRAM, Categorical, a classified manager, Division of Social and Behavioral Sciences, Classified Administrator/Manager Salary Schedule Range 12, full-time, 32 hours per week, 12 months per year position to its staff complement, effective July 1, 2014. Employment in this categorical/grant funded position is contingent upon availability of funding from the Foster and Kinship Care Education Program grant. (Pos. #4635 was approved by the Board of Trustees on May 21, 2012)
    - i. **CHANGE IN HOURS,** MAJOR, NICOLE, #15735, a contract manager/term appointed, from Director of Foster and Kinship Care Program, Categorical, a classified manager, Pos. #4635, Academic and Classified Administrator/Manager Salary Schedule Range 12, Step 5, part-time, 29 hour per week, 12 months per year; to Director of Foster and Kinship Care Program, Categorical, a classified manager, Academic and Classified Administrator/Manager Salary Schedule Range 12, Step 5, full-time, 32 hours per week, 12 months per year, effective July 1, 2014 through June 30, 2015.

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<sup>&</sup>lt;sup>16</sup> Position initially approved by the Board of Trustees, September 23, 2013.

### E. AUTHORIZATION TO CHANGE CLASSIFIED POSITIONS

- 3. IRVINE VALLEY COLLEGE seeks authorization to change the hours per week and/or months per year for the following Classified positions within their organization.
  - a. ELIMINATE LABORATORY TECHNICIAN, STUDENT SUCCESS CENTER, Pos. #4749, School of Library Services, Classified Bargaining Unit Salary Schedule Range 122, full-time, 40 hours per week, 10 months per year position from its staff complement, and CREATE a LABORATORY TECHNICIAN, STUDENT SUCCESS CENTER, Classified Bargaining Unit Salary Schedule Range 122, full-time, 40 hours per week, 11 months per year position to its staff complement, effective July 1, 2014. (Position #4749 was approved by the Board of Trustees on February 25, 2013)

### F. AUTHORIZATION TO ELIMINATE AND CREATE CLASSIFIED POSITIONS

- 1. SADDLEBACK COLLEGE seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title V Education Regulation, Section (a) and (b), Recruitment 53021.
  - a. **ELIMINATE** DIRECTOR OF FACILITIES, Pos. #4551, Office of Physical Plant, Academic and Classified Administrator/Manager Salary Schedule Range 19, full-time, 40 hours per week, 12 months per year from its staff complement, and **CREATE** SENIOR DIRECTOR OF COLLEGE FACILITIES, Office of Physical Plant, Academic and Classified Administrator/Manager Salary Schedule Range 21, full-time, 40 hours per week, 12 months per year position to its staff complement, effective July 1, 2014. (Position #4551 was approved by the Board of Trustees on May 21, 2012) (Exhibit B, Attachment 1)
    - i. **RECLASSIFY** JOHN OZUROVICH, ID #6816, from Director of Facilities, Pos. #4551, Office of Physical Plant, Academic and Classified Administrator/Manager Salary Schedule Range 19, Step 8, full-time, 40 hours per week, 12 months per year; to Senior Director of College Facilities, Office of Physical Plant, Academic and Classified Administrator/Manager Salary Schedule Range 21, Step 7, full-time, 40 hours per week, 12 months per year, effective July 1, 2014.
  - b. **ELIMINATE** APPLICATIONS SPECIALIST II, Pos. #4068, Division of Online Education and Learning Resources, Classified Bargaining Unit Salary Schedule Range 138, full-time, 40 hours per week, 12 months per year from its staff complement, and **CREATE** INSTRUCTIONAL TECHNOLOGIST, Division of Online Education and Learning Resources, Classified Bargaining Unit Salary Schedule Range 142, full-time, 40 hours per week, 12 months per year position to its staff complement, effective July 1, 2014. (Pos. #4068 was approved by the Board of Trustees on May 26, 2009) Exhibit B, Attachment 2)
    - i. **RECLASSIFY** VALERIE SENIOR, ID #6403, from Applications Specialist II, Pos. #4068, Division of Online Education and Learning Resources, Classified Bargaining Unit Salary Schedule Range 138, Step 6, 40 hours per week, 12 months per year; to Instructional Technologist, Division of Online Education and Learning Resources, Classified Bargaining Unit Salary Schedule Range 142, Step 5, 40 hours per week, 12 months per year, effective July 1, 2014.

### F. AUTHORIZATION TO ELIMINATE AND CREATE CLASSIFIED POSITIONS

- 2. IRVINE COLLEGE seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title V Education Regulation, Section (a) and (b), Recruitment 53021.
  - a. ELIMINATE INSTRUCTIONAL DESIGNER, Pos. #4065, Office of Technology Services, Classified Bargaining Unit Salary Schedule Range 142, full-time, 40 hours per week, 12 months per year from its staff complement, and CREATE INSTRUCTIONAL TECHNOLOGIST, Office of Technology Services, Classified Bargaining Unit Salary Schedule Range 142, full-time, 40 hours per week, 12 months per year position to its staff complement, effective July 1, 2014. (Pos. #4065 was approved by the Board of Trustees on May 26, 2009) (Exhibit B, Attachment 2)
    - RECLASSIFY JOSEPH SAN JUAN, ID #8184, from Instructional Designer, Pos. #4065, Office of Technology Services, Classified Bargaining Unit Salary Schedule Range 142, Step 6, 40 hours per week, 12 months per year; to Instructional Technologist, Office of Technology Services, Classified Bargaining Unit Salary Schedule Range 142, Step 6, 40 hours per week, 12 months per year, effective July 1, 2014.

### G. REORGANIZATION

- 1. SADDLEBACK COLLEGE seeks authorization to eliminate and create classified positions within their organization as defined by Title V Education Regulation, Section (a) and (b), Recruitment 53021.
  - a. **ELIMINATE** ADMINISTRATIVE ASSISTANT, Pos. #3490, Division of Kinesiology and Athletics, Classified Bargaining Unit Salary Schedule Range 121, full-time, 40 hours per week, 12 months per year from its staff complement, and **CREATE** SENIOR ADMINISTRATIVE ASSISTANT, Division of Kinesiology and Athletics, Classified Bargaining Unit Salary Schedule Range 127, full-time 40 hours per week, 12 months per year position to its staff complement, effective July 1, 2014. (Position #3490 was approved by the Board of Trustees on July 27, 2006)
    - i. **RECLASSIFY** JESS REY PEREZ, ID #11244, from Administrative Assistant, Pos. #3490, Division of Kinesiology and Athletics, Classified Bargaining Unit Salary Schedule Range 121, Step 6, 40 hours per week, 12 months per year; to Senior Administrative Assistant, Division of Kinesiology and Athletics, Classified Bargaining Unit Salary Schedule Range 127, Step 4, 40 hours per week, 12 months per year, effective July 1, 2014.

### H. CHANGE OF STATUS

- 1. CLASSIFIED EMPLOYMENT (Information Items Pursuant to Board Policy 4002.1)
  - a. KLINGE, ELLIOT, ID #18013, Front of House Assistant, Pos. #4390, Classified Bargaining Unit Salary Schedule Range 118, Step 4, 29 hours per week, 12 months per year, Division of Fine Arts and Media Technology, Saddleback College, is to be employed as Ticket Office Operations Manager, Pos. #3899, Classified Bargaining Unit Salary Schedule Range 122, Step 3, 40 hours per week, 12 months per year, Division of Fine Arts and Media Technology, Saddleback College, effective May 16, 2014. This is a replacement position for Harry Snowden, who retired.

### H. CHANGE OF STATUS

- 1. <u>CLASSIFIED EMPLOYMENT</u> (Information Items Pursuant to Board Policy 4002.1)
  - b. AYAD, CATHERINE, ID #14726, Health Sciences and Human Services Specialist, Categorical, Pos. #4885, Classified Bargaining Unit Salary Schedule Range 123, Step 6, 40 hours per week, 12 months per year, Division of Health Sciences and Human Services, Saddleback College, has been placed into the assignment of Program Assistant, Categorical, Pos. #5001, Classified Bargaining Unit Salary Schedule Range 118, Step 6, 40 hours per week, 12 months per year, Division of Health Sciences and Human Services, Saddleback College, in accordance with Article 17 of the C.S.E.A. contract, effective July 1, 2014. Employment in this categorical/grant funded position is contingent upon availability of funding from the Enrollment Growth for ADN grant.

### 2. CLASSIFIED EMPLOYMENT EXTENDED

- a. BOSTWICK, TAMERA, ID #13397, is a temporary contract manager/term appointed as Acting Project Director Career Technical Education, categorical grant funded, Pos. #4638, Integrated Administrator/Manager Salary Schedule Range 13, Step 2, 40 hours per week, School of Career Technical Education and Workforce Development, Irvine Valley College, for a period of July 1, 2014 until the temporary assignment ends. Employment in this grant funded position is contingent upon the availability of the Career Technical Education Project Grants funded through the State of California.
- b. MAJOR, NICOLE, ID #15735, is a contract manager/term appointed as Director of Foster and Kinship Care Program, categorical/grant funded, Integrated Administrator/Manager Salary Schedule Range 12, Step 5, 32 hours per week, Division of Social and Behavioral Sciences, Saddleback College, for the period of July 1, 2014 through June 30, 2015. Employment in this categorical/grant funded position is contingent upon availability of funding from the Foster and Kinship Care Education Program grant.
- c. METZ, ROXANNE, ID #19340, is a contract manager/term appointed as College Grants and Contracts Manager, categorical/grant funded, Pos. #4691, Integrated Administrator/Manager Salary Schedule Range 13, Step 5, 40 hours per week, Grants and Contracts, Office of Administrative Services, Saddleback College, for the period of July 1, 2014 through June 30, 2015. Employment in this categorical/grant funded position is contingent upon availability of funding from Contract and Grant Indirect Revenue.
- d. OPEL, MARY, ID #19341, is a contract manager/term appointed as Construction Manager, categorical/grant funded, Pos. #4685, Integrated Administrator/Manager Salary Schedule Range 16, Step 4, 40 hours per week, Facilities, Planning and Purchasing, Office of Business Services, District, for the period of July 1, 2014 through June 30, 2015. Employment in this categorical/grant funded position is contingent upon availability of funding from Major Capitol Improvement, Project Specific.
- e. PRINCE, PAMELA, ID #17217, Program Specialist, a categorical/fee based funded position, Pos. #4399, Classified Bargaining Unit Salary Schedule Range 130, Step 4, 40 hours per week, School of Instruction and Economic and Workforce Development, Irvine Valley College, assignment has been extended effective July 1, 2014 through June 30, 2015. Employment in this categorical/fee based funded position is contingent upon funding from Economic and Workforce Development.

### H. CHANGE OF STATUS - Continued

### 2. CLASSIFIED EMPLOYMENT EXTENDED

- f. SCHIERMEYER, DAVID, ID #19339, is a contract manager/term appointed as Construction Manager, categorical/grant funded, Pos. #4686, Integrated Administrator/Manager Salary Schedule Range 16, Step 6, 40 hours per week, Facilities, Planning and Purchasing, Office of Business Services, District, for the period of July 1, 2014 through June 30, 2015. Employment in this categorical/grant funded position is contingent upon availability of funding from Major Capitol Improvement, Project Specific.
- g. WEST, CHERYL, ID #19989, is a contract manager/term appointed as Grant Project Manager, categorical/grant funded, Pos. #4874, Integrated Administrator/Manager Salary Schedule Range 9, Step 2, 40 hours per week, Grants and Contracts, Division of Health Sciences and Human Services, Saddleback College, for the period of July 1, 2014 through June 30, 2015. Employment in this categorical/grant funded position is contingent upon availability of funding from Trade Adjustment Assistant Community College Career Training (TAACCCT) Grant funded through the Federal Government.

### I. CLASSIFIED BILINGUAL STIPEND, ADDITIONAL COMPENSATION

- 1. MOHAMMADI, FARNAZ, ID #10663, Laboratory Technician, Computers, Pos. #4679, Classified Bargaining Unit Salary Schedule Range 122, Step 6, 27 hours per week, 12 months per year, Division of Online Education and Learning Resources, Saddleback College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 "Bilingual Stipend", effective June 24, 2014.
- 2. LUNA, LUZ-MARIA, ID #13985, Laboratory Technician, Computers, Pos. #4922, Classified Bargaining Unit Salary Schedule Range 122, Step 6, 40 hours per week, 12 months per year, Division of Online Education and Learning Resources, Saddleback College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 "Bilingual Stipend", effective July 1, 2014.

### J. OUT OF CLASS ASSIGNMENTS

- 1. ALVAREZ, STEFANIE, ID #13181, Administrative Assistant, Pos. #4012, Classified Bargaining Unit Salary Schedule Range 121, Step 6, 40 hours per week, 12 months per year, Office of Academic Senate, Irvine Valley College, has been given a temporary change in assignment to Senior Administrative Assistant, Pos. #3750, Classified Bargaining Unit Salary Schedule Range 127, Step 4, 40 hours per week, School of Online and Extended Education, Irvine Valley College, effective May 21, 2014. This is a temporary reassignment for Heather Mendoza, who is on leave.
- 2. BANES, SHERRI, ID #12881, Senior Administrative Assistant, Pos. #3541, a temporary assignment, Classified Bargaining Unit Salary Schedule Range 127, Step 4, 40 hours per week, Office of the President, Saddleback College, temporary assignment ended on May 31, 2014, and returned to permanent assignment as Administrative Assistant, Pos. #4774, Classified Bargaining Unit Salary Schedule Range 121, Step 6, 40 hours per week, 12 months per year, Division of Fine Arts and Media Technology, Saddleback College, effective June 1, 2014.

### J. OUT OF CLASS ASSIGNMENTS

- 3. CARMONA, SYLVIA, ID #8250, Financial Aid Specialist, Pos. #2659, Classified Bargaining Unit Salary Schedule Range 125, Step 6, 40 hours per week, 12 months per year, Office of Financial Aid, Irvine Valley College, has been given a temporary change in assignment to Senior Financial Aid Specialist, Pos. #4861, Classified Bargaining Unit Salary Schedule Range 129, Step 5, 40 hours per week, Office of Financial Aid, Irvine Valley College, effective June 3, 2014. This is a temporary reassignment in a vacant temporary position.
- 4. HIGGINS, RUTH, ID #2148, Acting Director of Financial Aid, Pos. #4862, a temporary assignment, Academic and Classified Administrator/Manager Salary Schedule Range 14, Step 1, 40 hours per week, Financial Aid, Office of Student Services, Irvine Valley College, temporary assignment ended on May 30, 2014, and returned to permanent assignment as Senior Financial Aid Specialist, Pos. #3353, Classified Bargaining Unit Salary Schedule Range 129, Step 6, 40 hours per week, 12 months per year, Financial Aid, Office of Student Services, Saddleback College, effective June 2, 2014.
- 5. PARKS, MONICA, ID #14103, Disabled Student Program Specialist, Pos. #3542, Classified Bargaining Unit Salary Schedule Range 123, Step 6, 40 hours per week, 12 months per year, Special Programs and Services, School of Guidance and Counseling, Irvine Valley College, has been given a temporary change in assignment to Senior Administrative Assistant, Pos. #3497, Classified Bargaining Unit Salary Schedule Range 127, Step 5, 40 hours per week, School of Guidance and Counseling, Irvine Valley College, effective May 27, 2014. This is a temporary reassignment for Hedy Renfro, who is on leave.
- 6. <sup>17</sup>RAMIREZ, ESTEBAN, ID #5758, Building Maintenance Worker, Pos. #4966, a temporary assignment, Classified Bargaining Unit Salary Schedule Range 124, Step 2, 40 hours per week, Office of Physical Plant, Irvine Valley College, temporary assignment ended on May 6, 2014 and has been given a temporary change in assignment to Lead Custodian, Pos. #3137 Classified Bargaining Unit Salary Schedule Range 119, Step 4, 40 hours per week, Office of Physical Plant, Irvine Valley College, effective May 7, 2014. This is a temporary reassignment for Robert McKee, who is on leave.
- 7. VU, PHUONG, ID #15426, Senior Financial Aid Specialist, Pos. #4864, a temporary assignment, Classified Bargaining Unit Salary Schedule Range 129, Step 5, 40 hours per week, 12 months per year, Financial Aid, Office of Student Services, Saddleback College, temporary assignment ended on May 30, 2014, and returned to permanent assignment as Financial Aid Specialist, Pos. #3403, Classified Bargaining Unit Salary Schedule Range 125, Step 6, 40 hours per week, 12 months per year, Financial Aid, Office of Student Services, Saddleback College, effective June 2, 2014.
- 8. TIMPSON, NATALIE, ID #19569, Financial Aid Specialist, Pos. #3403, a temporary assignment, Classified Bargaining Unit Salary Schedule Range 125, Step 2, 40 hours per week, 12 months per year, Financial Aid, Office of Student Services, Saddleback College, temporary assignment ended on May 30, 2014, and returned to permanent assignment as Financial Aid Specialist, Pos. #4288, Classified Bargaining Unit Salary Schedule Range 125, Step 2, 25 hours per week, 12 months per year, Financial Aid, Office of Student Services, Saddleback College, effective June 2, 2014.

June 23, 2014

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<sup>&</sup>lt;sup>17</sup> Permanent assignment is Custodian, Range 113, Step 6, 40 hours per week, Office of Physical Plant, Irvine Valley College.

# K. <u>AUTHORIZATION TO REVISE THE CLASSIFIED TEMPORARY NON-BARGAINING UNIT SALARY SCHEDULES</u>

1. Approval is requested to add ranges 3 and 4 to Coaching Aide, and ranges 4 through 11 to Certified Test Proctors on the Non-Bargaining Unit Salary Schedules, for 2014-2015, effective July 1, 2014. (Exhibit C, Attachment 1)

### L. <u>LEAVE OF ABSENCE</u>

1. BANES, SHERRI, ID #12881, Administrative Assistant, Pos. #4774, Classified Bargaining Unit Salary Schedule Range 121, Step 6, 40 hours per week, 12 months per year, Division of Fine Arts and Media Technology, Saddleback College, has been granted an unpaid leave of absence for one month, with benefits, effective June 1, 2014 through June 30, 2014.

### M. 39 MONTH REEMPLOYMENT

1. DUBOIS, ELLE, ID #14003, Senior Administrative Assistant, Pos. #3256, Classified Bargaining Unit Salary Schedule Range 127, Step 5, 40 hours per week, 12 months per year, Division of Advanced Technology and Applied Sciences, Saddleback College, employment separation effective May 5, 2014. Employee shall be placed on a 39 month re-employment list in accordance with Education Code 88195. Payment is authorized for any compensated time off. (Permanent Hire date: November 16, 2009)

### N. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

- 1. ANZLOVAR, BARBARA, ID #10942, Senior Health Office Assistant, Pos. #4778, 33 hours per week, 10 months per year, Student Health Center, Office of Student Services, Irvine Valley College, conclusion of employment effective May 19, 2014. Payment is authorized for any compensated time off. (Probationary Start date: August 19, 2013)
- 2. ALTMAN, CHRISTINA, ID #19096, Senior Administrative Assistant, Pos. #3243, 40 hours per week, 12 months per year, Division of Social and Behavioral Sciences, Saddleback College, resignation effective June 11, 2014. Payment is authorized for any compensated time off. (Permanent Start date: November 1, 2012)
- 3. CATALDO, MONICA, ID #19037, Senior Administrative Assistant, Pos. #3326, 40 hours per week, 12 months per year, Office of the President, Irvine Valley College, resignation effective May 27, 2014. Payment is authorized for any compensated time off. (Probationary Start date: June 5, 2013)
- 4. PALMER, JAMES, ID #17332, Public Safety Assistant, Pos. #4735, 25 hours per week, 12 months per year, Office of Campus Safety and Security, Irvine Valley College, resignation effective May 5, 2014. Payment is authorized for any compensated time off. (Permanent Start date: September 24, 2012)
- 5. WEDEL, TERRY, ID #2408, Director of College Broadcast Services, Pos. #4602, College Television and Radio, Division of Fine Arts and Media Technology, Saddleback College, resignation effective August 4, 2014 and retirement August 5, 2014. Payment is authorized for any compensated time off. (Permanent Start date: August 7, 1978)

### O. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the 2013/2014 and 2014/2015 academic year.

Fine Arts and Media Technology/ Saddleback College

Ahern, Weston Edmonds, Annette O'Connor, Sean Olamendi, Esmeralda Appel, Joanne Fink, Hyman Armengol, Tom Flournoy, Craig Pacholka, Amber Bennett, Kelly Flournoy, DeAnna Phan, Laura Bergeson, Gary Flournoy, Ryan Philips, Derrick Borja, Christopher Gomez, Kristen Pollock, Norm Boyer, Gary Holsinger, William Riccio, Petel Breazeale, Barbara Hustrulid, Lynelle Rios, Rosann Breazeale, Dave Hylton, Jeff Shab, Donald Brinckerhoff, Sherry Johnson, Matt Shevchuk, Benjamin Jones, Kelly Shwartz, Mark Brinckerhoff, Jeff Brinckerkoff, Sherry Kang, Rachel Snyder, Michael Brown, Beverly Kincaid, Michael Song, Yoon Brubaker, Katie Kirkwood, Brionne Stephenson, Sandra Brubaker, Susan Kirkwood, Sandra Stevens, Ashley Buchanan, Jeremy Stockesberry, Ken Larson, Derek Glenn Burket, Gregory Lavayen, Caroline Theisen, Brittany Cho, Nancy Lavayen, Catherine Thornton, Donna Cho, Sam Leigh, Victoria Todd, Jennifer Lewis, Alfreda Toole, Shelby Corwin, Bonnie Craig, Maggie Love, Bob Toole, Sydney Craig, Natalie Ludwig, David Vallejos, Antoinette Wiebe-Bailey, Shaun Cummings, Anne Lugo, Laurene Daniels, Gerald Lugo, Vera Woodworth, Brian Delannoy, Christina Lustig, Alex Yee, Kevin Miller, Robin Descoteaux, David Yip, Vienna Dimas, Lori Mitchell, Dora Zimbalist, Jacqueline Duffy, John Moore, David

Guidance and Counseling, Irvine Valley College

Maffris, Vincenta Arrizon

Duffy, Sharon

Health, Kinesiology and Athletics, Irvine Valley College

Hapombhejara, Jirabhajara

Humanities and Languages, Irvine Valley College

Kim, Woong Nakagami, Atsuki Toyama, Yoko

Nobakht, Vicki

Liberal Arts/ Saddleback College

Good, Victoria Henderson, Liz Lamanuzzi, Brenda

Life Sciences and Technologies, Irvine Valley College

Wong, Jacqueline

### O. <u>VOLUNTEERS</u>

1. The following individuals are to be approved as Volunteers for the 2013/2014 and 2014/2015 academic year.

Social and Behavioral Science, Saddleback College

Arsenault, Sara Gregory Kristopher Ortiz, Luz Maria Chhabra, Rajeev Hidalgo, Alma Smith, E. Russell

Cubbage-Vega, April Mercurio, Michael

Social and Behavioral Sciences, Irvine Valley College

Callian, Ted

Transfer, Career & Special Programs, Saddleback College

Murray, Brent Lawler, Lisa Poblano, Renee

#### **ATTACHMENT 1**

South Orange County Community College District

**SENIOR DIRECTOR OF COLLEGE FACILITIES** – **JC** # - Classified Manager – Integrated Academic and Classified Administrators and Managers Salary Schedule Range 21 - Saddleback College

### **DEFINITION**

To plan, organize, coordinate, direct, review and evaluate the construction, modification and maintenance of the buildings, grounds, classrooms, laboratories, athletic and recreational areas, offices and other facilities for a large and complex college, including day-to-day building and grounds maintenance and operations; transportation; facility construction and modification; scheduled, preventive and deferred maintenance; campus sustainability programs; environmental compliance; facility technological requirements; hazardous materials management and resource management; train, supervise and evaluate the performance of assigned personnel; prepare and administer annual program budgets; ensure compliance with District policies and applicable local, State and federal regulations. May attend meetings and provide assistance on behalf of the Vice President of College Administrative Services as assigned or as required.

To foster a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the District; lead by example; actively participate in and support District-wide participatory governance components and activities and other collaborative processes; encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Vice President for College Administrative Services or President's designee. Exercises functional and technical supervision over assigned personnel.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Plan, organize, coordinate and direct facilities operations and activities; develop and implement appropriate methods and procedures to optimize efficient and effective delivery of services; compile and analyze data; develop organizational structures and work processes that facilitate attainment of established program goals and objectives.

May represent the Vice President for College Administrative Services at College and District committees, meetings and events, and Board of Trustees meetings as assigned.

Perform assigned duties and make recommendations as a member of the College President's Executive Team while representing the Vice President for College Administrative Services as assigned.

Plan, organize, coordinate and direct all new construction and facility enhancement programs; coordinate and approve selection of outside contractors including architectural and engineering firms, construction contractors, vendors and maintenance companies; develop long term strategic plans of campus facilities needs and assessments.

Plan, organize, coordinate and direct the development of sustainable and environmental compliance plans with strategies that apply green solutions, implements renewable energy technologies, water conservation, storm water pollution controls, and incorporate best management environmental practices; work closely with college faculty, students and staff, and the community to research and strategize innovative ideas and solutions, collaborate on District wide projects, act as a resource to departments to research and develop new sustainable practices, research and draft policies for consideration.

South Orange County Community College District Page 2 - Senior Director of College Facilities

Provides institutional leadership in the development of the Facilities Master Plan, Five Year Construction Plan and other facilities planning efforts through active participation in College and District-wide committees.

Plan, organize, coordinate and direct regulatory compliance with several outside agencies, such as AQMD, DSA, Fish and Game, Health Department, Fire Department, State and Regional Water Resources Board, Department of Toxic Substances, Integrated Waste Management Board, city and county agencies and other applicable state, federal and environmental agencies.

Plan, coordinate, direct and evaluate College safety procedures and programs; identify and maintain environmentally sound practices; establish and supervise in-house inspections of all safety equipment; identify and recommend elimination of safety and health hazards; coordinate with College and District administrators and staff to develop on-going safety training programs related to the Illness and Injury Prevention Plan and Cal-OSHA.

Plan, coordinate, and direct department's response for college's disaster preparation and business continuity; perform assigned duties and responsibilities on college's Emergency Operations Center.

Provides institutional leadership in developing partnerships, liaison and collaboration with cities, county, and State agencies, utility companies, and developers of local projects and other endeavors which impact the infrastructure and transportation circulation of the campus.

Plan, coordinate, direct and evaluate College facilities use; review and ensure compliance on contractual agreements related to facilities use; may supervise implementation of facilities rental and master calendar scheduling programs.

Plan, organize, coordinate and direct the maintenance, construction, technological infrastructure and modification of a wide variety of complex physical assets such as central and co-generation plants on a full time (24/7) basis.

Recommend, develop and implement energy management and cost savings programs by enhancing systems to run more cost efficiently to reduce maintenance costs.

Prepare and administer annual program budgets; prepare recommendations and justifications regarding budget requests; authorize expenditures according to District policies and applicable regulations.

Train, supervise and evaluate the performance of assigned managerial, supervisory, technical and support personnel; delegate and review assignments and projects; evaluate work products and results; establish and monitor timelines and prioritize work.

Coordinate facilities programs, services and activities with student services functions and instructional programs; serve on campus and District committees, task forces and other work groups; provide technical expertise concerning College facilities.

Ensure compliance with District policies as well as State and federal laws related to assigned program; review and certify the accuracy of data.

Prepare and submit a variety of statistical and narrative reports; prepare budget reports, annual recap data and special reports, proposals, recommendations and other materials as requested; coordinate and respond to periodic audits and inspections.

South Orange County Community College District Page 3 - Senior Director of College Facilities

Communicate with District and College administrators and support staff, representatives of State and federal regulatory agencies, educational institutions, social service organizations, architects, construction project managers, inspectors and others to coordinate activities.

Maintain current knowledge of the District policies, procedures and local State and federal legal requirements related to facilities construction, modification, maintenance and operations.

Make oral presentations to Board of Trustees, administrators, staff and professional colleagues at various gatherings; develop, coordinate and conduct workshops to provide specialized information and training regarding College facilities and related programs.

Perform related duties as assigned.

### **QUALIFICATIONS**

### EDUCATION AND EXPERIENCE GUIDELINES

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

### Education:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in engineering, architecture, public or business administration or closely related field. Master's degree from an accredited college or university with major course work in engineering, architecture, public or business administration or closely related field is desirable.

### Experience:

At least five years of increasingly responsible experience in facilities management of an educational district with multiple types of buildings and grounds or closely related field, including at least three years of experience in a supervisory capacity.

### Licenses or Other Requirements:

A valid California driver's license.

Professional Engineer certification is highly desirable.

#### Knowledge of:

Budget preparation and administration.

Building design, building trades and California construction codes.

Green building strategies, best management and sustainable practices, and policy development.

Current technologies utilized in the maintenance and operation of complex building and environmental systems.

Correct English composition, grammar, spelling and vocabulary.

Cost benefit analysis and cost accounting.

District and College organization, operations and objectives.

District and College policies and State and federal laws and regulations related to assigned program.

Interpersonal skills including tact, patience and diplomacy.

Materials, methods, practices, machinery and equipment used in electrical, plumbing, HVAC and swimming pool maintenance activities.

Materials, methods, practices, machinery and equipment used for major facilities projects, construction, structural utilities, energy conservation projects, facilities repair and maintenance, landscape and irrigation installation and repair and college transportation services.

South Orange County Community College District

Page 4 - Senior Director of College Facilities

### Knowledge of:

Occupational hazards and OSHA safety standards.

Operation of computer, peripherals and software programs, including database management, spreadsheet, word processing and specialized software related to District or College operations and facilities.

Oral and written communication skills.

Planning and organizational skills.

Principles and practices of construction plan and specification preparation.

### Ability to:

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations.

Collect, compile and analyze data.

Communicate clearly and concisely, both orally and in writing.

Effectively utilize District/College resources to attain a clean, safe and appropriate learning environment for students, faculty, administrators and staff.

Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

Establish and maintain effective and cooperative working relationships with those contacted in the course of work.

Interpret and apply complex and technical State and federal laws and regulations related to assigned program.

Maintain current knowledge of facilities management, including, construction, modification, maintenance and operations.

Maintain the security of confidential information and materials.

Negotiate with vendors and contractors.

Operate office equipment such as computer, printer, calculator, copier and facsimile machine.

Plan, organize, coordinate and direct the programs, services and activities related to facilities construction, modification, maintenance and operations.

Prepare and administer budgets for assigned program areas.

Prepare oral and written reports and recommendations.

Read, interpret, apply, explain and interrelate engineering drawings, construction plans and specifications. Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.

Train, supervise and evaluate the performance of assigned personnel.

Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.

Work effectively with others to achieve common goals.

### WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### Work Environment

Duties are performed in an office environment while sitting at a desk or outside with exposure to adverse weather conditions including sun, wind, rain and sleet. Sometimes exposed to adverse conditions involving extreme temperatures dirt, dust, steam, noise from machinery or equipment, uneven pavement and construction or maintenance equipment while inspecting the work sites of subordinates or contracted workers. Incumbents are subject to contact with others, frequent interruptions, and demanding timelines. Minimal environmental controls are required to assure health and comfort.

South Orange County Community College District Page 5 - Senior Director of College Facilities

## Physical Demands

Incumbents regularly sit for long periods, walk or stand for extended periods, travel to varied locations to attend meetings and conduct work, use hands and fingers to operate a keyboard or other office machines, reach with hands and arms, bend at waist, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; see to read fine print, diagrams, schematics, and operate computer; hear and understand voices over telephone and in person; and lift, carry, and/or move objects weighing up to 25 pounds.

Finalized by Marlys Grodt and Associates, June 4, 2014

#### **ATTACHMENT 2**

South Orange County Community College District

INSTRUCTIONAL TECHNOLOGIST – JC #, Classified Bargaining Unit Salary Schedule Range 142

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

### SUMMARY DESCRIPTION

Under general direction from management staff, provides instructional design consultation and expertise to faculty and staff; explores and initiates innovations in technology for online, hybrid, and web-enhanced course content; develops and offers workshop and training to faculty in instructional technology; designs, maintains, and updates web presence, tutorials, and other digital and print media related to online learning; participates in operational planning, data analysis, and report writing to support program goals and improvement; identifies and maintains instructional integrity of distance learning course development in accordance with College standards and practices; and provides as needed first-level support to ensure timely response to users.

### REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- 1. Provide instructional design consultation and expertise to faculty and staff.
- 2. Assist faculty in producing, developing, and implementing innovative and effective online course materials including multi-media elements, digital learning, and other media as technologies evolve.
- 3. Collaborate with faculty to ensure instructional integrity of distance learning course development utilizing systematic design with clear standards and objectives.
- 4. Plan, design, and implement a variety of faculty professional development opportunities on the effective and innovative use of instructional technologies as well as student-centered resources that support online success and retention.
- 5. Design, maintain, and update web-based learning guides, tutorial, and other digital and printed materials that effectively promote online learning.
- 6. Identify and maintain effective tools and techniques necessary to expand student access and success in the online environment.
- 7. Consult with campus Accessibility Specialist to assist individuals on campus to ensure Americans with Disabilities Act (ADA) and Section 508 compliance in software; ensure universal designs are integrated into all distance learning applications and course materials.
- 8. Coordinate existing professional development facilities for faculty and staff.
- 9. Provide leadership in professional development programs for faculty, students, and staff on software applications and related technology including workshops, online materials, media designs, mentoring, and group activities.
- 10. Serve as point of contact with relevant external vendors and outside agencies as needed; serve as technical liaison with campus Technology Services department.
- 11. Participate in operational planning for the online learning program to meet college-wide, program-level, and accreditation goals.
- 12. Assist in monitoring support requests via electronic means including, but not limited to, email, phone, support tickets system; attempt resolution or route to second level support technician.
- 13. Perform related duties as required.

South Orange County Community College District

Page 2 - Instructional Technologist

### **OUALIFICATIONS**

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

### Knowledge of:

Multi-media, web, and universal design principles, theories, and methodology.

Distributed learning practices and technologies.

Graphic and software interface design, particularly for web-based applications.

Understanding of and commitment to the use of instructional technology.

Computers and higher education applications, associated functions, and software as well as course management software.

Principles, methods, and techniques of designing and presenting training materials and programs.

Principles and practices used in troubleshooting software application problems.

Pertinent federal, state, and local laws, codes, and regulations.

Office procedures, methods, and equipment including computers and applicable software applications such as word processing, data management, and project management tools.

Principles, practices, and procedures of research and report preparation.

Principles and practices used to establish and maintain files and information retrieval systems.

### Ability to:

Understand, interpret, and apply administrative policies and procedures as well as pertinent laws, regulations, and ordinances including federal, state, and WASC accreditation regulations and guidelines related to distance education.

Apply current instructional technologies to support student learning outcomes.

Utilize generally accepted instructional technology principles and practices as employed in higher education.

Utilize a wide range of digital media tools and web development tools to accomplish assigned tasks.

Develop online instructional content using best practices in universal design.

Develop and facilitate workshops and tutorials in a variety of engaging and innovative formats.

Understand and develop 508 compliant course content and test accessibility using various assistive technology guidelines and tools.

Produce innovative and engaging multimedia content using current media production tools.

Operate, maintain, and administer current course management systems and instructional technology tools. Train and create rich media for use by faculty in courses.

Provide applicable and effective training to faculty and staff regarding instructional technology; coordinate the development and provision of training on software applications.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

Operate a variety of equipment including computers, scanners, cameras, printers, video, CD-ROM and DVD as well as supporting software applications.

Operate office equipment including computers and supporting word processing, data management, and project management tools.

Assess user needs and provide adequate technical support for instructional applications.

Communicate effectively with beginning and experienced technology users.

Demonstrate organizational ability necessary to initiate, manage, and complete multiple collaborative instructional technology projects and see them through to timely completion.

Recommend appropriate uses of technology for online learning.

Adapt to changing technologies and learn functionality of new equipment, programs, and systems as they evolve; independently maintain currency in educational technology, computer programs/software, web design, graphic design, and related tools.

South Orange County Community College District Page 3 - Instructional Technologist

### Ability to:

Collaborate with faculty, administration, and classified staff.

Demonstrate a customer-oriented approach with faculty and staff.

Work independently with little direction or as part of a team.

Work in an atmosphere of collegial decision-making, demonstrating consensus-building skills.

Research, compile, analyze, and interpret data.

Prepare a variety of clear and concise reports.

Prepare and maintain a variety of records and files.

Represent the Division and College in a wide variety of campus and community settings.

Demonstrated commitment to academic excellence.

Work with and exhibit sensitivity to and understanding of the varied racial, ethnic, cultural, sexual orientation, academic, socio-economic, and disabled populations of community college students.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

<u>EDUCATION AND EXPERIENCE GUIDELINES</u> - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

<u>Education/Training</u>: Equivalent to a Bachelor's degree from an accredited college or university with major course work in education technology, instructional design, or a related field.

<u>Experience</u>: Five years of increasingly responsible experience in the development of online instructional content using best practices in universal design. Experience as a distance learning student and/or instructor/facilitator is preferred. Advanced education in a related field may substitute for some experience.

### PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

<u>Environment</u>: Work is performed primarily in a standard office setting. Duties are typically performed at a desk or computer terminal; subject to noise from office equipment operation; frequent interruptions and contact in person and on the telephone with students, academic and classified staff and others. At least minimal environmental controls are in place to ensure health and comfort.

<u>Physical</u>: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Finalized by Forsberg Consulting Services, May, 2014

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT NON-BARGAINING UNIT SALARY SCHEDULES 2014-2015 (eff. 07/01/14)

## NON-BARGAINING UNIT, TEMPORARY, SHORT TERM HOURLY SALARY SCHEDULE\*

\*Non-Bargaining Unit, Temporary, Short Term, Hourly employees do not exceed (in any combination of assignments) a maximum of <u>160 days</u> in any fiscal year. Any number of hours per day constitutes a day worked. The Department/Division is responsible for tracking the amount of days. All ranges are based on skill level/departmental budget, not longevity.

Job Title		Level of Service	<b>Hourly Rate</b>
Adapted Kinesiology Aide	Range 003	Entry	9.50
(HRNBU08)	Range 004	Entry	10.50
	Range 005	Entry	11.50
	Range 006	Intermediate	12.50
	Range 007	Intermediate	13.00
	Range 008	Skilled	14.00
	Range 009	Skilled	15.00
	Range 010	Skilled	15.50
	Range 011	Advanced	16.00
	Range 012	HR app req	18.00
	Range 013	HR app req	20.00
Child Development Center	Aide		
(HRNBU17)	Range 001	12 ECE Units	10.00
,	Range 002	18 ECE Units	11.00
	Range 003	24 ECE Units	12.00
Child Development Center	Project Speciali	st	
(HRNBU17)	Range 013	Child Dev. Teacher	
(	8	Permit	20.00
Clerk Short Term			
(A&R/Registration/Comm.	Ed./Fiscal)		
(HRNBU09)	Range 003	Entry	9.50
,	Range 004	Entry	10.00
	Range 005	Entry	10.50
	Range 006	Intermediate	11.00
	Range 007	Intermediate	11.50
	Range 008	Skilled	12.00
	Range 009	Skilled	12.50
	Range 010	Skilled	13.00
	Range 011	Advanced	14.00
	Range 012	Advanced	15.00
	Range 013	Advanced	16.00

## South Orange County Community College District Page 2 – NBU Salary Schedules, 2014-2015

Job Title		Level of Service H	ourly Rate
Coaching Aide	Dan an 002		15.00
(HRNBU12)	Range 002		15.00
	Range 003		20.00
	Range 004		25.00
DSPS Proctor	Range 004	Entry	10.50
(HRNBU08)	Range 005	Entry	11.50
	Range 006	Intermediate	12.50
	Range 007	Intermediate	13.00
	Range 008	Skilled	14.00
	Range 009	Skilled	15.00
	Range 010	Skilled	15.50
	Range 011	Advanced	16.00
Firearms Trainer	Range 001		50.00
	Range 002		55.00
	Range 003		60.00
	Range 004		65.00
	Range 005		70.00
	Range 006		75.00
	Range 007		80.00
Lab. Aide	Range 003	Entry	9.50
(HRNBU11)	Range 004	Entry	10.00
,	Range 005	Entry	10.50
	Range 006	Intermediate	11.00
	Range 007	Intermediate	11.50
	Range 008	Skilled	12.00
Matriculation Proctor	Range 004	Entry	10.50
(HRNBU13)	Range 005	Entry	11.50
(IIICIADO 13)	Range 006	Intermediate	12.50
	Range 007	Intermediate	13.00
	Range 007	Skilled	14.00
	Range 009	Skilled	15.00
	Range 010	Skilled	15.50
	Range 011	Advanced	16.00
Outreach Aide	Panga 002	Entry	9.50
(HRNBU14)	Range 003 Range 004	Entry	10.00
(IIKNBU14)	0	Entry	10.50
	Range 005	EntryIntermediate	11.00
	Range 006 Range 007	Intermediate	11.50
	0	Skilled	12.00
	Range 008	Skilled	12.50
	Range 009	Skilled	13.00
	Range 010	Advanced	
	Range 011 Range 012	Advanced	14.00 15.00
4	Kange 012	Auvailceu	13.00

# South Orange County Community College District Page 3 – NBU Salary Schedules, 2014-2015

Job Title Project Specialist		Level of Service	<b>Hourly Rate</b>
(HRNBU02)	Range 003	Entry	9.50
(1111.2002)	Range 004	Entry	10.50
	Range 005	Entry	11.50
	Range 006	Intermediate	12.50
	Range 007	Intermediate	13.00
	Range 008	Skilled	14.00
	Range 009	Skilled	15.00
	Range 010	Skilled	15.50
	Range 011	Advanced	16.00
	Range 012	HR app req	18.00
	Range 013	HR app req	20.00
	range ore	Titt upp roq	20.00
Project Specialist (IT)			
(HRNBU15)	Range 001	Entry	10.00
	Range 002	Entry	12.00
	Range 003	Entry	15.00
	Range 004	Entry	16.00
	Range 005	HR app req	17.00
	Range 006	HR app req	18.00
	Range 007	HR app req	20.00
	Range 008	HR app req	25.00
	Range 009	HR app req	30.00
	Range 010	HR app req	40.00
	Range 011	HR app req	50.00
	C		
Special Project Coordinator	Range 001		25.00
(HRNBU19)	Range 002		30.00
**HR permission required	Range 003		35.00
<b>prior</b> to use.	Range 004		40.00
	Range 005		45.00
	Range 006		50.00
	Range 007		55.00
	Range 008		60.00
	Range 009		65.00
	Range 010		70.00
	Range 011		75.00
	Range 012		100.00

Job Title		<b>Level of Service</b>	<b>Hourly Rate</b>
Short-Term Campus Securi	ity Officer		
(HRNBU10)	Range 001	Entry	12.00
	Range 002	Intermediate	14.50
	Range 003	Skilled	15.25
	Range 004	Skilled	15.50
	Range 005	Advanced	16.00
	Range 006	Advanced	18.00
	Range 007	Advanced	20.00
Theatre/Music/Dance (TM	D) Aide		
(HRNBU04)	Range 003	Entry	9.50
	Range 004	Entry	10.50
	Range 005	Entry	11.50
	Range 006	Intermediate	12.50
	Range 007	Intermediate	13.00
	Range 008	Skilled	14.00
	Range 009	Skilled	15.00
	Range 010	Skilled	15.50
	Range 011	Advanced	16.00
	Range 012	HR app. req	18.00
	Range 013	HR app. req	20.00

# **STUDENT HELP/WORK-STUDY:**

Job Title		<b>Level of Service</b>	<b>Hourly Rate</b>
Student Help (12 Units I	Fall/Spring: 6 sum	nmer)	
(HRNBU07)	Range 003	Entry	9.50
,	Range 004	Entry	10.00
	Range 005	Entry	10.50
	Range 006	Intermediate	11.00
	Range 007	Intermediate	11.50
	Range 008	Skilled	12.00
	Range 009	Skilled	12.50
	Range 010	Skilled	13.00
	Range 011	Advanced	14.00
	Range 012	Advanced	15.00
Work-Study (EOPS; FW	S: CalWorks)		
(HRNBU07)	Range 003	Entry	9.50
,	Range 004	Entry	10.00
	Range 005	Entry	10.50
	Range 006	Intermediate	11.00
	Range 007	Intermediate	11.50
	Range 008	Skilled	12.00

NBU, Short Term Revision: 08-01-07; Approved 08-27-07

NBU, Short Term Revision: 05-08-08; Approved 05-22-08 NBU, Short Term Revision: 07-21-09; Approved 08-25-09

NBU, Short Term Revision: 01-06-10; Approved 01-25-10 NBU, Short Term Revision: 01-01-14; Approved 11-25-13

NBU, Short Term Revision: 07-01-14; Approved

#### PROFESSIONAL EXPERT SALARY SCHEDULE

Non-Bargaining Unit Professional Experts are employed on a temporary basis for a specific project, regardless of length of employment and are not considered part of the classified bargaining unit, as outlined in California Education Code 88003.

Job Title		<u>H</u> c	ourly Rate
Captionist	Range 001	Entry	30.00
(HRNBU20)	Range 002	Intermediate	35.00
	Range 003	Intermediate	38.00
	Range 004	Skilled	42.00
	Range 005	Advanced	45.00
Certified Test Proctor	Range 004	Entry	10.50
(HRNBU08)	Range 005	Entry	11.50
(mu (2 0 0 0)	Range 006	Intermediate	12.50
	Range 007	Intermediate	13.00
	Range 008	Skilled	14.00
	Range 009	Skilled	15.00
	Range 010	Skilled	15.50
	Range 011	Advanced	16.00
	8 -		
Clinical Skills Specialist	Range 001	Entry	15.00
(HRNBU03)		Intermediate	20.00
, , , , , , , , , , , , , , , , , , ,		Skilled	25.00
		Advanced	30.00
Interpreter I	Range 001	Entry	13.00
Interpreter II	Range 001	Intermediate	16.00
Interpreter III	Range 001	Skilled – Interp. Training Prog	25.00
Interpreter IV	Range 001	RID/ NAD 3/NIC/EIPA 4.0/Equiv. exp.	30.00
(HRNBU18)	Range 002	RID/ NAD 4/NIC/EIPA 5.0	35.00
	Range 003	RID/ NAD 4/NIC Adv./+5 yrs exp.	38.00
	Range 004	RID/ NAD 4/NIC Adv./+10 yrs exp.	42.00
Interpreter V	Range 001	RID/NAD 5/NIC Master	45.00
(HRNBU18)			
Lead Interpreter	Range 001		50.00
(HRNBU18)			
Model, Professional	Range 004		22.00
(HRNBU03)	Range 005		25.00

#### PROFESSIONAL EXPERT SALARY SCHEDULE

Non-Bargaining Unit Professional Experts are employed on a temporary basis for a specific project, regardless of length of employment and are not considered part of the classified bargaining unit, as outlined in California Education Code 88003.

Job Title			<b>Hourly Rate</b>
Medical Professional	Range 001		30.00
	Range 002		35.00
	Range 003		40.00
	Range 004		45.00
	Range 005		50.00
	Range 006		55.00
	Range 007		60.00
	Range 008		65.00
	Range 009		70.00
	Range 010		75.00
	Range 011		80.00
	Range 012		90.00
	Range 013		100.00
Tutor***	Range 003	Entry	9.50
(HRNBU03)	Range 004	Entry	10.00
	Range 005	Entry	10.50
	Range 006	Intermediate	11.00
	Range 007	Intermediate	11.50
	Range 008	Skilled	12.00
	Range 009	Skilled	12.50
	Range 010	Skilled	13.00
	Range 011	Advanced	14.00
	Range 012	Advanced	15.00
*** (Possession of AA degree	e in subject area,	or equivalent experience)	
Workforce Trainer (CACT) (HRNBU03)	Range 001 .		72.00

#### **COMMUNITY EDUCATION EXPERTS:**

Job Title			<b>Hourly Rate</b>
Aquatics Aide (Live Scan F	Required)		
(HRNBU05)	Range 003	Entry	9.50
`	Range 004	Entry	10.00
Sr. Lifeguard (Live Scan Re	equired)		
(HRNBU05)	Range 001	Entry	10.50
	Range 002	Entry	11.00
	Range 003	Intermediate	11.50
	Range 004	Intermediate	12.00
	Range 005	Skilled	12.50
	Range 006	Skilled	13.00
	Range 007	Advanced	13.50
	Range 008	Advanced	14.00
	Range 009	Advanced	14.50
	Range 010	Advanced	15.00
	Range 011	Advanced	16.00
Recreation Aide (Live Scar	n Required)		
(HRNBU05)	Range 003	Entry	9.50
	Range 004	Entry	10.00
Recreation Leader (Live So	can Required)		
(HRNBU05)	Range 001	Entry	10.50
	Range 002	Entry	11.00
	Range 003	Entry	11.50
	Range 004	Intermediate	12.00
	Range 005	Intermediate	12.50
	Range 006	Intermediate	13.00
	Range 007	Intermediate	13.50
	Range 008	Skilled	14.00
	Range 009	Skilled	14.50
	Range 010	Skilled	15.00
	Range 011	Advanced	20.00
	Range 012	HR approval req	28.00
	Range 013	HR approval req	30.00

Community and Contract Education (Live Scan req.) (HRNBU05)

Salary Specified in Community Education Service Agreement

NBU, Prof. Expert Revision: 01-26-09; Approved 02-23-09 NBU, Prof. Expert Revision: 04-08-09; Approved 04-27-09 NBU, Prof. Expert Revision: 07-01-11; Approved 06-27-11 NBU, Prof. Expert Revision: 01-01-14; Approved 11-25-13 NBU, Prof. Expert Revision: 07-01-14; Approved

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.1 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: List of Board Requested Reports

**ACTION:** Information

#### **BACKGROUND**

At a prior board meeting, members of the Board of Trustees asked for a listing of reports requested by the board every six months. To ensure that follow up and tracking takes place regarding the board requested reports, this item includes a table providing status and includes date report is requested by the board, report topic, name of trustee requesting report, requested due date, person responsible for preparing the report and the date the report is scheduled to be submitted to the board for their review. This report is intended to be a standing item on every board agenda, when appropriate, with old information dropped off and new requests added.

#### **STATUS**

The Board report listing (EXHIBIT A) is coordinated and prepared by the Office of the Chancellor and Trustee Services.

This report is intended to provide status of board requested reports of the South Orange County Community College District Board of Trustees. In the event additional information would be useful or desired by the board, supplemental information will be provided.

Item Submitted By: Gary L. Poertner, Chancellor

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT LISTING OF BOARD REPORTS REQUESTED

Date Report Requested	Report Topic	Board Member Requesting Report	Report Due Date	Report Submitted By:	Date Submitted to the Board of Trustees
2/24/14	Financial Aid Services at SC and IVC	Marcia Milchiker	3/14	Tod Burnett and Glenn Roquemore	3/31/14
3/31/14	OPEB Retiree Medical Benefit Trust Fund	David Lang	4/14	Debra Fitzsimons	4/28/14
5/15/14	List of Board Report Requests resulting from Trustee Listening Sessions	All	Beginning Fall 2014	Gary Poertner	Beginning Fall 2014

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

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

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

ITEM: 7.2

DATE: 6/23/14

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 each academic year.

#### **STATUS**

The SOCCCD vision and mission statements are reviewed each year by the Districtwide Planning Council.

On April 8, 2014, the Saddleback College Consultation Council reviewed the college vision and mission statements as part of their strategic planning process. 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.

On June 11, 2014, the IVC Strategic Planning and Accreditation Council reviewed the college vision and mission statements as part of their strategic planning process. The Strategic Planning and Accreditation Council recommended to President Roquemore that no changes be made to the college vision and mission statements. President Roquemore concurred with the Council's recommendation.

There are currently no changes to the SOCCCD and 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

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

#### MISSION

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

# Saddleback College

#### VISION

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

#### MISSION

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

# **Irvine Valley College**

#### VISION

Irvine Valley College is a premier educational institution that provides students avenues for success through exceptional services and dynamic partnerships.

#### MISSION

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

# **Advanced Technology and Education Park**

#### VISION

As the premier center of career-technical education in Orange County, ATEP will prepare students in current and emerging technological careers for a globally competitive economy.

#### 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: 6/23/14

ITEM: 7.3

**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		Faculty			
Date/Time	Location	Member	Course Title/Activity	Speaker	Topic
May 12, 2014 3:30 pm	TAS 225	John Edwards	Env. Aware Club	Ian Bevan	Green Career Paths in Recycling Industry

# **IRVINE VALLEY COLLEGE**

Presentation Date/Time	Location	Faculty Member	Course Title/Activity	Speaker	Topic
May 14, 2014 5:30-7:00pm	BSTIC 101	Daniel Scott	MGT 160 – Entrepreneurship: Managing Your Business	Alex Pressley	Entrepreneurship
May 14, 2014 5:30-7:00pm	BSTIC 101	Daniel Scott	MGT 160 – Entrepreneurship: Managing Your Business	Chris Johnson	Entrepreneurship
May 14, 2014 5:30-7:00pm	BSTIC 101	Daniel Scott	MGT 160 – Entrepreneurship: Managing Your Business	Jeff Cole	Entrepreneurship
May 14, 2014 5:30-7:00pm	BSTIC 101	Daniel Scott	MGT 160 – Entrepreneurship: Managing Your Business	John Mendola	Entrepreneurship

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.4 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Basic Aid Report

**ACTION:** Information

#### **BACKGROUND**

The District returned to Basic Aid status in FY 1999-2000. The Board of Trustees has requested regular information reports (EXHIBIT A) about projected basic aid receipts and approved projects.

#### **STATUS**

As of May 31, 2014, total estimated Basic Aid receipts are \$519.4M and total approved projects are 505.3M. The balance of \$14.1M includes the reserve of \$7.8M and unallocated funds of \$6.3M.

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 FY 2013-2014 Basic Aid allocation from the May, 2014 Board report. FY 2014-2015 Basic Aid Funding that was approved at the May 19, 2014 Board meeting will be reflected on the July, 2014 Basic Aid Report.

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

# South Orange County Community College District Expenditure History for Approved Basic Aid Projects June 23, 2014

	Approved	4000/00	2000/40	2040/44	2044/42	2042/42	Polonee Remaining
Project Description	Approved Amount	1999/09 Actual	2009/10 Actual	2010/11 Actual	2011/12 Actual	2012/13 Actual	Balance Remaining for 2013/14
CLOSED PROJECTS	,	•	•	•	•		
CLOSED PROJECTS TOTAL	171,397,951	153,862,694	9,544,786	3,994,632	3,818,817	177,022	0
CAPITAL PROJECTS	11 1,001,001		.,,	2,000,000	2,2 12,2 11	,-==	
	1 000 000	378,837	215 212	144 265	738	140 555	120 102
Campus Appearance Improvement IVC & SC (2009)	1,000,000	,	215,312 12,192	144,365	781,124	140,555 109,025	120,193
ATER First Building Phase 3A (2011)	13,700,000	61,693	12,192	1,439,404	701,124	109,025	11,296,561
ATER Operating Pudget* (2006)	12,500,000	6 200 024	2 200 020	1 700 760	507 110	F64 200	12,500,000
ATEP Operating Budget* (2006)	12,197,558	6,208,934	2,390,930	1,798,762	507,119	564,290 98,851	727,523
ATER Site Development (2012)	340,436				31,948		209,637
ATEP Site Development (2013)  ATEP Site Development Negotiations (2008)	4,100,000 4,265,883	1 070 700	592,509	610 046	322,921	693,427 652,433	3,406,573
· · · · · · · · · · · · · · · · · · ·		1,979,700		618,846			99,475
ATEP Staffing, Equipment, Program Development (2007)	891,611	20,689	171,285	346,066	291,119	7,785	54,667
IVC A200 Success Center (2014)	46,095				20.452	600 222	46,095
IVC A400 Bldg Remodel (2011)	13,013,000				28,153	608,333	12,376,514
IVC ATEP Swing Space (2014)	984,000						984,000
IVC Defects Performing Arts Center (2014)	1,400,000	0.050	44.570	45.044	112 002	25.074	1,400,000
IVC Design and Install Entrance from Barranca (2003)	2,850,000	9,950	41,576	45,644	143,803	25,074	2,583,952
IVC Fine Arts Building (2008) - State Delay, Future Project request	61,278	61,278	700.000	440.004	(4.400.000)	COD 544	- 40.040.004
IVC Life Sciences Project (2004)	13,490,000	81,776	793,360	448,231	(1,169,892)	693,544	12,642,981
IVC New Parking Lot (2013)	2,026,000						2,026,000
IVC Peroring Arts Center Waterproofing (2013)	470,000			245.020	24.022	F7 420	470,000
IVC Repair Exteriors A100, A200, A300, A400, B100 (2010)	400,000		- 0.005	215,836	34,022	57,439	92,703
IVC Replace Main Water Valves (2010)	275,000		6,035	76,957	97,311	17,485	77,213
IVC Replace Natural Gas Piping A&B Quads (2010)	230,000		3,088	41,368	700	78,605	106,939
IVC SSC HVAC System (2010)	800,000		1,346	19,668	732	12,124	766,130
IVC Upgrade Exterior & Entries to B300 (2013)	680,000	77.000	544 544	745.000	4 047 045	(000,004)	680,000
SC Building Repairs - Library Remodel (2003)	9,819,000	77,892	511,511	745,863	1,817,215	(630,004)	
SC Building Repairs - LRC Comm Arts Renovation (2013)	2,622,000	450.404		40.000	- 04.000	12,320	2,609,680
SC Building Repairs - ATAS Building (2003)	6,210,313	153,424	-	13,800	94,380	167,292	5,781,417
SC Building Repairs - ATAS Swing Space Renov (2013)	9,520,687					124,917	9,395,770
SC Demolition and Upper Quad Remodel (2008)	1,000,000		-			0.754	1,000,000
SC Fine Arts HVAC Renovation (2013)	4,950,000	00.000	5.000	4.050	10.000	2,754	4,947,246
SC Golf Driving Range Net Replacement (2005)	300,000	96,800	5,000	4,950	19,300	42,520	131,430
SC Health Sciences/DS Waterproofing (2013)	1,000,000						1,000,000
SC New Gateway Building (2013) (Match)	1,545,115		00	4.070.044	100 704	0.404	1,545,115
SC Pool Deck Replacement (2010)	1,500,000		23	1,276,844	189,784	8,121	25,228
SC Roof Replace Tech & Applied Science, Village Bldg 3-8 (2010)	1,500,000	00.505	166,833	851,935	337,751	63,860	79,621
SC Sciences Building (M/S/E annex) (2003)	67,358,346	29,595		258,563	1,840,003	295,740	64,934,444
SC Site Improvements (2008)	12,580,000	-	5,740	212,701	-	1,464	12,360,095
SC PE 200 and 300 Interior Renovation (2014)	1,000,000						1,000,000
SC PE 400 and 500 Renovation (2014)	800,000					10.710	800,000
SC Water Damages/Storm Drainage Issues (2013)	750,000	0.400.507	4 040 744	0.550.000	5 007 504	10,710	739,290
CAPITAL PROJECTS TOTAL	208,176,322	9,160,567	4,916,741	8,559,803	5,367,531	3,858,665	176,313,015
SCHEDULED MAINTENANCE							
IVC Library Exterior (2013)	275,000						275,000
IVC Lighting & Walkways (2013)	795,055						795,055
IVC Sports Facilities (2012)	342,600					702	341,898
SC 12KV Elec Distr Repair (2014)	200,000						200,000
SC Central Plant (2013)	750,000					61,780	688,220
SC Energy Management System (2012)	657,400				323,678	333,722	-
SC HVAC PE 100 (2014)	800,000						800,000
SC PE 200 Bleacher Repairs (2014)	725,000						725,000
SC PE Complex (2013)	500,000						500,000
SCHEDULED MAINTENANCE PROJECTS TOTAL	5,045,055	-	-	-	323,678	396,204	4,325,173

# South Orange County Community College District Expenditure History for Approved Basic Aid Projects June 23, 2014

	Approved	1999/09	2009/10	2010/11	2011/12	2012/13	Balance Remaining
Project Description	Amount	Actual	Actual	Actual	Actual	Actual	for 2013/14
IT PROJECTS							
Campus Desktop Refresh (2013)	2,250,000					648,198	1,601,802
SOCCCD Awards Management System (2013)	500,000					303,641	196,359
SOCCCD Blackboard Plug-ins (2013)	150,000					2,000	148,000
SOCCCD Degree Audit/MAP Upgrade (2013)	1,000,000					230,118	769,882
SOCCCD Document Management Solution (2011)	659,202				622,823	18,731	17,648
SOCCCD DW Hardware Refresh (2014)	505,000						505,000
SOCCCD End-of-Life Core Network/Tech Refresh (2013)	5,500,000					446,032	5,053,968
SOCCCD Enterprise Backup Solution (2014)	150,000						150,000
SOCCCD Enterprise Content Mgmt Expansion (2013)	150,000					31,386	118,614
SOCCCD HR/Bus Svcs Integrated Software (2013)	5,250,000				16,131	150,433	5,083,436
SOCCD Intl and Student Scholar Mgmt (2014)	54,500				,	,	54,500
HRIS Data Migration	20,000					15,000	5,000
IT Governance - TeamDymanixHE Software	50,000					14,400	35,600
TracDat Integration with SharePoint	36,000					35,964	37
DW Infrastructure Inventory System	75,000						75,000
MySite Help System	20,000					420	19,581
Unified Communications System	50,000					28,928	21,072
IT Contingency	306,855					31,800	275,055
SOCCD IT Basic Aid Projects (2013)	557,855				_	126,511	431,344
SOCCD IT Projects SC/IVC/ATEP Instruct & Student Svc (2010)	8,744,770		2,906,089	2,665,868	1,745,944	888,629	538,240
SOCCD Master Calendar Integration (2014)	300,000		2,500,005	2,000,000	1,740,044	000,020	300,000
SOCCD Matriculation SEP System (2013)	100,000					332	99,668
SOCCD MySite Message Customization (2014)	150,000					332	150,000
SOCCCD MySite Security (2014)	50,000						50,000
SOCCD New Library System (2014)	100,000						100,000
SOCCCD New Library System (2014)	125,000						125,000
SOCCCD Crimine Catalog (2014)  SOCCCD Predictive Analytics (2013)	250,000					54,052	195,948
SOCCOD Fredictive Analytics (2013)  SOCCOD Student Information System Enhancement (2013)	3,000,000					1,047,013	1,952,987
SOCCOD Student Information System Upgrade-Phase I/Phase II (2006)	14,102,260	12,931,624	1,099,661	4,250	22,466	1,350	42,909
SOCCCD Student Information System Opgrade-Phase II (2000) SOCCCD Student Success Dashboard (2014)	550,000	12,931,024	1,099,001	4,250	22,400	1,330	550,000
SOCCCD Student Success Dashboard (2014) SOCCCD Technology Needs 2007/08 (2008)	8,036,477	5,483,732	1,197,263	923,579	392,177	28,547	11,179
SOCCCD Technology Needs 2007/08 (2008) SOCCCD Virtual Desktop (2014)	50,000	5,465,732	1,197,203	923,379	392,177	20,347	
SOCCCD Virtual Desktop (2014)  SOCCCD Waitlist Modification (2014)	250,000						50,000 250,000
		10 415 256	E 202 042	2 502 607	2 700 544	2.076.074	•
IT PROJECTS TOTAL	52,535,064	18,415,356	5,203,013	3,593,697	2,799,541	3,976,974	18,546,483
OTHER ALLOCATIONS							
IVC Debt Retirement - Energy Loans (2014)	2,316,647						2,316,647
SOCCCD Design/Build Specialty Consultant (2013)	350,000				13,300	91,725	244,975
SOCCCD Dist Union Offices (2014)	100,000						100,000
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)	175,000						175,000
SOCCCD DSA Project Close Out (2013)	280,000					12,256	267,744
SOCCCD Facilities Software System (2013)	1,004,000					309,248	694,752
SOCCCD FPP, IPP, 5 Year Plans (2013)	175,000						175,000
SOCCCD Insurance Deductibles (2014)	100,000						100,000
SOCCCD Lease/Leaseback Consultant (2013)	350,000					8,531	341,469
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)	510,000	136,354	13,140		117,900	100,578	142,027
SOCCCD Legal Counsel Facility Related Issues (2013)	600,000					35,073	564,927
SOCCCD Trustee Election/General Election Expense (2004 - present)	2,198,988	981,697	-	417,291	-	354,083	445,917
SOCCCD Retiree Benefits (2001 - present)	60,027,683	24,917,938	2,500,000	8,000,000	2,600,000	18,489,745	3,520,000
OTHER ALLOCATIONS TOTAL	68,187,318	26,035,989	2,513,140	8,417,291	2,731,200	19,401,240	9,088,457

# South Orange County Community College District Expenditure History for Approved Basic Aid Projects June 23, 2014

Project Description		Approved Amount	1999/09 Actual	2009/10 Actual	2010/11 Actual	2011/12 Actual	2012/13 Actual	Balance Remaining for 2013/14
BASIC AID PROJECT TOTALS		505,341,710	207,474,607	22,177,680	24,565,423	15,040,767	27,810,105	208,273,128
	Commitments	S	312,069,824	37,446,917	41,176,493	(9,951,045)	70,406,108	54,193,413
	Cumulative C	commitments	312,069,824	349,516,741	390,693,234	380,742,189	451,148,297	505,341,710
	Receipts		316,195,584	39,022,021	38,737,963	39,301,044	46,888,399	39,269,228
	Cumulative R	Receipts	316,195,584	355,217,605	393,955,568	433,256,612	480,145,011	519,414,239
	Cumulative E	xpenses	207,474,607	229,652,287	254,217,710	269,258,477	297,068,583	505,341,710
	Uncommitted	Basic Aid Funds	108,720,977	125,565,318	139,737,858	163,998,135	183,076,428	14,072,529
Change from May 2014 Report:		Approved Amount						2013/14 and Forward
								-
Total Change from May 2014 Report		-	-	-	-	-	-	-

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 7.5 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** SOCCCD: Facilities Plan Status Report

**ACTION:** Information

## **BACKGROUND**

On August 30, 2004, the Board of Trustees received a list of projects under consideration for local funding and a report on the status of each project. The Board requested to be kept informed about these and other facilities projects.

#### **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 June 23, 2014

#### SADDLEBACK COLLEGE

#### 1. SCIENCES BUILDING

	Original	Revision	Total
Project Budget:	\$52,234,000	\$8,308,000	\$67,358,000
State Match:	\$36,564,000	(\$36,564,000)	-
Basic Aid Allocation:	\$3,867,000	\$63,491,000	\$67,358,000

Budget Narrative: Budget reflects Board agenda action on 8/26/08, 10/27/08, 4/27/09, 6/22/09, 5/24/10, 2/28/2011 and 8/24/2012. On February 28, 2011, the Board reassigned \$14,789,346 from other Saddleback College projects and applied \$29,000,000 from basic aid dollars to partially fund the Sciences building after three years running with no state funding. On August 27, 2012, the Board approved \$11,179,000 to fund the remainder of the project budget. In August, the state chancellor's office has escalated the project budget to \$59,050,000 resulting in the unassigned amount of \$215,000. On October 28, 2013, the Board approved reassignment of funds from existing encumbered funding from the ATAS renovation project for an amount of \$8,523,000 for a new project budget equaling \$67,358,000.

<u>Status:</u> Underground utility relocation and reroute installation is completed. *Pad preparation and grading certification was received.* 

<u>In Progress</u>: Structural steel fabrication is underway. Retaining wall mock ups are under review. *Pile drilling and construction are underway. Temporary chillers are supplying campus cooling while central plant work is in progress.* 

Recently Completed: Temporary chillers are installed at central plant. Coordination of welding protocols is complete and approved. Demolition at Central Plant is complete. Construction extending utilities between central plant and the sciences building is complete.

<u>Focus</u>: Structural steel coordination meetings are underway involving all associated trades, college, and district participation. *Excavation and soil preparation for retaining walls is underway*.

Project Start: March 2011	Scheduled Finish: December 2015
Projected Finish: December 2015	DSA Close Out: Pending

#### 2. SITE IMPROVEMENTS

	Original	Revision	Total
Project Budget:	\$11,697,000	\$1,883,000	\$13,580,000
State Match:	-	-	-
Basic Aid Allocation:	\$3,442,000	\$10,138,000	\$13,580,000

<u>Budget Narrative</u>: Budget reflects Board agenda action on 3/24/08. With the project shifting focus from the Loop Road to is secondary effects (Site Improvements), several previously budgeted projects have been integrated into a single project budget for scales of economy: Upper Quad (2008 - \$1M) incorporated into work scope with isolated budget, Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 - \$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000) for a total project budget of \$13,580,000.

Status: Criteria Architect is working to develop the project scope.

<u>In Progress</u>: Complete survey of golf driving range, practice fields and quad are expected by end of June. Jurisdictional Delineation Report to be prepared by consultant regarding storm drain repairs on County of Orange property. Encroachment permit submission to County of Orange for access onto their property

<u>Recently Completed</u>: Programming meetings continue with stakeholders.

Focus: Project scope development in accordance with project budget.

Project Start: Phase I-Feb 2010	Scheduled Finish: June 2016
Projected Finish: On Hold	DSA Close Out: On Hold

#### 3. TECHNOLOGY AND APPLIED SCIENCE (TAS) RENOVATION PROJECT

	Original	Revision	Total
Project Budget:	\$8,755,055	\$5,977,945	\$14,733,000
State Match:	-	_	-
Basic Aid Allocation:	\$1,956,000	\$4,254,000	\$6,210,000

Budget Narrative: Budget reflects Board agenda action on 2/28/11, 8/27/2012 and 10/25/2013. The original basic aid assignment of \$1,956,000 met design costs. The scope was revised to include both the North and South wing with a new budget estimated at \$14,733,000. On August 27, 2012, the Board approved \$12,777,000 to fully fund the project budget. On October 25, 2013, the Board approved reassignment of funds from the ATAS renovation project for an amount of \$8,523,000 for the Saddleback College Sciences Building project for a reduced budget equaling \$6,210,000 with an

understanding that this project will hold a high priority when requesting future basic aid funding.

Status: DSA has provided review comments, and architect is revising drawings to resubmit.

<u>In Progress</u>: Color selection underway, *Courtyard oak tree removal under discussion*, CD milestone approvals.

Recently Completed: Arborist concluded that courtyard oak tree will not survive new construction.

<u>Focus</u>: Final selection of building colors, native plants, campus milestone approval. Construction *start anticipated April* 2016 upon completion of the TAS Auto Tech Swing Space project.

Project Start: September 2011	Scheduled Finish: March 2015
Projected Finish: April 2017	DSA Close Out: Pending

#### 4. TECHNOLOGY AND APPLIED SCIENCE (TAS) SWING SPACE PROJECT

	Original	Revision	Total
Project Budget:	\$5,807,000	\$3,714,000	\$9,521,000
State Match:	-	-	-
Basic Aid Allocation:	\$5,807,000	\$3,714,000	\$9,521,000

<u>Budget Narrative</u>: Budget reflects Board agenda action on 8/27/2012 and 6/17/13. On August 27, 2012, the Board approved \$5,807,000 to fund the original project budget. On June 17, 2013, the Board approved additional funding of \$3,714,000.00.

Status: 75% construction documents submitted for college review.

In Progress: 100% Construction Document phase.

<u>Recently Completed</u>: ATAS department and college facilities approved 50% Construction Document.

Focus: Submit 100% Construction Documents to DSA.

Project Start: May 2012	Scheduled Finish: December 2014
Projected Finish: January 2016	DSA Close Out: Pending

#### 5. FINE ARTS HVAC UPGRADES AND INTERIOR RENOVATION PROJECT

	Original	Revision	Total
Project Budget:	\$1,000,000	\$3,950,000	\$4,950,000
State Match:	-	-	-
Basic Aid Allocation:	\$1,000,000	\$3,950,000	\$4,950,000

<u>Budget Narrative</u>: Budget reflects Board agenda action on 5/21/2012 and 6/17/13. On May 21, 2012, the Board approved \$1,000,000 to fund the original project budget. On June 17, 2013, the Board approved additional funding of \$3,950,000.00.

Status: Programming phase completed.

<u>In Progress</u>: Schematic design phase review.

Recently Completed: College approval for programming scope of work.

Focus: Obtain college sign off on schematic design

Project Start: July 2012	Scheduled Finish: September 2015
Projected Finish: September 2015	DSA Close Out: Pending

#### IRVINE VALLEY COLLEGE

#### 1. PERFORMING ARTS CENTER AND PARKING LOT 5 EXTENSION

	Original	Revision	Total
Project Budget:	\$16,304,000	\$17,309,000	\$33,613,000
State Match:	\$14,472,000	-	\$14,472,000
Basic Aid Allocation:	\$1,832,000	\$17,309,000	\$19,141,000

<u>Budget Narrative</u>: Budget reflects Board agenda action on 4/30/2001, 10/28/2002, 1/20/2004, 2/23/2004, 12/13/2004, and 1/31/2006. Budget also reflects reporting as shown on State Chancellor's Office FUSION report fiscal year 03-04 and 07-08.

Status: The final Notice of Completion was filed on September 24, 2007.

<u>In Progress</u>: Six change orders remain in "Pending" status and must be closed to arrive at DSA close out.

Recently Completed: Resubmittal of required documents to DSA for close out.

<u>Focus</u>: Change order close-out. DSA Close-Out Consultant is engaged to work with the architect to complete this effort.

Project Start: October 2003	Scheduled Finish:
Finish: Complete: July 2007	DSA Close Out: Underway

#### 2. LIFE SCIENCES PROJECT

	Original	Revisions	Total
Project Budget:	\$24,861,000	(\$4,371,000)	\$20,490,000
State Match:	\$17,393,000	(\$3,825,000)	\$13,568,000
Basic Aid Allocation:	\$1,113,000	\$1,780,000	\$13,490,000

Budget Narrative: Budget reflects Board agenda action on 6/22/2004, 5/23/2005, 3/24/2008, 4/27/2009, 5/24/2010 and 6/17/2013. The original project budget totaled \$24,861,000. The project budget was reduced to \$20,490,000 when a lower-than-estimated bid was received and the state reduced their match to \$13,568,000. When the state indicated they may not have funds for their match, the Board allocated a portion of the state's short fall using basic aid funding for a funded total of \$17,410,000. The state has reimbursed the district \$12,843,000 resulting in no need for additional basic aid funding. \$5,700,000 of the state reimbursement has been returned to basic aid project funds. Outstanding state reimbursement is \$725,000 which is the remaining portion of the state's contribution for equipment funding reimbursement.

<u>Status:</u> Project construction is complete and occupied. *DSA certification and project file close out.* 

<u>In Progress</u>: Surety negotiations.

Recently Completed: DSA Closeout.

Focus: Negotiations between Surety and District to resolve added costs of schedule delay.

Project Start: December 2008	Scheduled Finish: July 2012
Projected Finish: February 28, 2014	DSA Close Out: May 8, 2014

#### 3. BARRANCA ENTRANCE

	Original	Revision	Total
Project Budget:	\$2,850,000	-	\$2,850,000
Anticipated State Match:	-	-	-
Basic Aid Allocation:	\$2,850,000	-	\$2,850,000

<u>Budget Narrative</u>: Budget reflects Board agenda action on 4/27/2009. The current basic aid assignment of \$2,850,000 is considered sufficient to meet project costs.

Status: Construction documents are at the City of Irvine for final back-check approval.

<u>In Progress</u>: Legal review and negotiation with the City of Irvine for required Easement Deed and Agreements.

<u>Recently Completed</u>: Assignment of Agreement with the Irvine Company submitted to the County of Orange for filing.

<u>Focus:</u> Conclude agency negotiations and prepare documents to bid. Southern California Edison to prepare 3<sup>rd</sup> and final easement needed for project.

Project Start: March 2010	Scheduled Finish: Summer/Fall 2015
Projected Finish: Early 2016	DSA Close Out: Pending

#### 4. A400 RENOVATION AND EXPANSION PROJECT

	Original	Revision	Total
Project Budget:	\$3,004,051	\$10,008,949	\$13,013,000
Anticipated State Match:	-	-	-
Basic Aid Allocation:	\$1,000,000	\$12,013,000	\$13,013,000

<u>Budget Narrative</u>: Budget reflects Board agenda action on 2/28/2011, 8/27/2012 and 6/17/2013. On August 27, 2012, the Board approved \$10,463,000 additional to fund the project budget. Staff analyzed the budget identified in the Education and Facilities Master Plan and determined there was no allowance for equipment. On June 17, 2013 the Board approved \$1,550,000 for furniture, fixtures and equipment.

Status: DSA review comments received.

<u>In Progress</u>: Design-Builder is responding to comments from: DSA, district, consultants and IVC Facilities. Design-Builder is preparing documents for final review with DSA.

Recently Completed: DSA comments returned to Design-Builder.

<u>Focus</u>: Design-Builder to meet with DSA for final approval. Design-Builder completing acquisition of subcontractors. Ongoing furniture, fixture and equipment selection.

Project Start: December 2012	Scheduled Finish: May 2015
Projected Finish: May 2015	DSA Close Out: Pending

#### **ATEP**

#### 1. ATEP BUILDING DEMOLITION

Original	Revision	Total
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Project Budget:	\$7,000,000	\$6,700,000	\$13,700,000
Anticipated State Match:	-	-	-
Basic Aid Allocation:	\$7,000,000	-	\$7,00,000

Budget Narrative: Budget reflects Board action on 4/22/2004 and 6/17/2013.

<u>Status</u>: Six demolition projects including the ATEP Building Foundations and Infrastructure Demolition are complete.

In Progress: City of Tustin land exchange demolition plan review.

<u>Recently Completed</u>: Land exchange demolition construction documents submitted to City of Tustin for grading permit.

Focus: Bid Land Exchange Demolition project.

Project Start: September 2010	Scheduled Finish: March 2013
Projected Finish: On-going	DSA Close Out: N/A

#### 2. ATEP FIRST BUILDINGS - PHASE 3A

Ī		Original	Revision	Total
	Project Budget:	-	-	- 1
	Anticipated State Match:	-	-	-
	Basic Aid Allocation:	\$12,500,000	-	\$12,500,000

<u>Budget Narrative</u>: Budget reflects Board action on 2/28/2011. \$12,500,000 has been allocated to the Phase 3A project budget.

<u>Status</u>: Board approved two 30,000 square feet buildings, one for Saddleback College and one for Irvine Valley College. Board approved Design/Build as a delivery method for these projects. Initial programming completed January 2012. IVC Technical Specifications approved during A400 project development. Saddleback College completed review of the technical specifications.

<u>In Progress</u>: Basic Aid Allocation Resource committee recommendation for funding ATEP IVC First Building will be forwarded to the Board this month within the draft budget.

Recently Completed: Development Master Planning Workshop No. 2.

<u>Focus</u>: Development Master Planning to maximize use of site.

Project Start: January 2013	Scheduled Finish: June 2016
Projected Finish: June 2016	DSA Close Out: Pending

#### **DISTRICT WIDE**

# 1. 20 YEAR FACILITIES, RENOVATION AND SCHEDULED MAINTENANCE FACILITIES SYSTEM

	Original	Revision	Total
Project Budget:	\$704,000	300,000	\$1,004,000
Anticipated State Match:	-	-	-
Basic Aid Allocation:	\$704,000	-	\$704,000

<u>Budget Narrative</u>: Budget reflects Board action on 6/25/2012 and 6/17/2013.

<u>Status</u>: Irvine Valley College *is employing* the Maintenance Direct portion of the software modules.

<u>In Progress</u>: Coordinate condition assessment and scheduled maintenance information into a graphic representation at State Chancellor's website. Develop contract for infrastructure condition assessment.

<u>Recently Completed:</u> Analyzed recently completed projects and the associated schedule of values to develop customized cost model(s). The information that was reported from the condition assessment efforts was used by the colleges to develop scheduled maintenance project request with the Basic Aid Allocation Resource Committee.

<u>Focus</u>: Upload information with State Chancellor's Office FUSION website. Perform infrastructure condition assessment.

Project Start: July 2012	Scheduled Finish: June 2013
Projected Finish: September 2014	DSA Close Out: N/A

Project updates for active projects may be viewed at: http://www.socccd.edu/businessservices/ProjectUpdates.html.

Definitions:

Project Start: Month Architect/Consultant(s) are brought on board for

design/project

Scheduled Finish: Assumed duration of project depending on variables, such as

agency review, etc. outside District and consultant control

Projected Finish: Identified finish at the time of the report

DSA Close Out: The process of sending required documents to DSA to obtain

project certification.

Note: Project budgets reflect the allocated state match as reported in FUSION for the planning year 2014-2015. (FUSION is the State Chancellor's Office database for Capital Outlay.)

The "Revisions" column for the State Match category includes changes due to escalation and changes that may have occurred to the state's percentage (i.e. going from an 80% match down to a 70% match and so on as the economy changes) from the original project approvals to current date. The "Revisions" column for the Basic Aid Allocation will show a total variation to date taking into account both increased and decreased basic aid allocations.

The Unassigned category identifies an underfunded budget.

The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 7.6

DATE: 6/23/14

**TO:** Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Monthly Financial Status Report

**ACTION:** Information

#### BACKGROUND

Monthly General Fund financial reports (EXHIBIT A) for the two colleges and the District are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance.

#### **STATUS**

The reports display the adopted budget, revised budget and transactions through May 31, 2014 (EXHIBIT A). A review of current revenues and expenditures for FY 2013-2014 show they are in line with the budget.

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

General Fund Income and Expenditure Summary As of May 31, 2014

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget		Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS		_				
BEGINNING FUND BALANCE:		\$	34,319,623	34,319,623	34,319,623	100.00%
REVENUES:						
Federal Sources	8100-8199	\$	1,437,406	4,686,646	694,831	14.83%
State Sources Local Sources	8600-8699		16,576,274	20,612,080	15,400,774	74.72%
Other Financing Sources	8800-8899 8900-8912		187,210,910	187,658,096	187,665,859 8,682	100.00%
Total Revenue	0000 0012	_	205,224,590	212,956,822	203,770,146	95.69%
				, ,	, ,	
INCOMING TRANSFERS	8980-8989		0	0	0	
TOTAL SOURCES OF FUNDS		\$_	239,544,213	247,276,445	238,089,769	96.28%
USES OF FUNDS						
EXPENDITURES:						
Academic Salaries	1000-1999	\$	67,332,618	68,689,317	61,284,298	89.22%
Other Staff Salaries	2000-2999		41,249,943	43,322,395	33,184,039	76.60%
Employee Benefits	3000-3999		35,816,180	36,609,700	30,728,687	83.94%
Supplies & Materials Services & Other Operating	4000-4999 5000-5999		5,090,739 20,660,367	5,082,291 22,720,971	2,440,098 13,148,248	48.01% 57.87%
Capital Outlay	6000-5999		5,781,881	6,688,389	2,700,375	40.37%
Payments to Students	7500-7699		398,441	1,032,878	483,999	46.86%
Total Expenditures		\$	176,330,169	184,145,941	143,969,744	78.18%
OTHER FINANCING USES:						
Debt Service	7100-7199		2,254,321	2,316,647	2,316,647	100.00%
Inter Fund Transfers Out	7300-7399	\$	3,209,000	3,487,406	3,247,406	93.12%
Basic Aid Transfers Out	7300-7399		33,804,051	33,804,051	33,804,051	100.00%
Intra Fund Transfers Out	7400-7499	_	0	8,682	8,682	0.00%
Total Other Uses			39,267,372	39,616,786	39,376,786	99.39%
TOTAL USES OF FUNDS		_	215,597,541	223,762,727	183,346,530	81.94%
ENDING FUND BALANCE		\$_	23,946,672	23,513,718	54,743,239	
RESERVES						
Reserve for Unrealized Tax Collections (Basic Aid)		\$	11,717,496	11,655,170		
Reserve for Economic Uncertainties			11,296,568	11,296,568		
College Reserves for Economic Uncertainties		_	932,608	561,980		
TOTAL RESERVES		\$_	23,946,672	23,513,718		

NOTE: As of May 31, 2013, actual revenues to date were **97.49%** and actual expenditures to date were **82.21%** of the revised budget to date.

## SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary As of May 31, 2014

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE	:		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS		_				
LOCATION BEGINNING BALANCE		\$	9,959,945	9,959,945	9,959,945	100.00%
REVENUES: Unrestricted Budget Allocation Restricted Budget Allocation Total Revenue		\$_	85,095,866 9,097,454 94,193,320	85,095,866 14,537,404 99,633,270	83,115,237 7,962,479 91,077,716	97.67% 54.77% 91.41%
INCOMING TRANSFERS	8980-8989		0	0	0	
TOTAL SOURCES OF FUNDS		\$_	104,153,265	109,593,215	101,037,661	92.19%
USES OF FUNDS						
EXPENDITURES: Academic Salaries Other Staff Salaries Employee Benefits Supplies & Materials Services & Other Operating Capital Outlay Payments to Students Total Expenditures	1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699	\$ - \$	43,634,681 20,664,930 20,323,819 3,643,373 8,977,419 4,110,114 223,929 101,578,265	44,365,282 22,030,523 20,971,912 3,804,242 10,535,811 4,401,010 696,769 106,805,549	39,102,906 16,515,388 17,352,926 1,685,974 5,797,223 1,719,350 249,280 82,423,047	88.14% 74.97% 82.74% 44.32% 55.02% 39.07% 35.78% 77.17%
OTHER FINANCING SOURCES/(USES) Debt Service Transfers Out Other Transfers Total Other Uses  TOTAL USES OF FUNDS	7100-7199 7300-7399 7400-7499	\$ -	0 2,075,000 0 2,075,000 103,653,265	2,278,984 8,682 2,287,666 109,093,215	0 2,316,584 8,682 2,325,266 84,748,313	101.65% 100.00% 101.64% 77.68%
LOCATION OPERATING BALANCE		\$_	500,000	500,000	16,289,348	
RESERVES Reserve for Economic Uncertainties		\$_	500,000	500,000		

NOTE: As of May 31, 2013, actual revenues to date were **94.01%** and actual expenditures to date were **78.58%** of the revised budget to date.

# **IRVINE VALLEY COLLEGE**

General Fund Income and Expenditure Summary As of May 31, 2014

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE	<u> </u>	Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		1,544,479	1,544,479	1,544,479	100.00%
REVENUES: Unrestricted Budget Allocation Restricted Budget Allocation Total Revenue		\$ 47,898,208 5,674,197 53,572,405	47,898,208 7,962,453 55,860,661	47,622,206 6,267,845 53,890,051	99.42% 78.72% 96.47%
INCOMING TRANSFERS	8980-8989	0	0	0	
TOTAL SOURCES OF FUNDS		55,116,884	57,405,140	55,434,530	96.57%
USES OF FUNDS					
EXPENDITURES:     Academic Salaries     Other Staff Salaries     Employee Benefits     Supplies & Materials     Services & Other Operating     Capital Outlay     Payments to Students	1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699 ): 7100-7199 7300-7399 7400-7499	21,888,688 12,795,573 11,506,470 1,200,271 5,092,095 1,142,667 174,512 53,800,276 0 884,000 0	22,514,786 13,424,884 11,651,897 1,030,643 5,770,991 1,655,428 336,109 56,384,738 0 958,422 0	20,976,865 10,579,412 10,140,174 693,744 3,319,316 715,958 234,719 46,660,188	93.17% 78.80% 87.03% 67.31% 57.52% 43.25% 69.83% 82.75%
TOTAL USES OF FUNDS		54,684,276	57,343,160	46,741,010	81.51%
LOCATION OPERATING BALANCE		432,608	61,980	8,693,520	
RESERVES Reserve for Economic Uncertainties		432,608	61,980		

NOTE: As of May 31, 2013, actual revenues to date were **95.22%** and actual expenditures to date were **84.37%** of the revised budget to date.

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 7.7

DATE: 6/23/14

**TO:** Board of Trustees

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

RE: SOCCCD: Retiree (OPEB) Trust Fund

**ACTION:** Information

#### **BACKGROUND**

In April 2008 the SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

#### STATUS

This report is for the period ending May 31, 2014 (EXHIBIT A). The portfolio is comprised of 49.6% Fixed Funds (Bonds) and 50.4% Common Stocks (Domestic and International). The portfolio's performance increased 1.63% in the month of May, 2014, ending with a fair market value of \$94,606,053. Since inception, the trust has earned a 6.60% annualized return which is consistent with the market.

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



June 5, 2014

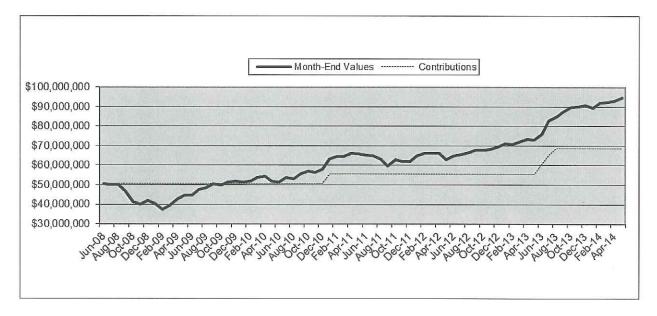
South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value on May 31st of \$94,606,053.31 your portfolio's performance was up 1.63% for the month and up 6.60% on an annualized basis since the June 24<sup>th</sup>, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of bond funds (49.6%), and common stock funds (50.4%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008, and additional contributions of \$4,618,708 on January 10, 2011, \$5,000,000 on June 17, 2013, \$5,000,000 on July 31, 2013 and \$3,389,912.76 on August 20, 2013 for a total of \$68,799,723.76. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<i>May 2014</i>	Year-To-Date	Annualized Since Inception
South Orange CCCD	1.63%	4.19%	6.60% annualized return
S&P 500	2.35%	4.96%	9.52% (Domestic Stocks)
MSCI EAFE	1.62%	3.78%	2.92% (International stocks)
Barclays Aggregate	1.14%	3.87%	5.13% (Domestic Bonds)
Barclays Global	0.59%	4.17%	4.21% (Global Bonds)



Very truly yours,

Scott W. Rankin Senior Vice President

				Month-End				
Month - Year	Month - Year Contributions		С	<b>Contribution Balance</b>		Investment Values		
June-08	\$	50,791,103	\$	50,791,103	\$	50,589,708		
June-09	\$	-	\$	50,791,103	\$	44,706,214		
June-10	\$	-	\$	50,791,103	\$	51,342,419		
June-11	\$	4,618,708	\$	55,409,811	\$	65,060,898		
July-11	\$	-	\$	55,409,811	\$	64,945,129		
August-11	\$	-	\$	55,409,811	\$	63,185,567		
September-11	\$	-	\$	55,409,811	\$	59,495,123		
October-11	\$	-	\$	55,409,811	\$	63,076,658		
November-11	\$	-	\$	55,409,811	\$	61,958,358		
December-11	\$	-	\$	55,409,811	\$	61,922,567		
January-12	\$	-	\$	55,409,811	\$	64,741,289		
February-12	\$	-	\$	55,409,811	\$	66,183,867		
March-12	\$	-	\$	55,409,811	\$	66,171,932		
April-12	\$	-	\$	55,409,811	\$	66,175,447		
May-12	\$	-	\$	55,409,811	\$	63,042,614		
June-12	\$	-	\$	55,409,811	\$	64,788,984		
July-12	\$	-	\$	55,409,811	\$	65,563,930		
August-12	\$	-	\$	55,409,811	\$	66,464,346		
September-12	\$	-	\$	55,409,811	\$	67,752,206		
October-12	\$	-	\$	55,409,811	\$	67,885,330		
November-12	\$	-	\$	55,409,811	\$	68,138,640		
December-12	\$	-	\$	55,409,811	\$	69,357,729		
January-13	\$	-	\$	55,409,811	\$	70,991,112		
February-13	\$	-	\$	55,409,811	\$	70,937,479		
March-13	\$	-	\$	55,409,811	\$	71,945,351		
April-13	\$	-	\$	55,409,811	\$	73,452,895		
May-13	\$	-	\$	55,409,811	\$	72,940,697		
June-13	\$	5,000,000	\$	60,409,811	\$	76,038,439		
July-13	\$	5,000,000	\$	65,409,811	\$	82,877,790		
August-13	\$	3,389,913	\$	68,799,724	\$	84,697,024		
September-13	\$	-	\$	68,799,724	\$	87,424,231		
October-13	\$	-	\$	68,799,724	\$	89,609,089		
November-13	\$	-	\$	68,799,724	\$	89,951,634		
December-13	\$	-	\$	68,799,724	\$	90,697,726		
January-14	\$	-	\$	68,799,724	\$	89,457,863		
February-14	\$	-	\$	68,799,724	\$	92,015,106		
March-14	\$	-	\$	68,799,724	\$	92,418,028		
April-14	\$	-	\$	68,799,724	\$	93,035,180		
May-14	\$	-	\$	68,799,724	\$	94,606,053		
	\$	68,799,724						

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 8.0 DATE: 6/23/14

**TO:** Board of Trustees

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

**RE:** Reports from Administration and Governance Groups

ACTION: None

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

Saddleback College Academic Senate
Faculty Association
Irvine Valley College Academic Senate
Associate Vice Chancellor, Economic Development
Vice Chancellor, Technology & Learning Services
Vice Chancellor, Human Resources
Vice Chancellor, Business Services
Irvine Valley College Classified Senate
California School Employees Association
Saddleback College Classified Senate
Police Officers' Association
Associated Student Government of SC

Associated Student Government of IVC



**TO:** Gary L. Poertner, Chancellor, and Members of the Board of Trustees

**FROM:** Glenn R. Roquemore, PhD, President

**DATE:** June 12, 2014

SUBJECT: President's Report for the June 23, 2014 Board of Trustees Meeting

#### IVC Receives \$500,000 from Career Pathways Partnership

On May 30, the California Department of Education informed Irvine Valley College (IVC) that it would be part of a Consortium (Orange County Career Pathways Partnership) that received an award from the California Careers Pathways Trust grant for \$15 million. IVC will receive approximately \$500,000 over the next five years to develop these seven pathways including: Biotechnology; Information & Communication Technology and Digital Media Art; Engineering; Advanced Manufacturing; Photonics; Design Model Making & Rapid Prototyping. The link to the announcement funded through the California Department of Education is <a href="http://www.cde.ca.gov/nr/ne/yr14/yr14rel58.asp">http://www.cde.ca.gov/nr/ne/yr14/yr14rel58.asp</a>

#### A-400 Project

On May 27, initial work began on the A-400 site. A construction fence was placed around the building and Parking Lot 2, as well as the excavation to disconnect and reconnect the power for CEC 5 & 6 (which flows through the current A-400 electrical room. As part of this construction, the public restroom in A-400 was closed and the water was also shut off. Demolition of A-400 will follow with a groundbreaking scheduled for August 12.

#### **Presidential Scholarship Winners**

This year's IVC Presidential Scholarship Award winners are twins, from Woodbridge High School, Nicholas and Nadia Sine. Nicholas looks forward to attending IVC this fall and then transferring to a university, majoring in accounting with a minor in economics, with the goal of becoming a financial advisor. At IVC, Nadia plans to pursue a major in theatre arts and a minor in biology, and she is particularly interested in the area of human anatomy and physiology.

#### 2014 Music Scholarship Recipients

Congratulations to the 2014 Music Scholarship recipients. Winners of the Tonya Reed Gardner Memorial Endowed Music Scholarship include: Bernadette Ceman, Angela Choi, Nick Gaydos, Nancy Stealey and Terrance Whyte. Jenny Richards Memorial Endowed Music Scholarship recipients include: Sara Cooper, Noemi Rodriguez and Kathryn Schmidt. Recipients of the Ikemi-Murakami Music Scholarship are: Tiffany Chan, Jonthan Cortez-Valdez, Laura Doumad, Sina Karachiani and Yesenia Pulido.

President's Report to the Board of Trustees June 12, 2014 Page 2

#### 2014 Scholarship Ceremony

At the 2014 IVC scholarship ceremony, approximately \$201,400 was awarded to 356 IVC students for the 2014-2015 academic year. In total, this year, 477 scholarships will provide approximately \$368,200 in awards. These are all made possible through contributions by IVC's benefactors: local businesses, corporations, service organizations and individuals, as well as IVC faculty, students and staff. For 2014-2015, of the 477 total scholarships being awarded this year, 41 of these scholarships are a result of the completion of the Osher campaign; an additional 46 are from the City of Irvine's incoming high school student scholarships (Measure BB).

#### **IVC Names Scholar Athletes**

Becky Moodie and Steven Le were named Scholar Athletes at the Scholar Athlete Luncheon held June 17. Becky Moodie is one of the best volleyball players to come through the IVC program. Under Coach Tom Pestolesi, her participation has helped the Lasers to achieve being named the first team all-Orange Empire Conference in the last two indoor seasons which take place during the fall. Becky was named all-conference in 2013 after finishing with 393 digs, including 190 in conference play, averaging 4.68 digs per set overall and 4.42 in conference. Her career 733 digs is an all-time program record at IVC. She was also successful on the sand, participating in the new sand volleyball program, and helped to win the state title the last two seasons. Becky and partner Annie Mitchem won all three of their matches at the state tournament event held at IVC last month as the Lasers went undefeated as a team in beating Fullerton, Grossmont and Golden West for the title. In the classroom, Becky held a 3.60 cumulative grade point average, including three semesters of a 4.00. She was a two-year scholar athlete for the Lasers. Becky will continue her academic and athletic career at Cal Baptist next season.

Steven Le has been one of the best players on the IVC men's tennis team the past two seasons, which have been the best in IVC history. In 2013, Steven held a record of 13-4 and was ranked as high as seventh overall in the state. That season, the Lasers finished second in the Orange Empire Conference. Steven and the Lasers, under the direction of coach Ross Duncan, took their games to another level in 2014. This past season, Steven was one of IVC's top players. He had a record of 18-6 overall in singles, including 12-4 in dual matches, playing primarily in the No. 3 singles position. Steven reached the round of 16 in singles at the State Championships and made the final in the singles competition at the Orange Empire Conference Championships. He won four matches to make the conference final. Steven ended up being ranked 20th in singles in the state in the final Intercollegiate Tennis Association California Community College rankings. Off the courts, Steven has been a two-year IVC scholar athlete. He carries a 3.39 cumulative GPA and would like to major in business administration. Steven is currently weighing offers from four-year colleges, while he continues taking classes at IVC.

President's Report to the Board of Trustees June 12, 2014 Page 3

#### **IVC Holds 29th Commencement**

On Friday, May 23, IVC held its 29th Commencement outdoors at the Live Oak Terraces next to the Performing Arts Center, Scott Lay, President and Chief Executive Officer of the Community College League of California delivered the commencement address. Sarah Pospisilova, who emigrated from the Czech Republic in 2000, delivered the student address. Her short-term goal is to become a high school teacher in Los Angeles. In fall 2014, she will transfer to CSU Channel Islands where she plans to double major in English and history. IVC awarded 1,908 degrees and certificates. This year, IVC conferred 686 Associate in Arts Degrees; 75 Associate in Arts for Transfer Degrees, 83 Associate in Science Degrees; 88 Associate in Science for Transfer Degrees; and 976 Certificates of Achievement. This year the oldest graduate was 67 years old and the youngest graduate was 17 years old. Among IVC's students, 932 were graduating with degrees, 494 students were women, and 405 students were men. Among the graduates, IVC conferred degrees to 293 honor students; of these, 144 students graduated cum laude with an average of 3.5-3.74; 111 students graduated magna cum laude with a grade point average of 3.74-3.99; and 38 students graduated summa cum laude with a grade point average of 4.0. IVC's 2014 graduates have been accepted at each of the nine campuses of the University of California, including 143 students accepted to UCLA.

## Early College Students Attend Commencement at IVC

At IVC's commencement ceremony on May 23, twenty-seven students from El Toro High School and 17 students from Beckman High School were among the ranks of graduates. As part of IVC's Early College program, these students earned dual college credit while still in high school, completing a series of courses known as the IGETC (Intersegmental General Education Transfer Curriculum) by the time they finished their senior year. Community college students use IGETC to complete their lower-division general education requirements for both UC and Cal State University schools, as well as many private and out-of-state schools. These students now will transfer directly to schools including UC Berkeley, UCLA, UC Irvine, UC Davis, UC Riverside, USC, Chapman University, Cal State Fullerton, Long Beach State, Cal Poly Pomona, Columbia University, George Washington University, Boston University, the University of Alabama, and many more. The Early College program began in 2007 at Beckman; El Toro students began participating in 2009.



TO: Members of the Board of Trustees

Gary L. Poertner, Chancellor

FROM: Dr. Tod A. Burnett, President

SADDLEBACK C O L L E G E

SUBJECT: Report for June 23, 2014 Board of Trustees Meeting

## Orange County Career Pathways Partnership Awarded \$15 Million Grant

The California Department of Education has awarded the Orange County Career Pathways Partnership (OCCPP) a \$15 million California Career Pathways Trust grant to create a countywide, self-sustaining infrastructure that builds, supports, and expands rigorous and innovative career pathways for students from kindergarten through college. Led by Saddleback College and the Orange County Department of Education, OCCPP is the first countywide consortium comprised of fifteen Orange County school districts; nine community colleges; University of California, Irvine; California State University, Fullerton; four Regional Occupation Programs; three Workforce Investment Boards; VitalLink, and over 100 business and industry partners. Saddleback College will be granted \$1.3 million to serve as the lead college for this partnership.

OCCPP, which is one of twelve recipients awarded a \$15 million grant and represents the largest regional consortium in the state, will make career pathway programs accessible to Orange County students from all academic, socio-economic, and achievement levels ranging from Gifted and Talented Education (GATE) students, to alternative education students, foster youth, and students with physical and learning disabilities. These programs will also align career courses with rigorous science, technology, engineering and mathematics (STEM), California Academic Standards, and Career Technical Education Model Standards instruction that provide real-world application of career concepts, linking the content to industry needs.

Students in the pathway programs will participate in career exploration and on-the-job training that prepare them to earn certificates, associate degrees, baccalaureate degrees, and advanced degrees in three target sectors: Health Care/Biotechnology; Engineering/Advanced Manufacturing/Design; and Information Communication Technology/Digital Media. The goal of this initiative is to enroll 17,000 Orange County students in career pathways in these sectors by 2017-18.

Thank you to those who worked tirelessly on this effort, beginning with Dr. Kathy Werle, vice president for instruction, the project lead. In addition, Roxanne Metz, Edward De La O, Catherine Arreguin, Tony Teng, Don Busché, and Mary Anstadt provided endless support, along with assistance from Professors Glen Stevenson and Penny Skaff.

#### California Community Colleges Classified Senate Bestows Leadership Award to Dr. Burnett

Dr. Tod A. Burnett was selected as this year's recipient of the California Community Colleges Classified Senate (4CS) Leadership Award. Since 2001, 4CS has bestowed the Leadership Award to selected individuals, acknowledging their outstanding leadership in support of community college classified staff

employees. Dr. Burnett attended the Annual Classified Leadership Institute Awards Dinner on June 20<sup>th</sup> in Ventura to accept his award.

Previous recipients of the 4CS Leadership Award include Dr. Brice Harris, Dr. Jack Scott, and Arnold Schwarzenegger.

#### Office of Instruction

Fine Arts & Media Technology — On June 12th, Instrumental Studies hosted a free chamber music concert in FA101 at 12 noon. Violinists Melody Chang and Clara Kim; cellists Alejandro Duque and Michael Kaufman, and clarinetist Ran Kampel performed works from Beethoven and Brahms. At their last meeting of the year, on June 10<sup>th</sup>, the Angels for the Arts awarded \$30,000 to Art, Cinema-Television-Radio, Theatre, and Music faculty to honor their funding requests for the year. The Angels reached an unprecedented all-time high of donations to the Division of Fine Arts & Media Technology this year to purchase a new state-of-the-art tram and award 24 student scholarships for an additional \$55,000.

#### Office of Administrative Services

Student Payment and Veterans Offices – The Student Payment and Veterans Office was audited by the Veterans Administration (VA) during the week of June 9<sup>th</sup>. During this week-long inspection, the VA auditor examined all areas related to Saddleback College's administration of VA education benefits.

The auditor considers Saddleback College to be a model school; the college's VA students' records not only complied with VA regulations but are also extremely detailed and comprehensive, zero discrepancies were reported. Additionally, the auditor noted that the co-location of the Veterans Office with the Student Payment Office has resulted in extremely accurate and timely compliance with VA regulations regarding payment of fees and return of VA overpayments. The VA has often referred other colleges to the Saddleback Student Payment and Veterans Office for advice and information.