

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

AGENDA

Meeting of the Board of Trustees



Monday, October 29, 2012

Call to order: 5:00 p.m.

[Followed by Public Comments/Closed Session]

Reconvene Open Session: 6:00 p.m.

Ronald Reagan Board of Trustees, 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.

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

Board of Trustees

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



Meeting of the Board of Trustees

October 29, 2012

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

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

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- A. Public Employee Employment/Evaluation (GC Section 54957)(3)
 - 1. Public Employee Employment (2)
 - a. Director Advanced Technology
 - b. Lead Groundskeeper
 - 2. Public Employee Evaluation: Chancellor (1)
- B. Conference with Labor Negotiators (GC Section 54957.6)
 - 1. California School Employees Association (CSEA)
 - a. Agency Designated Negotiator: David Bugay, Ph.D.
 - 2. Unrepresented Employee: Chancellor
 - b. Agency Designated Negotiators: Nancy Padberg, Esq. – Board President, and Warren Kinsler, Esq. – General Counsel
- C. Conference with Legal Counsel (GC Section 54956.9)
 - 1. Anticipated Litigation/Significant Exposure to Litigation (GC Section 54956.9[b][1] and [3][C] – *Claim of Gregory Butler*

RECONVENE OPEN SESSION: 6:00 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 Invocation

Led by Trustee Marcia Milchiker

2.3 Pledge of Allegiance

Led by Trustee James Wright

2.4 **Resolutions/Commendations**

A. Resolutions: none

B. Commendations:

Irvine Valley College – Veteran Friendly Campus Plaque

Irvine Valley College – National Council for Marketing and Public Relations (NCMPR) Awards for IVC's Publication Department

2.5 **Public Comments**

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

3.0 **REPORTS**

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

A. Board Reports

B. Chancellor's Report

C. Board Request(s) for Reports

4.0 **DISCUSSION ITEMS**

4.1 **Saddleback College and Irvine Valley College: Accountability Reporting for the Community Colleges**

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

4.2 **Saddleback College and Irvine Valley College: Student Success Task Force Recommendation 2 – “Strengthen Support for Entering Students”**

Representatives from Saddleback College and Irvine Valley College will present what the colleges are doing to strengthen support for entering students.

5.0 **CONSENT CALENDAR ITEMS**

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

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

Approve minutes of a Regular Meeting held on September 24, 2012.

5.2 **Saddleback College: Grant Acceptance, Career Technical Education Teacher Preparation Pipeline (TPP) 6th Year Grant Renewal**

Accept the award of \$120,000 from the California Community College Chancellor's Office for CTE Grant 12-090-008.

- 5.3 **Saddleback College: Transfer Degrees for the Spring Semester 2012-2013 Academic Year**
Approve the proposed changes in curriculum and certificates/degrees as listed.
- 5.4 **Saddleback College: Award of Bid 2005: Printing of the Community Education Brochures**
Approve award of bid to Southwest Offset Printing in the amount of \$160,141.59.
- 5.5 **Saddleback College: Soft Drink Supplier Agreement: Amendment No. 1**
Approve Amendment No. 1 to the agreement with Bottling Group, LLC extending the agreement term by one additional year.
- 5.6 **Saddleback College: Library and Learning Resource Center Renovation: Notice of Completion**
Authorize the recording of the Notice of Completion.
- 5.7 **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.
- 5.8 **SOCCCD: Trustees' Requests for Attending Conferences.**
Approve trustees' requests for attending conferences.
- 5.9 **SOCCCD: Agreement for Special Services for ATEP Project: McKenna Long & Aldridge, LLP**
Approve the agreement with McKenna Long & Aldridge, LLP on a time spent hourly rate.
- 5.10 **SOCCCD: Budget Amendment: Adopt Resolution No. 12-33 to Amend FY 2012-2013 Adopted Budget**
Adopt resolution to amend the FY 2012-2013 adopted budget.
- 5.11 **SOCCCD: Auction No. 58 – Surplus Property**
Approve the sale of surplus property and hire a private auction firm to conduct the auction and to dispose of items not sold at the auction.
- 5.12 **ATEP: Contract for the Preparation of an Initial Study/Mitigated Negative Declaration, for the City of Tustin and SOCCCD Land Exchange**
Approve agreement with RGP for the preparation of the Initial Study/Mitigated Negative Declaration in the amount of \$112,223.
- 5.13 **ATEP: CEQA Processing and Joint Defense Agreement between the City of Tustin and SOCCCD**
Approve the agreement with the City of Tustin.

- 5.14 **SOCCCD: Transfer of Budget Appropriations**
Approve the transfer of budget appropriations.
- 5.15 **SOCCCD: Purchase Order/Confirming Requisitions**
Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P13-01527 through P13-01951 amounting to \$2,070,230.12. Approve confirming requisitions dated September 5, 2012 through October 9, 2012 totaling \$172,489.08.
- 5.16 **SOCCCD: Payment of Bills**
Approve check no. 162127 through 163377 processed through the Orange County Department of Education, totaling \$9,798,715.88; and check no. 010511 through 010530, processed through Saddleback College Community Education, totaling \$28,495.00; and check no. 009036 through 009046, processed through Irvine Valley College Community Education, totaling \$65,835.48.
- 5.17 **SOCCCD: Gifts to the District and Foundations**
Accept donations to the District and/or the Foundations as listed.
- 5.18 **SOCCCD: September/October 2012 Contracts**
Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 **Saddleback College and Irvine Valley College: 2013-2014 Faculty Hiring**
Approve the announcement and recruitment of new full-time faculty for the 2013-2014 academic year.
- 6.2 **Saddleback College: Sciences Building Preconstruction Services Agreement**
Approve agreement with C.W. Driver in the amount of \$145,175.
- 6.3 **Saddleback College: Grant Acceptance, NSF Scholarships in Science, Technology, Engineering, and Mathematics (S-STEM)**
Accept this award of \$567,473 from the National Science Foundation, Division of Undergraduate Education, for NSF Scholarships in Science, Technology, Engineering and Mathematics.
- 6.4 **SOCCCD: Board Policy Revision: BP-5300.5-Grade Changes, BP 3517-Student Organizations at Off-Campus Location**
Accept for Review & Study.
- 6.5 **SOCCCD: Request to Revise Sabbatical Project for Spring 2013**
Approve recommendation from Sabbatical Committee to revise previously approved sabbatical project.

- 6.6 **SOCCCD: Requests to Rescind Spring 2013 Sabbaticals**
Approve requests from two faculty members to rescind Spring 2013 sabbatical leave.
- 6.7 **SOCCCD: Academic Personnel Actions – Regular Items**
Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Resignation/Retirement/Conclusion of Employment.
- 6.8 **SOCCCD: Classified Personnel Actions – Regular Items**
Approve New Personnel Appointments, Authorization to Eliminate Classified Position and/or Position Numbers, Authorization to Establish and Announce a Classified Position, Authorization to Change Hours for Classified Positions, Change of Status, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Authorization to Revise a Classified Bargaining Unit Salary Schedule for Police Officers Association, Volunteers.
- 6.9 **SOCCCD: Adopt Resolution No. 12-35 Classified Employee Layoffs**
Adopt Resolution 12-35 to approve discontinuance of categorically funded classified positions.
- 6.10 **SOCCCD: Resolution No. 12–34 Retirement Incentive Program & Public Agency Retirement System (PARS) Agreement: Classified Bargaining Unit Employee Supplemental Retirement Plan**
Adopt Resolution 12-34, PARS Supplementary Retirement Plan and approval of agreement for administrative services with Phase II Systems, trust administrators.

7.0 REPORTS

- 7.1 **Saddleback College and Irvine Valley College: Report on Implementing Board of Governor’s new Registration Priority Policies**
A report on the implementation of the Board of Governor’s (BOG) new registration priority policies, per the request of Trustee Lang.
- 7.2 **SOCCCD: Proposition 32 – Prohibition on Political Contributions by Payroll Deduction and on Contributions to Candidates**
Information on ballot measure.
- 7.3 **Saddleback College and Irvine Valley College: Speakers**
A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 7.4 **SOCCCD: Basic Aid Report**

Report on projected receipts and approved projects.

7.5 SOCCCD: Facilities Plan Status Report

Status of current construction projects.

7.6 SOCCCD: Retiree (OPEB) Trust Fund

The annual report is for the period ending September 30, 2012.

7.7 SOCCCD: Quarterly Financial Status Report

This report is for the period ending September 30, 2012 for the FY 2012-2013.

7.8 SOCCCD: Monthly Financial Status Report

This report displays the adopted budget, revised budget and transactions through September 30, 2012.

7.9 Irvine Valley College: Life Sciences: Executed Take-Over Agreement

Final agreement for board review.

8.0 WRITTEN REPORTS

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

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

9.0 ADDITIONAL ITEMS

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

TO: Board of Trustees

FROM: Gary Poertner, Chancellor

RE: SOCCCD: Accountability Reporting for the Community Colleges

ACTION: Discussion

BACKGROUND

In 2004, Assembly Bill 1417 triggered the creation of a performance measurement system for the California Community Colleges known as the Accountability Reporting for the Community Colleges (ARCC). AB 1417 legislation requires that the ARCC performance indicators be discussed with the Board of Trustees.

STATUS

Exhibit A contains the ARCC executive summary and system-wide indicators. Exhibit B is the Saddleback College portion of the report, and Exhibit C is the Irvine Valley College report. Dr. Tod A. Burnett, President, Saddleback College, and Dr. Glenn R. Roquemore, President, Irvine Valley College, will present additional information on ARCC.

Focus On Results

Accountability
Reporting for the
California Community
Colleges

A Report to the Legislature,
Pursuant to AB 1417
(Pacheco, Stat. 2004, Ch. 581)



California Community Colleges Chancellor's Office

Jack Scott, Chancellor

Patrick Perry, Vice Chancellor
Technology, Research, and Information Systems

March 31, 2012

Executive Summary

Introduction

In 2004, Assembly Bill 1417 triggered the creation of a performance measurement system for the California Community Colleges (CCC). That legislation and ensuing budget action authorized the California Community Colleges Chancellor's Office (CCCCO) to design and implement a performance measurement system that contained performance indicators for the system and its colleges. As per legislative intent, the CCCCCO collaborated with the system's colleges and advisory structure, a panel of national experts, the Legislative Analyst's Office, the Department of Finance, and the Secretary of Education to formulate this comprehensive system that has become known as "ARCC" (Accountability Reporting for the Community Colleges). In recognizing that the initial report in 2007 required the CCCCCO to test innovative ideas about performance measurement and to use a massive state database, the CCCCCO completed the 2007 ARCC report as a pilot report for the Legislature. The 2012 ARCC report builds upon the prior reports through various improvements in data quality and a new year of data.

Systemwide Performance

This report will benefit policy makers by detailing many of the critical contributions that the California Community Colleges have made in recent years. The most notable findings at the state level include the following:

- A large number of Californians access and use the CCC system; participation rates are high, with about 83 out of every 1,000 people (ages 18 to 65) in the state enrolled in a CCC in 2010-2011.
- The system enrolls almost one-fourth of all 20 to 24-year olds in California, with participation rates of 236 per 1,000 for 2010-2011.
- Community college students who earned a vocational degree or certificate in 2005-2006 saw their wages jump from \$29,750 (for the last year before receipt of the award) to \$58,777 four years after earning their degree (2009), an increase of almost 100 percent.
- In 2010-2011, the system transferred more than 112,000 students to four-year institutions (public, private, in-state, and out-of-state). The California State University (CSU) system continues as the most frequent transfer destination for community college students with the enrollment of almost 57,000 students from the community colleges. Nearly 16,000 community college students enrolled in the University of California (UC) system, the state's most selective public higher education system. This figure continues a six-year trend of increasing transfers to the UC system.

Executive Summary

- In 2010-2011, the system continued to contribute to the state's health care labor force, more than 8,000 students earned degrees or certificates in nursing.
- The system's contribution in 2010-2011 to the state's workforce included more than 66,000 associate degrees and certificates in vocational/occupational areas.

College Level Performance

The bulk of the ARCC report covers each college's performance on eight critical indicators.

The table below lists the seven indicators for which ARCC has complete data. These numbers are percentages of success among target populations that the colleges and the CCCCCO jointly defined. As a quick snapshot of how the system has done on these indicators, this table displays the figures for the year in which the most recent data are available. If a person needs to analyze the performance of a specific community college, he/she should refer to the individual college rates that appear in the section for "College Level Indicators" rather than to these systemwide rates.

College Level Performance Indicator	State Rate
1. Student Progress & Achievement (2005-06 to 2010-11)	53.6%
2. Completed 30 or More Units (2005-06 to 2010-11)	73.5%
3. Fall to Fall Persistence (Fall 2009 to Fall 2010)	71.3%
4. Vocational Course Completion (2010-11)	76.7%
5. Basic Skills Course Completion (2010-11)	62.0%
6. ESL Course Improvement (2008-09 to 2010-11)	54.6%
7. Basic Skills Course Improvement (2008-09 to 2010-11)	58.6%

Because the ARCC indicators have unique definitions, we cannot compare these indicators to those generated for other states or by other studies of the California Community Colleges. The evaluation of individual college performance requires the use of the extensive tabulations that we cover next.

Each of the community colleges covered in this report has six pages of information to facilitate and stimulate discussions about college performance within each community. In these six pages per college, the report shows (1) the three-year trend for each of the seven indicators; (2) the college profile (i.e., its enrollment demographics); (3) a comparison of its performance with a peer group (i.e., colleges that have similar

Executive Summary

environments that affect an indicator); and (4) a self-assessment by each college. Together, this information provides readers with a fair and comprehensive picture of the achievements at any community college—a picture that simple scorecards or rankings would fail to present.

The ensemble of information in the six pages must act jointly as the inputs for any evaluation of a college's performance. Each piece of information contributes something to an evaluation of performance. For example, the year-to-year information alerts us to any trends that may be occurring at a college. The peer grouping information gives us a useful base of comparison (across equally advantaged institutions) for the most recent time period. The college's self-assessment substantially enhances both the year-to-year information and the peer group information by identifying the unique factors of a college that affect its performance. The college demographic profile, in turn, supplies a unique snapshot of the college's service population, information that local officials can use to evaluate community access and the overall enrollment picture.

These six pages for each college deliver the essence of the ARCC's objective for local accountability. Ideally, each college's local governing board and local community will use this package of information for data-based policy discussions. This strategy will benefit communities throughout the state because it equips them with data to address their local priorities. To ensure that this process occurs in each community, the legislation for ARCC requires each college to submit to the CCCCCO by March 15, 2013, documentation of interaction by each local board of trustees with the 2012 ARCC report.

Conclusion

This sixth year of the ARCC effort improves the annual report that provides the State Legislature and the Governor's Office an ongoing, cost-effective structure for performance improvement that respects and promotes local decision-making. Community colleges (except for Hartnell College, Gavilan College and College of the Sequoias) have already shared the 2011 report with their local board of trustees, as required, and many college administrations have subsequently begun analyses to leverage the data and findings in the ARCC project. As evidenced by the self-assessments within this report, the community colleges have used the ARCC report in different ways to learn how they can improve their performances.

Introduction to the 2012 ARCC Report

Background

This report on a set of performance indicators for the California Community Colleges (CCC) meets a legislative requirement that resulted from Assembly Bill 1417 (Pacheco, Statutes of 2004, Chapter 581). The details of the legislation appear in Appendix F of this report. For clarity's sake, we have named this reporting system *Accountability Reporting for the Community Colleges* (or ARCC). The report itself has the title of "Focus On Results." As required by the Legislature, the CCC Chancellor's Office (CCCCO) will produce this report each year and disseminate it so that each college will share the report with its local board of trustees. The Chancellor's Office will also make the report available to state government policymakers and the public at large.

The report's objectives are to make policymakers, local college officials, and elected boards aware of system and college performance in specific areas of effort and to inform the public about overall system performance. Readers will observe that the 2012 report continues to cover noncredit courses as required by Senate Bill 361 (Scott, Statutes of 2006, Chapter 631). Again, this coverage of noncredit outcomes only extends across courses designated as part of the "Enhanced Noncredit" funding. For clarity, this report refers to this group of noncredit courses as CDCP (an acronym for the objective known as Career Development and College Preparation). Readers who want additional details on CDCP performance should refer to a supplemental report that the ARCC staff produce as a follow-up to *Focus On Results*. The CCCCCO will issue this supplemental report after it has released *Focus On Results* because of scheduling and resource limitations.

Focus On Results drew upon the contributions of many parties. The framework for ARCC used the expertise of a team of researchers from the Research and Planning Group for the California Community Colleges (i.e., the RP Group), a panel of nationally recognized researchers on college performance, a statewide technical advisory workgroup, and staff at the Chancellor's Office. In Appendix H we list the individuals who played important roles in producing the 2012 ARCC Report.

How to Use This Report

We acknowledge that a variety of people will see this report, and we recognize that individuals will differ widely in their reading objectives and in their familiarity with the report's topic. With this in mind, we have tried to design the report so that policy makers at both the state and local levels will have a clear presentation of essential performance indicators for the system and for each community college within it. The body of the report emphasizes tables of summary data that provide snapshots of system and college level performance. Readers should read the brief introductions to each of these sections (system and college level) to understand their contents. These introductions cover the framework for ARCC, and they should help most readers to understand the performance indicators cited in this report. Appendix E, which presents a short list of terms and abbreviations, may also help the general reader.

We recognize that researchers, analysts, and college officials will require documentation of the methodology for the performance indicators in this report. Such technical details appear in three of the appendices. Appendix B (methods for calculating the indicators), Appendix C (regression analyses for the peer grouping), and Appendix D (cluster analyses for the peer grouping) specifically address methodological issues, and they tend to require technical knowledge on the part of the reader.

The report's first section covers the system's overall performance over time, and this will help readers to see the broad context of the system's performance. The section that follows system performance presents specific information for each college. The first two pages of college-level tables display how that college performed over time on eight basic indicators. The year-to-year figures for these performance indicators should give readers a good idea of how any given college has done during the past few years, especially in terms of its progress in areas that are generally recognized as critical in community colleges.

The third and fourth pages for each college display basic demographic data for the college's enrollment. This information will help readers understand the student population served by that college. For many readers, such information can indicate relevant aspects of a college's effectiveness (i.e., who does the college serve?), plus it can provide additional context for the reported performance indicators.

The fifth page for each college shows the "peer grouping" information for the college. On this page, readers will find a comparison of a college's performance on each of the seven indicators that have adequate data for peer grouping. For each of these seven performance indicators, we have performed a statistical analysis (peer grouping) to identify other California Community Colleges that most closely resemble the college in terms of environmental factors that have linkage to (or association with) the performance indicator. Interested readers should refer to Appendix A to see the names of the colleges that comprise each peer group. We emphasize that the peer group results are rough guides for evaluating college level performance because each college may have unique local factors that we could not analyze statistically for the peer group identification. Because year-to-year stability in peer grouping facilitates local planning and analysis, the 2012 peer groups will remain the same as they were in the 2009 ARCC report. Also, this report will continue to omit from peer grouping the indicator for Career Development and College Preparation (CDCP, or Enhanced Noncredit) courses.

The sixth page for a college shows that college's self-assessment. This brief statement from the college administration may note, among other things, unique factors that our statistical analysis may have missed. The self-assessment is important because it may help to explain the performance figures for a college. The ARCC staff in the Chancellor's Office do not edit these self-assessments from the college administrators, and the only requirement for the content is that it stay within a 500-word limit. Because the word limit forces the self-assessment to focus upon a few basic points, some readers may wish to follow-up with a college that may have other analyses or data that it could not include in the ARCC's brief self-assessment.

The best use of the ARCC Report requires the integration of information from various parts of the report. Judgments about the performance of any particular college should especially pay attention to the sections on year-to-year performance, peer group comparison, enrollment demographics, and the college self-assessment. A focus upon only one of these pieces of information will probably provide an incomplete evaluation of college performance, and this may lead one to make unfair judgments about an institution. Consequently, we hope that users of this report will maintain this multi-dimensional viewpoint (from the different report sections) as they draw their conclusions or as they communicate about the report to other people.

The 2012 report contains numerous changes to past data as well as new data for the most recent academic year. For this reason, analysts should rely primarily upon the 2012 report instead of data from prior ARCC reports. The Chancellor's Office MIS (Management Information System) unit has continued to implement various data improvements that are virtually impossible to complete within a narrow time frame.

Additional information about ARCC is available on the ARCC website:

<http://www.cccco.edu/OurAgency/TechResearchInfo/ResearchandPlanning/ARCC/tabid/292/Default.aspx>

If you have any questions or comments about the report, please e-mail them to:

arcc@cccco.edu.

ARCC 2012 Report: An Introduction to the Systemwide Indicators

The Accountability Reporting for the Community Colleges (ARCC) framework specifies that community college performance data should be aggregated, analyzed, and reported at two levels: the individual college level (college level indicators) and across the community college system (systemwide indicators).

Tables 1 through 18 and Figures 1 through 6 in the following section of the ARCC report present results for the seven performance indicators chosen for **systemwide** accountability reporting organized into four major categories:

- Student Progress and Achievement – Degree/Certificate/Transfer
- Student Progress and Achievement – Vocational/Occupational/Workforce Development
- Pre-Collegiate Improvement – Basic Skills and ESL
- Participation Rates

The seven performance indicators presented in this section are:

1. The annual number and percentage of baccalaureate students graduating from UC and CSU who attended a California Community College
2. The annual number of Community College transfers to four-year institutions
3. The transfer rate to four-year institutions from the California Community College System
4. The annual number of degrees/certificates conferred by vocational programs
5. The increase in wages following completion of a vocational degree/certificate
6. The annual number of basic skills improvements
7. Systemwide participation rates per 1,000 population (by selected demographics).

The data sources and methodology for each of the indicators can be found in Appendix B.

The time periods and data sources differ across performance indicators so it is important to pay attention to the dates and information specified in the column headings and titles for each table or figure.

Note that these systemwide indicators are not simply statewide aggregations of the college level indicators presented elsewhere in this report. Some systemwide indicators cannot be broken down to a college level or do not make sense when evaluated on a college level. For example, students may transfer or attend courses across multiple community colleges during their period of enrollment and their performance outcomes must be analyzed using data from several community colleges rather than from an individual college.

Beginning with the 2010 ARCC report, additional analysis revealed that a data-reporting artifact may occur for the year that an institution joins the National Student Clearinghouse (NSC). All of the matches that occur for that institution from previous

years (a cumulative count that spans pre-NSC membership years) would be reported by the NSC as transfers for that first year. To eliminate this artifact from the ARCC report, we zero out the transfer count for the first year that an institution joins the NSC.

ARCC 2012 Report: Systemwide Indicators

Student Progress and Achievement: Degree/Certificate/Transfer

Figure 1:

Annual Number of California State University (CSU) and University of California (UC) Baccalaureate Students from 2005-2006 to 2010-2011 Who Attended a California Community College (CCC)

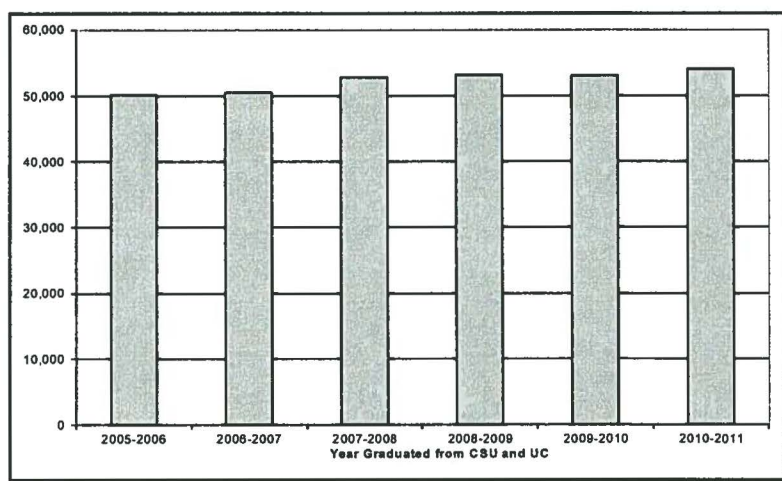


Table 1:

Annual Number of California State University (CSU) and University of California (UC) Baccalaureate Students from 2005-2006 to 2010-2011 Who Attended a California Community College (CCC)

Year Graduated From CSU or UC

	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
Total BA/BS (CSU & UC)	110,990	112,474	115,548	117,309	120,274	124,666
Total Who Attended CCC	50,248	50,611	52,825	53,238	53,124	54,090
CSU and UC Percent	45.3%	45.0%	45.7%	45.4%	44.2%	43.4%

Table 2:

Annual Number and Percentage of CSU Baccalaureate Students from 2005-2006 to 2010-2011 Who Attended a CCC

Year Graduated From CSU

	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
Total BA/BS from CSU	69,350	70,887	73,132	74,643	75,418	77,731
Total Who Attended CCC	38,365	38,827	40,337	40,968	40,606	40,831
CSU Percent	55.3%	54.8%	55.2%	54.9%	53.8%	52.5%

Table 3:

Annual Number and Percentage of UC Baccalaureate Students from 2005-2006 to 2010-2011 Who Attended a CCC

Year Graduated From UC

	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
Total BA/BS from UC	41,640	41,587	42,416	42,666	44,856	46,935
Total Who Attended CCC	11,883	11,784	12,488	12,270	12,518	13,259
UC Percent	28.5%	28.3%	29.4%	28.8%	27.9%	28.2%

Results:

Figure 1 and Table 1 present a slight increase in 2010-2011 of the annual number of California State University (CSU) and University of California (UC) baccalaureate degree recipients who attended a California Community College (CCC). However, Table 1 also reflects a small decrease in the percentage of graduates who originally attended a CCC beginning in 2008-2009. Table 2 displays the annual number and percentage of CSU students and Table 3 portrays the UC students.

For Methodology and Data Source, see Appendix B.



ARCC 2012 Report: Systemwide Indicators

Student Progress and Achievement: Degree/Certificate/Transfer

Figure 2:
Annual Number of California
Community College Transfers to
Baccalaureate Granting Institutions
from 2005-2006 to 2010-2011

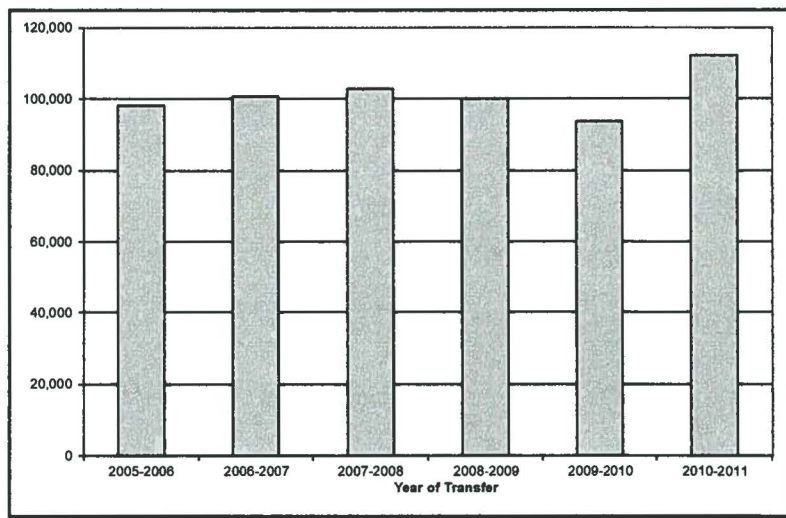


Table 4:
Annual Number of California
Community College Transfers to
Baccalaureate Granting Institutions
from 2005-2006 to 2010-2011

Year of Transfer						
	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
Total Transfers	98,254	100,689	102,785	100,086	93,666	112,327

Table 5:
Annual Number of California Community
College Transfers to California State University
(CSU), University of California (UC), In-State
Private (ISP) and Out-of-State (OOS)
Baccalaureate Granting Institutions

Year of Transfer						
	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
CSU Transfers	52,641	54,391	54,971	49,770	37,674	56,959
UC Transfers	13,510	13,871	13,909	14,059	14,702	15,976
ISP Transfers	19,433	19,338	19,996	20,919	23,812	20,428
OOS Transfers	12,670	13,089	13,909	15,338	17,478	18,964

Results:

Figure 2 and Table 4 feature the annual number of California Community College (CCC) transfers to four-year institutions across six years. Table 5 displays the annual number of transfers for four segments, California State University (CSU); University of California (UC); In-State Private (ISP); and Out-of-State (OOS) four-year institutions.

For Methodology and Data Source, see Appendix B.



Student Progress and Achievement: Degree/Certificate/Transfer

Figure 3:
Annual Number of California Community
College Transfers to California State University
(CSU) from 2005-2006 to 2010-2011

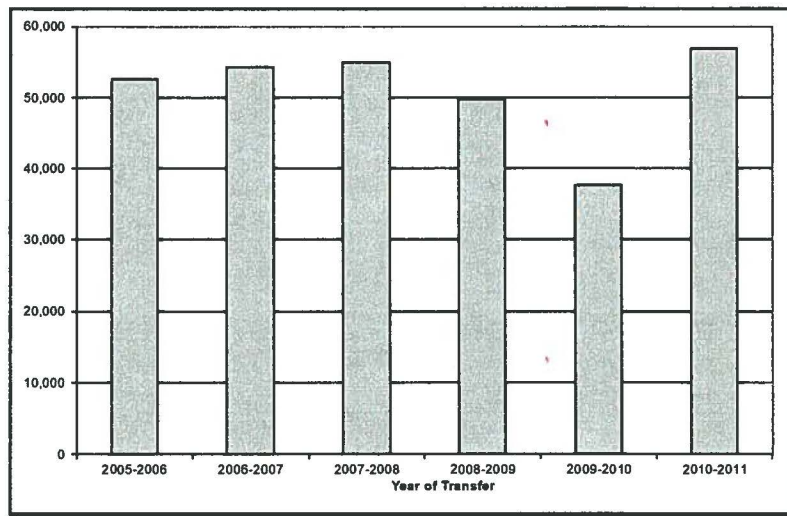


Table 6:
Annual Number of California Community
College Transfers to California State University
(CSU) from 2005-2006 to 2010-2011

Year of Transfer						
	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
CSU Transfers	52,641	54,391	54,971	49,770	37,674	56,959

Results:

Figure 3 and Table 6 display the annual number of California Community College (CCC) transfers to California State University (CSU). The number of transfers increased from 2005-2006 to 2007-2008 but decreases the subsequent two years (2008-2009 and 2009-2010) before increasing substantially in 2010-2011.

For Methodology and Data Source, see Appendix B.



Student Progress and Achievement: Degree/Certificate/Transfer

Figure 4:
Annual Number of California Community
College Transfers to the University of
California (UC) from 2005-2006 to 2010-2011

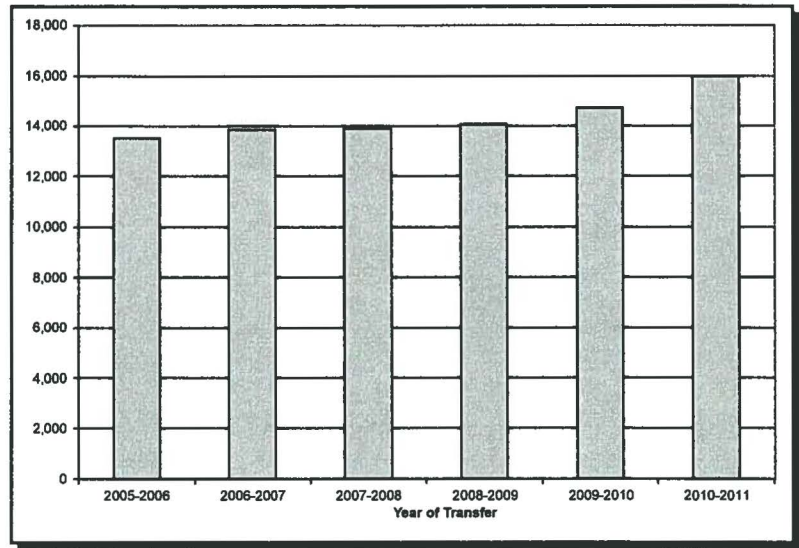


Table 7:
Annual Number of California Community
College Transfers to the University of
California (UC) from 2005-2006 to 2010-2011

Year of Transfer						
	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
UC Transfers	13,510	13,871	13,909	14,059	14,702	15,976

Results:

Figure 4 and Table 7 illustrate the annual number of California Community College (CCC) transfers to University of California (UC). The number of transfers increases across the six-year period.

For Methodology and Data Source, see Appendix B.



Student Progress and Achievement: Degree/Certificate/Transfer

Figure 5:
Annual Number of California Community College Transfers to In-State Private (ISP) and Out-of-State (OOS) Baccalaureate Granting Institutions from 2005-2006 to 2010-2011

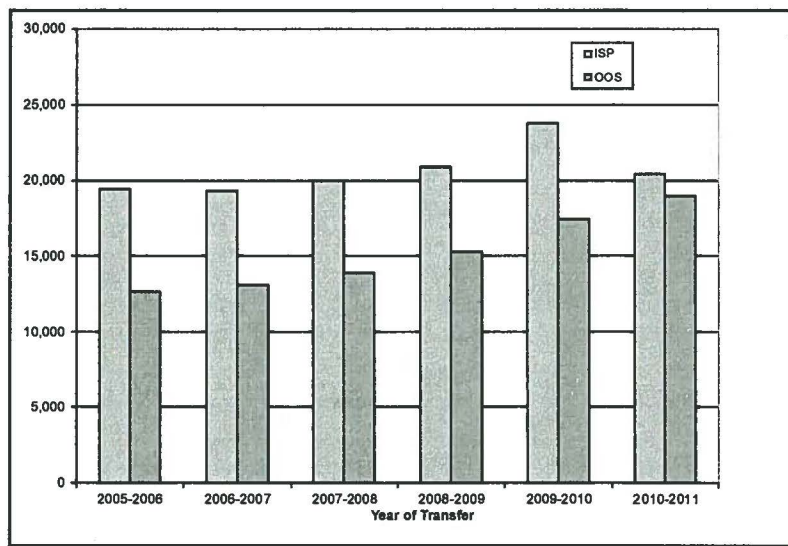


Table 8:
Annual Number of California Community College Transfers to In-State Private (ISP) and Out-of-State (OOS) Baccalaureate Granting Institutions from 2005-2006 to 2010-2011

	Year of Transfer					
	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
ISP Transfers	19,433	19,338	19,996	20,919	23,812	20,428
OOS Transfers	12,670	13,089	13,909	15,338	17,478	18,964

Results:

The annual number of California Community College (CCC) transfers to In-State Private (ISP) and Out-of-State (OOS) four-year institutions is displayed in Figure 5 and Table 8.

For Methodology and Data Source, see Appendix B.



Student Progress and Achievement: Degree/Certificate/Transfer

Table 9:
Transfer Rate to Baccalaureate Granting
Institutions

Percentage of first-time students with a minimum of 12 units earned who attempted transfer-level Math or English during enrollment who transferred to a Baccalaureate granting institution within six years.

	2003-2004 to 2008-2009	2004-2005 to 2009-2010	2005-2006 to 2010-2011
Transfer Rate	41.2%	41.2%	41.7%

Results:

Table 9 reflects the statewide transfer rate to four-year institutions for three different cohorts of first-time students. The cohorts include students who earned at least 12 units and who attempted transfer-level Math or English during the six-year enrollment period.

For Methodology and Data Source, see Appendix B



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Student Progress and Achievement: Vocational / Occupational / Workforce Development

Table 10: Annual Number of Vocational Awards by Program from 2008-2009 to 2010-2011 (Program Title based on four-digit TOP Code, Alphabetical Order)

Includes Certificates Requiring Fewer Than 18 Units

Program Title	Total Credit Awards			AA/AS Degrees			Certificates (Credit)		
	2008-2009	2009-2010	2010-2011	2008-2009	2009-2010	2010-2011	2008-2009	2009-2010	2010-2011
Accounting	2,553	2,669	3,027	1,042	1,086	1,287	1,511	1,583	1,740
Administration of Justice	6,191	5,542	5,412	2,084	2,322	2,431	4,107	3,220	2,981
Aeronautical and Aviation Technology	332	387	491	51	48	71	281	339	420
Agricultural Power Equipment Technology	97	80	96	14	11	11	83	69	85
Agriculture Business, Sales and Service	98	73	87	63	64	77	35	9	10
Agriculture Technology and Sciences, General	50	29	51	26	22	34	24	7	17
Animal Science	495	477	505	324	286	313	171	191	192
Applied Design	21	9	11	5	7	8	16	2	3
Applied Photography	148	211	241	66	97	73	82	114	168
Architecture and Architectural Technology	444	400	439	212	196	227	232	204	212
Athletic Training and Sports Medicine	21	16	23	17	16	23	4	0	0
Automotive Collision Repair	173	139	234	27	26	24	146	113	210
Automotive Technology	1,889	2,044	2,689	328	307	312	1,561	1,737	2,377
Aviation and Airport Management and Services	173	212	240	116	119	140	57	93	100
Banking and Finance	57	67	56	34	25	27	23	42	29
Biotechnology and Biomedical Technology	101	188	161	27	46	43	74	142	118
Business Administration	2,703	3,180	3,500	2,360	2,746	3,010	343	434	490
Business and Commerce, General	1,459	1,646	1,644	1,296	1,462	1,459	163	184	185
Business Management	2,096	1,510	1,596	884	846	894	1,212	664	702
Cardiovascular Technician	142	159	70	62	54	38	80	105	32
Chemical Technology	5	10	4	3	5	2	2	5	2
Child Development/Early Care and Education	7,142	5,990	6,222	1,897	1,795	1,859	5,245	4,195	4,363
Civil and Construction Management Technology	552	515	477	120	123	128	432	392	349
Commercial Art	55	56	52	39	31	23	16	25	29
Commercial Music	312	241	307	56	66	80	256	175	227
Community Health Care Worker	8	17	67	3	3	4	5	14	63
Computer Information Systems	576	567	538	314	312	298	262	255	240
Computer Infrastructure and Support	561	677	716	201	245	238	360	432	478
Computer Software Development	357	285	312	92	121	122	265	164	190
Construction Crafts Technology	1,168	948	1,011	130	117	147	1,038	831	864



Chancellor's Office
California Community Colleges

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Table 10 (continued)

Program Title	Total Credit Awards			AA/AS Degrees			Certificates (Credit)		
	2008-2009	2009-2010	2010-2011	2008-2009	2009-2010	2010-2011	2008-2009	2009-2010	2010-2011
Cosmetology and Barbering	1,538	1,552	1,453	91	108	113	1,447	1,444	1,340
Customer Service	5	8	19	1	0	1	4	8	18
Dental Occupations	927	1,021	898	426	417	382	501	604	516
Diagnostic Medical Sonography	74	71	95	47	25	40	27	46	55
Diesel Technology	261	248	236	49	36	33	212	212	203
Digital Media	558	614	719	241	220	261	317	394	458
Drafting Technology	528	575	472	174	194	177	354	381	295
Educational Aide (Teacher Assistant)	103	49	75	22	27	35	81	22	40
Educational Technology	2	3	10	1	1	0	1	2	10
Electro-Mechanical Technology	28	45	30	6	10	3	22	35	27
Electro-Neurodiagnostic Technology		19	2		19	2		0	0
Electrocardiography	20	20	67	0	0	0	20	20	67
Electronics and Electric Technology	956	938	889	232	216	235	724	722	654
Emergency Medical Services	1,934	1,534	1,540	6	2	4	1,928	1,532	1,536
Engineering Technology, General	20	25	30	12	14	21	8	11	9
Environmental Control Technology	479	533	620	56	73	110	423	460	510
Environmental Technology	120	206	159	10	22	43	110	184	116
Family and Consumer Sciences, General	116	91	89	115	89	83	1	2	6
Family Studies	43	9	23	42	8	19	1	1	4
Fashion	406	339	433	120	138	188	286	201	245
Fire Technology	2,786	2,921	2,910	883	985	1,095	1,903	1,936	1,815
Food Processing and Related Technologies		1	2		1	0		0	2
Forestry	50	29	53	21	12	18	29	17	35
Gerontology	75	98	103	16	16	18	59	82	85
Graphic Art and Design	350	447	406	160	213	217	190	234	189
Health Information Technology	175	297	363	49	99	121	126	198	242
Health Occupations, General	59	66	196	46	42	135	13	24	61
Health Professions, Transfer Core Curriculum	291	323	493	286	321	465	5	2	28
Horticulture	346	405	450	121	129	124	225	276	326
Hospital and Health Care Administration		2			1			1	
Hospital Central Service Technician	36	43	21	0	0	0	36	43	21



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Table 10 (continued)

Program Title	Total Credit Awards			AA/AS Degrees			Certificates (Credit)		
	2008-2009	2009-2010	2010-2011	2008-2009	2009-2010	2010-2011	2008-2009	2009-2010	2010-2011
Hospitality	403	344	395	116	112	133	287	232	262
Human Services	1,479	1,747	1,753	441	557	564	1,038	1,190	1,189
Industrial Systems Technology and Main.	91	121	125	8	21	17	83	100	108
Information Technology, General	156	136	110	2	1	17	154	135	93
Instrumentation Technology	2	2	2	1	1	2	1	1	0
Insurance	7	3	4	2	0	1	5	3	3
Interior Design and Merchandising	415	427	341	161	144	123	254	283	218
International Business and Trade	296	143	111	47	46	33	249	97	78
Journalism	90	108	106	66	80	73	24	28	33
Labor and Industrial Relations	11	22	12	3	2	2	8	20	10
Laboratory Science Technology	15	19	15	7	6	4	8	13	11
Legal and Community Interpretation	50	67	51	9	14	6	41	53	45
Library Technician (Aide)	143	173	147	32	33	43	111	140	104
Logistics and Materials Transportation	37	57	67	3	4	10	34	53	57
Manufacturing and Industrial Technology	889	793	869	146	149	164	743	644	705
Marine Technology		23	47		7	6		16	41
Marketing and Distribution	228	309	335	103	145	153	125	164	182
Mass Communications	5	2	7	4	1	7	1	1	0
Massage Therapy	40	42	68	9	8	20	31	34	48
Medical Assisting	922	1,025	978	130	175	233	792	850	745
Medical Laboratory Technology	126	110	114	16	20	21	110	90	93
Mortuary Science	51	55	58	51	55	58	0	0	0
Natural Resources	63	63	75	38	32	44	25	31	31
Nursing	8,519	8,388	8,077	5,974	6,233	5,869	2,545	2,155	2,208
Nutrition, Foods, and Culinary Arts	1,228	1,447	1,563	157	203	271	1,071	1,244	1,292
Occupational Therapy Technology	66	68	82	65	68	82	1	0	0
Ocean Technology	6	10	6	4	3	3	2	7	3
Office Technology/Office Computer Apps.	1,548	1,463	1,474	428	431	435	1,120	1,032	1,039
Orthopedic Assistant	12	8	11	5	4	3	7	4	8
Other Agriculture and Natural Resources	11	13	20	7	8	5	4	5	15
Other Architecture and Environmental Design	2	2	3	0	0	0	2	2	3



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Table 10 (continued)

Program Title	Total Credit Awards			AA/AS Degrees			Certificates (Credit)		
	2008-2009	2009-2010	2010-2011	2008-2009	2009-2010	2010-2011	2008-2009	2009-2010	2010-2011
Other Business and Management	290	298	309	258	270	252	32	28	57
Other Commercial Services	0	0	0	0	0	0	0	0	0
Other Engineering and Related Ind. Tech.	111	99	79	39	52	28	72	47	51
Other Family and Consumer Sciences	1			0			1		
Other Fine and Applied Arts	6	4	8	2	2	5	4	2	3
Other Health Occupations	89	99	133	0	0	0	89	99	133
Other Information Technology	126	65	76	0	2	0	126	63	76
Other Media and Communications	4	10	13	0	0	0	4	10	13
Other Public and Protective Services	95	58	6	2	0	1	93	58	5
Paralegal	841	928	1,003	357	404	432	484	524	571
Paramedic	439	395	424	73	80	100	366	315	324
Pharmacy Technology	188	234	267	53	72	66	135	162	201
Physical Therapist Assistant	103	83	87	103	83	87	0	0	0
Physicians Assistant	69	68	73	10	4	11	59	64	62
Plant Science	36	21	51	14	16	19	22	5	32
Polysomnography	8	1	14	8	1	14	0	0	0
Printing and Lithography	47	54	49	9	9	12	38	45	37
Psychiatric Technician	562	525	472	55	110	85	507	415	387
Public Administration	34	81	89	14	12	18	20	69	71
Public Relations	3	3		1	1		2	2	
Radiation Therapy Technician	9	3	4	7	0	4	2	3	0
Radio and Television	243	281	339	106	147	153	137	134	186
Radio, Motion Picture and Television	1			0			1		
Radiologic Technology	577	555	618	390	378	444	187	177	174
Real Estate	444	391	380	180	152	129	264	239	251
Respiratory Care/Therapy	588	550	532	424	426	414	164	124	118
Special Education	35	33	39	20	20	19	15	13	20
Speech/Language Pathology & Audiology	126	191	175	82	123	135	44	68	40
Surgical Technician	49	43	62	10	11	30	39	32	32
Technical Communication	14	34	2	3	5	0	11	29	2
Technical Theater	34	41	45	8	23	16	26	18	29



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Table 10 (continued)

Program Title	Total Credit Awards			AA/AS Degrees			Certificates (Credit)		
	2008-2009	2009-2010	2010-2011	2008-2009	2009-2010	2010-2011	2008-2009	2009-2010	2010-2011
Travel Services and Tourism	156	160	148	45	43	29	111	117	119
Viticulture, Enology, and Wine Bus.	29	38	64	18	14	28	11	24	36
Vocational ESL	0	0	0	0	0	0	0	0	0
Water and Wastewater Technology	225	275	335	70	76	79	155	199	256
World Wide Web Admin.	42	60	65	7	10	5	35	50	60
Total	64,800	63,747	66,122	25,529	27,151	28,363	39,271	36,596	37,759

Results:

Table 10 shows the numbers of awards issued by 128 vocational programs across the three most recent academic years, organized alphabetically by program title. The columns under "Total Credit Awards" (i.e., columns 2, 3, and 4) are the sums of degrees plus certificates for the specified years. Totals for all programs are presented in the last row of the table. Degrees make up about 39 to 43 percent of the credit awards issued, with certificates making up 57 to 61 percent.

For Methodology and Data Source, see Appendix B.



Student Progress and Achievement: Vocational / Occupational / Workforce Development

Table 11: "Top 25" Vocational Programs in 2010-2011, by Volume of Total Awards

Includes Certificates Requiring Fewer Than 18 Units

	Program Title	Total Credit Awards 2010-2011	AA/AS Degrees 2010-2011	All Certificates (Credit) 2010-2011
1	Nursing	8,077	5,869	2,208
2	Child Development/Early Care and Education	6,222	1,859	4,363
3	Administration of Justice	5,412	2,431	2,981
4	Business Administration	3,500	3,010	490
5	Accounting	3,027	1,287	1,740
6	Fire Technology	2,910	1,095	1,815
7	Automotive Technology	2,689	312	2,377
8	Human Services	1,753	564	1,189
9	Business and Commerce, General	1,644	1,459	185
10	Business Management	1,596	894	702
11	Nutrition, Foods, and Culinary Arts	1,563	271	1,292
12	Emergency Medical Services	1,540	4	1,536
13	Office Technology/Office Computer Applications	1,474	435	1,039
14	Cosmetology and Barbering	1,453	113	1,340
15	Construction Crafts Technology	1,011	147	864
16	Paralegal	1,003	432	571
17	Medical Assisting	978	233	745
18	Dental Occupations	898	382	516
19	Electronics and Electric Technology	889	235	654
20	Manufacturing and Industrial Technology	869	164	705
21	Digital Media	719	261	458
22	Computer Infrastructure and Support	716	238	478
23	Environmental Control Technology	620	110	510
24	Radiologic Technology	618	444	174
25	Computer Information Systems	538	298	240

Results:

As shown in Table 11, Nursing programs issued the highest total number of awards in 2010-2011 (i.e., degrees plus certificates), primarily in the form of AA/AS degrees. Child Development/Early Care and Education programs issued the second highest total number of awards, primarily certificates, followed by Administration of Justice programs. The highest number of AA/AS degrees was issued in Nursing, followed by Business Administration.

For Methodology and Data Source, see Appendix B.



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Student Progress and Achievement: Vocational / Occupational / Workforce Development

Fig. 6a: Wages for Students Attaining Award in 2003-2004

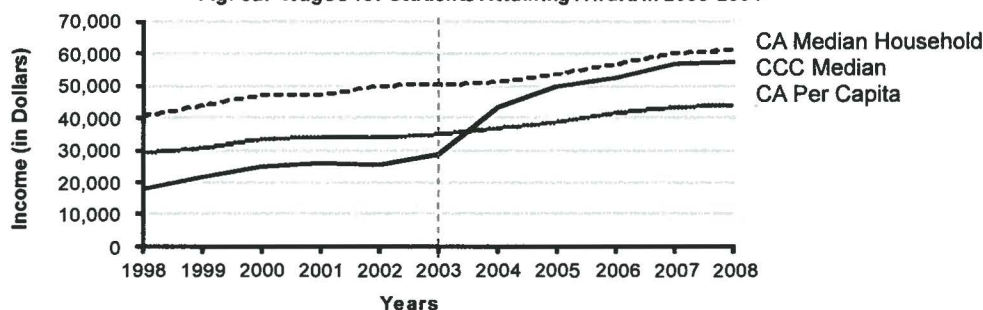


Fig. 6b: Wages for Students Attaining Award in 2004-2005

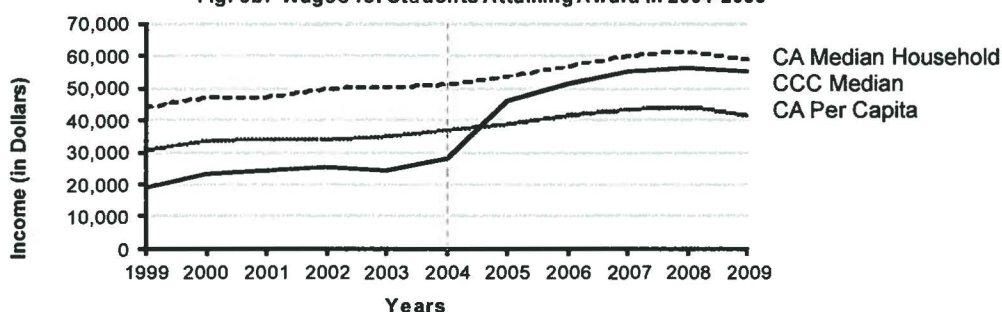
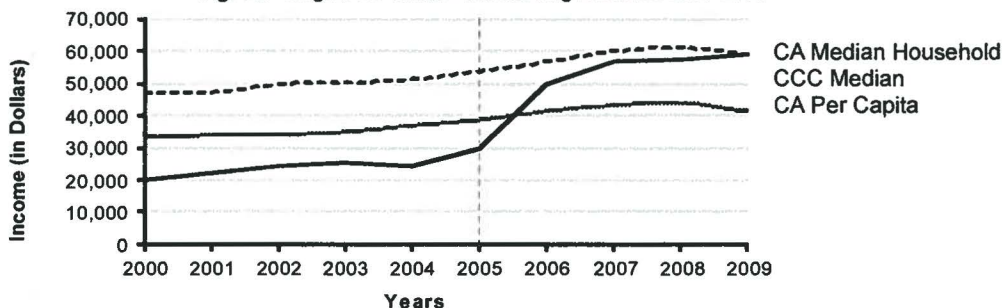


Fig. 6c: Wages for Students Attaining Award in 2005-2006



Results:

Figures 6a, 6b, and 6c represent wage trends for students attaining a vocational degree or certificate in (a) 2003-2004, (b) 2004-2005, and (c) 2005-2006. The dashed vertical line in each figure signifies the award year for each cohort. The trend lines for CCC Median Wages in Figure 6 (solid line) suggest that students receiving vocational awards from community college programs generally experience wage gains in the years following award attainment for which wage data are available. We include trend lines for California Median Household Income (dashed line) and California Per Capita Income (dotted line) to provide additional perspective.

While there are several important caveats to the CCC Median Wage trends shown in these figures, the lines indicate a noticeable "jump" in median wages that occurs following receipt of an award. This jump takes place for all three wage cohorts (2003-2004, 2004-2005, and 2005-2006). The wage trends continue at that higher level across the years for which we have post-award wage data.

For Methodology and Data Source, see Appendix B.



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Student Progress and Achievement: Vocational / Occupational / Workforce Development

Table 12a: Income for Students Attaining a Degree or Certificate in 2003-2004
(N = 5,136)
(Data for Figure 6a)

	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
CA Median Household Income	40,600	43,800	46,900	47,177	49,738	50,220	51,185	53,629	56,645	59,948	61,021
CA Per Capita Income	29,195	30,679	33,404	33,896	34,049	34,975	36,887	38,731	41,518	43,211	43,993
CCC Median Income	17,794	21,668	24,912	25,897	25,602	28,476	43,538	49,617	52,748	56,681	57,192

Table 12b: Income for Students Attaining a Degree or Certificate in 2004-2005
(N = 5,433)
(Data for Figure 6b)

	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
CA Median Household Income	43,800	46,900	47,177	49,738	50,220	51,185	53,629	56,645	59,948	61,021	58,931
CA Per Capita Income	30,679	33,404	33,896	34,049	34,975	36,887	38,731	41,518	43,211	43,993	41,353
CCC Median Income	18,976	23,096	24,272	25,358	24,544	28,254	45,846	51,407	55,366	56,286	55,199

Table 12c: Income for Students Attaining a Degree or Certificate in 2005-2006
(N = 5,180)
(Data for Figure 6c)

	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
CA Median Household Income	46,900	47,177	49,738	50,220	51,185	53,629	56,645	59,948	61,021	58,931
CA Per Capita Income	33,404	33,896	34,049	34,975	36,887	38,731	41,518	43,211	43,993	41,353
CCC Median Income	20,164	22,299	24,322	25,148	24,371	29,750	49,898	56,566	57,580	58,777

Results:

The data in Tables 12a, 12b, and 12c above were used to develop the trend lines depicted in Figures 6a, 6b, and 6c of this report. The last data row of each table, CCC Median Wage, contains the annual median wages for a cohort of students who received any vocational award during a particular cohort year (2003-2004, 2004-2005, 2005-2006). Data on California Median Household Income and Per Capita Income are included to provide additional perspective on the income trends.

For Methodology and Data Source, see Appendix B.



Pre-Collegiate Improvement: Basic Skills and ESL

Table 13:
Annual Number of Credit Basic Skills
Improvements

The number of students completing coursework at least one level above their prior basic skills enrollment within the three-year cohort period.

	2006-2007 to 2008-2009	2007-2008 to 2009-2010	2008-2009 to 2010-2011
Number of Students	104,343	111,858	124,522

Results:

As Table 13 indicates, the statewide annual number of students completing coursework at least one level above their prior credit basic skills enrollment coursework increased moderately from the first cohort (2006-2007 to 2008-2009) to the second cohort (2007-2008 to 2009-2010), with a considerably larger increase from the second cohort to the most recent cohort (2008-2009 to 2010-2011). Note that, as of 2010, changes in coding for Basic Skills courses (Course Prior to College Level, "CB21") in the Chancellor's Office Management Information System (MIS) and changes in the Taxonomy of Programs (TOP) codes for Basic Skills might have contributed to the marked changes in the numbers of basic skills improvements.

For Methodology and Data Source, see Appendix B.



Participation Rates

Table 14:
Systemwide Participation Rate Per 1,000
Population

	2008-2009	2009-2010	2010-2011
Systemwide Participation Rate	89.7	84.6	82.8

Table 15:
Participation Rates by Age Group Per 1,000
Population

	2008-2009	2009-2010	2010-2011
18 to 19	339.4	319.7	310.5
20 to 24	242.9	237.2	236.4
25 to 29	124.8	117.2	115.4
30 to 34	78.6	74.2	73.7
35 to 39	55.9	50.5	49.4
40 to 49	42.3	37.9	36.1
50 to 65	28.8	24.7	22.3

Table 16:
Participation Rates by Gender Per 1,000
Population

	2008-2009	2009-2010	2010-2011
Female	98.1	91.8	89.2
Male	81.5	77.5	76.6

Table 17:
Participation Rates by Ethnicity Per 1,000
Population

	2008-2009	2009-2010	2010-2011
Asian	115.9	105.1	98.9
Black/African American	128.2	117.9	114.2
Hispanic	92.8	89.2	89.6
Native American	137.6	100.7	82.7
Pacific Islander	210.6	162.1	133.4
White	76.0	69.7	66.4
Multirace	2.3	80.1	121.4

Results:

Tables 14 to 18 show how the community colleges provide access to higher education for all segments of the state's population. The participants include substantial numbers from all categories of age, gender, and race/ethnicity.

For Methodology and Data Source, See Appendix B.



Participation Rates

Table 18: Participation Rates by Age, Gender, and Ethnicity Per 1,000 Population

Age	Gender	Ethnicity	2008-2009	2009-2010	2010-2011
18 to 19	Female	Asian	505.6	463.6	422.7
18 to 19	Female	Black/African American	417.9	350.0	314.7
18 to 19	Female	Hispanic	351.8	337.7	334.6
18 to 19	Female	Native American	507.9	341.5	214.4
18 to 19	Female	Pacific Islander	1,028.5	668.5	532.5
18 to 19	Female	White	328.5	300.0	278.8
18 to 19	Female	Multirace	10.8	333.2	496.5
18 to 19	Male	Asian	498.6	461.6	436.9
18 to 19	Male	Black/African American	383.5	319.9	293.0
18 to 19	Male	Hispanic	297.4	285.3	286.9
18 to 19	Male	Native American	431.2	276.9	183.2
18 to 19	Male	Pacific Islander	1,026.3	682.4	507.3
18 to 19	Male	White	298.9	271.6	254.8
18 to 19	Male	Multirace	8.5	287.9	448.5
20 to 24	Female	Asian	393.4	369.9	358.0
20 to 24	Female	Black/African American	315.8	291.0	279.6
20 to 24	Female	Hispanic	244.1	243.4	249.8
20 to 24	Female	Native American	350.9	266.1	222.6
20 to 24	Female	Pacific Islander	652.5	515.0	418.8
20 to 24	Female	White	238.4	225.2	215.2
20 to 24	Female	Multirace	5.2	173.2	263.4
20 to 24	Male	Asian	368.0	354.9	350.6
20 to 24	Male	Black/African American	255.1	242.1	235.4
20 to 24	Male	Hispanic	200.5	198.5	204.0
20 to 24	Male	Native American	274.3	215.9	182.6
20 to 24	Male	Pacific Islander	610.7	521.7	440.5
20 to 24	Male	White	215.8	207.0	201.4
20 to 24	Male	Multirace	5.0	144.0	224.0



ARCC 2012 Report: Systemwide Indicators

Exhibit A
27 of 29

Table 18 (continued)

Age	Gender	Ethnicity	2008-2009	2009-2010	2010-2011
25 to 29	Female	Asian	187.5	169.1	160.1
25 to 29	Female	Black/African American	191.0	177.5	172.0
25 to 29	Female	Hispanic	126.6	119.0	118.1
25 to 29	Female	Native American	215.6	156.3	130.1
25 to 29	Female	Pacific Islander	262.5	204.0	176.7
25 to 29	Female	White	131.3	118.7	113.6
25 to 29	Female	Multirace	2.3	95.2	136.8
25 to 29	Male	Asian	147.2	136.5	131.1
25 to 29	Male	Black/African American	138.0	130.6	126.3
25 to 29	Male	Hispanic	95.9	91.2	91.8
25 to 29	Male	Native American	174.7	123.9	107.3
25 to 29	Male	Pacific Islander	228.7	184.3	162.0
25 to 29	Male	White	116.9	109.2	108.0
25 to 29	Male	Multirace	2.0	79.0	116.1
30 to 34	Female	Asian	106.4	96.5	91.6
30 to 34	Female	Black/African American	143.6	131.9	128.1
30 to 34	Female	Hispanic	82.4	77.2	74.9
30 to 34	Female	Native American	153.2	115.4	100.2
30 to 34	Female	Pacific Islander	135.6	118.1	98.3
30 to 34	Female	White	79.4	74.6	74.9
30 to 34	Female	Multirace	1.4	64.1	93.3
30 to 34	Male	Asian	76.5	69.2	66.1
30 to 34	Male	Black/African American	105.5	102.5	103.4
30 to 34	Male	Hispanic	62.1	57.8	57.2
30 to 34	Male	Native American	139.2	103.6	92.1
30 to 34	Male	Pacific Islander	121.7	103.7	88.2
30 to 34	Male	White	71.9	69.0	70.9
30 to 34	Male	Multirace	0.8	50.4	77.3



ARCC 2012 Report: Systemwide Indicators

Table 18 (continued)

Age	Gender	Ethnicity	2008-2009	2009-2010	2010-2011
35 to 39	Female	Asian	78.2	68.4	62.8
35 to 39	Female	Black/African American	108.6	99.0	100.6
35 to 39	Female	Hispanic	60.3	54.9	53.6
35 to 39	Female	Native American	115.8	81.5	72.8
35 to 39	Female	Pacific Islander	98.9	72.0	64.0
35 to 39	Female	White	54.8	48.5	47.1
35 to 39	Female	Multirace	1.1	39.5	60.0
35 to 39	Male	Asian	52.1	45.7	41.4
35 to 39	Male	Black/African American	82.7	78.6	79.6
35 to 39	Male	Hispanic	42.9	38.9	38.0
35 to 39	Male	Native American	101.7	72.5	67.9
35 to 39	Male	Pacific Islander	93.7	79.7	62.3
35 to 39	Male	White	48.8	44.0	44.1
35 to 39	Male	Multirace	0.6	28.3	45.7
40 to 49	Female	Asian	61.0	52.3	48.8
40 to 49	Female	Black/African American	82.6	76.3	75.5
40 to 49	Female	Hispanic	47.4	42.2	40.3
40 to 49	Female	Native American	83.1	65.9	54.5
40 to 49	Female	Pacific Islander	74.3	56.8	49.6
40 to 49	Female	White	45.6	39.7	36.5
40 to 49	Female	Multirace	0.7	26.0	40.5
40 to 49	Male	Asian	36.3	32.1	29.9
40 to 49	Male	Black/African American	61.5	58.5	59.2
40 to 49	Male	Hispanic	30.1	27.5	26.2
40 to 49	Male	Native American	74.7	55.8	49.6
40 to 49	Male	Pacific Islander	66.3	56.0	49.9
40 to 49	Male	White	33.9	30.7	29.4
40 to 49	Male	Multirace	0.5	16.5	26.6



Table 18 (continued)

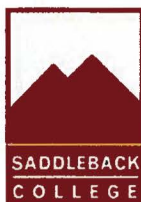
Age	Gender	Ethnicity	2008-2009	2009-2010	2010-2011
50 to 65	Female	Asian	39.9	33.9	30.5
50 to 65	Female	Black/African American	46.9	42.8	41.0
50 to 65	Female	Hispanic	28.8	25.2	23.7
50 to 65	Female	Native American	53.3	38.2	29.9
50 to 65	Female	Pacific Islander	46.5	35.8	30.6
50 to 65	Female	White	35.5	29.3	25.2
50 to 65	Female	Multirace	0.6	13.1	19.0
50 to 65	Male	Asian	25.1	22.1	19.8
50 to 65	Male	Black/African American	35.7	32.6	32.9
50 to 65	Male	Hispanic	18.6	17.0	15.9
50 to 65	Male	Native American	43.2	31.0	27.9
50 to 65	Male	Pacific Islander	33.3	27.3	24.8
50 to 65	Male	White	22.2	18.7	17.0
50 to 65	Male	Multirace	0.1	8.3	12.1

Results:

For an explanation of population rates exceeding 1,000, see the Introduction to the Systemwide Indicators.

For Methodology and Data Source, See Appendix B.





Accountability Reporting in the Community College 2012 Report to the Board of Trustees

Executive Summary

Introduction

AB 1417 established a framework for evaluating the annual performance of California Community Colleges in meeting statewide educational outcome priorities. The mandated performance structure, known as Accountability Reporting in the Community Colleges, or ARCC, was developed by the California Community College Chancellor's Office in partnership with institutional researchers and a panel of nationally recognized higher education experts.

In addition to a brief summary of ARCC definitions¹, a synopsis of college performance on each of the seven ARCC measures is presented on the subsequent pages of this report. The full ARCC report can be accessed through the following link:

<http://extranet.cccco.edu/Portals/1/TRIS/Research/Accountability/ARCC/ARCC%202012%20March%20Final.pdf>. Saddleback College data is located on pages 566-571 of the full report and is contained as supplementary material at the end of this summary.

College Performance Summary

Saddleback College outperforms the state on five of the seven ARCC performance measures; including the main metric associated with the national completion initiative – the Student Progress and Achievement Rate. Performance on the student progress and achievement rate measure has remained stable over time, however. In order to meet the imperatives of the national completion agenda, the college will need to increase completions substantially. Saddleback's next strategic plan represents an opportunity for the college to develop initiatives focused on completion.

In the area of successful course completion, rates for CTE courses are on par with the state, while rates for Basic Skills courses are slightly better than the state average. In both CTE and Basic Skills courses, student success rates have remained relatively consistent over time. The

¹ Full, technical definitions for each ARCC measure can be accessed on pages 764-777 of the ARCC 2012 report located at the following link:

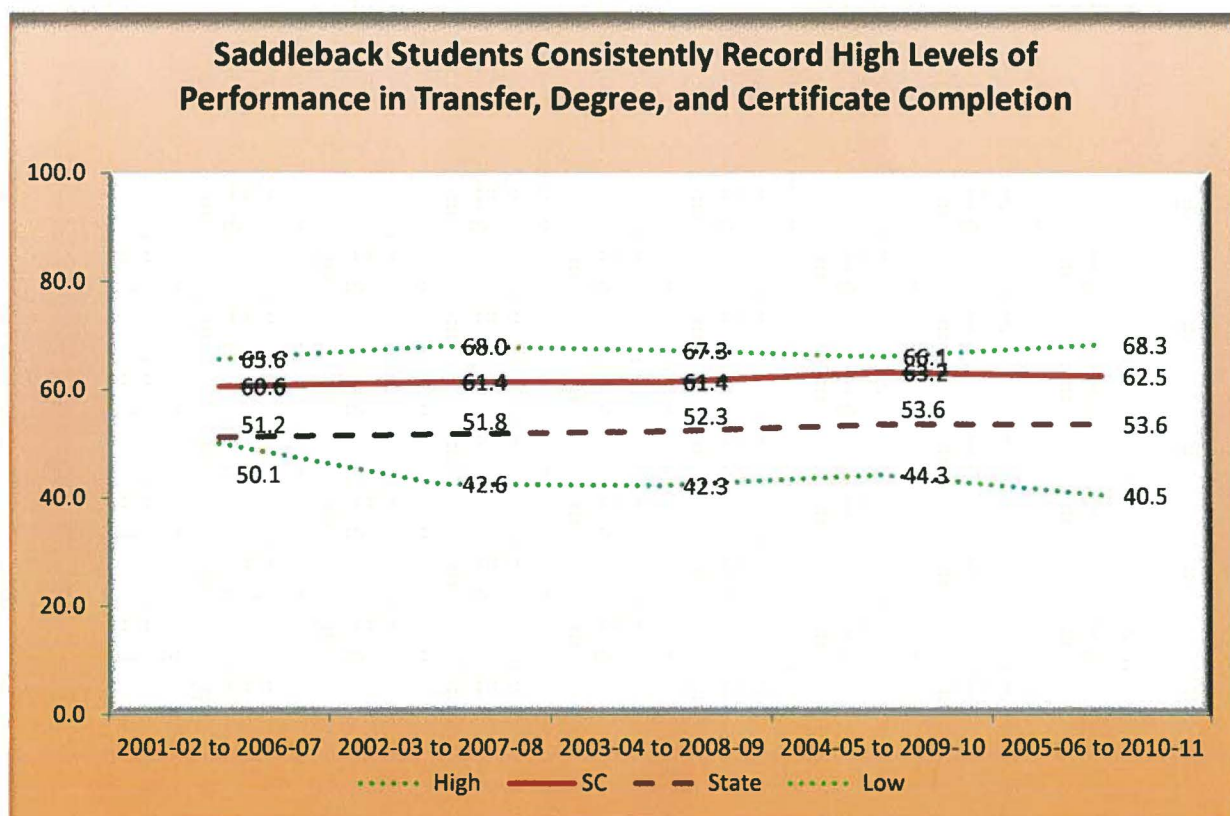
<http://extranet.cccco.edu/Portals/1/TRIS/Research/Accountability/ARCC/ARCC%202012%20March%20Final.pdf>.

college will need to further analyze these data in order to expand or develop initiatives to improve student success in these courses.

For the Basic Skills Improvement Rate, college performance is consistently higher than the state, but has declined slightly over the period. The college will need to examine these data further in order to discover why rates may have declined. Additionally, further analysis may reveal opportunities to expand or develop initiatives associated with increased student success in the basic skills areas.

Although the improvement rate of ESL students is below the statewide average, it has increased substantially during the period; by roughly seven percentage points over the baseline year. The college will need to further examine these data in order to identify initiatives that have led to improvements in this measure.

Saddleback College Student Progress and Achievement Rate



What is it?

The Student Progress and Achievement Rate measures the percent of a new student cohort who earns a degree, certificate, transfers, or becomes transfer directed or prepared within a six year period.

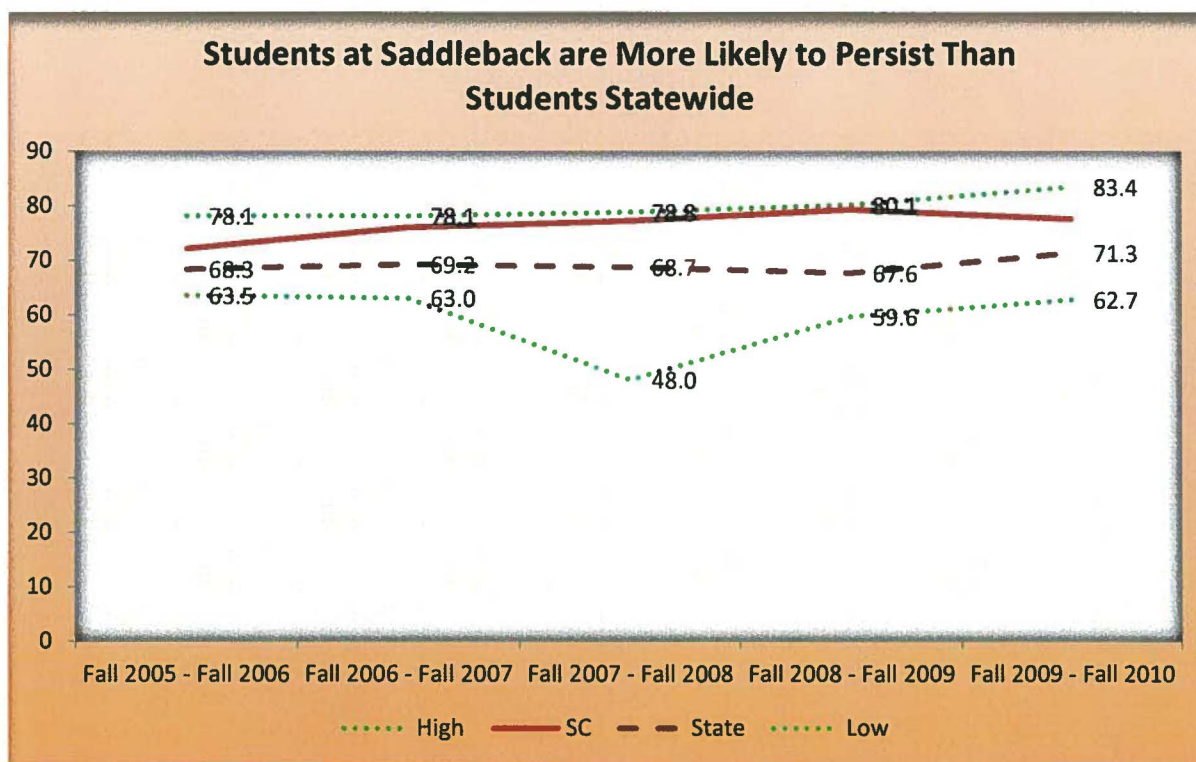
Why is it important?

This metric is directly tied to the national completion agenda. It provides the best publicly available information on the degree to which the state and individual colleges produce completers and fulfill a primary facet of the California Community College mission.

How are we doing?

Saddleback consistently outperforms the state on this measure and can be viewed as a "contributor" to statewide progress in the area of completion; however, performance has remained relatively stable over time and will need to increase substantially in order to meet the imperatives of the national completion agenda.

Saddleback College Fall to Fall Persistence Rate



What is it?

The fall to fall persistence rate measures the percentage of a first-time student cohort who re-enrolls at any college in the system the following year.

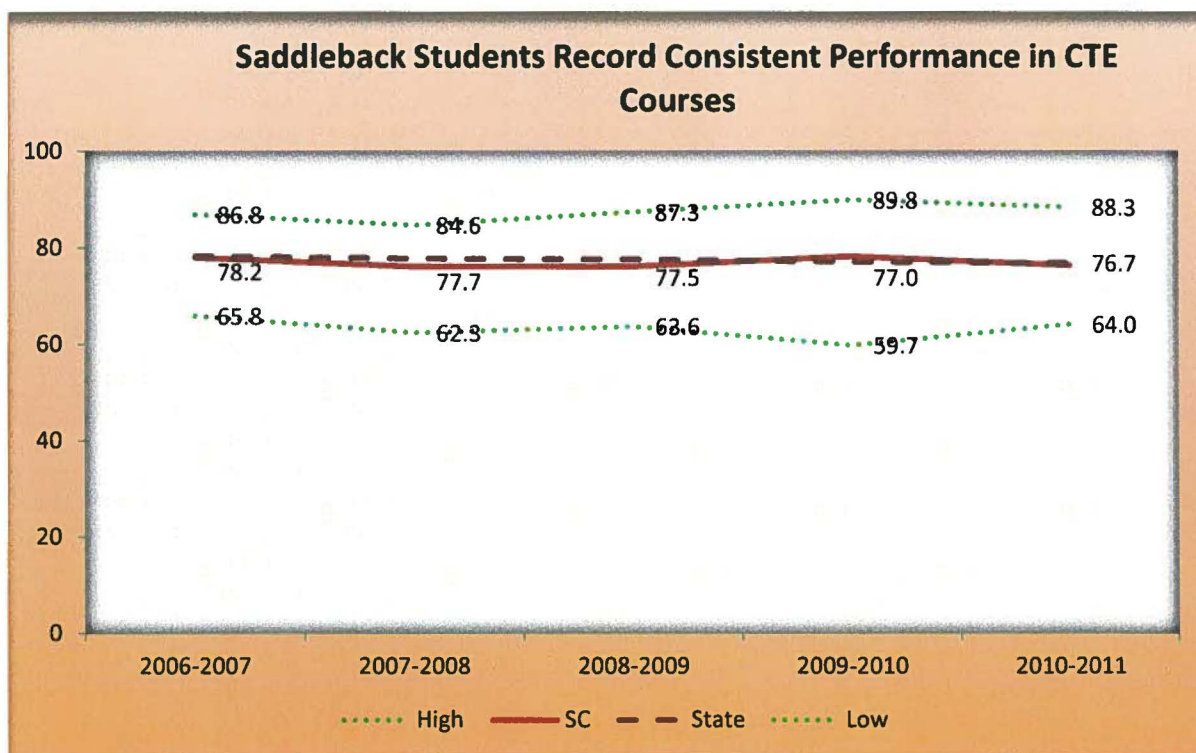
Why is it important?

This metric can be thought of as one of the building blocks of the student progress and achievement rate. As such, it is correlated with completion measures. Students who persist to the following year are more likely to complete than those students who stop out.

How are we doing?

Saddleback consistently outperforms the state on this measure and can be viewed as a "contributor" to statewide progress in the area of student persistence. Additionally, college performance has increased by nearly three percentage points over time.

Saddleback College Successful Course Completion Rate – CTE Courses



What is it?

Successful course completion rates measure the percentage of students who receive a grade of A, B, C, or Credit compared to nearly all students who enroll in the course. This measure examines this statistic for all courses categorized as Career/Technical Education courses.

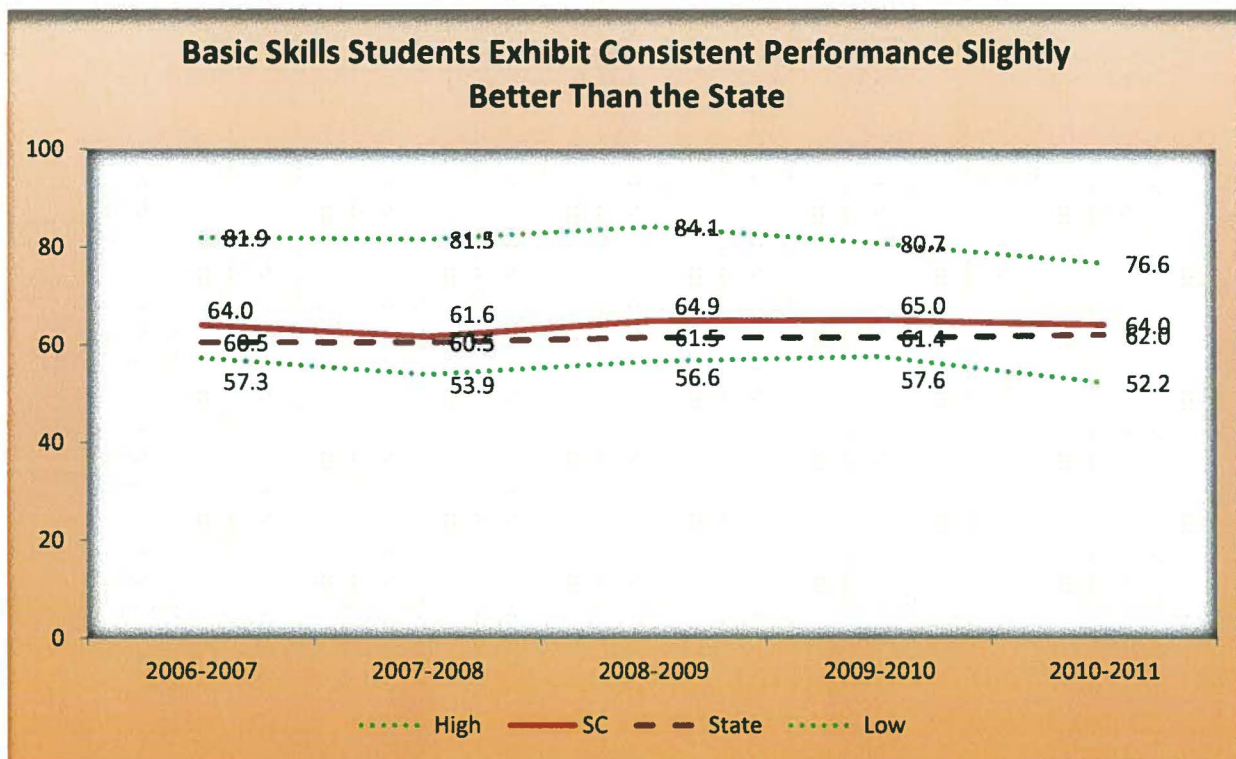
Why is it important?

Successful course completion in CTE courses provides the college with a general indication of how well students perform in career and technical education courses. This measure also can be considered a building block of student success. Students who take and pass courses in CTE may be more likely to take additional courses; thus, they may also be more likely to make progress toward a degree or certificate.

How are we doing?

Performance on this measure is consistent with the statewide average and has been consistent over the period.

Saddleback College Successful Course Completion Rate – Basic Skills Courses



What is it?

Successful course completion rates measure the percentage of students who receive a grade of A, B, C, or Credit compared to nearly all students who enroll in the course. This measure examines this statistic for all courses categorized as Basic Skills courses.

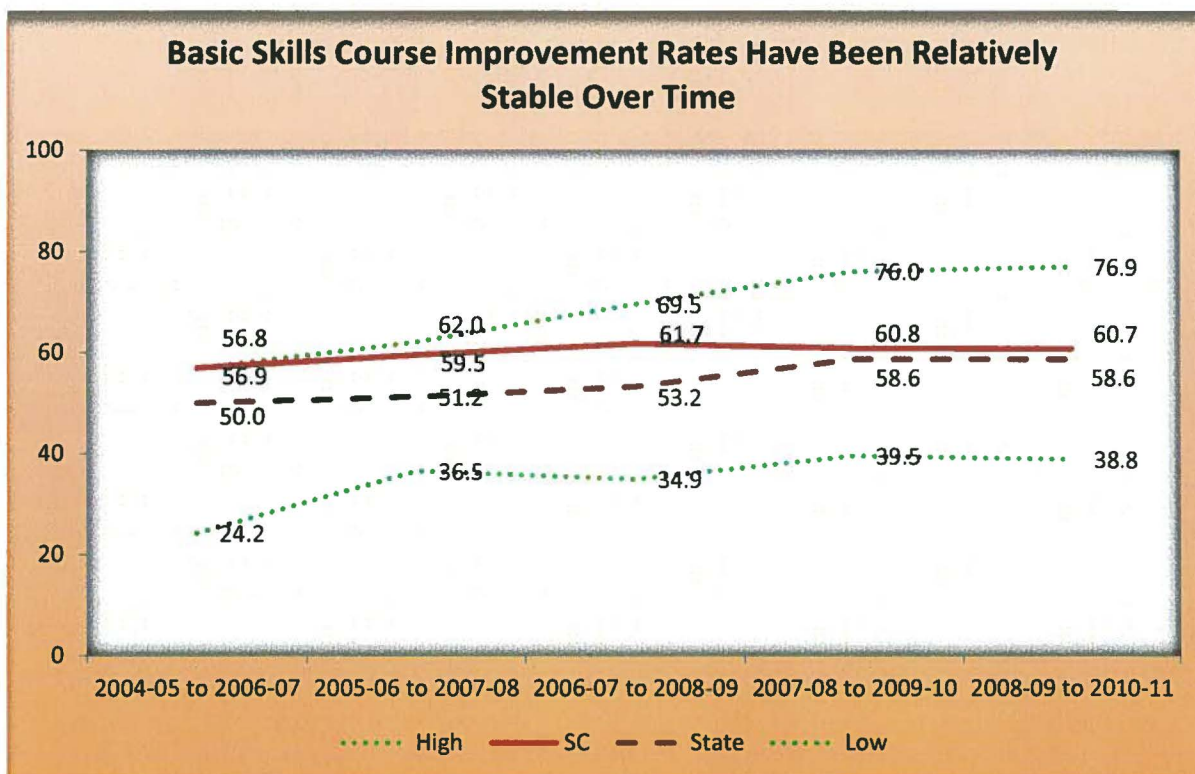
Why is it important?

Successful course completion in Basic Skills courses provides the college with a general indication of how well students perform in Basic Skills courses. This measure also can be considered a building block of student success. Students who take and pass courses in Basic Skills may be more likely to take additional courses; thus, they may also be more likely to make progress toward attaining collegiate level skills.

How are we doing?

Performance on this measure is slightly better than the statewide average and has been consistent over the period.

Saddleback College Basic Skills Course Improvement Rate



What is it?

The basic skills improvement rate measures the percent of students who enroll in an initial basic skills credit course who go on to take and pass the next higher level course within a three year period.

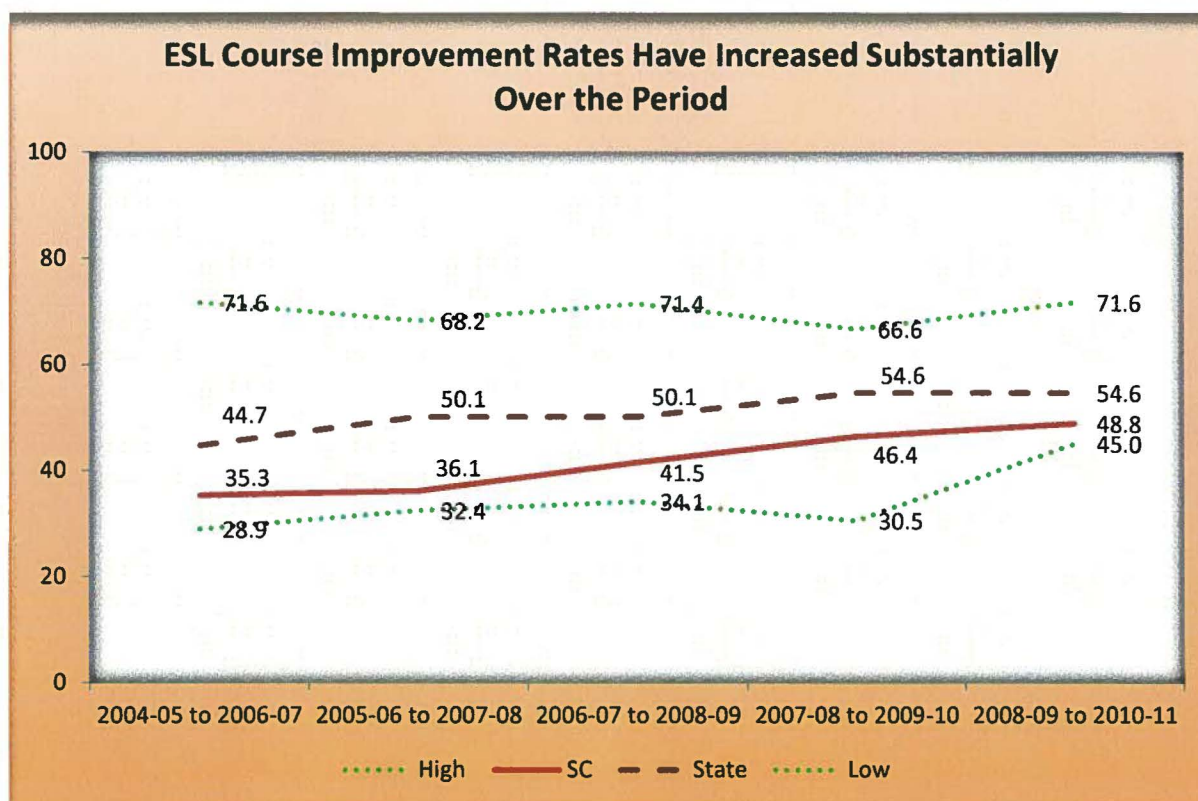
Why is it important?

This metric measures progress through the sequence of basic skills courses and is also another building block of student progress and achievement. Students who persist and make successful progress through the basic skills course sequence may be more likely to persist in their studies and eventually complete their educational goal.

How are we doing?

Although college performance is consistently higher than the state, it has declined slightly over the period. The college will need to examine these data further in order to expand or develop initiatives to increase improvement rates.

Saddleback College ESL Course Improvement Rate



What is it?

The ESL improvement rate measures the percent of students who enroll in an initial credit ESL course who go on to take and pass the next higher level course within a three year period.

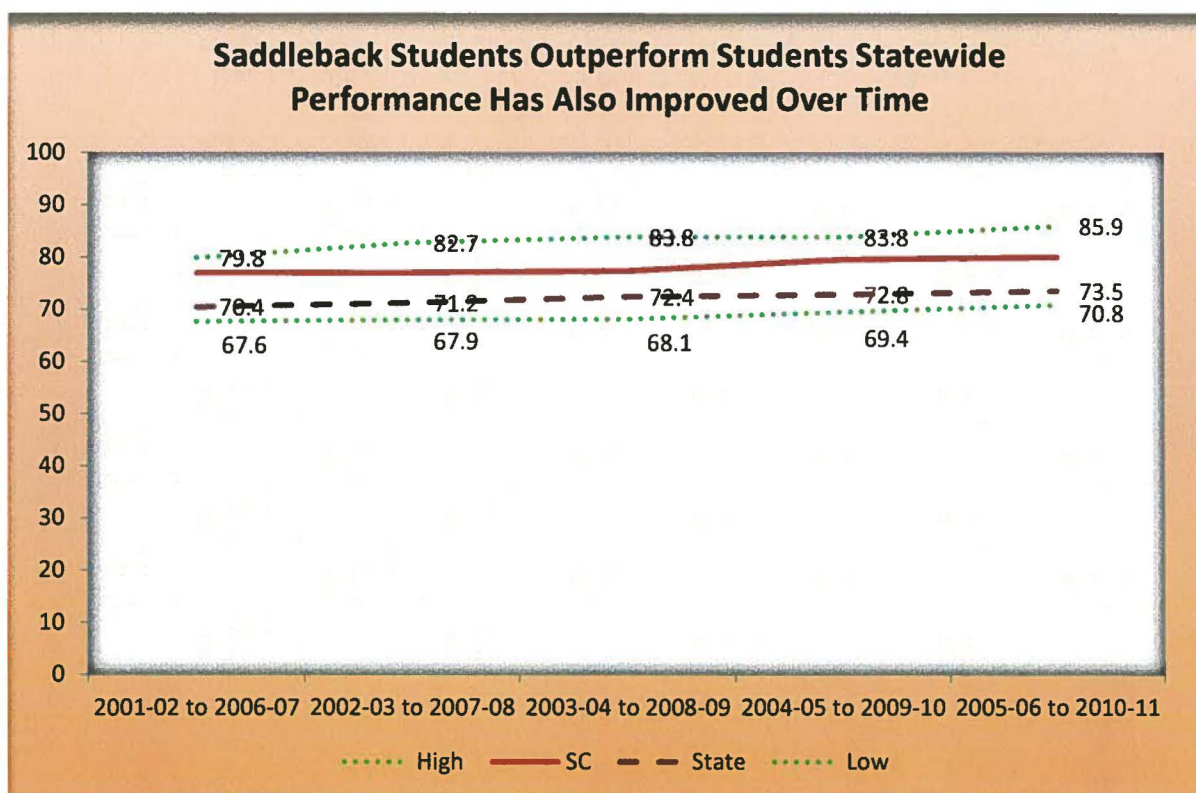
Why is it important?

This metric measures progress through the sequence of ESL courses and is also another building block of student progress and achievement. Students who persist and make successful progress through the ESL course sequence may be more likely to persist in their studies and eventually complete their educational goal.

How are we doing?

Although college performance is below that of the state, it has increased substantially over the period – by roughly seven percentage points. The college will need to examine these data further in order to expand or develop initiatives that will continue to increase improvement rates.

Saddleback College Percent of Students Earning 30+ Units



What is it?

The percent of new students who attempt a degree, certificate, or transfer level course within a six year period who go on to earn at least 30 units within six years.

Why is it important?

Empirical studies have demonstrated that students who earn 30 college units or more, even without completing a formal degree program, are more likely to earn higher wages than students who do not complete this threshold of college units.

How are we doing?

Saddleback consistently outperforms the state on this measure and can be viewed as a "contributor" to statewide progress on this metric.

ARCC 2012 Report: College Level Indicators

Saddleback College

South Orange County Community College District

College Performance Indicators**Student Progress and Achievement: Degree/Certificate/Transfer****Table 1.1:**
Student Progress and
Achievement Rate

Percentage of first-time students who showed intent to complete and who achieved any of the following outcomes within six years: Transferred to a four-year college; or earned an AA/AS; or earned a Certificate (18 units or more); or achieved "Transfer Directed" status; or achieved "Transfer Prepared" status. (See explanation in Appendix B.)

	2003-2004 to 2008-2009	2004-2005 to 2009-2010	2005-2006 to 2010-2011
Student Progress and Achievement Rate	61.4%	63.2%	62.5%

Table 1.1a:
Percent of Students Who
Earned at Least 30 Units

Percentage of first-time students who showed intent to complete and who earned at least 30 units while in the California Community College System. (See explanation in Appendix B.)

	2003-2004 to 2008-2009	2004-2005 to 2009-2010	2005-2006 to 2010-2011
Percent of Students Who Earned at Least 30 Units	77.3%	79.5%	80.0%

Table 1.2:
Persistence Rate

Percentage of first-time students with a minimum of six units earned in a Fall term and who returned and enrolled in the subsequent Fall term anywhere in the system. (See explanation in Appendix B.)

	Fall 2007 to Fall 2008	Fall 2008 to Fall 2009	Fall 2009 to Fall 2010
Persistence Rate	77.2%	79.3%	77.5%



ARCC 2012 Report: College Level Indicators

Saddleback College

South Orange County Community College District

College Performance Indicators**Student Progress and Achievement: Vocational/Occupational/Workforce Development****Table 1.3:**
Annual Successful Course
Completion Rate for
Credit Vocational Courses

See explanation in Appendix B.

	2008-2009	2009-2010	2010-2011
Annual Successful Course Completion Rate for Vocational Courses	76.0%	78.1%	76.2%

Pre-Collegiate Improvement: Basic Skills, ESL, and Enhanced Noncredit**Table 1.4:**
Annual Successful Course
Completion Rate for
Credit Basic Skills Courses

See explanation in Appendix B.

	2008-2009	2009-2010	2010-2011
Annual Successful Course Completion Rate for Basic Skills Courses	64.9%	65.0%	64.0%

Table 1.5:
Improvement Rates for
ESL and Credit Basic
Skills Courses

See explanation in Appendix B.

	2006-2007 to 2008-2009	2007-2008 to 2009-2010	2008-2009 to 2010-2011
ESL Improvement Rate	41.5%	46.4%	48.8%
Basic Skills Improvement Rate	61.7%	60.8%	60.7%

Table 1.6:
Career Development and
College Preparation (CDCP)
Progress and Achievement Rate

See explanation in Appendix B.

	2006-2007 to 2008-2009	2007-2008 to 2009-2010	2008-2009 to 2010-2011
CDCP Progress and Achievement Rate	10.1%	14.5%	13.6%



ARCC 2012 Report: College Level Indicators

Saddleback College

South Orange County Community College District

College Profile**Table 1.7:**
Annual Unduplicated
Headcount and Full-Time
Equivalent Students (FTES)

	2008-2009	2009-2010	2010-2011
Annual Unduplicated Headcount	38,254	40,527	39,600
Full-Time Equivalent Students (FTES)	16,934	16,742	18,113

Source: The annual unduplicated headcount data are produced by the Chancellor's Office, Management Information System. The FTES data (Resident only) are produced from the Chancellor's Office, Fiscal Services 320 Report.

Table 1.8:
Age of Students at Enrollment

	2008-2009	2009-2010	2010-2011
19 or less	24.0%	24.3%	23.7 %
20 - 24	24.9%	26.4%	28.7 %
25 - 49	26.4%	26.4%	26.7 %
Over 49	24.7%	22.9%	21.0 %
Unknown	0.0%	0.0%	0.0 %

Source: Chancellor's Office, Management Information System

Table 1.9:
Gender of Students

	2008-2009	2009-2010	2010-2011
Female	59.3%	58.3%	57.8%
Male	39.8%	40.8%	40.8%
Unknown	0.9%	0.9%	1.4%

Source: Chancellor's Office, Management Information System



ARCC 2012 Report: College Level Indicators

Saddleback College

South Orange County Community College District

College Profile

Table 1.10:
Ethnicity of Students

	2008-2009	2009-2010	2010-2011
African American	1.6%	1.6%	1.8%
American Indian/Alaskan Native	0.7%	0.4%	0.3%
Asian	8.8%	8.8%	9.1%
Filipino	2.0%	2.0%	1.9%
Hispanic	12.6%	14.7%	16.7%
Pacific Islander	0.5%	0.4%	0.3%
Two or More Races	0.0%	2.0%	3.0%
Unknown/Non-Respondent	5.5%	4.5%	4.6%
White Non-Hispanic	68.1%	65.6%	62.3%

Source: Chancellor's Office, Management Information System



ARCC 2012 Report: College Level Indicators

Saddleback College

South Orange County Community College District

College Peer Grouping

Table 1.11: Peer Grouping

	Indicator	College's Rate	Peer Group	Peer Group Low	Peer Group High	Peer Group
A	Student Progress and Achievement Rate	62.5	56.9	40.5	68.3	A4
B	Percent of Students Who Earned at Least 30 Units	80.0	76.0	70.8	85.9	B4
C	Persistence Rate	77.5	74.2	62.7	83.4	C6
D	Annual Successful Course Completion Rate for Credit Vocational Courses	76.2	73.3	64.0	88.3	D1
E	Annual Successful Course Completion Rate for Credit Basic Skills Courses	64.0	63.5	52.2	76.6	E3
F	Improvement Rate for Credit Basic Skills Courses	60.7	58.4	38.8	76.9	F2
G	Improvement Rate for Credit ESL Courses	48.8	54.8	45.0	71.6	G4

Note: Please refer to Appendices A and B for more information on these rates. The technical details of the peer grouping process are available in Appendix D.



ARCC 2012 Report: College Level Indicators

Saddleback College

South Orange County Community College District

College Self-Assessment

Saddleback College, located in Mission Viejo, is one of two colleges in the South Orange County Community College District and serves the southern half of Orange County. The college offers a comprehensive array of programs in academic and career technical areas with a combined total of 300 degrees and certificates. The college student body is approximately 62% White, 17% Hispanic and 9% Asian. Furthermore, Filipino, American Indian/Alaskan Native, Pacific Islander, and African American students account for approximately 4% of the student population. The student body is well represented by all age groups ranging from "19 or less" to "Over 49." Additionally, the student body has consisted of approximately 58% females and 41% males over the past three academic years.

When examining the 2012 ARCC report, college data in the Student Progress and Achievement section shows that the college's Student Progress and Achievement Rate is down .7%, the Percent of Students Who Earned at Least 30 Units is up .5%, the Persistence Rate is down 1.8%, and the Annual Successful Course Completion Rate for Credit Vocational Courses is down 1.9%. Collectively, these indicators demonstrate modest changes over the last three academic years. The college is committed to improving performance in these areas through targeted student success efforts.

Within the Pre-Collegiate Improvement segment of the report, the Annual Successful Course Completion Rate for Credit Basic Skills Courses shows a small decrease (-1%), The Basic Skills Improvement Rate for the college remained unchanged, and The Career Development and College Preparation Progress and Achievement Rate showed an approximate .9% decrease. These indicators demonstrate modest changes over the past three academic years. However, the Improvement Rate for ESL showed an increase of 2%. The ESL increase is particularly positive for the college since, in past academic years, this rate was an area of concern. When comparing Saddleback College to its Peer Groups, Saddleback performs higher than the peer group average in all but one indicator--the Improvement Rate for Credit ESL Courses. However, through focused attention and effort this rate increased over previous years. The college is confident this indicator will continue to show improvement.



Irvine Valley College

South Orange County Community College District

College Performance Indicators**Student Progress and Achievement: Degree/Certificate/Transfer****Table 1.1:**
Student Progress and
Achievement Rate

Percentage of first-time students who showed intent to complete and who achieved any of the following outcomes within six years: Transferred to a four-year college; or earned an AA/AS; or earned a Certificate (18 units or more); or achieved "Transfer Directed" status; or achieved "Transfer Prepared" status. (See explanation in Appendix B.)

	2003-2004 to 2008-2009	2004-2005 to 2009-2010	2005-2006 to 2010-2011
Student Progress and Achievement Rate	67.8%	66.1%	67.7%

Table 1.1a:
Percent of Students Who
Earned at Least 30 Units

Percentage of first-time students who showed intent to complete and who earned at least 30 units while in the California Community College System. (See explanation in Appendix B.)

	2003-2004 to 2008-2009	2004-2005 to 2009-2010	2005-2006 to 2010-2011
Percent of Students Who Earned at Least 30 Units	74.4%	75.8%	75.1%

Table 1.2:
Persistence Rate

Percentage of first-time students with a minimum of six units earned in a Fall term and who returned and enrolled in the subsequent Fall term anywhere in the system. (See explanation in Appendix B.)

	Fall 2007 to Fall 2008	Fall 2008 to Fall 2009	Fall 2009 to Fall 2010
Persistence Rate	77.9%	77.2%	78.1%



Irvine Valley College

South Orange County Community College District

College Performance Indicators**Student Progress and Achievement: Vocational/Occupational/Workforce Development****Table 1.3:**
Annual Successful Course
Completion Rate for
Credit Vocational Courses

See explanation in Appendix B.

	2008-2009	2009-2010	2010-2011
Annual Successful Course Completion Rate for Vocational Courses	73.0%	73.6%	72.1%

Pre-Collegiate Improvement: Basic Skills, ESL, and Enhanced Noncredit**Table 1.4:**
Annual Successful Course
Completion Rate for
Credit Basic Skills Courses

See explanation in Appendix B.

	2008-2009	2009-2010	2010-2011
Annual Successful Course Completion Rate for Basic Skills Courses	74.0%	70.4%	69.4%

Table 1.5:
Improvement Rates for
ESL and Credit Basic
Skills Courses

See explanation in Appendix B.

	2006-2007 to 2008-2009	2007-2008 to 2009-2010	2008-2009 to 2010-2011
ESL Improvement Rate	38.0%	42.8%	43.7%
Basic Skills Improvement Rate	63.4%	64.0%	72.1%

Table 1.6:
Career Development and
College Preparation (CDCP)
Progress and Achievement Rate

See explanation in Appendix B.

	2006-2007 to 2008-2009	2007-2008 to 2009-2010	2008-2009 to 2010-2011
CDCP Progress and Achievement Rate	.%	.%	.%



Irvine Valley College

South Orange County Community College District

College Profile

Table 1.7:
Annual Unduplicated
Headcount and Full-Time
Equivalent Students (FTES)

	2008-2009	2009-2010	2010-2011
Annual Unduplicated Headcount	24,680	26,544	25,499
Full-Time Equivalent Students (FTES)	9,018	9,420	10,070

Source: The annual unduplicated headcount data are produced by the Chancellor's Office, Management Information System. The FTES data (Resident only) are produced from the Chancellor's Office, Fiscal Services 320 Report.

Table 1.8:
Age of Students at Enrollment

	2008-2009	2009-2010	2010-2011
19 or less	24.8%	26.0%	27.5 %
20 - 24	25.3%	26.2%	28.0 %
25 - 49	28.8%	27.3%	26.9 %
Over 49	21.1%	20.5%	17.6 %
Unknown	0.0%	0.0%	0.0 %

Source: Chancellor's Office, Management Information System

Table 1.9:
Gender of Students

	2008-2009	2009-2010	2010-2011
Female	58.1%	57.6%	55.6%
Male	40.7%	41.5%	42.8%
Unknown	1.2%	1.0%	1.6%

Source: Chancellor's Office, Management Information System



Irvine Valley College

South Orange County Community College District

College Profile**Table 1.10:**
Ethnicity of Students

	2008-2009	2009-2010	2010-2011
African American	1.9%	1.9%	2.0%
American Indian/Alaskan Native	0.4%	0.2%	0.2%
Asian	26.6%	25.6%	26.7%
Filipino	2.7%	2.6%	2.4%
Hispanic	10.4%	11.8%	14.1%
Pacific Islander	0.5%	0.4%	0.3%
Two or More Races	0.0%	1.7%	3.1%
Unknown/Non-Respondent	6.7%	8.2%	6.6%
White Non-Hispanic	50.7%	47.5%	44.5%

Source: Chancellor's Office, Management Information System



Irvine Valley College

South Orange County Community College District

College Peer Grouping**Table 1.11: Peer Grouping**

	Indicator	College's Rate	Peer Group	Peer Group Low	Peer Group High	Peer Group
A	Student Progress and Achievement Rate	67.7	56.9	40.5	68.3	A4
B	Percent of Students Who Earned at Least 30 Units	75.1	69.7	57.8	80.0	B1
C	Persistence Rate	78.1	74.2	62.7	83.4	C6
D	Annual Successful Course Completion Rate for Credit Vocational Courses	72.1	73.3	64.0	88.3	D1
E	Annual Successful Course Completion Rate for Credit Basic Skills Courses	69.4	63.8	52.3	72.6	E1
F	Improvement Rate for Credit Basic Skills Courses	72.1	58.1	41.6	72.1	F5
G	Improvement Rate for Credit ESL Courses	43.7	45.6	.0	78.6	G1

Note: Please refer to Appendices A and B for more information on these rates. The technical details of the peer grouping process are available in Appendix D.



Irvine Valley College

South Orange County Community College District

College Self-Assessment

Irvine Valley College (IVC) serves a diverse population of students in an above average socio-economic region in South Orange County. Cities in the service area of the college include Laguna Beach, Aliso Viejo, Tustin, Lake Forest, and Irvine. Student gender balance and ethnic and cultural demographics are stable and reflect demographics of the service area; our Latino student population is increasing slightly and we continue to serve students from a wide array of countries and cultures. Full time equivalent students experienced 25.6% growth since 2007-08 but is declining slightly in 2012 due to lack of growth funding.

IVC increased the number of basic skills sections offered between 2007-08 and 2010-11 by 197%, from approximately 5% of all sections offered to approximately 13%, respectively. The college has also increased transfer sections in humanities, math, computer science and engineering while reducing offerings in physical education and substituting fee based instruction for noncredit offerings for older adults. Enrollment in distance education courses has leveled off at approximately 10% of sections offered.

The number of AA/AS degrees awarded increased 200% in recent years, from 110 in 2007-08 to 331 in 2010-11. The number of certificates awarded increased 336%, from 81 in 2007-08 to 353 in 2010-11. This improvement can be credited primarily to the creation of AA/AS degrees with emphasis and IGETC and CSU certificates by our faculty. Using the CCCC transfer rate methodology, IVC's average transfer rate to four-year institutions over the last 5 years is 3rd highest in the California Community College system, and it remains the highest for Orange County community colleges.

Irvine Valley College's ARCC 2011 Report accountability indicators demonstrate above average performance on six out of seven indicators compared to its peer institutions and is the peer group high on improvement rate for credit basic skills courses. While student progress and achievement rate, percentage of students completing at least 30 units, annual successful course completion rate for vocational courses, and completion rate for basic skills courses have each remained stable and relatively high, student persistence rate, ESL improvement rate, and basic skills improvement rate have each improved slightly in recent years. ESL improvement rate remains a concern for the college, and strategies have been implemented to improve this outcome. In addition, IVC is working to analyze the root cause of this lower than average rate.

The Basic Skills Initiative is addressing needs in staff development, curriculum redesign, and student success centers. Inspired by the Accreditation Standards and South Orange County Community District goals, the Irvine Valley College President and administration, the Academic Senate, and all governance groups and committees are participating in a strategic planning process that is committed to providing an excellent learning experience for our diverse and changing communities.



TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College and Irvine Valley College: Student Success Task Force Recommendation 2 – “Strengthen Support for Entering Students”

ACTION: Discussion

BACKGROUND

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

Recommendation 2 of the report is to “Strengthen Support for Entering Students”. This recommendation includes the policy statement:

“Community colleges will provide stronger support for students entering college to identify and meet their goals. Stronger support will be facilitated by centralized, integrated and student-friendly technology to better guide students in their educational planning process. The efforts of counseling faculty and other college staff will be more effectively targeted.”

STATUS

Representatives from Saddleback College and Irvine Valley College will present what the colleges are doing to strengthen support for entering students.

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

Minutes from:

September 24, 2012 Regular Meeting of the Board of Trustees (Exhibit A)
are submitted to the Board for review and approval.

Item Submitted by: Gary L. Poertner, Chancellor

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

**MINUTES OF THE BOARD OF TRUSTEES' MEETING
September 24, 2012**

PRESENT

Members of the Board of Trustees:

Nancy M. Padberg, President
T.J. Prendergast, Vice President
Marcia Milchiker, Clerk
Bill Jay, Member
David B. Lang, Member
Frank M. Meldau, Member
James R. Wright, Member
Heather Park, Student Member

Administrative Officers:

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

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

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

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- A. Public Employee Evaluation/Discipline/Dismissal/Release/Employment (GC Section 54957)(7)
 - 1. Public Employee Discipline (2)
 - 2. Public Employee Employment (4)
 - a. Faculty Member
 - b. Director Economic and Workforce Development
 - c. Risk Manager
 - d. Custodian
 - 3. Public Employee Evaluation: Chancellor (1)
- B. Conference with Labor Negotiators (GC Section 54957.6)
 - 1. SOCCCD Faculty Association
 - a. Agency Designated Negotiator: David Bugay, Ph.D.
 - 2. California School Employees Association (CSEA)
 - a. Agency Designated Negotiator: David Bugay, Ph.D.
 - 3. Police Officers Association (POA)
 - a. Agency Designated Negotiator: David Bugay, Ph.D.
 - 4. Unrepresented Employees: Administrators and Managers
 - a. Agency Designated Negotiator: Gary Poertner
 - 5. Unrepresented Employee: Chancellor
 - a. Agency Designated Negotiators: Nancy Padberg, Esq. - Board President, and Warren Kinsler, Esq. – General Counsel
- C. Conference with Legal Counsel (GC Section 54956.9)
 - 1. Anticipated Litigation/Significant Exposure to Litigation (GC Section 54956.9[b][1] and [3][C] – *Claim of Tracy Daly*)

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

On a 7-0 vote, the board rejected an extension of a previously Board approved unpaid leave granted in June 2012, with benefits, to a classified employee.

On a 7-0 vote, the board voted to reject the appeal of discrimination complaint filed by a classified manager.

2.2 Invocation

Led by Trustee David Lang

2.3 Pledge of Allegiance
Led by Trustee Marcia Milchiker

2.4 Resolutions/Commendations
A. Resolutions – none
B. Commendations - none

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

3.0 REPORTS

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

- A. Board Reports
- B. Chancellor's Report
- C. Board Request(s) for Reports
 - Request for Report on the Board of Governor's New Registration Priority Policies

On a motion made by Trustee Prendergast and seconded by Trustee Wright, the Request for Board Report submitted by Trustee Lang was approved on a 7-0 vote.

4.0 DISCUSSION ITEMS

4.1 SOCCCD: District-wide Strategic Plan 2011-2014 - Annual Progress Report 2011-2012

District Director of Research, Planning and Data Management will present to the Board a summary of the District-wide Strategic Plan Annual Progress Report.

District Director Denice Inciong presented a PowerPoint on the District-wide Strategic Plan Annual Progress Report which outlines progress on the six goals, 14 objectives and 76 action steps in the District-wide Strategic Plan 2011-2014. After the first year, 29% of the objectives and 47% of the action steps have been completed.

4.2 Saddleback College and Irvine Valley College: College Completion Agenda

Representatives from both colleges will provide a follow-up on the Chancellor's Opening Session presentation on articulation efforts among UCI, area community colleges and area junior high and high schools by presenting comments from participants.

Academic Senate President Bob Cosgrove introduced English department instructors Renee Bangerter and Dawn Lewis from Saddleback College and Academic Senate President Kathy Schmeidler introduced Dean Karima Feldhus, Professor Brenda Borron from Irvine Valley College and UCI Professor, Jonathan Alexander. The group presented a follow-up of articulation efforts among area colleges, junior highs and high schools.

4.3 Saddleback College and Irvine Valley College: Accreditation Follow-Up Reports

Saddleback College and Irvine Valley College submit Follow-Up Reports that accurately reflect the progress to date in meeting recommendations as required by the Accrediting Commission for Community and Junior Colleges.

Both college presidents thanked the accreditation teams and acknowledged the collaboration and leadership district-wide to accomplish such progress.

4.4 SOCCCD: Report on Actuarial Study of Retiree Health Benefit Liabilities

A presentation regarding this report and its implications for the district will be provided.

Vice Chancellor Debra Fitzsimons gave a PowerPoint presentation of the actuarial report and reviewed implications and funding options for the district.

Trustee Padberg requested to advance item 6.1.

Trustee Prendergast requested to pull item 5.5 from the consent calendar.

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

5.0 CONSENT CALENDAR ITEMS

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

5.1 SOCCCD: Board of Trustees Meeting Minutes

Approve minutes of a Regular Meeting held on August 27, 2012.

5.2 Saddleback College: Student Out of State Travel – Atlanta, GA

Approve the out-of-state travel request for up to six students and a Saddleback College staff member to attend the October 24-28, 2012, National Student Electronic Media Convention in Atlanta, GA at a cost not to exceed \$7,667.

5.3 Saddleback College: Forensics Team Out of State Travel - Arizona

Approve the participation of the Saddleback College Forensics Team and their coaches in the Hell Froze Over, held January 10-14, 2013, in Peoria,

III. and Arizona Swing Tournament, held February 14-18, 2013, in Glendale, Arizona at a cost not to exceed \$19,160.

- 5.4 **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 2013, and direct the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the Travel and Education for coordinating all travel agreements

- 5.5 **Saddleback College: Library and Learning Resource Center Building Name Change**
Approve the naming of the library building to Library and Learning Resource Center.

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

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

- 5.7 **Irvine Valley College: Associated Students of Irvine Valley College (ASIVC) 2012-13 Out-of-State Travel**
Approve out-of-state travel request for Irvine Valley College students and their advisor(s) for a total cost not to exceed \$73,638.

- 5.8 **SOCCCD: Annual Renewal of Microsoft Campus Agreements for District-wide Microsoft Software Use**
Approve renewal of software licensing agreement with ComputerLand at a cost not to exceed \$134,354.50

- 5.9 **SOCCCD: Budget Amendment: Adopt Resolution No. 12-31 to Amend FY 2012-2013 Adopted Budget**
Adopt resolution to amend the FY 2012-2013 adopted budget.

- 5.10 **SOCCCD: District Furniture and Equipment Purchases (Revision)**
Approve update to use the listed CMAS contracts and Glendale Unified School District contract for equipment and furniture purchases.

- 5.11 **SOCCCD: Purchase Order/Confirming Requisitions**
Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P13-01137 through P13-01526 amounting to \$4,657,746.25. Approve confirming requisitions dated August 8, 2012 through September 4, 2012 totaling \$34,994.87.

- 5.12 **SOCCCD: Payment of Bills**
Approve check no. 161590 through 162126 processed through the Orange

County Department of Education, totaling \$4,023,635.30; and check no. 010476 through 010510, processed through Saddleback College Community Education, totaling \$72,383.98; and check no. 009027 through 009035, processed through Irvine Valley College Community Education, totaling \$20,834.42.

- 5.13 **SOCCCD: August/September 2012 Contracts**
Ratify contracts as listed.
- 5.14 **SOCCCD: Transfer of Budget Appropriations**
Approve the transfer of budget appropriations.
- 5.15 **SOCCCD: Gifts to the District and Foundations**
Accept donations to the District and/or the Foundations as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 **SOCCCD: Options and Recommendation for Funding the Unfunded Retiree Health Benefit Liability**
Approve Option 1 for funding of the Retiree Health Benefit Liability.

This item was advanced following board presentations. Dr. Debra Fitzsimons summarized recommendation of item for the Board. On a motion made by Trustee Lang and seconded by Trustee Jay, this item was approved on 7-0 vote.

- 6.2 **SOCCCD: Board Policy Revision: BP-4000.5: Harassment and Discrimination Prevention and Complaints, BP-4001: Personal Use of Public Resources, BP-4010: Commitment to Diversity, BP-4021: Classified Managers, BP-4072: Domestic Partners, BP-4209: Classified Management Personnel Reduction in Force Notification**
Discussion/Approval

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

- 6.3 **SOCCCD: Request to Rescind Spring 2013 Sabbatical**
Approve request from Faculty member to rescind Spring 2013 sabbatical leave.

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

- 6.4 **SOCCCD: SOCCCD Faculty Association Academic Employee Memorandums of Understanding**
Approve three (3) MOUs related to Department Chair Stipend Implementation, changes in STRS law, and changes in dental plan benefits.

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

6.5 SOCCCD: Academic Personnel Actions – Regular Items

Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Administrative Employment – Salary Step Correction.

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

6.6 SOCCCD: Classified Personnel Actions – Regular Items

Approve New Personnel Appointments, Authorization to Establish and Announce a Classified Position, Reorganization and/or Reclassification of Classified Positions, Change of Status, Out of Class Assignments, Leave of Absence, Volunteers.

On a motion made by Trustee Milchiker and seconded by Trustee Jay, this item was approved on a 7-0 vote with the following correction:
Page 4, C.1b. – add “Division of Math Science and Engineering.”

6.7 SOCCCD: SOCCCD Police Officers Association Master Agreement

Approve the Police Officers Association Master Agreement between the District and POA for the term July 1, 2012 to June 30, 2015.

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

6.8 SOCCCD: Dental Benefits for Unrepresented SOCCCD Employees

Authorize the District to extend the same dental benefit coverage to unrepresented employees as was authorized for all employees of the collective bargaining units.

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

6.9 Irvine Valley College: Life Sciences Building: Take Over Agreement

Approve draft copy of proposed Agreement with Liberty Mutual to take over the Life Sciences Building using SJ Amoroso as the completion contractor.

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

7.0 REPORTS

7.1 SOCCCD: 2013 Teachers of the Year Recognition Ceremony

Information on OC Teachers of the Year Program. The nominee being honored from SOCCCD is Marie de la Palme from Irvine Valley College.

7.2 SOCCCD: Proposition 30

Information on ballot measure.

Kim McCord, Executive Director Fiscal Services-Comptroller, provided an overview presentation on Proposition 30 ballot measure and highlighted possible impacts to the district.

**7.3 Saddleback College and Irvine Valley College: 2011-2012
Reassigned Time and Stipends**

Information on 2011-2012 expenditures for reassigned time and/or stipends at Saddleback College and Irvine Valley College.

7.4 Saddleback College and Irvine Valley College: Speakers

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

7.5 SOCCCD: Basic Aid Report

Report on projected receipts and approved projects.

7.6 SOCCCD: Facilities Plan Status Report

Status of current construction projects.

7.7 SOCCCD: Monthly Financial Status Report

This report displays the adopted budget, revised budget and transactions through August 31, 2012.

7.8 SOCCCD: Retiree (OPEB) Trust Fund

The annual report is for the period ending June 30, 2012 and the trust report is for the period ending August 31, 2012.

7.9 SOCCCD: AB 540 Pension Reform

Information on the California Public Employees' Pension Reform Act of 2013.

7.10 SOCCCD: Mandated Costs

The fiscal team recommends the district be paid for mandated costs through the block grant for FY 2012-2013.

8.0 WRITTEN REPORTS

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

- A. Saddleback College Academic Senate
- B. Faculty Association

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

9.0 ADDITIONAL ITEMS

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

The meeting was adjourned at 8:26 p.m. in memory of Saddleback College Professor, Darrell Deeter, Saddleback College student, Adam Razani, and Irvine Valley College student, Mikel Anthony Williams.



Gary L. Poertner, Secretary

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Grant Acceptance, Career Technical Education Teacher Preparation Pipeline (TPP) 6th Year Grant Renewal

ACTION: **Approval**

BACKGROUND

In June, 2012, Saddleback College was invited to submit a proposal requesting renewal of grant funding in response to the Career Technical Education Teacher Preparation Pipeline, RFA No. 12-090-008 issued by the California Community Colleges Chancellor's Office (CCCCO). Funding will support the ongoing implementation of a sixth year of TPP to help mitigate the shortage of Math and Science based CTE teachers. The program will develop/maintain articulation agreements and pathways and increase CTE Career awareness amongst professionals representing various industry sectors. *TPP* will be housed under Transfer, Career, and Special Programs. The Program will: 1) organize an annual Teacher Conference; 2) recruit students from other academic programs; 3) provide an EDUC 115 cohort class; 4) recruit teacher mentors; 5) maintain a program advisory committee to review and ensure alignment, integration, and articulation of math and/or science based CTE programs, and; 6) develop an illustrative guide on linking HS career pathway(s) with the community college system and 4 year college pathway.

STATUS

Upon receipt and acceptance of Saddleback College's application for renewal, the CCCCCO conveyed its intent to fund Saddleback College by asking the college to submit four signed original copies of a grant face sheet along with a Budget Summary indicating the CCCCCO's intent to fund \$120,000 to Saddleback College for a grant term starting November 1, 2012 and ending July 31, 2014.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept this award of \$120,000 from the California Community College Chancellor's Office for CTE Grant 12-090-008.

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


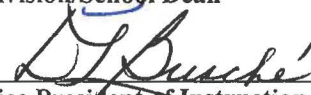
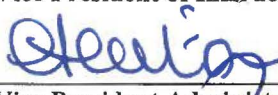
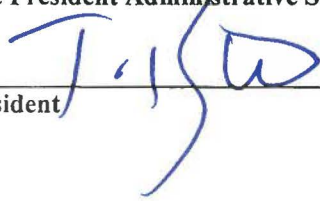
- ☐ GRANT APPLICATION ABSTRACT
☐ GRANT ACCEPTANCE ABSTRACT
☒ GRANT RENEWAL ACCEPTANCE ABSTRACT
☐ REVISIONS TO ACCEPTANCE ABSTRACT

1. **PROJECT TITLE:** Career Technical Education – Teacher Preparation Pipeline Grant
2. **PROJECT DIRECTOR:** Miki Mikolajczak
3. **PROJECT ADMINISTRATOR:** Dean, Terence Nelson
4. **GRANTOR AGENCY:** California Community Colleges Chancellor's Office
5. **FUNDING SOURCE:** California Community College Chancellor's Office
6. **STARTING AND ENDING DATES OF THE PROJECT:** November 1, 2012 – July 31, 2014
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):** *Preparing for a Career in Teaching* is funded for year 6 through the Chancellor's *Teacher Preparation Pipeline* project to address the shortage of Math/Science based CTE teachers. *TPP* will develop/maintain articulation agreements and pathways and increase CTE Career awareness amongst professionals representing all industry sectors. *TPP* will be housed under Transfer, Career, and Special Programs. The Program will: 1) organize an annual Teacher Conference; 2) recruit students from other academic programs; 3) provide EDUC 115 cohort class; 4) recruit teacher mentors; 5) maintain program advisory committee to review and ensure alignment, integration, and articulation of math and/or science based CTE programs, and; 6) develop an illustrative guide on linking HS career pathway(s) with the community college system and 4 year college pathway.

8. SUMMARY BUDGET

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$120,000	\$12,000	\$4,615	\$132,000

9. APPROVALS


 Division/School Dean

 Vice President of Instruction

 Vice President Administrative Services

 President

 Chancellor

 Vice Chancellor of Learning Services

 Director of Fiscal Services

EXPENDITURES SUMMARY

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

	GRANT (Amount)	MATCHING* (In-Kind/Actual)	SOURCE OF MATCH (Partnership/College/Vendor)
1000 Certificated Salaries	\$ 73,100	\$	
2000 Classified Salaries	\$28,460	\$	
3000 Benefits	\$11,473	\$	
4000 Supplies	\$ 1,165	\$	
5000 Contracted Services and Other Expenses	\$ 1,187	\$12,000 In-Kind (Facilities)	Saddleback College
6000 Capital Outlay	\$		
Other Charges (e.g.: Indirect Costs)	\$ 4,615		
TOTALS	\$120,000	\$	

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

PROJECT PERSONNEL (reflects the Expenditure Detail above)

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

PARTNERSHIPS (if applicable)

South Orange County Community College District
 Saddleback College
 Capistrano-Laguna Beach ROP
 Coastline ROP
 Saddleback Valley Unified School District
 Capistrano Unified School District
 CSU Fullerton
 UCI-CAL Teach Science and Math Program

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Transfer Degrees for the Spring Semester 2012-2013 Academic Year
ACTION: Approval

BACKGROUND

Saddleback College's Curriculum Committee and Academic Senate have reviewed and approved the Transfer degrees for the Spring semester 2012-2013 Academic Year.

STATUS

Saddleback College proposes two Transfer degrees in Exhibit A. This is recommended by the Curriculum Committee and the Academic Senate of Saddleback College for the Spring semester 2012-2013 Academic Year.

RECOMMENDATION

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

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

Mathematics Associate Degree Program

The curriculum in the Mathematics Associate Degree program is designed to provide the transfer student the opportunity to achieve an associate degree. While a baccalaureate or higher degree is recommended for those considering majors related to this field, earning the Associate degree may support attempts to gain entry-level employment or promotion.

Course ID	Title	Units
First-Year		
CS 1B*	Introduction to Programming	3
or		
CS 4A*	Introduction to Java for Computer Science	5
MATH 3A*	Analytic Geometry and Calculus	5
MATH 3B*	Analytic Geometry and Calculus	5
Second-Year		
MATH 3C*	Analytic Geometry and Calculus	5
MATH 24*	Elementary Differential Equations	4
MATH 26*	Introduction to Linear Algebra	4
Total		26

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Associate Degree

Associate in Arts Degree

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify for the Associate in Arts degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

Associate of Arts Degree in Mathematics for Transfer

The curriculum in the Associate in Arts in Mathematics for Transfer is designed to provide the transfer student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering professional careers, earning the Associate degree may support attempts to gain entry-level employment in social services or promotion.

The following is required for all AA-T or AS-T degrees:

1. Minimum of 60 CSU-transferable semester units.
2. Minimum grade point average (GPA) of at least 2.0 in all CSU-transferable coursework. While a minimum of 2.0 is required for admission, some majors may require a higher GPA. Please consult with a counselor for more information.
3. Completion of a minimum of 18 semester units in an "AA-T" or "AS-T" major. All courses in the major must be completed with a grade of C or better or a "P" if the course is taken on a "pass-no pass" basis (title 5 § 55063).
4. Certified completion of the California State University General Education-Breadth pattern (CSU GE Breadth); OR the Intersegmental General Education Transfer Curriculum (IGETC) pattern.

Course ID	Title	Units
Required Courses:		
MATH 3A*	Analytic Geometry and Calculus	5
MATH 3B*	Analytic Geometry and Calculus	5
MATH 3C*	Analytic Geometry and Calculus	5

Select one of the following courses or any course not selected above (4 Units)

MATH 24*	Elementary Differential Equations	4
MATH 26*	Introduction to Linear Algebra	4

Select one of the following courses or any course not selected above (3-5 Units)

CS 1B	Introduction to Programming	3
MATH 10	Introduction to Statistics	3
MATH 24*	Elementary Differential Equations	4
PHYS 4A	General Physics	5

Sub Total		22-24
CSU General Education or IGETC pattern		34-40
Transferable units as needed to reach 60 transferable units		
Degree Total		60

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Geography- Associate Degree Program

The curriculum in the Geography Associate Degree program is designed to provide the transfer student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering majors related to this field, earning the Associate degree would demonstrate achievement and may support attempts to gain entry-level employment and promotion.

Course ID	Title	Units
GEOG 1	Physical Geography	3
GEOG 1L*	Physical Geography Laboratory	1
GEOG 2	Cultural Geography	3
GEOG 3	World Regional Geography	3
	Select from Restricted Electives	9-13
Total		19-23

Restricted Electives:-

ANTH 1, 2; GEOG 38; GEOL 1; HIST 4, 5, 32; PS 11/ECON 11, PS 14.

Associate Degree

Associate in Arts Degree

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify for the Associate in Arts degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Associate of Arts Degree in Geography for Transfer

The curriculum in the Associate in Arts in Geography for Transfer is designed to provide the transfer student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering professional careers, earning the Associate degree may support attempts to gain entry-level employment in social services or promotion.

The following is required for all AA-T or AS-T degrees:

1. Minimum of 60 CSU-transferable semester units.
2. Minimum grade point average (GPA) of at least 2.0 in all CSU-transferable coursework. While a minimum of 2.0 is required for admission, some majors may require a higher GPA. Please consult with a counselor for more information.
3. Completion of a minimum of 18 semester units in an "AA-T" or "AS-T" major. All courses in the major must be completed with a grade of C or better or a "P" if the course is taken on a "pass-no pass" basis (title 5 § 55063).
4. Certified completion of the California State University General Education-Breadth pattern (CSU GE Breadth); OR the Intersegmental General Education Transfer Curriculum (IGETC) pattern.

Course ID	Title	Units
Required Courses:		
GEOG 1	Physical Geography	3
GEOG 1L*	Physical Geography Laboratory	1
GEOG 2	Cultural Geography	3

Select one of the following courses or any course not selected above (6-7 Units)

GEOG 1L*	Physical Geography Laboratory	1
GEOG 3	World Regional Geography	3
GEOG 38	California Geography	3
GEOG 102	Geography Field Studies	1
GEOG 106	Field Studies of Desert Regions	1
GEOG 107	Field Studies of Mountain Areas	1
GEOG 108	Field Studies of Western North America	2
GEOG 110	Introduction to Geographic Information Systems (GIS)	2

Select one of the following courses or any course not selected above (6-9 Units)

ANTH 2	Cultural Anthropology	3
CB 1B	Introduction to Programming	3
CHEM 1A	General Chemistry	5
GEOL 1	Introduction to Physical Geology	4
GEOL 20	Introduction to Earth Science	4
MATH 3A	Analytic Geometry and Calculus	5
PS 1	American Government	3

Sub Total **18-23**

CSU General Education or IGETC pattern 34-40

Transferable units as needed to reach 60 transferable units

Degree Total **60**

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Award of Bid 2005: Printing of the Community Education Brochures

ACTION: Approval

BACKGROUND

Every three years SOCCCD invites bids for the printing of the Community Education brochures for Saddleback College. The brochures are the major advertising media, listing the classes available through Community Education.

STATUS

On September 5, 2012, Bid No. 2005 for Printing of the Community Education Brochures was advertised and mailed to five prospective bidders. Three bidders responded to the invitation to bid as shown on EXHIBIT A. The lowest bid for printing Spring, Summer and Fall Brochures over a three year period was Southwest Offset Printing, Gardena, California for an amount of \$160,141.59 including sales tax.

Saddleback College Community Education and purchasing staff reviewed the bids and recommend award as indicated.

Funds are budgeted in the Saddleback College Community Education fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees award Bid No. 2005 for printing of the Community Education Brochures for FY 2012-2013 through FY 2014-2015 for a total amount of \$160,141.59 to the low bidder, Southwest Offset Printing, EXHIBIT A.

EXHIBIT A

**BID NO. 2005
PRINTING OF COMMUNITY EDUCATION BROCHURE
SADDLEBACK COLLEGE
October 29, 2012**

VENDORS

AMOUNT

**SOUTHWEST OFFSET
Gardena, CA**

\$ 160,141.59 *

**TREND OFFSET PRINTING
Los Alamitos, CA**

\$ 189,704.76

**WESTMINSTER PRESS
Santa Ana, CA**

\$216,378.00

*** RECOMMENDED AWARD
(Sales Tax is included)**

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Soft Drink Supplier Agreement: Amendment No.1

ACTION: Approval

BACKGROUND

On June 22, 2009, the Board of Trustees approved a three year agreement with two-one year renewals for the Soft Drink Supplier with Bottling Group, LLC doing business as The Pepsi Bottling Group at Saddleback College beginning July 1, 2012.

STATUS

Saddleback College recommends amending this Agreement to accept the first option for a one year renewal from July 1, 2012 to June 30, 2013 for the same terms and conditions with contract considerations noted in Exhibit A.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 1 to the agreement (Exhibit B) for a one year extension to the Soft Drink Supplier Agreement with the Bottling Group, LLC, from July 1, 2012 to June 30, 2013.

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

BID NO. 1086

SOFT DRINK AGREEMENT FOR SADDLEBACK COLLEGE

Pepsi Contract Consideration	
<u>Commission*</u> :	
Annual Sponsorship fee: \$50,000/500 Case sales/year with a prorated variable if fewer cases are sold	
20 oz. Carbonated beverages and Aquafina: 30% of sales minus California Redemption Value	
Gatorade and Glass Front vendors:15% of sales minus California Redemption Value	
*Payable to Saddleback College Foundation President's Account	
<u>Volume Growth Incentive:</u>	
Volume exceeds annual volume of 10,800 combined gallons and cases*: An additional \$2.50/24 unit case and \$1.25 per 12 unit case	
*Paid only on incremental cases purchased by College and not sold through vending machines	
<u>Product Donations:</u>	
Up to 400 cases of a combination of 12 oz. carbonated soft drinks and 16.9 cases of Aquafina/year	
First, third and fifth signing anniversary: Scholarship funds to Saddleback College for a total of \$2,500 per occurrence.	
Sideline Kits: Valued at \$1,000 and distributed each year after September 1 st .	
Promotional Sampling Days: Sampling vehicles two days per year in tandem with radio station sponsor.	

**AMENDMENT No. 1
TO THE
SOFT DRINK SUPPLIER AGREEMENT
FOR
SADDLEBACK COLLEGE**

THIS AMENDMENT shall modify the original agreement dated July 1, 2009, by and between the **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "DISTRICT," and **Bottling Group, LLC**, hereinafter referred to as "CONTRACTOR"

WHEREAS, Article 2 of the original agreement provides that the term shall be for a three(3) year period beginning on June 30, 2012 with two-one year options for renewal under the same terms and conditions; and

WHEREAS, Article 2 of the original agreement provides that either party may choose not to exercise a renewal option by providing the other party with sixty (60) days written notice prior to the start of the renewal period; and

WHEREAS, neither party provided such notice;

NOW, THEREFORE, the parties agree as follows:

1. TERM.

The term of the agreement is hereby extended for one more year, starting on July 1, 2012 and ending on June 30, 2013, under the same terms and conditions of the original agreement.

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

"DISTRICT"
South Orange County
Community College District

"CONTRACTOR"
Bottling Group, LLC

By: _____
Dr. Debra L. Fitzsimons

Title: Vice Chancellor, Business Services

Date: _____

By: _____

Title: _____

Date: _____

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Library and Learning Resource Center
Renovation: Notice of Completion

ACTION: Approval

BACKGROUND

On April 26, 2010, the Board approved the award of bid to Bayley Construction for the Library and Learning Resource Center Renovation project (Library project) at Saddleback College.

Public Contract Code 7107 states that within 60 days after the date of completion, the retention withheld by the public entity shall be released. In the event of a dispute, the public entity may withhold from the final payment an amount not to exceed 150% of the disputed amount.

STATUS

The contractor has been working to complete contract work and punch list items over the past few months. Contract work is now completed.

The Library project has numerous outstanding issues that are in dispute. Staff continues to work with District counsel towards resolution of contractor labor compliance issues and claims against the District by the contractor. Estimates for current claims issues exceed retention and therefore no money can be released to the contractor following the recordation of the Notice of Completion. Once the District files a Notice of Completion with the County Recorder, subcontractors or material suppliers have 35 days to serve a stop notice. Staff anticipates increased awareness of outstanding issues after this deadline.

Staff recommends that a Notice of Completion be recorded for the Library and Learning Resource Center Renovation project.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize the recordation of the Notice of Completion, EXHIBIT A, for the Library and Learning Resource Center Renovation project at Saddleback College.

Recording Requested
By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: JAMES B. UTT MEMORIAL LEARNING RESOURCE CENTER RENOVATION PROJECT at SADDLEBACK COLLEGE, Bid No. 1079, the contract for the doing of which was heretofore entered into the 3rd day of June, 2010, which contract was made with BAYLEY CONSTRUCTION as Contractor; that said improvements were completed on the 7th day of September, 2012, and accepted by formal action of the governing board of said District on the 29th day of October 2012, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above named Contractor is LIBERTY MUTUAL SURETY; that the property hereinafter referred to and on which said improvements said improvements were made is described as follows:

SADDLEBACK COLLEGE
28000 MARGUERITE PKWY.
MISSION VIEJO, CA 92692

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By _____
Gary L. Poertner
Chancellor

Dated

STATE OF CALIFORNIA]
] ss.
COUNTY OF ORANGE]

Gary L. Poertner, being first duly sworn, deposes and says:

That he/she is Secretary of the Board of Trustees of the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California;

That he/she has read the foregoing Notice of Completion and knows the contents thereof and that the facts stated therein are true and correct.

Gary L. Poertner
Chancellor

Dated

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on
this _____ day of _____, 20____,
by Gary L. Poertner
proved to me on the basis of satisfactory evidence to
be the person who appeared before me.

Signature

(Seal)

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

BACKGROUND

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

STATUS

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

RECOMMENDATION

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

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honorarium/Travel</i>
10/16/12 1:30pm SSC 212	April Cabbage-Vega - Women's and Gender Studies Advisory Committee Speaker's Series	Olivia Klaus	Sin by Silence	\$600 ASG Funds
10/17/12 12:00pm FA 103	Joey Sellers - MUS 46 – Jazz Improvisation	Gary Carner	Pepper Adams Lecture	\$150 AGS Funds
10/18/12 10:30am SSC 212	April Cabbage-Vega - Women's and Gender Studies Advisory Committee Speaker's Series	Marissa Preseley	Domestic Violence Awareness	\$400 ASG Funds
10/19/12 10am SSC 212	Patricia Flanigan - Student Success Summit	Barbara Illowsky	BSI Student Success	\$350 BSI Fund Categorical
10/19/12 10am SSC 212	Patricia Flanigan – Student Success Summit	Cynthia Rico	Student Success	\$100 BSI Fund Categorical
11/5/12 4:00pm BGS 357	Claire Cesareo-Silva - Ethnic Studies Advisory Committee “Living in the Bubble”, Hidden Social Issues in Orange County	Jodi Barber	Film showing “Overtaken” and discussion	\$100 ASG Funds
11/6/12 5:00pm HS 145	Claire Cesareo-Silva - Ethnic Studies Advisory Committee “Living in the Bubble”, Hidden Social Issues in Orange County	Lisa Becker	Co-Presenter: “Mental Illness and Law Enforcement: Erasing the Stigma” about efforts to improve understanding and advocacy when law enforcement encounter individuals with mental illness.	\$50 ASG Funds

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honorarium/Travel</i>
11/7/12 7:00pm SSC 212	Claire Cesareo-Silva - Ethic Studies Advisory Committee "Living in the Bubble", Hidden Social Issues in Orange County	Mary Garcia	Co-Presenter: "Mental Illness and Law Enforcement: Erasing the Stigma" about efforts to improve understanding and advocacy when law enforcement encounter individuals with mental illness.	\$200 ASG Funds
11/8/12 7:00pm BGS 356	Claire Cesareo-Silva - Ethic Studies Advisory Committee "Living in the Bubble", Hidden Social Issues in Orange County	Colle Carpenter	Co-Presenter: "Mental Illness and Law Enforcement: Erasing the Stigma" about efforts to improve understanding and advocacy when law enforcement encounter individuals with mental illness.	\$200 ASG Funds
12/8/12 8:30am SSC 212	Barbara Tamialis – Child Development Conference	Jean Barbre Krista Murphy	Social Emotional Teaching, Prevention and Support Strategies – Part 2	\$2000 Perkins Funds
1/25/13 9:30am Laguna Woods Village Auditorium Clubhouse 3	Collettee Chattopadhyay – Distinguished Guest Lecture Series	Diane Edwards	The State of the Emeritus Institute	\$100
2/1/13 9:30am Laguna Woods Vill. Auditorium Clubhouse 3	Collettee Chattopadhyay – Distinguished Guest Lecture Series	Shaun MacGillivray	The Ocean's Storyteller	\$100
2/8/13 9:30am Laguna Woods Vill. Auditorium Clubhouse 3	Collettee Chattopadhyay – Distinguished Guest Lecture Series	Janice Arrington	The History & Future of Filmmaking in Orange County	\$100

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honarium/Travel</i>
3/1/13 9:30am Laguna Woods Vill. Auditorium Clubhouse 3	Collettee Chattopadhyay – Distinguished Guest Lecture Series	Daniel Brustetter	Middle East: Drones	\$100
3/08/13 9:30am Laguna Woods Vill. Auditorium Clubhouse 3	Collettee Chattopadhyay – Distinguished Guest Lecture Series	Ellen Olshansky	An Integrated Approach to Promoting Wellness Across the Lifespan	\$100
3/15/13 9:30am Laguna Woods Vill. Auditorium Clubhouse 3	Collettee Chattopadhyay – Distinguished Guest Lecture Series	Steve Churm	Reporting the News in Orange County	\$100
3/29/13 9:30am Laguna Woods Vill. Auditorium Clubhouse 3	Collettee Chattopadhyay – Distinguished Guest Lecture Series	Thomas Scott	Will Rogers & the Roping Fool	\$100
4/5/13 9:30am Laguna Woods Vill. Auditorium Clubhouse 3	Collettee Chattopadhyay – Distinguished Guest Lecture Series	Steven Axelrod	Elizabeth Bishop: American Pert Laureate	\$100
4/12/13 9:30am Laguna Woods Vill. Auditorium Clubhouse 3	Collettee Chattopadhyay – Distinguished Guest Lecture Series	Susan Narucki	Forbidden Music: Hidden Language	\$100

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honarium/Travel</i>
4/19/13 9:30am Laguna Woods Vill. Auditorium Clubhouse 3	Collettee Chattopadhyay – Distinguished Guest Lecture Series	Godfrey Harris	Leonardo de Vinci: New Interpretations	\$100
4/26/13 9:30am Laguna Woods Vill. Auditorium Clubhouse 3	Collettee Chattopadhyay – Distinguished Guest Lecture Series	James Swindin	Early Impressionist Art in Southern California	\$100
5/3/13 9:30am Laguna Woods Vill. Auditorium Clubhouse 3	Collettee Chattopadhyay – Distinguished Guest Lecture Series	Nalini Rao	A Passage to India: Royal Portraits at Vijayanagara (World Heritage Site)	\$100
5/10/13 9:30am Laguna Woods Vill. Auditorium Clubhouse 3	Collettee Chattopadhyay – Distinguished Guest Lecture Series	Eric Shanower	The “Age of Bronze” and Graphic Novels	\$100
5/17/13 9:30am Laguna Woods Vill. Auditorium Clubhouse 3	Collettee Chattopadhyay – Distinguished Guest Lecture Series	Alannah Rosenberg	Disneyland & Other Dreams of Utopia	\$100

IRVINE VALLEY COLLEGE

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

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Trustees' Requests for Attending Conferences
ACTION: Approval

BACKGROUND

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

STATUS

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

RECOMMENDATION

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

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

TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

EVENT/LOCATION	DATE(s)*	ESTIMATED COST** (per person)	TRUSTEE REQUESTED ITEM:	TRUSTEE(S) ATTENDING
CCLC 2013 Effective Trusteeship Workshop Sheraton Grand Sacramento, CA	1/25-1/27/13 (2)	\$2,150.00	none	
CCLC 2013 Annual Legislative Conference Sheraton Grand Sacramento, CA	1/27-1/28/13 (1)	\$1,550.00	none	

* 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: Agreement for Special Services for ATEP Project: McKenna Long & Aldridge, LLP

ACTION: Approval

BACKGROUND

The District has used the services of McKenna Long & Aldridge, LLP since September 2008. The company provides specialized services as an advisor on Base Closure and Realignment Commission issues related to the ATEP property.

STATUS

McKenna Long & Aldridge, LLP will continue to advise on issues related to transfer agreements, remediation of environmental contamination, road and utilities easements and ongoing land use agreements. The professional fees for this project will be based on time and materials basis at a discounted hourly rate of: Robert E. Tritt, Partner at \$650 per hour; Tami L. Azorsky, Partner at \$750 per hour; and Sharice V. Owens, Associate, at \$325 per hour.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the agreement (Exhibit A) with McKenna Long & Aldridge, LLP, for the ATEP project, on a time spent hourly rate.

Albany
Atlanta
Brussels
Denver
Los Angeles

**McKenna Long
& Aldridge**
Attorneys at Law LLP

303 Peachtree Street, NE • Suite 5300 • Atlanta, GA 30308
Tel: 404.527.4000 • Fax: 404.527.4198
www.mckennalong.com

EXHIBIT A
Page 1 of 2

New York
Philadelphia
San Diego
San Francisco
Washington, D.C.

ROBERT E. TRITT
(404) 527-8130

EMAIL ADDRESS
rtritt@mckennalong.com

September 18, 2012

Via E-mail

Dr. Debra L. Fitzsimons, Vice Chancellor of Business Services
South Orange County Community College District
28000 Marguerite Parkway
Health Sciences Building, District Services, Office Number 320
Mission Viejo, California 92692

Dear Debra:

This letter updates and supplements the engagement letter between McKenna Long & Aldridge and the South Orange County Community College District, dated September 26, 2008. The engagement letter provides that our firm will bill the District at its hourly rates as in effect from time to time. The initial hourly rates in 2008 for the lawyers engaged in representation of the District were as follows:

Robert E. Tritt (Partner)	\$550
Sharice V. Owens (Associate)	\$255

The engagement letter also provides that the rates can be adjusted periodically.

Effective Feb 1, 2009, the rates for myself and Sharice Owens were adjusted to the following;

Robert E. Tritt (Partner)	\$575
Sharice V. Owens (Associate)	\$275

Effective February 1, 2010, the rates for myself and Sharice Owens were further adjusted to be as follows:

Robert E. Tritt (Partner)	\$600
Tami L. Azorsky (Partner)	\$680
Sharice V. Owens (Associate)	\$320

Debra L. Fitzsimons
September 18, 2012
Page 2

Effective February 1, 2011, the rates for myself and Sharice Owens were further adjusted to be as follows:

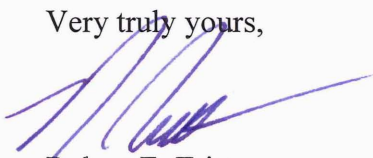
Robert E. Tritt (Partner)	\$625
Tami L. Azorsky (Partner)	\$710
Sharice V. Owens (Associate)	\$325

Effective February 1, 2012, the rates for myself and Tami L. Azorsky were further adjusted to be as follows:

Robert E. Tritt (Partner)	\$650
Tami L. Azorsky (Partner)	\$750

If you need any further information with respect to this please do not hesitate to contact me.

Very truly yours,



Robert E. Tritt

RET/ac

ACCEPTED AND AGREED:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
Its: _____

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 12-33 to Amend FY 2012-2013 Adopted Budget

ACTION: Approval

BACKGROUND

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

STATUS

In order to properly account for the revenues and expenditures of these funds, it is necessary to amend the FY 2012-2013 Adopted Budget.

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

General Fund

Cooperative Agencies Resources for Education (CARE) at Irvine Valley College	\$2,030
Extended Opportunity Programs & Services (EOPS) at Irvine Valley College	\$28,186
Credit Matriculation at Saddleback College	\$49,087
Non-credit Matriculation at Saddleback College	(\$9,020)
WIA CTE Youth Grant at Irvine Valley College	(\$78,641)
NSF S-STEM Scholars Program	\$152,224
Total Increase to the General Fund	<u><u>\$143,866</u></u>

Total Budget Amendment	<u><u>\$143,866</u></u>
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RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 12-33 to amend the FY 2012-2013 Adopted Budget as indicated in Exhibit A.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION 12-33

October 29, 2012

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$143,866 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Title 5 of the California Code of Regulations, Section 58308;

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

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

General Fund

<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
8100	Federal Revenue	\$152,224
8600	State Revenue	\$70,283
8800	Local Revenue	(\$78,641)
		<hr/> \$143,866 <hr/>

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
1000	Academic Salaries	\$20,724
2000	Classified Salaries	\$54,339
3000	Fringe Benefits	(\$8,389)
4000	Books and Supplies	\$2,172
5000	Other Operating Expenses and Services	(\$33,100)
7000	Other Outgo	\$108,120
		<hr/> \$143,866 <hr/>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT
GENERAL FUND
RESOLUTION 12-33
October 29, 2012

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, Gary L. Poertner, Secretary to the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the Budget Amendment and foregoing Resolution in the amount of \$143,866 was duly and regularly adopted by the said Board at a regular meeting thereof held on October 29, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30th day of October 2012.

Gary L. Poertner
Secretary to the Board of Trustees

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Auction No. 58-Surplus Property
ACTION: Approval

BACKGROUND

The Facilities Planning and Purchasing department accumulates surplus supplies, equipment, materials and other items including "lost and found" merchandise from various departments at the warehouse on both campuses. Items, which are determined to be of no usable value to the District, are then aggregated for disposal. Board Policy 3600 requires that the Board of Trustees authorize the disposal of surplus or obsolete supplies and equipment no longer suitable for district purposes.

STATUS

The items described in the attached EXHIBIT A have been found no longer suitable for district or college use. It is recommended that a public auction be held in accordance with the requirements of Education Code No. 81450 (b). All items will be sold to the highest bidder upon the completion of the auction.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the sale of surplus property, Auction No. 58 and authorize the Executive Director of Facilities Planning and Purchasing to hire a private auction firm to conduct the auction and to dispose of items not sold at the auction.

#	DESCRIPTION	LOCATION	MODEL	INVENTORY #
1	1 - GAS GOLF CART	PKG. LOT		
2	1 - "1982" DUMP TRUCK	PKG. LOT	FORD	890
3	1 - ELECTRIC GOLF CART	PKG. LOT		
4	LOT-71 DELL OPTIPLEX COMPUTERS,	A-5, A-11		8583, 8470, 8377, 8459, 8440,
		A-12, A-17		8581, 8580, 8560, 8480, 8381,
		A-18		8491, 8408, 8519, 8385, 7590,
				8410, 8508, 8399, 9173, 9629,
				9635, 9730, 8814, 9715, 8815,
				8803, 9073, 9714, 7761, 8807,
				9668, 9176, 9179, 9175, 9483,
				9033, 9567, 9656, 9385, 9543,
				9540, 9151, 9669, 9502, 9159,
				9172, 9240, 9658, 9056, 9072,
				9047, 9049, 9330, 9168, 9060,
				9321, 9706, 11657, 11660,
				11725, 12005, 11700, 11982,
				10528, 11722, 11716, 11717,
				11656, 11578, 10874
	5-MAC POWER COMPUTERS,			8969, 11066, 8972, 8935
	6-IMAC COMPUTERS,			7898, 10362, 10353, 10358
	1-IMAC MONITOR, 1-DELL PRINTER,			8844
	3-DELL POWEREDGE SERVERS,			8823, 8824, 5206
	2-APPLE G5 SERVERS,			11730, 8741
	1-APC DL2200 RM3U2 UPS,			5730
	1-HP LASERJET 4M PRINTER,			1359
	2-HP LASERJET 3800 DN PRINTERS,			11690, 11420
	4-HP LASERJET 400N PRINTERS,			3061, 1905, 3188, 1107
	4-HP LASERJET PRINTERS,			1762, 9354
	1-OKI PRINTING SOLUTION SCANNER,			
	2-WINBOOK LAPTOPS,4-DELL LAPTOPS,			12709, 8781,12370, 9989
	4-MICRON TRANSPORT LAPTOPS,			5895, 5635,
	1-SHARP VIDEO PROJECTOR, 1-CMS			2310
	CARD READER, LOT-3 PLT. MONITORS,			
	1-BOX CMS CARD READERS, 9-BOXES			
	OF KEYBOARDS-CABLES-PARTS			
5	8-DELL 620 COMPUTERS,	A-9		11755, 11745, 11749, 11750,
				11743, 11748, 11746, 11744
	20-DELL 280 COMPUTERS			9075, 9064, 9066, 9080, 9058,
				9065, 9071, 9329, 9054, 9076,
				9211, 9059, 9069, 9333, 9070,
				9332, 9078, 9077, 9334, 9055
	LOT-28 DELL MONITORS			
6	LOT-20 COMPUTER MONITORS	A-10		
7	1-SHARP 27" TV, 3-DELL 17" MONITORS,	A-16		
	3-HP LASERJET PRINTERS,			4756, 4495, 7008
	1-EPSON P860A PRINTER,1-HPDESKJET			
	PRINTER, 1-HP 960C PRINTER, 1-EPSON		1220C	
	SCANNER,1-YAMAHA CDX730CD DECK,		1240U	
	2-HP PRINT/COPY/FAX SCAN		C7280	
	1-HP PRINTER,1-HP OFFICEJET7410AIO,		C8154A	

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#	DESCRIPTION	LOCATION	MODEL	INVENTORY #
	LOT-8 BOXES TONER CARTRIDGES,	A-16		
	1-BOX HP INKCARTRIDGES,1-BOX MISC.			
	SOFTWARE,LOT-3 MICROTEKSCANNER			
	ATTACHMENTS, 1-BOX ADAPTORS,			
	1-DELL DATA PROJECTOR,		5100MP	14723
	1-HITACHI DATA PROJECTOR,		CP-X445	10399
	1-NEC DATA PROJECTOR,		MT 1055	6363
	1-PANASONIC DATA PROJECTOR,		PT-L735U	6947
	1-RNIB TSC CALCULATOR,			
	1-HP DESKJET 960C PRINTER,			
	1-MICRON CLIENT PRO PENT CPU,			9865
8	1-QUASAR VIDEO MONITOR,	B-8	TT9000YQ	
	1-PANASONIC 27" TV, 2-MONITORS,		CT-27G7DF	
	2-DOCUMENT CASES,1-VECTORSCOPE,			
	6-SONY MINI DV DECKS,			9936, 8270, 8271
	2-SONY VIDEO CAMERAS,			5625, 5626
	2-WAVEFORM MONITORS,			8297, 8191
	1-DIGITAL BASE CORRECTOR,			69
	LOT-17 DELL MONITORS			
9	LOT-69 DELL OPTIPLEX COMPUTERS	B-9, B-15		10620, 10551, 10531, 10573,
				10490, 10482, 10857, 10270,
				10531, 10813, 10534, 10572,
				10563, 10582, 10578, 10496,
				10870, 10562, 10522, 10510,
				10511, 10557, 10480, 10868,
				10843, 10571, 14421, 10566,
				10481, 10487, 10576, 10829,
				10131, 10254, 10800, 10570,
				10501, 10840, 10234, 10613,
				10825, 10224, 10831, 10834,
				10225, 10594, 10872, 10548,
				10841, 10560, 10509, 10532,
				10195, 10516, 10523, 10021,
				10316, 10095, 10502, 10584,
				10203, 10237, 10312, 10111,
				7830, 7832, 10796
	1-MICRON COMPUTER,			4319
	1-SHARP 27" TV, 1-HP LASER PRINTER,		5M	
	1-MICRON CLIENT PRO PENT CPU,			9268
	1-APPLE G4 CPU, 1-MITSUBISHI CRT			
	MONITOR, 1-HITACHI VCR, 2-BOXES OF		VT-1110A	
	CABLES & KEYBOARDS, 1-APPLE IMAC,			15065
	2-HP SCANJET SCANNERS,LOT-19 DELL			
	MONITORS,1-DELL LATITUDE LAPTOP,		C810	6670
	1-DELL PENT LATITUDE LAPTOP,		D630C	14697
	1-HITACHI DATA PROJECTOR ,		CP-X444	14120
	1-DELL OPTIPLEX PENT CPU,		GX-520	10881
10	2-HP OFFICEJET PRINT/COPY/SCAN,	B-10, B-16	6310	
	2-HP LASERJET PRINTERS,		4L	
	1- YAMAHA CD DECK,		CDX-710U	

#	DESCRIPTION	LOCATION	MODEL	INVENTORY #
	1-PANASONIC VCR, 2-DELL MONITORS,	B-10, B-16	AG-1320P	
	1-PC POWER SUPPLY, 1-HOLE PUNCH,			
	1-HP SURESTORE TAPESTORAGE UNIT,		DAT 24	
	1-DELL POWER CONNECT2024 SWITCH,			
	3-HP LASERJET PRINTERS,1-PC CLONE,			3992, 6868, 6869
	2-HP 17" MONITORS, 1-SONY AMP,		STR-D365	
	1-PANASONIC VHS DECK,		AG7150	4422
	2-HP VECTRA CPU, 1-EPSON SCANNER,			6015, 6016
	1-DELL GX280 PENT CPU, 1-JVC VCR,			7827
	1-SONY DVD/VHS COMBO DECK,		SLV-D380P	
	8-DELL MONITORS, 1-ULTRA SHARP 21"			
	MONITOR, 1-DELL WHL PENT CPU,			6709
	3-PANASONIC DATA PROJECTORS,			7722, 6953, 7631
	1-BOX FLOPPY DISKS, 1-ZIP DRIVE,			
	1-APC BACK-UPS PRO 1400 UPS,			
	1-PANASONIC DVD DECK,		DVD-A310	
	3-DELL OPTIPLEX PENT CPU,		GX-280	7809, 7770, 7839
	6-BOXES TONER CARTRIDGES,		XEROX	
	2-BOXES VARIOUS PARTS & CARDS,			
	1-BOX INSTALL CD'S, 1-BOX MONITOR		DELL	
	PEDESTALS, 1-BELL & HOWELL TAPE		3085	
	RECORDER, 4-PANASONIC DATA			7660, 6942, 6944, 6952
	PROJECTORS, 1-BOX OF ADAPTORS,		DELL	
	1-BOX OF FILE CAB DIVIDERS,1-BOX OF			
	VARIOUS POWER CABLES, 1-BOX OF		DELL	
	ZIP DRIVES, 1-BOX VARIOUS CABLES,			
	1-BOX OF TYPEWRITER RIBBONS,			
	1-HP LASERJET PRINTER,		5N	
	1-SONY TRINITRON 13" TV MONITOR,		PVM-1380	
	1-PANASONIC 13" TV/VCR,		PV-C1321	
	1-HITACHI DATA PROJECTOR,		CP-X444	10707
	1-BOX OF BACK UP MEDIA, 2-BOXES OF			
	KEYBOARDS & MICE,1-BOX OF CABLES,			
	2-BOXES OF PLASTIC PC PARTS,			
	3-DELL MONITORS, 1-BOX OF MONITOR			
	PEDESTALS, 2-BOXES OF FOLDERS &			
	BINDERS, 1-HITACHI VCR, 1-APPLE		VT-1110A	
	MACBOOK PRO, 6-BOXES OF CABLES &			
	COMPUTER PERIPHERALS, 1-LAPTOP			
	BAG, 1-INLAND KEYBOARD DRAWER,		3000	
	1-PANASONIC VCR, 1-DELL MONITOR,		AG-1000B	
	1-HP LASERJET PRINTER, 1- EPSON		8000N	
	STYLUS COLOR PRINTER, 1-HP OFFICE		880	
	JET PRINT/COPY/SCAN/FAX,		J5780 AIO	
	1-DELL PRINTER,		1710N	
11	LOT-90 DELL OPTIPLEX COMPUTERS,	B-11, B-12		8603, 8577, 8537, 8794, 9680,
		B-17, B-18		9185, 9036, 9163, 9391, 9062,
				9360, 8819, 9587, 9505, 9690,
				8418, 9498, 9487, 9623, 9632,
				9480, 9541, 8539, 8661, 9177,

#	DESCRIPTION	LOCATION	MODEL	INVENTORY #
		B-11, B-12		8533, 9496, 9583, 8576, 9493,
		B-17, B-18		9481, 11447, 10173, 11580,
				11521, 12593, 11516, 11471,
				11588, 11541, 11519, 11566,
				11504, 11514, 11542, 11454,
				10166, 11615, 11435, 11611,
				10232, 11778, 11547, 10198,
				11461, 11463, 11599, 11595,
				11528, 11485, 11451, 11263,
				11544, 11620, 11622, 11484,
				10547, 11810, 11694, 11512,
				11470, 11597, 11557, 10794,
				11525, 10846, 11527, 11267,
				10581, 10494, 10568, 12011,
				10054, 11536, 12007, 10585,
				11438, 11699, 13313, 12976
	1-GRASS VLY. VIDEO CONFERENCING			
	MAIN DOCKING STATION, 1-GRASS VLY.			
	VIDEO CONFERENCING CAMERA,			
	2-POLYCOM VIDEO CONFERENCING,		VS4000	8757, 8758
	1-POLYCOM VISUAL CONCERT, 1-AMX			
	MODERO CONTROL MONITOR, 1-VIEW			
	STATION FX POLYCOM, 1-HP LASERJET,		4050N	
	1-SHURE TELECONFERENCING UNIT,			
	2-DELL LATITUDE LAPTOP COMPUTER,		D600	8780, 9992
	1-HP COLOR MF PRINTER,		LJ2840	
	4-SCANTRON CLARITY SCANNERS,			11966, 11972, 13149, 11969
	1-HP SCANJET ADF, 3-RACKMOUNT			
	COMPUTERS, 1-OVERLAND BACKUP,			5618
	1-SYMPOSIUM MONITOR, 3-FAX MACH.,			13946
	5-DVD/VHS COMBO UNITS, LOT-1 MISC.			
	COMPUTER PARTS & MONITORS,			
	1-CISCO CATALYST SWITCH,			998
	1-MAC G4 COMPUTER			439
12	LOT-73 DELL OPTIPLEX COMPUTERS,	B-14, B15		10091, 10127, 10129, 10141,
				10143, 10147, 10152, 10154,
				10155, 10162, 10163, 10213,
				10216, 10221, 10293, 10306,
				10307, 10308, 10314, 10319,
				10835, 11522, 14475, 10296,
				10140, 10544, 11440, 10128,
				10093, 10126, 10130, 10133,
				10134, 10135, 10137, 10138,
				10150, 10156, 10159, 10161,
				10169, 10172, 10177, 10180,
				10181, 10182, 10183, 10187,
				10206, 10136, 10139, 10144,
				10145, 10146, 10149, 10158,
				10171, 10168, 10179, 10183,
				10212, 10215, 10318, 11365,

#	DESCRIPTION	LOCATION	MODEL	INVENTORY #
		B-14, B15		10142, 10175, 10176, 10184, 10208, 10218, 10579, 10733, 9501
	4-CLIENT PRO COMPUTERS,			8114, 8116, 8118, 5668
	1-PINNACLE REO-650 OPTICAL DRV,			523
	3-BOXES ASSORTED FLOPPY DRIVES,			
	5-COMPUTER MONITORS, 3-BOXES OF ASSORTED OPTICAL DRIVES,			
	1-EST SYS-P11			5363
13	1-EPSON PRINTER, LOT-10 VARIOUS HP TONER CARTRIDGES,	B-2	FX-880	
	1-EPSON PRINTER,		FA-870	
	2-HP LASERJET PRINTERS,		1022	
	1-IMAGE TONER CARTRIDGE,		CTGPB16C	
	1-HP LASERJET PRINTER,		P4014N	
	1-HP LASERJET PRINTER,		4250TN	11056
	1-HP LASERJET PRINTER,		2100	
	2-MICRON COMPUTERS,			2719, 8149
	7-MPC COMPUTERS,			11742, 12581, 11934, 11938, 9947, 9868, 9308
	3-DECPC COMPUTERS,			3853, 3796
	2-SUMMIT VIDEO APPLIANCE PC,			8154, 8156
	3-DELL COMPUTERS,			8366, 8531
	5-MICRON COMPUTERS,			5914, 3752, 756, 5653, 8127
	5-MPC CLIENT PRO ALL IN ONE PC,			9896, 9893, 9894
	1-DELL COMPUTER,			8398
	2-FIRE ALARM COMPUTERS,			12740, 12741
	1-MICRON COMPUTER,			5370
	1-APC SMART UPS,			3064
14	1-QUASAR VIDEO VIEWER,	B-3	VV1306	
	8-MONITOR STANDS, 5-MONITORS,			
	1-IBM CORRECTING TYPEWRITER,			
	1-PERKIN ELMER FTR,			4783
	1-PERKIN ELMER ACCESSORY,			4813
	1-BOSTON AIR CLEANER,		25760	
	1-ALTEC COMPUTER SPEAKER,		ACS33	
	1-3M TATTLE TAPE SYSTEM,		611	11629
	1-FUJITSU SCANNER,		FI-4340C	8301
	8-DIGITAL HUBS,			3818, 3819, 3817, 23799, 3813, 2826, 1994, 925
	3-DIGITAL SWITCHES,			3857, 926
	2-HP HUBS, 1-ASANTE HUB,			2829, 3777, 3816
	1-CISCO 2500, 1-LAN ART HUB,			2830, 958
	1-DIGITAL TAPE BACK UP,			2841
	1-DIGITAL REEL TAPE PLAYER,			3825
	1-VIEWSONIC MONITOR,		VG2230WM	
	1-DELL MONITOR, 1-HP OFFICE JET,		7210	
	2-HP LASER JET PRINTERS,		1022	
	3-HP PRINT CARTRIDGES, 1-MICRON MONITOR, 1-HP LASERJET PRINTER,		4100N	5163

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#	DESCRIPTION	LOCATION	MODEL	INVENTORY #
	1-VIEWSONIC MONITOR,	B-3		
	1-HP PHOTO SCANNER,		C5101A	
	1-VISIONEER ONE TOUCH USB,		8920	
	1-COPYSTAR TONER KIT,		TK-413	
	1-HP LASERJET PRINTER,		1320N	
	1-HP LASERJET PRINTER,		1320	
	1-HP LASERJET PRINTER,		1200	
	3-MICRON COMPUTER KEYBOARDS,			
	1-BOX OF VARIOUS CABLES,			
	1-SWINGLINE ELECTRIC 2-HOLEPUNCH,		532	
	1-CISCO IP CONFERENCE SYSTEM,			
	1-AMX MONITOR, 1-FAX/SCAN/COPY,		BROTHER	
	1-HP LASERJET PRINTER,		4250N	9527
	1-HP LASERJET PRINTER,		4000N	2687
	1-HP LASERJET PRINTER,		4100TN	5158
	1-HP LASERJET PRINTER,		4050N	3185
	1-HP LASERJET PRINTER,		4250N	14436
15	1-COPYSTAR COPIER,	B-4	CS-1650	
	1-PANASONIC VHS MOVIE CAMERA,		AG-196	
	1-HP OFFICEJET ALL IN ONE MACHINE,		6310	
	1-HP ALL IN ONE PRINTER,		7310	
	1-PANAFAX FAX MACHINE,		DF-1100	808
	1-CAMSCOPE,			12085
	1-HP LASERJET PRINTER,		P3005N	
	3-KITCHEN AID MACHINES, 1-LAMP,			
	1-SCALE, 1-CUISINART, 2-MICROWAVE		GE	
	OVENS,1-KITCHEN AID MIXER,1-BOX OF			
	VARIOUS COOKING KITCHEN PANS,			
	1-VHF WIRELESS SYSTEM, 1-TV MOUNT		SAMSON	
16	1-IBM WHEELWRITER TYPEWRITER,	B-5		
	1-DELL PRINTER, 1-MICRON MONITOR,			
	1-XEROX PHASER PRINTER,		6360	12651
	2-DELL TONERS, 1-DELL PRINTER,		3000CN	
	1-HP PRINTER,1-HP SCANJET ADF,		C4180	
	1-FELLOWS SHREDDER,			
	1-CANNON FAX MACHINE		L80	
17	1-HP COLOR LASERJET PRINTER,	A-3	3800 DN	
	4-DELL MONITORS,2-MICRON LAPTOPS,			3779
	2-SHARP PROJECTORS,		XG-C430X	13096, 13097
	2-SANYO PROJECTORS,		PROXTRAX	8713, 8716
	1-EPSON PROJECTOR,		EMP-8100	5408
	2-SHARP PROJECTORS,		XG-PH50X	
	4-COMPUTER KEYBOARDS, 1-MOUSE,			
	1-MICRON MONITOR, 1-DESK TRAY,			
	1-LAMP, 1-DELL COMPUTER, 1-DELL			9667
	MONITOR, 1-SONY VIDEO CASSETTE		BVU-900	82
	PLAYER, 1-DURACRAFT IONIZER,			
	2-KEYBOARD DESK TRAYS,2-BOXES OF			
	VARIOUS COMPUTER DISKS & CABLES,			
	3-CANNON CALCULATORS,		P1-OH111	

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#	DESCRIPTION	LOCATION	MODEL	INVENTORY #
	1-RAPIDPRINT TIME CLOCK,	A-3		
	3-COMPUTER KEYBOARDS,			
	1-NIKON COOLPIX CAMERA,		995	
	3-CALCULATOR INK ROLLERS,			
	1-PANASONIC VHS MOVIE CAMERA,		AG-180	2567
	1-DELL INSPIRON LAPTOP COMPUTER,		1545	
	1-DELL LAPTOP COMPUTER			11375
18	1-BULLETIN BOARD, 2-PODIUMS,	WH-2		
	1-METAL KEY CABINET, 4-PROPANE			
	TANKS, 1-ROLLING WALL DIVIDER,			
	LOT-1 VARIOUS BINDERS & BOOKS,			
	1-RICOH COPIER, 1-TV STAND,		2035ESP	8346
	1-FELLOWS SHREDDER,		P580	
	1-PHOTO ETCHING MACHINE,			3120
	1-PULL DOWN WALLMAP,			
	1-HP DESIGN PRINTER,		450C	2301
	1-FIT STRIDE TRAINER,		93X	7868
	LOST & FOUND ITEMS LOT - 40 BOXES			
	OF BOOKS, CLOTHING, SUNGLASSES,			
	JEWELRY, 2-BICYCLES, CALCULATORS,			
	NOTEBOOKS, VARIOUS BAGS, EYE			
	GLASSES, UMBRELLAS, SANDALS,			
	BACKPACKS, BINDERS, 1-RAZOR			
	SCOOTER, TENNIS RACKETS			
19	1-STAR TRAC TREADMILL,	WH-O		4375
	LOT-28 METAL FILE CABINETS,			
	LOT-40 WOODEN DESKS, LOT-4 METAL			
	DESKS, 1-LIFECYCLE MACHINE,		9500R	
	1-SCOTSMAN ICE MACHINE,			1576
	1-ROLLING WOOD DISPLAY CASE,			
	LOT-6 WOOD TABLE, 1-METAL CABINET,			
	4-WOOD DISPLAY CASES, LOT-9 WOOD			
	BOOK CASES, LOT-85 OFFICE CHAIRS,			
	LOT-24 WOODEN COMPUTER DESKS,			12145, 12146, 12153, 12160,
				12159, 12158, 12535, 12129,
				12154, 12152, 12148, 12147,
				12149, 12161, 12530, 12163,
				12157, 12151
	LOT-1 SCIENCE SUPPLIES, 1-SCALE,			1598
	LOT-1 PARKING MEETERS, 2-PERMIT			
	DISPENSERS, LOT-14 WOOD DRAWING			6891
	TABLES, LOT-1 SCIENCE SUPPLIES &			
	CABINET, 1-METAL CHAIR, 3-ROLLING			
	CARTS, 1-KENMORE REFRIGERATOR,		461-98475	
	1-DANBY REFRIGERATOR, 1-RENCO			8310
	REFRIGERATOR, 1-MICROWAVE OVEN,			
	1-WATER COOLER, 1-SHREDDER,		ASCENT	
	1-REFRIGERATOR, 1-WESTINGHOUSE			
	FREEZER, LOT-1 METAL SHELVING,			
	1-INVISION 3D PRINTER,			9910

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#	DESCRIPTION	LOCATION	MODEL	INVENTORY #
	1-SOFTBALL PITCHING MACHINE,	WH-O		5927
	1-HOSHIZAKI ICE MAKER,			16698
	1-VULCAN STOVE, 1-FRYMASTER,			12333, 7498
	1-DELFIELD REFRIGERATOR,		401	1927
	1-CRESS ELECTRIC KILN,		FTX31P	3239
	LOT-4 VARIOUS COUCHES, 10-DESK &			
	CHAIR COMBOS, 1-METAL LOCKER,			
	1-CRESS ELECTRIC KILN,		C-14	
	1-ROLLING CASE, LOT-1 BULLETIN			
	BOARDS, 1-STAR TRAC TREADMILL,			4373
	1-CHOP SAW, 1-KEY CUTTING MACHINE,			
	1-POWER BRUSH MOWER,		DR	
	1-SCHWINN ROWING MACHINE,			
	1-LAPTOP STORAGE CART,			6701
	LOT-1 VARIOIUS CABLES, 2-ROLLING			
	METAL CARTS, 1-FREEZER, 1-CAMP			
	STOVE, 1-INSTRUCTORS DESK,			5981
	1-ROCK VICE, 1-LAPIDARY STATION,			
	1-LIFE FITNESS MACHINE		9100HR	6130

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: ATEP: Contract for the Preparation of an Initial Study/Mitigated Negative Declaration for the City of Tustin and SOCCCD Land Exchange

ACTION: Approval

BACKGROUND

An Initial Study/Mitigated Negative Declaration (IS/MND), traffic impact analysis, noise impact analysis and air quality and greenhouse gas impact analysis are necessary to assess the potential environmental impacts of the following activities:

1. A land swap between the City of Tustin and SOCCCD covering a total approximately 30 acres.
2. The extension of Bell Avenue, a four-lane roadway, from Red Hill Avenue to Armstrong Avenue (approximately 1,900 feet).
3. Amendments to the Specific Plan to modify permitted land uses and to the City General Plan to add Bell Avenue to the Circulation Element.

RGP is a planning firm that has assisted with the preparation of documents for the Short-Range Academic & Facilities Plan, Long-Range Academic Plan (LRAP), Long-Range Academic & Facilities Plan (LRP), and ATEP Phase 3A Concept Plan. RGP's work also included the completion of the program EIR for the Facilities Master Plans for the two campuses.

STATUS

The IS/MND will build upon prior analysis completed as part of the MCAS Tustin Specific Plan Final Environmental Impact Statement /Environmental Impact Report (FEIS/EIR). Completion of the IS/MND is necessary to achieve compliance with the requirements of the California Environmental Quality Act (CEQA).

Given RGP's experience and familiarity with the district and the ATEP campus, they are best suited to complete the CEQA analysis within the aggressive timeframe allotted.

The RGP team, which includes a traffic consultant and air quality and noise consultant proposes a fixed-fee of \$112,223. This cost includes \$7,077 of traffic analysis that may be reimbursed by the City as this amount relates to updating the City's traffic model.

Funds for these services are available in the ATEP Development budget which is \$2,100,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the agreement (EXHIBIT A) for the preparation of the Initial Study/Mitigated Negative Declaration, with RGP in the amount of \$112,223.

**CONSULTANT SERVICES AGREEMENT [BD1]-LAND EXCHANGE INITIAL STUDY/MITIGATED
NEGATIVE DECLARATION (IS/MND)**

This AGREEMENT is made and entered into this 29th day of October in the year 2012 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and **RGP Planning and Development Services**, 8921 Research Drive, Irvine, CA 92618, hereinafter referred to as "CONSULTANT";

WHEREAS, DISTRICT is in the process of completing a land exchange with the City of Tustin and requesting approval of a City of Tustin General Plan Amendment and Specific Plan Amendment on the ATEP campus, hereinafter referred to as "PROJECT"; and

WHEREAS, the California Public Resources Code (PRC) Section 15378 considers any action that has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment a "project;" and

WHEREAS, pursuant to PRC Section 15002 a project is subject to the California Environmental Quality Act (CEQA); therefore, an environmental document must be prepared for the land exchange and other City approvals; and

WHEREAS, DISTRICT and City of Tustin agree that CONSULTANT is the most qualified and cost effective firm to complete the environmental document due to CONSULTANT'S experience working on the ATEP campus and in the City of Tustin, understanding of CEQA and City regulations; and

WHEREAS, CONSULTANT represents that it is professionally qualified and able to prepare the necessary CEQA documentation in compliance with the applicable state laws and state, local guidelines, and in a format consistent with CEQA requirements;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

2. The CONSULTANT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. The CONSULTANT shall submit for the DISTRICT's approval a schedule for the performance of the CONSULTANT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.

3. The services covered by this AGREEMENT shall be completed within 12 months of the date of this AGREEMENT.

4. The general scope of the PROJECT includes the preparation of an IS/MND and requisite environmental technical studies pursuant to the requirements of CEQA. In addition to the preparation of the IS/MND and studies, the PROJECT includes coordination with the DISTRICT and City to hold the required public meetings/hearings, preparing, sending out and filing notices of hearings, document availability and City and Board certification.

5. The CONSULTANT shall perform the work under this agreement using software previously approved by the DISTRICT and shall deliver electronic copy via CD or DVD in both the software format and PDF format upon certification of the IS/MND by the City and DISTRICT. If work is terminated prior to certification of the IS/MND, a copy of the work completed to date shall be provided to the DISTRICT.

6. Time is of the essence as to all work to be performed in accordance with this Agreement. Notwithstanding the foregoing, neither party shall be responsible for delays beyond their reasonable control.

ARTICLE II - SCOPE OF CONSULTANT'S SERVICES

1. The CONSULTANT's services consist of those described in Article II and further delineated in Exhibit A, and include normal planning, traffic, air quality and noise services [BD2] necessary to produce a CEQA compliant IS/MND, except those planning services provided by the DISTRICT or the City. [BD3]

2. The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate Jeremy Krout as project manager and Richard Goacher as project Principal from project initiation to EIR certification. So long as the performance continues to be acceptable to the DISTRICT, the named individuals shall remain in charge of the PROJECT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT's firm that will be associated with the PROJECT.

If the designated PROJECT manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT. A PROJECT manager and all lead or key personnel for any SUBCONSULTANT must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.

3. The CONSULTANT shall ascertain the DISTRICT's needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting the IS/MND project description for the PROJECT.

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

5. The CONSULTANT shall be the DISTRICT's representative during the public scoping meeting and in discussions with neighboring cities regarding the EIR. The

CONSULTANT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.

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

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

ARTICLE III -ADDITIONAL CONSULTANT'S SERVICES

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

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

a. Making material revisions to the scope of the project, when such revisions are required by the enactment or revision of laws, rules or regulations prior to or subsequent to the release of the IS/MND.

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

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

- d. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
- e. Providing services in connection with an arbitration proceeding or legal proceeding except where the CONSULTANT is a party thereto.
- f. Providing services, other than those outlined in Exhibit A, and in connection with the work of consultants retained by the DISTRICT.
- g. Providing services after issuance to the DISTRICT of the final certificate for payment.
- h. Providing services of consultants for other than those specifically included in this contract.
- i. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted CEQA compliance practice.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria.
2. The DISTRICT shall appoint a representative authorized to act on the DISTRICT's behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT.
3. The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with this contract. However, the DISTRICT's failure or omission to do so shall not relieve the

CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

ARTICLE VI – TERMINATION

1. This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the CONSULTANT. This AGREEMENT may be terminated by either party upon not less than 7 days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.

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

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

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

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

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

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

ARTICLE VII - COMPENSATION TO THE CONSULTANT

The DISTRICT shall compensate the CONSULTANT as follows:

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

Compensation is based on a fixed fee of \$112,223. Progress payments for CONSULTANT services in each task shall total the following percentages of the total compensation payable:

Task # ^[BD4]	Task	Fee	% of Total
1	Project Initiation and Project Description	\$9,690 ^[BD5]	8.6%
2	Technical Studies	\$65,295 ^[BD6]	58.2%
	<i>Air Quality Impact Analysis</i>		
	<i>Greenhouse Gas Emissions Analysis</i>		
	<i>Noise Impact Analysis</i>		
	<i>Traffic Impact Analysis</i>		
3	Preparation of IS/MND and Distribution	\$23,055 ^[BD7]	20.5%
4	Mitigation Measure Monitoring Program	\$660 ^[BD8]	0.6%
5	Findings, PC/BOS Hearing Materials, and Final Notices	\$5,815 ^[BD9]	5.2%
6	Meetings, Conference Calls, and Other Communications	\$7,210	6.4%

		[BD10]	
	<i>Reimbursable Expenses</i>	\$498	0.4% [BD11]
	TOTAL	\$112,223	100%

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

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

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

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

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

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

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

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

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

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

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

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

h. Costs have been allocated to tasks to determine the total budget. CONSULTANT may reallocate costs among tasks, as needed, as long as the total budget is not exceeded.

i. CONSULTANT has budgeted for responses to comments based on experience with the likely number of comments on an IS/MND. No prediction of actual cost of responding to an unknown number of comments and an unknown level of complexity presented by such comments can be made. CONSULTANT will provide the DISTRICT with a

contract amendment for fees related to comments responses once the Draft IS/MND comments are assembled and reviewed.

j. Costs are included for the number and types of meetings specified in the scope of services, as well as allowances for the specific tasks as indicated. If additional meetings are requested or additional work beyond the allowances is required, such meetings and work can be included with a contract amendment.

k. CONSULTANT has recent experience printing and photocopying high-quality EIR documents and has used this experience to develop direct costs estimates. Cost estimate may fluctuate based on the number of pages and reproduction method for the documents.

l. Additional review cycles or additional versions of administrative drafts of any documents beyond the assumptions contained within the scope of work will constitute additional work.

m. Photocopy costs included in the proposal are for the specified number of copies of deliverables and reasonable incidental and in-team photocopying. If additional copies of deliverables are needed, they can be provided for an additional cost. CONSULTANT has assumed that many copies of the various versions of the IS/MND will be provided on CD or thumb drive. The proposed printing budget reflects this assumption.

ARTICLE VIII – INDEMNITY AND INSURANCE

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold DISTRICT entirely harmless from all liability arising out of:

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

- i. any and all claims for damages costs and/or charges caused by CONSULTANT's negligent acts, errors and/or omissions, recklessness or willful misconduct in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions, recklessness or willful misconduct of CONSULTANT's sub consultants, employees or agents in the performance of their obligations under this AGREEMENT. The coverages of such indemnification shall include, without limitation attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of CONSULTANT's performance and shall survive the expiration or termination of this AGREEMENT until such time as any matter covered by such indemnity is barred by the applicable statute of limitations.
- ii. Regarding the defense of any claim embraced by CONSULTANT's indemnity, each indemnitee shall control its own defense and at the time of claim resolution CONSULTANT will reimburse the indemnitees for all costs reasonable and appropriately incurred in this regard to the extent of any fault by or attributable to CONSULTANT's negligence and to the extent covered by CONSULTANT's liability insurance.

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

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

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

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

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

ARTICLE IX - MISCELLANEOUS

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

2. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

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

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

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. Neither DISTRICT nor CONSULTANT shall assign this AGREEMENT without the written consent of the other.

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

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

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

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

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

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

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

DISTRICT

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

CONSULTANT

RGP Planning and Development
8921 Research Drive
Irvine, CA 92618
Attn: Jeremy Krout

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

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

DISTRICT

South Orange County Community
College District

(Signature)

Dr. Debra L. Fitzsimons
(Printed name)

Vice Chancellor, Business Services

(Title)

(Date)

CONSULTANT

RGP Development and Planning

(Signature)

Jeremy Krout
(Printed name)

Principal

(Title)

(Date)

(Taxpayer number)

EXHIBIT A

RESPONSIBILITIES AND SERVICES OF CONSULTANT

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

A. BASIC SERVICES

CONSULTANT agrees to provide the services described below:

1. Contract for or employ at CONSULTANT'S expense, sub-consultants to the extent deemed necessary for completion of the PROJECT including: preparation of a traffic study (Stantec), air quality and greenhouse gas analysis (Giroux & Associates), and noise analysis (Giroux & Associates). Any modifications will require approval prior to commencement of work. The DISTRICT reserves the right to reject the use of any sub-consultants. Nothing in the forgoing procedure shall create any contractual relationship between the DISTRICT and any sub-consultants employed by the CONSULTANT under terms of this Agreement.
2. Agree to exercise usual and customary professional care in its efforts to comply with all laws and regulations which apply to work of this Agreement.
3. Cooperate with other professionals employed by the DISTRICT for the design, coordination or management of other work related to the PROJECT.
4. Chair, conduct and take minutes of coordination meetings as stipulated in each of the tasks throughout the process with sub-consultants, CONSULTANT shall invite the DISTRICT and/or its representative to participate in these meetings.
5. Be responsible for the professional quality, technical accuracy and the coordination of all studies and reports and other services furnished by CONSULTANT under

this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections and other services.

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

7. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this PROJECT, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the DISTRICT and/or their representative for inclusion in the overall PROJECT documentation.

8. CONSULTANT is not responsible for:

- a. Ground contamination or hazardous material analysis
- b. Any asbestos testing, design or abatement
- c. Aerial photography
- d. Topographical Survey

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

B. IS/MND SCOPE OF WORK [BD12]

Scope of Work

RGP proposes to complete the required plans and documents in the following 6 tasks:

- Task 1: Project Initiation and Preparation of Project Description
- Task 2: Technical Studies
- Task 3: Preparation of IS/MND
- Task 4: Mitigation Monitoring and Reporting Program
- Task 5: Findings, Board of Trustees Hearing Materials, and Final Notices
- Task 6: Meetings, Conference Calls, and Other Communications

Task 1: Project Initiation and Preparation of Project Description

Project Initiation

The initial step in IS/MND preparation generally includes the reviewing the existing documentation, such as prior technical studies, and summarizing the documents in the background sections of the IS/MND. This initial step in the process will be greatly accelerated by our team's prior knowledge of the ATEP project, the specific components of the project to be evaluated in the IS/MND, and the District's planning processes.

Preparation of Project Description

RGP will prepare a Project Description for inclusion in the IS/MND. RGP will include adequate information to allow for an efficient and well-supported analysis of all environmental issue areas to be studied in the document.

One of the keys to successful CEQA compliance is a clear definition of the project and its components. The Project Description must be complete, comprehensive, and stable and finite in order to analyze the impacts accurately and fully. The Project Description will need to describe the implementation schedule and phasing, infrastructure, circulation, and any offsite improvements required for implementation of the proposed project. Therefore, RGP will carefully analyze the current Project Description and confirm that critical components of the project are fully defined. As needed, RGP will identify any additional information needed to develop a thorough and complete Project Description.

RGP will also confer with the project team during this early process to discuss the potential environmental impacts of the proposed project. This upfront evaluation of impacts will allow the District and City to modify the project to minimize environmental impacts, a process known as "mitigation by design." As part of this initial review, RGP will complete a preliminary analysis of the traffic, air quality, greenhouse gas and noise impacts to determine issues related to the thresholds of significance. Subsequent to this initial analysis, RGP will meet with the District and City to discuss the results and confirm that an IS/MND is the appropriate CEQA compliance document. If potential significant impacts are identified and it is determined that an EIR is necessary, RGP will notify the City and District immediately and provide a revised scope of work and budget for such work.

Because the proposed project involves a General Plan Amendment and Specific Plan Amendment, compliance with Senate Bill 18 (2004) and Government Code § 65351 (Native American Involvement in General Plan Proposals) and §§ 65352.3 - 65352.4 (Consultation with Native Americans on General Plan Proposals) are required. RGP will coordinate with the City to prepare and send a letter to the State Native American Heritage Commission (NAHC) notifying them of the project and requesting Native American tribal contacts to determine if consultation is necessary. If a tribe(s) requests consultation, RGP will contact the District and City to discuss amending this scope of work to respond accordingly. Responding to consultation requests could include but not be limited to hiring a cultural resources specialist to assess sensitive cultural resources.

Task 1 Deliverables		
No.	Format	Description
1	PDF/Word	Project Description
1	PDF/Word	Results of preliminary Traffic, Air Quality, Noise and GHG impact analyses

Task 2: Technical Studies

The RGP team proposes the following technical studies be prepared in support of the IS/MND:

- Air Quality Impact Analysis
- Greenhouse Gas Emissions Analysis
- Noise Impact Analysis
- Traffic Impact Analysis

RGP proposes a limited number of required technical studies in recognition of the following:

- The project is being implemented on an already-disturbed site.
- Development on the site was previously analyzed by the FEIS/EIR.
- Mitigation measures approved in conjunction with the FEIS/EIR remain in effect and are still useful in minimizing environmental impacts.

If following release of the IS/MND (Task 3) and the receipt of public comments, it is determined that additional technical studies are required, RGP will obtain supplemental scopes and budgets from appropriate subconsultants and present them for consideration by the District and City.

Air Quality Impact Analysis

The following is the proposed process and scope of the Air Quality Impact Analysis:

- Update atmospheric environment setting sections for the project area based on data from the South Coast Air Quality Management District (SCAQMD) Costa Mesa air monitoring station.

- Calculate temporary construction activity emissions using procedures identified within the SCAQMD CEQA Air Quality Handbook (1993) if new commercial structures would be built.
- Calculate regional vehicular emissions using the currently recommended CalEEMod computer model for the possible addition of instructional and commercial space.
- Evaluate the potential for any micro-scale air pollution “hot-spot” formation at project area intersections using a screening procedure based upon the CALINE4 line source dispersion model.
- Identify possible uses/activities that could impact nearby transitional housing uses at the Orange County Rescue Mission or the Tustin Family Campus and other identified sensitive receptors.
- Discuss project consistency with the South Coast Air Basin Regional Air Quality Management Plan in terms of land use planning consistency.
- Identify any potentially applicable mitigation measures, including any relevant transportation control measures (TCMs) incorporated into the air basin portions of the California State Implementation Plan (SIP).
- Discuss the potential effects on local air quality of cumulative development in the area.
- Compare air quality impacts of alternatives to those of the proposed project.
- Summarize findings in a “stand-alone” draft air quality technical report in a setting/impact/mitigation format.

Greenhouse Gas Emissions

The following is the proposed process and scope of the Greenhouse Gas Emissions Analysis:

- Describe the existing GHG regulatory environment focused on AB-32 and SB-375.
- Identify appropriate thresholds of impact significance that include both the quantity of GHG generated by the project as well as project consistency with sustainable community initiatives.
- Quantify GHG emissions associated with transportation, on-site energy consumption, indirect electricity generation emissions, solid waste generation, and water use that could result from commercial use on the site.
- Based upon the relative roles of transportation and non-transportation emissions projections, identify mitigation potential that might reduce the gap between AB-32 goals versus programs that are already in place (CAFE, LCFS, energy efficiency, etc.).
- Determine impact significance (possibly cumulatively significant).
- Identify mitigation options that can be adopted through performance goals for GHG sources focused on increased energy and transportation efficiencies..
- Summarize findings in a standalone draft GHG technical report in a setting/impact/ mitigation format.

Noise Impact Analysis

The following is the proposed process and scope for the Noise Impact Analysis:

- Perform limited on-site ambient noise monitoring at adjacent residential uses at the Rescue Mission or the Tustin Family Campus and other identified sensitive receptors that could be affected by project implementation.
- Develop a baseline traffic noise exposure profile in terms of the CNEL noise metric using the FHWA Model with the latest California vehicle noise curves (CALVENO).
- Prepare a no-project versus with-project mobile noise impact comparison, including any viable project alternative development scenarios.
- Evaluate stationary noise impacts from temporary on-site construction noise sources.
- Relate project noise impacts to the Noise Element noise/land use compatibility guidelines in the City of Tustin General Plan Noise Element and other applicable noise exposure regulations.
- Develop a noise impact mitigation plan for any predicted noise impacts that exceed target noise exposure limits.
- Summarize findings in a standalone draft noise technical report in a setting/impact/ mitigation format.

Traffic Study

The following is the proposed process and scope for the Traffic Study:

- Trip Budget Analysis: The proposed project is located in Tustin Legacy Planning Area 1 of Neighborhood A and is subject to trip budget caps. The trip generation for the proposed project will be determined based on trip rates adopted for the Specific Plan. Any new proposed use will be taken from a documented source with the approval of the city of Tustin. Planning Area 1 uses will be evaluated for consistency with the trip allocations ("trip caps") approved in the EIR/EIS using the original "trip budget" estimates as benchmarks. Any differences will be shown and documented.
- Off-Site Evaluation: As per past Specific Plan Amendment traffic studies, the proposed project will be analyzed under conditions that assume buildout of the entire Tustin Legacy. As previously mentioned, the purpose of this report is to identify and evaluate how the proposed project differs from the original Specific Plan and any subsequent approved Specific Plan amendments in terms of traffic impacts. Therefore existing conditions will not be presented.

In this work, any significant off-site impacts that result from the proposed project will be determined. To make this determination, the Irvine Transportation Analysis Model (ITAM) recently developed by the city of Irvine will be used. It is anticipated that minimal changes

to the ITAM baseline will be carried out beyond the proposed project land use and circulation modifications.

Verification of the traffic data presented for Tustin and other areas in the project traffic study area will be evaluated for consistency with previous data (i.e., IBC Vision Plan for outside the Tustin Legacy area). This traffic model will present the “no-project” forecasts that the proposed project or any other project applicant within Tustin Legacy will be compared against. Since the task is to develop the baseline model for Tustin Legacy, part of this work would be the responsibility of the city.

Average daily traffic (ADT) and peak hour analyses will be used to verify if the proposed land use and internal circulation changes affect the off-site roadway system when compared to the project that was the subject of the approved EIR/EIS. The methodology proposed for this work task is as follows:

- a. Evaluate long-range peak hour capacity utilization at the major off-site intersections near the proposed project (i.e., on Red Hill Avenue and Barranca Parkway).
- b. Estimate project volumes on the roadways extending from those intersections and compare with the corresponding project volumes from the approved EIR/EIS.

The first item will verify the proposed long-range lane configurations for those immediately adjacent intersections. The intent in the second item is to show that the overall distribution of the Legacy area traffic is similar to that estimated previously, and therefore the assumptions regarding project mitigation responsibilities remain unchanged.

- On-Site Traffic Model: In this task, the Tustin Legacy Traffic Model (TLTM), which was created to analyze the on-site circulation and has the capability of carrying out detailed on-site traffic forecasts, will be updated based on the latest ITAM. The version of ITAM described in Task 2B will be used as the parent model, thereby ensuring consistency between the on-site and off-site traffic forecasts. Furthermore, since it is based on the Orange County Transportation Authority (OCTA) certified ITAM, it will be in compliance with OCTA traffic modeling guidelines. This effort is not typically associated with or required for an IS/MND for a project of this size. Since the task is to develop the baseline model for Tustin Legacy, part of this work would be the responsibility of the City. Therefore, City participation in the funding of this task would be appropriate.
- Internal Circulation Analysis: In this part of the work effort, long-range (buildout) traffic forecasts will be prepared for the internal circulation system using the TLTM. The information will include ADT volumes on roadway segments and peak hour turn movement volumes at intersections determined to be adversely impacted by the project. The forecasts will be based on the latest land use data for the Tustin Legacy area, and an

analysis will then be made of the internal circulation system with emphasis on the area near the proposed project. The work will focus on roadway sizing, intersection capacity needs, intersection controls, and intersection configurations. Work sessions will be held with City staff and the District to formulate the on-site circulation system including the addition of Bell Avenue and the detailed land use allocations within the project.

- Traffic Study Report and Meetings: The results of the analysis will be written into a comprehensive stand-alone traffic report. It will describe the assumptions, methodology and findings of the traffic study. Stantec staff as necessary will assist in meetings and work sessions with City staff (up to three) and at one formal presentation. The cost estimate assumes attendance at up to four such meetings.

Task 2 Deliverables		
No.	Format	Description
1	PDF/Word	Draft Technical Studies
1 3	PDF/Word Print	Final Technical Studies

Task 3: Preparation of IS/MND

RGP will prepare an IS/MND for the project to address CEQA requirements. A combination of the City's and the District's standard environmental checklists, which are consistent with Appendix G of the CEQA Guidelines, will be used to assess environmental impacts. The IS/MND will provide a short discussion in an introductory section to address the National Environmental Policy Act (NEPA), "scope out" analyses required by NEPA but not by CEQA, and explain that no NEPA analysis is required.

An administrative draft of the IS/MND will be provided to District and City staff for review. District and City comments will be incorporated into an updated document. Where comments from the District and City conflict, RGP will meet and confer with the District and City to resolve the differences. Upon District and City approval of the IS/MND, copies will be distributed via U.S. mail per CEQA requirements. RGP will coordinate with the District and City in developing a complete distribution mailing list and include two sets of labels and a radius map. Required copies to the State Clearinghouse are included in the Deliverables listed below. A Notice of Completion will also be submitted to the State Clearinghouse.

Issuance of the IS/MND begins a 30-day public review period. During the 30-day public review period and immediately thereafter, RGP will prepare responses to public comments and meet with the District and City to discuss any comments that raise significant issues or require additional analysis beyond what has been completed under Task 2.

Task 3 Deliverables		
No.	Format	Description
1	PDF/Word	Draft IS/MND
50	CD	Final IS/MND
15	Print	
1	Print	NOC

Task 4: Mitigation Monitoring and Reporting Program

This task involves preparation of an MMRP for the project. The MMRP will generally duplicate the format used in the Specific Plan EIS/EIR, in order to maintain consistency with the prior environmental document. RGP will review the MMRP with District and City staff to ensure the steps to compliance with each mitigation measure are appropriate and feasible.

Task 4 Deliverables		
No.	Format	Description
1	PDF/Word	Administrative Draft MMMP
1	PDF/Word	Final MMMP

Task 5: Findings, Board of Trustees and City Council Hearing Materials, and Final Notices

Task 5 consists of the final steps in the IS/MND adoption process. RGP will assist the City and District in preparing drafts of project resolutions and findings.

Findings

RGP will assist the District and City with preparing the draft Findings of Fact for the proposed project, pursuant to Section 15074 of the CEQA Guidelines. RGP will consult with the District and City to add findings similar to those of 15091 to bolster the project's record.

Board of Trustees, Planning Commission, and City Council Hearings

RGP staff will attend public hearings before the Board of Trustees, City Planning Commission, and City Council. It is anticipated City staff will lead the presentation of the IS/MND document to the Planning Commission and City Council and RGP staff will be prepared to provide technical support as needed. RGP will lead the presentation of the IS/MND document before the Board of Trustees.

Final Notices

Following certification of the IS/MND, RGP will prepare a Notice of Determination for filing with the County Clerk's office and submission to the SCH.

Task 5 Deliverables		
No.	Format	Description
1	PDF	Administrative Draft Findings and Resolutions
1	PDF	Final Findings and Resolutions

Task 6: Meetings, Conference Calls, and Other Communications

Task 6 consists of various meetings with District and City staff, both in person and via conference call. In-person meetings will occur as described in prior tasks; conference calls will occur on an as-needed basis, at times to be determined in collaboration with District and City staff. This task also includes time required for various emails, letters, memos, telephone calls, etc. necessary for the project.

Task 6 Deliverables		
No.	Format	Description
Varies	Varies	Various emails, letters, memos, etc.

EXHIBIT "B" CRITERIA AND BILLING FOR EXTRA WORK

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

1. Making revisions in documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the DISTRICT or City.
 - b. Required by the enactment or revisions of codes, laws or regulations subsequent to the preparations of such documents.
 - c. Due to changes required as a result of the DISTRICT'S or City's failure to respond to a written request from the CONSULTANT within a reasonable time, as requested by CONSULTANT.
 - d. Required by adjoining cities or commentors to address unexpected issues not considered in the scope of work described in Exhibit A.

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

<u>Consultant Services</u>	<u>Fee Per Hour</u>
Principal I Engineers	\$185/hr
Founding Principal	\$175/hr
Principal I	\$165/hr
Principal II	\$155/hr
SR Associate - Engineer	\$135/hr
Sr. Associate	\$125/hr
Associate	\$105/hr
Professional Staff	\$ 95/hr
Professional Support	\$ 85/hr
Staff	\$ 75/hr
Staff Support	\$ 55/hr

Sub-Consultant Services**

Stantec.

Title	Hourly Rate
Principal	\$189
Transportation Engineer	\$165
Transportation Planner	\$142
Engineering Assitant	\$101
Technical/Clerical	\$130

Giroux and Associates

Title	Hourly Rate
Senior Analyst/Project Manager	\$ 110
Associate Planner/Programmer	\$ 65
Administrative Assistant	\$ 45
Data/Field Technician	\$ 40

** Indicates 10% administrative mark-up will be applied

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: ATEP: CEQA Processing and Joint Defense Agreement between the City of Tustin and SOCCCD

ACTION: Approval

BACKGROUND

The City of Tustin and SOCCCD are in negotiations for final terms and conditions for the ATEP Land Exchange Agreement, Development Agreement/Amended and Restated Conveyance Agreement, and other related agreements regarding the development of ATEP at MCAS Tustin. The final agreements will be considered a "Project" under the California Environmental Quality Act ("CEQA"). Both the City of Tustin and SOCCCD need to approve and carry out portions of the Project and, thus, both qualify as "Lead Agencies" under CEQA. A CEQA document needs to be drafted, reviewed, and certified before the Board can consider the ATEP Land Exchange Agreement, Development Agreement/Amended and Restated Conveyance Agreement, and related agreements.

STATUS

The two parties desire to enter into an agreement to agree: 1) as to which Party will serve as "Lead" and "Responsible" Agency under CEQA, 2) on the roles and responsibilities of each Party as "Lead" and "Responsible" Agency, 3) on a process for determining the appropriate document required to comply with CEQA, 4) responsibilities for the drafting, reviewing, and certifying of the same and; 5) on a joint defense of any challenge to such document.

Under the agreement, the City will serve as the "Lead Agency" since the City will consider approval of the Project first. SOCCCD will serve as a "Responsible Agency" and consider approval of the Project after the City. As outlined in this CEQA Process Agreement, SOCCCD, will enter into a contract with a CEQA consultant to prepare the appropriate CEQA document. Both the City and SOCCCD will need to agree on the final CEQA document. The City of Tustin will reimburse SOCCCD for costs associated with updating the City's traffic model. The agreement also provides for the City and SOCCCD to jointly defend against any challenge to the CEQA document and protects certain communications between the City and SOCCCD from disclosure. Specifically, the City and SOCCCD want to be able to freely share information and engage in deliberative communications between themselves and the CEQA consultant, and prevent these communications from being used against the City or SOCCCD in litigation involving the CEQA document.

The agreement (Exhibit A) was approved by the City of Tustin at their October 2, 2012 City Council meeting.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the CEQA Processing and Joint Defense agreement with the City of Tustin as outlined in Exhibit A.



AGENDA REPORT

Agenda Item

Reviewed:

City Manager

Finance Director

Exhibit A
Page 1 of 14

8

[Signature]
N/A

MEETING DATE: OCTOBER 2, 2012

TO: JEFFREY C. PARKER, CITY MANAGER

FROM: CITY MANAGER'S OFFICE

SUBJECT: APPROVAL OF A CEQA PROCESSING AND JOINT DEFENSE
 AGREEMENT BETWEEN THE CITY OF TUSTIN AND THE SOUTH
 ORANGE COUNTY COMMUNITY COLLEGE DISTRICT RELATED TO A
 POTENTIAL LAND EXCHANGE ON A PORTION OF MCAS TUSTIN

SUMMARY

Approval is requested of an Agreement between the City of Tustin and the South Orange County Community College District County of Orange which will permit the development of the Orange County Regional Law Enforcement Training Center/ Animal Control facility at Tustin Legacy

RECOMMENDATION

Subject to non-substantive modifications as may be determined necessary by the City Attorney or City's Special Counsel, Kutak Rock, prior to execution by all parties, approve and authorize the City Manager, or designee to execute the CEQA Processing and Joint Defense Agreement between the City of Tustin and South Orange County Community College District related to a portion of MCAS Tustin and to carry out all actions necessary to implement a proposed Land Exchange pursuant to "Term Sheet Concerning Key Issues on Development at ATEP" executed on December 15, 2010.

FISCAL IMPACT

Each Party will be responsible for its own costs and expenses relating to the Project and CEQA Document, including costs associated with processing, reviewing, and commenting; however, pursuant to the Agreement SOCCCD will bear the whole cost of the tasks the CEQA consultant is to undertake pursuant to the Agreement and SOCCCD will not seek reimbursement for the same from the City.

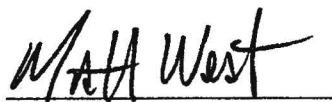
BACKGROUND

As the City Council is aware, the City and South Orange County Community College District ("SOCCCD"), also referred herein individually as a "Party" and collectively as the "Parties", entered into a *"Term Sheet Concerning Key Issues on Development at ATEP"* on December 15, 2010 (the "Term Sheet"). Pursuant to the Term Sheet, the Parties are continuing to negotiate final terms, conditions, and text of several documents, including a General Plan Amendment, Specific Plan Amendment, a Master Settlement and Release Agreement, a Development Agreement, an Amendment to the Conveyance Agreement, and a Land Exchange Agreement. Since both the City and SOCCCD are public agencies, each Party will need to approve and carry out portions of the project including the drafting, reviewing, and certifying the appropriate documentation pursuant to the California Environmental Quality Act ("CEQA").

As a result, both Parties may be considered "Lead Agencies" under CEQA. The Parties desire to enter into the Agreement to agree: (1) as to which Party will serve as the "Lead" and "Responsible" Agency under CEQA (as such terms are used in CEQA and the CEQA Guidelines); (2) on the roles and responsibilities of each Party as "Lead Agency" and "Responsible Agency," (3) on a process for determining the appropriate document required to comply with CEQA and the drafting, reviewing and certifying of same and (4) on a joint defense of any challenge to such document.

The attached Agreement is authorized and made under the provisions of the CEQA (Public Resources Code, Section 21000 and the related CEQA Guidelines (California Code of Regulations, Title 14, chapter 3, commencing at Section 15000. After Council approval of this item, the SOCCCD's Board of Trustees is anticipated to shortly thereafter consider the proposed agreement for their approval.

Staff will be available to respond to any questions, on this matter.

A handwritten signature in black ink, appearing to read "Matt West", written over a horizontal line.

Matt West
Project Manager

Attachment: CEQA and Joint Defense Agreement between City and SOCCCD

AGREEMENT
FOR
CEQA PROCESSING AND JOINT DEFENSE
BETWEEN
THE CITY OF TUSTIN
AND
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
DATED: _____, 2012

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AGREEMENT FOR CEQA PROCESSING AND JOINT DEFENSE

THIS AGREEMENT FOR CEQA PROCESSING AND JOINT DEFENSE (this “**Agreement**”), dated for identification purposes this ____ day of _____, 2012, is entered into by and between the **CITY OF TUSTIN**, a municipal corporation organized and existing under and by virtue of the laws of the State of California (“**City**”), and the **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, a public agency (“**SOCCCD**”). City and SOCCCD are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

The Parties enter into this Agreement on the basis of the following facts, understandings and intentions:

- A. This Agreement is authorized and made under the provisions of the California Environmental Quality Act (“**CEQA**”) (Public Resources Code, Section 21000 and the related CEQA Guidelines (California Code of Regulations, Title 14, chapter 3, commencing at Section 15000).
- B. On December 15, 2010, the Parties entered into that certain agreement to negotiate entitled “Term Sheet Concerning Key Issues on Development at ATEP” (the “**Term Sheet**”).
- C. Pursuant to the Term Sheet, the Parties are negotiating final terms, conditions and text of several documents, including a General Plan Amendment, Specific Plan Amendment, a Master Settlement and Release Agreement, a Development Agreement including an amendment to the Conveyance Agreement identified in the Term Sheet, and a Land Exchange Agreement.
- D. Both Parties are public agencies, each Party will approve and carry out portions of the project, and both may be considered “Lead Agencies” under CEQA. The Parties desire to enter into this Agreement to agree: (1) as to which Party will serve as the “Lead” and “Responsible” Agency under CEQA (as such terms are used in CEQA and the CEQA Guidelines); (2) on the roles and responsibilities of each Party as “Lead Agency” and “Responsible Agency,” (3) on a process for determining the appropriate document required to comply with CEQA and the drafting, reviewing and certifying of same and (4) on a joint defense of any challenge to such document.
- E. This Agreement is intended to govern compliance with CEQA for each and every “Project,” as defined below to be undertaken by the Parties in connection with terms and conditions of the Term Sheet.

NOW, THEREFORE, based upon the foregoing facts, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Acknowledgments.** The Parties acknowledge and agree on the following:

1.1 Project. As used herein, the term “**Project**” shall mean the actions taken for the purpose of implementing the Term Sheet if such action is (a) specifically contemplated in the Term Sheet; (b) taken by the governing bodies of both of the Parties and (c) considered a “Project” under CEQA and the CEQA Guidelines.

1.2 Proposing Party. The Project covered by this Agreement shall be proposed jointly by both Parties.

1.3 Lead Agency.

1.3.1 Qualification. Both the City and SOCCCD qualify as a Lead Agency under CEQA with respect to the Project.

1.3.2 Authority. Pursuant to California Code of Regulations, Title 14, Chapter 3, Section 15051, the Parties are empowered to designate one agency as the Lead Agency, and both may jointly exercise their independent powers.

1.3.3 Designation. The Parties agree to the following designations:

- (a) The City is the Lead Agency.
- (b) SOCCCD is the Responsible Agency.

2. The CEQA Document.

2.1 Initial Study. Upon the execution of this Agreement, SOCCCD shall contract with that certain CEQA consultant RGP Planning and Development (the “**CEQA Consultant**”) to conduct a review of the Project and prepare an Initial Study. The review of the Project shall be conducted pursuant to CEQA Guidelines, Section 15002, Subdivisions (k), known as the “Three-Step Process.” The CEQA Consultant shall submit the Initial Study to the City and SOCCCD staff for their review and comment.

2.2 Conference. Thereafter, SOCCCD staff and City staff shall confer and endeavor to agree upon the appropriate form of a document (the “**CEQA Document**”) that will render the action of the applicable governing body with respect to such Project in compliance with the provisions of CEQA.

2.3 Drafting. Upon the agreement by City and SOCCCD staff on the appropriate form of CEQA Document, the CEQA Consultant shall prepare, at SOCCCD’s sole expense, a first draft of the CEQA Document. The CEQA Document will tier from:

2.3.1 The City and Navy Final Joint Program Environmental Impact Statement/Environmental Impact Report for the Disposal and Reuse of the MCAS Tustin and the MCAS Tustin Reuse Plan dated October 1996, as amended by the Errata dated September 1998;

2.3.2 The City’s December 6, 2004 Supplement to the Initial FEIS/EIR for the extension of Tustin Ranch Road;

2.3.3 The City's April 3, 2006 Addendum to the Initial and Supplemental FEIS/EIR for a zone change and approval of a Disposition and Development Agreement with Tustin Legacy Community Partners;

2.3.4 SOCCCD's November 12, 2008 Addendum as amended by the Errata dated November 2008 to the FEIS/EIR for the Long-Range Academic and Facilities Plan;

2.3.5 SOCCCD's March 24, 2009 Addendum for the Concept Plan 3A;

2.3.6 The City's environmental checklist of the Ordinance No. 1406 Specific Plan Amendment No. 11-003 to implement the County of Orange and SOCCCD Land Exchange Agreement, and

2.3.7 SOCCCD's December 5, 2011 Addendum for the County of Orange and SOCCCD Land Exchange Agreement.

2.4 **Agreement on the Text of the CEQA Document.** The CEQA Consultant shall submit the first draft of the CEQA Document to the staffs of the City and SOCCCD. As soon as practicable thereafter, the staffs of the City and SOCCCD shall meet, confer and use reasonable, good faith efforts to agree upon the final text of the CEQA Document.

2.5 **Coordination of Related Documents.** The staffs of the City and SOCCCD shall also confer and use their reasonable, good faith efforts to agree upon the duration of the period for public comment pursuant to the CEQA Guidelines and upon the final text of any necessary documents relating to the CEQA Document, including resolutions and notices of document availability, public hearing and comment period.

2.6 **Responses to Comments; Revisions.** The CEQA Consultant shall prepare a first draft of responses to any comments made to the CEQA Document and any proposed revisions to the CEQA Document that may be occasioned by those responses. The CEQA Consultant shall submit the proposed responses and revisions to the staffs of the City and SOCCCD. As soon as practicable thereafter, the staffs of the City and SOCCCD shall confer and use reasonable, good faith efforts to agree upon the text of a final version of responses to comments and the CEQA Document.

2.7 **Processing.** Upon reaching agreement on the text of the CEQA Document, the staffs of the City and SOCCCD will present the final CEQA document to their respective governing bodies.

2.7.1 **Public Review.** The Parties agree to conduct a public review and comment process in accordance with the following:

(a) Sufficient public notice of document availability and approval of such Project, CEQA Document and public hearing shall be given.

(b) If the parties agree that a scoping meeting is necessary under the CEQA Guidelines, then such a meeting shall be held.

(c) The draft CEQA Document shall be made available to the public on the Parties' respective websites and at least two physical locations, one designated by each Party.

(d) A sufficient time for public comment on the draft CEQA document shall be afforded.

(e) A public hearing for such Project and the final CEQA Document shall be conducted, including provision for the receipt of public comments.

(f) Resolutions adopting such Project and the CEQA Document shall be passed in legally defensible form.

2.7.2 Approval. The City as Lead Agency shall consider the approval of such Project and the CEQA Document before SOCCCD considers the same.

2.7.3 Notice of Determination. Each of SOCCCD and City shall file a Notice of Determination under Sections 21108 and 21152 of the Public Resources Code immediately upon the approval of such Project and the certification of the CEQA Document by their respective governing bodies and in no event later than five (5) working days after such approval and certification.

2.7.4 Record. Each of City and SOCCCD shall maintain an administrative record of the actions related to the adoption of such Project and the CEQA Document as required by CEQA and the CEQA Guidelines.

2.7.5 No Pre-Determination. This Agreement shall in no way restrict or abridge the authority of the governing body of either SOCCCD or City to consider public input or the analysis or findings arising out of CEQA compliance in connection with such Project. In addition, nothing in this Agreement shall restrict or abridge the authority of the governing body of either SOCCCD or City to certify the CEQA Document as such governing body, having considered such matters, shall determine.

3. Costs and Expenses.

3.1 In General. Except as set forth below, each Party shall be responsible for its own costs and expenses relating to such Project and the CEQA Document, including processing costs, review and comment costs, attorneys' fees, publication costs, duplication costs and fees payable to other public agencies.

3.2 The CEQA Consultant. SOCCCD agrees that it shall bear the whole cost of the tasks the CEQA Consultant is to undertake pursuant to this Agreement and SOCCCD shall not seek reimbursement for same from the City.

4. Joint Defense. The Parties have an interest in conducting deliberative communications between and among themselves and the CEQA Consultant, regarding the CEQA process and text of the CEQA documents. In the interest of ensuring that these deliberative communications can occur unfettered, and in consideration of their mutual interests in sharing information reasonably

necessary to create a defensible CEQA process and documents, and their mutual interest in defending any legal claims (whether brought in court or in the administrative processes), the Parties have hereby acknowledge that their mutual interests will be served by having the CEQA Consultant, the Parties' staffs and respective legal counsel freely share and exchange documents, factual material, mental impressions, memoranda, reports, and other information that further the deliberative process and/or are related to any issues anticipated to be or actually raised regarding the sufficiency of the CEQA process or documents (hereinafter referred to collectively as "**Defense Materials**"). It is the purpose of this Agreement to ensure that the Defense Materials shall not be disclosed, and that the exchanges and disclosures of Defense Materials contemplated herein do not diminish in any way the confidentiality of the Defense Materials and do not constitute a waiver of any privilege or applicable privileges or immunities. The Parties agree to maintain the confidentiality of the Defense Materials, both during the pendency of the CEQA process, and thereafter and, accordingly, shall not disclose the Defense Materials to any person who is not a Party to this Agreement, except the CEQA Consultant, without first obtaining the consent of the other Party. Further, the Parties hereto agree to cooperate in the defenses of any legal actions and as such, SOCCCD and the City agree that in the event that the adoption of such Project or the CEQA Document by either Party is challenged in court for any reason, SOCCCD and City shall meet and confer good faith to agree upon a joint defense of such Project and the CEQA Document. Each Party shall engage its own counsel and shall pay the attorneys' fees charged by its own counsel unless the Parties agree otherwise.

5. Representations, Warranties and Covenants.

5.1 SOCCCD. SOCCCD hereby represents to City that on and as of the date of this Agreement, SOCCCD has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by SOCCCD pursuant hereto, and all required action and approvals therefor have been duly taken. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of SOCCCD shall be duly authorized to sign the same on SOCCCD's behalf and to bind SOCCCD thereto. This Agreement and all documents to be executed pursuant hereto by SOCCCD are and shall be binding upon and enforceable against SOCCCD in accordance with their respective terms. **City.** City hereby represents to SOCCCD that on and as of the date of this Agreement, City has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by City pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of City shall be duly authorized to sign the same on City's behalf and to bind City thereto. This Agreement and all documents to be executed pursuant hereto by City are and shall be binding upon and enforceable against City in accordance with their respective terms.

5.3 Public Records Act Requests. Each Party agrees that, in the event such Party receives a Public Records Act Request demanding disclosure of any of the Defense Materials or of any other matter arising out of this Agreement, then such Party shall immediately notify the other Party. Neither Party shall respond to any such Public Records Act Request without first conferring with the other Party on the appropriate response.

6. **Termination.** This Agreement shall terminate at such time as the last Project contemplated by the Term Sheet shall have been adopted and all appeal periods with respect to such Project shall have expired or, if such Project shall have been appealed, such appeal shall have failed to affect the adoption and approval of such Project by both Parties.

7. **Miscellaneous.**

7.1 **Notices.** All notices or other communications between City and SOCCCD required or permitted hereunder shall be in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, sent by reputable overnight courier (such as Federal Express, UPS or DHL), or transmitted by electronic facsimile transmission (with electronic confirmation of receipt), to the following addresses:

If to City: City of Tustin
300 Centennial Way
Tustin, California 92780
Attention: City Manager
Telefacsimile No.: (714) 573-3011

with a copy to: Woodruff, Spradlin & Smart
555 Anton Boulevard
Suite 1200
Costa Mesa, California 92626
Attention: David E. Kendig, Esq.
Telefacsimile No.: (714) 835-7787

If to SOCCCD: South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, California 92692
Attention: Gary Poertner, Chancellor
Telefacsimile No.: (949) 347-2472

with a copy to: Jackson, DeMarco, Tidus & Peckenpaugh
2030 Main Street, 12th Floor
Irvine, California 92614
Attention: Andrew P. Bernstein, Esq.
Telefacsimile No.: (949) 752-0597

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. or otherwise on the day following personal delivery, or when received, if transmitted by electronic facsimile transmission (with electronic confirmation of receipt), or two (2) business days following the date the notice is postmarked, if mailed, or on the day following delivery to the applicable overnight courier, if sent by overnight courier. Either Party may change the address to which notices are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

7.2 Time of the Essence. Time is of the essence of this Agreement and each and every term and provision hereof.

7.3 Interpretation; Governing Law. This Agreement shall be construed as if prepared by both Parties. This Agreement shall be construed, interpreted and governed by the laws of the State of California and the laws of the United States of America prevailing in California.

7.4 Performance of Acts on Business Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day.

7.5 Further Assurances. Each Party will, whenever and as often as it shall be requested to do so by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Agreement.

7.6 Entire Agreement; Amendments. This Agreement, together with the other written agreements referred to herein, is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. As such, this Agreement supersedes any prior understandings between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by all Parties hereto.

7.7 No Waiver. A waiver by either Party hereto of a breach of any of the covenants or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

7.8 Assignment. Neither Party hereto shall assign its rights under this Agreement without the prior written consent of the other Party, which consent shall be in such Party's sole discretion.

7.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, successors and permitted assigns.

7.10 Headings; Cross-References. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All cross-references in this Agreement, unless specifically directed to another agreement or document, shall refer to provisions in this Agreement and shall not be deemed to be references to any other agreements or documents.

7.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

7.12 Effective Date. This Agreement shall become effective on the date (the “**Effective Date**”) this Agreement is executed by the last of the persons required to bind the parties hereto as set forth under their respective signatures below.

Signatures on following page.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth opposite their respective signatures below.

CITY:

CITY OF TUSTIN, a California municipal
corporation

By: _____

Name: _____

Title: _____

Dated: _____

SOCCCD:

SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT, a California public
agency

By: _____

Name: _____

Title: _____

Dated: _____

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Transfer of Budget Appropriations

ACTION: Ratify

BACKGROUND

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

STATUS

For the current reporting period ending September 30, 2012 and in accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations are summarized on EXHIBIT A and presented for ratification.

RECOMMENDATION

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TRANSFER OF BUDGET APPROPRIATIONS

For the period 09-06-12 to 09-30-12

General Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
1000	Academic Salaries		\$11,501
2000	Classified Salaries	\$87,831	
3000	Fringe Benefits	\$46,377	
4000	Books and Supplies	\$60,819	
5000	Other Operating Expenses & Services		\$301,787
6000	Capital Outlay	\$118,261	
Total Transfers - General Fund		<u>\$313,288</u>	<u>\$313,288</u>

Capital Outlay Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
5000	Other Operating Expenses & Services	\$100,000	
6000	Capital Outlay		\$100,000
Total Transfers - Capital Outlay Fund		<u>\$100,000</u>	<u>\$100,000</u>

Total Transfers		<u>\$413,288</u>	<u>\$413,288</u>
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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 P13-01527 through P13-01951 amounting to \$2,070,230.12 are submitted to the Board of Trustees for approval. Confirming requisitions dated September 5, 2012 through October 9, 2012 totaling \$172,489.08 are also submitted.

RECOMMENDATION

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

Includes P13-01527 - P13-01951

PO Number	Vendor Name	Site	Description	Account Amount
P13-01527	MATERIAL SALES UNLIMITED		Grounds annual supplies	4,882.21
P13-01528	B & H PHOTO		Document camera for lab demo use	779.24
P13-01529	SJM INDUSTRIAL RADIO		Radio and Radio Supply Purchase	3,360.84
P13-01530	GOPHER SPORTS EQUIPMENT		Supply for life fitness center	61.36
P13-01531	NANCY BRACKEN	.	2012-2013 Misc. theater and costume supplies	500.00
P13-01532	RON ELLISON	.	2012-2013 Msc. theatre and costume supplies	1,135.38
P13-01533	JAMES L. RYNNING	.	2012-2013 Misc. theatre and costume supplies	500.00
P13-01534	DANIEL SMITH, INC.		Student Art Supplies IVC oils/pencils/paper	2,628.31
P13-01535	NANCY BRACKEN	.	2012-2013 Misc. theatre and costume supplies	2,000.00
P13-01536	MIKE COLLINS	.	2012-2013 Misc. theatre and set supplies	4,750.00
P13-01537	PATRIC TAYLOR	.	2012-2013 Reimbursement for misc PAC supplies	700.00
P13-01538	POWERTRON BATTERY CO.	.	Golf Cart Batteries	695.85
P13-01539	B & H PHOTO	Bldg W/Com Arts	SC Film filters/connectors	97.51
P13-01540	DELL MARKETING	.	Computers for Teacher Workstations	74,419.26
P13-01541	MISSION PRINTING COMPANY		Letter head SC Admissions	527.98
P13-01542	LEE ARMSTRONG CO., INC.		Floor replacement in SSC-225 and 225A	25,605.00
P13-01543	LEE ARMSTRONG CO., INC.		Fine Art 100 corridor, 103, and 105	63,650.00
P13-01544	ORANGE CO. BUSINESS COUNCIL		IVC Attendance/Workforce Dev. Conference	950.00
P13-01545	SEHI PROCOMP COMPUTER PRODUCTS	.	Printers	527.51
P13-01546	A-S MEDICATION SOLUTIONS, LLC		Medications	383.46
P13-01547	WORLDPOINT ECC, INC.		Cards for ACLS/PALS course	290.93
P13-01548	SEHI PROCOMP COMPUTER PRODUCTS		HP 800 ps Black Cartridge	40.67
P13-01549	EASTBAY TEAM SPORTS		Items for life fitness center	279.29
P13-01550	S & B FOODS CATERING DIVISION		Refreshments for OCCCLTF meetings	1,500.00
P13-01551	MARIA E. HUTCHINSON CERVANTES		FKCE Trainer	480.00
P13-01552	MC CALLUM GROUP, INC.		Legislative Advocate	45,000.00
P13-01553	THE LIBRARY OF CONGRESS CATALOGING DISTRIBUTION SVC.	.	Library book per Jenny Langrell	53.88
P13-01554	DICK BLICK COMPANY		Supplies for SC Art Dept 20X30 paper	494.57
P13-01555	LYNN YOUNG		FKCE PRIDE Trainer	360.00
P13-01556	IACLEA	.	IACLEA-Membership for Chief Glen	225.00
P13-01557	CCUPCA (CALIFORNIA COLLEGE & UNIV POLICE CHIEFS ASSOC)	.	CCUPCA-Membership for Chief Glen	100.00
P13-01558	DIVERSIFIED BUSINESS SERVICES		SC Transfer Ctr. Giant 8" long highlighters	827.35

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

ESCAPE ONLINE

Page 1 of 14

Includes P13-01527 - P13-01951

PO Number	Vendor Name	Site	Description	Account Amount
P13-01559	DICK BLICK COMPANY		Alvarez - Material/paper/tape/matte/sanded pastel	199.88
P13-01560	U.S. GREEN BUILDING COUNCIL		2012-2013 Membership	750.00
P13-01561	ALLSTEEL, INC. C/O CORP. BUSINESS INTERIORS		Lateral Files for Vice Chancellor Bus. Svs.	1,732.66
P13-01562	W. W. GRAINGER		HVAC annual supplies	1,204.58
P13-01563	SUPERIOR FILTRATION PRODUCTS		HVAC annual equipment/supplies	4,832.13
P13-01564	W. W. GRAINGER		HVAC annual equipment/supplies	10,256.70
P13-01565	GEORGE T. HALL		HVAC annual equipment/supplies	3,005.89
P13-01566	JOHNSTONE SUPPLY		HVAC annual equipment/supplies	725.45
P13-01567	REFRIGERATION SUPPLIES DIST.		HVAC annual equipment/supplies	1,208.04
P13-01568	NAT'L SOCCER COACHES ASSOC. OF AMERICA		NSCAA membership for IVC M. & W. Soccer	390.00
P13-01569	CCCSCA C/O RODNEY RAGSDALE		CCCSCA Membership for IVC W. Soccer	75.00
P13-01570	FISDAP HEADWATERS SOFTWARE, INC.		Fisdap for PM class 71	2,160.00
P13-01571	CR&R		ATEP Trash collection services	2,000.00
P13-01572	FISHER SCIENTIFIC		Chemistry supplies	8,023.44
P13-01573	SARGENT-WELCH LLC VWR INTERNATIONAL COMPANY		Chemistry supplies	3,206.64
P13-01574	SIGMA-ALDRICH CHEMICAL CO.		Chemistry supplies	144.08
P13-01575	SPECTRUM LABORATORY PRODUCTS		Chemistry supplies	1,457.21
P13-01576	VWR INTERNATIONAL, INC.		Chemistry supplies	5,450.80
P13-01577	FREY SCIENTIFIC		Chemistry supplies	1,161.77
P13-01578	SCIENCE KIT, INC.		Chemistry supplies	540.99
P13-01579	WILMAD/LAB GLASS		Chemistry supplies	2,065.22
P13-01580	SCIAC CSU SAN MARCOS		2012-2013 SCIAC Renewal	75.00
P13-01581	LAURA'S INT PLANTSCAPE SERV		2012-2013 Replacement plants for PAC	500.00
P13-01582	CALIFORNIA HAZARDOUS SERVICE		Repair gas pump	1,000.00
P13-01583	KENNEDY CENTER AMERICAN COLLEGE THEATER FESTIVAL		Registration for 3 Fall 2012 academic shows	675.00
P13-01584	SAFEWAY, INC. C/O PAVILIONS, STORE #210		Student Supplies-FASH Classes	100.00
P13-01585	ORANGE COUNTY REGISTER	SC Science	RFP for DSA inspector science bdg. SC	870.00
P13-01586	ORANGE COUNTY REGISTER		Bid 307 RFQ design build entity for A400 bldg. IVC	902.00
P13-01587	K-LOG COMPANY		Computer Lab	146.88
P13-01588	McKESSON GENERAL MEDICAL CORP		Medical supplies	118.38
P13-01589	CAL PRO SPORTS		Tennis balls for tennis class	155.43
P13-01590	BUDDY'S ALL STARS		Men's Basketball Team Supplies	335.02
P13-01591	EASTBAY TEAM SPORTS		Men's Track & Field Uniform Supplies	966.96
P13-01592	BUDDY'S ALL STARS		Men's Track & Field Uniform Supplies	624.78

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ESCAPE ONLINE

Includes P13-01527 - P13-01951

PO Number	Vendor Name	Site	Description	Account Amount
P13-01593	TOMARK SPORTS EQUIPMENT		Basketball Gym Equipment	519.83
P13-01594	HARBOR FREIGHT TOOLS		Tools for scene shop	100.00
P13-01595	HOME DEPOT EAST IRVINE STORE #8525		2012-2013 Theatre supplies	3,500.00
P13-01596	J2 GLOBAL, INC.		2012-2013 eFax Service	1,800.00
P13-01597	McMASTER CARR SUPPLY COMPANY		Physics supplies - adiabatic apparatus parts	34.88
P13-01598	LAUNDRY LOOPS INC.		Laundry Supplies	253.21
P13-01599	HOME DEPOT MISSION VIEJO STORE #614		2012-2013 Misc PAC supplies	250.00
P13-01600	VWR INTERNATIONAL, INC.		Physics supplies - Valves for Adiabatic apparatus	49.31
P13-01601	FISHER SCIENTIFIC		Instructional Supplies	290.49
P13-01602	3C4A C/O EVANS RODERICK		CCC/AAAA Membership/Athletic Counselor	125.00
P13-01603	VWR INTERNATIONAL, INC.		Thermometers for MarSci lab use	440.71
P13-01604	RIO GRANDE ALBUQUERQUE		Supplies for Art Dept. ultravest 100lbs	138.86
P13-01605	BOB MARTIN CO.		Supplies for Art Dept/aluminum wire	409.24
P13-01606	PASCO SCIENTIFIC		Phys supplies - Pressure sensors for adiabatic lab	414.07
P13-01607	ALLSTAR AWARDS		Purchase name badges for SSC.	38.83
P13-01608	MEDIA EDUCATION FOUNDATION		DVD requested by Elizabeth Horan	170.00
P13-01609	RAUL PACHECO dba R & R VISIBLE PRODUCTS		White Boards for LRC Tutoring	3,890.44
P13-01610	WELLS FARGO #3317 (DISTRICT)		Physics supplies - RJ11 Plug ends	20.74
P13-01611	LUCINDA CARVER		Piano Guest Artist	2,000.00
P13-01612	ORANGE CO/LONG BEACH CONSORT. % KAREN GOTTLIEB,RN, MSN		Nursing Membership	150.00
P13-01613	BOB PARRETT CONSTRUCTION		Repair Lib 2nd and 3rd floors	2,454.00
P13-01614	AIR SOURCE INDUSTRIES, INC.		Oxygen blanket PO for FY 12-13	538.75
P13-01615	JARED SCOTT		Piano Tuning	2,500.00
P13-01616	KINA, MORITAKA		Piano Tunings for Steinways	3,200.00
P13-01617	MC KENNA LONG & ALDRIDGE, LLP		ATEP Project	35,000.00
P13-01618	ORKIN EXTERMINATING, INC. ACURID	IVC Warehouse	2012-2013 ATEP Annual Maintenance: Bug Control	1,575.00
P13-01619	LAGUNA GRAPHIC ARTS, INC.		business cards for B.D'Lena	51.02
P13-01620	INSLEY CONSTRUCTION		Add Door to Split B105 Office Areas	2,700.00
P13-01621	SEHI PROCOMP COMPUTER PRODUCTS		Cartridges for Counselors	96.21
P13-01622	XEROX CORPORATION		Copier/Printer for LA Division Office	1,021.34
P13-01623	WELLS FARGO #3317 (DISTRICT)		ISSA (Information Systems Security Association)	115.00
P13-01624	HOME DEPOT MISSION VIEJO STORE #614		2012-2013 Blanket PO for physics lab supplies	300.00
P13-01625	STARPATH CORPORATION		Training Software for MST 218 Class	715.50
P13-01626	OCLC, INC.		Annual -Library Data Processing	6,650.12
P13-01627	CDW-G COMPUTER CENTERS		Xerox Printer for the Reading Lab	364.80

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ESCAPE ONLINE

Includes P13-01527 - P13-01951

PO Number	Vendor Name	Site	Description	Account Amount
P13-01628	STEELDECK, INC.		Supplies for set building 12-13 season	100.00
P13-01629	SCIAC CSU SAN MARCOS		Annual SCIAC membership dues 2012-2013	75.00
P13-01630	ESSENCE ENTERTAINMENT		Contracted Musicians	10,000.00
P13-01631	WILLIAMS RECORDING		Recording music performances	5,000.00
P13-01632	SEHI PROCOMP COMPUTER PRODUCTS		Athletics Office Printing Supplies	962.49
P13-01633	PSYCHOLOGICAL ASSESSMENT RESOURCES, INC.		Mental Health assessment tests	1,298.25
P13-01634	SVM, LP ATTN: CHECK DEPT.		Gas Cards for Nursing Students in need	433.30
P13-01635	CHAU HONG		FKCE Workshop Promoter	180.00
P13-01636	MARGUERITE BEAL		FKCE Wkshp	210.00
P13-01637	SHARON LANDIS		FKCE Wkshp Trainer	1,440.00
P13-01638	HUMANSIZE COMPANY		Task Chair for M.Arias	508.31
P13-01639	NLNAC ATTN: JOE ORTIZ		Nursing Accreditation Fee	2,400.00
P13-01640	FARNOOSH SORAYA		FKCE Wkshp Trainer	240.00
P13-01641	TUSTIN PUBLIC SCHOOLS FOUNDATION		Tustin Public Schools Foundation Sponsor	2,500.00
P13-01642	MAIN GRAPHICS		Printing of IVC Foundation Marketing Piece	1,900.59
P13-01643	SEHI PROCOMP COMPUTER PRODUCTS		Printer per Jenny Langrell	298.50
P13-01644	ILABEQUIPMENT		Ultrasonic basket for biology	292.36
P13-01645	BRENNER-FIEDLER & ASSOC., INC.		Supplies to Service Vacuum Pumps	80.70
P13-01646	CAROLINA BIOLOGICAL SUPPLY		Chemicals	92.32
P13-01647	CAPISTRANO UNIFIED SCHOOL DISTRICT		CUSD #2 ALLOCATION 2012-13	2,200.00
P13-01648	COASTLINE ROP		Coastline Allocation #2 2012-13	2,200.00
P13-01649	CAPISTRANO-LAGUNA BEACH ROP		Capo-Laguna Beach ROP	2,200.00
P13-01650	LAGUNA BEACH UNIF. SCHOOL DIST		LBUSD Allocation #2	1,100.00
P13-01651	SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT		SVUSD Allocation #2	3,300.00
P13-01652	TUSTIN UNIFIED SCHOOL DISTRICT		Tustin Unified Allocation #2	1,100.00
P13-01653	IRVINE UNIFIED SCHOOL DIST. ATTN: P.GRAHAM, ACCOUNTING		IUSD Allocation	1,100.00
P13-01654	DELL MARKETING		Printer Ink for Local Inkjet Printers	133.02
P13-01655	AARDVARK CLAY AND SUPPLIES		Turner - Material Fees Spring 2013/paints/glaze	447.64
P13-01656	CCCWBCA MATT BORCHERT, TREASURER		CCCWBCA membership/IVC W.Basketball	200.00
P13-01657	PROAIR CONSTRUCTION SVCS. INC.		Community education air condition work	1,580.00
P13-01658	MATERIAL CONNEXION		Material samples and data base access/ATEP	2,626.00
P13-01659	MATCO TOOLS CREDIT DEPARTMENT		Auto Tech Replacement Tools	1,802.24

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ESCAPE ONLINE

Includes P13-01527 - P13-01951

PO Number	Vendor Name	Site	Description	Account Amount
P13-01660	BRIDGES TRANSITIONS, CO.		Renewal, Bridges, 2012-13	1,850.00
P13-01661	VENDINI, INC. CORPORATE HEADQUARTERS		Ticket stock for Box Office IVC	234.73
P13-01662	GUEST ARTISTS		Performance of "Comedy & Magic" 01/12/2013	5,800.00
P13-01663	WALRUS MUSIC PUBLISHING		IVC Sheet Music	1,659.70
P13-01664	EASTBAY TEAM SPORTS		Men's Basketball Uniform Supplies	6,554.14
P13-01665	G/M BUSINESS INTERIORS		Chairs and Lateral File	1,885.59
P13-01666	DEEP SURPLUS		Cat 6 Patch Cables	627.64
P13-01667	B & H PHOTO		DVD Players for Instruction	633.25
P13-01668	ADN DIRECTORS OF SO. CAL. C/O DR. DIANE MOREY		ADN Membership Renewal	100.00
P13-01669	BULBTRONICS		Lighting supplies for PA Operations	2,000.00
P13-01670	THE CHINESE CLAY ART CORP.		Art Supplies/goat hair brushes	105.48
P13-01671	CHARISSE LYSEIGHT		FKCE Wkshp Cotrainer	630.00
P13-01672	W. W. GRAINGER		Maintenance equipment	387.69
P13-01673	SEHI PROCOMP COMPUTER PRODUCTS		Printer for Division Office	585.77
P13-01674	CLASSROOM PRODUCTS LLC		Desktop carrels for testing	657.80
P13-01675	SEHI PROCOMP COMPUTER PRODUCTS		Printer/Fax/Scanner per Jenny Langrell	306.62
P13-01676	MARKET-BASED SOLUTIONS		Emission credits	11,849.60
P13-01677	PYRO-COMM SYSTEMS		Campus fire alarm monitoring service	960.00
P13-01678	TOWNSEND PUBLIC AFFAIRS, INC ATTN:CHRISTOPHER TOWNSEND		State/federal advocacy services	50,000.00
P13-01679	UNITED STATES POSTAL SERVICE BUSINESS REPLY MAIL		Postage for Fall Emeritus Brochure	526.03
P13-01680	ALFONSO ALVAREZ		FKCE Wkshp Trainer	120.00
P13-01681	WELLS FARGO #3317 (DISTRICT)		Bell for SBS front office	14.24
P13-01682	GALE SUPPLY COMPANY		Bid 300D - Janitorial supplies	112.33
P13-01683	EMPIRE CLEANING SUPPLY		Bid 300D - Janitorial supplies	71.38
P13-01684	LOCKERS.COM		Lockers for DSPS students	1,089.77
P13-01685	TECHSMITH CORP		Camtasia-Snaggit-Morea Licenses/Support	1,838.70
P13-01686	GOVERNMENT % BIBBY SERVICES		maintenance/support fees curricunet	9,244.80
P13-01687	ORANGE CO. FARM SUPPLY		* Tree Stakes (Lodge Poles)	668.27
P13-01688	MARKERTEK VIDEO SUPPLY 1 TOWER DRIVE	Bldg W/Com Arts	Equipment for student use	1,264.03
P13-01689	CDW-G COMPUTER CENTERS		Power Cubes for Classrooms	156.32
P13-01690	K-LOG COMPANY		Instructor Lectern	95.02
P13-01691	MONOPRICE, INC.		Firewire for Publications	12.78
P13-01692	EASTBAY TEAM SPORTS		Women's Basketball Uniform Supplies	2,253.10
P13-01693	EASTBAY TEAM SPORTS		All Athletic Teams Uniform Supplies	4,836.52
P13-01694	AMTECH RELIABLE ELEVATOR CO.	SC Lib Renov	Repair elevator parts	29,971.00

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

ESCAPE ONLINE

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Includes P13-01527 - P13-01951

PO Number	Vendor Name	Site	Description	Account Amount
P13-01695	CITY OF WESTMINSTER		FKCE Facility Rental	77.00
P13-01696	S & B FOODS CATERING DIVISION		CTE 7th & 8th Advisory Meeting	300.00
P13-01697	ADORAMA CAMERA		Astronomy supplies - Carrying Cases	238.88
P13-01698	SEHI PROCOMP COMPUTER PRODUCTS		Transfer Kit for Color Laserjet 4600	229.24
P13-01699	VITAL LINK EDUCATION AND BUSINESS CONSORTIUM		CTEoc Regional Advisory	2,000.00
P13-01700	LISA WORKMAN		FKCE Wkshp Panelist	50.00
P13-01701	TICKET ENVELOPE COMPANY		Ticket envelopes for box office IVC	133.07
P13-01702	WELLS FARGO #3317 (DISTRICT)		Subscription to the Economist	67.25
P13-01703	WELLS FARGO #3317 (DISTRICT)		2012-2013 SurveyMonkey Subscrip-V. Chanc Bus Svcs	204.00
P13-01704	McMASTER CARR SUPPLY COMPANY		Maintenance equipment	1,097.19
P13-01705	CRESCENT STAFFING, INC. dba CRESCENT SOLUTIONS		IT Software Development to support SIS	108,864.00
P13-01706	W. W. GRAINGER		Vehicle Supplies	55.25
P13-01707	ADRENALIN SPORTS APPAREL DBA JOANN MARIE HYDER		Logos for women's volleyball gear	2,236.89
P13-01708	CAL PRO SPORTS		Baseball supplies	9,114.52
P13-01709	NEWPORT CORP.		Instructional eqpmt for new electronics courses	7,517.35
P13-01710	COMPUTERLAND OF SILICON VALLEY		Adobe Design and Web License Renewals	24,489.42
P13-01711	DASS LLC		Photography Supplies/transfer film SC	245.94
P13-01712	FISHER SCIENTIFIC		Biology supplies & materials	698.09
P13-01713	MODERN BIOLOGY		For materials & supplies for bio. lab classes.	600.00
P13-01714	BUTTERICK/MCCALL/VOGUE PATTERN COMPANY		Patterns	24.70
P13-01715	FIBER ECONOMICS BUREAU		Dept Resource - Video	21.16
P13-01716	SIMS-ORANGE WELDING SUPPLY		2012-2013 Gas & Supplies	500.00
P13-01717	LAKESHORE LEARNING MATERIALS		Butcher paper for SBS SC	73.59
P13-01718	OFFICE MAX A BOISE COMPANY		2012-2013 Office Max Fund 68	500.00
P13-01719	DICK BLICK COMPANY		IVC Student Art Supplies/chisel sets/pencil	216.70
P13-01720	TOD KUBO		IVC Choreographer	2,380.00
P13-01721	DA CAPO MUSIC		Music Sheets for Chorale Classes	1,330.01
P13-01722	AERA ENGINE REBUILDERS ASSN.		2012-2013 Membership Service Fee	244.00
P13-01723	McMASTER CARR SUPPLY COMPANY		Maintenance annual supplies	3,664.38
P13-01724	CHRISTIAN HIRA NIMBLE CONSULTING		Database Analysis, Design & Programming - IT	252,000.00
P13-01725	ORKIN EXTERMINATING, INC. ACURID		Annual Maintenance: Bug Control	10,710.00
P13-01726	ENAMIX, INC.		Quality Assurance Consulting Services	147,168.00

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Includes P13-01527 - P13-01951

PO Number	Vendor Name	Site	Description	Account Amount
P13-01727	CITY OF TUSTIN ATTN: CITY MANAGER'S OFFICE		ATEP fee	2,054.56
P13-01728	MONTGOMERY HARDWARE		Locksmith door supplies	3,214.58
P13-01729	IRVINE PIPE & SUPPLY		Auto Flusher Stock	1,037.83
P13-01730	ECONOMIC ALTERNATIVES, INC.		Campus Wide Water Treatment Chemicals	5,894.29
P13-01731	NORTH STATE ENVIRONMENTAL		Diesel Fuel Storage Drums	270.60
P13-01732	CONSOLIDATED ELECTRICAL DIST.		Library road lights	2,124.57
P13-01733	WESTERN GRAPHICS PLUS, INC.		CareerCafe Mktg Materials Reorder	19,353.09
P13-01734	ABOUBACAR KOUYATE		Guest Artist-MUS 23-World Music 10/23/12	225.00
P13-01735	CPP, INC. DAVIES BLACK PUBLISHING		SkillsOne, MBTI, & Strong College Software	10,613.38
P13-01736	PEPPER MUSIC COMPANY		Sheet Music for IVC	1,500.00
P13-01737	ESSENCE ENTERTAINMENT		Dance Dept. Tech. Svcs.	7,500.00
P13-01738	BAKER & TAYLOR BOOKS		Blanket for the purchase of books	10,000.00
P13-01739	TUSTIN CHAMBER OF COMMERCE		2012-2013 Membership Renewal	186.00
P13-01740	PACIFIC COLOR PRINTING		Printing services/IVC Athletic Schedule cards	1,185.25
P13-01741	DANIEL HUNG TRAN		Medical referral book IVC	80.76
P13-01742	WELLS FARGO #3317		Software Dev: Map Enh, Degree Audit, SEP & SIS	167,328.00
P13-01743	SYNERGY SOFTWARE SOLUTIONS PRATIK MODI		Transportation annual equipment/supplies	13,245.51
P13-01744	PEP BOYS		Repair interior of vil 8	13,651.00
P13-01745	BOB PARRETT CONSTRUCTION		FKCE Monitor	35.00
P13-01746	JENNIFER SNIDER		IVC library supplies/labels/booktape	61.96
P13-01747	GAYLORD BROTHERS, INC.		Emergency purchase of geology equipment at Sears	270.61
P13-01748	WELLS FARGO #1598		Physics supplies - Slide whistle	15.57
P13-01749	MUSICIAN'S FRIEND, INC.		Recycling Zero Waste Info Cards	644.71
P13-01750	MAIN GRAPHICS		Rogers Cloud Fee Based Supplies/watercolor paper	261.83
P13-01751	DICK BLICK COMPANY		Agreement to purchase emission credits	7,844.89
P13-01752	MARKET-BASED SOLUTIONS		Medical supplies	39.20
P13-01753	McKESSON GENERAL MEDICAL CORP		SC Library supplies/binder tape/hinge repair tape	107.62
P13-01754	DEMCO INC.		Printing-IVC Fall 2011 Diplomas & Certificates	70.90
P13-01755	PARADIGM, INC.		Reimbursement for Music Lab Tech Misc.	500.00
P13-01756	MARK PETERSEN		2012-2013 SCHEC Membership	50.00
P13-01757	SO COAST HIGHER EDUCAT COUN. C/O SHANNON CROGAN		FKCE Wkshp Trainer	1,440.00
P13-01758	MARGI MC NELLY		Dance Choreographer	1,500.00
P13-01758	NATE HODGES dba RHETORACLE DANCE COMPANY			

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Includes P13-01527 - P13-01951

PO Number	Vendor Name	Site	Description	Account Amount
P13-01759	VICENTI, LLOYD & STUTZMAN LLP		Forensic accounting review	12,269.20
P13-01760	WELLS FARGO #3317 (DISTRICT)		SC Library/mobile laptop cart	93.91
P13-01761	PETE'S ROAD SERVICE		2012-2013 Tire Repairs	500.00
P13-01762	JIM'S MUSIC CENTER, INC.		2012-2013 Misc PAC supplies	924.50
P13-01763	WALTERS WHOLESALE ELECTRIC		Electrical Supplies	4,994.02
P13-01764	ORANGE COUNTY REGISTER		Ad for bid 2005- com.ed. brochures	438.00
P13-01765	SPORTS FIELD INSTALLATION		Renovation of football field	51,262.00
P13-01766	R2A ARCHITECTURE		Design plan for student & veteran payment services	5,000.00
P13-01767	WELLS FARGO #3317 (DISTRICT)		Supplies for Chemistry Labs/tape	192.87
P13-01768	W. W. GRAINGER		Safety Supplies for Staff	153.58
P13-01769	ORANGE COUNTY REGISTER		Public Notice Ad for Budget	198.00
P13-01770	CDW-G COMPUTER CENTERS		Sony Viao Laptop for Grant Project	2,686.30
P13-01771	AMERICAN ASSOCIATION OF COMMUNITY COLLEGES		Membership Dues AACC 2013	8,680.00
P13-01772	JOHNSON-FRANK & ASSOCIATES	IVC Barranca Rd	Barranca survey at IVC	1,800.00
P13-01773	MARLYS GRODT		Investigation Expense	2,250.00
P13-01774	MILLENNIUM BUSINESS SERVICES Marty Cohn		Business cards for Linda M. Fontanilla	49.57
P13-01775	MARCIVE, INC.		Library Database Service	1,500.00
P13-01776	AMTECH RELIABLE ELEVATOR CO.		Replacing SM elevator cylinders	48,029.00
P13-01777	KIRILL GLIADKOVSKY		Membership-MTNA (CAPMT) for K. Gliadkovsky	123.00
P13-01778	EASTBAY TEAM SPORTS		Polo's for ivc staff	547.98
P13-01779	EASTBAY TEAM SPORTS		Men's basketball shoes	4,025.42
P13-01780	WELLS FARGO #3317		Fence for dept. table saw/ SM	274.74
P13-01781	PENN CORPORATE RELOCATION SERVICES, INC.		Matriculation move to Vil 8	4,550.13
P13-01782	S & B FOODS		Campus-wide Open Forums	139.32
P13-01783	FONTIS SOLUTIONS div of IMAGE DISTRIBUTION SERV		Prescription Pads SC Health Ctr	366.35
P13-01784	CI SOLUTIONS, CARD INTEGRATORS CORPORATION		Id cards/campus police SC	120.12
P13-01785	DISH NETWORK Div of EchoStar Satellite		dish network service renewal	362.37
P13-01786	NCMPR		Invoice Attached for Webinar	150.00
P13-01787	WEST-LITE SUPPLY CO.		Electrical Equipment	106.67
P13-01788	GRAYBAR ELECTRIC CO.		Electrical Equipment	1,049.95
P13-01789	W. W. GRAINGER		Electrical Equipment	3,924.41
P13-01790	ONE SOURCE DISTRIBUTORS, INC.		Electrical Equipment	14,294.61
P13-01791	W. W. GRAINGER		Engine shop materials	73.58
P13-01792	DICK BLICK COMPANY		Student Supplies (Presentation Books)	111.70
P13-01793	GEMPLER'S		Greenhouse Supplies	344.54
P13-01794	ORANGE CO. FARM SUPPLY		Soil Media for Biology Lab Exercises	354.64
P13-01795	WARD'S NATURAL SCIENCE		Geology rock hammers	694.18

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Includes P13-01527 - P13-01951

PO Number	Vendor Name	Site	Description	Account Amount
P13-01796	AIDEN ELY	.	Keynote Speaker at Student Success Wrksh	1,000.00
P13-01797	JACK-X-CHANGE	.	Crane jack	113.57
P13-01798	PENN STATE INDUSTRIES	.	RapidTech New Equipment - Blower	345.20
P13-01799	FISHER SCIENTIFIC	.	Supplies for Bio3c and Bio20	164.62
P13-01800	ORION TELESCOPES & BINOCULARS	.	Astro supplies - Telescope filters & eye pieces	1,896.09
P13-01801	OCEANSIDE PHOTO & TELESCOPE	.	Astronomy supplies - Wedge adapters & Telrads	668.61
P13-01802	WIDGET SUPPLY	.	Astronomy supplies - magnifiers	67.79
P13-01803	VWR INTERNATIONAL, INC.	.	Instructional Supply	455.33
P13-01804	CURTIS BERAK HARPSICHORD SERVICES	.	Harpischord tuner	450.00
P13-01805	SONIA LEE	.	Guest Artist	1,500.00
P13-01806	HEALTH DIMENSIONS	.	Health & Wellness Expo	1,800.00
P13-01807	ARS ENTERPRISES	.	Prev. Maint. Serv. Autoclave 2012-13	2,992.50
P13-01808	AIRPORT VAN RENTAL SOLUTIONS	.	Van rentals	2,000.00
P13-01809	T3 MOTION, INC.	.	T3 Repair	239.79
P13-01810	DIGICERT	.	Digicert ssl wildcard certificate renewal	1,185.00
P13-01811	SUN BADGE COMPANY	.	Badges	243.09
P13-01812	SERVI-TECH LABORATORIES	.	Soil lab tests	1,000.00
P13-01813	JACC TREASURER	.	2012-2013 JACC Membership Renewal	500.00
P13-01814	TOMARK SPORTS EQUIPMENT	.	Lawn sod rollers for baseball field	1,042.27
P13-01815	CCCCIO C/O CLAIRE BIANCALANA	.	CCCCIO Membership Dues, 2012-13	300.00
P13-01816	MARY T. JONES	.	Facilitate Stud. Serv. Workshops for Vet Offices	250.00
P13-01817	S & B FOODS	.	Refreshments for DAM meetings	1,400.00
P13-01818	DAYLE McINTOSH CENTER FOR THE DISABLED	.	Interpreter for New Hire Orientation	124.00
P13-01819	SO. ORANGE CO. COMM. COL.DIST	.	Returning of R2T4 Pell Grant Funds for Fall 2012	168.00
P13-01820	GORM, INC.	.	Bid 300D - Janitorial supplies	34.53
P13-01821	COMPUTERLAND OF SILICON VALLEY	.	Fusion 5 and Parallels Software	434.93
P13-01822	FISHER SCIENTIFIC	.	Media and chemicals for Microbiology	1,566.69
P13-01823	BIOQUIP PRODUCTS	.	Bio 3B: Entomology Field Equipment	312.96
P13-01824	NIKKANI S. ANDREWS	.	Guest Artist-MUS 23-World Music 10/23/12	225.00
P13-01825	TIGER DIRECT	.	HVAC computer battery	78.47
P13-01826	TNR TECHNICAL, INC.	.	Physics Supplies-Batteries	157.24
P13-01827	APPLE COMPUTER, INC. ATTN: HiEd SALES SUPPORT	.	Marketing Mac Pro	7,147.46
P13-01828	APPLE COMPUTER, INC. ATTN: HiEd SALES SUPPORT	.	MacBook Pro	2,782.36

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Includes P13-01527 - P13-01951

PO Number	Vendor Name	Site	Description	Account Amount
P13-01829	APPLE COMPUTER, INC. ATTN: HiEd SALES SUPPORT	.	MacBook Air for VPSS and VPI	2,966.33
P13-01830	ZAMA SPORTS		women's soccer embroidery	1,353.34
P13-01831	JENNIFER MC GEE		FKCE Wkshp Panelist	100.00
P13-01832	DELL MARKETING		Laptop	613.60
P13-01833	MISSION PRINTING COMPANY		Pres. Note Cards & Envelopes	804.89
P13-01834	AMERICAN ASSOCIATION OF COMMUNITY COLLEGES		2013 AACC Membership	14,610.00
P13-01835	DELL MARKETING		Replenish Cartridge	287.63
P13-01836	KONICA MINOLTA BUSINESS SOLUT. ATTN: PO SPECIALIST	.	Konica Minolta Copier Maintenance Payment	34.98
P13-01837	CAAHEP		CAAHEP annual payment	450.00
P13-01838	MILLENNIUM BUSINESS SERVICES Marty Cohn	.	Business Cards IVC	148.70
P13-01839	IPSWITCH, INC.		What's Up Gold IT Security 3-day Training	7,995.00
P13-01840	SURVEY GIZMO		Survey Subscription	337.50
P13-01841	UNITED DIRECT MARKETING, INC.		Mailing of Emeritus Fall, 2012 Brochure	658.00
P13-01842	APMM	.	2012-2013 Membership for DMP	300.00
P13-01843	HOME DEPOT MISSION VIEJO STORE #614		2012-2013 CDC Supplies	350.00
P13-01844	S & S COMMUNICATIONS		Emergency radios	5,996.29
P13-01845	DEMCO INC.	.	IVC Lib. instructional supplies/tape/ink	43.92
P13-01846	HOIST SERVICE CO., INC.		Annual hoist safety inspection	1,859.91
P13-01847	CONTRACT PAPER GROUP, INC.	SC WAREHOUSE	Replenish Stores Paper 11x17 20lb	1,551.60
P13-01848	CONTRACT PAPER GROUP, INC.	SC WAREHOUSE	Replenish Stores paper	3,027.35
P13-01849	ADVANTAGE MARKETING ADM GROUP INC.		Promotional Items for Job Fair	3,669.11
P13-01850	CARAVAN CANOPY INT'L, INC.		Canopy/SC Outreach	935.79
P13-01851	HEALTH DIMENSIONS		Health & Wellness Expo	1,800.00
P13-01852	THE BLIND FACTORY		Blinds for B112 & BSTIC	650.00
P13-01853	MILLENNIUM BUSINESS SERVICES Marty Cohn		Business Cards/IVC	49.57
P13-01854	GARCIA ASSET MANAGEMENT CO. dba EMPIRE BUILDING		Library book dusting	5,620.00
P13-01855	US MARKERBOARD BRITE VISUAL PRODUCTS INC.		Tables and Dollies	4,704.27
P13-01856	TOMARK SPORTS EQUIPMENT		Baseball supplies	543.89
P13-01857	TOMARK SPORTS EQUIPMENT		Supplies for baseball	901.10
P13-01858	HITT MARKING DEVICES, INC.		SC stamps for timecards/Fine Arts	64.84
P13-01859	SEHI PROCOMP COMPUTER PRODUCTS	.	Printer Maintenance Kits	361.58
P13-01860	McKESSON GENERAL MEDICAL CORP		Medical supplies	77.14
P13-01861	GETTY IMAGES US, INC.	.	2012-2013 Graphics Image source renewal	2,500.00
P13-01862	WELLS FARGO #3317		Physics supplies - Multimeters	43.08
P13-01863	DANIEL SMITH, INC.		Supplies for the Art Dept/paper/SC	696.07

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PO Number	Vendor Name	Site	Description	Account Amount
P13-01864	HOME DEPOT MISSION VIEJO STORE #614		2012-2013 Art Supplies	250.00
P13-01865	WELLS FARGO #3317		Physics supplies - wire strippers	79.91
P13-01866	ROSALBA CERVANTES		FKCE Wksp CoTrainer	630.00
P13-01867	HERNANDEZ, GABRIELA		FKCE Wkshp Panelist	50.00
P13-01868	ARACELI TRUJILLO		FKCE Wkshp Panelist	50.00
P13-01869	LAMA BOOKS LEO A MEYER ASSOCIATED, INC.		2012-14 Occupational books for career library	113.14
P13-01870	DISPLAYS 2GO		Purchase display frame.	211.72
P13-01871	AT & T DATACOM INC		ATT Consulting-Upgrade Cisco Unity Servers	16,000.00
P13-01872	SHANNON YOSHINAGA		Honorarium for WINDS OF OCTOBER 10/5/12	255.00
P13-01873	DELL MARKETING		Dell XPS Desktop	2,135.46
P13-01874	HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION		CTE Outreach/shirt	97.96
P13-01875	GARTNER GROUP, INC.		Specialized Educational Consulting Year 2 of 2	31,800.00
P13-01876	NEW READER'S PRESS		ESL newspaper subscription per Jenny Langrell	49.05
P13-01877	AGUINAGA GREEN, INC.		Mulch for the Native Garden	202.57
P13-01878	KATHY WEATHERWAX		FKCE Wkshp CoTrainer	630.00
P13-01879	DENISE BLAIR		FKCE Wkshp CoTrainer	630.00
P13-01880	DICK BLICK COMPANY	IVC Fine Arts	IVC Student Art Supplies/taskboard	58.72
P13-01881	MARGUERITE BEAL		FKCE Wkshp Monitor	210.00
P13-01882	HUMANSIZE COMPANY		Liberty Chair - ergonomic - By Humansize	528.92
P13-01883	HUMANSIZE COMPANY		Ergonomic Chairs	1,048.69
P13-01884	BERGMAN & ALLDERDICE		ATEP legal services (achmnt)	32,550.00
P13-01885	COMPUTERLAND OF SILICON VALLEY		Microsoft Campus Agreement - SC, IVC & District	134,354.50
P13-01886	VIDEO SERVICE OF AMERICA		Replacement Audio Equipment for Dance Class	323.81
P13-01887	HAYNEEDLE		Soccer Class Equipment	3,663.48
P13-01888	SEHI PROCOMP COMPUTER PRODUCTS		Toner for VPSS Office Printer	444.70
P13-01889	ADVANTAGE MARKETING ADM GROUP INC.		Job Fair Promotional Items	2,810.69
P13-01890	LYNDE-ORDWAY CO., INC.		repair of document shredder - see notes	200.00
P13-01891	XEROX CORPORATION		Xerox Maintenance Agreement	300.00
P13-01892	JIM'S MUSIC CENTER, INC.		Antenna Parts for the PAC	998.97
P13-01893	BRUSTEIN & MANASEVIT		Perkins book for acctg spec.	26.94
P13-01894	PICK-UP PARTS OF MISSION VIEJO		Truck box equipment	913.67
P13-01895	PWS THE LAUNDRY COMPANY		Washing machine for ivc knes/athletics	7,354.59
P13-01896	MOORE MEDICAL CORP.		OTC Meds	109.10
P13-01897	QUICK CAPTION		Contract Services with Quick Caption Real Time	10,000.00

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PO Number	Vendor Name	Site	Description	Account Amount
P13-01898	APPLE COMPUTER, INC. ATTN: HiEd SALES SUPPORT	.	Aperture 3 Software for Publications	79.99
P13-01899	HITT MARKING DEVICES, INC.		Self Inking stamp/SC Health Center	25.14
P13-01900	SEHI PROCOMP COMPUTER PRODUCTS		Printer for Department Chair	162.05
P13-01901	SEHI PROCOMP COMPUTER PRODUCTS		Replacement Printer	210.80
P13-01902	GYROTONIC	.	Stools for Dance	2,810.30
P13-01903	TESORO HIGH SCHOOL TESORO TRIBUNE		Program Ads-Tesoro H.S. Music Boosters	300.00
P13-01904	CAL PRO SPORTS		Baseball supplies	775.66
P13-01905	XEROX CORPORATION		Move Xerox Copier from SSC 225B to Village 8	357.00
P13-01906	W. W. GRAINGER		Blue Event Tape/IVC	144.30
P13-01907	HUMANSIZE COMPANY		Task Chairs for Fiscal Services	6,887.68
P13-01908	WELLS FARGO #3317		Books/district IT	128.46
P13-01909	UNISOURCE WORLDWIDE	.	Bid 300D - Janitorial supplies	38.66
P13-01910	PACIFIC WEST MAPS		USGS topo maps for geo labs	342.38
P13-01911	WILLED BODY PROGRAM UCI COLLEGE OF MEDICINE		Cadaver for Bio. 200 class	5,152.61
P13-01912	MICHAEL LOWELL MC CORMICK		Supplies and props for 12-13 academic shows	500.00
P13-01913	COMMUNITY COLLEGE LEAGUE OF CALIFORNIA	.	Library Database Renewals	4,180.78
P13-01914	MATTHEW CODDE		FKCE Wkshp Trainer	150.00
P13-01915	TONY KIM		FKCE Wkshp Panelist	50.00
P13-01916	WESTMINSTER PRESS, INC.		Printing of Saddleback College Catalog	6,163.30
P13-01917	MOUNTAIN MEASUREMENT, INC. NCLEX PROGRAM REPORTS		Subscription to RN NCLEX Reports	375.00
P13-01918	HOME DEPOT MISSION VIEJO STORE #614	.	Instructional supplies for DMP	300.00
P13-01919	UPSTAGE PARALLELS		Equip. rental for Children of Eden	723.13
P13-01920	GUEST ARTISTS		Eisenhower Dance	8,750.00
P13-01921	HOME DEPOT EAST IRVINE STORE #8525	.	Art Supplies-Art 41	140.00
P13-01922	HOME DEPOT MISSION VIEJO STORE #614		For supplies needed for CSUF catapult competition	500.00
P13-01923	BOUNDLESS NETWORK		CTE Outreach Materials/phone holders	884.63
P13-01924	BLACKBAUD, INC.		Blackbaud contract services for the Foundation	4,000.00
P13-01925	IMODULES SOFTWARE, INC.		iModules Software Invoice	26,606.00
P13-01926	H2 ENVIRONMENTAL CONSULTING SERVICES, INC.		Microbial assessment for classroom complex bldg.	1,175.00
P13-01927	WILMAD/LAB GLASS		Chemistry supplies	637.02
P13-01928	STRATA INFORMATION GROUP		Professional Services	20,000.00
P13-01929	3D RAPID PROTOTYPING INC.		RapidTech Contract Service	8,321.25
P13-01930	VITAL LINK EDUCATION AND BUSINESS CONSORTIUM		CTE Career Day/Job Fair for 2012-13 Academic Year	15,000.00

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Includes P13-01527 - P13-01951

PO Number	Vendor Name	Site	Description	Account Amount
P13-01931	A-S MEDICATION SOLUTIONS, LLC		MEDICATION	98.00
P13-01932	EMBLEM ENTERPRISES		Patches	243.04
P13-01933	DICK BLICK COMPANY		Anthropology supplies-Attachment	673.53
P13-01934	XPEDX		Paper for Duplicating	534.41
P13-01935	ADRENALIN SPORTS APPAREL DBA JOANN MARIE HYDER		Women's volleyball t-shirts	357.95
P13-01936	CDW-G COMPUTER CENTERS		Symantec Encryption Software Renewal	71.85
P13-01937	BISHOP COMPANY		Grounds Annual Supplies	5,943.35
P13-01938	COMMERCIAL LANDSCAPE SUPPLY		Annual Grounds Supplies	3,048.56
P13-01939	JOHN DEERE LANDSCAPES, INC.		Annual Grounds Supplies	4,004.88
P13-01940	GEMPLER'S		Annual Grounds Supplies	5,725.86
P13-01941	A. M. LEONARD, INC.		Annual Grounds Supplies	3,006.43
P13-01942	PC MALL GOV. INC.	Bldg W/Com Arts	Replacement portable hard drives	572.71
P13-01943	WELLS FARGO #3317		Code Books IVC Campus Police	190.23
P13-01944	SEHI PROCOMP COMPUTER PRODUCTS		Printer Drum Kit	58.80
P13-01945	A-1 VISUAL SYSTEMS		Enclosed Bulletin Board for CWE Marketing	732.66
P13-01946	DELL MARKETING		4-Pack Black Toner Cartridge for Dell 3100cn	200.59
P13-01947	DRAMATISTS PLAY SERVICE, INC.		Music license for "Almost, Maine"	120.00
P13-01948	ART SUPPLY WAREHOUSE		Supplies for Arch Classes/foamboard/glue/matte	708.38
P13-01949	SMART LEVELS MEDIA		FKCE Newsletter Printing	2,517.04
P13-01950	EUROPRINT, INC.		Print/early bird registration/degree publications	1,659.35
P13-01951	MILLENNIUM BUSINESS SERVICES Marty Cohn		Business cards IVC DSPS	220.89
			Total	425
				2,070,230.12

Fund Summary			
Fund	Description	PO Count	Amount
01	General Fund	398	1,039,226.89
12	Child Development Fund	1	350.00
40	Capital Outlay Fund	23	1,026,553.23
68	Self-Insurance Fund	3	4,100.00
Total		425	2,070,230.12

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 P13-01527 - P13-01951

PO Number	Vendor Name	Site	Description	Account Amount
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PO ChangesNew PO AmountChange Amount

Total PO Changes

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 09/05/2012 - 10/09/2012

Requisition Number	Vendor Name	Description	Requisition Total
RQ13-00069	EDWARD TACKETT	NCPN CONFERENCE 2012	1,876.74
RQ13-01806	BRUCE HAGAN	WCET Annual Meeting in San Antonio - Bruce Hagan	1,900.00
RQ13-01847	RITE INC. dba THE PERFECT FIELD	Field Paint	269.38
RQ13-01858	IRVINE VALLEY COLLEGE BOOKSTORE	EOPS Books Summer 2012	5,037.18
RQ13-01897	KATHLEEN WERLE	Supply Reimbursement-Book and Vent Cover	38.82
RQ13-01921	SIGNATURE CELEBRATIONS	Balloons for LRC BBQ in Quad	310.32
RQ13-01927	TECHNOLINK ASSOCIATION C/O FORTE DESIGNS #206	Technolink Registration	190.00
RQ13-01928	KEVIN M. DALLA BETTA	CCIA Fall 2012 Conference	135.00
RQ13-01930	WELLS FARGO #3317 (DISTRICT)	Refreshments for ATEP Planning meeting	267.41
RQ13-01953	PLANT DEPOT	Replacement pot for Fine Arts patio	246.96
RQ13-01972	S & B FOODS CATERING DIVISION	Refreshments for Gerontology Event	565.69
RQ13-01974	DR. LINDA FONTANILLA	Conference Reimbursement-Student Success	905.66
RQ13-01975	COMMITTEE ON ACCREDITATION OF EDUCATIONAL PROGRAMS FOR THE I2S, INC.	CoAEMSP finance charge	120.00
RQ13-01978		Repair/service of 3 p1000 & 1 p200 micropipettors.	80.00
RQ13-01984	LIDS TEAM SPORTS	Add'l uniform for W Golf F'12	104.57
RQ13-01992	WELLS FARGO #3317 (DISTRICT)	Refreshments for Chancellors Meeting-Corner Bakery	69.66
RQ13-01997	WELLS FARGO #1598	Geology field trip supplies-Dick's Sporting Goods	192.81
RQ13-02003	WELLS FARGO #3317 (DISTRICT)	BPA HR/Financial System Purchasing Workshop	1,026.79
RQ13-02027	ERIC KUDELL	Reimbursement-Cabling Proj. Supplies	75.43
RQ13-02028	ACCUITY	ACH Participant Directory	341.00
RQ13-02034	WELLS FARGO #1598	NCMPR Medallion Award Entries	175.00
RQ13-02052	WELLS FARGO #3317 (DISTRICT)	BPA HR/Financial System Purchasing #2 Workshop	339.15
RQ13-02061	LISA INLOW	Reimbursement-FN 240 & 241 Student Supplies	97.20
RQ13-02063	ARLENE THOMAS	Reimbursement-Student Supplies	50.63
RQ13-02112	THE EMBROIDERY STORE	IVC golf apparel	281.23
RQ13-02120	KATHLEEN WERLE	Conference Request for Kathy Werle	75.00
RQ13-02131	JOE SAN JUAN	Employee Enrollment Fee Reimbursement	92.00
RQ13-02132	AMBER VANN	Reimbursement-tennis balls for tennis team	64.63
RQ13-02138	JACK APPLEMAN	Reimbursement for Robotics Exp	155.69
RQ13-02142	MIROSLAVA MANCHIK	Entrepreneurship Conference	113.00
RQ13-02153	VICTORIA ORLICH	Reimbursement for instructor book	105.18
RQ13-02160	ANDREW ALHADEFF	Reimburse Athl. Equipment manager/Washer repair	167.00
RQ13-02178	GARY RYBOLD	Conference Reimburse-Pac S-West Forensics Assoc.	567.75
RQ13-02182	KIM BRANCH-STEWART	Employee Enrollment Fee Reimbursement	92.00
RQ13-02184	PLANT DEPOT	Purchase Planter Pot-replacement of broken one	246.96
RQ13-02186	BRETT MICKELSON	Reimburse-9/11 Ceremony Supplies	275.33
RQ13-02194	PACIFIC COACHWAYS	Bus for Emeritus FT	787.25
RQ13-02196	WELLS FARGO #2078	BPS Onboarding Meeting/Meals - Wind and Sea	1,643.66
RQ13-02207	ANGELA OROZCO-MAHANEY	4CS Executive Meeting Reimbursement	528.30
RQ13-02208	DR. LINDA FONTANILLA	Reimbursement-Relocation Expenses	2,297.70
RQ13-02213	CAROL HILTON	ACBO Conference - Carol Hilton	656.54

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Includes 09/05/2012 - 10/09/2012

Requisition Number	Vendor Name	Description	Requisition Total
RQ13-02215	DENNIS GORDON	4CS Executive and Board meeting reimbursement	669.74
RQ13-02218	WELLS FARGO #4198	GoDaddy.com-Domain Name Renewal	58.00
RQ13-02221	YVONNE O'TOUSA	Y.O'Tousa CCIA 2012 ACBO Fall Conference	115.00
RQ13-02226	RUSSELL HAMILTON	4cs conference	843.30
RQ13-02227	CAROLINE DURDELLA	Conference for Caroline Durdella	412.00
RQ13-02228	WELLS FARGO #1606	A & E Repair Service-Dryer Repair	129.00
RQ13-02229	MARIA PANIAGUA	ccceopsa conference	746.00
RQ13-02231	LORI PARRA	ccceopsa conference	746.00
RQ13-02232	WELLS FARGO #4198	Yellow Cab-Emergency Taxi Services	117.00
RQ13-02233	JERILYN CHUMAN	Registration Fee for Jerilyn Chuman	450.00
RQ13-02234	CADENCE A. WYNTER	Conference for Cadence Wynter-Attachment	387.00
RQ13-02237	JERILYN CHUMAN	Registration Fee for Jerilyn Chuman	75.00
RQ13-02242	RACHEL MANDERS	Grant Conference	157.00
RQ13-02243	S & B FOODS	Refreshments-HTCC Meeting	357.84
RQ13-02244	HAYWARD, CRAIG	Travel for Craig Hayward - RP Group	782.00
RQ13-02245	S & B FOODS CATERING DIVISION	Refreshments-Transfer Day College Fair	456.27
RQ13-02250	INNA LINK	NAFSA Region XII Conference	1,100.00
RQ13-02254	BEN DOLAN	RapidTech Camera Repair Reimbursement	219.00
RQ13-02266	JAN FRITSEN	Printing Ventura Workpacket - Royalties	50.00
RQ13-02267	TERENCE NELSON C/O VETS CENTER	2012 Student Success Conf for T.Nelson	375.00
RQ13-02273	LUIS SILVA	Luis Silva to attend papa seminar	80.00
RQ13-02274	TYLER WEINSTEIN	Reimbursement-File Guides	31.78
RQ13-02276	PATRICIA K. FLANIGAN	2012 Strengthening Student Success Conference	387.00
RQ13-02288	ROBERT RICKERSON	Reimb. for Signs for Art Gallery Exhibition 9/2012	479.75
RQ13-02289	ENVIRONMENTAL NATURE CENTER	Fee for Field Trip facility	50.00
RQ13-02291	WELLS FARGO #1606	Industry Advisory Board Meeting Refreshments	648.61
RQ13-02303	KEVIN O'CONNOR	Conf. Reimbursement-Student Success	375.00
RQ13-02309	BRENDA BORRON	Reimbursement For Purchase of Books	107.75
RQ13-02310	XEROX CORPORATION	Xerox Equipment Move	357.00
RQ13-02315	WELLS FARGO #1598	Modern Biology-Lab kit exercises for Bio 12.	344.80
RQ13-02320	FARIDA GABDRAKHMANOVA	Reimbursement-Scanner	117.98
RQ13-02321	DEBRA L. FITZSIMONS	Vice Chancellor to Attend Conference	2,271.02
RQ13-02324	JUAN AVALOS	Student Success conf registration	450.00
RQ13-02327	RICHARD MORLEY	NCCCCF/CASE Symposium	1,265.00
RQ13-02333	GLENN ROQUEMORE	NCCCCF/CASE Symposium	955.00
RQ13-02334	WILLIAM HEWITT	NCCCCF/CASE Symposium	1,335.00
RQ13-02336	DIANE OAKS	NCCCCF/CASE Symposium	1,335.00
RQ13-02337	SOUTHERN CALIFORNIA SOUND IMAGE	repair of amplifiers for McKinney Theatre	1,560.00
RQ13-02339	WILLIAM CROSBY	NCCCCF/CASE Symposium	955.00
RQ13-02340	ERNEST HACKMON	NCCCCF/CASE	1,335.00
RQ13-02342	MARVAC ELECTRONICS	Equipment Repair	242.44
RQ13-02347	SOCCERKRAZE	Men's soccer polos	339.12
RQ13-02348	SOCCERKRAZE	Emergency women's soccer jerseys	121.77
RQ13-02349	SOCCERKRAZE	Women's practice jerseys for soccer	633.20
RQ13-02350	SOCCERKRAZE	Emergency game socks for men's and women's soccer	811.80

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ESCAPE ONLINE

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Includes 09/05/2012 - 10/09/2012

Requisition Number	Vendor Name	Description	Requisition Total
RQ13-02358	DR. LINDA FONTANILLA	Reimbursement for Fingerprint	89.00
RQ13-02362	LISA DAVIS-ALLEN	WCET Annual Meeting in San Antonio: Davis-Allen	1,900.00
RQ13-02364	REPRO XPRESS	Printing of drawings & discs	104.58
RQ13-02367	A1 INTERNATIONAL TV, INC.	TV Equipment Repairs IVC	600.00
RQ13-02369	ORANGE CO. BUSINESS COUNCIL	Workforce Development Conference	285.00
RQ13-02372	DAVIT S. KHACHATRYAN	Conference for Davit Khachatryan	638.58
RQ13-02377	WELLS FARGO #1606	Domain Purchase - GoDaddy.com	41.51
RQ13-02385	KEVIN O'CONNOR	Reimbursement for staff breakroom microwave	140.84
RQ13-02391	JAVIER WILLIAMS	Foster Youth Liaison Training for Javier Williams	866.05
RQ13-02395	LAGUNA GRAPHIC ARTS, INC.	Business Cards for Ettie Graham	46.52
RQ13-02399	LARRY RADDEN	Reimb. for PSCFA Conference 9/7-9/12	541.31
RQ13-02401	KATHLEEN WERLE	Reimbursement for coffee maker and carafes	153.26
RQ13-02405	FARIDA GABDRAKHMANOVA	Reimbursement-Mustek Scanner	244.15
RQ13-02412	KIRILL GLIADKOVSKY	Reimb-Music books purchased	32.13
RQ13-02414	JAMES LAURIE	Conference for Jim Laurie	4,156.00
RQ13-02418	BLAKE STEPHENS	Reimbursal for Arch, classes items purchased	160.75
RQ13-02421	GOOD HANDS CLEANERS	Dry Cleaning Services-Student Outreach	180.00
RQ13-02423	WILL GLEN	Conference for Glen CESA	1,051.60
RQ13-02425	WELLS FARGO #1598	Postage for Embassy Billing-USPS	40.87
RQ13-02428	TONY LIPOLD	Conference Mileage Expense Reimbursement	84.36
RQ13-02430	TURF TIRE DISTRIBUTORS	Tires for EZ-Go Cart	188.13
RQ13-02431	DAVID YOUNG	Reimbursement-Uniform Repairs	34.00
RQ13-02433	TONY LIPOLD	Conference Expense Reimbursement	432.44
RQ13-02435	JERRY HANNULA	Mileage Expense Reimbursement	114.33
RQ13-02438	S & S COMMUNICATIONS	radio repair SC Campus Police	168.00
RQ13-02440	LUCAS OCHOA	Reimb. for PSCFA Conference 9/7-9/12	115.00
RQ13-02441	HEIDI M. OCHOA	Reimb. for PSCFA Conference 9/7-9/12	566.70
RQ13-02442	CADENCE A. WYNTER	2012 ACCCA Admin. 101 - Cadence Wynter	1,875.00
RQ13-02450	S & B FOODS CATERING DIVISION	TPP Advisory Committee Meeting	182.10
RQ13-02452	LOUIS SESSLER	Reimbursement-iPad repair	322.17
RQ13-02455	LAGUNA GRAPHIC ARTS, INC.	Business Cards	46.52
RQ13-02457	ROCKY CIFONE	Real Estate Conference	45.00
RQ13-02458	BARBARA COX	Real Estate Conference	45.00
RQ13-02459	BAKER & TAYLOR	Library Books per Jenny Langrell	1,490.50
RQ13-02461	BERTRAND'S MUSIC	Instrument repairs/IVC	376.39
RQ13-02462	RUTH HIGGINS	Federal Student Aid Conference	1,351.00
RQ13-02467	DENNIS STACHELSKI	Federal Student Aid Conference	1,351.00
RQ13-02477	LAGUNA WOODS VILLAGE POTTERS	Art Supplies for Fall 2012 Art Classes at LWV	4,170.00
RQ13-02480	KARIMA FELDTHUS	ConfReimburse-SWANA Workshop	90.00
RQ13-02481	JENNA MC CARTY	ConfReimburse-SWANA Workshop	95.00
RQ13-02484	S & S COMMUNICATIONS	Antennas	107.53
RQ13-02496	LARRY RADDEN	Watson-Lancer Invit. Tourn. 10/27-28/12	2,297.10
RQ13-02497	CLIFFORD MEYER C/O AUTO TECH	Reimbursement-Shop Items	188.69
RQ13-02504	WELLS FARGO #4198	Art Saw Repairs-Ace Tool Repair	133.88
RQ13-02505	GLENN ROQUEMORE	Travel for Glenn Roquemore-MJC Accred Follow-up	1,050.00
RQ13-02507	DONNA RANE-SZOSTAK	Laerdal Conference Reimbursement	841.48
RQ13-02511	CHRISTIAN ALVARADO	CASFAA Conference	666.24

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Includes 09/05/2012 - 10/09/2012

Requisition Number	Vendor Name	Description	Requisition Total
RQ13-02513	RICOH USA, INC.	Charge for Color Copies	870.25
RQ13-02515	WELLS FARGO #1606	Higher Ed. Digital Grants Guide-Foundation Center	43.05
RQ13-02517	JAVIER WILLIAMS	CASFAA Conference	1,210.56
RQ13-02520	ANDREA MC GINLEY	CASFAA Conference	592.24
RQ13-02521	WELLS FARGO #1606	Dance Towels	223.04
RQ13-02524	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	Beginning Balance Transfer to Fund 07	58,896.00
RQ13-02528	LAGUNA GRAPHIC ARTS, INC.	Cards for Bronson/McCord/O'tousa/Abrams	177.09
RQ13-02530	TONI LAKOW	Conference for Toni Lakow	1,221.01
RQ13-02532	FRANCES MILLER	Conference for Fran Miller	1,221.01
RQ13-02533	SOKHA SONG	Conference for Sokha Song	1,002.14
RQ13-02534	ANN BUCKLEY	Conference Registration for Ann Buckley	1,221.01
RQ13-02535	ANITA MC DONALD	Conference Registration for Anita McDonald	1,221.01
RQ13-02536	WELLS FARGO #4198	Flagpoles, Etc-Crank Key	100.00
RQ13-02537	JENNIFER FOROUZESH	Reimbursement for AED Batteries Purchase	22.28
RQ13-02540	MARKERTEK VIDEO SUPPLY 1 TOWER DRIVE	Abate past due charge for shipping charges	7.27
RQ13-02543	WELLS FARGO #4198	Repair Parts for Kino-Barndoor Lighting Outfitters	81.96
RQ13-02549	JUDI POHL	UC Conference Reimbursement	40.00
RQ13-02556	BARBARA A. BENAVIDES	UC Conference Reimbursement for Barbara Benavides	40.00
RQ13-02559	S & B FOODS	Refreshments for Region Mtg	73.49
RQ13-02561	TOTALLY CHOCOLATE	Shipping Charges	11.14
RQ13-02562	MILLENNIUM BUSINESS SERVICES Marty Cohn	Service Pin Folders	130.38
RQ13-02572	SHARON NUSSEMBaum	Reimb. for UC Conf. on 9/19	40.00
RQ13-02573	MARYAM AZARY	Reimb. for UC Conf. on 9/19	40.00
RQ13-02575	MICHAEL LONG	Reimb. for UC Conf. on 9/19	40.00
RQ13-02576	STEVE HANDA	Reimb. for UC Conf. on 9/19	40.00
RQ13-02578	PENNY SKAFF	Reimb. for UC Conf. on 9/19	40.00
RQ13-02581	CAROLINE DURDELLA	PrepaidExpCDurellaConf	150.00
RQ13-02591	CAROLINE DURDELLA	PrePaidCDurdellaConf	315.00
RQ13-02593	LIDS TEAM SPORTS	Athletic Team Supplies from 2010/2011	605.89
RQ13-02599	LAGUNA GRAPHIC ARTS, INC.	Tere Fluegeman Business Cards	42.02
RQ13-02606	DR. CRAIG JUSTICE	CCCCIO meeting 9/18-19/2012	727.99
RQ13-02616	GLENN ROQUEMORE	Travel Reimb-Sea Aircraft Carrier Experience	350.00
RQ13-02622	KATE ALDER	CCCAOE conference attendance	525.00
RQ13-02633	MARK BORDELON	Reimbursement for field trip expenses - Geology	204.05
RQ13-02639	DAVID BUGAY	Conference for David Bugay	1,452.01
RQ13-02641	REFRIGERATION UNLIMITED, INC	Equipment Repair - Ice Machine	158.32
RQ13-02645	LIANNA ZHAO	CCCAOE Conference - Lianna Zhao	981.47
RQ13-02647	WELLS FARGO #3317	amazon.com	33.65
RQ13-02648	WELLS FARGO #1598	Batteries Needed for Auto Scrubber	258.60
RQ13-02649	WELLS FARGO #4198	Dividers for Kognito Vets Binders	51.66
RQ13-02650	WELLS FARGO #3317 (DISTRICT)	DRI*VMware	49.99
RQ13-02657	RAJANPAL DHILLON	Reimbursement-Shop Related Items	10.19
RQ13-02668	JIM WRIGHT	Conference for Jim Wright	1,200.00
RQ13-02686	BARBARA CAREY	Reimbursement-Professional Development	115.72

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Includes 09/05/2012 - 10/09/2012

Requisition Number	Vendor Name	Description	Requisition Total
RQ13-02687	EDWARD TACKETT	NCATC Fall Conference	1,927.06
RQ13-02690	WELLS FARGO #4198	The Container Store-Student Supplies FASH 148	353.08
RQ13-02699	JOANNE DE MARCHI	Reimbursement-Nutrition DVDs	26.37
RQ13-02704	BAKER & TAYLOR	Library Books per Jenny Langrell	264.10
RQ13-02708	S & B FOODS	Refreshments/Catering for District Meetings	272.18
RQ13-02711	BEN DOLAN	NEW Conference 2012	1,300.41
RQ13-02717	WELLS FARGO #3317	Amazon.com-Books for Dist IT	37.41
RQ13-02718	WELLS FARGO #3317 (DISTRICT)	Software upgrade/new program-Apple.com	99.98
RQ13-02722	ROSANN RIOS	CSU Conference Reimbursement for Rosann Rios	95.00
RQ13-02727	KIMBERLY STANKOVICH	Conference Reimbursement - Coaches Conference	96.13
RQ13-02730	JENNIFER HEDGECK	ConfReimb-Interdisciplinary Conference on Madness	1,000.00
RQ13-02744	FHEG - SADDLEBACK BOOKSTORE	Purchase instructional textbook	84.85
RQ13-02749	WELLS FARGO #1598	To Repair Door in PE 200-Clark Security	1,100.00
RQ13-02754	WELLS FARGO #1598	To purchase fresh produce for Botany class	20.00
RQ13-02760	BEN DOLAN	ATE-PI Conference 2012	1,514.86
RQ13-02761	EDWARD TACKETT	ATE-PI Conference 2012	1,676.70
RQ13-02763	KAREN KELLEY	Reimbursement: Goldfish for Bio 3A	6.47
RQ13-02772	INTERNAL REVENUE SERVICE	Balance due to IRS	850.00
RQ13-02777	RICOH USA, INC.	Ricoh maintenance agreement adjustment	74.12
RQ13-02788	BLAKE STEPHENS	Reimburse-Architecture Class DVDs	81.40
RQ13-02794	CASBO CASBO PROFESSIONAL DEVELOPMENT	1099 Reporting Concepts Workshop	757.00
RQ13-02801	SO. ORANGE CO. COMM. COL.DIST	Return to Title IV Funds	7,703.00
RQ13-02827	DR. ROBERT BRAMUCCI	Remiburse cost of Apple Mini-DP to VGA Adapter	31.25
RQ13-02831	MARY ROMINGER	Reimbursement for padlocks & key fobs for Lockers	72.73
RQ13-02837	ANTHONY RODGERS OPERATIONS SUPERVISOR	Reimbursement- Supplies - SC Lib & Custodial	109.99
		Total	202
			172,489.08

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Fund Summary			
Fund	Description	Requisition Count	Amount
01	General Fund	196	168,888.90
12	Child Development Fund	1	129.00
40	Capital Outlay Fund	5	3,471.18
Total		202	<u>172,489.08</u>

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

BACKGROUND

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

STATUS

Checks No. 162127 through 163377 processed through the Orange County Department of Education, totaling \$9,798,715.88; and Checks No. 010511 through 010530, processed through Saddleback College Community Education, totaling \$28,495.00; and Checks No. 009036 through 009046, processed through Irvine Valley College Community Education, totaling \$65,835.48 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 09/05/2012 through 10/09/2012

Check Number	Check Date	Pay to the Order of	Check Amount
162127	09/05/2012	AT & T MOBILITY	12.44
162128	09/05/2012	AT & T	54.97
162129	09/05/2012	AT & T	348.55
162130	09/05/2012	AT & T	58.78
162131	09/05/2012	AT & T	58.78
162132	09/05/2012	AT & T	58.78
162133	09/05/2012	AT&T	547.95
162134	09/05/2012	AT&T	365.29
162135	09/05/2012	AT&T	1,608.81
162136	09/05/2012	AT&T	11.89
162137	09/05/2012	SOUTHERN CALIFORNIA EDISON CO.	65,258.85
162138	09/05/2012	SOUTHERN CALIFORNIA EDISON CO.	3,630.05
162139	09/05/2012	SOUTHERN CALIFORNIA EDISON CO.	234.62
162140	09/05/2012	A1 INTERNATIONAL TV, INC.	600.00
162141	09/05/2012	AAA ACCESS SMOG	50.00
162142	09/05/2012	AARDVARK CLAY AND SUPPLIES	2,212.32
162143	09/05/2012	ACADEMIC SENATE FOR CA COMMUNITY COLLEGES	2,251.65
162144	09/05/2012	AIRGAS WEST	328.13
162145	09/05/2012	ALL THE KING'S FLAGS	399.29
162146	09/05/2012	ALLIED ELECTRONICS INC. ACCTS. RECEIVABLE DEPT.	331.65
162147	09/05/2012	AMER. RED CROSS	432.00
162148	09/05/2012	AUCA LOS ANGELES	77.99
162149	09/05/2012	ATHENA COLLEGE OF BEAUTY	16,190.13
162150	09/05/2012	BESAFE TECHNOLOGIES, INC.	738.15
162151	09/05/2012	BJB ENTERPRISES, INC.	194.27
162152	09/05/2012	BLACKBOARD CONNECT, INC.	70,500.00
162153	09/05/2012	BLICK ART MATERIALS	541.27
162154	09/05/2012	BUDDY'S ALL STARS	884.66
162155	09/05/2012	BUTLER CHEMICALS, INC.	474.22
162156	09/05/2012	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES	95,777.50
162157	09/05/2012	FOUNDATION FOR CCC ATTN: STEVE TUCK, PURCHASING	176,027.00
162158	09/05/2012	COX COMMUNICATIONS	4,105.24
162159	09/05/2012	MARY T. JONES	150.00
162160	09/05/2012	MISSION VIEJO COUNTRY CLUB	325.00
162161	09/05/2012	ALLSTEEL, INC.	31,006.19
162162	09/05/2012	ZACK M. ALBETTA	450.00
162163	09/05/2012	CCCAOE RICH MABERY, EXECUTIVE SEC.	395.00
162164	09/05/2012	CCCEOPSA BAKERSFIELD COLLEGE	350.00
162165	09/05/2012	COADN-SOUTH DR. DIANE MOREY, TREASURER	275.00
162166	09/05/2012	COADN-SOUTH DR. DIANE MOREY, TREASURER	275.00
162167	09/05/2012	COADN-SOUTH DR. DIANE MOREY, TREASURER	275.00
162168	09/05/2012	COMMUNITY COLLEGE LEAGUE OF CA	550.00
162169	09/05/2012	HILTON PALM SPRINGS	396.23 *

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

ESCAPE ONLINE

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Checks Dated 09/05/2012 through 10/09/2012

Check Number	Check Date	Pay to the Order of	Check Amount
Cancelled on 09/10/2012. Cancel Register # AP09102012B			
162170	09/05/2012	HOTEL ZOSO	358.38
162171	09/05/2012	CHRISTOPHER LUEBECK	450.00
162172	09/05/2012	PAPA	80.00
162173	09/05/2012	RADISSON HOTEL	282.24
162174	09/05/2012	RENAISSANCE LONG BEACH HOTEL	354.40
162175	09/05/2012	THE RP GROUP	75.00
162176	09/05/2012	GARRETT W. SIMON	450.00
162177	09/05/2012	JANE SYFTESTAD	450.00
162178	09/05/2012	TRAINING FOR SAFETY, INC	109.00
162179	09/05/2012	EVA HODJERA	76.16
162180	09/05/2012	GARY MAEHARA	491.45
162181	09/05/2012	CUESTA TRACK & CROSS COUNTRY TRUST	100.00
162182	09/05/2012	SAMUEL FRENCH	237.00
162183	09/05/2012	MARRIOTT	720.16
162184	09/05/2012	MT. SAC CROSS COUNTRY INVITATIONAL	100.00
162185	09/05/2012	ORANGE COAST COLLEGE CROSS COUNTRY	370.00
162186	09/05/2012	SANTA ANA COLLEGE	150.00
162187	09/05/2012	CITY OF TUSTIN ATTN: CITY MANAGER'S OFFICE	550.00
162188	09/05/2012	PACIFIC CLIPPINGS	59.00
162189	09/05/2012	PAYAM-E-ASHENA	250.00
162190	09/05/2012	LA NELL PEEBLES	42.10
162191	09/05/2012	PENN CORPORATE RELOCATION SERVICES, INC.	5,469.13
162192	09/05/2012	J.W. PEPPER & SON, INC.	657.43
162193	09/05/2012	PHOENIX GROUP	519.52
162194	09/05/2012	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	791.00
162195	09/05/2012	PITNEY BOWES PRESORT SERVICES	2,152.30
162196	09/05/2012	POCKET NURSE ENTERPRISES, INC.	69.50
		Unpaid Sales Tax	5.36
		Expensed Amount	74.86
162197	09/05/2012	QUALITY OFFICE FURNISHINGS	3,601.01
162198	09/05/2012	QUEZADA PRO LANDSCAPE, INC.	1,540.00
162199	09/05/2012	RITE INC. dba THE PERFECT FIELD	74.35
162200	09/05/2012	SCHLAIFER'S ENAMELING SUPPLIES INC.	313.50
		Unpaid Sales Tax	22.81
		Expensed Amount	336.31
162201	09/05/2012	SCHOOL SPECIALTY	603.77
162202	09/05/2012	SIMPLICITY PATTERN CO., INC.	12.45
162203	09/05/2012	SMART & FINAL IRIS CO.	41.56
162204	09/05/2012	SMART LEVELS MEDIA	6,231.18
162205	09/05/2012	THOMAS L. SMITH	502.65
162206	09/05/2012	SO. COAST FIRE PROTECTION	249.81
162207	09/05/2012	STUDICA, INC.	18,758.50
162208	09/05/2012	TOWN & COUNTRY GLASS	615.00
162209	09/05/2012	UNITED SITE SERVICES OF CALIFORNIA, INC.	354.46
162210	09/05/2012	VISTA PAINT CORPORATE OFFICE	77.82
162211	09/05/2012	VOICETHREAD	799.00
162212	09/05/2012	WARD'S NATURAL SCIENCE	132.18
162213	09/05/2012	WARE DISPOSAL CO., INC.	405.00

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Checks Dated 09/05/2012 through 10/09/2012

Check Number	Check Date	Pay to the Order of	Check Amount
162214	09/05/2012	WATER TECH AG SUPPLY	286.38
162215	09/05/2012	WATERLINE TECHNOLOGIES POOL SUPPLY OF ORANGE COUNTY	254.12
162216	09/05/2012	W A X I E	458.84
162217	09/05/2012	WEST PAYMENT CENTER	692.20
162218	09/05/2012	DOUGLAS WESTLAKE	852.50
162219	09/05/2012	JIM WRIGHT	53.99
162220	09/05/2012	XPEDX	314.86
162221	09/05/2012	SMART & FINAL IRIS CO.	742.16
162222	09/05/2012	SO. ORANGE CO. COMM. COL. DISTWORKERS COMPENSATION	2,852.72
162223	09/05/2012	RPM CONSULTANT GROUP	3,330.50
162224	09/06/2012	TECHNOLINK ASSOCIATION ACCOUNTS PAYABLE OFFICE	190.00
162225	09/06/2012	CATALYST CONSULTING	8,235.00
162226	09/06/2012	COMPUTROLS, INC.	550,301.56
162227	09/06/2012	i3 SOLUTIONS	3,600.00
162228	09/06/2012	MC CARTHY BUILDING COMPANIES	43,000.00
162229	09/06/2012	SCHOOLDUDE.COM	21,047.56
162230	09/06/2012	XELLERATION	2,610.00
162231	09/07/2012	DON BUTCHER	704.00
162232	09/07/2012	OFFICEMAX CONTRACT INC.	3,621.67
162233	09/07/2012	OFFICEMAX CONTRACT INC.	4,767.21
162234	09/07/2012	PALOMAR COLLEGE CROSS COUNTRY	150.00
162235	09/07/2012	SAN CLEMENTE MUNICIPAL GOLF COURSE	152.00
162236	09/07/2012	3D SYSTEMS, INC.	1,807.37
162237	09/07/2012	DEPARTMENT OF GENERAL SERVICES	11,408.00
162238	09/07/2012	DR. NANCY CARRITTE INDUSTRIAL PSYCHOLOGIST	4,700.00
162239	09/07/2012	CCLC/CCCAA Attn: Rima Trotter	29.44
162240	09/07/2012	CCCCSSAA C/O BRUCE PATT	300.00
162241	09/07/2012	CCCCSSAA C/O BRUCE PATT	300.00
162242	09/07/2012	CCCLGCA ATTN: DAVE NEER	150.00
162243	09/07/2012	CCCMB	300.00
162244	09/07/2012	CCCSA C/O RODNEY RAGSDALE	75.00
162245	09/07/2012	CHEF WORKS, INC.	263.79
162246	09/07/2012	CHEVRON AND TEXACO BUSINESS CARD SERVICES	297.11
162247	09/07/2012	COASTLINE ROP	1,595.47
162248	09/07/2012	COMPREHENSIVE CONTROL SYSTEMS	1,824.00
162249	09/07/2012	COMPUTERLAND	6,779.71
162250	09/07/2012	CREATION ENGINE, INC.	540.00
162251	09/07/2012	CRI ELECTRIC, INC.	2,544.00
162252	09/07/2012	CULLIGAN WATER CONDITIONING	109.20
162253	09/07/2012	DANA POINT FUEL DOCK	19.40
162254	09/07/2012	DANA POINT YACHT MAINTENANCE	63.80
162255	09/07/2012	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE, CASHIERING	32.00
162256	09/07/2012	DirecTV	102.99
162257	09/07/2012	DISCOUNT SCHOOL SUPPLY	79.31
162258	09/07/2012	DISCOVERY SCIENCE CENTER	120.00

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Check Number	Check Date	Pay to the Order of	Check Amount
162259	09/07/2012	DISPENSING SOLUTIONS, INC.	28.88
162260	09/07/2012	DRAMATISTS PLAY SERVICE, INC.	525.00
162261	09/07/2012	DAIRY DEPOT	153.47
162262	09/10/2012	PACIFIC COACHWAYS	1,306.88
162263	09/10/2012	NANCY PADBERG	53.99
162264	09/10/2012	QUEST DIAGNOSTICS	186.30
162265	09/10/2012	RSCCD ATTN: PETER HARDASH BUSINESS OPERATIONS	1,087.13
162266	09/10/2012	RGP PLANNING & DEVELOPMENT SERVICES	2,417.25
162267	09/10/2012	SIEMENS INDUSTRY INC.	60.00
162268	09/10/2012	SOUTHERN COUNTIES OIL DBA/SC FUELS	782.80
162269	09/10/2012	SO. ORANGE CO. COMM. COL.DIST	1,481.00
162270	09/10/2012	TOMARK SPORTS, INC.	2,195.00
162271	09/10/2012	TOTAL TECHNOLOGIES, LTD	2,800.37
162272	09/10/2012	TUSTIN LOCK & SAFE	29.96
162273	09/10/2012	USA SCIENTIFIC ACCOUNTS RECEIVABLES	177.32
162274	09/10/2012	MICHAEL E. WILSON	12,172.00
162275	09/10/2012	WELLS FARGO #2078	2,648.03
162276	09/10/2012	WELLS FARGO #2078	1,643.66
162277	09/10/2012	XEROX CORPORATION	437.90
162278	09/10/2012	XEROX CORPORATION	21,488.18
162279	09/10/2012	AMERICAN EXPRESS TRAVEL RELATED SERVICES CO INC	178.60
162280	09/10/2012	CCCEOPSA BAKERSFIELD COLLEGE	350.00
162281	09/10/2012	CCCEOPSA BAKERSFIELD COLLEGE	350.00
162282	09/10/2012	COMM. COLL. INTERNAL AUDITORS c/o RANCHO SANTIAGO CCD	85.00
162283	09/10/2012	COMM. COLL. INTERNAL AUDITORS c/o RANCHO SANTIAGO CCD	85.00
162284	09/10/2012	KCACTF, EDUCATION OFFICE KENNEDY CENTER	675.00
162285	09/10/2012	ORANGE COUNTY BUSINESS COUNCIL	950.00
162286	09/10/2012	PAPA PESTICIDE APPLICATORS ASSOC.	80.00
162287	09/10/2012	RADISSON HOTEL	285.60
162288	09/10/2012	RADISSON HOTEL	285.60
162289	09/10/2012	THE RP GROUP	375.00
162290	09/10/2012	ARAMARK SERVICES, INC. C/O CSUF GASTRONOME	930.96
162291	09/10/2012	CDW GOVERNMENT, INC.	168.27
162292	09/10/2012	EBERHARD EQUIPMENT	67.66
162293	09/10/2012	ECONOMIC ALTERNATIVES, INC.	4,811.79
162294	09/10/2012	EDWARDS, ARNETTE	180.00
162295	09/10/2012	EDWARD EIEN	625.00
162296	09/10/2012	DONALD EISENTRAUT	490.00
162297	09/10/2012	RON ELLISON	635.38 *
Cancelled on 09/11/2012, Cancel Register # AP09122012			
162298	09/10/2012	ENDZONE VIDEO SYSTEMS	265.00
Unpaid Sales Tax			19.38
Expensed Amount			284.38
162299	09/10/2012	ENTERPRISE RENT-A-CAR	541.53
162300	09/10/2012	EUREKA CAREER INFO. SYSTEMS	1,503.11
162301	09/10/2012	EXCELSIOR ELEVATOR CORPORATION	2,112.50

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Checks Dated 09/05/2012 through 10/09/2012

Check Number	Check Date	Pay to the Order of	Check Amount
162302	09/10/2012	EXPERIAN	77.00
162303	09/10/2012	FACILITIES PLANNING & PROGRAM SERVICES, INC	3,420.00
162304	09/10/2012	FEDERAL EXPRESS	288.08
162305	09/10/2012	FISHER SCIENTIFIC	4,932.87
162306	09/10/2012	FORESTRY SUPPLIERS, INC.	107.09
		Unpaid Sales Tax	7.30
		Expensed Amount	114.39
162307	09/10/2012	FOSTER CARE AUXILIARY OF OC	120.00
162308	09/10/2012	TINA FREELAND, PhD	514.66
162309	09/10/2012	FREEWAY AUTO SUPPLY	215.40
162310	09/10/2012	FRY'S ELECTRONICS	271.42
162311	09/10/2012	CDW GOVERNMENT, INC.	83.80
162312	09/11/2012	KHRISTINA AVALOS	14.99
162313	09/11/2012	JOYCE BARTLOMAIN	42.26
162314	09/11/2012	CAROLINE DURDELLA	137.31
162315	09/11/2012	ESTER GRAHAM	13.64
162316	09/11/2012	PATTY HELTON	14.99
162317	09/11/2012	MICHAEL JAMES	114.86
162318	09/11/2012	BILL JAY	8.65
162319	09/11/2012	TONI LAKOW	14.99
162320	09/11/2012	DAVID B. LANG	16.63
162321	09/11/2012	NICOLE LOFTUS	105.87
162322	09/11/2012	TEDDI LORCH	85.57
162323	09/11/2012	LORI MANGELS	119.88
162324	09/11/2012	ANITA MC DONALD	14.99
162325	09/11/2012	FRANK M. MELDAU	7.96
162326	09/11/2012	MARCIA MILCHIKER	47.55
162327	09/11/2012	ANNA MINNIECE	61.05
162328	09/11/2012	MICHAEL O'MEARA	14.99
162329	09/11/2012	NANCY PADBERG	41.45
162330	09/11/2012	HEATHER PARK	30.70
162331	09/11/2012	LA NELL PEEBLES	14.99
162332	09/11/2012	THOMAS JOHN PRENDERGAST	43.35
162333	09/11/2012	ANTHONY RODGERS OPERATIONS SUPERVISORS	114.86
162334	09/11/2012	LOUIS SESSLER	127.61
162335	09/11/2012	SOKHA SONG	111.28
162336	09/11/2012	JIM WRIGHT	145.28
162337	09/11/2012	RUBY HAZZARD	32.41
162338	09/11/2012	EARL PAGAL	15.54
162339	09/11/2012	LILIANN PEREZ-STROUD	240.00
162340	09/11/2012	PLANT DEPOT	246.96
162341	09/11/2012	JAMES L. RYNNING	500.00
162342	09/11/2012	S & B FOODS CATERING DIVISION	926.92
162343	09/11/2012	S & B FOODS CATERING DIVISION	103.33
162344	09/11/2012	S & B FOODS CATERING DIVISION	782.86
162345	09/11/2012	SCIAC CSU SAN MARCOS	75.00
162346	09/11/2012	SHRED-IT USA-SAN DIEGO	244.00
162347	09/11/2012	SIGNATURE CELEBRATIONS	310.32

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Checks Dated 09/05/2012 through 10/09/2012

Check Number	Check Date	Pay to the Order of	Check Amount
162348	09/11/2012	SUBWAY SANDWICHES & SALADS STORE # 2091	290.25
162349	09/11/2012	U.S. GREEN BUILDING COUNCIL	750.00
162350	09/11/2012	UNISAN PRODUCTS	216.45
162351	09/11/2012	UNIVERSAL SPECIALTIES, INC.	783.32
162352	09/11/2012	WARD'S NATURAL SCIENCE	13.10
162353	09/11/2012	W A X I E	1,303.56
162354	09/11/2012	KATHLEEN WERLE	38.82
162355	09/11/2012	YALE CHASE MATERIALS HANDLING	239.75
162356	09/11/2012	LYNN YOUNG	180.00
162357	09/11/2012	ROCKVIEW FARMS	253.08
162358	09/11/2012	SMART & FINAL IRIS CO.	26.03
162359	09/12/2012	A-1 FENCE COMPANY	4,761.00
162360	09/12/2012	AAA ACCESS SMOG	50.00
162361	09/12/2012	ACADEMIC SENATE FOR CA COMMUNITY COLLEGES	4,349.45
162362	09/12/2012	AHIMA	3,750.00
162363	09/12/2012	AMTECH ELEVATOR SERVICES	52.11
162364	09/12/2012	ARBOR SCIENTIFIC	685.74
		Unpaid Sales Tax	51.73
		Expensed Amount	737.47
162365	09/12/2012	ARROWHEAD DRINKING WATER	40.93
162366	09/12/2012	ASICS AMERICA CORPORATION	1,293.00
162367	09/12/2012	B & P SERVICES, INC.	820.00
162368	09/12/2012	BACKSPIN, INC	40.05
162369	09/12/2012	BAVCO	436.00
162370	09/12/2012	BIO-RAD LABORATORIES, INC. LIFE SCIENCE GROUP	932.60
162371	09/12/2012	BLICK ART MATERIALS	739.82
162372	09/12/2012	NANCY BRACKEN	500.00
162373	09/12/2012	BRAVO SIGN & DESIGN	3,473.62
162374	09/12/2012	BUDDY'S ALL STARS	28.02
162375	09/12/2012	CCCSCA C/O RODNEY RAGSDALE	75.00
162376	09/12/2012	RON ELLISON	500.00
162377	09/12/2012	ENTERPRISE RENT-A-CAR	135.38
162378	09/12/2012	SANTIAGO CANYON COLLEGE CROSS COUNTRY	160.00
162379	09/12/2012	VENTURA COLLEGE MEN'S BASKETBALL	450.00
162380	09/12/2012	ALBERTSONS PURCHASE ADVANTAGE CARD	82.41
162381	09/12/2012	G & K SERVICES	163.66 *
Cancelled on 09/18/2012, Cancel Register # AP09192012			
162382	09/12/2012	GAYLORD BROTHERS, INC.	155.57
		Unpaid Sales Tax	11.08
		Expensed Amount	166.65
162383	09/12/2012	DAVE SMITH ENTERPRISE dba HOSPITAL ASSOCIATES	588.75
162384	09/12/2012	GOPHER NW5634	42.55
		Unpaid Sales Tax	2.91
		Expensed Amount	45.46
162385	09/12/2012	GORM, INC.	80.00
162386	09/12/2012	GOVCONNECTION	830.52
162387	09/12/2012	GRACE TRAINING SUPPLY	18,548.70

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Checks Dated 09/05/2012 through 10/09/2012

Check Number	Check Date	Pay to the Order of	Check Amount
		Unpaid Sales Tax	1,354.70
		Expensed Amount	19,903.40
162388	09/12/2012	W. W. GRAINGER	724.60
162389	09/12/2012	KELLY GRIMES	360.00
162390	09/12/2012	MARLYS GRODT & ASSOCIATES	4,200.00
162391	09/12/2012	HAAKER EQUIPMENT COMPANY	58.49
162392	09/12/2012	HAIR CALIFORNIA BEAUTY ACADEMY	7,435.75
162393	09/12/2012	HAITBRINK ASPHALT PAVING, INC.	4,500.00
162394	09/12/2012	HALO	504.88
162395	09/12/2012	HARDY DIAGNOSTICS ACCOUNTS RECEIVABLE	415.37
162396	09/12/2012	F & E HEDMAN	465.00
162397	09/12/2012	HERCULES PORTABLE POWER, INC.	1,466.00
162398	09/12/2012	HIGHER ONE INC.	184.80
162399	09/12/2012	HILLYARD FLOOR CARE SUPPLY HILLYARD/LOS ANGELES	757.19
162400	09/12/2012	HILTI	4,886.17
162401	09/12/2012	HITT MARKING DEVICES, INC.	72.55
162402	09/12/2012	MICHAEL HOGGATT	180.00
162403	09/12/2012	CHRIS HOGSTEDT	16.00
162404	09/12/2012	HORIZON	317.06
162405	09/12/2012	MARIA E. HUTCHINSON CERVANTES	480.00
162406	09/12/2012	IACLEA	225.00
162407	09/12/2012	IBM CORPORATION	2,047.00
162408	09/12/2012	INDUSTRIAL METAL SUPPLY CO.	47.17
162409	09/12/2012	INGARDIA BROTHERS PRODUCE, INC.	1,413.66
162410	09/12/2012	IRONWOOD PLUMBING, INC.	398.00
162411	09/12/2012	JACKSTIN JACKSON KELLY	18,950.00
162412	09/12/2012	MICHAEL JAMES	181.59
162413	09/12/2012	JOHNSON FLOORING, INC.	4,900.00
162414	09/12/2012	JOHNSTONE SUPPLY	481.18
162415	09/12/2012	PIPS C/O KEENAN & ASSOCIATES	154,247.83
162416	09/12/2012	KELE INC.	343.56
		Unpaid Sales Tax	26.63
		Expensed Amount	370.19
162417	09/12/2012	ROBIN MELISSA KLIMOWICZ SADDLEBACK COLLEGE	32.16
162418	09/12/2012	LAGUNA GRAPHIC ARTS, INC.	258.60
162419	09/12/2012	LAMINATION DEPOT, INC.	71.73
162420	09/12/2012	LASER SOURCE	206.88
162421	09/12/2012	LAURA'S INT PLANTSCAPE SERV	400.00
162422	09/12/2012	LAWNMOWERS ETC., LLC	167.52
162423	09/12/2012	LEARNING SEED	573.30
		Unpaid Sales Tax	42.32
		Expensed Amount	615.62
162424	09/12/2012	LESLIE'S POOLMART, INC.	14.00
162425	09/12/2012	DIANE LEWIS	241.66
162426	09/12/2012	LINCOLN EQUIPMENT, INC.	5,844.89
162427	09/12/2012	MIROSLAVA MANCHIK	68.67
162428	09/12/2012	MAQUINSAL SEWING MACHINE CO.	1,000.00
162429	09/12/2012	MC KESSON MEDICAL SURGICAL	350.14

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Checks Dated 09/05/2012 through 10/09/2012

Check Number	Check Date	Pay to the Order of	Check Amount
162430	09/12/2012	McMASTER CARR SUPPLY CO.	889.73
162431	09/12/2012	BRUCE RADLOFF MEDICAL DISCOUNT	5,010.69
162432	09/12/2012	MILLENNIUM BUSINESS SERVICES Marty Cohn	5,038.40
162433	09/12/2012	SALLIE MILLER	225.00
162434	09/12/2012	SOPHIE MILLER	110.18
162435	09/12/2012	MOORE MEDICAL, LLC	15.64
162436	09/12/2012	MOULTON-NIGUEL WATER DIST.	12,391.07
162437	09/12/2012	MULTI-LITE USA, INC.	618.05
162438	09/12/2012	NAFSA MEMBERSHIP DEPT.	400.00
162439	09/12/2012	NANCY'S NOTIONS	631.12
		Unpaid Sales Tax	44.41
		Expensed Amount	675.53
162440	09/12/2012	NATIONAL COLLEGIATE HONORS COUNCIL (NCHC)	500.00
162441	09/12/2012	NAT'L SOCCER COACHES ASSOC. OF AMERICA	390.00
162442	09/12/2012	NEXGEN	331.16
162443	09/12/2012	NORMS REFRIGERATION	801.54
162444	09/12/2012	NORTHERN SAFETY COMPANY	1,007.19
		Unpaid Sales Tax	78.06
		Expensed Amount	1,085.25
162445	09/12/2012	BLUETARP FINANCIAL NORTHERN TOOL & EQUIPMENT CO.	829.97
		Unpaid Sales Tax	59.74
		Expensed Amount	889.71
162446	09/12/2012	OC Treasurer-Tax Collector	8,526.00
162447	09/12/2012	ORKIN PEST CONTROL 711	2,159.00
162448	09/12/2012	KATE REALISTA C/O PERFORMING ARTS	57.00
162449	09/12/2012	PACIFIC CLIPPINGS	59.00
162450	09/12/2012	PACIFIC PARKING SYSTEMS, INC.	209.82
162451	09/12/2012	BOB PARRETT CONSTRUCTION	7,053.00
162452	09/12/2012	PENN CORPORATE RELOCATION SERVICES, INC.	126.00
162453	09/12/2012	PEOPLE ADMIN, INC.	20,190.00
162454	09/12/2012	PHOENIX BUSINESS MACHINES, INC	1,990.00
162455	09/12/2012	PIONEER CHEMICAL CO.	148.96
162456	09/12/2012	POLISHED IMAGE	107.75
162457	09/12/2012	THOMAS JOHN PRENDERGAST	64.99
162458	09/12/2012	PURETEC	261.85
162459	09/12/2012	PYRAMID SCHOOL PRODUCTS	317.41
		Unpaid Sales Tax	24.60
		Expensed Amount	342.01
162460	09/12/2012	REAL VOLLEYBALL	287.42
162461	09/12/2012	REMET ALCOHOLS, INC.	226.06
162462	09/12/2012	JAMES REPKA	134.63
162463	09/12/2012	RICOH AMERICAS CORP	87.39
162464	09/12/2012	RICOH AMERICAS CORPORATION	65.56
162465	09/12/2012	RITE INC. dba THE PERFECT FIELD	2,050.00
		Unpaid Sales Tax	158.88
		Expensed Amount	2,208.88
162466	09/12/2012	SAFEWAY, INC.	538.45
162467	09/12/2012	JOE SAN JUAN	92.00
162468	09/12/2012	SARGENT WELCH	602.85

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Check Number	Check Date	Pay to the Order of	Check Amount
162469	09/12/2012	SCIAC CSU SAN MARCOS	75.00
162470	09/12/2012	SEHI PROCOMP COMPUTER PRODUCTS	1,508.46
162471	09/12/2012	SIEMENS INDUSTRY INC.	230.36
162472	09/12/2012	SIGMA ALDRICH CHEMICAL CO.	132.76
162473	09/12/2012	DANIEL SMITH, INC.	271.95
		Unpaid Sales Tax	21.07
		Expensed Amount	293.02
162474	09/12/2012	STUDENT INSURANCE COMPANY	223,140.00
162475	09/12/2012	ARLENE THOMAS	50.63
162476	09/12/2012	TROXELL COMMUNICATIONS, INC.	188.57
162477	09/12/2012	TUSTIN PUBLIC SCHOOLS FOUNDATION	2,500.00 *
Cancelled on 09/24/2012, Cancel Register # AP09242012			
162478	09/12/2012	TUTTLE-CLICK FORD	81.39
162479	09/12/2012	U.S. DATA TRUST CORPORATION	6,000.00
162480	09/12/2012	VENTEK INTERNATIONAL	180.00
162481	09/12/2012	VISTA PAINT CORPORATE OFFICE	132.95
162482	09/12/2012	WATER TECH AG SUPPLY	5,947.80
162483	09/12/2012	W A X I E	1,179.74
162484	09/13/2012	STARPATH SCHOOL OF NAVIGATION	715.50
162485	09/13/2012	AT & T MOBILITY	57.80
162486	09/13/2012	AT & T	221.28
162487	09/13/2012	AT & T	70.77
162488	09/13/2012	AT & T	27.21
162489	09/13/2012	AT & T	35.72
162490	09/13/2012	SAN DIEGO GAS & ELECTRIC	109,486.27
162491	09/13/2012	SAN DIEGO GAS & ELECTRIC	1,230.94
162492	09/13/2012	BLACKBOARD INC.	397,931.00
162493	09/13/2012	CALIFORNIA AUTO BODY SHOP SUPPLIES	136.94
162494	09/13/2012	CAPT BUSINESS OFFICE	378.00
162495	09/13/2012	CAROLINA BIOLOGICAL SUPPLY	2,183.60
162496	09/13/2012	LUCINDA CARVER	2,000.00
162497	09/13/2012	COMMUNITY COLLEGE LEAGUE OF CA	1,503.00
162498	09/13/2012	CCUPCA (CALIFORNIA COLLEGE & UNIV POLICE CHIEFS ASSOC)	100.00
162499	09/13/2012	CDW GOVERNMENT, INC.	200.16
162500	09/13/2012	CHAMPION CHEMICAL CO.	8,574.48
162501	09/13/2012	CHEFS' TOYS	266.16
162502	09/13/2012	CLARK SECURITY PRODUCTS INC.	991.57
162503	09/13/2012	CLEAN SOURCE	2,286.09
162504	09/13/2012	MIKE COLLINS	218.04
162505	09/13/2012	COMPENDIUM LIBRARY SERVICES	1,195.00
162506	09/13/2012	SYLVIA CORDOVA	120.00
162507	09/13/2012	CR&R	10,559.64
162508	09/13/2012	CARIE CRUZ	70.00
162509	09/13/2012	CSS/RANCHO JANITORIAL SUPPLIES	54.52
162510	09/13/2012	RICHARD DAHLIN	168.00
162511	09/13/2012	SPARKLETTS	1,033.87
162512	09/13/2012	SPARKLETTS	1,265.62
162513	09/13/2012	MICHELE DUGAN	180.00

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Check Number	Check Date	Pay to the Order of	Check Amount
162514	09/13/2012	OFFICEMAX CONTRACT INC.	7,935.85
162515	09/13/2012	DAIRY DEPOT	190.52
162516	09/13/2012	RELIAPOLE INSPECTION	12,797.00
162517	09/13/2012	AMERICAN GEOTECHNICAL, INC.	1,300.97
162518	09/13/2012	CATALYST CONSULTING	7,020.00
162519	09/13/2012	CRESCENT SOLUTIONS	9,027.00
162520	09/13/2012	DOUGHERTY + DOUGHERTY ARCHITECTS LLP	56,015.42
162521	09/13/2012	ENAMIX, INC.	5,565.00
162522	09/13/2012	GKKWORKS	48.07
162523	09/13/2012	JOYCE INSPECTION & TESTING	3,936.00
162524	09/13/2012	NEUDESIC, LLC	65,741.00
162525	09/13/2012	NIMBLE CONSULTING	5,125.00
162526	09/13/2012	BOB PARRETT CONSTRUCTION	7,050.45
162527	09/13/2012	PARSONS BRINCKERHOFF, INC.	820.00
162528	09/13/2012	PENN CORPORATE RELOCATION SERVICES, INC.	8,853.70
162529	09/13/2012	PUBLIC ECONOMICS, INC.	3,791.61
162530	09/13/2012	RR SYSTEMS, INC.	962.00
162531	09/13/2012	TECTA AMERICA SOUTHERN CALIFORNIA, INC.	63,860.00
162532	09/13/2012	XELLERATION	3,770.00
162533	09/14/2012	ACSIG/EDGE	132,735.32
162534	09/14/2012	ACSIG/EDGE	44,022.86
162535	09/14/2012	HYATT LEGAL	7,420.20
162536	09/14/2012	PRUDENTIAL INSURANCE COMPANY OF AMERICA	27,357.80
162537	09/14/2012	PRUDENTIAL INSURANCE COMPANY OF AMERICA	15,259.43
162538	09/14/2012	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	1,222,376.00
162539	09/14/2012	UNUM LIFE INSURANCE COMPANY	2,538.80
162540	09/14/2012	UNUM LIFE INSURANCE COMPANY	1,375.84
162541	09/14/2012	UNITED BEHAVIORAL HEALTH U.S. BEHAVIORAL HEALTH PLAN	3,195.15
162542	09/14/2012	ACSIG/EDGE	19,634.14
162543	09/14/2012	ACSIG/EDGE	5,257.06
162544	09/14/2012	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	318,890.00
162545	09/14/2012	ACBO ASSOCIATION OF CHIEF	285.00
162546	09/14/2012	CRAIG HAYWARD	586.50
162547	09/14/2012	THE MISSION INN	311.54
162548	09/14/2012	NAFSA REGION XII NAFSA REGISTRATION BUREAU	260.00
162549	09/14/2012	THE RP GROUP	375.00
162550	09/14/2012	THE RP GROUP	375.00
162551	09/14/2012	THE RP GROUP	375.00
162552	09/14/2012	THE RP GROUP	375.00
162553	09/14/2012	THE RP GROUP	75.00
162554	09/14/2012	GARY RYBOLD	567.75
162555	09/17/2012	JENNIFER HIGGINSON	306.00
162556	09/17/2012	LOS SERRANOS GOLF COURSE	96.00
162557	09/17/2012	LEXINGTON INN	2,344.16
162558	09/17/2012	SANTA BARBARA CITY COLLEGE GOLF	70.00
162559	09/17/2012	SANTA BARBARA CITY COLLEGE GOLF	80.00
162560	09/17/2012	AT & T	62.89

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Check Number	Check Date	Pay to the Order of	Check Amount
162561	09/17/2012	AT&T	4.44
162562	09/17/2012	AT&T	5,843.06
162563	09/17/2012	AT&T	11.98
162564	09/17/2012	AT&T	11.92
162565	09/17/2012	SOUTHERN CALIFORNIA EDISON CO.	3,074.12
162566	09/17/2012	SOUTHERN CALIFORNIA EDISON CO.	11,616.08
162567	09/17/2012	SOUTHERN CALIFORNIA EDISON CO.	32,282.63
162568	09/17/2012	SOUTHERN CALIFORNIA EDISON CO.	95.18
162569	09/17/2012	SOUTHERN CALIFORNIA GAS CO.	674.91
162570	09/17/2012	SOUTHERN CALIFORNIA GAS CO.	21.02
162571	09/17/2012	SOUTHERN CALIFORNIA GAS CO.	675.89
162572	09/17/2012	SOUTHERN CALIFORNIA GAS CO.	45.13
162573	09/17/2012	POSTMASTER	525.00
162574	09/17/2012	VERIZON	128.56
162575	09/17/2012	XEROX CORPORATION	4,552.03
162576	09/17/2012	ACCUITY	341.00
162577	09/17/2012	ADCLUB ADVERTISING SERVICE	1,595.00
162578	09/17/2012	CA ORGANIZATION OF ASSOCIATE DEGREE NURSING PRGMS-SOUTH	100.00
162579	09/17/2012	ANDREW ALHADEFF	167.00
162580	09/17/2012	ALLIED ELECTRONICS INC. ACCTS. RECEIVABLE DEPT.	140.62
162581	09/17/2012	ALLSTAR AWARDS	38.83
162582	09/17/2012	ALFONSO ALVAREZ	120.00
162583	09/17/2012	BANG PRINTING	11,029.44
162584	09/17/2012	MARGUERITE BEAL	140.00
162585	09/17/2012	BIO-RAD LABORATORIES, INC. LIFE SCIENCE GROUP	3,383.15
162586	09/17/2012	BLAKE'S JANITORIAL SUPPLIES	328.85
162587	09/17/2012	BLICK ART MATERIALS	297.49
162588	09/17/2012	KIM BRANCH-STEWART	92.00
162589	09/17/2012	BRAND ATHLETICS LIDS TEAM SPORTS	3,488.68
162590	09/17/2012	BRIDGES TRANSITIONS, CO. BANK OF AMERICA	1,850.00
162591	09/17/2012	KRISTEN BUSH	1,610.00
162592	09/17/2012	DRAMATISTS PLAY SERVICE, INC.	43.90
Unpaid Sales Tax			2.71
Expensed Amount			46.61
162593	09/17/2012	ADVANCED OFFICE SERVICES IMAGING PLUS	23.42
162594	09/17/2012	SHELL FLEET CARD SERVICES PROCESSING CENTER	2,709.82
162595	09/18/2012	3C4A C/O EVANS RODERICK	125.00
162596	09/18/2012	CALIFORNIA HAZARDOUS SERVICE	501.37
162597	09/18/2012	CAROLINA BIOLOGICAL SUPPLY	110.49
162598	09/18/2012	CARQUEST AUTO PARTS	9.69
162599	09/18/2012	DR. NANCY CARRITTE INDUSTRIAL PSYCHOLOGIST	1,200.00
162600	09/18/2012	CCCWBCA MATT BORCHERT, TREASURER	200.00
162601	09/18/2012	CINTAS CORPORATION	110.50
162602	09/18/2012	CINTAS DOCUMENT MANAGEMENT	120.00
162603	09/18/2012	CINTAS DOCUMENT MANAGEMENT	120.00
162604	09/18/2012	CINTAS DOCUMENT MANAGEMENT	120.00

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Check Number	Check Date	Pay to the Order of	Check Amount
162605	09/18/2012	CLARK SECURITY PRODUCTS INC.	656.98
162606	09/18/2012	CLEAN SOURCE	4,278.67
162607	09/18/2012	COMPUTER PROTECTION TECHNOLOGYCORPORATE OFFICE	7,385.35
162608	09/18/2012	COX COMMUNICATIONS	4,128.47
162609	09/18/2012	CSS/RANCHO JANITORIAL SUPPLIES	368.62
162610	09/18/2012	CURTIS PRODUCTS GROUP INC	1,536.00
		Unpaid Sales Tax	93.00
		Expensed Amount	1,629.00
162611	09/18/2012	D4 SOLUTIONS INC.	4,312.71
162612	09/18/2012	DANA WHARF SPORTFISHING	2,400.00
162613	09/18/2012	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE, CASHIERING	667.00
162614	09/18/2012	DISH NETWORK	64.77
162615	09/18/2012	BEN DOLAN	219.00
162616	09/18/2012	SPARKLETTS	42.00
162617	09/18/2012	DUNN-EDWARDS CORPORATION	951.16
162618	09/18/2012	THE EXECUTIVE ADVERTISING	2,016.24
		Unpaid Sales Tax	144.93
		Expensed Amount	2,161.17
162619	09/19/2012	EMPLOYMENT DEVELOPMENT DEPT.	7,212.83
162620	09/19/2012	GALLS INC. %GALLS RETAIL CA LOCK BOX	2,806.57
162621	09/19/2012	GOLF VENTURES WEST	109.36
162622	09/19/2012	GOPHER NW5634	56.95
		Unpaid Sales Tax	4.41
		Expensed Amount	61.36
162623	09/19/2012	GREEN THUMB INTERNATIONAL	41.35
162624	09/19/2012	HARDY DIAGNOSTICS ACCOUNTS RECEIVABLE	83.40
162625	09/19/2012	HECK INDUSTRIES INC	1,178.45
		Unpaid Sales Tax	77.19
		Expensed Amount	1,255.64
162626	09/19/2012	HITT MARKING DEVICES, INC.	224.96
162627	09/19/2012	CHRIS HOGSTEDT	166.54
162628	09/19/2012	HORIZON	5,916.57
162629	09/19/2012	IACLEA	225.00 *
Cancelled on 10/08/2012, Cancel Register # AP10092012			
162630	09/19/2012	LISA INLOW	97.20
162631	09/19/2012	INSLEY CONSTRUCTION	2,700.00
162632	09/19/2012	INTELECOM ATTEN: MICHELLE KOLPIEN	1,500.00
162633	09/19/2012	EFAX CORPORATE c/o J2 GLOBAL, INC.	297.20
162634	09/19/2012	JOHNSTONE SUPPLY	274.03
162635	09/19/2012	JOURNEY EDUCATION DIGITAL RIVER EDUCATION SVC.	430.99
162636	09/19/2012	KATHCO PRODUCTS	9,883.69
162637	09/19/2012	KNORR SYSTEMS, INC.	610.10
162638	09/19/2012	LABWEAR.COM	807.20
		Unpaid Sales Tax	76.65
		Expensed Amount	883.85
162639	09/19/2012	LAGUNA CLAY CO.	717.92
162640	09/19/2012	LAGUNA GRAPHIC ARTS, INC.	51.02

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Check Number	Check Date	Pay to the Order of	Check Amount
162641	09/19/2012	SHARON LANDIS	480.00
162642	09/19/2012	LAURA'S INT PLANTSCAPE SERV	45.26
162643	09/19/2012	DIANE LEWIS	891.60
162644	09/19/2012	LOOMIS, FARGO & COMPANY	655.98
162645	09/19/2012	MAINTEX	48.77
162646	09/19/2012	MARKET-BASED SOLUTIONS, INC.	11,849.60
162647	09/19/2012	MATERIAL CONNEXION	2,440.00
		Unpaid Sales Tax	186.00
		Expensed Amount	2,626.00
162648	09/19/2012	MILLENNIUM BUSINESS SERVICES Marty Cohn	134.69
162649	09/19/2012	OC Treasurer-Tax Collector	3,816.50
162650	09/19/2012	OC DEPT OF EDUCATION ATTN: CHRIS KRIEBEL	3,700.00
162651	09/19/2012	OC LB CONSOR., WEST COAST U ALICE MARTANEGARA	150.00
162652	09/19/2012	OCE-IMAGISTICS	285.60
162653	09/19/2012	OCLC, INC. DEPT #34299	554.20
162654	09/19/2012	ORKIN PEST CONTROL 711	250.00
162655	09/19/2012	ORKIN PEST CONTROL 711	280.80
162656	09/19/2012	PACIFIC ART GLASS	189.51
162657	09/19/2012	PACKEDWAREHOUSE.COM	61.34
		Unpaid Sales Tax	3.79
		Expensed Amount	65.13
162658	09/19/2012	PETCO ANIMAL SUPPLIES	177.11
162659	09/19/2012	POWER FORD TUSTIN	125.85
162660	09/19/2012	ROBERT RICKERSON	479.75
162661	09/19/2012	RITE INC. dba THE PERFECT FIELD	269.38
162662	09/19/2012	SANOFI PASTEUR, INC.	939.48
		Unpaid Sales Tax	67.58
		Expensed Amount	1,007.06
162663	09/19/2012	SHRED-IT USA-SAN DIEGO	140.00
162664	09/19/2012	FARNOOSH SORAYA	240.00
162665	09/19/2012	SOUTHERN CALIFORNIA SOUND IMAGE	1,560.00
162666	09/19/2012	SVM, LP	433.30
162667	09/19/2012	TANDY LEATHER FACTORY	51.09
162668	09/19/2012	TECHSMITH CORP SOFTWARE ORDER	1,838.70
162669	09/19/2012	TNR TECHNICAL, INC.	130.51
162670	09/19/2012	SO. ORANGE CO. COMM. COL. DIST	10,056.31
162671	09/19/2012	ACBO ASSOCIATION OF CHIEF	285.00
162672	09/19/2012	BOARD OF GOVERNORS CALIFORNIA COMMUNITY COLLEGES	70.00
162673	09/19/2012	CESA	375.00
162674	09/19/2012	CASE	450.00
162675	09/19/2012	CASE	450.00
162676	09/19/2012	CASE	450.00
162677	09/19/2012	CASE	450.00
162678	09/19/2012	CASE	450.00
162679	09/19/2012	HILTON COSTA MESA	264.44
162680	09/19/2012	HOLIDAY INN CAPITOL PLAZA	193.20
162681	09/19/2012	ORANGE COUNTY BUSINESS COUNCIL	285.00
162682	09/19/2012	ANGELA OROZCO-MAHANEY	528.30

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Check Number	Check Date	Pay to the Order of	Check Amount
162683	09/19/2012	RANDY W. PEEBLES	121.71
162684	09/19/2012	THE RP GROUP	375.00
162685	09/19/2012	THE RP GROUP	375.00
162686	09/19/2012	WOODLAKE HOTEL	252.00
162687	09/20/2012	P & R PAPER SUPPLY COMPANY	212.38
162688	09/20/2012	PACIFIC COACHWAYS	2,701.14
162689	09/20/2012	PASCO SCIENTIFIC	414.07
162690	09/20/2012	THE PATON GROUP	2,043.59
162691	09/20/2012	POWERTRON BATTERY CO.	695.85
162692	09/20/2012	PYRO-COMM SYSTEMS	240.00
162693	09/20/2012	RICOH USA, INC.	1,277.20
162694	09/20/2012	RICOH AMERICAS CORPORATION	221.75
162695	09/20/2012	S & B FOODS CATERING DIVISION	6,198.11
162696	09/20/2012	S & B FOODS CATERING DIVISION	123.75
162697	09/20/2012	SADDLEBACK GOLF CARS, INC.	286.85
162698	09/20/2012	SARGENT WELCH	457.19
162699	09/20/2012	SADDLEBACK GOLF DRIVING RANGE	1,785.55
162700	09/20/2012	SEHI PROCOMP COMPUTER PRODUCTS	568.18
162701	09/20/2012	SIGMA ALDRICH CHEMICAL CO.	144.08
162702	09/20/2012	SIXTEN, INC. dba SIXTEN & ASSOC.	3,037.50
162703	09/20/2012	SKS, INC. PETROLEUM DISTRIBUTORS	2,874.28
162704	09/20/2012	DANIEL SMITH, INC.	303.12
Unpaid Sales Tax			23.49
Expensed Amount			326.61
162705	09/20/2012	SNADER AND ASSOCIATES INC.	19,963.32
162706	09/20/2012	SOUTHERN COUNTIES OIL DBA/SC FUELS	4,637.77
162707	09/20/2012	SONIC FOUNDRY	2,000.00
162708	09/20/2012	SPECTRUM CHEMICAL MFG. CORP.	545.10
162709	09/20/2012	SUPPLY SOLUTIONS	2,524.89
162710	09/20/2012	SYMPPLICITY CORPORATION	3,500.00
162711	09/20/2012	SMS SYSTEMS MAINTENANCE SERVICES, INC.	480.00
162712	09/20/2012	TOMARK SPORTS, INC.	519.83
162713	09/20/2012	TOWNSEND PUBLIC AFFAIRS, INC ATTN:CHRISTOPHER TOWNSEND	3,500.00
162714	09/20/2012	UNISOURCE WORLDWIDE INC.	7,562.82
162715	09/20/2012	UNITED SITE SERVICES OF CALIFORNIA, INC.	354.46
162716	09/20/2012	USA MOBILITY WIRELESS, INC.	64.97
162717	09/20/2012	VICTORY CUSTOM ATHLETIC	456.39
162718	09/20/2012	VILIS SYSTEMS	530.00
Unpaid Sales Tax			38.67
Expensed Amount			568.67
162719	09/20/2012	VISTA PAINT CORPORATE OFFICE	120.55
162720	09/20/2012	VITAL LINK EDUCATION AND BUSINESS CONSORTIUM	2,000.00
162721	09/20/2012	W A X I E	63.41
162722	09/20/2012	WEST PAYMENT CENTER	411.64
162723	09/20/2012	ROCKVIEW FARMS	71.20
162724	09/20/2012	GARY A. BOYER	358.96
162725	09/20/2012	AAA ELECTRIC MOTOR SALES	623.36

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162726	09/20/2012	AARDVARK CLAY AND SUPPLIES	447.64
162727	09/20/2012	AIR SOURCE INDUSTRIES, INC.	150.69
162728	09/20/2012	ALLIED REFRIGERATION INC	1,347.48
162729	09/20/2012	JACK APPLEMAN	155.69
162730	09/20/2012	ARC AMER. REPROGRAPHICS CO.	27.15
162731	09/20/2012	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	57,724.51
162732	09/20/2012	MARGUERITE BEAL	70.00
162733	09/20/2012	BUTLER CHEMICALS, INC.	340.45
162734	09/20/2012	COMPUTERLAND	18,683.86
162735	09/20/2012	DA CAPO MUSIC	1,330.01
162736	09/20/2012	DANA POINT YACHT MAINTENANCE	63.80
162737	09/20/2012	ELECTRONIX EXPRESS	26.00
		Unpaid Sales Tax	1.40
		Expensed Amount	27.40
162738	09/20/2012	EMPIRE CLEANING SUPPLY	516.71
162739	09/20/2012	FEDERAL EXPRESS	177.93
162740	09/20/2012	FERGUSON ENTERPRISES INC #1350	182.94
162741	09/20/2012	FIBER ECONOMICS BUREAU	20.00
		Unpaid Sales Tax	1.16
		Expensed Amount	21.16
162742	09/20/2012	FISHER SCIENTIFIC	2,213.66
162743	09/20/2012	FLUKE ELECTRONICS	496.00
162744	09/20/2012	DR. LINDA FONTANILLA	2,386.70
162745	09/20/2012	FREEWAY AUTO SUPPLY	22.12
162746	09/20/2012	SCHOOL SPECIALTY	.98
162747	09/20/2012	DAIRY DEPOT	63.53
162748	09/20/2012	ALTERNATIVE DELIVERY SOLUTIONS	23,265.00
162749	09/20/2012	CDW GOVERNMENT, INC.	364.80
162750	09/20/2012	CITY OF TUSTIN COMMUNITY DEVELOPMENT	2,054.56
162751	09/20/2012	DELL MARKETING L.P. C/O DELL USA L.P.	84,939.89
162752	09/20/2012	DOUGHERTY + DOUGHERTY ARCHITECTS LLP	15,075.28
162753	09/20/2012	DVV ASSOCIATES, INC.	1,125.00
162754	09/20/2012	EDGE DEVELOPMENT, INC.	794,052.00
162755	09/20/2012	ENAMIX, INC.	5,840.00
162756	09/20/2012	JOYCE INSPECTION & TESTING	4,704.00
162757	09/20/2012	MC CARTHY BUILDING COMPANIES	16,368.00
162758	09/20/2012	SYNERGY SOFTWARE SOLUTIONS	6,308.00
162759	09/20/2012	NEUDESIC, LLC	47,880.00
162760	09/20/2012	NIMBLE CONSULTING	10,625.00
162761	09/20/2012	PARSONS BRINCKERHOFF, INC.	2,308.53
162762	09/20/2012	PERCEPTIVE SOFTWARE	1,162.50
162763	09/20/2012	R2A ARCHITECTURE	517.50
162764	09/20/2012	REPRO XPRESS	104.58
162765	09/20/2012	SO CAL SANDBAGS INC	1,350.00
162766	09/20/2012	STUTZ ARTIANO SHINOFF & HOLTZ A.P.C.	2,237.50
162767	09/20/2012	TORREY PINES BANK ATTN: ROSE RAMSDEN	88,228.00
162768	09/20/2012	XELLERATION	4,785.00
162769	09/20/2012	XEROX CORPORATION	357.00
162770	09/21/2012	HOME DEPOT	5,771.48

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Check Number	Check Date	Pay to the Order of	Check Amount
162772	09/21/2012	DENISE M. HARRIS	312.00
162773	09/21/2012	DENISE M. HARRIS	312.00
162774	09/21/2012	DENISE M. HARRIS	312.00
162775	09/21/2012	JENNIFER HIGGINSON	697.00 *
Cancelled on 10/04/2012. Cancel Register # AP10042012B			
162776	09/21/2012	JENNIFER HIGGINSON	697.00
162777	09/21/2012	JENNIFER HIGGINSON	612.00
162778	09/21/2012	JENNIFER HIGGINSON	136.00
162779	09/21/2012	JENNIFER HIGGINSON	136.00
162780	09/21/2012	JENNIFER HIGGINSON	306.00
162781	09/21/2012	JENNIFER HIGGINSON	612.00
162782	09/21/2012	JENNIFER HIGGINSON	136.00
162783	09/21/2012	JENNIFER HIGGINSON	136.00
162784	09/21/2012	BRAD MCREYNOLDS	432.00
162785	09/21/2012	BRAD MCREYNOLDS	432.00
162786	09/21/2012	BRAD MCREYNOLDS	432.00
162787	09/21/2012	WILLIAM M. MCNICOL	432.00
162788	09/21/2012	WILLIAM M. MCNICOL	192.00
162789	09/21/2012	WILLIAM M. MCNICOL	192.00
162790	09/21/2012	WILLIAM M. MCNICOL	192.00
162791	09/21/2012	WILLIAM M. MCNICOL	192.00
162792	09/21/2012	GARY SABELLA	117.00
162793	09/21/2012	GARY SABELLA	162.00
162794	09/21/2012	GARY SABELLA	117.00
162795	09/21/2012	GARY SABELLA	117.00
162796	09/21/2012	MATTHEW SHERMAN	260.00
162797	09/21/2012	MATTHEW SHERMAN	260.00
162798	09/21/2012	MATTHEW SHERMAN	260.00
162799	09/21/2012	CARMEN STRATTON	136.00
162800	09/21/2012	CARMEN STRATTON	136.00
162801	09/21/2012	CARMEN STRATTON	136.00
162802	09/21/2012	DON BUTCHER	1,584.00
162803	09/21/2012	DON BUTCHER	1,584.00
162804	09/21/2012	DON BUTCHER	1,584.00
162805	09/24/2012	AERA ENGINE REBUILDERS ASSN.	244.00
162806	09/24/2012	BERTRAND'S MUSIC	376.39
162807	09/24/2012	THE BLACK BOOK DEPOT INTERWORKS CORP.	239.68
162808	09/24/2012	BLICK ART MATERIALS	694.45
162809	09/24/2012	BRENNER-FIEDLER & ASSOC., INC.	60.18
162810	09/24/2012	CALIFORNIA STAGE/LIGHTING, INC	475.18
162811	09/24/2012	CDW GOVERNMENT, INC.	20,280.03
162812	09/24/2012	THE CHINESE CLAY ART CORP.	105.48
162813	09/24/2012	COMSERCO	1,425.00
162814	09/24/2012	CONTINENTAL CHEM & SANITARY SUPPLY	561.69
162815	09/24/2012	DEEP SURPLUS	627.64
162816	09/24/2012	EASTBAY TEAM SPORTS DEPT. 5374	614.18
162817	09/24/2012	EMPIRE CLEANING SUPPLY	165.71
162818	09/24/2012	FISDAP HEADWATERS SOFTWARE, INC.	2,160.00
162819	09/24/2012	FISHER SCIENTIFIC	4,238.05

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Check Number	Check Date	Pay to the Order of	Check Amount
162820	09/24/2012	FOSTER CARE AUXILIARY OF OC	120.00
162821	09/24/2012	BCH WATERWORKS	135.00
162822	09/24/2012	CDW GOVERNMENT, INC.	113.25
162823	09/24/2012	BONITA GOLF COURSE	152.00
162824	09/24/2012	GOLDEN WEST COLLEGE WATER POLO	400.00
162825	09/24/2012	RIVERSIDE CITY COLLEGE C/O Men's Basketball	495.00
162826	09/25/2012	NSSA	1,250.00
162827	09/25/2012	AT & T	27.13
162828	09/25/2012	SOUTHERN CALIFORNIA GAS CO.	10,954.96
162829	09/25/2012	VERIZON	333.39
162830	09/25/2012	LIDS TEAM SPORTS	104.57
162831	09/25/2012	G & K SERVICES	327.24
162832	09/25/2012	G/M BUSINESS INTERIORS	80,792.29
162833	09/25/2012	GRACE GARCIA	10.25
162834	09/25/2012	GOENGINEER, INC.	3,512.65
162835	09/25/2012	W. W. GRAINGER	4,432.49
162836	09/25/2012	GRANICUS, INC.	1,075.00
162837	09/25/2012	HALO	2,878.06
162838	09/25/2012	CHAU HONG	180.00
162839	09/25/2012	IVC FOUNDATION	15.00
162840	09/25/2012	SUSAN KWAN	31.14
162841	09/25/2012	LCS CONSTRUCTORS, INC.	3,600.00
162842	09/25/2012	LIEBERT CASSIDY WHITMORE	9,285.59
162843	09/25/2012	MAIN, DAUNE	59.94
162844	09/25/2012	MARVAC ELECTRONICS	242.44
162845	09/25/2012	TRACY MC CONNELL	38.12
162846	09/25/2012	MEDCO SUPPLY COMPANY	9,281.14
162847	09/25/2012	CLIFFORD MEYER C/O AUTO TECH	59.94
162848	09/25/2012	MOULTON-NIGUEL WATER DIST.	13,404.49
162849	09/25/2012	ORKIN PEST CONTROL 711	2,159.00
162850	09/25/2012	SANDRA POPE	59.05
162851	09/25/2012	JAY SIERZCHULA	29.97
162852	09/25/2012	CITY OF WESTMINSTER	77.00
162853	09/25/2012	ZEPHYR TURFCARE EQUIPMENT	1,282.50
162854	09/25/2012	PACIFIC ATHLETIC WEAR, INC.	1,887.08
162855	09/25/2012	PACKAGINGSUPPLIES.COM	576.99
162856	09/25/2012	PSYCHOLOGICAL ASSESSMENT RESOURCES, INC.	1,211.33
Unpaid Sales Tax			86.92
Expensed Amount			1,298.25
162857	09/25/2012	BOB PARRETT CONSTRUCTION	2,454.00
162858	09/25/2012	J.W. PEPPER & SON, INC.	38.09
162859	09/25/2012	MARK PETERSEN	76.59
162860	09/25/2012	PHOENIX GROUP	1,891.05
162861	09/25/2012	PORT SUPPLY	173.74
162862	09/25/2012	PRAXAIR	122.25
162863	09/25/2012	PYRAMID SCHOOL PRODUCTS	299.63
Unpaid Sales Tax			23.22
Expensed Amount			322.85
162864	09/25/2012	QUEST CONSULT. & TRAINING CORP	9,240.00

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Check Number	Check Date	Pay to the Order of	Check Amount
162865	09/25/2012	RIO GRANDE ALBUQUERQUE THE BELL GROUP	132.08
		Unpaid Sales Tax 6.78	
		Expensed Amount 138.86	
162866	09/25/2012	S & B FOODS CATERING DIVISION	357.84
162867	09/25/2012	S & S COMMUNICATIONS	168.00
162868	09/25/2012	SAFELITE AUTO GLASS	287.08
162869	09/25/2012	SAFEWAY, INC.	84.75
162870	09/25/2012	SAN DIEGO BUSINESS JOURNAL	79.00
162871	09/25/2012	SARGENT WELCH	84.52
162872	09/25/2012	SCIENCE KIT, INC.	540.99
162873	09/25/2012	CHARLES C. STILL SECURE LIVE SCAN	45.00
162874	09/25/2012	SEHI PROCOMP COMPUTER PRODUCTS	1,357.20
162875	09/25/2012	SHRED-IT USA-SAN DIEGO	406.00
162876	09/25/2012	SIERRA SOIL, INC.	798.57
162877	09/25/2012	DANIEL SMITH, INC.	33.83
		Unpaid Sales Tax 2.62	
		Expensed Amount 36.45	
162878	09/25/2012	JENNIFER SNIDER	35.00
162879	09/25/2012	SO COAST HIGHER EDUCAT. COUN. C/O SHANNON CROGAN	50.00
162880	09/25/2012	SPECTRUM CHEMICAL MFG. CORP.	72.92
162881	09/25/2012	SPORTS FIELD INSTALLATION	51,262.00
162882	09/25/2012	SUPERIOR FILTRATION PRODUCTS	4,832.13
162883	09/25/2012	TAC HEALTH, LLC	252.44
162884	09/25/2012	TEXTHelp SYSTEMS, INC.	10,729.59
162885	09/25/2012	THOMPSON ENAMEL	344.91
		Unpaid Sales Tax 25.66	
		Expensed Amount 370.57	
162886	09/25/2012	TICKET ENVELOPE COMPANY	123.50
		Unpaid Sales Tax 9.57	
		Expensed Amount 133.07	
162887	09/25/2012	TRU WEST, INC.	1,099.59
162888	09/25/2012	TUSTIN CHAMBER OF COMMERCE	186.00
162889	09/25/2012	UNITED FABRICARE SUPPLY, INC.	1,293.97
162890	09/25/2012	UNIVERSAL SPECIALTIES, INC.	245.43
162891	09/25/2012	VICENTI, LLOYD & STUTZMAN LLP	12,269.20
162892	09/25/2012	VWR INTERNATIONAL, INC.	4,806.74
162893	09/25/2012	WARD'S NATURAL SCIENCE	482.72
162894	09/25/2012	WATER TECH AG SUPPLY	560.30
162895	09/25/2012	WILMAD/LAB GLASS	1,710.96
162896	09/25/2012	WOLFRAM RESEARCH	3,854.55
162897	09/25/2012	LISA WORKMAN	50.00
162898	09/25/2012	WORLDPOINT ECC, INC.	270.00
		Unpaid Sales Tax 20.93	
		Expensed Amount 290.93	
162899	09/26/2012	AMERICAN ASSOCIATION OF COMMUNITY COLLEGES	8,680.00
162900	09/26/2012	AMER. RED CROSS	8.00
162901	09/26/2012	AMTECH ELEVATOR SERVICES	4,673.58
162902	09/26/2012	AUCA LOS ANGELES	77.99
162903	09/26/2012	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	46,351.24

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Check Number	Check Date	Pay to the Order of	Check Amount
162904	09/26/2012	AVENTURA SAILING ASSOC.	2,070.00
162905	09/26/2012	B & H PHOTO	795.12
		Unpaid Sales Tax	61.62
		Expensed Amount	856.74
162906	09/26/2012	BP ENERGY COMPANY CHICAGO LOCKBOX # 012130	21,846.73
162907	09/26/2012	CAL PRO SPORTS	155.43
162908	09/26/2012	DANA POINT FUEL DOCK	20.15
162909	09/26/2012	DIVERSIFIED BUSINESS SERVICES	827.35
162910	09/26/2012	DUNN-EDWARDS CORPORATION	5,755.66
162911	09/26/2012	EMPIRE CLEANING SUPPLY	71.38
162912	09/26/2012	ESSENCE ENTERTAINMENT	1,738.00
162913	09/26/2012	FEDERAL EXPRESS	242.62
162914	09/26/2012	FISHER SCIENTIFIC	72.72
162915	09/26/2012	FREEWAY AUTO SUPPLY	71.07
162916	09/26/2012	OFFICEMAX CONTRACT INC.	9,887.29
162917	09/26/2012	DAIRY DEPOT	96.24
162918	09/26/2012	OFFICEMAX CONTRACT INC.	113.70
162919	09/27/2012	DR. RIBA'S HEALTH CLUB, INC.	300.00
162920	09/27/2012	PARKWAY LAWNMOWER SHOP	758.71
162921	09/27/2012	PETE'S ROAD SERVICE	1,429.05
162922	09/27/2012	POWER FORD TUSTIN	25.73
162923	09/27/2012	BLAKE STEPHENS	160.75
162924	09/27/2012	TURF TIRE DISTRIBUTORS	133.18
162925	09/27/2012	POSTMASTER	1.03
162926	09/27/2012	VON MEYER FIRE AND LIFE SAFETY	1,400.00
162927	09/27/2012	VWR INTERNATIONAL, INC.	357.45
162928	09/27/2012	WALTERS WHOLESALE ELECTRIC	1,030.10
162929	09/27/2012	TYLER WEINSTEIN	31.78
162930	09/27/2012	KATHLEEN WERLE	153.26
162931	09/27/2012	WIDGET SUPPLY	63.63
		Unpaid Sales Tax	4.16
		Expensed Amount	67.79
162932	09/27/2012	YALE CHASE MATERIALS HANDLING	1,657.79
162933	09/27/2012	ACCCA	1,875.00
162934	09/27/2012	CITY COLLEGE OF SAN FRANCISCO C/O REAL ESTATE ED CENTER	45.00
162935	09/27/2012	CITY COLLEGE OF SAN FRANCISCO C/O REAL ESTATE ED CENTER	45.00
162936	09/27/2012	CSU CHANNEL ISLANDS C/O SUNSHINE GARCIA	425.00
162937	09/27/2012	CSU CHANNEL ISLANDS C/O SUNSHINE GARCIA	425.00
162938	09/27/2012	CSU CHANNEL ISLANDS C/O SUNSHINE GARCIA	375.00
162939	09/27/2012	LOIS DI ALTO	255.60
162940	09/27/2012	DAVID D. GATEWOOD	362.60
162941	09/27/2012	DENNIS GORDON	669.74
162942	09/27/2012	JERRY HANNULA	114.33
162943	09/27/2012	TONY LIPOLD	84.36
162944	09/27/2012	ANAHEIM MARRIOTT	490.32
162945	09/27/2012	BETTY A. MC CLELLAND	276.75
162946	09/27/2012	KIM MC CORD	185.60

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Checks Dated 09/05/2012 through 10/09/2012

Check Number	Check Date	Pay to the Order of	Check Amount
162947	09/27/2012	NCMPR	150.00
162948	09/27/2012	ORANGE COUNTY BUSINESS COUNCIL	150.00
162949	09/27/2012	HEIDI M. OCHOA	566.70
162950	09/27/2012	LUCAS OCHOA	115.00
162951	09/27/2012	PCC FORENSICS TOURNAMENT ASSOC	532.00
162952	09/27/2012	LARRY RADDEN	541.31
162953	09/27/2012	LARRY RADDEN	1,060.00
162954	09/27/2012	ROSEN INN AT POINTE ORLANDO	396.00
162955	09/27/2012	ROSEN INN AT POINTE ORLANDO	396.00
162956	09/27/2012	SHERATON PASADENA HOTEL	705.10
162957	09/27/2012	LIANNA ZHAO	607.70
162958	09/27/2012	JOYCE BARTLOMAIN	25.09
162959	09/27/2012	LINDA BASHOR	27.89
162960	09/27/2012	G/M BUSINESS INTERIORS	8,699.40
162961	09/27/2012	GALE SUPPLY COMPANY	920.19
162962	09/27/2012	GALLS INC. %GALLS RETAIL CA LOCK BOX	145.43
162963	09/27/2012	GEYER INSTRUCTIONAL AIDS CO.	60.20
Unpaid Sales Tax			3.66
Expensed Amount			63.86
162964	09/27/2012	KIRILL GLIADKOVSKY	123.00
162965	09/27/2012	GOLF TEAM PRODUCTS	1,044.00
Unpaid Sales Tax			77.50
Expensed Amount			1,121.50
162966	09/27/2012	GOVPLACE	2,940.48
162967	09/27/2012	W. W. GRAINGER	1,592.28
162968	09/27/2012	THE LAURIA COMPANIES, INC. GRAPHIC EDGE	35,000.00
162969	09/27/2012	GREEN THUMB INTERNATIONAL	113.78
162970	09/27/2012	KELLY GRIMES	480.00
162971	09/27/2012	MARLYS GRODT & ASSOCIATES	6,425.00
162972	09/27/2012	BRUCE HAGAN	47.77
162973	09/27/2012	HAIR CALIFORNIA BEAUTY ACADEMY	11,028.50
162974	09/27/2012	HIGHER ONE INC.	796.50
162975	09/27/2012	HIRSCH PIPE & SUPPLY	287.27
162976	09/27/2012	ILABEQUIPMENT	274.62
Unpaid Sales Tax			17.74
Expensed Amount			292.36
162977	09/27/2012	IRVINE RANCH WATER DIST.	335.27
162978	09/27/2012	FHEG IVC BOOKSTORE NO. 895 MA 725	5,037.18
162979	09/27/2012	JIST WORKS, INC.	461.10
162980	09/27/2012	JOHNSTONE SUPPLY	199.33
162981	09/27/2012	JRS PRESENTATIONS, INC.	125.00
162982	09/27/2012	DAVIT S. KHACHATRYAN,	39.63
162983	09/27/2012	ABOUBACAR KOUYATE	225.00
162984	09/27/2012	KRATOS HBE	620.15
162985	09/27/2012	TOD KUBO	1,190.00
162986	09/27/2012	ERIC KUDELL	75.43
162987	09/27/2012	LAGUNA CLAY CO.	394.37
162988	09/27/2012	DAVID B. LANG	16.63
162989	09/27/2012	LAUNDRY LOOPS INC.	236.00

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Check Number	Check Date	Pay to the Order of	Check Amount
		Unpaid Sales Tax	17.21
		Expensed Amount	253.21
162990	09/27/2012	DIANE LEWIS	115.32
162991	09/27/2012	CHARISSE LYSEIGHT	630.00
162992	09/27/2012	MAIN GRAPHICS	4,346.07
162993	09/27/2012	MARCIVE, INC.	129.47
162994	09/27/2012	BOB MARTIN CO.	409.24
162995	09/27/2012	MC KESSON MEDICAL SURGICAL	118.38
162996	09/27/2012	McMASTER CARR SUPPLY CO.	1,618.25
162997	09/27/2012	MARGIE MCNELLY LICENSED MARRIAGE & FAMILY THERAPIST	480.00
162998	09/27/2012	MARCIA MILCHIKER	39.99
162999	09/27/2012	SALLIE MILLER	420.00
163000	09/27/2012	MISSION PRINTING COMPANY	527.98
163001	09/27/2012	MONOPRICE, INC.	12.78
163002	09/27/2012	NLNAC ATTN: JOE ORTIZ	2,400.00
163003	09/27/2012	NEWPORT CORP.	1,322.92
163004	09/27/2012	KEVIN O'CONNOR	140.84
163005	09/27/2012	OC Treasurer-Tax Collector	12,310.00
163006	09/27/2012	OC REGISTER COMMERCIAL BILLING	438.00
163007	09/27/2012	OCLC, INC. DEPT #34299	481.51
163008	09/27/2012	KATE REALISTA C/O PERFORMING ARTS	364.00
163009	09/27/2012	WIRED PLANET ERIK JENSEN	487.50
163010	09/28/2012	JACC TREASURER	500.00
163011	09/28/2012	CATALYST CONSULTING	6,480.00
163012	09/28/2012	DVV ASSOCIATES, INC.	2,250.00
163013	09/28/2012	i3 SOLUTIONS	7,550.00
163014	09/28/2012	JACKSON, DE MARCO, TIDUS, & PECKENPAUGH	43,677.22
163015	09/28/2012	JOHNSON-FRANK & ASSOCIATES	1,800.00
163016	09/28/2012	JOYCE INSPECTION & TESTING	902.00
163017	09/28/2012	PANO LOGIC	5,069.86
163018	09/28/2012	R2A ARCHITECTURE	21,080.56
163019	09/28/2012	RR SYSTEMS, INC.	962.00
163020	09/28/2012	STRATA INFORMATION GROUP	6,128.86
163021	09/28/2012	TMCx SOLUTIONS, LLC	3,240.00
163022	09/28/2012	ATHENA COLLEGE OF BEAUTY	24,170.13
163023	09/28/2012	BLICK ART MATERIALS	145.53
163024	09/28/2012	BRENDA BORRON	107.75
163025	09/28/2012	CALIFORNIA POWER PARTNERS, INC.	90,641.25
163026	09/28/2012	CAROLINA BIOLOGICAL SUPPLY	90.14
163027	09/28/2012	CINTAS CORPORATION	20.00
163028	09/28/2012	CLARK SECURITY PRODUCTS INC.	8.31
163029	09/28/2012	MIKE COLLINS	1,152.00
163030	09/28/2012	COX COMMUNICATIONS	4,017.27
163031	09/28/2012	DELL MARKETING L.P. C/O DELL USA L.P.	133.02
163032	09/28/2012	DISH NETWORK	362.37
163033	09/28/2012	DUNN-EDWARDS CORPORATION	654.13
163034	09/28/2012	EBERHARD EQUIPMENT	3,375.04
163035	09/28/2012	ESSENCE ENTERTAINMENT	2,447.50

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Checks Dated 09/05/2012 through 10/09/2012

Check Number	Check Date	Pay to the Order of	Check Amount
163036	09/28/2012	FISHER SCIENTIFIC	290.49
163037	09/28/2012	FRY'S ELECTRONICS	354.31
163038	10/01/2012	AT&T	365.29
163039	10/01/2012	AT&T	47.13
163040	10/01/2012	AT&T	547.95
163041	10/01/2012	RICOH AMERICAS CORPORATION	870.25
163042	10/01/2012	SOUTHERN CALIFORNIA EDISON CO.	77,063.78
163043	10/01/2012	XEROX CORPORATION	50.00
163044	10/01/2012	XEROX CORPORATION	4,725.78 *
Cancelled on 10/01/2012. Cancel Register # AP10032120			
163045	10/01/2012	ATHENA COLLEGE OF BEAUTY	20,216.88
163046	10/01/2012	BAKER & TAYLOR	1,490.50
163047	10/01/2012	BUDDY'S ALL STARS	870.45
163048	10/01/2012	BULBTRONICS	933.39
163049	10/01/2012	CAROLINA BIOLOGICAL SUPPLY	655.47
163050	10/01/2012	CCCCIO C/O CLAIRE BIANCALANA	300.00
163051	10/01/2012	CDW GOVERNMENT, INC.	156.32
163052	10/01/2012	CHEVRON AND TEXACO BUSINESS CARD SERVICES	917.47
163053	10/01/2012	EDUCATION 4 WORK SUSAN M. COLEMAN	11,250.00
163054	10/01/2012	JANE L. COLLIER	180.00
163055	10/01/2012	CPP, INC. DAVIES-BLACK PUBLISHING	9,850.00
		Unpaid Sales Tax	763.38
		Expensed Amount	10,613.38
163056	10/01/2012	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE, CASHIERING	180.00
163057	10/01/2012	DirecTV	102.99
163058	10/01/2012	DUNN-EDWARDS CORPORATION	116.48
163059	10/01/2012	ECONOMIC ALTERNATIVES, INC.	5,894.29
163060	10/01/2012	FEDERAL EXPRESS	80.00
163061	10/01/2012	FISHER SCIENTIFIC	3,215.56
163062	10/01/2012	SHEILA FORSBERG	2,860.00
163063	10/01/2012	OFFICEMAX CONTRACT INC.	7,039.03
163064	10/01/2012	OFFICEMAX CONTRACT INC.	2,734.56
163065	10/02/2012	NEWPORT CORP.	6,194.43
163066	10/02/2012	AMERICAN ASSOCIATION OF COMMUNITY COLLEGES	14,610.00
163067	10/02/2012	ADORAMA CAMERA	221.70
		Unpaid Sales Tax	17.18
		Expensed Amount	238.88
163068	10/02/2012	AMTECH ELEVATOR SERVICES	52.11
163069	10/02/2012	NIKKANI S. ANDREWS	225.00
163070	10/02/2012	B & H PHOTO	606.27
		Unpaid Sales Tax	46.99
		Expensed Amount	653.26
163071	10/02/2012	BUDDY'S ALL STARS	335.02
163072	10/02/2012	CAAHEP	450.00
163073	10/02/2012	CAROLINA BIOLOGICAL SUPPLY	92.32
163074	10/02/2012	CLARK SECURITY PRODUCTS INC.	680.62
163075	10/02/2012	CLASSROOM PRODUCTS LLC	657.80
163076	10/02/2012	CONSOLIDATED ELECTRICAL DIST.	203.65

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163077	10/02/2012	CULLIGAN	109.20
163078	10/02/2012	DIGICERT	1,185.00
163079	10/02/2012	DIGITAL NETWORKS GROUP, INC.	3,333.43
163080	10/02/2012	MICHELE DUGAN	360.00
163081	10/02/2012	ECONOMIC ALTERNATIVES, INC.	358.33
163082	10/02/2012	EMBLEM ENTERPRISES	232.46
163083	10/02/2012	FISHER SCIENTIFIC	393.94
163084	10/02/2012	FREEWAY AUTO SUPPLY	16.11
163085	10/02/2012	FREY SCIENTIFIC	1,161.77
163086	10/02/2012	OFFICEMAX CONTRACT INC.	7,861.53
163087	10/02/2012	OFFICEMAX CONTRACT INC.	541.61
163088	10/02/2012	OFFICEMAX CONTRACT INC.	24.55
163089	10/02/2012	AMERICAN EXPRESS TRAVEL RELATED SERVICES CO INC	2,772.30
163090	10/02/2012	MARYAM AZARY	40.00
163091	10/02/2012	BARBARA A. BENAVIDES	40.00
163092	10/02/2012	CAIR C/O TONGSAN CHANG, TREASURER	315.00
163093	10/02/2012	STEVE HANDA	40.00
163094	10/02/2012	DIANA HURLBUT	54.00
163095	10/02/2012	MICHAEL LONG	40.00
163096	10/02/2012	SHARON NUSSEMBAUM	40.00
163097	10/02/2012	JUDI POHL	40.00
163098	10/02/2012	PENNY SKAFF	40.00
163099	10/02/2012	WELLS FARGO #4198	564.96
Unpaid Sales Tax			4.81
Expensed Amount			569.77
163100	10/03/2012	LONG BEACH CITY COLLEGE AQUATICS	375.00
163101	10/03/2012	LOS SERRANOS GOLF COURSE	228.00
163102	10/03/2012	ADRENALIN SPORTS APPAREL DBA JOANN MARIE HYDER	1,738.55
163103	10/03/2012	G & K SERVICES	61.20
163104	10/03/2012	FARIDA GABDRAKHMANOVA	362.13
163105	10/03/2012	GALE SUPPLY COMPANY	15,322.05
163106	10/03/2012	GALLS INC. %GALLS RETAIL CA LOCK BOX	641.69
163107	10/03/2012	KIRILL GLIADKOVSKY	32.13
163108	10/03/2012	GOOD HANDS CLEANERS	180.00
163109	10/03/2012	GOVERNET c/o BIBBY SERVICES	9,244.80
163110	10/03/2012	W. W. GRAINGER	641.87
163111	10/03/2012	GRAYBAR ELECTRIC CO.	135.96
163112	10/03/2012	GEORGE T. HALL	3,005.89
163113	10/03/2012	HILLYARD FLOOR CARE SUPPLY HILLYARD/LOS ANGELES	38.00
163114	10/03/2012	HOME DEPOT	3,311.34
163115	10/03/2012	HUMANSIZE	596.01
163116	10/03/2012	I2S, INC.	80.00
163117	10/03/2012	IRVINE PIPE & SUPPLY	4,645.32
163118	10/03/2012	IRVINE RANCH WATER DIST.	13,830.57
163119	10/03/2012	JOHNSTONE SUPPLY	1,373.74
163120	10/03/2012	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.	34.98
163121	10/03/2012	LAGUNA GRAPHIC ARTS, INC.	93.04

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Check Number	Check Date	Pay to the Order of	Check Amount
163122	10/03/2012	LAGUNA WOODS VILLAGE POTTERS	4,170.00
163123	10/03/2012	LAKESHORE LEARNING MATERIALS	73.59
163124	10/03/2012	CHIEF, LOC CDS	50.00
		Unpaid Sales Tax	3.88
		Expensed Amount	53.88
163125	10/03/2012	MC CALLUM GROUP, INC.	7,000.00
163126	10/03/2012	DAYLE McINTOSH CENTER FOR THE DISABLED	496.00
163127	10/03/2012	MEDIA EDUCATION FOUNDATION	157.77
		Unpaid Sales Tax	12.23
		Expensed Amount	170.00
163128	10/03/2012	MONTGOMERY HARDWARE	4,875.25
163129	10/03/2012	RJ COACHING AND CONSULTING RITA M. JONES	10,000.00
163130	10/03/2012	PACIFIC CLIPPINGS	59.00
163131	10/03/2012	PAYAM-E-ASHENA	250.00
163132	10/03/2012	JIM PHANEUF	161.97
163133	10/03/2012	PROGRESSIVE MEDICAL INT.	4,734.01
163134	10/03/2012	PYRAMID SCHOOL PRODUCTS	41.94
		Unpaid Sales Tax	3.25
		Expensed Amount	45.19
163135	10/03/2012	QUALITY OFFICE FURNISHINGS	884.61
163136	10/03/2012	REFRIGERATION SUPPLIES DIST.	1,208.04
163137	10/03/2012	RICOH USA, INC.	72.83
163138	10/03/2012	ROYAL PLYWOOD CO., LLC	1,017.80
163139	10/03/2012	S & B FOODS CATERING DIVISION	213.77
163140	10/03/2012	S & B FOODS CATERING DIVISION	307.25
163141	10/03/2012	S & S COMMUNICATIONS	107.53
163142	10/03/2012	SADDLEBACK GOLF CARS, INC.	1,347.25
163143	10/03/2012	SAFEWAY, INC.	17.93
163144	10/03/2012	SARGENT WELCH	901.52
163145	10/03/2012	SECURITAS SECURITY SVCS, USA	6,602.92
163146	10/03/2012	SEHI PROCOMP COMPUTER PRODUCTS	1,121.63
163147	10/03/2012	LOUIS SESSLER	322.17
163148	10/03/2012	J. A. SEXAUER	25.53
163149	10/03/2012	DANIEL SMITH, INC.	273.75
		Unpaid Sales Tax	21.22
		Expensed Amount	294.97
163150	10/03/2012	SO. ORANGE CO. COMM. COL.DIST	168.00
163151	10/03/2012	SOCCERKRAZE	4,915.85
163152	10/03/2012	SPECTRUM INDUSTRIES, INC.	3,046.39
163153	10/03/2012	SPECTRUM CHEMICAL MFG. CORP.	1,223.54
163154	10/03/2012	STAR MAINTENANCE SUPPLY	559.22
163155	10/03/2012	SUPERIOR PRESS	118.67
163156	10/03/2012	RECEIVABLES WIDGIX, LLC DBA	337.50
		SURVEYGIZMO	
163157	10/03/2012	TOTALLY CHOCOLATE	11.14
163158	10/03/2012	TOWN & COUNTRY GLASS	298.00
163159	10/03/2012	TRACE3, INC.	755.54
163160	10/03/2012	ARACELI TRUJILLO	50.00
163161	10/03/2012	TURF TIRE DISTRIBUTORS	188.13

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Check Number	Check Date	Pay to the Order of	Check Amount
163162	10/03/2012	UNISOURCE WORLDWIDE INC.	17,300.83
163163	10/03/2012	UNITED DIRECT MARKETING	658.00
163164	10/03/2012	VWR INTERNATIONAL, INC.	2,201.29
163165	10/03/2012	WALRUS MUSIC PUBLISHING	1,659.70
163166	10/03/2012	WARD'S NATURAL SCIENCE	86.02
163167	10/03/2012	WATERLINE TECHNOLOGIES POOL SUPPLY OF ORANGE COUNTY	1,010.16
163168	10/03/2012	WILMAD/LAB GLASS	354.26
163169	10/03/2012	WILSON SPORTING GOODS, INC	724.08
163170	10/03/2012	YALE CHASE MATERIALS HANDLING	737.87
163171	10/03/2012	DAVID YOUNG	34.00
163172	10/03/2012	SAFEWAY, INC.	567.83
163173	10/03/2012	RPM CONSULTANT GROUP	2,870.00
163174	10/03/2012	RGP PLANNING & DEVELOPMENT SERVICES	2,260.50
163175	10/03/2012	FHEG - SADDLEBACK BOOKSTORE STORE 296 MA 2961123	32,510.18
163176	10/03/2012	MICHAEL E. WILSON	11,254.00
163177	10/03/2012	YALE CHASE MATERIALS HANDLING	674.49
163178	10/03/2012	SHANNON YOSHINAGA	255.00
163179	10/04/2012	AT & T MOBILITY	57.80
163180	10/04/2012	AT & T MOBILITY	14.78
163181	10/04/2012	AT & T	61.89
163182	10/04/2012	AT & T	381.63
163183	10/04/2012	AT & T	65.31
163184	10/04/2012	AT & T	65.31
163185	10/04/2012	AT & T	65.31
163186	10/04/2012	AT&T	1,632.15
163187	10/04/2012	SOUTHERN CALIFORNIA EDISON CO.	3,839.04
163188	10/04/2012	XEROX CORPORATION	130.55
163189	10/04/2012	XEROX CORPORATION	4,595.23
163190	10/04/2012	AUCA LOS ANGELES	77.99
163191	10/04/2012	ARROWHEAD DRINKING WATER	40.93
163192	10/04/2012	BESAFE TECHNOLOGIES, INC.	738.15
163193	10/04/2012	BLICK ART MATERIALS	216.70
163194	10/04/2012	BULBTRONICS	54.32
163195	10/04/2012	CAL PRO SPORTS	735.23
163196	10/04/2012	CYPRESS COLLEGE CYPRESS COLLEGE WATER POLO	750.00
163197	10/04/2012	RAJANPAL DHILLON	10.19
163198	10/04/2012	FERGUSON ENTERPRISES INC #1350	43.10
163199	10/04/2012	FISHER SCIENTIFIC	3,043.94
163200	10/04/2012	FREEWAY AUTO SUPPLY	129.75
163201	10/04/2012	MC CALL PATTERNS	24.70
163202	10/05/2012	ACHRO/EEO ATTN: RUTH CORTEZ	200.00
163203	10/05/2012	CCCAOE RICH MABERY, EXECUTIVE SEC.	395.00
163204	10/05/2012	RUSSELL HAMILTON	458.70
163205	10/05/2012	WELLS FARGO #1606	1,305.64
163206	10/05/2012	WELLS FARGO #2078	5,762.35
163207	10/05/2012	WELLS FARGO #3317	1,604.57

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Checks Dated 09/05/2012 through 10/09/2012

Check Number	Check Date	Pay to the Order of	Check Amount	
			Unpaid Sales Tax	41.06
			Expensed Amount	1,645.63
163208	10/05/2012	THE WESTIN HOTEL LONG BEACH		446.47
163209	10/05/2012	WELLS FARGO #1606		1,278.36
163210	10/05/2012	WELLS FARGO #3317		1,365.94
163211	10/05/2012	ACHRO/EEO ATTN: RUTH CORTEZ		120.00
163212	10/05/2012	ACHRO/EEO ATTN: RUTH CORTEZ		120.00
163213	10/05/2012	ACHRO/EEO ATTN: RUTH CORTEZ		120.00
163214	10/05/2012	ACHRO/EEO ATTN: RUTH CORTEZ		120.00
163215	10/05/2012	ACHRO/EEO ATTN: RUTH CORTEZ		120.00
163216	10/05/2012	CASBO CASBO PROFESSIONAL DEVELOPMENT		205.00
163217	10/05/2012	CASBO CASBO PROFESSIONAL DEVELOPMENT		205.00
163218	10/05/2012	CASBO CASBO PROFESSIONAL DEVELOPMENT		205.00
163219	10/05/2012	CCCAOE RICH MABERY, EXECUTIVE SEC.		395.00
163220	10/05/2012	ROCKY CIFONE		337.36
163221	10/05/2012	BARBARA COX		113.00
163222	10/05/2012	MIROSLAVA MANCHIK		113.00
163223	10/05/2012	SAN ANTONIO MARRIOTT RIVERCTR		417.97
163224	10/05/2012	RICHMOND MARRIOTT		336.74
163225	10/05/2012	NCATC		395.00
163226	10/05/2012	NCPN NAT'L CAREER PATHWAYS NETWORK		540.00
163227	10/05/2012	ROSANN RIOS		95.00
163228	10/05/2012	ANTHONY TENG		113.00
163229	10/05/2012	LAURA ABRAMS		99.64
163230	10/05/2012	MARY ANSTADT		64.88
163231	10/05/2012	KHRISTINA AVALOS		7.49
163232	10/05/2012	JUANITA BALTIERRA		18.50
163233	10/05/2012	DENNIS GORDON		44.96
163234	10/05/2012	ESTER GRAHAM		41.46
163235	10/05/2012	W. W. GRAINGER		6,205.39
163236	10/05/2012	GEORGINA GUY		96.75
163237	10/05/2012	ERIC HILDEN		120.27
163238	10/05/2012	EFAX CORPORATE c/o J2 GLOBAL, INC.		307.62
163239	10/05/2012	PIPS C/O KEENAN & ASSOCIATES		154,247.83
163240	10/05/2012	DAVIT S. KHACHATRYAN,		80.59
163241	10/05/2012	TAMARA KING		129.00
163242	10/05/2012	KRATOS HBE		620.15
163243	10/05/2012	NICOLE LOFTUS		140.10
163244	10/05/2012	TEDDI LORCH		45.82
163245	10/05/2012	LORI MANGELS		134.87
163246	10/05/2012	JENNIFER MC GEE		100.00
163247	10/05/2012	DAYLE McINTOSH CENTER FOR THE DISABLED		124.00
163248	10/05/2012	MC KESSON MEDICAL SURGICAL		1,344.20
163249	10/05/2012	BRETT MICKELSON		275.33
163250	10/05/2012	MILLENNIUM BUSINESS SERVICES Marty Cohn		130.38
163251	10/05/2012	SALLIE MILLER		225.00

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Check Number	Check Date	Pay to the Order of	Check Amount
163252	10/05/2012	ANNA MINNIECE	66.60
163253	10/05/2012	OC REGISTER COMMERCIAL BILLING	198.00
163254	10/05/2012	OCE-IMAGISTICS	1,121.26
163255	10/05/2012	ORDWAY SIGN SUPPLY	828.62
163256	10/05/2012	ORKIN PEST CONTROL 711	2,250.00
163257	10/05/2012	VICTORIA ORLICH	105.18
163258	10/05/2012	JOHN OZUROVICH	74.49
163259	10/05/2012	LA NELL PEEBLES	14.99
163260	10/05/2012	SOKHA SONG	100.18
163261	10/05/2012	TIFFANY TRAN	65.05
163262	10/05/2012	TASHA TRANKIEM	44.96
163263	10/05/2012	ALPHA FACILITIES SOLUTIONS	4,160.00
163264	10/05/2012	LEE ARMSTRONG CO., INC.	16,643.25
163265	10/05/2012	BERGMAN & ALLDERDICE	32,550.00
163266	10/05/2012	C.E.M. LAB CORP. CIVIL ENGINEERING MATERIAL LAB	38,914.00
163267	10/05/2012	CRESCENT STAFFING, INC.	18,200.00
163268	10/05/2012	ENAMIX, INC.	6,022.50
163269	10/05/2012	FACILITIES PLANNING & PROGRAM SERVICES, INC	23,632.45
163270	10/05/2012	GARTNER GROUP, INC.	15,900.00
163271	10/05/2012	GKKWORKS	759.32
163272	10/05/2012	HAITBRINK ASPHALT PAVING, INC.	3,200.00
163273	10/05/2012	HALL & FOREMAN, INC.	1,000.00
163274	10/05/2012	JOYCE INSPECTION & TESTING	5,376.00
163275	10/05/2012	LIONAKIS	107,533.16
163276	10/05/2012	MC CARTHY BUILDING COMPANIES	50,340.00
163277	10/05/2012	SYNERGY SOFTWARE SOLUTIONS	6,972.00
163278	10/05/2012	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES	1,980.00
163279	10/05/2012	NIMBLE CONSULTING	10,750.00
163280	10/05/2012	PARSONS BRINCKERHOFF, INC.	16,756.03
163281	10/05/2012	RGP PLANNING & DEVELOPMENT SERVICES	13,431.84
163282	10/05/2012	STUTZ ARTIANO SHINOFF & HOLTZ A.P.C.	6,605.16
163283	10/05/2012	XELLERATION	2,175.00
163284	10/08/2012	XEROX CORPORATION	712.78
163285	10/08/2012	XEROX CORPORATION	17,070.26
163286	10/09/2012	LIDS TEAM SPORTS	605.89
163287	10/09/2012	GALLS INC. %GALLS RETAIL CA LOCK BOX	888.77
163288	10/09/2012	GAYLORD BROTHERS, INC.	58.30
		Unpaid Sales Tax	3.66
		Expensed Amount	61.96
163289	10/09/2012	GEOPRIME EARTH MATERIALS	199.91
163290	10/09/2012	GETTY IMAGES, INC.	2,500.00
163291	10/09/2012	GOLF VENTURES WEST	679.53
163292	10/09/2012	GOODWILL INDUSTRIES OF ORANGE COUNTY	1,855.00
163293	10/09/2012	W. W. GRAINGER	65.02
163294	10/09/2012	S. GRONER ASSOCIATES INC	20,000.00
163295	10/09/2012	GYROTONIC	2,810.30
163296	10/09/2012	HAAKER EQUIPMENT COMPANY	788.39

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Check Number	Check Date	Pay to the Order of	Check Amount
163297	10/09/2012	CHRIS HOGSTEDT	81.43
163298	10/09/2012	HOIST SERVICE, INC.	1,859.91
163299	10/09/2012	JIM'S MUSIC CENTER, INC.	924.50
163300	10/09/2012	K-LOG COMPANY	136.32
		Unpaid Sales Tax	10.56
		Expensed Amount	146.88
163301	10/09/2012	KE DESIGNS	5,625.00
163302	10/09/2012	KAREN KELLEY	6.47
163303	10/09/2012	KINA, MORITAKA	240.00
163304	10/09/2012	LAGUNA GRAPHIC ARTS, INC.	219.11
163305	10/09/2012	LAURA'S INT PLANTSCAPE SERV	200.00
163306	10/09/2012	LAWNMOWERS ETC., LLC	294.31
163307	10/09/2012	MACIAS, GINI & O'CONNELL, LLP	13,990.07
163308	10/09/2012	MAIN GRAPHICS	1,900.59
163309	10/09/2012	MARKERTEK VIDEO SUPPLY 1 TOWER DRIVE	7.27
163310	10/09/2012	MC FADDEN-DALE INDUSTRIAL HARDWARE LLC	274.22
163311	10/09/2012	MC KESSON MEDICAL SURGICAL	4,593.19
163312	10/09/2012	McMASTER CARR SUPPLY CO.	272.85
163313	10/09/2012	MICRO CENTER A/R	290.82
163314	10/09/2012	MOULTON-NIGUEL WATER DIST.	14,671.49
163315	10/09/2012	NORTH STATE ENVIRONMENTAL	1,190.54
163316	10/09/2012	ORANGE CO. FARM SUPPLY	668.27
163317	10/09/2012	ORKIN PEST CONTROL 711	2,159.00
163318	10/09/2012	LOCKERS.COM	1,089.77
163319	10/09/2012	HEALTH DIMENSIONS	3,600.00
163320	10/09/2012	ACSIG/EDGE	142,899.50
163321	10/09/2012	ACSIG/EDGE	44,218.30
163322	10/09/2012	HYATT LEGAL	7,453.40
163323	10/09/2012	PRUDENTIAL INSURANCE COMPANY OF AMERICA	27,426.26
163324	10/09/2012	PRUDENTIAL INSURANCE COMPANY OF AMERICA	15,300.68
163325	10/09/2012	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	1,294,800.00
163326	10/09/2012	UNUM LIFE INSURANCE COMPANY	2,956.60
163327	10/09/2012	UNUM LIFE INSURANCE COMPANY	1,246.65
163328	10/09/2012	UNITED BEHAVIORAL HEALTH U.S. BEHAVIORAL HEALTH PLAN	3,209.43
163329	10/09/2012	ACSIG/EDGE	21,100.13
163330	10/09/2012	ACSIG/EDGE	5,197.58
163331	10/09/2012	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	332,154.00
163332	10/09/2012	KATE FUENTES	25.00
163333	10/09/2012	STEPHEN HENKLE	200.00
163334	10/09/2012	TYLER HOUGLAND	150.00
163335	10/09/2012	THOMAS D. KOENIG	50.00
163336	10/09/2012	KELVIN MOTA	130.00
163337	10/09/2012	ALLISON WHITE	30.00
163338	10/09/2012	TREVOR WHYTE	25.00
163339	10/09/2012	KELLY WRIGHT	30.00
163340	10/09/2012	SIRSI CORPORATION	62,676.32
163341	10/09/2012	AAA ACCESS SMOG	50.00
163342	10/09/2012	ADVANTAGE MARKETING ADM GROUP INC.	3,669.11

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

ESCAPE ONLINE

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Checks Dated 09/05/2012 through 10/09/2012

Check Number	Check Date	Pay to the Order of	Check Amount
163343	10/09/2012	AGILE SPORTS TECHNOLOGIES	780.00
		Unpaid Sales Tax	60.46
		Expensed Amount	840.46
163344	10/09/2012	AGUINAGA GREEN, INC.	202.57
163345	10/09/2012	AIR SOURCE INDUSTRIES, INC.	25.20
163346	10/09/2012	ARC AMER. REPROGRAPHICS CO.	180.25
163347	10/09/2012	LEE ARMSTRONG CO., INC.	985.00
163348	10/09/2012	ARS ENTERPRISES	2,992.50
163349	10/09/2012	BAKER & TAYLOR	264.10
163350	10/09/2012	MARGUERITE BEAL	105.00
163351	10/09/2012	DENISE BLAIR	315.00
163352	10/09/2012	BLICK ART MATERIALS	373.53
163353	10/09/2012	BRAVO SIGN & DESIGN	1,421.26
163354	10/09/2012	BUTLER CHEMICALS, INC.	69.77
163355	10/09/2012	CAL PRO SPORTS	653.63
163356	10/09/2012	CAPT BUSINESS OFFICE	11.00
163357	10/09/2012	CDW GOVERNMENT, INC.	9,286.49
163358	10/09/2012	ROSALBA CERVANTES	630.00
163359	10/09/2012	CLARK SECURITY PRODUCTS INC.	910.21
163360	10/09/2012	COMPUTERLAND	434.93
163361	10/09/2012	CONTRACT PAPER GROUP, INC.	4,578.95
163362	10/09/2012	CR&R	1,358.00
163363	10/09/2012	JOANNE DE MARCHI	26.37
163364	10/09/2012	DEMCO INC.	107.62
163365	10/09/2012	DASS LLC	243.36
		Unpaid Sales Tax	14.91
		Expensed Amount	258.27
163366	10/09/2012	DUNN-EDWARDS CORPORATION	237.05
163367	10/09/2012	EBERHARD EQUIPMENT	220.04
163368	10/09/2012	ESSENCE ENTERTAINMENT	275.00
163369	10/09/2012	FACILITIES PLANNING & PROGRAM SERVICES, INC	2,470.00 *
Cancelled on 10/09/2012. Cancel Register # AP16092012F			
163370	10/09/2012	FERGUSON ENTERPRISES INC #1350	200.62
163371	10/09/2012	FISHER SCIENTIFIC	1,626.14
163372	10/09/2012	JENNIFER FOROUZESH	22.28
163373	10/09/2012	FRY'S ELECTRONICS	284.08
163374	10/09/2012	THE EMBROIDERY STORE	480.03
163375	10/09/2012	DAIRY DEPOT	103.45
163376	10/09/2012	DYNACON	450.00
163377	10/09/2012	FACILITIES PLANNING & PROGRAM SERVICES, INC	2,470.00
Total Number of Checks			1,250
			9,810,528.93

Includes checks for only Bank Account COUNTY

	Count	Amount
Cancel	8	11,813.05
Net Issue		9,798,715.88

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

ESCAPE ONLINE

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Checks Dated 09/05/2012 through 10/09/2012

Check Number	Check Date	Pay to the Order of	Check Amount
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Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	1,130	6,601,625.39
12	Child Development Fund	18	5,232.74
40	Capital Outlay Fund	78	2,470,383.29
68	Self-Insurance Fund	8	17,054.19
71	Retiree Benefit Fund	8	708,433.41
Total Number of Checks		1,242	9,802,729.02
Less Unpaid Sales Tax Liability			4,013.14
Net (Check Amount)			9,798,715.88

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

ESCAPE ONLINE

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Checks Dated 09/05/2012 through 10/09/2012

Check Number	Check Date	Pay to the Order of	Check Amount
010511	09/14/2012	KAYLAA FOX	330.75
010512	09/14/2012	ESTELLA GARRISON	48.54
010513	09/14/2012	GOODWILL INDUSTRIES OF ORANGE COUNTY	1,170.00
010514	09/14/2012	OC REGISTER COMMERCIAL BILLING	600.00
010515	09/14/2012	OFFICEMAX CONTRACT INC.	166.43
010516	09/14/2012	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	32.80
010517	09/14/2012	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	77.50
010518	09/14/2012	SOUTHWEST OFFSET PRINTING CO.	18,987.13
010519	09/14/2012	XEROX CORPORATION	537.93
010520	09/21/2012	LINDA WOOD	26.88
010521	09/21/2012	FELIPE MENDOZA	150.00
010522	09/28/2012	COHEN-NAGLESTAD ENTERPRISES LLC	433.50
010523	09/28/2012	EDUCATION TO GO	2,863.50
010524	09/28/2012	S & S WORLDWIDE ACCOUNTS RECEIVABLE	98.12
010525	10/05/2012	COHEN-NAGLESTAD ENTERPRISES LLC	282.00
010526	10/05/2012	EDUCATION TO GO	1,140.50
010527	10/05/2012	INCREDIFLIX, INC.	931.50
010528	10/05/2012	INSIGHT SYSTEMS GROUP, INC.	468.92
010529	10/05/2012	NANCY Y. LARRAGOITI	49.00
010530	10/05/2012	OC REGISTER COMMERCIAL BILLING	100.00
Total Number of Checks			20
			28,495.00

Includes checks for only Bank Account SC-CMED

Fund Summary

Fund	Description	Check Count	Expensed Amount
09	SC Community Education Fund	20	28,495.00
Total Number of Checks		20	28,495.00
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			28,495.00

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

ESCAPE ONLINE

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Checks Dated 09/05/2012 through 10/09/2012

Check Number	Check Date	Pay to the Order of	Check Amount
009036	09/05/2012	ADVANCED TUTORING AMANDA CLICK	13,899.60
009037	09/05/2012	WELLS FARGO #1606	149.00
009038	09/14/2012	NANCY TSCHIDERER	30.00
009039	09/17/2012	NR COMPUTER LEARNING CENTER	4,108.80
009040	09/17/2012	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	9,628.65
009041	09/17/2012	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	29,540.67
009042	09/17/2012	TEACH ME HELP ME EDUCATIONAL IOAN ELVIS SERSEA	516.00
009043	09/28/2012	SUPERIOR PRESS	58.26
009044	10/05/2012	ACADEMIC CHESS C/O ADAM BRODY	2,325.00
009045	10/05/2012	EDUCATION TO GO	782.50
009046	10/05/2012	INCREDIFLIX, INC.	4,797.00
Total Number of Checks			11
			<u>65,835.48</u>

Includes checks for only Bank Account IVC-CMED

Fund Summary

Fund	Description	Check Count	Expensed Amount
07	IVC Community Education Fund	11	65,835.48
Total Number of Checks		11	65,835.48
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			<u>65,835.48</u>

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

Page 1 of 1

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
October 29, 2012

IRVINE VALLEY COLLEGE

Gift	Donated By:
Concrete and mosaic table and 3 benches	IVC Classified Senate-Green Alternatives Committee 5500 Irvine Center Drive Irvine, California 92618
Flagstone rock	Dean LeBean 3317 W. Faircrest Drive Anaheim, California 92804
Books	Christine Bucklin 5796 Corporate Avenue Cypress, California 90630
Books	Suannie Eustaduo P.O. Box 3078 Laguna Hills, California 92654

SADDLEBACK COLLEGE

Gift	Donated By:
74 Hardbacks, 310 Paperbacks and 7 CDs	Dr. Jason Fenton 7 Windy Hill Lane Laguna Hills, California 92653
74 Hardbacks and 381 Paperbacks	Tony Garcia 27121 Pacific Height Dr. Mission Viejo, CA 92692
176 Hardbacks and 93 Paperbacks	Dr. Sarkis Khoury 16780 Lake Knoll Parkway Riverside, CA 92503
Electric Type Writer	Katie Nguyen 1 Seacountry Lane Las Flores, CA 92688
Dress Form	Kelly Vanderwarker 58 Cantata Drive Mission Viejo, CA 92692

**DONATIONS
October 29, 2012**

Art Books & DVD's	James Swinden 18881 Von Karman Irvine, CA 92612
9 Hardbacks and 109 Paperbacks	Gary Springer 53 Promontory Pk. Aliso Viejo, CA 92656
3 Hardbacks, 1 Paperback and 40 Issues of Communication Arts Magazine	Lauren Krauss 4313 Apricot Dr. Irvine, CA 92618
440 Hardbacks, 536 Paperbacks, 277 Pieces of Sheet Music and 488 Music Journal Issues	George Schuetze 16 Pienza Laguna Niguel, CA 92677
3 Hardbacks and 26 Paperbacks	Cheryl Altman 102 Arista San Clemente, CA 92673

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: September/October 2012 Contracts

ACTION: Ratification

BACKGROUND

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

CONTRACTOR NAME**CONTRACT AMOUNT**

Nurse 2 License Agreement – To purchase software licenses for the Health Department. Saddleback College	\$59,040.00
Nuventive, LLC Amendment to Software License Agreement – To provide TracDat Software that will integrate with Microsoft SharePoint. District Services	\$35,963.50
Mike Brown Grandstands, Inc. Agreement – To provide grandstands on hillside for football stadium. Saddleback College	\$29,000.00
Computerland of Silicon Agreement – For Adobe Design and Web License Renewals. Irvine Valley College	\$24,489.42
Medical Billing Technologies, Inc. Program Agreement – Prepare analysis and annual strategic planning, and incorporate best practices to optimize reimbursement opportunities through the Medi-Cal Administrative Activities Program and by linking students and families to health insurance, outreach, application	\$18,000.00

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

facilitation, referrals, monitoring and coordinating of health services. Irvine Valley College	
AG Construction Agreement – Repair ceiling and walls in building B100 and build new hallway door. Irvine Valley College	\$16,049.28
Vital Link Consultant Agreement – Oversee, organize and coordinate 2 Career Days and Job Fair for the Career Technical Education Transitions Grant and CTE Collaborative activities. Saddleback College	\$15,000.00
Presto Sports Application Services Agreement – To provide software and licensee access for athletics. This will allow statistics/data to be shared statewide. Saddleback College	\$12,000.00
Tustin Unified School District Consultant Agreement – To provide counseling support to Early College students at Beckman and Tustin High Schools between 8/28/12 and 6/30/13. Irvine Valley College	\$11,000.00 (Revenue to College)
Yosemite Community College District Child Development Training Consortium Agreement – To prepare and submit all required reports in coordination of consortium activities and attend mandatory meetings and inform child development department of program requirements and components specific to the campus. Saddleback College	\$10,000.00
Quick Caption Consultant Agreement – To provide academic captioning and captioning equipment. Saddleback College	\$10,000.00
Market Based Solutions Agreement – Assist in calculating the annual Emission Reduction Targets for the South Coast Air Quality Management District. Irvine Valley College	\$7,844.89
Essence Entertainment Consultant Agreement – To provide Dance Department	\$7,500.00

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

technicians for the FY 2012-2013 season beginning July 1, 2012. Irvine Valley College	
Vital Link Consultant Agreement – Oversee, organize and coordinate Job Shadow Day for the Career Technical Education Collaborative Grant activity. Saddleback College	\$7,284.00
Vicenti, Lloyd, Stutzman, LLP Agreement – To provide investigation services. District Services	\$7,000.00
Gresham Savage Nolan & Tilden Agreement Amendment – To provide additional legal and investigative services. District Services	\$7,000.00
Mike Brown Grandstands, Inc. Agreement – Rental of 500 temporary seats added to the campus East Side located at the Football Stadium for home side, to be reimbursed by Santa Margarita Catholic High School. Saddleback College	\$6,600.00
Williams Recordings Consultant Agreement – For recording of the Music Department performances. Irvine Valley College	\$15,000.00
Sheraton Grand Sacramento Hotel Agreement Amendment No. 1 – To add additional rooms and meals for event on October 25, 2012. The total revised contract amount is \$5,560.00 Irvine Valley College	\$2,688.00
Essence Entertainment Consultant Agreement – To provide musicians for the FY 2012/2013 Theatre season beginning July 1, 2012. Irvine Valley College	\$5,000.00
R2A Architecture Work Authorization Agreement – To provide schematic design plans for the relocation of Student Payment Services and Veterans' Payment Services. Saddleback College	\$5,000.00

Essence Entertainment Consultant Agreement – To provide musicians for the 2012/2013 concert season beginning September 24, 2012. Irvine Valley College	\$5,000.00
Penn Corporate Relocation Services Agreement – To provide disassembly and reassembly of six work stations from Student Services Center to Village 8 on October 22, 2012. Saddleback College	\$4,550.13
Empire Building & Environmental Services Agreement - To provide labor, supplies and materials to hand dust approximately 45,000 library books. Saddleback College	\$4,500.00
Sheraton Cerritos Hotel Agreement Amendment No. 1 – To add additional rooms and meals at an additional cost.. The revised contract amount is \$11,394.87. Saddleback College	\$4,294.00
Moritaka Kina Consultant Agreement – To provide tuning of the Steinway pianos at the Music Department. Irvine Valley College	\$3,200.00
Jared Scott Consultant Agreement – To provide the tuning of pianos and harpsichords in the Music Department. Irvine Valley College	\$2,500.00
Material Connexion Agreement – To provide innovative materials for design work and data base access. ATEP	\$2,586.00
Coast Fitness Repair Shop Agreement – To provide preventative maintenance on exercise equipment in the Fitness Center. Saddleback College	\$2,400.00
Laura's Interior Plant Service Consultant Agreement – Maintain plants for the Performing Arts Center beginning July 1, 2012. Irvine Valley College	\$2,400.00

Tod Kubo Consultant Agreement – Guest Artist Choreographer at the Dance Department on November 30, 2012. Irvine Valley College	\$2,380.00
The American National Red Cross Authorized Provider Agreement – Will ensure students are eligible to receive their American Red Cross certification card when enrolling in Health II classes. Irvine Valley College	\$2,200.00
Coast Fitness Repair Shop Agreement – To provide preventative maintenance on equipment in the Life Fitness Center. Irvine Valley College	\$2,000.00
Dr. Lucinda Carver Consultant Agreement – To perform at the Guest Artist Piano Concert on September 29, 2012. Irvine Valley College	\$2,000.00
Bridges Transitions Co. Site Licensing Agreement – To renew contract for FY 2012-2013 software. Irvine Valley College	\$1,850.00
Health Dimensions Corporation Agreement – To provide management services for the health events in 2013, 2014, & 2015 at Saddleback College. District Services	\$1,800.00
Health Dimensions Corporation Agreement – To provide management services for the health events in 2013, 2014, & 2015 at Irvine Valley College District Services	\$1,800.00
Sonia Lee Consultant Agreement – Guest artist for the Music Department Keyboard performance on November 1, 2012. Irvine Valley College	\$1,500.00
Kellan Miller Consultant Agreement – To provide musician services for 4 technical rehearsals and 12 performances of student production of “Spring Awakening”. Saddleback College	\$1,040.00

Aiden Ely Consultant Agreement – Keynote speaker for the CA Career Café Workshop on October 22, 2012. Irvine Valley College	\$1,000.00
Edward Eien Consultant Agreement – To provide stage crew supervision for the Dance Benefit on August 6, 2012 to August 10, 2012. Irvine Valley College	\$625.00
Curtis Berak Consultant Agreement – To provide piano and harpsichord tuning for the Fine Arts Department. Beginning September 6, 2012. Irvine Valley College	\$450.00
Backhausdance Consultant Agreement – Present a Master Dance class to the French exchange dance students, in August 2012. Irvine Valley College	\$300.00
Tamsin Carlson Consultant Agreement – Presenter of “New Choreographic Landscapes” as a Master Dance Class beginning August 6, 2012. Irvine Valley College	\$125.00
Saddleback Valley Unified School District Memorandum of Understanding – To provide opportunity for academically qualified high school students to complete the Intersegmental General Education Course Certification and transfer to one of the UC or CSU campuses with almost two years worth of transferrable college credit. Irvine Valley College	\$0.00
Paloma Medical Group Agreement – To provide clinical/internship experience to enhance student experiences in the Health Sciences program. Saddleback College	\$0.00
Orange Coast Women's Medical Group Agreement – To provide clinical/internship experience to enhance student experiences in the Health Sciences program. Saddleback College	\$0.00

Orange County Department of Education Memorandum of Understanding – To establish a formal working relationship which will govern the Paraprofessional Teacher Training Program. District Services	\$0.00
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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: Saddleback College and Irvine Valley College: 2013-14 Faculty Hiring

ACTION: Approval

BACKGROUND

Saddleback College and Irvine Valley College are dedicated to serving the educational needs of their students and communities. The colleges best serve constituents by providing quality lower-division, transfer, career technical, basic skills, and community education courses. A high priority in advancing the missions of Saddleback College and Irvine Valley College is to increase the number of qualified full-time faculty at both colleges.

STATUS

Through the collegial consultation processes at Saddleback College and Irvine Valley College, new and replacement full-time faculty positions have been prioritized. The college presidents have reviewed the recommendations and present them to the Board for approval as Exhibits A and B.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the announcement of positions and recruitment of new full-time faculty shown on Exhibits A and B, contingent upon funding, at Saddleback College and Irvine Valley College, for the 2013-2014 academic year.

Saddleback College
 Full-Time Faculty Request List
 2013-2014 Academic Year

Division	Academic Discipline	Tenure Status	Position Type	Faculty Type
Advanced Tech. and Applied Science	Automotive	Tenure-Track	Replacement (Deeter)	Classroom
Advanced Tech. and Applied Science	Culinary Arts	Tenure-Track	New	Classroom
Advanced Tech. and Applied Science	Environmental Science	Tenure-Track	New	Classroom
Advanced Tech. and Applied Science	Graphic Design	Tenure-Track	New	Classroom
Advanced Tech. and Applied Science	Manufacturing	Tenure-Track	Replacement (Patton)	Classroom
Business Science and EWD	Accounting	Tenure-Track	New	Classroom
Business Science and EWD	Business	Tenure-Track	Replacement (Newell)	Classroom
Business Science and EWD	Business	Tenure-Track	New	Classroom
Business Science and EWD	Computer and Inform. Mgmt.	Tenure-Track	Replacement (Gillay)	Classroom
Business Science and EWD	Real Estate Instructor	Tenure-Track	New	Classroom
Counseling Services	Career/Generalist Counselor	Tenure-Track	New	Non-Classroom
Emeritus Institute	Kinesiology	Tenure-Track	Replacement (Cline)	Classroom
Fine Arts and Media Technology	Art	Tenure-Track	Replacement (Riley)	Classroom
PE/Kinesiology and Athletics	Kinesiology	Tenure-Track	Replacement (Hodges)	Classroom
Health Science and Human Services	Health Information Technology	Tenure-Track	New	Classroom
Health Science and Human Services	Nursing	Tenure-Track	Replacement (Brewington)	Classroom
Health Science and Human Services	Nursing	Tenure-Track	New	Classroom
Health Science and Human Services	Nursing	Tenure-Track	New	Classroom
Liberal Arts	English Composition	Tenure-Track	Replacement (Ahearn)	Classroom
Liberal Arts	English Composition	Tenure-Track	Replacement (Clark)	Classroom
Liberal Arts	English as a Second Language	Tenure-Track	New	Classroom
Mathematics Science and Engineering	Biology	Tenure-Track	New	Classroom
Mathematics Science and Engineering	Chemistry	Tenure-Track	Replacement (Abrams)	Classroom
Mathematics Science and Engineering	Computer Science	Tenure-Track	Replacement (Carroll)	Classroom
Mathematics Science and Engineering	Mathematics	Tenure-Track	New	Classroom
Social and Behavioral Science	Sociology	Tenure-Track	New	Classroom
Transfer, Career, and Special Programs	Learning Disabilities Specialist	Tenure-Track	New	Non-Classroom

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
POSITION REQUEST LIST: IRVINE VALLEY COLLEGE
FACULTY HIRING FOR 2013-2014 ACADEMIC YEAR**

Priority	Discipline/Emphasis	Replacing	New Position
1	Librarian	Jayne Sinegal	
2	Computer Information Management		X
3	Speech		X
4	Biology	Chris Riegle	
5	Accounting		X
6	Chemistry		X
7	English: Developmental Writing	Brooke Choo	
8	History		X
9	Special Services – Learning Disabled		X
10	Japanese	Francisco Marmolejo	
11	Counseling (International)		X
12	Mathematics	Terry Barbee	
13	Biology		X
14	Economics		X
15	Chemistry	Walter Floser	
16	Psychology		X
17	Mathematics		X
18	Sign Language	Daniel Rivas	
19	Management		X
20	Biology		X

 Vice President of Instruction Date

 College President Date

 Academic Senate President Date

 Chancellor Date

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Sciences Building Preconstruction Services Agreement

ACTION: Approval

BACKGROUND

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

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

The Preconstruction Services Agreement is intended as phase I of this potentially two phase process and is for the purpose of providing value design services work, constructability review, phasing and estimating services associated with Saddleback College Sciences building construction documents and in anticipation of entering into Lease/Leaseback Agreements after successful completion of the Preconstruction efforts.

STATUS

On June 13, 2012, staff placed an advertisement for the Request for Qualifications for Lease/Leaseback Services in the Orange County Register for two consecutive weeks. Additionally, all information was posted on the Bid section of the District web site. Eleven firms provided responses on June 27, 2012. The selection committee identified five firms for interviews held on July 19, 2012, and three of those firms were selected to provide proposals: Bernards, C.W. Driver, and McCarthy. A Proposal Evaluation Matrix was provided to each proposer prior to receipt of proposals and the selection committee used this matrix to assess each of the proposals for best value (Exhibit A). The selection committee's evaluation was provided to Saddleback College and the college and district staff recommends the Board of Trustees approve C.W. Driver for the Preconstruction Services Agreement (Exhibit B) for a fee of \$145,175 in anticipation of and with no obligation for awarding them the Lease/Leaseback contracts.

Baseline costs provided by all three proposers for the construction of the Saddleback College Sciences building had a less than 1.3% differential between highest and lowest proposals. All three proposals were over budget by no less than 24%. Legal Counsel has reviewed the recommended Preconstruction Services Agreement. The scope of work includes an effort to reduce the project cost to within the Board approved budget.

Funds for these services are available in the project budget which is \$59,050,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Preconstruction Services Agreement (Exhibit B) for Saddleback College Sciences Building with C.W. Driver for \$145,175.

SUMMARY Proposal Evaluation Matrix for Saddleback College Science Building

Exhibit A

Description	Available Points	% Value	Bernards	CW Driver	McCarthy
Cost of Work	Cost of Work Analysis	200			
	Baseline Construction Cost		100	85	90
	Fee as a % of Construction Cost		85	100	90
	Subtotal of Cost Work Analysis		185	185	180
	Reviewer #1				
	Subtotal from Cost of Work Analysis above	200	185	185	180
Competence, Qualifications and Submittal Requirements		200	103	137	158
Reviewer # 1 TOTAL			288	322	338
	Reviewer #2				
	Subtotal from Cost of Work Analysis above	200	185	185	180
Competence, Qualifications and Submittal Requirements		200	125	180	180
Reviewer # 2 TOTAL			310	365	360
	Reviewer #3				
	Subtotal from Cost of Work Analysis above	200	185	185	180
Competence, Qualifications and Submittal Requirements		200	140	190	180
Reviewer # 3 TOTAL			325	375	360
	Reviewer #4				
	Subtotal from Cost of Work Analysis above	200	185	185	180
Competence, Qualifications and Submittal Requirements		200	150	191	187
Reviewer # 4 TOTAL			335	376	367
TOTAL SCORE			1258	1438	1425

AGREEMENT—SCIENCES BUILDING, PRECONSTRUCTION SERVICES, SADDLEBACK COLLEGE

This Preconstruction Services Agreement ("Agreement") is entered into by South Orange County Community College District, a California community college district duly organized and validly existing under the Constitution and laws of said State of California (hereinafter the "District"), and C.W. Driver, a corporation (hereinafter the "Consultant"), as of October 30, 2012, 2012 ("Effective Date"), for the purposes of providing value design service work, constructability review, phasing and estimating services associated with construction documents and plans (collectively, "Plans and Specifications") for the construction of the Sciences Building Project to be located at the District's Saddleback College campus (hereinafter "Project").

WHEREAS, Consultant and District desire to enter into a lease-leaseback arrangement for the construction of the Project pursuant to Education Code section 81330 *et seq.*, and anticipate entering into one or more lease-leaseback agreement documents in the future ("Lease-Leaseback Agreement Documents");

WHEREAS, Education Code section 81332 states that the District must have approved the Plans and Specifications for the Project prior to entering into the Lease-Leaseback Agreement Documents;

WHEREAS, Consultant desires to provide consulting services regarding the design of the Project, including a constructability review and value engineering work, estimating, planning and phasing services associated with the anticipated construction of the Project, and review of the Plans and Specifications in conjunction with Dougherty and Dougherty ("Architect");

WHEREAS, District and Architect entered into that certain "Architectural Services Agreement", dated March 1, 2011, ("Architect Agreement"), pursuant to which Architect agreed to design the Project;

WHEREAS, Consultant, in conjunction with Architect has the knowledge and experience necessary to prepare the Plans and Specifications and otherwise perform constructability review and value engineering work;

WHEREAS, the parties acknowledge that the Consultant and District may, at a later date, negotiate and approve Lease-Leaseback Agreement Documents which would utilize a guaranteed maximum sum(s) equal to the entire construction budget for the Project, and which guaranteed maximum sum(s) will not include the fee provided herein.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – CONSULTANT'S BASIC SERVICES AND RESPONSIBILITIES

1. The Consultant's services shall consist of those services performed by the Consultant, Consultant's employees and Consultant's consultants as enumerated in Article II of this Agreement.

2. Relationship of Consultant to Other Project Participants. Consultant's services hereunder shall be provided in conjunction with contracts between the District and: (a) the Architect; (b) the Inspector; (c) Test/Inspection Service Providers; and (e) others providing services in connection with construction of the Project. The Architect is responsible for the adequacy and sufficiency of the Project design and the contents of Design Documents for the Project. The Architect shall perform its duties in accordance with its contract(s) with the District. Except as expressly set forth herein, neither this Agreement, nor Consultant's rendition of services hereunder shall be deemed Consultant's assumption of responsibility for the adequacy or sufficiency of the Project design or the Design Documents for the Project, which are and remain that of the Architect.

3. 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. Consultant shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.

4. Key Individual Assignments. The Consultant has been selected to perform the work herein because of the skills and expertise of key individuals. The Consultant shall designate Bruce Curry as Project Executive, Dave McGlothlin as Senior Project Manager, and Robert Shafer, Vice President of Estimating. So long as their performance continues to be acceptable to the District, these named individuals 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 Consultant's firm that will be associated with the Project

ARTICLE II – SCOPE OF CONSULTANT'S SERVICES

1. The Consultant's services include those described in this Article, and in general, all those necessary to produce accurate Plans and Specifications.

2. Consultant shall provide a written preliminary evaluation of the Project and schedule requirements. Such evaluation shall include alternative approaches to design and construction of the Project. Consultant shall provide a preliminary Project schedule ("Project Schedule") for review and approval by the District. The Project Schedule shall include all activity sequences and durations, construction phasing, milestone

dates including estimating, bidding and submittal of the guaranteed maximum price proposal, constructability review and value engineering work, and delivery of materials or equipment requiring long-lead time procurements. The Project Schedule shall be prepared with the most recent edition of commercially available software designed specifically for the scheduling of construction projects and which utilizes the critical path method of scheduling. The Project Schedule shall be updated monthly and all changes from previous schedules must be indicated on the revised Project Schedule.

3. Consultant shall attend weekly Project coordination meetings and workshops during Project development for the Project, commencing upon Effective Date and continuing until execution of the Lease-Leaseback Agreement Documents or earlier termination of this Agreement, between District's representative(s), and other Consultants of the District as required. Consultant shall make formal presentations to the governing board of District, if required.

4. Consultant shall provide a detailed cost estimate for the Construction Budget with supporting data, for review and approval by the District. The Consultant's Estimate of Construction Costs shall be based upon the current market conditions. The cost estimate shall identify all costs for the Project, including all trades and unit costs. Consultant shall also identify all allowances, contingencies, General Condition costs and fees. All fees are to be represented by either fixed amounts and shall exclude all pre-construction services. If any cost estimate submitted to the District exceeds previously approved estimates for the Construction Budget, the Consultant shall make appropriate recommendations to the District. Consultant shall consider sustainability and LEED Gold certification and operating or maintenance costs when recommending systems modifications for the District.

5. The duties, responsibilities and limitations of authority of the Consultant shall not be restricted, modified or extended without written agreement between the District and Consultant other than through the Construction Services Agreement and the Lease-Leaseback Agreement Documents which will be entered into at a later time.

6. District shall not be responsible to Consultant for any claims or damages resulting from District's failure to enter into the Lease-Leaseback Agreement Documents with Consultant for any reason.

7. Consultant shall have access to the primary project site at all times. Access to the Central Plant shall be coordinated with Saddleback College Facilities department.

8. Consultant shall, in conjunction with the District, review the current status of completion and approvals of the Design Documents. The objective of these reviews is to confirm constructability and for the development of an overall strategy for constructing the Project. The Consultant shall conduct such interviews and participate in meetings and conferences with the Architect, District staff, and others as necessary to develop a construction strategy consistent with the objectives for the Project. Upon completion of these services and prior to commencing any other Basic Services under this Agreement, the Consultant shall submit its written construction strategy to the District for review and acceptance. This recommendation shall include any phasing necessary and

identify project staging strategies. The Consultant shall modify its written Project construction strategy as necessary to obtain mutual acceptance of the District and the Consultant.

9. The Consultant's review of Design Documents shall include value engineering analysis. Work of the Project depicted in the Design Documents construction processes/procedures, specified materials/equipment or other aspects of the Design Documents must be modified to reduce Construction Costs and/or the time for achieving Final Completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs. Modifications to the Design Documents recommended by the Consultant shall equal 30% of the identified costs and be set forth in writing and submitted to the District for review. The District shall have the sole and exclusive discretion to incorporate some, all or none of the Consultant's recommendations. If the District accepts any of the Consultant's recommendation relative to modification(s) to the Design Documents, the Consultant shall review the Design Documents as modified by the Architect for confirmation that the District accepted modifications to the Design Documents are incorporated into the Design Documents.

10. In conducting the document review, the Consultant shall not be responsible for providing nor will the Consultant have control or assume responsibility or liability, in whole or in part, over the Project design, design requirements, design criteria, or the substance or contents of the Design Documents. The Consultant's actions in conducting reviews and recommendations as provided herein are to be advisory only to the District and the Architect.

11. Consultant's services shall include attendance at all weekly meetings and workshops with the District and any District Consultants, and provide recommendations on construction feasibility; quick action to minimize adverse effects of labor or material shortages; potential union actions; knowledge of time requirements for procurement, installation, and construction cost including estimates of alternative designs or materials and possible economic savings or costs.

12. Consultant's services shall include records retention of any contracts or documents between Consultant and contractors and subcontractors related to Consultants services provided hereunder. Consultant shall submit documents to the District for its records and use.

13. In the interest of minimizing the expenditure of funds for the construction of the Project, the Consultant agrees to select appropriately State of California licensed subcontractors for each trade component of the Project in a manner that fosters competition. Consultant agrees that it will either solicit bids from subcontractors pursuant to the competitive bid procedures set forth in the Public Contract Code, including the specific provisions of Public Contract Code section 20110 *et seq.*, or utilize an informal bidding process established by the Consultant, which also incorporates competitive bid procedures. Consultant shall ensure a minimum of three (3) bids are received for each trade package, unless District agrees to an alternate number.

14. The District reserves the right to oversee the bidding process. Consultant shall inform all bidders that the District will not be a party to any contracts for construction services executed by the Consultant and selected bidders.

15. The District has a policy of pre-qualifying all contracts over One Million Dollars (\$1,000,000). The Consultant shall assist the District in: (a) development and implementing a program to inform potential bidders subject to pre-qualification of the pre-qualification process and to encourage potential Contractors to engage in the pre-qualification process; (d) review and evaluate responses to the pre-qualification application; and (e) recommendations to the District for selection of Contractors deemed qualified to submit proposals subject to the pre-qualification process.

16. Consultant shall submit a listing of proposed subcontractors, including their respective qualifications to perform such work, to the District for the District's review. In no case will the Consultant award any subcontracts until the District has concurred to the scope and price of the subcontracted services. In addition, Consultant shall provide the District with full documentation regarding the bids or competitive quotes received by Consultant. In no event shall such documentation be redacted or obliterated. In the event the Consultant does not comply with this provision, the District may terminate this Agreement. Any gaps in scoping trades are the Consultant's responsibility.

Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required. In accordance with Education Code section 71028 the District has a DVBE participation goal of 3% for this Project. The District is seeking DVBE participation under this Agreement. The Consultant must make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Information regarding certified DVBE firms can be obtained from the Office of Small Business Certification and Resources (OSBCR) at (916) 323-5478 or (916) 322-5060 as well as the OSBCR website at www.dgs.ca.gov/osbcr. Verification of DVBE status must be obtained from the OSBCR by receiving an approved certification letter and reference number from that office. The Consultant is encouraged to retain documentation of its good faith efforts, in the event such documentation is requested by the District. Good faith efforts are demonstrated by evidence of the following: a) Contact was made with the District regarding the identification of DVBEs; b) Contact was made with other state agencies and with local DVBE organizations to identify DVBEs; c) Advertising was published in trade papers and papers focusing on DVBEs; d) Invitations to bid were submitted to potential DVBE contractors; e) Available DVBEs were considered and f) Consultant provides a list of DVBE contractors and percentage of participation.

17. Consultant agrees to bind every subcontractor by terms of the Contract Documents as far as such terms are applicable to subcontractor's work. If Consultant shall subcontract any part of the work, Consultant shall be as fully responsible to District for acts and omissions of any subcontractor and of persons either directly or indirectly employed by any subcontractor, as it is for acts and omissions of persons directly employed by Consultant. Nothing contained in Contract Documents shall create any contractual relation between any subcontractor and District, nor shall the Contract Documents be construed to be for the benefit of any subcontractor.

18. District's consent to any subcontractor shall not in any way relieve Consultant of any obligations under the Contract Documents and no such consent shall be deemed to waive any provision of any Contract Document.

19. A copy of each subcontract, in writing, shall be filed with the District before the subcontractor begins work. Each subcontract shall contain a reference to the Contract Documents between the District and the Contractor and the terms of that Agreement and all parts of the Contract Documents shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontract will provide for termination in accordance with this agreement and the Contract Documents. Each subcontract shall provide for its annulment by the Consultant at the order of the Architect if in the Architect's opinion the subcontractor fails to comply with the requirements of the Contract Documents insofar as the same may be applicable to this work. Nothing herein contained shall relieve the Consultant of any liability or obligation hereunder.

ARTICLE III - ADDITIONAL SERVICES

The services described in this Article are not included in the Scope of Basic Services hereunder. If the District requests in writing any of the Additional Services, Consultant shall be compensated for the same in accordance with the provisions of the Agreement relating to Additional Services and hourly rates provided by the Consultant as 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. Contingent Additional Services. If Contingent Additional Services described below are provided by the Consultant through no fault or neglect of the Consultant, prior to providing any such Additional Services, Consultant shall notify the District in writing. Unless the District shall notify Consultant in writing authorizing Additional Services, Consultant shall not proceed to provide such Additional Services. The following constitute Contingent Additional Services:
 - a. Material Project Scope Changes. Services required or necessary as a result of significant changes in the requirements of the Project, including Project size, quality, or complexity.
 - b. Termination of Architect or Other District Consultants. Services required or necessary as a result of the default or termination of the Architect or Other District Consultants, failure of performance of the District or a Consultant under any Contract, or major defects or deficiencies in the work of a District Consultant or Contractor.

- c. Future Systems. Services relative to future systems, facilities or equipment not included within the scope of the Project as reflected in the Project Documents provided through the RFP originally or via addendum.
- d. Furniture, Furnishings, Equipment Not in Project Scope. Services in connection with the District's procurement of furniture, furnishing or equipment not included within the scope of the Project as reflected in the Project Documents. Coordination consideration of furniture, fixture and equipment will be included within the original scope of work.
- e. Changes in Duration. If the duration of Consultant services is extended the Consultant shall be entitled to additional compensation. The Consultant shall provide a written request with analysis of anticipated resource expenditure to the District in a format pre-approved by the District.

ARTICLE IV. DISTRICT'S RESPONSIBILITIES

1. The District has provided, via the Request for Proposals, to the Consultant information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.

2. District Representative. The District shall designate a representative to act on the District's behalf with respect to the Project 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 Consultant's performance of services and other obligations hereunder. Unless modified by written notice of the District to the Consultant, the District Representative is:

Walt Rice, Director of Facilities Planning

3. If the District observes or otherwise becomes aware of any fault or defect in the project or the Consultant's services or any non-conformity with the Construction documents, the District shall give prompt written notice thereof to the Consultant.

4. Inspections. The District shall retain a Project Inspector to participate in preconstruction services and to provide construction observations as required by applicable laws, rules, or regulations.

5. District Consultants. Except to the extent of Design Consultants retained by the Architect, other consultants required or desired by the District in connection with the Project shall be retained and paid for by the District. Such other consultants include, but may not be limited to, legal counsel, insurance/surety consultants, specialty equipment consultants and hazardous material assessment and abatement consultants.

ARTICLE V. TERMINATION

1. This Agreement may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of Consultant; or if the District should decide to abandon or indefinitely postpone the Project.

2. In the event of a termination based upon abandonment or postponement by District the District shall pay to the Consultant for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the Consultant for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the District or in the possession of the Consultant at the time of termination and delivered upon termination.

3. This Agreement may be terminated without cause by District upon fourteen (14) days written notice to the Consultant. In the event of a termination without cause the District shall pay to the Consultant for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the Consultant for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the District or in the possession of the Consultant at the time of termination and delivered upon termination. Consultant and District expressly acknowledge that in the event of such termination, Consultant will not receive any additional termination costs, and that consideration for entry into this termination for convenience clause exists.

4. In the event of a dispute between the parties as to performance of the work or the interpretation of this Consultant, or payment dispute, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Consultant agrees to continue the work diligently to completion. If the dispute is not resolved, Consultant agrees it will neither rescind the Agreement nor stop the progress of the work. Any controversy or claim arising out of or relating to this Agreement shall be first attempted to be resolved through mediation. If mediation is unsuccessful, they will be settled by binding arbitration in Orange County in accordance with the rules of the Orange County Superior Court ("Arbitration Rules"). To the extent that the provisions within this Article do not conflict with the Arbitration Rules, the parties agree to all of the provisions set forth in this Article. If requested, the parties agree to permit Architect to participate in any arbitration. If the parties are unable to agree on the arbitrator within thirty (30) days of the receipt of a written request for arbitration, they shall request that the presiding judge of the Orange County Superior Court designate one. The District shall pay one-half of the cost of the arbitration and the Consultant shall pay one-half of the cost of arbitration or if Architect participates in the arbitration, each party shall pay one-third of the cost of arbitration. Each party shall be responsible for its own attorney's fees and costs as to any such arbitration. Any arbitrator chosen or designated must have experience in construction issues. Notwithstanding the foregoing, once a written request for

arbitration has been made, each party shall have the right to conduct discovery pursuant to the procedures set forth in the Civil Discovery Act of 2005, as amended, even if an action has not been filed.

ARTICLE VI. COMPENSATION TO THE CONSULTANT

1. Contract Price for Basic Services. The Contract Price for the Consultant's performance of the Basic Services under this Agreement shall consist of the following lump sum prices:

a. Project Schedule	\$ 6,150.00
b. Project Estimate	\$ 31,025.00
c. Constructability Review	\$ 34,600.00
d. Value Engineering	\$ 71,300.00
e. SUBTOTAL:	<u>\$ 143,075.00</u>
f. Reimbursable amount	<u>\$ 2,100.00</u>
g. TOTAL:	\$ 145,175.00

2. The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the Consultant, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego 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.

3. District Payments of the Contract Price.

- a. Consultant Monthly Billing Statements. 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 equal amounts based on the agreed upon percent complete for each scope of work.

- b. District Payment of Contract Price. Within thirty (30) days of the date of the District's receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due Consultant hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the District from payment to the Architect or any Contractor. The District may, however, withhold or deduct from amounts otherwise due Consultant hereunder if Consultant shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured its failure of performance, less costs, damages or losses sustained by the District as a result of such failure of performance of a material obligation hereunder.
- c. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: additional expenses such as, but not limited to, printing, reproduction, and messenger services or any items pre-approved in writing by the District. Reimbursable expenses shall be invoiced monthly at cost plus 5% markup.

ARTICLE VII. EMPLOYEES AND CONSULTANTS

1. Consultant shall submit, for written approval by the District, the names of any consultant firms proposed for the Project. Nothing in this Agreement shall create any contractual relation between the District and any consultants employed by the Consultant under the terms of this Agreement.
2. Consultant's consultants shall be licensed to practice in California and have relevant experience with California education design and construction during the last five years. If any employee or consultant of the Consultant is not acceptable to the District then that individual shall be replaced with an acceptable competent person at the District's request.

ARTICLE VIII. INDEMNITY AND INSURANCE

1. To the extent permitted by law, Consultant agrees to indemnify, defend and hold District entirely harmless from all liability arising out of:
 - a. Any and all claims under workers' compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's subcontractor's employees arising out of Consultant's work under this Agreement; and
 - b. Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Consultant or

any person, firm or corporation employed by the Consultant upon or in connection with the Project, except for liability resulting from the active and primary negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District;

- c. Any loss, including injury or death to persons or damage to 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, including all damages due to loss sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by active and primary negligence of the District.

The Consultant, at Consultant's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings to the extent of the above described indemnification that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

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

- a. Consultant shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.
- b. Comprehensive general and auto liability insurance with limits of not less than Two Million Dollars (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
 - i. owned, non-owned and hired vehicles;
 - ii. broad form property damage;
 - iii. products/completed operations; and

- iv. personal injury.
- c. Each policy of insurance required in (a) and (b) above shall name District, the Board of Trustees, 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. 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, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Consultant, and in such event Consultant shall reimburse District upon demand for the cost thereof.

ARTICLE IX. TERM

1. Time is of the Essence. Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation Consultant's performance of the service required hereunder and District's payment of all sums due to Consultant.
2. Term. Services under this Agreement shall be diligently performed by the Consultant for eight months. This term shall be extended at no cost to the District as result of delays caused directly by Consultant actions. Should services be necessary after the expiration of eight months of service, they can be provided as Additional Services in accordance with the Billing Rates as provided in Exhibit "A".
3. Suspension Notice. District may suspend this Agreement at any time without penalty by written notice to Consultant of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension, and shall be provided to the Consultant not less than fifteen days prior to the suspension date. If the Project is suspended for more than 90 consecutive days (though 90 day period may be extended upon mutual written agreement of the Parties), either Party may terminate this Agreement without penalty by giving not less than fifteen days prior written notice.

ARTICLE X. MISCELLANEOUS

1. Consultant shall make a written record of all meetings, conferences, discussions and decisions made between or among the District, Consultant and District's Consultants during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the work.
2. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that Consultant and all of Consultant's 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 Consultant's employees or agents as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective Consultant's employees.

3. District does hereby agree to indemnify, hold harmless, and defend Consultant, its employees, officers, agents, and subcontractors from any action taken by any person or entity attempting to challenge the propriety or legal authority of District to enter into this Agreement, the Lease-Leaseback Agreement Documents or any other related documents.

4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Consultant.

5. The District and Consultant, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Consultant shall not assign this Agreement.

6. This Agreement shall be governed by the laws of the State of California.

7. This Agreement represents the entire Agreement between the District and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the District and the Consultant.

8. Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of Consultant and District hereunder.

9. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. No action or failure to act by District hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by Consultant.

10. Consultant Accounting Records. Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the District and the Consultant, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the District or as part of any audit of the District for a period of three (3) years after final payment is made under this agreement. During this time, Consultant shall maintain accounting records and make them available upon request of the District for reproduction or inspection.

11. Notices. Notices Consultant or District are required or desire to serve on the other shall be valid only if addressed to the other as set forth below or as modified by notice hereunder from time to time. Notices shall be effective only if by personal delivery requiring signature acknowledging receipt or by United States Mail, Certified, Return Receipt Requested, First Class, postage fully pre-paid. Notices effectuated by personal service shall be deemed effective as of delivery of such notices. Notices effectuated by United States Mail shall be deemed effective the third (3rd) working day after deposit in the United States Mail. Notices hereunder shall be addressed as follows:

South Orange County Community College District Dr. Debra L. Fitzsimons	C.W. Driver Bruce Curry
28000 Marguerite Parkway	15615 Alton Parkway, Suite 150
Mission Viejo, CA 92692	Irvine, Ca 92618
949-582-4678	949-261-5100

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

"DISTRICT"

"CONSULTANT"

South Orange County Community College District

C.W. Drive, Inc.

Dr. Debra L. Fitzsimons
Vice Chancellor of Business Services

John Thornton
Executive Vice President

Date

Date

95-0692430
Tax Payer I.D.

Exhibit A

October 15, 2012

PROFESSIONAL SERVICES RATE SCHEDULE

LABOR CLASSIFICATION	7/1/12 to 6/30/13	7/1/13 to 6/30/14	7/1/14 to 6/30/15
	HOURLY RATE	HOURLY RATE	HOURLY RATE
ACCOUNTING - Regular Time	67	69	71
ACCOUNTING - Overtime Time	91	94	97
ASSISTANT ESTIMATOR	85	88	90
ASSISTANT PROJECT MANAGER	107	110	114
ASSISTANT SUPERINTENDENT	101	104	107
BIM MANAGER	114	117	121
CHIEF ESTIMATOR	152	157	161
CLERICAL - Regular Time	64	66	68
CLERICAL - OvertimeTime	88	91	93
CONSTRUCTABILITY REVIEWER	104	107	110
ESTIMATOR / COST ENGINEER	105	108	111
FIELD SUPERINTENDENT	133	137	141
GENERAL SUPERINTENDENT	166	171	176
IT SUPPORT	95	98	101
LABORER - Regular Time	57	59	60
LABORER - Overtime	73	75	77
LABORER - Premium Time	90	93	95
LABORER FOREMAN - Regular Time	59	61	63
LABORER FOREMAN - Overtime	77	79	82
LABORER FOREMAN - Premium Time	94	97	100
PROJECT COORDINATOR - Regular Time	69	71	73
PROJECT COORDINATOR - Overtime	95	98	101
PROJECT ENGINEER	83	85	88
PROJECT EXECUTIVE	176	181	187
PROJECT / PROGRAM MANAGER	136	140	144
QUALITY CONTROL MANAGER	112	115	119
SAFETY MANAGER	108	111	115
SCHEDULER	105	108	111
SENIOR ESTIMATOR	135	139	143
SENIOR PROJECT ENGINEER	89	92	94
SENIOR PROJECT / PROGRAM MANAGER	147	151	156
SENIOR SUPERINTENDENT	144	148	153
TRUCKING / DELIVERIES	72	74	76

Management Rates:

Management Rates Include all wages, workers compensation insurance costs, fringe benefits and payroll taxes, overhead and profit

Above rates apply to standard workweek hours. Additional overtime costs will apply to hourly employees.

The above rates will be charged including an increase of 3% per year in subsequent calendar years beyond years shown.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Grant Acceptance, NSF Scholarships in Science, Technology, Engineering, and Mathematics (S-STEM)

ACTION: Approval

BACKGROUND

In August 2011, Saddleback College submitted an application to the National Science Foundation (NSF) in response to the program solicitation NSF 09-567 for NSF Scholarships in Science, Technology, Engineering and Mathematics (S-STEM). The proposal supports the development of the Saddleback College S-STEM Scholars program which will utilize S-STEM scholarship funding to support academically talented yet financially needy students in STEM disciplines. The Scholars program supports students entering Mathematics, Pre-Engineering, and Chemistry allowing them to pursue their immediate educational goal of completing an associate degree and/or transferring to a university to complete a BS in their chosen STEM major. Recruiting efforts are focused on underrepresented populations and veterans.

STATUS

In July 2012, the National Science Foundation, Division of Undergraduate Education (DUE) notified Saddleback College of its intent to award NSF S-STEM grant in the amount of \$567,473 from August 1, 2012 through July 31, 2015, to fund the activities as presented in Exhibit A. S-STEM funding will support student financial aid, extra-curricular educational opportunities in research and applet development for Mathematica under the direct supervision of faculty mentors, and UCI research collaborators. S-STEM Scholars will participate in faculty mentor organized social activities bringing S-STEM Scholars, faculty and other highly motivated STEM students together on a regular basis to promote networking and a sense of belonging to a group with shared interests and goals. Additionally, S-STEM Scholars will attend STEM related conferences as a group with their faculty mentor; receive group and individual tutoring as needed and attend workshops on Research Ethics as part of the overall program. Scholars will also participate in career guidance seminars and internship opportunities with STEM industry partners. Beyond academics, the broader goal of the program is to assist S-STEM Scholars in opening doors to their future beyond Saddleback, providing them with a clear pathway to university and beyond to their careers.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept this award of \$567,473 from the National Science Foundation, Division of Undergraduate Education, for NSF Scholarships in Science, Technology, Engineering and Mathematics.

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

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

1. **PROJECT TITLE:** NSF S-STEM Scholars
2. **PROJECT DIRECTOR:** Frank Gonzalez and Jim Zoval
3. **PROJECT ADMINISTRATOR:** Christopher McDonald
4. **GRANTOR AGENCY:** National Science Foundation
5. **FUNDING SOURCE:** National Science Foundation
6. **STARTING AND ENDING DATES OF THE PROJECT:** August 1, 2012- July 31, 2015
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**

Saddleback College will address the goals of the National Science Foundation Scholarships in Science, Technology, Engineering and Mathematics (S-STEM) grant through the development and implementation of the Saddleback College S-STEM Scholars program. The S-STEM Scholars program will be housed within the Division of Math, Science and Engineering and will utilize S-STEM scholarship funding to support academically talented yet financially needy students in STEM disciplines. The Scholars program supports students entering Mathematics, Pre-Engineering, and Chemistry allowing them to pursue their immediate educational goal of completing an associate degree and/or transferring to a university to complete a BS in their chosen STEM major. Recruiting efforts are focused on underrepresented populations and veterans. The Division will begin awarding scholarships by spring 2013.

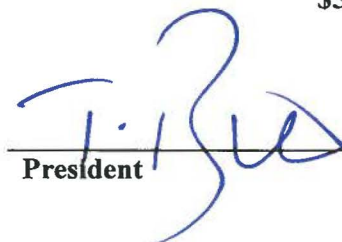
8. **SUMMARY BUDGET**

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$567,473			\$567,473

9. **APPROVALS**



Division/School Dean



President



Vice President of Instruction

Vice Chancellor of Learning Services



Vice President of College Administrative Services

Chancellor

EXPENDITURES SUMMARY

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

	GRANT (Amount)	MATCHING* (In-Kind/Actual)	SOURCE OF MATCH (Partnership/ College/Vendor)
1000 Certificated Salaries	<u>\$ 34,965</u>		
2000 Classified Salaries	<u>\$ 21,900</u>		
3000 Benefits	<u>\$ 9,140</u>		
4000 Supplies	<u>\$1300</u>		
5000 Contracted Services and Other Expenses	<u>\$ 6,500</u>		
6000 Capital Outlay	<u></u>		
Other Charges	<u>\$ 493,668 (scholarships for students)</u>		
TOTALS	<u>\$ 567,473</u>		

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

PROJECT PERSONNEL (reflects the Expenditure Detail above)

<u>Positions</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>New</u>	<u>Existing</u>
1. Clerical support	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Faculty	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Tutors (NBU)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

PARTNERSHIPS (if applicable)

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Policy Revision: BP-5300.5-Grade Changes, BP-3517-Student Organizations at Off-Campus Locations

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

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

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Council on October 18, 2012 for review and recommendation to the Chancellor.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the board policies, as shown in Exhibit A through B.

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

5300.5

STUDENTS

GRADE CHANGES

The Chancellor shall implement administrative regulationsprocedures to assure the accuracy and integrity of all grades awarded by faculty. The administrative regulationsprocedures shall include, but not necessarily be limited to, the following:

- Assurance that in the absence of mistake, bad faith, fraud or incompetence, the grades awarded by faculty shall be final.
- Grade grievance procedures in the event a student believes mistake, bad faith, fraud or incompetence has occurred in assigning the grade.

~~Procedures for students to challenge the correctness of a grade.~~

- The installation of security measures to protect grade records and grade storage systems from unauthorized access.
- Limitations on access to grade records and grade storage systems.
- Discipline for students or staff who are found to have gained access to grade records without proper authorization or to have changed grades without proper authorization.
- Notice to students, faculty, transfer institutions, accreditation agencies and law enforcement agencies if unauthorized access to grade records and grade storage systems is discovered to have occurred.

Reference:

Education Code Sections 76224, 76232;

Title 5, Section 55025

BOARD POLICY

3517

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

STUDENT ORGANIZATIONS AT OFF-CAMPUS LOCATIONS

The District shall work with local law enforcement agencies to monitor and assess criminal activity in which students engage at off-campus locations of student organizations officially recognized by the District.

Reference:

34 Code of Federal Regulations Section 668.46(b)(7)

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Request to Revise Sabbatical Project for Spring 2013

ACTION: Approval

BACKGROUND

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

On January 23, 2012, the Board of Trustees approved the sabbatical projects of 19 faculty members, including Ana Maria Cobos, Librarian, Online Education and Learning Resources, for the Spring 2013 semester.

STATUS

Professor Cobos recently submitted a request to revise the title, goals and purpose of her project. The SOCCCD Sabbatical Committee, chaired by Dr. Tony Huntley, Professor, Mathematics, Science and Engineering, Saddleback College, and Dr. David Bugay, Vice Chancellor, Human Resources, met and reviewed the request for the revision and voted to recommend the change in project. The revised project, outlined in Exhibit A, is supported by President Burnett.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the recommended revision to bonded sabbatical leave for Ana Maria Cobos for the Spring 2013 semester, as shown in Exhibit A.

South Orange County Community College District
Sabbatical Committee Recommendation for Revision

ANA MARIA COBOS
Online Education and Learning Resources
Saddleback College

Spring Semester 2013

TITLE: Making History, Volume 2.

GOAL(S) and OBJECTIVE(S):

The goal is to compile and publish a second edition of Making History, the oral history of Saddleback's founding faculty that was published in 2001.

The objectives are to:

1. Identify faculty hired between 1968 and 1979;
2. Contact the faculty to invite them to share their experiences while at Saddleback College;
3. With a small committee select from the submissions those that represent a variety of experiences.
4. Edit and publish the submissions with additional information about Saddleback College to provide a picture of its evolution.

ACTIVITIE(S):

1. October, 2012: work with college and district staff to create a list of potential participants.
2. November-December, 2012: Develop a call for participation and send the invitation to the faculty hired from 1968 to 1979.
3. December, 2012: Develop the prompts to send to those interested in participating in the project (probably the same questions asked of those who were included in Making History)
4. January, 2013: Those who respond to the call for participation will be asked to submit narratives about their experiences during their tenure at Saddleback College.
5. February 28, 2013: Deadline for submissions.
6. March, 2013: With the committee, select the submissions that will be included in the book.
7. April-May, 2013: Work with Graphics to format the book, add images, etc.
8. August, 2013: Present the book at the fall in-service program.

PRODUCT(S):

1. The book in print format and possibly also in electronic format;
2. Presentation at in-service, the College Foundation;
4. I will gain expertise in archival work that could be useful when Saddleback College decides to develop its own institutional archive.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Requests to Rescind Spring 2013 Sabbaticals

ACTION: Approval

BACKGROUND

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

On January 23, 2012, the Board of Trustees approved the sabbatical projects of 19 faculty members, including Fumiko Ishii, Professor, School of Humanities & Languages, Irvine Valley College, and Kiana Tabibzadeh, Professor, School of Physical Science & Technologies, Irvine Valley College. The bonded sabbatical leaves were approved for Spring Semester 2013.

STATUS

Due to college departmental commitments and responsibilities, Fumiko Ishii has requested that approval of her sabbatical leave for Spring 2013 be rescinded. For personal reasons, Kiana Tabibzadeh has asked that approval of her sabbatical leave for Spring 2013 be rescinded.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept the requests to rescind approval of sabbatical leaves for Fumiko Ishii and Kiana Tabibzadeh for the Spring 2013 semester.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Academic Personnel Actions – Regular Items
ACTION: Approval/Ratification

BACKGROUND

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

Those academic personnel actions shown in Exhibit A and Exhibit B are presented to the Board of Trustees for approval/ratification to be effective on the dates as shown on the Exhibit.

RECOMMENDATION

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

Item Submitted By: *David Bugay, Ph.D., Vice Chancellor, Human Resources & Employer/Employee Relations*

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. ACADEMIC EMPLOYMENT (Ratified – Pursuant to Board Policy 4002.1)

- a. POLIZZI, VINCENT, is to be employed as Automotive Technology Instructor, one semester only, full-time temporary substitute, Pos #1467, Division of Advanced Technology and Applied Sciences, Saddleback College, effective January 14, 2013. Approximate Salary Placement: Class I, Step 1. This is a temporary, emergency replacement for Darrell Deeter, full-time instructor, who passed away unexpectedly. (See Exhibit B, Attachment 1)

2. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF

EQUIVALENCY

As outlined in the Academic Hiring Policies, Division 1, Part 4, Section 3B, Review of Equivalent Minimum Qualifications, members of the hiring committee, including faculty with discipline expertise, have met and rendered an affirmative decision that each recommended candidate possesses the educational background equivalent to the minimum qualifications for each respective position. As such, the following individuals are submitted for approval/ratification as part-time instructors under Equivalencies as outlined in the Title 5 Regulations and Minimum Qualifications, Article 2, Section 53430.

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
ORourke, Shawn	MA/History	Speech/SC	II/1	01/22/13

Equivalency is based on current enrollment in a Master's program in Communication Studies at California State University, Los Angeles, and an earned Master of Arts degree in History from California State University, Stanislaus. Mr. ORourke has been employed at Orange Coast College for the past four years, where he has coached all genres of forensic competition and has taught Communication, Public Speaking, Essentials of Argumentation, has led Forensics Workshops, and is currently Director of Debate. Additionally, he is the current Assistant Speech and Debate Coach at Fullerton Union High School, where he has received awards in every genre of the activity. He is also writer, blogger, and critic for the online magazine, *Popmatters*.

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>
Cervantes, Rosemarie	MS/Psychology	LD Specialist/SC	II/1	10/01/12
Schwan, Vicky	MS/Counseling	Sign Language/SC	II/1	10/01/12
Watschke, Erik	MA/Visual Studies	Film/Am. Culture/IVC	V/1	10/17/12

A. NEW PERSONNEL APPOINTMENTS - Continued

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.

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
¹ Wilbur, Mary	MA/Education	Mathematics/SC	II/1	08/20/12

Equivalency is based on a Bachelor of Science degree in Mathematics from the University of California, Los Angeles, where Ms. Wilbur completed 36 units in upper division mathematics courses, and where she has taught summer programs on campus and online. Additionally, she has an earned Master of Arts degree in Education with an emphasis on mathematics teaching.

B. ADDITIONAL COMPENSATION: GENERAL FUND

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

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Damm, Kathryn	Prepare/Teach 8 Workshops/SC	1,376.80	08/18/12-10/13/12
Delson, Cheryl	SLO Liaison/Facilitator/IVC	500.00	01/15/13-05/24/13
Gee, Caroline	Prepare/Teach Workshop/SC	275.36	09/07/12-09/07/12
Hoggatt, Michael	Registration Wkshops/MAP/SC	2,638.63	07/25/12-07/28/12
Homma, Mary S.	Prepare/Teach 2 Workshops/SC	550.72	08/15/12-08/17/12
Lovett, Margot	Mid-term Accreditation Rpts/SC	3,442.00	08/20/12-12/19/12
McCaughey, Colin	Chair, AOJ Program/IVC	1,143.00	08/20/12-12/19/12
Quade, Joyce	Coordinator, CIM Lab/SC	5,713.72	08/20/12-12/19/12
Rosenberg, Alannah	Acad. Senate Past President/SC	2,762.00	06/18/12-08/12/12
Schmeidler, Kathy	Monthly Mileage/Ac Senate Pres/IVC	125.00	07/01/12-05/31/13
Scott, Daniel	SLO Liaison/Facilitator/IVC	500.00	01/15/13-05/24/13
Shafe, Kiarash	Coord. Math Learning Pgrm/SC	3,442.00	08/20/12-12/19/12
Sim, Alec	SLO Liaison/Facilitator/IVC	500.00	01/15/13-05/24/13
Smith, Maureen	Co-Coord./Prep. Teacher Seminar/SC	500.00	08/20/12-12/19/12
Taylor, Karen	Accreditation Requirements Wk/SC	750.00	09/04/12-12/19/12

¹ Approved on August 27, 2012 Board Agenda without equivalency. Equivalency is required based on review of Master's degree transcripts.

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

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

<u>Name</u>	<u>Assignment/Project</u>	<u>Effective Date</u>
Cosgrove, Robert	Reading Challenge/ESL Essays/SC	08/20/12-12/19/12
Stanfield, Scott	Reading Challenge/ESL Essays/SC	08/20/12-12/19/12

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

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

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Aguilar, Amara	Perkins/Entrepreneur Modules/SC	600.00	09/18/12-12/19/12
Cox, Barbara	Perkins/Entrepreneur Modules/SC	600.00	10/01/12-12/19/12
Cox, Barbara	Perkins/Curriculum Dev./SC	800.00	10/01/12-12/19/12
Cox, Barbara	Perkins/Coaching/Mentoring/SC	750.00	10/01/12-12/19/12
D'Arcy, Kim	Wkshops Math 351/BSI Project/SC	326.99	08/20/12-12/19/12
D'Arcy, Kim	Wkshops Math 351/BSI Project/SC	326.99	01/22/13-05/23/13
Duffy, Michelle	Strategies Wkshops/BSI Project/SC	309.78	08/20/12-12/19/12
Duffy, Michelle	Strategies Wkshops/BSI Project/SC	309.78	01/22/13-05/23/13
Fitz-Maurice, Teri	Student Success Wkshops/BSI/SC	309.78	08/20/12-12/19/12
Fitz-Maurice, Teri	Student Success Wkshops/BSI/SC	309.78	01/22/13-05/23/13
Hinkle, Christina	BSI Faculty Supp/Tutorial Coord/SC	3,442.00	08/20/12-12/19/12
Johnson, Paul	Hx of Jazz/Faculty Concert/SC	200.00	08/01/12-08/31/12
Hogatt, Michael	Wkshops/Math 351/BSI Project/SC	430.25	08/20/12-12/19/12
Hogatt, Michael	Wkshops/Math 351/BSI Project/SC	430.25	01/22/13-05/23/13
Knapp, Rebecca	Curric. Dev.Social Media/Perkins/SC	800.00	09/04/12-12/19/12
Knapp, Rebecca	Entrepreneur. Module/Perkins/SC	600.00	09/04/12-12/19/12
Lewis, Dawn	English Learning Council/BSI/SC	1,308.00	08/20/12-12/19/12
Lewis, Dawn	English Learning Council/BSI/SC	1,308.00	01/22/13-05/23/13
Lombardi, Deborah	Student Success Wkshops/BSI/SC	481.88	08/20/12-12/19/12
Lombardi, Deborah	Student Success Wkshops/BSI/SC	481.88	01/22/13-05/23/13
Melendez, Robert	Couns/Acad. Advising/IGETC/IVC	4,800.00	08/13/12-12/19/12
Melendez, Robert	Couns/Acad. Advising/IGETC/IVC	4,800.00	01/14/13-05/23/13
² Pinter, Gerald	Faculty Concert/SC	200.00	08/27/12-08/27/12
Stout, Ronald	Latin Jazz Band Concert/SC	150.00	10/01/12-10/01/12
Titus, Jodi	CA Wk Alliance, Project 041/IVC	1,000.00	07/01/12-08/10/12
Titus, Jodi	CA Wk Alliance, Project 041/IVC	4,000.00	08/13/12-12/19/12

² Stipend amount correction. Approved on September 24, 2012 Board Agenda as \$175; should be \$200.

D. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. OWENS, ROGER, ID #8648, Dean of Online Education and Learning Resources, Pos #4648, Integrated Administrator/Manager Salary Range 22, Step 6, Office of Library Services, Irvine Valley College, resignation effective June 30, 2013 and retirement effective July 1, 2013. Payment is authorized for any compensated time off. (Start date: January 5, 2009)

ATTACHMENT 1

NAME: VINCENT POLLIZZI

POSITION: AUTOMOTIVE TECHNOLOGY INSTRUCTOR (One semester, Temporary)
Advanced Technology and Applied Sciences
Saddleback College
Full-Time, Temporary

EDUCATION:

A.S. Drafting Technology
Solano Community College
Suisun, CA

A.S. Engineering and Physics
Ocean County College
Toms River, NJ

B.S. Instructional Design and Technology
Walden University
Minneapolis, MN

EXPERIENCE:

Mr. Pollizzi has over 17 years of technology experience in automotive and aircraft repair and maintenance. During this time, he has held jobs in government, public, and private sectors, as well as being self-employed. He has taught for over three years at Palomar College in the Diesel Technology Department. He has worked as a part-time faculty in the Automotive Department at Saddleback College since Fall semester 2010.

Mr. Pollizzi recently returned to college to obtain a specialized degree in teaching and is currently in the process of obtaining ASE Master Technician Certification, in addition to pursuing a Master's degree.

LICENSES AND CERTIFICATES:

- Citizens Emergency Response Team
- American Heart Association CPR & AED
- California Heavy Duty Vehicle Inspection Program
- California Periodic Smoke Inspect Program
- Caterpillar forklift Operator Certification
- Bobcat Certified Factory Training for electrical & Electronic Systems, Hydraulic Systems

PROFESSIONAL AFFILIATIONS:

- National Education Association
- Disabled Veterans Association

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Classified Personnel Actions – Regular Items
ACTION: Approval/Ratification

BACKGROUND

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

RECOMMENDATION

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

Item Submitted By: *David Bugay, Ph.D., Vice Chancellor, Human Resources & Employer/Employee Relations*

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. **CLASSIFIED EMPLOYMENT** (Information Items – Pursuant to Board Policy 4002.1)

- a. BUI, ANNA, is to be employed as Senior Laboratory Technician, Mathematics, Sciences and Engineering, Pos. #2157, Chemistry, Division of Mathematics, Sciences and Engineering, Saddleback College, Classified Bargaining Unit Salary Range 130, Step 1, plus 5% shift differential, 40 hours per week, 12 months per year, effective October 29, 2012. This is a replacement position for Warren Ansaldo, who resigned.
- b. FITZGERALD, ANNE is to be employed as Administrative Assistant, Pos. #4359, Office of Campus Safety and Security, Irvine Valley College, Classified Bargaining Unit Salary Range 121, Step 1, 20 hours per week, 12 months per year, effective October 15, 2012. This is a replacement position for Margaret Blassingame, who received a change in status.
- c. ISLAM, TAHINA is to be employed as Child Development Specialist, Pos. #3927, Child Development Center, Office of Student Services, Irvine Valley College, Classified Bargaining Unit Salary Range 122, Step 1, 27.5 hours per week, 12 months per year, effective October 8, 2012. This is a replacement position for Jia Xu, who resigned.
- d. KOKINACIS, ALICIA is to be employed as Child Development Specialist, Pos. #3285, Child Development Center, Office of Student Services, Irvine Valley College, Classified Bargaining Unit Salary Range 122, Step 1, 27.5 hours per week, 12 months per year, effective October 29, 2012. This is a replacement position for Fannie Chu, who resigned.
- e. LEE, ADRIANA is to be employed as Veterans Office Assistant, Pos. #4015, Veteran's Office, Office of College Administrative Services, Saddleback College, Classified Bargaining Unit Salary Range 115, Step 1, 28 hours per week, 12 months per year, effective October 3, 2012. This is a replacement position for Ellen Poling, who received a change in status.
- f. NIALIS, ELLEN is to be employed as Human Resources Specialist, Pos. #4482, Office of Human Resources, District, Classified Bargaining Unit Salary Range 127, Step 3, 40 hours per week, 12 months per year, effective October 29, 2012. This position was approved by the Board of Trustees on November 16, 2011.
- g. PALMER, JAMES is to be employed as Public Safety Assistant, Pos. #4499, Office of Campus Safety and Security, Irvine Valley College, Classified Bargaining Unit Salary Range 113, Step 1, 20 hours per week, 12 months per year, effective September 24, 2012. This is a position was approved by the Board of Trustees on February 27, 2012.
- h. ROGERS, JAMES is to be employed as Assistant Director of Facilities – Capital Outlay Projects, Pos. 4534, Office of Physical Plant, Saddleback College, Integrated Administrator/Manager Salary Schedule Range 14, Step 6, 40 hours per week, 12 months per year, effective October 16, 2012. This position was approved by the Board of Trustees on February 27, 2012.

A. NEW PERSONNEL APPOINTMENTS - Continued

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)
 - i. VYRAK, VIKYRA is to be employed as Public Safety Assistant, Pos. #4501, Office of Campus Safety and Security, Irvine Valley College, Classified Bargaining Unit Salary Range 113, Step 1, 15 hours per week, 12 months per year, effective September 24, 2012. This is a position was approved by the Board of Trustees on February 27, 2012.
2. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Classification</u>	<u>Range/Step</u>	<u>Start Date</u>
Alvarado Garcia, Andrea	Human Resources Assistant/Dist.	121/1	08/15/12
Bourgeois, Rachelle	Child Development Specialist/IVC	122/1	08/28/12
Bourgeois, Rachelle	Sr. Child Development Specialist/IVC	128/1	08/28/12
Chan, Sara	Library Assistant I/IVC	115/1	10/03/12
Chan, Sara	Library Assistant II/IVC	119/1	10/03/12
Chan, Sara	Library Assistant III/IVC	121/1	10/03/12
Chan, Sara	Library Technician/IVC	125/1	10/03/12
Chiang, Lichuan	Library Assistant I/IVC	115/1	10/03/12
Chiang, Lichuan	Library Assistant II/IVC	119/1	10/03/12
Chiang, Lichuan	Library Assistant III/IVC	121/1	10/03/12
Chiang, Lichuan	Library Technician/IVC	125/1	10/03/12
Cueto, Catherine	Administrative Assistant/IVC	121/1	09/01/12
Dutcher-Centers, Serina	Clerical Assistant/IVC	113/1	09/07/12
Frazian, Rachell	Library Assistant I/IVC	115/1	10/03/12
Frazian, Rachell	Library Assistant II/IVC	119/1	10/03/12
Frazian, Rachell	Library Assistant III/IVC	121/1	10/03/12
Frazian, Rachell	Library Technician/IVC	125/1	10/03/12
Helms, Toni	Accompanist/IVC	126/1	09/12/12
Morales, Jamee	Athletic Equipment Specialist/SC	121/1	09/11/12
Ocampo, Rogelio	Custodian/SC	113/1	09/11/12
Ocampo, Rogelio	Groundskeeper/SC	118/1	09/11/12

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

<u>Name</u>	<u>Position</u>	<u>Hourly Rate(\$)</u>	<u>Start/End Date</u>
Alegre, Pedro	TMD Aide/SC	12.50	09/18/12-06/30/13
Armstrong, Tracey	Project Specialist/SC	10.50	08/27/12-06/30/13
Cubillos-Bezanilla, S.	Project Specialist/SC	10.50	08/28/12-12/20/12
Gad, Abeer	Project Specialist/SC	12.50	09/06/12-06/30/13
Hoshall, Melanie	Project Specialist/IVC	16.00	10/01/12-06/30/13
Kemp, Leif	Project Specialist/SC	12.50	08/30/12-06/30/13
Khorsand, Pegah	Project Specialist/SC	12.50	08/20/12-06/30/13
Ko, Aaron	Project Specialist/SC	11.50	08/20/12-06/30/13
Leider, Tamara	CDC Aide/SC	12.00	08/20/12-06/30/13

A. NEW PERSONNEL APPOINTMENTS - Continued

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

<u>Name</u>	<u>Position</u>	<u>Hourly Rate(\$)</u>	<u>Start/End Date</u>
Minot, Mason	Project Specialist/IVC	10.50	08/06/12-06/30/13
Naiknavare, Abhijeet	TMD Aide/SC	12.50	09/20/12-06/30/13
Overduin, Alexander	Project Specialist/Dist.	20.00	10/02/12-06/30/13
Pouresfandiari, Shahram	Project Specialist/IVC	12.50	08/17/12-06/30/13
Ramirez, Adriana	Project Specialist/SC	14.00	09/20/12-06/30/13
Righton, Marietta	Project Specialist/IVC	20.00	08/24/12-06/30/13
Rodriguez, Daniela	TMD Aide/SC	16.00	09/06/12-06/30/13
Salvatierra, Franz	Project Specialist/SC	15.00	09/04/12-06/30/13
¹ Searcy, Arronlea	Project Specialist/SC	18.00	09/17/12-06/30/13
Senda, Thokozile	Project Specialist/SC	14.00	09/11/12-06/30/13
Shepherd, Meeghan	TMD Aide/IVC	8.50	09/12/12-06/30/13
Silva, Felidda	CDC Aide/SC	12.00	08/20/12-06/30/13
Sonnenberg, Denise	Project Specialist/IVC	20.00	09/07/12-06/30/13
Sussman, Diana	TMD Aide/SC	16.00	09/05/12-06/30/13
Vartanian, Laurie	CDC Aide/SC	10.00	09/06/12-06/30/13
Velasquez, Maria	Project Specialist/SC	16.00	09/06/12-06/30/13
Wagner Steiner, Sheri	Project Specialist/SC	10.50	09/05/12-06/30/13
White, Brennan	Project Specialist/SC	12.50	09/27/12-06/30/13

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 **2012/2013** academic year.

<u>Name</u>	<u>Start/End Date</u>
Ames, Sydne	08/01/12-06/30/13
Etkin, Andre	09/13/12-06/30/13
Gad, Abeer	09/06/12-06/30/13
Hernandez, Madeline	09/20/12-06/30/13
Jang, Wonjae	09/20/12-06/30/13
Lampe, Jacob	09/13/12-06/30/13
Mitchell, Joseph	09/27/12-06/30/13
Montgomery, Edie	09/04/12-06/30/13
Navarro, Carrie	08/28/12-06/30/13
Newell, Christopher	09/27/12-06/30/13
Pasoz, Shaun	09/05/12-06/30/13
Pats, Viktoryia	08/23/12-06/30/13
Sunperk, Piyanan	08/21/12-06/30/13
Tate, Dion	09/20/12-06/30/13
Vespia, Jayson	09/13/12-06/30/13

¹ Mother of Nathan Searcy, Recreation Aide, Office of Community Education and Contracts, 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 **2012/2013** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed(\$)</u>	<u>Start/End Date</u>
Athwal, Harjyot	Tutor/SC	12.00/hr	09/25/12-06/30/13
Binnell, Craig	Clinical Skills Spec./SC	30.00/hr	09/25/12-06/30/13
Buffington, Brett	Clinical Skills Spec./SC	30.00/hr	09/27/12-06/30/13
Butler, Robert	Tutor/IVC	12.00/hr	09/07/12-06/30/13
Chambers, Carol	Comm. Ed./SC	2500.00/cs	09/11/12-06/30/13
Cinquegrani, Delores	Tutor/SC	12.00/hr	09/06/12-06/30/13
Contos, Adrienne	Tutor/IVC	12.00/hr	09/05/12-06/30/13
Cronk, Ashley	Tutor/SC	12.00/hr	09/27/12-06/30/13
Dumas, Summer	Tutor/SC	12.00/hr	09/20/12-06/30/13
Fuchs, David	Tutor/SC	12.00/hr	09/13/12-06/30/13
Fusco, Michael	Tutor/SC	12.00/hr	09/20/12-06/30/13
Geary, Erika	Tutor/SC	12.00/hr	09/27/12-06/30/13
Gilbert, Tylor	Tutor/SC	12.00/hr	09/17/12-06/30/13
Hosseiny, Habib	Tutor/SC	12.00/hr	09/20/12-06/30/13
Jones, Christopher	Tutor/SC	12.00/hr	09/06/12-06/30/13
Khezri, Jasmine	Tutor/SC	12.00/hr	09/13/12-06/30/13
Kilic, Sevil	Tutor/IVC	12.00/hr	09/07/12-06/30/13
Kind, Nicole	Tutor/SC	12.00/hr	09/13/12-06/30/13
Larios, Phillip	Tutor/SC	12.00/hr	09/27/12-06/30/13
Laugenour, Kelly	Tutor/SC	12.00/hr	09/06/12-06/30/13
Lund, Nicole	Tutor/SC	12.00/hr	10/02/12-06/30/13
Mappes, Alexander	Model/SC	22.00/hr	10/02/12-06/30/13
Moore, Cailon	Tutor/SC	12.00/hr	09/20/12-06/30/13
Sarvi, Anahita	Tutor/SC	12.00/hr	09/11/12-06/30/13
Schilling, Brian	Tutor/IVC	12.00/hr	09/12/12-06/30/13
Sharafkhanian, Ailar	Tutor/SC	12.00/hr	09/06/12-06/30/13
Shirazi, Roksana	Tutor/IVC	12.00/hr	09/07/12-06/30/13
Smith, Clayton	Clinical Skills Spec./SC	30.00/hr	10/01/12-06/30/13
Stellar, Carol Christine	Tutor/IVC	12.00/hr	09/14/12-06/30/13
Su, Tiffany	Tutor/IVC	12.00/hr	09/07/12-06/30/13
Tehrani, Donna	Tutor/SC	12.00/hr	09/06/12-06/30/13
Vis, Alec	Model/SC	22.00/hr	09/06/12-06/30/13
Waldron, Patrick	Tutor/SC	12.00/hr	09/06/12-06/30/13
Yearwood, Susan	Tutor/SC	12.00/hr	09/05/12-06/30/13
Yonan, Kirsten	Sr. Lifeguard/SC	12.50/hr	09/04/12-06/30/13
Zadmehr, Sara	Tutor/SC	12.00/hr	10/02/12-06/30/13
Zuniga, Delia	Tutor/SC	12.00/hr	09/13/12-06/30/13

B. AUTHORIZATION TO ELIMINATE CLASSIFIED POSITION AND/OR POSITION NUMBERS

1. CONSTRUCTION MANAGER, Pos. #4644, Integrated Administrator/Manager Salary Schedule Range 16, Office of Facilities, Planning and Purchasing, District seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year Classified Management position from its staff complement, effective October 30, 2012. (This position was approved by the Board of Trustees on June 25, 2012)
2. LIBRARY ASSISTANT I, Pos. #3954, Classified Bargaining Unit Salary Range 115, School of Library Services, Irvine Valley College, seeks authorization to eliminate this part-time, 20 hours per week, 12 months per year position from its staff complement, effective October 30, 2012. (Position approved: August 26, 2008)
3. LIBRARY ASSISTANT II, Pos. #4442, Classified Bargaining Unit Salary Range 119, School of Library Services, Irvine Valley College, seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective September 30, 2012. (Position approved: October 24, 2011)
4. NETWORK SYSTEMS TECHNICIAN I, Classified Bargaining Unit Salary Range 132, Innovation Technology Center, Office of College Administrative Services, Saddleback College, seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective October 30, 2012. (Position approved: September 24, 2012)

C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

1. COLLEGE GRANTS AND CONTRACTS MANAGER – Categorical, a grant funded position, Administrator/Manager Integrated Salary Schedule Range 13, Office of College Administrative Services, Saddleback College, seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective October 30, 2012. Employment in this categorically funded position is contingent upon funding by contract revenue and indirect grant income. (Exhibit B, Attachment 1)
2. CONSTRUCTION MANAGER (Specific Construction Projects), Categorical funded, Integrated Administrator/Manager Salary Schedule Range 16, Office of Facilities, Planning and Purchasing, District seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year Classified Management position to its staff complement, effective October 30, 2012. This is a categorical/grant funded position with employment contingent upon funding in Major Capital Improvement Projects-project specific.
3. CONSTRUCTION MANAGER (Specific Construction Projects), Categorical funded, Integrated Administrator/Manager Salary Schedule Range 16, Office of Facilities, Planning and Purchasing, District seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year Classified Management position to its staff complement, effective October 30, 2012. This is a categorical/grant funded position with employment contingent upon funding in Major Capital Improvement Projects-project specific.

C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION -
Continued

4. CURRICULUM/SCHEDULING SPECIALIST, Classified Bargaining Unit Salary Range 130, Office of Instruction, Saddleback College, seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective November 1, 2012.
5. LIBRARY ASSISTANT I, Classified Bargaining Unit Salary Range 115, School of Library Services, Irvine Valley College, seeks authorization to establish and announce this part-time, 20 hours per week, 10 months per year position to its staff complement, effective October 30, 2012.
6. LIBRARY ASSISTANT II, Classified Bargaining Unit Salary Range 119, School of Library Services, Irvine Valley College, seeks authorization to establish and announce this full-time, 40 hours per week, 10 months per year position to its staff complement, effective October 1, 2012.
7. NETWORK SYSTEMS TECHNICIAN III, Classified Bargaining Salary Unit Range 140, Innovation Technology Center, Office of College Administrative Services, Saddleback College, seeks authorization to establish and announce a full-time position, 40 hours per week, 12 months per year, to its complement, effective October 30, 2012.
8. NETWORK SYSTEMS TECHNICIAN III, Classified Bargaining Salary Unit Range 140, Innovation Technology Center, Office of College Administrative Services, Saddleback College, seeks authorization to establish and announce a full-time position, 40 hours per week, 12 months per year, to its complement, effective October 30, 2012.

D. AUTHORIZATION TO CHANGE HOURS FOR CLASSIFIED POSITIONS

1. **IRVINE VALLEY COLLEGE**, seeks authorization to **change hours** for the following Classified Management position within their organization.
 - 1a. PROJECT DIRECTOR, COMMUNITY-BASED TRAINING, CATEGORICAL, a grant funded position, Pos. #4637, Integrated Administrator/Manager Salary Range 13, 40 hours per week, 12 months per year, School of Liberal Arts Resources seeks authorization to permanently reduce the hours of this position to 32 hours per week, 12 months per year effective November 1, 2012. This position is appointed to Jennifer McCarty, ID #17892, with a voluntary reduction in hours from 100 percent to 80 percent in order to accommodate funding by the Community-Based Job Training Initiative grant. Employment in this categorical grant funded position is contingent upon funding by this grant.

D. AUTHORIZATION TO CHANGE HOURS FOR CLASSIFIED POSITIONS - Continued

2. **SADDLEBACK COLLEGE**, seeks authorization to **change hours** for the following Classified Bargaining Unit positions within their.
 - 2a. INSTRUCTIONAL ASSISTANT, Pos. #3313, Classified Bargaining Unit Salary Range 122, 19 hours per week, 10 months per year, Learning Assistance Program, Division of Online Education and Learning Resources seeks authorization to permanently reduce the hours of this position to 15 hours per week, 10 months per year, effective September 4, 2012. This position is appointed to Marilyn Leeburg, ID #1945, with a voluntary reduction in hours from 47.5 percent to 37.5 percent of full-time, as requested by the employee.
 - 2b. LABORATORY TECHNICIAN, COMPUTERS, Pos. #3287, Classified Bargaining Unit Salary Range 122, 25 hours per week, 12 months per year, Learning Assistance Program, Division of Online Education and Learning Resources seeks authorization to permanently increase the hours of this position to 27 hours per week, 12 months per year, effective October 1, 2012. This position is appointed to Clyde Gaier, ID #5786, with a voluntary increase in hours from 62.5 percent to 67.5 percent of full-time.
 - 2c. LABORATORY TECHNICIAN, COMPUTERS, Pos. #3462, Classified Bargaining Unit Salary Range 122, 25 hours per week, 12 months per year Learning Assistance Program, Division of Online Education and Learning Resources seeks authorization to permanently increase the hours of this position to 27 hours per week, 12 months per year, effective October 1, 2012. This position is appointed to Farnaz Mohammadi, ID #10663, with a voluntary increase in hours from 62.5 percent to 67.5 percent of full-time.

E. CHANGE OF STATUS

1. **CLASSIFIED EMPLOYMENT**

- a. ²OLARIU, CONSTANTIN, ID #12180, Custodian, Pos. #1037, Facilities Custodial, Office of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Range 113, Step 1, plus 7.5% shift differential, 40 hours per week, 12 months per year, correct start date was effective September 20, 2012. This is a replacement position for Dawn Crowe.
- b. SUTCLIFFE, ERICA, ID #14276 Financial Aid Specialist, Pos. #4195, Classified Bargaining Unit Salary Range 125, Step 4, 40 hours per week, 12 months per year, Financial Aid, Office of Student Services, Irvine Valley College, was on paid Administrative Leave with benefits effective August 9, 2012 through September 25, 2012, and granted an unpaid Administrative Leave with benefits by the Board of Trustees effective September 26, 2012.

² Mr. Olariu, was approved by the Board of Trustees on September 24, 2012 to start effective September 24, 2012.
October 29, 2012

E. CHANGE OF STATUS - Continued

1. CLASSIFIED EMPLOYMENT

- a. ³VALDEZ, SANDRA, ID #18728, Custodian, Pos. #1250, Facilities Custodial, Office of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Range 113, Step 1, plus 7.5% shift differential, 40 hours per week, 12 months per year, correct start date was effective September 20, 2012. This is a replacement position for Emanuel Dubei, who resigned.

2. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)

- a. ONTIVEROS, MANUEL, ID #4096, Custodian, Pos. #1042, Facilities Custodial, Office of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Range 113, Step 6, plus 7.5% shift differential, 40 hours per week, 12 months per year, has been given a permanent change in status to Lead Custodian, Pos. #3306, Facilities Custodial, Office of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Range 119, Step 4, plus 7.5% shift differential, 40 hours per week, 12 months per year, effective October 8, 2012. This is a replacement position for Francisco Salinas, who retired.

F. OUT OF CLASS ASSIGNMENTS

1. BARTIROMO, JEANISE, ID #10642, Senior Administrative Assistant, a temporary assignment, Pos. #3243, Classified Bargaining Unit Salary Range 127, Step 4, 40 hours per week, Division of Social and Behavioral Sciences, Saddleback College, temporary assignment has ended effective September 16, 2012 and returned to permanent assignment as Administrative Assistant, Pos. #3538, Classified Bargaining Unit Salary Range 121, Step 6, Academic Senate, Office of Instruction, Saddleback College, effective September 17, 2012.
2. BROWN, JANICE, ID #4565, Senior Admissions and Records Specialist, Pos. #3337, Classified Bargaining Unit Salary Range 126, Step 6, 40 hours per week, 12 months per year, School of Admissions, Records and Enrollment Services, Irvine Valley College, has been given a temporary change in assignment to Senior Matriculation Specialist, Pos. #3594, Classified Bargaining Unit Salary Range 127, Step 6, 40 hours per week, School of Admissions, Records and Enrollment Services, Irvine Valley College, effective September 17, 2012. This is a temporary replacement for Jan Stephens, who retired.
3. CHAKRABORTY, JHUMA, ID #15941, Library Assistant I, Pos. #4313, Classified Bargaining Unit Salary Range 115, Step 4, 40 hours per week, 12 months per year, School of Library Services, Irvine Valley College, has been given a temporary change in assignment to Library Assistant II, Pos. #4442, Classified Bargaining Unit Salary Range 119, Step 3, 40 hours per week, School of Library Services, Irvine Valley College, effective October 1, 2012. This is a temporary replacement for Jeanette Murillo, who received a change in status.

³ Ms. Valdez, was approved by the Board of Trustees on September 24, 2012 to start effective September 24, 2012.

F. OUT OF CLASS ASSIGNMENTS - Continued

4. LEAL, RAUL, ID #1934, Groundskeeper/Swimming-pool Maintenance Worker, Pos. #2804, Classified Bargaining Unit Salary Range 120, Step 6, 40 hours per week, 12 months per year, Facilities Grounds, Office of Physical Plant, Saddleback College, has been given a temporary change in assignment to Lead Groundskeeper, Pos. #3449, Classified Bargaining Unit Salary Range 124, Step 5, 40 hours per week, Facilities Grounds, Office of Physical Plant, Saddleback College, effective August 30, 2012. This is a temporary reassignment for Scott Cowley, who is on leave.
5. ORTIZ, DESIREE, ID #14245, Administrative Assistant, Pos. #4283, Classified Bargaining Unit Salary Range 121, Step 6, 25 hours per week, 12 months per year, Financial Aid, Office of Student Services, Irvine Valley College, was been given a temporary change in assignment to Financial Aid Specialist, Pos. #4195, Classified Bargaining Unit Salary Range 125, Step 5, Financial Aid, Office of Student Services, Irvine Valley College, 25 hours per week from August 10, 2012 through August 31, 2012, and then to 40 hours per week effective September 1, 2012. This is a temporary reassignment for Erica Sutcliffe, who is on leave.
6. RADEVA, NIKOLINA, ID #18074, Library Assistant II, Pos. #4509, a temporary assignment, Classified Bargaining Unit Salary Range 119, Step 1, 40 hours per week, School of Library Services, Irvine Valley College, temporary assignment ended on September 30, 2012.
7. RADEVA, NIKOLINA, ID #18074, Library Assistant I, Pos. #3953, Classified Bargaining Unit Salary Range 115, Step 2, 20 hours per week, 12 months per year, School of Library Services, Irvine Valley College, has been given a temporary change in assignment to Library Assistant I, Pos. #4313, Classified Bargaining Unit Salary Range 115, Step 2, 40 hours per week, School of Library Sciences, Irvine Valley College, effective October 1, 2012. This is a temporary reassignment for Jhuma Chakraborty, who has been temporarily reassigned.
8. YOUNG, DAVID, ID #18765, Police Sergeant, Pos. #4403, Police Officers Association Salary Range 4, Step 1, 40 hours per week, 12 months per year, Office of Campus Safety and Security, Irvine Valley College, has been given a temporary change in assignment to Acting Police Operations Lieutenant, Pos. #4595, Integrated Administrator/Manager Salary Range 12, Step 1, 40 hours per week, Office of Campus Safety and Security, Irvine Valley College, effective September 1, 2012. This is a temporary replacement for Richard Groscost, who resigned.

G. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. MATUSCHECK, RICHARD, ID #14334, Laboratory Technician, Computers, Pos. #3364, Classified Bargaining Unit Salary Range 122, Step 6, 20 hours per week, 12 months per year, Division of Business Science, and Vocational Education and Economic Development, Saddleback College, resignation effective October 1, 2012. Payment is authorized for any compensated time off. (Start date: January 9, 2006)

G. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT - Continued

2. MINNIS, BONNIE, ID #18788, Office Assistant, Categorical, Pos. #4485, Classified Bargaining Unit Salary Range 113, Step 1, 28 hours per week, 12 months per year, Office of Community and Contract Education, Saddleback College, conclusion of probationary employment effective September 26, 2012. (Probationary Start date: July 9, 2012)
3. STEPHENS, JAN, ID #6760, Senior Matriculation Specialist, Pos. #3594, 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 7, 2012, and retirement effective September 8, 2012. Payment is authorized for any compensated time off. (Start date: November 1, 1994)

H. AUTHORIZATION TO REVISE A CLASSIFIED BARGAINING UNIT SALARY SCHEDULE FOR POLICE OFFICERS ASSOCIATION

1. ⁴ Approval is requested to revise the salary schedule for the Police Officers Association, adding Police Sergeant, Police Officers Association Salary Range IV, including the 1.2% negotiated increase effective July 1, 2012. (Exhibit C, Attachment 1)

I. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the 2012/2013 academic year.

Advanced Technology and Applied Science, Saddleback College

Bachtold, Alyssa	Frost, R. Jack	Haugsness, Evan
Hyatt, Matt	Moore, Bass	Strickland, Bernard
Wilcox, Randy		

Environmental Studies, Advanced Technology and Applied Science, Saddleback College

Abboud, Michael	Ackerman, Kasey	Adikariage, Chamithri
Aguero, Chelsea	Amaro, Karla	Amirisadeghi, Tara
Anderson, Ryan	Angelov, Nikola	Azarnia, Sohrob
Bacunawa, Irene	Baham, Michael,	Baker, Amanda
Ballard, Jessica	Barnard, Ryan	Beach, Nicholas
Bekken, Alex	Bellanca, Tony	Bennis, Skyler
Berger, Amy	Berry, Andrew	Berry, Dylan
Blake, Michael	Bonifacio, Jonathan	Bourdon, Michael
Brackett, David	Brophy, Mikayla	Buck, Mikayla
Burton, Tessa	Cabrales, Janae	Cade, Anthony
Caldwell, George	Calle, Carlos	Camilo, Amanda
Campbell, Jake	Campbell, John	Campbell, Kady
Campuzano, Brenda	Carlson, Conor	Carmelo, Cody
Carnarius, Mike	Carr, Gabriel	Chang, Sandra
Charnitski, Caitlyn	Chiodini, Sean	Chehayeb, Nour
Cianci, Claire	Cicco, Bryan	Coats, Jennifer
Colapinto, Kayla	Collins, Patrick	Connolly, Christine

⁴ This position was approved by the Board of Trustees on May 23, 2011, and was inadvertently excluded from the salary schedule submitted to the Board of Trustees September 24, 2012.

I. VOLUNTEERS - Continued

1. The following individuals are to be approved as Volunteers for the 2012/2013 academic year.

Environmental Studies, Advanced Technology and Applied Science, Saddleback College

Crowley, Parker	Cronk, Ashley	Cripps, Jake
Crowder, Michael	Dale, Christopher	Dale, Christopher
Dang, Anh-Khoa	Dappen, Jake	Davis, Melody
Dibayi, Tina	Diemer, Michael	Dunham, Brittney
Dunham, Taylor	Dweck, Brittany	Enany, Omar
Eichenauer, Teri	Eidelshtein, Chantal	Eldred, Stephen
Ellaboudy, Omar	Elliott, Michael	Emanuel, Jeff
Embry, Norman	Emerson, Megan	Englund, Jessica
Eppel, Thomas	Evans, Shannon	Falk, Matt
Falkinburg, Emma	Fallon, Tyler	Fazilat, Faisal
Fears, Karisam	Feria, Peter	Flores, Betty
Flowers, Elizabeth	Foland, Dalton	Fousse, Aurelian
Fox, Chris	Franzer, Matthew	Freeman, Bethany
Friel, Zachary	Fuchs, David	Gall, Nikolas
Galvez, Maria Rosa	Garcia, Andrew	Garcia, Lauren
Garcia, Matthew	Garcia, Vanessa	Gardner, Kyle
Gardooni, Nima	Garrabone, Matt	Garrido, Gabriella
Gell, Kalen	Gibson, Daniel	Gilkerson, Michael
Gilliam, Sean	Gomez, Albert	Gomez, Denisse
Graham, Parker	Green, Micah	Grigoriou, Stefanos
Griswold, Barbara	Grumbles Dorantes, Nicholas	Guerrero, William-James
Guilford, Jordan	Gurrola, Kimberly	Haberman, Tyler
Haro, Andrew	Haugen, David	Hay, Victoria
Hayes, Ashton	Hayes, Mikayla	Hejny, Felicia
Hemnes, Tessa	Henderson, Spencer	Hendricks, Corey
Hendrickson, Rory	Herberich, Jonathan	Hernandez, David
Hildebrand, Hannah	Hinton, Isabel	Hoffman, Daniel
Hogan, Randi	Hood, Alyssa	Houshmand, Ardan
Howe, Rachel	Huong, Grace	Iharra-DeMarchiGherini, Sharkey
Ilarraza, Carlos	Inman, Nicole	Irvine, Kaitlynn
Maximilian, Ives	Jackson, Amy	Jacobs, Cameren
Jaji, Meena	Jaji, Khalid	Jalali, Alireza
Janos, Taylor	Jarrahian, Ameen	Jarrell, Chelsea
Jaynes, Jayme	Jenner, Mark	Johnson, Chase
Johnson, Conner	Johnson, Julian	Johnson, Zachary
Jones, Joseph	Juarez, Lucia	Kemp, Leif
Khan, Sargan	Khan, Saddam	Khavar, Melody
Kianpour, Tara	Kim, Daniel	Kirkwood, Alexander
Klamecki, Brian	Klink, Vanessa	Kohl, Aaron
Kong, Johnny	Krieghoff, Austin	Krogmann, Ingrid
Kuhlman, Katherine	Kutnick, Camden	Laidley, Daniel
Lancaster, Evan	Leeds, Jillian	Leitner, Jeanie
Linton, Kelsey	LoRusso, Richard	Lotito, Michael
Macedo, Ivan	Madain, Samira	Madden, Christopher
Maglalang, Jon-Paul	Maldonado, Jenry	Markle, Keisey
Martin, Michelle	Martinez, Daniel	Martinez, Hugo
Martinez, Leo	Marzola-Garrow, Giuseppe	Mashburn, Rachel

I. VOLUNTEERS - Continued

1. The following individuals are to be approved as Volunteers for the 2012/2013 academic year.

Environmental Studies, Advanced Technology and Applied Science, Saddleback College

Masline, Andrew	Mast, Donahue	May, Myles
McCloskey, Miles	McEven, Clayton	McGuon, Casey
McKeller, Hunter	McKernan, Maxx	Mendez, Allison
Meyers, Joshua	Mister, Madison	Moftakhar, Shahram
Montecillo, Nicole	Moore, Zach	Moreno, Luis
Morsali, Mehrdad	Moscoso, Maureen	Moskow, Hunter
Muller, Christie	Murphy, Kiernan	Mutchnick, Ryan
Narciso, Katherine	Nazareth, Angeli Mae	Nelson, Cassandra
Nevarez, Bryan	Newton, Annalise	Nguyen, Eric
Nguyen, Lisa	Nguyen, Nguyen	Nicolosi, Anthony
Nistor, Claudiu	Nixon, Cheyenne	Nollola, Alex
Noori, Mimi	Ocampo, Andres	Patel, Rushil
Patino, Danieli	Pedroza, Jennifer	Pendse, Malhar
Perez, Chris	Peterson, Braden	Pettis, Kyler
Piwczynski, Bart	Porter, Jacqueline	Portillo, Jose
Portillo, Ronnie	Postal, Jordan	Powell, Veronica
Prendergast, Stephen	Pring, Bradley	Pshehalouk, Neveen
Pullini, Michael	Qumsieh, Katlyn Jane	Ragenovich, Jessica
Rasor, Eian	Rauch, Jessica	Rellin, Lillie
Richardson, Jorden	Ricketts, Michael	Rider, Nathaniel
Riffel, Nichole	Rockriver, Branden	Rodriguez, Adam
Rodriguez, Alejandra	Rodriguez, Victor	Rosenberg, Cathy
Runels, Emily	Saguilan, Josimar	Sales, Alex
Salter, Kodie	Sarmiento, Brandon	Savage, Rosalyn
Schiffman, Marisa	Schnitzler, Kasaundra	Schoenau, Walter
Scott, David	Scott, Frances	Seels, Scott
Selegean, Andrew	Selegean, Nick	Shahryari, Ghazaleh
Shapiro, Julie	Sharifi-Hosseini, Sina	Sharp, Amanda
Sheaks, Bryan	Short, Preston	Sileski, Sadie
Skinner, Josh	Smith, Lauren	Solomon, James
Solt, Nicole	Southwell, James	Sta-Ana, Bianca
Stafford, Corey	Stanley, Saran	Starfury, Shimon
Starkey, Sean	Starrs, Kathryn	Steidle, Eric
Stevenson, Kameron	Stobaugh, Austin	Stone, Scott
Straka, Kaitlin	Strassner, Owen	Stueben, Nancy
Swann, Nathan	Sylvia, Bradon	Tadlock, Dean
Talens, Steven	Teachenor, Alejandro	Termeforoosh, Salina
TerraFranca, Nick	Thielen, Joe	Tobon, Manuel
Toledo, Jason	Torres, Kyle	Tran, Madison
Trujillo, Rachel	Tsalmanis, Ioannis	Tschopp, Anthony
Tuccelli-Margolin, Mikey	VanDerWeide, Thomas	VanDeventer, Joshua
VanSurksun, Josh	Vance, Tyler	Vazquez, Yesire
Velker, Lyndsey	Vernola, Amber	Vilsack, Hali
Walters, Cameron	Watkins, Jeremy	Webb, Shelby
Werve, Gabrielle	Wheeler, Jennifer	White, Patrick
Whittemore, Katie	Williams, Christopher	Williams, Natalie
Wilson, Kelly	Winder, Alexa	Wolfe, Ivy

I. VOLUNTEERS - Continued

1. The following individuals are to be approved as Volunteers for the 2012/2013 academic year.

Environmental Studies, Advanced Technology and Applied Science, Saddleback College

Wolff, David	Wood, William	Woods, Nathaniel
Yearwood, Drew	Yoder, Jennifer	Yoder, Parker
Zarif, Shadi		

Veterans Office, College Administrative Services, Saddleback College

Fraser, Kyle	Frolich, Michael	MacLean, Thomas
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Community Education, Saddleback College

Gilmore, Joy	Ghomizadeh, Maryam	Peavyhouse, Thomas
Petry, Pena	Wehr, Dana C.	Wehr, Martine

Guidance and Counseling, Irvine Valley College

Sandoval, Molly

Fine Arts, Irvine Valley College

Anderson, Chatly	Chen, Xiaoqing	Deestburg, Peter
Proprofsky, Tom		

KSBR, Fine Arts and Media Technology, Saddleback College

Christopher, Michael	Corwin, Bonnie	Cruz, Adam
Duffy, John	Huddleston, Joshua	Huerta, Roseli
Hurt, Rodney	Kincaid, Mike	Orocio, Franz
Orro, Joshua	Ortiz, Elizabeth	Polinski, Mary
Rivera, Bryan	Samperia, Anthony	Stalker, Victoria
Stoneking, Mary	Valencia, Luis	Wyart, Kevin

Fine Arts and Media Technology, Saddleback College

Berkson, Brianna	Berkson, Nancy	Brown, Lauren
Cudsch, Alberto	Donnellan, James	Friedman, Shaune
Halloran, Dianne	Hunter, Ben	Kovaleva, Lyuba
Leary, Jenna	Leary, Mary	Moore, Rachel
Pezman, Tyler	Suzuki, Kazuko	Swanson, Maribel
Swanson, Kathryn		

Health Sciences and Human Services, Saddleback College

Kucharski, Kristin

Humanities and Languages, Irvine Valley College

Bjelland, Sean Taiku	Brien, Ian	Coulter, Chikako
Michie, Funai	Okamura, Kevin	Takakura, Takeshi
Wang, Taemi		

Kinesiology, Health, and Athletics, Irvine Valley College

Boettiger, Matthew	Bordere, David	Downhower, Susan
Hartman, Victoria	Navabpour, Cyrus	Park, Chan
Pham, Alexander	Purpura, Robert	Roman, Lani
Santamaria, Nicole	Wang, Charles	

I. VOLUNTEERS - Continued

1. The following individuals are to be approved as Volunteers for the 2012/2013 academic year.

Kinesiology and Athletics, Saddleback College

Ho, Nin	Lipold, Chris	Moazzami, Ali
Vick, Jeffrey		

Liberal Arts, Saddleback College

Koons, Audrey

Library Services, Irvine Valley College

Saraf, Monirey	Siah, Aurash	Stellar, Christine
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Life Sciences and Technology, Irvine Valley College

Do, Tin	Molinar, Ruben
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Marketing, Communications and Broadcast Systems, Irvine Valley College

Kleinhammes, Tess	Ulrich, Kelly
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Learning Assistance Program, Online Education/Learning Resources, Saddleback College

Cicco, Bryan	Fraser, Austin	Giger, Jessica
Goossens, Chelsea	Hassanzadeh, Azeen	Idris, Nwahil
Kirker, Gavin	Lyons, Josiah	Malakzadeh, Parinaz
Mirnia, jojan	Niaki, Shayan	Rey, Adam
Soleymani, Rouzbeh	Tiskevich, Alexander	Vigil, Matt

Physical Sciences and Technology, Irvine Valley College

Karamati, Faridoon

Social and Behavioral Sciences, Saddleback College

Benjoya, Joe	Chapman, John	Chhun, Stephanie
Conley, John	Farnsworth, Robert	Harlow, Megan
Horan, Elizabeth	Maurillo, Christina	Miranda, Kristian

Special Programs and Services, Irvine Valley College

Davis, Terri

Transfer, Career and Special Programs, Saddleback College

Addison, Sarah	Baker, Victoria	Bisconti, Jacquie
Boettiger, Matthew	Boos, Kaili	Clevinger, Adam
Cook, William	Culp, Margaret	Dolan, Jenni
Fardanesh, Saelat	Fruman, Andrea	Fuentes, Amanda
Halterman, Roger	Hathaway, Alyx	Hightower, Sheri
Johnston, Taylor	Kildull, Jenni	Koesel, Julie
Miller, Elizabeth	Raynor, Nora	Roberts, Chris
Robins, Rhonda	Rudzwick, Jenna	Segard, Wendy
Spencer, Davis	Stratford, Jon	Trueblood, Tyler
Waugh, Mike	Williams, Damion	Wood, Brent
Zia, Asma		

ATTACHMENT 1

South Orange County Community College District

**COLLEGE GRANTS AND CONTRACTS MANAGER, (Classified Manager) – Integrated
Administrator/Manager Salary Schedule Range 13**

DEFINITION

To manage and provide leadership, coordination and support on matters related to grant and contract administration at a community college, including, but not limited to research, identification, coordination, development, writing, procurement and management of grants and research, development, writing and management of college contracts, working in coordination with appropriate district personnel.

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 of College Administrative Services or other administrator as designated by the president.

Exercises functional and technical supervision over professional, technical and classified staff as assigned.

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

Provide leadership, administration and advocacy in the functions of grant writing and contracts processing for a community college, working in coordination with appropriate district personnel.

Oversee all grant-funded programs and coordinate compliance and reporting activities.

Coordinate and support the development, writing and design of all comprehensive grant proposals, including needs statements, project objectives, implementation strategies, budget, evaluation procedures, supporting demographic data and other materials.

Lead the College to identify and assist in the writing process of grants to support various College constituencies; develop systems and processes and support the College's efforts to secure State, federal, and foundation grants and other external funding sources for enhancement of special programs and institutional innovations related to student access and success.

Disseminate and provide advisement about the availability of external funding; communicate and work effectively with faculty members, staff and managers regarding grants relevant to their field; provide information concerning specific funding sources; coordinate timelines and protocol for grant submission and reports.

Provide leadership in the development and implementation of regular training and education programs for faculty and staff that promote a clearer understanding of the college's grant and development process.

South Orange County Community College District
Page 2 - College Grants and Contracts Manager

EXAMPLES OF DUTIES

Serve as liaison to other educational providers, including K-12, and higher education partners on matters relating to grants; work collaboratively and develop partnerships/agreements with advisory boards, professional associations, K-12 and transfer institutions, business and industry; meet with representatives of business, industry, and local government; cultivate and promote positive and substantive relationships and funding alternatives with local business and industry; serve as a leader and advocate for the College within the business community.

Serve on a variety of campus, District, community, and State committees; organize, chair or attend a variety of workshops, professional conferences, and administrative/staff meetings related to grants and contracts.

Work with appropriate College and District staff to coordinate and facilitate the paperwork for all College contracts and agreements, including, but not limited to, terms and conditions, compliance review, renewals, extensions and amendments; ensure accuracy, inclusion and approvals of all necessary and required contract terms and conditions, in accordance with District policies and procedures; after required approvals are obtained, draft Board agenda items related to contracts and agreements and forward to the Office of the Vice Chancellor of Business Services for Board docket submittal.

Coordinate and support the development, writing, design and execution of contract proposals; maintain records and timelines.

Develop, prepare, submit, administer, monitor and review annual program budgets for assigned areas, including annual budget requests for equipment, supplies and personnel; direct the acquisition, maintenance and use of equipment; and maintain an equipment-replacement plan; direct the maintenance of adequate records and controls to assure that expenditures and operations remain within established budget limitations; monitor and approve purchase requisitions.

Participate in the selection of assigned staff in accordance with various District policies and legal requirements; train, supervise and evaluate the performance of assigned personnel in keeping with the policies of the Board of Trustees and administrative procedures; provide orientation for new employees.

Maintain current knowledge of methods and new technologies pertinent to areas of assignment; monitor legislation, new State Education Code regulations and other State guidelines to determine impact on grant writing and contracts.

Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of students.

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 institution in a field related to grants procurement and grant and contract administration or coordination. A Master's degree from an accredited institution in a related field.

QUALIFICATIONS

EDUCATION AND EXPERIENCE GUIDELINES:

Experience:

A minimum of three of recently successful management experience relating to grants and contract administration or coordination, at least three years of successful experience directly-related to grant writing and submittal specifically focused on the development of funding opportunities with federal, state and local agencies and other external funding sources; and at least three years of experience directly related to successful documentation, administration, compliance and review of contracts; and experience working in a participatory governance environment.

Knowledge of:

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

Computer systems and software applications related to area of assignment.

District and College organization, operations and objectives.

Grant writing.

Interpersonal skills including tact, patience and diplomacy.

Oral and written communication skills.

Principles and practices of contracts and alternative funding for public agencies.

Principles and practices of leadership and administration, including organization, budget preparation, grant and report writing and contract administration.

Principles and practices of training and supervision.

Strong oral and written communication skills, including giving presentations to small as well as large groups.

Ability to:

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

Collect, compile and analyze data.

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

Coordinate, support, and exercise leadership in college grants and contracts processes.

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.

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.

Evaluate grants and contracts accurately, and efficiently.

Exercise judgment or choice among possible actions, sometimes without clear precedents and often with concern for the consequences of the action.

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

Manage multiple assignments and tasks, set priorities, and adapt to changing conditions and work assignments.

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

South Orange County Community College District
Page 4 - College Grants and Contracts Manager

QUALIFICATIONS

EDUCATION AND EXPERIENCE GUIDELINES:

Ability to:

Operate computers, peripherals and assigned office equipment.

Plan and organize work to meet deadlines.

Plan, design and produce extensive reports, proposals, position papers 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.

Plan, organize and execute effective written reports supported by facts, documentation and research.

Plan, organize, coordinate, manage and expedite projects related to assignment.

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.

Train others in the tools and techniques of grant writing.

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 visits educational 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 educational 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, September 17, 2012

October 29, 2012

ATTACHMENT 1

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

POLICE OFFICER SALARY SCHEDULE

2012-2013 MONTHLY/ *HOURLY*

<u>CLASSIFICATION</u>		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Range I Campus Security Officer	Monthly	3,060	3,213	3,374	3,543	3,720	3,906
	<i>Hourly</i>	<i>18.214</i>	<i>19.125</i>	<i>20.083</i>	<i>21.089</i>	<i>22.142</i>	<i>23.250</i>
Range II Police Officer Police Officer - (Weekends/Holidays)	Monthly	4,377	4,601	4,827	5,069	5,322	5,591
	<i>Hourly</i>	<i>26.053</i>	<i>27.386</i>	<i>28.732</i>	<i>30.172</i>	<i>31.678</i>	<i>33.279</i>
Range IV Police Sergeant	Monthly	4,831	5,071	5,325	5,595	5,877	6,168
	<i>Hourly</i>	<i>28.755</i>	<i>30.184</i>	<i>31.696</i>	<i>33.303</i>	<i>34.982</i>	<i>36.714</i>

*Based on 21 days/month

1.2% Negotiated Increase Effective July 1, 2012

SCHEDULE PA12

ATTACHMENT 1

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

POLICE OFFICER SALARY SCHEDULE

2012-2013 ANNUAL

<u>CLASSIFICATION</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Range I	Annual	36,720	38,556	40,488	42,516	44,640	46,872
Campus Security Officer							
Range II	Annual	52,524	55,212	57,924	60,828	63,864	67,092
Police Officer							
Police Officer							
(Weekends/Holidays)							
Range IV	Annual	57,972	60,852	63,900	67,140	70,524	74,016
Police Sergeant							

*Based on 21 days/month

1.2% Negotiated Increase Effective July 1, 2012

SCHEDULE PA12

ATTACHMENT 1

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

POLICE OFFICER SALARY SCHEDULE

2012-2013 DAILY

<u>CLASSIFICATION</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Range I	Daily	145.714	153.000	160.666	168.714	177.142	186.000
Campus Security Officer							
Range II	Daily	208.428	219.095	229.857	241.380	253.428	266.238
Police Officer							
Police Officer							
(Weekends/Holidays)							
Range IV	Daily	230.047	241.476	253.571	266.428	279.857	293.714
Police Sergeant							

*Based on 21 days/month

1.2% Negotiated Increase Effective July 1, 2012

SCHEDULE PA12

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Adopt Resolution No. 12-35: Classified Employee Layoffs

ACTION: Approval

BACKGROUND

As a result of lack of funds and/or lack of work, it is necessary to reduce three categorically funded classified positions through layoff.

STATUS

The categorically funded classified positions in Exhibits A through C shall be eliminated. Order of layoff shall be determined in accordance with the Education Code and the collective bargaining agreement as applicable.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 12-35 to approve the reductions and/or discontinuance of classified service shown in Exhibits A through C.

Item Submitted By: *David Bugay, Ph.D., Vice Chancellor, Human Resources & Employer/Employee Relations*

South Orange County Community College District

**GOVERNING BOARD
RESOLUTION 12-35**

CLASSIFIED LAYOFF RESOLUTION

BE IT RESOLVED that the Governing Board of the South Orange County Community College District, pursuant to the recommendation of the Chancellor, hereby determines that the following classified position be eliminated, as of December 31, 2012 due to a lack of work and/or lack of funds:

<u>Number of Positions</u>	<u>Job Classification</u>	<u>Assigned Time</u>	<u>Disposition</u>
<i>1</i>	<i>HSHS Program Specialist (123) Categorically Funded CTE Health Career Bootcamp Grant Pos #4160 Saddleback College</i>	<i>40 hours/week 12 months/year</i>	<i>Eliminate</i>

BE IT FURTHER RESOLVED by the Governing Board as follows:

1. That due to a lack of funds and/or lack of work, the number of classified positions and/or employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 88127 and Article 17 of the Collective Bargaining Agreement ("Agreement") between the District and the California School Employees Association – Chapter 586.
2. That the Chancellor, or his designee, is directed to give notice of layoff to the affected classified employees (considering displacement or bumping rights) pursuant to the requirements of law and the Agreement.
3. That said layoff shall become effective on December 31, 2012, subject to negotiations to the extent required by law.
4. That employee laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code Section 88117 and the Agreement, Article 17.

The foregoing resolution is hereby ratified by the South Orange County Community College District Governing Board on the 29th day of October, 2012 by the following vote.

Nancy M. Padberg, President

T.J. Prendergast, III, Vice President

Marcia Milchiker, Clerk

James R. Wright, Member

William O. Jay, Member

David B. Lang, Member

Frank M. Meldau, Member

Gary L. Poertner, Chancellor
and Secretary to the Governing Board

South Orange County Community College District

**GOVERNING BOARD
RESOLUTION 12-35**

CLASSIFIED LAYOFF RESOLUTION

BE IT RESOLVED that the Governing Board of the South Orange County Community College District, pursuant to the recommendation of the Chancellor, hereby determines that the following classified position be eliminated, as of December 31, 2012 due to a lack of work and/or lack of funds:

<u>Number of Positions</u>	<u>Job Classification</u>	<u>Assigned Time</u>	<u>Disposition</u>
<i>1</i>	<i>Program Assistant (118) Categorically Funded CTE Health Career Bootcamp Grant Pos #4305 Saddleback College</i>	<i>40 hours/week 12 months/year</i>	<i>Eliminate</i>

BE IT FURTHER RESOLVED by the Governing Board as follows:

1. That due to a lack of funds and/or lack of work, the number of classified positions and/or employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 88127 and Article 17 of the Collective Bargaining Agreement (“Agreement”) between the District and the California School Employees Association – Chapter 586.
2. That the Chancellor, or his designee, is directed to give notice of layoff to the affected classified employees (considering displacement or bumping rights) pursuant to the requirements of law and the Agreement.
3. That said layoff shall become effective on December 31, 2012, subject to negotiations to the extent required by law.
4. That employee laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code Section 88117 and the Agreement, Article 17.

The foregoing resolution is hereby ratified by the South Orange County Community College District Governing Board on the 29th day of October, 2012 by the following vote.

Nancy M. Padberg, President

T.J. Prendergast, III, Vice President

Marcia Milchiker, Clerk

James R. Wright, Member

William O. Jay, Member

David B. Lang, Member

Frank M. Meldau, Member

Gary L. Poertner, Chancellor
and Secretary to the Governing Board

South Orange County Community College District

**GOVERNING BOARD
RESOLUTION 12-35**

CLASSIFIED LAYOFF RESOLUTION

BE IT RESOLVED that the Governing Board of the South Orange County Community College District, pursuant to the recommendation of the Chancellor, hereby determines that the following classified position be eliminated, as of December 31, 2012 due to a lack of work and/or lack of funds:

<u>Number of Positions</u>	<u>Job Classification</u>	<u>Assigned Time</u>	<u>Disposition</u>
<i>1</i>	<i>Program Assistant (118) Categorically Funded Health Information Technology Grant Pos #3607 Saddleback College</i>	<i>40 hours/week 12 months/year</i>	<i>Eliminate</i>

BE IT FURTHER RESOLVED by the Governing Board as follows:

1. That due to a lack of funds and/or lack of work, the number of classified positions and/or employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 88127 and Article 17 of the Collective Bargaining Agreement (“Agreement”) between the District and the California School Employees Association – Chapter 586.
2. That the Chancellor, or his designee, is directed to give notice of layoff to the affected classified employees (considering displacement or bumping rights) pursuant to the requirements of law and the Agreement.
3. That said layoff shall become effective on December 31, 2012, subject to negotiations to the extent required by law.
4. That employee laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code Section 88117 and the Agreement, Article 17.

The foregoing resolution is hereby ratified by the South Orange County Community College District Governing Board on the 29th day of October, 2012 by the following vote.

Nancy M. Padberg, President

T.J. Prendergast, III, Vice President

Marcia Milchiker, Clerk

James R. Wright, Member

William O. Jay, Member

David B. Lang, Member

Frank M. Meldau, Member

Gary L. Poertner, Chancellor
and Secretary to the Governing Board

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Resolution No. 12-34 Retirement Incentive Program & Public Agency Retirement System (PARS) Agreement: CSEA Bargaining Unit Employee Supplemental Retirement Plan

ACTION: Approval

BACKGROUND

The District is considering a supplementary retirement program for eligible CSEA Bargaining Unit employees for the 2011-12 academic year, to be administered through the Public Agency Retirement Systems (PARS). The retirement incentive program supplements PERS, and qualifies under relevant sections of Section 403(b) of the Internal Revenue Code.

STATUS

CSEA Bargaining Unit employees eligible to participate in the retirement incentive were notified of eligibility and received information and accompanying enrollment materials. Orientation workshops were held at Saddleback College and Irvine Valley College. As of the October 5, 2012 enrollment deadline, participation is sufficient to meet District fiscal and operational objectives.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 12-34 PARS Supplementary Retirement Plan (SRP) (Exhibit A); and approve the agreement for administrative services (Exhibit B) with Phase II Systems, trust administrators.

BOARD RESOLUTION #12-34

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ORANGE COUNTY, CALIFORNIA**

WHEREAS it is determined to be in the best fiscal interest of the District and its employees to provide a retirement incentive offer to eligible employees who wish to voluntarily exercise their option to separate from District Service;

WHEREAS there is no cash option available to employees in lieu of this retirement incentive offer;

WHEREAS Public Agency Retirement Services (PARS) has made available to the District a Supplementary Retirement Plan, a retirement incentive program supplementing PERS, and qualifying under the relevant sections of Section 403(b) of the Internal Revenue Code;

WHEREAS the District, pursuant to applicable policy and/or a collective bargaining agreement, desires to adopt the Supplementary Retirement Plan and to fund the incentive through nonelective employer, post-employment contributions to the PARS designated 403(b) provider.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Governing Board of Trustees of the District hereby adopts the PARS Supplementary Retirement Plan, as part of the District Retirement Program, effective October 29, 2012; and
2. The retirement incentive must meet the District's fiscal and operational objectives in order for the plan to go into effect. If these goals are not reached, the District may withdraw the retirement incentive. If the District withdraws the retirement incentive, resignations may be rescinded; and
3. The Board of Trustees of the District hereby appoints the Chancellor, or his/her successor or his/her designee as the District's Plan Administrator; and
4. The District's PARS Plan Administrator is hereby authorized to execute the contracts, custodial agreement facilitating the payment of contributions to the 403(b) arrangement, and other legal documents related to a trust or the plan on behalf of the District and to take whatever additional actions are necessary to maintain the District's participation in the plan and to maintain compliance of any relevant regulations issued.

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 October 29, 2012, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this October 29, 2012.

Gary L. Poertner, Chancellor and
Secretary of the Board of Trustees

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this day of , 2012, by and between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services (hereinafter "PARS") and the South Orange County Community College District ("Agency").

WHEREAS, the Agency is desirous of retaining PARS to act as administrator to assist the Agency in the establishment of early retirement incentive programs through contributions to purchase an *IRC 403(b)* fixed annuity contract (the "Plan"), for the benefit of Agency's eligible employees and their beneficiaries ("Participants"); and

WHEREAS, the Agency wishes for PARS to provide consulting, analytical, and administrative services necessary to implement the Plan; and

WHEREAS, in performance of the duties set forth hereinafter PARS shall designate from time to time a custodian and/or trustee to receive Employer Plan contributions ("Custodian") designated for Participants; and

WHEREAS, in performance of the duties set forth hereinafter, PARS shall designate from time to time an insurance company for the purpose of paying Participants a specified amount of money on a regular basis over a specified period of time ("Insurance Company") pursuant to the terms of the Plan.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".
3. **Payment Terms.** Payment for the Services will be remitted directly from contributions for the Plan that Agency has made to the Custodian unless otherwise stated in Exhibit 1B. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.

5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency's providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non-performance of Services if such non-performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.
6. **Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of PARS' obligations under this Agreement, PARS reserves the right to bill the Agency for Services under this Agreement at the rates indicated in PARS' standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.
7. **Records.** During the term of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of the Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
8. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
9. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
10. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from

any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of PARS' or Agency's, as the case may be, acts, errors, or omissions with respect to the performance of their respective duties hereunder.

11. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.
12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
13. **Force Majeure.** When satisfactory evidence of a cause beyond a party's control is presented to the other party, and nonperformance was unforeseeable, beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
14. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
15. **Designees.** The Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Board of the Agency through adoption of a Resolution, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
16. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
 - (B) To Agency: South Orange County Community College District; 28000 Marguerite Parkway, Mission Viejo, CA 92692; Attention: ChancellorNotices shall be deemed given on the date received by the addressee.
17. **Term of Agreement.** This Agreement shall remain in effect for the period beginning _____, 2012 and ending _____, 2017 ("Term"). This Agreement will

continue unchanged for successive twelve-month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term.

18. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
19. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
20. **Attorney's Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement, the prevailing party therein shall be entitled to receive its reasonable attorney's fees.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
23. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.
24. **Further Acts.** The Parties shall execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement, including but not limited to any Custodial Agreement and/or Trust Agreement as shall be required by PARS and/or the Custodian/Trustee.

AGENCY:

BY: _____

TITLE: _____ Chancellor _____

DATE: _____

PARS:

BY: _____

TITLE: _____

DATE: _____

EXHIBIT 1A
SERVICES

PARS will provide the following services for the South Orange County Community College District:

1. Plan Consultation Services:
 - (A) Meeting with Agency personnel to discuss the impact to the Agency of implementing a Plan;
 - (B) If appropriate, completing a fiscal analysis, based on data and assumptions provided by Agency, to determine the fiscal feasibility of a Plan;
 - (C) Meeting with Agency personnel to discuss the fiscal analysis and receive feedback on the analysis, data, and assumptions made;
 - (D) Making appropriate revisions to the fiscal analysis as directed by Agency.
2. Plan Installation Services:
 - (A) Meeting with Agency personnel to finalize plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
 - (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
 - (C) Providing the documentation needed to establish the Plan for review by Agency legal counsel.
3. Plan Administration Services:
 - (A) Monitoring the receipt of Plan contributions made by the Agency to the Custodian, based upon information received from the Agency and the Custodian;
 - (B) Performing periodic accounting of custodial assets, including the allocation of employer contributions, payments to the Insurance Company, investment activity and expenses (if applicable), based upon information received from the Agency and/or Custodian;
 - (C) Acting as ongoing liaison between the Participant and the Agency in regard to the Plan, which shall include use by the Participants of toll-free telephone communication to PARS;
 - (D) Producing benefit illustrations and processing enrollments;
 - (E) Coordinating the processing of contribution payments to the Insurance Company pursuant to authorized written Agency certification of eligibility, authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
 - (F) Coordinating actions with the Custodian as directed by the Plan Administrator within the scope of this Agreement.

4. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.
5. Any analysis provided by PARS is subject to the receipt of accurate information and assumptions as may be provided by Agency. The Agency is responsible for integrating the PARS analysis into any Agency budgetary analysis or decision-making processes. The fiscal projections in the PARS analysis are dependent upon future experience conforming to the assumptions used and the results will be altered to the extent that future experience deviates from these assumptions. It is certain that actual experience will not conform exactly to the assumptions used in the analysis.

EXHIBIT 1B
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit IA based upon the following schedule:

1. Upon implementation of the Plan associated with this Agreement, the Agency agrees to pay an administration fee equal to five and one-half percent (5.50%) of all premiums made by the Agency on behalf of Participants in the subject Plan, subject to a \$5,000.00 minimum per year for five years. Fees will be billed to the Custodian as contributions are made by the Agency, and it will be the responsibility of the Custodian to pay those fees from the custodial assets of the Plan.
2. In the event that the Plan associated with this Agreement is not implemented, the Agency agrees to pay a one-time fee equal to \$5,000.00. The fee will be billed to the Agency upon notice of cancellation of the Plan and it will be the responsibility of the Agency to pay this fee.

EXHIBIT 1C
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Fiscal Analysis Data (provided by Agency):
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Birth Date
 - (D) Participant's Hire Date
 - (E) Participant's Contract Salary
 - (F) Years of Agency Service
 - (G) Completed Request for Information Form, including applicable Salary Schedules, Collective Bargaining Agreements, and Board Policies
2. Participant Data (provided by Agency):
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Address
 - (D) Participant's Birth Date
 - (E) Participant's Hire Date
 - (F) Participant's Contract Salary
 - (G) Years of Agency Service
 - (H) Retirement Date
3. Executed Legal Documents (provided by Agency):
 - (A) Certified Board Resolution
 - (B) Addendum for Supplementary Retirement Plan/Execution Agreement
 - (C) Custodial Agreements/Disclosure Forms
 - (D) 403(b) Annuity Contracts & Disclosures
4. Completed Funding Documents (provided by Agency):
 - (A) Authorization to Pay Benefits Form
5. Completed Enrollment Forms (timely submitted by Participant):
 - (A) Correction Form
 - (B) Enrollment Form
 - (C) Beneficiary Designation Form
 - (D) Tax Withholding Form
 - (E) Proof of Age
 - (F) Letter of Resignation

TO: Board of Trustees

FROM: Gary Poertner, Chancellor

RE: SOCCCD: Report on Implementing Board of Governor's New Registration Priority Policies

ACTION: Discussion

BACKGROUND

On September 10, 2012 the Board of Governors (BOG) approved the proposed changes to the California Code of Regulations, title 5, regarding the establishment of system-level enrollment priorities. Please see **Exhibit A** for Proposed Title 5 (Section 58108 Regulation) registration priorities and **Exhibit B** for an implementation timeline of these new priorities.

The key element of this regulation includes the following registration priority:

1. Enrollment priorities for existing student groups identified in California Education Code (active duty military and veterans and foster youth and former foster youth).
2. Students participating in EOPS and DSPS programs who have completed orientation, assessment, and developed student education plans are maintained in the proposed regulation. (A provision was added to allow districts the discretion to collapse the first and second levels of priority.)
3. New students who have completed orientation, assessment, and developed student education plans and continuing students in good standing (defined as a student who is not on academic or progress probation for two consecutive terms and has not earned 100 degree-applicable units) constitute a large level three priority group. (Districts have discretion to establish local priorities among students in this group.)

Districts have discretion to establish local priorities below level three for all other students. Continuing students would lose enrollment priority if they earned more than 100 units (not including non-degree applicable basic skills and ESL) or if they were on academic or progress probation for two consecutive terms (as defined by existing title 5 regulations).

Districts would have authority to adopt policies exempting categories of students from the 100 unit limit, such as those in high unit majors or programs. Districts will be required to adopt an appeals policy and process for students who lose enrollment priority due to extenuating circumstances (verified cases of accidents, illnesses or other circumstances beyond the control of the student) and for students with disabilities who applied for but did not receive timely reasonable accommodation. Districts may also

allow appeals for students who demonstrate significant satisfactory academic improvement in a subsequent term, but whose term GPA is not high enough to raise the cumulative GPA.

Beginning in spring 2013, districts would be required to notify students who are at risk of losing enrollment priority due to unsatisfactory academic progress or standing. Districts will be required to fully implement by fall 2014 and ensure that all policies and course catalogs reflect the new enrollment priority requirements and that appropriate and timely notice is provided to students. (See Exhibit B).

Specific Request for Report Questions

1. How do both colleges plan on implementing the Board of Governors new registration priority?

Colleges through faculty, administrator, and staff representatives will have an opportunity to solicit and share input at the district-wide Board Policy and Administrative Regulation Advisory Committee (BPARAC), which is charged with the coordination of the writing and revising of SOCCCD board policies and administrative regulations.

In this case, BPARAC will update AR-5210 (Enrollment Limitations and Priorities) as it looks to implement the BOG new registration priority. While the new BOG regulations prescribe a particular priority order for specific student populations, the District will have some flexibility in further refining their priority registration process. The colleges, via faculty, administrator, and staff representatives, will collaborate to establish registration priority recommendations and submit to BPARAC for finalization by December 2012.

2. How will the colleges educate students about new rules?

Once new registration priorities are established both colleges will communicate priorities and implications of changes to all students, with emphasis to students directly impacted by these changes. An information campaign will be launched spring 2013, with implementation for fall 2014 admissions and registration (December 2013). We will employ a variety of communication modes and venues.

3. What will students on academic probation be expected to do under the new policy?

Students are notified of their probation status at the end of each semester. Both colleges have established intervention programs for students on probation and/or disqualification. These interventions will not be impacted by the new policy. Under the new enrollment priority, districts will be required to lower enrollment priority for students on probation after two semesters.

4. How will the colleges assist students near the unit cap to meet their remaining course requirements?

A district-wide work group with representatives from both colleges' Admissions and Records, Counseling Services/Matriculation, District Research, and District IT meets regularly regarding the challenges ahead to provide programming to implement registration priorities, early intervention opportunities and positive feedback and encouragement to students who are succeeding toward their goals. Additional

programming will be conducted to identify students at critical momentum points (30 units, 45 units, 60 units) to meet with a counselor to review their academic progress, their education plans, and ultimately a degree audit.

5. How will the new appeals process for students who lose registration priority for unforeseen reasons work in our district?

Students who have lost registration priority due to extenuating circumstances will have an opportunity to appeal the decision. The colleges will work together to determine a consistent appeals process.

6. How will these changes affect overall course offerings, including community education programs?

There is nothing in the Student Success Act of 2012 (SB 1456) or Title 5 regulation 58108 that directly affects course offerings. The intent of the new registration priorities is to allow first time students, who have completed orientation, assessment, received advisement and developed student educational plans, to receive priority registration.

Sherpa, My Academic Plan (MAP) student preference, and assessment data will be utilized by the Offices of Instruction to facilitate development of two-year schedule plans. If a growth allocation is realized the colleges would be able to add more sections of math and writing courses, which have been shown to increase student completion when taken in the first year of study. Some faculty teaching math, English and ESL are currently reviewing curriculum and experimenting with accelerated basic skills courses. It may be possible to develop community education classes to prepare students for assessment; students who refresh prior to testing are likely to test into higher level courses.

7. How will college staffing plans be affected by these new requirements for matriculation, counseling and other areas?

Staffing will be impacted in Counseling (e.g. probation/disqualification workshops, completed orientation, assessment, first-semester education plans, etc.), Financial Aid (e.g. upfront workshops and support, processing of Fin Aid appeals, BOG fee waiver monitoring, etc.), campus and district IT (e.g. programming/reprogramming of priorities in student information system; identification, tracking and communication to impacted students; etc.).

8. Are any ancillary effects of the new policy anticipated?

Three possible ancillary effects of the new policy are foreseen:

- A clearly communicated admission deadline will need to be considered to allow time for students to complete the matriculation steps required to qualify for the earlier registration time. Students who miss the deadline would not be eligible for the benefit of the earlier registration time.
- Re-enforcement of our efforts for early admissions and working with high school partnerships.

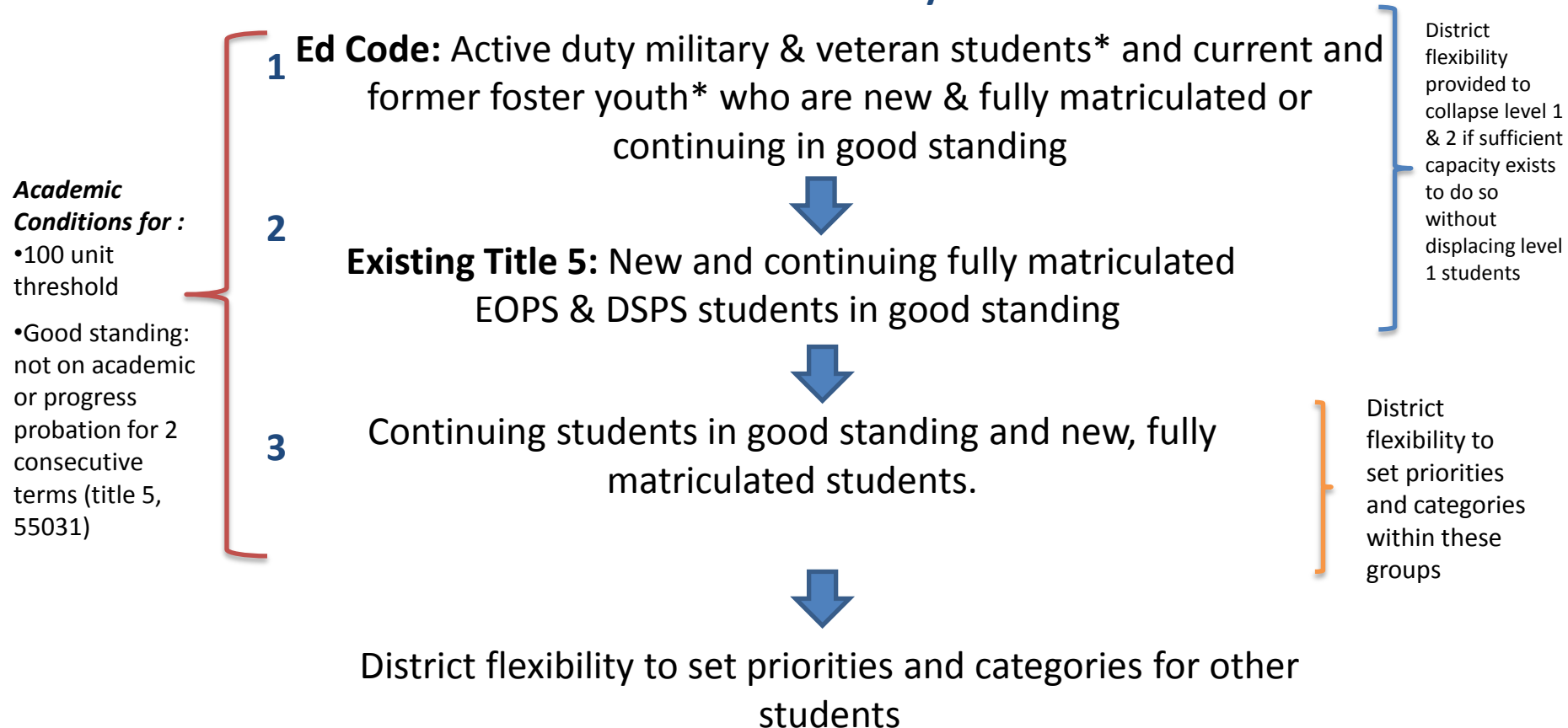
- Currently both colleges have a liberal deferral procedure for students to defer (delay) completing matriculation. Discussions are underway regarding ways to reduce the number of students being granted a deferral. The goal, wherever possible, is to have similar processes between the colleges.

Exhibits Attached

1. Exhibit A: Order of Priority
2. Exhibit B: Timeline

Priority Enrollment Concept in the Proposed Title 5, Section 58108 Regulation

Order of Priority:



**Education Code section 66025.8 requires community college to grant priority enrollment to any member or former member of the Armed Forces of the United States within four years of leaving active duty. EC 66025.9 requires priority enrollment for current and former foster youth up to, and including, age 24.*

Student Success Task Force Recommendation 3.1 Proposed Title 5, Section 58108 Enrollment Priority Regulation

Timeline



If the title 5 regulatory proposal is adopted by the BOG....



**Districts may implement the new priority enrollment requirements earlier than Fall 2014*

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Proposition 32 - Prohibition on Political Contributions by Payroll Deduction and on Contributions to Candidates

ACTION: Information

BACKGROUND

Proposition 32 is a ballot measure on the November 6 election that prohibits unions, corporations, government contractors, and state and local government employers from spending money deducted from an employee's paycheck for "political purposes." It would include political contributions; independent expenditures (defined as communications such as billboards, advertisements, mailings, television and radio commercials that expressly advocate the nomination, election, or defeat of a clearly identified candidate, but which is not made to, or at the behest of, a candidate); member communications related to campaigns; and other expenditures to influence voters. This measure would not affect unions' existing authority to use payroll deductions to pay for other activities, including collective bargaining and political spending in federal campaigns. The measure also prohibits corporations and unions from making political contributions to candidates. That is, they could not make contributions (1) directly to candidates or (2) to committees that then make contributions to candidates. This prohibition, however, does not affect a corporation or union's ability to spend money on independent expenditures. The measure would prohibit payroll deductions from being used for independent expenditures. Unions utilize this method to fund independent expenditure donations. Corporations do not use this method to fund independent expenditures, therefore this measure would have very limited or no effect on them. Theoretically unions could still fund independent expenditures, but not through payroll deductions.

Additionally, the measure prohibits government contractors (including public sector labor unions with collective bargaining contracts) from making contributions to elected officials who play a role in awarding their contracts. Specifically, government contractors could not make contributions to these elected officials from the time their contract is being considered until the date their contract expires.

Two similar measures in the past - Proposition 226 in 1998 and Proposition 75 in 2005 - failed to pass.

STATUS

The Legislative Analyst's Office (LAO) estimates that the state would experience increased costs to investigate alleged violations of the law and to respond to requests for advice. In addition, state and local governments would experience other increased administrative costs. The LAO estimates that these costs could exceed **\$1 million annually**.

Item Submitted By: *Gary Poertner, Chancellor*

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

BACKGROUND

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

STATUS

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
9/19/12 9:00am	SSC 212 & Quad	Audra DiPadova	ASG – Global Activist Club	Michael Arredondo Tessa Stadel	Invisible Children – Child Soldiers in Central Africa
10/19/12 12:00pm	BGS 119	Malia Hill	FASH 254 – Fashion in Southern California	Brandi Borchard	Swimwear Design
10/19/12 12:00pm	BGS 119	Malia Hill	FASH 254 –Fashion in Southern California	Laura Weitzman	Anthropology Visuals
11/5/12 12:00pm	HS 145	Claire Cesareo-Silva	Ethic Studies Advisory Committee “Living in the Bubble”, Hidden Social Issues in Orange County	Tom Offerdahl	Addiction and Recovery
11/5/12 12:00pm	HS 145	Claire Cesareo-Silva	Ethic Studies Advisory Committee “Living in the Bubble”, Hidden Social Issues in Orange County	Michael Finch	Addiction and Recovery
11/5/12 12:00pm	HS 145	Claire Cesareo-Silva	Ethic Studies Advisory Committee “Living in the Bubble”, Hidden Social Issues in Orange County	Jens Christy	Addiction and Recovery
11/6/12 5:00pm	HS 145	Claire Cesareo-Silva	Ethic Studies Advisory Committee “Living in the Bubble”, Hidden Social Issues in Orange County	Jeannine Loucks	Co-Presenter: “Mental Illness and Law Enforcement: Erasing the Stigma” about efforts to improve understanding and advocacy when law enforcement encounter individuals with mental illness.

11/6/12 5:00pm	HS 145	Claire Cesareo-Silva	Ethic Studies Advisory Committee “Living in the Bubble”, Hidden Social Issues in Orange County	Robert H. Gustafson, Police Chief	Co-Presenter: “Mental Illness and Law Enforcement: Erasing the Stigma” about efforts to improve understanding and advocacy when law enforcement encounter individuals with mental illness
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IRVINE VALLEY COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Basic Aid Report
ACTION: Information

BACKGROUND

The Board of Trustees has requested regular information reports about projected basic aid receipts and approved projects.

STATUS

EXHIBIT A shows FY 1999–2000 actual Basic Aid receipts since the District became a Basic Aid District, as well as the projects that the Board of Trustees has approved for funding with Basic Aid Funds.

As of September 30, 2012, Total Basic Aid Estimated Receipts of \$472.7M less Total Approved Projects in the amount of \$455.1M leaves a \$17.6M balance for uncommitted Basic Aid Funds which includes approximately \$16M to be committed to OPEB retiree medical liability.

It should be noted that some of the approved projects are for state funded project match. Although approved, these funds will not be needed until the projects are approved by the State for funding.

There were no changes for the Basic Aid allocation from the September, 2012 report.

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
October 29, 2012**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/08 Actual</i>	<i>2008/09 Actual</i>	<i>2009/10 Actual</i>	<i>2010/11 Actual</i>	<i>2011/12 Actual</i>	<i>Balance Remaining for 2012/13</i>
CLOSED PROJECTS							
CLOSED PROJECTS TOTAL	114,482,353	112,114,469	1,747,393	619,815	675	-	-
CAPITAL PROJECTS							
Campus Appearance Improvement IVC & SC (2009)	1,000,000		378,837	215,312	144,365	738	260,748
ATEP Building Demolition (2007)	7,000,000		61,693	12,192	1,439,404	781,124	4,705,587
ATEP Development (2008)	3,750,000	565,425	1,041,250	750,807	735,035	555,174	102,309
ATEP First Building Phase 3A (2011)	12,500,000						12,500,000
ATEP Operating Budget* (2006)	11,601,028	3,935,289	2,273,645	2,390,930	1,798,762	507,119	695,283
ATEP Renovation (2002)	7,964,191	7,192,625	103,660	450,213	153,872	29,990	33,831
ATEP Site Development (2012)	340,436					31,948	308,488
ATEP Site Development (2013)	2,100,000						2,100,000
ATEP Site Development Negotiations (2008)	4,265,883	899,132	1,080,568	592,509	618,846	322,921	751,907
ATEP Staffing, Equipment, Program Development (2007)	891,611		20,689	171,285	346,066	291,119	62,452
IVC A-400 Bldg Remodel (2011)	11,463,000					28,153	11,434,847
IVC Business & Technology Innovation Center (2002)	10,182,000	6,571,307	2,292,938	23,716	-	(346)	1,294,385
IVC Design and Install Entrance from Barranca (2003)	2,850,000	9,950	-	41,576	45,644	143,803	2,609,026
IVC Fine Arts Building (2008)	8,897,115	61,163	115	-		-	8,835,837
IVC Landscaping PAC & BSTIC (2009)	1,796,000		-	105,493	146,485	1,286,761	257,261
IVC Life Sciences Project (2004)	17,410,000		81,776	793,360	448,231	(1,169,892)	17,256,525
IVC New Parking Lot (2013)	2,920,000						2,920,000
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	150,142
IVC Replace Main Water Valves (2010)	275,000			6,035	76,957	97,311	94,697
IVC Replace Natural Gas Piping A&B Quads (2010)	230,000			3,088	41,368		185,544
IVC Science Lab Addition & Remodel (2006)	6,980,000	362,837	2,373,462	2,024,161	412,531	-	1,807,009
IVC SSC HVAC System (2010)	800,000			1,346	19,668	732	778,254
IVC Upgrade Exterior & Entries to B300 (2013)	680,000						680,000
IVC Utility Service Project (2006)	416,000	346,223	-	-		-	69,777
SC Bridge Replacement (2010)	1,700,000			2,693	97,266	661,721	938,320
SC Building Repairs - Library Remodel (2003)	7,141,000	77,892	-	511,511	745,863	1,817,215	3,988,518
SC Building Repairs - LRC Comm Arts Renovation (2013)	2,622,000					-	2,622,000
SC Building Repairs - ATAS Building (2003)	14,733,313	152,376	1,048	-	13,800	94,380	14,471,709
SC Building Repairs - ATAS Swing Space Renov (2013)	5,806,687						5,806,687
SC Demolition and Upper Quad Remodel (2008)	1,000,000		-	-			1,000,000
SC Demolition of Lower Campus Buildings (2002)	1,719,000	1,718,545	-	-			455
SC Fine Arts HVAC Renovation (2013)	1,000,000						1,000,000
SC Golf Driving Range Net Replacement (2005)	300,000	91,800	5,000	5,000	4,950	19,300	173,950
SC Health Sciences/DS Waterproofing (2013)	1,000,000						1,000,000
SC Loop Road (2008)	3,442,000		-	5,740	212,701	-	3,223,559
SC M/S/E Bldg, Soil, & Slab Repairs (2003)	128,710	128,595	115	-			-
SC M/S/E Plaza Repairs (2008)	69,288		69,288	-			-
SC M/S/E Renovation (2009)	39,000		39,000	-			-
SC McKinney Theater Restroom remodel (2007)	2,542,000	267,956	2,023,613	72,862	121	8,244	169,204

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
October 29, 2012**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/08 Actual</i>	<i>2008/09 Actual</i>	<i>2009/10 Actual</i>	<i>2010/11 Actual</i>	<i>2011/12 Actual</i>	<i>Balance Remaining for 2012/13</i>
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	33,349
SC Roof Replace Tech & Applied Science, Village Bldg 3-8 (2010)	1,500,000			166,833	851,935	337,751	143,481
SC Sciences Building (M/S/E annex) (2003)	58,835,346	29,595	-	-	258,563	1,840,003	56,707,184
SC Storm Drain Repairs (2013)	1,500,000						1,500,000
SC Temporary Classroom Facilities (2005)	7,269,285	7,176,367	450	300		-	92,168
SC Village Expansion (2009)	3,942,000		463,110	2,942,595	474,450	(33,574)	95,418
SC Village Remodel (2007)	4,130,000	244,229	2,014,945	1,311,975	124,943	13,762	420,147
SC Water Damages/Storm Drainage Issues (2013)	750,000						750,000
CAPITAL PROJECTS TOTAL	241,397,008	29,831,305	14,325,202	12,601,556	10,704,505	7,889,263	166,045,177

SCHEDULED MAINTENANCE							
College Scheduled Maintenance Projects (2005)	1,000,000	965,319	7,765	2,630	-	24,285	0
College Scheduled Maintenance Projects (2006)	4,000,000	909,270	1,420,296	1,182,288	250,144	40,735	197,267
IVC Library Exterior (2013)	275,000						275,000
IVC Lighting & Walkways (2013)	475,000						475,000
IVC Sports Facilities (2012)	342,600						342,600
SC Central Plant (2013)	750,000						750,000
SC Energy Management System (2012)	657,400					323,678	333,722
SC PE Complex (2013)	500,000						500,000
SCHEDULED MAINTENANCE PROJECTS TOTAL	8,000,000	1,874,589	1,428,061	1,184,918	250,144	388,698	2,873,590

IT PROJECTS							
Campus Desktop Refresh (2013)	750,000						750,000
SOCCCD Awards Management System (2013)	500,000						500,000
SOCCCD Blackboard Plug-ins (2013)	150,000						150,000
SOCCCD Degree Audit/MAP Upgrade (2013)	750,000						750,000
SOCCCD Document Management Solution (2011)	659,202					622,823	36,379
SOCCCD End-of-Life Core Network/Tech Refresh (2013)	2,500,000						2,500,000
SOCCCD Enterprise Content Mgmt Expansion (2013)	150,000						150,000
SOCCCD HR/Bus Svcs Integrated Software (2013)	3,000,000					16,131	2,983,869
HRIS Data Migration	20,000						20,000
IT Governance - TeamDymanixHE Software	50,000						50,000
TracDat Integration with SharePoint	35,000						35,000
DW Infrastructure Inventory System	75,000						75,000
MySite Help System	20,000						20,000
Unified Communications System	50,000						50,000
IT Contingency	277,855						277,855
SOCCCD IT Basic Aid Projects (2013)	527,855					-	527,855
SOCCCD IT Projects SC/IVC/ATEP Instruct & Student Svc (2010)	8,744,770			2,906,089	2,665,868	1,745,944	1,426,869
SOCCCD Matriculation SEP System (2013)	100,000						100,000
SOCCCD Predictive Analytics (2013)	250,000						250,000
SOCCCD Student Information System Enhancement (2013)	1,500,000						1,500,000
SOCCCD Student Information System Upgrade-Phase I/Phase II (2006)	14,102,260	8,819,991	4,111,633	1,099,661	4,250	22,466	44,259

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
October 29, 2012**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/08 Actual</i>	<i>2008/09 Actual</i>	<i>2009/10 Actual</i>	<i>2010/11 Actual</i>	<i>2011/12 Actual</i>	<i>Balance Remaining for 2012/13</i>
SOCCCD Technology Needs 2007/08 (2008)	8,036,477	1,668,384	3,815,348	1,197,263	923,579	392,177	39,726
IT PROJECTS TOTAL	41,720,564	10,488,375	7,926,981	5,203,013	3,593,697	2,799,541	11,708,957

OTHER ALLOCATIONS							
College (SC) Instructional Equipment Needs (2005)	1,392,000	858,276	473,955	55,238	-	1,847	2,685
SOCCCD Consultant District Educational & Facilities Master Plan (2005)	735,010	370,010	-	-	321,010	21,400	22,590
SOCCCD Design/Build Specialty Consultant (2013)	175,000					13,300	161,700
SOCCCD DSA Project Close Out (2013)	160,000						160,000
SOCCCD Facilities System (2013)	704,000						704,000
SOCCCD FPP, IPP, 5 Year Plans (2013)	100,000						100,000
SOCCCD Lease/Leaseback Consultant (2013)	175,000						175,000
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)	435,000	102,000	34,354	13,140		117,900	167,606
SOCCCD Legal Counsel Facility Related Issues (2013)	300,000						300,000
SOCCCD Legal Defense for Invocation Complaint (2010)	1,208,817					1,208,817	-
SOCCCD Trustee Election/General Election Expense (2004 - present)	2,198,988	453,867	527,830	-	417,291	-	800,000
SOCCCD Additional 1% Contingency (2009)	1,278,101		-	-	1,278,101	-	-
SOCCCD Retiree Benefits (2001 - present)	40,617,938	24,417,938	500,000	2,500,000	8,000,000	2,600,000	2,600,000
OTHER ALLOCATIONS TOTAL	49,479,854	26,202,091	1,536,139	2,568,378	10,016,402	3,963,264	5,193,580

BASIC AID PROJECT TOTALS	455,079,779	180,510,829	26,963,776	22,177,681	24,565,424	15,040,766	185,821,304
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	<i>1999/08 Actual</i>	<i>2008/09 Actual</i>	<i>2009/10 Actual</i>	<i>2010/11 Actual</i>	<i>2011/12 Actual</i>	<i>Balance Remaining for 2012/13</i>
Commitments	257,813,653	54,256,170	37,446,916	41,176,493	(9,951,045)	74,337,592
Cumulative Commitments	257,813,653	312,069,823	349,516,739	390,693,233	380,742,187	455,079,779
Receipts	265,016,219	51,179,365	39,022,021	38,737,963	39,301,044	39,462,256
Cumulative Receipts	265,016,219	316,195,584	355,217,605	393,955,568	433,256,612	472,718,868
Cumulative Expenses	180,510,829	207,474,605	229,652,286	254,217,709	269,258,475	455,079,779
Uncommitted Basic Aid Funds	84,505,390	108,720,979	125,565,319	139,737,859	163,998,137	17,639,089

<i>Change from September 2012 Report:</i>	<i>Approved Amount</i>						<i>2012/13 and Forward</i>
	-						-
Total Change	-						-

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Facilities Plan Status Report
ACTION: Information

BACKGROUND

On August 30, 2004, the Board of Trustees received a list of projects under consideration for local funding and a report on the status of each project. The Board requested to be kept informed about these and other facilities projects.

STATUS

EXHIBIT A provides an up-to-date report on the status of current construction projects.

FACILITIES PLAN STATUS REPORT
October 29, 2012

SADDLEBACK COLLEGE

1. JAMES B. UTT LIBRARY 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 \$13,673,000 and this amount was returned to the basic aid account. Equipment funding of \$2,000,000 is still pending receipt from the state.

Contractor delays result in extended costs for inspections, labor compliance, and project management cost. Staff will seek reimbursement during settlement discussions with the contractor.

Status: The contractor is *seventeen* months behind schedule. On March 5th, the Division of Labor Standards Enforcement (DLSE) approved the district's request for forfeiture by the contractor of \$529,459.14 associated with payroll irregularities. Parties agreed upon a postponement and are waiting the scheduling of the DLSE hearing. *The hearing was held on October 26, 2012.* Other payment withholdings address stop notices filed by subcontractors and material suppliers. On April 4th, the contractor preserved their rights to file a claim, formally rejected by the Board in April, followed immediately by a public records request for all project documents. Staff continues working with district legal counsel to address all related matters.

In Progress: Project punch list, building systems commissioning with M&O, close out documents and warranties submittals, DSA close out.

Recently Completed: I.T. equipment installation and move-in 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: <i>September</i> 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: The project was submitted to Division of the State Architect (DSA) on June 5, 2012 with central plant submittal *on August 1, 2012 and also currently under review.*

In Progress: Review of the DSA construction documents is underway by the college and district. Selection process for Lease/Leaseback contractor is underway. *Three proposals were reviewed by the Selection Committee. The project is over budget and will require value engineering efforts. The recommendation for a Preconstruction Services consultant is before the Board at this October meeting with direction to address the specific need for reducing project costs by 25%.*

Recently Completed: Proposals were received on September 6, 2012.

Focus: Staff is continuing efforts on constructability reviews and contractor procurement.

Project Start: March 2011	Scheduled Finish: October 2014
Projected Finish: October 2014	DSA Close Out: Pending

3. LOOP ROAD

	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: Phase I planning is complete. Phase II work placed on hold. *Environmental impacts are expected to be influential in budget and schedule planning.*

In Progress: *Priority order for secondary effects is under consideration in relationship to scheduled maintenance concerns.*

Recently Completed: *Focus on the Loop Road project is directed toward secondary effects. The College anticipates removal or a lowered priority of the primary Loop Road construction scope during the Education and Facilities Master Planning process scheduled for 2015.*

Focus: *District and College staff and administration identified the secondary effects for the Loop Road project, specific to parking lot/storm drainage improvements, as a high priority. The current budget assignment will combine with scheduled maintenance budget assignment for storm drainage to achieve economy of scale.*

Project Start: Phase I-Feb 2010, Phase II-Feb 2011	Scheduled Finish: On Hold
Projected Finish: On Hold	DSA Close Out: On Hold

4. BRIDGE REPLACEMENT PROJECT

	Original	Revision	Total
Project Budget:	\$1,700,000	-	\$1,700,000
State Match:	-	-	-
Basic Aid Allocation:	\$1,700,000	-	\$1,700,000

Budget Narrative: Budget reflects Board agenda action on 3/25/10. The Board approved basic aid funding of \$1,700,000 for the southeast library bridge due to a finding of failing structural integrity.

Status: All construction is complete. *This project will be removed from future Board reports.*

In Progress: DSA Close Out. On August 28, 2012, DSA has received all required close out documents. Written close out certification is anticipated within a month..

Recently Completed: Notice of Completion: May, 2012.

Focus: DSA Close Out. *The project has been closed out and was certified by DSA.*

Project Start: March 2010	Scheduled Finish: July 2012
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Projected Finish: May 2012	DSA Close Out: Underway
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5. 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 of the building and the architect determined the new budget estimate to be \$14,733,000. On August 27, 2012, the Board approved \$12,777,000 to fully fund the project budget.

Status: The design is in the schematic phase. (Note: Design phases: Programming, Schematic, Design Development, Construction Documents, DSA Submittal)

In Progress: The architect and District are working with the user groups to further define user needs in support of educational delivery.

Recently Completed: Focus is on swing space.

Focus: Schematic design with end user participation. District and college representatives met on site with the AOR and surveying team last month and surveying and utilities location mapping is underway. *Supplemental soils testing at the North Wing of the building is underway.*

Project Start: September 2011	Scheduled Finish: March 2015
Projected Finish: March 2015	DSA Close Out: Pending

6. TAS SWING SPACE PROJECT

	Original	Revision	Total
Project Budget:	\$5,807,000		\$5,807,000
State Match:	-	-	-
Basic Aid Allocation:	\$5,807,000		\$5,807,000

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.

Status: Programming underway. Village building assignments were made by the college this month

In Progress: *Three meetings were held this month to coordinate the temporary academic program use for the Auto-Tech swing space with future transportation needs. Village*

swing space programming began for all remaining TAS Building programs. *One meeting was held with the user group to further refine layouts in Village swing space buildings.*

Recently Completed: The College reviewed alternate campus locations for the Auto-Tech swing space and maintained the initial location near the District Warehouse operations.

Focus: Swing Space programming efforts.

Project Start: May 2012	Scheduled Finish: December 2014
Projected Finish: December 2014	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.

Project Start: October 2003	Scheduled Finish:
Finish: Complete: July 2007	DSA Close Out: Underway

2. B-200 SCIENCE LAB ANNEX AND B-239 REMODEL

	Original	Revision	Total
Project Budget:	\$4,120,000	\$2,860,000	\$6,980,000
State Match:	-	-	-
Basic Aid Allocation:	\$4,120,000	\$2,860,000	\$6,980,000

Budget Narrative: Budget reflects Board actions on 6/26/06 and 9/22/08.

Status: Construction complete and occupied. DSA close out underway.

In Progress: District staff and the architect continue coordination toward this DSA close out effort. Two remaining change orders have been resubmitted for DSA review.

Recently Completed: The Notice of Completion was filed on July 8, 2010. One of three remaining change orders has been approved.

Focus: DSA Close Out

Project Start: July 2006	Scheduled Finish: December 2009
Finish: May 2010	DSA Close Out: Underway

3. 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	\$16,297,000	\$17,410,000

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 budget totaled \$24,861,000. The 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. The Board reallocated a portion of the state's short fall using basic aid funding for a funded total of \$17,410,000. Since the last basic aid allocation, the state has reimbursed the district \$6,797,891 resulting in no need for additional basic aid funding. Reallocation of overage to project budget (currently \$10,488,000 and subject to change as additional reimbursements are received) back to basic aid funds will be considered in future allocation discussions. Approximately half of the state's contribution for construction funding and all equipment funding is pending.

Status: Project is on hold for transition between the original contractor and the take-over contractor. The Surety has assigned *SJ Amoroso* as the take-over contractor.

In Progress: *Mobilization efforts with the Take-Over contractor.*

Recently Completed: *Negotiation for the Take-Over Agreement is complete. The Pre-Construction Kick-Off meeting was held on October 18, 2012, and construction began the week of October 22, 2012.*

Focus: *Assisting with a smooth transition as the Take-Over contractor begins their mobilization efforts.*

Project Start: December 2008	Scheduled Finish: July 2012
Projected Finish: April 2013	DSA Close Out: Pending

4. 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 to the State Chancellor's Office on June 30, 2008. Funding was pushed back first to December, 2009, and again to September, 2010. The District re-submitted once more with a shift of funding to the 2013-2014 fiscal year. Though final budget will be resolved after the State Chancellor's Office has completed the funding process.

In Progress: The State Chancellor's Office indicates a preference to roll the 2013-14 projects to 2014-15 which includes this project.

Recently Completed: On Hold

Focus: Awaiting State Chancellor's Office funding approval.

Project Start: On Hold	Scheduled Finish: On Hold
Projected Finish: On Hold	DSA Close Out: 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: In plan check with the City of Irvine, Southern California Edison and DSA. *The City of Irvine has provided meeting minutes from a 1996 City Council meeting that, in the*

context of a land exchange between them and the Irvine Company, included a description of an SOCCCD agreement to provide a pedestrian bridge creek crossing in exchange for land use at the Barranca connection. District finds no evidence of participating in this understanding. A meeting with the City is being planned.

In Progress: Construction document review by various regulatory agencies.

Recently Completed:

Focus: Final review by City of Irvine, Southern California Edison and the DSA.

Project Start: March 2010	Scheduled Finish: Spring/Summer 2013
Projected Finish: Spring/Summer 2013	DSA Close Out: Pending

6. GREAT LAWN PROJECT

	Original	Revision	Total
Project Budget:	\$1,250,000	\$546,000	\$1,796,000
Anticipated State Match:	-	-	-
Basic Aid Allocation:	\$1,250,000	\$546,000	\$1,796,000

Budget Narrative: Budget reflects Board agenda action on 8/31/2009 and 5/24/2010. The basic aid assignment of \$1,796,000 was sufficient to meet project costs.

Status: Construction Complete.

In Progress: Construction Complete.

Recently Completed: Construction Complete.

Focus: DSA Close Out

Project Start: March 2009	Scheduled Finish: December 2011
Projected Finish: May 2012	DSA Close Out: Underway

7. A400 RENOVATION AND EXPANSION PROJECT

	Original	Revision	Total
Project Budget:	\$3,004,051	\$8,458,949	\$11,463,000
Anticipated State Match:	-	-	-
Basic Aid Allocation:	\$1,000,000	\$10,463,000	\$11,463,000

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. Staff will recommend an increase in the project budget to address the furniture, fixture and equipment expenditure during the 2012-2013 Basic Aid Allocation review process.

Status: The Board approved the use of Design-Build procurement. Criteria document and programming efforts are *complete*.

In Progress: *The Request for Proposals has been distributed to the three selected firms.*

Recently Completed: Eighteen responses to the Request for Qualifications were received. Six firms were selected for interviews held on Friday, September 14, 2012. Three firms were chosen to provide responses to the Request for Proposals anticipated for receipt in November.

Focus: Design-Build Entity selection process.

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: Notice of Completion for the last building is anticipated for the October Board meeting.

In Progress: *Minor comments for the Building foundations and infrastructure were received from the City of Tustin with response and further plan development underway.*

Recently Completed: Building 26 demolition.

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 MONUMENT SIGNAGE

	Original	Revision	Total
Project Budget:	-	-	-
Anticipated State Match:	-	-	-
Basic Aid Allocation:	-	-	-

Budget Narrative: There is money in the ATEP Renovation/Temporary Buildings fund should this project move forward.

Status: The Valencia Loop Road monument sign reflects the design of the City's sign on the opposite corner. Plan comments have been addressed and resubmitted to the City.

In Progress: On Hold and part of the current negotiations with the City of Tustin.

Recently Completed: On Hold

Focus: On Hold

Project Start: On Hold	Scheduled Finish: On Hold
Projected Finish: On Hold	DSA Close Out: On Hold

3. ATEP FIRST BUILDINGS - PHASE 3A

	Original	Revision	Total
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 in anticipation of upcoming project budget development.

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 to begin developing the Criteria documents and programming. Programming completed January 2012.

In Progress: Criteria Document development.

Recently Completed:

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

	<i>Original</i>	<i>Revision</i>	<i>Total</i>
<i>Project Budget:</i>	\$704,000	-	\$704,000
<i>Anticipated State Match:</i>	-	-	-
<i>Basic Aid Allocation:</i>	\$704,000	-	\$704,000

Budget Narrative: Budget reflects Board action on 6/25/2012.

Status: Kick off and Progress meetings have been monthly beginning in July.

In Progress: Data download for report development and review. Data reporting coordination to test compatibility between SchoolDude software and State Chancellor FUSION data base.

Recently Completed: Condition Assessments for IVC and Saddleback Student Services complete for pilot assessment. Fred Harris, with State Chancellor's office, visited District offices to discuss planning and scheduled maintenance efforts in relationship to statewide effort.

Focus: Review pilot efforts, course correct if necessary and progress with condition assessment completion.

Project updates for active projects may be viewed at:
<http://soccdd.edu/businessservices/ProjectUpdates.html>.

Definitions:

Project Start: Month Architect is brought on board for design
Scheduled Finish: Assumed duration of project depends on variables, such as agency review, that are outside of the control of District and consultants
Projected Finish: Identified finish at the time of the report

DSA Close Out: The process of sending required documents to DSA to obtain project certification. Level of project complication dictates timeframe for completing this scope of work.

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

BACKGROUND

In April 2008 the SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program. It was funded in June, 2008 with a deposit of \$50,791,103. An additional deposit of \$4,618,708 was made on January 10, 2011 for a total of \$55,409,811.

STATUS

This report is for the period ending September 30, 2012 (Exhibit A). The portfolio is comprised of 52.7% Fixed Funds (Bonds) and 47.3% Common Stocks (Domestic and International). The fair market value at September 30, 2012 is \$67,752,206. Since inception, the trust has earned a 5.18% annualized return, which is up .38% from the prior month's annualized amount. The annualized return is consistent with the market.

October 8, 2012

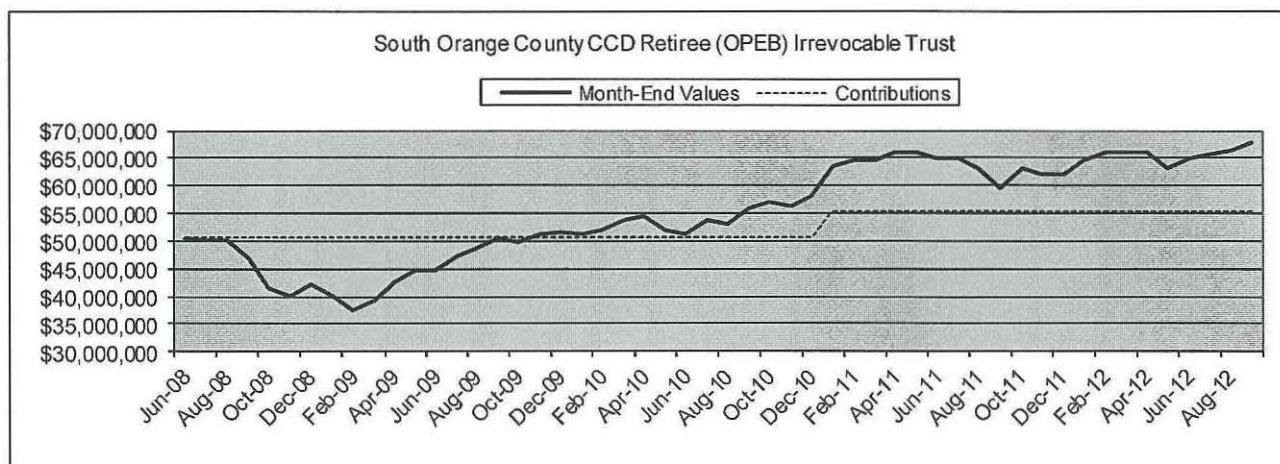
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value on September 30th of \$67,752,206.21 your portfolio was up 1.93% for the month and up 5.18% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of bond funds (52.7%), and common stock funds (47.3%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008 and an additional contribution of \$4,618,708.00 on January 10th, 2011 for a total of \$55,409,811. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>September 2012</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	1.93%	9.15%	5.18% annualized return
S&P 500	2.58%	16.43%	5.13% (Domestic Stocks)
MSCI EAFE	2.96%	10.08%	-3.14% (International stocks)
Barclays Aggregate	0.14%	4.00%	6.71% (Domestic Bonds)



Very truly yours,

Scott W. Rankin
Senior Vice President

Benefit Trust - Retiree (OPEB) Trust**EXHIBIT A**
Page 2 of 2

Month - Year	Month-End Values	Contributions
June-08	\$ 50,589,708	\$ 50,791,103
June-09	\$ 44,706,214	\$ 50,791,103
June-10	\$ 51,342,419	\$ 50,791,103
July-10	\$ 53,704,177	\$ 50,791,103
August-10	\$ 53,206,683	\$ 50,791,103
September-10	\$ 55,816,988	\$ 50,791,103
October-10	\$ 57,104,621	\$ 50,791,103
November-10	\$ 56,224,029	\$ 50,791,103
December-10	\$ 58,006,867	\$ 50,791,103
January-11	\$ 63,349,822	\$ 55,409,811
February-11	\$ 64,479,212	\$ 55,409,811
March-11	\$ 64,427,596	\$ 55,409,811
April-11	\$ 66,174,437	\$ 55,409,811
May-11	\$ 65,875,362	\$ 55,409,811
June-11	\$ 65,060,898	\$ 55,409,811
July-11	\$ 64,945,129	\$ 55,409,811
August-11	\$ 63,185,567	\$ 55,409,811
September-11	\$ 59,495,123	\$ 55,409,811
October-11	\$ 63,076,658	\$ 55,409,811
November-11	\$ 61,958,358	\$ 55,409,811
December-11	\$ 61,922,567	\$ 55,409,811
January-12	\$ 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

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Quarterly Financial Status Report

ACTION: Information

BACKGROUND

Title 5, California Code of Regulations, Section 58310 requires each community college district to prepare a Quarterly Financial Status Report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor no later than forty-five days following completion of each quarter.

STATUS

The California Community Colleges Quarterly Financial Status Report for SOCCCD, as of September 30, 2012 for the 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-311Q

VIEW QUARTERLY DATA

CHANGE THE PERIOD ▾

Fiscal Year: 2012-2013

District: (890) SOUTH ORANGE

Quarter Ended: (Q1) Sep 30, 2012

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2009-10	Actual 2010-11	Actual 2011-12	Projected 2012-2013
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	181,588,225	179,153,234		180,033,416
A.2	Other Financing Sources (Object 8900)	0	0		0
A.3	Total Unrestricted Revenue (A.1 + A.2)	181,588,225	179,153,234		180,033,416
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	136,661,585	143,192,286		150,698,570
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	44,656,082	41,067,999		21,845,661
B.3	Total Unrestricted Expenditures (B.1 + B.2)	181,317,667	184,260,285		172,544,231
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	270,558	-5,107,051		7,489,185
D.	Fund Balance, Beginning	26,572,259	26,842,817		21,095,459
D.1	Prior Year Adjustments + (-)	0	0		0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	26,572,259	26,842,817		21,095,459
E.	Fund Balance, Ending (C. + D.2)	26,842,817	21,735,766		28,584,644
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	14.8%	11.8%		16.6%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	26,233	28,199	27,828	27,828
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III. Total General Fund Cash Balance (Unrestricted and Restricted)		As of the specified quarter ended for each fiscal year			
		2009-10	2010-11	2011-12	2012-2013
H.1	Cash, excluding borrowed funds		8,659,681	24,575,572	5,373,346
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	20,545,122	8,659,681	24,575,572	5,373,346

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)
I. Revenues:					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	180,033,416	180,033,416	21,273,728	11.8%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	180,033,416	180,033,416	21,273,728	11.8%
J. Expenditures:					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	150,698,570	150,698,570	31,520,650	20.9%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	21,845,661	21,845,661	1,507,960	6.9%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	172,544,231	172,544,231	33,028,610	19.1%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	7,489,185	7,489,185	-11,754,882	
L.	Adjusted Fund Balance, Beginning	21,095,459	21,095,459	21,095,459	
L.1	Fund Balance, Ending (C. + L.2)	28,584,644	28,584,644	9,340,577	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	16.6%	16.6%		

V. Has the district settled any employee contracts during this quarter? YES

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify)	Management	Academic		Classified
		Permanent	Temporary	

YYYY-YY	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1: 2012-13							5,577	1.2%
Year 2: 2013-14								
Year 3: 2014-15								
b. BENEFITS:								
Year 1: 2012-13							1,143	
Year 2: 2013-14								
Year 3: 2014-15								

* 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.

This is for the Police Officers Association only.

General Fund unrestricted dollars will fund the increase.

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.)

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA

District: (890) SOUTH ORANGE

CHANGE THE PERIOD

Fiscal Year: 2012-2013
Quarter Ended: (Q1) Sep 30, 2012

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: Dr. Debra L. Fitzsimons, Vice Char

CBO Phone: Use format 999-555-1212
949-582-4665

CBO Signature: _____

Date Signed: _____

Chief Executive Officer Name: Gary L. Poertner, Chancellor

CEO Signature: _____

Date Signed: _____

Electronic Cert Date: _____

District Contact Person

Name: Kim McCord

Title: Exec. Dir., Fiscal Services/Comptr

Telephone: Use format 999-555-1212

949-582-4661

Fax: Use format 999-555-1212

949-347-0390

E-Mail: krmccord@socccd.edu

Certify This Quarter

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 atalig@cccco.edu or Tracy Britten (916)323-6899 trbritten@cccco.edu
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TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Monthly Financial Status Report
ACTION: Information

BACKGROUND

Monthly General Fund financial reports (EXHIBIT A) for the two colleges and the District are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance.

STATUS

The reports display the adopted budget, revised budget and transactions through September 30, 2012. 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.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

General Fund Income and Expenditure Summary
As of September 30, 2012

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE			Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS						
BEGINNING FUND BALANCE:			\$ 28,459,232	28,459,232	28,459,232	100.00%
REVENUES:						
Federal Sources	8100-8199	\$	2,703,442	2,855,666	96,938	3.39%
State Sources	8600-8699		12,696,260	12,784,853	3,185,350	24.92%
Local Sources	8800-8899		180,176,013	180,097,372	23,254,746	12.91%
Total Revenue			195,575,715	195,737,891	26,537,034	13.56%
INCOMING TRANSFERS	8980-8989		0	0	0	
TOTAL SOURCES OF FUNDS		\$	224,034,947	224,197,123	54,996,266	24.53%
USES OF FUNDS						
EXPENDITURES:						
Academic Salaries	1000-1999	\$	65,200,365	65,212,570	13,861,395	21.26%
Other Staff Salaries	2000-2999		40,587,109	40,681,479	6,639,269	16.32%
Employee Benefits	3000-3999		35,985,299	35,986,515	8,310,451	23.09%
Supplies & Materials	4000-4999		5,228,645	5,299,256	564,336	10.65%
Services & Other Operating	5000-5999		20,879,241	20,610,159	4,841,066	23.49%
Capital Outlay	6000-6999		5,261,092	5,405,828	538,991	9.97%
Payments to Students	7500-7699		258,595	366,715	8,470	2.31%
Total Expenditures		\$	173,400,346	173,562,522	34,763,978	20.03%
OTHER FINANCING USES:						
Debt Service	7100-7199		435,000	435,000	57,960	13.32%
Inter Fund Transfers Out	7300-7399	\$	1,379,296	1,379,296	455,100	33.00%
Basic Aid Transfers Out	7300-7399		20,235,661	20,235,661	1,000,000	4.94%
Intra Fund Transfers Out	7400-7499		0	0	0	0.00%
Total Other Sources (Uses)			22,049,957	22,049,957	1,513,060	6.86%
TOTAL USES OF FUNDS			195,450,303	195,612,479	36,277,038	18.55%
ENDING FUND BALANCE		\$	28,584,644	28,584,644	18,719,228	
RESERVES						
Reserve for Unrealized Tax Collections (Basic Aid)		\$	17,639,088	17,639,088		
Reserve for Economic Uncertainties			10,345,556	10,345,556		
Location Reserves for Economic Uncertainties			600,000	600,000		
TOTAL RESERVES		\$	28,584,644	28,584,644		

NOTE: As of September 30, 2011, actual revenues to date were **23.49%** and actual expenditures to date were **16.49%** of the revised budget to date.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary
As of September 30, 2012

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		\$ 12,646,802	12,646,802	12,646,802	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 80,013,075	80,013,075	9,363,750	11.70%
Restricted Budget Allocation		9,595,863	9,806,464	2,895,572	29.53%
Total Revenue		89,608,938	89,819,539	12,259,322	13.65%
INCOMING TRANSFERS	8980-8989	0	0	0	
TOTAL SOURCES OF FUNDS		\$ 102,255,740	102,466,341	24,906,124	24.31%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 42,644,862	42,670,283	9,260,699	21.70%
Other Staff Salaries	2000-2999	20,520,147	20,553,926	3,425,350	16.67%
Employee Benefits	3000-3999	20,971,457	20,971,761	4,819,474	22.98%
Supplies & Materials	4000-4999	4,105,529	4,149,496	386,642	9.32%
Services & Other Operating	5000-5999	9,325,821	9,284,245	1,723,139	18.56%
Capital Outlay	6000-6999	3,703,458	3,724,176	426,810	11.46%
Payments to Students	7500-7699	84,466	212,454	3,433	1.62%
Total Expenditures		\$ 101,355,740	101,566,341	20,045,547	19.74%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	\$ 400,000	400,000	255,100	63.78%
Other Transfers	7400-7499	0	0	0	
Total Other Sources (Uses)		400,000	400,000	255,100	63.78%
TOTAL USES OF FUNDS		101,755,740	101,966,341	20,300,647	19.91%
LOCATION OPERATING BALANCE		\$ 500,000	500,000	4,605,477	
RESERVES					
Reserve for Economic Uncertainties		\$ 500,000	500,000		

NOTE: As of September 30, 2011, actual revenues to date were **23.12%** and actual expenditures to date were **20.06%** of the revised budget to date.

IRVINE VALLEY COLLEGE

General Fund Income and Expenditure Summary
As of September 30, 2012

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE			Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS						
LOCATION BEGINNING BALANCE			2,870,165	2,870,165	2,870,165	100.00%
REVENUES:						
Unrestricted Budget Allocation			\$ 44,737,646	44,737,646	5,950,856	13.30%
Restricted Budget Allocation			5,930,680	5,882,255	2,364,188	40.19%
Total Revenue			50,668,326	50,619,901	8,315,044	16.43%
INCOMING TRANSFERS	8980-8989		0	0	0	
TOTAL SOURCES OF FUNDS			53,538,491	53,490,066	11,185,209	20.91%
USES OF FUNDS						
EXPENDITURES:						
Academic Salaries	1000-1999		20,833,232	20,820,016	4,304,673	20.68%
Other Staff Salaries	2000-2999		12,705,378	12,765,969	2,045,066	16.02%
Employee Benefits	3000-3999		11,155,591	11,156,503	2,810,745	25.19%
Supplies & Materials	4000-4999		976,455	1,003,474	156,575	15.60%
Services & Other Operating	5000-5999		5,243,953	5,037,743	1,122,050	22.27%
Capital Outlay	6000-6999		1,185,457	1,287,804	83,338	6.47%
Payments to Students	7500-7699		174,129	154,261	5,037	3.27%
Total Expenditures			52,274,195	52,225,770	10,527,484	20.16%
OTHER FINANCING SOURCES/(USES):						
Debt Service	7100-7199		435,000	435,000	57,960	13.32%
Transfers Out	7300-7399		729,296	729,296	200,000	27.42%
Other Transfers	7400-7499		0	0	0	
Total Other Sources (Uses)			1,164,296	1,164,296	257,960	22.16%
TOTAL USES OF FUNDS			53,438,491	53,390,066	10,785,444	20.20%
LOCATION OPERATING BALANCE			100,000	100,000	399,765	
RESERVES						
Reserve for Economic Uncertainties			100,000	100,000		

NOTE: As of September 30, 2011, actual revenues to date were **18.85%** and actual expenditures to date were **20.37%** of the revised budget to date.

TO: Board of Trustees
FROM: Gary L. Poertner
RE: Irvine Valley College: Life Sciences: Executed Take-Over Agreement
ACTION: Information

BACKGROUND

On September 24 2012, the Board of Trustees delegated authority to the Chancellor or Designee to finalize negotiations and execute the final Take-Over Agreement for the Irvine Valley College Life Sciences project. The Board of Trustees requested the final Agreement be brought back as an information item.

STATUS

Negotiations were concluded on October 15, 2012, for the fully executed Take-Over Agreement (Exhibit A).

Staff noted that \$710,000 would be set aside for future negotiation related to restitution of district costs associated with the project delay. This clause may be found in item No. 11. Unresolved change order issues will be negotiated with the surety in upcoming months.

Funds to address the project costs known at this time are available within the approved project budget which is \$17,410,000.

TAKEOVER AGREEMENT

THIS TAKEOVER AGREEMENT ("Agreement") has been entered into on October 15, 2012, ("Effective Date") by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ("DISTRICT") and SAFECO INSURANCE COMPANY OF AMERICA who is owned by LIBERTY MUTUAL INSURANCE COMPANY (hereinafter collectively "SURETY"). DISTRICT and SURETY may hereinafter be collectively referred to as "Parties" and singularly as "Party."

RECITALS

A. WHEREAS, on or about April 26, 2011, DISTRICT entered into a contract ("Contract") with Edge Development, Inc. ("Former Contractor") for construction of the SOCCCD - Irvine Valley College Life Sciences Building, Dougherty & Dougherty, Job # 20863.00-DSA # 04-111122, District Bid# 303 ("Project"). A true and correct copy of the Contract is attached hereto as **Exhibit "A"** and incorporated herein by this reference;

B. WHEREAS, SURETY issued a performance bond ("Bond") and a payment bond for the Contract, No. 6474095, with each bond penalty in the amount of \$11,387,287.00. Attached hereto is a true and correct copy of the Bond as **Exhibit "B;"**

C. WHEREAS, DISTRICT represents the original Contract with Former Contractor was \$11,387,287.00 and the adjusted Contract amount as of July 30, 2012 is \$11,432,414.34. DISTRICT has represented the value of Work completed through August 31, 2012 as \$6,067,878.00. DISTRICT represents DISTRICT has made payments under the Contract in the amount of \$6,067,878.00 to Former Contractor and/or SURETY and the remaining sum of \$6,083,223.00, ("Contract Balance") currently remains unpaid. DISTRICT alleges these amounts are accurate and SURETY reserves the right to audit DISTRICT's Contract accounting records and contest the amounts alleged. Except for those items listed on **Exhibit "C"** that is attached hereto, SURETY and DISTRICT, as of the Effective Date, are not aware of any claims, liens, stop notices, assignments, or encumbrances against the Contract Balance;

D. WHEREAS, the original schedule completion date was July 28, 2012 and the adjusted completion date as of the Effective Date is April 29, 2013;

E. WHEREAS, DISTRICT received written notice that the Fonner Contractor would demobilize on September 14, 2012, Fonner Contractor has since demobilized from the Project, and DISTRICT has terminated Fonner Contractor from further work under the Contract for the Project;

F. WHEREAS, to fulfill its Bond obligations, SURETY desires to remedy the default of Fonner Contractor on the Project and to complete or procure the completion of the Contract in accordance with the Contract documents and the Bond for the Project ("Remaining Work");

G. WHEREAS, DISTRICT desires to effect the completion of the Contract in order to preserve the work in place and to expedite completion and avoid the delays and inconvenience of re-letting;

H. WHEREAS, SURETY is willing to exercise its election to complete or to procure the completion of the Contract as a measure of cooperation with DISTRICT providing SURETY can be assured in doing so it will receive the Contract Balance (subject to the withhold against retention as set forth in Paragraph 11 of this Agreement) pursuant to the ~~t=s~~ of the Contract;

I. WHEREAS, SURETY desires to arrange for the completion of the Contract and proposes to have the Remaining Work completed by a competent and qualified contractor approved by DISTRICT;

J. WHEREAS, DISTRICT recognizes that, in procuring the completion of the Contract by a completion contractor, SURETY has conferred a benefit upon DISTRICT in return for which DISTRICT shall make payment of all such sums due or to become due under the Contract, including undisputed payments for claims of Fonner Contractor, if any, directly to SURETY; and

K. WHEREAS, DISTRICT has agreed that the remaining Contract Balance (subject to the withhold against retention as set forth in Paragraph 11 of this Agreement) will be used for the completion of the Project and the Remaining Work subject to the terms and conditions of the Contract and this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, and the good and valuable considerations and the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The recitals set forth above are expressly incorporated herein by this reference.
2. SURETY undertakes to procure the performance of the Remaining Work subject to and in accordance with all of the terms and conditions of the Contract. Further, DISTRICT has provided SURETY and its representatives an opportunity to review and access all known documents or documentation comprising the Contract.
3. DISTRICT acknowledges that SURETY has a prior equitable right to receive all proceeds from the Contract as the work proceeds and for all sums upon completion of the work covered by the Contract, pursuant to the terms of the Contract and this Agreement. Accordingly, except as specifically set forth in this Agreement, DISTRICT shall pay to SURETY, or its designee, all amounts to be paid by DISTRICT under the Contract at the times and under the procedures according to the terms and conditions of the Contract, in accordance with payment terms of the Contract.
4. SURETY intends to relet the completion of the Contract for the Project to S. J. Amoroso Construction, a licensed contractor, contractor license no. 331024 ("Completion Contractor")¹. DISTRICT consents to Completion Contractor completing the Remaining Work of the Contract. Completion Contractor shall be SURETY's representative with regard to completion of the Remaining Work. All documents pertaining to pay estimates, progress and final payments, shall be sent to:

To Completion Contractor:

Brian DerMatoian, Vice President
S.J. Amoroso Construction Co., Inc.
275 E. Baker St., Suite B
Costa Mesa, CA 92628

¹ In the event SURETY does not hire S. J. Amoroso as the Completion Contractor, then DISTRICT shall cooperate with SURETY to find another completion contractor.

Phone 714-433-2326
Fax 714-433-2329

With copies to:

Mike Tomeo
Benchmark Consulting Services, LLC
2 Venture, Suite 220
Irvine, CA 92618
Phone 949-622-0300
Cell 949-813-5863

and

David L. Hughes
BOOTH, MITCHEL & STRANGE LLP
701 South Parker Street Ste. 6500
Orange, CA 92868
Cell 714-272-0866

5. DISTRICT acknowledges that the Completion Contract between SURETY and Completion Contractor will call for the Completion Contractor to coordinate all Project activities with the DISTRICT and DISTRICT's representative and to otherwise conduct itself as if Completion Contractor had a direct contract with DISTRICT. Except as provided in Paragraph 6 below, SURETY shall have no responsibility to review or transmit any construction documents between the Completion Contractor and DISTRICT. No Party to this Agreement shall look to SURETY for any opinion, comment, or position on any of the construction documents generated between the Completion Contractor and the DISTRICT. SURETY has no opinion, comment or responsibility for any content of any construction document between the Completion Contractor and the DISTRICT or the DISTRICT and the Completion Contractor with regard to the Remaining Work.

6. Completion Contractor shall enter into a contract for completion of the Project with the SURETY, and no contractual relationship, pursuant to this Agreement, shall exist between DISTRICT and Completion Contractor. Completion Contractor shall provide all insurance and other documents required under the Contract, but shall not be required to provide payment and/or performance bonds, unless requested to do so by SURETY. Routine day-to-day operations and decisions as to the manner of performance of the Remaining Work shall be made by the Completion Contractor, subject to the terms and conditions of the Contract, provided, however,

that the Completion Contractor has no authority to: (i) agree to any changes in the Contract or Remaining Work; (ii) agree to any Change Orders; (iii) agree to any backcharges or deductions of any nature; (iv) agree to any schedule changes; (v) agree to any adjustments in the Contract amount, Contract Balances, or Remaining Work; or (vi) agree to perform warranty work of the Former Contractor or corrective work as a result of defect(s) in the work performed by the Former Contractor. Any issues regarding the above items shall be resolved by the Parties under the terms of the Contract. The Remaining Work shall be subject to inspection and acceptance by DISTRICT, as provided in the Contract. A copy of all written communication by DISTRICT directed to Completion Contractor shall be forwarded to SURETY on a current basis by email to SURETY and its construction consultant Benchmark Consulting Services, LLC ("Benchmark"). SURETY represents that Mike Tomeo with Benchmark has authority to act on behalf of SURETY under this Agreement. All communications concerning matters of Contract administration (i.e., contractual or other notices required by law, payments, Change Orders, extensions of time, delays, claims, among other matters) shall be communicated to Completion Contractor only in writing, with a copy forwarded to SURETY and Benchmark on a current basis.

7. In the event a dispute arises between DISTRICT and Completion Contractor, or Completion Contractor is in default under the terms of the Contract, DISTRICT shall give SURETY written notice thereof within three (3) calendar days of such default, Saturdays, Sundays and legal holidays excluded. In the event the three (3) calendar days written notice period falls within any scheduled DISTRICT recess or break, such notice period shall commence on the first date after the DISTRICT returns from any scheduled recess or break.

8. SURETY reserves the right to terminate the Completion Contractor at any time, but within three (3) calendar days written notice to DISTRICT, and promptly employ any other completion contractor acceptable to SURETY and approved by DISTRICT. In the event the (3) calendar days written notice period falls within any scheduled DISTRICT recess or break, such notice period shall commence on the first date after the DISTRICT returns from any scheduled recess or break.

9. Except as provided in this Agreement, it is expressly understood that neither Party hereto waives any rights or defenses it or they may have in favor of or against one another or anyone

else. Nothing in this Agreement shall prejudice the rights of either Party to seek a judicial or other appropriate determination of its rights or defenses.

10. The Parties hereto agree that DISTRICT's right to claim liquidated damages for delays and SURETY's defenses to any such claim are not released or waived by this Agreement, except as modified herein and except to the extent that such delays may be excused under the terms and conditions of the Contract, and Completion Contractor is likewise entitled to such extensions of Contract time as are provided for under the Contract and is to be relieved of any delays excused under the Contract.

11. SURETY acknowledges that the DISTRICT contends it is entitled to assess liquidated damages which the DISTRICT contends will total the sum of \$560,000 as of the adjusted completion date of April 29, 2013 ("Liquidated Damages Claim"), and that the DISTRICT further contends that it is entitled to assess back charges in the amount of \$150,000 for inspection and testing cost incurred by the DISTRICT ("Damage Claims"). The DISTRICT acknowledges that SURETY disputes the Liquidated Damages Claim and the Damage Claims, but acknowledges and agrees that the DISTRICT may withhold an amount not to exceed the sum of \$710,000 from the Retention Funds for the Project pending resolution of the Liquidated Damages Claim and/or Damage Claims.

12. Unless and except to the extent expressly provided for to the contrary in this Agreement, this Agreement shall not be deemed or construed to be an admission or concession of liability of any kind or nature by either Party or waiver of any rights or claims of either Party in the Contract, and by entering into this Agreement the Parties recognize that any and all rights, defenses or claims which either Party may believe to have in relation to the Contract are in no way impaired reduced by this Agreement and are fully reserved.

13. SURETY reserves all rights to proceed, in its own name and for its own benefit, to seek recovery from DISTRICT and/or any other party for all costs, damages, and expenses incurred by SURETY arising out of or related to SURETY's issuance of bonds and completion of the work under the Contract, including without limitation, all claims against the DISTRICT for extra work, delay, changed site conditions, and/or any other cause without limitation. DISTRICT reserves all rights to proceed, in its own name and for its own benefit, to seek recovery from

SURETY and/or any other party for all costs, damages and expenses incurred by DISTRICT arising out of or related to default of the Former Contractor and completion of the work under the Contract, including without limitation, all claims against the SURETY and/or any other party for delay, defective work, and/or any other cause without limitation.

14. SURETY, who will have no employees on the Project, (except for occasional visits) shall have no obligation to furnish any insurance under the Contract. Benchmark shall be entitled to visit the Project and take any other action to the extent necessary to fulfill the requirements set forth in this Agreement. The Completion Contractor shall provide insurance coverage equivalent to that required under the Contract. Completion Contractor shall not commence work on the Project until it provides proof of insurance to DISTRICT and any other forms or documents required under the Contract.

15. It is understood and agreed that SURETY, by entering this Agreement, is not acting as a contractor, but instead in its capacity as a performance bond surety.

16. Except as provided for herein, this Agreement is made without prejudice to either Party's rights to prosecute any claim or claims that arise from the Contract or this Agreement. Both Parties reserve the right to prosecute any of said claims for payment of all sums due or to become due or performance under the Contract or this Agreement.

It is expressly understood by this Agreement that SURETY does not waive any rights it may have to funds payable under the Contract. Nothing in this Agreement shall prejudice the rights of SURETY to seek a judicial or other appropriate determination of its right to said funds.

17. Save and except for as provided by law and the terms of the Contract, DISTRICT agrees that it will not acknowledge or honor any claim or charges against the Contract Balances by any alleged assignees, successors, creditors or transferee of Former Contractor, or any other party making claim to any of such proceeds or balances, without the consent of SURETY, except by order of a court of competent jurisdiction after due notice to SURETY. Subject to the limitations in Paragraph 18 of this Agreement, SURETY agrees to fully indemnify and defend the DISTRICT from any and all claims, including stop notice claims, arising from the DISTRICT taking the action set forth in this Paragraph or otherwise releasing payments to the SURETY or Completion Contractor in accordance with this Agreement and SURETY shall provide and pay

for legal counsel for the DISTRICT as necessary. DISTRICT agrees to approve an appropriate conflict waiver to allow counsel of SURETY'S choice to defend the DISTRICT. However, under no circumstances shall tender counsel allow any consent judgment to be entered against the DISTRICT without prior written approval of the DISTRICT.

18. DISTRICT agrees that SURETY's liability on its Bond and this Agreement shall not exceed SURETY's bond penalty of \$11,387,287.00. DISTRICT further agrees that all payments made by SURETY to any person or entity on account of the work required by the Contract shall be deemed to be payment under SURETY's Bond and shall reduce the penal sum of that Bond in an equal amount. THE PARTIES HERETO FURTHER AGREE THAT IN THE EVENT SURETY PAYS THE BOND PENALTY AMOUNT OF \$11,387,287.00 LESS PAYMENTS MADE BY THE DISTRICT AND RECEIVED BY THE SURETY FOR WORK PERFORMED ON THE PROJECT PURSUANT TO THIS AGREEMENT, THEN SURETY SHALL HAVE NO FURTHER OBLIGATIONS WHATSOEVER UNDER ITS BOND OR THIS AGREEMENT AND SUCH PAYMENT SHALL BE A FULL RELEASE OF ANY AND ALL OBLIGATIONS SURETY MAY HAVE UNDER ITS BOND OR THIS AGREEMENT [Mid-State Surety v. East Bethlehem Township, 2005 US. Dist. Lexis 15447]

19. In consideration of the work completed by or on behalf of SURETY under the Contract for the Project and for payments by SURETY under its Bond or bonds as set forth in this Paragraph, DISTRICT hereby expressly subrogates SURETY to the extent and amount of payments by SURETY under its Performance Bond (net payments) and its Payment Bond payments actually made and only to the extent that any subcontractor, supplier or material provider of Former Contractor caused an increase in cost to complete the work then, to this extent only, the DISTRICT assigns, conveys, sets over, and transfers to SURETY, any and all claims, causes of action, interests or demands, which DISTRICT has, had, or may ever be entitled to assert against Former Contractor subject to the foregoing limitation and in connection with the Contract or Project, and expressly agrees that SURETY may pursue such subrogated or assigned rights, claims, interests, causes of action, demands and/or claims in any manner SURETY deems appropriate, including but not limited to matters pending in any bankruptcy proceeding, to the extent that SURETY in its sole discretion deems advisable. In the event SURETY elects to not pursue the rights assigned in this Paragraph, then the DISTRICT shall have the right of first refusal to exercise such rights. The DISTRICT shall give SURETY written

notice of its election to exercise such rights and SURETY shall have five (5) business days to respond. A failure of response by SURETY shall be treated as approval of the DISTRICT to so proceed.

20. The Parties herein agree to cooperate fully with each other to the end that the Contract may be completed efficiently, quickly and by the adjusted completion date set forth herein subject to any adjustments in accordance with the Contract. Time is of the essence as to each provision of this Agreement.

21. The Parties and their signatories hereto warrant that each has the power and authority to execute this Agreement. The Parties agree that if SURETY certifies any claim arising out of or relating to the Contract, the Project, or this Agreement, such certification will be deemed properly certified if made by an officer of SURETY. The Parties hereto have voluntarily executed this Agreement based on their independent investigation.

22. Save and except for those obligations which survive the completion of the Contract, if any such obligations exist, DISTRICT and SURETY agree that upon completion of the Project, as defined in Article 61 of the General Conditions, shall satisfy and discharge SURETY's obligations under its Performance Bond and under this Agreement.

23. The provisions of this Agreement shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and intent of the Parties and the Contract, but, if for any reason any provision of this Agreement is unenforceable or invalid, such provision shall be deemed severed from this Agreement and the remaining provisions shall be carried out with the same force and effect as if the severed portion had not been a part of this Agreement.

24. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements, arrangements and/or understandings by and between the Parties. Except as herein modified, all terms and conditions of the Contract, Performance Bond and Payment Bond shall remain unchanged and in full force and affect.

25. This Agreement shall extend to and be binding upon the Parties hereto and their respective successors and assigns. No rights shall accrue hereunder to or for the use of any other

person, firm, corporation, or governmental entity other than the Parties hereto and their respective successors, assigns and reinsurers.

26. This Agreement is made and to be performed in Orange County, California, and shall be governed by the laws of the State of California.

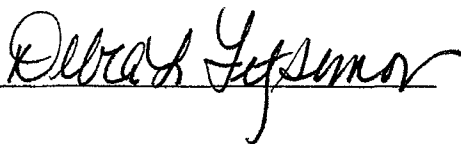
27. This Agreement may be executed in several counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which taken together shall constitute a single instrument. The Parties agree that original signatures on this Agreement may be transmitted by electronic email in pdf format and that such signatures shall be treated as original signatures for all purposes.

28. This Agreement has been fully negotiated by the Parties and their counsel and shall not be construed in favor of or against either Party, regardless of who may have drafted it or any of its terms.

29. In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to its costs, including reasonable attorney's fees.

IN WITNESS WHEREOF, the Parties hereto have hereunder set their hand as of the Effective Date.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By: 

Debra L. Fitzsimons, Vice Chancellor, Business Services

SAFECO INSURANCE COMPANY OF AMERICA and
LIBERTY MUTUAL INSURANCE COMPANY

By: 

Jason Stonefeld, Home Office Counsel

Exhibit A
Prime Contract

LIFE SCIENCES BUILDING AGREEMENT, IVC

THIS AGREEMENT, dated the 26th day of April, 2011, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and Edge Development Inc., 27368 Via Industria, Suite 101, Temecula, CA, 951/296-0776 (hereinafter referred to as "CONTRACTOR").

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

1. CONTRACTOR agrees to complete the Project known as SOCCCD - Irvine Valley College Life Sciences Building, Dougherty & Dougherty Job # 20863.00 - DSA # 04-111122 District Bid # 303, according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Non-collusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.
3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of Eleven Million Three Hundred Eighty Seven Thousand Two Hundred Eight Seven and No/100 Dollars, (\$11,387,287.00).
4. The work shall be commenced on or before the fifth (5) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within four hundred twenty five (425) consecutive calendar days from the date specified in the Notice to Proceed.
5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay

to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of Two Thousand Dollars (\$2000.00), for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

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

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

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

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

7. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees, Construction Manager, Architect, and all other Agents and Representatives, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or

- (g) any failure to protect the property of any utility company or property owner.

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

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

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	\$2,000,000
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Subcontractors of every tier	\$1,000,000
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and

Subject to the same limit for each person on account of one accident, in an amount not less than	\$2,000,000
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Subcontractors of every tier	\$1,000,000
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Property Damage Insurance in an amount not less than	\$2,000,000
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Subcontractors of every tier	\$1,000,000
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Course of Construction Insurance without exclusion or limitation in an amount not less than	\$2,000,000
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Excess Liability Insurance (Contractor only)	\$2,000,000
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Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

Waiver Of Subrogation

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

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

Additional Insured Endorsement Requirements.

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

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

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

10. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Stephen S. Prophet, whose title is President, is authorized to act for and bind the corporation.

11. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and

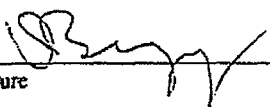
if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.


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

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

DISTRICT

CONTRACTOR

By: 
Signature

By: 
Signature *4/5/11*

David Bugay, Ph.D.

Steve Rogers

Print Name

Print Name

Acting Vice Chancellor

Executive Vice President

Title

Title

723993

Contractor's License No.

33-0344946

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

EDGE DEVELOPMENT, INC.

a California corporation

ACTIONS BY BOARD OF DIRECTORS
WITHOUT A MEETING
BY UNANIMOUS WRITTEN CONSENT
(Annual Board of Directors Meeting)

Pursuant to the California Corporations Code and the Bylaws of Edge Development, Inc., ("Corporation") the undersigned, being all of the Directors of the Corporation, unanimously authorize and consent to the following resolutions and actions of the Board of Directors, without a meeting of the Directors of the Corporation:

WHEREAS, the undersigned Directors are desirous of electing Officers in accordance with the annual Board of Directors meeting procedures of the Corporation;

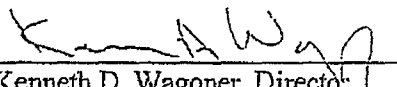
IT IS, THEREFORE, RESOLVED, the following individuals are elected to the specified position opposite their names and shall serve until the next annual meeting of the Directors of the Corporation, or until their successors are duly elected and qualified;

<u>Name</u>	<u>Office</u>
K. Dayne Wagoner	Chief Executive Officer and Secretary
Stephen S. Prophet	Chief Operations Officer and President
Kathi A. Richards	Chief Financial Officer
Stephen D. Rogers	Executive Vice President
Al Calvet	Senior Vice President
Mark Stinnett	Senior Vice President

WHEREAS, the undersigned Directors are desirous of confirming the state of affairs of the Corporation and its activities since the last annual meeting of the Directors;

IT IS, THEREFORE, RESOLVED, all actions of the Officers of the Corporation subsequent to the last annual meeting of the Directors are hereby affirmed, ratified and approved.

DATED: March 22, 2010


Kenneth D. Wagoner, Director


Stephen S. Prophet, Director

Exhibit B

Performance and Payment Bond

*Executed In Triplicate Original

CONTRACT PERFORMANCE BOND (CALIFORNIA PUBLIC WORK)**KNOW ALL MEN BY THESE PRESENTS:**

THAT WHEREAS, the South Orange County Community College District (sometimes referred to hereinafter as "Obligee") has awarded to EDGE Development, Inc. (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: SOC CCD - Irvine Valley College Life Sciences Building Dougherty & Dougherty Job # 20863.00 DSA # 04-111122 District Bid # 303 (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated April 26, 2011, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, EDGE Development, Inc., the undersigned Contractor, as Principal, and Safeco Insurance Company of America, a corporation organized and existing under the laws of the State of Washington, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the South Orange County Community College District in the sum of not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter

*Schools Legal Service of O.C.
May 2002*

*Bid Forms
Page 54*

*the bond amount of Eleven Million Three Hundred Eighty Seven Thousand Two Hundred Eighty Seven and NO/100 Dollars (\$11,387,287.00)

set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligor's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligor of the lowest responsible bidder, arrange for a contract between such bidder and the Obligor and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligor under the Contract and any modifications thereto, less the amount previously paid by the Obligor to the Principal, less any withholdings by the Obligor allowed under the Contract.

Surety expressly agrees that the Obligor may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligor, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligor and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Surety shall remain responsible for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligor is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligor's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligor and judgment is recovered, the Surety shall pay all costs incurred by the Obligor in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2nd day of May, 2011.

PRINCIPAL/CONTRACTOR:

EDGE Development, Inc.

By: 

K. Dayne Wagoner, Principal/CEO

SURETY:

Safeco Insurance Company of America

By: 

Attorney-in-Fact, Janina Monroe

The rate of premium on this bond is \$12.65/\$8.80/\$7.15/\$6.60/\$6.05 per thousand.

The total amount of premium charged: \$ 81,818.00 (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

Safeco Insurance Company of America
330 North Brand Blvd., Suite 550
Glendale, CA. 91207

Lockton Insurance Brokers, LLC
19800 MacArthur Blvd., Suite 1250
Irvine, CA. 92612

Telephone: (818) 956-4208

Telephone: (949) 252-4400

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____

(insert name and title of the officer)

On _____, before me, _____, a Notary

Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Notary Public in and for said State

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

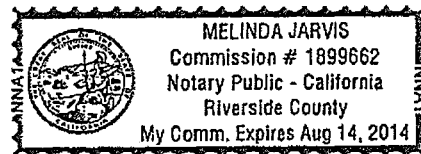
State of California)
County of Riverside)

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

On May 4, 2011 before me, Melinda Jarvis, a Notary Public, personally appeared, K. Dayne Wagner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Melinda Jarvis

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____ Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

- ☐ Personally known to me
☐ Proved to me on the basis of satisfactory evidence:
 ☐ form(s) of identification ☐ credible witness(es)

Identification is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

EXHIBIT A
Page 24 of 36

STATE OF CALIFORNIA

County of Los Angeles

On MAY 02 2011

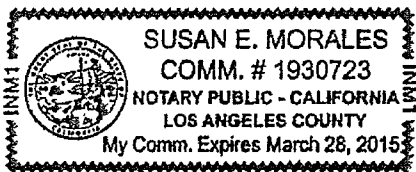
Date

before me, Susan E. Morales, Notary Public

Here Insert Name and Title of the Officer

personally appeared Janina Monroe

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Susan E. Morales

Signature of Notary Public

Susan E. Morales

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: Janina Monroe

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, JEREMY YEUNG, TIMOTHY J. NOONAN, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA**

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV.- Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 11th day of March 2011



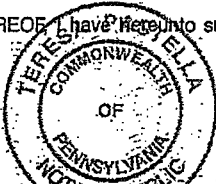
SAFECO INSURANCE COMPANY OF AMERICA

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of March, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above-written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed the corporate seal of the said company, this _____ day of _____

MAY 02 2011



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-800-999-9999

*Executed In Triplicate Original

Bond No.: 6474095
Premium: Included in Cost of
Performance Bond.

PAYMENT BOND (CALIFORNIA PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the South Orange County Community College District (sometimes referred to hereinafter as "Obligee") has awarded to EDGE Development, Inc. (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: SOC CCD - Irvine Valley College Life Sciences Building Dougherty & Dougherty Job # 20863.00 DSA # 04-111122 District Bid # 303 (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 3247;

NOW, THEREFORE, We, EDGE Development, Inc., the undersigned Contractor, as Principal; and Safeco Insurance Company of America, a corporation organized and existing under the laws of the State of Washington, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the South Orange County Community College District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 3181, or any person, company, or corporation entitled to make a claim on this bond, in the sum of not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 3247 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 3181 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been

*Schools Legal Service of O.C.
May 2002*

*Bid Forms
Page 58*

*the bond amount of Eleven Million Three Hundred Eighty Seven Thousand Two Hundred Eighty Seven and NO/100 Dollars (\$11,387,287.00)

given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 3110 and 3112, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2nd day of May, 2011.

PRINCIPAL/CONTRACTOR:

EDGE Development, Inc.

By: 

K. Dayne Wagoner, Principal/CEO

SURETY:

Safeco Insurance Company of America

By: 

Attorney-in-Fact, Janina Monroe

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

Safeco Insurance Company of America
330 North Brand Blvd., Suite 550
Glendale, CA. 91207

Lockton Insurance Brokers, LLC
19800 MacArthur Blvd., Suite 1250
Irvine, CA. 92612

Telephone: (818) 956-4208

Telephone: (949) 252-4400

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____
(insert name and title of the officer)

a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Notary Public in and for said State

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

State of California)
County of Riverside)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On May 4, 2011 before me, Melinda Jarvis, a Notary Public, personally appeared, K. Dayne Wagner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Melinda Jarvis

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____ Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

- ☐ Personally known to me
☐ Proved to me on the basis of satisfactory evidence:
 ☐ form(s) of identification ☐ credible witness(es)

Identification is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

EXHIBIT A
Page 30 of 36

STATE OF CALIFORNIA

County of Los Angeles

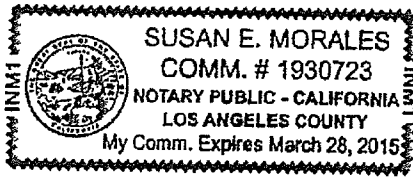
On MAY 02 2011
Date

before me, Susan E. Morales, Notary Public

Here Insert Name and Title of the Officer

personally appeared Janina Monroe

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Susan E. Morales

Signature of Notary Public

Susan E. Morales

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: Janina Monroe

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☒ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, JEREMY YEUNG, TIMOTHY J. NOONAN, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA**

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 11th day of March 2011.



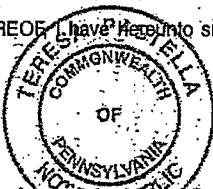
SAFECO INSURANCE COMPANY OF AMERICA

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of March, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above-written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 20, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this _____ day of _____



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-800-841-2222, or contact your broker with whom you obtained this Power of Attorney.

FILE
EDGE
CONTRACT
VCC



Liberty Mutual Surety

333 City Blvd West, Suite 300
Orange, CA 92868
Phone: 714-937-1400
Fax: 714-935-0147

October 21st, 2011

**South Orange County Community College District
28000 Marguerite Pkwy.
Mission Viejo, CA 92692**

Re: EDGE Development, Inc. – South OCCCD-Irvine Valley College (Bond No. 6474095)

To Whom It May Concern:

Safeco Insurance Company of America, a Liberty Mutual Company, has agreed to the consent of waiving the requirement for EDGE Development Inc.'s to provide the required documents under section (b) page 41 in the general condition section of the contract.

Please do not hesitate to contact me with any questions or for further input.

Sincerely,

Janina Monroe
Attorney-In-Fact

Agent of Record:

Lockton Insurance Broker, Inc.
19800 MacArthur Blvd., Ste. 1250
Irvine, California 92612
(949) 252-4400

Cc; file
Stever Rogers – Edge Development

Member of Liberty Mutual Group

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

EXHIBIT A
Page 33 of 36

STATE OF CALIFORNIA

County of Los Angeles

On OCT 21 2011

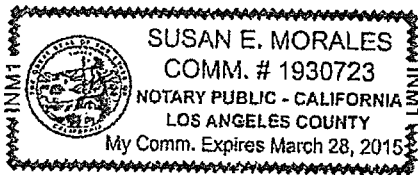
Date

before me, Susan E. Morales, Notary Public

Here Insert Name and Title of the Officer

personally appeared Janina Monroe

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

Susan E. Morales

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: Janina Monroe

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, JEREMY YEUNG, TIMOTHY J. NOONAN, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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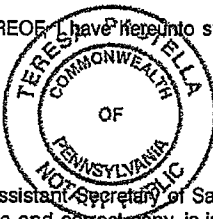
SAFECO INSURANCE COMPANY OF AMERICA

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of March, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this _____ day of _____

OCT 21 2011



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-800-922-0240 between 9:00 am and 4:00 pm EST on any business day.

Exhibit C

List of Known Claims, Liens, Stop Notices, Assignments or Encumbrances

EXHIBIT "C"

(LIST OF OUTSTANDING STOP NOTICES AS OF OCTOBER 16, 2012)

<u>CLAIMANT</u>	<u>AMOUNT</u>
Chris Jackson	\$193.16
Mack Construction	\$30,742.03*
Cal State Environmental Agency	\$6,438.62
Allow Welding	\$15,740.00
Quality Reinforcing, Inc.	\$35,407.60
IBEW-NECA Trust Funds	\$6,338.80

* Subject to further confirmation as several partial releases and stop notices have been served by Mack Construction.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Written Reports

ACTION: None

Written Reports

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

Saddleback College Academic Senate
Faculty Association
Irvine Valley College Academic Senate
Associate Vice Chancellor, Economic Development
President, Irvine Valley College
President, Saddleback College
Vice Chancellor, Technology & Learning Services
Vice Chancellor, Human Resources
Vice Chancellor, Business Services
Irvine Valley College Classified Senate
California School Employees Association
Saddleback College Classified Senate
Police Officers' Association
Associated Student Government of SC
Associated Student Government of IVC



IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618

www.ivc.edu

949.451.5100 ♦ Fax 949.451.5270

TO: Gary L. Poertner, Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, PhD, President 

DATE: October 18, 2012

SUBJECT: President's Report for the October 29, 2012 Board of Trustees Meeting

Student Veterans Campaign

Irvine Valley College Foundation launched a campaign called Veterans Angels to help raise money for wraparound services for veterans with a gala on Saturday, October 13 to kick off the project. A reception was held at 5 p.m., dinner at 6 p.m., and a program honoring the campaign at 7 p.m. Wraparound services include tutoring, counseling, transportation, childcare and other support services. Tickets for the event were \$150. Entertainment included the Laguna Concert Band and IVC music students.

IVC Holds Fall Forums

Two IVC Fall Forums were held in the A100 Lobby on September 26, from 9:00 – 10:30 a.m. and September 27, from 3:00 – 4:30 p.m. Brief opening comments were provided by President Dr. Glenn Roquemore. Comments were offered by Dr. Craig Justice, Vice President of Instruction, Dr. Linda Fontanilla, Vice President of Student Services, and Davit Khachatryan, Director of Fiscal Services. Also on the panel were Dennis Gordon, IVC Classified Senate president, Dr. Roopa Mathur, chair of academic affairs, IVC Academic Senate (Wednesday), and Xin Liu and Ponteah Damirchi, student representatives from ASIVC. Both forums provided the audience the opportunity to participate in a Q&A and an open dialogue. Topics discussed at the forum included: the national completion agenda and the California Student Success Task Force Recommendations; district and college strategic planning; recognition and leadership of the IVC Classified Senate; progress of ATEP; and restructuring of the IVC Foundation to meet the future financial needs of the college, including capital construction and endowed programs. Discussion included factual information on Proposition 30, long-term budget projections, and enrollment priorities.

Professor Daniel Luzko's Work to be Presented by Kansas City Ballet

The Kansas City Ballet will be showcasing music composed by IVC music faculty member Dr. Daniel Luzko and his sister Nancy Luzko in a program entitled "Dancers Making Dances." The music to be featured is from the Ballet "Madame Lynch" which was first presented in New York City in May 2012 at the Festival of Music and Dances from Paraguay. "Dancers Making Dances," a choreographic showcase of new works created by the dancers of Kansas City Ballet, plus select guest artists, will be held February 23 and March 1 in Kansas City, Missouri.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES: William O. Jay, David B. Lang, Frank M. Meldau, Marcia Milchiker, Nancy M. Padberg, T. J. Prendergast III, James R. Wright
Gary L. Poertner, Chancellor • Glenn R. Roquemore, Ph.D., President, Irvine Valley College

An Equal Opportunity Institution

NCMPR Wins for IVC Marketing Team

Congratulations to the IVC Marketing and Publications Team for their wins at the National Council for Marketing & Public Relations (NCMPR) District Six Conference held in Santa Barbara. IVC won a Gold medallion for 2012 IVC Catalog, Silver for the 2012 IVC Student Handbook and Bronze for IVC Facebook. Special kudos to Marketing Director Diane Oaks and the award winners: Senior Graphic Designer and Publications Editor Elaine Rubenstein, Senior Graphics Designer Brenda Constantino, and New Media Marketing Specialist Kori Garner. The NCMPR District 6 Medallion Awards recognize outstanding achievement in communications at community and technical colleges in District 6.

IVC Military Friendly Honor

For the third year, IVC was officially designated as a Military Friendly School, one of a prestigious list of 1,739 colleges, universities and trade schools to be so designated nationwide. The 2013 Military Friendly Schools® list honors the top 15 percent of colleges, universities, and trade schools that are doing the most to embrace America's military service members, veterans, and spouses as students and ensure their success on campus. Schools on this list exhibit leading practices in the recruitment and retention of students with military experience. Now in its fourth year, the 2013 list of Military Friendly Schools® was compiled through extensive research and a data-driven survey of more than 12,000 VA-approved schools nationwide. The survey tabulation process, methodology and weightings that comprise the 2013 list were independently verified by Ernst and Young LLP. Each year schools taking the survey are held to a higher standard than the previous year via improved methodology, criteria and weightings developed with the assistance of an Academic Advisory Board (AAB) consisting of educators from schools across the country.

IVC Debate Team

On October 1, the IVC Debate Team Captains took on the British National Debate team on the topic: "Now is the time for worldwide veganism." The forum was held on the main stage of the Irvine Valley College Performing Arts Center and was free and open to the public.

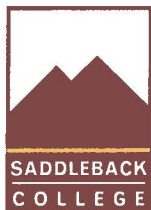
Japanese Film Series

The IVC Japanese Program is presenting a series of documentary films about the Japanese American soldiers who fought for the United States during World War II. The first film was shown on September 28, the second film will be shown on October 26 at 6:30 p.m., followed by the last film on November 30. The film screening is free, but donations are being accepted toward the Nadeshiko Scholarship fund.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES: William O. Jay, David B. Lang, Frank M. Meldau, Marcia Milchiker, Nancy M. Padberg, T. J. Prendergast III, James R. Wright
Gary L. Poertner, Chancellor • Glenn R. Roquemore, Ph.D., President, Irvine Valley College

An Equal Opportunity Institution



SADDLEBACK COLLEGE

28000 Marguerite Parkway • Mission Viejo, CA 92692
949.582.4500 • www.saddleback.edu

TO: Members of the Board of Trustees
Gary L. Poertner, Chancellor

FROM: Dr. Tod A. Burnett, President

SUBJECT: Report for October 29, 2012 Board of Trustees Meeting

President Burnett held his annual State of the College and breakfast on Thursday, October 11th. More than 75 participants were in attendance and included elected officials, business and industry representatives, education officials, and other community members. Dr. Burnett was thrilled to welcome Dr. Jim Wright to the event, as well as Mission Viejo Mayor Pro Tem Rhonda Reardon, Mission Viejo City Council Member Trish Kelley, and Laguna Niguel City Council Member Joe Brown.

This year's State of the College was entitled "Complete to Compete," and focused on student success and improved completion rates, which have become a centerpiece of the national conversation on higher education. Dr. Burnett also addressed implementation of new policies following passage of SB 1456, the Student Success Act and reviewed his Top 10 Projects for 2012-2013. The event also featured a presentation from Professor Heidi Ochoa on the college's speech communication program and student speakers from the college's championship forensics team.

President Burnett attended the Community College League of California's communications workshop for CEO's and PIO's on Thursday, October 18th with Director of Marketing and Communications Jennie McCue. The workshop provided hands-on training for on-camera interviews, editorial board visits, and community group pitches.

Saddleback College participated in the Great California Shakeout, the nation's largest earthquake simulation exercise, on Thursday, October 18th. Campus Police led the drill, providing an opportunity to faculty, staff, and students to learn what to do in the event of an earthquake. The college's emergency response team led evacuation efforts in buildings.

Office of Instruction

Advanced Technology and Applied Science

The AIAS Architecture Club has grown 50% in membership this year with Nicole Morgan elected as the new club president. On Sunday, September 30th, the club had its first field trip. The trip began at 10 am with a walking tour of Arroyo Terrace Greene and Greene homes led by professor Blake Stephens AIA, continued on to see 'La Minatura'- Frank Lloyd Wright's textile block Usonian Millard House, then on to a docent guided tour of the Gamble House, and a walk to the 1920's Arroyo Seco Bridge. The group adjourned to the Old Town Pasadena Cheesecake Factory for a late lunch and academic discussions about the heat, tired feet, and amazing architecture. 30 students attended.

The architecture drafting studio recently installed a new laser cutter that has been in process for 1 year! Blake Stephens wrote the grant, Glen Stevenson procured and set up the machine, and the students have begun to cut new projects from paper, chipboard, matt board, plastics and wood that look truly professional. Look for student designs to be showcased with very professional model-making.

On September 24th the Culinary Club held an exciting Chopped Cooking Competition. Students were given "mystery" ingredients and were given 60 minutes to prepare two plates with protein, vegetable & starch. Congratulation to Saddleback Culinary Student Charles Brower who received 1st place!

Business Science & Economic and Workforce Development

On Tuesday, October 9th, Dean Rocky Cifone and Director of Planning, Research and Accreditation Caroline Durdella joined the Orange County Business Council and the Orange County Workforce Investment Board at the 2012 Workforce Development Conference, sponsored by Union Bank. The conference, "Education and Workforce Realities in a 21st Century Global Economy," unveiled the 2012-2013 Workforce Indicators Report, with OCBC Chief Economic Advisor Wallace Walrod analyzing the county's economic and labor force trends.

Career Placement Officer Eric Hilden is the President of the California Placement Association and participated in the planning of the Southern Regional Workshop on October 19 and the 2013 Annual Conference. This month, Eric also had meetings with several employers including Direct TV, Farmers Insurance, and Digital Throttle, to discuss CWE/Internships. Eric also participated in the Orange County Business Council Community College Working Group on September 27. Attendees included representatives from OCWIB, Chancellor of Coast Community College District Dr. Andrew Jones, OCBC, and Sun Power Corporation.

On Wednesday, October 24th, Saddleback College's 22nd Annual Red Ribbon Resource Fair and Non-Profit Career Day brought approximately 60 agencies and non-profit employers to campus providing information on alcohol and drug prevention, education, and community based corrections. The event was open and free for all students and community members and was hosted by the department of human services and the division of business science and economic & workforce development. The Career Technical Education (CTE) Transitions Program partnered to support this event by inviting 200 high school students to the event as a part of their annual career day experience.

Online Education and Learning Resources

Together, Saddleback College and Irvine Valley College hosted our first joint Student Success Summit on Friday, October 19th from 10 a.m. to 2 p.m. in SSC 212. One of our guest speakers was Barbara Illowsky, Statewide Basic Skills Initiative Coordinator. The event was extremely well attended and was an integral component of the colleges' discussions on improved student completion and implementation of Senate Bill 1456.

Emeritus Institute

The Emeritus Institute graciously accepted an anonymous and generous donation of \$5,000 from a current student. This student first attended Saddleback in 1982 and started taking Emeritus classes in 1999. She indicated her tremendous pleasure with the courses and truly values the continued learning and education she gains through these courses.

The Emeritus Institute has released "Reflections XVII," a collection of writings from students participating in the Saddleback College Emeritus Writing Program. Edited by faculty member Patricia

McFall, the publication can be found in local libraries and copies is available through the Emeritus Institute offices for a small donation.

Saddleback Emeritus Institute faculty member Regina Hurley has an oil painting featured in the Bowers Museum's *"Icons of Orange County"* exhibit, on display through January 11, 2013. She also has two sculptures on display at the Front Porch Gallery in Carlsbad, as part of their *"Spiral Bound: The Spiritual Journey of Aging"* exhibit.

Fine Arts and Media Technology

This was a busy month for our music department. Saddleback jazz faculty members Joey Sellers and Ron Stout were part of the Aguabella Latin Jazz Band, who entertained an appreciative audience on October 1st in the McKinney Theatre. Joey Sellers also conducted the Saddleback College Big Band with an exploration of the connection between the Count Basie and Thad Jones Orchestras. The Big Band also performed new student compositions in the McKinney Theatre on October 3rd. On October 5th, the Saddleback Wind Ensemble, under the direction of Maestro Yorgos Kouritas, opened the fall season with works by great 20th and 21st century composers in the McKinney Theatre. On October 8th the Saddleback Jazz Lab Ensemble performed the music of the Blue Note Label from the 1950s in the McKinney Theatre. On October 12th, the Saddleback Symphony Orchestra, under the direction of Maestro Yorgos Kouritas, performed works by Sibelius, Mendelssohn and Brahms in the McKinney Theatre. On October 14th, the Saddleback College Community Chorale and the Concert Choir, under the direction of Scott Farthing, performed Carmina Burana in the McKinney Theatre. The Department of Theatre Arts presented *Spring Awakening* in the Studio Theatre to sold-out houses on October 19th-28th. On October 27th, Director of Piano Studies Kirill Gliadkovsky hosted a guest artist, Dr. Irene Peery-Fox, who conducted a Piano Master Class in FA 101.

Health Sciences and Human Services

Our health information technology (HIT) program has just admitted its second cohort, while the first cohort is entering its second and final year. We are beginning the accreditation process with American Health Information Management Association. This will qualify our students to take the HIT certification exam.

Graduates of the fairly new medical lab technician program continue to demonstrate the quality of this program with a 100 percent pass rate on the national licensure exam.

The nursing program has once again demonstrated leadership by serving as educational lead for the Orange County nursing residency program, conducted in conjunction with Health Workforce Initiative. This program places new nursing grads with local hospitals to offer those who have not yet been employed, the opportunity to maintain. Last year, by the end of the residency, 20 out of 22 participants were employed by the hospital where they did their internship.

Social & Behavioral Sciences

Anthropology: Gereme Gram, a past anthropology graduate from Saddleback, just completed his master's degree at NUI, Galway, Ireland in forensic archaeology. Courtney Cecale, an anthropology graduate from Saddleback, (also an adjunct instructor in anthropology at Saddleback) has been accepted as a doctoral candidate in biological anthropology at UCLA, focusing on cutting-edge RNA research.

Economics: Howard Gensler just finished co-authoring a statistics textbook with Dorit Nevo for Legerity Digital Press, LLC; has a contract to write a Microeconomics textbook with National Social Science Press, and a contract to edit The Welfare Encyclopedia for ABC-CLIO.

Sociology: A Gerontology Education and Career Event was held on Tuesday, October 23rd and included career information booths, guest speaker Marilyn Ditty, and a faculty and student panel.

Geography: The geography department is hosting 'The Geography of Death' poster session on Thursday, November 15th at 3:00 p.m. in SSC 212. The Honors Cultural Geography class will be presenting their semester research project in poster form. Food and beverages will be provided and Faculty who attend can receive 1.5 hours of flex credit.

Office of Student Services

Seventy student services faculty and staff members attended the All Student Services Meeting on October 11th. The informative meeting included such topics as the state of Student Services, budget highlights, mutual respect and collaboration, completion agenda and new priority registration. The program ended with an engaging question and answer session.

Division of Transfer, Career, and Special Programs

Congratulations to Dean Terence Nelson, who was awarded the 2011-2012 Administrator of the Year by CAPED (California Association for Post-Secondary Education and Disability). The recognition was given in Sacramento on October 8th.

The Associated Student Government and EOPS/CARE/CalWORKs sponsored two events: Turkey Dinner Giveaway and Adopt-A-Family. The two groups worked together to make this event supporting 20 EOPS/CARE/CalWORKs students a success. The collaboration between ASG and EOPS/CARE/CalWORKs will give students an opportunity to celebrate the holidays by providing them with food and gift donated by students, administrators, faculty and staff.

The VETS Program hosted the Region 8 Veterans Program Director Consortium meeting on October 5th. In attendance were 20 colleges and universities as well as including CA Community College Board of Governors President, Manual Baca.

The Transfer Center will host the Transfer College Fair on October 30th. The TPP Advisory Committee was held on October 23rd. SCTA sponsored six members to attend the Fall Leadership Conference in San Francisco on October 27th and 28th. The CBEST Preparation Workshop sponsored by the TPP Grant and Community Education was held in October.

Child Development Center

City of Mission Viejo Council Member, Dave Leckness, visited and toured the Child Development Center during the month of October. He was very impressed with the quality program that Saddleback College is providing for their students.

Twenty-one Child Development students have signed up to complete 30 hours of required lab work at the Child Development Center during the fall semester. They have each been assigned to work with a mentor teacher from the Child Development Center. The child development department hosted its

annual fall 'Info Night' for Saddleback students at the Child Development Center on October 24th. Various departments on campus participated offering students an informative evening of services and assistance available on campus.

The Child Development Center participated in the national 'Read for the Record' campaign celebrating the need for high quality early education and literacy in America. Each classroom read the selected story for this year, "Ladybug Girl and the Bug Squad" by David Soman and Jacky Davis. The campaign is striving to break last year's record in Orange County by reading to more than 40,100 children in one day while also beating the world record of reading to 2,184,155 children.

Career and Re-Entry Center

The Center for Career and Life Development has officially changed its name to the Career and Re-Entry Center. The Re-Entry Program offered question and answer sessions to individuals who are new to campus and lack the knowledge necessary for success in our system. Covered were common questions and concerns such as financial aid, registration, ESL courses, placement, and residency.

Office of Administrative Services

Facilities, Maintenance & Operations

On October 22, 2012, Matriculation will be moving to Village 8 with the support of our Facilities, Maintenance and Operations department. Interior building renovations and exterior signage projects are currently in progress to accommodate this move and should be completed by the proposed move in date.

Campus Safety

Saddleback College joined more than 10 million individuals on October 18th in the 2012 Great ShakeOut and Campus Police coordinated this effort. This earthquake drill was the perfect opportunity for students, faculty and staff to practice how to stay safe during and after a seismic event. Our staff who were recently CERT trained during a Campus Police sponsored training sessions led the evacuation effort.

Grants & Contracts

The Grants Office at Saddleback College recently launched its first Grants Update newsletter for Fall 2012. The newsletter is designed to keep the college community up to speed on grants that have recently been awarded to the college and applications currently in development. The newsletter will be distributed via email each semester to college faculty, staff and administrators interested in pursuing grants.

The Office of Administrative Services completed its collection and analysis of surveys distributed in August. Surveys were circulated by email throughout campus to various classifications that work on grants and budgets in their respective units in order to assess the training needs of administrators and staff in regards to grant and budget management activities. Administrative Services is currently developing training presentations relative to these topics. Trainings will begin November 2012 and run through April 2013.

Various college budget presentations were given to management, Consultation Council, Planning and Budget Steering Committee, Classified Senate, Student Services and a college-wide presentation on October 10th. These presentations highlighted the budget trend of flat income and increasing personnel costs and highlighted the necessity for the college to address this issue.

Report to the SOCCCD Board of Trustees for October 29, 2012
Business Services Highlights - Vice Chancellor Dr. Debra L. Fitzsimons

Fiscal Services Department Takes Part in Accreditation Team

Kim McCord, Executive Director of Fiscal Services, just returned from an accreditation visit to Hawaii Community College in Hilo, Hawaii. This is Kim's 5th team visit. Serving on a team provides an opportunity to see best practices at other institutions and to stay abreast of current accreditation standards. This visit re-confirmed the importance of integrated planning and a continual cycle of assessment and improvement.

Irvine Valley College A-400 Design-Build Project Request for Proposals (RFP)

This month, the RFP for the A-400 Design-Build Project was provided to the three firms selected to provide proposals: McCarthy/Dougherty & Dougherty, Swinerton/DLR and Pankow/IBI. The RFP is different than others the District has requested in that project criteria must be conveyed to the Design-Build entities without the use of architectural drawings and specifications. Toward this end, the Board approved the use of a criteria architect, a design-build consultant and a design-build legal counsel to develop the necessary documents. These documents included the following:

Title	Description
Request for Proposals	A 30 page document describing the process including submittal requirements, scoring, and cost breakdown.
Division One Requirements	19 sections averaging 5 pages each. Typically found in the construction documents and necessary to provide information on temporary facilities and jobsite requirements.
Technical Criteria	Approximately 2,000 pages of information on district standards for material quality to be found in the project.
AIA Integrated Project Delivery	A description of the intention to work as one team toward the project's best interest.
Existing Site Information	As-Built drawings and site geotechnical and survey information to be provided at contract award.
Preliminary Project Schedule	Proposed schedule for completion of design and construction for evaluation and modification by proposers.
Legal Forms	Non Collusion Affidavit, Letter of Company Organization, Payment and Performance Bonds
Building Information Modeling (BIM) Standards	Detailed description of software used for designing and coordinating construction.

The proposals are scheduled to be returned in November with reviews and interviews in November and December. Staff anticipates a recommendation to the Board in January.