

The vision of the  
South Orange County Community College District  
is to be a leader in exemplary teaching and learning,  
student success and community partnerships.

# AGENDA

## Meeting of the Board of Trustees



**Monday, August 26, 2013**

Call to order: 5:00 p.m.

[Followed by Public Comments/Closed Session]

Reconvene Open Session: 5:30 p.m.

Ronald Reagan Board of Trustees, Room 145  
Health Sciences/District Offices Building  
Saddleback College  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

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

Such writings may also be posted on the District's website: <http://www.socccd.edu>

The meeting is video recorded for public viewing.

### Board of Trustees

Nancy M. Padberg – President, T.J. Prendergast, III - Vice President, Marcia Milchiker – Clerk  
William O. Jay, David B. Lang, Timothy Jemal, James R. Wright, David Robinson – Student Trustee  
Gary L. Poertner - Chancellor



## Meeting of the Board of Trustees

August 26, 2013

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

#### **1.0 PROCEDURAL MATTERS**

1.1 Call to Order

1.2 Public Comments

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

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

- A. Public Employee Employment/Discipline/Dismissal/Release (GC Section 54957) (3 employees)
  - 1. Public Employee Discipline (1)
  - 2. Public Employee Employment (2)
    - a. Custodian (1)
    - b. Acting Dean Saddleback College (1)

### **RECONVENE OPEN SESSION: 5:30 P.M.**

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

#### **2.0 PROCEDURAL MATTERS**

2.1 **Actions Taken in Closed Session**

2.2 **Invocation**

Led by Trustee James Wright

2.3 **Pledge of Allegiance**  
Led by Trustee Nancy Padberg

2.4 **Resolutions/Commendations**  
A. Resolutions  
None

B. Commendations  
None

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

### **3.0 REPORTS**

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

- A. Board Reports
- B. Chancellor's Report
- C. College Presidents' Reports (*Written Reports included in Section 8.0*)
- D. Board Request(s) for Reports

### **4.0 DISCUSSION ITEMS**

4.1 None

### **5.0 CONSENT CALENDAR ITEMS**

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

5.1 **SOCCCD: Board of Trustees Meeting Minutes**  
Approve minutes of a Regular Meeting held on July 22, 2013.

5.2 **Irvine Valley College: Associated Students of Irvine Valley College (ASIVC) 2013-2014 Out-of-State Travel**  
Approve the ASIVC out-of-state travel request for participation in conferences and/or competitions during the 2013-2014 academic year. Costs for registration fees, travel, food, and lodging for students and advisor(s) will not exceed \$99,857.00. There is no impact on the general fund.

- 5.3 **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.
- 5.4 **Saddleback College: Sciences Building Project: Architectural Agreement Amendment No. 3**  
Approve amendment with Dougherty & Dougherty Architects, LLP in the amount of \$16,500. The total revised contract amount is \$2,665,000.
- 5.5 **ATEP: Agreement Amendment for Real Estate Services**  
Approve the amendment to the listing agreement with CB Richard Ellis, Inc.
- 5.6 **ATEP: Building 26 – Remediation and Demolition, Notice of Completion**  
Authorize the filing of the Notice of Completion.
- 5.7 **SOCCCD: Contract with eNamix for Quality Assurance Services**  
Approve the agreement with eNamix in the amount of \$161,280 for the term September 1, 2013 to August 31, 2014.
- 5.8 **SOCCCD: Commissioning Services Pool**  
Approve listed firms for a pool from which to draw commissioning services for no greater than a five year period.
- 5.9 **SOCCCD: Contract with OCLC**  
Approve agreement with Online Computer Library Center, Inc. for the term of July 1, 2013 to June 30, 2014 in the amount of \$91,100.
- 5.10 **SOCCCD: Fiscally Accountable Application and Resolution No. 13-30**  
Approve resolution to apply and become fiscally accountable.
- 5.11 **SOCCCD: Designation of District Disbursing Officer**  
Approve the designation of the Executive Director, Fiscal Services/Comptroller as the District disbursing officer.
- 5.12 **SOCCCD: Division of State Architect (DSA) Resident Inspector, Inspection Services**  
Approve agreement with Todd's Inspection Testing Service and Associates through August 26, 2014 in the amount of \$175,000.
- 5.13 **SOCCCD: Agreement for Special Services: Atkinson, Andelson, Loya, Ruud & Romo**  
Approve the retainer agreement effective July 1, 2013 through June 30, 2014.
- 5.14 **SOCCCD: Trustees' Requests for Attending Conferences**  
Approve the trustees' requests for attending conferences.

- 5.15 **SOCCCD: Authorization of Payment to Trustee Absent from Board Meeting**  
Adopt resolution authorizing payment to Trustee Wright for being absent from July board meeting.
- 5.16 **SOCCCD: Gifts to the District and Foundations**  
Accept donations.
- 5.17 **SOCCCD: Purchase Order/Confirming Requisitions**  
Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P13-04488 through P13-04493 amounting to \$3,426.34 and P14-00520 through P14-01130 amounting to \$7,084,431.04. Approve confirming requisitions dated July 2, 2013 through August 6, 2013 totaling \$5,087,462.27.
- 5.18 **SOCCCD: Payment of Bills**  
Approve check no. 171205 through 172209 processed through the Orange County Department of Education, totaling \$13,228,332.22; and check no. 010691 through 010753, processed through Saddleback College Community Education, totaling \$151,105.83; and check no. 009142 through 009159, processed through Irvine Valley College Community Education, totaling \$199,664.98.
- 5.19 **SOCCCD: July/August 2013 Contracts**  
Ratify contracts as listed.

## **6.0 GENERAL ACTION ITEMS**

- 6.1 **SOCCCD: Adopted Budget for Fiscal Year 2013-2014**  
Approve the FY 2013-2014 Adopted Budget.
- 6.2 **Saddleback College and Irvine Valley College: FY 2013-2014 Adopted Student**  
Approve the FY 2013-2014 adopted student government budgets.
- 6.3 **Irvine Valley College: Life Sciences: Use of the County of Riverside Agreement for Furniture Purchases**  
Approve the use of the agreement for furniture purchases at an estimated cost of \$802,000.
- 6.4 **SOCCCD: Board Policy Revision: BP-3104: Fiscally Accountable**  
Accept for review and study.

- 6.5 **SOCCCD: Board Policy Revision: BP-3100-Budget Preparation, BP-3101.5-Fiscal Management, BP-5606-International Student Admissions, BP-109-Board Education**  
Accept for discussion/approval.
- 6.6 **SOCCCD: Contract with Neudesic LLC for Software Development**  
Approve agreement with Neudesic LLC for the term of August 27, 2013 to August 31, 2014 in an amount not to exceed \$1,848,200.
- 6.7 **SOCCCD: Cost of Living Allowance (COLA)**  
Approve the 1.57% increase in salary schedules for the Faculty Association, CSEA, POA, administrators and managers for FY 2013-2014.
- 6.8 **SOCCCD: Academic Personnel Actions – Regular Items**  
Approve New Personnel Appointments, Authorization to Eliminate and Create Academic Administrative Position, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Workload Banking, Resignation/Retirement/Conclusion of Employment.
- 6.9 **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 Eliminate and Create a Classified Position, Change of Status, Extend Assignment in Classified Categorical Funded Position, Reorganization, Out of Class Assignments, Additional Compensation, Resignation/Retirement/ Conclusion of Employment, Volunteers.
- 6.10 **SOCCCD: Adopt Resolution Authorizing Post-Retirement Employment and Exemption from Post-Retirement Earnings Limitations**  
Adopt Resolution No. 13-32 to approve the hiring of Dr. Donald Busche as Acting Dean of Advanced Technology and Applied Sciences.

## **7.0 REPORTS**

- 7.1 **Saddleback College and Irvine Valley College: Speakers**  
A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 7.2 **SOCCCD: Basic Aid Report**  
Report on projected receipts and approved projects.
- 7.3 **SOCCCD: Facilities Plan Status Report**  
Status of current construction projects.

- 7.4 **SOCCCD: Retiree (OPEB) Trust Fund**  
The report is for period ending July 31, 2013.
- 7.5 **SOCCCD: Quarterly Investment Report**  
This report is for the quarter ending on June 30, 2013.
- 7.6 **SOCCCD: Monthly Financial Status Report**  
This report displays the adopted budget, revised budget and transactions through June 30, 2013.
- 7.7 **SOCCCD: Quarterly Financial Status Report**  
This report is as of June 30, 2013.

## 8.0 **REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS**

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

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

## 9.0 **ADDITIONAL ITEMS**

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

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

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Minutes from:

July 22, 2013 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  
July 22, 2013**

**PRESENT**

Members of the Board of Trustees:

Nancy M. Padberg, President  
T.J. Prendergast, Vice President  
Marcia Milchiker, Clerk  
Bill Jay, Member  
Timothy Jemal, Member  
David B. Lang, Member  
David Robinson, Student Member

Administrative Officers:

Gary Poertner, Chancellor  
Robert Bramucci, Vice Chancellor, Technology and Learning Services  
David Bugay, Vice Chancellor, Human Resources  
Tod Burnett, President Saddleback College

**ABSENT**

James R. Wright, Member  
Glenn Roquemore, President Irvine Valley College  
Debra Fitzsimons, Vice Chancellor, Business Services  
Randy Peebles, Associate Vice Chancellor, Economic Development

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

**1.0 PROCEDURAL MATTERS**

**1.1 Call to Order**

1.2 Public Comments

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

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

- A. Public Employee Discipline/Dismissal/Release (GC Section 54957) (2 employees)
  - 1. Public Employee Discipline (1)
  - 2. Public Employee Employment (1)
    - a. Counselor (1)

**RECONVENE OPEN SESSION: 5:30 P.M.**

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

**2.0 PROCEDURAL MATTERS**

**2.1 Actions Taken in Closed Session**

On a 6 to 0 vote, with Trustee Wright absent, the board authorized 40% reassigned time for the district's faculty association president to serve as the conference chair for the CCA annual conference and to be reimbursed by CCA for substitute replacements.

**2.2 Invocation**

Led by Trustee David Lang

**2.3 Pledge of Allegiance**

Led by Trustee Tim Jemal

**2.4 Resolutions/Commendations**

A. Resolutions  
None

B. Commendations  
None

## 2.5 **Public Comments**

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

There was one public speaker request.

## 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. Board Request(s) for Reports

## 4.0 **DISCUSSION ITEMS**

### 4.1 **SOCCCD: Affordable Care Act**

Evaluating the impacts of Affordable Care Act. A report request made by Trustee Prendergast at the June 17, 2013, Board of Trustees meeting.

Executive Director of Fiscal Services, Kim McCord and First Vice President of Alliant Employee Benefits, Vicki West, provided an overview of the Affordable Care Act including an impact analysis, compliance considerations and timelines for SOCCCD.

### 4.2 **Saddleback College and Irvine Valley College: Student Success Scorecard for Community Colleges**

A presentation on performance indicators for Saddleback College and Irvine Valley College.

District Director of Research, Planning and Data Management, Denice Inciong, Director of Research, Planning and Accreditation at Saddleback College, Caroline Durdella and Director of Research, Planning and Accreditation at Irvine Valley College, Craig Hayward gave a presentation on the Student Success Scorecard which tracks student success at all 112 community colleges.

## **5.0 CONSENT CALENDAR ITEMS**

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

Trustee Padberg requested to pull item 5.9 from the consent calendar.

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

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

Approve minutes of a Regular Meeting held on June 17, 2013.

### **5.2 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 2014 and direct the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the Travel and Education for coordinating all travel agreements.

### **5.3 Saddleback College: Grant Acceptance, Enrollment Growth and Retention Program**

Accept the award renewal of \$278,000 from the Board of Governors California Community College Chancellor's Office for the Enrollment Growth and Retention Program.

### **5.4 Saddleback College: Cox (Sprint/Nextel) Lease Agreement, Amendment No. 3 Revised**

Approve the amendment to correct the name changes for both the District and the wireless communications facility owner.

### **5.5 Irvine Valley College: Life Sciences Building: Geotechnical Consultant Agreement, Amendment No. 4**

Approve amendment to the agreement with C.E.M. Lab Corp. increasing the contract amount by \$28,000. The total revised contract amount is \$328,402.

### **5.6 Irvine Valley College: Life Sciences Building: Change Order No. 13**

Approve change order resulting in an increase of \$2,283. The total revised contract amount is \$11,655,343.11.

### **5.7 Irvine Valley College: Grant Acceptance from the National Science Foundation**

Approve award of the National Science Foundation in the amount of \$190,008.

- 5.8 **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.
- 5.9 **SOCCCD: District-wide Network Refresh – CMAS Contracts**  
Approve the use of CMAS contracts for equipment and services in an amount not to exceed \$3,000,000.
- On a motion made by Trustee Lang and seconded by Trustee Jemal, this item was approved on a 6-0 vote.
- 5.10 **SOCCCD: Award of Bid: Janitorial Supplies**  
Approve the award of bid in the amount of \$218,956.55.
- 5.11 **SOCCCD: DSA Inspection Services Pool**  
Approve firms for a pool from which to draw DSA Inspection services.
- 5.12 **SOCCCD: Contract with Redisq Technologies for Software Development Services**  
Approve agreement with Redisq Technologies in an amount not to exceed \$110,880.
- 5.13 **SOCCCD: Contract with Nimble Consulting for Database Design Services**  
Approve agreement with Nimble Consulting in an amount not to exceed \$252,000.
- 5.14 **SOCCCD: Contract with Synergy Software Solutions for Software Development Services**  
Approve agreement with Synergy Software Solutions in an amount not to exceed \$207,480.
- 5.15 **SOCCCD: Degree Audit System**  
Approve the agreements with CollegeSource Inc. in the amount not to exceed \$187,901.00.
- 5.16 **SOCCCD: Adopt Resolution No. 13-26: Appropriations Limit for 2013-2014 (Gann Limit)**  
Approve appropriations limit for the FY 2013-2014.
- 5.17 **SOCCCD: Budget Amendment: Adopt Resolution No. 13-27 to Amend FY 2012-2013 Adopted Budget**  
Adopt resolution to amend the FY 2012-2013 Adopted Budget.
- 5.18 **SOCCCD: Authorization of District-wide Institutional Memberships FY**

**2013-2014**

Approve the memberships and estimated dues.

- 5.19 **SOCCCD: Adopt Resolution No. 13-28: Declaration an Emergency Situation as a Result of a Fire in the BGS Building and Approving the Award of Contract(s) for Emergency Repairs**  
Approve resolution and award of contracts for emergency repairs.
- 5.20 **SOCCCD: Gifts to the District and Foundations**  
Accept donations.
- 5.21 **SOCCCD: Purchase Order/Confirming Requisitions**  
Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P13-04357 through P13-04487 amounting to \$806,944.33 and P14-00103 through P14-00519 amounting to \$32,335,439.23. Approve confirming requisitions dated May 29, 2013 through July 1, 2013 totaling \$5,200,572.64.
- 5.22 **SOCCCD: Transfer of Budget Appropriations**  
Approve the transfer of budget appropriations.
- 5.23 **SOCCCD: Payment of Bills**  
Approve check no. 170040 through 171204 processed through the Orange County Department of Education, totaling \$12,297,517.73; and check no. 010654 through 010690, processed through Saddleback College Community Education, totaling \$499,837.34; and checks no. 009120 through 009141, processed through Irvine Valley College Community Education, totaling \$393,649.55.
- 5.24 **SOCCCD: June/July 2013 Contracts**  
Ratify contracts as listed.

**6.0 GENERAL ACTION ITEMS**

- 6.1 **SOCCCD: OCSBA Board of Directors Interest Form**  
Approve possible trustee nomination for transmittal to OCSBA.

On a motion made by Trustee Lang and seconded by Trustee Jemal, Trustee Wright, who was absent, was nominated for consideration to the OCSBA Board of Directors. An amendment was added to the motion that in the event Trustee Wright is not interested in being considered for nomination, Trustee Prendergast will submit his application for nomination.

- 6.2 **SOCCCD: Board Policy Revision: BP-164: Board Member Compensation, BP-5210: Enrollment Priorities, BP-152: Presentation of Initial Collective Bargaining Proposals, BP-4017: Child Abuse Reporting, BP-4220: Substitute Classified Employees Discussion/Approval**

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

- 6.3 **SOCCCD: Board Policy Revision: BP-3100-Budget Preparation, BP 3101.5-Fiscal Management, BP-5606-International Student Admissions, BP-109-Board Education Accept for Review and Study.**

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

- 6.4 **SOCCCD: Academic Personnel Actions – Regular Items**  
Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Authorization to Change Title for Full-Time Academic Counselor.

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

- 6.5 **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 Eliminate and Create Classified Positions, Change of Hours and/or Categorical Funding for Classified Positions, Authorization to Change Classified Positions, Change of Status, Out of Class Assignments, Additional Compensation, Resignation/Retirement/Conclusion of Employment, Volunteers.

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

## **7.0 REPORTS**

- 7.1 **SOCCCD: CCCT Student Trustee Member Election – 2013**  
CCCT Student Trustee Member Election information.

- 7.2 **SOCCCD: Basic Aid Report**  
Report on projected receipts and approved projects.

7.3 **SOCCCD: Facilities Plan Status Report**

Status of current construction projects.

7.4 **SOCCCD: Retiree (OPEB) Trust Fund**

The report is for period ending June 30, 2013.

**8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS**

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

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

**9.0 ADDITIONAL ITEMS**

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

The meeting was adjourned at 6:55 p.m. in memory of former District Services employee, Marlene Angell.

  
\_\_\_\_\_  
Gary L. Poertner, Secretary

**TO:** Board of Trustees

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

**RE:** Irvine Valley College: Associated Students of Irvine Valley College (ASIVC) 2013-2014 Out-of-State Travel

**ACTION:** Approval

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### **BACKGROUND**

Irvine Valley College is committed to providing high-quality education and a full range of educational, cultural and leadership opportunities for students.

As part of offering high-quality education to students, the Associated Students of Irvine Valley College (ASIVC) supports student programs to promote leadership and scholarship through student organizations such as the Administration of Justice, Honor Society (Phi Theta Kappa), Wind Symphony, and Model United Nations. Participation in national conferences and/or competitions provides invaluable learning experiences for students and brings recognition to Irvine Valley College. Travel to out-of-state conferences and/or competitions requires approval of the Board of Trustees.

### **STATUS**

The ASIVC seeks approval for participation in conferences and/or competitions during the 2013-2014 academic year. The costs for each conference and/or competition, as described in Exhibit A, include registration fees, travel, food, and lodging for students and their advisor(s). Funds for the out-of-state travel are included in the 2013-2014 ASIVC Budget. There is no impact on the general fund.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Associated Students of Irvine Valley College 2013-2014 Out-of-State Travel request for Irvine Valley College students and their advisor(s) for a total cost not to exceed \$99,857.00.

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

**EXHIBIT A****2013-2014  
OUT-OF-STATE STUDENT TRAVEL  
IRVINE VALLEY COLLEGE ALLOCATIONS**

<b>DATE</b>	<b>CONFERENCE</b>	<b>LOCATION</b>	<b>ALLOCATION</b>	<b>PARTICIPATION</b>
<b>October 24-27, 2013</b>	<b>National MUN Conference (NMUN)</b>	<b>Washington, DC</b>	<b>\$ 12,020.00**</b>	<b>1 Advisor and 12 Students Model United Nations</b>
<b>February 14-16, 2014</b>	<b>NMUN Conference</b>	<b>Portland, OR</b>	<b>\$ 8,820.00**</b>	<b>1 Advisor and 12 Students Model United Nations</b>
<b>March 11-16, 2014</b>	<b>2014 College Band Directors National Association (CBDNA)</b>	<b>Reno, NV</b>	<b>\$ 7,000.00**</b>	<b>1 Advisor and 10 Students Wind Symphony</b>
<b>March 9-14, 2014</b>	<b>National Criminal Justice Association Conference/ Competition</b>	<b>Kansas City, MO</b>	<b>\$ 19,918.00**</b>	<b>2 Advisors and 15 Students, Administration of Justice, XTE</b>
<b>March 19-22, 2014</b>	<b>American College Dance Festival</b>	<b>Chicago, IL</b>	<b>\$ 21,120.00**</b>	<b>2 Advisors and 20 Students Dance</b>
<b>March 30-April 3, 2014</b>	<b>NMUN Conference</b>	<b>New York, NY</b>	<b>\$ 15,095.00**</b>	<b>1 Advisor and 12 Students Model United Nations</b>
<b>April 18-21, 2014</b>	<b>International Convention</b>	<b>Orlando, FL</b>	<b>\$ 15,884.00**</b>	<b>2 Advisors and 12 Students Phi Theta Kappa</b>

**\*\* Co-Curricular programs supplement the ASIVC funds with fund raising activities.**

**◆ Differences in costs also can be affected by differing amounts in registration fees for events.**

**◆ Co-Curricular advisors may choose to take only one advisor in order to accommodate more students to competitions.**

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** Saddleback College and Irvine Valley College: Speakers  
**ACTION:** Approval

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**BACKGROUND**

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

**STATUS**

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at 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**

<i><b>Presentation Date</b></i>	<i><b>Faculty Member Course Title/Activity</b></i>	<i><b>Speaker Name</b></i>	<i><b>Topic</b></i>	<i><b>General Fund Honorarium/Travel</b></i>

**IRVINE VALLEY COLLEGE**

<i><b>Presentation Date</b></i>	<i><b>Faculty Member Course Title/Activity</b></i>	<i><b>Speaker Name</b></i>	<i><b>Topic</b></i>	<i><b>General Fund Honorarium/Travel</b></i>
09/6/13 7:00-9:00pm	Roopa Mathur, DAL Speaker	Scott McCloud	Comics and Visual Communication	\$3,000.00
11/20/13 7:00-9:00pm	Roopa Mathur, DAL Speaker	Michael Hingson	Disabilities Awareness Event: Thunder Dog	\$5,000.00

**TO:** Board of Trustees

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

**RE:** Saddleback College: Sciences Building Project: Architectural Agreement Amendment No. 3

**ACTION:** Approval

---

**BACKGROUND**

On February 28, 2011, the Board of Trustees approved an agreement with Dougherty & Dougherty Architects, LLP to provide architectural services for the Sciences Building project at Saddleback College for \$2,604,000. On April 30, 2012 and April 29, 2013, the Board approved amendments equaling a new contract amount of \$2,648,500.

**STATUS**

Additional architectural services are needed to perform engineering services for the integration of new HVAC equipment with existing central plant and are beyond the original agreement.

Staff recommends approval of additional architectural services for an amount of \$16,500, and a revised contract amount of \$2,665,000.

Funds are available in the project budget which is \$58,835,000.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Amendment No. 3, (EXHIBIT A), to Dougherty & Dougherty Architects, LLP, architectural services scope of work for an amount of \$16,500 with the revised contract amount of \$2,665,000 for the Sciences Building project at Saddleback College.

**AMENDMENT NO. 3  
TO ARCHITECTURAL SERVICES AGREEMENT  
SCIENCES BUILDING  
SADDLEBACK COLLEGE**

**August 26, 2013**

**THIS AMENDMENT** shall modify the original agreement dated March 1, 2011, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and **DOUGHERTY & DOUGHERTY ARCHITECTS, LLP**, 3194 Airport Loop Road, Costa Mesa California, 92626, hereinafter referred to as "CONSULTANT."

**WHEREAS**, Article 10.15, of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

**WHEREAS**, Article 8, establishes the compensation of the agreement at \$2,604,000.00; and

**WHEREAS**, the scope of services has been increased to include additional engineering services; and

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

1. Article 8, of the agreement shall be modified as follows: "The DISTRICT" shall compensate the "CONSULTANT" for services described in the original agreement and services required to include additional engineering services and as follows:

ORIGINAL AGREEMENT AMOUNT:	2,604,000.00
AMENDMENT NO. 1:	17,000.00
AMENDMENT NO. 2:	27,500.00
AMENDMENT NO. 3:	16,500.00
REVISED CONTRACT AMOUNT:	\$2,665,000.00

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

"DISTRICT"  
South Orange County Community College District

"CONSULTANT"  
Dougherty & Dougherty Architects, LLP

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

By: \_\_\_\_\_  
Consultant's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

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

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** ATEP: Agreement Amendment for Real Estate Services  
**ACTION:** Approval

---

### **BACKGROUND**

In August 2010, the Board of Trustees approved an agreement with CB Richard Ellis, Inc. for real estate brokerage services for the ATEP project under the ATEP Concept Plan 3A.

### **STATUS**

The current listing agreement with CB Richard Ellis, Inc. refers to the ATEP project as defined in the ATEP Concept Plan 3A. The original listing agreement's scope and terms needs to be updated with the implementation of several agreements made with the City of Tustin: the Land Exchange Agreement on August 9, 2013 and the Development Agreement and Amended and Restated Conveyance Agreement on or about May 22, 2013.

The amendment will delete previous property descriptions and replace it with the current property descriptions, and the terms of the Development Agreement and Amended and Restated Agreement will replace any previous reference to the Conveyance Agreement. The broker will have authority to pursue all perspective leasing tenants, with exclusions noted. The term of the listing agreement amendment stays the same as the original agreement, which is through January 31, 2014 with the option to renew for one (1) successive twelve (12) month period on the same conditions, unless either party notifies its intention not to renew prior to the commencement of such renewal period.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the amendment to the listing agreement (Exhibit A) with CB Richard Ellis, Inc. for real estate brokerage services for the ATEP project.

## AMENDMENT TO LISTING AGREEMENT

CBRE, Inc.  
Brokerage and Management  
Licensed Real Estate Broker

August 27, 2013

This Amendment to Listing Agreement (this "Amendment") is entered into by and between South Orange County Community College District ("Owner") and CBRE, INC. formerly CB Richard Ellis, Inc. ("Broker"). This Amendment constitutes an amendment to that certain EXCLUSIVE LEASING LISTING AGREEMENT dated October 8, 2010 between Owner and Broker (the "Original Listing Agreement"). All capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to such terms in the Original Listing Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Broker hereby agree to amend the Original Listing Agreement as follows:

1. The first paragraph of Section 1 of the Original Listing Agreement is hereby amended and restated in its entirety as follows:

"In consideration of the listing for lease of the real property hereinafter described (the "Property") by CB RICHARD ELLIS, INC., a Delaware corporation ("Broker"), and Broker's agreement to use its best efforts to effect a lease or leases of same, South Orange County Community College District ("Owner") hereby grants to Broker the exclusive right to negotiate a lease or leases of the Property for the period commencing October 8, 2010 and ending January 31, 2014 (the "Term"). This Listing Agreement shall automatically renew for one (1) twelve (12) month period (until January 31, 2015) on the same terms and conditions. Subject to the following paragraph, this Listing Agreement shall be automatically extended for such renewal period unless either party notifies the other of its intention not to renew prior to the commencement of such renewal period. The lease(s) shall be on terms acceptable to Owner."

2. The third paragraph of Section 1 of the Original Listing Agreement is hereby amended and restated in its entirety as follows:

"The "Property" is situated in the City of Tustin, County of Orange, State of California as depicted in Exhibit AA attached to the Amendment to this Listing Agreement dated August 27, 2013, and is a portion of the "SOCCCD Property on Effective Date" as defined in the Development Agreement (as defined below). On or about May 22, 2013, Owner and the City of Tustin ("City") entered into 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 Establishment of an Advanced Technology Educational Campus (the "Development Agreement"), a copy of which has been provided to Broker. As set forth in the Development Agreement, the Property consists of a portion (the "Fee Portion") which is owned by Owner in fee, and a portion (the "Leased Portion") which is subleased by Owner from City. The line that separates the Fee Portion from the Leased Portion is identified on Exhibit AA attached to the Amendment to this listing Agreement as the "LIFOC Boundary."

3. All references in the Original Listing Agreement to the Conveyance Agreement shall be deemed to refer to the Development Agreement as defined in this Amendment.
4. Exhibit A to the Original Listing Agreement is hereby deleted in its entirety and replaced by Exhibit AA attached to this Amendment.
5. Broker is authorized to pursue all prospective tenants for the Property for uses that are consistent with the Development Agreement and the 2013 SP Amendment (as defined in the Development Agreement), including but not limited to such tenants as HealthSouth and Republican Capital; provided however, that Broker shall not receive a Commission on any lease-leaseback transaction between Owner and a prospective tenant pursuant to which (a) the prospective tenant ground leases a portion of the Property for purposes of development of an

educational building for Owner and (b) the prospective tenant subleases such portion of the Property and/or such educational building back to Owner for Owner's use.

6. Section 9 of the Original Listing Agreement is hereby amended and restated in its entirety as follows:

"Broker acknowledges that it has been provided copies of certain documents concerning the Property, including the Development Agreement, the MCAS Tustin Specific Plan (including the 2013 SP Amendment), and certain documents concerning the environmental condition of the Property. Broker is authorized to disclose any such information to prospective tenants, upon the execution of an appropriate confidentiality and non-disclosure agreement."

7. Exhibit B to the Original Listing Agreement is hereby deleted in its entirety and replaced by Exhibit BB attached to this Amendment.

8. Except as amended as expressly set forth in this Amendment, the Original Listing Agreement shall remain in full force and effect.

9. This Amendment 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 Amendment as of the date first above written.

**BROKER:**

**OWNER:**

CBRE, Inc.  
Licensed Real Estate Broker

South Orange County Community College District

By: \_\_\_\_\_  
Rickey Warner  
Senior Vice President  
Lic. 00645389

By: \_\_\_\_\_  
Debra L. Fitzsimons  
Vice Chancellor of Business Services

Address: 1100 W. Town & Country Road  
Suite 1200  
Orange, CA 92868

Address: 28000 Marguerite Parkway  
Mission Viejo, CA 92692-3635

By: \_\_\_\_\_  
Kurt Strasmann  
Senior Managing Director  
Lic. 00902935

Telephone: 949-582-4664  
Fax: 949-347-2472

Phone: (714) 371-9200  
Fax: (714) 371-9333



**EXHIBIT BB**

**LISTING TEAM**

**Rickey Warner**  
**Dave Desper**  
**Charles Warner**

**TO:** Board of Trustees

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

**RE:** ATEP: Building 26 – Remediation and Demolition, Notice of Completion

**ACTION:** Approval

---

**BACKGROUND**

On April, 22, 2004, the Board of Trustees approved funding from basic aid for ATEP Demolition. On January 23, 2012, the Board of Trustees approved a construction contract for ATEP Building 26 – Remediation and Demolition for \$34,000 with U.S. Demolition, Inc. One deductive change order of \$5,680 resulted in a final contract balance of \$28,320.

**STATUS**

Staff recommends that a Notice of Completion (EXHIBIT A) be filed for the ATEP Building 26 – Remediation and Demolition project.

Funds are available in the approved basic aid project budget which is \$7,000,000.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees authorize the filing of the Notices of Completion attached as (EXHIBIT A) Building 26 – Remediation and Demolition at ATEP to U.S. Demolition, Inc. for a final contract amount of \$28,320. It is also recommended that the Board authorize the release of retention 35 days after filing.



**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Contract with eNamix for Quality Assurance Services  
**ACTION:** Approval

---

### **BACKGROUND**

To support new software projects for Fiscal Year 2013-2014, the District is in need of expertise in the area of quality assurance (QA). The QA process is responsible for the testing and verification of new software development. eNamix provides these services and is familiar with IT's development efforts, particularly the My Academic Plan (MAP) system.

### **STATUS**

District IT is proposing that eNamix assist by providing quality assurance services in support of the MAP Upgrade and Student Information System Enhancements projects.

The professional fees for these services will be based on time spent at a rate of \$80 per hour in an amount not to exceed \$161,280 (Exhibit A).

Funding for these software development services are provided by the basic aid allocation approved at the June 2013 board meeting.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the agreement with eNamix, Exhibit A, for an amount not to exceed \$161,280, for the term of September 1, 2013 to August 31, 2014.

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is made and entered into this 26th day of August, 2013 between: Requisition No. RQ14-01616  
**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 09/01/2013 to 08/31/2014 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:

**Quality assurance (QA) services in support of the MAP Upgrade and SIS Enhancements projects, including participation in design teams and working with the user community as needed to deliver projects on time and of high quality. QA services on other SIS projects as needed.**

2. The DISTRICT shall pay the CONTRACTOR \$80.00 per hour, not to exceed \$161,280. The DISTRICT will pay expenses in the amount of \$0.00. The total contract amount is \$161,280 (including expenses). Upon completion of the services provided for hereof and upon a signed invoice acceptable to the DISTRICT and approved by IT Directors Jim Gaston or Jim Phaneuf, payment will be made.
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: \_\_\_\_\_

By: \_\_\_\_\_ By: Dr. Debra L. Fitzsimons

Title: \_\_\_\_\_ Title: Vice Chancellor, Business Services

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

Contact Person: John Jeltema, 949-502-4210 College Contact Person: Jim Gaston, 949-582-4336

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Commissioning Services Pool  
**ACTION:** Approval

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### **BACKGROUND**

The District employs commissioning (Cx) firms at various times for capital improvement projects, to ensure the technical aspects of mechanical, electrical and plumbing systems are designed and installed correctly and to meet district program requirements. The District selects professional services on demonstrated competence and professional qualifications necessary for satisfactory performance.

### **STATUS**

On June 21 and 28, 2013, SOCCCD ran a newspaper advertisement for consideration of a Commissioning Services Pool, including a request for proposals for the A400 and TAS renovation projects. Additional marketing efforts included placing a copy of the "Requests for Qualifications and Proposals" (RFQ&P) on the District's website.

On July 12, 2013, twelve proposals were received and members of the District and both College Facilities departments joined as a selection committee to evaluate the submittals for the pool and the proposals. The top seven firms recommended for the Pool (EXHIBIT A) include the following:

- 3Qc, Inc., Newport Beach, Jim Ogden
- Enovity, Inc., Irvine, Greg Cunningham
- Facility Dynamics Engineering, Santa Ana, J. Jay Santos
- Kiewit Building Group, Inc., Santa Fe Springs, Tarna Kidder
- Heery International, Inc., Los Angeles, Colin Moar
- Test Marcx (TMCx), Santa Fe Springs, Amy Baker
- Salas O'Brien Engineers, Inc., Santa Ana, John Salas

When the District contemplates future commissioning services, the competitive process will continue with a "Requests for Proposal" requested for specific project scope.

There is no obligation to draw services from the pool and no prohibition to select 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 seven firms listed above (EXHIBIT A) for a pool from which to draw commissioning services for no greater than a five year period.

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

**BID NO. 306D**

**RFQ for Commissioning (Cx) Services Pool and  
RFP for Cx Services for A400 and TAS Building Renovation**

<b><u>COMPANY NAME</u></b>	<b><u>CITY</u></b>	<b><u>SUBMITTOR'S NAME</u></b>
<b>*3Qc Inc.</b>	<b>Newport Beach, CA</b>	<b>Jim Ogden</b>
<b>Arup North America Ltd.</b>	<b>Los Angeles, CA</b>	<b>Douglas Nordham</b>
<b>Cadmus Group, Inc.</b>	<b>Irvine, CA</b>	<b>J. Christopher Smith</b>
<b>Capital Engineering, Inc.</b>	<b>Culver City, CA</b>	<b>Lowell Shields</b>
<b>Engineering Economics Inc.</b>	<b>Culver City, CA</b>	<b>Blake N. Hickok</b>
<b>*Enovity, Inc.</b>	<b>Irvine, CA</b>	<b>Gregg Cunningham</b>
<b>*Facility Dynamics Engineering</b>	<b>Santa Ana, CA</b>	<b>J. Jay Santos</b>
<b>*Heery International, Inc.</b>	<b>Los Angeles, CA</b>	<b>Colin Moar</b>
<b>*Kiewit Building Group Inc.</b>	<b>Santa Fe Springs, CA</b>	<b>Tarna Kidder</b>
<b>McKinstry Essention, LLC.</b>	<b>Irvine, CA</b>	<b>Tom Brown</b>
<b>*Salas O'Brien Engineers, Inc.</b>	<b>Santa Ana, CA</b>	<b>John Salas</b>
<b>*Test Marcx (TMCx)</b>	<b>Santa Fe Springs, CA</b>	<b>Amy Baker</b>

\*Top seven firms recommended for the Pool

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Contract with OCLC  
**ACTION:** Approval

---

### **BACKGROUND**

The Saddleback College and Irvine Valley College libraries have identified the need to move to a new Integrated Library System (ILS).

### **STATUS**

The OCLC WorldShare Management Services product is a subscription based service provided through a Software as a Service (SaaS) model. All computer hardware and software will be managed remotely by the vendor. After the initial implementation, annual subscription costs will be less than the annual maintenance and support fees paid to the current vendor.

This project was prioritized by the District-wide Technology Committee (DTC) and approved by the Basic Aid Allocation Recommendation Committee (BAARC) for funding and implementation during FY 2013-2014.

Funding for this new system will be provided by the basic aid allocation approved at the June 2013 board meeting.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the contract (EXHIBIT A) with Online Computer Library Center, Inc. (OCLC) for the term of July 1, 2013 to June 30, 2014 at the amount of \$91,100.

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

## WORLDSHARE MANAGEMENT SERVICES TERMS AND CONDITIONS

Institution may order the OCLC WorldShare Management Services by completing the relevant portions of the OCLC WorldShare Management Services Proposal (the "Order Form") and agreeing to these WorldShare Management Services Terms and Conditions (this "Agreement") which includes these terms, the Service Level Agreement and Acceptable Use Policy. Use of the WorldShare Management Services is governed by this Agreement, as well as the Service Terms and Conditions for WorldCat® Local (attached hereto as Attachment 1) and Service terms for the FirstSearch Service (attached hereto as Attachment 2). Should the Terms and Conditions of this Agreement conflict with any of the terms and conditions within Attachment 1 or Attachment 2, the terms and conditions of this Agreement shall prevail. OCLC reserves the right to determine whether an institution is eligible to subscribe to the WorldShare Management Services and to refuse access to the Service to any institution for any reason in OCLC's sole discretion.

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### 1. Definitions.

**1.1** "Acceptable Use Policy" means the then-current acceptable use policy for the Service as determined by OCLC in its reasonable discretion. The current version is attached hereto as Exhibit B.

**1.2** "Acquisition Data" means all data related to print and licensed inventory management including, resource discovery, ordering and invoicing, receiving and item processing, budget management, license content management, Electronic Resource Management (ERM), vendor/provider management, and metadata management.

**1.3** "Authorized User" means those employees, administrators, agents or Patrons of Institution to whom Institution has granted access to the Service by providing Institution's ID's and passwords.

**1.4** "Circulation Data" means all data related to item check-in, check-out, holds, renewals, bills, and Patron self-service, including patron profiles, item types, item locations, patron management, and library/branch locations and profiles.

**1.5** "Confidential Information" means Institution Data (but specifically excludes Patron Data), the material terms of this Agreement and any information disclosed by a party to the other party under this Agreement that is designated as confidential or would normally be considered confidential under the circumstances.

**1.6** "Effective Date" is the date upon which OCLC makes the Service available to Institution as indicated on the Order Form.

**1.7** "Emergency Security Issue" means either: (a) Institution's use of the Service in violation of this Agreement or the Acceptable Use Policy, which could disrupt: (i) the Service, (ii) other institutions' use of the Service, or (iii) OCLC Systems used to provide the Service; or (b) unauthorized third party access to the Service.

**1.8** "Group" means the consortium of Group Members identified on the Order Form ordering the Service by executing the Order Form and submitting it to OCLC.

**1.9** "Group Administrator" means the lead institution in the Group as indicated on the Order Form. If receiving OCLC Group Services hereunder, the Group Administrator shall be included within the term "Group Member" for purposes of this Agreement.

**1.10** "Group Member" means any Institution for which the Group Administrator has complied with Section 10 below for purposes of binding such Institution to this Agreement.

**1.11** "Information Security" means the reasonable techniques and procedures deployed for the protection of information systems against unauthorized access to or modification of information, whether in storage, processing or transit, and against the denial of service to authorized users or the provision of service to unauthorized users, including those measures necessary to detect, document, and counter such threats.

**1.12** "Institution Data" means Acquisition Data, Circulation Data, Patron Data and all other information of Institution or any third party that is provided or permitted by Institution to reside on OCLC's Systems or that is provided, generated, transmitted or displayed via the Service by Institution or Patrons.

**1.13** "Institution Applications" means Institution or third party created applications that utilize Tools and may interact directly with the Service.

**1.14** "OCLC Systems" means the OCLC facilities (including third party service providers), servers, equipment, operating software and network used in providing the Service.

**1.15** "Order Form" means the order form that Institution completes in order to sign up for the Service, and that contains: (i) the Service being ordered; (ii) fees; (iii) number of, and Initial Term for, the Service; and (iv) Group Members, if any.

**1.16** "Patron" means a library patron of Institution.

**1.17** "Patron Data" means all data related to a Patron, including a Patron's Personally Identifiable Information, item check-out, holds, profiles, and library account information. Patron Data shall not be included in the definition of Confidential Information for the purposes of this Agreement.

**1.18** "Personally Identifiable Information" ("PII") means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted: (i) Social security number, (ii) Driver's license number or State Identification Card number, (iii) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. PII does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

**1.19** "Privacy Policy" means the then-current Privacy Policy of OCLC applicable to Institution, as modified from time to time at OCLC's reasonable discretion. The current version of the Privacy Policy is available at <http://www.oclc.org/us/en/policies/privacy/default.htm>.

**1.20** "Security Breach" means an unauthorized access, use or disclosure of Personally Identifiable Information (PII) that compromises the security, confidentiality or integrity of such information, such that the use or disclosure poses a significant risk of financial, reputational, or other harm to the affected individual. The following shall not be considered a Security Breach: (i) the unintentional but unauthorized acquisition, access, or use of PII by an OCLC employee, contactor or agent acting under the authority of OCLC; or (ii) a good faith belief by OCLC that the unauthorized individual to whom the impermissible disclosure was made, would not have been able to use the PII.

**1.21** "Service" means the OCLC WorldShare Management Services provided by OCLC and used by Institution under this Agreement, including any Tools made available by OCLC. The Service, which may be modified from time to time in OCLC's reasonable discretion, is as described at <http://www.oclc.org/webscale/>.

**1.22** "SLA" means the Service Level Agreement attached hereto as Exhibit A.

**1.23** "Third Party Request" means a facially valid and lawful request from a third party for records relating to Institution Data or an Institution's use of the Service. Third Party Requests include a facially valid and lawful search warrant, court order, subpoena, other valid legal order, voluntary request for information from law enforcement officials, or written request from an authorized representative of the Institution granting consent to the disclosure.

**1.24** "Tools" means the tools, widgets, API's, interfaces and data streams that OCLC makes available to the Institution and that may be incorporated into Institution Applications.

**1.25** "WorldCat" means the OCLC online union catalog, an electronic database of bibliographic records and other information maintained by OCLC.

**1.26** "WorldCat Record" means a bibliographic record and/or other information from WorldCat, WorldCat.org and/or other OCLC applications, but specifically excluding Patron Data.

## **2. Service.**

**2.1 General.** OCLC will provide Institution the Service substantially in accordance with applicable Service documentation and OCLC's then-current published product descriptions for the Service. As part of the Service, OCLC will (a) configure, install, house, maintain, monitor and operate the OCLC Systems; (b) provide access to the Service; and (c) secure and maintain connectivity with third-party telecommunication providers, all as necessary to provide the Service and host Institution Data via the Internet. Institution is responsible for securing and maintaining its own Internet connectivity to access OCLC's Systems and the Service.

**2.2 Institution Applications.** OCLC may make available to Institution Tools that Institution may utilize to create Institution Applications.

**2.3 Passwords.** Institution shall inform all Authorized Users of the applicable restrictions governing their use of the Service (including their obligation to safeguard the confidentiality of Institution's ID's and passwords, and the prohibition against sharing their ID or password with any third party). Institution shall exercise all commercially reasonable efforts to prevent unauthorized use of the Service and shall be solely responsible for any and all use, including unauthorized use, of the Service initiated by ID's and passwords used by the Institution until Institution has notified OCLC of any such unauthorized use or theft of ID's or passwords. Institution shall immediately terminate any unauthorized use if practicable. Institution shall notify OCLC via e-mail at [webscale-legal@oclc.org](mailto:webscale-legal@oclc.org), of the loss, theft or disclosure of any passwords or ID's and of any unauthorized use of the Service immediately upon identifying such loss, theft, disclosure, or unauthorized use or having reasonable grounds to suspect that such loss, theft, disclosure or unauthorized use is about to occur. Promptly following email notification, Institution shall send

written notice to OCLC to the address and contact listed in Section 9.6. below. In the event that OCLC becomes aware of unauthorized use of ID's and/or passwords or access to the Service, OCLC will notify Institution's representative and may deactivate existing IDs and passwords, until the Institution remediates the unauthorized use (i.e. creates a new password). Institution will be responsible for ensuring separation of incompatible duties to prevent fraud or other system misuse.

a. **Administrator Passwords.** OCLC will initially provide Institution with administrative ID's and passwords to access and use the Service; Institution is responsible for assigning Administrator privileges and creating, maintaining, and terminating additional Administrator accounts. Institution shall be responsible for safeguarding the confidentiality of all administrative ID's and passwords. Administrator ID's and passwords may not be shared among several users.

b. **Patron ("End User") Passwords.** Institution is solely responsible for creating, managing and terminating Patron accounts and authorizing Patron access to application services. Each Patron who is a user of the Service must have an individual ID and password. Patron ID's and passwords may not be shared among several users.

**2.4 Service Level.** OCLC will use commercially reasonable efforts to provide the Service and operate OCLC's Systems in accordance with the SLA. OCLC's obligations under the SLA are subject to materials and services provided by equipment, telecommunications and/or other suppliers and to delays by or actions of Institution or third parties. Institution acknowledges that OCLC's Systems may be subject to temporary shutdowns due to causes beyond OCLC's reasonable control, and such temporary shutdowns will not be deemed to be a breach of any obligations under this Agreement or the SLA. INSTITUTION FURTHER ACKNOWLEDGES AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OF OCLC TO PROVIDE THE SERVICES IN ACCORDANCE WITH THE SLA IS TO TERMINATE THIS AGREEMENT PURSUANT TO SECTION 6.2.

**2.5 Modifications to the Service.** OCLC reserves the right to change or modify the Service and/or Service functionality and features, the SLA, the terms and conditions of this Agreement, or any policy or guideline applicable to the Service, from time to time in its reasonable discretion. OCLC shall notify Institution of material modifications, refinements and changes to the Agreement, the Service, the SLA, or any governing policy or guideline and the discontinuance of the Service by e-mail, as well as online screen display, publication of revised Service descriptions, or such other means that OCLC determines is reasonably appropriate to communicate the change. Any new Service functionality made available by OCLC shall be subject to this Agreement and such additional terms and conditions as OCLC may require. If Institution does not agree to any change or modification to this Agreement, the SLA, or any governing policy or guideline, Institution's sole remedy is to immediately terminate this Agreement pursuant to Section 6.2. Institution's continued use of the Service following notice of any changes or modifications to this Agreement, the SLA, or any policy or guideline will constitute Institution's acceptance of such changes or modifications. Portions of the Service may be a pre-release version and may not work correctly or in the way a final version is intended to work. Pre-release portions of the Service may experience interruptions or extended downtimes. OCLC may significantly change the final version or decide not to release a final version at all.

**2.6 Intellectual Property Rights.** OCLC and/or its licensors or suppliers are the exclusive owners of and retain all right, title and interest (including, without limitation to, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights) to the Service, WorldCat, all materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by OCLC and/ or its licensors or suppliers pursuant to this Agreement, and any know-how, methodologies, equipment, or processes used by OCLC to provide the Service to Institution (including, without limitation, the OCLC Systems).

**2.7 WorldCat Records.** If Institution creates WorldCat Records or provides OCLC (including through the Service) with metadata related to books or other materials, Institution hereby grants to OCLC, OCLC participants, non participant users and OCLC designees a nonexclusive, royalty free, sublicenseable, transferable, world wide right and license to copy, display, publish, enhance, prepare derivative works from, distribute and use such metadata for purposes of making the metadata (including individual informational elements contained therein and derivative works thereof) available (directly or through distributors or other third-parties) to OCLC participants, users and designees, library patrons and parties in search of information through WorldCat, related OCLC products and services, the Internet and selected third-party services. This license applies to metadata in any form or format now in existence or hereafter created.

**2.8 Confidentiality.** Each party agrees to treat as confidential all Confidential Information and to use the same degree of care as it uses in maintaining its own confidential and trade secret information of similar kind and nature, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information. Each party agrees that it will not use Confidential Information of the other for any purpose other than assistance to the other under and for its own internal purposes in the performance of this Agreement. The foregoing confidentiality obligations shall not apply to Confidential Information to the extent it (a) is in or enters the public domain other than as a result of a breach of this Section 2.8 by the receiving party, (b) is demonstrated to have been already known by the receiving party prior to disclosure, (c)

is lawfully obtained by the receiving party from a third party without any violation of a duty to the disclosing party; (d) is independently developed by the receiving party without the assistance of the Confidential Information of the disclosing party; or (e) is required to be disclosed by law, valid court order or legal process. The parties' obligations under this Section 2.8 shall continue for a period of five (5) years following termination of this Agreement.

### **3. Institution Data: Acceptable Use.**

**3.1 Ownership of Institution Data.** Institution, and/or its suppliers and affiliates, retains all right, title and interest (including, without limitation, all proprietary rights) to Institution Data and Institution Applications except for rights granted to OCLC and its affiliates under this Agreement. Except as otherwise provided herein, upon termination or cancellation of this Agreement for any reason, OCLC shall return all Institution Data to Institution, or destroy, at Institution's option.

**3.2 License Rights to OCLC.** Institution hereby grants OCLC a worldwide, non-exclusive, royalty-free, non-sublicensable license to host, reproduce, transmit, cache, store, display, publish, distribute, perform, edit, adapt, modify, create derivative works from, and otherwise use Institution Data (a) as reasonably necessary to provide the Service for Institution; (b) to analyze and use Institution Data to evaluate the Service; (c) to disclose and distribute Institution Data in aggregated form from which all Institution specific and personally identifiable information has been removed for the purposes of analyzing Service performance, preparing statistics and metrics, creating marketing materials and other services; (d) making Institution Data available to Institution and to those members of the public to whom Institution has granted access or to the general public (for content posted on public areas of the service); and (e) conforming to connecting networks' technical requirements.

**3.3 Sharing of Institution Data.** The Service includes shared areas available to others you have selected and personal areas where you have not granted access to others. If you share Institution Data with others on the Service, Institution understands and agrees that others with whom Institution has shared Institution Data may use Institution Data. Institution grants to those to whom Institution has permitted access free, nonexclusive permission to use, copy, distribute and display Institution Data solely in connection with the Service.

**3.4 Institution's Sole Responsibility.** Institution is solely responsible for all Institution Data, including creating, posting, updating, reviewing, managing, maintaining, deleting, editing and otherwise controlling the editorial content thereof (including all content provided by third parties). OCLC will not be responsible for reviewing Institution Data at any time.

**3.5 Acceptable Use Policy.** Institution will at all times adhere to all applicable laws, rules, regulations and other requirements of any governmental authority having jurisdiction over Institution's use of the Service and to OCLC's then-current OCLC Acceptable Use Policy, a current version of which is attached as Exhibit B. OCLC may, but is not obligated to, inspect Institution Data or investigate any alleged violation of this Agreement, OCLC's policies or any third-party complaints. In the event that OCLC determines in its sole and reasonable discretion that any Institution Data or conduct or actions of Institution (including its employees and users) are objectionable, unlawful, potentially infringing or otherwise violate this Agreement, the Acceptable Use Policy or any other applicable policy, OCLC may take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, Institutions and/or third parties. Such corrective action includes, but is not limited to: (a) issuing a warning; (b) immediately suspending or terminating Institution's access to the Service; (c) restricting or prohibiting access to any Institution Data that is objectionable or otherwise violates this Agreement or applicable policy; and/or (d) disabling or removing Institution Data or the content of any third party from OCLC's Systems. Institution will not be entitled to a refund of any fees paid or reimbursed on account of any such action by OCLC.

**3.6 Privacy.** In using the Service, Institution may collect Patron Data. At all times, Institution shall protect the privacy rights of Patrons and the Patron Data under all applicable laws and regulations. Institution shall obtain and maintain all necessary consents from all Patrons for Institution's and Authorized Users' access to, monitoring, use, disclosure and transfer of Patron Data. Institution is responsible for obtaining any necessary authorizations from Patrons to enable OCLC to provide the Service. In addition, Institution shall post a privacy policy on Institution's web site that, at a minimum, discloses any and all uses of personal information that Institution collects from Patrons, including specifically that Patron Data may be disclosed to OCLC and stored by OCLC.

**3.7 Prohibitions.** Institution expressly warrants that it will not enter, submit, transfer or store in the Service any of the following types of information: Social Security Numbers, financial account numbers, credit card or debit card numbers. OCLC will have no liability, and Institution expressly releases OCLC from any liability, associated with the loss, theft, transfer or misuse of such information.

**3.8 Warranties.** OCLC represents, warrants and covenants to Institution that it possesses all rights necessary to provide the Service as described in this Agreement and any other terms and conditions applicable to the Service. Institution represents, warrants and covenants to OCLC that (a) Institution Data and Institution contributed WorldCat Records and their use will not violate, misappropriate or infringe any proprietary rights or any other personal or privacy right arising under the laws of

any jurisdiction of any person or entity; (b) Institution has secured all necessary rights and permissions necessary to grant the rights therein granted by this Agreement and to collect and use Patron Data as described in Section 3.6; (c) Institution will not transmit or allow the transmission of any harmful data or components, including, but not limited to, viruses, worms, trap doors, hidden sequences, Trojan horses, hot keys, time bombs or other malicious code, files, scripts, agents or programs into or through the Service; (d) at all times during the Term of this Agreement, Institution will comply with all applicable laws, rules and regulations (including, but not limited to, export control, decency, privacy and intellectual property laws); (e) it has the rights necessary to enter into this Agreement and to grant the rights granted herein; (f) OCLC's and its subsidiaries' and affiliates' exercise of the rights granted hereunder will not infringe upon or otherwise violate the rights of any third party; and (g) its execution of this Agreement does not violate any previous agreement, oral or written, to which Institutions is a party.

#### **4. Data Security and Disclosure**

**4.1 Data Security.** OCLC has implemented and shall maintain at least industry acceptable standard systems and procedures to ensure the security, confidentiality and integrity of Patron Data and to reasonably protect against anticipated threats or hazards to the security or integrity of Patron Data, and against unauthorized access to, use or disclosure of Patron Data.

**4.2 Data Transfer.** As part of providing the Service, OCLC may store and process Institution Data in the United States or any other country in which OCLC or its affiliates, subsidiaries or agents maintain facilities. By using the Service, Institution consents to this transfer, processing and storage of Institution Data to or by OCLC, and its service providers, affiliates subsidiaries or agents, over state and international borders as necessary to provide the Service in accordance with OCLC's standard business practices.

**4.3 Nondisclosure of Patron Data.** OCLC shall hold all Patron Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use Patron Data for any purpose other than to provide the Service or as may be authorized in writing by Institution. OCLC shall not disclose Patron Data to any other party except: (a) to OCLC employees, agents, subcontractors and service providers, to whom Patron Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) protect the rights or property of OCLC or OCLC customers, including the enforcement of OCLC agreements or policies governing Institution's use of the Service; or (d) as authorized by Institution in writing. OCLC shall undertake efforts reasonably calculated to ensure that OCLC employees, agents, and subcontractors with access to Patron Data are aware of OCLC's obligations under this Agreement and are placed under an obligation of confidentiality with respect thereto.

**4.4 Cooperation with Law Enforcement.** To the extent permitted by law, OCLC reserves the right to involve and cooperate with law enforcement or the appropriate legal authorities in investigations of claims of illegal or unauthorized activity involving the Service or any users thereof, violations of applicable laws, to protect OCLC Systems and OCLC's customers and to respond to any violations of this Agreement. Institution agrees that OCLC is authorized to monitor communications into, and out of, OCLC Systems to prevent the introduction of viruses or other hostile code, to prevent intrusions, and to otherwise enforce the terms of this Agreement. Institution further agrees that OCLC may, in its sole discretion, disclose any and all Institution Data including, without limitation, assigned IP numbers, Service history, and Service use to any law enforcement agent for the purposes specified herein or where OCLC receives a facially valid and lawful search warrant, court order, subpoena or other valid legal order from law enforcement officials, without further consent or notification to Institution or Patrons. Institution agrees to reimburse OCLC for all reasonable and verifiable costs associated with OCLC's compliance with all lawful governmental requests relating to Institution or Institution Data, including, but not limited to, warrants, subpoenas and judicial orders. Notwithstanding the foregoing and to the extent permitted by law and law enforcement, OCLC will make reasonable efforts to notify Institution when a disclosure of Institution's Data has or is to be made.

**4.5 Third Party Requests.** If OCLC receives a Third Party Request, OCLC will, unless it is prohibited by law or by the terms of the Third Party Request: (a) promptly notify Institution of its receipt of a Third Party Request in a manner permitted by law; and (b) comply with Institution's reasonable requests regarding its efforts to oppose a Third Party Request.

**4.6 Security Breach.** OCLC will notify Institution of a Security Breach within seven (7) days of OCLC's verification of a Security Breach. The notification shall include, to the extent possible (a) the identification of each Patron whose data has been, or is reasonably believed to have been accessed, acquired, used, or disclosed; (b) the nature of the Security Breach; (c) the date of, and the date of discovery of, the Security Breach; (d) a brief description of the types of data that were involved; (e) any steps that Patrons should take to protect themselves from potential harm resulting from the Security Breach; and (f) a brief description of OCLC's efforts to investigate the Security Breach, mitigate harm to Patrons, and protect against further Security Breaches. In addition, OCLC shall immediately conduct a reasonable investigation of the reasons for and circumstances surrounding such Security Breach; use best efforts and take all necessary actions to prevent, contain, and

mitigate the impact of, such Security Breach; collect and preserve all evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to such Security Breach, which shall meet reasonable expectations of forensic admissibility. Any information OCLC provides to Institution regarding a Security Breach shall be treated as Confidential Information and subject to the requirements of Section 2.8.

**4.7 Breach Notification.** Institution agrees that it shall be Institution's sole responsibility to determine whether a Security Breach is subject to state, federal or national breach notification laws and requires breach notification ("Breach Notification"). In the event that Institution determines that a Security Breach requires Breach Notification, OCLC agrees that it will reasonably cooperate with Institution in regards to Institution's Breach Notification obligations as specified in state, federal or national breach notification laws, including Institution's investigation, enforcement, monitoring, document preparation, Breach Notification requirements and reporting. Institution shall be solely responsible for notifying all individuals subject to Breach Notification, however OCLC reserves the right to first review all notifications before they are sent.

**4.8 Audit.** OCLC will comply with all reasonable requests and inquiries by Institution to enable Institution to verify that OCLC is in full compliance with its obligations under this Agreement and to allow Institution to meet its obligations under applicable laws. OCLC will conduct a security assessment, network scan, forensic investigation and/or audit of OCLC's data security (as described in Section 4.1) on an annual basis and disclose the results as requested in writing by the Institution. If the Audit reveals that OCLC's data security failed to meet the terms of this Agreement, and any such failure is not promptly remediated, Institution may immediately terminate this Agreement.

**5. Fees and Payment Terms.**

**5.1 General.** Within thirty (30) days after the date of invoice, Institution shall pay to OCLC the applicable annual subscription fee, implementation fee (if any) and any other associated fees (if any) for the Service. Fees are exclusive of taxes and Institution shall pay any such taxes invoiced from which Institution is not exempt other than taxes on OCLC's net income. Accounts not paid within thirty (30) days after the date of invoice shall be deemed delinquent and are subject thereafter to interest charges of twelve percent (12%) per annum on the unpaid balance. OCLC reserves the right to suspend Institution's access to the Service and terminate this Agreement to an account in delinquent status sixty (60) days or more. Any termination by OCLC for Institution's failure to pay will not relieve Institution from paying past due fees plus interest. In the event of collection enforcement, Institution will be liable for any costs associated with such collection, including, but not limited to, reasonable attorneys' fees, court costs and collection agency fees. Payments shall be made in United States dollars unless otherwise required by OCLC for non-U.S. Institutions as indicated in invoices, price lists, or other written notices.

**5.2 Non-refundable.** All fees are non-refundable, except as otherwise provided herein.

**5.3 Implementation Fee.** The implementation fee for the Service is a one-time fee, fifty percent (50%) of which will be invoiced upon execution of this Agreement, provided that Institution continues to renew its subscription to the Service annually without interruption. If Institution fails to renew its subscription to the Service and re-subscribes at a later date, Institution will be obligated to pay a new implementation fee in connection with the new subscription.

**5.4 Price Changes.** Following the expiration of the Price Guarantee contained in Section 5.5 below (and as detailed further in the Proposal), OCLC reserves the right to change any fees, provided that OCLC will provide Institution written notice of the change at least ninety (90) days in advance of the first period for which the change is to become effective. If Institution does not agree to pay the new fees, Institution may terminate this Agreement by providing written notice to OCLC prior to the effective date of the change.

**5.5 Price Guarantee.**

Solution	Year 1**
OCLC WorldShare Management Annual Subscription Service *	\$52,838
Community College League of California Multiple Library Discount****	(\$5,556)
OCLC WorldShare Management Implementation Service (One Time Cost) ***	\$46,818
Total	\$91,100

\*OCLC WorldShare Management Service includes the following services:

- o Unlimited cataloging through OCLC Cataloging service
- o Unlimited interlibrary loans through OCLC WorldCat Resource Sharing
- o OCLC Access
- o OCLC WorldCat on FirstSearch and web exposure of the library's holdings
- o OCLC Unlimited Print and Electronic Acquisitions with serials control

- o OCLC Unlimited Circulation and Delivery
- o OCLC WorldCat Local next generation discovery interface, including the new WorldCat Local mobile interface
- o OCLC License Manager (Optional add-on service with the purchase of WorldShare Management Services)

\*\*Pricing is valid through July 31, 2013. OCLC's fiscal year is July 1st through June 30th. Year 1 represents the year in which your library goes live on WMS (the "Go Live Date") (meaning implementation is complete and the 30-day test period following implementation has passed with no significant issues). The price for year 1 is the annual amount and will be prorated based on the number of months left in the fiscal year upon the Go Live Date. Implementation will be billed 50% upon receipt of WMS order and the remaining 50% when implementation is complete. A final go-live date will be determined in conjunction with your implementation team and will be based on availability at the time the contract is signed. Price increases may apply to future subscription renewals.

\*\*\*The WMS implementation price is based on your library implementing as part of a cohort, which normally consists of 7 to 8 libraries. This price includes implementation, configuration, and training, as well as data migration services. Please see and initial Attachment A, which contains additional details regarding the assessment of your data migration. Should changes occur to your data migration information or should additional requirements be requested during the implementation process, OCLC reserves the right to reassess the implementation pricing and additional charges may occur.

\*\*\*\*Saddleback College and Irvine Valley College have the option of participating in a WorldShare Management Services Multiple Library Discount Program if the WorldShare Management Services proposal and terms and conditions are signed. The Multiple Library Discount Level for the 2013-2014 year (July 1-June 30) is 15%. The discount will apply to the portion of your WorldShare Management Services subscription that is new; that is, the discount does not apply to existing subscription amounts or implementation. As libraries continue to join the Community College League of California, the Multiple Library Discount will be adjusted for the following year based on the number of participating libraries as of June 30, 2014. The following discount schedule will apply for FY14:

Multiple Library Discount Levels	Discount	Your Library's New Amount	Total Discount
6-10 Contracts Signed	10% Discount	\$37,040	(\$3,704)
11-20 Contracts Signed	15% Discount	\$37,040	(\$5,556)
21-40 Contracts Signed	20% Discount	\$37,040	(\$7,408)
41-60 Contracts Signed	25% Discount	\$37,040	(\$9,260)
61-80 Contracts Signed	30% Discount	\$37,040	(\$11,112)
More than 80 Contracts Signed	35% Discount	\$37,040	(\$12,964)

## 6. Term of Service.

**6.1 Term.** This Agreement shall be for an initial term of one (1) year and shall begin on the Effective Date. Thereafter, this Agreement shall automatically renew on an annual basis unless terminated by one of the parties in accordance with this Section 6.

**6.2 Termination.** This Agreement may be terminated in one of the following ways:

- (a) By Institution for any reason and without cause by providing OCLC ninety (90) days prior written notice;
- (b) By OCLC for any reason and without cause by providing Institution one hundred eighty (180) days prior written notice;
- (c) By OCLC in the event Institution does not pay the fees due hereunder within ninety (90) days of the due date;
- (d) By OCLC if Institution becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for all or a substantial part of its property, or is subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise;
- (e) By the non-breaching party, if a party commits a material breach of or fails to perform any obligations under this Agreement and has not cured such breach or failure within ninety (90) days of receiving written notice from the non-breaching party specifying such breach or failure. OCLC reserves the right however to immediately suspend Institution's access to the Service in the event of Institution's material breach to protect OCLC Systems; or
- (f) As otherwise provided in this Agreement, the SLA or the Acceptable Use Policy.

**6.3 Refund.** Upon any termination of this Agreement, Institution will not be entitled to a refund of any fees paid or reimbursed under this Agreement unless (a) OCLC terminates this Agreement pursuant to 6.2(b); or (b) Institution terminates this Agreement pursuant to Section 6.2(a) or 6.2(e) in which event, OCLC will promptly refund that portion of any fees pre-paid by Institution for the period after the effective date of termination.

**6.4 Effect of Termination.** Should this Agreement be terminated for any reason, OCLC will not be liable to Institution because of such termination for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with Institution's business, or for any other reason whatsoever due to such termination. Institution is solely responsible for procuring any new or replacement service upon termination. Any termination of this Agreement will not relieve Institution of any obligations to pay any fees and costs accrued prior to the termination date and any other amounts owed by Institution to OCLC as provided in this Agreement. Upon termination of this Agreement, the following sections will survive and remain in effect in accordance with their terms: Section(s) 2.7, 2.8, 3.1, 3.2, 4.1, 4.3 & 7.

**6.5 Access to Service.** Upon termination of this Agreement, Institution's rights to access and use the Service shall terminate and Institution shall cease accessing and using the Service and OCLC shall deactivate all Institution ID's and passwords. Institution shall remove all Tools from any Institution Applications that have incorporated Tools.

**6.6 Emergency Security Issues.** In the event that there is an Emergency Security Issue, OCLC reserves the right to automatically suspend the offending use. Suspension will be to the minimum extent required, and of the minimum duration, to prevent or terminate the Emergency Security Issue. If OCLC suspends Service access for any reason without prior notice to Institution, at Institution's request, OCLC will provide Institution the reason for the suspension as soon as is reasonably possible. These service suspensions are excluded from service availability calculations.

**6.7 Data Disposal.** OCLC will provide Institution access to, and the ability to export, Institution Data for ninety (90) days after the effective date of termination, after which, OCLC shall have no obligation to maintain or provide any Institution Data and shall thereafter, unless legally prohibited, retain the right to delete all Institution Data from the Service and OCLC Systems, or otherwise in its possession or under its control. Upon termination and upon request, OCLC will promptly return or destroy all applicable Institution Data, except however, OCLC may retain Institution Data in back-up files provided that the confidentiality and security obligations contained herein shall apply.

## **7. Indemnification.**

**7.1 Indemnification by Institution.** Except to the extent arising from the intentional or negligent acts of OCLC or its officers, employees, subcontractors and agents, Institution shall, to the extent permitted by law, defend and hold harmless, OCLC, and its subsidiaries, affiliates, officers, agents and employees, against any and all claims, suits, actions, proceedings or demands and all related damages, losses, liabilities, penalties, cost and expenses (including, but not limited to, reasonable attorneys' fees) made by a third party (including, without limitation, any user of the Service) arising out of, relating to or alleging that (a) the Institution Data, Institution contributed WorldCat Records or the use of the Services by Institution (or its officers, employees, subcontractors, and agents) in violation of this Agreement infringes or misappropriates the intellectual property rights or privacy rights of a third party, or violates any laws, regulations, or standards; or (b) Institution Data, Institution contributed WorldCat Records, or the use of the Services have caused any delay, loss, or damages to the OCLC computer systems and to the data of the OCLC users that are hosted on the Service; or arising out of or relating to (i) Institution Data; (ii) Institution's use of the Service; (iii) Institution's connection to the Service; and (iv) Institution's violation of this Agreement.

**7.2 Indemnification by OCLC.** Except to the extent arising from the intentional or negligent acts of the Institution or its officers, employees, subcontractors and agents, OCLC shall, to the extent permitted by law, defend and hold harmless Institution, against any and all claims, injuries, damages, costs, penalties, actions, losses or suits, including reasonable attorneys' fees, of a third party alleging (a) that Institution's use of the Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party; or (b) arising out of or based on a Security Breach. If a Security Breach occurs and is found to be the result of OCLC's breach of its duty to employ the Information Security and results in a Breach Notification obligation, subject to the limit stated in Section 8.3, OCLC will be liable for reasonable associated costs incurred by Institution in responding to or recovering from said Security Breach.

**7.3 Requirement to Notify.** The indemnification obligations herein require the indemnified party (a) to promptly deliver to the indemnifying party written notice of any such suit, action, claim or proceeding, together with all notices and other papers related thereto received by the indemnified party; and (b) provide the indemnifying party all information and assistance reasonably requested, together with exclusive authority to investigate, settle and defend such claim, provided that the claim may not be settled unless the settlement unconditionally releases the indemnified party from liability. The indemnified party shall have the right to appoint an attorney to participate in such defense at the indemnified party's expense, provided that such

participation does not derogate from the indemnifying party's sole control of the investigation, defense and negotiations for settlement or compromise of the claim.

## **8. Disclaimers and Limitations.**

**8.1 Applicable Law.** NOTHING IN THESE TERMS, INCLUDING SECTIONS 8.2 AND 8.3, SHALL EXCLUDE OR LIMIT OCLC'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY ONLY THE LIMITATIONS WHICH ARE LAWFUL IN INSTITUTION'S JURISDICTION WILL APPLY TO INSTITUTION AND OCLC'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**8.2 Disclaimer.** INSTITUTION ACKNOWLEDGES THAT THE SERVICE AND OCLC'S SYSTEMS ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OCLC DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OF THE SERVICE OR OCLC'S SYSTEMS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. OCLC MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER THAT THE SERVICES AND OCLC'S SYSTEMS WILL BE UNINTERRUPTED, ALWAYS ACCESSIBLE, FREE OF HARMFUL COMPONENTS, ACCURATE OR ERROR-FREE.

**8.3 Limitation of Liability.** OCLC WILL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS, INACCURACY OR DESTRUCTION OF INFORMATION OR DATA COLLECTED, STORED, DISTRIBUTED OR MADE AVAILABLE VIA THE SERVICE, INSTITUTION'S USE OR INABILITY TO USE THE SERVICE, ANY CHANGES TO OR INACCESSIBILITY OF THE SERVICE, ANY DELAY OR FAILURE OF THE SERVICE, OR FOR LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES EVEN IF OCLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF OCLC TO INSTITUTION FOR ANY REASON AND UPON ANY CAUSE OF ACTION WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO OCLC BY INSTITUTION UNDER THIS AGREEMENT OVER THE PREVIOUS TWELVE (12) MONTHS PRIOR TO WHICH SUCH CLAIM AROSE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY OCLC HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK.

## **9. General.**

**9.1 Independent Contractors.** The relationship of the parties is that of independent contractors, and no agency, employment, partnership, joint venture, or any other relationship is created by this Agreement.

**9.2 Waiver.** The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights.

**9.3 No Assignment.** Institution may not assign, without the prior written consent of OCLC, any rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so will be void.

**9.4 Force Majeure.** Neither party shall be liable for any failure or delay in performance hereunder (other than an obligation to pay money) due to or resulting from any cause beyond its reasonable control including, but not limited to acts of God, acts of the other party, strikes, shortage or materials, actions of government, fire, adverse weather conditions, disruption of telecommunications or power, or operational failure, provided that the party so affected notifies the other promptly of the commencement and nature of the cause, the corrective steps to be taken and the estimated duration of the delay.

**9.5 Headings.** Headings herein are for convenience of reference only and will in no way affect interpretation of this Agreement.

**9.6 Notice.** Except as provided for in Sections 2.3 & 2.5 all notices and other communications required or permitted hereunder, shall be in writing and shall be deemed sufficient if delivered by hand or if sent by certified or registered mail, return receipt requested, to the address of OCLC set forth below and to the address of Institution set forth below, or to such other address as has been furnished by means of a notice given in accordance with this Section:

If to OCLC: OCLC Online Computer Library Center, Inc.  
 6565 Kilgour Place  
 Dublin, Ohio 43017-3395  
 FAX: 614-764-0740  
 Attention: Legal Department

If to Institution: South Orange County Community College District  
 28000 Marguerite Pkwy  
 Room 226  
 Mission Viejo, CA 92692-3635  
 Attention: Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services  
 FAX: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

Notice will be effective when received.

**9.7 Counterparts.** This Agreement may be executed in counterparts and/or via facsimile transmission or electronic copy, any one or form of which will be deemed to constitute an original, but all of which will constitute one and the same instrument. Facsimile or copied signatures will be deemed originals.

**9.8 Severability.** If any provisions of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereto agree to attempt to substitute for an invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible, the economic, legal and commercial objectives of the invalid or unenforceable provision.

**9.9 Entire Agreement.** This Agreement, together with all exhibits, constitutes the complete and exclusive statement of agreement between the parties, and supersedes all prior agreements, oral and written, between the parties relating to the subject matter of this Agreement. No purchase orders separately submitted by Institution shall apply to modify or supplement this agreement. Except as otherwise provided herein, this Agreement may not be amended, modified or supplemented except by a writing signed by both parties.

#### **10. Special Terms for Group Orders Only**

Where a Group Administrator is ordering the Service on behalf of itself and Group Members, the below paragraphs apply:

**10.1 Ordering.** Group Administrator may order the Service on behalf of Group Members by completing the relevant portions of the Order Form and agreeing to this Agreement. By placing a group order hereunder (and completing the Order Form), Group Administrator orders authorizations and passwords for the Service, in which case Group Administrator shall be licensed itself to use the Service, subject to this Agreement. Group Administrator also orders and allocates authorizations and passwords for the Service on behalf of Group Members listed on the Order Form.

**10.2 Group Member's Agreement.** Group Administrator hereby agrees as agent for each Group Member that each Group Member shall comply with this Agreement. Group Administrator warrants that it is authorized to bind Group Members thereto and shall indemnify OCLC from all loss, expense and damage arising from a breach of such warranty, and Group Administrator shall provide each Group Member with a copy of this Agreement prior to OCLC activation of an authorization therefor. Group Administrator shall take all reasonable measures to ensure that Group Members comply with this Agreement.

**10.3 Group Member Addition.** Where a Group Member is added to the Group subsequent to the Group Administrator's assent to this Agreement, Group Administrator hereby agrees that as agent for the Group Member, Group Member shall comply with this Agreement and Group Administrator will provide a copy of this Agreement to Group Member upon becoming a Group Member.

**10.4 Direct Contract.** Subject to OCLC acceptance, each order for Group Members shall constitute a direct contract between OCLC and the Group Member.

**10.5 Payment by Group Administrator.** Group Administrator shall be liable for paying to OCLC all prevailing OCLC charges and applicable taxes for Group Members for the Service. Group Administrator shall not modify such OCLC charges. Within thirty (30) days after the receipt of invoice, Group Administrator shall pay to OCLC the applicable annual subscription fee, implementation fee (if any) and any other associated fees (if any) for the Service. Fees are exclusive of taxes and Group Administrator shall pay any such taxes invoiced from which Group is not exempt other than taxes on OCLC's net

income. Accounts not paid within thirty (30) days after the date of invoice shall be deemed delinquent and are subject thereafter to interest charges of twelve percent (12%) per annum on the unpaid balance. OCLC reserves the right to suspend Group's access to the Service and terminate this Agreement to an account in delinquent status sixty (60) days or more. Any termination by OCLC for Group Administrator's failure to pay will not relieve Group from paying past due fees plus interest. In the event of collection enforcement, Group will be liable for any costs associated with such collection, including, but not limited to, reasonable attorneys' fees, court costs and collection agency fees. Payments shall be made in United States dollars unless otherwise required by OCLC for non-U.S. Institutions as indicated in invoices, price lists, or other written notices.

**10.6 Resale.** Group Administrator is not a buyer of the Service for resale.

**10.7 Relationship.** The relationship of the parties hereunder is that of independent contractors, and not employee/employer, agent/principal, partners, joint venturers or franchisor/franchisee. Group Administrator is not authorized to make any representations or contract commitments on behalf of OCLC, nor to sign or negotiate any changes to any OCLC terms. Any modifications proposed by any Group Member to this Agreement shall be submitted in writing to OCLC in advance for OCLC's prior written approval.

**10.8 Non-exclusivity.** OCLC's retention of Group Administrator's assistance in making the Service available hereunder shall be on a non-exclusive basis, and nothing herein shall limit OCLC's right to distribute the Service independent of Group Administrator, including to Group Members.

**10.9 Other Terms.** OCLC shall have the rights and the benefit of all terms set forth in this Agreement, as amended by OCLC from time to time, with respect to this order as a whole and for Group Administrator and each Group Member individually.

IN WITNESS WHEREOF, the parties hereto have hereby executed this Agreement.

**South Orange County Community College District**

**OCLC ONLINE COMPUTER LIBRARY CENTER, INC.**

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

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

Title: Dr. Debra Fitzsimons  
 Vice Chancellor, Business Services  
 \_\_\_\_\_

Title: Bruce Crocco, Vice President  
 \_\_\_\_\_

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

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

EXHIBIT A  
**SERVICE LEVEL AGREEMENT**

This Service Level Agreement ("SLA") sets forth the service level and performance objectives of OCLC Online Computer Library Center, Inc. ("OCLC") in providing hosting services (the "Services") to Institution. OCLC will use commercially reasonable efforts to meet the following service level and performance objectives to support the operation of the facilities, server(s), computer equipment, operating software and connectivity used to provide the Services to Institution (collectively, "OCLC's Systems").

**1. Uptime Commitment**

OCLC will use commercially reasonable efforts to ensure OCLC's Systems are available 99.8% of the time (the "Uptime Commitment"). The Uptime Commitment will be measured as follows:

$$\text{Uptime Commitment} = (T - P - D) / (T - P) * 100\%$$

T=the total number of minutes in the respective month

P=planned outages (which will not exceed four (4) hours per month), telecommunications or power disruptions caused by third parties, any other causes beyond OCLC's reasonable control, and excluding other times described herein.

D-the total number of minutes of unplanned downtime in the month.

OCLC agrees to notify Institution promptly of any factor, occurrence, or event coming to its attention that may affect OCLC's ability to meet the Uptime Commitment, or that is likely to cause any material interruption or disruption in the Services.

Scheduled maintenance may occur any Sunday from 2:00am to 6:00am ET. Notice of scheduled maintenance shall occur 3 days prior to scheduled downtime.

In the event planned emergency maintenance is required, OCLC will make commercially reasonable efforts to notify Institution in advance.

In the event of a disaster at OCLC's primary data center, OCLC will restore Services in its secondary center within 4 hours of disaster declaration.

**Remediation:** Post Mortem meetings are held as needed following any outages to identify root cause and specify corrective and/or preventive actions needed to prevent recurrence. Corrective and preventive action plans, as relevant, will be shared with Institution via email.

**2. Response Time Commitment**

**2.1 Response Times.** The Service shall provide the following:

95% of Transactions complete within three (3) seconds across ten (10) minute reporting windows during peak business hours (7:00am-9:00pm Eastern Time)

**2.2 Measurement:** All transactions are measured from system ingress point to system egress point, thus excluding network transit time beyond OCLC data center facilities. OCLC system statistics will be used to measure service performance.

**3. Exclusive Remedy.**

OCLC will use commercially reasonable efforts to correct any material problems in the Services, including any failure to satisfy the Uptime Commitment. In the event that OCLC fails to satisfy the Uptime Commitment for any two months in a rolling one year period and Institution provides written notice within thirty (30) days of the end of such month for each event, Institution's sole and exclusive remedy will be to receive a service credit equal to the following percentage of the monthly fees for the Services for the stated uptime:

97% to 99%	15%
95% to 96.9%	25%
Below 95%	50%

In no event will the service credit exceed 1/12 of the annual fees paid by Institution for the Services. Institution acknowledges and agrees that if the remedies set forth in this section are applied, any failure of OCLC to meet the requirements in this SLA will not constitute a breach of the Agreement.

**4. Systems Management**

**4.1 Monitoring.** OCLC will monitor and maintain OCLC's Systems in working order each day (24 x 7). OCLC will proactively manage and monitor all application server hardware devices and software to ensure optimal performance and reliability as well as to detect abnormal events or exceeded utilization or performance thresholds.

**4.2 Maintenance.** OCLC will operate, monitor and administer all servers, applications and networks supporting the Services. In order to provide such coverage, OCLC may utilize a mixture of on-site and on-call support staff, automated server monitoring and automated paging technology

**4.3 Change Control.** OCLC will install new equipment, software, releases, upgrades, fixes, patches and other items necessary to maintain OCLC's Systems to industry standards. OCLC will proactively gather information from appropriate server, peripheral, operating system or database vendors regarding upgrades, defect patches or fixes.

## **EXHIBIT B**

### **ACCEPTABLE USE POLICY**

This Acceptable Use Policy ("**AUP**") describes the proper kinds of conduct and prohibited uses of the **Services** provided by **OCLC**. This AUP is not exhaustive and OCLC reserves the right to modify it at any time, effective upon posting of the modified version to [www.oclc.org](http://www.oclc.org) or such other location designated by OCLC. By using OCLC's Services, Institution agrees to abide by the then current version of this AUP.

ANY VIOLATION OF THIS AUP MAY RESULT IN THE SUSPENSION OR TERMINATION OF THE SERVICES AND SUCH ACTION AS OCLC DEEMS APPROPRIATE AS FURTHER DESCRIBED IN THE HOSTING AGREEMENT. ANY REPEATED VIOLATION OF THIS AUP WILL RESULT IN THE TERMINATION OF THE HOSTING AGREEMENT. INDIRECT OR ATTEMPTED VIOLATIONS OF THIS AUP, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON INSTITUTION'S BEHALF, WILL BE CONSIDERED VIOLATIONS OF THE AUP BY INSTITUTION.

#### **General**

The Service enables Institution to host and serve **Institution Data** using **OCLC Systems**. Generally, OCLC does not actively monitor, censor, or directly control any information that is stored on or transmitted over OCLC Systems. OCLC cannot and does not warrant, verify or guarantee the quality, accuracy, safety or integrity of Institution Data or other materials or information that Institution or a third party may post or access through the Service. Institution is solely responsible for all of the Institution Data and Institution's and Institution's users' use of the Service.

#### **No Illegal or Harmful Uses**

The Service may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is strictly prohibited. The following non-exhaustive list describes the kinds of illegal or harmful conduct that are prohibited. OCLC reserves the right to restrict or prohibit any and all uses or content that it determines in its sole discretion is harmful to its systems, network, reputation, good will, other OCLC institutions, or any third party.

- **Infringement.** Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret or other intellectual property right used without proper authorization. Infringement may result from the unauthorized copying and posting of pictures, logos, software, articles, musical works, and videos.
- **Offensive Materials.** Disseminating or hosting material that is unlawful, libelous, defamatory,

obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.

- **Harmful Content.** Disseminating or hosting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, cancelbots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.
- **Fraudulent Conduct.** Offering or disseminating fraudulent goods, services, schemes, or promotions (i.e., make money fast schemes, chain letters, and pyramid schemes); fraudulent submission or use of personal or financial information; or engaging in any practice that constitutes an unfair or deceptive trade practice.
- **Export Violations.** Posting or sending of software or technical information in violation of applicable export controls laws, including, without limitation, the Export Administration Regulations maintained by the Department of Commerce.

#### **Maintenance of Security and Integrity**

Violations of system or network security are prohibited, and may result in criminal and civil liability. OCLC will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- **Hacking.** Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- **Interception.** Unauthorized monitoring of data or traffic on any network or system of OCLC or any third party.
- **Intentional Interference.** Interference with service to any user, host or network including, but not limited to, denial of service attacks, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system and broadcast attacks.
- **Falsification of Origin.** Forging of any TCP-IP packet header, e-mail header or any part of a message header. This prohibition does not include the use of aliases or anonymous remailers.

- Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on the Services such as access and storage restrictions.

**No E-Mail Abuses**

Institution may not distribute, publish, send or incite spam, including, without limitation, commercial advertising, informational announcements, and mail bombing. Institution may not use OCLC's mail server or a third party mail server to relay mail without the express permission of the account holder or the third party site. Posting the same or similar message to one or more newsgroups (including, but not limited to, the use of chain letters, excessive cross-postings or multiple-postings) is explicitly prohibited.

**Enforcement by OCLC**

OCLC reserves the right, but does not assume the obligation, to investigate any violation of this AUP or

misuse of OCLC Systems. As described in the WorldShare Management Services Agreement, OCLC reserves the right and has absolute discretion to (a) enforce this AUP and the terms of the WorldShare Management Services Agreement and (b) remove or disable access, screen or edit any Institution Data that violates these provisions or is otherwise objectionable. Without limitation, OCLC also reserves the right to report any activity (including the disclosure of appropriate Institution Data) that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. OCLC also may cooperate with appropriate law enforcement agencies to assist in the investigation and prosecution of any illegal conduct by providing network and systems information related to allegedly illegal, harmful or objectionable content.

**Attachment 1****OCLC WorldCat® Local Terms and Conditions****1. DEFINITIONS**

A. "Service" means the OCLC WorldCat Local Service as made available by OCLC.

B. "WorldCat.org" means OCLC's Web portal to WorldCat currently located at [www.worldcat.org](http://www.worldcat.org)

C. "WorldCat.org Services" means the Data, services and features from WorldCat.org made available by OCLC through the Service.

D. "End-User" means: (i) an employee of Subscriber; and (ii) a user to whom Subscriber makes its library services available.

E. "WorldCat" means the OCLC online union catalog, an electronic database of bibliographic records and other information maintained by OCLC

F. "WorldCat.org Terms" means the OCLC WorldCat.org Services Terms and Conditions which are available to End-Users via a link appearing on the WorldCat.org web pages made available through the Service.

G. "Schedule" means a mutually agreed upon schedule for Subscriber's performance of the responsibilities set forth in Section 3.A below.

H. "Specifications" means applicable Service documentation or, in the absence of such documentation, OCLC's then-current, published service descriptions for the Service.

I. "Data" means bibliographic data and other information (including, without limitation, text, images and other content contributed to WorldCat.org by users) made available by OCLC or its suppliers through WorldCat.org services and features.

J. "Major Functionality" means the Service's ability to perform the following functions with a local library system which is compatible with and supported by the Service: (i) retrieve real-time availability from Subscriber's catalog; (ii) place holds in Subscriber's catalog; (iii) link to Subscriber's resource sharing solution; and (iv) link to Subscriber's full-text OpenURL resolver.

K. "Acceptance Test Period" means the period beginning on the date that OCLC makes the Service available to Subscriber and ending forty-five (45) days thereafter.

L. "Subscriber Resource" means a licensed or other electronic resource that Subscriber is making available to its users as part of its noncommercial library services.

**2. AVAILABILITY AND USE OF THE SERVICE**

A. OCLC agrees to use its reasonable efforts to provide the Service substantially in accordance with Specifications. Access to certain Data supplied by OCLC's third-party suppliers requires that Subscriber first comply with certain requirements established by such suppliers. OCLC will inform Subscriber of these requirements as necessary.

B. OCLC may, within its sole discretion, determine, add to, delete from or change at any time the Specifications, features and/or functionality of the Service. In the event any such determination, addition, deletion or change materially reduces Subscriber's rights with respect to the Service, OCLC will provide Subscriber with a refund of that portion of the subscription fee paid by Subscriber which is proportionate to the degree which Subscriber's rights have been reduced; provided Subscriber requests such a refund in writing within thirty (30) days after the effective date of such determination, addition, deletion or change and provides reasonable justification for such request. In the event any such determination, addition,

deletion or change results in Subscriber's local library system no longer being compatible with or supported by the Service and such incompatibility or lack of support cannot be resolved through OCLC's commercially reasonable efforts, Subscriber shall have the termination rights set forth in Section 4.C below.

C. OCLC grants Subscriber a nonexclusive, nontransferable right to provide End-Users with access to WorldCat.org Services through the Service interface. Use of WorldCat.org Services by End-Users is governed by the WorldCat.org Terms.

D. Subscriber shall provide OCLC with prompt written notice of any unauthorized use of the Service of which Subscriber becomes aware and provide OCLC with such assistance as is reasonably requested by OCLC to halt such unauthorized use.

**3. SUBSCRIBER'S RESPONSIBILITIES**

A. In preparation for activation of the Service and in support of the use of the Service during the term of this Agreement, Subscriber agrees to perform the following tasks in accordance with the Schedule:

- (i) load Subscriber's records for its collections into WorldCat, including as applicable:
  - o OPAC/reclamation
  - o eSerials holdings
  - o Standalone special collections
- (ii) regularly synchronize Subscriber's online, offline and Cataloging Partners Program cataloging with WorldCat during the term of the Agreement no less frequently than is necessary to accurately represent Subscriber's holdings;
- (iii) index OCLC numbers in Subscriber's local system to support links back to Subscriber's local system;
- (iv) work with OCLC staff to configure and test interoperability with Subscriber's local delivery infrastructure, including but not limited to:
  - o Circulation
  - o Resource Sharing/Interlibrary Loan
  - o Open URL
- (v) work with OCLC staff to identify groups as part of the ranking algorithm, as applicable; and
- (vi) Acquire and maintain Internet and other telecommunications connections, services, equipment and facilities necessary to exercise Subscriber's rights hereunder.

B. Subscriber may configure and test the Major Functionality during the Acceptance Test Period. If, during the Acceptance Test Period, OCLC receives notice from Subscriber of any failure of Major Functionality to conform with the Specifications in any material respect, OCLC shall use its reasonable efforts to resolve the non-conforming Major Functionality. Upon OCLC communicating to Subscriber that the nonconforming Major Functionality has been corrected, Subscriber shall have the remainder of the Acceptance Test Period to configure and test the revised Service, and to notify OCLC of any remaining nonconforming Major Functionality. (For example, if OCLC receives notice from Subscriber of nonconforming Major Functionality on the twentieth (20<sup>th</sup>) day of the Acceptance Test Period, Subscriber would have twenty-five (25) days after OCLC communicates to Subscriber that the nonconforming Major Functionality has been corrected to configure and test the revised Service and notify OCLC of any

remaining nonconforming Major Functionality.) If OCLC does not receive notice from Subscriber of nonconforming Major Functionality during the Acceptance Test Period or during the remainder of the Acceptance Test Period after OCLC has provided the revised Service in response to Subscriber's notice of nonconforming Major Functionality, then Subscriber shall be deemed to have accepted the Service and Major Functionality as of the expiration of the Acceptance Test Period. OCLC'S OBLIGATION TO EXERT ITS REASONABLE EFFORTS OVER A REASONABLE PERIOD OF TIME TO CORRECT NONCONFORMING MAJOR FUNCTIONALITY SHALL BE OCLC'S SOLE LIABILITY AND SUBSCRIBER'S SOLE REMEDY FOR FAILURE OF THE SERVICE AND/OR MAJOR FUNCTIONALITY TO PASS ACCEPTANCE TESTING.

**C.** Subscriber shall provide OCLC with such assistance and access to Subscriber's computer systems (by attaching to web services and/or screen scraping access to the OPAC) as is reasonably requested by OCLC to support the proper functioning of the Service, including, without limitation, permitting OCLC to run regular, automated scripts against Subscriber's local library system for purposes of determining that the Service is functioning properly. Subscriber is responsible for backing-up all existing data, software, and programs before receiving such support from OCLC.

**D.** Subscriber agrees that OCLC's obligations to provide the Service hereunder are expressly conditioned upon: (i) Subscriber's full performance of the responsibilities set forth in Section 3.A above in accordance with the Schedule; and (ii) Subscriber's timely cooperation and assistance as described in Section 3.C above. Subscriber's failure to so perform these responsibilities and/or provide this cooperation and assistance may result in OCLC's inability to provide the Service. OCLC shall have no liability as a result of its inability to provide the Service as a result of Subscriber's failure to perform its responsibilities in accordance with the Schedule or provide timely cooperation and assistance as required above.

#### **4. SUPPORT**

**A.** During preparation for implementation of the Service and for thirty (30) days after activation of the Service (i.e., the date on which the Service is first made available to End-Users), OCLC will provide Subscriber with reasonable levels of assistance to configure the Service. Thereafter, changes to Service configuration are limited to those that can be made by Subscriber using the administrative module provided by the Service. Subscriber may contact OCLC's Help Desk for assistance using the administrative module. Except to the extent Subscriber's employees are the recipients of the support described in this Section 4, OCLC has no obligation to provide support services to End-Users.

#### **5. DISCLAIMERS AND LIMITATIONS OF LIABILITY**

**A.** EXCEPT AS PROVIDED IN SECTION 2.A ABOVE, THE SERVICE IS PROVIDED "AS IS". OCLC AND ITS SUPPLIERS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, CONCERNING THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. DATA (IF ANY) RELATED TO THE COPYRIGHT STATUS OF A PUBLICATION OR OTHER ITEM FOR WHICH A RECORD IS AVAILABLE THROUGH THE SERVICE: (i) IS COMPILED BY OCLC OR ITS SUPPLIERS USING REASONABLE EFFORTS; (ii) IS PRESENTED SOLELY FOR INFORMATIONAL PURPOSES; (iii) DOES NOT CONSTITUTE LEGAL ADVICE; AND (iv) IS NOT TO BE CONSIDERED OR RELIED UPON AS A SUBSTITUTE FOR INDEPENDENT VERIFICATION OF COPYRIGHT STATUS.

**B.** IN NO EVENT, EVEN IF THE FOREGOING LIMITATIONS ARE HELD TO BE UNENFORCEABLE, SHALL

OCLC'S LIABILITY HEREUNDER EXCEED THE REFUND OF THE ANNUAL SUBSCRIPTION FEE PAID BY SUBSCRIBER HEREUNDER PRORATED FROM THE DATE OF THE EVENTS RESULTING IN SUCH LIABILITY.

**C.** NEITHER PARTY SHALL HAVE ANY LIABILITY OR OBLIGATION TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF BUSINESS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND REGARDLESS OF WHETHER A PARTY FORESAW OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **6. MISCELLANEOUS**

**A.** "OCLC", "WorldCat", "WorldCat.org" and the WorldCat logo are trademarks/service marks of OCLC Online Computer Library Center, Inc. Third-party product, service and business names are trademarks/service marks of their respective owners. Subscriber shall not alter or obscure any trademark/service mark appearing in the Service, and shall do nothing to damage the goodwill embodied therein. OCLC and/or its suppliers own all rights, title and interest, including, without limitation, all intellectual property rights, in and to the Service. Except as expressly provided for in these Terms, Subscriber and End-Users acquire no rights in or to the Service.

**B.** These Terms (including any Attachments hereto) constitute the complete, final and exclusive statement of the parties' agreement with respect to the subject matter hereof and are not intended to confer upon any person other than the parties hereto any rights or remedies. No purchase orders or other forms Subscriber submits shall apply to modify or supplement this Agreement. These Terms may be modified only by means of a written document executed by each of the parties.

**D.** Subscriber may not assign or otherwise transfer its rights or obligations under this Agreement without OCLC's prior written consent, which will not be unreasonably withheld. OCLC may assign its rights and/or delegate its obligations under this Agreement by providing Subscriber with written notice at least thirty (30) days prior to the effective date thereof.

**E.** OCLC and its suppliers shall not be liable for any failure or delay in performance hereunder due to any cause beyond its/their reasonable control including, but not limited to, acts of God or public enemy, fire, explosion, accident, strikes, governmental actions, delay or failure of suppliers, or delay, failure or other difficulties with telecommunications networks.

**F.** The Service may not be accessed or used by entities or individuals who are or become subject to United States trade restrictions. The Service may be used only in full compliance with U.S. export regulations. Subscriber shall be the exporter and importer of record in connection with the Service as delivered by OCLC to Subscriber outside the United States, and Subscriber shall pay and/or comply with all applicable export and import laws, customs, regulations tariffs, duties and fees, and procurement, data and technology transfer laws. OCLC's obligations hereunder are contingent upon necessary export licenses being obtained from federal agencies of the United States.

**G.** Unless another method is expressly permitted by these Terms, any notices required to be given by either party pursuant to these Terms shall be in writing and shall be deemed sufficient if delivered by hand or sent by certified mail, return receipt requested, to the address of the other party as set forth on the Order Form.

**H.** Subscriber shall not omit, obscure or hide from any End User any notice of a limitation of warranty, disclaimer, copyright, patent, trademark, trade secret, usage limitation or any logo, splash screen or any other terms and/or conditions intended to be displayed to an End User by OCLC.

I. Any waiver of any provision of this Agreement must be in writing and signed by the party against whom the waiver is to be enforced.

J. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be deemed superseded by a

valid enforceable provision that most closely matches the intent of the original provision and the remaining provisions shall be enforced.

K. OCLC's collection and use of any personal information submitted via the Service (if any) is governed by OCLC's Privacy Policy, which can be accessed at <http://www.oclc.org/worldcat/policies/privacy/>.

## Attachment 2

### The FirstSearch Service Terms

**DEFINITIONS:** **Public Library** Institutions (nonacademic) are defined by geographic/service area and are limited to a single main library and its branches (i.e., the libraries under a single director/board of trustees). Authorized Users are limited to library patrons accessing the FirstSearch service while in the library and by remote access, provided that remote access requires the patron to first log on to the library system's local computer using a current authorized library card or other library-controlled authorization before accessing the FirstSearch service. **Academic Library** Institutions are limited by geographic site and Authorized Users. Each geographically distinct campus shall be treated as a separate site for purposes of the FirstSearch service. Authorized Users at academic institutions are limited to currently enrolled students of the licensed campus, current faculty and staff who are primarily affiliated with the licensed campus and authorized on-site patrons of Institution's library. Remote access is permitted by currently enrolled students of the licensed campus and current faculty and staff who are primarily affiliated with the licensed campus. **Special Library** means a single corporate or other special library (e.g., law firm). A separate order is required for each geographically distinct operational entity. Authorized Users are limited to current employees of the institution which is served by the Special Library. **K-12 (Kindergarten through 12<sup>th</sup> grade school)** Institutions are defined by geographic site and Authorized Users. Each geographically distinct school building or campus shall be treated as a separate site. Authorized Users at K-12 schools shall be limited to currently enrolled students of the licensed school building or campus and current faculty and staff who are primarily affiliated with the licensed school building or campus.

1. Databases available by means of the FirstSearch service and the FirstSearch service itself are subject to OCLC and/or third-party claims of copyright and other rights. Institution's access to and use of such databases and copying and transfer of data therefrom are subject to this Section 2 and to changes or additions thereto published by OCLC from time to time (including supplemental terms, online screen display and/or FirstSearch product descriptions and documentation). Such changes and additions shall govern over these Terms.

Institution and/or Authorized Users may view screen displays of data accessed via the FirstSearch service, and may make one (1) copy per screen display of any portions of such data for that person's internal or personal, noncataloging and noncommercial purposes. In addition, such copies of limited portions of such data may be transferred or sold as an incidental part of the attorney-client, consultant-client or similar relationship, or used for identifying materials to be ordered via interlibrary loan, where the principal purpose is not the distribution of data. Screen displays of such data may be electronically downloaded and temporarily stored in machine-readable form by the person so viewing the data solely as required for that person's use and/or copying of the data as permitted under this Section 2; provided that such machine-readable copies of data shall be erased after such temporary use and/or copying and shall not be transferred to, shared with or accessed by any other person.

Institution and Authorized Users acquire no ownership rights to any data or portions thereof provided in any form by the FirstSearch service. No part of any data provided in any form by the FirstSearch service may be disclosed, reproduced, transferred or transmitted in any form without the prior written consent of OCLC except as expressly permitted hereunder. Use of the FirstSearch service for cataloging purposes is expressly prohibited. Institution may not resell or otherwise transfer the FirstSearch service. Authorizations and passwords will be restricted to accessing that data available via the FirstSearch service for which Institution has a currently paid-up subscription or

for which Institution has prepaid per-search fees. Institution shall not omit, obscure or hide from any Authorized User any notice of a limitation of warranty, disclaimer, copyright, patent, trademark, trade secret, usage limitation or any logo, splash screen or any other terms and/or conditions intended to be displayed to an Authorized User of the FirstSearch service by OCLC or any database supplier thereto.

2. Access to certain databases available by means of the FirstSearch service requires a separate agreement between Institution and the third-party database provider from whom the database is obtained, as indicated in the FirstSearch product descriptions. Institution agrees that it shall utilize the FirstSearch service to access and use such databases only as it has been authorized by such database provider under, and only as permitted by, the terms of the applicable separate agreement and in conformance with prevailing, published OCLC rules with respect thereto, as amended from time to time. Such OCLC rules may be provided by online screen display and/or in the FirstSearch product descriptions and documentation. In addition, any third-party database supplier shall have the right to assert or to enforce any of the provisions of these Terms directly on its own behalf.

3. Within thirty (30) days after the date of each OCLC invoice, Institution shall pay or prepay to OCLC the applicable OCLC charges for services selected by Institution based upon OCLC's prevailing price list. If Institution orders the FirstSearch service on a per-search basis, all use of the FirstSearch service initiated by Institution's authorization codes and passwords shall be credited against prepayments made. Charges are exclusive of taxes and Institution shall pay any such taxes invoiced other than taxes on OCLC's net income. Accounts not paid within thirty (30) days after the date of invoice shall be deemed delinquent and are subject thereafter to interest charges of twelve percent (12%) per annum on the unpaid balance. OCLC reserves the right to suspend availability of the FirstSearch service to a delinquent account without prior notice. Payments shall be made in U.S. dollars unless otherwise required by OCLC for non-U.S. Institutions as indicated in invoices, price lists, or other written notices.

4. OCLC may determine, add to, delete from or change at any time (i) which data and databases are available by means of the FirstSearch service (consistent with OCLC's ECO archival obligation stated in Section 19 below if applicable), (ii) the technical and functional specifications, form and formats or availability of features and databases accessible by means of the FirstSearch service (consistent with OCLC's ECO archival obligation stated in Section 19 below if applicable), (iii) database license rights and obligations and rules hereunder and (iv) any of these Terms. Institution shall be bound thereby upon OCLC giving notice, which may be accomplished by online screen display or in the FirstSearch service product descriptions and documentation.

If OCLC materially reduces Institution's rights with respect to any database to which Institution is currently subscribed as a result of any revision for which notice is required to be given hereunder, Institution may terminate its subscription for that database by giving written notice to OCLC within ten (10) days after receiving notice from OCLC of such revision. In such case, Institution shall receive a refund of subscription fees prepaid and unearned for the remainder of the subscription term calculated on a prorata basis or per-search fees prepaid for unused searches.

For subscription-based use (depending on the features of the relevant subscription), the FirstSearch service will be available to Institution at any time that the FirstSearch service is generally made available by OCLC to users: (i) based upon the number of Simultaneous Logons currently subscribed for; and/or (ii) on an unlimited basis based on full-time equivalents (Academic, K-12) or patrons served (Public). Institution may maximize subscription usage by electronically queuing Authorized Users attempting to log

on to the FirstSearch service, provided that Institution shall not utilize any mechanism which would enable the number of Authorized Users concurrently accessing the FirstSearch service via Institution's subscription to exceed the number of Simultaneous Logons subscribed for (e.g. Institution shall not multiplex (interleave) message traffic once the Simultaneous Logon connection has been established between the Authorized User's terminal and the FirstSearch service). For per-search-based use, the FirstSearch service shall be available during all times that the OCLC System is generally available to OCLC users, subject to OCLC modification.

5. Institution is solely responsible for all security for and all use, including unauthorized use, of the FirstSearch service initiated by Institution's FirstSearch service authorization numbers and passwords, and shall promptly notify OCLC in writing of lost or stolen passwords and authorization numbers. Institution shall pay OCLC at OCLC's prevailing rates for unauthorized use of the FirstSearch service hereunder. Institution's obligations under this Section 6 are material to this agreement. OCLC's sole obligation with respect to passwords and authorization numbers shall be to exert reasonable efforts to maintain the confidentiality of Institution's passwords and authorization numbers in OCLC's possession and to terminate lost or stolen passwords and authorization numbers upon receipt of Institution's notice. Upon such termination, OCLC will issue new passwords and authorizations to Institution provided that Institution is in compliance with these Terms and the lost or stolen passwords or authorization numbers were initially provided by OCLC.

6. OCLC shall exert its reasonable best efforts to provide the FirstSearch service in accordance with then-current published product descriptions. Institution shall notify OCLC of nonconformities between the FirstSearch service and such descriptions, and of any errors or inaccuracies in the databases of which Institution becomes aware. It is understood that, while OCLC and its suppliers and licensors have attempted to minimize inaccuracies and defects in the data and services furnished, the data and services are provided AS IS. OCLC, ITS SUPPLIERS AND/OR LICENSORS MAKE NO EXPRESS WARRANTIES AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, WITH RESPECT TO THE FIRSTSEARCH SERVICE AND OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER.

7. Neither party shall be liable for any failure or delay in performance hereunder (other than of an obligation to pay money) due to any cause beyond its reasonable control including, but not limited to, acts of God or public enemy, fire, explosion, accident, strikes, governmental actions, delay or failure of suppliers, or delay or failure of the OCLC systems or carriers or other difficulties with telecommunications networks provided that the party so affected notifies the other promptly of the commencement, nature and estimated duration of the cause.

8. Except as otherwise expressly provided for herein: (a) OCLC, its suppliers and/or licensors shall not be liable for any loss or damage, lost profits, loss of business, loss of or damage to data, downtime or unavailability, of or in connection with Institution's use of the FirstSearch service and databases or data available over the FirstSearch service, or from lost or stolen passwords or authorization numbers; (b) OCLC, its suppliers and/or licensors shall have no liability or obligation to Institution, and Institution shall have no liability or obligation to OCLC hereunder for indirect, incidental, consequential or exemplary damages, whether based on contract, tort or any other legal theory and regardless of whether a party foresaw such damages; and (c) OCLC, its suppliers and/or licensors shall have no liability nor obligation with respect to the provision or use of databases available by means of the FirstSearch service, including, without limitation, for any claims

based on infringement of copyright, patent, trade secret or other right, libel, slander or invasion of privacy or claims based on errors, inaccuracies or omissions in or loss of the data. In no event, even if the foregoing limitations are held to be not enforceable, shall OCLC's liability hereunder exceed the refund of subscription fees earned by OCLC and paid for by Institution for services and data hereunder for the most recent month.

9. Institution shall, to the fullest extent permitted under applicable law, indemnify and hold OCLC harmless from all claims based upon or arising from the use of the FirstSearch service and data and databases available over the FirstSearch service charged against Institution's passwords or authorization numbers except to the extent directly caused by a defect or malfunction in portions of the FirstSearch service under OCLC's direct control.

10. OCLC may suspend Institution's access to the FirstSearch service upon written notice at any time that Institution is in breach of its material obligations under these Terms, provided that in the event that Institution cures such material breach within thirty (30) days, OCLC shall restore such access. In the event that Institution fails to cure the breach within thirty (30) days, OCLC may terminate this agreement upon notice to Institution.

11. For per-search orders, either OCLC or the Institution may terminate this agreement and the Institution's FirstSearch service authorization numbers and passwords at any time, by giving thirty (30) days prior written notice. In the event of termination by OCLC pursuant to the preceding sentence, Institution shall receive a refund of its unused prepaid amounts.

If Institution has purchased on a subscription basis, Institution may terminate this agreement in its entirety upon written notice received by OCLC within the first thirty (30) days Institution is first granted access to the FirstSearch service hereunder. In such case, Institution shall be entitled to receive a prorata refund of subscription fees previously paid, subject to a minimum thirty (30) day charge based upon the original subscription. No partial cancellations (e.g. reduction in Simultaneous Logons or databases) or other terminations shall be allowed other than on Institution's effective renewal date.

12. Notwithstanding anything in these Terms to the contrary, OCLC reserves the right to suspend or refuse the provision of the FirstSearch service to Institution for any reason whatsoever and without prior notice, on conditions generally applicable to Institutions. In such case and unless otherwise provided for by these Terms, OCLC shall promptly refund to Institution on a prorata basis fees previously paid by Institution to OCLC with respect to the unexpired portion of the subscription term or its unused prepaid per-search amounts.

13. Telecommunications services, equipment and any OCLC support necessary for Institution to access the FirstSearch service may be available from OCLC subject to separate agreement(s) required by OCLC.

14. This order form constitutes the complete, final and exclusive statement of the parties' agreement with respect to the subject matter hereof. No purchase orders separately submitted by Institution shall apply to modify or supplement this agreement. Institution may not assign its rights or obligations under these Terms. This agreement shall be governed by the laws of the State of Ohio and the United States of America. The United Nations Convention on Contracts for the International Sales of Goods shall not apply.

15. Institution agrees that the FirstSearch service authorization numbers and passwords issued by OCLC hereunder may not be used outside the territorial limits of the country in which they were originally issued to Institution, as indicated by Institution's address on the front of this form, except in full compliance with U.S. export regulations. Institution shall be the exporter and importer of record

## Exhibit A

of all the FirstSearch service products, services and data delivered to it by OCLC outside the U.S. by electronic means or otherwise and shall pay and/or comply with all applicable export and import laws, customs, regulations tariffs, duties and fees, and procurement, data and technology transfer laws. To the extent permitted by applicable law, Institution shall indemnify OCLC from all costs and damages arising from any failure of Institution to meet its obligations under this Section 16. OCLC's obligations hereunder are contingent upon necessary export licenses being obtained from federal agencies of the U.S.

16. OCLC may remove or purge data stored with the FirstSearch service for more than thirty (30) days, without notice or liability. Institution agrees to remove at Institution's expense all data saved and stored by Institution and/or Authorized Users on the FirstSearch service in conjunction with termination of this agreement, and should OCLC be required to effect such removal due to Institution's failure to remove, Institution shall pay to OCLC its standard charges for OCLC's efforts associated therewith.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Fiscally Accountable Application and Resolution No. 13-30

**ACTION:** Approval

---

### **BACKGROUND**

In April, 2013, Business Services provided information to the Board of Trustees regarding the process to become fiscally accountable. If fiscally accountable, the District will process its own non-payroll checks, ensure proper oversight for those payments, and audit the payments instead of relying on the Orange County Department of Education (OCDE) to perform those functions. This will improve the turn-around time to provide checks to vendors and staff.

### **STATUS**

The first step in this process is to submit a written application represented in the Board resolution (EXHIBIT A) to the OCDE by September 1. Fiscal Services has prepared an implementation plan (EXHIBIT B) that has been reviewed and approved by the OCDE and an audit firm. The plan outlines the steps that will be followed during the process. It also includes accounting procedures, a new Board Policy and Administrative Regulation, and the designation of a District Disbursing Officer. Review of the new Board Policy 3104 and the designation of the District Disbursing Officer are presented in separate items tonight.

Once the application is accepted, the OCDE will request an independent audit be performed, at the District's expense, to validate the District's management and accounting controls. This must be completed by January 1 2014. If, after review, OCDE and the County Auditor approve the application before March 1, 2014, the Fiscally Accountable status will be effective July 1, 2014.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Resolution No. 13-30 provided by the OCDE to apply to become fiscally accountable.

**Resolution No. 13-30**  
RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
BUSINESS SERVICES DIVISION  
RESOLUTION AND APPLICATION FOR FISCAL ACCOUNTABILITY  
PURSUANT TO EDUCATION CODE SECTION 85266

August 26, 2013

**WHEREAS**, Education Code section 85266 authorizes the Governing Board of a community college district to apply for fiscal Accountability and;

**WHEREAS**, the Governing Board of the South Orange County Community College District has reviewed the Community College District Fiscal Accountability Guidelines, and is satisfied that the District can meet the provisions of section 85266 and desires to become Fiscally Accountable,

**THEREFORE BE IT RESOLVED**, that the governing Board hereby adopts this resolution and application for Fiscal Accountability, pursuant to Education Code Section 85266 and directs that this Resolution and Application be submitted to the office of the Orange County Superintendent of Schools to request fiscal accountability for one of the categories checked below:

- [ ] 1. ALL WARRANTS (AB)  
To issue all warrants, except debt service, of the school district by a person designated as the district Disbursing Officer, to those entitled thereto, which payments have been examined, allowed, and ordered paid by the Governing Board.
  
- [ ] 2. SALARY WARRANTS (A)  
To issue salary warrants of the school district by a person designated as the district Disbursing Officer, to those entitled thereto, which payments have been examined, allowed, and ordered paid by the Governing Board.
  
- [✓] 3. COMMERCIAL WARRANTS (B)  
To issue commercial warrants, except debt service, of the school district by a person designated as the district Disbursing Officer, to those entitled thereto, which payments have been examined, allowed, and ordered paid by the Governing Board.

**BE IT FURTHER RESOLVED**, that the Governing Board understands the district is to pay all costs pertaining to the audit of financial management and accounting controls arranged by the Office of the Orange County Superintendent of schools; that the Governing Board agrees to provide all data and assistance as required by the Orange County Superintendent of Schools during the course of the audit; and that the Governing Board understands that if the Orange County Superintendent of schools or the County Auditor, determining that the financial management or accounting controls of the districts are inadequate, either such an officer may deny approval for Fiscal Accountability status.

**BE IT FURTHER RESOLVED**, that if Fiscal Accountability is approved in the category designated, the Governing Board assumes complete responsibility for the legality of, proper accounting of, and compliance with budgetary restrictions of warrants issued by the district; and that the Governing Board is to provide for the independence of the Disbursing Officer, to include access to legal counsel; and that the Board is still required to file timely and accurate reports with County Officers; and that charges may be required for services provided to the district by County Officers; and that the Board is required to pay all penalties and/or assessments resulting from late or inaccurate retirement reporting.

**BE IT FURTHER RESOLVED**, that the Governing Board has approved the Plan of Organization and Implementation for Fiscal Accountability, upon which this application is based, and such action constitutes approval of the duties, working relationships, work procedures, staffing plans, and responsibilities as contained therein.

DATE ADOPTED: \_\_\_\_\_

MEMBERS OF THE BOARD:

\_\_\_\_\_  
Nancy M. Padberg, President

\_\_\_\_\_  
William O. Jay, Member

\_\_\_\_\_  
T.J. Prendergast, III, Vice President

\_\_\_\_\_  
David B. Lang, Member

\_\_\_\_\_  
Marcia Milchiker, Clerk

\_\_\_\_\_  
Timothy Jemal, Member

\_\_\_\_\_  
James R. Wright, Member

South Orange County Community College District  
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**SOUTH ORANGE COUNTY COMMUNITY  
COLLEGE DISTRICT**



**FISCALLY ACCOUNTABLE  
FOR COMMERCIAL CHECKS**

**IMPLEMENTATION PLAN**

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I. GOVERNING BOARD POLICY/ACTIONS

- A. Governing Board Appointment of Disbursing Officer
- B. Disbursing Officer Fidelity Bond Amount
- C. Governing Board Fiscally Accountable Policy
- D. District Fiscally Accountable Procedures

II. ORGANIZATIONAL STRUCTURE

- A. Organizational Chart
- B. Executive Director of Fiscal Services/Comptroller Job Description
- C. Disbursing Officer Responsibilities

III. COMMERCIAL CHECK AUDIT PROCESS

IV. COMMERCIAL CHECK PROCEDURES

The following procedures are examples of specific procedures that need to conform to the Orange County Department of Education (OCDE) and County Auditor's Office requirements.

- A. Cancelled Checks – Lost, Stolen or Destroyed Checks
- B. Commercial Checks – Stale Dated Checks

V. COMMERCIAL CHECK FORM AND DESIGN

VI. CALENDAR OF SIGNIFICANT DEADLINES

APPENDIXES

- Appendix A Designation of Disbursing Officer
- Appendix B Governing Board Policy and Administrative Regulation
- Appendix C Organizational Chart
- Appendix D Executive Director of Fiscal Services/Comptroller Job Description
- Appendix E OCDE Disbursement Services Commercial Checks Audit Process
- Appendix F Education Code 85266, Community College Fiscally Accountable

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**I. GOVERNING BOARD POLICY/ACTIONS**

A. Governing Appointment of Disbursing Officer

Designation of Disbursing Officer (Appendix A)

In order to implement fiscally accountable status from the County for commercial checks and pursuant to Education Code 85266 (Appendix F), the Governing Board must designate a District Disbursing Officer. The position description for the Executive Director of Fiscal Services/Comptroller has been revised to include the Disbursing Officer designation and functions of the District.

The Governing Board designated the position of Executive Director of Fiscal Services/Comptroller as the District Disbursing Officer at the August 26, 2013 board meeting.

B. Disbursing Officer Fidelity Bond

1. Fidelity Bond Amount \$1,000,000
2. Coverage Provided by AIG Insurance

C. Governing Board Policy (Appendix B) Fiscally Accountable Policy

In order to implement fiscally accountable status with the County of Orange as of July 1, 2014, the board must adopt a fiscally accountable policy. The following policy will be on the August 26, 2013 board agenda for first reading.

**Board Policy 3104 - Fiscally Accountable (Education Code 85266)**

SOCCCD, as a fiscally accountable District, processes its own commercial checks, ensures proper internal controls for those payments, and audits the payments. The District follows the education code requirements and the responsibilities shift from the Orange County Department of Education (OCDE). The District notifies OCDE of the payments to update their records and the County Treasury.

Upon approval by the OCDE, the Chancellor and/or designee assumes all duties and responsibilities for being fiscally accountable for commercial checks that were formerly assigned to the county superintendent of schools/county auditor controller. Checks are drawn on the county treasury and are printed, audited, and disbursed by the District. An administrative regulation will be developed to outline the details of the check disbursement and audit process.

Reference:

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Education Code Section 85266

D. District Fiscally Accountable Procedures

At the time in which the District assumes fiscally accountable status, these procedures and regulations will apply.

The Executive Director of Fiscal Services/Comptroller serves as the Districts' Disbursing Officer. The duties and responsibilities assigned to this position are included in Administrative Regulation 3104 (Appendix B) along with the following regulations.

1. Check Control – Checks are to be stored in a secured vault room in the Accounting Department. Access to the room is limited to designated staff.
2. Signature Security and Control – Electronic signatures of the Disbursing Officer and check signers will be maintained in a secure manner with access limited to designated staff.
3. Record Retention and Accessibility to the Public:
  - The District Records Retention and Destruction Committee will follow the record retentions guidelines as outlined in Records Retention Manual, K-12 and Community College, 2007.
  - The public is welcome to review Districts' records during regular business hours.

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**II. ORGANIZATIONAL STRUCTURE**

A. Organizational Chart (Appendix C)

The organization of the Fiscal Services department and the duties assigned to each staff member provide appropriate separation of duties to ensure strong internal controls are maintained.

B. Executive Director of Fiscal Services/Comptroller Job Description (Appendix D)

The job description for the Executive Director of Fiscal Services/Comptroller includes in the definition to 'serve as the District Disbursing Officer over commercial checks.' The duties and responsibilities of the Disbursing Officer are incorporated into the examples of duties for the position.

C. Disbursing Officer Responsibilities

Duties and Responsibilities

The role and responsibilities of the District's Disbursement officer shall include independent access to the Governing Board, Chancellor and legal counsel and the authority to follow the advice of counsel in reference to determining the legal expenditures of the community college district.

The District Disbursement Officer shall:

- Have independent access to legal counsel and independent authority to disapprove purchases where legal deficiencies exist.
- Issue checks using procedures prescribed by the OCDE and the County Auditor on the County Treasury for all debts and demands against the District when amounts are legally approved.
- Be the responsibility of the Governing Board to approve expenditures and it is the Disbursement Officer's responsibility to issue the checks.
- Be covered by a fidelity bond and separate resolution in the amount of 1,000,000.

Detailed responsibilities of the District Disbursement Officer include the following:

- Determine that funds are available to cover the payment of the claim;

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- Determine that adequate documentation exists to substantiate the appropriateness and authenticity of financial transactions;
- Determine that there has been compliance with budgetary, legal, procedural and specially funded program requirements;
- Certify that the foregoing review has been performed by signing check registers;
- Maintain a record of all transactions reviewed together with notations regarding rejected check requests;
- Issue checks in accordance with procedures prescribed by OCDE and County Auditor;
- Ensure organizational independence between operating, custodian accounting and auditing functions;
- Ensure that the separation of duties is properly controlled;
- Ensure that the handling of receipts and disbursement of funds are separated from accounting of function;
- Ensure a degree of independence of the District Disbursing Officer sufficient to maintain positive integrity of responsibilities;
- Ensure internal controls between the Purchasing and Accounts Payable Departments;
- Ensure the control of checks and signatures;
- Ensure the adherence to Board rules and policies;
- Provide financial information to the Governing Board and County Superintendent;
- Ensure that Budget controls and procedures are reasonable in accordance with good business and management practices;
- Prepare Financial Statements and Cost Analysis Reports;
- Ensure that there are adequate audit trails through operational data processing systems;
- Process replacement checks, stop payments, cancelled checks;
- Detect, account for, and recover monies lost due to forged checks.

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**III. COMMERCIAL CHECK AUDIT PROCESS**

Executive Director of Fiscal Services/Comptroller and Assistant Director of Fiscal Services oversee the commercial check processes.

- A. Accounting Specialist prepares commercial check request package, includes approved purchase order, itemized invoice and receiving documentation and inputs information into the financial system using the same process that is currently in place.
- B. Accounting Specialist forwards completed package to Senior Accounting Specialist for audit.
- C. Senior Accounting Specialist prints commercial checks and matches each check with request package.
- D. Senior Accounting Specialist audits commercial checks against request packages using the OCDE Disbursement Services 'Commercial Checks Audit Process,' Appendix E, as a guideline for supporting documentation needed to support compliance with education codes, government codes, and public contract codes, as they relate to specific types of payments. Checks will also be reviewed for legality, appropriateness based on Board policies and District procedures, and appropriate account designation in accordance with California Community College Budget and Accounting Manual.

All checks payable to employees or over \$5,000 will require an additional review by the Disbursing Officer. The audit will include the following:

- 1. All required documentation is included in commercial check request package, depending on type of expenditure.
- 2. Purchase Order has required approvals signed prior to purchase of materials or services.
- 3. Materials and/or services have been received.

Staff designated to print and audit checks will not have access to input payment packages for county commercial checks. Disbursing Officer will periodically check with the OCDE Business Services to get an updated copy of the 'Commercial Checks Audit Process.'

- E. Disbursing Officer will sign commercial registers, indicating that the checks listed on the register have successfully passed audit.
- F. Disbursing Officer shall verify sufficient cash is available in the County Treasurer fund

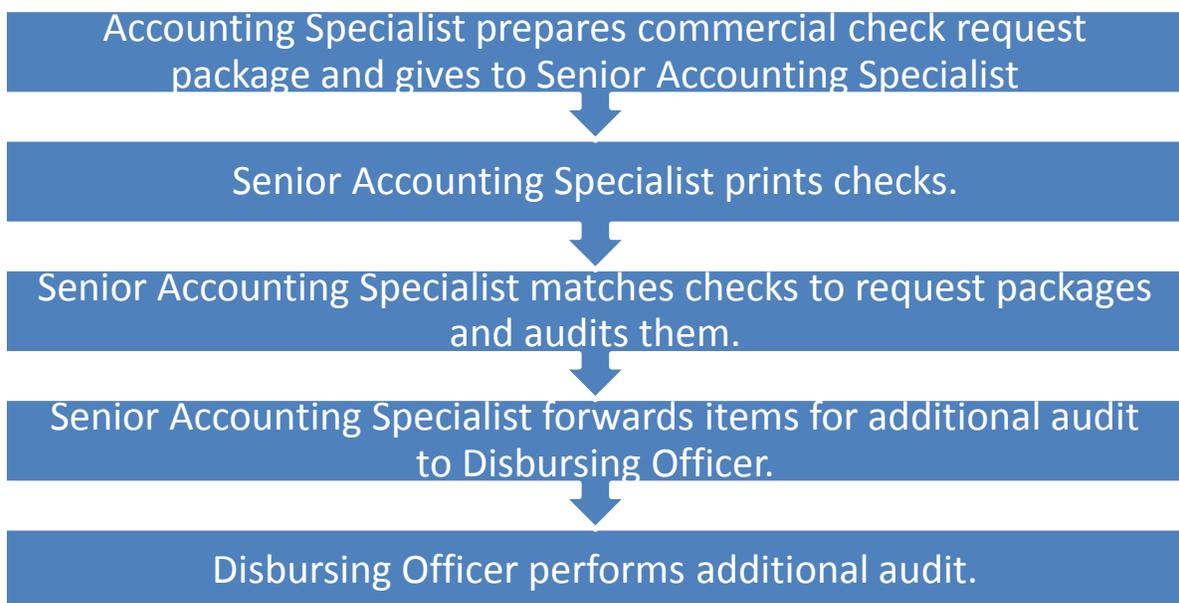
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on which checks will be drawn.

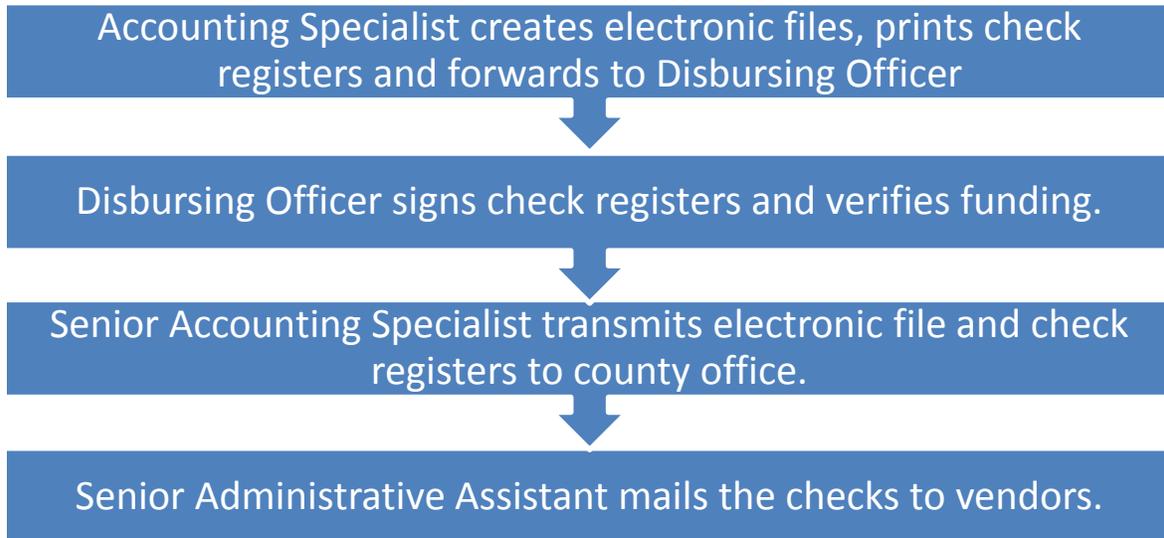
- G. Senior Accounting Specialist shall electronically forward a listing of commercial checks and register to OCDE on the same day checks are issued. The listing shall report, among other things designated by OCDE, the check number, date of the check, amount of the check, name of payee, account number and the fund on which drawn.
- H. The Disbursing Officer submits commercial check listing monthly to the Governing Board for ratification.
- I. Authorized signatures will be updated annually or as needed and the appropriate form exhibiting these signatures will be filed with the County. All other authorized signatures shall be in the individual's handwriting.
- J. Upon request, the Disbursing Officer shall furnish to the county superintendent of schools and county auditor/controller a current year financial statement showing year to date, for each required expenditure classification, amount budgeted, actual expenditures, encumbrances and unencumbered balance.
- K. Payments to vendors other than by check will be processed in a manner prescribed by OCDE.

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**FLOW CHART**



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**IV. COMMERCIAL CHECK PROCEDURES**

A. Commercial Check Cancellation – Lost, Stolen or Destroyed

1. Accounting Specialist will complete and sign a Request to Cancel Unpaid Checks or Lost Check Request Form and forward it to the Disbursing Officer.
  - a. Attached to the Request to Cancel Unpaid Checks form should be the check itself stamp on the check over the payee name and address, ‘Cancelled’ and ‘VOID’ over signature.
  - b. If the check cannot be provided, an Accounting Specialist will verify on-line if the check has been cashed. If it has, the Lost Check Request Form will be completed and submitted to OCDE Disbursement Services in order to request a copy of the front and back of the cashed check.
  - c. In the case the check is deemed fraudulently cashed, an Affidavit of Forged, Lost or Destroyed Check Form should be completed/**notarized** and submitted to OCDE Disbursement Services Manager for bank investigation.
2. Disbursing Officer will verify the forms are properly completed.
3. Disbursing Officer will approve the Request to Cancel Unpaid Checks and Lost Check Request forms.
4. The check will be cancelled on the financial system by an Accounting Specialist once approved by the Disbursing Officer. In the case of a fraudulently cashed check, a journal voucher will be prepared to credit the check amount to the appropriate fund of the District. This will be completed when we are notified by OCDE that the bank has returned the funds to the District.
5. The original request forms and a copy of the check are sent to OCDE Disbursement Services.
6. Accounting Specialist shall file a copy of the Request to Cancel Unpaid Checks Form, with the cancelled check or Affidavit of Forged, Lost or Destroyed Check Form in the vendor file.

B. Commercial Check – Stale Dated

Commercial checks outstanding for over six months are cancelled and monies are reinstated to the District’s funds.

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1. Once a month, the OCDE Accounting Services will send a report to SOCCCD Disbursing Officer listing the outstanding checks of the District that are over six months old, these are considered stale-dated.
2. Outstanding checks identified as stale-dated will be posted by the Accounting System Specialist with a journal voucher credited to the other local income account. Accounting Specialists will be notified and will reissue the check payable from the other local income account.

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**V. CHECK FORM AND DESIGN**

Pre-numbered commercial check stock will continue to be provided by the county superintendent of schools to the District in the format approved by the county auditor/controller and the county treasurer. Changes in check stock form and design must be approved by the county auditor/controller and the county treasurer.

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**VI. CALENDAR OF SIGNIFICANT DEADLINES**

<u>Date</u>	<u>Description of Activity</u>
August 26, 2013	The Governing Board will approve the submittal of the application and resolution for becoming Fiscally Accountable to the Orange County Department of Education (OCDE).
August 26, 2013	The Governing Board will appoint by formal action a Disbursing Officer.
September 1, 2013	The District will submit the application to OCDE by September 1, 2013 along with a list of audit firms.
September 23, 2013	The Disbursing Officer shall execute an official bond in an amount fixed by the Governing Board.
September 30, 2013	The District will execute a contract with an independent audit firm and provide a copy to OCDE.
January 1, 2014	The independent audit firm will perform a review and prepare a written report of the functions, written policies and procedures to be certain the District meets all requirements to be fiscally accountable and submit the report to OCDE by January 1, 2014.
March 1, 2014	OCDE and the county auditor/controller will review the report and approve the application by March 1, 2014
July 1, 2014	Fiscally Accountable status will be effective July 1, 2014

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**APPENDIXES**

Appendix A	Designation of Disbursing Officer
Appendix B	Governing Board Policy and Administrative Regulation
Appendix C	Organizational Chart
Appendix D	Executive Director of Fiscal Services/Comptroller Job Description
Appendix E	OCDE Disbursement Services Commercial Checks Audit Process
Appendix F	Education Code 85266, Community College Fiscal Accountability

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## Appendix A

### Designation of Disbursing Officer

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**ITEM:**  
**DATE: 8/26/13**

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Designation of District Disbursing Officer  
**ACTION:** Approval

---

#### **BACKGROUND**

In order to become fiscally accountable from the Orange County Office of Education (ODCE) for commercial checks and pursuant to Education Code 85266, the Governing Board must designate a District disbursing officer. The role and responsibilities of the District's disbursing officer shall include independent access to the Governing Board, Chancellor and legal counsel and the authority to follow the advice of counsel in reference to determining the legal expenditures of the District.

#### **STATUS**

The position description for the executive director, fiscal services has been revised to include the disbursing officer designation and functions. (EXHIBIT A)

The disbursing officer shall issue checks using procedures prescribed by the OCDE Disbursements Services and the County Auditor on the County Treasury for all debts and demands against the District when amounts are legally approved.

#### **RECOMMENDATION**

It is recommended the Governing Board approve the designation of the executive director,

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fiscal services as the District disbursing officer.

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## Appendix B

### Governing Board Policy

# **BOARD POLICY**

**3104**

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## FISCALLY ACCOUNTABLE

SOCCCD, as a fiscally accountable District, processes its own commercial checks, ensures proper internal controls for those payments, and audits the payments. The District follows the education code requirements and the responsibilities shift from the Orange County Department of Education (OCDE). The District notifies OCDE of the payments to update their records and the County Treasury.

Upon approval by the Orange County Department of Education, the Chancellor and/or designee assumes all duties and responsibilities for being fiscally accountable for commercial checks that were formerly assigned to the county superintendent of schools/county auditor controller. Checks are drawn on the county treasury and are printed, audited, and disbursed by the District. An administrative regulation will be developed to outline the details of the check disbursement and audit process.

*Reference:*

*Education Code Section 85266*

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Administrative Regulation

**ADMINISTRATIVE REGULATION**      **3104**  
SOUTH ORANGE COUNTY      BUSINESS  
COMMUNITY COLLEGE DISTRICT

FISCALLY ACCOUNTABLE

SOCCCD, as a fiscally accountable District, processes its own commercial checks, ensures proper internal controls for those payments, and audits the payments. The District follows the education code requirements and assumes the responsibilities that shifted from the Orange County Department of Education (OCDE). The District notifies OCDE of the payments to update their records and the County Treasury. The District implementation plan, approved by the Board of Trustees and OCDE, is adhered to.

As a fiscally accountable District, the following procedures and regulations apply.

I. The Executive Director of Fiscal Services serves as the Districts' Disbursing Officer. The duties and responsibilities assigned to this position include:

- a. Determine that funds are available to cover the payment of the claim;
- b. Determine that adequate documentation exists to substantiate the appropriateness and authenticity of financial transactions;
- c. Determine that there has been compliance with budgetary, legal, procedural and specially funded program requirements;
- d. Certify that the foregoing review has been performed;
- e. Maintain a record of all transactions reviewed together with notations regarding rejected check requests;
- f. Issue checks in accordance with procedures prescribed by OCDE and County Auditor;

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- g. Ensure organizational independence between operating, custodian accounting and auditing functions;
- h. Ensure that the separation of duties is properly controlled;
- i. Ensure that the handling of receipts and disbursement of funds are separated from accounting of function;
- j. Ensure a degree of independence of the District Disbursing Officer sufficient to maintain positive integrity of responsibilities;
- k. Ensure internal controls between the Purchasing and Accounts Payable Departments;
- l. Ensure the control of checks and signatures;
- m. Ensure the adherence to Board rules and policies;
- n. Provide financial information to the Governing Board and County Superintendent;
- o. Ensure that Budget controls and procedures are reasonable in accordance with good business and management practices;
- p. Prepare Financial Statements and Cost Analysis Reports;
- q. Ensure that there are adequate audit trails through operational data processing systems;
- r. Process duplicate checks, stop payments, cancelled checks;
- s. Detect, account for, and recover monies lost due to forged checks

II. Check Control – Checks are to be stored in secured vault room in the Accounting Department. Access to the room is limited to designated staff.

III. Signature Security and Control – Electronic signatures of the Disbursing Officer and check signers will be maintained in a secure manner with access limited to designated staff.

IV. Record Retention and Accessibility to the Public:

- a. The District Records Retention and Destruction Committee, will follow the record retentions guidelines as outlined in Records Retention Manual, K-12 and Community College, 2001.

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- b. The public is welcome to review Districts' records during regular business hours.

Reference:

Education Code Section 85266

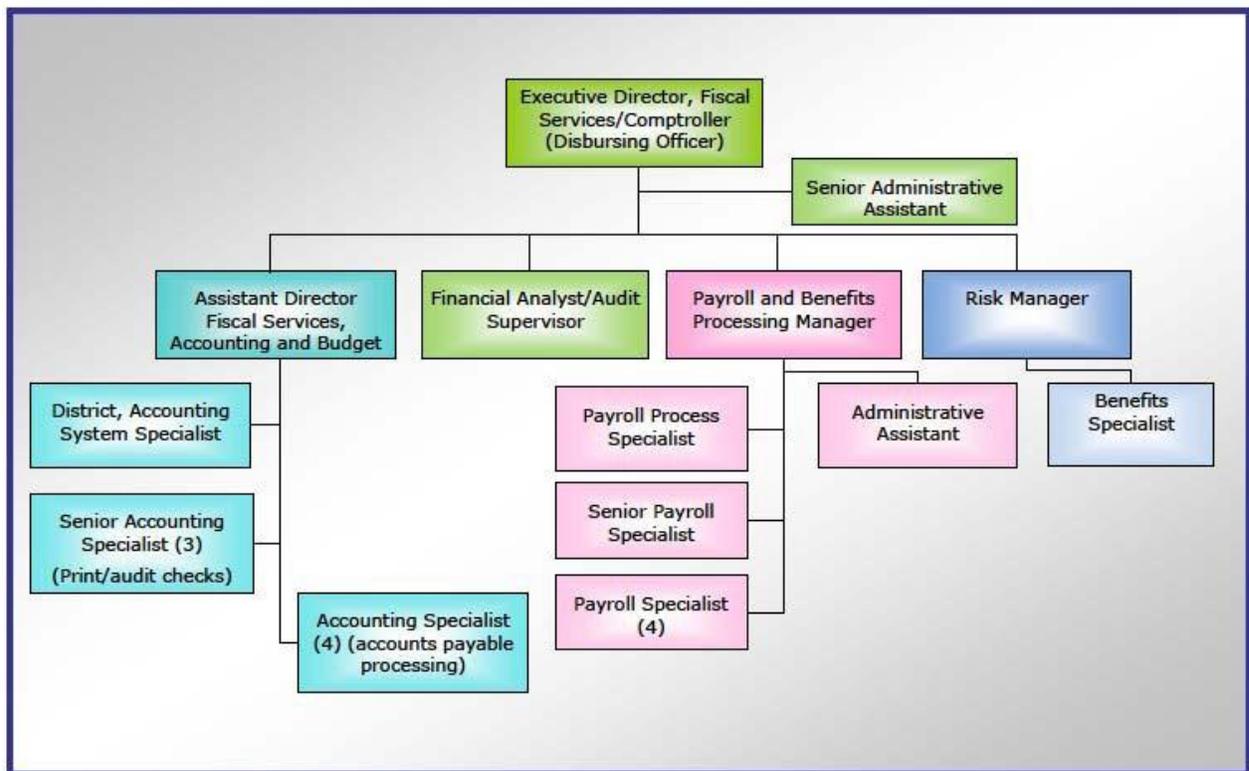
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## Appendix C

### Organizational Chart



South Orange County Community College District  
District Fiscal Services  
Organizational Chart



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## Appendix D

### Executive Director of Fiscal Services/Comptroller Job Description

**EXECUTIVE DIRECTOR OF FISCAL SERVICES/COMPTROLLER – JC #641**  
District Services  
(Classified Management)

#### DEFINITION

To plan, organize, coordinate, administer, direct and control the District-wide fiscal programs, operations and activities, including accounting, budgeting, payroll, risk management, benefits, irrevocable trust funds, investments, and related employee services; serve as the District Disbursing Officer for processing of commercial checks; ensure that programs are operating within the appropriate fiscal parameters and remain in compliance with District, local, State, governmental accounting board statements (GASB) and/or federal requirements; ensure timely and accurate submission of all District financial reports, including the annual financial audit and adopted budget.

To direct and supervise difficult accounting functions, supervise and evaluate the performance of assigned managerial, professional, technical and support staff; and ensure that Fiscal Services departments maintain strict ethical and legal practices, review procedures and policies periodically and implement improvements; recommend financial policy and procedures.

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 general direction from the Vice Chancellor of Business Services.

Exercises functional and technical supervision over the Accounting and Budget Manager, Payroll & Benefits Manager, Risk Manager, Financial Analyst/Auditor and other personnel as assigned.

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EXAMPLES OF DUTIES - Duties may include, but are not limited to the following:

Plan, develop, organize, coordinate, direct, administer and evaluate the fiscal programs, services, operations and activities of the entire District involving accounting, budgeting, payroll, risk management, benefits, banking, internal fiscal controls, financial analysis, and property/ liability and student insurance programs and claims to ensure the oversight of and integrity of all financial resources of the District, including all funds and accounts.

Maintain proper accounting controls over all District revenue and expenditures, including payroll and OPEB irrevocable trust accounts, assuring recording in accordance with appropriate regulations and including the maintenance of internal controls which identify problems of balancing budgets and accounting records as prescribed by District authorizations; assume responsibility for the chart of accounts (accounting structure) for all funds and accounts for the District, including accurate and timely accounting and reporting; and provide leadership, direction and guidance to fiscal staff at the Colleges and their ancillary organizations.

Forecast short-range and long-range District revenues and expenditures; prepare multi-year financial projections, cash flow and financial analysis for the Vice Chancellor, Board of Trustees, District management, and other interested parties to ensure the District is protected from liability and risk.

Ensure adequate cash available to meet the District's financial obligations and recommend transfers, as appropriate. Project, monitor, and analyze property tax revenues; understand and implement governmental accounting board statements (GASB), accounting advisories, and changes to statements on auditing standards, (SAS).

Direct the preparation of a District-wide annual budget and financial audit, inclusive of all sites and funds; plan and develop fiscal recommendations; present the budget to the Board of Trustees for their approval at public meetings; respond to questions from the Board and District and College administrators regarding budget.

Prepare and review Board agenda items, resolutions, and public notices in accordance with District, State, Federal and Local procedures and regulations.

Ensure that all accounting and budgeting functions of the District are performed according to Title 5, Section 59011 of the California Code of Regulations; ensure the timely and accurate processing of payments, and depositing of all District receipts and income; and ensure the timely and accurate maintenance of all budget and accounting records for the District, both colleges and their ancillary organizations, including Associated Student Government (ASG) and Foundation; authorize expenditures according to District policies and applicable regulations; and establish and maintain audit and internal control practices.

Ensure the timely and accurate preparation, production and distribution of employee payroll checks; ensure the timely processing and records maintenance related to employee leave balances, tax reporting of employee earnings, processing and payment of employee deductions, employee benefit eligibility, employee benefit reconciliation, State Teachers Retirement System (STRS) and Public Employees Retirement System (PERS) membership enrollment, reporting and separation, unemployment insurance filings and employment

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verification.

Serve as the District's primary fiscal contact and liaison with outside, such as banks, auditors, attorneys, County Office of Education, Investment Agencies, JPAs, Orange County Auditor Controllers Office, the State Chancellor's Office, consultants, vendors and agents.

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Sign vendor checks, payment orders, revolving checks, foundation checks, financial aid checks, contracts, and purchase orders as authorized by the Board of Trustees.

Serve as primary executor of wire transfers and payroll documents; prepare Requests for Proposals (RFP), negotiate banking relationships, armored car contracts and audit contracts; participate in District financing agreements, such as Certificates of Participation, Tax Revenue Anticipation Notes (TRANS), Lease/Leasebacks and New Market Tax Credits; serve as the primary contact for District Irrevocable Trust.

Direct the administration of District checking accounts and serve as primary banking relations representative for the District. Direct the collection of receipts and deposit of funds with the County Treasury and various banking institutions including financial wires and reconciliations; and work with external institutions to sell notes and bonds.

Provide responsible financial direction and provision of financial information for collective bargaining negotiations.

Compile and analyze data related to program participation and evaluation; develop organizational structures and work processes that facilitate attainment of established program goals and objectives.

Analyze and recommend financial and business policies, procedures, and funding required to continue programs; prepare and submit budget for assigned functions; review periodic budget reports to compare actuals against forecasts; and provide explanations of variances as necessary.

Develop, implement and maintain appropriate methods and procedures to optimize efficient and effective delivery of services related to assigned functions; monitor and evaluate operations and activities and take corrective actions as necessary.

Direct the appropriate handling of unusual financial problems or deviation from policy or procedures; consult with other District and college administrators, Vice Chancellor of Business Services, staff, and outside agencies.

Review and analyze new legislation affecting financial status of the District and on a variety of financial and business related matters with impact to the District.

Provide technical expertise, information and assistance to the Vice Chancellor of Business Services regarding assigned functions; assist in the formulation and development of District financial policies, procedures and programs; and develop and administer goals, objectives, policies, administrative regulations, and priorities for areas of assignment.

Provide technical expertise and guidance regarding areas of responsibility; research and resolve problems; ensure compliance with established procedures and improve operational functions.

Provide direction, guidance and technical expertise to District and College management and staff in the development, preparation, maintenance and reporting of fiscal records and information, including accounting, budget and payroll records; direct, coordinate and administer the year-end closing process and compilation of

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fiscal year financial statements.

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Direct, manage, instruct, supervise and evaluate the performance of assigned managerial, professional, technical and support staff which oversee management and integrity of all financial resources of the District, such as general accounting, special funds accounting, accounts payable, grants and contracts, risk management, benefits, budgets and special projects; delegate and review assignments and projects; evaluate work products and results; establish and monitor timelines and prioritize work; interview, select and recommend hiring of employees; recommend transfers, reassignment, termination and disciplinary action; motivate staff and resolve conflicts within the group.

Communicate with other fiscal services personnel, District and College administrators and support personnel, representatives of State and federal agencies, other educational institutions, social service organizations, counselors and others to coordinate programs and activities.

Represent the District in Joint Power Authorities for health and welfare plans, property/liability and student insurance; serve on other committees, task forces and work groups outside the District; provide technical expertise concerning the fiscal operations of the District; serve as an active member, chair, and/or resource to Collective Bargaining Negotiations Teams, District Resource Allocation Committee (DRAC), Health and Welfare Committee, accreditation committees, hiring committees, Capital Improvement Committee, Board of Trustees Audit Committee, and other committees, advisory groups, as required; serve as a member of NACUBO, ACBO and other professional organizations; represent the District at national, state, and regional conferences, as appropriate; communicate committee actions, decisions, and matters of import to staff and colleagues; and serve on Board of Director for OPEB Irrevocable Trust (Retirement Board of Authority).

Ensure compliance with District policies and GASB as well as State and federal laws related to assigned programs; review and certify the accuracy of data concerning program participation.

Ensure the timely and accurate preparation, maintenance, distribution of reports, records and questionnaires as required by federal, State, local and District regulations. Direct the preparation financial aid payments, of reimbursement claims for State capital outlay projects, certificates of participation, scheduled maintenance programs, grants and contracts, and mandated cost programs.

Direct the preparation of periodic reports for the Board of Trustees; attend Board meetings as required; supervise the preparation of special financial or statistical research or analysis requested by the Board; direct the timely and accurate preparation and submittal of a variety of statistical and narrative reports, proposals, recommendations and other materials, as needed or requested, including budget reports and annual recap data; coordinate and respond to annual financial audits or special audits such as STRS, Franchise Tax Board, IRS, EDD, Grant or External Funds, State Categorical, or internal audits.

Serve as responsible party for District financial reporting system; develop, coordinate and approve financial computing system framework and modification; maintain current knowledge of changes, concepts, methods, requirements, regulations and policies for assigned programs, including computer programs and software enhancements.

Make oral presentations at various gatherings; conduct workshops to provide specialized information regarding the fiscal services of the District; assure the development and dissemination of information related to new or

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revised automated systems, requirements or regulations affecting fiscal operations and services.

In the absence of the Vice Chancellor of Business Services, participate in Chancellor's cabinet or other meetings to advise and communicate District-wide accounting, financial, or budgetary issues; assume signature responsibility for all District financial reports in the absence of the Vice Chancellor of Business Services as authorized.

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:

A Bachelor's degree from an accredited college or university with major course work in finance, accounting, business administration or a closely related field. A master's degree and/or CPA preferred.

Experience:

At least five years of increasingly responsible leadership experience in the development, organization, and direction of a District-wide or organization-wide range of fiscal and business services in a public education setting, including at least four years in a supervisory capacity. Professional accounting or auditing experience preferred.

Licenses and Other Requirements:

Valid California driver's license.

Knowledge of:

Applicable District policies and local, State and federal laws, codes and regulations.

Budget and Accounting Manual for California Community Colleges and Contracted District Audit Manual for California Community Colleges

Computer systems and software applications related to area of assignment of fiscal management, payroll, and benefits, including capabilities and limitations.

Concepts, methods and current practices of property/liability, student insurance and other loss control programs.

District and College organization, operations and objectives.

Generally accepted accounting and auditing principles (GASB and GAAP).

Interpersonal skills including tact, patience and diplomacy.

Methods and techniques used in financial research, revenue forecasting, and program analysis.

Modern office practices, procedures, methods, and equipment.

Modern principles, practices, methods, and techniques, of finance administration to include accounting,

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budget development and control, property and liability insurance, payroll, cash flow management, investments, internal controls, and benefits administration and risk management.  
Oral and written communication skills.

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Organizational and management practices as applied to analysis and evaluation of assigned fiscal programs, policies and operational needs.

Principles and practices of management, supervision, performance evaluation, and training.

Principles and practices of mathematics, statistics and financial analysis.

Principles and practices of student financial aid programs.

Public speaking and presentation skills.

Ability to:

Administer policies and procedures for areas of assignment.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Analyze, interpret, and evaluate the financial health and stability of the District and make recommendations for corrections, as appropriate.

Collect, compile and analyze data.

Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside of the District.

Develop and recommend financial and business policies and procedures.

Develop, coordinate, and administer the District's budget, inclusive of all funds.

Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

Establish and maintain cooperative and effective working relationships with those contacted in the course of work.

Exercise initiative and work independently with minimum administrative direction.

Forecast current and future revenues and expenditures affecting the District's financial condition, including receipts and disbursements and accruals and deferrals.

Interpret and analyze financial and budget data and draw logical conclusions.

Interpret, apply and explain applicable District policies and procedures.

Interpret, apply and explain applicable local, State and federal laws and regulations.

Make clear and effective public presentations.

Operate computer and applications software, including database management, spreadsheet, word processing and software related to area of assignment.

Operate modern office equipment such as computer, printer, calculator, copier and facsimile machine.

Plan and organize work.

Plan, develop, organize, coordinate, direct, monitor, control and evaluate a wide variety of District-wide fiscal functions and administrative services, operations, programs and activities for a public entity, preferably in public education.

Plan, develop, organize, coordinate, direct, monitor, control and evaluate a wide variety of District-wide fiscal functions and administrative services, operations, programs and activities.

Prepare and administer all revenue and expenditure budgets for all District funds and sites.

Prepare complex and comprehensive financial summaries, statements, reports and analyses. Prepare oral and written complex reports, financial statements, analyses, and recommendations.

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- Relate effectively to people of varied academic, cultural and socioeconomic background using tact, diplomacy and courtesy.
- Select, train, lead, direct, supervise and evaluate the performance of managerial, professional, technical and support personnel.
- Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college Districts.
- Work cooperatively with District Information Technology to develop sound information and reporting systems and procedures related to area of assignment.
- Work independently with minimum administrative direction.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT

Standard office setting. Typically, duties are performed in an office environment while sitting at a desk or computer workstation. Incumbents are subject to contact with others, frequent interruptions, noise from talking or office equipment and demanding legal timelines. At least minimal environmental controls to assure health and comfort.

PHYSICAL DEMANDS

Incumbents regularly sit for long periods, walk short distances on a regular basis, travel to various locations to attend meetings and conduct work, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; see to read fine print and operate computer; hear and understand voices over telephone and in person; and lift, carry, and/or move objects weighing up to 10 pounds.

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Appendix E

OCDE Disbursements Services  
Commercial Checks Audit Process

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Appendix F

Education Code 85266, Community College Fiscal Accountability

**VII. Education Code - EDC**

**VIII. TITLE 3. POSTSECONDARY EDUCATION [66000. - 101060.]**

( Title 3 enacted by Stats. 1976, Ch. 1010. )

**IX. DIVISION 7. COMMUNITY COLLEGES [70900. - 88651.]**

( Division 7 enacted by Stats. 1976, Ch. 1010. )

**X. PART 50. FINANCE [84000. - 85304.]**

( Part 50 enacted by Stats. 1976, Ch. 1010. )

**XI. CHAPTER 8. Expenditures and Appropriations [85220. - 85304.]**

( Chapter 8 enacted by Stats. 1976, Ch. 1010. )

**ARTICLE 5. Warrants [85260. - 85267.]**

( Article 5 enacted by Stats. 1976, Ch. 1010. )

85266.

With the approval of the county superintendent of schools, the governing board of a community college district may cause warrants to be drawn on the county treasury against designated funds, except debt service, of the district in the county treasury in the payment of expenses of the district. The warrants for salary and other types of claims designated by the county superintendent shall be issued by a person designated as the district disbursing officer for the school district on the county treasury in favor of the persons entitled thereto in payment of all claims in designated categories chargeable against the district which have been legally examined, allowed, and ordered paid by the governing board. The district disbursing officer shall issue warrants, using procedures prescribed by the county auditor, on the county treasury for all debts and demands, within categories designated by the county superintendent, against the district when amounts are legally approved. The form of the warrant shall be prescribed by, and approved by, the county auditor or county treasurer having jurisdiction.

The cost of printing warrants may be charged to the district. Notwithstanding Section 84000, except for assessing and tax collecting, the county auditor and county treasurer may charge those districts that draw their own warrants for additional costs which result from the implementation of this section.

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Notwithstanding Section 27005 of the Government Code, or any other provision of law requiring orders for warrants or warrants to be signed by the county superintendent of schools or the county auditor, or both, the county superintendent and county auditor may prescribe alternative procedures for districts to issue warrants. The district disbursing officer shall not be considered a deputy county superintendent of schools or a deputy county auditor. The county treasurer shall pay the warrant in the designated category, if district funds are available.

County officers shall not be responsible for providing reports, statements, or other data relating to, or based on, the designated payments of expenses of the district. Those districts issuing warrants, as provided by this section, shall provide the county superintendent of schools, in the form prescribed by the county superintendent, with the data necessary to make retirement reports and other reports required of him or her by law. All warrants, vouchers, and supporting documents shall be kept by school districts that draw their own warrants in those designated categories.

The county superintendent shall provide for a periodic review of the districts' financial transactions and internal controls pursuant to Section 85237.5.

County superintendents of schools may provide fiscal, budgetary, and data-processing services through contractual agreements to community college districts that have been determined to be fiscally accountable under the provisions of this section.

The person authorized by the governing board of the district to issue warrants, pursuant to this section, shall execute an official bond in an amount fixed by the governing board conditioned upon the faithful performance of his or her duties under this section. A county superintendent or county auditor shall not be liable under the terms of their bonds or otherwise for any warrant issued pursuant to this section. This section shall not be construed as impairing the obligation of any contract in the bond of such officer in effect on January 1, 1977.

A listing of the warrants issued under this section by each community college district shall be forwarded to the county auditor having jurisdiction, upon his or her request, and to the county superintendent of schools having jurisdiction over the district on the same day warrants are issued. The listing, which may be magnetic tape, punched cards, or in other form, shall report, among other things, the warrant number, date of the warrant, amount of the warrant, the name of the payee, and the fund on which drawn. The form and content of the warrant listing shall be as prescribed by the county auditor or county superintendent and approved by the county auditor or county superintendent having jurisdiction.

Each district which issues warrants pursuant to this section shall furnish monthly to the county superintendent of schools and the county auditor of the county of jurisdiction, upon his or her request, a statement showing for the current fiscal year to date, for each

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required expenditure classification, the amount budgeted, actual expenditures, encumbrances and unencumbered balances.

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In order to obtain the approval of the county superintendent of schools and county auditor for fiscally accountable status, the governing board of a community college district shall file a written application with the county superintendent of schools and county auditor having jurisdiction on forms which the county superintendent shall prescribe. Upon receipt of an application from the district, the county superintendent shall cause an audit to be made of the district's management and accounting controls, in accordance with standards prescribed by him or her, by an independent certified public accountant or public accountant approved by the county superintendent, who shall report his or her findings and recommendations to the county superintendent and to the applicant district. The audit report may include Department of Finance guidelines and other assessments of fiscal management as required by the county superintendent or the audit may be the report of the annual district audit pursuant to Section 84040 if that is acceptable to the county superintendent of schools. The cost of the audit required in support of a district's application for fiscal accountability shall be borne by the applicant district.

The county superintendent and county auditor shall review the district's application and report of financial management and control and may approve the application if they find the management and accounting controls of the district to be adequate. If the county superintendent and county auditor determine that such management and accounting controls are inadequate, they shall disapprove the application.

A district that applies for fiscal accountability status shall file its written application with the county superintendent of schools on or before September 1. The required audit of financial management and accounting controls shall be filed on or before January 1. When a district's application for fiscal accountability status has been approved by the county superintendent of schools and county auditor, the issuance of warrants by the district pursuant to this section shall be effective at the beginning of a fiscal year, provided that approval had been made prior to the preceding first day in March. If disapproved, the county superintendent of schools shall state the specific steps which are required to be taken by the applicant district to receive approval and these changes shall be certified as completed by an independent certified public accountant or public accountant before the county superintendent shall approve the application. If at any time the county superintendent of schools or the county auditor determines that the financial management or accounting controls of the district have become inadequate, either officer may revoke approval for fiscal accountability status effective immediately.

*(Amended by Stats. 1981, Ch. 470, Sec. 314.)*

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Designation of District Disbursing Officer  
**ACTION:** Approval

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### **BACKGROUND**

In order to become fiscally accountable from the Orange County Office of Education (ODCE) for commercial checks and pursuant to Education Code 85266, the Governing Board must designate a District Disbursing Officer. The role and responsibilities of the District's Disbursing Officer shall include independent access to the Governing Board, Chancellor and legal counsel and the authority to follow the advice of counsel in reference to determining the legal expenditures of the District.

### **STATUS**

The position description for the Executive Director, Fiscal Services/Comptroller has been revised to include the District Disbursing Officer designation (EXHIBIT A). All functions were already represented in the job duties and, therefore, this will not change the salary range for the position.

The District Disbursing Officer shall issue checks using procedures prescribed by the OCDE Disbursements Services and the County Auditor on the County Treasury for all debts and demands against the District when amounts are legally approved.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the designation of the Executive Director, Fiscal Services/Comptroller as the District Disbursing Officer.

**EXECUTIVE DIRECTOR OF FISCAL SERVICES/COMPTROLLER – JC #641**

District Services  
(Classified Management)

DEFINITION

To plan, organize, coordinate, administer, direct and control the District-wide fiscal programs, operations and activities, including accounting, budgeting, payroll, risk management, benefits, irrevocable trust funds, investments, and related employee services; serve as the District Disbursing Officer for processing of commercial checks; ensure that programs are operating within the appropriate fiscal parameters and remain in compliance with District, local, State, governmental accounting board statements (GASB) and/or federal requirements; ensure timely and accurate submission of all District financial reports, including the annual financial audit and adopted budget.

To direct and supervise difficult accounting functions, supervise and evaluate the performance of assigned managerial, professional, technical and support staff; and ensure that Fiscal Services departments maintain strict ethical and legal practices, review procedures and policies periodically and implement improvements; recommend financial policy and procedures.

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 general direction from the Vice Chancellor of Business Services.

Exercises functional and technical supervision over the Accounting and Budget Manager, Payroll & Benefits Processing Manager, Risk Manager, Financial Analyst/Auditor and other personnel as assigned.

EXAMPLES OF DUTIES - Duties may include, but are not limited to the following:

Plan, develop, organize, coordinate, direct, administer and evaluate the fiscal programs, services, operations and activities of the entire District involving accounting, budgeting, payroll, risk management, benefits, banking, internal fiscal controls, financial analysis, and property/ liability and student insurance programs and claims to ensure the oversight of and integrity of all financial resources of the district, including all funds and accounts.

Maintain proper accounting controls over all District revenue and expenditures, including payroll and OPEB irrevocable trust accounts, assuring recording in accordance with appropriate regulations and including the maintenance of internal controls which identify problems of balancing budgets and accounting records as prescribed by District authorizations; assume responsibility for the chart of accounts (accounting structure) for all funds and accounts for the district, including accurate and timely accounting and reporting; and provide leadership, direction and guidance to fiscal staff at the Colleges and their ancillary organizations.

Forecast short-range and long-range District revenues and expenditures; prepare multi-year financial projections, cash flow and financial analysis for the Vice Chancellor, Board of Trustees, District management, and other interested parties to ensure the District is protected from liability and risk.

Ensure adequate cash available to meet district financial obligations and recommend transfers, as appropriate. Project, monitor, and analyze property tax revenues; understand and implement governmental accounting board statements (GASB), accounting advisories, and changes to statements on auditing standards, (SAS).

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Executive Director of Fiscal Services/Comptroller  
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Direct the preparation of a District-wide annual budget and financial audit, inclusive of all sites and funds; plan and develop fiscal recommendations; present the budget to the Board of Trustees for their approval at public meetings; respond to questions from the Board and District and College administrators regarding budget.

Prepare and review Board agenda items, resolutions, and public notices in accordance with district, state, federal and local procedures and regulations.

Ensure that all accounting and budgeting functions of the District are performed according to Title 5, Section 59011 of the California Code of Regulations; ensure the timely and accurate processing of payments, and depositing of all district receipts and income; and ensure the timely and accurate maintenance of all budget and accounting records for the District, both colleges and their ancillary organizations, including Associated Student Government (ASG) and Foundation; authorize expenditures according to District policies and applicable regulations; and establish and maintain audit and internal control practices.

Ensure the timely and accurate preparation, production and distribution of employee payroll checks; ensure the timely processing and records maintenance related to employee leave balances, tax reporting of employee earnings, processing and payment of employee deductions, employee benefit eligibility, employee benefit reconciliation, State Teachers Retirement System (STRS) and Public Employees Retirement System (PERS) membership enrollment, reporting and separation, unemployment insurance filings and employment verification.

Serve as the District's primary fiscal contact and liaison with outside, such as banks, auditors, attorneys, County Office of Education, Investment Agencies, JPAs, Orange County Auditor Controllers Office, the State Chancellor's Office, consultants, vendors and agents.

Sign vendor checks, payment orders, revolving checks, foundation checks, financial aid checks, contracts, and purchase orders as authorized by the Board of Trustees.

Serve as primary executor of wire transfers and payroll documents; prepare Requests for Proposals (RFP), negotiate banking relationships, armored car contracts and audit contracts; participate in District financing agreements, such as Certificates of Participation, Tax Revenue Anticipation Notes (TRANS), Lease/Leasebacks and New Market Tax Credits; serve as the primary contact for District Irrevocable Trust.

Direct the administration of district checking accounts and serve as primary banking relations representative for the District. Direct the collection of receipts and deposit of funds with the County Treasury and various banking institutions including financial wires and reconciliations; and work with external institutions to sell notes and bonds.

Provide responsible financial direction and provision of financial information for collective bargaining negotiations.

Compile and analyze data related to program participation and evaluation; develop organizational structures and work processes that facilitate attainment of established program goals and objectives.

Analyze and recommend financial and business policies, procedures, and funding required to continue programs; prepare and submit budget for assigned functions; review periodic budget reports to compare actuals against forecasts; and provide explanations of variances as necessary.

Develop, implement and maintain appropriate methods and procedures to optimize efficient and effective delivery of services related to assigned functions; monitor and evaluate operations and activities and take corrective actions as necessary.

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Executive Director of Fiscal Services/Comptroller  
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Direct the appropriate handling of unusual financial problems or deviation from policy or procedures; consult with other District and college administrators, Vice Chancellor of Business Services, staff, and outside agencies.

Review and analyze new legislation affecting financial status of the District and on a variety of financial and business related matters with impact to the District.

Provide technical expertise, information and assistance to the Vice Chancellor of Business Services regarding assigned functions; assist in the formulation and development of District financial policies, procedures and programs; and develop and administer goals, objectives, policies, administrative regulations, and priorities for areas of assignment.

Provide technical expertise and guidance regarding areas of responsibility; research and resolve problems; ensure compliance with established procedures and improve operational functions.

Provide direction, guidance and technical expertise to District and College management and staff in the development, preparation, maintenance and reporting of fiscal records and information, including accounting, budget and payroll records; direct, coordinate and administer the year-end closing process and compilation of fiscal year financial statements.

Direct, manage, instruct, supervise and evaluate the performance of assigned managerial, professional, technical and support staff which oversee management and integrity of all financial resources of the District, such as general accounting, special funds accounting, accounts payable, grants and contracts, risk management, benefits, budgets and special projects; delegate and review assignments and projects; evaluate work products and results; establish and monitor timelines and prioritize work; interview, select and recommend hiring of employees; recommend transfers, reassignment, termination and disciplinary action; motivate staff and resolve conflicts within the group.

Communicate with other fiscal services personnel, District and College administrators and support personnel, representatives of State and federal agencies, other educational institutions, social service organizations, counselors and others to coordinate programs and activities.

Represent the District in Joint Power Authorities for health and welfare plans, property/liability and student insurance; serve on other committees, task forces and work groups outside the district; provide technical expertise concerning the fiscal operations of the District; serve as an active member, chair, and/or resource to Collective Bargaining Negotiations Teams, District Resource Allocation Committee (DRAC), Health and Welfare Committee, accreditation committees, hiring committees, Capital Improvement Committee, Board of Trustees Audit Committee, and other committees, advisory groups, as required; serve as a member of NACUBO, ACBO and other professional organizations; represent the district at national, state, and regional conferences, as appropriate; communicate committee actions, decisions, and matters of import to staff and colleagues; and serve on Board of Director for OPEB Irrevocable Trust (Retirement Board of Authority).

Ensure compliance with District policies and GASB as well as State and federal laws related to assigned programs; review and certify the accuracy of data concerning program participation.

Ensure the timely and accurate preparation, maintenance, distribution of reports, records and questionnaires as required by federal, State, local and District regulations. Direct the preparation financial aid payments, of reimbursement claims for State capital outlay projects, certificates of participation, scheduled maintenance programs, grants and contracts, and mandated cost programs.

Direct the preparation of periodic reports for the Board of Trustees; attend Board meetings as required; supervise the preparation of special financial or statistical research or analysis requested by the Board; direct the timely and

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accurate preparation and submittal of a variety of statistical and narrative reports, proposals, recommendations and other materials, as needed or requested, including budget reports and annual recap data; coordinate and respond to annual financial audits or special audits such as STRS, Franchise Tax Board, IRS, EDD, Grant or External Funds, State Categorical, or internal audits.

Serve as responsible party for District financial reporting system; develop, coordinate and approve financial computing system framework and modification; maintain current knowledge of changes, concepts, methods, requirements, regulations and policies for assigned programs, including computer programs and software enhancements.

Make oral presentations at various gatherings; conduct workshops to provide specialized information regarding the fiscal services of the District; assure the development and dissemination of information related to new or revised automated systems, requirements or regulations affecting fiscal operations and services.

In the absence of the Vice Chancellor of Business Services, participate in Chancellor's cabinet or other meetings to advise and communicate District-wide accounting, financial, or budgetary issues; assume signature responsibility for all District financial reports in the absence of the Vice Chancellor of Business Services as authorized.

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:

Bachelor's degree from an accredited college or university with major course work in finance, accounting, business administration or a closely related field. A master's degree and/or CPA preferred.

#### Experience:

At least five years of increasingly responsible leadership experience in the development, organization, and direction of a district-wide or organization-wide range of fiscal and business services in a public education setting, including at least four years in a supervisory capacity. Professional accounting or auditing experience preferred.

#### Licenses and Other Requirements:

Valid California driver's license.

#### Knowledge of:

Applicable District policies and local, State and federal laws, codes and regulations.

Budget and Accounting Manual for California Community Colleges and Contracted District Audit Manual for California Community Colleges

Computer systems and software applications related to area of assignment of fiscal management, payroll, and benefits, including capabilities and limitations.

Concepts, methods and current practices of property/liability, student insurance and other loss control programs.

District and College organization, operations and objectives.

Generally accepted accounting and auditing principles (GASB and GAAP).

Interpersonal skills including tact, patience and diplomacy.  
Methods and techniques used in financial research, revenue forecasting, and program analysis.  
Modern office practices, procedures, methods, and equipment.  
Modern principles, practices, methods, and techniques, of finance administration to include accounting, budget development and control, property and liability insurance, payroll, cash flow management, investments, internal controls, and benefits administration and risk management.  
Oral and written communication skills.  
Organizational and management practices as applied to analysis and evaluation of assigned fiscal programs, policies and operational needs.  
Principles and practices of management, supervision, performance evaluation, and training.  
Principles and practices of mathematics, statistics and financial analysis.  
Principles and practices of student financial aid programs.  
Public speaking and presentation skills.

Ability to:

Administer policies and procedures for areas of assignment.  
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.  
Analyze, interpret, and evaluate the financial health and stability of the District and make recommendations for corrections, as appropriate.  
Collect, compile and analyze data.  
Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside of the District.  
Develop and recommend financial and business policies and procedures.  
Develop, coordinate, and administer the District's budget, inclusive of all funds.  
Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.  
Establish and maintain cooperative and effective working relationships with those contacted in the course of work.  
Exercise initiative and work independently with minimum administrative direction.  
Forecast current and future revenues and expenditures affecting the District's financial condition, including receipts and disbursements and accruals and deferrals.  
Interpret and analyze financial and budget data and draw logical conclusions.  
Interpret, apply and explain applicable District policies and procedures.  
Interpret, apply and explain applicable local, State and federal laws and regulations.  
Make clear and effective public presentations.  
Operate computer and applications software, including database management, spreadsheet, word processing and software related to area of assignment.  
Operate modern office equipment such as computer, printer, calculator, copier and facsimile machine.  
Plan and organize work.  
Plan, develop, organize, coordinate, direct, monitor, control and evaluate a wide variety of District-wide fiscal functions and administrative services, operations, programs and activities for a public entity, preferably in public education.  
Plan, develop, organize, coordinate, direct, monitor, control and evaluate a wide variety of District-wide fiscal functions and administrative services, operations, programs and activities.  
Prepare and administer all revenue and expenditure budgets for all district funds and sites.  
Prepare complex and comprehensive financial summaries, statements, reports and analyses.  
Prepare oral and written complex reports, financial statements, analyses, and recommendations.

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Relate effectively to people of varied academic, cultural and socioeconomic background using tact, diplomacy and courtesy.

Select, train, lead, direct, supervise and evaluate the performance of managerial, professional, technical and support personnel.

Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.

Work cooperatively with District Information Technology to develop sound information and reporting systems and procedures related to area of assignment.

Work independently with minimum administrative direction.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT

Standard office setting. Typically, duties are performed in an office environment while sitting at a desk or computer workstation. Incumbents are subject to contact with others, frequent interruptions, noise from talking or office equipment and demanding legal timelines. At least minimal environmental controls to assure health and comfort.

PHYSICAL DEMANDS

Incumbents regularly sit for long periods, walk short distances on a regular basis, travel to various locations to attend meetings and conduct work, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; see to read fine print and operate computer; hear and understand voices over telephone and in person; and lift, carry, and/or move objects weighing up to 10 pounds.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Division of State Architect (DSA) Resident Inspector,  
Inspection Services

**ACTION:** Approval

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### **BACKGROUND**

The District employs Division of State Architect (DSA) Inspection services at various times for capital improvement projects. A DSA Resident Inspector will provide on-going services including acting as a liaison with the DSA, provide oversight for smaller miscellaneous projects and provide consistency between larger projects. The District selects professional services on demonstrated competence and professional qualifications necessary for satisfactory performance.

### **STATUS**

On May 21 and 28, 2013, SOCCCD ran a newspaper advertisement for consideration of a DSA Resident Inspector. Additional marketing efforts included placing a copy of the "Requests for Qualification and Proposals" (RFQ&P) on the District's website and providing notice to eleven firms that previously expressed interest in this work.

On June 6, 2013, twelve proposals (EXHIBIT A) were received and members of the District Services and both College Facilities departments joined as a selection committee to evaluate the submittals. On July 17, 2013, the top five individuals were interviewed with Todd Robinson of Todd's Inspection Testing Service and Associates selected as the recommendation to the Board for a total contract value of \$175,000 (EXHIBIT B).

Funds for these services have been approved through the Basic Aid allocation distribution process for a total of \$175,000.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Agreement with Todd's Inspection Testing Service and Associates through August 26, 2014 for the DSA Resident Inspection services with four-one year options for renewal and a contract value for the first year of \$175,000.

**BID NO. 304D**  
**DSA Inspections Services Pool and**  
**RFP&Q for Resident Inspector**  
**SOCCCD**

<u>COMPANY NAME</u>	<u>CITY</u>	<u>RESIDENT INSPECTOR</u>	<u>SUBMITTOR'S NAME</u>
LCC3 Construction Services	Ontario, CA	Daryl Koroluck	Ed Cunningham
Sandy Pringle Associates Inspection Consultants – SPAIC	Torrance, CA	Don Prueitt	Sandy Pringle
Blue Coast Consulting	Del Mar, CA	Bob Clark	Jason Maletic
TYR	Long Beach, CA	Rob Campbell	Youssef Sobhi
TGC – The “G” Crew	Glendale, CA	David Crump	Ella Daya
*Todd’s Inspection Testing Service and Associates	San Pedro, CA	Todd Robinson	Todd Robinson
BPI Inspection Service	Los Angeles, CA	Rick Fesler	Bob Payinda
State Consulting & Inspection Services	San Diego, CA	August Mathias	Charlie Chance
Consulting & Inspection Service, LLC	San Marcos, CA	David Schuyler	Kent K. Schafer
Knowland Construction Services	Rancho Palos Verdes, CA	Matt Bangert	Christopher Knowland
Patmos Engineering & Inspection Corp.	Huntington Beach, CA	Brian Berry	Kamel Tadros
RFK Inspection Services, Inc.	Rancho Cucamonga, CA	Rick Fesler	Rick Fesler

\* Recommended for DSA Resident Inspector Services

## AGREEMENT RESIDENT INSPECTOR, DSA INSPECTION SERVICES, DISTRICT

This AGREEMENT is hereby entered into between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and Todd's Inspection Testing Service and Associates, 1625 Centre Street, San Pedro, CA 90731, (310)678-0270, 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:

### BASIC SERVICES

CONSULTANT will provide Resident Inspector services (RI) and DSA Inspector of Record (IOR) services as required by Section 34 of the California Administrative Code, Title 21, Public Works, for projects assigned by the District.

Relationship of CONSULTANT to Other Project Participants. CONSULTANT 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 design, 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 and construction documents for the Project, which are and remain that of the Architect. In accordance with the scope of work described herein, the CONSULTANT shall be responsible for assisting the DISTRICT in the selection and retention of DSA Inspector of Records and Testing and Inspection Service providers and generally coordinating the services of the Inspector and Test/Inspection Service providers; the CONSULTANT is not, however, responsible for the completeness or accuracy of the work product or services provided by the Inspector or Test/Inspection Service Providers.

CONSULTANT Standard of Care. CONSULTANT shall provide the Basic Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms hereof and applicable law, code, rule or regulation. CONSULTANT's services hereunder 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 design, bidding, construction, and close out. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.

Key Individual Assignments. The CM has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate Todd Robinson as Resident Inspector. So long as his performance continues to be acceptable to the DISTRICT, this named individual shall remain assigned to the Project. If dissatisfied with any performance, DISTRICT has the right and can be expected to request replacement. Additionally, the CONSULTANT must furnish the name of all other key people in the Firm that will be associated with the Work.

## DISTRICT RESPONSIBILITIES

DISTRICT Information. The DISTRICT shall provide full information regarding the Projects, including the DISTRICT's objectives, schedule requirements, and other constraints and requirements which may affect the Project Budgets, time for completion of Project Construction, or Project scope.

DISTRICT Representative. The DISTRICT shall designate a representative to act on the DISTRICT's behalf with respect to each of the Projects and who shall be authorized to render decisions on behalf of the DISTRICT and to carry out the DISTRICT's responsibilities under this Agreement, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of the Projects and other obligations hereunder. Until a specific Project Manager has been assigned, the primary DISTRICT Representative is:

**Brandye K. D'Lena**, Executive Director of Facilities Planning and Purchasing

If the DISTRICT observes or otherwise becomes aware of any fault or defect in the CONSULTANT's services, the District shall give prompt written notice thereof to the CONSULTANT.

Tests/Inspections. In accordance with applicable law, rule or regulation, the DISTRICT shall: (a) retain a Project Inspector (“Inspector”) to provide construction observations as required by applicable laws, rules, or regulations; and (b) retain Test/Inspection service providers to conduct Construction Phase tests/inspections of materials/equipment forming a part of the Project as required by applicable law, rule, or regulation. The foregoing notwithstanding, as set forth below, the Basic Services of the CONSULTANT include assistance to the DISTRICT in identifying, selecting, and retaining the Inspector and Test/Inspection Service providers.

Project Documents will typically be available at the Project IORs trailer. At the request of the CONSULTANT, sufficient copies of the Project documents shall be furnished to the CONSULTANT to permit the timely performance of services at the DISTRICT’s expense.

#### SCOPE OF WORK

The Resident Inspector services shall include but not limited to the following:

1. Provide RI services to insure compliance with code, plans, specifications and quality control required of educational facilities,
2. Provide oversight for all projects requiring DSA involvement up to and including recommendations to Project Inspector (IOR) for issuance of correction and stop work notices if work does not conform to contract documents,
3. Participate in the constructability review of project documents with design/contracting Firm, District and College representatives including review of general and special conditions and adherence with College standards.
4. Coordinate district level oversight with District or College Project Manager and all project Architects/Engineers, Construction Managers, Testing Labs, DSA and other regulatory agencies and governing bodies as necessary to maintain project continuity,
5. Prior to commencement of work, coordinate with the assigned IOR to develop an inspection plan for the project construction.
6. Assist with the selection process for DSA IORs, testing laboratories and special inspectors on future projects, and ;
7. Act as liaison with DSA Field Engineers,

8. Provide information to all active DISTRICT IORs relative to updates on DSA procedures, approaches and regulatory changes,
9. Hold regular inspector meetings and occasionally participate in Project progress meetings,
10. Assist as needed to aid in DSA Project Close Out,
11. Act as DSA IOR for assigned projects as assigned

When acting as DSA IOR services shall include but not be limited to the following tasks:

1. Provide IOR services to insure compliance with code, plans, specifications and quality control required of an educational facility. Issue correction and stop work notices and notify the District and/or Construction Manager in writing if work does not conform to contract document.
2. Participate in the constructability review of project documents with contracting firm, District, and College representatives.
3. Prior to commencement of work, Inspector will cooperate with the District and/or Construction Manager to develop an inspection plan for the construction of the project.
4. Maintain liaison with the A/E, Construction Manager, Testing Lab, DISTRICT and other regulatory agencies and governing bodies as necessary to maintain project continuity.
5. Develop a daily report and submit all to DISTRICT upon project completion including the following information:
  - a. Activities performed by the Contractors, and areas where work is performed.
  - b. Manpower assigned to each Contractor and Subcontractor.
  - c. Weather conditions.
  - d. Equipment and materials delivered to the site.
  - e. Construction equipment and vehicles utilized.
  - f. Nature and location of the work being performed (starting and completion dates for various portions of the work).
  - g. Verbal instruction and clarifications of the work given to the Contractor.
  - h. Inspection by representatives of regulatory agencies.
  - i. Note occurrences or conditions that might affect Contract Sum or Contract Time.

- j. List visitors to the site, titles, and reasons for visit.
  - k. List telephone calls made or received, and a substantial outline of the nature of such calls, including statements or commitments made during the call. Identify the parties calling.
  - l. Record any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
6. Inspector shall comply with all federal, state, county and local governmental requirements.
  7. Review and monitor Contractor's construction methods and procedures during all construction activities, including earthwork, concrete placement, masonry erection, welding procedures, all finishes, electrical, mechanical, fire alarm, etc.
  8. Attend all meetings as required in contract documents and requested by District, i.e., billing meetings, specification review meetings, coordination meetings, weekly progress meetings, pre-roofing meetings, etc.
  9. Assist the Construction Manager and/or District in scheduling all required tests, and testing laboratory visitations required by the Contract documents. Observe and record dates and times of all test procedures.
  10. Inspect, verify, and document Contractor's delivered equipment and materials to insure that they meet submittal and specification requirements. Such inspection must occur within 48 hours of Contractor's delivery of equipment and materials to the job site.
  11. Submit to the District and/or Construction Manager, in a timely manner, a detailed report or request for a clarification whenever any corrective change is necessary in field construction that will result in a variance from the drawings or specifications as originally issued.
  12. Inspect and verify that Contractor's As-Built record documents are updated monthly prior to processing of Contractor's monthly payment request.
  13. Review the Contractor's Payment Requests at billing meetings.

14. When the Contractor's work or a designated portion thereof is substantially complete, prepare for the District a list of incomplete or unsatisfactory items via a "punch list" and submit to the District and/or Construction Manager.
15. Assist the District in the review of Contractor's Submittals.
16. Develop punch list as contractor nears substantial completion and through to final completion.
17. At completion of project, deliver all inspection records and project correspondence to the District.
18. Monitor the filing of DSA reports and other actions required by applicable law, rule or regulation to be undertaken by the Architect, Inspector, or Contractor upon completion of Project construction (DSA Close Out). If the Architect, Inspector, or any Contractor has not filed reports or taken other actions required upon completion of Project construction, the CONSULTANT shall make recommendations to the DISTRICT for measures to secure compliance by the Architect, Inspector, or a Contractor with regard to such requirements. The CONSULTANT will assist the DISTRICT in completion and submission of reports and other actions required to be undertaken by the DISTRICT upon completion of Project construction pursuant to applicable law, rule or regulation or otherwise required to allow the DISTRICT to use/occupy the Project for the purposes intended.

#### ADDITIONAL SERVICES

The services not included in the Scope of Basic Services hereunder. If the DISTRICT requests in writing any Additional Services, CONSULTANT 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" CONSULTANT Services Billing Rates.

1. A Board approved amendment must be fully executed prior to CONSULTANT performing any extra services.
2. The CONSULTANT shall request payment of additional services in a separate line item on the same invoice submitted for regular services in a format pre-approved by the DISTRICT.

3. Such services might include litigation from the filing of a lawsuit, through trial, post-trial motions and all activities up to the notice of appeal, if any.

#### TERM

The term of this Agreement shall commence on August 27, 2013 and shall terminate on August 26, 2014. At the end of this period there will be an option for renewal under the same terms and conditions for four additional one-year periods offered at the DISTRICT's option.

#### COMPENSATION

DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fixed fee not to exceed One Hundred and Seventy Five Thousand dollars and 00/100 (175,000.00) monthly and upon satisfactory completion of the services.

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, from and between the Colleges, travel within the Counties of Los Angeles, Orange, Riverside, San Diego and San Bernardino, insurance and all other overhead/administrative expenses or costs associated with performance of the Basic Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense.

CONSULTANT billing to the DISTRICT for payment shall occur as follows:

1. 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 immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT. Basic services are to be invoiced in 12 equal amounts of \$X monthly.

2. Within thirty (30) days of the date of the District's receipt of CONSULTANT's billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CONSULTANT hereunder on account of any penalty, assessment, liquidated damages or other

amounts withheld by the DISTRICT from payment to the Architect or any Contractor. 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.

3. Reimbursable Expenses incurred by the CONSULTANT and CONSULTANT's employees and CONSULTANTS in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.
  - a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and CONSULTANTS in the interest of the Project.
  - b. Reimbursable expenses shall be expenses in connection with authorized out-of-town travel. CONSULTANT's normal travel expense and meals are excluded.
  - c. Expense of reproductions, except those needed for the use of the CONSULTANT or identified specifically as a deliverable, postage and handling of Drawings, Specifications and other documents including overnight/courier services are reimbursable upon DISTRICT's prior written approval.
  - d. Expenses incurred as a result of leasing a job site trailer shall be included in the monthly payment of the assigned fixed fee.
  - e. 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.

#### INDEPENDENT CONTRACTOR

CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's

employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

#### MATERIALS

CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT including the provisions of a jobsite trailer. Phone services and electricity will be provided by the DISTRICT.

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.

#### ORIGINALITY OF SERVICES

CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services.

#### 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.

*Agreement, Resident Inspector, DSA Inspection Services, District  
August 27, 2013*

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## TERMINATION

DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

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 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.

## HOLD HARMLESS

CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) any injury to or death of any person(s), or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents; and/or

*Agreement, Resident Inspector, DSA Inspection Services, District  
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(b) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

## INDEMNITY AND INSURANCE

No later than date of this contract execution, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

1. Hold Harmless: To the fullest extent permitted by law, CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

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

b. any and all claims for damages because of personal injury or death or damages to property, or other costs and charges, directly or indirectly arising out of or attributable to, in whole or in part, to CONSULTANT's negligent acts, errors and/or omissions in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions of CONSULTANT's sub consultants, employees either directly or by independent contract, or agents in the performance of their obligations as stated in this AGREEMENT whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents; and

c. The coverages of such indemnification shall include, without limitation attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of CONSULTANT's performance and shall survive the expiration or termination of this AGREEMENT until such time as action against DISTRICT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.

2. CONSULTANT shall purchase and maintain insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions

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be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. Statutory workers' compensation and employers' liability, if applicable.
- b. Comprehensive general and auto liability insurance with limits of not less than 1,000,000 per occurrence combined single limit for bodily injury and property damage liability per occurrence, including:
  - i. owned, non-owned and hired vehicles;
  - ii. blanket contractual;
  - iii. broad form property damage;
  - iv. products/completed operations; and
  - v. personal injury.
- c. Each policy of insurance required in (a) and (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.
- d. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."
- e. CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage.

*Agreement, Resident Inspector, DSA Inspection Services, District  
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#### ASSIGNMENT

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

#### 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.

#### 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.

#### 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.

#### 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.

Agreement, Resident Inspector, DSA Inspection Services, District  
August 27, 2013

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#### AFFIRMATIVE ACTION EMPLOYMENT

CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

#### NON WAIVER

The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

#### NOTICE

All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

#### DISTRICT:

South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Attn: Brandye K. D'Lena

#### CONSULTANT:

Todd's Inspection Testing Service and Associates  
1625 Centre Street  
San Pedro, CA 90731  
Attn: Todd Robinson

#### 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.

Agreement, Resident Inspector, DSA Inspection Services, District  
August 27, 2013

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**GOVERNING LAW**

The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

This Agreement is entered into this 27<sup>th</sup> day of August, 2013.

South Orange County Community College District

Todd's Inspection Testing Service and Associates

\_\_\_\_\_  
Dr. Debra L. Fitzsimons  
Vice Chancellor, Business Services

\_\_\_\_\_  
Todd Robinson  
President

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

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

Tax ID # \_\_\_\_\_  
Taxpayer Identification Number

*Agreement, Resident Inspector, DSA Inspection Services, District  
August 27, 2013*

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EXHIBIT A – HOURLY RATES TABLE-TO BE NEGOTIATED

**Fee Schedule**

DSA Resident Inspector \$95.00/hour

DSA Class 1 Inspector \$90.00/hour

DSA Class 2 Inspector \$85.00/hour

DSA Class 3 Inspector \$75.00/hour

DSA Assistant/CWI \$75.00/hour

Travel time per diem rate outside range specified within contract parameters-\$150.00/day

**TO:** Board of Trustees

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

**RE:** SOCCCD: Agreement for Special Services: Atkinson, Andelson, Loya, Ruud & Romo

**ACTION:** Approval

---

### **BACKGROUND**

The District has used the services of the legal firm Atkinson, Andelson, Loya, Ruud & Romo since December 7, 1999. The agreement provides specialized legal services pertaining to labor relations, labor negotiations, and other community college legal matters.

### **STATUS**

The current agreement ended effective June 30, 2013. The new agreement is effective July 1, 2013 through June 30, 2014, with hourly rate changes as follows: Senior Partners \$285.00 (an increase of \$10.00), Partners \$265.00 (an increase of \$10.00), Senior Associates \$265.00 (an increase of \$10.00), Associates \$235.00 (an increase of \$10.00), Senior Paralegals \$155.00 (an increase of \$10.00), Paralegals and Legal Assistants \$150.00 (an increase of \$10.00). The law firm shall bill in tenth-hour increments. The fees for legal services are based on time spent according to the rate schedule.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the retainer agreement (Exhibit A) with Atkinson, Andelson, Loya, Ruud & Romo, effective July 1, 2013 through June 30, 2014.

## AGREEMENT FOR SPECIAL SERVICES

### I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2013, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as "Attorney" or the "Law Firm" and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

### II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. Attorney agrees to provide legal services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

### III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing July 1, 2013, through June 30, 2014. For the period July 1, 2013, through June 30, 2014, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	\$285.00
Partners/Senior Counsel	\$265.00
Senior Associates	\$265.00
Associates	\$235.00
Non-Legal Consultants	\$160.00
Senior Paralegals/Law Clerks	\$155.00
Paralegals/Legal Assistants	\$150.00

The Law Firm shall bill in quarter-hour increments.

B. Agreements for legal fees at other than the hourly rates set forth above may be made by written mutual agreement for special projects or particular scopes of work. In the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

#### **IV. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS**

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement. Although the Law Firm has a financial interest in the work performed by these consultants, the Law Firm is not suggesting or recommending the District utilize consultant services but, rather, offers their services as an accommodation to the District at its sole discretion.

#### **V. CONSENT TO LAW FIRM COMMUNICATION**

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal

concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right of unsubscribe at any time.

**VI. ARBITRATION**

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

**VII. DURATION**

This Agreement shall be effective July 1, 2013, through June 30, 2014, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

**VIII. EXECUTION DATE**

This Agreement is entered into this 1st day of July, 2013.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
WARREN S. KINSLER

“District”

SOUTH ORANGE COUNTY COMMUNITY COLLEGE  
DISTRICT

Dated: \_\_\_\_\_

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

**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.

### 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 – 2013 Annual Convention and Partner Conference San Francisco, CA	11/21- 11/23/13 (3)	\$1,700.00	no	

\* The figure in parentheses is the estimated number of nights lodging

\*\* The amount listed includes estimated airfare, lodging, meals, and other expenditures

**TO:** Board of Trustees

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

**RE:** SOCCCD: Authorization of Payment to Trustee Absent from Board Meeting

**ACTION:** Approval

---

**BACKGROUND**

Education Code Section 72024 (d) was amended to read "A member (of the Board of Trustees) may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board. This compensation shall be a charge against the funds of the district."

**STATUS**

Trustee James Wright was absent from the July 22, 2013 board meeting due to a personal necessity.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt resolution 13-29 (Exhibit A) authorizing payment to Trustee Wright who was absent from the July 22, 2013 meeting of the Board of Trustees.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

**RESOLUTION AUTHORIZING PAYMENT TO TRUSTEE ABSENT  
FROM BOARD MEETING**

**RESOLUTION 13-29**

Section 72024 (d) provides that "A member (of the Board of Trustees) may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board. This compensation shall be a charge against the funds of the district;" and

WHEREAS, on July 22, 2013, the Board of Trustees of the South Orange County Community College District held a meeting; and

WHEREAS, Trustee James Wright could not be present at the meeting; and

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

NOW, THEREFORE, BE IT RESOLVED that Trustee James Wright shall be paid at the regular rate of compensation for the meeting of the Board of Trustees held on Monday, July 22, 2013.

**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**  
**August 26, 2013**

**SADDLEBACK COLLEGE**

<b>Gift</b>	<b>Donated By:</b>
44 Hardback and 29 Paperback books	Charles H. Hammer 923 B Avenida Majorra Laguna Woods, California 92637
71 Hardback and 59 Paperback books	Howard Gensler Social Sciences Department Saddleback College
77 Hardback and 91 Paperback books	Pascal Stalder 26112 Rio Grande Avenue Laguna Hills, California 92653
BigTex Trailer 1999	Clifford Meyer 413 Calle Neblina San Clemente, California 92672
Lighting Equipment	Robin Blanchard 24072 Via Madrugada Mission Viejo, California 92692

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Purchase Orders/Confirming Requisitions  
**ACTION:** Approval

---

**BACKGROUND**

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

**STATUS**

Purchase orders processed in accordance with the general priorities of the adopted budget and numbered P13-04488 through P13-04493 amounting to \$3,426.34 and P14-00520 through P14-01130 amounting to \$7,084,431.04 are submitted to the Board of Trustees for approval. Confirming requisitions dated July 2, 2013 through August 6, 2013 totaling \$5,087,462.27 are also submitted.

**RECOMMENDATION**

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

**Includes P13-04488 - P13-04493**

PO Number	Vendor Name	Loc	Description	Account Amount
P13-04488	ORANGE COUNTY REGISTER		Bid ad 306D RFQ & P commissioning pool	1,062.00
P13-04489	SAFELITE AUTO GLASS CORP.		Replace windshield	222.81
P13-04490	DAVID PUFAHL dba NEW VISION CO NSTRUCTION		Repair tennis court restroom walls	1,597.62
P13-04491	DHARMA TRADING CO.		Emeritus silk dyes/based resist/fan	223.41
P13-04492	OFFICE MAX A BOISE COMPANY		Office supplies for fund 40 bpa's	60.67
P13-04493	GRAINGER PARTS OPERATIONS		Stain rack supplies	259.83
<b>Total Number of POs</b>			<b>6</b>	<b>Total</b>
				<b><u>3,426.34</u></b>

**Fund Summary**

Fund	Description	PO Count	Amount
01	General Fund	5	3,365.67
40	Capital Outlay Fund	1	60.67
		<b>Total</b>	<b><u>3,426.34</u></b>

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

Includes P14-00520 - P14-01130				
PO Number	Vendor Name	Loc	Description	Account Amount
P14-00520	THE LAB DEPOT		Biology trays	328.50
P14-00521	XEROX CORPORATION		Xerox machine lease	4,000.00
P14-00522	BEST WINDOW TINTING, INC.		Window tinting for VPI office	395.00
P14-00523	CONSTELLATION NEWENERGY		2013-2014 natural gas supply	555,000.00
P14-00524	REAL VOLLEYBALL		Women's volleyball gear	5,787.18
P14-00525	ASSOCIATION OF HIGHER EDUCATIO N FACILITIES OFFICERS		APPA membership	1,440.75
P14-00526	AACRAO MEMBERSHIP		Annual ACCRAO institutional membership	1,030.00
P14-00527	HOME DEPOT MISSION VIEJO STORE #614		Hardware, cleaning supplies, storage containers	200.00
P14-00528	HOME DEPOT TUSTIN STORE # 603		ATEP building supplies	1,000.00
P14-00529	HOME DEPOT MISSION VIEJO STORE #614		Student project supplies: greenhouse items	200.00
P14-00530	IRVINE PIPE & SUPPLY		ATEP plumbing supplies	300.00
P14-00531	NAFSA MEMBERSHIP DEPT.		NAFSA annual membership	399.00
P14-00532	DAVID PUFAHL dba NEW VISION CO NSTRUCTION		Remodel AGB128 and 130	4,728.04
P14-00533	HOME DEPOT MISSION VIEJO STORE #614		Open PO for Home Depot	500.00
P14-00534	XEROX CORPORATION ATTN: ARDIE HOOD		Lease/maintenance for division walk-up copiers	127,113.32
P14-00535	XEROX CORPORATION		Xerox maintenance services for custodial area	400.00
P14-00536	MEDCO SUPPLY COMPANY		Athletic training supplies	8,196.25
P14-00537	OFFICE MAX A BOISE COMPANY		Office supplies for fund 40 bpa's	162.00
P14-00538	BUILT RITE INDUSTRIES, LLC.		Storage unit wheels	3,006.74
P14-00539	ALL TECH SERVICE		Blanket PO for AV Equip Repairs	1,000.00
P14-00540	4C2S2A ANNUAL CONFERENCE ABB IE PATTERSON, CSSO		Membership dues	300.00
P14-00541	SCHOOL HEALTH SUPPLY CO.		Athletic training supplies	395.85
P14-00542	APPLIED INDUSTRIAL TECHNOLOGI ES		HVAC supplies	750.00
P14-00544	AT&T MOBILITY GOVERNMENT SALES		Fax lines for trustees	1,000.00
P14-00545	PACIFIC PARKING SYSTEMS, INC.		Maintenance parking dispensers	5,040.00
P14-00546	ACCREDITING COMMISSION FOR COM MUNITY & JUNIOR COLLEGES		ACCJC annual dues	20,159.00
P14-00547	DABCO, INC.		Video view of pipes in p.e. women's locker room	1,000.00
P14-00548	U.S. GREEN BUILDING COUNCIL SA N DIEGO CHAPTER		Subscription to u.s. green building council	160.00
P14-00549	GRANICUS, INC.		Managed software service - board meetings	12,900.00
P14-00550	GRANICUS, INC.		Managed software service - votecast	8,382.00
P14-00551	BARKSHIRE LASER LEVELING, INC.		Annual laser level softball & baseball fields	3,300.00
P14-00552	MAIN GRAPHICS		Business cards	37.80

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

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Includes P14-00520 - P14-01130

PO Number	Vendor Name	Loc	Description	Account Amount
P14-00553	PACIFIC CLIPPINGS		Media clipping service for Nina Welch - PI officer	708.00
P14-00554	SIGMA-ALDRICH CHEMICAL CO.		Chemicals for biology	1,531.44
P14-00555	CCUPCA (CALIFORNIA COLLEGE & U NIV POLICE CHIEFS ASSOC)		2013-2014 membership	100.00
P14-00556	ORACLE AMERICA, INC.		Oracle directory server support renewal (LDAP)	2,777.59
P14-00557	GOODWILL INDUSTRIES OF ORANG E COUNTY		Interpreting services for d.p.i.	10,000.00
P14-00558	CMC GOVERNMENT SUPPLY		Misc emergency survival items	856.27
P14-00559	HOME DEPOT MISSION VIEJO STORE #614		2013-2014 tech services / tech supplies	1,000.00
P14-00560	MICRO CENTER		2013-2014 tech services/computer supplies	5,500.00
P14-00561	GALL'S OF LONG BEACH		Uniforms	1,000.00
P14-00562	PURETEC		General supplies - d.i. water system	5,500.00
P14-00563	SOCCERKRAZE		Men's soccer supplies	10,346.28
P14-00564	REGENCY LIGHTING		Electrical supplies	1,000.00
P14-00565	GOVERNET		Curricunet meta upgrade implementation fees	15,000.00
P14-00566	PETCO ANIMAL SUPPLIES		2012-2013 bio. lab. class supplies	600.00
P14-00567	EWING IRRIGATION PRODUCTS		ATEP irrigation supplies	1,000.00
P14-00568	W. W. GRAINGER		ATEP building maintenance supplies	1,000.00
P14-00569	HOME DEPOT TUSTIN STORE # 603		ATEP ground supplies	500.00
P14-00570	ORANGE CO. FARM SUPPLY		ATEP grounds supplies	1,000.00
P14-00571	SADDLEBACK APPLIANCES		Sink for fine arts	1,645.00
P14-00572	FRY'S ELECTRONICS		Computer supplies	1,500.00
P14-00573	HOME DEPOT		ITC supplies	500.00
P14-00574	TECHNIC BUSINESS SOLUTIONS		Technic printer service	2,000.00
P14-00575	COMMUNITY COLLEGE WEEK		Subscription for 2013-14 cmnty college week	52.00
P14-00576	CLARK WIRE & CABLE		Analog cable for football field	1,756.00
P14-00577	MEDIA CONTROL SYSTEMS, INC.	Bldg W/Com Arts	Maintenance and software upgrade contract ch. 39	2,895.00
P14-00578	LIEBERT CASSIDY WHITMORE		Employment relations consortium	3,250.00
P14-00579	TECO PIANO MOVERS		Piano moving services	350.00
P14-00580	CHRONICLE OF HIGHER EDUCATION		Subscription - chronicle of higher education	210.00
P14-00581	WEST COAST TECHNOLOGY		Dell equilogic storage device maintenance renewal	7,029.00
P14-00582	COMPUTERLAND OF SILICON VALLE Y		VMware essentials server licenses	668.00
P14-00583	SADDLEBACK BOOKSTORE - #296 FO LLETT HIGHER EDUCATION GROUP		Books for studnets: enrollment growth scholarship	2,000.00
P14-00584	STEPHEN DUBAY		Reimbursement for internet services FY13/14	700.00
P14-00585	JIM GASTON		Reimbursement for internet services FY13/14	650.00
P14-00586	TAMARA KING		Reimbursement for internet services FY13/14	650.00

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Includes P14-00520 - P14-01130

PO Number	Vendor Name	Loc	Description	Account Amount
P14-00587	JIM PHANEUF		Reimbursement for internet services FY13/14	700.00
P14-00588	BRAVO SIGN & DESIGN		Remove signs at a.g.b.	680.00
P14-00589	THOMSON REUTERS - WEST		Subscription renewal - calif. comm. college code	160.00
P14-00590	BRAVO SIGN & DESIGN		Transfer center and s.p. office signs	1,692.55
P14-00591	LYNDA.COM, INC.		Lynda.com online training 2013-14	3,250.00
P14-00592	AT&T MOBILITY GOVERNMENT SALES		Courier cell phone service	180.00
P14-00593	CALIFORNIA STAGE/LIGHTING, INC		Supplies for perf. arts operations	3,000.00
P14-00594	DAN SPEISER DBA PSI-PAYPHONE S TAT., INNOV.		2013-2014 Payphone Stations Agreement	3,780.00
P14-00595	SHRED-IT		Document destruction service	240.00
P14-00596	G/M BUSINESS INTERIORS		Office furniture for campus police	81,739.13
P14-00597	S & S COMMUNICATIONS		Antennas	135.00
P14-00598	EASTBAY TEAM SPORTS		F'13 soccer uniforms	1,497.35
P14-00599	WELLS FARGO #3317	Bldg W/Com Arts	Films for ch. 39	122.93
P14-00600	XEROX CORPORATION		Maintenance agreement for xerox copies	700.00
P14-00601	RIDDELL AMERICAN SPORTS CORP		Football F'13	1,107.23
P14-00602	UNITED FABRICARE SUPPLY, INC.		M/W laundry supplies 2013/2014	1,292.44
P14-00603	EASTBAY TEAM SPORTS		VB F'13 and extra shorts XC F'13	1,434.62
P14-00604	WELLS FARGO #3317 (DISTRICT)	Bldg W/Com Arts	Milk crates for production gear film	52.61
P14-00605	MAIN GRAPHICS		Business cards - E. Cipres #HB5Q87	43.20
P14-00606	KEENAN & ASSOCIATES		Media liability coverage	5,456.00
P14-00607	SWACC % KEENAN & ASSOCIATES		P&L SWACC Proforma	952,771.00
P14-00608	SCHOOLS EXCESS LIABILITY FUND		Excess liability coverage 2012-2013	56,725.44
P14-00609	KEENAN & ASSOCIATES		D&O w/ OPEB liability	38,800.00
P14-00610	OFFICE MAX A BOISE COMPANY		Office supplies for fund 68	500.00
P14-00611	PACIFIC SCREENWORKS		T-shirts - Counsleing/BSI Proj. Freshman Advantage	1,121.08
P14-00612	WALTERS WHOLESALE ELECTRIC		Softball field lights	3,130.63
P14-00613	OPTICS PLANET, INC.		Inoculating loops and needles	996.15
P14-00614	XEROX CORPORATION		Copier lease	2,748.95
P14-00616	DIGITAL NETWORKS GROUP, INC.		Board room systems evaluation/repairs	585.00
P14-00617	WELLS FARGO #3317 (DISTRICT)		Easels / District	75.58
P14-00618	CROWN FENCE		Repair generator fence at SSC	4,015.00
P14-00619	CHRIS HOGSTEDT		Blanket PO for Chris Hogstedt to purchase supplies	1,200.00
P14-00620	AIR SOURCE INDUSTRIES, INC.		Purchase order to make payments to Airsourc LN	400.00
P14-00621	SEHI PROCOMP COMPUTER PRODUCTS		Toner for A100 fax machine	76.71
P14-00622	SIEMENS INDUSTRY INC.		Annual service - deionized water tanks	1,890.00
P14-00623	VITAL LINK EDUCATION AND BUS INESS CONSORTIUM		To facilitate the handling of project payment	14,400.00

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PO Number	Vendor Name	Loc	Description	Account Amount
P14-00624	CISCO WEBEX LLC		Cisco WebEx remote assist svc renewal	2,160.00
P14-00625	J2 GLOBAL, INC.		2013-2014 eFax service	2,200.00
P14-00626	EAGLE COMMUNICATIONS		Radio repairs for crew	1,000.00
P14-00627	PETE'S ROAD SERVICE SANTA ANA		Equipment repairs	1,000.00
P14-00628	POWER FORD TUSTIN		Vehicle supplies	3,000.00
P14-00629	HUMANSCALE C/O UNITED INTERIOR S		Chair for Yvonne	445.23
P14-00630	SWEETWATER		Audio package for studio theater	322.92
P14-00631	COMPUTERLAND OF SILICON VALLE Y		Adobe software/licenses	149.04
P14-00632	SO COAST A.Q.M.D.		Compliance/new equipment fee	173.56
P14-00633	ABACUS		AbacusLaw software	1,250.00
P14-00634	VICENTI, LLOYD & STUTZMAN LLP		Preparation of indirect cost rate proposal	6,000.00
P14-00635	LYNDA.COM, INC.		LyndaPro renewal	4,875.00
P14-00636	SOUTH COAST AIR QUALITY MANAGMENT DISTRICT		Compliance/new equipment fee	119.06
P14-00637	POWER FORD TUSTIN		ATEP vehicle maintenance and repairs	500.00
P14-00638	JEFF DORSZ		Reimbursement for internet services FY13/14	700.00
P14-00639	PADHRAIC SMYTH		Consultant agreement - predictive analytics	20,000.00
P14-00640	XEROX CORPORATION		Perkins loan collection services - 2012-2013	2,175.00
P14-00641	EXPERIAN ACCOUNTING, C/O DAVE		Credit registration service	924.00
P14-00642	HARDY DIAGNOSTICS		Media supplies for microbiology	1,324.09
P14-00643	B & H PHOTO		Photo supplies - ink cartridges SC Fine Arts	15,110.69
P14-00644	SAMY'S CAMERA		2013-2014 FY Photography Supplies	1,000.00
P14-00645	HOME DEPOT MISSION VIEJO STORE #614		Set building supplies for SCLO	500.00
P14-00646	XEROX CORPORATION		Copier for Chancellor's Office	23,000.00
P14-00647	NEWPORT COMPUTER SOLUTIONS,INC		Tivoli Storage Mgr annual renewal	5,874.47
P14-00648	GLOBAL EQUIPMENT CO.		Power cord for microscope	97.83
P14-00649	COX COMMUNICATIONS, INC.		COX Communications intercampus LAN service	48,000.00
P14-00650	SAFEGUARD BUSINESS SYSTEMS		White name labels	27.06
P14-00651	FREESTYLE		SC photography supplies - ink	259.72
P14-00652	ULINE, INC.		SC photography gloves - sanitizer	117.26
P14-00653	TIM SWISS		Sound/lighting supplies for SCLO	500.00
P14-00654	EMBLEM ENTERPRISES		Uniform patches	431.88
P14-00655	TOWN & COUNTRY GLASS		Replace damaged mirrors SSC bldg	990.00
P14-00656	LEE ARMSTRONG CO., INC.		Replace flooring in SSC-155	895.00
P14-00657	XEROX CORPORATION		Xerox Copier Lease-District Purchasing	4,051.30
P14-00658	SMARTBEAR SOFTWARE, INC.		SmartBear (AlertSite) Monitoring Services renewal	5,945.50
P14-00659	NEXGEN		Annual transportation supplies	623.67
P14-00660	SOUTHERN COUNTIES OIL CO. DBA/ SC FUELS		Annual transportation equipment	2,271.46

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PO Number	Vendor Name	Loc	Description	Account Amount
P14-00661	XEROX CORPORATION		Copier for Chancellor's Office	4,536.00
P14-00662	AMERICAN 3B SCIENTIFIC		Physics supplies - demonstration light box	154.08
P14-00663	VWR		Disposbale coats	268.66
P14-00664	XEROX CORPORATION		Xerox copier for business services	6,415.00
P14-00665	HUMANSCALE C/O UNITED INTERIOR S		Ergo chair and arm monitor	917.60
P14-00666	THE LAB DEPOT		White trays	246.69
P14-00667	QUARK ENTERPRISES, INC.		New & replacement glassware	13,774.10
P14-00668	FOUNDATION FOR CALIFORNIA COMM UNITY COLLEGES		BlackBoard Academic Suite renewal FY2013/14	176,027.00
P14-00669	BOARD OF GOVERNORS CALIFORNIA COMMUNITY COLLEGES		Blackboard Student Services FY2013/2014	93,733.88
P14-00670	BLACKBOARD CONNECT, INC.		Bb Connect messaging service FY2013/14 year 1of2	68,000.00
P14-00671	BLACKBOARD INC.		Blackboard Mobile FY2013/14 year 2of2	66,436.65
P14-00672	BLACKBOARD INC.		Bb Infrastructure/hosting/addl disk storage	317,124.00
P14-00673	INTUIT		QuickBooks 2013 upgrade	745.20
P14-00674	JOSHUA R. FEHRMANN		Labor for "Fiddler on the Roof"	3,000.00
P14-00675	ROBERT T BLANEY		Labor for "Fiddler on the Roof"	2,500.00
P14-00676	DANIEL G. BUSBY		Labor for "Fiddler on the Roof"	3,000.00
P14-00677	ABRAHAM LUCAS RODRIGUEZ		Labor for "Fiddler on the Roof"	1,500.00
P14-00678	DION & SONS INC		Co-gen supplies	30,000.00
P14-00679	DISPENSING SOLUTIONS, INC.		Blanket for dsi and rx meds	2,160.00
P14-00680	WELLS FARGO #3317		SC Physics supplies - dacron line	46.34
P14-00681	HOME DEPOT MISSION VIEJO STORE #614		2013-2014 FY photography supplies	500.00
P14-00682	ABC ICE HOUSE		PO for dry ice for labs	700.00
P14-00683	HOME DEPOT MISSION VIEJO STORE #614		For supplies and materials needed for labs	500.00
P14-00684	DE NAULT'S TRUE VALUE HARDWARE		PO for materials and supplies	300.00
P14-00685	WELLS FARGO #3317 (DISTRICT)		SC Geology supplies/water filters for ice machine	164.60
P14-00686	LAURA'S INT PLANTSCAPE SERV		Replacement plants	500.00
P14-00687	U.S. POSTAL SERVICE MISSION VI EJO POST OFFICE		Funds for business reply mail	1,500.00
P14-00688	ULINE, INC.		PAC supplies	1,500.00
P14-00689	W. W. GRAINGER		Supplies for PAC	1,500.00
P14-00690	PATRIC TAYLOR		PAC supplies	1,000.00
P14-00691	HOME DEPOT MISSION VIEJO STORE #614		PAC supplies	1,000.00
P14-00692	CALIFORNIA STAGE/LIGHTING, INC		PAC supplies	1,500.00
P14-00693	JIM'S MUSIC CENTER, INC.		PAC supplies	1,000.00
P14-00694	CASBO CASBO PROFESSIONAL DEVEL OPMENT		Book purchase for Dist Fiscal Serv.	51.36
P14-00695	XEROX CORPORATION	IVC Warehouse	2013-2014 copier lease/maint	549.18
P14-00696	JACOBSEN WEST		Transportation mower and cart parts	4,000.00
P14-00697	ACCUVANT INC.		LogRhythm Security Appliance renewal	15,667.20

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PO Number	Vendor Name	Loc	Description	Account Amount
P14-00698	AMTECH RELIABLE ELEVATOR CO.		Elevator & lift maintenance services	21,294.37
P14-00699	CARE EXPRESS PRODUCTS, INC.		Supplies for class	583.78
P14-00700	CREATION ENGINE, INC.		ChemDraw Standard 13 software	2,700.00
P14-00701	HIGHER ONE INC.		Cards for financial aid disbursements	9,127.00
P14-00703	CHEF WORKS, INC.		Chef jackets for instructors	447.15
P14-00704	NEW HORIZONS COMPUTER LEARNING		HTML5 and Photoshop training	3,265.00
P14-00705	SEHI PROCOMP COMPUTER PRODUCTS		New division printer	1,457.97
P14-00706	FISHER SCIENTIFIC		Sharps containers for lab	301.56
P14-00707	POLISHED IMAGE		Embroidery services W/M teams '13 '14	1,000.00
P14-00708	ARTstor		Library e-book annual fee per Jenny Langrell	2,525.00
P14-00709	GKKWORKS		Land exchange demo, architectural services	47,500.00
P14-00710	XEROX CORPORATION	SC WAREHOUSE	2013-2014 District w'house copier maintenance	213.88
P14-00711	BUILT RITE INDUSTRIES, LLC.		Broken rental wheel replacement	396.27
P14-00712	SUN TAMERS WINDOW TINTING		CP office window covers	535.92
P14-00713	BOB PARRETT CONSTRUCTION		Mold abatement at FA-209C	4,610.00
P14-00714	UNLIMITED ENVIRONMENTAL, INC.		Oversee mold abatement at FA-209C	3,950.00
P14-00715	DS WATERS OF AMERICA, INC.		Bottled water for ATEP	1,000.00
P14-00716	ADVANCED OFFICE SERVICES IMAGING PLUS		Annual maintenance contract	550.00
P14-00717	RUSS BASSETT CORPORATION		Integration kit	324.00
P14-00718	HOME DEPOT MISSION VIEJO STORE #614		2013-2014 CDC supplies	550.00
P14-00719	ECOLOGICAL FERTIGATION INC		Fertilizing services	8,500.00
P14-00720	DOUGLAS WESTLAKE		FY 2013-2014 Piano tuning & repair services	5,000.00
P14-00721	RYDIN DECAL		Parking permits	3,123.03
P14-00722	EASTBAY TEAM SPORTS		Football uniform supplies	6,711.20
P14-00723	INGARDIA BROTHERS PRODUCE, INC.		2013-2014 Culinary Arts supplies, groceries	5,000.00
P14-00724	TOWN & COUNTRY GLASS		BGS FIRE - REPLACE WINDOWS	2,670.00
P14-00725	WELLS FARGO #4198		Trailer repair	719.78
P14-00726	SCHOOLS FIRST FCU ATTN: JOAN POIREL		Premium for 2013-2014 sabbatical bonds	6,094.00
P14-00727	ERC WIPING PRODUCTS, INC.		Fitness equipment supplies wiper/dispensers	1,608.07
P14-00728	EASTBAY TEAM SPORTS		M's basketball supplies	894.80
P14-00729	LAGUNA CLAY CO.		2013-2014 supplies for art classes	2,700.00
P14-00730	DANIEL SMITH, INC.		2013-2014 supplies for art classes	800.00
P14-00731	W. W. GRAINGER		2013-2014 supplies for art classes	400.00
P14-00732	CALIFORNIA METAL-X		2013-2014 metal supplies for art classes	3,500.00
P14-00733	DICK BLICK COMPANY		2013-2014 supplies for art classes	300.00
P14-00734	AT LAST WINDOW COVERINGS		Installing blinds in SSC bldg.	2,435.57
P14-00735	KIMBALL INTERNATIONAL MARKETIN G INC.		Furniture for outreach	9,834.40

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PO Number	Vendor Name	Loc	Description	Account Amount
P14-00736	UNITED INTERIORS		Outreach furniture installation	1,245.18
P14-00737	ALEXANDER LEIGH		Rehearsal accompanist for SCLO Fiddler on the Roof	160.00
P14-00738	ULINE, INC.		Gloves, tape, coveralls	3,282.07
P14-00739	CHEVRON AND TEXACO BUSINESS CARD SERVICES		Gasoline purchase by various depts.	10,000.00
P14-00740	EVIDENCE-BASED, INC		Background investigations	8,000.00
P14-00741	GILBERT & STEARNS, INC.		Install conduit/outlets for backboard/switches	6,029.00
P14-00742	D4 SOLUTIONS INC.		Installation - cameras	37,497.20
P14-00743	EBERHARD EQUIPMENT		ATEP large equipment supplies	1,000.00
P14-00744	BOB PARRETT CONSTRUCTION		Acoustical doors at AGB offices	11,676.00
P14-00745	CCCMBA		CCCMBA 2013-2014 membership/m. bask. coach	300.00
P14-00746	I3 SOLUTIONS		Project mgmt consulting services	50,400.00
P14-00747	COMMUNITY COLLEGE LEAGUE OF CA		Library e-books per Jenny Langrell	98,059.46
P14-00748	GUEST ARTISTS		Guest artist musicians- SCLO "Fiddler on the Roof"	9,925.00
P14-00749	IRVINE RANCH WATER DIST.		ATEP water service	4,000.00
P14-00750	SOUTHERN CALIFORNIA GAS CO.		ATEP gas service	1,000.00
P14-00751	BLUE BOOK OF COLLEGE ATHLETICS		Nationwide college athletics directory	207.50
P14-00752	YALE CHASE MATERIALS HANDLING	SC WAREHOUSE	Forklift/delivery repairs	7,500.00
P14-00753	HOME DEPOT MISSION VIEJO STORE #614	SC WAREHOUSE	Warehouse supplies	1,000.00
P14-00754	ORCHARD SUPPLY HARDWARE	SC WAREHOUSE	Warehouse supplies	1,000.00
P14-00755	CARQUEST AUTO PARTS	SC WAREHOUSE	Warehouse supplies	500.00
P14-00756	POWER FORD TUSTIN	SC WAREHOUSE	Warehouse supplies	500.00
P14-00757	UNITED SITE SERVICES OF CALIFORNIA, INC.		Portable rentals	955.11
P14-00758	UNITED SITE SERVICES OF CALIFORNIA, INC.		Portable pottie rental for tennis court	488.41
P14-00759	COMPUTERLAND OF SILICON VALLEY		Software license for acrobat pro v11	483.00
P14-00760	CANON BUSINESS SOLUTIONS, INC.		Purchasing Office '12-'13 fax rental and maint.	635.04
P14-00761	LIFETIME MEMORY PRODUCTS, INC.		Memory for tas218 computers	2,557.44
P14-00762	CANON BUSINESS SOLUTIONS, INC.		SX1480 (transcript) fax maintenance agreement	600.00
P14-00763	SHELL FLEET CARD SERVICES		Gasoline purchase by various depts.	32,500.00
P14-00764	CANON BUSINESS SOLUTIONS, INC.		Cannon fax machine - maintenance agreement	356.40
P14-00765	ALERT SERVICES, INC.		Athletic training supplies 13-14 academic year	10,829.59
P14-00766	SMART & FINAL		2013-2014 Culinary Arts supplies - groceries	5,000.00
P14-00767	ANTIMITE TERMITE & PEST CONTROL		Annual maintenance: bug control	12,839.00

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PO Number	Vendor Name	Loc	Description	Account Amount
P14-00768	SOUTHERN CALIFORNIA EDISON CO.	.	ATEP electrical service	40,000.00
P14-00769	AT&T MOBILITY GOVERNMENT SALES	.	ATEP telephone lines for fire alarm	800.00
P14-00770	BRIDGES TRANSITIONS, CO.	.	Bridges.com annual renewal	950.00
P14-00771	SEHI PROCOMP COMPUTER PRODUCTS	.	Laserjet printer	1,461.93
P14-00772	AARDVARK CLAY AND SUPPLIES	.	2013-2014 art supplies	5,000.00
P14-00773	GUEST ARTISTS	.	Guest artist tech labor for "Fiddler on the Roof"	900.00
P14-00774	CYLANCE, INC	.	Forensic security Investigation - online log-ins	14,400.00
P14-00776	ARTSCENE	.	2013-2014 subscription renewal	525.00
P14-00777	OPENPROJECTSANDAPPS.ORG	.	2 STEM Robotics workshops and supplies for B2E	4,773.00
P14-00778	MEALS, LODGING, ENTRY FEES & BANQUETS	.	Athletic team officials fees	5,000.00
P14-00779	MEALS, LODGING, ENTRY FEES & BANQUETS	.	Athletic game workers 2013/2014	8,500.00
P14-00780	COAST FITNESS REPAIR SHOP	.	Athletic equipment maintenance	2,400.00
P14-00781	DirecTV	.	DirecTV service for Lifetime Fitness Center	1,300.00
P14-00782	JOHN WILEY & SONS	SC WAREHOUSE	Books for BSI project prof. dev. practicum	1,137.09
P14-00783	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	.	2013-2014 rental mailing system	9,492.00
P14-00784	DELL MARKETING	.	Dell premier workstations for DMA	74,238.93
P14-00785	GENERAL BINDING CORP. TELECENT ER	.	Annual maintenance: CDC laminator	764.16
P14-00786	AIRPORT VAN RENTAL SOLUTIONS	.	Vehicle rentals	4,500.00
P14-00787	PHOENIX BUSINESS MACHINES, INC	.	2013-2014 maintenance for Financial Aid copier	1,400.00
P14-00788	PHOENIX BUSINESS MACHINES, INC	.	2013-2014 maintenance for Matriculation copier	950.00
P14-00789	PHOENIX BUSINESS MACHINES, INC	.	2013-2014 maintenance for EOPS copier	700.00
P14-00790	XEROX CORPORATION	.	2013-2014 maintenance for Health Center copier	750.00
P14-00791	XEROX CORPORATION	.	2013-2014 maintenance for ATEP copier Xerox 7665	4,160.00
P14-00792	XEROX CORPORATION	.	2013-2014 maintenance for ATEP 7132 copier	1,510.00
P14-00793	CDW-G COMPUTER CENTERS	.	2013-2014 maintenance for CDC copier	2,300.00
P14-00795	PYRO-COMM SYSTEMS	.	Fire alarm inspection and testing	13,400.00
P14-00796	CITY OF IRVINE	.	Sponsorship - Irvine Global Village Festival	1,500.00
P14-00797	EBSCO SUBSCRIPTION SERVICE	.	2013-2014 annual subscription renewal	1,576.31
P14-00798	ORANGE COUNTY REGISTER	.	2013-2014 OC Register subscription renewal	398.74
P14-00799	L.A. TIMES	.	Pay for yearly renewal	212.92
P14-00800	EMISSION COMPLIANT CONTROLS CO RPORATION	.	Emergency co-gen repairs	17,977.45
P14-00801	COAST FITNESS REPAIR SHOP	.	PO/LFC equipment maintenance	2,000.00

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Includes P14-00520 - P14-01130

PO Number	Vendor Name	Loc	Description	Account Amount
P14-00802	AMERICAN VOLLEYBALL COACHES ASSOCIATION		AVCA membership for IVC volleyball coach	155.00
P14-00803	COMPUTERLAND OF SILICON VALLEY		Photoshop licenses for biological image editing	524.88
P14-00804	EASTBAY TEAM SPORTS		Soccer F'13	1,087.78
P14-00805	SOCCERKRAZE		Men's soccer extra game socks	244.08
P14-00806	EASTBAY TEAM SPORTS		Men's basketball t-shirts	673.00
P14-00807	G.J. AUTOMOTIVE EQUIPMENT CO.		Shop detergents	331.39
P14-00808	SEHI PROCOMP COMPUTER PRODUCTS		Toner for the office	2,792.88
P14-00809	HARVARD BUSINESS REVIEW		Magazine renewal	119.00
P14-00810	SEHI PROCOMP COMPUTER PRODUCTS		Printer purchased for payroll mgr.	313.80
P14-00811	J. HARMON CONSTRUCTION INC.		Emergency co-gen welding repairs	356.00
P14-00812	SOUTHLAND INSTRUMENTS, INC.		Annual maintenance: microscopes	7,752.00
P14-00813	SOUTHLAND INSTRUMENTS, INC.		Annual maintenance: Geology microscopes	2,121.00
P14-00814	PHOENIX BUSINESS MACHINES, INC		2013-2014 maintenance for Counseling copier	1,000.00
P14-00815	PHOENIX BUSINESS MACHINES, INC		2013-2014 maintenance for A300 copier	500.00
P14-00816	CDW-G COMPUTER CENTERS		2013-2014 maintenance for A&R copier	1,400.00
P14-00817	APPLE COMPUTER, INC. ATTN: HIE d SALES SUPPORT		MacBook Air purchase	2,393.88
P14-00818	LIGHTNING TOOLS, LTD.		DeliverPoint license renewal/maint (SharePoint)	1,080.00
P14-00819	MELISSA DATA CORPORATION D.B.A . MAILERS SOFTWARE		Data Quality WebSmart renewal	5,490.00
P14-00820	LAERDAL MEDICAL CORP.		ACLS cards for Paramedic program	239.66
P14-00821	IRVINE HIGH SCHOOL FOOTBALL		Advertisement	400.00
P14-00822	WELLS FARGO #1598		SPOBDC year-end retreat - Back Bay Conf Ctr	1,000.00
P14-00823	DATA CLEAN CORPORATION		Contamination mat refills for District server room	185.33
P14-00824	XEROX CORPORATION		Medical Assisting copier maintenance	493.44
P14-00825	XEROX CORPORATION		2012-2013 campus-wide copier supplies	2,500.00
P14-00826	SMART & FINAL IRIS CO.		2013-2014 items for the Biology program	550.00
P14-00827	HOME DEPOT MISSION VIEJO STORE #614		2012-2013 supplies for PE & Athletic dept.	3,500.00
P14-00828	FITNESS WHOLESale, INC.		Fitness class supplies	1,000.78
P14-00829	FITNESS WHOLESale, INC.		Fitness class equipment	270.00
P14-00830	PERFORM BETTER		Fitness class supplies	1,156.24
P14-00831	APPLE COMPUTER, INC. ATTN: HIE d SALES SUPPORT		MacBook Air for Jim Phaneuf	2,074.92
P14-00832	AMER. CHEMICAL & SANITARY SUP.		Bid 305D - Janitorial supplies	187.70
P14-00833	AMER. CHEMICAL & SANITARY SUP.		Bid 305D - Janitorial supplies	304.24
P14-00834	BLAKE'S JANITORIAL SUPPLIES		Bid 305D - Janitorial supplies	329.62
P14-00835	CHAMPION CHEMICAL CO.		Bid 305D - Janitorial supplies	7,001.10
P14-00836	CHAMPION CHEMICAL CO.		Bid 305D - Janitorial supplies	2,031.59

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Includes P14-00520 - P14-01130

PO Number	Vendor Name	Loc	Description	Account Amount
P14-00837	CONTINENTAL CHEM & SANITARY SU PPLY		Bid 305D - Janitorial supplies	5,173.20
P14-00838	CONTINENTAL CHEM & SANITARY SU PPLY		Bid 305D - Janitorial supplies	2,749.02
P14-00839	EMPIRE CLEANING SUPPLY		Bid 305D - Janitorial supplies	839.03
P14-00840	EMPIRE CLEANING SUPPLY		Bid 305D - Janitorial supplies	1,225.48
P14-00841	GALE SUPPLY COMPANY		Bid 305D - Janitorial supplies	53,986.12
P14-00842	GALE SUPPLY COMPANY		Bid 305D - Janitorial supplies	20,859.77
P14-00843	GORM, INC.		Bid 305D - Janitorial supplies	4,850.39
P14-00844	GORM, INC.		Bid 305D - Janitorial supplies	1,727.38
P14-00845	HILLYARD FLOOR CARE SUPPLY		Bid 305D - Janitorial supplies	1,497.14
P14-00847	KATHCO PRODUCTS		Bid 305D - Janitorial supplies	3,556.22
P14-00848	OFFICE MAX A BOISE COMPANY		Bid 305D - Janitorial supplies	702.92
P14-00849	OFFICE MAX A BOISE COMPANY		Bid 305D - Janitorial supplies	158.65
P14-00850	P & R PAPER SUPPLY COMPANY		Bid 305D - Janitorial supplies	487.12
P14-00851	PIONEER CHEMICAL CO.		Bid 305D - Janitorial supplies	266.76
P14-00852	PIONEER CHEMICAL CO.		Bid 305D - Janitorial supplies	236.77
P14-00853	PYRAMID SCHOOL PRODUCTS		Bid 305D - Janitorial supplies	279.37
P14-00854	PYRAMID SCHOOL PRODUCTS		Bid 305D - Janitorial supplies	440.10
P14-00855	STAR MAINTENANCE SUPPLY		Bid 305D - Janitorial supplies	1,082.48
P14-00856	STAR MAINTENANCE SUPPLY		Bid 305D - Janitorial supplies	383.78
P14-00857	UNIPAK CORP.		Bid 305D - Janitorial supplies	9,811.80
P14-00858	UNISOURCE WORLDWIDE		Bid 305D - Janitorial supplies	49,315.81
P14-00859	UNISOURCE WORLDWIDE		Bid 305D - Janitorial supplies	27,628.46
P14-00860	WAXIE SANITARY SUPPLY		Bid 305D - Janitorial supplies	4,521.85
P14-00861	WAXIE SANITARY SUPPLY		Bid 305D - Janitorial supplies	17,192.97
P14-00862	FREEWAY AUTO SUPPLY		Annual transportation supplies	1,252.96
P14-00863	CAREER AMERICA, LLC		Self-service financial aid Counseling and Outreach	12,000.00
P14-00864	XEROX CORPORATION	.	2013-2014 maintenance for A-100 copier	1,830.00
P14-00865	XEROX CORPORATION	.	2013-2014 Maintenance for A-200 Copier	4,100.00
P14-00866	XEROX CORPORATION	.	2013-2014 maintenance for B-200 copier	3,700.00
P14-00867	XEROX CORPORATION	.	2013-2014 maintenance for BSTIC copier	3,000.00
P14-00868	CDW-G COMPUTER CENTERS	.	2013-2014 maintenance for A-200 4260 copier	1,650.00
P14-00869	CDW-G COMPUTER CENTERS	.	2013-2014 maintenance for PE copier	1,650.00
P14-00870	FISHER SCIENTIFIC		Chemistry, tubing, centrifuge tubes, kim wipes	1,547.56
P14-00871	MEDCO SUPPLY COMPANY		Athletic training supplies '13 '14 / 1 of 2	700.35
P14-00872	HAITBRINK ASPHALT PAVING, INC.		Repair asphalt around pool area	13,000.00
P14-00873	DB MECHANICAL, INC.		Reset door of A123/finish M500	7,229.00
P14-00874	CULLIGAN WATER CONDITIONING		Water softener rental, Culinary Arts	624.00
P14-00875	DEEP SURPLUS	.	50ft network cables	99.36
P14-00876	FOSTER CARE AUXILIARY OF OC		FKCE wkshp trainer	600.00
P14-00877	XEROX CORPORATION		Xerox maint agreement	623.38
P14-00878	ARNETTE EDWARDS		FKCE wkshptrainer	2,280.00
P14-00879	MEALS, LODGING, ENTRY FEES & BANQUETS		Athletic team meals and lodging	115,000.00

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Includes P14-00520 - P14-01130

PO Number	Vendor Name	Loc	Description	Account Amount
P14-00880	MEALS, LODGING, ENTRY FEES & BANQUETS		Athletic team entry fees	20,000.00
P14-00881	REFFPAY, LLC		REFFPAY - athletic team officials fees	40,000.00
P14-00882	XEROX CORPORATION		Xerox maintenance agreement 7/01/13 to 6/30/14	715.82
P14-00883	CORNER BAKERY CAFE STORE #219		Food for Classified Senate Retreat August 1, 2013	351.96
P14-00884	XEROX CORPORATION		Annual maintenance agreement	300.00
P14-00885	FACILITY SERVICES PARTNERS		Maintenance of cogeneration at CP	14,196.00
P14-00886	SHARON LANDIS		FKCE wkshp trainer	1,440.00
P14-00887	LILIANN PEREZ-STROUD		FKCE wkshp trainer	2,160.00
P14-00888	DEBORAH FRICKE		FKCE wkshp trainer	1,080.00
P14-00889	ROBERT WADDINGTON		FKCE wkshp trainer	900.00
P14-00890	NEW ALTERNATIVES, INC.		FKCE wkshp trainer	600.00
P14-00891	MICHELE DUGAN		FKCE wkshp trainer	900.00
P14-00892	LYNN YOUNG		FKCE wkshp trainer	360.00
P14-00893	LUIS MAURICIO VASQUEZ		FKCE wkshp trainer	3,125.00
P14-00894	LAURIE M. VARTANIAN dba RELIAB LE RESPONSE		FKCE wkshp trainer	1,400.00
P14-00895	PROAIR CONSTRUCTION SVCS. INC.		BGS FIRE - REPLACE AIR DUCT	12,350.00
P14-00896	SALLIE MILLER		FKCE Wkshp Trainer	600.00
P14-00897	EDUCATION FOR SUCCESSFUL PAREN TING		FKCE wkshp trainer	690.00
P14-00898	SEHI PROCOMP COMPUTER PRODUCTS		Replacement printer for LRC 210	679.87
P14-00899	CANON BUSINESS SOLUTIONS, INC.		FX 2081 I.S.P 2013-14 ISO	800.00
P14-00900	JOHN DEERE LANDSCAPES, INC.		Irrigation supplies	4,316.75
P14-00901	MARSAN TURF & IRRIGATION SUPP.		Irrigation supplies	33.47
P14-00902	SMARDAN SUPPLY - EL MONTE		Irrigation supplies	1,831.65
P14-00903	SMITH PIPE & SUPPLY, INC.		Irrigation supplies	1,149.08
P14-00904	CCCCIO CARTER DORAN, EXEC SECR ETARY		Membership CCCCCIO	300.00
P14-00905	INTELECOM ATTEN: MICHELLE KOL PIEN		Annual fee - Intelcom	1,500.00
P14-00906	TIM SWISS		Supplies for Perf. Arts operations	750.00
P14-00907	SOUTHERN CALIFORNIA SOUND IMA GE		Sound system repair for McKinney Theatre	1,500.00
P14-00908	ALLSTEEL, INC. C/O QUALITY OFF ICE FURNISHINGS		Library furniture per Jenny Langrell	1,639.74
P14-00909	PRESIDIO NETWORKED SOLUTIONS		SOCCCD IDF Switch Replacement (Ntwrk Refresh)	1,788,399.66
P14-00910	APPLE SCIENTIFIC, INC.		Bid R-00557 - Biology supplies	805.68
P14-00911	APPLE SCIENTIFIC, INC.		Bid R-00557 - Biology supplies	952.56
P14-00912	CAROLINA BIOLOGICAL SUPPLY		Bid R-00557 - Biology supplies	1,925.01
P14-00913	CAROLINA BIOLOGICAL SUPPLY		Bid R-00557 - Biology supplies	1,434.35
P14-00914	A. DAIGGER & COMPANY		Bid R-00557 - Biology supplies	287.04
P14-00915	A. DAIGGER & COMPANY		Bid R-00557 - Biology supplies	618.00
P14-00916	DELTA BIOLOGICALS		Bid R-00557 - Biology supplies	1,744.20

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Includes P14-00520 - P14-01130

PO Number	Vendor Name	Loc	Description	Account Amount
P14-00917	DELTA BIOLOGICALS		Bid R-00557 - Biology supplies	110.59
P14-00918	FISHER SCIENTIFIC		Bid R-00557 - Biology supplies	6,533.18
P14-00919	FISHER SCIENTIFIC		Bid R-00557 - Biology supplies	11,302.07
P14-00920	FREY SCIENTIFIC		Bid R-00557 - Biology supplies	188.89
P14-00921	FREY SCIENTIFIC		Bid R-00557 - Biology supplies	699.00
P14-00922	HARDY DIAGNOSTICS		Bid R-00557 - Biology supplies	110.72
P14-00923	HARDY DIAGNOSTICS		Bid R-00557 - Biology supplies	1,178.69
P14-00924	SARGENT-WELCH LLC VWR		Bid R-00557 - Biology supplies	1,758.17
P14-00925	SARGENT-WELCH LLC VWR		Bid R-00557 - Biology supplies	744.74
P14-00926	INTERNAT IONAL COMPANY			
P14-00926	SPECTRUM LABORATORY		Bid R-00557 - Biology supplies	442.98
P14-00927	PRODUCTS			
P14-00927	SPECTRUM LABORATORY		Bid R-00557 - Biology supplies	1,621.75
P14-00928	PRODUCTS			
P14-00928	WARD'S NATURAL SCIENCE		Bid R-00557 - Biology supplies	1,021.51
P14-00929	WARD'S NATURAL SCIENCE		Bid R-00557 - Biology supplies	130.19
P14-00930	PARKHOUSE TIRE, INC.		Annual transportation tire supplies	4,565.74
P14-00931	WARD'S NATURAL SCIENCE		Q) Bid materials and supplies for bio program	313.64
P14-00932	EDMUND OPTICS AMERICA		Physics supplies - mirrors	79.73
P14-00933	B & H PHOTO		SC FA photography supplies-paper	8,845.42
P14-00934	MOBILE ID SOLUTIONS, INC		General supplies - labels	359.66
P14-00935	MEDCO SUPPLY COMPANY		Athletic training supplies '13 14 2 of 2	3,271.60
P14-00936	ORANGE COUNTY REGISTER		Bid Ad 2012 SC Sciences 7.8 & 7.22.13	2,046.00
P14-00937	MOORE MEDICAL CORP.		Order medical supplies	114.10
P14-00938	ANTIMITE TERMITE & PEST		2013-2014 maintenance: pest control	835.00
P14-00939	CONTROL			
P14-00939	SAFEWAY, INC. C/O PAVILIONS, S		2013-2014 Culinary Arts supplies - groceries	2,000.00
P14-00940	TORE #210			
P14-00940	AT&T MOBILITY GOVERNMENT		AT&T calnet teleconferencing services	150.00
P14-00941	SALES			
P14-00941	WELLS FARGO #3317	Bldg W/Com Arts	Replacement enclosures for hard drives	398.41
P14-00942	UNITED SITE SERVICES OF		SC Film	
P14-00942	CALIFORNIA, INC.		Portable toilet for the IVC baseball field	1,527.87
P14-00943	HUMANSCALE C/O UNITED		Ergonomic chair for District IT	599.00
P14-00943	INTERIOR S			
P14-00944	WELLS FARGO #3317 (DISTRICT)		SC Astronomy supplies / clear umbrella	31.47
P14-00945	PACIFIC COACHWAYS		SC Athletics charter bus services	35,000.00
P14-00946	WELLS FARGO #3317		Screen protectors IVC Police	19.05
P14-00947	POWER MUSIC		Music for fitness classes	201.37
P14-00948	APPLE COMPUTER, INC. ATTN:	Bldg W/Com Arts	Keyboards and mouse for Mac	370.44
P14-00948	HELP SALES SUPPORT		computers	
P14-00949	CUTTERPROS.COM		Banner stand for the IVC CTE advisory event	617.70
P14-00950	GRAYBAR ELECTRIC CO.		Cat5 cloth labels for server room	275.18
P14-00951	BSN SPORTS		Baseballs for baseball team	4,427.35
P14-00952	MERCADO CORONA, INC.		Bridge 2 Engineering - food & beverage	1,000.00
P14-00953	VWR		Joint clip, hydrogen peroxide, ferrous sulfate	663.68

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Includes P14-00520 - P14-01130

PO Number	Vendor Name	Loc	Description	Account Amount
P14-00954	APPERSON EDUCATION PRODUCTS A PPERSON PRINT RESOURCES		Scantron supplies	539.41
P14-00955	TECTA AMERICA SOUTHERN CALIFOR NIA, INC.		BGS FIRE: CLEAN	2,880.00
P14-00956	LIDS TEAM SPORTS		W Golf F'13 team polos/jackets	1,295.55
P14-00957	DIV. OF THE STATE ARCHITECT ST ATE OF CALIFORNIA		DSA close out 30-C4/55735	500.00
P14-00958	WELLS FARGO #3317		Ed book for SBS	65.12
P14-00959	WELLS FARGO #3317 (DISTRICT)		Headset for dispatcher	67.23
P14-00960	ALERT SERVICES, INC.		Therabands for VB team and ATR	188.70
P14-00961	ALLEN TIRE COMPANY		Annual transportation tire supplies	3,780.68
P14-00962	FLAGS USA, INC.		Flags for pole at ATEP	258.56
P14-00963	ARBOR SCIENTIFIC		Physics supplies - optics lab supplies	208.25
P14-00964	XEROX CORPORATION		2013-2014 maintenance for Duplicating copier 4112	8,867.00
P14-00965	WESTERN GRAPHICS PLUS, INC.		CareerCafe mktg materials reorder	10,000.00
P14-00966	RYDIN DECAL		Parking permits IVC	2,933.87
P14-00967	MAIN GRAPHICS		Business cards for CTE IVC	189.00
P14-00968	MAIN GRAPHICS		Business cards- Monica Cataldo	34.56
P14-00969	S & B FOODS		Food expense, CTE Advisory Event	1,020.60
P14-00970	SO. COAST FIRE PROTECTION		Backflow device repair	363.48
P14-00971	HITT MARKING DEVICES, INC.		Name plates for new full-time faculty SC Sci. Math	42.96
P14-00972	THE COLAD GROUP, LLC		Flyers/Collegewide advisory meeting IVC	1,338.00
P14-00973	McLOGAN SUPPLY CO., INC.		SC Graphics aluminum screens/squeegee	764.25
P14-00974	MILLENNIUM BUSINESS SERVICES M arty Cohn		Special oversized A/P envelopes	1,307.25
P14-00975	MAIN GRAPHICS		Accomplishments book IVC PIO	2,372.54
P14-00976	CCCCIO c/o CLAIRE BIANCALANA		CCCCIO membership dues	300.00
P14-00977	MILLENNIUM BUSINESS SERVICES M arty Cohn	SC WAREHOUSE	Replenish Disrict Stores	318.60
P14-00978	XEROX CORPORATION ATTN: ARDIE HOOD		PO for Xerox services 7/1/12 - 6/30/13	375.00
P14-00979	DIV. OF THE STATE ARCHITECT ST ATE OF CALIFORNIA		DSA Fees 30-C4/55735 SC Classroom & Night Poles	11,759.67
P14-00980	McLOGAN SUPPLY CO., INC.		Student supplies SC Graphics	1,879.69
P14-00981	JOHN GRECO DBA JOSEPHINE PRESS		Printmaking equipment repairs	375.00
P14-00982	HOME DEPOT MISSION VIEJO STORE #614		Supplies for theatre operations	500.00
P14-00983	H2 ENVIRONMENTAL CONSULTING S ERVICES, INC.		Hazardous material project monitoring srvc.	12,625.00
P14-00984	DELL MARKETING		2 Dell laptop computers for D. Inciong and D. Main	2,110.92
P14-00985	SHRED-IT		Document destruction service	300.00
P14-00986	CPP, INC. DAVIES BLACK PUBLISH ING		SkillsOne Strong College online assessments	4,025.00
P14-00987	HIGHER EDUCATION PUBLICATIONS		2014 Higher Education Director	67.50

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Includes P14-00520 - P14-01130

PO Number	Vendor Name	Loc	Description	Account Amount
P14-00988	HAITBRINK ASPHALT PAVING, INC.		Parking lot stripping	4,450.00
P14-00989	DELL MARKETING		Printer ink for local printers SC TAS	125.24
P14-00990	HOME DEPOT MISSION VIEJO STORE #614		Supplies for ATEP	300.00
P14-00991	MAIN GRAPHICS		Business cards for new Dean	34.56
P14-00992	FRY'S ELECTRONICS		IT/AV supplies for ATEP	300.00
P14-00993	COMMUNITY COLLEGE LEAGUE OF CA		Membership renewal	40,404.00
P14-00994	COUNTY OF ORANGE AUDITOR-CONTR OLLER		Citation surcharges	50,000.00
P14-00995	XEROX CORPORATION		2013-2014 maintenance/lease Duplicating Xerox 550	27,814.00
P14-00996	APPLE COMPUTER, INC. ATTN: HIE d SALES SUPPORT		Final Cut studio maintenance renewal	5,006.00
P14-00997	GOVERNMENT		CurricUNET Meta upgrade	15,000.00
P14-00998	PACIFIC PARKING SYSTEMS, INC.		Permit machine equipment	11,663.00
P14-00999	IRVINE VALLEY COLLEGE BOOKSTORE		EOPS Bookstore billing 2013 - 2014	95,000.00
P14-01000	SCANTRON CORPORATION		Scantrons	96.00
P14-01001	JIST WORKS, INC.		Career surveys and OOH	1,641.73
P14-01002	SORIANO ELECTRIC RICK SORIANO		Electrical connections for Techno CNC upgrade	750.00
P14-01003	MC KESSON GENERAL MEDICAL CORP		Medical supplies	30,000.00
P14-01004	ADCLUB ADVERTISING SERVICE		Advertising for 2013-2014 recruitments	85,000.00
P14-01005	MAIN GRAPHICS		Business cards - M. Minkler	37.80
P14-01006	CAL BUILDING SYSTEMS		Emergency repair to Fire Life Safety System	6,702.00
P14-01007	SOUTHERN CALIFORNIA GAS CO.		Co-gen supplies	4,068.00
P14-01008	UNITED STATES POSTAL SERVICE B BUSINESS REPLY MAIL		Postage for Fall Emeritus brochure	353.10
P14-01009	CIWEA ATTN: SALLY CARDENAS		CIWEA 2013/14 membership	200.00
P14-01010	ARC AMER. REPROGRAPHICS CO.		Printing service	300.00
P14-01011	BEST VACUUM & JANITORIAL SUPP		Equipment repair blanket	2,000.00
P14-01012	OSTERBAUER COMPRESSOR SERVICE		HVAC supply for BGS	187.62
P14-01013	PARKWAY LAWNMOWER SHOP		ATEP lawnmower parts	1,000.00
P14-01014	COMPUTERLAND OF SILICON VALLE Y		Creative Cloud Enterprise site license	24,530.00
P14-01015	HARBOR FREIGHT TOOLS		Geology lab saw	294.99
P14-01016	NAT'L COUNCIL FOR SCIENCE AND THE ENVIRONMENT		NCSE membership - 2013-2014	3,000.00
P14-01017	MAPLESOFT		Additional Maple software licenses	3,000.00
P14-01018	SMART LEVELS MEDIA		Contract printing	20,000.00
P14-01019	CDW-G COMPUTER CENTERS		McAfee Anti-spam/Anti-virus Email Security renewal	15,314.20
P14-01020	AARDVARK CLAY AND SUPPLIES		SC art supplies/clay/silica/borate/whiting	4,286.50
P14-01021	ULINE, INC.		Buckets for Ceramics classes SC F.A.	355.00

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PO Number	Vendor Name	Loc	Description	Account Amount
P14-01022	COMPUTERLAND OF SILICON VALLE Y		Adobe Pro licenses for Grants office	207.00
P14-01023	PROAIR CONSTRUCTION SVCS. INC.		BGS FIRE: ADDITIONAL REPLACEMENT OF AIR DUCT	7,800.00
P14-01024	AMTECH RELIABLE ELEVATOR CO.		BGS FIRE: RESET BGS ELEVATOR AFTER FIRE	383.00
P14-01025	CDW-G COMPUTER CENTERS		Vet's Center digital signage hardware / software	4,222.69
P14-01026	PT & LT, INC. SIGNS BY CREATIO NS UNLIMITED		Parking signs SC Auto Tech	349.92
P14-01027	SMART LEVELS MEDIA		Fall 2013 P.A. brochure SC Fine Arts	8,187.48
P14-01028	WELLS FARGO #4198		Fax machine SC Bus. Sci.	271.39
P14-01029	S & B FOODS		CTE Collaborative Regional Consortium	1,400.00
P14-01030	CDW-G COMPUTER CENTERS		27" monitors for DMA lab	9,876.02
P14-01031	MARTECH SYSTEMS, INC.		Thermal ticket stock for box office	977.61
P14-01032	B & H PHOTO		Plasma monitor for board room	1,026.00
P14-01033	S & B FOODS		Refreshments for Flex Week event 8/14/13	200.00
P14-01034	OLSON, JANELLE JAMES		FKCE wkshp trainer	180.00
P14-01035	TICKET ENVELOPE COMPANY		Ticket envelopes for Box Office SC	674.57
P14-01036	AVDB		Vet's Center digital signage hardware / software	6,329.70
P14-01037	DISPLAYS 2GO		IVC Bus. Sci. purchase of stands	179.75
P14-01038	LANGUAGE LINE SERVICES		Language Line	125.00
P14-01039	W. W. GRAINGER		Pool signs	1,334.88
P14-01040	J & J SUPPLY INC		Training room supplies: wrap	329.83
P14-01041	OC SHERIFF'S DEPARTMENT COMMUN ICATIONS & TECH. DIV.		Dispatch Installation	57,400.00
P14-01042	S & B FOODS		Food - Flex Week events	6,000.00
P14-01043	WENGER CORPORATION		Classroom platforms SC Fine Arts	5,994.80
P14-01044	WELLS FARGO #3317 (DISTRICT)		Basecamp Groupware software - basecamphq.com	1,788.00
P14-01045	SEHI PROCOMP COMPUTER PRODUCTS		Replacement printer for LRC 221 SC	679.87
P14-01046	BIO-RAD LABORATORIES, INC. LIF E SCIENCE GROUP		2012-2013 BIO class lab kits and supplies	3,260.00
P14-01047	CANON BUSINESS SOLUTIONS, INC.		Canon/camera repair for Lariat	360.38
P14-01048	HOME DEPOT TUSTIN STORE # 603		2012-2013 BIO classes materials	1,620.00
P14-01049	GUISELLE SCOTT		FKCE wkshp monitor	420.00
P14-01050	MARIA E. HUTCHINSON CERVANTES		FKCE wkshp trainer	960.00
P14-01051	CAREER CRUISING		Renewal of Career Cruising annual license 13-14	595.00
P14-01052	MONOPRICE, INC.		Vet's Center digital signage hardware / software	74.67
P14-01053	WELLS FARGO #3317 (DISTRICT)		Physics supplies - Capacitance meters SC	388.61
P14-01054	WELLS FARGO #3317 (DISTRICT)		SC Physics supplies - Capacitors	22.86
P14-01055	HOME DEPOT MISSION VIEJO STORE #614		Supplies	700.00

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Includes P14-00520 - P14-01130

PO Number	Vendor Name	Loc	Description	Account Amount
P14-01056	GREEN THUMB INTERNATIONAL		Supplies	500.00
P14-01057	PRO TECHNOLOGY AUTOMATION, INC		JetTrac DocOrigin software license	23,497.50
P14-01058	PRINTECH SERVICES		Box framed canvas 2012-2013 SC Bus.Sci.	1,381.63
P14-01059	COUNTY OF ORANGE AUDITOR-CONTR OLLER	.	Range fees	2,500.00
P14-01060	COUNTY OF ORANGE AUDITOR-CONTR OLLER	.	CLETS fees	2,600.00
P14-01061	COUNTY OF ORANGE AUDITOR-CONTR OLLER	.	Radio fees	4,000.00
P14-01062	USA SCIENTIFIC		Microcentrifuge supplies	1,077.46
P14-01063	LCS CONSTRUCTORS, INC.		Annual fume hood inspection/certification	3,600.00
P14-01064	EASTBAY TEAM SPORTS		IVC men's/women's basketball/balls/braces	3,020.94
P14-01065	CALIF BAND DIRECTORS ASSOC C/O ADAM WILKE		Advertising - jazz program	285.00
P14-01066	IBM	.	IBM SPSS statistics subscription renewal	3,905.00
P14-01067	HAREPOINT PACIFIC BUSINESS CEN TRE	.	HarePoint Workflow Extensions and Migration	2,720.00
P14-01068	KAREN MC NULTY		Supplies for scene painting classes	300.00
P14-01069	MICHAEL LOWELL MC CORMICK		SCLO props and scenic supplies	500.00
P14-01070	ALBERT USTER IMPORTS		2013-2014 Culinary Arts supplies - groceries	500.00
P14-01071	SYSCO LOS ANGELES		2013-2014 Culinary Arts supplies - groceries	1,000.00
P14-01072	NORTH STATE ENVIRONMENTAL		Annual maintenance: waste removal	35,177.90
P14-01073	AIR SOURCE INDUSTRIES, INC.		Open PO for oxygen and medical supplies	1,000.00
P14-01074	EDUCATIONAL GLOBAL TECHNOLOGI ES, INC. (EDGT)		Software tutorials for nursing	291.60
P14-01075	J. HARMON CONSTRUCTION INC.		Installing chiller water loop at CP	4,830.00
P14-01076	PROAIR CONSTRUCTION SVCS. INC.		Duct modifications at AGB	4,900.00
P14-01077	TUSTIN CHAMBER OF COMMERCE		2012-2013 membership renewal	186.00
P14-01078	INTERCOLLEGIATE TENNIS ASSOC. MEMBERSHIP DEPARTMENT		ITA membership/IVC M. & W. tennis	340.00
P14-01079	JODY WALLACE		FKCE wkshp monitor	35.00
P14-01080	DAVID PUFAHL dba NEW VISION CO NSTRUCTION		Seal horticulture container	1,180.20
P14-01081	W. W. GRAINGER		Lab safety aprons	22.16
P14-01082	DAVE SMITH ENTERPRISE dba HOSP ITAL ASSOCIATES		Bins for storage	208.39
P14-01083	DIGITAL NETWORKS GROUP, INC.		Wireless access points installation	3,439.20
P14-01084	FLS BANNERS		Table runners/CTE advisory event 8/16/13	558.60
P14-01085	USA MOBILITY		2013-2014 pagers for faculty	1,100.00
P14-01086	WELLS FARGO #3317 (DISTRICT)	.	Barcode scanner IVC Bus.Sci.	37.79
P14-01087	MARSHALL MATERIALS		Annual grounds supplies	3,694.93

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Includes P14-00520 - P14-01130

PO Number	Vendor Name	Loc	Description	Account Amount
P14-01088	MCMASTER CARR SUPPLY COMPANY		Physics supplies - hardware	653.45
P14-01089	INTERLIGHT INT'L LIGHTING CORP		Physics supplies - replacement light source lamps	82.71
P14-01090	MILLENNIUM BUSINESS SERVICES M arty Cohn		Referral forms IVC HWC	178.20
P14-01091	S & B FOODS		HR community relations	1,200.00
P14-01092	CAL BUILDING SYSTEMS		B100 Fire Life Safety Work	2,921.00
P14-01093	SPECTRUM LABORATORY PRODUCTS		2013-2014 chemicals & reagents for BIO lab classes	600.00
P14-01094	SIGMA-ALDRICH CHEMICAL CO.		2013-2014 BIO lab class supplies	1,000.00
P14-01095	HARDY DIAGNOSTICS		2013-2014 Microbiology lab class supplies	4,200.00
P14-01096	WARD'S NATURAL SCIENCE		2013-2014 supplies/materials for BIO lab classes	500.00
P14-01097	MODERN BIOLOGY		2013-2014 materials & supplies for BIO classes	600.00
P14-01098	COMWARE TECHNICAL SERVICES INC		Preserve legacy SIS on virtual machine	13,999.25
P14-01099	DIV. OF THE STATE ARCHITECT ST ATE OF CALIFORNIA		DSA Re-Opening 30-C4 50609 SC TAS Building	250.00
P14-01100	POSTMASTER		Postage for Fall 2013 Perf. Arts brochures	2,805.00
P14-01101	KURZWEIL/INTELLITOOLS, INC.		Kurzweil license w/Firefly	4,345.00
P14-01102	XEROX CORPORATION		2013-2014 copier maintenance agreement	1,385.02
P14-01103	OFFICE MAX A BOISE COMPANY		Bid 305D - Janitorial supplies	313.42
P14-01104	SARS SOFTWARE PRODUCTS, INC.		SARS maintenance renewal	5,940.00
P14-01105	PASCO SCIENTIFIC		Physics supplies	2,097.18
P14-01106	THOMAS SCIENTIFIC		Physics supplies - tuning forks	356.11
P14-01107	THE SCIENCE SOURCE		Physics supplies - Boyle's Law syringes & kits	159.30
P14-01108	XEROX CORPORATION		Maintenance agreement invoice for WC2424 printer	660.96
P14-01109	ATKINSON, ANDELSON, LOYA, RUU D & ROMO		Attorney services FY 2012-2013	65,731.46
P14-01110	WELLS FARGO #3317 (DISTRICT)		Textbooks for instructors SC Cul. Arts	64.98
P14-01111	TIME MASTERS		Ribbon for amano pix-3000 Dist. Fiscal	72.86
P14-01112	KATHY WEATHERWAX		FKCE wkshp co trainer	360.00
P14-01113	JENNIFER MC GEE		FKCE wkshp panelist	50.00
P14-01114	ERIN KIM		FKCE wkshp panelist	50.00
P14-01115	JENNIFER SNIDER		FKCE wkshp trainer	630.00
P14-01116	GUISELLE SCOTT		FKCE wkshp monitor	35.00
P14-01117	HORIZON		Annual ground supplies	26,415.63
P14-01118	MATERIAL SALES UNLIMITED		Annual grounds supplies	5,499.53
P14-01119	SCIENCE KIT, INC.		Physics supplies - galvanometer	155.52
P14-01120	VWR INTERNATIONAL, INC.		Physics supplies - gloves	94.56
P14-01121	PEP BOYS		Annual transportation supplies	226.80
P14-01122	POCKET NURSE ENTERPRISES, INC.		SC Health Sci gloves/drapes/sanitizer/towels	994.92

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Includes P14-00520 - P14-01130

PO Number	Vendor Name	Loc	Description	Account Amount
P14-01123	TROXELL COMMUNICATIONS, INC.	.	PAC presentation system IVC	2,112.48
P14-01124	WELLS FARGO #3317 (DISTRICT)		Catering for HR/Financial Systems Mtg	295.71
P14-01125	TECTA AMERICA SOUTHERN CALIFORNIA, INC.		BGS FIRE: ROOF REPAIR	800.00
P14-01126	S & B FOODS		Refreshments for HR/Financial Systems Mtg	54.00
P14-01127	WORKERS' COMP FIRST AID ACCOUNT		Workers' comp first aid account	10,000.00
P14-01128	WELLS FARGO #3317		Books for Deans Retreat SC	330.17
P14-01129	WELLS FARGO #3317		DSM-V diagnostic manuals SC Student Health	370.35
P14-01130	SEHI PROCOMP COMPUTER PRODUCTS		Image xfr kit for 5550 printer TAS drafting	214.20
<b>Total Number of POs</b>			<b>605</b>	<b>Total</b>
				<b>7,084,431.04</b>

**Fund Summary**

Fund	Description	PO Count	Amount
01	General Fund	568	4,899,987.06
12	Child Development Fund	5	4,824.16
40	Capital Outlay Fund	29	2,130,319.82
68	Self-Insurance Fund	2	10,500.00
71	Retiree Benefit Fund	1	38,800.00
		<b>Total</b>	<b>7,084,431.04</b>

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Includes 07/02/2013 - 08/06/2013

Requisition Number	Vendor Name	Description	Requisition Total
RQ13-06894	ROBINSON, DAVID	Student Trustee Reimbursement	67.00
RQ13-06910	GARY RYBOLD	Conf. reimbursement.	4,194.52
RQ13-06911	DONALD BRADSHAW	Conf. reimbursement.	274.00
RQ13-06925	CANDIDATE	Candidate Travel Reimbursement	1,161.25
RQ13-06929	SOUTH COAST FAMILY MEDI-CENTER, INC.	Pre-Placement Examination - Police Officer	235.00
RQ13-06931	PATTY HELTON	Job Fair Expense	16.00
RQ13-06948	SESSLER, LOUIS	Reimbursement for Louis Sessler	282.78
RQ13-06950	ANTHONY TENG	New Equipment Technology for Business Department	2,169.32
RQ13-06960	EMALEE MACKENZIE	Conf. reimbursement.	835.00
RQ13-06961	MIROSLAVA MANCHIK	Expenses Associated with New Equipment Technology	701.99
RQ13-06962	TIFFANY TRAN	Conf. reimbursement.	114.69
RQ13-06963	BROOKE CHOO	Conf. reimbursement.	233.17
RQ13-06967	JOSE ARROYO	Conf. reimbursement.	700.00
RQ13-06968	SUMMER SERPAS	Conf. reimbursement.	1,393.99
RQ13-06972	JEANNE HARRIS-CALDWELL	equipment re-imbusement	576.67
RQ13-06976	IMAN KHOSROWPOUR	Conf. reimbursement.	700.00
RQ13-06978	STEWART FRAME	Conf. reimbursement.	667.34
RQ13-06979	BRITTANY ADAMS	Conf. reimbursement.	150.00
RQ13-06980	CANDIDATE	Candidate travel reimbursement	817.18
RQ13-06981	DANIEL HOGAN	Conf. reimbursement.	140.00
RQ13-06982	KATIE ZEOLI	Conf. reimbursement.	600.00
RQ13-06983	DEVON MOHAMED	Conf. reimbursement.	193.00
RQ13-06986	CANDIDATE	Candidate travel reimbursement	1,212.85
RQ13-06987	TURF TIRE DISTRIBUTORS	Emergency Purchase of Cart Tires	151.85
RQ13-06988	SOKHA SONG	Job Fair Expense Reimbursement	53.52
RQ13-06989	JEANNE HARRIS-CALDWELL	HSA-CCC Conference Reimbursement	565.63
RQ13-06990	JEANNE HARRIS-CALDWELL	HSA-CCC Membership	150.00
RQ13-06992	YOSEMITE COMMUNITY COL. DIST. FOR CCC REGISTRY JOB FAIR	Unspent Funds	348.50
RQ13-06994	LAURIE ABRAHAMS	Conference Attendance	700.00
RQ13-06995	MICHELLE SCHARF	Conference Reimbursement	100.00
RQ13-06996	MICHELLE SCHARF	Conference Reimbursement	.00
RQ13-06998	ACADEMIC SENATE FOR CALIF. COMMUNITY COLLEGES	Conference Payment	150.00
RQ13-06999	CLARK SECURITY PRODUCTS	Locksmith supplies	2,415.97
RQ13-07000	ALL THE KING'S FLAGS	Flags for custodial supplies	470.62
RQ13-07001	TERESA CAMACHO	REIMBURSEMENT - FODLERS PURCHASED-EOPS WORKSHOPS	231.66
RQ13-07002	IRVINE VALLEY COLLEGE COMMUNITY EDUCATION	To pay invoice IVC13-037/ ETPA	9,334.25
RQ14-00451	WELLS FARGO #3317 (DISTRICT)	ClassApps Survey Software Renewal-ClassApps.com	250.00
RQ14-00466	WELLS FARGO #1598	Business Dropbox Subscription	819.00
RQ14-00780	EVENTS	Student Services Management Retreat July 2013	1,289.29
RQ14-00791	WELLS FARGO #1598	Flags for the Veterans Center	918.54
RQ14-00812	JAMES ROGERS	Conference for James Rogers	4,100.00

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Includes 07/02/2013 - 08/06/2013

Requisition Number	Vendor Name	Description	Requisition Total
RQ14-00816	WELLS FARGO #1598	SharePoint 2013 master pages training	695.00
RQ14-00823	WELLS FARGO #1606	Dean's and Manager's Retreat	1,500.00
RQ14-00836	WELLS FARGO #1598	New optics / photonics program	349.52
RQ14-00841	WELLS FARGO #1598	Frames- Call to Action	271.03
RQ14-00849	S & B FOODS	BPA refreshments for benefits	324.00
RQ14-00852	CINTAS CORPORATION	SPECIAL SHREDDING SERVICE	380.00
RQ14-00884	TERESA CAMACHO	REIMBURSEMENT - FODLERS PURCHASED-EOPS WORKSHOPS	231.66
RQ14-00905	WELLS FARGO #1598	Supplies for bio. 94 - ralps	5.55
RQ14-00949	JAMES REPKA	Reimbursement for geology DVD (Repka)	22.53
RQ14-00957	KIM MC CORD	Travel registration and reimbursement	135.00
RQ14-00962	CA DEPT OF TOXIC SUBSTANCES CONTROL	2013 manifest fee	287.50
RQ14-00963	CAROL HILTON	August ACBO conference for Carol Hilton	135.00
RQ14-00969	ESTER GRAHAM	2014 employment law conference	149.00
RQ14-00970	TEDDI LORCH	2014 employment law conference	149.00
RQ14-00971	TONI LAKOW	2013 Las Vegas EEOC Seminar	1,470.64
RQ14-00974	LARRY WARD	Reimbursement-Supplies for Casting Project-Jewelry	18.60
RQ14-00979	WELLS FARGO #1606	Credit card for u-haul services between ivc/atep	51.74
RQ14-00985	S & B FOODS	Student Services Training Workshop	388.80
RQ14-00986	CHARLES MYERS SADDLEBACK COLLEGE	Reimbrse faculty for film purchase	33.52
RQ14-00987	DR. LINDA FONTANILLA	Book purchase	32.22
RQ14-00988	SUMMER SERPAS	BSI workshop - accelerated writing	150.00
RQ14-00989	SUMMER SERPAS	BSI workshop - accelerated writing	150.00
RQ14-00990	ARIEL ALEXANDER	Reimbursement - video streaming fee for Mus 20	120.00
RQ14-00992	DR. LINDA FONTANILLA	CCLC Conference	1,763.86
RQ14-00993	DR. CRAIG JUSTICE	C. Justice to CCCC mtg 7/16 - 7/17/13	548.31
RQ14-00994	CENGAGE LEARNING	Library book per Jenny Langrell	226.05
RQ14-00998	WELLS FARGO #3317 (DISTRICT)	SOCCCD.edu domain registration - educause.edu	40.00
RQ14-01000	LAGUNA GRAPHIC ARTS, INC.	Business Cards for Jake Munns	51.12
RQ14-01006	WELLS FARGO #3317 (DISTRICT)	Assn. of governing boards	409.44
RQ14-01013	BAKER & TAYLOR	Library materials per Jenny Langrell.	1,577.49
RQ14-01022	SO. ORANGE CO. COMM. COL.DIST	R2T4 UNSUB LOAN FUNDS (RETURNING)	414.00
RQ14-01024	WELLS FARGO #3317 (DISTRICT)	GoDaddy.com	539.97
RQ14-01029	WELLS FARGO #3317 (DISTRICT)	Lunch for Mtg. from Paradise Bakery	344.06
RQ14-01031	DEBRA L. FITZSIMONS	ACBO - 2013 Chancellor's Office Budget Workshop	85.00
RQ14-01033	WELLS FARGO #4198	Printer toner cartridge	86.39
RQ14-01040	SO. ORANGE CO. COMM. COL.DIST	R2T4 for Spring 2013	796.00
RQ14-01041	MARLYS GRODT	Job Classification Specification	500.00
RQ14-01046	DR. LINDA FONTANILLA	Conference Registration	75.00
RQ14-01063	EARL PAGAL	Conference registration and reimbursement	716.45
RQ14-01069	WELLS FARGO #1606	Office Supply	20.62
RQ14-01091	WELLS FARGO #3317 (DISTRICT)	Party City for Table Cloths	12.94
RQ14-01096	WELLS FARGO #1598	SharePoint 2013 master pages training	1,390.00
RQ14-01101	FAWN TANRIVERDI	2013 CSU Counselor Conf.	130.37
RQ14-01102	WELLS FARGO #1598	Credit card purchase for field trip reservations	300.00

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Requisition Number	Vendor Name	Description	Requisition Total
RQ14-01122	STEVE LEE	2013 CSU Counselor Conf	130.37
RQ14-01125	FAWN TANRIVERDI	2013 UC Counselor Conf.	115.28
RQ14-01128	STEVE LEE	2013 UC Counselor Conf.	115.28
RQ14-01129	PARISA SOLTANI	2013 UC Counselor Conf.	115.28
RQ14-01143	JACQUELINE ZIMBALIST	BGS FIRE: MULTI REGION DVD PLAYER	105.88
RQ14-01145	KEITH SHACKLEFORD	Travel expenses for Keith Shackelford	462.80
RQ14-01146	INSTRUCTIONAL TECHNOLOGY COUNCIL	Webinar registration / C. Greiner	50.00
RQ14-01148	PHEOLIN TRUONG	FSA Conference at El Camino College	39.90
RQ14-01156	BAKER & TAYLOR	Library CD per Jenny Langrell	8.24
RQ14-01158	MISSION AUTO EQUIP & LIFTS	Repair of air compressor dryer	515.20
RQ14-01159	HOWARD DWIGHT	Howard Dwight to attend conf. July 28-July 31	2,006.00
RQ14-01181	MARK PETERSEN	Reimbursement for misc. supplies	500.00
RQ14-01191	WELLS FARGO #3317 (DISTRICT)	Refreshments for Dist Svcs goal setting	1,000.00
RQ14-01204	WELLS FARGO #3317 (DISTRICT)	vga digital cable	127.44
RQ14-01206	MATT BRODET	Reimburse staff member for supplies	66.94
RQ14-01207	SOUTH COAST FAMILY MEDI-CENTER, INC.	Pre-Placement Examination	200.00
RQ14-01208	MARLYS GRODT	Classification Services	500.00
RQ14-01211	ESTEBAN RAMIREZ	Employee enrollment fee reimbursement	184.00
RQ14-01212	JAMES BETTENCOURT	Employee enrollment fee reimbursement	138.00
RQ14-01213	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.	Pre-Employment Evaluation	350.00
RQ14-01216	WELLS FARGO #3317 (DISTRICT)	usb adapter	90.98
RQ14-01234	BRANDYE D'LENA	PCPPPA Conf Reimb for Brandye D'Lena	349.00
RQ14-01235	VENTEK INTERNATIONAL	interim gateway service - parking dispensers	93.55
RQ14-01237	MARY ANSTADT	Pre -Pay for Conference - CCCAOE	1,290.60
RQ14-01238	MARY OPEL FACILITIES PLANNING	PCPPPA Conf Reimb for Mary Opel	349.00
RQ14-01239	DAVID SCHIERMEYER FACILITIES PLANNING	PCPPPA Conf Reimb for David Schiermeyer	349.00
RQ14-01244	BAKER & TAYLOR	Library books per Jenny Langrell	393.98
RQ14-01248	BRIAN MONACELLI	HI-TEC conference reimbursement	1,270.00
RQ14-01257	WELLS FARGO #4198	Required signs by fire inspection	145.80
RQ14-01264	S & B FOODS	Youthpren. Advis. Mtg.	300.51
RQ14-01266	BAKER & TAYLOR	Library books per Jenny Langrell	684.65
RQ14-01272	VENTEK INTERNATIONAL	Setup FDC Processing	15.75
RQ14-01278	S & B FOODS	Int'l Student Office Fall Orientation	450.00
RQ14-01284	CHRISTOPHER MCDONALD	Travel for Chris McDonald/ See Attachments	1,892.68
RQ14-01293	DAYLE McINTOSH CENTER FOR THE DISABLED	interpreter for 1st day of Sign Language classes	384.00
RQ14-01294	S & B FOODS	BOOTCAMP 2013	2,010.00
RQ14-01295	WELLS FARGO #3317 (DISTRICT)	Vendor - Paradise Bakery	198.67
RQ14-01296	BENEFIT TRUST CO AS TRUSTEE FOR SOCCCD FUTURIS PUBLIC	Fund retiree health benefits liability	5,000,000.00
RQ14-01299	WELLS FARGO #3317 (DISTRICT)	Vendor - Paradise Bakery	185.12
RQ14-01301	LEONA AUTOR	Books WIA funded student, PAY IVC BOOKSTORE	53.82
RQ14-01314	DANIELLE AGEMA	Nursing Scholarship	179.61
RQ14-01321	AMANDA HARRINGTON	Nursing Scholarship for Student	209.16

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Includes 07/02/2013 - 08/06/2013

Requisition Number	Vendor Name	Description	Requisition Total
RQ14-01328	MINEO, DONALD	Classified Senate Retreat Reimbursement Expenses	45.00
RQ14-01341	BILLY TEES	W Scholar-Baller Sweatshirts Size XS and Sm	466.56
RQ14-01368	TINA MARLISSA	Scholarship for Nursing Student	175.00
RQ14-01396	MARK ZANDONELLA	Screen Protectors	19.43
RQ14-01402	JIM SCHNEIDER	Reimbursement for cancellation fees	250.00
RQ14-01406	MARK BORDELON	Field studies course reimbursement	180.00
RQ14-01409	PEGGY DAKIN C/O HUMAN SERVICES	Reimbursment for supplies	45.81
RQ14-01425	BAKER & TAYLOR	Library CD's per Jenny Langrell	18.32
RQ14-01430	JEFF DORSZ	Reimburse Jeff Dorsz - 2 hard drives	177.03
RQ14-01435	WELLS FARGO #1598	Postage for Embassy Billing-USPS	27.21
RQ14-01439	MOLLY KRUGER	Instructor purchases for FN 230 culinary class.	20.87
RQ14-01440	MOLLY KRUGER	Instructor purchases for FN 230 culinary class	111.54
RQ14-01442	RENEE COX	Scholarship for Nursing Student	283.64
RQ14-01451	WELLS FARGO #3317 (DISTRICT)	CDW-G	304.14
RQ14-01477	ANDREW CRAVEN	conference	1,769.01
RQ14-01483	ANTHONY HUNTLEY	Reimbursement for Items used at Biology Meeting	174.77
RQ14-01486	LARRY RADDEN	Reimbursement-Speech Supplies	101.44
RQ14-01491	S & B FOODS	Payment for Coffee for President's Meeting	13.96
RQ14-01492	A1 INTERNATIONAL TV, INC.	Board room equipment repair	339.75
RQ14-01494	BOB URELL	Pre-pay Conference Travel	770.00
RQ14-01497	THE RP GROUP	Guest Speaker-Darla Cooper, The RP Group	1,200.00
RQ14-01498	SADDLEBACK BOOKSTORE - #296 FOLLETT HIGHER EDUCATION GROUP	Scantron for EMT students	121.50
RQ14-01515	WELLS FARGO #3317 (DISTRICT)	Home Depot	128.52
RQ14-01516	COMPUTER CO-OP	Photo Printer Repairs	361.99
RQ14-01517	JORDAN VAN DURME	Nusing Scholarship for Student in need	179.61
RQ14-01519	WELLS FARGO #3317	Dist. IT books/pens	150.10
RQ14-01532	DUKE JUAREZ	reimbursement for supplies	15.88
RQ14-01534	SOPHIE MILLER	Management Retreat Supplies	132.65
RQ14-01539	JOYCE BARTLOMAIN	Reimbursement - goal setting session supplies	7.33
RQ14-01556	WELLS FARGO #1606	Registration for Chancellor's Budget Workshop	85.00
RQ14-01557	JACLYN HACHADOORIAN	Nursing Scholarship based on need	377.53
RQ14-01558	JOANNA TANG	Nursing Scholarship for student in need	231.99
RQ14-01563	THOMAS L. SMITH	reimburse for purchase of workbench for MFG	32.40
RQ14-01565	THOMAS L. SMITH	reimburse for audio cable purchased for TAS219	8.63
RQ14-01567	WELLS FARGO #3317 (DISTRICT)	MindMeister subscription	49.50
RQ14-01581	PACIFIC SCREENWORKS	MAP T-Shirts	1,003.32
RQ14-01584	BAKER & TAYLOR	Library books per Jenny Langrell	298.90
RQ14-01585	A1 INTERNATIONAL TV, INC.	Repair of video camera	624.61
RQ14-01586	BAKER & TAYLOR	Library books per Jenny Langrell	323.42
RQ14-01590	MATT BRODET	Reimbruse staff member for parts purchase	129.59
RQ14-01604	MONIKA CONNOLLY	Reimbursement-M Connolly for ISP Fall Orientation	75.00
RQ14-01611	EARL PAGAL	Refreshments for IVC & SC health fair	500.00
RQ14-01614	PROGRESSIVE BUS. PUBLICATIONS	Facility Alert subscription for Michael James	253.00
RQ14-01615	WELLS FARGO #3317 (DISTRICT)	Vendor: Apple Store - Mission Viejo	77.98

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

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Includes 07/02/2013 - 08/06/2013

Requisition Number	Vendor Name	Description	Requisition Total
RQ14-01631	CITY OF TUSTIN ATTN: CITY MANAGER'S OFFICE	Grading Permit - City of Tustin	1,435.89
RQ14-01649	RICHARD DAHLIN	Reimbursement for Mooring at Catalina Island	176.00
		<b>Total</b>	<b>173</b>
			<b>5,087,462.27</b>

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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Fund Summary				
Fund	Description	Requisition Count	Amount	
01	General Fund	162	83,290.76	
12	Child Development Fund	1	348.50	
40	Capital Outlay Fund	7	2,606.56	
68	Self-Insurance Fund	2	1,216.45	
71	Retiree Benefit Fund	1	5,000,000.00	
	<b>Total</b>	<b>173</b>	<b>5,087,462.27</b>	

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

TO: Board of Trustees  
FROM: Gary L. Poertner, Chancellor  
RE: SOCCCD: Payment of Bills  
ACTION: Approval

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**BACKGROUND**

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

**STATUS**

Checks No. 171205 through 172209 processed through the Orange County Department of Education, totaling \$13,228,332.22; and Checks No. 010691 through 010753, processed through Saddleback College Community Education, totaling \$151,105.83; and Checks No. 009142 through 009159, processed through Irvine Valley College Community Education, totaling \$199,664.98 are submitted for the approval of the Board of Trustees.

**RECOMMENDATION**

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

Checks Dated 07/02/2013 through 08/06/2013

Check Number	Check Date	Pay to the Order of	Check Amount
171205	07/02/2013	MARY ANSTADT	79.89
171206	07/02/2013	JOYCE BARTLOMAIN	12.40
171207	07/02/2013	CHERYL DOBBIE	15.26
171208	07/02/2013	DRAKE, EUGENE	122.04
171209	07/02/2013	GALLS INC. %GALLS RETAIL CA LOCK BOX	1,005.21
171210	07/02/2013	GRACE GARCIA	15.33
171211	07/02/2013	W. W. GRAINGER	122.45
171212	07/02/2013	GREEN THUMB INTERNATIONAL	422.93
171213	07/02/2013	HIGHER ONE INC.	238.26
171214	07/02/2013	HILLYARD FLOOR CARE SUPPLY HILLYARD/LOS ANGELES	160.12
171215	07/02/2013	BRADLEY JACK HINSON	803.29
171216	07/02/2013	HIRSCH PIPE & SUPPLY	92.31
171217	07/02/2013	HORIZON	102.61
171218	07/02/2013	HUMANSCALE	672.04
171219	07/02/2013	INGARDIA BROTHERS PRODUCE,INC.	335.70
171220	07/02/2013	INSLEY CONSTRUCTION	14,564.45
171221	07/02/2013	IRVINE PIPE & SUPPLY	601.70
171222	07/02/2013	IRVINE RANCH WATER DIST.	2,519.37
171223	07/02/2013	IVC/ATEP WORKFORCE DEVELOPMENT	720.00
171224	07/02/2013	JOHNSTONE SUPPLY	554.85
171225	07/02/2013	KAUFMAN TRAILERS OF NC, INC.	5,240.00
		Unpaid Sales Tax	371.20
		Expensed Amount	5,611.20
171226	07/02/2013	ERIN KIM	35.00
171227	07/02/2013	KIMBALL OFFICE KIMBALL INT'L.	4,275.01
171228	07/02/2013	TAMARA KING	110.08
171229	07/02/2013	LAB DEPOT	354.28
		Unpaid Sales Tax	26.30
		Expensed Amount	380.58
171230	07/02/2013	LABWEAR.COM	336.20
		Unpaid Sales Tax	28.64
		Expensed Amount	364.84
171231	07/02/2013	SHARON LANDIS	480.00
171232	07/02/2013	LAWNMOWERS ETC., LLC	153.90
171233	07/02/2013	MICHAEL LEVINE, INC.	1,253.78
171234	07/02/2013	DIANE LEWIS	821.28
171235	07/02/2013	LEXIPOL LLC	2,450.00
171236	07/02/2013	LIEBERT CASSIDY WHITMORE	5,525.35
171237	07/02/2013	LIFETIME MEMORY PRODUCTS, INC.	253.82
171238	07/02/2013	LOCAL JANITORIAL & VACUUM & SUPPLY CO.	1,184.39
171239	07/02/2013	MAIN GRAPHICS	398.98
171240	07/02/2013	MAIN, DAUNE	106.79
171241	07/02/2013	MIROSLAVA MANCHIK	2,270.86
171242	07/02/2013	MATERIAL SALES UNLIMITED	1,195.87
171243	07/02/2013	DAYLE McINTOSH CENTER FOR THE DISABLED	263.50
171244	07/02/2013	MC KESSON MEDICAL SURGICAL	149.34
171245	07/02/2013	McMASTER CARR SUPPLY CO.	258.30
171246	07/02/2013	SALLIE MILLER	630.00

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## Checks Dated 07/02/2013 through 08/06/2013

Check Number	Check Date	Pay to the Order of	Check Amount
171247	07/02/2013	SOPHIE MILLER	566.79
171248	07/02/2013	MISSION PRINTING COMPANY	851.20
171249	07/02/2013	MISSION VIEJO COUNTRY CLUB	2,446.85
171250	07/02/2013	MK DIAMOND DIRECT	265.07
171251	07/02/2013	NASCO MODESTO	135.91
171252	07/02/2013	NORTH STATE ENVIRONMENTAL	15,251.77
171253	07/02/2013	OC Treasurer-Tax Collector	16,555.50
171254	07/02/2013	CANON SOLUTIONS AMERICA	165.84
171255	07/02/2013	OLSON, JANELLE JAMES	180.00
171256	07/02/2013	ORANGE EMPIRE CONFERENCE    JOHN KEEVER, COMMISSIONER	5,000.00
171257	07/02/2013	ORCHARD SUPPLY HARDWARE	403.34
171258	07/02/2013	ORKIN PEST CONTROL 711	2,195.00
171259	07/02/2013	ROGER OWENS	31.87
171260	07/02/2013	DONNA RANE-SZOSTAK	20.40
171261	07/02/2013	GLENN ROQUEMORE	105.66
171262	07/02/2013	CORA SWANSON	23.39
171263	07/02/2013	3D RAPID PROTOTYPING INC.	1,608.01
171264	07/02/2013	A-1 AWARDS	576.29
171265	07/02/2013	AARDVARK CLAY AND SUPPLIES	132.40
171266	07/02/2013	ADI	1,136.53
171267	07/02/2013	ALLIED REFRIGERATION INC	246.54
171268	07/02/2013	ANAHEIM FENCE COMPANY	1,366.00
171269	07/02/2013	VANERUM STELTER        ARCHITXTURE	2,665.55
171270	07/02/2013	ARROWHEAD DRINKING WATER	43.19
171271	07/02/2013	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	60,403.53
171272	07/02/2013	BAKER & TAYLOR	2,557.32
171273	07/02/2013	JOYCE BARTLOMAIN	71.20
171274	07/02/2013	BJB ENTERPRISES, INC.	302.19
171275	07/02/2013	KRISTEN BUSH	1,365.00
171276	07/02/2013	CALIFORNIA STAGE/LIGHTING, INC	1,109.22
171277	07/02/2013	CARAVAN CANOPY INT'L, INC.	2,208.26
171278	07/02/2013	CHEVRON AND TEXACO BUSINESS    CARD SERVICES	2,855.43
171279	07/02/2013	CINTAS CORPORATION	40.00
171280	07/02/2013	CINTAS DOCUMENT MANAGEMENT	120.00
171281	07/02/2013	CINTAS DOCUMENT MANAGEMENT	120.00
171282	07/02/2013	CINTAS DOCUMENT MANAGEMENT	120.00
171283	07/02/2013	CLARK SECURITY PRODUCTS INC.	171.04
171284	07/02/2013	COAST FITNESS REPAIR SHOP	500.00
171285	07/02/2013	EDUCATION 4 WORK        SUSAN M. COLEMAN	11,200.00
171286	07/02/2013	COLLEGE BOARD        ATTN: ACCTS. RECEIVABLE	20,184.16
171287	07/02/2013	CULLIGAN	106.50
171288	07/02/2013	DUNN-EDWARDS CORPORATION	489.11
171289	07/02/2013	EAGLE COMMUNICATIONS	616.50
171290	07/02/2013	EBERHARD EQUIPMENT	2,001.15
171291	07/02/2013	ECONOMIC ALTERNATIVES, INC.	358.33
171292	07/02/2013	ARNETTE EDWARDS	360.00
171293	07/02/2013	PARADIGM, INC.	2,209.26
171294	07/02/2013	PARKWAY LAWNMOWER SHOP	785.08

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## Checks Dated 07/02/2013 through 08/06/2013

Check Number	Check Date	Pay to the Order of	Check Amount
171295	07/02/2013	THE PATON GROUP	5,749.00
171296	07/02/2013	PAYAM-E-ASHENA	250.00
171297	07/02/2013	JIM PHANEUF	167.97
171298	07/02/2013	PHOENIX GROUP	2,259.54
171299	07/02/2013	DONNA PRIBYL	34.10
171300	07/02/2013	PURETEC	275.85
171301	07/02/2013	REFRIGERATION UNLIMITED, INC	1,193.69
171302	07/02/2013	REINBERGER PRINTWERKS	4,198.00
		Unpaid Sales Tax	335.84
		Expensed Amount	4,533.84
171303	07/02/2013	RICOH USA, INC.	72.96
171304	07/02/2013	S & B FOODS CATERING DIVISION	2,404.62
171305	07/02/2013	S & B FOODS CATERING DIVISION	243.00
171306	07/02/2013	SAFEWAY, INC.	138.34
171307	07/02/2013	FHEG - SADDLEBACK BOOKSTORE STORE NO. 296	3,578.41
171308	07/02/2013	VITO-LEONARDO SCAROLA	75.00
171309	07/02/2013	CHARLES C. STILL SECURE LIVE SCAN	45.00
171310	07/02/2013	SHOR INTERNATIONAL CORP.	536.51
171311	07/02/2013	RAJBIR SINGH	138.00
171312	07/02/2013	SMART & FINAL	85.18
171313	07/02/2013	SMASH HIT DISPLAYS LLC	856.28
		Unpaid Sales Tax	62.64
		Expensed Amount	918.92
171314	07/02/2013	SOUTHERN COUNTIES OIL DBA/SC FUELS	5,099.73
171315	07/02/2013	SPECTRUM CHEMICAL MFG. CORP.	92.05
171316	07/02/2013	TIM SWISS	403.00
171317	07/02/2013	PATRIC TAYLOR	27.28
171318	07/02/2013	THOMSON REUTERS - WEST PAYMENT CENTER	72.37
171319	07/02/2013	TOMARK SPORTS, INC.	4,816.78
171320	07/02/2013	Casey Vail	250.00
171321	07/02/2013	WEST COAST LIGHTS & SIRENS, INC.	492.66
171322	07/02/2013	WALTERS WHOLESALE ELECTRIC	1,017.59
171323	07/02/2013	WARD'S NATURAL SCIENCE	221.41
171324	07/02/2013	DIANE WENZEL	125.25
171325	07/02/2013	WESTERN GRAPHICS PLUS, INC.	9,147.00
171326	07/02/2013	CHARLOTTE WILSON	485.00
171327	07/02/2013	LYNN YOUNG	180.00
171328	07/02/2013	SAFEWAY, INC.	873.39
171329	07/02/2013	SMART & FINAL	961.58
171330	07/02/2013	ACBO ASSOCIATION OF CHIEF	85.00
171331	07/02/2013	MONICA CATALDO	15.75
171332	07/02/2013	GERRY DOOLITTLE	2,153.16
171333	07/02/2013	ARLEEN ELSEROAD	113.53
171334	07/02/2013	SANDY JEFFRIES	37.30
171335	07/02/2013	WELLS FARGO #1598	1,759.75
171336	07/02/2013	WELLS FARGO #1606	2,825.49
		Unpaid Sales Tax	26.00
		Expensed Amount	2,851.49
171337	07/02/2013	WELLS FARGO #2078	3,037.21

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## Checks Dated 07/02/2013 through 08/06/2013

Check Number	Check Date	Pay to the Order of	Check Amount
171338	07/02/2013	WELLS FARGO #4198	1,536.29
		Unpaid Sales Tax	47.99
		Expensed Amount	1,584.28
171339	07/02/2013	WELLS FARGO #2078	977.10
171340	07/02/2013	WELLS FARGO #4198	1,958.00
171341	07/03/2013	JONES, MARY T.	700.00
171342	07/03/2013	PIPS C/O KEENAN & ASSOCIATES	147,604.75
171343	07/03/2013	AG CONSTRUCTION & CONTRACTING INC	431.05
171344	07/03/2013	AMERICAN STEEL CARPORTS	1,830.60
171345	07/03/2013	AMTECH ELEVATOR SERVICES	10,168.00
171346	07/03/2013	AUCA LOS ANGELES	127.14
171347	07/03/2013	ART SUPPLY WAREHOUSE	16.03
171348	07/03/2013	ADVANTA ENERGY	1,000.00
171349	07/03/2013	BAKER & TAYLOR	324.96
171350	07/03/2013	THOMAS A. BENTZ	817.18
171351	07/03/2013	BOUNDLESS NETWORK	2,072.21
171352	07/03/2013	CINTAS DOCUMENT MANAGEMENT	120.00
171353	07/03/2013	CONSOLIDATED ELECTRICAL DIST.	529.44
171354	07/03/2013	BARBARA COX	1,024.49
171355	07/03/2013	CPP, INC. DAVIES-BLACK PUBLISHING	195.00
171356	07/03/2013	MICHELE DUGAN	360.00
171357	07/03/2013	DUNN-EDWARDS CORPORATION	1,644.03
171358	07/03/2013	EAGLE COMMUNICATIONS	278.16
171359	07/03/2013	ECOLOGICAL FERTIGATION INC	6,948.50
171360	07/03/2013	EMCOR/Mesa Energy Systems	6,315.00
171361	07/03/2013	EXCELSIOR ELEVATOR CORPORATION	2,275.00
171362	07/03/2013	FRY'S ELECTRONICS	1,488.43
171363	07/03/2013	OFFICEMAX CONTRACT INC.	24,308.21
171364	07/03/2013	OFFICEMAX CONTRACT INC.	4,201.21
171365	07/03/2013	THOMSON REUTERS/BARCLAYS BARCLAYS DIVISION	160.00
171366	07/03/2013	QUALTRICS, LLC	3,000.00
171367	07/03/2013	REAL VOLLEYBALL	1,530.88
171368	07/03/2013	JIM WRIGHT	55.99
171369	07/03/2013	XAP CORPORATION	18,500.00
171370	07/03/2013	ALTERNATIVE DELIVERY SOLUTIONS	6,260.00
171371	07/03/2013	CA DEPARTMENT OF CONSERVATION	3,600.00
171372	07/03/2013	DAART ENGINEERING CO., INC.	1,248.00
171373	07/03/2013	DATA CLEAN CORPORATION	880.00
171374	07/03/2013	DOUGHERTY + DOUGHERTY ARCHITECTS LLP	79,298.79
171375	07/03/2013	ENAMIX, INC.	7,555.50
171376	07/03/2013	ENVIRON INTERNATIONAL CORP.	1,710.58
171377	07/03/2013	FUNDAMENT & ASSOCIATES, INC.	45,220.00
171378	07/03/2013	HCTD., LLC c/o HUDSON PACIFIC PROPERTIES	22,750.00
171379	07/03/2013	i3 SOLUTIONS	3,250.00
171380	07/03/2013	JOYCE INSPECTION & TESTING	7,728.00
171381	07/03/2013	LIONAKIS	1,791.80
171382	07/03/2013	MARIST COLLEGE INFORMATION TECHNOLOGY	2,300.00
171383	07/03/2013	MC CARTHY BUILDING COMPANIES	62,362.00

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Checks Dated 07/02/2013 through 08/06/2013

Check Number	Check Date	Pay to the Order of	Check Amount
171384	07/03/2013	NEUDESIC, LLC	75,665.50
171385	07/03/2013	NIMBLE CONSULTING	12,250.00
171386	07/03/2013	OFFICEMAX CONTRACT INC.	60.67
171387	07/03/2013	PUBLIC ECONOMICS, INC.	30.13
171388	07/03/2013	RGP PLANNING & DEVELOPMENT SERVICES	6,640.23
171389	07/03/2013	SWINERTON BUILDERS	343,042.24
171390	07/03/2013	SYNERGY SOFTWARE SOLUTIONS	10,458.00
171391	07/03/2013	TREMCO/WEATHERPROOFING TECH.	4,770.00
171392	07/03/2013	GARY L. VOGT AND ASSOCIATES	4,500.00
171393	07/03/2013	WATRY DESIGN INC.	20,627.49
171394	07/03/2013	THEODORE YOUNGLOVE	2,850.00
171395	07/03/2013	P & E INSULATION, INC.	4,994.00
171396	07/03/2013	J.W. PEPPER & SON, INC.	2,830.75
171397	07/03/2013	LILIANN PEREZ-STROUD	180.00
171398	07/03/2013	PITNEY BOWES PRESORT SERVICES	2,165.00
171399	07/03/2013	PYRO-COMM SYSTEMS	95.00
171400	07/03/2013	DAVID ROBINSON	67.00
171401	07/03/2013	S & B FOODS CATERING DIVISION	131.54
171402	07/03/2013	FHEG - SADDLEBACK BOOKSTORE STORE NO. 296	787.05
171403	07/03/2013	GUISELLE SCOTT	140.00
171404	07/03/2013	c/o HELEN TUNG SMASHING SPORTS	1,002.00
171405	07/03/2013	SOUTH COAST FAMILY MEDI-CENTER, INC.	235.00
171406	07/03/2013	SOURCE GRAPHICS	255.32
171407	07/03/2013	SPORTS FIELD INSTALLATION	66,233.00
171408	07/03/2013	ANTHONY TENG	2,229.24
171409	07/03/2013	DIEMMY TRAN	240.00
171410	07/03/2013	TURF TIRE DISTRIBUTORS	151.85
171411	07/03/2013	UNISOURCE WORLDWIDE INC.	41.42
171412	07/03/2013	VILLAGE NURSERIES	2,342.04
171413	07/03/2013	MICHAEL E. WILSON	11,560.00
171414	07/03/2013	MAPPING YOUR FUTURE, INC.	1,800.00
171415	07/03/2013	TAMARA BOSTWICK	37.52
171416	07/03/2013	CHANG, DAVID H.	71.76
171417	07/03/2013	JEANNE HARRIS-CALDWELL	286.46
171418	07/03/2013	JAY, BILL	8.80
171419	07/03/2013	JEMAL, TIMOTHY	22.75
171420	07/03/2013	BEVERLY JOHNSON	60.22
171421	07/03/2013	DAVIT S. KHACHATRYAN,	83.62
171422	07/03/2013	LANG, DAVID B.	16.93
171423	07/03/2013	MIROSLAVA MANCHIK	199.33
171424	07/03/2013	VICTOR MANCHIK	77.29
171425	07/03/2013	PADBERG, NANCY	79.85
171426	07/03/2013	SANDRA POPE	38.14
171427	07/03/2013	PRENDERGAST, T. J.	26.53
171428	07/03/2013	ROBINSON, DAVID	10.03
171429	07/03/2013	JAMES ROGERS	82.17
171430	07/03/2013	SESSLER, LOUIS	20.26
171431	07/03/2013	CYNDI STAGGS	15.26
171432	07/03/2013	WRIGHT, JIM	40.78

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Checks Dated 07/02/2013 through 08/06/2013

Check Number	Check Date	Pay to the Order of	Check Amount
171433	07/03/2013	MARY OPEL FACILITIES PLANNING	180.46
171434	07/03/2013	DAVID SCHIERMEYER FACILITIES PLANNING	48.19
171435	07/05/2013	CAROL BENDER	500.00
171436	07/05/2013	DONALD BRADSHAW	274.00
171437	07/05/2013	TRACY BRYARS	500.00
171438	07/05/2013	BROOKE CHOO	233.17
171439	07/05/2013	KATHRYN DAMM	1,000.00
171440	07/05/2013	PATTY HELTON	16.00
171441	07/05/2013	KARA MC CANN	381.14
171442	07/05/2013	ROXANNE METZ	788.32
171443	07/05/2013	BRETT MYHREN	271.33
171444	07/05/2013	JANINE O'BUCHON	97.00
171445	07/05/2013	KEVIN O'CONNOR	677.50
171446	07/05/2013	SOKHA SONG	53.52
171447	07/05/2013	TIFFANY TRAN	114.69
171448	07/05/2013	WELLS FARGO #3317	1,915.43
		Unpaid Sales Tax	22.08
		Expensed Amount	1,937.51
171449	07/05/2013	KOLIN WILLIAMS	1,000.00
171450	07/05/2013	WELLS FARGO #3317	31.56
171451	07/05/2013	AIR SOURCE INDUSTRIES, INC.	25.20
171452	07/05/2013	AIRGAS WEST	298.26
171453	07/05/2013	ALL THE KING'S FLAGS	470.62
171454	07/05/2013	APCO GRAPHICS, INC.	324.87
171455	07/05/2013	ARROWHEAD DRINKING WATER	14.86
171456	07/05/2013	ART SUPPLY WAREHOUSE	567.60
171457	07/05/2013	AIRPORT VAN RENTAL SOLUTIONS	2,702.06
171458	07/05/2013	BOUNDLESS NETWORK	181.46
171459	07/05/2013	DR. NANCY CARRITTE INDUSTRIAL PSYCHOLOGIST	900.00
171460	07/05/2013	CLARK SECURITY PRODUCTS INC.	2,415.97
171461	07/05/2013	CR&R INC.	3,536.28
171462	07/08/2013	AACRAO MEMBERSHIP	1,030.00
171463	07/08/2013	ASSOCIATED COLLEGIATE PRESS REGISTRATION	149.00
171464	07/08/2013	ACTT	210.60
171465	07/08/2013	APPA	1,440.75
171466	07/08/2013	APPLE COMPUTER INC.	693.84
171467	07/08/2013	BIO CORPORATION	408.75
		Unpaid Sales Tax	27.10
		Expensed Amount	435.85
171468	07/08/2013	SPORT SUPPLY GROUP	779.70
171469	07/08/2013	CA DEPT OF TOXIC SUBSTANCES CONTROL	287.50 *
	Cancelled on 07/12/2013, Cancel Register # AP07122013D		
171470	07/08/2013	CACCRAO EL CAMINO COLLEGE ADM & REC	200.00 *
	Cancelled on 07/08/2013, Cancel Register # AP07082013C		
171471	07/08/2013	CAREERBUILDER, LLC	10,000.00
171472	07/08/2013	CCCCSSAA ATTN: BRUCE PATT	300.00
171473	07/08/2013	CDW GOVERNMENT, INC.	24,054.07
171474	07/08/2013	AMERICAN FUTURE SYSTEMS, INC. dba: CTR. FOR ED.& EMPLMT LAW	195.00

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Checks Dated 07/02/2013 through 08/06/2013

Check Number	Check Date	Pay to the Order of	Check Amount
171475	07/08/2013	CODESP	1,850.00
171476	07/08/2013	DANA WHARF SPORTFISHING	1,200.00
171477	07/08/2013	EDUCAUSE	3,290.00
171478	07/08/2013	EMSI ECON. MODELING SPECIALISTS INC	20,000.00
171479	07/08/2013	FEDERAL EXPRESS	75.38
171480	07/08/2013	JONES, MARY T.	1,000.00
171481	07/08/2013	DAIRY DEPOT	64.81
171482	07/08/2013	SHKULA ANGAR	150.00
171483	07/08/2013	G/M BUSINESS INTERIORS	44,698.23
171484	07/08/2013	G/M BUSINESS INTERIORS c/o IZZY	2,977.55
171485	07/08/2013	KRUEGER INTL c/o GM BUSINESS INTERIORS	2,371.68
171486	07/08/2013	MINDIA GABICHVADZE	1,416.66
171487	07/08/2013	LESLIE ANN HENRICKSON GARGIULO	1,161.25
171488	07/08/2013	JIM GASTON	638.80
171489	07/08/2013	GKKWORKS	992.04
171490	07/08/2013	JEANNE HARRIS-CALDWELL	576.67
171491	07/08/2013	HERCULES PORTABLE POWER, INC.	699.04
171492	07/08/2013	GABRIELA HERNANDEZ	50.00
171493	07/08/2013	HEWLETT PACKARD	2,079.00
171494	07/08/2013	HIGHER ONE INC.	226.06
171495	07/08/2013	HIRSCH PIPE & SUPPLY	265.95
171496	07/08/2013	HITT MARKING DEVICES, INC.	40.78
171497	07/08/2013	INDUSTRIAL PLASTIC SUPPLY, INC	581.58
171498	07/08/2013	INGARDIA BROTHERS PRODUCE, INC.	225.64
171499	07/08/2013	IRVINE RANCH WATER DIST.	310.72
171500	07/08/2013	JAMES L. CONSULTING	1,624.00
171501	07/08/2013	SANDY JEFFRIES	37.30
171502	07/08/2013	KAMAN INDUSTRIAL TECHNOLOGIES	5,596.50 *
Cancelled on 08/06/2013, Cancel Register # AP08062013A			
171503	07/08/2013	KEENAN & ASSOCIATES ACCOUNTS RECEIVABLE	6,150.00
171504	07/08/2013	KEENAN & ASSOCIATES ACCOUNTS RECEIVABLE	25,736.40
171505	07/08/2013	KELE INC.	602.42
			Unpaid Sales Tax 41.13
			Expensed Amount 643.55
171506	07/08/2013	KNORR SYSTEMS, INC.	16,273.90
171507	07/08/2013	KUBOTA TRACTOR CORPORATION	32,140.00
171508	07/08/2013	LAERDAL MEDICAL CORP.	17,660.50
171509	07/08/2013	LANG, DAVID B.	36.39
171510	07/08/2013	LASER SOURCE	282.53
171511	07/08/2013	LIFE TECHNOLOGIES, INC. c/o BANK OF AMERICA	493.02
171512	07/08/2013	LOOMIS, FARGO & COMPANY	668.99
171513	07/08/2013	MACIAS, GINI & O'CONNELL, LLP	623.50
171514	07/08/2013	MAIN GRAPHICS	1,345.44
171515	07/08/2013	MIROSLAVA MANCHIK	701.99
171516	07/08/2013	MICHAEL LOWELL MC CORMICK	14.90
171517	07/08/2013	MICRO CENTER A/R	518.29
171518	07/08/2013	SALLIE MILLER	120.00
171519	07/08/2013	MODERN CONCRETE SURFACES	1,500.00
171520	07/08/2013	MODERN BIOLOGY	556.51

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Check Number	Check Date	Pay to the Order of	Check Amount
		Unpaid Sales Tax	44.52
		Expensed Amount	601.03
171521	07/08/2013	RJ COACHING AND CONSULTING RITA M. JONES	10,000.00
171522	07/08/2013	JACOBSEN WEST	8,465.40
171523	07/08/2013	MICHAEL WOLF INTERIORS INC.	1,208.12
171524	07/08/2013	XEROX CORPORATION	175.55
171525	07/08/2013	XEROX CORPORATION	12,251.84
171526	07/08/2013	XEROX CORPORATION	57.43
171527	07/08/2013	FARIDA GABDRAKHMANOVA	593.00
171528	07/08/2013	PENN CORPORATE RELOCATION SERVICES, INC.	492.00
171529	07/08/2013	PRINTECH SERVICES	1,614.04
171530	07/08/2013	REDINSERT, INC	2,000.00
171531	07/08/2013	REFRIGERATION SUPPLIES DIST.	210.15
171532	07/08/2013	S & B FOODS CATERING DIVISION	810.00
171533	07/08/2013	S & B FOODS CATERING DIVISION	2,424.99
171534	07/08/2013	SAFELITE AUTO GLASS	222.81
171535	07/08/2013	SESSLER, LOUIS	282.78
171536	07/08/2013	SMART & FINAL	95.22
171537	07/08/2013	ANTHONY TENG	2,169.32
171538	07/08/2013	MARIYA TOLMACHEVA	900.00
171539	07/08/2013	TRUSTWAVE HOLDINGS, INC.	1,650.00
171540	07/08/2013	YOSEMITE COMMUNITY COL. DIST. FOR CCC REGISTRY JOB FAIR	348.50
171541	07/09/2013	AT & T MOBILITY	58.39
171542	07/09/2013	PACIFIC CLIPPINGS	59.00
171543	07/09/2013	RSCCD ATTN: PETER HARDASH BUSINESS OPERATIONS	582.75
171544	07/09/2013	TOWNSEND PUBLIC AFFAIRS, INC ATTN:CHRISTOPHER TOWNSEND	3,500.00
171545	07/09/2013	XEROX CORPORATION	409.11
171546	07/09/2013	SO. ORANGE CO. COMM. COL. DISTWORKERS COMPENSATION	1,796.27
171547	07/09/2013	ACBO ASSOCIATION OF CHIEF	85.00
171548	07/09/2013	AMERICAN EXPRESS TRAVEL RELATED SERVICES CO INC	1,786.60
171549	07/09/2013	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	99.00
171550	07/09/2013	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	99.00
171551	07/09/2013	PAUL BONKOWSKI	54.00
171552	07/09/2013	COMMUNITY COLLEGE LEAGUE OF CA	485.00
171553	07/09/2013	DBIA MEETINGS DEPARTMENT	2,750.00
171554	07/09/2013	DENNIS GORDON	227.09
171555	07/09/2013	HELEN LOCKE	69.03
171556	07/09/2013	BRAD MCREYNOLDS	4.92
171557	07/09/2013	JOHN OZUROVICH	1,062.19
171558	07/09/2013	DIGITAL NETWORKS GROUP, INC.	28,672.79
171559	07/09/2013	DOUGHERTY + DOUGHERTY ARCHITECTS LLP	482.61
171560	07/09/2013	HCTD., LLC c/o HUDSON PACIFIC PROPERTIES	22,750.00
171561	07/09/2013	MONTGOMERY HARDWARE	1,221.00
171562	07/09/2013	SWINERTON BUILDERS	79,776.72

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Check Number	Check Date	Pay to the Order of	Check Amount
171563	07/09/2013	AG CONSTRUCTION & CONTRACTING INC	400.00
171564	07/09/2013	AMERICAN PORTABLE STORAGE	14,776.20
171565	07/09/2013	CLARK SECURITY PRODUCTS INC.	1,826.10
171566	07/09/2013	COMPELLER PICTURES	495.00
171567	07/09/2013	CPAPUSA.COM	393.00
171568	07/09/2013	CR&R	2,461.00
171569	07/09/2013	DELL MARKETING L.P. C/O DELL USA L.P.	497.00
171570	07/09/2013	DISCOUNT DANCE SUPPLY CO.	164.96
171571	07/09/2013	EBERHARD EQUIPMENT	264.70
171572	07/09/2013	EPLUS TECHNOLOGY, INC.	329.21
171573	07/09/2013	AT & T MOBILITY	15.37
171574	07/09/2013	AT & T	76.15
171575	07/09/2013	AT & T	29.41
171576	07/09/2013	AT&T	11.66
171577	07/09/2013	NANCY PADBERG	55.99
171578	07/09/2013	UNITED SITE SERVICES OF CALIFORNIA, INC.	252.25
171579	07/09/2013	XEROX CORPORATION	5,915.24
171580	07/09/2013	HAIR CALIFORNIA BEAUTY ACADEMY	31,999.50
171581	07/09/2013	JEANNE HARRIS-CALDWELL	150.00
171582	07/09/2013	IRVINE RANCH WATER DIST.	11,505.72
171583	07/09/2013	EFAX CORPORATE c/o J2 GLOBAL, INC.	141.80
171584	07/09/2013	JOSTEN'S	105.25
171585	07/09/2013	PIPS C/O KEENAN & ASSOCIATES	147,604.75
171586	07/09/2013	LAB RESEARCH PRODUCTS	4,001.48
		Unpaid Sales Tax	270.96
		Expensed Amount	4,272.44
171587	07/09/2013	LAURA'S INT PLANTSCAPE SERV	222.68
171588	07/09/2013	DIANE LEWIS	588.50
171589	07/09/2013	MARCIVE, INC.	60.39
171590	07/09/2013	MC CALLUM GROUP, INC.	10,500.00
171591	07/09/2013	MICHAEL LOWELL MC CORMICK	374.26
171592	07/09/2013	MONTGOMERY HARDWARE	496.80
171593	07/09/2013	MOULTON-NIGUEL WATER DIST.	12,088.49
171594	07/09/2013	JOSEPH V. MULROY	80.00
171595	07/09/2013	MUSIC THEATRE INTERNATIONAL	400.00
171596	07/09/2013	NAFSA MEMBERSHIP	399.00
171597	07/09/2013	NASCO MODESTO	380.08
171598	07/09/2013	NEUDESIC, LLC	2,608.00
171599	07/09/2013	NEW ALTERNATIVES, INC.	600.00
171600	07/09/2013	AEROFUND FINANCIAL, INC.	20,036.30
171601	07/09/2013	ORANGE COUNTY ELECTRIC, INC	26,938.00
171602	07/09/2013	OCLC, INC. DEPT #34299	540.91
171603	07/09/2013	ORKIN PEST CONTROL 711	3,609.00
171604	07/09/2013	DAVID PUFAHL dba NEW VISION CONSTRUCTION	14,293.97
171605	07/09/2013	WIRED PLANET ERIK JENSEN	300.00
171606	07/10/2013	APEX AUDIO	1,148.00
171607	07/10/2013	CALIFORNIA STAGE/LIGHTING, INC	310.37
171608	07/10/2013	CACCRAO REGISTRATION c/o SBCC	200.00

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Check Number	Check Date	Pay to the Order of	Check Amount
171609	07/10/2013	CHRONICLE OF HIGHER EDUCATION BULLETIN BOARD	210.00
171610	07/10/2013	CMC GOVERNMENT SUPPLY	798.30
		Unpaid Sales Tax	57.91
		Expensed Amount	856.21
171611	07/10/2013	COMMUNITY COLLEGE WEEK	52.00
171612	07/10/2013	FEDERAL EXPRESS	91.66
171613	07/10/2013	DR. LINDA FONTANILLA	32.22
171614	07/10/2013	PENN CORPORATE RELOCATION SERVICES, INC.	1,191.12
171615	07/10/2013	SHRED-IT USA-SAN DIEGO	415.60
171616	07/10/2013	U.S. DATA TRUST CORPORATION	6,000.00
171617	07/10/2013	XEROX CORPORATION	116.55
171618	07/10/2013	PERCEPTIVE SOFTWARE	51,200.00
171619	07/10/2013	ACSIG/EDGE	139,012.44
171620	07/10/2013	ACSIG/EDGE	42,801.36
171621	07/10/2013	HYATT LEGAL	7,221.00
171622	07/10/2013	PRUDENTIAL INSURANCE COMPANY OF AMERICA	26,810.43
171623	07/10/2013	PRUDENTIAL INSURANCE COMPANY OF AMERICA	14,993.65
171624	07/10/2013	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	1,253,291.00
171625	07/10/2013	UNUM LIFE INSURANCE COMPANY	6,055.58
171626	07/10/2013	UNUM LIFE INSURANCE COMPANY	4,114.42
171627	07/10/2013	UNITED BEHAVIORAL HEALTH U.S. BEHAVIORAL HEALTH PLAN	3,113.04
171628	07/10/2013	ACSIG/EDGE	23,276.99
171629	07/10/2013	ACSIG/EDGE	5,869.10
171630	07/10/2013	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	343,119.00
171631	07/11/2013	STATE OF CA DOHENY BEACH ATTN: OFFICER ALEXIS PETTIGREW	475.00
171632	07/11/2013	ALLIEDBARTON SECURITY SERVICES	1,463.44
171633	07/11/2013	ADVANCE BEAUTY COLLEGE, INC.	50,109.30
171634	07/11/2013	MARK BLETHEN	487.59
171635	07/11/2013	BOUNDLESS NETWORK	4,744.21
171636	07/11/2013	TERESA CAMACHO	231.66
171637	07/11/2013	CR&R INC.	2,249.16
171638	07/11/2013	CULVER-NEWLIN, INC.	4,606.94
171639	07/11/2013	EWING IRRIGATION PRODUCTS	56.20
171640	07/11/2013	EXTENSIS CORPORATION	199.80
171641	07/11/2013	PATRICK GEERS	437.09
171642	07/11/2013	ROSIE AGUILAR	54.62
171643	07/11/2013	BARBARA CAREY	63.96
171644	07/11/2013	G & K SERVICES	114.34
171645	07/11/2013	DENNIS GORDON	30.51
171646	07/11/2013	GRAINGER	45.87
171647	07/11/2013	PATTY HELTON	30.51
171648	07/11/2013	HOME DEPOT CREDIT SERVICES	1,305.69
171649	07/11/2013	JACKSON, DE MARCO, TIDUS, & PECKENPAUGH	2,253.00 *
	Cancelled on 07/11/2013, Cancel Register # AP07112013H		
171650	07/11/2013	BICHTUYEN JENSEN	30.51
171651	07/11/2013	JUNIOR'S GOLF CARTS	1,550.92
171652	07/11/2013	CANDACE KINCAID	54.62

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Check Number	Check Date	Pay to the Order of	Check Amount
171653	07/11/2013	TONI LAKOW	61.02
171654	07/11/2013	TEDDI LORCH	15.26
171655	07/11/2013	SHARON LOUIE	38.41
171656	07/11/2013	LORI MANGELS	137.30
171657	07/11/2013	ANITA MC DONALD	30.51
171658	07/11/2013	DAYLE McINTOSH CENTER FOR THE DISABLED	124.00
171659	07/11/2013	MC KESSON MEDICAL SURGICAL	1,359.66
171660	07/11/2013	MILCHIKER, MARCIA	182.75
171661	07/11/2013	ANNA MINNIECE	15.93
171662	07/11/2013	NEUDESIC, LLC	5,159.00
171663	07/11/2013	JOHN OZUROVICH	15.26
171664	07/11/2013	LA NELL PEEBLES	15.26
171665	07/11/2013	SOKHA SONG	22.88
171666	07/11/2013	MATT SUAREZ	200.09
171667	07/11/2013	LISA WANG	51.42
171668	07/11/2013	BRUCE HAGAN	15.26
171669	07/11/2013	RUBY HAZZARD	15.26
171670	07/11/2013	J.W. PEPPER & SON, INC.	1,585.43
171671	07/11/2013	SIXTEN, INC. dba SIXTEN & ASSOC.	1,465.17
171672	07/11/2013	WELLS FARGO BANKS ACCOUNT ANALYSIS	15,435.98
171673	07/11/2013	SO. ORANGE CO. COMM. COL. DIST	16,928.88
171674	07/11/2013	PENN CORPORATE RELOCATION SERVICES, INC.	126.00
171675	07/11/2013	R & R INDUSTRIES, INC.	1,013.77
171676	07/11/2013	FHEG - SADDLEBACK BOOKSTORE STORE NO. 296	2,423.84
171677	07/11/2013	SMART LEVELS MEDIA	576.18
171678	07/11/2013	VSA, Inc.	3,140.00
		Unpaid Sales Tax	240.00
		Expensed Amount	3,380.00
171679	07/11/2013	XEROX CORPORATION	3,296.90
171680	07/12/2013	ACADEMIC SENATE	150.00 *
	Reissued on 07/12/2013, Cancel Register # AP07122013A		
171681	07/12/2013	JOSE ARROYO	700.00 *
	Reissued on 07/12/2013, Cancel Register # AP07122013A		
171682	07/12/2013	BOARD OF GOVERNORS CALIFORNIA COMMUNITY COLLEGES	75.00 *
	Reissued on 07/12/2013, Cancel Register # AP07122013A		
171683	07/12/2013	STEWART FRAME	667.34 *
	Reissued on 07/12/2013, Cancel Register # AP07122013A		
171684	07/12/2013	JEANNE HARRIS-CALDWELL	565.63 *
	Reissued on 07/12/2013, Cancel Register # AP07122013A		
171685	07/12/2013	DANIEL HOGAN	140.00 *
	Reissued on 07/12/2013, Cancel Register # AP07122013A		
171686	07/12/2013	IMAN KHOSROWPOUR	700.00 *
	Reissued on 07/12/2013, Cancel Register # AP07122013A		
171687	07/12/2013	EMALEE MACKENZIE	835.00 *
	Reissued on 07/12/2013, Cancel Register # AP07122013A		
171688	07/12/2013	DEVON MOHAMED	193.00 *
	Reissued on 07/12/2013, Cancel Register # AP07122013A		
171689	07/12/2013	GARY RYBOLD	4,194.52 *
	Reissued on 07/12/2013, Cancel Register # AP07122013A		

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171690	07/12/2013	MICHELLE SCHARF	100.00 *
		Reissued on 07/12/2013, Cancel Register # AP07122013A	
171691	07/12/2013	SUMMER SERPAS	1,393.99 *
		Reissued on 07/12/2013, Cancel Register # AP07122013A	
171692	07/12/2013	DVV ASSOCIATES, INC.	1,125.00 *
		Reissued on 07/12/2013, Cancel Register # AP07122013A	
171693	07/12/2013	JACKSON, DE MARCO, TIDUS, & PECKENPAUGH	27,170.56 *
		Reissued on 07/12/2013, Cancel Register # AP07122013A	
171694	07/12/2013	NEUDESIC, LLC	59,901.00 *
		Reissued on 07/12/2013, Cancel Register # AP07122013A	
171695	07/12/2013	NIMBLE CONSULTING	4,000.00 *
		Reissued on 07/12/2013, Cancel Register # AP07122013A	
171696	07/12/2013	PARSONS BRINCKERHOFF, INC.	1,995.71 *
		Reissued on 07/12/2013, Cancel Register # AP07122013A	
171697	07/12/2013	R2A ARCHITECTURE	162.66 *
		Reissued on 07/12/2013, Cancel Register # AP07122013A	
171698	07/12/2013	STRATA INFORMATION GROUP	12,403.64 *
		Reissued on 07/12/2013, Cancel Register # AP07122013A	
171699	07/12/2013	STUTZ ARTIANO SHINOFF & HOLTZ A.P.C.	2,173.00 *
		Reissued on 07/12/2013, Cancel Register # AP07122013A	
171700	07/12/2013	ACADEMIC SENATE	150.00
171701	07/12/2013	JOSE ARROYO	700.00
171702	07/12/2013	BOARD OF GOVERNORS CALIFORNIA COMMUNITY COLLEGES	75.00
171703	07/12/2013	STEWART FRAME	667.34
171704	07/12/2013	JEANNE HARRIS-CALDWELL	565.63
171705	07/12/2013	DANIEL HOGAN	140.00
171706	07/12/2013	IMAN KHOSROWPOUR	700.00
171707	07/12/2013	EMALEE MACKENZIE	835.00
171708	07/12/2013	DEVON MOHAMED	193.00
171709	07/12/2013	GARY RYBOLD	4,194.52
171710	07/12/2013	MICHELLE SCHARF	100.00
171711	07/12/2013	SUMMER SERPAS	1,393.99
171712	07/12/2013	DVV ASSOCIATES, INC.	1,125.00
171713	07/12/2013	JACKSON, DE MARCO, TIDUS, & PECKENPAUGH	27,170.56
171714	07/12/2013	NEUDESIC, LLC	59,901.00
171715	07/12/2013	NIMBLE CONSULTING	4,000.00
171716	07/12/2013	PARSONS BRINCKERHOFF, INC.	1,995.71
171717	07/12/2013	R2A ARCHITECTURE	162.66
171718	07/12/2013	STRATA INFORMATION GROUP	12,403.64
171719	07/12/2013	STUTZ ARTIANO SHINOFF & HOLTZ A.P.C.	2,173.00
171720	07/12/2013	COX COMMUNICATIONS	1,009.24
171721	07/12/2013	CR&R INC.	963.00
171722	07/12/2013	CR&R	92.00
171723	07/12/2013	CR&R	2,461.00
171724	07/12/2013	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE, CASHIERING	2,897.00
171725	07/12/2013	DHARMA TRADING CO.	223.41
171726	07/12/2013	GOVERNET c/o BIBBY SERVICES	15,000.00
171727	07/12/2013	GRAINGER	213.96

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

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## Checks Dated 07/02/2013 through 08/06/2013

Check Number	Check Date	Pay to the Order of	Check Amount
171728	07/12/2013	GRANICUS, INC.	1,773.50
171729	07/12/2013	KEENAN & ASSOCIATES      ACCOUNTS RECEIVABLE	5,456.00
171730	07/12/2013	KEN'S SPORTING GOODS	694.43
171731	07/12/2013	GARY I. KUSUNOKI	190.00
171732	07/12/2013	LIEBERT CASSIDY WHITMORE	3,250.00
171733	07/12/2013	MIROSLAVA MANCHIK	749.34
171734	07/12/2013	MERIT SOFTWARE	10,427.00
171735	07/12/2013	METAVIS TECHNOLOGIES, INC.	999.00
171736	07/12/2013	NEWPORT COMPUTER SOLUTIONS	38,270.76
171737	07/12/2013	OC Treasurer-Tax Collector	1,032.00
171738	07/12/2013	ORANGE COUNTY REGISTER	1,062.00
171739	07/12/2013	SWACC c/o KEENAN & ASSOC.    ATTN: SETECH	952,771.00
171740	07/12/2013	KEENAN & ASSOCIATES      ACCOUNTS RECEIVABLE	5,224.18
171741	07/12/2013	DR. CRAIG JUSTICE	946.19
171742	07/12/2013	STUTZ ARTIANO SHINOFF & HOLTZ A.P.C.	79.50
171743	07/12/2013	CA DEPT OF TOXIC SUBSTANCES    CONTROL	287.50
171744	07/12/2013	DEPARTMENT OF JUSTICE      ACCOUNTING OFFICE, CASHIERING	576.00
171745	07/12/2013	AT & T	68.43
171746	07/12/2013	AT & T	220.89
171747	07/12/2013	QUEST DIAGNOSTICS	1,553.70
171748	07/12/2013	S & B FOODS                      CATERING DIVISION	45.36
171749	07/12/2013	CHARLES C. STILL                  SECURE LIVE SCAN	15.00
171750	07/12/2013	WEST PAYMENT CENTER	1,745.36
171751	07/12/2013	AT&T	47.13 *
Cancelled on 07/12/2013, Cancel Register # AP07122013J			
171752	07/12/2013	G & K SERVICES	185.77
171753	07/12/2013	W. W. GRAINGER	640.84
171754	07/12/2013	HAWK LABELING SYSTEMS	518.84
			Unpaid Sales Tax                      40.15
			Expensed Amount                      558.99
171755	07/12/2013	LAGUNA GRAPHIC ARTS, INC.	51.12
171756	07/12/2013	LIEBERT CASSIDY WHITMORE	3,109.00
171757	07/12/2013	MARSAN TURF & IRRIGATION SUPP.	4,604.31
171758	07/12/2013	MILLENNIUM BUSINESS SERVICES    Marty Cohn	248.40
171759	07/12/2013	MOULTON-NIGUEL WATER DIST.	8,949.48
171760	07/12/2013	JANE ROSENKRANS	26.89
171761	07/15/2013	SHELL FLEET CARD SERVICES    PROCESSING CENTER	1,211.27
171762	07/15/2013	QUEST DIAGNOSTICS	238.99
171763	07/15/2013	DANIEL G. BUSBY	3,000.00
171764	07/15/2013	AT&T	5,654.81
171765	07/15/2013	P & R PAPER SUPPLY COMPANY	429.46
171766	07/15/2013	PACIFIC COACHWAYS	976.25
171767	07/15/2013	PEOPLE ADMIN, INC.	8,930.88
171768	07/15/2013	PHOENIX BUSINESS MACHINES,    INC	1,990.00
171769	07/15/2013	JAMES REPKA	22.53
171770	07/15/2013	SAN DIEGO GAS & ELECTRIC	1,148.35
171771	07/15/2013	SCHOOLS EXCESS LIABILITY FUND	56,725.44

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Check Number	Check Date	Pay to the Order of	Check Amount
171772	07/15/2013	SIRSI CORPORATION	67,000.97
171773	07/15/2013	SMARTBEAR SOFTWARE, INC.	5,945.50
171774	07/15/2013	SOUTH COAST AIR QUALITY MGMT DISTRICT HEADQUARTERS	173.56
171775	07/15/2013	SOUTH COAST AIR QUALITY MGMT DISTRICT HEADQUARTERS	119.06
171776	07/15/2013	STUDICA, INC.	3,945.00
171777	07/15/2013	TECO PIANO MOVERS	350.00
171778	07/15/2013	TELEMANAGEMENT TECHNOLOGIES INC.	5,372.00
171779	07/15/2013	TELERIK INC. BOSTON OFFICE	898.20
171780	07/15/2013	THOMSON REUTERS	160.00
171781	07/15/2013	UNITED INTERIORS	168.74
171782	07/15/2013	POSTMASTER	1,500.00
171783	07/15/2013	WEST COAST TECHNOLOGY	7,029.00
171784	07/15/2013	ZOHO CORP.	524.00
171785	07/15/2013	AT&T	47.13 *
Cancelled on 08/01/2013, Cancel Register # AP08012013C			
171786	07/16/2013	ARTHUR HAGGERTY	11,329.51
171787	07/16/2013	ROBERT T BLANEY	2,500.00
171788	07/16/2013	JOSHUA R. FEHRMANN	3,000.00
171789	07/16/2013	AT & T	35.84
171790	07/16/2013	ABRAHAM LUCAS RODRIGUEZ	1,500.00
171791	07/17/2013	ACCUVANT INC.	15,667.20
171792	07/17/2013	AIR SOURCE INDUSTRIES, INC.	114.13
171793	07/17/2013	ALLIEDBARTON SECURITY SERVICES	1,870.40
171794	07/17/2013	AMS WEATHER STUDIES	149.00
171795	07/17/2013	ARTstor	2,525.00
171796	07/17/2013	AVENTURA SAILING ASSOC.	225.50
171797	07/17/2013	BAKER & TAYLOR	1,577.49
171798	07/17/2013	BATTERIES PLUS	189.02
171799	07/17/2013	BESAFE TECHNOLOGIES, INC.	738.15
171800	07/17/2013	BLICK ART MATERIALS	634.26
171801	07/17/2013	BSN SPORTS	154.20
171802	07/17/2013	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES	269,760.88
171803	07/17/2013	CALIFORNIA STAGE/LIGHTING, INC	1,114.18
171804	07/17/2013	CAMBRIDGE DIAGNOSTIC PRODUCTS INC	559.19
		Unpaid Sales Tax	41.21
		Expensed Amount	600.40
171805	07/17/2013	CENGAGE LEARNING	226.05
171806	07/17/2013	COMMERCIAL AQUATIC SERVICES	195.64
171807	07/17/2013	COX COMMUNICATIONS	980.37
171808	07/17/2013	COX COMMUNICATIONS	1,020.89
171809	07/17/2013	COX COMMUNICATIONS	4.81
171810	07/17/2013	ESTEBAN CRUZ	1,212.85
171811	07/17/2013	CYNMAR CORPORATION	48.40
171812	07/17/2013	DELL MARKETING L.P. C/O DELL USA L.P.	55.07
171813	07/17/2013	DRS. FOSTER & SMITH	499.14
		Unpaid Sales Tax	39.93
		Expensed Amount	539.07
171814	07/17/2013	EASTBAY TEAM SPORTS DEPT #5374	1,120.03

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Checks Dated 07/02/2013 through 08/06/2013

Check Number	Check Date	Pay to the Order of	Check Amount
171815	07/17/2013	ECONOMIC ALTERNATIVES, INC.	5,825.91
171816	07/17/2013	EXPERIAN	77.00
171817	07/17/2013	FEDERAL EXPRESS	20.29
171818	07/17/2013	FISHER SCIENTIFIC	28.15
171819	07/17/2013	FITNESS WHOLESALE, INC.	209.72
171820	07/17/2013	FREEWAY AUTO SUPPLY	320.27
171821	07/17/2013	OFFICEMAX CONTRACT INC.	2,692.79
171822	07/17/2013	OFFICEMAX CONTRACT INC.	5,553.11
171823	07/17/2013	DANIEL SMITH, INC.	202.90
		Unpaid Sales Tax	16.23
		Expensed Amount	219.13
171824	07/17/2013	CISCO WEBEX LLC	2,160.00
171825	07/17/2013	OFFICEMAX CONTRACT INC.	26.23
171826	07/17/2013	USA MOBILITY WIRELESS, INC.	66.08
171827	07/17/2013	BRITTANY ADAMS	150.00
171828	07/17/2013	INSTRUCTIONAL TECHNOLOGY COUNCIL	50.00
171829	07/17/2013	JANE ROSENKRANS	1,372.38
171830	07/17/2013	SHERATON NEW ORLEANS	432.75
171831	07/17/2013	PHEOLIN TRUONG	39.90
171832	07/17/2013	WAVES C/O C WATTS, ASSOC REGISTRAR	300.00
171833	07/17/2013	KATIE ZEOLI	600.00
171834	07/18/2013	AT & T	63.09
171835	07/18/2013	AT&T	11.73
171836	07/18/2013	AT&T	11.64
171837	07/18/2013	PACIFIC PARKING SYSTEMS, INC.	5,040.00
171838	07/18/2013	SAN DIEGO GAS & ELECTRIC	66,668.38
171839	07/18/2013	SOUTHERN CALIFORNIA EDISON CO.	14,725.54
171840	07/18/2013	SOUTHERN CALIFORNIA EDISON CO.	31,176.59
171841	07/18/2013	SOUTHERN CALIFORNIA GAS CO.	1,979.76
171842	07/18/2013	SOUTHERN CALIFORNIA GAS CO.	16.81
171843	07/18/2013	SOUTHERN CALIFORNIA GAS CO.	971.76
171844	07/18/2013	SOUTHERN CALIFORNIA GAS CO.	46.72
171845	07/19/2013	BARBARA CAREY	58.76
171846	07/19/2013	G & K SERVICES	71.43
171847	07/19/2013	GALLS INC. %GALLS RETAIL CA LOCK BOX	368.00
171848	07/19/2013	MARLYS GRODT	500.00
171849	07/19/2013	HAITBRINK ASPHALT PAVING, INC.	16,860.00
171850	07/19/2013	KRATOS HBE	620.15
171851	07/19/2013	LAB DEPOT	328.50
171852	07/19/2013	LOGMEIN, INC.	4,995.00
171853	07/19/2013	LYNDA.COM, INC.	3,250.00
171854	07/19/2013	ORIENTAL TRADING COMPANY, INC.	212.22
		Unpaid Sales Tax	15.46
		Expensed Amount	227.68
171855	07/19/2013	KEENAN & ASSOCIATES ACCOUNTS RECEIVABLE	38,800.00
171856	07/22/2013	ABC SCHOOL EQUIPMENT, INC.	1,075.88
171857	07/22/2013	ARIEL ALEXANDER	120.00
171858	07/22/2013	ALLIEDBARTON SECURITY SERVICES	1,463.44
171859	07/22/2013	BAKER & TAYLOR	1,086.87

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## Checks Dated 07/02/2013 through 08/06/2013

Check Number	Check Date	Pay to the Order of	Check Amount
171860	07/22/2013	BLICK ART MATERIALS	214.62
171861	07/22/2013	BLUE BOOK OF COLLEGE ATHLETICS	158.95
		Unpaid Sales Tax	12.72
		Expensed Amount	171.67
171862	07/22/2013	BRIDGES TRANSITIONS, CO. BANK OF AMERICA	950.00
171863	07/22/2013	MATT BRODET	66.94
171864	07/22/2013	BUILT RITE INDUSTRIES, LLC.	3,403.01
171865	07/22/2013	CANON SOLUTIONS AMERICA, INC.	152.83
171866	07/22/2013	COMMUNITY COLLEGE LEAGUE OF CA	98,059.46
171867	07/22/2013	CINTAS DOCUMENT MANAGEMENT	380.00
171868	07/22/2013	DE NAULT'S TRUE VALUE HARDWARE	161.99
171869	07/22/2013	EASTBAY TEAM SPORTS DEPT #5374	186.47
171870	07/22/2013	ECONOMIC ALTERNATIVES, INC.	545.00
171871	07/22/2013	FISHER SCIENTIFIC	1,365.23
171872	07/22/2013	FREESTYLE	259.72
171873	07/22/2013	OFFICEMAX CONTRACT INC.	2,839.47
171874	07/22/2013	ALPHA FACILITIES SOLUTIONS	18,600.00
171875	07/22/2013	CAL UNITED CONSTRUCTION GROUP	1,900.00
171876	07/22/2013	CRESCENT STAFFING, INC.	17,604.00
171877	07/22/2013	DOUGHERTY + DOUGHERTY ARCHITECTS LLP	578.36
171878	07/22/2013	ENVIRON INTERNATIONAL CORP.	1,545.21
171879	07/22/2013	FACILITIES PLANNING & PROGRAM SERVICES, INC	7,090.00
171880	07/22/2013	FUNDAMENT & ASSOCIATES, INC.	16,150.00
171881	07/22/2013	JOYCE INSPECTION & TESTING	8,064.00
171882	07/22/2013	QUEST ENERGY GROUP, LLC	27,000.00
171883	07/22/2013	SYNERGY SOFTWARE SOLUTIONS	6,391.00
171884	07/23/2013	SASHA BAHARESTANI	525.00
171885	07/23/2013	JOSLYNNE BLASDEL	1,100.00
171886	07/23/2013	KEITA DAN	525.00
171887	07/23/2013	SPENCER R. DORN	1,225.00
171888	07/23/2013	DRU J. HUSTON	1,600.00
171889	07/23/2013	LISA IWASAKI	525.00
171890	07/23/2013	ALEXANDER LEIGH	160.00
171891	07/23/2013	MICHELLE NIE	500.00
171892	07/23/2013	JI WOO PARK	575.00
171893	07/23/2013	KATHERINE JOOHYUN PARK	525.00
171894	07/23/2013	JENNIFER L. QUAN	1,000.00
171895	07/23/2013	SI TRAN	600.00
171896	07/23/2013	CHRISTOPHER J. TRAYNOR	525.00
171897	07/23/2013	AT&T	47.18
171898	07/23/2013	SOUTHERN CALIFORNIA EDISON CO.	3,447.59
171899	07/23/2013	SOUTHERN CALIFORNIA EDISON CO.	2,955.06
171900	07/23/2013	SOUTHERN CALIFORNIA EDISON CO.	192.70
171901	07/23/2013	SOUTHERN CALIFORNIA EDISON CO.	75.23
171902	07/23/2013	VERIZON	112.32
171903	07/23/2013	VERIZON	86.99
171904	07/23/2013	VERIZON	299.83
171905	07/23/2013	CHRISTOPHER W. SMITH	480.00

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## Checks Dated 07/02/2013 through 08/06/2013

Check Number	Check Date	Pay to the Order of	Check Amount
171906	07/23/2013	BENEFIT TRUST CO AS TRUSTEE FOR SOCCCD FUTURIS PUBLIC	5,000,000.00
171907	07/23/2013	PACIFIC SCREENWORKS	1,121.08
171908	07/23/2013	T. J. PRENDERGAST	64.99
171909	07/23/2013	PRESQUE ISLE CULTURES	180.00
		Unpaid Sales Tax	11.40
		Expensed Amount	191.40
171910	07/23/2013	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.	350.00
171911	07/23/2013	R2A ARCHITECTURE	1,192.68
171912	07/23/2013	ESTEBAN RAMIREZ	184.00
171913	07/23/2013	REFRIGERATION SUPPLIES DIST.	28.01
171914	07/23/2013	RICOH USA, INC.	1,277.92
171915	07/23/2013	RIDDELL ALL AMERICAN	3,798.80
171916	07/23/2013	SAFEWAY, INC.	36.62
171917	07/23/2013	SAMY'S CAMERA ATTN: ACCOUNTS RECEIVABLES	375.84
171918	07/23/2013	SCHILLER AMERICA, INC.	580.00
		Unpaid Sales Tax	44.80
		Expensed Amount	624.80
171919	07/23/2013	SCHOOLS FIRST FEDERAL CREDIT UNION	6,094.00
171920	07/23/2013	SEHI PROCOMP COMPUTER PRODUCTS	1,969.09
171921	07/23/2013	SIGMA ALDRICH CHEMICAL CO.	1,531.44
171922	07/23/2013	SO. ORANGE CO. COMM. COL.DIST	1,210.00
171923	07/23/2013	SOUTHWEST OFFSET PRINTING CO.	14,588.64
171924	07/23/2013	SWEETWATER	22,088.00
		Unpaid Sales Tax	1,714.75
		Expensed Amount	23,802.75
171925	07/23/2013	TASER INTERNATIONAL, INC.	255.82
171926	07/23/2013	TOMARK SPORTS, INC.	456.17
171927	07/23/2013	TUTTLE-CLICK FORD	458.58
171928	07/23/2013	UNISOURCE WORLDWIDE INC.	6,091.20
171929	07/23/2013	UNITED INTERIORS	28,379.49
171930	07/23/2013	US DIGITAL MEDIA INC.	299.86
		Unpaid Sales Tax	23.00
		Expensed Amount	322.86
171931	07/23/2013	VENTEK INTERNATIONAL	3,503.55
171932	07/23/2013	VSA, Inc.	175.00
		Unpaid Sales Tax	14.00
		Expensed Amount	189.00
171933	07/23/2013	VISTA PAINT CORPORATE OFFICE	161.72
171934	07/23/2013	WESTMINSTER PRESS, INC.	13,947.24
171935	07/24/2013	GRACE R. LIU	250.00
171936	07/24/2013	MARCUS MATTHEWS	450.00
171937	07/24/2013	MEGAN ALISE REYNOLDS	450.00
171938	07/24/2013	AAA ACCESS SMOG	50.00
171939	07/24/2013	AACRAO MEMBERSHIP	1,236.00
171940	07/24/2013	ACCREDITING COMMISSION FOR COMMUNITY & JUNIOR COLLEGES	47,374.00
171941	07/24/2013	ACDFA	350.00
171942	07/24/2013	DANIELLE AGEMA	179.61

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## Checks Dated 07/02/2013 through 08/06/2013

Check Number	Check Date	Pay to the Order of	Check Amount
171943	07/24/2013	AMERICAN VOLLEYBALL COACHES ASSOCIATION	155.00
171944	07/24/2013	ARAMARK UNIFORM SERVICES	127.14
171945	07/24/2013	B & H PHOTO VIDEO REMITTANCE PROCESSING	13,991.38
		Unpaid Sales Tax	1,119.31
		Expensed Amount	15,110.69
171946	07/24/2013	JAMES BETTENCOURT	138.00
171947	07/24/2013	BIO CORPORATION	156.00
		Unpaid Sales Tax	168.48
		Expensed Amount	324.48
171948	07/24/2013	BLACKBOARD INC.	383,560.65
171949	07/24/2013	BRAVO SIGN & DESIGN	4,800.00
171950	07/24/2013	BUDDY'S ALL STARS	5,317.55
171951	07/24/2013	BUTLER CHEMICALS, INC.	471.92
171952	07/24/2013	CCCMBBA	300.00
171953	07/24/2013	CLARK SECURITY PRODUCTS INC.	1,697.81
171954	07/24/2013	CLUB CAR, INC.	29.65
171955	07/24/2013	EAGLE COMMUNICATIONS	5,987.40
171956	07/24/2013	EBSCO SUBSCRIPTION SERVICE	1,576.31
171957	07/24/2013	EMISSION COMPLIANT CONTROLS PRE-BANC BUSINESS CREDIT, INC.	17,977.45
171958	07/24/2013	EWING IRRIGATION PRODUCTS	263.21
171959	07/24/2013	FEDERAL EXPRESS	226.36
171960	07/24/2013	FISHER SCIENTIFIC	301.56
171961	07/24/2013	FREEWAY AUTO SUPPLY	83.56
171962	07/24/2013	ADVANCED OFFICE SERVICES IMAGING PLUS	86.35
171963	07/24/2013	MISSION VIEJO COUNTRY CLUB	289.29
171964	07/24/2013	ALLSTEEL, INC.	5,909.64
171965	07/24/2013	UC REGENTS BIRCH AQUARIUM AT SCRIPPS	157.50
171966	07/24/2013	J.W. PEPPER & SON, INC.	824.85
171967	07/24/2013	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	791.00
171968	07/24/2013	PSI-PAYPHONE STATIONS INNOVAT.	315.00
171969	07/24/2013	PURETEC	261.85
171970	07/24/2013	UCSD CENTRAL CASHIER	800.00
171971	07/24/2013	RIDDELL ALL AMERICAN	1,076.07
171972	07/24/2013	S & B FOODS CATERING DIVISION	3,810.25
171973	07/24/2013	SAFEGUARD BUSINESS SYSTEMS	27.06
171974	07/24/2013	JIM SCHNEIDER	250.00
171975	07/24/2013	SCHOOL HEALTH SUPPLY CO.	395.85
171976	07/24/2013	SARA LEILA SHEYBANI % MSE DIVISION OFFICE	4.98
171977	07/24/2013	SMARDAN SUPPLY - EL MONTE	7,081.57
171978	07/24/2013	SMART & FINAL	352.89
171979	07/24/2013	SMART VEND CORPORATION	4,138.56
171980	07/24/2013	TIM SWISS	257.78
171981	07/24/2013	TUTTLE-CLICK FORD	618.34
171982	07/24/2013	ULINE ATTN: ACCOUNTS RECEIVABLE	117.26
171983	07/24/2013	ULTIMATE OFFICE	162.73
		Unpaid Sales Tax	11.92
		Expensed Amount	174.65

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## Checks Dated 07/02/2013 through 08/06/2013

Check Number	Check Date	Pay to the Order of	Check Amount
171984	07/24/2013	UNITED SITE SERVICES OF CALIFORNIA, INC.	1,844.37
171985	07/24/2013	VENTEK INTERNATIONAL	2,025.00
171986	07/24/2013	VSA, Inc.	126.80
		Unpaid Sales Tax	10.14
		Expensed Amount	136.94
171987	07/24/2013	VISTA PAINT CORPORATE OFFICE	247.67
171988	07/24/2013	LARRY WARD	18.60
171989	07/24/2013	WITT COMPANY	1,351.28
171990	07/24/2013	WORLDWIDE RECOVERY SYSTEMS, INC.	206.00
171991	07/24/2013	MARK ZANDONELLA	19.43
171992	07/25/2013	CAREER AMERICA, LLC	12,000.00
171993	07/25/2013	CORNER BAKERY CAFE STORE #219	351.96
171994	07/25/2013	DAVID BUGAY	128.89
171995	07/25/2013	PATRICIA K. FLANIGAN	38.00
171996	07/25/2013	CHRISTOPHER MCDONALD	1,892.68
171997	07/25/2013	DIV. OF THE STATE ARCHITECT STATE OF CALIFORNIA	500.00
171998	07/25/2013	LIBERTY MUTUAL ATTN: JASON STONEFELD	569,935.00
171999	07/25/2013	NEUDESIC, LLC	67,211.50
172000	07/25/2013	NIMBLE CONSULTING	9,625.00
172001	07/25/2013	TORREY PINES BANK ATTN: ROSE RAMSDEN	63,316.00
172002	07/25/2013	UNITED SITE SERVICES OF CALIFORNIA, INC.	818.64
172003	07/25/2013	AT & T	27.26
172004	07/25/2013	QUARK ENTERPRISES, INC.	7,964.55
172005	07/25/2013	RSCCD ATTN: PETER HARDASH BUSINESS OPERATIONS	652.54
172006	07/25/2013	S & B FOODS CATERING DIVISION	307.96
172007	07/25/2013	S & B FOODS CATERING DIVISION	50.71
172008	07/25/2013	SAFEWAY, INC.	54.32
172009	07/25/2013	SHRED-IT USA-SAN DIEGO	548.05
172010	07/25/2013	SIEMENS WATER TECHNOLOGIES LLC	62.40
172011	07/25/2013	SOUTH COAST FAMILY MEDI-CENTER, INC.	200.00
172012	07/25/2013	SOUTHERN COUNTIES OIL CO. DBA/SC FUELS	2,271.46
172013	07/25/2013	US FOODS	1,523.23
172014	07/26/2013	GLOBAL INDUSTRIAL EQUIPMENT	91.81
		Unpaid Sales Tax	6.02
		Expensed Amount	97.83
172015	07/26/2013	HOSPITAL ASSOCIATES	144.70
172016	07/26/2013	AMANDA HARRINGTON	209.16
172017	07/26/2013	HARVARD BUSINESS REVIEW SUBSCRIPTION SERVICE DEPT	119.00
172018	07/26/2013	INTELECOM ATTN: MICHELLE KOLPIEN	1,500.00
172019	07/26/2013	INTUIT	745.20
172020	07/26/2013	IRVINE PIPE & SUPPLY	377.99
172021	07/26/2013	FHEG IVC BOOKSTORE NO. 895 MA 66	53.82
172022	07/26/2013	J. HARMON CONSTRUCTION INC.	356.00
172023	07/26/2013	KRATOS HBE	620.15
172024	07/26/2013	MOLLY KRUGER	132.41
172025	07/26/2013	GARY I. KUSUNOKI	300.00
172026	07/26/2013	LOS ANGELES TIMES	212.92

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Checks Dated 07/02/2013 through 08/06/2013

Check Number	Check Date	Pay to the Order of	Check Amount
172027	07/26/2013	LAB DEPOT	246.69
172028	07/26/2013	LAWNMOWERS ETC., LLC	832.09
172029	07/26/2013	LIFETIME MEMORY PRODUCTS, INC.	2,557.44
172030	07/26/2013	MAIN GRAPHICS	151.20
172031	07/26/2013	MARKET-BASED SOLUTIONS, INC.	17,011.20
172032	07/26/2013	TINA MARLISSA	175.00
172033	07/26/2013	MEDIA CONTROL SYSTEMS, INC.	2,895.00
172034	07/26/2013	MELISSA DATA CORPORATION D.B.A. MAILERS SOFTWARE	5,490.00
172035	07/26/2013	MERCADO CORONA, INC.	346.99
172036	07/26/2013	MILCHIKER, MARCIA	39.99
172037	07/26/2013	NEUDESIC, LLC	5,074.50
172038	07/26/2013	ONE STOP PARTS SOURCE	80.18
172039	07/26/2013	OPTICS PLANET, INC.	389.96
		Unpaid Sales Tax	31.20
		Expensed Amount	421.16
172040	07/29/2013	RPM CONSULTANT GROUP	2,968.24
172041	07/30/2013	CITY OF IRVINE	1,500.00
172042	07/30/2013	JOHN GRECO DBA JOSEPHINE PRESS	375.00
172043	07/30/2013	CHERYL DOBBIE	15.26
172044	07/30/2013	TONI FUENTES	22.51
172045	07/30/2013	GRACE GARCIA	15.26
172046	07/30/2013	JIM GASTON	60.67
172047	07/30/2013	GOVERNET c/o BIBBY SERVICES	15,000.00
172048	07/30/2013	ESTER GRAHAM	15.26
172049	07/30/2013	HOME DEPOT CREDIT SERVICES	3,404.91
172050	07/30/2013	IRVINE HIGH SCHOOL FOOTBALL KATHY KELLY	400.00
172051	07/30/2013	DIANE LEWIS	697.64
172052	07/30/2013	MICRO CENTER A/R	43.18
172053	07/30/2013	MISSION AUTO EQUIP & LIFTS	515.20
172054	07/30/2013	NEWPORT COMPUTER SOLUTIONS	5,874.47
172055	07/30/2013	NEXGEN	623.67
172056	07/30/2013	ORANGE COUNTY REGISTER	398.74
172057	07/30/2013	OC TREASURER-TAX COLL REVENUE RECOVERY	29,760.00
172058	07/30/2013	TYLER WEINSTEIN	44.88
172059	07/30/2013	A1 INTERNATIONAL TV, INC.	339.75
172060	07/30/2013	AAA ACCESS SMOG	50.00
172061	07/30/2013	AIRGAS WEST	190.72
172062	07/30/2013	ARAMARK UNIFORM SERVICES	6,014.83
172063	07/30/2013	ARC AMER. REPROGRAPHICS CO.	155.48
172064	07/30/2013	ARS ENTERPRISES	1,225.74
172065	07/30/2013	B & H PHOTO VIDEO REMITTANCE PROCESSING	276.00
		Unpaid Sales Tax	22.08
		Expensed Amount	298.08
172066	07/30/2013	BISHOP COMPANY	2,639.08
172067	07/30/2013	BLICK ART MATERIALS	345.60
172068	07/30/2013	BP ENERGY COMPANY CHICAGO LOCKBOX # 012130	32,766.46
172069	07/30/2013	BRAVO SIGN & DESIGN	680.00

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## Checks Dated 07/02/2013 through 08/06/2013

Check Number	Check Date	Pay to the Order of	Check Amount
172070	07/30/2013	BUDDY'S ALL STARS	155.52
172071	07/30/2013	CARE EXPRESS PRODUCTS, INC.	451.83
172072	07/30/2013	CASBO CASBO PROFESSIONAL DEVELOPMENT	51.36
172073	07/30/2013	CCCCIO c/o CLAIRE BIANCALANA	300.00
172074	07/30/2013	COMMUNITY COLLEGE LEAGUE OF CA	1,500.00
172075	07/30/2013	COMMUNITY COLLEGE LEAGUE OF CA	38,904.00
172076	07/30/2013	CIWEA ATTN: SALLY CARDENAS	200.00
172077	07/30/2013	COMPUTERLAND	483.00
172078	07/30/2013	PEGGY DAKIN C/O HUMAN SERVICES	45.81
172079	07/30/2013	DENOYER-GEPPERT SCIENCE CO.	379.20
172080	07/30/2013	DirectV	109.99
172081	07/30/2013	EAGLE COMMUNICATIONS	214.86
172082	07/30/2013	EASTBAY TEAM SPORTS DEPT #5374	894.80
172083	07/30/2013	ECOLOGICAL FERTIGATION INC	702.45
172084	07/30/2013	DION & SONS INC	21,207.45
172085	07/30/2013	FOSTER CARE AUXILIARY OF OC	120.00
172086	07/30/2013	DAIRY DEPOT	147.48
172087	07/30/2013	BOARD OF GOVERNORS CALIFORNIA COMMUNITY COLLEGES	75.00
172088	07/30/2013	MONICA CATALDO	124.75
172089	07/30/2013	CCCAOE	395.00
172090	07/30/2013	DOUBLETREE BY HILTON HOTEL	96.26
172091	07/30/2013	DEBRA L. FITZSIMONS	556.33
172092	07/30/2013	RUTH HIGGINS	374.72
172093	07/30/2013	DR. CRAIG JUSTICE	548.31
172094	07/30/2013	TONI LAKOW	740.36
172095	07/30/2013	BRIAN MONACELLI	1,270.00
172096	07/30/2013	WELLS FARGO #1598	3,043.86
		Unpaid Sales Tax	68.04
		Expensed Amount	3,111.90
172097	07/30/2013	WELLS FARGO #1606	809.00
172098	07/30/2013	WELLS FARGO #4198	1,008.46
		Unpaid Sales Tax	61.23
		Expensed Amount	1,069.69
172099	07/30/2013	AT&T	367.21
172100	07/30/2013	AT&T	3.24
172101	07/30/2013	AT&T	1,584.85
172102	07/30/2013	PASCO SCIENTIFIC	544.00
172103	07/30/2013	PENN CORPORATE RELOCATION SERVICES, INC.	1,548.02
172104	07/30/2013	R & R SOCKS PLUS	482.69
		Unpaid Sales Tax	34.20
		Expensed Amount	516.89
172105	07/30/2013	RIDDELL ALL AMERICAN	4,783.77
172106	07/30/2013	SAFEWAY, INC.	27.72
172107	07/30/2013	SEHI PROCOMP COMPUTER PRODUCTS	4,254.81
172108	07/30/2013	SHRED-IT USA-SAN DIEGO	21.40
172109	07/30/2013	SOUTHERN CALIFORNIA GAS CO.	10,543.78
172110	07/30/2013	TNR TECHNICAL, INC.	606.11

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Checks Dated 07/02/2013 through 08/06/2013

Check Number	Check Date	Pay to the Order of	Check Amount
172111	07/30/2013	UNITED FABRICARE SUPPLY, INC.	1,172.66
172112	07/30/2013	VSA, Inc.	96.00
		Unpaid Sales Tax	7.68
		Expensed Amount	103.68
172113	07/30/2013	WARD'S NATURAL SCIENCE	35.00
172114	07/30/2013	SAFEWAY, INC.	359.23
172115	07/30/2013	AT & T	68.43
172116	07/30/2013	AT & T	397.80
172117	07/30/2013	AT & T	68.45
172118	07/30/2013	AT & T	68.45
172119	07/30/2013	AT&T	550.82
172120	07/31/2013	MONICA CATALDO	24.03
172121	07/31/2013	WELLS FARGO #3317	3,870.19
		Unpaid Sales Tax	41.52
		Expensed Amount	3,911.71
172122	07/31/2013	WELLS FARGO #3317	740.79
172123	07/31/2013	WELLS FARGO #3317	600.00
172124	07/31/2013	PERFORM BETTER	1,156.24
172125	07/31/2013	RYDIN DECAL	2,725.67
		Unpaid Sales Tax	208.20
		Expensed Amount	2,933.87
172126	07/31/2013	SEHI PROCOMP COMPUTER PRODUCTS	1,771.77
172127	07/31/2013	LUIS MAURICIO VASQUEZ	675.00
172128	07/31/2013	VILLA FORD	52,153.74
172129	08/01/2013	APPLE COMPUTER INC.	1,966.92
172130	08/01/2013	DIV. OF THE STATE ARCHITECT	11,759.67
172131	08/01/2013	C.W. DRIVER CONTRACTORS, INC.	21,411.91
172132	08/01/2013	ENAMIX, INC.	4,088.00
172133	08/01/2013	FUNDAMENT & ASSOCIATES, INC.	3,230.00
172134	08/01/2013	JOYCE INSPECTION & TESTING	7,728.00
172135	08/01/2013	JACQUELINE ZIMBALIST	105.88
172136	08/01/2013	C.W. DRIVER CONTRACTORS, INC.	315.62
172137	08/01/2013	PACIFIC CLIPPINGS	59.00
172138	08/01/2013	SOUTHERN CALIFORNIA EDISON CO.	97,696.38 *
Cancelled on 08/01/2013, Cancel Register # AP08022013			
172139	08/01/2013	TIM SWISS	266.88
172140	08/01/2013	THEATRE COMPANY	400.00
172141	08/01/2013	XEROX CORPORATION	12,721.97
172142	08/05/2013	JOYCE BARTLOMAIN	12.40
172143	08/05/2013	CONSORTIUM OF SO. CALIFORNIA COLLEGES & UNIVERSITIES	250.00
172144	08/05/2013	G & K SERVICES	114.34
172145	08/05/2013	G.J. AUTOMOTIVE EQUIPMENT CO.	331.39
172146	08/05/2013	G/M BUSINESS INTERIORS	4,078.95
172147	08/05/2013	GKKWORKS	2,341.27
172148	08/05/2013	GRANICUS, INC.	1,773.50
172149	08/05/2013	MARLYS GRODT	500.00
172150	08/05/2013	HIGHER EDUCATION PUBLICATIONS	67.50
172151	08/05/2013	DONNA L. HOLLAND	18.88
172152	08/05/2013	INGARDIA BROTHERS PRODUCE, INC.	483.72

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## Checks Dated 07/02/2013 through 08/06/2013

Check Number	Check Date	Pay to the Order of	Check Amount
172153	08/05/2013	IRVINE RANCH WATER DIST.	2,931.85
172154	08/05/2013	IRVINE VALLEY COLLEGE BOOKSTORE No. 895	990.85
172155	08/05/2013	JAY, BILL	8.80
172156	08/05/2013	JEMAL, TIMOTHY	33.38
172157	08/05/2013	JOHNSTONE SUPPLY	774.37
172158	08/05/2013	KELE INC.	246.47
		Unpaid Sales Tax	18.96
		Expensed Amount	265.43
172159	08/05/2013	LANG, DAVID B.	16.93
172160	08/05/2013	NICOLE LOFTUS	79.63
172161	08/05/2013	LYNDA.COM, INC.	4,875.00
172162	08/05/2013	MARSAN TURF & IRRIGATION SUPP.	33.47
172163	08/05/2013	MARTECH SYSTEMS, INC.	911.61
		Unpaid Sales Tax	66.00
		Expensed Amount	977.61
172164	08/05/2013	MILCHIKER, MARCIA	23.74
172165	08/05/2013	MKH ELECTRONICS	230.00
172166	08/05/2013	CHARLES MYERS SADDLEBACK COLLEGE	33.52
172167	08/05/2013	ORANGE CO. FARM SUPPLY	409.69
172168	08/05/2013	PADBERG, NANCY	86.29
172169	08/05/2013	PRENDERGAST, T. J.	19.61
172170	08/05/2013	DAVID PUFAHL dba NEW VISION CONSTRUCTION	4,728.04
172171	08/05/2013	ROBINSON, DAVID	40.14
172172	08/05/2013	WRIGHT, JIM	35.83
172173	08/05/2013	AT & T MOBILITY	11.29
172174	08/05/2013	PACIFIC SCREENWORKS	1,003.32
172175	08/05/2013	LILIANN PEREZ-STROUD	240.00
172176	08/05/2013	PRINTECH SERVICES	1,381.63
172177	08/05/2013	S & S COMMUNICATIONS	135.00
172178	08/05/2013	FHEG - SADDLEBACK BOOKSTORE STORE NO. 296	121.50
172179	08/05/2013	SHRED-IT USA-SAN DIEGO	287.95
172180	08/05/2013	THOMAS L. SMITH	41.03
172181	08/05/2013	SOUTHERN CALIFORNIA EDISON CO.	97,696.38
172182	08/05/2013	SOCCERKRAZE	12,073.82
172183	08/05/2013	TASER INTERNATIONAL, INC.	466.89
172184	08/05/2013	TUSTIN CHAMBER OF COMMERCE	186.00
172185	08/05/2013	ULINE ATTN: ACCOUNTS RECEIVABLE	3,282.07
172186	08/05/2013	UNISOURCE WORLDWIDE INC.	8,961.84
172187	08/05/2013	UNITED SITE SERVICES OF CALIFORNIA, INC.	172.64
172188	08/05/2013	JORDAN VAN DURME	179.61
172189	08/05/2013	JODY WALLACE	35.00
172190	08/05/2013	MICHAEL E. WILSON	11,832.00
172191	08/05/2013	RPM CONSULTANT GROUP	2,870.00
172192	08/05/2013	POSTMASTER	2,805.00
172193	08/06/2013	BW LAS BRISAS HOTEL	1,260.48
172194	08/06/2013	GROSSMONT COLLEGE	190.00
172195	08/06/2013	HOLIDAY INN EXPRESS VENTURA HARBOR	552.25
172196	08/06/2013	OFFICEMAX CONTRACT INC.	11,704.94

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Checks Dated 07/02/2013 through 08/06/2013

Check Number	Check Date	Pay to the Order of	Check Amount
172197	08/06/2013	SANTA ANA COLLEGE WOMEN'S VOLLEYBALL	160.00
172198	08/06/2013	SANTA BARBARA CITY COLLEGE GOLF	480.00
172199	08/06/2013	SANTA BARBARA CITY COLLEGE GOLF	420.00
172200	08/06/2013	SANTA BARBARA CITY COLLEGE GOLF	600.00
172201	08/06/2013	XEROX CORPORATION	175.55
172202	08/06/2013	XEROX CORPORATION	14,659.06
172203	08/06/2013	XEROX CORPORATION	14.79
172204	08/06/2013	AMERICAN EXPRESS TRAVEL RELATED SERVICES CO INC	1,204.00
172205	08/06/2013	CPPA CONFERENCE ATTN:R PROFETA, DIR. PKG. SERV	700.00
172206	08/06/2013	HYATT REGENCY MONTEREY	435.45
172207	08/06/2013	VALERIE SENIOR	1,596.72
172208	08/06/2013	WELLS FARGO #2078	1,048.34
172209	08/06/2013	EARL PAGAL	116.45
<b>Total Number of Checks</b>			<b>1,005</b>
			<b>13,453,105.91</b>

Includes checks for only Bank Account COUNTY

	Count	Amount
Cancel	7	106,127.64
Reissue	20	118,646.05
Net Issue		13,228,332.22

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	884	5,948,022.93
12	Child Development Fund	10	4,500.44
40	Capital Outlay Fund	70	1,839,649.19
68	Self-Insurance Fund	7	24,707.27
71	Retiree Benefit Fund	7	5,416,903.33
Total Number of Checks		<b>978</b>	<b>13,233,783.16</b>
Less Unpaid Sales Tax Liability			<b>5,450.94</b>
<b>Net (Check Amount)</b>			<b>13,228,332.22</b>

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## Checks Dated 07/02/2013 through 08/06/2013

Check Number	Check Date	Pay to the Order of	Check Amount
010691	07/05/2013	CULINARY COOKING KIDS, LLC	4,400.00
010692	07/05/2013	KAYLAA FOX	408.70
010693	07/05/2013	NANCY Y. LARRAGOITI	98.00
010694	07/05/2013	MATHOBOTIX	5,103.00
010695	07/05/2013	JAN WOOD	315.00
010696	07/05/2013	ACADEMIC BRIDGE ACADEMY, INC.	90.00
010697	07/05/2013	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	96.00
010698	07/12/2013	ACADEMIC BRIDGE ACADEMY, INC.	28,190.00
010699	07/12/2013	XEROX CORPORATION	536.03
010700	07/19/2013	CHRIS WALKER	146.00
010701	07/19/2013	DANIELLE HUDAK	62.00
010702	07/19/2013	DANIELLE HUDAK	55.00
010703	07/19/2013	OSCAR SAFFIN	195.00
010704	07/19/2013	SHARON MCCORMACK	325.00
010705	07/19/2013	SHERYL CROCKETT	40.00
010706	07/19/2013	GREGORY J. ATWOOD THE GLASS SPECTRUM	840.00
010707	07/19/2013	PETER COSMAKOS, LLC	52.00
010708	07/19/2013	CULINARY COOKING KIDS, LLC	2,880.00
010709	07/19/2013	KAYLAA FOX	617.40
010710	07/19/2013	CHRISTY NELSON C/O MEMORY SCHOOL	385.00
010711	07/22/2013	JOSHUA BALLARD SEMINARS	2,535.00
010712	07/22/2013	ALICIA MIGLIARINI dba CALINK INSTITUTE	1,146.68
010713	07/22/2013	COHEN-NAGLESTAD ENTERPRISES LLC	100.00
010714	07/22/2013	CULINARY COOKING KIDS, LLC	2,510.00 *
	Cancelled on 07/26/2013		
010715	07/22/2013	CHRISTOPHER ELLIOTT	580.00
010716	07/22/2013	ANTHONY GARCIA	1,740.00
010717	07/22/2013	MAD SCIENCE OF ORANGE COUNTY	9,365.00
010718	07/22/2013	MATHOBOTIX	3,719.10
010719	07/22/2013	PANDARIN ACADEMY LORALYN WOLF	453.34
010720	07/25/2013	OFFICEMAX CONTRACT INC.	163.52
010721	07/25/2013	OFFICEMAX CONTRACT INC.	78.33
010722	07/26/2013	ACADEMIC BRIDGE ACADEMY, INC.	23,870.00
010723	07/26/2013	ACADEMIC CHESS C/O ADAM BRODY	1,168.80
010724	07/26/2013	COMPUTER EXPLORERS RAMI GAUMER	1,540.00
010725	07/26/2013	EL NIGUEL COUNTRY CLUB	610.00
010726	07/26/2013	CHRISTOPHER ELLIOTT	480.00
010727	07/26/2013	TROY ROELEN dba PRO CAMP	1,522.34
010728	07/26/2013	KELLEY SHERWOOD	8.76
010729	08/02/2013	ACADEMIC CHESS C/O ADAM BRODY	1,790.00
010730	08/02/2013	BILLY TEES	281.37
010731	08/02/2013	ALICIA MIGLIARINI dba CALINK INSTITUTE	708.33
010732	08/02/2013	COHEN-NAGLESTAD ENTERPRISES LLC	213.50
010733	08/02/2013	PETER COSMAKOS, LLC	11,989.51
010734	08/02/2013	CULINARY COOKING KIDS, LLC	7,610.00
010735	08/02/2013	CHRISTOPHER ELLIOTT	460.00
010736	08/02/2013	ANTHONY GARCIA	1,920.00
010737	08/02/2013	ESTELLA CASTILLO-GARRISON	192.20

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**Checks Dated 07/02/2013 through 08/06/2013**

Check Number	Check Date	Pay to the Order of	Check Amount
010738	08/02/2013	HOME DEPOT CREDIT SERVICES	643.68
010739	08/02/2013	INCREDIFLIX, INC.	7,581.50
010740	08/02/2013	NANCY Y. LARRAGOITI	63.00
010741	08/02/2013	DENISE LUDES	59.75
010742	08/02/2013	MASTERS NOTARY ACADEMY	1,750.00
010743	08/02/2013	MATHOBOTIX	1,087.80
010744	08/02/2013	MEGAN MURDA	5.31
010745	08/02/2013	TROY ROELEN dba PRO CAMP	749.17
010746	08/02/2013	ARRON SEARCY	31.63
010747	08/02/2013	PANDARIN ACADEMY LORALYN WOLF	750.83
010748	08/02/2013	JAN WOOD	280.00
010749	08/02/2013	PETER COSMAKOS, LLC	40.00
010750	08/02/2013	POSTMASTER	18,715.25
010751	08/02/2013	BRENDA BOLTS	49.00
010752	08/02/2013	BRENDA BOLTS	49.00
010753	08/02/2013	IRENE ROMERO	170.00
<b>Total Number of Checks</b>			<b>63</b>
			<b>153,615.83</b>

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

	Count	Amount
Cancel	1	2,510.00
Net Issue		151,105.83

**Fund Summary**

Fund	Description	Check Count	Expensed Amount
09	SC Community Education Fund	62	151,105.83
Total Number of Checks		62	151,105.83
Less Unpaid Sales Tax Liability			.00
<b>Net (Check Amount)</b>			<b>151,105.83</b>

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

ESCAPE ONLINE

Checks Dated 07/02/2013 through 08/06/2013

Check Number	Check Date	Pay to the Order of	Check Amount
009142	07/05/2013	IRVINE VALLEY COLLEGE	556.10
009143	07/05/2013	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	78,724.82
009144	07/05/2013	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	32,909.85
009145	07/16/2013	A.G. WEALTH MANAGEMENT ADVISORS, INC.	290.00
009146	07/16/2013	KAYLAA FOX	58.80
009147	07/16/2013	MARK SEVI	412.50
009148	07/16/2013	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	84,973.70
009149	07/17/2013	AMERICAN EXPRESS TRAVEL RELATED SERVICES CO INC	451.80
009150	07/17/2013	BRUCE SOBCZAK	230.03
009151	07/22/2013	REBECCA MAY BRUBAKER	14.37
009152	07/22/2013	CHI LEE	395.00
009153	07/29/2013	ACCE CONFERENCE REGISTRATION AMERICAN RIVER COLLEGE	120.00
009154	07/29/2013	COLLABORATIVE DIVORCE SOLUTIONS OF ORANGE COUNTY	67.50
009155	07/29/2013	MAIN GRAPHICS	34.56
009156	07/29/2013	WELLS FARGO #1598	37.99
009157	07/29/2013	Pei-Chi Wu	329.00
009158	07/29/2013	WELLS FARGO #1598	40.00
009159	08/02/2013	REBECCA MAY BRUBAKER	18.96
<b>Total Number of Checks</b>			<b>18</b>
			<b>199,664.98</b>

Includes checks for only Bank Account IVC-CMED

Fund Summary

Fund	Description	Check Count	Expensed Amount
07	IVC Community Education Fund	18	199,664.98
Total Number of Checks		<b>18</b>	<b>199,664.98</b>
Less Unpaid Sales Tax Liability			<b>.00</b>
<b>Net (Check Amount)</b>			<b>199,664.98</b>

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.

**TO:** Board of Trustees

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

**RE:** SOCCCD: July/August 2013 Contracts

**ACTION:** Ratification

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**BACKGROUND**

On January 16, 2007, the board authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$100,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$81,000 for equipment, supplies and maintenance projects. During July/August 2013, 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**

CableMasters Consultant Agreement – Survey services for fiber cabling project for Saddleback and Irvine Valley Colleges. Saddleback & Irvine Valley Colleges	\$80,000.00
Crean Lutheran High School Educational Service Agreement – To provide curriculum, instruction and student services for courses provided to Crean Lutheran High School students. Irvine Valley College	\$57,882.00 (Revenue)
H2 Environmental Consulting Services, Inc. Agreement – To provide hazardous materials project monitoring services at the SC-Business/General Studies Building for fire clean-up. District Services	\$56,405.00
Cox Communications Service Agreement – One year renewal of two Metro Ethernet circuits. District Services	\$48,000.00
Gkkworks Agreement – To provide architectural and engineering services for the demolition of four ATEP buildings. ATEP	\$47,500.00

Western Graphics Plus Independent Contractor/Consultant Agreement – To fill marketing material orders/reorders developed for the CA Career Café, print training materials and item fulfillment of materials to CA Comm. Colleges statewide. Irvine Valley College	\$45,000.00
Irvine Ranch Water District Agreement – Construct and install infrastructure to expand the use of recycled water at the IVC-Life Sciences Building. Cost shared by Irvine Ranch Water District. District Services	\$50,000.00 (\$25,000 district's portion)
Pro Technology Agreement – To purchase a software product that formats and outputs transcripts in the Student Information System. District Services	\$23,497.50
Quest Energy Group Amendment No. 1 – To extend the completion date to August 24, 2013 and to increase compensation to address changes to the original design for the Life Sciences Project. Total revised contract amount is \$85,500.00. Irvine Valley College	\$23,000.00
Christy White Associates Independent Contractor/Consultant Agreement – To perform agreed-upon procedures to review and audit student accounts receivable. District Services	\$18,125.00
Emission Compliant Controls Corp. Agreement – For emergency repair of chiller engines. Saddleback College	\$17,977.45
Accuvant Inc. Quote Agreement – Maintenance and support contract for log rhythm functions. District Services	\$15,667.20
California Community Colleges Subscription Agreement – Student Right-to-Know subscription agreement effective 7/1/13 – 6/30/15. Saddleback College and Irvine Valley College to split the costs, \$7,800.00 each. District Services	\$15,600.00

McAfee End User License Agreement – To secure email with anti-spam and anti-virus, effective 7/29/13 – 7/28/14. District Services	\$15,314.20
Penn Corporate Relocating Services, Inc. Independent Contractor Agreement – For moving services at various departments as needed and effective 7/1/13 – 6/30/14. Saddleback College	\$15,000.00
Facilities Services Partners, Inc. Agreement – For monthly operation and maintenance of Cogeneration at Central Plant for July 2013. Saddleback College	\$14,196.00
Facilities Services Partners, Inc. Agreement – For monthly operation and maintenance of Cogeneration at Central Plant for August 2013. Saddleback College	\$14,196.00
Pyro-Comm Systems Independent Contractor Agreement – To perform semi-annual inspections and testing of fire alarm systems campus- wide. Saddleback College	\$13,400.00
Comware Quotation Agreement – To permanently preserve the legacy SIS on a virtual machine. District Services	\$13,081.25
Haitbrink Asphalt Paving, Inc. Agreement – To repair asphalt at the pool area. Saddleback College	\$13,000.00
Antimite Termite & Pest Control Commercial Service Agreement – To provide annual pest control services. Irvine Valley College	\$12,839.00
H2 Environmental Consulting Services, Inc. Agreement – To provide hazardous materials monitoring services at ATEP. ATEP	\$12,625.00
Proair Agreement – To replace air ducts in SC-Business/General Studies Building 1 <sup>st</sup> , 2 <sup>nd</sup> and 3 <sup>rd</sup> floor. District Services	\$12,350.00

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

<p>Financial Aid TV  Contract of Service Agreement – To provide a Web-based self-service that consists of short video clips about financial aid, financial literacy, loans and scholarships that are accessible on demand, 24/7.  Saddleback College</p>	\$12,000.00
<p>Isa Adney International, LLC  Independent Contractor Agreement – To provide two one-hour keynote speeches for career counselor workshops on the new Student Success Act scheduled for November 2013.  Irvine Valley College</p>	\$11,900.00
<p>Bob Parrett Construction  Agreement – To replace doors with acoustical doors at Vice President Offices in the Administration &amp; Governance Building.  Saddleback College</p>	\$11,676.00
<p>Irvine Public Schools Foundation  Educational Service Agreement – To provide credit courses on a contract basis to the Irvine Public Schools Foundation.  Irvine Valley College</p>	\$10,300.00 (Revenue)
<p>Hercules Portable Power, Inc.  Independent Contractor Agreement – To provide annual generator maintenance and quarterly services reports, effective 7/1/13 – 6/30/14.  Saddleback College</p>	\$8,500.00
<p>Ecological Fertigation, Inc.  Independent Contractor Agreement – For bi-monthly/monthly support and service to the fertilizer injection system on campus, effective 7/1/13 – 6/30/14.  Saddleback College</p>	\$8,500.00
<p>Proair  Agreement – To replace additional air ducts in SC-Business/General Studies Building on the 3<sup>rd</sup> floor for fire project.  District Services</p>	\$7,800.00
<p>DB Mechanical, Inc.  Agreement – To reset door placement for A123.  Irvine Valley College</p>	\$7,229.00

CAL Building Systems Agreement – For emergency repair of fire life safety system. Irvine Valley College	\$6,702.00
Mesa Energy Systems Agreement – To perform emergency repair on Business Sciences and Technology Innovation Center’s air handler. Irvine Valley College	\$6,315.00
Gilbert and Stearns, Inc. Agreement – To install new electrical conduit/wiring/outlets for two backboard winches and two control switches at gymnasium. Irvine Valley College	\$6,029.00
Melissa Data Corp. License Agreement – For address validation software and student addresses in MySite, effective 8/16/13 – 8/15/14. District Services	\$5,490.00
Lindsey Pollak Independent Contractor Agreement – To conduct two webinars for the CA Career Café on 11/4/13 and 11/18/13. Irvine Valley College	\$5,000.00
Campus Concerts Independent Contractor Agreement – To provide contracted musicians to supplement the Irvine Valley College Choir performances for the 2013-2014 year. Irvine Valley College	\$5,000.00
C.E.M. Lab Corp. Agreement – For foundation and infrastructure demolition geotechnical consultant services at ATEP. ATEP	\$3,500.00
Digital Networks Group, Inc. Agreement – For installation of 4 wireless access points, antennas, cabling and enclosures for Network Refresh. Saddleback College	\$3,439.20
Moritaka Kina Independent Contractor Agreement – To tune the Steinway pianos, as needed, for the 2013-2014 concert season. Irvine Valley College	\$3,200.00

<p>Daniel Gary Busby Independent Contractor Agreement – To perform the duties of Music Director and 1 day as Guest Conductor for Saddleback College's Civic Light Opera production of "Fiddler on the Roof" effective 6/1/13 – 7/20/13. Saddleback College</p>	<p>\$3,000.00</p>
<p>Joshua Fehrmann Independent Contractor Agreement – To perform duties of Sound Designer and Board Operator for "Fiddler on the Roof" on July 12-28, 2013. Saddleback College</p>	<p>\$3,000.00</p>
<p>Julius Ibanez Independent Contractor Agreement – To perform duties of Medical Director, functioning as an independent evaluator responsible for all medical aspects of the program, effective 7/1/13 – 6/30/14 for EMT program. Saddleback College</p>	<p>\$3,000.00</p>
<p>Town &amp; Country Glass Contract Proposal Agreement – To replace 3 glass units in the SC-Business/General Studies Building for fire project. District Services</p>	<p>\$2,670.00</p>
<p>Jared Scott Independent Contractor Agreement – To tune the pianos and harpsichords for the IVC Music Department 2013-2014 as needed. Irvine Valley College</p>	<p>\$2,500.00</p>
<p>Robert Blaney Independent Contractor Agreement – To perform duties of Conductor for "Fiddler on the Roof" July 12-28, 2013. Saddleback College</p>	<p>\$2,500.00</p>
<p>Hall &amp; Foreman, Inc. Amendment No. 1 – For additional engineering services relating to easement at IVC-Barranca Road Project at an additional cost of \$2,500.00. Total revised contract amount is \$33,750.00. District Services</p>	<p>\$2,500.00</p>
<p>Parsons Brinckerhoff, Inc. Consultant Agreement – For labor compliance program - foundation and infrastructure demolition at ATEP. ATEP</p>	<p>\$2,500.00</p>

Magnus Health LLC Health Quote Agreement – For a digital record tracking system used for student athletes. Irvine Valley College	\$2,500.00
Employment Development Dept. of CA (EDD) Trade Act Educational Agreement – To provide training for EDD client to complete a Certificate of Achievement in Digital Media Arts for the period of 8/19/13 – 12/19/14. Irvine Valley College	\$2,429.56 (Revenue)
Laura’s Interior Plant Service Independent Contractor Agreement – To provide plant maintenance services for the Performing Arts Center, effective 7/1/13 – 6/30/14. Irvine Valley College	\$2,400.00
Coast Fitness Repair Shop Agreement – To provide maintenance for the Life Fitness Center equipment, effective 7/1/13 – 6/30/14. Saddleback College	\$2,400.00
Air Cleaning Technology Service Agreement – To provide cleaning services to the exhaust system in the Culinary Arts Lab including the back splashes in Village 3 – 03, effective 7/1/13 – 6/30/14. Saddleback College	\$2,200.00
UC Irvine Outdoor Adventures / Team Up! Reservation Agreement – To provide leadership training to the members of Associated Student Government on August 16, 2013. Saddleback College	\$2,040.00
Coast Fitness Repair Shop Agreement – To provide maintenance for the IVC Life Fitness Center equipment, effective 7/1/13 – 6/30/14. Irvine Valley College	\$2,000.00
Dru Huston Independent Contractor Agreement – To perform musician services for performances of “Fiddler on the Roof” on July 12-28, 2013. Saddleback College	\$1,600.00
Williams Recordings Independent Contractor Agreement – To provide audio recording for the IVC Master Chorale concerts for the 2013-2014 concert seasons. Irvine Valley College	\$1,600.00

<p>United Site Services  Site Service Quotation Agreement – Rental expenses for an accessible portable toilet for the baseball field area, effective 1/7/14 – 5/7/14.  Irvine Valley College</p>	<p>\$1,527.87</p>
<p>Abraham Lucas Rodriguez  Independent Contractor Agreement – To perform Stage Manager duties for Saddleback Civic Light Opera’s summer production of “Fiddler on the Roof” on July 12 – 28, 2013 in McKinney Theatre.  Saddleback College</p>	<p>\$1,500.00</p>
<p>Intelecom Intelligent Telecommunications  Subscriber License Agreement - 1 year subscription fee for Intelecom Online Resources Network database and service, effective 7/1/13 – 6/30/14.  Saddleback College</p>	<p>\$1,500.00</p>
<p>City of Irvine  Independent Contractor Agreement – To participate as a “Friends of the Festival Sponsor” at the Irvine Global Village Festival 2013 on 9/28/13.  Irvine Valley College</p>	<p>\$1,500.00</p>
<p>H2 Environmental Consulting Services, Inc.  Proposal Agreement – To provide professional services during environmental remediation at the Business / General Studies Building.  Saddleback College</p>	<p>\$1,250.00</p>
<p>Spencer Dorn  Independent Contractor Agreement - To provide musician services for performances of “Fiddler on the Roof” July 12-28, 2013.  Saddleback College</p>	<p>\$1,225.00</p>
<p>Joslyne Blasdel  Independent Contractor Agreement – To provide musician services for performances of “Fiddler on the Roof” on July 12-28, 2013.  Saddleback College</p>	<p>\$1,100.00</p>
<p>Jennifer Quan  Independent Contractor Agreement – To provide musician services for performances of “Fiddler on the Roof” on July 12-28, 2013.  Saddleback College</p>	<p>\$1,000.00</p>

Town & Country Glass Contract Proposal Agreement – To replace graffiti mirrors in the Student Services men’s restroom. Saddleback College	\$990.00
Antimite Termite & Pest Control To provide annual pest control services. ATEP	\$845.00
Antimite Termite & Pest Control Commercial Service Agreement – To provide annual pest control services for the Child Development Center. Irvine Valley College	\$835.00
Funflicks Event Rental Agreement - To provide a 26-ft premiere movie screen and host on 8-22-13. Saddleback College	\$774.00 (ASG Funded)
Si Tran Independent Contractor Agreement – To perform as a guest artist musician in “Fiddler of the Roof” on July 12-28, 2013. Saddleback College	\$600.00
Ji Woo Park Independent Contractor Agreement – To provide musician services for performances of “Fiddler on the Roof” on July 12-28, 2013. Saddleback College	\$575.00
Christopher Traynor Independent Contractor Agreement – To perform musician services for performances of “Fiddler on the Roof” on July 12-28, 2013. Saddleback College	\$525.00
Lisa Iwasaki Independent Contractor Agreement – To perform musician services for performances of “Fiddler on the Roof” on July 12-28, 2013. Saddleback College	\$525.00
Harry Hwang Independent Contractor Agreement - To perform musician services for performances of “Fiddler on the Roof” on July 12-28, 2013. Saddleback College	\$525.00

Sasha Baharestani Independent Contractor Agreement – To perform musician services for performances of “Fiddler on the Roof” on July 12-28, 2013. Saddleback College	\$525.00
Katherine Park Independent Contractor Agreement – To perform musician services for performances of “Fiddler on the Roof” on July 12-28, 2013. Saddleback College	\$525.00
Keita Dan Independent Contractor Agreement - To perform musician services for performances of “Fiddler on the Roof” on July 12-28, 2013. Saddleback College	\$525.00
Michelle Nie Independent Contractor Agreement - To perform musician services for performances of “Fiddler on the Roof” on July 12-28, 2013. Saddleback College	\$500.00
Marcus Mathews Independent Contractor Agreement – To provide guest artist labor services for “Fiddler on the Roof” on July 12-28, 2013. Saddleback College	\$450.00
Megan Reynolds Independent Contractor Agreement – To provide guest artist labor services for “Fiddler on the Roof” on July 12-28, 2013. Saddleback College	\$450.00
Hiroko Nagafuchi Independent Contractor Agreement - Guest artist musician for “Fiddler on the Roof” on July 12-28, 2013. Saddleback College	\$275.00
Grace Liu Independent Contractor Agreement – Guest artist musician for “Fiddler on the Roof” on July 12-28, 2013. Saddleback College	\$250.00
Alexander Leigh Independent Contractor Agreement – To perform duties of rehearsal accompanist for “Fiddler on the Roof” on 6/26/13, 6/27/13 and 7/7/13. Saddleback College	\$240.00

West Anaheim Medical Center Affiliation Agreement - To provide clinical/internship experience to enhance student experiences in the Health Sciences program. Saddleback College	\$0.00
AHIMA Affiliation Agreement - To provide clinical/internship experience to enhance student experiences in the Health Sciences program. Saddleback College	\$0.00
Chapters Affiliation Agreement - To provide clinical/internship experience to enhance student experiences in the Health Sciences program. Saddleback College	\$0.00
Children's Hospital of Orange County To provide clinical/internship experience to enhance student experiences in the Health Sciences program, with school instructor on hospital premises. Saddleback College	\$0.00
Children's Hospital of Orange County To provide clinical/internship experience to enhance student experiences in the Health Sciences program, without school instructor on hospital premises. Saddleback College	\$0.00
Quest Diagnostics, Inc. Letter of Commitment – For annual renewal of health center laboratory testing for students. Lab fees paid by students. Irvine Valley College	\$0.00
32 <sup>nd</sup> District Agricultural Association Contract – To provide exhibit space, signage, admission credentials and parking passes for the OC Fair & Event Center, effective 6/18/13 – 8/16/13. Saddleback College	\$0.00
Inside Higher Education Agreement – To provide job postings for recruitment. Services are invoiced to Ad Club Advertising Services. District Services	\$0.00
Tustin Unified School District Memorandum of Understanding – To establish an academic plan whereby eligible students from Beckman High School	\$0.00

and Tustin High School enroll in IVC courses which are taught by qualified IVC professors for the 2013-2014 school year. Irvine Valley College	
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**RECOMMENDATION**

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

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Adopted Budget for Fiscal Year 2013-2014  
**ACTION:** Approval

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**BACKGROUND**

Title 5, California Code of Regulations, Section 58305 requires that each September the Board of Trustees of each community college district shall adopt a final budget. Enclosed for approval is the proposed Adopted Budget for the FY 2013-2014. As required by Section 58301 of Title 5, this document has been available for public inspection at each college library.

**STATUS**

On June 17, 2013, the Board of Trustees approved a Tentative Budget for FY 2013-2014. Since that time, total unrestricted resources have increased from \$211,923,036 to \$218,012,599. The unrestricted General Fund ending balance on June 30, 2013 is \$27,594,916. The District Reserve for economic uncertainties has been set at 7.5% (\$11,296,568).

The SOCCCD Adopted Budget for FY 2013-2014 will be presented by Dr. Debra Fitzsimons which will include additional highlights.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the FY 2013-2014 Adopted Budget as presented in the enclosure (EXHIBIT A).

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE  
DISTRICT

2013-2014  
ADOPTED  
BUDGET

PRESENTED BY: DR. DEBRA L. FITZSIMONS  
VICE CHANCELLOR, BUSINESS SERVICES  
AUGUST 26, 2013

# 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 the 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:** The District continues to strive to meet the increasing demands brought on by a challenging economy. To address the challenging construction/contractor environment, the next two major capital projects at the colleges are using two different alternate construction delivery methods which should improve the process greatly, ensuring more efficient use of resources, and adherence to project schedule for capital projects. Irvine Valley College's A400 Project is employing the Design-Build method and Saddleback College's Science Building is using the Lease/Leaseback delivery method. Much effort has been put into planning these projects with the new delivery methods so that construction projects can be delivered on time, on budget, and with great success.

Major projects at Saddleback College include completion of the Learning Resources Center (LRC) Renovation project, continued design of the Technology and Applied Sciences (TAS) Swing Space and Renovation projects, and preparation for bid on the Communication Arts project at the LRC. Irvine Valley College projects include the continued construction on the Life Sciences Building project, and design and document preparation for bidding the Barranca Road Connection to the college. Demolition at ATEP has been completed for all remaining structures on the District property, and the next demolition phase is the design, bid and award of the Foundation and Infrastructure Demolition project. District-wide projects include performing facilities conditions assessments and installing software for development of the 20-year Facilities Renovation and Scheduled Maintenance plan, and obtaining close out and DSA certifications.

The District IT department continues to develop applications to help students, faculty and staff at our colleges. This year, Academic and Administrative Computing have produced

the first annual *District IT Project Report*. IT directors scheduled sessions at college governance groups to present the report and answer questions, led an improved process to gather, refine and prioritize basic aid funding technology requests from the colleges, expanded use of *SharePoint* as a district-wide intranet and improved its functionality, and improved communication with the colleges including numerous presentations, automated release notes, an IT blog, and increased user involvement on development teams. In addition, they have developed a new *Training Hub* for staff, completed 1,150 service desk tickets representing all areas within District IT, completed work on *Sherpa* (an award-winning student success recommendation engine) and are now working with the colleges to expand the system and focus on key areas leading to student success.

This year, they released the first version of *MySite Mobile*, which has already produced over 1.1 million page views. Other items of importance include significant enhancements to *My Academic Plan* (MAP) and the initiation of work on requirements coming from the *State Student Success Task Force* in the area of academic planning, an RFP for a degree audit system, upgrades to the *Blackboard* Learning Management System, and the beginning of work on a *Predictive Analytics* system that can be used to help predict and identify students most at risk. This information will feed into *Sherpa* to allow the colleges to design interventions that will help guide the students back onto a successful path.

IT worked with the colleges and completed the planning and pre-assessment for the Network Refresh July 1<sup>st</sup>. District-wide core network switch upgrades have been completed, integration of the voicemail and email systems has been completed, and installation of the new district-wide wireless hardware will begin soon. Other major projects underway are the District-wide IT Inventory Management Project, District-wide Telephone Refresh, and the HR/Financial System Software Procurement Project which includes major business process analysis across the district.

For the majority of capital projects, both for facilities-related and technology-related ones, basic aid funding is instrumental. Mindful planning takes place to ensure that projects are prioritized and resources allocated efficiently to the district-wide priorities.

**State Budget and the Community College System:** The final State budget was enacted on June 27, 2013. The passage of Proposition 30 last fall created the Educational Protection Account (EPA) and provides temporary funding for education through 2019. These new funds allowed the Governor to provide new funds for education while still presenting a balanced budget.

Some of the highlights of the adopted budget that relate to community colleges are:

- Enrollment fees remain at \$46 per unit
- \$87.5 million for 1.57% COLA
- \$89.4 million for 1.63% growth
- \$50 million for the new Student Success and Support Program
- \$51 million for Prop 39 energy efficiency projects
- \$30 million “buy-down” of the inter-year apportionment deferral (no programmatic effect)

- \$25 million for Adult Education planning and implementation grants
- \$30 million for instructional equipment and scheduled maintenance
- \$38 million for increases to EOPS, DSPS, and CalWORKS categorical funds

**SOCCCD Adopted Budget:** The District budget for all funds totals over \$598 million. Because the District is self-sufficient and is a basic aid district, it 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 adopted budget includes conservative estimates for property tax revenues, enrollment fees, non-resident tuition, EPA funds, Lottery, interest, and other miscellaneous revenue.

The funds for instructional equipment and scheduled maintenance were added to the State budget at the last minute and total \$561,607 for SOCCCD. Since these funds were not vetted through District Resources Allocation Council (DRAC), they are not included in the adopted budget. Once the college allocations are determined, a budget amendment will be brought to the Board.

The major changes between the Tentative Budget and the Adopted Budget include an increase in the Unrestricted General Fund (UGF) beginning balance (\$4.4M), an increase in local revenue (\$0.9M), a decrease in employee benefits (\$1M) and an overall increase in the Restricted General Fund.

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 \$39 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 allows the District to manage cash-flow throughout the year as well as prepare for unforeseen expenditures and emergencies.

Chancellor Poertner has reviewed the adopted 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 is being submitted to the Board for approval in August, 2013.

*Dr. Debra L. Fitzsimons*

*Vice Chancellor, Business Services  
South Orange County Community College District*

# SADDLEBACK COLLEGE BUDGET MESSAGE



Saddleback College is pleased to submit to the Board of Trustees and Chancellor Poertner a balanced budget for the 2013-2014 fiscal year. This budget is based on income simulations provided by the District Resource Allocation Model.

Saddleback is primarily funded through the state SB361 apportionment calculation, and the State Budget proposes a 1.57% cost-of-living-adjustment (COLA) and 1.63% 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 health and welfare increases. Since FY 2008-2009 state categorically funded programs for Saddleback have been cut by \$1.86M adding further pressure to the general fund budget. While the college has backfilled some of these cuts with general funds (approximately \$750K), these programs have experienced a net reduction in the region of 30%. It is anticipated there will be backfill for these programs once actual allocation amounts are issued by program and college; however, for the Adopted Budget, conservative estimates have been used.

Beginning in FY 2007-2008, when it became clear that the state would be facing serious financial difficulties, the college planned accordingly and revised its budget practices in preparation for potential cutbacks. Saddleback limited the addition of new staff and management positions, even though there have been significant increases in workload and program needs. Saddleback also embarked on a multi-year effort to identify and implement greater operating efficiencies and has significantly increased its efforts for securing alternative resources. This fiscal prudence has generated a prior year ending balance of \$5,055,836, and, while less than the prior year, this balance has enabled the college to balance the FY 2013-2014 Budget.

The continuing trend of minimal ongoing income growth, annually increasing costs for existing personnel, the absorption of previously categorically funded positions, and the need to invest growth income into achieving increased FTES has resulted in the salary and benefit costs increasing disproportionately. Consequently, the budget pressures mentioned above, coupled with substantially increased demands placed on faculty, staff and management, has created a challenge as the college pursues a top goal: to significantly improve student success rates, namely higher completion rates for degrees, certificates and transfers.

Saddleback, working with our district and sister college, was actively engaged in the development and implementation of BP 3110 and AR 3110 (Basic Aid Allocation Process). The college applauds the creation and execution of this process, which continues to be refined during second year implementation (for FY 2013-2014). This refinement further ensures allocations are based on planning and data, and are transparent and fair. Saddleback appreciates the leadership of the Board of Trustees and Chancellor in the development of this process. The college looks forward to the district finalizing the 20 Year Capital and Scheduled Maintenance Plan, to clearly identify the significant maintenance backlog and scheduled maintenance and renovation needs at Saddleback, and to use this data driven plan to guide resource allocation. This college budget includes \$1,725,000 for scheduled maintenance projects.

Although Saddleback has continuing funding and fiscal challenges, the Adopted Budget is balanced and fully funds all college obligations and planned expenditures. 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 community.

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*Tod A. Burnett, Ed.D. President, Saddleback College and Carol Hilton, Vice President for Administrative Services*

# IRVINE VALLEY COLLEGE BUDGET MESSAGE



Irvine Valley College (IVC) is pleased to present to the Board of Trustees and the Chancellor a balanced FY 2013-2014 Adopted Budget. It is the philosophy of IVC to establish a budget in a transparent and collaborative manner, and the current budget is a product of an open dialogue between all college constituent groups and dedicated staff.

The unrestricted General Fund budget recommended through the District Resource Allocation Council (DRAC) is \$47.9 million. Major components of the budget are a \$47.4-million allocation based on the SB361 state apportionment model, \$3.5-million projected revenue from non-resident tuition, and assessments for district services and general expenses totaling \$6.2 million. Of the total budget, \$42.6 million, or 89%, has been committed to salaries and benefits, with the remainder budgeted for non-personnel expenditures and a contingency reserve.

Following the state apportionment model, the budget includes funding for a 1.63% enrollment growth. This will allow the college to serve 150 additional full-time equivalent students (FTES) beginning in FY 2013-2014. The budget also includes funding for a cost of living adjustment (COLA) of 1.57% for all employee groups.

With the implementation of retirement incentive programs for faculty (in FY 2011-2012) and classified (in FY 2012-2013) bargaining groups, the college had an obligation to make \$615,000 in incentive payments annually. With the passage of Proposition 30 in 2012, the colleges began to receive funding in FY 2012-2013, which allowed IVC to pre-pay its entire retirement incentive obligation of \$1.8M at the end of FY 2012-2013. Although this large payment left a small amount of ending fund balance, the resulting freed-up funds will allow the college to maintain a healthy reserve in FY 2013-2014 and thereafter.

IVC has also set aside \$700,000 to match the scheduled maintenance projects (campus-wide lighting and walkways and library exterior). The energy efficiency projects have been very successful in terms of both energy conservation and generating rebates from Southern California Edison. Thanks to these projects, the college's utility costs for the last 5 years have remained virtually flat, as shown below:

Fiscal Year	2008-09	2009-10	2010-11	2011-12	2012-13
Utility Costs	1,144,721	1,172,329	1,161,446	1,110,469	1,149,586

The state budget also includes additional funding for Extended Opportunity Programs and Services (EOPS), Disabled Students Programs and Services (DSPS), the California Work Opportunity and Responsibility to Kids (CalWORKs), and Student Success and Support Program (formerly called Matriculation). These programs were severely reduced in FY 2009-2010, with the cuts ranging from 40 to 60%. In addition, the state budget includes funding for scheduled maintenance and instructional equipment projects. College-specific allocation amounts will be announced later this fall.

The college is thankful to the Board of Trustees and the Chancellor for their support during this unstable economic period. This support goes a long way in empowering IVC to remain devoted to student learning through exemplary teaching, integrated support services, effective stewardship, and continued accessibility in a diverse community.

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*Dr. Glenn Roquemore, President, Irvine Valley College*  
*Davit Khachatryan, Director of College Fiscal Services*

# ADVANCED TECHNOLOGY AND EDUCATION PARK BUDGET MESSAGE



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 is 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).

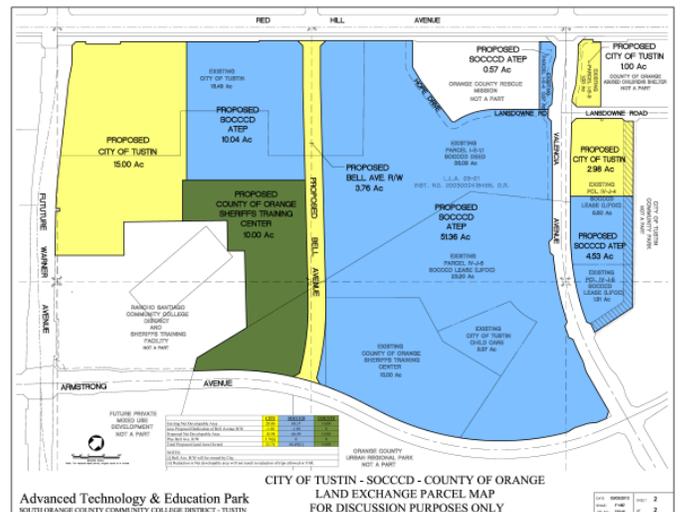
## Accomplishments

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); and supporting 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 will: support a more uniform and orderly development of the property; provide for new entitlements and permitted use including up to 49% of non-education use; significantly increase 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, provide for public services appropriate for the development and use of the SOCCCD property.

- The temporary ATEP campus buildings will be transferred to the City of Tustin as the land exchange becomes final during the summer 2013. The agreement includes 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. IVC is developing a contingency plan to support key programs now operating at the ATEP site.

- 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. In-ground demolition of foundations and grading of the initial ATEP site is scheduled for completion in 2013. Additional phases of demolition will be planned as the land exchange agreement is finalized summer 2013. This will include demolition of structures in the Bell Avenue right of way, the newly acquired city buildings and eventually the structures on the 10 acre exchange parcel with the County of Orange. All of these demolitions could be completed by the end of 2014. The clearing of the land of these buildings and structures for development greatly increases the value of this central Orange County property.
- The City of Tustin and the District will construct an extension of Bell Avenue going through the ATEP development area. The road will be dedicated to the city upon completion and provide for important access and increases in average daily trips. Related demolition will begin in 2013 and the road could be completed in 2014.
- Recently ATEP was included in the new District-wide Strategic Plan: 2011-2014 and Long Range Education & Facilities Master Plan: 2011-2031. Staff from both colleges along with District Services staff participated in these planning efforts.
- 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 the identification of external funding to support site development will be a high priority.

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*Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*  
*Dr. Randy Peebles, Associate Vice Chancellor, ATEP*

# BUDGET DEVELOPMENT GUIDELINES

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## **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 the 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. 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.

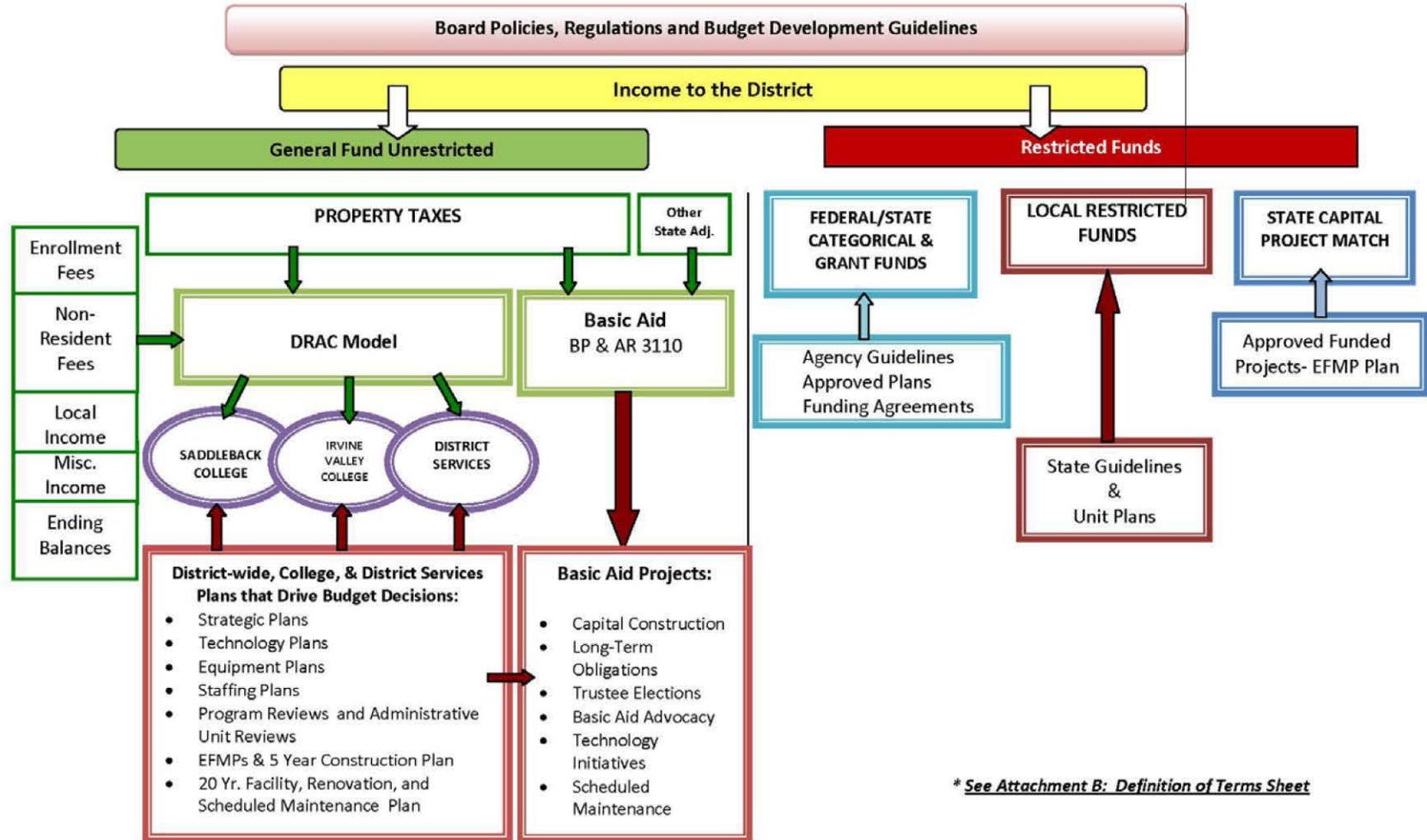
**10. Funding for Growth**

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.

**11. Budget Planning**

College budget planning will take into consideration the 50% Law and Faculty Obligation Number (FON).

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT RESOURCE ALLOCATION PROCESS



\* See Attachment B: Definition of Terms Sheet

## SUMMARY OF GENERAL FUND BUDGET ALLOCATIONS

Allocated Area	* Unrestricted	*Restricted	Total
Saddleback College	\$ 90,151,702	\$14,001,563	\$104,153,265
Irvine Valley College	\$ 47,918,227	\$ 7,198,657	\$ 55,116,884
ATEP Operating & Capital Project	\$ 782,189	\$ 5,084	\$ 787,273
District Services	\$ 14,772,678	\$ 326,310	\$ 15,098,988
District-wide General Expense	\$ 4,218,092		\$ 4,218,092
Part-Time Faculty Parity Funds	\$ 509,330		\$ 509,330
Basic Aid Funds**			
- Retirement Benefits	\$ 3,520,000		\$ 3,520,000
- Capital Outlay Projects	\$ 30,184,051		\$ 30,184,051
- Other Basic Aid Expenses	\$ 2,942,266		\$ 2,942,266
- Contingency	\$ 11,717,496		\$ 11,717,496
Reserves for Economic Uncertainties	\$ 11,296,568		\$ 11,296,568
<b>TOTALS***</b>	<b><u>\$ 218,012,599</u></b>	<b><u>\$ 21,531,614</u></b>	<b><u>\$239,544,213</u></b>

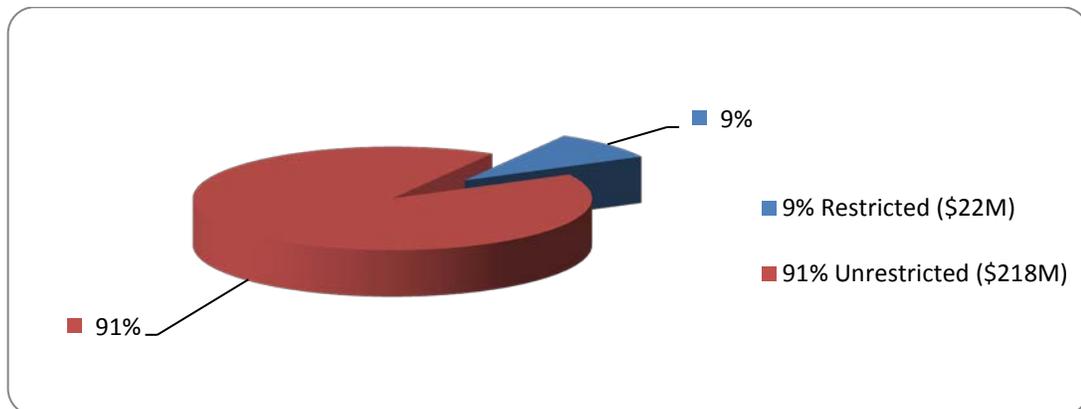
\* See pages 26 through 30 (Total of revenue, expenditures and ending balance for each budget location)

\*\*Prior Year Beginning balance of Basic Aid funds (\$19.8 M) is in the Capital Outlay fund.

\*\*\*The basic aid total was based on conservative property tax estimates.

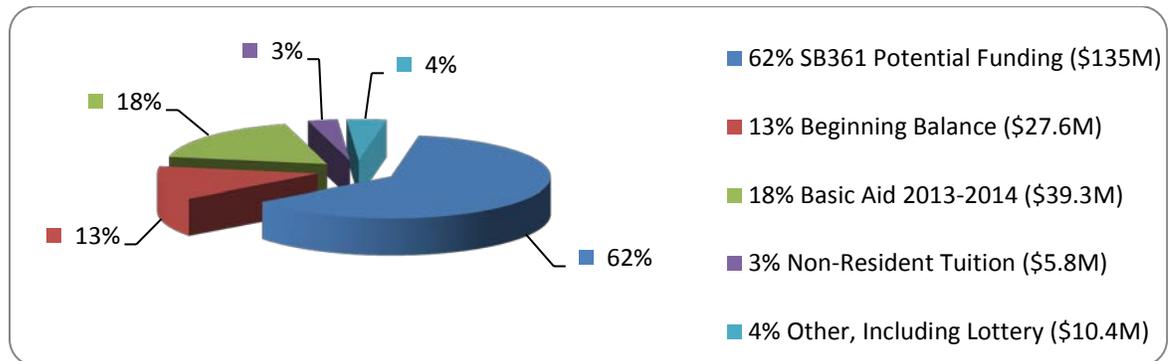
## GENERAL FUND REVENUE

The general fund, which totals \$240 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.”

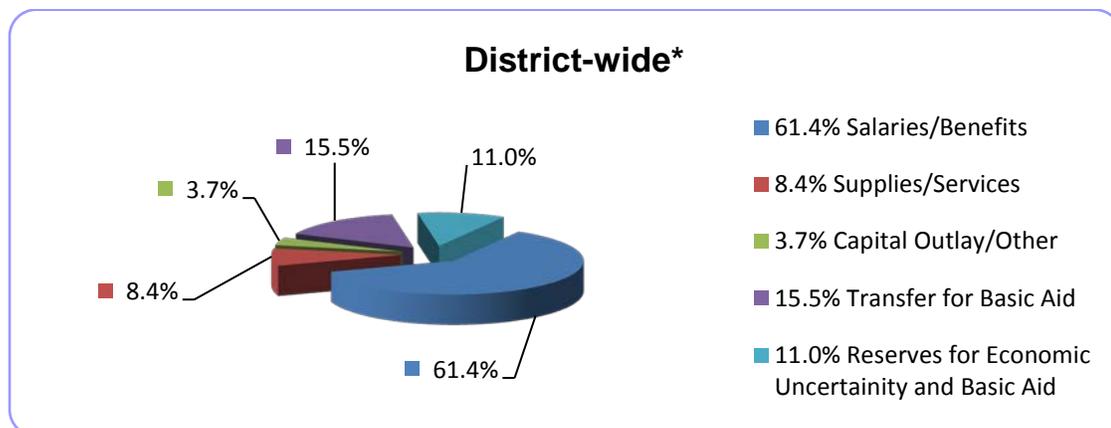


## UNRESTRICTED GENERAL FUND REVENUE

The largest segment of the general fund is the *unrestricted portion*, which accounts for resources for the general purpose programs of the District, approximately \$218 million (91% of the activity). This is an increase of \$17 million over last year due to state funded COLA, growth, increased beginning balance, and Proposition 30 EPA funds. Of the resources, 62% 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 and/or decline. 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 2013-2014 Basic Aid (18%), 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 (13%) of available unrestricted funds.



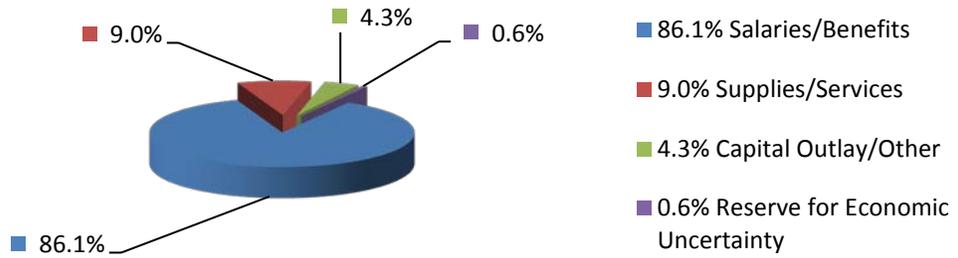
## UNRESTRICTED GENERAL FUND OPERATING EXPENDITURES



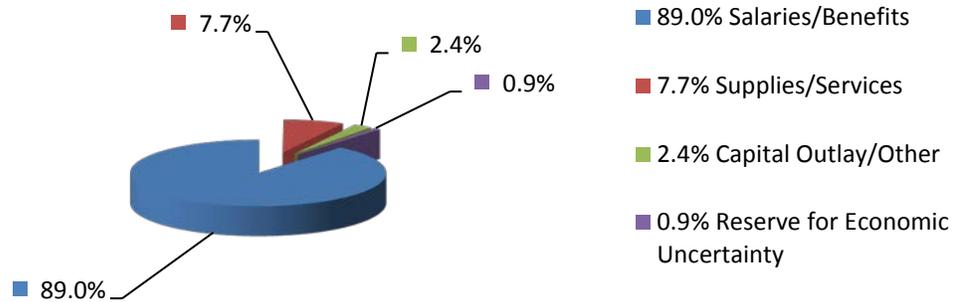
*\*Note: These percentages are based on the entire District budget that includes all reserves and Basic Aid funds. Without reserves and Basic Aid funds, the percentage for salaries and benefits would be 83.5%.*

Most of the expenditures in the general fund operating budgets are for employee salaries/benefits as seen below. Compared to last fiscal year, Saddleback College salaries and benefits are down to 86.1% of its operating budget (from 88%) and Irvine Valley College salaries and benefits are down to 89.0% (from 89.4%) of its operating budget. District Services salaries and benefits equal 84.5% (up from 84.4%) of its operating budget.

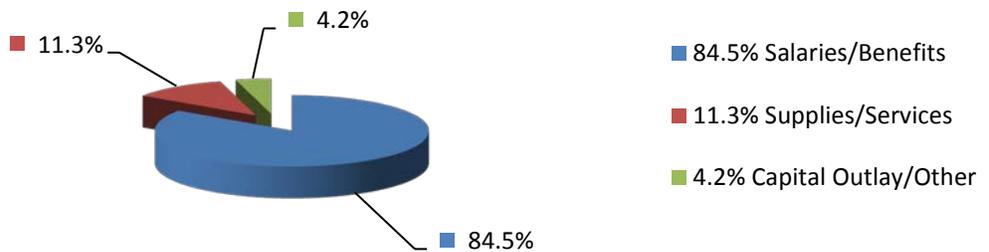
### Saddleback College



### Irvine Valley College

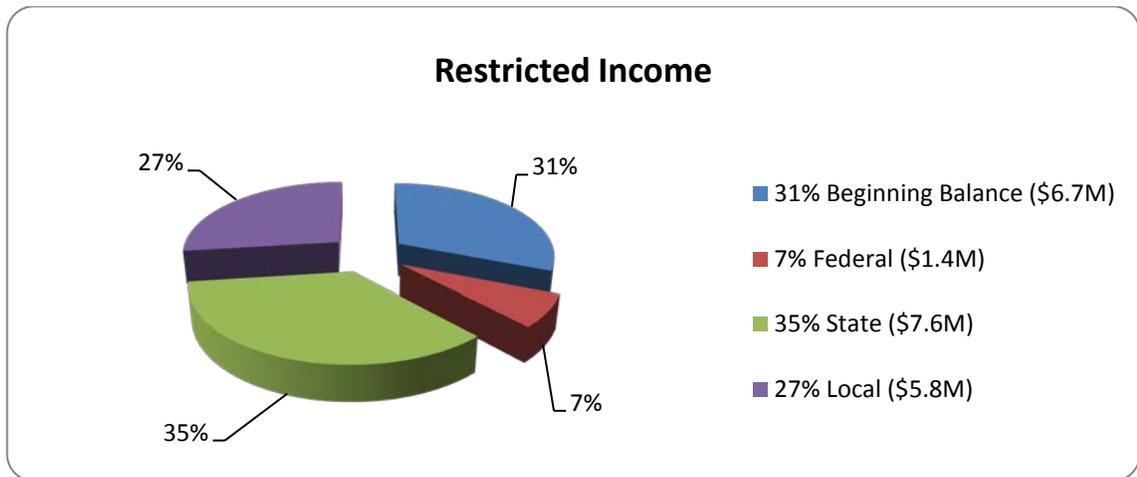


### District Services



## RESTRICTED GENERAL FUND

The other segment of the general fund is the *restricted portion (categorical aid and grants)*, approximately \$21.5 million (9% 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 decreased by \$1 million from the prior year due to a smaller beginning balance and decreased federal revenue.



## NOTEWORTHY GENERAL FUND ASSUMPTIONS

- FTES targets have been increased by 1.63% to align with the State apportionment formula and growth funds were provided to the colleges in the DRAC funding model. The colleges continue to meet their targets.

	FY 2009-2010 Actual	FY 2010-2011 Actual	FY 2011-2012 Actual	FY 2012-2013 Actual (Annual)	FY 2013-2014 Target
IVC	9,511	10,373	9,354	9,329	9,461
SC	16,722	18,126	18,484	18,475	17,764
<b>TOTAL</b>	<b>26,233</b>	<b>28,499</b>	<b>27,838</b>	<b>27,804</b>	<b>27,225</b>

- Proposition 30 Education Protection Act (EPA) funds are budgeted at the same level as FY 2012-2013, \$2.8 million. 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 increased from prior year by 1% to \$18.5 million based on anticipated FTES growth.
- Lottery revenue remains budgeted at \$3.5 million based on a conservative estimate of \$120 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. The State COLA of 1.57% is added to the salary schedules for faculty, classified, administrators and managers.
- The budget includes a 5.6% cost increase for employee benefits including PPO medical insurance, HMO medical insurance, dental insurance, vision insurance and life insurance. This is down from the 7.5% increase estimated for the Tentative Budget.
- Workers compensation insurance remains budgeted at 1.8% of salaries.
- The unemployment insurance rate decreased from 1.1% of salaries in FY 2012-2013 to 0.05% of salaries in FY 2013-2014.
- The Public Employees' Retirement System (PERS) contribution rate is budgeted at 11.442% of salaries. This is down from 12.5% estimated for the Tentative Budget.
- The State Teachers' Retirement System (STRS) contribution rate for FY 2013-2014 remains at 8.25% of salaries.
- The property and liability insurance coverage is budgeted at \$1,060,000, which is a \$10,000 increase over the Tentative Budget.
- The district-wide strategic planning budget was increased from the prior year to accommodate necessary planning activities to support accreditation.
- A transfer of \$3,520,000 is budgeted for the annual accrual for current employees' future retirement benefits based on the most recent actuarial study.
- The district-wide general expense accounts include all district-wide IT maintenance agreements. These costs were transferred from the District Services budget and the allocation to District Services was reduced by the same amount.
- Instructional equipment and scheduled maintenance funds are not included in the budget until reviewed by DRAC. Once allocated, a budget amendment will be processed.

The General Expenses have the following budgeted amounts:

<u>EXPENSE</u>	<u>AMOUNT</u>
Credit Card Service Fees	\$ 500,000
District Office Facilities and Maintenance	\$ 300,000
Discrimination/Harassment Investigation Services	\$ 100,000
District-wide IT Maintenance Agreements	\$ 673,761
District-wide Strategic Planning	\$ 110,000
Faculty Job Fair	\$ 25,520
Financial Audit	\$ 135,000
IT Projects Carry-over	\$ 391,311
Labor Contract Negotiators	\$ 75,000
Legal Advertising	\$ 15,000
Legal Fees	\$ 450,000
Mandated Costs	\$ 30,000
Offsite Technology Security	\$ 115,000
Personnel Advertising	\$ 130,000
Phone System Maintenance Agreement	\$ 190,000
Property & Liability Insurance	\$ 1,060,000 *
Recruitment	\$ 125,000
Sabbatical Bond Payments	\$ 18,000
Safety Compliance Cost	\$ 35,000
Taxpayer Relief Act Compliance	\$ 39,500
<b>TOTAL GENERAL EXPENSE ACCOUNTS</b>	<b><u>\$4,518,092</u></b>
District Office Facilities and Maintenance**	\$ <300,000>
<b>ADJUSTED GENERAL EXPENSE ACCOUNTS</b>	<b><u>\$4,218,092</u></b>

\*Increased in fixed expenses compared to the Tentative Budget

\*\*Paid to Saddleback College for expenses related to District Services space in the Health Sciences Building

The FY 2013-2014 Adopted Budget includes inter-fund transfers as follows:

<b>From Unrestricted General Fund:</b>	<b>To Other Funds:</b>				<b>Total</b>
	<b>Child Development</b>	<b>Capital Outlay</b>	<b>Self Insurance</b>	<b>Retiree Benefits</b>	
Irvine Valley College (a)	\$184,000	\$700,000			\$884,000
Saddleback College (b)	\$250,000	\$1,825,000			\$2,075,000
District Service (c)			\$250,000		\$250,000
Basic Aid (d)		\$30,184,051	\$100,000	\$3,520,000	\$33,804,051
<b>Total Transfers</b>	<b>\$434,000</b>	<b>\$32,709,051</b>	<b>\$350,000</b>	<b>\$3,520,000</b>	<b>\$37,013,051</b>

(a) Transfer from IVC General Fund to support Child Development and Scheduled Maintenance Match

(b) Transfer from SC General Fund to support Child Development, Parking Lot Maintenance, and Scheduled Maintenance Match

(c) DS Insurance Department expenses

(d) Basic Aid funds allocated for approved capital outlay projects, retiree benefit liability, and insurance deductibles based on BAARC recommendations

## FISCAL STABILITY AND RESERVE FOR ECONOMIC UNCERTAINTIES

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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 2013-2014 Adopted Budget includes a reserve of 7.5% of unrestricted operating funds, with a total amount of \$11,296,568. The amount in the SOCCCD reserve is higher than the minimum recommended by the State Chancellor's Office, which is 5%.

### BASIC AID STATUS

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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 computational revenue. 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:

<u>Fiscal Year</u>	<u>Basic Aid Receipts</u>
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

The District estimates that property tax receipts above the state-calculated allocation amount for FY 2013-2014 and future years to be as follows:

<u>Fiscal Year</u>	<u>Basic Aid Receipts</u>
2013 - 2014	\$ 39,269,228
2014 - 2015	\$ 40,909,228
2015 - 2016	\$ 38,575,696
2016 - 2017	\$ 36,081,196

The FY 2012-2013 Basic Aid Receipts were increased after final property tax receipts were posted. The large increase is due to a change in accounting practice where July tax payments are accrued as receivables instead of posting them in the following fiscal year. This practice will reflect more accurate records and eliminate the need for an audit adjustment each year.

The assumptions used to estimate basic aid funds in future years are: for FY 2013-2014, SB361 funding COLA is 1.57%, growth is 1.63% and enrollments fees are \$46 per unit. For the following year, SB361 COLA is estimated at 1% and growth is estimated at 1%. The estimates for FY 2015-2016 and FY 2016-2017 reflect 2% COLA and 2% growth.

The Orange County Auditor-Controller's office is consulted regularly in order to conservatively project the District's property tax revenue. The FY 2013-2014 estimates are based on that information and historical trends. For the FY 2013-2014, property taxes are budgeted with a 1% increase over FY 2012-2013. 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 in its recommendation for allocating the FY 2013-2014 basic aid funds. As this process was begun early in the budget cycle and was based on estimates, the adopted budget reflects a balance of unallocated funds.

The schedule below shows basic aid funds and projects that were approved and are included in the FY 2013-2014 Adopted Budget.

### ESTIMATED BASIC AID RESOURCES & PLANNED EXPENDITURES

<u>FY 2013-2014 RESOURCES</u>	<u>AMOUNT</u>
Balance at July 1, 2013	\$ 28,996,714
Receipts FY 2013-2014	<u>\$ 39,269,228</u>
Estimated Property Taxes for Basic Aid	\$ 68,265,942
Contingency for Unrealized Tax Collections (20%)	( <u>\$ 7,853,846</u> )
<b>TOTAL AVAILABLE FY 2013-2014</b>	<b><u>\$60,412,096</u></b>
<u>BUDGETED EXPENDITURES</u>	
FY 2013-2014 Retiree Benefit Expenses	\$ 3,520,000
FY 2013-2014 Legislative Advocacy Services	\$ 75,000
FY 2013-2014 Insurance Deductibles	\$ 100,000
Debt Retirement IVC Energy Loans	\$ 2,254,321
Funding for Capital & IT Projects	\$50,599,125
Unallocated Funds	\$ 3,863,650
<b>TOTAL APPROVED AND BUDGETED PROJECTS</b>	<b><u>\$60,412,096</u></b>

The following projects were previously approved by the Board of Trustees and are in various stages of completion. The project total includes prior year expenditures and remaining balances budgeted in FY 2013-2014.

<u>BASIC AID PROJECT NAME</u>	<u>PROJECT TOTAL</u>
<b>CLOSED PROJECTS</b>	\$166,258,363
<u>PRIOR APPROVED BASIC AID PROJECTS</u>	
Trustee Elections	\$2,198,988
Legislative Advocacy Services – Basic Aid	\$435,000
Retiree Benefit Liability Contribution	\$40,617,938
ATEP – Operating Budget	\$11,601,028
ATEP – First Building	\$12,500,000
ATEP – Negotiations	\$4,265,883
ATEP – Demolition	\$7,000,000
ATEP – Staffing, Equipment and Program Development	\$891,611
ATEP – Site Development	\$2,440,436
Campus Appearance	\$1,000,000
IVC – A400 Building Remodel	\$11,463,000
IVC – Design and Install Entrance from Barranca	\$2,850,000
IVC – Fine Arts Building	\$61,278
IVC – Life Sciences Project	\$11,710,000
IVC – New Parking Lot	\$2,920,000
IVC – Performing Arts Center Waterproofing	\$470,000
IVC – Replace Main Water Valves	\$275,000
IVC – Replace Natural Gas Piping A&B Quads	\$230,000
IVC – Replace Exterior A100, A200, A300, A400	\$400,000
IVC – Scheduled Maintenance-Library Exterior (50% College Match)	\$275,000
IVC – Scheduled Maintenance-Lighting & Walkways (50% College Match)	\$475,000
IVC – Scheduled Maintenance-Sports Facilities (50% College Match)	\$342,600
IVC – Science Lab Addition and Remodel	\$5,180,000
IVC – SSC HVAC System, B100	\$800,000
IVC – Upgrade Exterior & Entries to B300	\$680,000
SC – Building Repairs-Library Remodel	\$7,141,000
SC – Building Repairs LRC Com Arts Renovation	\$2,622,000
SC – Building Repairs-ATAS Building	\$14,733,313
SC – Building Repairs ATAS Swing Space Renovation	\$5,806,687
SC – Demolition and Upper Quad Remodel	\$1,000,000
SC - Fine Arts HVAC Renovation	\$1,000,000
SC – Golf Driving Range Net Replacement	\$300,000
SC - Health Sciences/DS Waterproofing	\$1,000,000
SC – Loop Road	\$3,442,000

SC - New Gateway Building (Match)	\$1,545,115
SC – New Sciences Building	\$58,835,346
SC – Pool Deck Replacement	\$1,500,000
SC – Roof Replace TAS, Village Building 3 – 8	\$1,500,000
SC – Scheduled Maintenance-Central Plant (50% College Match)	\$750,000
SC – Scheduled Maintenance-Energy Management Sys (50% College Match)	\$657,400
SC – Scheduled Maintenance-PE Complex (50% College Match)	\$500,000
SC - Storm Drain Repairs	\$1,500,000
SC - Water Damages/Storm Drainage Issues	\$750,000
SOCCCD – Student Information System Upgrade – Phase I/Phase II	\$14,102,260
SOCCCD – Document Management Solution	\$659,202
SOCCCD – IT Projects	\$8,744,770
Technology Needs for IVC, SC & District	\$8,036,477
End-of-Life Core Network/Tech Refresh	\$2,500,000
Campus Desktop Refresh	\$750,000
Student Information System Enhancements	\$1,500,000
HR/Business Services Integrated Software	\$3,000,000
Degree Audit/MAP Upgrade	\$750,000
Awards Management System	\$500,000
Predictive Analytics	\$250,000
Blackboard Plug-ins	\$150,000
Enterprise Content Management Expansion	\$150,000
Matriculation SEP System	\$100,000
HRIS Data Migration	\$20,000
IT Governance - TeamDymanixHE Software	\$50,000
TracDat Integration with SharePoint	\$35,000
DW Infrastructure Inventory System	\$75,000
MySite Help System	\$20,000
Unified Communications System	\$50,000
IT Contingency	\$277,855
FPP, IPP, 5 Year Plans	\$100,000
DSA Project Close Out	\$160,000
Design/Build Specialty Consultant	\$175,000
Legal Counsel for Facilities Related Issues	\$300,000
Lease/Lease Back Consultant	\$175,000
Facilities System	\$704,000
<b>TOTAL PRIOR APPROVED PROJECTS</b>	<b>\$435,258,550</b>
<b><u>NEW FY 2013-2014 PROJECTS</u></b>	<b><u>PROJECT TOTAL</u></b>
<b><u>Long Term Obligations &amp; Fixed Expenses</u></b>	
Insurance Deductibles	\$100,000
Retiree Benefit Liability Contribution *	\$3,520,000

Legislative Advocacy Services *	\$75,000
IVC Debt Retirement – Energy Loans	\$2,254,321
<b><u>Capital Projects/Defects/Scheduled Maintenance/Renovation</u></b>	
ATEP – Building Demolition Phase II *	\$6,700,000
DW – Union Offices	\$100,000
IVC – Life Sciences Project *	\$1,780,000
IVC – A400 Renovation *	\$1,550,000
IVC – New Parking Lot *	\$90,000
IVC – A200 Student Success Center	\$46,095
IVC – Construction Defects Performing Arts Center	\$1,400,000
IVC – Sched Maintenance-Lighting Walkway Phase II (50% Coll Match) *	\$425,000
SC - Library Renovation *	\$ 4,950,000
SC – ATAS Swing Space *	\$3,714,000
SC – Storm Drain, Parking Phase 1A, Practice Fields *	\$7,638,000
SC – Sched Maintenance-12KV Electrical Distr Repair (50% Coll Match)	\$200,000
SC – Sched Maintenance-HVAC PE100 (50% Coll Match)	\$800,000
SC – Sched Maintenance-PE200 Bleacher Repairs (50% Coll Match)	\$725,000
SC – FA Complex Phase II *	\$3,950,000
SC – PE 200 and 300 Interior Renovation	\$1,000,000
SC – PE 400 and 500 Renovation	\$800,000
<b><u>ATEP Development &amp; Operations</u></b>	
ATEP Support (security, maintenance and operations support)	\$596,530
<b><u>Capital Programs Planning, Technical, Specialty, Legal Consulting</u></b>	
ATEP Site Development *	\$2,000,000
DSA Project Close Out *	\$120,000
DSA Inspector, Engineering and PM Services	\$175,000
Design/Build Specialty Consultant *	\$175,000
Facilities Software System *	\$300,000
FPP, IPP, 5 Year Plans *	\$75,000
Lease/Lease Back Consultant *	\$175,000
Legal Counsel for Facilities Related Issues *	\$300,000
<b><u>IT Projects</u></b>	
End-of-Life Core Network/Tech Refresh *	\$ 3,000,000
Campus Desktop Refresh *	\$1,500,000
Student Information System Enhancements *	\$1,500,000
HR/Business Services Integrated Software *	\$2,250,000
Student Success Dashboard	\$550,000
Degree Audit/MAP Upgrade *	\$250,000
New Library System	\$100,000
DW Hardware Refresh	\$505,000
Virtual Desktop Phase I	\$50,000
Waitlist Modification	\$250,000
MySite Message Customization	\$150,000
Enterprise Backup Solution Phase I	\$150,000

MySite Security Phase I	\$50,000
Master Calendar Integration	\$300,000
On-line Catalog	\$125,000
International and Student Scholar Management	\$54,500
IT Contingency *	\$30,000
<b>TOTAL FY 2013-2014 PROJECTS</b>	<b>\$56,548,446</b>
<b>CUMULATIVE TOTAL – BASIC AID PROJECTS</b>	<b><u>\$491,806,996</u></b>

*\*Reflects an augmentation to an existing project*

## OTHER FUNDS

### **Community Education Fund (Fund #07 and Fund #09)**

The Community Education funds are 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.

### **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 \$184,000 of support from the unrestricted general fund, and Saddleback College provides \$250,000. 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, and district funded projects such as road maintenance and new parking lots. The next table is a schedule of project budgets for FY 2013-2014.

## CAPITAL OUTLAY PROJECTS – FUND 40

	<b>FY 2013-2014</b>
<u>Project Description</u>	<b>Adopted</b>
	<b>Budget</b>
<b>BASIC AID PROJECTS Balance (Including required college match)</b>	\$207,813,824
<b><u>LOCAL PROJECTS</u></b>	
District-wide Video Conferencing	\$190,615
District Technology Enhancement	\$97,697
DSA Closeout/Five Year Plan/CEQA	\$97,973

SC - Future Parking Lot Projects	\$651,710
SC - Future Capital Outlay Projects	\$5,022,586
District-Future Capital Outlay Projects	\$19,883,773
Redevelopment Funds Reserved for Future Capital Projects (Lake Forest, Mission Viejo, Tustin, Orange County, Irvine, Santa Ana, San Clemente, San Juan Capistrano)	\$20,464,252
<b>Total Fund 40</b>	<b>\$254,222,430</b>

**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 2013-2014.

**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 \$3,520,000. The District’s actuarial accrued liability for past service is estimated at \$89,492,000 and is fully funded. An irrevocable trust was established in 2007-2008 to fund the OPEB obligation in accordance with GASB 43 and 45.

For FY 2013-2014, a transfer of \$3,520,000 of Basic Aid Funds will be used toward funding the current year’s annual accrual.

**Retiree 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 April 2013 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.

**ASG Funds (Funds #95 and #96)**

The ASG budgets are brought to the Board of Trustees independently from the SOCCCD Adopted Budget for board approval.

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## BUDGET TABLES

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The Adopted Budget FY 2013-2014 for all District funds is summarized on the following pages. A new chart displaying the changes between the Tentative Budget and Adopted Budget for the General Fund is included.

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*Dr. Debra L. Fitzsimons, Vice Chancellor of Business Services*

*Kim McCord, Executive Director of Fiscal Services*

*Prepared by: Cheryl Dobbie, Executive Assistant*

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
ADOPTED BUDGET - FISCAL YEAR 2013-2014**

**Revenues, Expenditures and Change in Fund Balance**

	General Fund	Community Education	Child Development	Capital Outlay	Self-Insurance	Retiree Benefit	Retiree OPEB	TOTAL ALL FUNDS
	(01)	(07) & (09)	(12)	(40)	(68)	(71)	(72)	
<b>SOURCES OF FUNDS</b>								
BEGINNING FUND BALANCE:	9712 \$ 34,319,623	\$ 875,262	\$ 44,776	\$ 217,328,319	\$ 1,588,326	\$ 1,474,084	\$ 84,428,352	\$ 340,058,742
<b>REVENUES:</b>								
SB361 Revenue	Various \$ 134,939,936	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 134,939,936
Basic Aid	39,269,228	-	-	-	-	-	-	39,269,228
Federal Sources	8100-8199 1,437,406	-	-	-	-	-	-	1,437,406
Other State Sources	8600-8699 15,361,554	-	-	-	-	-	-	15,361,554
Other Local Sources	8800-8899 14,216,466	2,023,782	1,637,598	4,185,060	5,000	3,000	8,120,000	30,190,906
Total Revenue	205,224,590	2,023,782	1,637,598	4,185,060	5,000	3,000	8,120,000	221,199,030
BASIC AID INCOMING TRANSFER:	8980-8989 -	-	-	30,184,051	100,000	3,520,000	-	33,804,051
INCOMING TRANSFERS	8980-8989 -	-	434,000	2,525,000	250,000	-	-	3,209,000
<b>TOTAL SOURCES OF FUNDS</b>	<b>\$ 239,544,213</b>	<b>\$ 2,899,044</b>	<b>\$ 2,116,374</b>	<b>\$ 254,222,430</b>	<b>\$ 1,943,326</b>	<b>\$ 4,997,084</b>	<b>\$ 92,548,352</b>	<b>\$ 598,270,823</b>
<b>USES OF FUNDS</b>								
<b>EXPENDITURES:</b>								
Academic Salaries	1000-1999 \$ 67,332,618	\$ 13,371	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,345,989
Other Staff Salaries	2000-2999 41,249,943	942,015	1,520,556	43,830	160,012	-	-	43,916,356
Employee Benefits	3000-3999 35,816,180	218,082	499,031	30,847	77,067	3,520,000	4,415,000	44,576,207
Supplies & Materials	4000-4999 5,090,739	99,250	57,981	4,500	1,000	-	-	5,253,470
Services & Other Operating	5000-5999 20,660,367	802,433	21,560	1,055,643	839,019	90,000	310,000	23,779,022
Capital Outlay	6000-6999 5,781,881	823,893	17,246	252,812,555	26,000	-	-	259,461,575
Payments to Students	7500-7699 398,441	-	-	-	-	-	-	398,441
Total Expenditures	176,330,169	2,899,044	2,116,374	253,947,375	1,103,098	3,610,000	4,725,000	444,731,060
<b>OTHER FINANCING USES:</b>								
Transfers Out	7300-7400 \$ 3,209,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,209,000
Basic Aid Transfers Out	7300-7400 33,804,051	-	-	-	-	-	-	33,804,051
Debt Service	7100-7199 2,254,321	-	-	-	-	-	-	2,254,321
Total Other Uses	39,267,372	-	-	-	-	-	-	39,267,372
<b>TOTAL USES OF FUNDS</b>	<b>215,597,541</b>	<b>2,899,044</b>	<b>2,116,374</b>	<b>253,947,375</b>	<b>1,103,098</b>	<b>3,610,000</b>	<b>4,725,000</b>	<b>483,998,432</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 23,946,672</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 275,055</b>	<b>\$ 840,228</b>	<b>\$ 1,387,084</b>	<b>\$ 87,823,352</b>	<b>\$ 114,272,391</b>
<b>COMPONENTS OF ENDING BALANCE</b>								
Reserve, Economic Uncertainties/Fund Bal.	\$ 12,229,176	\$ -	\$ -	\$ 275,055	\$ 840,228	\$ 1,387,084	\$ 87,823,352	\$ 102,554,895
Reserve, Unrealized Tax Collections (Basic Aid)	11,717,496	-	-	-	-	-	-	11,717,496

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**ADOPTED BUDGET - FISCAL YEAR 2013-2014**  
 Revenues, Expenditures and Change in Fund Balance  
**GENERAL FUND**

	<u>Saddleback College</u>			<u>Irvine Valley College</u>			<u>District Services</u>			
	General Fund	General Fund	Total	General Fund	General Fund	Total	General Fund	General Fund	Total	
	Unrestricted	Restricted		Unrestricted	Restricted		Unrestricted	Restricted		
<b>SOURCES OF FUNDS</b>										
<b>BEGINNING FUND BALANCE:</b>	9712	\$ 5,055,836	\$ 4,904,109	\$ 9,959,945	\$ 20,019	\$ 1,524,460	\$ 1,544,479	\$ 1,320,395	\$ 296,054	\$ 1,616,449
<b>REVENUES:</b>										
SB361 Revenue	Various	\$ 76,071,159	\$ -	\$ 76,071,159	\$ 41,223,859	\$ -	\$ 41,223,859	\$ 13,452,283	\$ -	\$ 13,452,283
Basic Aid		-	-	-	-	-	-	-	-	-
Federal Sources	8100-8199	-	864,242	864,242	-	553,164	553,164	-	20,000	20,000
Other State Sources	8600-8699	4,756,977	4,486,050	9,243,027	2,503,366	3,095,442	5,598,808	-	10,256	10,256
Other Local Sources	8800-8899	4,267,730	3,747,162	8,014,892	4,170,983	2,025,591	6,196,574	-	-	-
Total Revenue		85,095,866	9,097,454	94,193,320	47,898,208	5,674,197	53,572,405	13,452,283	30,256	13,482,539
<b>RESTRICTED BASIC AID</b>	8980-8989	-	-	-	-	-	-	-	-	-
<b>INCOMING TRANSFERS</b>	8980-8989	-	-	-	-	-	-	-	-	-
<b>TOTAL SOURCES OF FUNDS</b>		\$ 90,151,702	\$ 14,001,563	\$ 104,153,265	\$ 47,918,227	\$ 7,198,657	\$ 55,116,884	\$ 14,772,678	\$ 326,310	\$ 15,098,988
<b>USES OF FUNDS</b>										
<b>EXPENDITURES:</b>										
Academic Salaries	1000-1999	\$ 41,164,049	\$ 2,470,632	\$ 43,634,681	\$ 21,082,698	\$ 805,990	\$ 21,888,688	\$ 1,357,129	\$ -	\$ 1,357,129
Other Staff Salaries	2000-2999	17,639,796	3,025,134	20,664,930	10,878,180	1,917,393	12,795,573	7,371,777	-	7,371,777
Employee Benefits	3000-3999	18,832,334	1,491,485	20,323,819	10,667,691	838,779	11,506,470	3,756,137	-	3,756,137
Supplies & Materials	4000-4999	1,885,957	1,757,416	3,643,373	618,307	581,964	1,200,271	204,228	-	204,228
Services & Other Operating	5000-5999	6,241,375	2,736,044	8,977,419	3,089,245	2,002,850	5,092,095	1,469,307	326,310	1,795,617
Capital Outlay	6000-6999	1,913,191	2,196,923	4,110,114	265,498	877,169	1,142,667	364,100	-	364,100
Payments to Students	7500-7699	-	223,929	223,929	-	174,512	174,512	-	-	-
Total Expenditures		87,676,702	13,901,563	101,578,265	46,601,619	7,198,657	53,800,276	14,522,678	326,310	14,848,988
<b>OTHER FINANCING USES:</b>										
Transfers Out	7300-7400	\$ 1,975,000	\$ 100,000	\$ 2,075,000	\$ 884,000	\$ -	\$ 884,000	\$ 250,000	\$ -	\$ 250,000
Basic Aid Transfers Out	7300-7400	-	-	-	-	-	-	-	-	-
Debt Service	7100-7199	-	-	-	-	-	-	-	-	-
Total Other Sources (Uses)		1,975,000	100,000	2,075,000	884,000	-	884,000	250,000	-	250,000
<b>TOTAL USES OF FUNDS</b>		<b>89,651,702</b>	<b>14,001,563</b>	<b>103,653,265</b>	<b>47,485,619</b>	<b>7,198,657</b>	<b>54,684,276</b>	<b>14,772,678</b>	<b>326,310</b>	<b>15,098,988</b>
<b>ENDING FUND BALANCE</b>		<b>\$ 500,000</b>	<b>\$ -</b>	<b>\$ 500,000</b>	<b>\$ 432,608</b>	<b>\$ -</b>	<b>\$ 432,608</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>COMPONENTS OF ENDING BALANCE</b>										
Reserve, Economic Uncertainties/Fund Bal.		\$ 500,000	\$ -	\$ 500,000	\$ 432,608	\$ -	\$ 432,608	\$ -	\$ -	\$ -
Reserve, Unrealized Tax Collections (Basic Aid)		-	-	-	-	-	-	-	-	-

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**ADOPTED BUDGET - FISCAL YEAR 2013-2014**  
 Revenues, Expenditures and Change in Fund Balance  
**GENERAL FUND**

	ATEP			General Expense Unrestricted	One Time Rev. Incl. Basic Aid Unrestricted	Total General Fund			
	General Fund Unrestricted	General Fund Restricted	Total			General Fund Unrestricted	General Fund Restricted	Total	
<b>SOURCES OF FUNDS</b>									
BEGINNING FUND BALANCE:	9712	\$ 185,659	\$ 84	\$ 185,743	\$ 391,311	\$ 20,621,696	\$ 27,594,916	\$ 6,724,707	\$ 34,319,623
<b>REVENUES:</b>									
SB361 Revenue	Various	\$ -	\$ -	\$ -	\$ 3,826,781	\$ 365,854	\$ 134,939,936	\$ -	\$ 134,939,936
Basic Aid		596,530	-	596,530	-	38,672,698	39,269,228	-	39,269,228
Federal Sources	8100-8199	-	-	-	-	-	-	1,437,406	1,437,406
Other State Sources	8600-8699	-	-	-	-	509,463	7,769,806	7,591,748	15,361,554
Other Local Sources	8800-8899	-	5,000	5,000	-	-	8,438,713	5,777,753	14,216,466
Total Revenue		596,530	5,000	601,530	3,826,781	39,548,015	190,417,683	14,806,907	205,224,590
RESTRICTED BASIC AID	8980-8989	-	-	-	-	-	-	-	-
INCOMING TRANSFERS	8980-8989	-	-	-	-	-	-	-	-
<b>TOTAL SOURCES OF FUNDS</b>		<b>\$ 782,189</b>	<b>\$ 5,084</b>	<b>\$ 787,273</b>	<b>\$ 4,218,092</b>	<b>\$ 60,169,711</b>	<b>\$ 218,012,599</b>	<b>\$ 21,531,614</b>	<b>\$ 239,544,213</b>
<b>USES OF FUNDS</b>									
<b>EXPENDITURES:</b>									
Academic Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -	\$ 452,120	\$ 64,055,996	\$ 3,276,622	\$ 67,332,618
Other Staff Salaries	2000-2999	312,663	-	312,663	105,000	-	36,307,416	4,942,527	41,249,943
Employee Benefits	3000-3999	152,544	-	152,544	20,000	57,210	33,485,916	2,330,264	35,816,180
Supplies & Materials	4000-4999	41,867	1,000	42,867	-	-	2,750,359	2,340,380	5,090,739
Services & Other Operating	5000-5999	266,115	3,084	269,199	3,938,092	587,945	15,592,079	5,068,288	20,660,367
Capital Outlay	6000-6999	9,000	1,000	10,000	155,000	-	2,706,789	3,075,092	5,781,881
Payments to Students	7500-7699	-	-	-	-	-	-	398,441	398,441
Total Expenditures		782,189	5,084	787,273	4,218,092	1,097,275	154,898,555	21,431,614	176,330,169
<b>OTHER FINANCING USES:</b>									
Transfers Out	7300-7400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,109,000	\$ 100,000	\$ 3,209,000
Basic Aid Transfers Out	7300-7400	-	-	-	-	33,804,051	33,804,051	-	33,804,051
Debt Service	7100-7199	-	-	-	-	2,254,321	2,254,321	-	2,254,321
Total Other Sources (Uses)		-	-	-	-	36,058,372	39,167,372	100,000	39,267,372
<b>TOTAL USES OF FUNDS</b>		<b>782,189</b>	<b>5,084</b>	<b>787,273</b>	<b>4,218,092</b>	<b>37,155,647</b>	<b>194,065,927</b>	<b>21,531,614</b>	<b>215,597,541</b>
<b>ENDING FUND BALANCE</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,014,064</b>	<b>\$ 23,946,672</b>	<b>\$ -</b>	<b>\$ 23,946,672</b>
<b>COMPONENTS OF ENDING BALANCE</b>									
Reserve, Economic Uncertainties/Fund Bal.		\$ -	\$ -	\$ -	\$ -	\$ 11,296,568	\$ 12,229,176	\$ -	\$ 12,229,176
Reserve, Unrealized Tax Collections (Basic Aid)		-	-	-	-	11,717,496	11,717,496	-	11,717,496

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**Changes from Tentative Budget to Adopted Budget**  
**Revenues, Expenditures and Change in Fund Balance**  
**GENERAL FUND**

	<u>Unrestrict General Fund</u>			<u>Restricted General Fund</u>			
	<u>Tentative Budget</u>	<u>Budget Changes</u>	<u>Adopted Budget</u>	<u>Tentative Budget</u>	<u>Budget Changes</u>	<u>Adopted Budget</u>	
<b><u>SOURCES OF FUNDS</u></b>							
<b>BEGINNING FUND BALANCE:</b>	9712 \$	23,165,344 \$	4,429,572 \$	27,594,916 \$	4,915,924 \$	1,808,783 \$	6,724,707
<b>REVENUES:</b>							
SB361 Revenue	Various	\$ 134,939,936	\$ -	\$ 134,939,936	\$ -	\$ -	-
Basic Aid		38,697,997	571,231	39,269,228	-	-	-
Federal Sources	8100-8199	-	-	-	1,333,280	104,126	1,437,406
Other State Sources	8600-8699	7,579,806	190,000	7,769,806	7,235,988	355,760	7,591,748
Other Local Sources	8800-8899	7,539,953	898,760	8,438,713	5,631,920	145,833	5,777,753
Total Revenue		188,757,692	1,659,991	190,417,683	14,201,188	605,719	14,806,907
<b>RESTRICTED BASIC AID</b>	8980-8989	-	-	-	-	-	-
<b>INCOMING TRANSFERS</b>	8980-8989	-	-	-	-	-	-
<b>TOTAL SOURCES OF FUNDS</b>		\$ 211,923,036	\$ 6,089,563	\$ 218,012,599	\$ 19,117,112	\$ 2,414,502	\$ 21,531,614
<b><u>USES OF FUNDS</u></b>							
<b>EXPENDITURES:</b>							
Academic Salaries	1000-1999	\$ 63,727,704	\$ 328,292	\$ 64,055,996	\$ 2,953,553	\$ 323,069	\$ 3,276,622
Other Staff Salaries	2000-2999	35,644,604	662,812	36,307,416	4,713,847	228,680	4,942,527
Employee Benefits	3000-3999	34,508,523	(1,022,607)	33,485,916	2,293,634	36,630	2,330,264
Supplies & Materials	4000-4999	2,541,786	208,573	2,750,359	1,906,298	434,082	2,340,380
Services & Other Operating	5000-5999	14,540,923	1,051,156	15,592,079	3,998,393	1,069,895	5,068,288
Capital Outlay	6000-6999	1,687,863	1,018,926	2,706,789	2,837,316	237,776	3,075,092
Payments to Students	7500-7699	-	-	-	414,071	(15,630)	398,441
Total Expenditures		152,651,403	2,247,152	154,898,555	19,117,112	2,314,502	21,431,614
<b>OTHER FINANCING USES:</b>							
Transfers Out	7300-7400	\$ 3,109,000	\$ -	\$ 3,109,000	\$ -	\$ 100,000	\$ 100,000
Basic Aid Transfers Out	7300-7400	33,804,051	-	33,804,051	-	-	-
Debt Service	7100-7199	2,254,321	-	2,254,321	-	-	-
Total Other Sources (Uses)		39,167,372	-	39,167,372	-	100,000	100,000
<b>TOTAL USES OF FUNDS</b>		191,818,775	2,247,152	194,065,927	19,117,112	2,414,502	21,531,614
<b>ENDING FUND BALANCE</b>		\$ 20,104,261	\$ 3,842,411	\$ 23,946,672	\$ -	\$ -	-
<b>COMPONENTS OF ENDING BALANCE</b>							
Reserve, Economic Uncertainties/Fund Bal.	\$ 12,364,662	\$ (135,486)	\$ 12,229,176	\$ -	\$ -	\$ -	-
Reserve, Unrealized Tax Collections (Basic Aid)	7,739,599	3,977,897	11,717,496	-	-	-	-

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**ADOPTED BUDGET - FISCAL YEAR 2013-2014**  
 Revenues, Expenditures and Change in Fund Balance

	<u>Community Education Fund</u>			<u>Child Development Fund</u>			
	<u>Saddleback</u>	<u>Irvine Valley</u>	<u>Total</u>	<u>Saddleback</u>	<u>Irvine Valley</u>	<u>Total</u>	
	<u>College</u>	<u>College</u>		<u>College</u>	<u>College</u>		
	<u>(09)</u>	<u>(07)</u>		<u>(12)</u>	<u>(12)</u>		
<b><u>SOURCES OF FUNDS</u></b>							
BEGINNING FUND BALANCE:	9712 \$	928,949 \$	(53,687) \$	875,262	\$ 44,765	\$ 11	\$ 44,776
<b>REVENUES:</b>							
SB361 Revenue	Various	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basic Aid		-	-	-	-	-	-
Federal Sources	8100-8199	-	-	-	-	-	-
Other State Sources	8600-8699	-	-	-	-	-	-
Other Local Sources	8800-8899	868,446	1,155,336	2,023,782	679,511	958,087	1,637,598
Total Revenue		868,446	1,155,336	2,023,782	679,511	958,087	1,637,598
RESTRICTED BASIC AID	8980-8989	-	-	-	-	-	-
INCOMING TRANSFERS	8980-8989	-	-	-	250,000	184,000	434,000
<b>TOTAL SOURCES OF FUNDS</b>		<b>\$ 1,797,395</b>	<b>\$ 1,101,649</b>	<b>\$ 2,899,044</b>	<b>\$ 974,276</b>	<b>\$ 1,142,098</b>	<b>\$ 2,116,374</b>
<b><u>USES OF FUNDS</u></b>							
<b>EXPENDITURES:</b>							
Academic Salaries	1000-1999	\$ -	\$ 13,371	\$ 13,371	\$ -	\$ -	\$ -
Other Staff Salaries	2000-2999	511,490	430,525	942,015	699,749	820,807	1,520,556
Employee Benefits	3000-3999	85,042	133,040	218,082	248,860	250,171	499,031
Supplies & Materials	4000-4999	63,000	36,250	99,250	20,931	37,050	57,981
Services & Other Operating	5000-5999	541,863	260,570	802,433	3,490	18,070	21,560
Capital Outlay	6000-6999	596,000	227,893	823,893	1,246	16,000	17,246
Payments to Students	7500-7699	-	-	-	-	-	-
Total Expenditures		1,797,395	1,101,649	2,899,044	974,276	1,142,098	2,116,374
<b>OTHER FINANCING USES:</b>							
Transfers Out	7300-7400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basic Aid Transfers Out	7300-7400	-	-	-	-	-	-
Debt Service	7100-7199	-	-	-	-	-	-
Total Other Sources (Uses)		-	-	-	-	-	-
<b>TOTAL USES OF FUNDS</b>		<b>1,797,395</b>	<b>1,101,649</b>	<b>2,899,044</b>	<b>974,276</b>	<b>1,142,098</b>	<b>2,116,374</b>
<b>ENDING FUND BALANCE</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## APPENDIX A

**The following Funds are used at South Orange County Community College District:**

<b>FUND NUMBER</b>	<b>DESCRIPTION</b>	<b>DEFINITION</b>
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

<b>FUND NUMBER</b>	<b>DESCRIPTION</b>	<b>DEFINITION</b>
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 tickets 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**

*(To accompany the Flow Chart outlining the Resource Allocation Process)*

- **Administrative Unit Reviews (AURs)** are conducted to examine the effectiveness of an administrative unit. Beginning FY 2011-2012, they are conducted at District Services.
- **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 an allocation model for the District. It distributes available general fund unrestricted resources (according to 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 facilities planning endeavor with major updates conducted 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**

*(To accompany the Flow Chart outlining the Resource Allocation Process)*

- **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 un-liquidated 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.
- **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.
- **Other State Adjustments** include state funds such as the excess funds provided to basic aid districts distributed by the State Chancellor's Office when Partnership for Excellence (PFE) was folded into SB 361 for other districts. These monies are not legislatively guaranteed.

## APPENDIX B

### *South Orange County Community College District*

#### **RESOURCE ALLOCATION DEFINITION OF TERMS**

*(To accompany the Flow Chart outlining the Resource Allocation Process)*

- **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.
- **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 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 programs specifically restricted by law, regulations, donors, or other outside agencies. Examples of Restricted Funds at SOCCCD are EOPS, DSPS, and grants.
- **Scheduled Maintenance** The state refers to scheduled maintenance as state funds that were formerly provided for major repairs of buildings and equipment and had required a local match. For the last few years, state scheduled maintenance funds had not been allocated to community colleges. However, in the current state budget year, scheduled maintenance funds are being distributed to the districts again. At the District, the local definition of scheduled maintenance for basic aid purposes 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 being developed based on several planning documents at both the colleges and district-wide.
- **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**

*(To accompany the Flow Chart outlining the Resource Allocation Process)*

- **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 provide revisions to the two colleges' project priorities. The separate campus priority lists are merged into one district-wide project priority list vetted through SOCCCD Chancellor's Executive Team 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 the Capital Improvement Committee 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.

**TO:** Board of Trustees

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

**RE:** Saddleback College and Irvine Valley College: FY 2013-2014 Adopted Student Government Budgets

**ACTION:** Approval

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### **BACKGROUND**

On June 17, 2013, the Board of Trustees approved the tentative Saddleback College Associated Student Government (ASG) and Associated Student Government of Irvine Valley College (ASIVC) budgets for FY 2013-2014. Funding for the budgets is derived from the sale of student government activity stickers and stamps as well as bookstore and food service commissions. The budgets are established to fund student activities that are educational, social, and/or supportive of student clubs and co-curricular programs. In addition, the budgets provide funding for student scholarships

### **STATUS**

Since approval of the tentative budgets by the Board of Trustees, the beginning balance for the Saddleback College ASG budget has decreased from \$170,437 to \$145,386. The beginning balance for ASIVC has increased from \$42,000 to \$101,713. The SC ASG and ASIVC emergency reserve accounts are set at or above 10 percent of total resources.

The adopted Saddleback College ASG and ASIVC budgets for FY 2013-2014 are presented as EXHIBITS A and B. The presentation of the ASG and ASIVC budgets will include a table comparing the Tentative Budget to the Adopted Budget.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the FY 2013-2014 adopted student government budgets as presented in EXHIBITS A and B.



# SADDLEBACK COLLEGE ASSOCIATED STUDENT GOVERNMENT 2013-2014 BUDGET PRESENTATION

SOCCCD BOARD OF TRUSTEES  
AUGUST 26, 2013

PRESENTED BY:  
BAHMAN SABAHI, ASG PRESIDENT  
JONATHAN STEPHENS, ASG TREASURER

# REVENUE AND EXPENSES

Sources and Uses of Funds	FY 2012-2013 Adopted Budget	FY 2013-2014 Tentative Budget	Change	FY 2013-2014 Adopted Budget	Note
<b>Sources of Funds</b>					
Beginning Fund Balance	243,866	170,437	(25,051)	145,386	a
<i>Revenue</i>					
Bookstore, Cafeteria/Vending	327,026	327,026	(61,043)	265,983	b
ASB Activity Sticker Sales	60,000	60,000	5,000	65,000	c
<b>Total Sources of Funds</b>	<b>630,892</b>	<b>557,463</b>	<b>(81,094)</b>	<b>476,369</b>	
<b>Uses of Funds</b>					
Campus Life	72,754	130,746	(28,625)	102,121	d
Co-Curricular Programs	89,469	35,781	-	35,781	
ASG Operations	17,896	17,550	(6,550)	11,000	e
ASG Operations (Personnel, Non-Discretionary)	100,000	125,645	(12,277)	113,368	f
Mid-Year Requests	20,000	19,351	649	20,000	g
Scholarships	162,035	144,265	(34,265)	110,000	h
Student Support	66,283	55,099	(1,000)	54,099	i
Contingency (Emergency Reserve)	102,455	29,026	974	30,000	j
<b>Total Uses of Funds</b>	<b>630,892</b>	<b>557,463</b>	<b>(81,094)</b>	<b>476,369</b>	
a) ASG used an estimate based on 12-13 beginning balance plus the emergency reserve as a placeholder for the tentative budget this year.					
a) To be most prudent, ASG estimated the beginning balance to be lower than 12-13. The actual figure for the adopted budget is much lower and again includes the emergency reserve.					
b) ASG receives a portion of the total auxiliary services contract revenue generated by Saddleback College for the bookstore, cafeteria, coffee cart and snack vending revenue.					
b) ASG administers the portion that serves programs in full alignment with their mission, a total of 40% of that revenue generated by the College.					
b) At the time of the presentation of the tentative budget ASG had not yet received the final allocation total for 13-14 and therefore last year's (higher) number was used as a placeholder.					
c) Judging from the revenue total for last year (which was over \$60,000) ASG felt it appropriate to increase the revenue estimate slightly.					
d) Adjusted due to lower beginning balance than anticipated at the time of the tentative budget presentation.					
e) Adjusted due to lower beginning balance than anticipated at the time of the tentative budget presentation.					
f) Adjusted due to lower beginning balance than anticipated at the time of the tentative budget presentation.					
g) Adjusted to represent 5% of subtotal projected revenue and maintain a figure that's easy to use.					
h) Adjusted to balance budget due to lower allocation of contract revenue than expected, all while maintaining previous actual funding for Foundation scholarships.					
i) Changed program categories.					
j) Adjusted to represent 7.5% of subtotal projected revenue and maintain a figure that's easy to use.					



# DESCRIPTIONS OF CHANGES

A) **BEGINNING FUND BALANCE:** ASG used an estimate based on the 12-13 beginning balance as a placeholder for the tentative budget this year. However, to be most prudent, ASG estimated the beginning balance to be lower than the 12-13 amount. The actual figure for the adopted budget is much lower and includes the emergency reserve.

B) **GUARANTEED CONTRACT REVENUE:** At the time of the presentation of the tentative budget ASG had not yet received the final allocation total for 13-14 contract revenue and therefore last year's (higher) number was used as a placeholder.

C) **GAUCHO STAMP (Student Activities Fee):** Judging from the revenue total for last year (which was over \$60,000) ASG felt it appropriate to increase the revenue estimate slightly.

D-F & I) **BUDGET REDUCTIONS TO GENERAL CATEGORIES:** ASG adjusted grants in these areas due to the lower revenue than was anticipated at the time of the tentative budget presentation.

G) **RESERVE FOR MID-YEAR ALLOCATIONS:** ASG adjusted the amount to represent 5% of subtotal projected revenue and to maintain a figure that's easy to use.

H) **SCHOLARSHIPS:** ASG lowered the overall amount estimated for the tentative budget, which would have been an actual increase, in order to balance the budget due to lower revenue. The actual allocations to scholarships are maintained at the same level as last year, which we will explain.

J) **EMERGENCY RESERVE:** ASG adjusted the amount to represent 7.5% of subtotal projected revenue and to maintain a figure that's easy to use.

# ASG HIGHLIGHTS

- Maximized ASG scholarship allocation in partnership with the SC Foundation, providing a hugely successful matching funds program to generate a 50% increase in ASG scholarships (post-allocation).
- Crunch Time collaboration with the LRC, providing extended tutoring and library hours, along with food and supplies, in the LRC to encourage students to stick around, study, and access much-needed resources.
- ASG Special Topic Grant process, focused on peer mentoring on campus, facilitating the growth of five new campus initiatives in diverse areas from Adaptive Kinesiology to the VETS Program.
- Development of three new ASG Councils – the Veterans Student Council, Honors Student Council, Diversity and International Student Council, along with the already existing Inter-Club Council – thus providing expanded student leadership development opportunities and sustainable resources for these essential student support programs.
- ASG funded its first textbook grant program in collaboration with the Financial Aid Office.



	A	B	C	D
<b>1</b>	<b>USES OF FUNDS</b>			
<b>2</b>	<b>ASG GRANT/ALLOCATION (Title by Division Awarded)</b>	<b>Category*</b>	<b>2012-2013 Grant/Allocation</b>	<b>2013-2014 Grant/Allocation</b>
<b>3</b>	<b>Advanced Technology &amp; Applied Science</b>			
4	1. Earth Week	CL	5,000.00	5,000.00
5	<i>Rollover Grant</i>		684.00	0.00
<b>6</b>	<b>TOTAL</b>		<b>\$5,684.00</b>	<b>\$5,000.00</b>
<b>7</b>	<b>Business Science</b>			
8	1. Business Development Project	CC	1,000.00	1,000.00
9	<i>Rollover Grant</i>		\$137.00	\$0.00
<b>10</b>	<b>TOTAL</b>		<b>\$1,137.00</b>	<b>\$1,000.00</b>
<b>11</b>	<b>Counseling Services</b>			
12	1. New Student/Parent Orientation	SS	300.00	300.00
13	2. Student Athlete Mentorship Program	SS	500.00	500.00
14	<i>Rollover Grant</i>		109.00	0.00
<b>15</b>	<b>TOTAL</b>		<b>\$909.00</b>	<b>\$800.00</b>
<b>16</b>	<b>Emeritus Institute</b>			
17	1. Emeritus Institute Art Show	CC	199.00	199.00
18	<i>Rollover Grant</i>		27.00	0.00
<b>19</b>	<b>TOTAL</b>		<b>\$226.00</b>	<b>\$199.00</b>
<b>20</b>	<b>Enrollment Services</b>			
21	1. Outreach -- Welcome Fest	CL	3,500.00	3,500.00
22	<i>Rollover Grant</i>		479.00	0.00
<b>23</b>	<b>TOTAL</b>		<b>\$3,979.00</b>	<b>\$3,500.00</b>
<b>24</b>	<b>Fine Arts</b>			
25	1. Noon Concert Hour Series	CL	1,720.00	1,720.00
26	2. Guest Artists	CC	5,160.00	5,160.00
27	3. Jazz Program	CL	3,440.00	3,440.00
28	4. Readers Theater (Speech/Forensics)	CC	430.00	430.00
29	5. Art Lecture Series	CC	860.00	860.00
30	6. Speech/Forensics Team Lodging, Meals, & Fees	SS	8,600.00	8,600.00
31	7. Theater Arts: Travel & Registration	SS	1,720.00	1,720.00
32	8. Film Festival	CL	1,720.00	1,720.00
33	9. CBI National College Media	SS	3,440.00	3,440.00
34	10. FILM II Grants	SS	1,720.00	1,720.00
35	<i>Rollover Grant</i>		3,942.00	0.00
<b>36</b>	<b>TOTAL</b>		<b>\$32,752.00</b>	<b>\$28,810.00</b>
<b>37</b>	<b>Health Sciences &amp; Human Services</b>			
38	1. Medical Assistant Graduation	SS	\$270.00	\$270.00
39	2. Human Services Graduation Reception	SS	400.00	400.00
40	3. Red Ribbon Substance Abuse Criminal Justice Career Fair	CC	1,169.00	1,169.00
41	4. CNSA General Meetings	CL	147.00	147.00
42	5. CNSA Nursing Orientation	CC	100.00	100.00
43	6. Nursing Pinning Ceremony	SS	2,500.00	2,500.00
44	7. CAADE Conference	SS	1,124.00	1,124.00
45	8. Mid-Year NSNA Convention (CNSA Club)	SS	78.00	78.00
46	9. Annual NSNA Convention (CNSA Club)	SS	7,437.00	7,437.00
47	10. CNSA State Convention	SS	2,444.00	2,444.00
48	<i>Rollover Grant</i>		2,144.00	0.00
<b>49</b>	<b>TOTAL</b>		<b>\$17,813.00</b>	<b>\$15,669.00</b>
<b>50</b>	<b>Liberal Arts</b>			
51	1. Annual Journalism Banquet	CL	850.00	850.00
52	2. Dia De Los Muertos Event	CL	800.00	800.00
53	3. Gender Conference	CC	1,500.00	1,500.00
54	4. Ramadan Event	CL	1,200.00	1,200.00
55	5. International Film Festival	CL	1,500.00	1,500.00
56	6. Latin Film Festival	CL	1,000.00	1,000.00
57	7. Day of Silence	CL	800.00	800.00
58	8. Student Journalism Scholarships	SS	800.00	800.00
59	9. PTK Conference/Travel	SS	2,542.00	2,542.00
60	<i>Rollover Grant</i>		1,504.00	0.00
<b>61</b>	<b>TOTAL</b>		<b>\$12,496.00</b>	<b>\$10,992.00</b>
<b>62</b>	<b>Online and Learning Resources</b>			
63	1. Student Study Session	SS	1,000.00	1,000.00
64	<i>Rollover Grant</i>		\$137.00	\$0.00
<b>65</b>	<b>TOTAL</b>		<b>\$1,137.00</b>	<b>\$1,000.00</b>
<b>66</b>	<b>Math, Science &amp; Engineering</b>			
67	1. Science Lecture Series	CC	12,500.00	12,500.00
68	2. SM Lobby Furniture	CL	229.00	229.00

	A	B	C	D
2	ASG GRANT/ALLOCATION (Title by Division Awarded)	Category*	2012-2013 Grant/Allocation	2013-2014 Grant/Allocation
69	3. MSE Academic Triathlon	CC	3,200.00	3,200.00
70	<i>Rollover Grant</i>		2,179.00	0.00
71	<b>TOTAL</b>		<b>\$18,108.00</b>	<b>\$15,929.00</b>
72	<b>Office of Instruction</b>			
73	1. Honors Program Awards	SS	\$106.00	\$106.00
74	2. Honors Recognition Ceremony	SS	61.00	61.00
75	3. Honors Conference	SS	960.00	960.00
76	<i>Rollover Grant</i>		154.00	0.00
77	<b>TOTAL</b>		<b>\$1,281.00</b>	<b>\$1,127.00</b>
78	<b>Physical Education, Kinesiology &amp; Athletics</b>			
79	1. Tim Cartmell/Taiji Workshop	CC	500.00	500.00
80	2. American College Dance Festival	CL	2,000.00	2,000.00
81	3. Athletics Pep Squad Camp Workshop	SS	6,500.00	6,500.00
82	<i>Rollover Grant</i>		1,231.00	0.00
83	<b>TOTAL</b>		<b>\$10,231.00</b>	<b>\$9,000.00</b>
84	<b>Social &amp; Behavioral Sciences</b>			
85	1. Anthropology/Cross-Cultural Studies Brown Bag Lunch Speaker Series	CC	2,500.00	2,500.00
86	2. Sociology - ASF and PFLAG	CL	1,000.00	1,000.00
87	3. Women's and Gender Studies	CL	3,000.00	3,000.00
88	4. CD/EDUC - Speaker Series	CC	2,000.00	2,000.00
89	5. Psychology - Speaker Series	CC	3,663.00	3,663.00
90	6. GEOG Poster Session	CC	1,000.00	1,000.00
91	7. Anthropology Conference Student Scholarship Program	SS	2,500.00	2,500.00
92	8. Geography - Conference	SS	1,000.00	1,000.00
93	<i>Rollover Grant</i>		2,280.00	0.00
94	<b>TOTAL</b>		<b>\$18,943.00</b>	<b>\$16,663.00</b>
95	<b>Transfer, Career and Special Programs</b>			
96	1. DSPS Ability Awareness Week	CL	\$1,500.00	\$1,500.00
97	2. DSPS Student & Volunteer Recognition Dinner	CL	1,500.00	1,500.00
98	3. DSPS Student/Co-Curricular Support Program	SS	500.00	500.00
99	4. Transfer College Fairs	CL	300.00	300.00
100	5. Transfer Day	CL	250.00	250.00
101	6. Transfer Celebration	CL	2,900.00	2,900.00
102	7. Women's Conference	CL	1,500.00	1,500.00
103	8. VETS Resource Fair/VETS Day/Recognition	CL	3,250.00	3,250.00
104	9. EOPS Student Recognition	SS	1,500.00	1,500.00
105	10. EOPS Winter Workshop	CL	1,250.00	1,250.00
106	11. Learning Resources (Re-Entry/Women)	SS	225.00	225.00
107	12. Career Packets for Students with Needs	SS	122.00	122.00
108	12. EOPS Graduation Caps & Gowns	SS	750.00	750.00
109	13. Adaptive Kinesiology Mentorship Program	SS	1,500.00	1,500.00
110	14. VETS Mentorship Program	SS	1,500.00	1,500.00
111	<i>Rollover Grant</i>		2,537.00	0.00
112	<b>TOTAL</b>		<b>\$21,084.00</b>	<b>\$18,547.00</b>
113	<b>ASG (Contract Revenue)</b>			
114	1. Office Assistant Assessment	OP/ND	80,550.00	79,000.00
115	2. Homecoming Celebration	OP	2,550.00	5,000.00
116	3. Commencement	OP/ND	8,000.00	8,000.00
117	4. Campus Life Program	CL	35,390.00	27,265.00
118	5. 11/12 purchases rolled in to 12/13		9,250.00	0.00
119	<i>Rollover Grant</i>		18,572.00	0.00
120	<b>TOTAL</b>		<b>\$154,312.00</b>	<b>\$119,265.00</b>
121	<b>ASG (Student Activities Fee Revenue)</b>			
122	1. ASB Fund Card Purchase Agreement (revenue generating)	OP/ND	11,550.00	13,550.00
123	2. ASG Leadership Training Retreats	OP	4,000.00	3,000.00
124	3. Duplication	OP/ND	3,000.00	2,000.00
125	4. Clothing	OP	3,751.00	2,000.00
126	5. Supplies	OP	5,000.00	1,500.00
127	6. Copier Agreement	OP/ND	500.00	500.00
128	7. Credit Card Fee	OP/ND	45.00	45.00
129	8. Postage	OP/ND	500.00	500.00
130	9. Judiciary Budget	OP	500.00	500.00
131	10. End of the Year Banquet	SS	3,000.00	2,000.00
132	11. Marketing/Publicity Committee Budget	OP	2,000.00	1,000.00
133	12. Move Ticket Consignment (revenue generating)	OP/ND	3,500.00	3,500.00
134	13. Board of Directors Programming Budget	CL	10,000.00	5,000.00
135	14. Events Committee Budget	CL	10,000.00	5,000.00
136	15. Symplicity (online students engagement and communications system)	OP/ND	16,000.00	6,273.00
137	16. Veterans Student Council	CL	0.00	3,000.00
138	17. Honors Student Council	CL	0.00	3,000.00
139	18. International & Diversity Student Council	CL	5,000.00	3,000.00

	A	B	C	D
2	<b>ASG GRANT/ALLOCATION (Title by Division Awarded)</b>	<b>Category*</b>	<b>2012-2013 Grant/Allocation</b>	<b>2013-2014 Grant/Allocation</b>
140	19. Inter-Club Council	CL	5,000.00	3,000.00
141	20. Student Clubs Executive Board Budget	CL	15,000.00	10,500.00
142	<b>ASG TOTAL</b>		<b>\$98,346.00</b>	<b>\$68,868.00</b>
143				
144	<b>Student Scholarships</b>			
145	1. SCHOLARSHIPS: SC Foundation Scholarships		70,000.00	70,000.00
146	2. SCHOLARSHIPS: Book Loan Program		20,000.00	20,000.00
147	3. SCHOLARSHIPS: Student Parent/CDC		20,000.00	20,000.00
148	<b>TOTAL</b>		<b>110,000.00</b>	<b>110,000.00</b>
149				
150	<b>Mandatory Minimum Allocations PER ASG BYLAWS (percentage taken of subtotal projected revenue)</b>			
151	1. Reserve for Mid-Year Allocations		20,000.00	20,000.00
152	2. Emergency Reserve		102,454.00	30,000.00
153	<b>TOTAL</b>		<b>122,454.00</b>	<b>50,000.00</b>
154	<b>TOTAL USES OF FUNDS</b>		<b>\$630,892.00</b>	<b>\$476,369.00</b>
155				
156	<b>SOURCES OF FUNDS</b>			
157	Contract Revenue		\$327,026.00	\$265,983.00
158	ASB Stamp Student Activities Fee		\$60,000.00	\$65,000.00
159	<b>SUBTOTAL PROJECTED REVENUE</b>		<b>\$387,026.00</b>	<b>\$330,983.00</b>
160	Emergency Reserve		\$102,454.00	\$30,000.00
161	Beginning Balance		\$141,412.00	\$115,386.00
162	<b>TOTAL SOURCES OF FUNDS</b>		<b>\$630,892.00</b>	<b>\$476,369.00</b>
163				
164	<b>NOTES:</b>			
165	CC = Co-Curricular, CL = Campus Life, SS = Student Support, OP = ASG Operations, OP/ND = ASG Operations, Non-Discretionary			

# Irvine Valley College Associated Student Government Adopted Budget 2013-2014



# Revenue and Expenses

Sourced and Uses of Funds	FY 2012-2013 Adopted Budget	FY 2013-2014 Tentative Budget	Change	FY 2013-2014 Adopted Budget	Note
<b>Sources of Funds</b>					
Beginning Fund Balance	91,786	42,000	59,713	101,713	a
Revenue					
Bookstore	350,000	350,000	(40,000)	310,000	b
Cafeteria/Vending	50,000	50,000		50,000	c
ASB Activity Sticker Sales/Misc.(Summer Bookstore/Cafeteria Commissions)	66,000	65,000		65,000	d
Less College Assessments (Utilities/Office Assistant)	-85,000				
<b>Total Sources of Funds</b>	<b>472,786</b>	<b>507,000</b>	<b>19,713</b>	<b>526,713</b>	
<b>Uses of Funds</b>					
Campus Life	47,000	41,000	(4,500)	36,500	e
Co-Curricular Programs	239,536	216,000	19,000	235,000	f
ASIVC Operations	27,800	26,700	(2,000)	28,700	g
ASIVC Operations (Personnel, Non-Discretionary)	N/A	75,500	4,700	80,200	h
Mid-Year Requests	16,472	8,000	-	8,000	
Scholarships	40,000	30,000	-	30,000	
Student Support	54,700	59,100	(3,487)	55,613	i
Contingency	47,278	50,700	2,000	52,700	j
<b>Total Uses of Funds</b>	<b>472,786</b>	<b>507,000</b>	<b>19,713</b>	<b>526,713</b>	

a) Actual beginning balance was higher due to encumbered balances, unused funds and receipt of all commissions

b) Bookstore minimum guarantee is calculated at 90% of previous year gross revenue

c) Cafeteria minimum guaranteed income is \$50,000

d) Activity Sticker Sales

e) Reevaluated and decreased some funding allocations

f) Increase due to available funding

g) Increase due to available funding

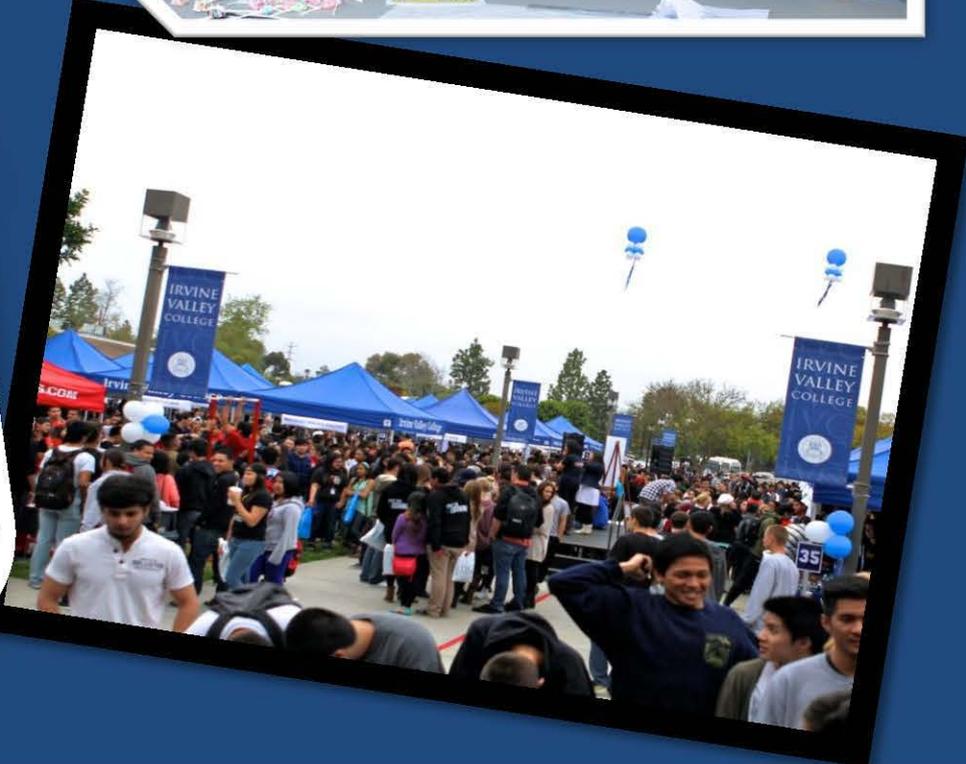
h) Increase due to personnel step and student workers salaries

i) Reevaluated allocations

j) Increase due to total sources of income

# ASIVC PRIDE

- **Expanded Book Loan Program**
- **Speech and Debate takes gold at Community College National Championships**
- **Model United Nations team won delegation awards for representing the United Kingdom and Iceland**
- **Cheer Club participates in dance routine to benefit "Susan G. Komen for the Cure"**
- **Partner with DSPS to host Disability Awareness Day**
- **Partner with Supportive Services to host annual EOPS/DPSP Recognition Celebration.**
- **Supports a wide variety of Honors Programs activities**
- **Welcome Back Days, Club Day, Fear Fest, Angel Tree, Homecoming, High School Senior Day, Multicultural Day, Scholarship Ceremony, Commencement Ceremony.**



**Associated Students of Irvine Valley College  
Adopted Budget Allocation 2013/14**

<b>STUDENT SUPPORT</b>					
		Request	Allocation	Request	Allocation
<u>Account Number</u>	<u>Description</u>	<u>2012/13</u>	<u>2012/13</u>	<u>2013/14</u>	<u>2013/14</u>
96-5271-D-N26-4-073-066-0000	Transfer/Career Center	\$3,120	\$2,300	\$3,650	\$2,800
96-5630-D-N21-4-070-084-0000	Choral Music/Choral/College	\$11,000	\$6,000	\$7,000	\$6,000
96-5830-D-N24-4-070-084-0000	Theater	\$8,000	\$5,000	\$8,000	\$6,000
96-4600-D-N33-4-036-000-0000	Honors	\$7,750	\$2,300	\$7,050	\$2,500
96-5270-F-M80-4-070-041-0000	Journalism	\$6,000	\$4,600	\$5,500	\$3,500
96-5271-D-N38-4-030-072-0000	International Student Center	\$1,039	\$500	\$623	\$500
96-4600-D-N17-4-070-084-0000	Music Department Recital /Ad	\$18,000	\$5,000	\$13,000	\$7,000
96-5271-D-N10-4-035-075-0000	Supportive Services	\$9,000	\$4,500	\$6,000	\$5,000
96-5271-D-M11-4-036-000-0000	Senior Day	\$13,000	\$13,000	\$19,000	\$12,000
96-5173-D-M01-4-036-000-0000	Guest Speakers	\$10,000	\$8,000	\$10,000	\$7,000
96-4600-D-N40-4-035-075-0000	DSP&S - Awareness Day	\$2,900	\$2,000	\$2,900	\$2,000
96-5270-F-M06-4-070-046-0000	Fine Arts/Music	\$0	\$0	\$1,400	\$800
96-4730-D-M93-4-036-000-0000	Art Gallery	\$1,000	\$1,000		
96-5620-D-N37-4-034-089-0000	Film Studies Program	\$500	\$500		
96-5271-D-N23-4-074-028-0000	French Film Festival			\$800	\$513
	Music/Music Theory/Conf.	\$5,575	\$0		
	<b>TOTAL</b>	<b>\$96,884</b>	<b>\$54,700</b>	<b>\$84,923</b>	<b>\$55,613</b>
<b>ASIVC STUDENT CAMPUS LIFE</b>					
		Requests	Allocation	Requests	Allocation
<u>Account Number</u>	<u>Description</u>	<u>2012/13</u>	<u>2012/13</u>	<u>2013/14</u>	<u>2013/14</u>
96-5271-D-M15-4-036-000-0000	Scholarship Award Ceremony	\$6,000	\$6,000	\$7,000	\$6,000
96-4710-D-M95-4-036-000-0000	Commencement	\$10,000	\$10,000	\$15,000	\$10,000
96-5811-D-M95-4-036-000-0000	ASIVC Events	\$7,000	\$7,000	\$12,000	\$6,000
96-5999-D-M01-4-036-000-0000	Clubs	\$8,000	\$8,000	\$10,000	\$7,000
96-5271-D-M95-4-036-000-0000	Multicultural Days	\$5,000	\$5,000	\$7,000	\$3,000
96-5270-D-M01-4-036-000-0000	Conferences	\$7,000	\$7,000	\$7,000	\$4,000
96-5271-D-M01-4-036-000-0000	Banquet	\$2,500	\$2,500	\$3,500	\$0
96-4900-D-M01-4-036-000-0000	Awards	\$1,000	\$1,000	\$1,000	\$500
	Student Host	\$500	\$500		
	<b>Total</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$62,500</b>	<b>\$36,500</b>
<b>ASIVC OPERATIONS</b>					
		Requests	Allocation	Requests	Allocation
<u>Account Number</u>	<u>Description</u>	<u>2012/13</u>	<u>2012/13</u>	<u>2013/14</u>	<u>2013/14</u>
96-4600-D-M01-4-036-000-0000	Office Supplies	\$2,000	\$2,000	\$6,000	\$3,000
96-5163-D-M01-4-036-000-0000	Student Lounge Worker	\$7,000	\$7,000	\$8,000	\$7,000
96-5811-D-M22-4-036-000-0000	Contract Services	\$7,000	\$4,000	\$7,000	\$5,000
96-5650-D-M01-4-036-000-0000	Equipment Repairs	\$3,000	\$13,000	\$15,000	\$13,000
96-4580-D-M01-4-036-000-0000	Duplicating	\$200	\$200	\$500	\$100
96-5269-D-M01-4-036-000-0000	Mileage	\$150	\$100	\$100	\$100
96-6410-D-M01-4-036-000-0000	Office Equipment	\$1,500	\$1,500	\$4,000	\$500
	<b>Total</b>	<b>\$20,850</b>	<b>\$27,800</b>	<b>\$40,600</b>	<b>\$28,700</b>

**Associated Students of Irvine Valley College  
Adopted Budget Allocation 2013/14**

<b>CO-CURRICULAR PROGRAMS</b>					
<u>Account Number</u>	<u>Description</u>	<u>Requests 2012/13</u>	<u>Allocation 2012/13</u>	<u>Requests 2013/14</u>	<u>Allocation 2013/14</u>
96-5270-F-M72-4-070-055-0000	Forensics	\$31,000	\$29,000	\$41,000	\$28,000
96-5270-F-N01-4-079-002-0000	Administration of Justice	\$32,552	\$28,500	\$31,677	\$27,000
96-5270-D-N18-4-070-084-0000	Wind Symphony	\$10,000	\$6,000	\$10,000	\$8,000
96-5270-F-M64-4-077-006-0000	Dance	\$26,773	\$21,500	\$26,773	\$21,000
96-5270-D-M33-4-036-000-0000	Phi Theta Kappa	\$19,748	\$17,000	\$22,304	\$15,000
96-5270-F-N02-4-079-002-0000	Political Science	\$28,000	\$26,000	\$27,500	\$25,000
96-5270-E-M42-4-077-006-0000	Athletics	\$111,536	\$111,536	\$127,680	\$111,000
	<b>TOTAL</b>	<b>\$259,609</b>	<b>\$239,536</b>	<b>\$286,934</b>	<b>\$235,000</b>
<b>ASIVC Operations (Personnel, Non-Discretionary)</b>					
	Office Assistant/Utilities	\$65,000		\$79,000	\$80,200
	<b>TOTAL</b>			<b>\$79,000</b>	<b>\$80,200</b>
<b>CONTINGENCY, MID-YEAR REQUESTS, AND SCHOLARSHIPS</b>					
	Contingency		\$47,278		\$52,700
	Scholarships	\$80,000	\$40,000		\$30,000
	Mid-Year Request		\$16,472		\$8,000
	<b>TOTAL</b>		<b>\$103,749</b>		<b>\$90,700</b>
	Total Request	\$569,343		<b>\$553,957.00</b>	
	Total Income	\$427,786			<b>\$526,713</b>
	Total Allocation		\$472,786		<b>\$526,713</b>

**TO:** Board of Trustees

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

**RE:** Irvine Valley College: Life Sciences Building: Use of the County of Riverside Agreement for Furniture Purchases

**ACTION:** Approval

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### **BACKGROUND**

On November 17, 2008, the Board of Trustees approved Dougherty and Dougherty Architects, LLP for the Irvine Valley Life Sciences project including furniture design and selection. Dougherty and Dougherty 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.

California Public Contract Code Section 20652 allows a community college district to acquire equipment by utilizing an existing contract of another public entity.

### **STATUS**

The District has reviewed pricing and available discounts under current agreements with County of San Bernardino, County of Riverside and US Communities (EXHIBIT A). District staff has determined the County of Riverside Agreement meets the District's needs and will be in the best interest of the District to use. This agreement, RIVCO-93145-006-12/10, is available for review in the Facilities Planning and Purchasing department.

Total cost of the furniture for the Life Sciences Building is anticipated to be \$802,000. 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.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the use of the County of Riverside Agreement (RIVCO-93145-006-12/10) for furniture purchases pursuant to established best value. This approval is contingent upon verification of the availability of funds for each purchase. Estimated costs for the furniture and equipment expenditures at the Life Sciences building are \$802,000.

IVC Life Sciences Building  
Furniture Best Value Comparison

Item Description	Product Mfg.	Product Line	County of San Bernardino % OFF List*	County of Riverside % OFF List	US Communities % OFF List
Lobby Seating Arrangement	Arcadia	Achella	46.5%	50%	
Conference and Classroom Tables	Herman Miller	Everywhere	70%	71%	60%
Classroom Tables	Versteel	Tier	45%	47%	
Student Chairs - Caper	Herman Miller	Caper	51%	51%	48%
Instructor Chair	Herman Miller	Caper Stool	51%	51%	48%
Classroom Tables	Versteel	Uno2	45%	47%	
Computer Lab Tables	KI	Smart Lift	46%	46.4%	
Systems Furniture and Desks	Herman Miller	Canvas	66.75%	70.75%	62.00%
Chairs for Computer Tables	Herman Miller	Caper Height Adj	51%	51%	51%
Pedestals for Canvas Desk	Herman Miller	TU	63%	66.5%	58.00%
Tato, Tatino, Tatone Lounge Cubes	Herman Miller	International Collection	47.5%	49.5%	43.00%
Office Table	Herman Miller	Avive	58.75%	62%	62%

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Board Policy Revision: BP-3104: Fiscally Accountable  
**ACTION:** Review and Study

---

### **BACKGROUND**

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

### **STATUS**

One board policy is presented to the Board of Trustees for "Review and Study." The new language and amendments to the board policy 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 policy was presented to the Chancellor's Council on August 15, 2013 for review and recommendation to the Chancellor.

This BP-3104 and AR-3104, upon board approval, would not be effective until July 1, 2014 when the district becomes fiscally accountable.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept for review and study the board policy, as shown in EXHIBIT A.

# BOARD POLICY

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

3104

BUSINESS

## FISCALLY ACCOUNTABLE

SOCCCD, as a fiscally accountable District, processes its own commercial checks, ensures proper internal controls for those payments, and audits the payments. The District follows the education code requirements and assumes the responsibilities that shifted from the Orange County Department of Education (OCDE). The District notifies OCDE of the payments to update their records and the County Treasury.

Upon approval by the Orange County Department of Education, the Chancellor and/or designee assumes all duties and responsibilities for being fiscally accountable for commercial checks that were formerly assigned to the county superintendent of schools/county auditor controller. Checks are drawn on the county treasury and are printed, audited, and disbursed by the District. An administrative regulation will be developed to outline the details of the check disbursement and audit process.

### Reference:

Education Code Section 85266

Note will remain until July 1, 2014.

This board policy, upon board approval, would not be effective until July 1, 2014 when the district becomes fiscally accountable.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Board Policy Revision: BP-3100-Budget Preparation, BP-3101.5-Fiscal Management, BP-5606-International Student Admission, BP-109-Board Education

**ACTION:** Discussion/Approval

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### **BACKGROUND**

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

### **STATUS**

Four board policies are presented to the Board of Trustees for "Discussion/Approval." The new language and amendments to the board policy was 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 July 11, 2013 for review and recommendation to the Chancellor and presented to the Board of Trustees for review and study at the July 22, 2013 board meeting.

### **RECOMMENDATION**

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

# BOARD POLICY

3100

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## BUDGET PREPARATION

The Board of Trustees is responsible for the control of all the funds of the District and accepts the responsibility to direct the use of these funds in a prudent manner (~~California Education Code, Sections 70901 and 70902~~).

Each year, the Chancellor shall direct the staff in the ~~methods of budget~~ development of the budget and present to the Board a budget, prepared in accordance with Title 5 and the California Community Colleges Budget and Accounting Manual. The schedule for presentation and review of budget proposals shall comply with state laws and regulations, and provide adequate time for Board study.

Budget development shall meet the following criteria:

- The annual budget shall support the District's educational master plans planning, both on a District-wide and college basis. Planning documents critical to the development of the budget are the District-wide strategic plan, college strategic plans, educational and facilities master plan, District-wide information technology plan, and other planning documents.
- The Board of Trustees Budget Development Guidelines are used to build the budget.
- Assumptions upon which the budget is based are presented to the Board for review.
- Changes in the assumptions upon which the budget was based shall be reported to the Board in a timely manner.
- A schedule is provided to the Board by the December Board Organization meeting of each year that includes dates for presentation of the tentative budget, required public hearing(s), Board study session(s), and approval of the final budget. At the public hearings, interested persons may appear and address the Board regarding the proposed budget or any item in the proposed budget.
- Unrestricted general reserves shall be no less than 7.5%.
- Budget projections address long term goals and commitments.

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

Following the adoption of the District budget by the Board of Trustees, the Chancellor shall administer the budget in conformity with all legal requirements and the actions of the Board of Trustees.

*Reference:*

*Education Code Section 70901, 70902, 70902(b)(5);  
Title 5, Section 58300 et seq.*

# BOARD POLICY

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

3101.5

BUSINESS

## FISCAL MANAGEMENT

The Chancellor shall establish procedures to assure that the District's maintains sound fiscal management ~~is~~ in accordance with the principles contained in ~~Title 5, Section 58311~~law, including:

- Adequate internal controls exist.
- Ensuring all activities comport with the educational objectives of the District and comply with sound accounting and budgeting principles, public disclosures, and annual independent audit requirements.
- Board approval and District oversight of all bank accounts, including approval of authorized signatories.
- Fiscal objectives, procedures, and constraints are communicated to the Board and employees.
- Adjustments to the budget are made in a timely manner, when necessary.
- The management information system provides timely, accurate, and reliable fiscal information.
- Responsibility and accountability for fiscal management are clearly delineated.

The books and records of the District shall be maintained pursuant to the California Community Colleges Budget and Accounting Manual.

As required by law, the Board shall be presented with a quarterly report showing the financial and budgetary conditions of the District.

As required by the Budget and Accounting Manual, expenditures shall be recognized in the accounting period in which the liability is incurred, and shall be limited to the amount budgeted for each major classification of accounts and to the total amount of the budget for each fund.

### *Reference:*

*Education Code Section 84040(c);  
Title 5 Section 58311*

# BOARD POLICY

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

5606

STUDENTS

## INTERNATIONAL STUDENT ADMISSIONS

~~The colleges of the South Orange County Community College District have been approved by the United States Department of Justice to accept and enroll international students, including those with an F-1 or M-1 student visas. The colleges will seek to achieve broad representation from nations of the world for the benefit of both international and South Orange County Community College District students and the community it serves.~~

~~Only those non-immigrant international students who have completed the equivalent of an American high school education with satisfactory grades will be admitted. Applicants must show they have adequate financial resources to pay non-resident tuition and to adequately support themselves while attending a college. All non-immigrant international students holding F-1 and M-1 visas, are required to purchase health and accident insurance, through a United States insurance company approved by the District's Business Services Office. Insurance must include medical evacuation and repatriation benefits.~~

~~The South Orange County Community College District will establish districtwide admission requirements for non-immigrant international students. Non-immigrant international students must apply and fulfill all admission requirements. The district standards of admission and application requirements for non-immigrant international students will be published in each college catalog.~~

DELETE – REMOVE FROM BOARD POLICY MANUAL  
(See Board Policy-5604 for International Student Admissions)

Revised: 5-15-89  
Revised: 10-9-95  
Technical Update: 4-26-99  
Revised: 4-28-08

# BOARD POLICY

109

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## BOARD EDUCATION

The Board of Trustees is committed to its ongoing development as a board and to a trustee education program that includes new trustee orientation. To that end, the Board will engage in study sessions, provide access to reading materials, and support conference attendance and other activities that foster trustee education.

### I. RESPONSIBILITY

It is the responsibility of each individual trustee to pursue professional development opportunities to maintain knowledge of evolving educational governance, policies, legislation, best practices, employee relations, ~~and~~ leadership, and accreditation standards and expectations.

### II. GUIDELINES

1. Individual trustees are encouraged to participate in at least one conference per year that provides professional development of trustee-related knowledge and skills.
2. On an annual basis, the Chancellor will circulate a list of national, state and regional conferences for trustees to select which they will attend, in order to take advantage of discounts on early registration and travel.
3. The District will budget for each trustee to participate in up to two out of district conferences each year, in addition to participation/presentations at regional meetings and workshops.
4. At the board meetings following conferences, workshops and meetings, trustees are encouraged to share their written report from attendance of such conferences, meetings or workshops. The Board President may allow additional time for oral reports beyond the allotted two minutes, provided in the board report section of the agenda.

#### *Reference:*

*Accreditation Standard IV.B.1.f*

**TO:** Board of Trustees

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

**RE:** SOCCCD: Contract with Neudesic LLC for Software Development

**ACTION:** Approval

---

### **BACKGROUND**

The Student Information System (SIS) is a mission critical system that provides direct services to students, faculty, administrators, managers, and staff.

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 2013-2014:

- User identified and prioritized SIS enhancements
- Student Success Dashboard
- MySite Message Customization
- Enhanced MySite Role Management
- Facilities Management/CSIS Integration

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 were provided by the basic aid allocation approved at the June 2013 board meeting.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the contract (Exhibit A) and the rate schedule, for the term of August 27, 2013 to August 31, 2014, with Neudesic, LLC in an amount not to exceed \$1,848,200.00.

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

**CONSULTANT AGREEMENT**  
**SPECIAL SOFTWARE ENGINEERING SERVICES**

This AGREEMENT is hereby entered into between the South Orange County Community College District, a public community college district of the state of California, hereinafter referred to as “DISTRICT”, and Neudesic LLC, a California limited liability company located at 8105 Irvine Center Drive, Suite 1200, Irvine, California, 92618, telephone 800-805-1805, hereinafter referred to as “CONSULTANT”.

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

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

**I.**  
**Scope Of Work.**

A. Overview. CONSULTANT shall provide the professional services specified herein for purposes of maintaining and enhancing the District’s Student Information System (SIS) and MySite portal.

B. Services To Be Provided By CONSULTANT. Staff resource services, including software engineering, project management, software architecture, business and database analysis, and expert computer programming for the following software development projects:

1. SIS maintenance, changes, and enhancements
2. Student Success Dashboard
3. MySite Message Customization
4. Enhanced MySite Role Management
5. Facilities Management/CSIS Integration

C. CONSULTANT’s Staff. CONSULTANT shall submit for DISTRICT approval a resume of each of individual CONSULTANT assigned to work on this Agreement for prior written approval by the DISTRICT’s 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. Documentation. 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. Methodology. 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.

<b><u>ITEM NO.</u></b>	<b><u>GENERAL DESCRIPTION</u></b>
<b><u>I. SIS Enhancements</u></b>	<p>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.</p> <ul style="list-style-type: none"> <li>• The deliverable will be all the changes and enhancements the CONSULTANT can build within the project funding constraints.</li> </ul>
<b><u>II. Student Success Dashboard</u></b>	<p>The CONSULTANT will develop a Student Success Dashboard within the Student Information System.</p> <ul style="list-style-type: none"> <li>• The goal of this project is to produce a student success dashboard that will provide students with one place to view the progress they are making toward achieving their academic goal(s).</li> </ul>
<b><u>III. MySite Message Customization</u></b>	<p>The CONSULTANT will develop a new message customization capability within MySite.</p> <ul style="list-style-type: none"> <li>• This goal of this project is to provide a mechanism for authorized college staff to directly modify the messages in MySite and implement changes immediately.</li> </ul>
<b><u>IV. Enhance MySite Role Management</u></b>	<p>The CONSULTANT will perform an assessment of an enhanced role management capability within MySite.</p> <ul style="list-style-type: none"> <li>• The goal of this project is to streamline role management and improve security within MySite and SIS by adding more precise controls and transferring management of these functions to the relevant managers and administrators.</li> </ul>
<b><u>V. Facilities Management/CSIS Integration</u></b>	<p>The CONSULTANT will develop new integrated master calendar and facilities management functionality within the Class Scheduling and Instructional Staffing (CSIS) module of the Student Information System.</p> <ul style="list-style-type: none"> <li>• The goal of this project is to create a system that can schedule facility usage and interact with the conflict-checking capability in CSIS in order to avoid classroom conflicts.</li> </ul>

H. Progress Reports.

1. Project Management Review. Formal review and approval of overall project management resources and project management structure by DISTRICT is required. CONSULTANT shall provide written progress reports to the 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. Monthly Progress Reports. 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.

**VI.**  
**Term.**

CONSULTANT shall commence providing services under this AGREEMENT on August 27, 2013, and will diligently perform as required and complete performance including all acceptance testing by August 31, 2014.

**VII.**  
**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 Eight Hundred Forty-Eight Thousand Two Hundred Dollars and no/100 (\$1,848,200.00). CONSULTANT shall perform services based on the hourly rates listed in the Rate Schedule. CONSULTANT shall invoice the DISTRICT bi-weekly, for efforts expended in the prior two-week period and include with each invoice a detailed description of services performed by each of CONSULTANT's personnel and subcontractors, if any. The DISTRICT shall have a fifteen (15) day period from the DISTRICT's receipt of each invoice in which to review, accept or dispute each invoice ("Invoice Review Period"). The DISTRICT shall notify the CONSULTANT within the Invoice Review Period of any concerns regarding the invoice in which case the Parties shall attempt to resolve the dispute in accordance with Article XXVI Disputes. In case of a dispute, if the dispute relates to only specific item(s) within an invoice, that portion of the invoice will be withheld pending attempt to resolve the dispute in accordance with Article XXVI Disputes; the rest of the invoice will be processed for payment at the end of the respective Invoice Review Period. If the dispute is about the invoice in its entirety, then payment on the entire invoice will be withheld pending attempt to resolve the dispute in accordance with Article XXVI Disputes.

CONSULTANT shall submit an itemized invoice in duplicate indicating the Contract Number and charges in accordance with the Deliverables. Invoices are to be rendered only if the items or services have been furnished to and accepted by the DISTRICT. No payment will be made in advance of work performed. The burden of proof regarding disputes as to the accuracy of CONSULTANT invoices shall fall upon CONSULTANT.

The contract Rate Schedule is shown below.

**Neudesic Audit Rate Schedule:**

<b>ROLE / REQUIRED EXPERIENCE</b>	<b>HOURLY RATE</b>
<p><b><u>MC - Senior Project Manager</u></b></p> <p>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.</p>	\$169
<p><b><u>EM - Project Manager</u></b></p> <p>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.</p>	\$159
<p><b><u>PCBSA - Business Systems Analyst – Lead</u></b></p> <p>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.</p>	\$159
<p><b><u>SCBSA - Business Systems Analyst</u></b></p> <p>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.</p>	\$143

**ACDEV - Senior Microsoft .NET Architect /Technical Lead**

\$169

Experienced and proven solutions architect and software engineer with at least 15 years experience designing and developing software solutions, and 6 or more years focused on Microsoft .NET technology. Capable of designing software architecture for enterprise-level software solutions, developing enterprise architecture components, developing full lifecycle solutions, leading and directing technology teams, mentoring technology teams. Responsible for the successful application of best practices, design patterns, and innovative solutions to each project they touch, the Architect/Technical Lead is expected to make well informed technology decisions for the projects. An expert in several software technology disciplines, this team member is also expected to participate in the development of the solution, and to assist other team members to solve difficult problems.

**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.

**SCDEV - Senior Microsoft .NET Developer**

\$143

Experienced and proven software engineer, with 6-10 years experience designing and developing software and 3-5 years experience developing Microsoft .NET applications for both Client/Server and web-based solutions. Capable of working independently or in a team to develop strong technology solutions using ASP.NET, WinForms, C#, VB.NET, and Transact-SQL, with a strong understanding of .NET Framework internals.

**CCDEV - Microsoft .NET Developer**

\$104

Software engineer with 1-3 years experience in developing web based and thick client applications within the Microsoft development stack. Knowledge of ASP .NET, c# .NET, and their interactions with HTML and SQL Server for business applications.

**CDWEB - Creative Director of Web Solutions**

\$159

A proven and consistent creative force behind web solutions and rich media projects. A Creative Director of Web Solutions provides the creative direction for a project, according to the requirements of the users. The critical role of this person on a web project is to create the design concept (sample comps and/or animations) to define and refine the design of the overall user experience.

**SDWEB - Senior Web Designer**

\$114

Experienced designer of user experience through web media. Skilled and proven in producing rich graphics, animation, and interactive media, consistently following and extending concept designs developed by a Creative Director. Experienced in working with web developers to integrate rich media with program code.

**PCDBA - Senior Database Architect**

\$159

A database architect and business intelligence specialist with at least 10 years experience developing IT solutions. Capable of modeling enterprise databases, architecting database access and security practices, designing high-availability database and data warehouse solutions for the enterprise.

**SCDBA - Database Architect & Developer**

\$143

Creates application level functionality for the database elements of the application suite such as stored procedures, views, indexes and triggers. Ensures that the data elements are high performing and can accommodate the needs of the business logic and user interface modules. 5+ years of developing technologies on Microsoft SQL Server.

**PCQA - QA Director**

\$159

Responsible for creating, planning and directing the quality assurance effort of the project. Works with the client to determine the needs of the user base and anticipated demands on the system. Creates test harnesses (load and functionality) and staging environments for the project. Oversees the defect tracking and resolution process for the project. Involved in key areas of the QA process in a hands-on role. 7+ years of QA work as a team member, with the last 2 in a managerial role.

**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.

**VIII.**  
**Unapproved Expenses.**

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

**IX.**  
**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.

**X.**  
**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.

**XI.**  
**Originality Of Services.**

CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared

for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services, or otherwise licensed or publicly released materials suitable for purposes of reasonable use in connection with services provided to DISTRICT by CONSULTANT pursuant to this AGREEMENT.

**XII.**  
**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.

**XIII.**  
**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.

**XIV.**  
**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.

**XV.**  
**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.

**XVI.**  
**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.

**XVII.**  
**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.

**XVIII.**  
**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.

**XIX.**  
**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.

**XX.**  
**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.

**XXI.**  
**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.

**XXII.**  
**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.

**XXIII.**  
**Non Waiver.**

The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

**XXIV.**

**Notice.**

All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

**DISTRICT:**

South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Attn: Robert Bramucci

**CONSULTANT:**

Neudesic, LLC  
8105 Irvine Center Dr., Suite 1200  
Irvine, CA 92618  
Attn: Jodi Schlessel

**XXV.**

**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.

**XXVI.**

**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.

**XXVII.**

**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.

**XXVIII.**

**Taxes.**

CONSULTANT shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this AGREEMENT, and all applicable sales, use, excise, transportation, privilege, occupational and other taxes applicable to furnish the work performance hereunder and shall save DISTRICT harmless from liability for any such contributions, premiums, and taxes for CONSULTANT employees and sub-contractors, if applicable.

**XXIX.**  
**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.

**XXX.**  
**Disputes.**

In the event of any disputes or disagreement between the DISTRICT and CONSULTANT with respect to the interpretation of any provision of this AGREEMENT, or to the performance of the parties under this AGREEMENT, each party shall appoint a designated representative to meet, in good faith, to resolve the dispute or to negotiate an adjustment to any provision of this AGREEMENT within two weeks from the date of the communicated dispute. The representatives shall meet as often as the parties deem necessary in order to gather and exchange all applicable information with respect to the matter in issue which the parties believe appropriate to its resolution. No formal proceeding for the judicial resolution of any dispute or disagreement may be commenced until the representatives conclude in good faith that an amicable resolution of the matter in issue through continued negotiation does not appear likely.

**XXXI.**  
**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.

**XXXII.**  
**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.

**XXXIII.**

**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

Debra Fitzsimons,  
Vice Chancellor, Business Services

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

Parsa Rohani, CEO

42-1528382  
Social 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 post-release) 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
2. Establish acceptable levels of responsiveness by CONSULTANT to repair post-production, mission critical software issues
3. To define a process and set of criteria for resolving claims for financial remuneration in consideration of mission-critical defects in work product found within a limited time after the work product is in full production release.

EXHIBIT A applies only when all of the following criteria are true:

- Software components and systems were designed, programmed and implemented by CONSULTANT pursuant to this AGREEMENT.
- Defect in software identified by DISTRICT was caused by an agent of CONSULTANT.
- Both DISTRICT and CONSULTANT agree that the identified defect in software meets the criteria stated herein for a “mission critical defect”.

- Defect in software was identified by DISTRICT more than 10 calendar days and less than 60 calendar days after the software was released to full production release.
- Defect in software is not explained by or caused by the requirements, business rules or design guidance provided to CONSULTANT by DISTRICT.

### **Definitions and Examples**

“Mission Critical Defect” shall mean any flaw in the software work product produced by CONSULTANT pursuant to this AGREEMENT that vitally impairs ability for DISTRICT to meet its operational mission as it relates to the intended purpose of said software, and whereupon such flaw is not explained by or caused by the requirements, business rules or design guidance provided to CONSULTANT by DISTRICT.

“Full Production Release” shall mean the single event or moment in time when the software system is made permanently available (and not in a pilot test) to all intended system users for real use in real 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 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 and 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 CONSULTANT and/or DISTRICT can take in a more timely manner. If CONSULTANT fails to provide a resolution or an alternative measure within this time window, CONSULTANT will discount contracted bill rate to 20% for any efforts expended by CONSULTANT in connection with resolving the affected defect.

### **Billing Effects**

For any defects that are escalated as described herein and are mutually disposed by DISTRICT and CONSULTANT to meet the criteria described herein, and only if CONSULTANT fails to provide a timely response, the following billing ramifications will take effect:

- CONSULTANT will discount the contracted hourly billing rate by 20% for any efforts expended by CONSULTANT in connection with resolving the affected defect, commencing from the date that CONSULTANT received notification from DISTRICT of the Defect Escalation.
- CONSULTANT will provide to DISTRICT a report of time spent by CONSULTANT in connection with resolving the affected defect.

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Cost of Living Allowance (COLA)  
**ACTION:** Approval

---

**BACKGROUND**

As part of the FY 2013-2014 State budget, the California Community Colleges were provided a Cost of Living Allowance (COLA) of 1.57%

**STATUS**

Per the various collective bargaining agreements, the State approved COLA will be applied to the salary schedules. The estimated cost of the 1.57% salary increase and related benefits for the Faculty Association, California School Employees Association (CSEA), Police Officer's Association (POA), administrators and managers totals \$1,848,167. EXHIBIT A breaks down the COLA costs for FY 2013-2014 by employee group.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the 1.57% increase in salary schedules for the Faculty Association, CSEA, POA, administrators and managers for FY 2013-2014. It is also recommended that any State provided COLA for FY 2014-2015 be added to the salary schedules for the same groups for that fiscal year. A similar report will be provided to the Board of Trustees next year if a COLA is included in the State budget.

FY 2013-2014  
1.57% COLA Cost Estimate

<u>1.57% COLA Cost Increase</u>			
<u>Employee Group</u>	<u>Salary</u>	<u>Benefits</u>	<u>Total</u>
Faculty	\$918,633	\$106,102	\$1,024,735
Administrators/Managers	203,942	33,319	237,261
Classified	467,411	97,885	565,296
POA	17,260	3,615	20,875
<b>Total Salaries &amp; Benefits</b>	<b>\$1,607,246</b>	<b>\$240,921</b>	<b>\$1,848,167</b>

Classified Benefit Rate 20.94%  
Academic Benefit Rate 11.55%

**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 Exhibit.

**RECOMMENDATION**

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

Item Submitted By: *David Bugay, Ph.D., Vice Chancellor, Human Resources & Employer/Employee Relations*

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS**

**A. NEW PERSONNEL APPOINTMENTS**

**1. ADMINISTRATIVE EMPLOYMENT** (Ratified – Pursuant to Board Policy 4002.1)

- a. <sup>1</sup>TENG, ANTHONY, ID #14620 is to be employed as Acting Dean of Business Science, and Economic and Workforce Development, Pos. #4823, Division of Business Science, Economic and Workforce Development, Saddleback College, Integrated Academic/Classified Administrators/Managers Salary Range 22, Step 3, effective August 1, 2013. This is a temporary, replacement position for Rocco Cifone, who is on leave.

**2. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4002.1)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Bechtold, Jessica	MA/Creative Writing	English/SC	II/1	08/19/13
Black, Jennifer	PhD/Curr.Instruction	English/SC	V/1	08/19/13
Bremen, Jonathan	DMA/Music	Music/SC	V/1	08/19/13
Bryce, Stacey	MA/Mathematics	Mathematics/SC	II/1	08/19/13
Campbell, Michael	PhD/Mathematics	Mathematics/IVC	V/1	08/19/13
Carlson, Matthew	PhD/Chemistry	Chemistry/IVC	V/1	08/19/13
Carmody, Brian	DMA/Music	Music/SC	V/1	08/19/13
Choi,Rufus	MA/Music	Music/IVC	II/1	08/19/13
Chrisman, Erin	MA/Philosophy	Philosophy/IVC	II/1	08/19/13
Colby, Kathryn	PhD/Chemistry	Chemistry/IVC	V/1	08/19/13
Cullen, Thomas	MS/Chemistry	Chemistry/IVC	II/1	08/19/13
Dinh, Amber	MA/English	Writ. & Tutor/IVC	II/1	08/19/13
Fischer, Timothy	DMA/Music	Music/SC	V/1	08/19/13
Gardea, Raul	MFA/Graphic Design	Graphic Design/SC	II/1	08/19/13
Gonaver, Wendy	PhD/Amer. Studies	History/SC	V/1	08/19/13
Gressier, Pamela	MA/English	Writing/IVC	IV/1	08/19/13
Henry, Shayna	MA/Psychology	Psychology/IVC	II/3	08/19/13
Ho Chen, Jennifer	PhD/Physiology	Biology/SC	V/1	08/19/13
Kelley, Sara	MA/English	Writing/IVC	II/1	08/19/13
<sup>2</sup> Khachatryan, Davit	MA/Economics	Economics/IVC	II/1	08/19/13
Khong, Mitchell	PhD/Math	Math/IVC	V/1	08/19/13
Kiger, Chris	MSN/Nursing	Hel. Cntr Nurse/IVC	II/4	08/19/13
Koger, Michael	MA/English	English/SC	II/1	08/19/13
Koontz, Jennifer	PhD/Psychology	Psychology/IVC	V/1	08/19/13

<sup>1</sup> Full-time Tenure Track, Accounting Instructor, Division of Business Sciences, and Economic and Workforce Development, Saddleback College.

<sup>2</sup> Employed as Director of Fiscal Services at Irvine Valley College.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

**2. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF (Ratified - Pursuant to Board Policy 4002.1)**

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary</u>	<u>Placement</u>	<u>Start Date</u>
Leib, Sara	MA/Music	Music/SC	II/1	II/1	08/19/13
Luque, Jonathan	MS/Mathematics	Mathematics/IVC	II/1	II/1	08/19/13
Mascaset, Katrina	MA/Human Develop.	Child Develop./SC	II/1	II/1	08/19/13
McLaren, Dawn	MA/Economics	Economics/IVC	II/1	II/1	08/19/13
Mefferd-Onsgard, L.	MS/Nursing	Nursing Lab./SC	II/1	II/1	08/19/13
Mercurio, Michael	MA/Geography	Geography/SC	II/1	II/1	08/19/13
Minkler, Mark	MS/Counseling & HD	Counseling/IVC	IV/1	IV/1	07/12/13
Mykkanen, Rachel	MA/American Lit.	Eng/SC & Writ/IVC	II/1	II/1	08/19/13
Navarro, Adam	MFA/Theatre Arts	Speech/SC	II/1	II/1	08/19/13
Oliveira, Carlos	PhD/Computer Science	Computer Sci/SC	V/1	V/1	08/19/13
Picraux, Laura	PhD/Chemistry	Chemistry/IVC	V/1	V/1	08/19/13
Romesburg, Rod	PhD/English	English/SC	V/1	V/1	08/19/13
Schantz, John	MS/Applied Math	Mathematics/SC	II/1	II/1	08/19/13
Schlichtenmyer, Ste.	MFA/Art	Art/SC	II/1	II/1	08/19/13
<sup>3</sup> Sims, Richard	MFA/English	Learning Ctr/IVC	IV/1	IV/1	08/19/13
Skahill, Christopher	BA/English	Admin.Justice/IVC	I/II	I/II	08/19/13
Smith, Tiffani	MA/Comm. Studies	Comm./IVC	II/1	II/1	08/19/13
Thorsen, Kara	PhD/Psychology	Psychology/SC	V/1	V/1	07/15/13
Tingen, Ian	MA/Psychology	Psychology/SC	IV/1	IV/1	08/19/13
Washington, Willie	MA/Human Comm.	Speech/IVC	II/1	II/1	08/19/13
Wheldon, Kristen	PhD/Psychology	Psychology/SC	V/1	V/1	08/19/13
Zhang, Zhongyuan	MS/Math/Eng	Math/IVC	II/1	II/1	08/19/13

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

**EQUIVALENCY**

As outlined in the Academic Hiring Policies, Division 1, Part 4, Section 3B, Review of Equivalent Minimum Qualifications, members of the hiring committee, including faculty with discipline expertise, have met and rendered an affirmative decision that each recommended candidate possesses the educational background equivalent to the minimum qualifications for each respective position. As such, the following individuals are submitted for approval/ratification as part-time instructors under Equivalencies as outlined in the Title 5 Regulations and Minimum Qualifications, Article 2, Section 53430.

<sup>3</sup> Hired as Associate Faculty in 2012 to teach English for Irvine Valley College.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

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

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
DuPree, Nicole	BSN/Nursing	Nursing/SC	I/1	08/19/13

Equivalency is based on a Bachelor of Science degree in Nursing from California State University, Dominguez Hills, and current enrollment in a Master of Science degree as a Mental Health Nurse Practitioner at California State University, Long Beach (expected completion in October 2014). She has worked in mental health nursing for the past three years and worked as a Registered Nurse in Trauma and Neurosurgery Critical Care for the previous four years. She qualifies as an assistant instructor according to the Board of Registered Nursing approval regulations and is qualified to teach clinical nursing courses.

Franta, Mary	BSN/Nursing	Nursing/SC	I/1	08/19/13
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Equivalency is based on a Bachelor of Science in Nursing from California State University, Fullerton and extensive experience in medical surgical nursing. Ms. Franta has been teaching medical surgical nursing at Azusa Pacific for the past two years. She qualifies as an assistant instructor according to the Board of Registered Nursing approval regulations and is qualified to teach clinical nursing courses.

McKay, Garrett	BS/Chemistry	Chemistry/IVC	I/1	08/19/13
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Equivalency is based on a Bachelor of Science in Chemistry from California State University, Long Beach and current enrollment in a Master of Science program in Chemistry at California State University, Long Beach. Mr. McKay has completed all the requirements for his M.S. degree, as of July 26, 2013. His thesis has been approved by the California State University, Long Beach Library Thesis and Dissertation Office. The degree will be officially conferred in September 2013.

Miller, Shawn	BS/Chemistry	Chemistry/SC	I/1	08/19/13
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Equivalency is based on a Bachelor of Science in Chemistry from the University of Connecticut and enrollment in a PhD program in Organic Chemistry at the University of California, Irvine. Mr. Miller has completed four years of graduate level research at the University of California, Irvine where he passed his advancement to candidacy exam in 2011, moving from a Masters-level program to a PhD-level program. He has been the Head Teaching assistant for the organic lab course at University of California, Irvine, for the past four years.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

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

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Tchaikovsky, B.	JD/Law	Accounting/IVC	V/1	08/19/13

Equivalency is based on a Juris Doctorate award in Law from Southwestern University School of Law, Los Angeles, a Bachelor of Arts degree in Business Economics from University of California, Santa Barbara, California, and a Certified Public Accountant license valid in California. Mr. Tchaikovsky's combination of education and experience is considered equivalent to a Master's degree in accounting for the purpose of teaching at the community college level; his education in receiving a bachelor's degree in economics literally duplicates what a bachelor's degree in accounting would require. Mr. Tchaikovsky's subsequent studies in preparation for the CPA exam and further experience as senior auditor, assistant controller, controller, chief financial officer and vice president of finance easily rise to the level of a Master's degree equivalency in accounting by any conceivable standard of measurement.

**B. AUTHORIZATION TO ELIMINATE AND CREATE ACADEMIC ADMINISTRATIVE POSITION**

1. IRVINE VALLEY COLLEGE seeks authorization to eliminate and create the following Academic positions, within their organization as defined by Title V Education Regulation, Section (a) and (b), Recruitment 53021.
  - 1a. **ELIMINATE** DEAN OF ACADEMIC PROGRAMS, Pos. #4618, Office of the Vice President for Instruction, Irvine Valley College, Integrated Academic/Classified Administrators/Managers Salary Range 22, full-time, 40 hours per week, 12 months per year position from its staff complement, and **CREATE** DEAN OF INSTRUCTION AND WORKFORCE DEVELOPMENT, Office of the Vice President for Instruction, Integrated Academic/Classified Administrators/Managers Salary Range 22, full-time, 40 hours per week, 12 months per year position to its staff complement, effective September 1, 2013. (Position #4618 was approved by the Board of Trustees on May 21, 2012) (Exhibit B, Attachment 2)
2. SADDLEBACK COLLEGE seeks authorization to eliminate and create the following Classified/Academic positions, within their organization as defined by Title V Education Regulation, Section (a) and (b), Recruitment 53021.
  - 2a. **ELIMINATE** CLASSIFIED DIRECTOR OF ECONOMIC AND WORKFORCE DEVELOPMENT, Pos. #4548, Division of Business Science, and Economic and Workforce Development, Integrated Academic/Classified Administrators/Managers Salary Range 16, full-time, 40 hours per week, 12 months per year position from its staff complement, and **CREATE** ACADEMIC DIRECTOR OF ECONOMIC AND WORKFORCE DEVELOPMENT, Division of Business Science, and Economic and Workforce Development, Saddleback College, Integrated Academic/Classified Administrators/Managers Salary Range 19, full-time, 40 hours per week, 12 months per year position to its staff complement, effective August 27, 2013. (Position #4548 was approved by the Board of Trustees on May 21, 2012) (Exhibit B, Attachment 1)

**C. ADDITIONAL COMPENSATION: GENERAL FUND**

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2012/2013 and 2013/2014 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
<sup>4</sup> Delson, Cheryl	Chair, Library Services/IVC	2,057.40	08/19/13-12/19/13
<sup>5</sup> Gee, Caroline	Chair, Psychology/SC	3,746.00	08/12/13-12/21/13
Long, Lewis	Chief Negotiator/IVC	1,369.00	05/27/13-08/11/13

**D. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND**

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for 2012/2013 and 2013/2014 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Altman, Cheryl	Pgrm. Dev. Best Practices/SC	5,029.94	07/01/13-08/17/13
Call, Linda	Orient./Instr. CWE Students/SC	1,101.44	05/28/13-06/30/13
Chu, Hencelyn	Pgrm. Dev. Best Practices/SC	5,029.94	07/01/13-08/17/13
Gonzalez, Frank	Liasion NSF Proj. Monitor/SC	4,947.00	05/28/13-08/09/13
Hinkle, Christina	Basic Skill Prof. Dev./BSI/SC	5,507.20	08/19/13-12/21/13
Perez, Lawrence	Pgrm. Dev. Best Practices/SC	5,029.94	07/01/13-08/17/13
<sup>6</sup> Pinter, Gerald	Rehersal/Perform. Jazz Comp./SC	430.00	04/17/13-05/18/13
<sup>7</sup> Pollizzi, Vincent	STEM Guitar Workshop/SC	500.00	07/22/13-07/26/13
Quigley, Patrick	Pgrm. Dev. Best Practices/SC	5,029.94	07/01/13-08/17/13
Renault, Irene	Pgrm. Dev. Best Practices/SC	5,029.94	07/01/13-08/17/13
<sup>8</sup> Rosenn, Tristen	Rehersal/Perform. Jazz Comp./SC	345.00	04/07/13-05/31/13
Sellers, Joey	Jazz Camp/SC	2,500.00	06/01/13-06/30/13
<sup>9</sup> Stout, Ronald	Rehersal/Perform. Jazz Comp./SC	320.00	04/01/13-05/31/13
Stout, Ronald	Jazz Camp/SC	1,125.00	06/01/13-06/30/13
Zia, Ayesha	English Dept Workshop/BSI/IVC	150.00	01/14/13-05/24/13
Zia, Ayesha	English Dept Workshop/BSI/IVC	75.00	08/19/13-12/21/13
Zoval, James	Chair for STEM Scholars/SC	2,472.00	05/28/13-08/09/13

**E. WORKLOAD BANKING**

1. BAGWELL, JANET, ID #9248, Reading Instructor, Pos. #2532, Division of Liberal Arts, Saddleback College, is requesting a leave of absence for the Spring 2014 Semester, based on the equivalent of 15 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2011-2014, in compliance with the Workload Banking Program.

<sup>4</sup> Replaces stipends approved for Anthony Lin and Cheryl Delson as Co-Chairs, Library Services, on the May 20, 2013 Board Agenda; Cheryl Delson will now serve as Chair.

<sup>5</sup> Original Psychology Chair stipend approved by the Board of Trustees on June 17, 2013 for Kathryn Damm; now to be replaced by Caroline Gee.

<sup>6</sup> Correction to stipend approved on July 22, 2013 Board Agenda; funding source is from categorical, not general fund.

<sup>7</sup> Correction to stipend presented to Board of Trustees July 22, 2013 as \$200.00, should be \$500.00.

<sup>8</sup> Correction to stipend approved on July 22, 2013 Board Agenda; funding source is from categorical, not general fund.

<sup>9</sup> Correction to stipend approved on July 22, 2013 Board Agenda; funding source is from categorical, not general fund.

**F. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT**

1. CUNNINGHAM, APRIL, ID #14368, Librarian, Pos. #1558, Division of Online Education and Learning Resources, Saddleback College, resignation effective August 15, 2013. Payment is authorized for any compensated time off. (Start date: August 15, 2005)

**ATTACHMENT 1**

South Orange County Community College District

**ACADEMIC DIRECTOR OF ECONOMIC AND WORKFORCE DEVELOPMENT, ID #,**  
Integrated Academic and Classified Administrators/Managers Salary Schedule Range 19 (Academic Administrator)

DEFINITION

To serve as administrator and supervisor of the Economic and Workforce Development programs and services of the college, including those for Career Technical Education (CTE); to plan, develop, organize and implement the goals and objective of assigned functions; to plan, develop, organize, coordinate, schedule, direct, evaluate and improve all assigned programs, services, operations, curriculum and related student support services in consultation with department chairs, faculty and classified staff; prepare and administer annual budgets for assigned programs; ensure compliance with district policies and applicable state and federal regulations related to economic and workforce development and provide responsible and complex administrative support to the Vice President of Instruction.

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 administrative direction from the Vice President for Instruction or President's designee.

Exercises functional and technical supervision over assigned academic or classified employees or other part-time, temporary or student workers as assigned.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Provide leadership in the administration of all economic, CTE and workforce development programs and services of the college, including personnel management, in accordance with laws, regulations, District policy and collective bargaining agreements; direct and evaluate assigned programs and services, which currently include: economic & workforce development, career technical education, career and life development, CTE community collaborative, cooperative work experience, the Teacher Preparation Pipeline Grant, the SB 70 Community Collaborative Grant and Tech Prep (CTE Transitions) and Perkins CTE projects.

Provide leadership for Saddleback College to develop, market, and manage education and training programs and services at the ATEP campus; actively represent the college in program development and facility planning and construction at the ATEP campus.

Participate in the development of the College's strategic plan, communicating the needs, goals, plans and overall role of areas of assignment; lead area of assignment in planning, program development and performance of the mission and in carrying out the College's mission, goals and objectives; formulate and develop long and short-range goals and strategic plans for area of assignment, including staffing, facilities, curriculum and educational philosophy; assure consistency of plans with other college and District plans; prepare long-range plans and statements of goals and objectives.

South Orange County Community College District  
Page 2 - Academic Director of Economic and Workforce Development

EXAMPLES OF DUTIES

Create a positive campus climate that fosters innovation in economic, career technical education and workforce development programs and services; work with the community, business, industry and other educational institutions to promote areas of assignment; contribute to the development and implementation of a coordinated outreach, marketing and public relations process.

Identify and expand economic development opportunities targeting local, regional, and international firms that strive to address local training needs.

Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of students.

Analyze, interpret and monitor the student success rates of assigned programs and student preparedness and recommend change as needed; assist the Vice President for Instruction in the resolution of student and faculty concerns related to area of assignment.

Provide leadership and advocacy to enhance innovation and participation in issues related to areas of assignment to ensure student success; communicate the changing expectations, trends and needs of educational preparation effectively to College personnel.

In coordination and cooperation with instructional deans, plan, develop, coordinate and direct customized programs and services that address the economic and workforce development needs in the college service area, including short- and long-term training programs, workshops, and seminars to meet the identified needs.

Provide administrative oversight of the development and submission of the Perkins IV Annual Plan; oversee compliance and attainment of Perkins mandated program and funding requirements.

Coordinate all operational aspects of Cooperative Work Experience across the college curriculum, including developing internship opportunities for students, connecting employers to the Career Placement Office, as well as connecting internships to the appropriate college faculty, and administrative oversight of contracts and enrollment.

Work collaboratively and develop partnerships/agreements with advisory boards, professional associations, K-12 and transfer institutions, business and industry; cultivate and promote positive and substantive relationships with local business and industry; serve as a leader of and advocate for the College within the business community.

Attend workshops, professional conferences, and trade shows for program planning and development; serve on a variety of campus, District, community, and State committees; and meet with representatives of business, industry, and local government.

Serve on business and community boards to ensure the college has input and influence in the development of public policy on career, economic and workforce development.

Organize, attend or chair a variety of administrative and staff meetings related to strategic planning, budget, advisory committees, assigned programs and services and other activities.

EXAMPLES OF DUTIES

Communicate with college, district, State, and federal personnel to coordinate needs, programs, services and activities of area of assignment; resolve conflicts and issues and develop new and effective certificate and degree programs; provide leadership in delivery of courses, certificates, and degrees for assigned programs and services.

Coordinate the establishment of career and technical education program advisory committees and maintain agenda, minutes, and membership lists as required by district and state regulations; meet and communicate effectively with State and federal program and fiscal monitors to ensure adherence to policies, regulations, directives, and recommendations.

Coordinate Vocational Technical Education Act (VTEA) survey in the fall, spring and summer classes and submit quarterly and annual reports to district according to established timelines.

Seek appropriate funding opportunities for assigned programs and services through grants, partnerships, fee-based activities, contracts and other alternative sources of revenue to promote, grow, and expand future projects and programs.

Ensure the development of economic, career and workforce development grant applications for State, federal, and private funding opportunities in coordination and collaboration with the College's Office of Planning, Research, and Grants.

Disseminate information about the availability of external funding and work with administrators, faculty and staff to develop grants relevant to their academic field to obtain funding for new and existing programs focused on CTE and economic and workforce development; provide information concerning specific funding sources; and coordinate timelines and protocol for grants.

Provide administrative oversight of grant-funded programs and review reports; communicate with college deans, directors, vice presidents and president on partnerships and funding efforts.

Design and administer training and employment preparation programs in accordance with college policy and grant and other external funding provisions; design, negotiate, and process educational services agreements and contracts for the delivery of workforce training, services, and activities.

Ensure the accurate and timely development, preparation, submittal, administration, monitoring and review of annual budgets for assigned programs, including annual budget requests for equipment, supplies and personnel; direct the acquisition, maintenance and use of both instructional and non-instructional equipment; and maintain an equipment-replacement plan.

Provide administrative and critical oversight of all assigned funds and budgets; monitor, and control all such funds in a responsible manner; direct the maintenance of adequate records and controls to assure expenditures and operations remain within established budget limitations; monitor and approve purchase requisitions and prepare agenda items for Board approval as needed.

Establish the annual Perkins IV, Community Collaborative, and Tech Prep (CTE Transitions) budgets and provide administrative oversight of the budget in accordance with grant provisions and timeline; administer annual Perkins IV, SB 70, and Tech Prep budgets; review, and monitor the expenditure of funds; transfer budget line items as necessary and in accordance with grant provisions and timelines.

South Orange County Community College District  
Page 4 - Academic Director of Economic and Workforce Development

EXAMPLES OF DUTIES

Direct the preparation, submission and maintenance of detailed and comprehensive reports, records and files regarding programs, services, personnel, facilities and activities as required; make recommendations to appropriate external committees, agencies, and governmental units; and process required paperwork in a timely manner.

Ensure the timely development and preparation of program proposals, grant applications, and contractual documents for programs, services and joint venture partnerships with business, educational institutions, and public and private agencies.

Develop connections between local business and industries, providing technical assistance to companies, and facilitating related economic development activities in the area.

Establish liaison with business organizations, community and regional groups, other community colleges, and four-year colleges and universities; interface with the community and external agencies in all matters of economic and workforce development, including Career Technical Education; represent the college on local, state, and national committees and taskforces regarding economic and workforce development and CTE training.

Provide leadership in the administration of personnel management, in accordance with laws, regulations, District policy and collective bargaining agreements; participate in the selection of new faculty and classified staff and temporary professional staff as requested or in accordance with District policies and legal requirements.

Train, supervise and evaluate the performance of assigned academic and classified staff in keeping with the policies of the Board of Trustees and administrative procedures; visit classroom/work sites and observe and evaluate methods and effectiveness; participate in the selection of staff; and administer employment contracts.

Supervise the planning, organization and arranging of appropriate staff development programs and activities for faculty and staff; orient new employees and direct the implementation of flex time procedures.

Identify facility needs and direct the planning for the movement, creation or elimination of facilities for programs.

Keep current on related legislation, regulations and developments that could affect department operations; disseminate such information to appropriate personnel.

Participate in a variety of committee and staff meetings in support of career, economic and workforce development programs and activities; participate in other related committee assignments as required both on and off campus.

Participate in collegial consultation, participatory governance and appropriate career and technical education and economic and workforce development advisory committee meetings and provide in-service and workshops for employees.

Participate in State, national, and international activities that promote economic development and provides assistance in the creation of high quality and innovative workforce training approaches.

South Orange County Community College District  
Page 5 - Academic Director of Economic and Workforce Development

### EXAMPLES OF DUTIES

Participate in the coordination of outreach activities among the college credit program, community education program, and the economic and workforce development program; publicize and promote a variety of economic, CTE and workforce development programs and services.

Recruit members for the CTE Local Plan Team (LPT) Committee; conduct annual meetings of the LPT; work with CTE deans and the LPT Advisory Committee to review progress of past grant and feasibility of proposed grants.

Represent the college to business, industry and governmental agency-based organizations on local, state, and national committees and taskforces regarding economic and workforce development and training; establish and support an advisory board made up of representatives of the community and local business and industry.

Perform other 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:

A Master's degree from an accredited college or university in business or other subject reasonably related to the position, such as counseling, planning, or public administration.

#### Experience:

At least three years of successful faculty experience in an accredited postsecondary institution, including increasing responsible leadership experience in planning, organizing and coordinating, with responsibilities for budgets, personnel, and facilities, and at least one year of successful supervisory experience, with a preferred emphasis in one of the areas of assignment and evidence of a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, physically challenged, and ethnic backgrounds of community college students.

#### Licenses and Other Certification:

Valid California driver's license.

#### Knowledge of:

A community college system.

Applicable District policies and local, State and federal laws, codes and regulations, including Title V and California Education Code.

Basic data collection and analysis related to student learning outcomes, retention, and success.

Budget preparation and administration.

California Community Colleges basic skills initiative.

Community relations and external resource development.

Computer systems and software applications related to area of assignment, including student information systems, database management, spreadsheet, word processing and specialized software.

Correct English composition, grammar, spelling and vocabulary.

Curriculum development.

District and College procedures, organization, operations and objectives.

South Orange County Community College District  
Page 6 - Academic Director of Economic and Workforce Development

QUALIFICATIONS

Knowledge of:

District policies and State and federal laws and regulations concerning economic and workforce development on a community college campus.  
District safety policies and procedures.  
Effective business letter writing and report preparation.  
Evidence of a working knowledge of local, regional and national workforce trends, legislation and agencies.  
Evidence of sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of students, faculty and staff.  
Evidence of understanding and experience with the principles of collegial consultation.  
Extensive knowledge of grant-funded programs and processes.  
Financial record keeping.  
Interpersonal skills including tact, patience and diplomacy.  
Management techniques that encourage creativity improve efficiency and increase productivity.  
Marketing and public relations.  
Oral and written communication skills.  
Organizational and management practices as applied to area of assignment.  
Participatory governance process and venue, fostering open communication among divisions, programs and services.  
Planning and organizational skills.  
Principles and practices of budget preparation and management  
Principles and practices of training and supervision.  
Principles and procedures of community college programs and services.  
Principles of management, supervision and training.  
Principles of program evaluation, student assessment, and organizational development.  
Role and purpose of technological systems in providing online instruction, instructional support and student services.  
Team-oriented leadership style.  
Trends in career and technical education and Title V regulations.  
Web page design, Blackboard and/or other course management systems, and other instructional and student services software.  
Workforce development methodology, programs, resources, and providers.

Ability to:

Accomplish work through effective supervision.  
Administer budgets, personnel and facilities.  
Advocate for assigned programs and needs.  
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.  
Assess, manage, implement, use and apply technology in the management and delivery of instructional or training programs.  
Forecast current and future needs and costs affecting assigned programs and services.  
Build educational partnerships with business, industry, community or other educational institutions.  
Collect, compile and analyze data.  
Communicate clearly, concisely and effectively, using various means, including written and oral methods, including public speaking, with diverse constituencies within and outside of the District.  
Demonstrate commitment to academic and professional excellence.  
Demonstrate evidence of a sensitivity, understanding and commitment to working with community college students of diverse academic, socioeconomic, cultural, physically challenged and ethnic backgrounds.

## QUALIFICATIONS

### Ability to:

- Demonstrate evidence of participation in activities with campus, business or community organizations such as a member of a planning body or committee.
- Demonstrate flexibility and adaptability.
- Demonstrate prior success in obtaining outside funding sources and developing and implementing innovative grant programs and follow-up reporting.
- Develop and implement technology-based solutions to curriculum and instructional issues.
- Develop contract training programs for business and/or industry.
- Develop markets and promotional strategies for courses, services and projects related to foundational skills that will promote enrollment growth, retention and student success.
- Develop, prepare and administer project budgets.
- Embrace and work effectively within a system of participatory governance.
- Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.
- Establish and maintain effective, harmonious, and collaborative relationships with a diverse population of students, staff and community.
- Exercise initiative and work independently.
- Exercise judgment or choice among possible actions, sometimes without clear precedents and often with concern for the consequences of the action.
- Gain cooperation through discussion and persuasion.
- Interact effectively with diverse students, staff, faculty and administrators.
- Interact with and develop relationships with local businesses.
- Interpret, analyze, apply and explain applicable, complex and technical District policies and procedures, local, State and federal laws and regulations.
- Lead, train, supervise, and evaluate assigned staff.
- Learn District and College organization, operations and objectives.
- Maintain current knowledge of economic and workforce development.
- Maintain written records and reports.
- Manage and assess technology needs and implementation in an instructional or training environment.
- Operate computer/applications software, including database management, spreadsheet, word processing and software related to assigned instructional division.
- Operate successfully in a political environment.
- Operate modern office equipment such as computer, printer, calculator, copier and facsimile machine.
- Perform with tact, patience and sensitivity.
- Plan, develop, organize, coordinate, implement, direct, supervise, evaluate and promote programs utilizing government funds for training, employment, and workforce development purposes.
- Plan, organize, coordinate, manage and expedite assigned projects and activities related to assignment in a manner conducive to full performance and high morale.
- Prepare and administer complex budgets for assigned program areas.
- Prepare oral and written reports and recommendations.
- Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.
- Represent the college at the community, State and national levels.
- Resolve conflicts and solve problems.
- Serve as an effective management team member.
- Train and provide supervision and work direction to others as assigned.
- Train, supervise and evaluate the performance of assigned personnel.
- Understand and commit to working with culturally and ethnically diverse groups.

South Orange County Community College District  
Page 8 - Academic Director of Economic and Workforce Development

### QUALIFICATIONS

#### Ability to:

Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.

Use independent judgment in the interpretation and application of rules, regulations, policies and procedures.

Work collaboratively with administration, classified management, faculty, staff and students.

Work effectively in a fast paced environment with numerous interruptions.

Work effectively with others to achieve common goals.

Work with culturally and ethnically diverse groups.

Write grants, proposals, recommendations, contracts, reports and correspondence.

### WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### Work Environment

Standard office setting. Typically, duties are performed in an office environment while sitting at a desk or computer workstation. An incumbent also visits instructional, business and community sites and is subject to contact with others, frequent interruptions, noise from talking or office equipment and demanding legal timelines. At least minimal environmental controls to assure health and comfort.

#### Physical Demands

The incumbent regularly sits for long periods, walks short distances on a regular basis, travels to various locations to visit instructional, business and community sites, attend meetings and conduct work; uses hands and fingers to operate an electronic keyboard or other office machines; reaches with hands and arms, speaks clearly and distinctly to answer telephones and to provide information; sees to read fine print and operate computer; hears and understands voices over telephone and in person; and lifts, carries, and/or moves objects weighing up to 10 pounds.

Finalized by Marlys Grodt and Associates, August 12, 2013

**ATTACHMENT 2**

South Orange County Community College District

**DEAN OF INSTRUCTION AND WORKFORCE DEVELOPMENT – ID #**, Integrated Academic and Classified Administrators/Classified Managers Salary Schedule Range 22 (Academic Administrator)

DEFINITION

To serve in a staff capacity and work closely with the Vice President for Instruction and other District and College administrators in an environment of shared governance to provide optimum quality instructional, student learning and research services at Irvine Valley College; coordinate and evaluate the performance outcomes of the instructional programs and departments assigned to the Schools of the College; work closely with the Deans of the schools to coordinate the Early College Program offered by IVC in local high schools, ATEP offerings, CSU Fullerton offerings and all other off-site credit, non-credit, and adult education classes; serve as administrator of grant development; supervise and coordinate Contract Technical Education (CTE) and Workforce Development; perform assigned duties in compliance with applicable State and federal regulations and guidelines, District policies and procedures, and the College's educational goals and objectives and serve as onsite administrator for the Advanced Technical Education Park (ATEP).

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 general direction from the Vice President for Instruction or designee of the President.

Exercises functional and technical supervision over faculty, professional, academic, classified and other staff as assigned.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Provide leadership in the administration of ATEP operations, the ATEP Center for Advanced Competitive Technology, and other ATEP programs. Some of these programs will be offered jointly or exclusively at ATEP.

Serve as administrator of grant development; ensure that all grants are implemented according to the terms and conditions of the grants; supervise grant-funded personnel as assigned; ensure each grant conforms to the college's strategic plan.

Coordinate and evaluate the performance outcomes of the instructional programs and departments assigned to the schools of the college as a part of the Program Review, Academic Planning, Accreditation, Institutional Effectiveness, and Strategic Planning and Budget Development processes.

Develop reports supported by empirical research about our students so that student learning is supported and enhanced.

Coordinate (with the Deans of the schools) the Early College Program offered by IVC in local high schools, ATEP offerings, CSU Fullerton offerings, and all other off-site credit classes.

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EXAMPLES OF DUTIES

Coordinate with the Dean of Counseling appropriate components of the Early College Program, and the CSU STAR transfer program, among others, to ensure maximum performance of these programs on behalf of IVC's transfer students.

Coordinate (with Deans of the schools) Career Technical Education (CTE), Contract Education and Workforce Development.

With the Dean of assigned to Online Education, coordinate the offering of distance education delivery of courses, certificates, and degrees.

Manage the Basic Skills Initiative grant for IVC and coordinate projects with the faculty and administrators in the basic skills disciplines.

In collaboration with deans of the schools, periodically review processes for student intake processing, accountability, and enrollment reporting functions of the Student Success and Learning Centers to ensure compliance with Education Code, title 5, and Board policies.

Participate and show leadership in strategic planning among academic programs, including service on the Academic, Facilities, and Technology Planning Committee, the Institutional Effectiveness Committee, the Honors Committee, and Accreditation Steering Committee, among others.

Participate, as needed, in the selection of new faculty and classified staff members for the Schools and other departments of the college.

Using college/district software, databases, and analytical tools, provide regular reports on FTES targets, room utilization, curricular patterns, and other scheduling performance analyses.

Assist the Director of Facilities in updating the database for classroom, laboratory, and other instructional spaces.

Supervise and evaluate classified staff in keeping with the policies of the Board of Trustees and administrative procedures.

Participate in collegial consultation and appropriate advisory committee meetings.

Interface with the community and external agencies in all matters of community relations and academic affairs associated with the colleges.

Assist the Vice President for Instruction to develop the schedule of classes; manage the assigned facilities; prepare long-range plans and statements of goals and objectives; develop, submit and manage the annual budget requests for equipment, supplies and personnel; direct the acquisition, maintenance and use of both instructional and non-instructional equipment; maintain an equipment-replacement plan, maintain planning documents that provide evidence of institutional performance used in such programs and activities as the Accreditation process.

Ensure compliance with District policies as well as State and federal laws related to units of assignment; review and certify the accuracy of data concerning program participation.

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### EXAMPLES OF DUTIES

Prepare and submit a variety of statistical and narrative reports; prepare budget reports, annual recap data and special reports, proposals, recommendations and other materials as requested; coordinate and respond to periodic audits.

Communicate with instruction and student services personnel for other colleges, District and College administrators and support personnel, representatives of State and federal agencies, educational institutions, social service organizations, counselors and others to coordinate programs and activities.

Maintain current knowledge of the regulations, policies and application requirements and eligibility criteria for instructional and student services programs, including computer hardware and software enhancements.

Make oral presentations to students, parents, counselors and professional colleagues at various gatherings; conduct workshops to provide specialized information regarding instruction and related units of assignment.

Perform other related duties as assigned.

### QUALIFICATIONS

#### Education and Experience Guidelines:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

#### Education:

Master's degree from an accredited college or university in a discipline currently offered at Irvine Valley College. An earned doctorate from an accredited college or university is preferred.

#### Experience:

At least two years of faculty experience at the post-secondary level, at least three consecutive years of recent successful post-secondary administrative and supervisory experience or four years of recent management or faculty leadership experience in an educational capacity related to a college or university, and evidence of a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, physically challenged and ethnic backgrounds of community college students.

#### Desirable Qualifications:

Preference will be given to those candidates demonstrating a high level of professional expertise on the basis of: administrative leadership experience in the development, organization, and management of instructional programs, evidence of an understanding of and experience with the principles of participatory governance and principles of effective participation, evidence of experience in presenting summary analytical reports about enrollment trends, FTES trends and fluctuations, program offering patterns, accreditation reports, cost/benefit analyses, among other reports, and experience in budget development and management at school and department levels.

#### Licenses and other Certification:

Valid California driver's license.

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## QUALIFICATIONS

### Knowledge of:

Principles and practices of leadership and administration, including organization, budget administration and grant writing.

Principles and practices of strategic planning, institutional research and alternative funding for public agencies.

Principles and practices of training and supervision.

Organizational and management practices as applied to unit of assignment.

Applicable District policies and local, State and federal laws, codes and regulations.

Applications of instructional technology to enhance classroom instruction and to deliver education through innovative delivery modes, including online education and distance learning.

Community relations and external resource development.

Computer systems and software applications related to unit of assignment.

District and College organization, operations and objectives.

Interpersonal skills including tact, patience and diplomacy.

Oral and written communication skills.

### Ability to:

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Assist in forecasting current and future needs and costs affecting unit of assignment.

Assist in the development and implementation of technology-based solutions to curriculum and instructional issues.

Collect, compile and analyze data.

Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside of the District.

Demonstrate leadership, management, supervisory, and team-building skills.

Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of students.

Demonstrate strong and effective writing, editing and verbal communication skills

Develop, prepare and administer program and project budgets.

District and College organization, operations and objectives.

Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

Establish and maintain cooperative and effective working relationships with those contacted in the course of work.

Exercise initiative and work independently.

Exercise judgment or choice among possible actions, sometimes without clear precedents and often with concern for the consequences of the action.

Facilitate and coordinate the activities of large groups for the purpose of institutional planning.

Interpret, apply and explain applicable District policies and procedures and local, State and federal laws and regulations.

Operate computer/applications software, including database management, spreadsheet, word processing and software related to unit of assignment.

Plan, design and produce extensive reports, proposals, position papers, recommendations and other formal documents.

Plan, organize and coordinate assigned activities in a manner conducive to full performance and high morale.

Plan, organize and execute effective oral presentations, supported by sophisticated multi-media programs for large audiences.

South Orange County Community College District

### QUALIFICATIONS

Plan, organize and execute effective written reports supported by facts, documentation and research.

Plan, organize, coordinate, manage and expedite projects related to assignment.

Prepare oral and written reports and recommendations.

Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.

Train and provide supervision and work direction to others as assigned.

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 diverse individuals and groups including, but not limited to, race, ethnicity, physical ability, religion and sexual orientation.

Work independently with little direction in a multi-project, fast-paced environment while meeting concurrent deadlines.

### WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### Work Environment

Standard office setting. Typically, duties are performed in an office environment while sitting at a desk or computer workstation. An incumbent also travels to various locations to visit instructional sites, attend meetings and conduct work; and is subject to contact with others, frequent interruptions, noise from talking or office equipment and demanding legal timelines. At least minimal environmental controls to assure health and comfort.

#### Physical Demands

The incumbent regularly sits for long periods, walks short distances on a regular basis, travels to various locations to visit instructional sites, attend meetings and conduct work; uses hands and fingers to operate an electronic keyboard or other office machines; reaches with hands and arms, speaks clearly and distinctly to answer telephones and to provide information; sees to read fine print and operate computer; hears and understands voices over telephone and in person; and lifts, carries, and/or moves objects weighing up to 10 pounds.

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** Classified Personnel Actions – Regular Items  
**ACTION:** Approval/Ratification

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**BACKGROUND**

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

**STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

**RECOMMENDATION**

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

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. NEW PERSONNEL APPOINTMENTS**

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)

- a. AGUILAR, ROSA is to be employed as Payroll and Benefits Processing Manager, Pos. #4594, Fiscal Services, Office of Business Services, District, Integrated Administrator/Manager Salary Range 13, Step 4, 40 hours per week, 12 months per year, effective June 3, 2013. This is a replacement for Laura Abrams, who retired.
- b. ANZLOVAR, BARBARA is to be employed as Senior Health Office Assistant, Pos. #4778, Student Health Center, Office of Student Services, Irvine Valley College, Classified Bargaining Unit Salary Range 124, Step 1, 33 hours per week, 10 months per year, effective August 19, 2013. This position was approved by the Board of Trustees on May 20, 2013.
- c. AVILES, DENISE is to be employed as Program Technician, Categorical funded, Pos. #4789, Fiscal Services, Office of Business Services, District, Classified Bargaining Unit Salary Range 122, Step 1, 40 hours per week, 12 months per year, effective July 29, 2013. This position was approved by the Board of Trustees on May 20, 2013, with employment in this categorical funded position contingent upon HR/Finance System Project-Project Specific funding.
- d. FAGUNDES, JULIE is to be employed as Laboratory Technician, Student Success Center, Pos. #4749, School of Humanities and Languages, Irvine Valley College, Classified Bargaining Unit Salary Range 122, Step 5, 40 hours per week, 10 months per year, effective August 5, 2013. This position was approved by the Board of Trustees on February 25, 2013.
- e. GARCIA, ERIKA is to be employed as Athletics Equipment Specialist/Driver, Pos. #4215, School of Health Sciences, Kinesiology and Athletics, Irvine Valley College, Classified Bargaining Unit Salary Range 121, Step 1, 20 hours per week, 10 months per year, effective August 5, 2013. This is a replacement for Elizabeth Sirchia, who resigned.
- f. HAN, JACKIE is to be employed as Accounting Specialist, Pos. #4108, Fiscal Services, Office of Business Services, District, Classified Bargaining Unit Salary Range 127, Step 1, 40 hours per week, 12 months per year, effective August 12, 2013. This is a replacement for Sheryl Mariano, who resigned.
- g. NUNO, SILVIA is to be employed as Custodian, Pos. #4759, Office of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Range 113, Step 1, 40 hours per week, 12 months per year, effective August 18, 2013. This position was approved by the Board of Trustees on March 18, 2013.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)

- h. SHIN, YOON is to be employed as <sup>1</sup>Accompanist, Pos. #4299, School of Fine Arts, Irvine Valley College, Classified Bargaining Unit Salary Range 126, Step 1, 20 hours per week, 10 months per year, effective August 19, 2013. This is a replacement for David Shepherd, who resigned.
- i. VARGAS, JORGE is to be employed as Warehouse Worker/Delivery Driver, Pos. #3451, Facilities, Planning and Purchasing, Office of Business Services, District, Classified Bargaining Unit Salary Range 114, Step 1, 40 hours per week, 12 months per year, effective August 5, 2013. This is a replacement for Tony Curiel, who retired.

2. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Classification</u>	<u>Range/Step</u>	<u>Start Date</u>
Adams Huff, Carol	Library Assistant/IVC	115/1	07/15/13
Boyer, Gary	Ticket Office Operations Mgr./SC	122/1	07/12/13
Chamber, Lary	Custodian/IVC	113/1	06/15/13
Dadsetan, Sharareh	Administrative Assistant /IVC	121/1	05/22/13
Eychaner, Tiffani	Transfer Center Specialist/IVC	123/1	07/01/13
Holland, Donna	Administrative Assistant /IVC	121/1	07/01/13
Hunter, Amy	Administrative Assistant /SC	121/1	05/22/13
Jackson, Marc	Technical Director/Scenic Designer/SC	132/1	07/01/13
Kwan, Susan	Human Resources Assistant/Dist.	121/1	07/31/13
Lindahl, Glenda	College Information Operator/SC	113/1	07/01/13
Montoya-Anderson, S.	Program Assistant/SC	118/1	08/02/13
<sup>2</sup> Nassar, Jan	Senior Health Office Asst./IVC	124/6	07/01/13
Patel, Palak	Assistive Technical Assistant/IVC	134/1	07/30/13
Swanson, Sherrie	Executive Assistant/SC	133/1	07/31/13
Turner, Amanda	Administrative Assistant /IVC	121/1	07/19/13
Watt, Deborah	Sr. Counseling Office Assistant/SC	119/1	07/01/13

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2013/2014** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate(\$)</u>	<u>Start/End Date</u>
Adams Huff, Carol	Project Specialist/IVC	20.00	07/15/13-06/30/14
Ashley, Merry	Project Specialist/IVC	20.00	08/05/13-06/30/14
Castro, Metzli	Clerk, Short-Term/SC	11.00	07/01/13-06/30/14
Chacon, Justine	Coaching Aide/SC	15.00	07/25/13-06/30/14

<sup>1</sup> Adelaide Leung, who was appointed to this assignment and approved by the Board of Trustees on July 22, 2013, declined.

<sup>2</sup> SOCCCD Retiree

**A. NEW PERSONNEL APPOINTMENTS - Continued**

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2013/2014** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate(\$)</u>	<u>Start/End Date</u>
Dhillon, Rajanpal	Project Specialist/SC	20.00	07/01/13-06/30/14
Fellner, John	Project Specialist/SC	9.00	07/01/13-06/30/14
Ganley, Cynthia	Project Specialist/SC	16.00	07/01/13-06/30/14
Garcia Carmona, Javier	Project Specialist/SC	10.50	07/01/13-06/30/14
Gonzalez, David	Outreach Aide/SC	12.50	07/01/13-06/30/14
Gonzalez, Deyanira	Project Specialist/SC	16.00	07/01/13-06/30/14
Guajardo, Zachary	Clerk, Short-Term/SC	13.00	07/16/13-06/30/14
Hammer, Alexandra	Coaching Aide/IVC	15.00	07/15/13-06/30/14
Haukebo, Christine	Project Specialist/IVC	20.00	05/20/13-06/30/13
Holland, Donna	Outreach Aide/IVC	12.50	07/01/13-06/30/14
Kim, Daniel	Project Specialist/IVC	10.50	07/01/13-06/30/14
Koh, Susan	Project Specialist/IVC	20.00	07/12/13-06/30/14
Martinez, Loretta	Project Specialist/SC	20.00	07/25/13-06/30/14
McDonald, Kaye	Project Specialist/IVC	20.00	07/01/13-06/30/14
Miller, Matthew	Project Specialist/SC	16.00	07/17/13-06/30/14
Montes, Noah	Coaching Aide/IVC	15.00	07/08/13-06/30/14
Naranjo, Nicholas	Clerk, Short-Term/IVC	9.50	07/01/13-06/30/14
Palmer, Brent	Project Specialist/SC	13.00	07/01/13-06/30/14
Petrovich, Alexis	Project Specialist/SC	14.00	07/01/13-06/30/14
Pouresfandiari, Shahram	Project Specialist/IVC	15.00	08/01/13-06/30/14
Sebold, Margaret	Project Specialist/SC	16.00	07/01/13-06/30/14
Severin, Lynn	Project Specialist/IVC	20.00	07/01/13-06/30/14
Snyder, Deborah	Project Specialist/SC	12.50	07/01/13-06/30/14
Turner, Jacqueline	Coaching Aide/IVC	15.00	07/15/13-06/30/14
Warner-Lemus, Larina	TMD Aide/IVC	20.00	07/22/13-06/30/14
Wolvin, Barry	Project Specialist/SC	15.00	07/01/13-06/30/14

4. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2013/2014** academic year.

<u>Name</u>	<u>Start/End Date</u>
Alyassini, Mohamad	07/29/13-06/30/14
<sup>3</sup> Benkert-Langrell, Adrian	07/25/13-06/30/14
Boatman, Katlyn	07/30/13-06/30/14
Fatheree, Dallas	07/31/13-06/30/14
Gavin, Zachary	07/25/13-06/30/14
Gunderson, Dylan	08/01/13-06/30/14
Jubb, Ashley	08/01/13-06/30/14
Redman, Ryan	08/01/13-06/30/14
Sutton, Caitlin	08/01/13-06/30/14

<sup>3</sup> Son of Jenny Langrell, full-time Librarian, Division of Online Education and Learning Resources, Saddleback College.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

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** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed(\$)</u>	<u>Start/End Date</u>
Allen, Jonelle	Comm. Ed./SC	2500.00/cs	07/30/13-06/30/14
Alyassini, Mohamad	Tutor/IVC	12.00/hr	07/29/13-06/30/14
Berg, Anthony	Recreation Aide/SC	8.50/hr	05/15/13-06/30/14
Cathcart, Jermaine	Comm. Ed./IVC	2500.00/cs	07/01/13-06/30/14
Culp, Robin	Clinical Skills Spec./SC	30.00/hr	07/12/13-06/30/14
Galvez, Diego	Tutor/SC	12.00/hr	07/29/13-06/30/14
Gil, Eloisa	Tutor/IVC	12.00/hr	07/26/13-06/30/14
Grudzynski, Christy	Comm. Ed./SC	2500.00/cs	07/25/13-06/30/14
Jarl, Peter	Model/IVC	22.00/hr	07/08/13-06/30/14
Juncker, Don	Workforce Trainer/IVC	72.00/hr	07/01/13-06/30/14
Kerr, Bryan	Recreation Leader/SC	16.00/hr	06/27/13-06/30/14
Lin, Eric	Tutor/SC	12.00/hr	07/29/13-06/30/14
Marino, Valerie	Comm. Ed./IVC	2500.00/cs	06/15/13-06/30/14
McNicol, William	Comm. Ed./SC	2500.00/cs	07/17/13-06/30/14
Powers-Hubbard, Connor	Sr. Lifeguard/SC	16.00/hr	06/01/13-06/30/14
Rosen, Anne	Tutor/SC	12.00/hr	07/29/13-06/30/14
Russey, Nancy	Comm. Ed./SC	2500.00/cs	07/19/13-06/30/14
Rydzeski, Alexis	Sr. Lifeguard/SC	16.00/hr	05/28/13-06/30/14
Saalberg, Christopher	Comm. Ed./SC	2500.00/cs	07/09/13-06/30/14
Soto, Brooke	Recreation Leader/SC	16.00/hr	07/08/13-06/30/14
Swansen, Jacob	Sr. Lifeguard/SC	16.00/hr	06/27/13-06/30/14
Tate, Dion	Recreation Aide/SC	8.50/hr	05/15/13-06/30/14
Tindall, Alexis	Tutor/SC	12.00/hr	07/29/13-06/30/14
Walker, Lorraine	Comm. Ed./SC	2500.00/cs	07/09/13-06/30/14

**B. AUTHORIZATION TO ELIMINATE CLASSIFIED POSITION AND/OR POSITION NUMBERS**

1. CAMPUS POLICE OFFICE ASSISTANT, Pos. #3857, Classified Bargaining Unit Salary Range 115, Office of Campus Safety and Security, Irvine Valley College seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective August 27, 2013. (Position approved: March 24, 2008)
2. COLLEGE INFORMATION OPERATOR, Pos. #2154, Classified Bargaining Unit Salary Range 113, Office of Campus Safety and Security, Irvine Valley College seeks authorization to eliminate this part-time, 15 hours per week, 12 months per year position from its staff complement, effective August 27, 2013. (Position approved: August 22, 1994)
3. SENIOR ADMINISTRATIVE ASSISTANT, Pos. #3466, Classified Bargaining Unit Salary Range 127, Office of College Foundation, Irvine Valley College seeks authorization to eliminate the full-time, 40 hours per week, 12 months per year position from its staff complement, effective August 27, 2013. (Position approved: February 27, 2006)

**B. AUTHORIZATION TO ELIMINATE CLASSIFIED POSITION AND/OR POSITION NUMBERS** - Continued

4. TECHNICAL DIRECTOR/SCENIC DESIGNER, Pos. #3756, Classified Bargaining Unit Salary Range 132, Division of Fine Arts and Media Technology, Saddleback College seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective August 27, 2013. (Position approved: June 25, 2007)

**C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION**

1. LABORATORY TECHNICIAN, CONSUMER SCIENCES, Classified Bargaining Unit Salary Range 122, Division of Technology and Applied Sciences, Saddleback College seeks authorization to establish and announce a part-time, 29 hours per week, 12 months per year position to its staff complement, effective August 27, 2013.
2. PROGRAM ASSISTANT, a categorical, grant funded position, Classified Bargaining Unit Salary Range 118, School of Physical Sciences and Technologies, Irvine Valley College seeks authorization to establish and announce a part-time, 16 hours per week, 8.5 months per year position to its staff complement, effective August 27, 2013. Employment in this categorical, grant funded position is contingent upon funding by NSF, ATE Photonics.

**D. AUTHORIZATION TO ELIMINATE AND CREATE A 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.
  - 1a. **ELIMINATE** ACCOUNTING ASSISTANT, Pos. #3751, Student Payment and Veterans Offices, Office of College Administrative Services, Classified Bargaining Unit Salary Range 118, full-time, 40 hours per week, 12 months per year position from its staff complement; and **CREATE** an ACCOUNTING ASSISTANT, Student Payment and Veterans Offices, Office of College Administrative Services, Classified Bargaining Unit Salary Range 118, part-time, 29 hours per week, 12 months per year position to its staff complement; and **CREATE** an ACCOUNTING ASSISTANT, Student Payment and Veterans Offices, Office of College Administrative Services, Classified Bargaining Unit Salary Range 118, part-time, 20 hours per week, 12 months per year position to its staff complement, effective August 27, 2013. (Position #3751 was approved by the Board of Trustees on June 25, 2007)
  - 1b. **ELIMINATE** HEALTH CENTER NURSE, Pos. #4477, Student Health Center, Office of Student Services, Classified Bargaining Unit Salary Range 136, part-time, 10 hours per week, 12 months per year position from its staff complement, and **CREATE** a HEALTH CENTER NURSE, Student Health Center, Office of Student Services, Saddleback College, Classified Bargaining Unit Salary Range 136, part-time, 24 hours per week, 12 months per year position to its staff complement, effective August 1, 2013. (Position #4477 was approved by the Board of Trustees on November 16, 2011)

**D. AUTHORIZATION TO ELIMINATE AND CREATE A CLASSIFIED POSITIONS -**

Continued

- 1c. **ELIMINATE** HEALTH CENTER NURSE, Pos. #4056, Student Health Center, Office of Student Services, Classified Bargaining Unit Salary Range 136, part-time, 18 hours per week, 12 months per year position from its staff complement, and **CREATE** HEALTH CENTER NURSE, Student Health Center, Office of Student Services, Classified Bargaining Unit Salary Range 136, part-time, 16 hours per week, 12 months per year position to its staff complement, effective August 1, 2013. (Position #4056 was approved by the Board of Trustees on June 24, 2008)
  - 1ci. **CHANGE IN HOURS** VAIL, DEBRA, ID #12268, from Health Center Nurse, Pos. #4056, part-time, 18 hours per week, 12 months per year, to Health Center Nurse, part-time, 16 hours per week, 12 months per year, Classified Bargaining Unit Salary Range 136, Step 6, Student Health Center, Office of Student Services, effective August 1, 2013.
2. IRVINE VALLEY 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.
  - 2a. **ELIMINATE** ADMINISTRATIVE ASSISTANT, Pos. #4355, Technology Services, Office of Instruction, Classified Bargaining Unit Salary Range 121, full-time, 40 hours per week, 12 months per year position from its staff complement, and **CREATE** a SENIOR ADMINISTRATIVE ASSISTANT, Technology Services, Office of Instruction, Classified Bargaining Unit Salary Range 127, full-time, 40 hours per week, 12 months per year position to its staff complement, effective September 1, 2013. (Position #4355 was approved by the Board of Trustees on January 20, 2011)
  - 2b. **ELIMINATE** INTERNATIONAL STUDENT PROGRAM TECHNICIAN, Pos. #4483, International Students, School of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Range 125, part-time, 20 hours per week, 12 months per year position from its staff complement, and **CREATE** INTERNATIONAL STUDENT PROGRAM TECHNICIAN, International Students, School of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Range 125, permanent, full-time, 40 hours per week, 12 months per year position to its staff complement, effective September 1, 2013. (Position #4483 was approved by the Board of Trustees on March 16, 2011)
    - 2bi. **CHANGE IN HOURS** MOSQUEDA, YULIA, ID #18750, from International Student Program Technician, Pos. #4483, part-time, 20 hours per week, 12 months per year, to International Student Program Technician, full-time, 40 hours per week, 12 months per year, Classified Bargaining Unit Salary Range 125, Step 2, School of Admissions, Records and Enrollment Services, effective September 1, 2013.

**E. CHANGE OF STATUS**

1. **CLASSIFIED EMPLOYMENT** (Information Items – Pursuant to Board Policy 4002.1)
  - a. FAIN, TRICIA, ID #14834, Senior Administrative Assistant, Pos. #3541, Classified Bargaining Unit Salary Range 127, Step 6, 40 hours per week, 12 months per year, Office of the President, Saddleback College, is to be employed as Executive Assistant, Pos. #3345, Classified Bargaining Unit Salary Range 133, Step 4, 40 hours per week, 12 months per year, Office of Instruction, Saddleback College, effective August 12, 2013. This is a replacement for Kathleen Schlick, who retired.
  - b. MC CORMICK, MICHAEL, ID #16371, Senior Laboratory Technician, Theater Arts and Carpentry, Pos. #3869, Classified Bargaining Unit Salary Range 130, Step 5, 40 hours per week, 12 months per year, School of Fine Arts and Media Technology, Saddleback College, is to be employed as Technical Director, Pos. #4790, Classified Bargaining Unit Salary Range 132, Step 5, 40 hours per week, 12 months per year, School of Fine Arts and Media Technology, Saddleback College, effective August 12, 2013. This position was approved by the Board of Trustees on May 20, 2013.

**F. EXTEND ASSIGNMENT IN CLASSIFIED CATEGORICAL FUNDED POSITION**

1. PRINCE, PAMELA, ID #17217, Program Specialist, a categorical/fee based funded position, Pos. #4399, Classified Bargaining Unit Salary Range 130, Step 3, 40 hours per week, School of Academic Programs, Irvine Valley College, assignment has been extended effective July 1, 2013 through June 30, 2014. Employment in this categorical/fee based funded position is contingent upon funding from Economic and Workforce Development.

**G. REORGANIZATION**

1. SADDLEBACK COLLEGE seeks authorization to change the reporting structure for the following Classified position, from reporting to the Manager, Office of President, to report directly to the Director of Facilities, effective July 1, 2013.
  - a. **SENIOR ADMINISTRATIVE ASSISTANT**, Pos. #3775, Classified Bargaining Unit Salary Schedule Range 127, full-time, 40 hours per week, 12 months per year. (Pos. 3775 was approved by the Board of Trustees on August 27, 2007, and is appointed to Jacqueline Franks, ID #13605)

**H. OUT OF CLASS ASSIGNMENTS**

1. BUCKLEY, ANN, ID #18123, Human Resources Assistant, Pos. #3464, Classified Bargaining Unit Salary Range 121, Step 3, 40 hours per week, 12 months per year, Office of Human Resources, District, has been given a temporary change in assignment to Human Resources Specialist, #3516, Classified Bargaining Unit Salary Range 127, Step 1, 40 hours per week, Office of Human Resources, District, effective August 1, 2013. This is a temporary reassignment for Sandra Griffin, who is on leave.

**H. OUT OF CLASS ASSIGNMENTS - Continued**

2. RAMIREZ, ESTEBAN, ID #5758, Custodian, Pos. #1268, Classified Bargaining Unit Salary Range 113, Step 6, 40 hours per week, 12 months per year, Office of Physical Plant, Irvine Valley College, has been given a temporary change in assignment to Building Maintenance Worker, Pos. #4783, Classified Bargaining Unit Salary Range 124, Step 2, 40 hours per week, Office of Physical Plant, Irvine Valley College, effective July 1, 2013. This is a temporary reassignment for a vacant position approved by the Board of Trustees on May 20, 2013.
3. <sup>4</sup>TY, DJIAN-LUKE, ID #16067, Senior Laboratory Technician, Life and Physical Sciences, Pos. #1245, a temporary assignment, Classified Bargaining Unit Salary Range 130, Step 2, plus 5% shift differential, 40 hours per week, School of Physical and Life Sciences, Irvine Valley College, has been given a temporary change in assignment to Senior Laboratory Technician, Chemistry, Pos. #4820, Classified Bargaining Unit Salary Range 130, Step 2, plus 5% shift differential, 40 hours per week, School of Physical and Life Sciences, Irvine Valley College, effective, July 23, 2013. This is a temporary reassignment for a vacant position approved by the Board of Trustees on July 22, 2013.

**I. ADDITIONAL COMPENSATION**

1. ORANSKY, ELISSA, ID #19402, Director of Annual Giving and Development Services, Categorical, Pos. #4737, Office of College Foundation, Saddleback College, Integrated Administrator/Manager Salary Range 18, Step 4, is to be paid a monthly stipend of \$125.00 for mileage allowance, effective July 1, 2013.
2. RICKNER, DONALD, ID #1040, Executive Director of College Foundation, Pos. #4826, Office of College Foundation, Saddleback College, Integrated Administrator/Manager Salary Range 22, Step 4, is to be paid a monthly stipend of \$125.00 for mileage allowance, effective July 1, 2013.

**J. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT**

1. BUI, ANNA, ID #19073, Senior Laboratory Technician, Mathematics, Sciences and Engineering, Pos. #2157, Classified Bargaining Unit Salary Range 130, Step 2, 40 hours per week, 12 months per year, Chemistry, Division of Mathematics, Sciences and Engineering, Saddleback College, conclusion of employment effective July 31, 2013. Payment is authorized for any compensated time off. (Probationary Start date: October 29, 2012)
2. COWLEY, SCOTT, ID #1495, Lead Groundskeeper, Pos. #3449, Classified Bargaining Unit Salary Range 124, Step 6, 40 hours per week, 12 months per year, Facilities Maintenance, Office of Physical Plant, Saddleback College conclusion of employment effective July 31, 2013. 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: September 9, 1986)

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<sup>4</sup> Permanent assignment is Laboratory Technician, Life and Physical Sciences, Pos. #4032, 40 hours per week, 12 months per year.

**J. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT - Continued**

3. DICKINSON, CHRISTINA, ID #19229, Student Development Office Assistant, Pos. #4295, Classified Bargaining Unit Salary Range 121, Step 1, 40 hours per week, 12 months per year, Student Development, Office of Student Services, Irvine Valley College, resignation effective July 26, 2013. Payment is authorized for any compensated time off. (Probationary Start date: January 17, 2013)
4. LINK, INNA, ID #18019, Admissions and Records Specialist I, Pos. #2727, Classified Bargaining Unit Salary Range 116, Step 3, 25 hours per week, 12 months per year, Division of Admissions, Records and Enrollment Services, Saddleback College, resignation effective August 22, 2013. Payment is authorized for any compensated time off. (Start date: August 8, 2011)
5. TARULLI, JENNIFER, ID #9859, Senior Matriculation Specialist, Pos. #3590, Classified Bargaining Unit Salary Range 127, Step 6, 40 hours per week, 12 months per year, School of Admissions, Records and Enrollment Services, Irvine Valley College, resignation effective September 6, 2013. Payment is authorized for any compensated time off. (Start date: September 25, 2006)

**K. VOLUNTEERS**

1. The following individuals are to be approved as Volunteers for the **2013/2014** academic years.

Advanced Technology and Applied Science, Saddleback College

Miller, Steffan

Community Education, Saddleback College

Abate, Karen	Bochenek, Jennifer	Bruce, Avonnette
Ding, Ding	Fallowfield, Cassie	Furlong, Adriana
Henry, William	Khatami, Hilton	Neidl, Isabel
Pauperas, Monica	Saunders, Theresa	Shang, Cecilia
Vedova, Colton	Vedova, Michelle	Zhao, Hao

Emeritus Institute and Extended Education, Irvine Valley College

Addington, Tania	Cohen, Sheri	Smego, Lucy
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Fine Arts and Media Technology, Saddleback College

Aaron, Blake	Ahern, Weston	Alsnauer, Ali
Anderson, Christina	Andrews, Marshall	Armengol, tom
Arrowsmith, Beverly	Backus, Paul	Baird, Katelynn
Bennett, Kelly	Bergeson, Gary	Berkson, Brianna
Berkson, Nancy	Blanch, Erik	Borja, Christopher
Boyer, Gary	Boyle, Rachel	Brubaker, Katie
Brubaker, Susan	Buchanan, Jeremy	Chamberlain, Jean
Childress, Christopher	Corwin, Bonnie	Craig, Maggie
Craig, Natalie	Daniels, Gerald	Davies, Lex
DeLadurantey, Joe	Edmonds, Annette	Eldred, Sean
Fallon, Caroline	Fallon, Ruth	Flores, Brian
Flores, Laura	Flores, Liz	Flournoy, Ryan

**K. VOLUNTEERS - Continued**

1. The following individuals are to be approved as Volunteers for the **2013/2014** academic years.

Fine Arts and Media Technology, Saddleback College

Forino, Jon	Forker, Devon	Forker, Jane
Formanek, Donald	Garcia, Matthew	Good, Courtney
Goodman, Bob	Henderson, Parker	Hunt, Delaney
Hunt, Kristin	Johnson, Anna	Johnson, Jenny
Johnson, Tyler	Jones, Kelly	Kappes, Carolyn
Kappes, Liz	Kincaid, Michael	Kirste, Deborah
Kirste, Lauren	Knapp, Charles	Laderer, Natalie
Laderer, Rachel	LaFetra, Katie	LaFetra, Tricia
Lee, Alexandra	Lee, Cyndi	Levinson, Erin
Levinson, Kathleen	Lewis, Alfreda	Lopez, Adriana
Lora, Bernardo	Mahaffey, Claire	Mahaffey, Kari
Makakaufalei, Melanie	Marstas, Justin	Martin, Aaron
McDonnell, Bryce	Melvin, Kevin	Miller, Diane
Miller, Jacky	Milligan, Jeffrey	Miranda, Ruben
Monroe, Carol	Minter, Thomas	Mitchell, Linda
Moore, Kara	Mooring, Donald	Naimo, Jack
Nash, Evelyn	Nash, Sabrina	Nenad, Deena
Nenad, Izzy	Olamendi, Esmeralda	Olin, Jay
Orlandos, Bradley	Ortiz, Elizabeth	Otto, Jim
Pentecost, Faye	Pretl, Jessica	Pollock, Norm
Poizner, Michael	Porter, Laurie	Potts, Kevin
Queen, Kayla	Queen, Terri	Riccio, Peter
Ruffino, Andrea	Schwartz, Mark	Shab, Don
Sharareh, Bahar	Shevchuk, Benjamin	Shreve, Katie
Shreve, Kendra	Siu, Jessica	Siu, Madyson
Wendy, Siu	Steines, Allyson	Steines, Claire
Stokesberry, Ken	Tackett, Allie	Tackett, Jane
Thee, Molly	Thee, Nancy	Thornton, Donna Jo
Toole, Shelly	Toole, Sydney	Vallejo, Antoinette
Weaver, Wynn	Weir, Sara	Wiederkehr, Christine
Wiederkehr, Sydney	Wilbur, Ellen	Wilbur, Molly
Yip, Vienna	Zimbalist, Jacqueline	Zuniga, Federico

Fine Arts, Irvine Valley College

Chen, Amelia	Jitosho, Rika	Lin, Stephanie
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Guidance and Counseling, Irvine Valley College

Muir, Shannon	Pena, Marisol
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Humanities & Languages, Irvine Valley College

Ara, Kazumi	Baba, Michiko	Moriwaki, Chiyoko
Ohta, Urara	Otsubo, Yayoi	Yamanaka, Yuriko



**TO:** Board of Trustees

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

**RE:** SOCCCD: Adopt Resolution No. 13-32 to Authorize Post-Retirement Employment and Exemption from Post-Retirement Earnings Limitations

**ACTION:** Approval

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### **BACKGROUND**

Don Taylor, Dean of Advanced Technology and Applied Science at Saddleback College will retire effective August 31, 2013. This position will be recruited.

### **STATUS**

The College wishes to ensure continuity of current division programs during the recruitment period by filling this position with a highly qualified individual who already has direct experience in this field. The College believes the hiring of an experienced administrator is warranted. Dr. Donald Busche, who is a retiree of the District, will be employed on a quarter-time basis to conform to the requirement of income participation with STRS. The Resolution defining his employment is attached as Exhibit A.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 13-32 to approve the hiring of Dr. Donald Busche as Acting Dean of Advanced Technology and Applied Science and to authorize post-retirement employment and exemption from post-retirement earnings limitations as set forth in Education Code 24214.5(a).

**BEFORE THE BOARD OF TRUSTEES OF THE SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT**

**RESOLUTION AUTHORIZING POST-RETIREMENT EMPLOYMENT AND  
SEEKING AN EXEMPTION FROM THE POST-RETIREMENT EARNINGS  
LIMITATION SET FORTH IN EDUCATION CODE SECTION 24214.5(a) FOR  
PENDING EMPLOYMENT OF STRS RETIREE DON BUSCHE  
EDUCATION CODE SECTION 24214.5(b)**

**RESOLUTION NO.13-32**

**WHEREAS**, the South Orange County Community College District is a school employer subject to the Teachers Retirement Law, including, without limitation, Education Code sections 24214 and 24214.5; and

**WHEREAS**, Dr. Don Busche (“Dr. Busche”) is a retired member of the CalSTRS system, whose most recent retirement date is June 30, 2013, and who has attained normal retirement age, and would otherwise have a postretirement compensation limitation of zero dollars (\$0) during the first 180 days following his effective date of STRS retirement pursuant to Education Code section 24214.5(a); and,

**WHEREAS**, the South Orange County Community College District intends to employ Dr. Busche, effective September 1, 2013 on an interim basis in the position of Acting Dean of Advanced Technology and Applied Science.

**WHEREAS**, it is necessary to hire Mr. Busche to fill a critically needed position before 180 days have passed as detailed below:

The position of Dean of Advanced Technology and Applied Science is presently vacant, the previous incumbent (Donald Taylor) having retired, effective August 31, 2013.

The position is critically needed, as it oversees the core of career technical education for Saddleback College, which is a center of State and National interest for students to obtain certifications for employment in various programs, including Aquarium and Aquaculture Science, Architectural Drafting, Computer Maintenance Technology, Cosmetology, Drafting Technology, Electronic Technology, Family, Horticultural, Marine Science Technology and Travel and Tourism, and a variety of programs involving advanced technology. The District has also been unable to identify any other person qualified to manage this complex area of service.

Mr. Busche is exceedingly well qualified for the position. He is an expert in the field of computer science, and has authored numerous publications, on the topic of computer science, application. Additionally, he has extensive administrative experience, including as a Dean within the District, having served as Dean Academic and Physical Support Services (August 22, 1977 through September 14, 1998); Vice President for instruction (September 15, 1998 through June 30, 2002); Acting Vice Chancellor, Technology and Learning Services (May 12, 2008 through August 13, 2008); Acting Educational Program Director, Advanced Technology & Education Park (ATEP) (August 14, 2008 through June 30, 2010); and Acting Vice President for Instruction at Saddleback College (July 1, 2010 through June 28, 2013).

The District, moreover, anticipates filling the position on a permanent basis, but will not be able to do so prior to the start of the current academic year; and

**WHEREAS**, Dr. Busche is not ineligible for application of Education Code section 24214.5(b) pursuant to Education Code section 24214.5(d), insofar as Dr. Busche did not receive any additional service credit pursuant to Education Code Sections 22714 or 22715, and did not receive any financial inducement to retire from any public employer; and

**WHEREAS**, the termination of Dr. Busche's previous academic employment is not the basis for the need to acquire the service at issue herein.

**NOW, THEREFORE**, the Board of Trustees of the South Orange County Community College District hereby finds, determines, and resolves as follows:

1. The above delineated facts regarding the prior employment and pending employment of Dr. Busche are true and correct and are adopted as findings.

2. The South Orange County Community College District is seeking an exemption on behalf of Dr. Busche from the postretirement earnings limitations set forth in Education Code section 24214.5(a).

3. The Chancellor is directed and authorized to take all necessary action to submit necessary documentation required to STRS in order to process this exemption request.

4. Dr. Busche is hereby employed on an interim basis as Acting Dean of Advanced Technology and Applied Science, subject to each and all of the terms and conditions set forth in the employment agreement. Provided, however, that notwithstanding anything in his employment contract to the contrary, Dr. Busche's employment during the first 180 days following his most recent retirement is subject to and conditioned upon the prior receipt of this Resolution and all other documentation required by Education Code section 24214.5 by CalSTRS. As such, Dr. Busche shall not perform retired member activities during that period of time unless and until performance of such activities is authorized in accordance with Education Code section 24214.5.

**APPROVED, PASSED AND ADOPTED** by the Board of Trustees of the South Orange Community College District this 26<sup>th</sup> day of August, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA  
COUNTY OF ORANGE

Gary L. Poertner, the Secretary of the Board of Trustees of the South Orange County Community College District of Orange County, California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on the August 26, 2013, and passed by a \_\_\_\_\_ vote of said Board.

**APPROVED AND ADOPTED** by the Board of Trustees of the South Orange Community College District this \_\_\_\_\_<sup>th</sup> day of August, 2013.

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Gary L. Poertner, Chancellor and  
Secretary of the Board of Trustees

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** Saddleback College and Irvine Valley College: Speakers  
**ACTION:** Information

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**BACKGROUND**

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

**STATUS**

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

**SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT**

**SADDLEBACK COLLEGE**

<i><b>Presentation Date/Time</b></i>	<i><b>Location</b></i>	<i><b>Faculty Member</b></i>	<i><b>Course Title/Activity</b></i>	<i><b>Speaker</b></i>	<i><b>Topic</b></i>

**IRVINE VALLEY COLLEGE**

<i><b>Presentation Date/Time</b></i>	<i><b>Location</b></i>	<i><b>Faculty Member</b></i>	<i><b>Course Title/Activity</b></i>	<i><b>Speaker</b></i>	<i><b>Topic</b></i>
8/16/13 9am-4pm	SSC, 260F	Helen Locke, Director, Student Life	ASIVC workshop and training	Bruce Bishop, Certified Parliamentarian and past ASG Advisor	Parliamentary Procedures, Brown Act, and ASIVC Mock Meeting Script
8/16/13 9am-4pm	SSC, 260F	Helen Locke, Director, Student Life	ASIVC workshop and training	Carisa Montooth	True Colors Presentation for ASIVC Leadership

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Basic Aid Report  
**ACTION:** Information

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### **BACKGROUND**

The District returned to Basic Aid status in FY 1999-2000. The Board of Trustees has requested regular information reports about projected basic aid receipts and approved projects.

### **STATUS**

As of July 31, 2013, total estimated Basic Aid receipts are \$519.4M and total approved projects are 507.7M. The balance of \$11.7M includes the reserve of \$7.8M and unallocated funds of \$3.9M.

It should be noted that some of the approved projects are for state funded project match. Although approved, these funds will not be needed until the projects are approved by the State for funding.

Changes from the July, 2013 report includes \$46.7M of new receipts and \$56.5M of new project allocations approved at the June 17, 2013 board of trustees meeting. This annual report (EXHIBIT A) also displays the detail of all closed projects totaling \$166.3M.

**South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
August 26, 2013**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/09 Actual</i>	<i>2009/10 Actual</i>	<i>2010/11 Actual</i>	<i>2011/12 Actual</i>	<i>2012/13 Actual</i>	<i>Balance Remaining for 2013/14</i>	
<b>CLOSED PROJECTS</b>								
District Svcs 2005/06 Allocation for Salary Schedule Restructure (2005)	354,301	354,301	-				-	
2005/06 Allocation for Salary Schedule Restructure (2005)	4,245,000	4,245,000	-	-			-	
College/District Contributions for Debt Retirement - COPS (2003)	4,380,701	4,380,701	-	-			-	
College Scheduled Maintenance Projects (2005)	1,000,000	973,085	2,630	-	24,285	-	-	
College Scheduled Maintenance Projects (2006)	3,831,850	2,329,566	1,182,288	250,144	40,735	29,117	-	
College (SC) Instructional Equipment Needs (2005)	1,389,315	1,332,230	55,238	-	1,847		-	
ATEP Development (2008)	3,719,976	1,606,675	750,807	735,035	555,174	72,285	-	
ATEP Hangar & Chapel Utilities (2007)	-	\$1M approved 2007, transferred to ATEP First Bldg Phase 3A 2011						-
ATEP Parking Lot Renovation (2009)	176,413		176,205	208			-	
ATEP Renovation (2002)	7,940,360	7,296,285	450,213	153,872	29,990	10,000	-	
IVC A-300 Bldg Remodel (2007)	1,902,389	1,673,414	228,508	467			-	
IVC Business & Technology Innovation Center (2002)	8,887,615	8,864,245	23,716	-	(346)		-	
IVC Early College Program (2007)	60,000	60,000	-				-	
IVC Floor Repairs (2003)	58,340	58,340	-				-	
IVC Landscaping PAC & BSTIC (2009)	1,545,588		105,493	146,485	1,286,761	6,792	57	
IVC Lot Expansion and Phase 1 of Lot 6 (2003)	1,476,759	1,476,759	-				-	
IVC Maintenance and Police Facility (2005)	4,553,656	4,553,656	-				-	
IVC Modular Building (2003)	370,000	370,000	-				-	
IVC Modular Bldg Replacement (CEC) (2006)	197,402	197,402	-				-	
IVC Performing Arts Center (2001)	17,006,209	16,820,764	185,445				-	
IVC Remove/Relocate IVC Maint., Police, Whse, & A-500 Bldgs (2006)	484,123	484,123	-				-	
IVC Science Equip & TV Studio (2000)	500,000	500,000	-				-	
IVC Sports Facilities (2000)	896,000	896,000	-				-	
IVC Utility Service Project (2006)	346,223	346,223	-				-	
SC BGS Mold Abatement and Air Quality Improvements (2005)	8,724,200	8,724,200	-				-	
SC Bridge Replacement (2010)	851,930		2,693	97,266	661,721	56,904	33,346	
SC Demolition of Lower Campus Buildings (2002)	1,718,545	1,718,545	-				-	
SC Hire Consultant for Parking/Traffic Study (2005)	24,250	24,250	-				-	
SC M/S/E Bldg, Soil, & Slab Repairs (2003)	128,710	128,710	-				-	
SC M/S/E Bldg Ventilation System Upgrade (2010)	-	\$5M approved 2010, transferred to SC Sciences bldg 2011						-
SC M/S/E Plaza Repairs (2008)	69,288	69,288	-				-	
SC M/S/E Renovation (2009)	39,000	39,000	-				-	
SC McKinney Theater Lighting and Sound Systems Upgrade (2004)	1,335,000	1,335,000	-				-	
SC McKinney Theater Restroom remodel (2007)	2,372,796	2,291,569	72,862	121	8,244		-	
SC Science Equip & TV Studio (2000)	500,000	500,000	-				-	
SC Science/Applied Science Bldg (2005)	14,850	14,850	-				-	
SC Sports Facilities (2000)	817,310	817,310	-				-	
SC Temporary Classroom Facilities (2005)	7,177,117	7,176,817	300		-		-	
SC Village Expansion (2009)	3,846,581	463,110	2,942,595	474,450	(33,574)		-	
SC Village Remodel (2007)	3,711,778	2,259,174	1,311,975	124,943	13,762	1,925	-	
Distr Svc/SC Health Science/District Office Building (2002)	15,251,655	15,251,655	-				-	
SOCCCD Additional 1% Contingency (2009)	1,278,101	-	-	1,278,101	-		-	
SOCCCD Consultant District Educational & Facilities Master Plan (2005)	712,420	370,010	-	321,010	21,400		-	
SOCCCD Debt Retirement Contribution (2001)	34,400,000	34,400,000	-				-	
SOCCCD Districtwide Telephone System (2004)	4,499,498	4,499,498	-				-	
SOCCCD Enrollment Mgmt/Mktg, Outreach & Recruit Strategy (2005)	329,830	329,830	-				-	
SOCCCD Fiscal and HR Systems Repl. (2005)	27,500	27,500	-				-	
SOCCCD HR Recruitment Work Plan (2005)	85,911	85,911	-				-	
SOCCCD Legal Defense for Invocation Complaint (2010)	1,208,817	-			1,208,817		-	
SOCCCD Replace HR & Bdgt Dev Systems (2006)	897,740	897,740	-				-	
SOCCCD Technology Needs 2004/05 (2005)	3,548,415	3,548,415					-	
SOCCCD Technology Needs 2005/06 (2006)	3,324,203	3,324,203					-	
SOCCCD Technology Needs 2006/07 (2007)	4,395,000	4,365,342	29,658	-	-	-	-	
<b>CLOSED PROJECTS TOTAL</b>	<b>166,258,363</b>	<b>151,126,393</b>	<b>7,520,626</b>	<b>3,582,102</b>	<b>3,818,817</b>	<b>177,023</b>	<b>33,403</b>	

**South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
August 26, 2013**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/09 Actual</i>	<i>2009/10 Actual</i>	<i>2010/11 Actual</i>	<i>2011/12 Actual</i>	<i>2012/13 Actual</i>	<i>Balance Remaining for 2013/14</i>
<b>CAPITAL PROJECTS</b>							
Campus Appearance Improvement IVC & SC (2009)	1,000,000	378,837	215,312	144,365	738	140,555	120,193
ATEP Building Demolition (2007)	13,700,000	61,693	12,192	1,439,404	781,124	109,025	11,296,561
ATEP First Building Phase 3A (2011)	12,500,000						12,500,000
ATEP Operating Budget* (2006)	12,197,558	6,208,934	2,390,930	1,798,762	507,119	564,290	727,523
ATEP Site Development (2012)	340,436				31,948	98,851	209,637
ATEP Site Development (2013)	4,100,000					693,427	3,406,573
ATEP Site Development Negotiations (2008)	4,265,883	1,979,700	592,509	618,846	322,921	652,433	99,475
ATEP Staffing, Equipment, Program Development (2007)	891,611	20,689	171,285	346,066	291,119	7,785	54,667
IVC A200 Success Center (2014)	46,095						46,095
IVC A400 Bldg Remodel (2011)	13,013,000				28,153	608,333	12,376,514
IVC Defects Performing Arts Center (2014)	1,400,000						1,400,000
IVC Design and Install Entrance from Barranca (2003)	2,850,000	9,950	41,576	45,644	143,803	25,074	2,583,952
IVC Fine Arts Building (2008) - State Delay, Future Project request	61,278	61,278					-
IVC Life Sciences Project (2004)	13,490,000	81,776	793,360	448,231	(1,169,892)	693,544	12,642,981
IVC New Parking Lot (2013)	3,010,000						3,010,000
IVC Performing Arts Center Waterproofing (2013)	470,000						470,000
IVC Repair Exteriors A100, A200, A300, A400, B100 (2010)	400,000		-	215,836	34,022	57,439	92,703
IVC Replace Main Water Valves (2010)	275,000		6,035	76,957	97,311	17,485	77,213
IVC Replace Natural Gas Piping A&B Quads (2010)	230,000		3,088	41,368		78,605	106,939
IVC Science Lab Addition & Remodel (2006)	5,180,000	2,736,299	2,024,161	412,531	-		7,009
IVC SSC HVAC System (2010)	800,000		1,346	19,668	732	12,124	766,130
IVC Upgrade Exterior & Entries to B300 (2013)	680,000						680,000
SC Building Repairs - Library Remodel (2003)	12,091,000	77,892	511,511	745,863	1,817,215	(630,004)	9,568,522
SC Building Repairs - LRC Comm Arts Renovation (2013)	2,622,000				-	12,320	2,609,680
SC Building Repairs - ATAS Building (2003)	14,733,313	153,424	-	13,800	94,380	167,292	14,304,417
SC Building Repairs - ATAS Swing Space Renov (2013)	9,520,687					124,917	9,395,770
SC Demolition and Upper Quad Remodel (2008)	1,000,000		-				1,000,000
SC Fine Arts HVAC Renovation (2013)	4,950,000					2,754	4,947,246
SC Golf Driving Range Net Replacement (2005)	300,000	96,800	5,000	4,950	19,300	42,520	131,430
SC Health Sciences/DS Waterproofing (2013)	1,000,000						1,000,000
SC Loop Road (2008)	3,442,000		5,740	212,701	-	1,464	3,222,095
SC New Gateway Building (2013) (Match)	1,545,115						1,545,115
SC Pool Deck Replacement (2010)	1,500,000		23	1,276,844	189,784	8,121	25,228
SC Roof Replace Tech & Applied Science, Village Bldg 3-8 (2010)	1,500,000		166,833	851,935	337,751	63,860	79,621
SC Sciences Building (M/S/E annex) (2003)	58,835,346	29,595	-	258,563	1,840,003	295,740	56,411,444
SC SM 12KV Elec Distr Repair (2014)	200,000						200,000
SC SM HVAC PE 100 (2014)	800,000						800,000
SC SM PE 200 Bleacher Repairs (2014)	725,000						725,000
SC SM PE 200 and 300 Interior Renovation (2014)	1,000,000						1,000,000
SC SM PE 400 and 500 Renovation (2014)	800,000						800,000
SC Storm Drain Repairs (2013)	9,138,000						9,138,000
SC Water Damages/Storm Drainage Issues (2013)	750,000					10,710	739,290
<b>CAPITAL PROJECTS TOTAL</b>	<b>217,353,322</b>	<b>11,896,866</b>	<b>6,940,902</b>	<b>8,972,334</b>	<b>5,367,531</b>	<b>3,858,665</b>	<b>180,317,024</b>
<b>SCHEDULED MAINTENANCE</b>							
IVC Library Exterior (2013)	275,000						275,000
IVC Lighting & Walkways (2013)	900,000						900,000
IVC Sports Facilities (2012)	342,600					702	341,898
SC Central Plant (2013)	750,000					61,780	688,220
SC Energy Management System (2012)	657,400				323,678	333,722	-
SC PE Complex (2013)	500,000						500,000
<b>SCHEDULED MAINTENANCE PROJECTS TOTAL</b>	<b>3,425,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>323,678</b>	<b>396,204</b>	<b>2,705,117.71</b>

**South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
August 26, 2013**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/09 Actual</i>	<i>2009/10 Actual</i>	<i>2010/11 Actual</i>	<i>2011/12 Actual</i>	<i>2012/13 Actual</i>	<i>Balance Remaining for 2013/14</i>
<b>IT PROJECTS</b>							
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
SOCCCD 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
SOCCCD IT Basic Aid Projects (2013)	557,855				-	126,511	431,344
SOCCCD IT Projects SC/IVC/AATEP Instruct & Student Svc (2010)	8,744,770		2,906,089	2,665,868	1,745,944	888,629	538,240
SOCCCD Master Calendar Integration (2014)	300,000						300,000
SOCCCD Matriculation SEP System (2013)	100,000					332	99,668
SOCCCD MySite Message Customization (2014)	150,000						150,000
SOCCCD MySite Security (2014)	50,000						50,000
SOCCCD New Library System (2014)	100,000						100,000
SOCCCD Online Catalog (2014)	125,000						125,000
SOCCCD Predictive Analytics (2013)	250,000					54,052	195,948
SOCCCD Student Information System Enhancement (2013)	3,000,000					1,047,013	1,952,987
SOCCCD Student Information System Upgrade-Phase I/Phase II (2006)	14,102,260	12,931,624	1,099,661	4,250	22,466	1,350	42,909
SOCCCD Student Success Dashboard (2014)	550,000						550,000
SOCCCD Technology Needs 2007/08 (2008)	8,036,477	5,483,732	1,197,263	923,579	392,177	28,547	11,179
SOCCCD Virtual Desktop (2014)	50,000						50,000
SOCCCD Waitlist Modification (2014)	250,000						250,000
<b>IT PROJECTS TOTAL</b>	<b>52,535,064</b>	<b>18,415,356</b>	<b>5,203,013</b>	<b>3,593,697</b>	<b>2,799,541</b>	<b>3,976,974</b>	<b>18,546,483</b>
<b>OTHER ALLOCATIONS</b>							
IVC Debt Retirement - Energy Loans (2014)	2,254,321						2,254,321
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
<b>OTHER ALLOCATIONS TOTAL</b>	<b>68,124,992</b>	<b>26,035,989</b>	<b>2,513,140</b>	<b>8,417,291</b>	<b>2,731,200</b>	<b>19,401,240</b>	<b>9,026,131</b>
<b>BASIC AID PROJECT TOTALS</b>	<b>507,696,741</b>	<b>207,474,605</b>	<b>22,177,681</b>	<b>24,565,424</b>	<b>15,040,767</b>	<b>27,810,106</b>	<b>210,628,159</b>

**South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
August 26, 2013**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/09 Actual</i>	<i>2009/10 Actual</i>	<i>2010/11 Actual</i>	<i>2011/12 Actual</i>	<i>2012/13 Actual</i>	<i>Balance Remaining for 2013/14</i>
Commitments		312,069,823	37,446,916	41,176,493	(9,951,045)	70,406,108	56,548,446
Cumulative Commitments		312,069,823	349,516,739	390,693,233	380,742,187	451,148,295	507,696,741
Receipts		316,195,584	39,022,021	38,737,963	39,301,044	46,888,399	39,269,228
Cumulative Receipts		316,195,584	355,217,605	393,955,568	433,256,612	480,145,011	519,414,239
Cumulative Expenses		207,474,605	229,652,286	254,217,709	269,258,476	297,068,582	507,696,741
Uncommitted Basic Aid Funds		108,720,979	125,565,319	139,737,859	163,998,136	183,076,429	11,717,498

<i>Change from July 2013 Report:</i>	<i>Approved Amount</i>					<i>2012/13 Actual</i>	<i>2013/14 and Forward</i>
<i>FY 2013-2014 Basic Aid Allocation Approved in the Tentative Budget</i>	<b>56,548,446</b>						<b>56,548,446</b>
<i>FY 2012-2013 Increase in Receipts</i>						<b>7,426,143</b>	<b>7,426,143</b>
<i>FY 2013-2014 Estimated Receipts</i>						<b>39,269,228</b>	<b>39,269,228</b>
<b>Total Change from July 2013 Report</b>	<b>56,548,446</b>	-	-	-	-	<b>46,695,371</b>	<b>9,853,075</b>

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Facilities Plan Status Report  
**ACTION:** Information

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**BACKGROUND**

On August 30, 2004, the Board of Trustees received a list of projects under consideration for local funding and a report on the status of each project. The Board requested to be kept informed about these and other facilities projects.

**STATUS**

(EXHIBIT A) provides an up-to-date report on the status of current construction projects.

## FACILITIES PLAN STATUS REPORT

August 26, 2013

**SADDLEBACK COLLEGE****1. LIBRARY AND LEARNING RESOURCE REMODEL**

	Original	Revision	Total
Project Budget:	\$21,124,000	\$1,690,000	\$22,814,000
State Match:	\$16,139,000	(\$466,000)	\$15,673,000
Basic Aid Allocation:	\$4,985,000	\$2,156,000	\$7,141,000

Budget Narrative: Budget reflects Board agenda action on 10/24/04 and 6/22/09. The state approved 2011-2012 planning budget totaled \$21,124,000. A lower-than-estimated bid was received and the state reduced their match to \$15,673,000. The Board reallocated a portion of the state's short fall using basic aid funding for a funded total of \$22,814,000. The state has reimbursed their match equal to \$15,673,000 with \$13,673,000 returned to basic aid account.

Contractor delays result in extended costs for inspections, labor compliance, and project management cost. Staff will seek reimbursement during settlement discussions with the contractor. The remaining state reimbursement will remain in the project budget until completion of these negotiations. *The first round of mediation sessions is scheduled for September 10<sup>th</sup> and 11<sup>th</sup>.*

Status: The contractor completed seventeen months behind schedule. Contractor payment withholdings include stop notices filed by subcontractors and material suppliers. Claim issues have been combined and a Judge has been assigned. The flooring warranty repair at the third floor has failed and has been rejected by the architect of record.

In Progress: Close out documents and warranties submittals, DSA close out.

Recently Completed: The flooring warranty removal and replacement work is completed.

Focus: Complete final punch list. Legal issues and close out of outstanding change orders.

Project Start: October 2004	Scheduled Finish: January 2012
Projected Finish: September 2012	DSA Close Out: Pending

**2. SCIENCES BUILDING**

	Original	Revision	Total
Project Budget:	\$52,234,000	\$6,816,000	\$59,050,000
State Match:	\$36,564,000	(\$36,564,000)	-
Basic Aid Allocation:	\$3,867,000	\$54,968,000	\$58,835,000
Unassigned:	\$11,803,000	(\$11,588,000)	\$215,000

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.

Status: Cost reduction efforts have brought the project estimate back into alignment with the project construction budget. Board approved Resolution to move forward with Validation Action and the Lease, Sublease and Construction Services Agreement contract documents as to form approved. See Sciences Building Update at the end of this report.

In Progress: *Steps toward finalizing the Guaranteed Maximum Price are in process. Proceeding with Validation Action.*

Recently Completed: The Division of the State Architect (DSA) approved and stamped the construction documents on June 26<sup>th</sup>. *Subcontractor bids were received on August 8<sup>th</sup> and 15<sup>th</sup>, 2013.*

Focus: Staff, consultants, and contractor are continuing efforts to *maintain* bidding procedures and outcomes consistent with competitive bid procedures. Parallel with Validation, the contractor *is* finalizing the GMP and *staff is developing final* executed agreements for final *Board* approval.

Project Start: March 2011	Scheduled Finish: October <del>2014</del> 2015
Projected Finish: October <del>2014</del> 2015	DSA Close Out: Pending

**3. SITE IMPROVEMENTS**

	Original	Revision	Total
Project Budget:	\$11,697,00	(\$2,699,417)	\$8,997,583
State Match:	-	-	-
Basic Aid Allocation:	\$3,442,000	-	\$3,442,000
Unassigned:	\$8,255,000	(\$2,699,417)	\$5,555,583

Budget Narrative: Budget reflects Board agenda action on 3/24/08. During the discovery phase and further defined through the Education and Facilities Master Plan (EFMP) process, the architect determined the budget estimate to be \$8,997,583. Environmental impacts could increase the project estimate.

Status: *Site Improvements includes* site-work (relocation of the practice fields), infrastructure (storm drain improvements) *and* relocation of parking lost *at* the New Sciences Building in parking lot 5 and locating the TAS Swing Space (Auto-tech program) in parking lot 1. Environmental impacts are expected to be influential in budget and schedule planning.

In Progress: *Defining specific project scope to include for developing criteria architect request for proposals.*

Recently Completed: At the June 17, 2013 Board meeting, the Design/Build delivery method was approved for the project.

Focus: Meetings are being established with the stakeholders to develop the scope of work in order to enlist a Criteria Architect.

Project Start: Phase I-Feb 2010	Scheduled Finish: On Hold
Projected Finish: On Hold	DSA Close Out: On Hold

**4. TECHNOLOGY AND APPLIED SCIENCE (TAS) RENOVATION PROJECT**

	Original	Revision	Total
Project Budget:	\$8,755,055	\$5,977,945	\$14,733,000
State Match:	-	-	-
Basic Aid Allocation:	\$1,956,000	\$12,777,000	\$14,733,000

Budget Narrative: Budget reflects Board agenda action on 2/28/11 and 8/27/2012. 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.

Status: *The District has approved the 100% Design Development Documents and has authorized the architect (GKK) to proceed with the Construction Documents.*

In Progress: *NTP to Construction Documents has been issued.*

Recently Completed: *Facility has reviewed the MEP Design Documents, provided input and approved the 100% Design Document drawings.*

Focus: *The TAS construction phase is impacted by the TAS swing space. Construction completion for that project has been advanced to December 2015.*

Project Start: September 2011	Scheduled Finish: March 2015
Projected Finish: April 2016	DSA Close Out: Pending

**5. TECHNOLOGY AND APPLIED SCIENCE (TAS) SWING SPACE PROJECT**

	Original	Revision	Total
Project Budget:	\$5,807,000	\$0	\$5,807,000
State Match:	-	-	-
Basic Aid Allocation:	\$5,807,000	\$3,714,000	\$9,521,000

Budget Narrative: Budget reflects Board agenda action on 8/27/2012. 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: Schematic Design review is complete. The location of the interim Auto Tech Building is under consideration and may impact schedule and costs due to redesign at alternate location. Decision on final location expected in *late August*. *Revised Schematic Design costs will be required for revised location from existing location.*

In Progress: *Various locations within parking lot 1 are under review. Alternate Locations will minimize impact to Warehouse operations, parking, long term use for Maintenance operations after Auto Tech swing space requirements are completed, and compliance with Facilities Master Plan. Environmental, fire-life-safety, access, and budget impacts are all aspects of the alternatives under consideration*

Recently Completed: User sign-off at Village and Auto Tech swing space is complete. Geotechnical services are under contract. *One additional meeting has been held to discuss location and configuration of the Auto Tech building.*

Focus: Approve location, budget review to authorize architect to start Design Dev. phase.

Project Start: May 2012	Scheduled Finish: December 2014
Projected Finish: January 2016	DSA Close Out: Pending

**IRVINE VALLEY COLLEGE****1. PERFORMING ARTS CENTER AND PARKING LOT 5 EXTENSION**

	Original	Revision	Total
Project Budget:	\$16,304,000	\$17,309,000	\$33,613,000
State Match:	\$14,472,000	-	\$14,472,000
Basic Aid Allocation:	\$1,832,000	\$17,309,000	\$19,141,000

Budget Narrative: Budget reflects Board agenda action on 4/30/2001, 10/28/2002, 1/20/2004, 2/23/2004, 12/13/2004, and 1/31/2006. Budget also reflects reporting as shown on State Chancellor's Office FUSION report fiscal year 03-04 and 07-08.

Status: Construction complete and occupied. DSA Close Out underway. The final Notice of Completion was filed on September 24, 2007.

In Progress: There were 69 change orders requiring DSA approval. Approximately 12 remain in "Pending" status and must be closed to arrive at DSA close out.

Recently Completed:

Focus: 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	\$10,597,000	\$11,710,000

Budget Narrative: Budget reflects Board agenda action on 6/22/2004, 5/23/2005, 3/24/2008, 4/27/2009, and 5/24/2010. The original 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.

Status: After Surety takeover, the new completion date was anticipated as July 31, 2013. *The new completion is projected for September 15, 2013. This delay will not impact the projected spring occupancy, however, project related consultant agreements are under review and some may require another extension.* Construction is 90% complete.

In Progress: *Procurement is underway for the furniture, fixtures and equipment for the building. Staff has finalizing contract with Irvine Ranch Water District for non-potable water to toilets. IRWD to execute after August Board Meeting. Landscaping, building signage, commissioning and interior finishes are in progress.*

Recently Completed: *The greenhouse erection and IPE wood installation are complete.*

Focus: Correction work continues. Negotiations between Surety and District to resolve added costs of schedule delay and minimize project impacts.

Project Start: December 2008	Scheduled Finish: July 2012
Projected Finish: <i>September 15, 2013</i>	DSA Close Out: Pending

**3. FINE ARTS BUILDING**

	Original	Revision	Total
Project Budget:	\$31,451,000	\$3,541,000	\$34,992,000
Anticipated State Match:	\$28,305,000	(\$3,715,000)	\$24,590,000
Basic Aid Allocation:	\$3,200,000	\$5,697,115	\$8,897,115
Unallocated:	(\$54,000)	1,558,885	\$1,504,885

Budget Narrative: Budget reflects reporting as shown on State Chancellor’s Office FUSION report planning year 2014-15. Budget reflects Board agenda action on 3/24/2008 and 4/27/2009. On August 27, 2012, the Board approved an additional \$1,545,115 to fund the revised project budget.

Status: The District submitted a Final Project Proposal (FPP) to the State Chancellor’s Office on June 30, 2008. Funding was pushed back first to December, 2009, and again to September, 2010. The District re-submitted once more with a shift of funding to the 2013-2014 fiscal year. The State Chancellor’s office has recently adopted a new method for projecting enrollments with the expectation that projections will better align with actual enrollments. With this measure, the IVC Fine Arts project currently does not qualify for FPP approved status. If it is not funded in this fiscal year, it will not be eligible in the following FPP submittal for funding consideration.

In Progress:

Recently Completed: State Chancellor’s office provided submittal to the Legislative Analyst Office on July 1, 2013 in anticipation of a 2014 bond.

Focus: Obtain FPP approval for IVC.

Project Start: On Hold	Scheduled Finish: On Hold
Projected Finish: On Hold	DSA Close Out: Pending

**5. 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

Budget Narrative: Budget reflects Board agenda action on 4/27/2009. The current basic aid assignment of \$2,850,000 is considered sufficient to meet project costs.

Status: Plan coordination issues with the City of Irvine 98% complete.

In Progress: Finalize negotiations with the City of Irvine for easement and maintenance of landscape. Finalize negotiations with utility company for easement. Develop specifications for bid documents.

Recently Completed: Division of the State Architect complete with accessibility review.

Focus: Conclude agency negotiations and prepare documents to bid .

Project Start: March 2010	Scheduled Finish: Summer/Fall 2013
Projected Finish: <i>Early 2015</i>	DSA Close Out: Pending

**6. A400 RENOVATION AND EXPANSION PROJECT**

	Original	Revision	Total
Project Budget:	\$3,004,051	\$8,458,949	\$11,463,000
Anticipated State Match:	-	-	-
Basic Aid Allocation:	\$1,000,000	\$12,013,000	\$13,013,000

Budget Narrative: Budget reflects Board agenda action on 2/28/2011 and 8/27/2012. 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, the Board approved \$1,550,000 for furniture, fixtures and equipment.

Status: The *100%* design development documents have been submitted, and are being reviewed by District and College staff.

In Progress: *50% construction* documents are expected to be submitted *early September*.

Recently Completed: IVC Faculty/End Users accepted *50% Design Development* documents. A *second* no cost change order was issued to address minor design deviations.

Focus: Continue document development for DSA submission in *late* September 2013. *Begin furniture, fixture and equipment selection*.

Project Start: December 2012	Scheduled Finish: May 2016
Projected Finish: May 2016	DSA Close Out: Pending

**ATEP**

**1. ATEP BUILDING DEMOLITION**

	Original	Revision	Total
Project Budget:	\$7,000,000	-	\$7,000,000
Anticipated State Match:	-	-	-
Basic Aid Allocation:	\$7,000,000	-	\$7,000,000

Budget Narrative: Budget reflects Board action on 4/22/2004.

Status: Four demolition projects are complete with ATEP Building Foundations and Infrastructure Demolition *underway*.

In Progress: Contractor mobilization, clear and grub site. *State Water Board approval of Storm Water Pollution Prevention Plan (SWPPP) to move forward with grading*.

Recently Completed: ATEP Building Foundations and Infrastructure Demolition Agreement execution and insurance approvals complete.

Focus: Ensure that site is left in good condition to meet on-going maintenance needs.

Project Start: September 2010	Scheduled Finish: June 2012
Projected Finish: August 2012	DSA Close Out: N/A

**2. ATEP FIRST BUILDINGS - PHASE 3A**

	Original	Revision	Total
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Project Budget:	-	-	-
Anticipated State Match:	-	-	-
Basic Aid Allocation:	\$12,500,000	-	\$12,500,000

Budget Narrative: Budget reflects Board action on 2/28/2011. \$12,500,000 has been allocated to the Phase 3A project budget.

Status: Board approved two 30,000 square feet buildings, one for Saddleback College and one for Irvine Valley College. Board approved Design/Build as a delivery method for these projects and Criteria Architect has developed the Criteria documents. Programming completed January 2012. IVC Technical Specifications approved during A400 project development.

In Progress: Criteria Document under review between colleges and Criteria Architect.

Recently Completed: Saddleback College completed review of the technical specifications.

Focus: Development of RFP criteria documents underway with district and college facilities department participation.

Project Start: January 2013	Scheduled Finish: June 2016
Projected Finish: June 2016	DSA Close Out: Pending

**DISTRICT WIDE**

**1. 20 YEAR FACILITIES, RENOVATION AND SCHEDULED MAINTENANCE FACILITIES SYSTEM**

	Original	Revision	Total
Project Budget:	\$704,000	-	\$704,000
Anticipated State Match:	-	-	-
Basic Aid Allocation:	\$704,000	-	\$704,000

Budget Narrative: Budget reflects Board action on 6/25/2012.

Status: Consultants are continuing to move forward with the project.

In Progress: Follow-up site visits to finalize condition assessment.

Recently Completed: Draft report for Irvine Valley College and Saddleback College reviewed.

Focus: Finalize report, schedule training at college level, and upload information with State Chancellor’s Office FUSION website.

Project Start: July 2012	Scheduled Finish: June 2013
Projected Finish: June 2013	DSA Close Out: N/A

Project updates for active projects may be viewed at:  
<http://socccd.edu/businessservices/ProjectUpdates.html>.

Definitions:

Project Start:	Month Architect/Consultant(s) are brought on board for design/project
Scheduled Finish:	Assumed duration of project depending on variables, such as agency review, etc. that are outside of the control of District and consultants
Projected Finish:	Identified finish at the time of the report
DSA Close Out:	The process of sending required documents to DSA to obtain project certification. Level of project complication dictates timeframe for completing this scope of work.

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.

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Retiree (OPEB) Trust Fund  
**ACTION:** Information

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### **BACKGROUND**

In April 2008 the SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program. It was funded in June, 2008 with a deposit of \$50,791,103 and an additional deposit of \$4,618,708 on January 10, 2011.

On May 20, 2013, the Board approved funding the OPEB liability totaling \$15,889,745. On June 17, 2013, \$5,000,000 was deposited to the trust, and on July 31, 2013, an additional \$5,000,000 was deposited. The remaining funds will be deposited into the trust during August 2013. Total deposits to date are \$65,409,811.

### **STATUS**

This report is for the period ending July 31, 2013 (Exhibit A). The portfolio is comprised of 46.0% Fixed Funds (Bonds) and 54.0% Common Stocks (Domestic and International). The fair market value at July 31, 2013 is \$82,877,790. Since inception, the trust has earned a 5.80% annualized return, which is up .41% from the prior month. The annualized return is consistent with the market.

August 8, 2013

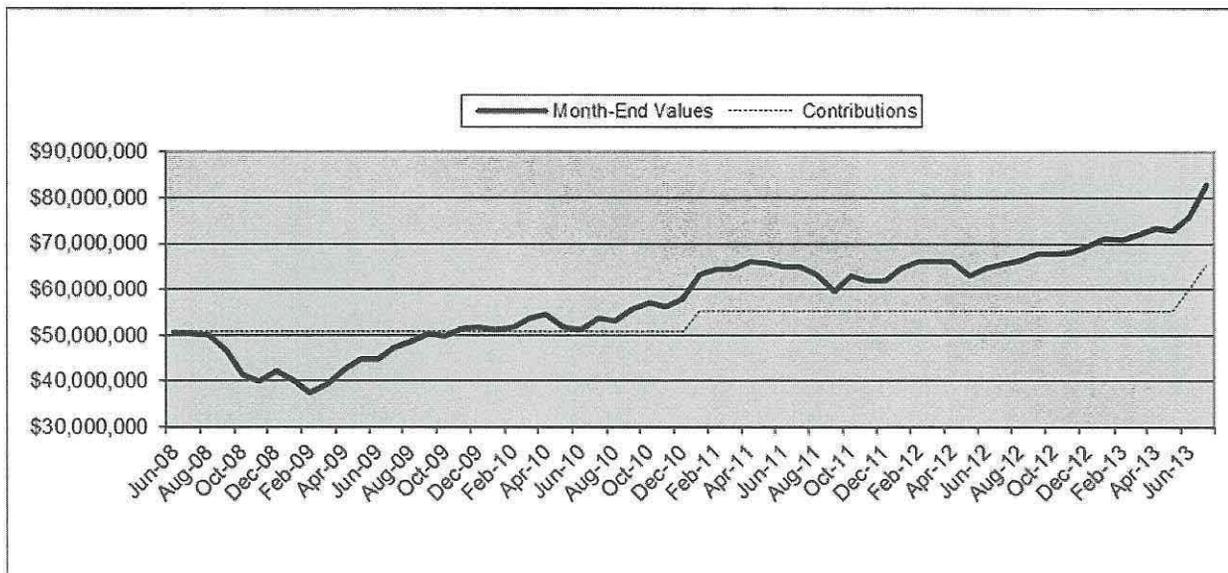
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value on July 31st of \$82,877,790.10 your portfolio was up 2.29% for the month and up 5.80% 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 (46.0%), and common stock funds (54.0%). 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 and \$5,000,000 on July 31, 2013, for a total of \$65,409,811.00. Below is the performance of your portfolio for various time frames since inception.

<i>Performance</i>	<i>July 2013</i>	<i>Year-To-Date</i>	<i>Annualized Since Inception</i>
South Orange CCCD	2.29%	4.99%	5.80% annualized return
S&P 500	5.09%	19.63%	7.93% (Domestic Stocks)
MSCI EAFE	5.28%	9.60%	0.39% (International stocks)
Barclays Aggregate	0.14%	-2.31%	5.14% (Domestic Bonds)
Barclays Global	1.26%	-3.62%	3.86% (Global Bonds)



Very truly yours,

*Scott W. Rankin*  
Scott W. Rankin  
Senior Vice President

**Benefit Trust - Retiree (OPEB) Trust****EXHIBIT A**  
**Page 2 of 2**

<b>Month - Year</b>	<b>Month-End Values</b>	<b>Contributions</b>
June-08	\$ 50,589,708	\$ 50,791,103
June-09	\$ 44,706,214	\$ 50,791,103
June-10	\$ 51,342,419	\$ 50,791,103
June-11	\$ 65,060,898	\$ 55,409,811
July-11	\$ 64,945,129	\$ 55,409,811
August-11	\$ 63,185,567	\$ 55,409,811
September-11	\$ 59,495,123	\$ 55,409,811
October-11	\$ 63,076,658	\$ 55,409,811
November-11	\$ 61,958,358	\$ 55,409,811
December-11	\$ 61,922,567	\$ 55,409,811
January-12	\$ 64,741,289	\$ 55,409,811
February-12	\$ 66,183,867	\$ 55,409,811
March-12	\$ 66,171,932	\$ 55,409,811
April-12	\$ 66,175,447	\$ 55,409,811
May-12	\$ 63,042,614	\$ 55,409,811
June-12	\$ 64,788,984	\$ 55,409,811
July-12	\$ 65,563,930	\$ 55,409,811
August-12	\$ 66,464,346	\$ 55,409,811
September-12	\$ 67,752,206	\$ 55,409,811
October-12	\$ 67,885,330	\$ 55,409,811
November-12	\$ 68,138,640	\$ 55,409,811
December-12	\$ 69,357,729	\$ 55,409,811
January-13	\$ 70,991,112	\$ 55,409,811
February-13	\$ 70,937,479	\$ 55,409,811
March-13	\$ 71,945,351	\$ 55,409,811
April-13	\$ 73,452,895	\$ 55,409,811
May-13	\$ 72,940,697	\$ 55,409,811
June-13	\$ 76,038,439	\$ 60,409,811
July-13	\$ 82,877,790	\$ 65,409,811

**TO:** Board of Trustees

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

**RE:** SOCCCD: Quarterly Investment Report

**ACTION:** Information

---

### **BACKGROUND**

Senate Bill Number 564 added Government Code Section 53646 requiring the local agencies in California, including educational institutions, to render a statement of investment policy to their local governing Board on an annual basis. In addition, a quarterly report in compliance with the investment policy is to be rendered to the governing Board with respect to the agency's investments. The Board approved the District's investment policy on September 16, 1996, and since then, quarterly reports have been rendered for the Board's information.

### **STATUS**

This report is for the quarter ending on June 30, 2013. Our cash balances at the end of June 30, 2013 were \$243,394,709.14 in the Orange County Investment Pool (OCIP) and \$25,941,117.91 in the Local Agency Investment Fund (LAIF) Pooled Investment Account. The OCIP investment pool is yielding an average of 0.31% compared to prior quarter of 0.25% and the LAIF investment pool is yielding an average of 0.24% compared to prior quarter of 0.28% for the fiscal quarter ending June 30, 2013. Both pools are highly liquid, with overnight wire transfers available upon request.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**ITEM: 7.6**  
**DATE: 8/26/13**

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Monthly Financial Status Report  
**ACTION:** Information

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### **BACKGROUND**

Monthly General Fund financial reports (EXHIBIT A) for the two colleges and the District are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance.

### **STATUS**

The reports display the adopted budget, revised budget and transactions through June 30, 2013 (EXHIBIT A). A review of current revenues and expenditures for FY 2012-2013 show they are in line with the budget and consistent with prior year trends.

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

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
General Fund Income and Expenditure Summary  
As of June 30, 2013

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>SOURCES OF FUNDS</b>					
BEGINNING FUND BALANCE:		\$ 28,459,232	28,459,232	28,459,232	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 2,703,442	2,825,884	2,073,069	73.36%
State Sources	8600-8699	12,696,260	17,938,951	16,471,837	91.82%
Local Sources	8800-8899	180,176,013	180,641,807	188,346,572	104.27%
Other Financing Sources	8900-8912			11,287	
Total Revenue		195,575,715	201,406,642	206,902,765	102.73%
INCOMING TRANSFERS	8980-8989	0	0	0	
<b>TOTAL SOURCES OF FUNDS</b>		\$ 224,034,947	229,865,874	235,361,997	102.39%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 65,200,365	65,633,864	63,172,262	96.25%
Other Staff Salaries	2000-2999	40,587,109	40,452,867	39,106,926	96.67%
Employee Benefits	3000-3999	35,985,299	40,252,764	39,400,202	97.88%
Supplies & Materials	4000-4999	5,228,645	5,392,434	2,643,214	49.02%
Services & Other Operating	5000-5999	20,879,241	20,617,617	14,462,046	70.14%
Capital Outlay	6000-6999	5,261,092	6,257,120	3,363,957	53.76%
Payments to Students	7500-7699	258,595	408,749	229,425	56.13%
Total Expenditures		\$ 173,400,346	179,015,415	162,378,032	90.71%
OTHER FINANCING USES:					
Debt Service	7100-7199	435,000	435,000	430,822	99.04%
Inter Fund Transfers Out	7300-7399	\$ 1,379,296	1,379,296	2,108,114	152.84%
Basic Aid Transfers Out	7300-7399	20,235,661	36,125,406	36,125,406	100.00%
Intra Fund Transfers Out	7400-7499	0	0	0	0.00%
Total Other Uses		22,049,957	37,939,702	38,664,342	101.91%
<b>TOTAL USES OF FUNDS</b>		195,450,303	216,955,117	201,042,374	92.67%
<b>ENDING FUND BALANCE</b>		\$ 28,584,644	12,910,757	34,319,623	
<b>RESERVES</b>					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 17,639,088	1,752,028		
Reserve for Economic Uncertainties		10,345,556	10,612,582		
College Reserves for Economic Uncertainties		600,000	546,147		
<b>TOTAL RESERVES</b>		\$ 28,584,644	12,910,757		

NOTE: As of June 30, 2012, actual revenues to date were **99.59%** and actual expenditures to date were **91.85%** of the revised budget to date.

**SADDLEBACK COLLEGE**

General Fund Income and Expenditure Summary  
As of June 30, 2013

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>SOURCES OF FUNDS</b>					
LOCATION BEGINNING BALANCE		\$ 12,646,802	12,646,802	12,646,802	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 80,013,075	81,967,792	82,449,087	100.59%
Restricted Budget Allocation		9,595,863	11,003,010	8,908,127	80.96%
Total Revenue		89,608,938	92,970,802	91,357,214	98.26%
INCOMING TRANSFERS 8980-8989		0	0	0	
<b>TOTAL SOURCES OF FUNDS</b>		<b>\$ 102,255,740</b>	<b>105,617,604</b>	<b>104,004,016</b>	<b>98.47%</b>
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries 1000-1999		\$ 42,644,862	42,954,044	40,353,035	93.94%
Other Staff Salaries 2000-2999		20,520,147	20,798,513	19,861,709	95.50%
Employee Benefits 3000-3999		20,971,457	23,012,589	22,398,794	97.33%
Supplies & Materials 4000-4999		4,105,529	4,197,509	1,751,325	41.72%
Services & Other Operating 5000-5999		9,325,821	9,003,328	6,194,080	68.80%
Capital Outlay 6000-6999		3,703,458	4,525,426	2,340,125	51.71%
Payments to Students 7500-7699		84,466	226,195	84,280	37.26%
Total Expenditures		\$ 101,355,740	104,717,604	92,983,348	88.79%
OTHER FINANCING SOURCES/(USES):					
Debt Service 7100-7199		0	0	0	
Transfers Out 7300-7399		\$ 400,000	400,000	1,060,723	265.18%
Other Transfers 7400-7499		0	0	0	
Total Other Uses		400,000	400,000	1,060,723	265.18%
<b>TOTAL USES OF FUNDS</b>		<b>101,755,740</b>	<b>105,117,604</b>	<b>94,044,071</b>	<b>89.47%</b>
<b>LOCATION OPERATING BALANCE</b>		<b>\$ 500,000</b>	<b>500,000</b>	<b>9,959,945</b>	
<b>RESERVES</b>					
Reserve for Economic Uncertainties		\$ 500,000	500,000		

NOTE: As of June 30, 2012, actual revenues to date were **99.29%** and actual expenditures to date were **88.15%** of the revised budget to date.

**IRVINE VALLEY COLLEGE**  
General Fund Income and Expenditure Summary  
As of June 30, 2013

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>SOURCES OF FUNDS</b>					
LOCATION BEGINNING BALANCE		2,870,165	2,870,165	2,870,165	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 44,737,646	45,756,794	46,585,204	101.81%
Restricted Budget Allocation		5,930,680	6,791,432	5,523,965	81.34%
Total Revenue		50,668,326	52,548,226	52,109,169	99.16%
INCOMING TRANSFERS 8980-8989		0	0	0	
<b>TOTAL SOURCES OF FUNDS</b>		<u>53,538,491</u>	<u>55,418,391</u>	<u>54,979,334</u>	99.21%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries 1000-1999		20,833,232	20,940,649	21,080,765	100.67%
Other Staff Salaries 2000-2999		12,705,378	12,309,670	12,263,628	99.63%
Employee Benefits 3000-3999		11,155,591	13,381,924	13,408,345	100.20%
Supplies & Materials 4000-4999		976,455	1,041,283	786,089	75.49%
Services & Other Operating 5000-5999		5,243,953	4,998,781	3,650,987	73.04%
Capital Outlay 6000-6999		1,185,457	1,353,087	871,683	64.42%
Payments to Students 7500-7699		174,129	182,554	145,145	79.51%
Total Expenditures		52,274,195	54,207,948	52,206,642	96.31%
OTHER FINANCING SOURCES/(USES):					
Debt Service 7100-7199		435,000	435,000	430,822	99.04%
Transfers Out 7300-7399		729,296	729,296	797,391	109.34%
Other Transfers 7400-7499		0	0	0	
Total Other Uses		1,164,296	1,164,296	1,228,213	105.49%
<b>TOTAL USES OF FUNDS</b>		<u>53,438,491</u>	<u>55,372,244</u>	<u>53,434,855</u>	96.50%
<b>LOCATION OPERATING BALANCE</b>		<u>100,000</u>	<u>46,147</u>	<u>1,544,479</u>	
<b>RESERVES</b>					
Reserve for Economic Uncertainties		<u>100,000</u>	<u>46,147</u>		

NOTE: As of June 30, 2012, actual revenues to date were **98.19%** and actual expenditures to date were **93.56%** of the revised budget to date.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.7

DATE: 8/26/13

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Quarterly Financial Status Report

ACTION: Information

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### **BACKGROUND**

Title 5, California Code of Regulations, Section 58310 requires each community college district to prepare a Quarterly Financial Status Report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor no later than forty-five days following completion of each quarter.

### **STATUS**

The California Community Colleges Quarterly Financial Status Report for SOCCCD, as of June 30, 2013 for FY 2012-2013, is attached (EXHIBIT A) for the Board of Trustees' information and review.

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

Quarterly Financial Status Report, CCFS-31 | Q  
VIEW QUARTERLY DATA

CHANGE THE PERIOD ▾

Fiscal Year: 2012-2013

Quarter Ended: (Q4) Jun 30, 2013

District: (890) SOUTH ORANGE

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2009-10	Actual 2010-11	Actual 2011-12	Projected 2012-2013
<b>I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>					
A.	<b>Revenues:</b>				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	181,588,225	179,153,234	178,949,792	192,456,242
A.2	Other Financing Sources (Object 8900)	0	0	0	3,877
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	<b>181,588,225</b>	<b>179,153,234</b>	<b>178,949,792</b>	<b>192,460,119</b>
B.	<b>Expenditures:</b>				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	136,661,585	143,192,286	138,718,862	148,087,434
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	44,656,082	41,067,999	40,871,237	37,873,228
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	<b>181,317,667</b>	<b>184,260,285</b>	<b>179,590,099</b>	<b>185,960,662</b>
C.	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	<b>270,558</b>	<b>5,107,051</b>	<b>-640,307</b>	<b>6,499,457</b>
D.	<b>Fund Balance, Beginning</b>	<b>26,572,259</b>	<b>26,842,817</b>	<b>21,735,766</b>	<b>21,095,459</b>
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	<b>26,572,259</b>	<b>26,842,817</b>	<b>21,735,766</b>	<b>21,095,459</b>
E.	<b>Fund Balance, Ending (C. + D.2)</b>	<b>26,842,817</b>	<b>21,735,766</b>	<b>21,095,459</b>	<b>27,594,916</b>
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	14.8%	11.8%	11.7%	14.8%

**II. Annualized Attendance FTES:**

G.1	Annualized FTES (excluding apprentice and non-resident)	26,233	28,199	27,828	27,803
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**III. Total General Fund Cash Balance (Unrestricted and Restricted)**

	Description	As of the specified quarter ended for each fiscal year			
		2009-10	2010-11	2011-12	2012-2013
H.1	Cash, excluding borrowed funds		29,287,915	58,147,615	29,699,290
H.2	Cash, borrowed funds only		0	0	0
H.3	<b>Total Cash (H.1+ H.2)</b>	<b>37,039,208</b>	<b>29,287,915</b>	<b>58,147,615</b>	<b>29,699,290</b>

**IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:**

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
<b>I.</b>	<b>Revenues:</b>				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	180,033,416	183,593,759	192,456,242	104.8%
I.2	Other Financing Sources (Object 8900)	0	2,685	3,877	144.4%
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	<b>180,033,416</b>	<b>183,596,444</b>	<b>192,460,119</b>	<b>104.8%</b>
<b>J.</b>	<b>Expenditures:</b>				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	150,698,570	154,045,740	148,087,434	96.1%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	21,845,661	37,735,406	37,873,228	100.4%
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	<b>172,544,231</b>	<b>191,781,146</b>	<b>185,960,662</b>	<b>97%</b>
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	<b>7,489,185</b>	<b>-8,184,702</b>	<b>6,499,457</b>	
L.	Adjusted Fund Balance, Beginning	21,095,459	21,095,459	21,095,459	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	<b>28,584,644</b>	<b>12,910,757</b>	<b>27,594,916</b>	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	16.6%	6.7%		

V. Has the district settled any employee contracts during this quarter? **NO**

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Academic		Classified		
			Permanent	Temporary			
	Total Cost Increase	% *	Total Cost Increase	Total Cost Increase	% *	Total Cost Increase	% *
<b>a. SALARIES:</b>							
Year 1:							
Year 2:							
Year 3:							
<b>b. BENEFITS:</b>							
Year 1:							
Year 2:							
Year 3:							

\* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? **NO**  
This year? **NO**  
Next year? **NO**

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

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CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-31 | Q  
CERTIFY QUARTERLY DATA

CHANGE THE PERIOD ▾

Fiscal Year: 2012-2013

Quarter Ended: (Q4) Jun 30, 2013

District: (890) SOUTH ORANGE

Your Quarterly Data is ready for certification.  
Please complete the fields below and click on the 'Certify This Quarter' button

**Chief Business Officer**

**CBO Name:**

**CBO Phone:**

**CBO Signature:**

**Date Signed:**

**Chief Executive Officer Name:**

**CEO Signature:**

**Date Signed:**

**Electronic Cert Date:**

**District Contact Person**

**Name:**

**Title:**

**Telephone:**

**Fax:**

**E-Mail:**

**Certify This Quarter**

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California Community Colleges, Chancellor's Office  
Fiscal Services Unit  
1102 Q Street, Suite 4554  
Sacramento, California 95814-6511

Send questions to:  
Christine Atalig (916)327-5772 [catalig@ccccc.edu](mailto:catalig@ccccc.edu) or Tracy Britten (916)323-6899 [tbritten@ccccc.edu](mailto:tbritten@ccccc.edu)

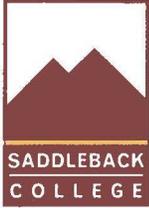
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**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** Reports from Administration and Governance Groups  
**ACTION:** None

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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



# SADDLEBACK COLLEGE

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949.582.4500 • [www.saddleback.edu](http://www.saddleback.edu)

**TO:** Members of the Board of Trustees  
Gary L. Poertner, Chancellor

**FROM:** Dr. Tod A. Burnett, President

**SUBJECT:** Report for August 26, 2013 Board of Trustees Meeting

Saddleback College's in-service week was once again a success. Thank you to faculty in-service coordinator Jane Horlings for her wonderful work in organizing the week.

During in-service week, President Burnett held a faculty breakfast on Wednesday, August 14<sup>th</sup>, an associate faculty dinner on Thursday, August 15<sup>th</sup>, and a classified staff luncheon on Friday, August 17<sup>th</sup>. At these events, Dr. Burnett presented his State of the College address, which included his top 10 projects for 2013-2014 and an overview of the Student Success Scorecard and the college's metrics in the completion rate, persistence rate, remedial rates, and CTE completions. The Transfer Center faculty and staff were also highlighted for their tremendous efforts, which led to a 37 percent increase in transfers over the past five years.

President Burnett's top ten projects for 2013-2014 are: college-wide business analyses, facilities, part-time faculty support, center for innovation in healthcare education, high school partnership program, faculty emergency training, strategic planning, student success committee, economic and workforce development plan, and enrollment management.

Saddleback College welcomed 15 new full-time faculty: Jodi Caggiano, nursing; Dr. Scott Fredrickson, business/entrepreneurship; Carrie Goulding, English composition; Edgar Haley, mathematics; Dr. Jason Hole, mathematics; Anne Lawson, nursing; Safia Mamoon, health information technology; Serena McClaine, nursing; Dr. J. Ryan McKeachie, chemistry; Dr. Brett Myhren, English composition; Shawn O'Rourke, speech/forensics; Erin O'Shea, art; Bruno Passarelli, biology; Vincent Polizzi, automotive technology; and Lindsay Steinriede, kinesiology.

Of the 15 new faculty, 33 percent have doctoral degrees, 87 percent have taught at a community college, 67 percent have taught at a university, 67 percent were adjunct faculty with the district, and combined, they have over 100 years of educational experience.

Saddleback College was pleased to welcome students to fall semester classes, which started August 19<sup>th</sup>.

Over the past five years, the Saddleback College Endowment has increased from \$497,181 to \$5.24 million, an increase of 954 percent. Scholarship awards increased from \$198,650 to \$509,790, an increase of 157 percent.

An intensive strategic planning workshop was held on Wednesday, August 14<sup>th</sup> to facilitate discussion and generate ideas for the six-year district-wide strategic plan. Faculty, staff, and management worked together to review the proposed themes and goals and propose ideas for the college and district.



# IRVINE VALLEY COLLEGE

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**TO:** Gary L. Poertner, Chancellor, and Members of the Board of Trustees

**FROM:** Glenn R. Roquemore, PhD, President *GR*

**DATE:** August 15, 2013

**SUBJECT: President's Report for the August 26, 2013 Board of Trustees Meeting**

## **IVC Psi Beta Students Honored**

Irvine Valley College students Jennifer Uhlman and Yudith Dian were recently honored by the Psi Beta National Honor Society for their outstanding scholarship, academic achievement and research. Uhlman received first place for the gold level 2013 Worth Publishers/Psi Beta Student Research Paper Award. She will receive a check for \$600 as well as a certificate of recognition. Dian received first the silver level 2013 Worth Publishers/Psi Beta Student Research Paper Award. She will receive a check for \$235 as well as a certificate of recognition. Winners' names, paper titles, and abstracts will also be printed in the Psi Beta fall newsletter and published online.

## **ACCCA Admin 101 Boot Camp**

On Sunday, July 21, there were 72 California community college leaders who participated in the Association of California Community College Administrators (ACCCA) Admin 101 week-long "boot camp" for administrators and managers of California community colleges. The program uses professional speakers and seasoned administrators to provide the essentials of good administrative practices in today's community college system. Over its past 11 years, Admin 101 has "graduated" over 600 administrators and managers who have gone on to move ahead in their careers or simply improve their job performance. IVC hosted the Sunday session which included an overview of the governance structure of the California community college system and is arguably the most complicated, if not the largest system of higher education in the country. Vice President of Student Services, Dr. Linda Fontanilla, gave the welcoming address. IVC President Glenn Roquemore is currently the 2nd Vice President of the ACCCA Board and a board member of nearby Brandman University - the location of all the instructional sessions for the Admin 101 program. A welcoming BBQ was hosted at IVC campus on that Sunday evening. The event was meant to bring trainers and participants together to network and build a sense of community among the boot camp attendees. Staff members of SOCCCD were also involved in the program, including Elizabeth Cipres, Dean, Counseling Services at IVC, a long-time volunteer coordinator of the program; David Bugay, Vice Chancellor for Human Resources, also an ACCCA Board member and on the Human Resources presenting team; and Kate Alder, CTE Grants Project Director who was a participant at this years' program.

### **IVC Hosts Summit on "The College of the Future"**

On Wednesday, July 31, Irvine Valley College hosted an all-day summit with more than 60 participants from business, higher education, K-12 education, government and the community to develop a practical vision of the College of the Future at ATEP. The summit was designed to begin the action planning for developing a regional facility that seamlessly integrates education, training and employment.

Included were South Orange County Community College District (SOCCCD) President Nancy Padberg; SOCCCD Trustee Timothy Jemal; SOCCCD Chancellor Gary Poertner; representatives of the SOCCCD District Services; Regional Occupational Programs; business; industry; the Orange County Workforce Investment Board; Vital Link of Orange County; the California Community College's State Chancellor's Office; Energy (Efficiency) & Utilities Sector Navigator, Jim Caldwell; representatives from higher education; and Irvine Valley and Saddleback College faculty, administration and managers. IVC President Glenn R. Roquemore was assisted in logistics and facilitation by Dr. Craig Hayward, Director of Research, Planning & Accreditation; Dr. David Gatewood, Dean, Business Sciences, Fine Arts & Office of Career Technical Education; Sandy Jeffries, Manager, and Monica Cataldo, Senior Administrative Assistant, Office of the President; and facilitators Becky Foreman and Eva Yakutis.

The summit was held in response to the SOCCCD Board of Trustees authorization for IVC to plan for Career and Technical Education programs in Energy, Digital Media/Entertainment, Optics, and Advanced Manufacturing in the recently-approved large (up to one-million-square-foot) build out of the ATEP campus in Tustin. It gathered participants together to conceptualize a campus like none other, envisioning an educational and physical design for the "College of the Future" at ATEP.

### **Veterans Services Center Dedication**

On August 30, IVC will mark a very important milestone: the dedication of the new Veterans Services Center. Throughout 2013, the college and its student veterans have anxiously anticipated the opening of this unique space dedicated to supporting IVC's active service members, veterans, and military dependents. IVC will hold an official ribbon cutting ceremony at 11:00 a.m. on August 30, to celebrate and inaugurate this new center. The dedication will include veterans, students, faculty, staff, administration, legislative leaders, and the community. Following the dedication, a red-ribbon cutting ceremony will be held with ambassadors from the Irvine Chamber of Commerce.

### **September 11 Commemoration**

Irvine Valley College will commemorate the twelfth anniversary of 9/11 on Wednesday, September 11, from noon to 1p.m. in the IVC Performing Arts Center. Guest speakers will include Irvine Police Chief David Maggard, Jr., Orange County Fire Authority Chief Keith Richter, and Orange County Assistant Sheriff Mark Billings. The Irvine Color Guard and David Sanford of Doctor's Ambulance, bringing the First Responders Ambulance, will both be in attendance. The observance will also include a moment of silence in commemoration of the lives lost on this day. IVC's Ceremony is open to the college and the community, and free parking will be provided

TO: Chancellor Gary Poertner  
Members of the Board of Trustees  
FROM: Dr. Randy W. Peebles, Associate Vice Chancellor  
DATE: August 14, 2013  
RE: ATEP Report for the August 26, 2013 Board of Trustees Meeting

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### **Land Exchange and Agreements Completed**

On August 9, 2013 the land exchange agreement and all the related documents between the City of Tustin and the District closed escrow and was made official by the Orange County recorder's office. This new land configuration for the District makes our property more valuable and cost effective to develop in the future. The development agreement, approved in parallel to the land exchange agreement, provides for the consistent and agreed upon use and processes for our property's future development. The City of Tustin and the District issued a joint press release announcing the accomplishment.

### **IVC College of the Future Planning Session**

At the invitation of President Roquemore, the chancellor's executive team attended a day of review and planning for the IVC College of the Future. This planning was in support of the development of CTE courses and programs for the ATEP campus using the February 2012 list of initial programs approved by the Board of Trustees. The college will be providing updates and a report of their progress with this project.

### **Chancellor's Open Session**

Dr. Fitzsimons and Dr. Peebles presented an overview of the recent ATEP land exchange and development agreements at the Chancellor's Opening Session held during flex week, launching the 2013-14 academic year. The overview also defined the next steps for the property development including the roles and responsibilities of the colleges and district services.

### **Saddleback College Staff Development Presentation**

At the invitation of President Burnett, Dr. Fitzsimons and Dr. Peebles made a presentation on ATEP planning to Saddleback faculty during flex week activities. Dr. Donna Rane-Szostak joined the presentation, sharing the work that the college has done regarding the future Center for Innovation in Healthcare Education, the first planned Saddleback College program at the ATEP site.

### **Demolition Update and Bell Avenue Planning**

The current demolition phase is progressing to the final stage of removing old building foundations, roads, sidewalks, and rough grading the property in preparation for future construction. The next phase of demolition, which includes the recently exchanged property, has gone through the planning process and will be going to bid soon with an anticipated completion date for the end of this year. This phase includes old buildings and structures that are in the path of the future Bell Avenue right of way. The completion of this phase supports the next steps for the City of Tustin to design and start construction of Bell Avenue through

our property as agreed. The city and district will share the construction costs for Bell Avenue, which will become an important transportation and access road for our future site development.

### **Navy Transfer of Leased Property**

About one half of the ATEP property remains under lease by the Navy pending review for environmental remediation prior to title transfer. We are still seven (7) to twelve (12) months away from a potential land transfer in fee title. Right now the initial remediation is complete on all of our land areas, but a series of documents needs to be finalized and approved by the Navy and other agencies to complete this transfer.

The entire ATEP site, once owned by the District with clear title, will be much easier to plan, market and develop. Future partners may have difficulty obtaining construction funding and planning on leased sites. The current Lease in Furtherance of Conveyance (LIFOC) is a normal situation in military base closures where the land transfer is guaranteed to the future owner, but is held in lease until the remediation and related documentation can be finalized. We are very close now to completing this important development step.

### **Next Steps for Planning**

With the land configuration completed, we will embark on a new phase of planning which will include: a master plan for land use and site development; site and use preferences for colleges, education partners, and commercial partners; internal streets and circulation, and design criteria and standards. In addition, the development of templates for ground lease agreements will support our plans for income generating activities on the ATEP site.