



Meeting of the Board of Trustees

November 16, 2015

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

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

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

1.3 Public Employee Appointment, Employment, Evaluation of Performance, Discipline, Dismissal, Release (GC Section 54957(b).)

A. Public Employee Employment, and Evaluation of Performance (GC Section 54957(b).) (13 matters)

1. Vice Chancellor for Technology & Learning Services (DS)
2. Vice Chancellor for Human Resources and Employer/Employee Relations (DS)
3. Dean Community Education, Emeritus Institute, K-12 Partnerships (SC)
4. Dean Instruction, Economic and Workforce Development (IVC)
5. Dean Enrollment Services (IVC)
6. Dean Liberal Arts (IVC)
7. Vice Chancellor for Business Services
8. Director Student Health Center (SC)
9. Director Learning Assistance (SC)
10. Dean Kinesiology & Athletics/Athletic Director (SC)
11. Dean Fine Arts & Media Technology (SC)
12. Dean Health Science, Kinesiology & Athletics (IVC)
13. Dean Math, Science & Engineering (IVC)

B. Public Employee Discipline, Dismissal, Release (GC Section 54957(b).) (1 matter)

- 1.4 Conference with Labor Negotiators (GC Section 54957.6)
 - A. Unrepresented Employee: Chancellor
 1. Agency Designated Negotiator: T. J. Prendergast
 - B. Unrepresented Employees: District Administrators and Managers
 1. Agency Designated Negotiators: Gary Poertner, Chancellor, and David P. Bugay, Ph.D.
 - C. California School Employees Association (CSEA)
 1. Agency Designated Negotiator: David P. Bugay, Ph.D.
 - D. Police Officers Association (POA)
 1. Agency Designated Negotiator: David P. Bugay, Ph.D.
- 1.5 Conference with Real Property Negotiators (GC Section 54956.8) (1)
 - A. Exchange of Property by District: Portion of Advanced Technology Education Park: County of Orange, 15445 Lansdowne Road, Tustin

Agency Designated Negotiator: Debra Fitzsimons, Ph.D. regarding exchange of land.
- 1.6 Conference with Legal Counsel (GC Section 54956.9) (1 case)
 - A. Anticipated Litigation (GC Section 54956.9(d)(2), (e)(1) (1 case)

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 Invocation

Led by Trustee T.J. Prendergast

2.3 Pledge of Allegiance

Led by Trustee James Wright

2.4 Recognitions: Speakers are limited to two minutes each.

A. Resolutions:

1. **Dr. Karah Street**, 2016 Orange County Teacher of the Year, Saddleback College

B. Commendations:

1. None

2.5 Public Comments

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

3.0 REPORTS

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

4.0 DISCUSSION ITEMS

- 4.1 **Saddleback College and Irvine Valley College: Alternative Energy Strategies and Reclaimed Water Use**

At the request of the Board of Trustees, representatives from District Services, Saddleback College and Irvine Valley College will share information on alternative energy strategies and reclaimed water use.

5.0 CONSENT CALENDAR ITEMS

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

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

Approve minutes of a Regular Meeting held on October 26, 2015.
- 5.2 **Irvine Valley College: Curriculum Revisions for the 2016-2017 Academic Year**

Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2016-2017 academic year, pursuant to Title 5, Section 53200 et seq.
- 5.3 **Saddleback College: Curriculum Revisions and Additions for the 2016-17 Academic Year**

Approve the proposed curriculum changes and additions for the 2016-17 academic year at Saddleback College.
- 5.4 **Saddleback College and Irvine Valley College: Spring 2016 Community Education Programs**

Approve Community Education courses, presenters, and compensation for Spring 2016.
- 5.5 **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.
- 5.6 **Saddleback College: Study Abroad Program to Salamanca, Spain, from February 12, 2016 to April 23, 2016**

Approve the study abroad program: Spanish Language Studies in Salamanca, Spain in the spring of 2016, and authorizes the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the Travel and Education for coordinating all travel agreements.

5.7 Saddleback College: Cuban Culture, Literature, Arts and Politics Studies in Cuba, from March 17, 2016 to March 25, 2016

Approve the study abroad program: Cuban Culture, Literature, Arts and Politics Studies in Cuba, spring of 2016, and authorize the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with Travel and Education for coordinating all travel agreements.

5.8 SOCCCD: Advanced Technology and Education Park (ATEP) IVC First Building Project, Building Envelope Consultant Services Agreement, Allana Buick & Bers, Inc.

Approve the building envelope consultant services agreement with Allana Buick & Bers, Inc. for the Advanced Technology and Education Park IVC First Building project for a not to exceed amount of \$108,100.

5.9 SOCCCD: District-wide Parking Study Consultant Services, Watry Design, Inc.

Approve the district-wide parking study consultant services agreement with Watry Design, Inc. in the amount of \$101,250.

5.10 SOCCCD: Use of the WSCA/NASPO Dell Marketing, LP Contract for Computer Equipment and Related Devices

Approve the use of Master Price Agreement awarded to the State of Minnesota, in association with NASPO/WSCA, and approved for usage by the State of California.

5.11 SOCCCD: Budget Amendment: Adopt Resolution No. 15-40 to Amend FY 2015-2016 Adopted Budget

Adopt Resolution No. 15-40 to amend the FY 2015-2016 Adopted Budget.

5.12 SOCCCD: Gifts to the District and Foundations

Accept the donation(s) to the District and/or the Foundations listed.

5.13 SOCCCD: Transfer of Budget Appropriations

For the current reporting period ending September 30, 2015

5.14 SOCCCD: Purchase Orders and Checks

Ratify the purchase orders and checks as listed.

5.15 SOCCCD: October 2015 Change Orders / Amendments

Ratify change orders and amendments as listed.

5.16 SOCCCD: October 2015 Change Orders / Amendments

Approve change orders and amendments as listed.

5.17 **SOCCCD: October 2015 Contracts**

Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

6.1 **Saddleback College and Irvine Valley College: Student Equity Plan Report**

Approve 2015-2016 Student Equity Plans for Saddleback College and Irvine Valley College. There may also be a presentation included with this item.

6.2 **SOCCCD: Purchase of Real Property, Sales Contract between Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints and SOCCCD (on behalf of Saddleback College)**

Approve the purchase of the 1.323 acres of land located on 27976 Marguerite Parkway, Mission Viejo, CA and authorize the finalization and execution by staff of the accompanying sales contract between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints and SOCCCD.

6.3 **SOCCCD: Office Lease for Crown Valley Financial Plaza for Workday Project Space, between Reef Crown Valley, LLC and SOCCCD**

The Chancellor recommends that the Board of Trustees approve the office lease and authorize the finalization and execution of the lease and transaction by staff.

6.4 **SOCCCD: Acceptance of the District, Retiree OPEB Trust, Saddleback College Foundation, Irvine Valley College Foundation, ATEP Foundation, and SOCCCD Foundation Annual Audit Reports: FY 2014-2015**

Accept for review the FY 2014-2015 audit reports.

6.5 **SOCCCD: Board Policy Revision: BP-6105 Graduation Requirements for Degrees and Certificates for Achievement, BP-5408 Classroom Supervision, BP-5130 Financial Aid, BP-3501 Campus Security and Access**

Accept for discussion and approval.

6.6 **SOCCCD: Board Policy Revision: BP-6170 Counseling, BP-4016 Drug Free Environment and Drug Prevention Program, BP-5230 Intercollegiate Athletics, BP-3410 Nondiscrimination**

Accept for review and study.

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

Approve New Academic Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Revision

to Qualifications of Academic Administrative Position.

6.8 SOCCCD: Classified Personnel Actions – Regular Items

Approve New Classified Appointments, Authorization to Eliminate Classified Position and/or Position Numbers, Authorization to Establish and Announce a Classified Position, Authorization to Revise the Classified Temporary Non-Bargaining Unit Salary Schedules, Change of Status, Temporary Increase in Hours, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Volunteers.

7.0 REPORTS

7.1 Saddleback College and Irvine Valley College: Speakers

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

7.2 SOCCCD: Basic Aid Report

Report on projected receipts and approved projects.

7.3 SOCCCD: Monthly Financial Status Report

The reports display the adopted budget, revised budget and transactions through August 31, 2015.

7.4 SOCCCD: Quarterly Investment Status Report

The report is for the period ending September 30, 2015.

7.5 SOCCCD: Facilities Plan Status Report

Status of current construction projects.

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

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

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

9.0 ADDITIONAL ITEMS

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

RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

NOVEMBER 16, 2015

DR. KARAH STREET 2016 ORANGE COUNTY TEACHER OF THE YEAR

Whereas, Dr. Karah Street, a full-time biology instructor at Saddleback College since 2005, is Orange County's Professor of the Year for 2016; and

Whereas, The Orange County Teachers of the Year program provides recognition for outstanding teachers in Orange County; and

Whereas, Dr. Karah Street was honored with her fellow Teacher of the Year finalists at a gala on November 10th, where she will be awarded \$15,000, provided by the Dr. James Hines Foundation; and

Whereas, Dr. Karah Street's students commend her brilliant mind, honesty, and sense of humor; and

Whereas, Dr. Karah Street shows true devotion to her students, who appreciate that she connects with them by sharing her own life experiences; therefore,

Be it resolved that the Board of Trustees of the South Orange County Community College District does hereby commend and congratulate Dr. Karah Street, the 2016 Orange County Teacher of the Year.

T.J. Prendergast III, President

Timothy Jemal, Vice President

James R. Wright, Clerk

Barbara J. Jay, Member

David B. Lang, Member

Marcia Milchiker, Member

Terri Whitt, Member

Lemar Momand, Student Member

Gary L. Poertner, Chancellor



TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Update on Alternative Energy Strategies and Reclaimed Water Use

ACTION: Discussion

BACKGROUND

At the June 22, 2015 Board of Trustees meeting, the Trustees requested a report related to alternative energy strategies and reclaimed water use. Specifically, it was requested the report include strategies for energy and water efficiency in effect as well as those being considered in the future.

STATUS

Representatives from Saddleback College, Irvine Valley College and District Services will present the report. EXHIBIT A provides a detailed report that will accompany the slide show (EXHIBIT B).

Board Report

November 16, 2015

South Orange County Community College District Alternative Energy and Water Conservation Strategies

Recent state initiatives have highlighted the need for sustainable enhancements. South Orange County Community College District takes the stewardship of our resources very seriously with a long history of improvements resulting in energy savings and water conservation. This report will describe recent legislation and district-wide sustainable improvements that are both in place and planned.

Energy Regulations

The California Public Utilities Commission (CPUC) addresses energy efficiency in four categories: 1) reducing demand, 2) renewable generation, 3) distributed generation, and 4) cleanest available fossil resources. As policies developed, CPUC identified those colleges and corporate offices as leaders in the “voluntary” market that included within their business framework Gold and Platinum LEED levels in new construction.

AB32 is an energy efficiency road map that mandates levels of CO2 emission experienced in 1990 be met again by 2020. Also, the Energy Action Plan established 2010 as the milestone year for required sale of renewable energy equal to 20%. This was codified by law in 2006. The years 2008, 09, and 11 provided additional targets for the renewable portfolio standard resulting in a law requiring 33% by 2020.

Funding opportunities followed with Proposition 39, a November 2012 ballot initiative that equalized out-of-state corporation income tax assessment with in-state corporations. Income generated from the initiative was directed to fund public schools and create jobs in the clean energy sector. This report will include descriptions of the Prop 39 projects that have occurred within our district.

SOCCCD has acquired additional grant money through the California Community College/Investor Owned Utility (CCC/IOU) partnership. Finally, SOCCCD uses the energy saving parameters established for this funding as the acceptable target for using a construction delivery method, Government Code 4217. This code permits best value selection on energy conservation projects.

Landscaping and Irrigation Regulations

Early spring, 2015, Governor Brown directed four agencies, including the regulatory agency for community colleges, the Division of the State Architect, to come up with solutions to address our long term water concerns. This is a separate and additional dictate from the statewide requirement to reduce water consumption by 25%. The resultant document, the Model Water Efficiency Landscape Ordinance (MWELO), covers both public and commercial buildings and applies to community college improvements.

An evapo-transpiration factor is used to calculate water use on a project. A turf lawn results in a factor of 1.0 and have been prohibited since January 2014. An original target factor of .7 has been adjusted downward with .4 recommended for residential and .3 for commercial. Because educational facilities are determined to be “the oasis of our communities”, DSA established the educational factor at .65. This .65 factor became effective June 2015.

Regulations state when a new building is planned for an existing site, a landscape project, equal to the size of the new building footprint, must be included with the building project submittal to replace non-conforming landscape and irrigation. When a building is modernized with a landscape component, the landscape component that is identified within the modernization project must adhere to the new ordinance. There are currently no funding sources identified by the state to aid with conformance. Indeed as written, the parameters for funding projects (five feet outside the proposed project building) prohibit funding of these landscape projects.

Certain exemptions occur and fall into a “Special Landscape” category. These include parks, sports fields, educational gardens, turf as a playing surface, water features using recycled water and most applicable for our district, the use of non-potable water for irrigation. Saddleback College, Irvine Valley College and ATEP are all using non-potable water and therefore fall outside these regulations. Even so, facilities staff with the district, Saddleback College and Irvine Valley College have taken actions that align with the regulations by taking additional drought tolerant measures. These measures have been supported and enhanced through partnerships with faculty who are using native and drought tolerant planting as teaching tools.

Representative Projects

The following projects are District Capital Projects, Saddleback College and Irvine Valley College projects that have been built or are planned with energy savings and water conservation measures included.

COLLEGE: SADDLEBACK

WATER CONSERVATION EFFORTS

CONSERVATION PLAN

Since 1995 the college has been utilizing reclaimed water for the irrigation of the campus planted areas. Total usage of reclaimed water for irrigations since 1995 is over 265 million gallons. This amount was diverted from our potable water consumption. Reclaimed water accounts for 75% of the college's total water use. In addition to the environmental benefits, our reclaimed water use results in an annual savings of over \$75,000



ADDITIONAL MEASURES

- Water efficient irrigation controllers.
- Landscaping with drought resistant plantings.
- Reduction of turf areas.
- Use of mulching lawn mowers.

WATER CONSERVATION IN GENERAL

To further reduce the usage of reclaimed water on campus, the following projects have been implemented:

- **Water Efficient Irrigation Controllers:** Last year Saddleback College finished the installation of the new irrigation controllers. These controllers are the foundations for a campus wide computer controls irrigations system being installed and will allow the college to increase water efficiency and help to reduce watering times by better management watering schedules for the whole college. This project is scheduled for completion in the spring of 2016.
- **Landscaping with drought-resistant plantings:** Drought resistant planting is utilized on renovation and new construction projects. The LRC renovation and the new Science building are examples of our continued efforts in drought resistant and California native plantings.
- **Reduction in turf areas:** Saddleback College continues to take strides to reduce open turf areas on all renovations and new construction projects.
- **Mulching mowers:** Mulching mowers help to increase the composting materials in the sod area allowing for better waste retention and thicker, healthier sod.

WATER CONSERVATION PROJECTS

- **Convert Cooling Tower industrial water source to reclaimed:** This project will eliminate the use of potable water for the make-up water for the central plant cooling towers. Estimated reduction in the use of potable water is 4-6 million gallons per year. If this level of savings is achieved, this will reduce by over 30% the amount of potable water used on the campus. This project is currently under construction with a scheduled completion date of December 2015.
- **Use of reclaimed water for urinals and toilets:** Due to the significant financial impact to convert the existing restrooms on campus, this project will only be considered for any future new construction projects such as the new Athletics Stadium.



COLLEGE: SADDLEBACK

REDUCTION OF CAMPUS ENERGY CONSUMPTION

SUSTAINABILITY ENERGY SOLUTIONS

Saddleback College has a long history of successful energy conservation practices. The college's efforts have been recognized on many occasions. For example, in 1980 and 1991 the college was honored by San Diego Gas & Electric with an award for our advanced energy efficient technologies. In 2001, they also nominated the college to receive the Excellence in Energy Award from the San Diego Business Journal.



ENERGY CONSERVATION CONSIDERATIONS:

The following strategies have been considered on campus:

- Solar Voltaic
- Solar Electric
- Wind Turbines
- Fuel Cells
- Battery Storage

ENERGY CONSERVATION IN GENERAL

Our energy conservation efforts have resulted in verified energy savings of over 1,000,000 kilowatt-hours per year, which is approximately the equivalent of 15% of the college's annual electrical energy consumption. The reduction in the college's energy consumption also reduces the utility budget by approximately \$150,000 per year. In addition, in 2003 the college installed a 1.5 megawatt cogeneration plant that produces over 8,500,000 kilowatt hours per year. The heat generated by this process is then utilized to supply thermal energy to the college's swimming pool and building interior spaces. In addition, the generated heat is converted by two new absorption chillers into chilled water for air conditioning of the campus buildings. This process reduces our consumption of utility generated power to the campus and results in savings of approximately \$480,000 per year.

ENERGY CONSERVATION PROJECTS

This past year Saddleback completed two major projects to further improve energy conservation. These projects entailed an upgrade to the existing central plant and cogeneration facility and replacement of all parking lot lighting fixtures with energy efficient LED. These projects are expected to reduce electrical consumption on the campus by an additional 11% and reduce electrical costs by another \$187,000 per year.

ENERGY CONSERVATION CONSIDERATIONS

Several additional energy strategies have been considered on the college campus. These include the following:

- Solar Voltaic: A solar array will be installed as one continuous array facing southwest. A structure to support the solar array as covered parking stalls will also need to be constructed and a location for installation will need to be determined. Rooftop installation on existing college buildings would be cost prohibitive due to the structural impact on the buildings and the cost to construct per Division of State Architect's stringent building codes.
- Concentrated Solar Electric: This solar module resembles a satellite dish and is a dual axis system which will track the sun in order to extract the most electric energy for the greatest amount of time. A one Megawatt array of dishes would entail the installation of 334 units on a 3 acre campus site. As with the solar voltaic system, a structure to support the concentrated solar electric modules will also need to be constructed and a location for installation will need to be determined.

ENERGY CONSERVATION CONSIDERATIONS - CONTINUED

- **Wind Turbines:** Wind turbines have been considered as a possible source for electrical generation. The tower would be 121 feet high and with a 69 foot blade diameter. A minimum of 1.5 acres is usually recommended for the wind turbine installation. The turbine would be visible to the surrounding community and may not be viewed favorably. In addition, wind turbines in many areas of California have been associated with increased bird mortality rates. Bird deaths from wind turbines are in direct violation of such laws as the Migratory Bird Treaty Act and California Department of Fish and Game Codes.
- **Fuel Cells:** A fuel cell is an electrochemical device that combines hydrogen fuel and oxygen from the air to produce electricity, heat and water. Fuel cells operate without combustion, so they are virtually pollution free. Since the fuel is converted directly to electricity, a fuel cell can operate at much higher efficiencies than internal combustion engines, extracting more electricity from the same amount of fuel. The fuel cell itself has no moving parts, making it a quiet source of power. The most significant challenge in analyzing efficacy of fuel cell installation is the lack of long term operating history. Production systems installed in commercial applications are relatively new, and these systems have been plagued with problems and expensive repairs.
- **Battery Storage:** This is a new technology that would allow the college to generate energy at night utilizing the cogeneration units and store the energy for utilization during the peak electrical hours during the day. This process would not necessarily reduce electrical consumption, but would significantly reduce the cost of electricity for the campus since the stored power would be utilized during the peak electrical time charges.

Recommendations:

The college recommends further study for the installation of solar power and utilization of battery storage. The financial impact of these solutions is difficult to determine for many reasons. Currently the college generates sufficient power to maintain campus activities for most of the year with the exception being during the summer months. In the present, the use of additional power generation would only be required during the summer months. The excess power generated during the rest of the year would be purchased by the utility company at a much reduced rate. The utility company does not require additional power during the non-peak times thus their incentive to purchase power is greatly reduced. Therefore, the payback on any new electrical generation projects would only be realized during the summer months which would greatly extend the breakeven point for any capital investment. In addition, the new Sciences building being occupied next year, the amount of power required to support this building is unknown. The power consumption for this building would need to be studied for at least one year to determine the electrical load required to operate this building. After the power requirements for the Sciences building are determined then an accurate assessment can be made for the addition of any solar power generation or battery storage.

PHOTOS SADDLEBACK COLLEGE SUSTAINABILITY EFFORTS



Fine Arts Front Entrance
Drought Tolerant Plants
Installed by Students
Maintained by Grounds Crew



Veterans Memorial
Drought Tolerant Plants
Installed by Students
Maintained by Grounds Crew



Parking Lot 9 and 10
Contractor Project
Drought Tolerant Plants
Maintained by Grounds Crew

PHOTOS SADDLEBACK COLLEGE SUSTAINABILITY EFFORTS



LRC/Fine Arts Slope
Drought Tolerant Plants
Contractor Project
Maintained by Grounds Crew



Fine Arts, 200 Bldg.
Drought Tolerant Plants
Installed/Maintained by
Grounds Crew



SSC Building
Drought Tolerant Plants
Installed/Maintained by
Students
Supported by Grounds Crew

PHOTOS SADDLEBACK COLLEGE SUSTAINABILITY EFFORTS



Central Plant Absorption Chillers



New Cooling Towers



Electrical Generators



Chiller Plant



**Energy Efficient
Parking Lot Lighting**

COLLEGE: SADDLEBACK COLLEGE

PROJECT: FINE ARTS HVAC REPLACEMENT & UPGRADE PROJECT

PROJECT COMPLETION: SUMMER 2016

PROJECT SUCCESS

The project team partnered with San Diego Gas & Electric to ensure the project attains a Proposition 39 equivalent savings threshold of at least 1.1.



ENERGY CONSERVATION MEASURES

The following conservation measures are anticipated to achieve a combined energy savings (gas and electric) of close to \$350k per year:

- Replacement of roof HVAC units with energy efficient units
- Replace insulation on roof utility lines with energy efficient wraps
- Replacement of HVAC duct in area for improved delivery of air
- Displacement ventilation in the performing arts theater
- Thermostat controlled multiple zones
- Software for status and control of HVAC system
- Use of LED light fixtures in multiple areas throughout the complex



COLLEGE: SADDLEBACK COLLEGE

PROJECT: SCIENCES BUILDING

PROJECT COMPLETION: SPRING 2016

PROJECT SUCCESS

The project team partnered with San Diego Gas & Electric (SDG&E) in their Savings By Design Program.



WATER CONSERVATION MEASURES

The Saddleback College Sciences Building project is going to be a LEED Gold Building. It incorporates the following sustainable water conservation measures:

- Water Efficient Landscaping with reclaimed water
- Low volume toilet fixtures
- Use of native plants with low water requirements

ENERGY CONSERVATION MEASURES

- Exterior low E, low heat windows at perimeter of building provide for natural daylighting
- Use of LED light fixtures throughout the building
- Thermostat controlled multiple zones
- Software for status and remote control of HVAC system
- Use of multi-level lighting controls in classrooms
- Use of lighting controls for building exterior lighting



COLLEGE: SADDLEBACK COLLEGE

PROJECT: TAS SWING SPACE

PROJECT COMPLETION: DECEMBER 2015

PROJECT SUCCESS

The project team partnered with San Diego Gas & Electric (SDG&E) in their Savings By Design Program.



WATER CONSERVATION MEASURES

- Minimal landscaping to include Bioswale only
- Low volume toilet fixtures
- Exterior Bioswale retention provides onsite treatment of rainwater

ENERGY CONSERVATION MEASURES

- R30 insulation on roof and R19 insulation in the exterior walls
- Exterior windows at perimeter of building provide for natural daylighting
- Use of garage doors during daytime reduces lighting consumption
- Use of LED light fixtures throughout the building
- Thermostat controlled multiple zones
- Software for status and control of HVAC system



COLLEGE: IRVINE VALLEY

WATER CONSERVATION EFFORTS

CONSERVATION PLAN

Beginning in 2008, Irvine Valley College has undertaken an ambitious water resource conservation plan to reduce potable and reclaimed water consumption. By creating campus-wide awareness and converting existing high demand lawns, shrubs and trees to drought resistant California natives and desert landscaping, the college is experiencing a steady decline in water consumption.



ADDITIONAL MEASURES

- Eliminate non-essential water use such as washing building exteriors and vehicles.
- Install automatic faucets and low volume shower heads.

In 2014 alone, IVC diverted over 48M gallons of potable water into reclaimed irrigation.

WATER CONSERVATION

NEW CONSTRUCTION: LANDSCAPING

- **IVC Life Sciences Building Completion: Feb. 2014.**
- **IVC Liberal Arts Building Completion Scheduled for: April 2016.**

All new construction is designed to achieve the highest level of water conservation possible:

- Water Efficient Landscaping: California native shrubs and trees.
- Reclaimed Water Irrigation used on all outdoor landscaping.

WATER CONSERVATION MEASURES IMPLEMENTED IN NEW CONSTRUCTION

Potable Water Conservation Measures

- All faucets at lab sinks and restrooms are equipped with motion sensors to minimize waste.

Non-Potable Water Conservation Measures

- All irrigation utilizes reclaimed water.

Life Sciences:

- All urinals and toilets are both low flow and piped with reclaimed water.

Liberal Arts:

- All urinals and toilets are low flow and are plumbed for reclaimed water to be active by the fall of 2017.



REDUCTION OF CAMPUS ENERGY CONSUMPTION

SUSTAINABILITY
ENERGY SOLUTIONS

Irvine Valley College has taken an aggressive approach to reducing the campus' energy consumption by retro-fitting existing electrical and mechanical systems with energy-savings solutions and scheduled maintenance programs for chillers and boilers. Future plans include the implementation of sustainable energy solutions: parking lot solar shade structure capable of 1 megawatt of electricity, enough to power the IVC Performing Arts Center at full capacity.



ENERGY CONSERVATION

CAMPUS-WIDE EXTERIOR LIGHTING RETROFIT 2014

- **Total savings in kWh/Year: 465,081 (53% reduction)**
- **Year 1 total electricity savings in dollars: \$64,994**
- **Year 1 maintenance savings in dollars: \$24,655**
- **As a result, IVC was the winner of the 2015 California Community Colleges Board of Governors Energy and Sustainability Honorable Mention Award.**

STUDENT SERVICES HVAC RETROFIT 2014

- **Total savings in kWh/Year: \$55,140**
- **Year 1 total electricity savings in dollars: \$7,158**

NEW CONSTRUCTION / ENERGY CONSERVATION

Leadership in Energy and Environmental Design (LEED)

Adherence to LEED performance criteria in all new construction and remodel/retrofit of existing: *'whole building approach to sustainability.'* Includes: building design, materials selection, operations, maintenance, water savings, indoor environmental quality, energy efficiency, sustainable site development.

RECYCLING / WASTE MANAGEMENT

Recycling Efficiency

Current student recycling efforts will continue along with the implementation of new technology in 2016 with wirelessly monitored trash compactors installed throughout the campus property.

FUTURE ENERGY
CONSERVATION: EFMP

- Upgrade IVC Library HVAC to more efficient mechanical system.
- Remove and replace 'package units' on B100 bldg. with energy efficient system.
- Upgrade of HVAC system on the B200 bldg.
- Upgrade of HVAC system on the B300 bldg.



COLLEGE: IRVINE VALLEY

PROJECT: LIBERAL ARTS BUILDING (A400)

PROJECT COMPLETION: SUMMER 2016

PROJECT SUCCESS

The project team partnered with Southern California Edison (SCE) in their Savings By Design Program.



WATER CONSERVATION MEASURES

The IVC Liberal Arts project is a LEED Gold Equivalent Building. It incorporates the following sustainable water conservation measures:

- Water Efficient Landscaping with reclaimed water
- Low volume toilet fixtures
- The building is plumbed to use reclaimed water once the campus loop is completed
- Exterior Bioswale retention provides onsite treatment of rainwater
- Use of native plants with low water requirements

ENERGY CONSERVSION MEASURES

- R30 insulation on roof and R19 insulation in the exterior walls
- Exterior windows at perimeter of building provide for natural daylighting
- Use of lighting controls for exterior lighting
- Use of LED light fixtures throughout the building
- Use of multi-level lighting controls in classrooms
- Use of sensors in classrooms operate lighting only when occupied
- Multiple meters to monitor energy consumption
- Thermostat controlled multiple zones
- Software for status and control of HVAC system



COLLEGE: IRVINE VALLEY

PROJECT: LIFE SCIENCES BUILDING (B400)

PROJECT COMPLETION: FEBRAURY 2014

PROJECT SUCCESS

The project team partnered with the Irvine Ranch Water District (IRWD) in an effort to maximize the use of reclaimed water on this project.



WATER CONSERVATION MEASURES

The IVC Life Sciences project is a LEED Gold Building. This project was designed to achieve all five of the Water Efficiency Credits:

- All faucets at lab sinks in labs were equipped with motion sensors to minimize waste.
- All irrigation utilizes reclaimed water.
- All urinals and toilets were both low flow and piped with reclaimed water.

ENERGY CONSERVATION MEASURES

- Use of lighting control in classrooms based on natural daylighting
- Use of occupancy sensors in all rooms
- Thermostat controlled multiple zones
- Use of solatubes for natural day lighting
- Software for status and control of HVAC System





Sustainability Update

Presented by:

Mary Opel, John Ozurovich, and Jeff Hurlbut

November 16, 2015



Drought – State of Emergency

- Governor's Executive Order B-29-15
 - 25% reduction in potable urban water usage through February 2016
 - 2013 as base year
- DSA (Division of the State Architect) water efficiency requirements
 - Just completed 45-day public review period (Nov. 9)
 - Review of Model Water Efficient Landscape Ordinance (MWELO)



Designed for Sustainability

- Designed with LEED criteria in mind
 - ATEP (Original Complex)
 - IVC Police and Warehouse Facility
 - IVC Business Science Tech & Innovation Center
 - IVC Liberal Arts
 - ATEP IVC First Building
 - Saddleback ATAS Renovation
 - Saddleback LRC Renovation
 - Saddleback Fine Arts HVAC Renovation
- Designed to LEED Gold
 - IVC Life Sciences
 - Saddleback College Sciences





LEED Scorecard – Available Points



60-79 Points

Integrated Process	1
Location & Transportation	16
Sustainable Sites	10
Water Efficiency	11
Energy & Atmosphere	33
Material & Resources	13
Indoor Environmental Quality	16
Innovation	6
Regional Priority	<u>4</u>
	110



ATEP Original & New Sites

- Original Complex
 - Designed with LEED criteria in mind
- ATEP – IVC First Building
 - LEED Gold Equivalent
 - 50kW Photovoltaic Power (will provide power for approximately 15-20% of building)
 - LED lighting fixtures in building and exterior areas
 - Reclaimed water for toilet fixtures
 - Drought tolerant native plantings with reclaimed water



Proposition 39

PROP39 CALIFORNIA
Clean Energy Jobs Act

Year	Project	Prop. 39 Allocation	IOU Incentive	Approx. Energy Savings
1	IVC Lighting	\$1,004,945	\$128,826	\$64,992/year
2	SC Lighting	\$ 700,863	\$ 62,965	\$68,082/year
3	SC Lighting	<u>\$ 795,973</u>	<u>\$ 23,730</u>	<u>\$66,196/year</u>
		\$2,501,781	\$215,521	\$199,270/year

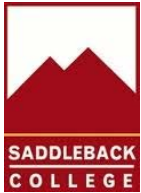




Proposition 39

PROP39 CALIFORNIA
Clean Energy Jobs Act

- 5 Year program
- College Costs were approximately \$60-70k per project
- Anticipated 5 year energy savings is approximately \$1M for the first three projects

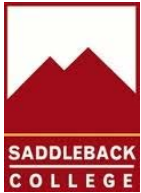


Saddleback College

- Reclaimed Water Usage

- Utilizing since 1995
- Accounts for 75% of the college's total water use
- 265 million gallons of saved potable water since 1995 (approx. 189 households/year)
- Savings of \$75,000/year from not using potable water for a total approximate savings of \$1.5M





Saddleback College

- Current & Future Reclaimed usage reduction measures



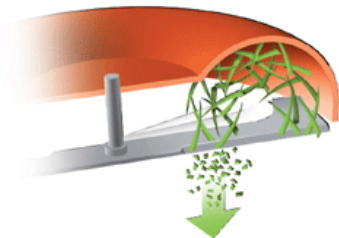
Smart Irrigation
Timers



Landscape Design

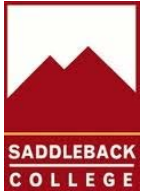


Reduced Turf Areas



Mulching Mowers





Saddleback College

- Examples of turf reduction and use of drought tolerant plants

Fine Arts Front Entrance

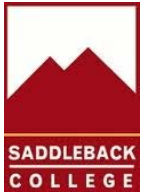


Parking Lots 9 and 10



LRC/Fine Arts Slope

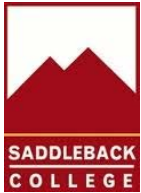




Saddleback College

- Conversion from potable water to reclaimed water
 - The cooling tower at the central plant is currently being converted to utilize reclaimed water instead of potable as the source for make up water
 - Reduce potable water use by 4-6 million gallons/year
 - Achieve 30% campus reduction in potable water – enough water to service 86 average households for one year
 - Use of reclaimed water on toilets and urinals on new construction projects





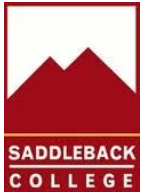
Saddleback College



Central Plant
Absorption Chillers



New Cooling
Towers



Saddleback College



- Alternative Energy Strategies

- 2003 College installed a 1.5 megawatt cogeneration plant that produces over 8,500,000 kilowatt hours per year
- Heat generated by cogeneration process supplies thermal energy to college's swimming pool and building interior spaces
- At Central Plant, heat is converted by two new absorption chillers into chilled water for air conditioning of the campus buildings
- These processes reduce our consumption of utility generated power to the campus and results in saving of approximately \$480,000/year
- 2015 central plant upgrade and parking lot light replacement projects reduced overall campus electrical consumption by an additional 11% for cost savings of \$180,000 per year





Irvine Valley College

Water Conservation

Beginning in 2008, IVC began campus-wide efforts to greatly reduce potable and reclaimed water consumption:

- Converted existing high demand lawns, shrubs and trees to drought resistant California natives and desert landscaping
- Minimize non-essential water use, such as washing building exteriors and vehicles
- Installation of automatic faucets and low volume shower heads
- In 2014 alone, IVC diverted over 48M gallons of potable water into reclaimed irrigation which equates to 685 households for an entire year





Irvine Valley College

Replacement of high water use and high maintenance vegetation with California native, low-maintenance / drought tolerant ground cover, shrubs and trees.



200' of ground cover replaced with rock and cactus gardens.



Low water & low maintenance rock/cactus gardens.



Filled large planters with DG and drought tolerant plants.





Irvine Valley College

Energy Conservation

- Retrofitted existing electrical and mechanical systems with energy-savings solutions and implemented scheduled maintenance programs for chillers and boilers.
- Photovoltaic Panels on Hart Gymnasium installed in 2004. Provide 60kW of sustainable energy for a savings of approximately \$3,000/year
- In 2014 the campus-wide exterior lighting retrofit created a 53% reduction in power consumption with a total utility savings of \$64,994 and year 1 maintenance savings of \$24,655. This project received an Honorable Mention in the State Chancellor's Sustainability Awards.
- The Student Services building received a significant HVAC upgrade resulting in \$7,158/year in energy savings. Similar future plans exist for: B100, B200 and B300.





Irvine Valley College

Examples of Sustainable Projects

Butterfly Garden
at the B Quad



Replacement of antiquated
boilers with new energy
efficient models



Replacement of all
exterior lighting
fixtures with energy
efficient LED





Sustainability Training & Assessments



California Community Colleges
Chancellor's Office



Caltech

Annual Caltech Energy
Efficiency Forum





Questions



TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Minutes of the Board of Trustees Meeting

ACTION: Approval

Minutes from:

October 26, 2015 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
October 26, 2015**

PRESENT

Members of the Board of Trustees:

T.J. Prendergast, III, President
Timothy Jemal, Vice President
James R. Wright, Clerk
Barbara J. Jay, Member
David B. Lang, Member
Marcia Milchiker, Member
Terri Whitt, Member
Lemar Momand, Student Member

Administrative Officers:

Gary Poertner, Chancellor
Robert Bramucci, Vice Chancellor, Technology and Learning Services
David Bugay, Vice Chancellor, Human Resources
Tod Burnett, President Saddleback College
Debra Fitzsimons, Vice Chancellor, Business Services
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**. If you wish to address the board on a closed session item, please complete a yellow form entitled, "Request to Speak" and submit it to the board's Executive Assistant. These forms are available outside the board room. **Speakers are limited to two minutes each.***

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- 1.3 Public Employee Appointment, Employment, Evaluation of Performance, Discipline, Dismissal, Release (GC Section 54957(b).)
 - A. Public Employee Discipline, Dismissal, Release (GC Section 54957(b).) (5 matters)
- 1.4 Conference with Labor Negotiators (GC Section 54957.6)
 - A. SOCCCD Faculty Association
Agency Designated Negotiator: David P. Bugay, Ph.D.
 - B. California School Employees Association (CSEA)
Agency Designated Negotiator: David P. Bugay, Ph.D.
 - C. Police Officers Association (POA)
Agency Designated Negotiator: David P. Bugay, Ph.D.
- 1.5 Conference with Real Property Negotiators (GC Section 54956.8) (1)
 - A. Lease of Property by District: Portion of Saddleback College site: Fowler Property Acquisitions, LLC (formerly MG Promenade Apartments LLC), 28032 Marguerite Parkway, Mission Viejo; Regarding price and terms of payment.
 - B. Lease of Property for District: 26300 La Alameda, Crown Valley Financial Plaza, Mission Viejo, CA 92692; Regarding price and terms of payment.
- 1.6 Conference with Legal Counsel (GC Section 54956.9) (1 case)
 - A. Anticipated Litigation (GC Section 54956.9(d)(2), (e)(1) (1 case)

RECONVENE OPEN SESSION: 6:30 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 T.J. Prendergast
- 2.4 **Recognitions: Speakers are limited to two minutes each.**
 - A. Resolutions:
 1. None
 - B. Commendations:
 1. Irvine Valley College President Glenn Roquemore commended IVC students Nick Capobianco, Megan Francisco, Courtney Maroney, Berkeley Nguyen, Michael Ortega, Hyunki Park, Parmida Shariat, Tracy Tonnu, Christopher Tran, Christopher Villanueva and Justin Young in honor of their achievement in the 2015 UC Davis C-STEM RoboPlay Competition. Merry Kim, Project Director Career Technical Education at ATEP for organizing and coordinating the IVC Computer student teams' participation and Chan Loke, Computer Science Instructor for his

leadership and dedication.

2. Saddleback College President Tod Burnett commended the marketing and communications staff who contributed to marketing initiatives that won medallion awards at the recent National Council on Marketing and Public Relations conference. The staff being commended are: Jennie McCue, Director of Marketing and Communications, Stephanie Reyna, New Media and Marketing Specialist, Donna Pribyl, Senior Graphic Designer, and Heather Siemon, Senior Graphic Designer.
3. Saddleback College President Tod Burnett commended the four former players and staff members who have been selected to be inducted into the California Community College Football Coaches Association Hall of Fame. The inductees include legendary defensive coordinator and martial arts instructor Vince McCullough, and longtime offensive coordinator and National Champion head coach Bill Cunerty, former Saddleback administrator Bill Kelly, and record-setting tailback Toby Whipple.

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

One public comment regarding the collaborative agreement between Saddleback College (KSBR) and California State University, Northridge (KCSN).

3.0 REPORTS

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

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

4.0 DISCUSSION ITEMS

4.1 **Saddleback College and Irvine Valley College: Update on Accreditation Activities**

Saddleback College President Tod Burnett and Irvine Valley College President Glenn Roquemore will present information on the accreditation activities currently underway at the colleges.

IVC Vice President for Instruction Craig Justice, SC Vice President for Student Services Juan Avalos, along with IVC Academic Senate President Kathy Schmeidler and SC Accreditation co-chair Bob Cosgrove provided an overview of the colleges' accreditation activities.

5.0 CONSENT CALENDAR ITEMS

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

Trustee Lang requested to pull items 5.1, 5.11 and 5.14; Trustee Wright requested to pull items 5.7 and 5.8; Trustee Prendergast requested to pull item 5.12 for further discussion and approval.

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

5.1 SOCCCD: Board of Trustees Meeting Minutes

Approve minutes of a Regular Meeting held on September 28, 2015.

An amendment was made to the minutes on September 28, 2015, item 6.1, pg. 6. The last sentence of the motion was amended as follows:
The board approved the nomination on a 5-0 vote with Trustee Prendergast abstaining and Trustee Whitt absent.

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

5.2 Saddleback College: Revised 2015-16 Instructional Material/Laboratory Fees

Approve revised instructional material and laboratory fees for 2015-2016.

5.3 Saddleback College: Forensics Team Out of State Travel

Approve the participation of the Saddleback College Speech & Debate Team and their coaches in the Hell Froze Over Tournament in Austin, TX at a cost not to exceed \$10,860.

5.4 SOCCCD: Saddleback College Sciences Building Project, DSA Inspector of Record Services Agreement, Amendment No. 1, LCC3 Construction Services, Inc.

Approve Amendment No. 1 to the agreement with LCC3 Construction Services, Inc. to provide DSA inspector of record services for the Saddleback College Sciences Building project through May 1, 2016 in the amount of

\$105,000, for a revised contract amount of \$420,360.

- 5.5 **SOCCCD: Saddleback College, Vocational Cosmetology and Cosmetician (Esthetician) Education Services Agreement, Amendment No. 1, Advance Beauty College**
Approve the Saddleback College Cosmetology and Cosmetician (Esthetician) Amendments No. 1 to the agreements with Advance Beauty College to increase the hourly rate from \$4.50 to \$5.00 beginning November 1, 2015.
- 5.6 **Saddleback College: Curriculum Revisions and Additions for the 2016-2017 Academic Year**
Approve the proposed curriculum changes and additions for the 2016-17 academic year at Saddleback College.
- 5.7 **Irvine Valley College: Curriculum Revisions for the 2015-2016 Academic Year**
Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2015-2016 academic year, pursuant to Title 5, Section 53200 et seq.
- On a motion made by Trustee Jemal and seconded by Trustee Wright, this item was approved on a 7-0 vote.
- 5.8 **Saddleback College and Irvine Valley College: Speakers**
Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.
- On a motion made by Trustee Lang and seconded by Trustee Milchiker, this item was approved on a 7-0 vote.
- 5.9 **SOCCCD: Budget Amendment: Adopt Resolution No. 15-39 to Amend FY 2015-2016 Adopted Budget**
Adopt Resolution No. 15-39 to amend the FY 2015-2016 Adopted Budget.
- 5.10 **SOCCCD: Use of the WSCA/NASPO Cisco Systems, Inc. Contract for Data Communications Products and Services**
Approve the use of Master Price Agreement No. AR233 awarded by the State of Utah, in association with the NASPO/WSCA, and approved for usage by the State of California pursuant to the California Participating Addendum No. 7-14-70-04.
- 5.11 **SOCCCD: Auditing Services for FY Ending June 30, 2016, Amendment No. 1, Christy White Associates**
Approve Amendment No. 1 in the amount of \$127,307 for a one year contract extension increasing the total contract amount to \$498,214.

An amendment was made to the cover page, under Status. The wording, "with a new completion date of June 30, 2016," was modified to read, "for the audit

year ending FY 2015-2016.”

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

5.12 SOCCCD: Update of Authorized Signature List of Board of Trustees’ Designees to Approve Documents and Contracts

Approve Exhibit A authorizing individuals occupying the position listed on Exhibit B to be approved as presented.

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

5.13 SOCCCD: Approval of Order Form for Module for Employee Recruitment, Workday, Inc.

Approve the amendment to the Human Resource and Financial Software System Master Services Agreement with Workday, Inc. to include the additional order form for the Employee Recruitment Module, for the amount of \$126,000.

5.14 SOCCCD: Transfer of Budget Appropriations

For the current reporting period ending September 30, 2015

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

5.15 SOCCCD: Purchase Orders and Checks

Ratify the purchase orders and checks as listed.

5.16 SOCCCD: September 2015 Contracts

Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

6.1 SOCCCD: Letter of Intent to Establish Collaborative Operating Agreements for Radio Station Licensees between California State University, Northridge (KCSN) and Saddleback College (KSBR)

Approve the draft Letter of Intent (LOI) Exhibit B, between SOCCCD and California State University Northridge and authorize staff to finalize the LOI and move into the next stages of negotiations.

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

6.2 SOCCCD: Saddleback College Sciences Building Project, Construction Management Services Agreement, Amendment No. 1, Kitchell CEM, Inc.

Approve Amendment No. 1 to the agreement with Kitchell CEM, Inc. to

provide construction management services for the Saddleback College Sciences Building project through May 16, 2016 in the amount of \$186,872 for a revised contract amount of \$1,359,822.

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

6.3 SOCCCD: Saddleback College Technology and Applied Science Swing Space Project, Change Order No. 3, Solpac Construction, Inc. (dba Soltek Pacific Construction Company)

Approve Board Change Order No. 3 in the amount of \$84,247 with Solpac Construction, Inc. (dba Soltek Pacific Construction Company) for the Saddleback College Technology & Applied Science Building Swing Space project, for a total contract amount of \$7,065,697.

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

6.4 SOCCCD: Saddleback College Technology & Applied Science Building Swing Space Project, Architectural Services Agreement, Amendment No. 8, R2A Architecture

Approve Amendment No. 8, in the amount of \$2,350 with R2A Architecture, for the Saddleback College Technology & Applied Science Building Swing Space project for a total fee of \$753,468.

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

6.5 Irvine Valley College: Grant Acceptance, U.S. Department of Education, Asian American Native American Pacific Islander Serving Institutions Program

Approve this award from the U.S. Department of Education for \$1,500,000.

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

6.6 SOCCCD: Irvine Valley College, Use of the Magnolia High School District Bid for Technology Equipment and Peripherals, CDW Government, LLC

Approve use of the 2015 Technology Equipment and Peripherals bid, Project No. MSIT3, I-23-2014/15 between CDW Government, LLC and Magnolia School District. Annual expenditures for the term under this agreement will not exceed \$2,500,000.

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

- 6.7 **SOCCCD: Irvine Valley College Liberal Arts Building Project, Board Change Order No. 5, Swinerton Builders**
Approve Board Change Order No. 5 to the agreement with Swinerton Builders for the Irvine Valley College Liberal Arts Building project and authorize staff to execute the corresponding change order, which will result in an increase of \$22,382, for a revised contract total of \$9,255,734, with no increase to the project duration.

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

- 6.8 **SOCCCD: Irvine Valley College Life Sciences Building Project Architectural Services Agreement, Amendment No. 8, Dougherty + Dougherty Architects, LLP**
Approve Amendment No. 8 in the amount of \$8,100 with Dougherty + Dougherty Architects, LLP for the Irvine Valley College Life Sciences Building project for a total fee of \$1,422,611.

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

- 6.9 **SOCCCD: Board Policy Revision: BP-101 Missions, BP-4117 Family Medical Leave for Administrators and Classified Management Personnel, BP-5050 Student Success and Support Programs, BP-5404 Sexual and Other Assaults**
Discuss and approve board policies presented.

An amendment was made to Exhibit D, pg. 1, second paragraph will read: "The District will encourage the reporting of sexual assaults by eliminating barriers victims face who come forward to report sexual assault."

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

- 6.10 **SOCCCD: Board Policy Revision: BP-3501 Campus Security and Access, BP-5130 Financial Aid, BP-5408 Classroom Supervision, BP-6105 Graduation Requirements for Degrees and Certificates for Achievement**
Accept for review and study.

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

- 6.11 **SOCCCD: Authorization of Payment to Trustee Absent from Board Meeting**
Authorize payment to Trustee Whitt who was absent from the September 28, 2015 board meeting.

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

6.12 SOCCCD: Recess to Public Hearing – District Initial Proposal to SOCCCD Police Officers Association

Conduct a public hearing to provide an opportunity for the public to comment on the District's proposal to POA.

A Public Hearing was held to allow the District to enter into collective bargaining negotiations pursuant to the requirements of California Government Code 3547.

6.13 SOCCCD: Academic Personnel Actions – Regular Items

Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Title Change of Full-time Academic Faculty Positions, Workload Banking.

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

6.14 SOCCCD: Classified Personnel Actions – Regular Items

Approve New Personnel Appointments, Authorization to Establish and Announce a Classified Position, Authorization to Change Classified Positions, Change of Status, Reclassification, Classified Bilingual Stipend, Additional Compensation, Out of Class Assignments, Out of Class Assignment End/Return to Permanent Assignment, General Leave, Resignation/Retirement/Conclusion of Employment, Volunteers.

An amendment was made to Exhibit A, I.1, pg. 8 of 11, from 3 hours to 8 hours per week.

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

6.15 SOCCCD: SOCCCD 2016-17 Full-Time Faculty Hiring

Approve Saddleback College and Irvine Valley College Full-time Faculty hiring lists.

An amendment was made to Exhibit B, pg. 1, 10th item: The Arts, Communication Studies, from a Vacant to a New position. Two positions were added: Guidance and Counseling Counselor (Generalist) - New position and Guidance and Counseling Counselor (Veterans) - Vacant position.

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

On a motion made by Trustee Jemal and seconded by Trustee Milchiker, the meeting was extended to 9:30 p.m. on a 7-0 vote.

- 6.16 **SOCCCD: Faculty Association Academic Employee Master Agreement**
Approve tentative Agreement between District and the SOCCCDFA for the period July 1, 2014 through June 30, 2018.

This item was advanced to the beginning of the meeting following section 3.0. Reports.

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

7.0 REPORTS

- 7.1 **SOCCCD: 2016 Teachers of the Year Recognition Ceremony**
Dr. Karah Street, biology instructor from Saddleback College, was named Orange County Community College Professor of the Year and is one of five finalists who will be honored at the Orange County Teachers of the Year ceremony on November 10, 2015 at the Disneyland Hotel.
- 7.2 **Saddleback College and Irvine Valley College: Speakers**
A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 7.3 **SOCCCD: HR/Financial Software System (Workday) Project Update**
Status of HR/Financial Software System project as of October 2015.
- 7.4 **SOCCCD: Basic Aid Report**
Report on projected receipts and approved projects.
- 7.5 **SOCCCD: Monthly Financial Status Report**
The reports display the adopted budget, revised budget and transactions through September 30, 2015.
- 7.6 **SOCCCD: Quarterly Financial Status Report**
The report is for the period ending September 30, 2015.
- 7.7 **SOCCCD: Facilities Plan Status Report**
Status of current construction projects.
- 7.8 **SOCCCD: Retiree (OPEB) Trust Fund**
Report for the period ending September 30, 2015

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

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

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

9.0 ADDITIONAL ITEMS

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

Meeting adjourned at 9:07 p.m. in memory of Saddleback College student Cesar Medina.



Gary L. Poertner, Secretary

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Irvine Valley College: Curriculum Revisions for the 2016-17 Academic Year

ACTION: Approval

BACKGROUND

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

STATUS

Irvine Valley College proposes additions, revisions, and deletions to the curriculum of the College. Exhibit A includes new, revised, and deleted courses, and programs that are recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of Irvine Valley College for the 2016-17 academic year pursuant to Title 5, Section 53200 et seq.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed changes in curriculum for the 2016-17 academic year at Irvine Valley College.

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

SCHOOL OF SOCIAL SCIENCES

ANTHROPOLOGY

Associate in Arts

Fall 15

Students majoring in anthropology focus ~~especially~~ on the implications of human behavior ~~and the nature of human~~ interactions. Thus, the major is ideal for those who intend a career which obliges a high degree of such interaction, particularly of a bicultural or multicultural form. Students considering careers in social work, international affairs, teaching, politics, public health, and journalism will find the anthropology major appropriate. Students intending to specialize in anthropology on the professional level almost always attend graduate school, since employment in the field usually requires an advanced degree.

Units

Complete the following courses:

ANTH 1	Introduction to Physical Anthropology	3
ANTH 2	Cultural Anthropology	3
ANTH 3	Culture and Language	3
ANTH 9	Introduction to Archeology	3

Complete three courses from the following:

ANTH 4	Native American Cultures	3
ANTH 7	Native Cultures of Southern California	3
BIO 30	California Wildlife and Wild Places	3
HIST 10	The West and the World Through The Renaissance	3
PSYC 1	Introduction to Psychology	3
SOC 1	Introduction to Sociology	3
	Total Units	21

ANTHROPOLOGY

Associate in Arts

Fall 16

Students majoring in anthropology **will** focus on the **nature** and implications of human behavior and **interactions through the integration of the four major sub-disciplines of Anthropology. Knowledge and use of the scientific method will allow students to explain evolutionary theory in light of the human fossil record, analyze the relationship between modern humans and non-human primates and objectively evaluate non-western customs and beliefs.** Students considering careers in social work, international affairs, teaching, politics, public health, and journalism will find the anthropology major appropriate. Students intending to specialize in anthropology on the professional level almost always attend graduate school, since employment in the field usually requires an advanced degree.

Units

Complete the following courses:

ANTH 1	Introduction to Physical Anthropology	3
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Or

ANTH 1H	Introduction to Physical Anthropology Honors	3
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ANTH 2	Cultural Anthropology	3
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Or

ANTH 2H	Cultural Anthropology Honors	3
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ANTH 3	Culture and Language	3
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ANTH 9	Introduction to Archeology	3
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Complete three courses from the following:

ANTH 4	Native American Cultures	3
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ANTH 7	Native Cultures of Southern California	3
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ANTH 13	Magic, Witchcraft and Religion	3
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BIO 30	California Wildlife and Wild Places	3
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HIST 10	The West and the World Through The Renaissance	3
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PSYC 1	Introduction to Psychology	3
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Or

PSYC 1H	Introduction to Psychology Honors	3
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SOC 1	Introduction to Sociology	3
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Or

SOC 1H	Introduction to Sociology Honors	3
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	Total Units	21
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IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

SCHOOL OF BUSINESS SCIENCE

BUSINESS MANAGEMENT

Associate in Science and Certificate of Achievement

Fall 15

	Units
<i>Complete the following courses:</i>	
ACCT 1A Financial Accounting	4
CIM 107 Introduction to Personal Computer	
Applications	3
MGT 1 Introduction to Business	3
MGT 12A The Legal Environment of Business	3
MGT 125 Organizational Behavior	3
MGT 135 Introduction to Marketing	3
MGT 203 Business English	3
Total units	22

Recommended electives: ACCT 114; CIM 112.1, 112.2;
MGT 168; ECON 1, 2; ~~ENTR 217~~; MGT 102, ~~104~~, 115,
268, 288; WR 1

BUSINESS MANAGEMENT

Associate in Science and Certificate of Achievement

Fall 16

The program in business management at Irvine Valley College prepares students to enter management positions in the public and private sector in such areas as retail, wholesale, trades, banking, import/export, small business and government. The curriculum includes lower division courses that are transferable to four-year colleges and universities for those attending to pursue a baccalaureate degree. Completion of this program will give students knowledge and understanding of business management within related fields in the industry.

	Units
<i>Complete the following courses:</i>	
ACCT 1A Financial Accounting	4
CS 1 Introduction to Computer Systems	3
OR	
CS 1H Introduction to Computer Systems Honors	3
MGT 1 Introduction to Business	3
MGT 12A The Legal Environment of Business	3
MGT 104 Business Communication	3
MGT 125 Organizational Behavior	3
MGT 135 Introduction to Marketing	3
Total units	22

Recommended electives: ACCT 114; CIM 112.1, 112.2, 117; MGT 168; ECON 1 **or 1H**, 2 **or 2H**; ENTR/CIM 117; MGT 102, 115, 117, 268, 288; WR 1 **or 1H**

IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES
SCHOOL OF THE ARTS

DANCE
Associate in Arts
Fall 15

The associate degree in dance is designed for students who are preparing to audition for admission into a dance program at a four-year institution ~~or for those wanting to pursue dance as a career~~. The major concentrates on developing the student's technical ability to at least the intermediate level in modern ~~dance~~, ballet and jazz ~~dance~~. Students also complete courses in music for dance, choreography, dance history, ~~conditioning for dance~~, and ~~dance rehearsal~~ and performance to develop their awareness of the artistry and rigor of dance. ~~To fulfill the unit requirements for the major, students may choose among courses in tap, African and/or ballroom dance.~~

DANCE
Associate in Arts
Fall 16

The associate degree in dance is designed for students who are preparing to audition for admission into a dance program at a four-year institution **while also completing lower division transfer requirements, and/or combining educational goals with other fields with dance**. The major concentrates on developing the student's technical ability to at least the intermediate level in modern and ballet. **Studies in dance science such as conditioning and correct, Pilates and GYROKINESIS® help to secure longevity and marketability in the dance field by educating students on how to optimize technical abilities while simultaneously minimizing potential injuries.** Students also complete courses in music for dance, choreography, dance history, and performance courses to develop their awareness of the artistry and rigor of dance. In addition, the curriculum requirements also include options of other dance technique courses in jazz, tap, ballroom Middle Eastern, African dance and improvisation. Many of the courses for the AA degree are directly transferable into the dance major program at transfer institutions. Some students who achieve the AA degree can and have utilized their training to teach and choreographer in local dance studios, community centers, open their own studios, perform, or gain access to further dance education in such areas as dance science, dance history, critical issues in dance, and dance and technology. A bachelor's degree with a teaching certificate would allow one to become employed as an instructor at the high school level and/or have more marketability as a dance critic, dance company manager, dance author, performer, or choreographer. Many dance students combine their interdisciplinary interests by double majoring in dance and another field including: biology, psychology, anthropology, technology, music, theater, or business. Dance education at the level of a masters degree, or in some areas of dance at the doctorate level can qualify students for careers as a: dance therapist, arts administrator, arts lawyer, dance scholar, dance researcher, dance scientist, a college professor and/or once again a choreographer or performer. Students can also obtain vocational certificates in various body therapies such as Pilates, Yoga and GYROKINESIS®. Dance is a highly competitive field. Factors related to success are highly variable as related to criteria that is both objective and subjective in nature. For example, technical and performance abilities are assessed in auditions while susceptibility to injuries is often assessed both medically and through visual analysis of technique.

IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES
SCHOOL OF THE ARTS

DANCE
Associate in Arts
Fall 15

Complete the following courses (14 units)

DNCE 50	Conditioning: Stretch/Strengthen	2
	Align and Correct	2
DNCE 55	Choreography I	3
DNCE 77	Dance History: Twentieth Century	3
DNCE 85	Music for Dance	3

Complete a minimum of 4 units total with at least 2 units in Dance 7

DNCE 6	Ballet I	2
DNCE 7	Ballet II	2

Complete a minimum of 4 units total with at least 2 units in Dance 13

DNCE 12	Modern Dance I	2
DNCE 13	Modern Dance II	2

Complete a minimum of 3 units from the following courses:

DNCE 17	Jazz Dance I	2
DNCE 18	Jazz Dance II	2

Complete a minimum of 1 unit from the following dance technique courses:

DNCE 22	Tap Dance I	1
DNCE 23	Tap Dance II	1
DNCE 36	Ballroom Styles of the 19th and 20th Century	1

Complete a minimum of 1 unit from the following dance technique courses:

DNCE 27	Hip Hop/Commercial Dance	1
DNCE 30	African Dance I	1
DNCE 33	Middle Eastern Dance I	1
DNCE 34	Middle Eastern Dance II	1

Complete a minimum of 2 units from the following dance technique courses:

DNCE 142	Dance Movement Technique and Analysis:	2
	Floor Barre	2
DNCE 253	GYROKINESIS	1

Complete at least 2 units from the following courses:

DNCE 65	Dance Rehearsal an Performance	2
DNCE 170	IVC Performing Dance Ensemble	2
Total Units		27

DANCE
Associate in Arts
Fall 16

Complete the following core courses (20 units)

DNCE 6	Ballet I	2
DNCE 7	Ballet II	2
DNCE 12	Modern Dance I	2
DNCE 13	Modern Dance II	2
DNCE 55	Choreography I	3
DNCE 77	Dance History: Twentieth Century	3
DNCE 85	Music for Dance	3
DNCE 86	Condition and Correct: Body Alignment	3

Complete a minimum of 2 units from the following performance courses (2 units):

DNCE 65	Dance Rehearsal an Performance	2
DNCE 69	Introduction to Dance Ensemble Practices	2

Complete a minimum of 2 units from the following courses (2 units):

DNCE 3	Middle Eastern Dance Fundamentals1	1
DNCE 22	Tap Dance I	1
DNCE 23	Tap Dance II	1
DNCE 24	Tap: Traditional Broadway Basics	1
DNCE 25	Tap: Beginning Rhythm Technique and Inter-	
	Mediate Broadway Steps	1
DNCE 27	Hip Hop/Commercial Dance	1
DNCE 33	Middle Eastern Dance I	1
DNCE 35	Folk Dances of Egypt and Lebanon	1
DNCE 37	Intermediate Ballroom	1-2
DNCE 93	GYROKINESIS @: Art of Exercising and Beyond: Overview	2
Total Units		24

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

SCHOOL OF PHYSICAL SCIENCES AND TECHNOLOGIES

Electronic Technology
Associate in Science and Certificate of Achievement

Fall 15

COURSES:

The curriculum in electronic technology equips students with the skills necessary for coping with a rapidly expanding and changing technological field. A core curriculum seeks to identify and emphasize those principles which are basic to the understanding of current and emerging technologies. In advanced courses, students learn to apply available technology to the solution of specific problems, with an emphasis on creative design and troubleshooting. The curriculum emphasizes a practical rather than an abstract mathematical understanding of electronics, focusing heavily on laboratory study, while still maintaining a level of mathematical rigor appropriate to four-year programs in engineering technology.

MAJOR:

A student majoring in electronic technology may choose from a number of career paths. The electronics aide certificate program equips the student for entry into the electronics industry in areas such as testing, quality assurance, customer support, production support, equipment maintenance and technical sales.

The electronic technology certificate program provides a solid foundation for immediate employment or further study in the field. After obtaining a certificate in electronic technology, a student may seek employment as an electronic technician, designing, testing and servicing telecommunication, medical, video, automotive, aerospace, and entertainment equipment.

Completion of the Associate in Science degree provides even broader opportunity for personal, academic, and career growth. A student may also transfer into the California State University system and complete a bachelor's degree in engineering.

PROGRAM STUDENT LEARNING OUTCOMES

- Analyze (predict or calculate the behavior or performance of) a specified electronic or electromechanical component, circuit, or system studied.
- Design (specify all components, values, interconnections and, where applicable, associated firmware or software for) an electronic or electromechanical circuit or system to perform a specified function to given standards.
- Troubleshoot (locate and identify a faulty component or functional block in) a given non-functioning electronic or electromechanical circuit or system, and indicate the nature of the fault.
- Properly perform specified tests and measurements on the electronic and electromechanical devices, circuits, and systems studied.

CAREER OPTIONS

Examples of careers in Electronic Technology include the following:

- Bench (Repair), Biomedical Instrument, Computer Repair, Customer Support, Field Service, Research and Development and Test Technician

With a bachelor's degree:

- Design, Field Support and Manufacturing Engineer
- Electronic Engineering Technologist

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

SCHOOL OF PHYSICAL SCIENCES

Electronic Technology
Associate in Science and Certificate of Achievement

Fall 16

GOALS AND OBJECTIVES

The Electronic Technology program provides high quality instruction leading to a certificate of proficiency or achievement, an associate in science degree, and/or transfer to university programs in engineering technology. The program also prepares students for employment or advancement in the electronics and related industries.

COURSES

The curriculum in Electronic Technology equips students with the skills necessary for coping with a rapidly expanding and changing technological field. A core curriculum seeks to identify and emphasize those principles which are basic to the understanding of current and emerging technologies. In advanced courses, students learn to apply available technology to the solution of specific problems, with an emphasis on creative design and troubleshooting. The curriculum emphasizes a practical rather than an abstract mathematical understanding of electronics, focusing heavily on laboratory study, while still maintaining a level of mathematical rigor appropriate to four-year programs in engineering technology.

MAJOR

A student majoring in Electronic Technology may choose from a number of career paths. The electronics aide certificate program equips the student for entry into the electronics industry in areas such as testing, quality assurance, customer support, production support, equipment maintenance and technical sales.

The Electronic Technology certificate of achievement program provides a solid foundation for immediate employment or further study in the field. After obtaining a certificate of achievement in Electronic Technology, a student may seek employment as an electronic technician, designing, testing and servicing telecommunication, medical, video, automotive, aerospace, and entertainment equipment.

Completion of the associate in science degree provides even broader opportunity for personal, academic, and career growth with employers who seek the additional oral and written communication skills acquired through general education courses. A student may also transfer into the California State University system and complete a bachelor's degree in engineering technology.

NOTE: While the Electronic Technology program instructs students in the knowledge and skills generally expected of workers entering the electronics and related fields, successful employment in industry depends on labor market conditions and other factors, and cannot be guaranteed.

PREREQUISITE SKILLS

No previous knowledge of or experience with electronics is required for entry into the Electronic Technology program. It is recommended that students seeking to enter the program have or acquire basic mathematical skills at or above the pre-algebra level, equivalent to Mathematics 351 (Arithmetic Review and Pre-Algebra Mathematics).

ENROLLMENT LIMITATIONS

None.

PROGRAM STUDENT LEARNING OUTCOMES AND BASIC OCCUPATIONAL COMPETENCIES ACQUIRED

Upon completion of the Electronic Technology program, students will be able to

- Analyze (predict or calculate the behavior or performance of) a specified electronic or electromechanical component, circuit, or system studied.
- Design (specify all components, values, interconnections and, where applicable, associated firmware or software for) an electronic or electromechanical circuit or system to perform a specified function to given standards.
- Troubleshoot (locate and identify a faulty component or functional block in) a given non-functioning electronic or electromechanical circuit or system, and indicate the nature of the fault.
- Properly perform specified tests and measurements on the electronic and electromechanical devices, circuits, and systems studied.

CAREER OPTIONS

Examples of careers in Electronic Technology include the following:

- Bench (Repair)
- Biomedical Instrument
- Computer Repair
- Customer Support
- Field Service
- Research and Development
- Test Technician

With a bachelor's degree

- Design, Field Support and Manufacturing Engineer
- Electronic Engineering Technologist

Electronic Technology
Associate in Science and Certificate of Achievement
Fall 15

Complete the following courses:

ET 99	Digital Electronic Circuits	4
ET 102	Basic Electric Circuits I	4
ET 104	Basic Electric Circuits II	4
ET 105	Electronic Devices and Circuits I	4
ET 107	Electronic Devices and Circuits II	4

Complete one of the following courses:

ET 116	Industrial Electronics	4
ET 120	Introduction to Microprocessors	4

Complete one of the following courses:

CS 36	C Programming	3
CS 40A	Computer Organization and	
	Assembly Language I	3
CS 40B	Computer Organization and	
	Assembly Language II	3
Total Units:		27

Recommended electives: ET 101, PHYS 20

Electronic Technology
Associate in Science and Certificate of Achievement
Fall 16

Complete the following courses:

ET 99	Digital Electronic Circuits	4
ET 102	Basic Electric Circuits I	4
ET 104	Basic Electric Circuits II	4
ET 105	Electronic Devices and Circuits I	4
ET 107	Electronic Devices and Circuits II	4

Complete at least 4 units from among the following courses:

ET 116	Industrial Electronics	4
ET 119	Industrial Automation Using PLCs	4
ET 120	Introduction to Microprocessors	4
ET 122A	Embedded Control Systems I	2
ET 122B	Embedded Control Systems II	2
ET 168	Cooperative Work Experience:	
	Electronic Technology	1-3
Total Units:		24

Recommended electives: CS 36, ET 101, PHYS 20

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

SCHOOL OF HUMANITIES

FRENCH
Associate in Arts
Fall 15

Students who major in a foreign language at the lower-division level concentrate on learning to understand, speak, read, and write a foreign language. In the process, students develop a more profound understanding of the world and gain insights into its complexities – culturally, politically, economically, socially. Of course, as our world grows increasingly interdependent and international travel readily accessible, the knowledge of a foreign language will prove of benefit to all.

Students at Irvine Valley College may choose to major in Chinese, French, Japanese or Spanish. The faculty recommends that majors do not select a language course to meet the arts and language general education requirement, but instead choose a course in one of the arts that is of interest to them.

	Units
<i>Complete the following courses:</i>	
FR 1 Beginning French 1	5
OR	
FR 1A Beginning French 1A	2.5
And	
FR 1B Beginning French 1B	2.5
FR 2 Beginning French 2	5
OR	
FR 2A Beginning French 2A	2.5
AND	
FR 2B Beginning French 2B	2.5
FR 3 Intermediate French	5
FR 4 Intermediate French	5
FR 10 Intermediate Conversational French	3
FR 11 Advanced Conversational French	3
Total Units	26

FRENCH
Associate in Arts
Fall 16

Students who major in a foreign language at the lower-division level concentrate on learning to understand, speak, read, and write a foreign language. In the process, students develop a more profound understanding of the world and gain insights into its complexities – culturally, politically, economically, socially. Of course, as our world grows increasingly interdependent and international travel readily accessible, the knowledge of a foreign language will prove of benefit to all.

Students at Irvine Valley College may choose to major in Chinese, French, Japanese or Spanish. The faculty recommends that majors do not select a language course to meet the arts and language general education requirement, but instead choose a course in one of the arts that is of interest to them.

	Units
<i>Complete the following courses:</i>	
FR 1 Beginning French 1	5
OR	
FR 1H Beginning French 1 Honors	5
FR 1A Beginning French 1A	2.5
And	
FR 1B Beginning French 1B	2.5
FR 2 Beginning French 2	5
OR	
FR 2A Beginning French 2A	2.5
AND	
FR 2B Beginning French 2B	2.5
FR 3 Intermediate French	5
FR 4 Intermediate French	5
FR 10 Intermediate Conversational French	3
FR 11 Advanced Conversational French	3
Total Units	26

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

SCHOOL OF LIFE SCIENCES AND TECHNOLOGIES

HEALTH SCIENCES
Associate in Arts

Fall 15

The requirements for majors in the life sciences are intended to provide a solid foundation for the student who wishes to pursue further study at the baccalaureate level and for some graduate-level programs. They are also intended for students who plan to enter a preprofessional or professional program in a health-related field. The faculty strongly recommends that students without a firm foundation in basic biological principles complete both Biology 93 and Biology 94 in preparation for the more specialized courses. In addition to the core courses for the major or health-related fields, an introduction to other sciences is usually recommended and necessary for more advanced study. The biology faculty therefore suggests that students complete appropriate courses in chemistry, physics, and mathematics concurrently with biology core courses. Students should refer to the requirements of prospective institutions or seek advice from a member of the biology faculty or a counselor before choosing electives.

Upon completion of the AA in Health Sciences, students will be able to:

- Communicate scientific processes and ideas effectively in written and oral forms.
- Demonstrate understanding of the mechanisms driving evolution.
- Effectively apply current technology and scientific methodologies for problem solving.
- Identify and explain relationships between form and function of biological structures at the molecular, cellular, organismal level.
- Locate and evaluate various types of scientific information including primary research articles, mass media sources and World Wide Web information.
- Recognize and apply basic ethical principles to biological practices and understand the role of scientists and biological science in society.
- Demonstrate understanding of how organisms interact with one another and with their environment.
- Demonstrate understanding of the fundamental biological processes of metabolism, homeostasis, growth, reproduction, development, genetics and whole organism physiology.
- Apply the metric system using standard laboratory equipment to systematically collect, organize, interpret, and assess data in graphs, tables or figures then integrate the acquired knowledge to make informed judgments and conclusions.

An AA degree in **biology** will prepare students for entry into certificate or technical training programs including:

- Nursing
- Biotechnology
- Dental Assisting/Hygiene
- Emergency Medical Technology
- Paramedic Training
- Laboratory Research
- Physical Therapy Assistance

An AA degree in biology will also allow students to continue their education at a four-year institution, where earning an BA degree in biological sciences can prepare them for careers in:

- Public Health
- Nutrition
- Biotechnology
- Laboratory and Field Research
- Pharmaceutical Sales
- Land Management
- Environmental Studies
- Entry into professional schools that provide training in medicine, dentistry, pharmacy, optometry, physician's assistant, and veterinary medicine.

HEALTH SCIENCES**Associate in Arts****Fall 16**

The Health Sciences Program is dedicated to offering a quality program that will meet the lifelong learning needs of our students and prepare them for transfer to a CSU or a UC in order for them to obtain their Bachelor of Science in Nursing or other allied health professions.

An AA degree in the Health Sciences will prepare students for entry into certificate or technical training programs including:

- Nursing
- Biotechnology
- Dental Assisting/Hygiene
- Emergency Medical Technology
- Paramedic Training
- Laboratory Research
- Physical Therapy Assistance
- Medical Laboratory Technician
- Pharmaceutical sales representative
- Occupational therapy
- Pharmacy
- Vision Care
- Radiology Technician

Local and state regulations govern the licensing of nurses and other health professions. Eligibility for employment depends upon performance in competitive examinations as well as performance in education and experience levels. In general, any job which has its focus in helping to cure or prevent disease and/or ailment falls into this cluster of jobs.

Students that earn the Associate of Arts in Health Sciences may find immediate work in the following fields:

- Public relations
- Long-term care facilities
- Community organizations
- Biotechnology research
- State and Federal Health departments
- Home Health Care

Upon completion of the AA in Health Sciences, students will be able to:

- Communicate scientific processes and ideas effectively in written and oral forms.
- Demonstrate understanding of the mechanisms driving evolution.
- Effectively apply current technology and scientific methodologies for problem solving.
- Identify and explain relationships between form and function of biological structures at the molecular, cellular, organismal level.
- Locate and evaluate various types of scientific information including primary research articles, mass media sources and World Wide Web information.
- Recognize and apply basic ethical principles to biological practices and understand the role of scientists and biological science in society.
- Demonstrate understanding of how organisms interact with one another and with their environment.
- Demonstrate understanding of the fundamental biological processes of metabolism, homeostasis, growth, reproduction, development, genetics and whole organism physiology.
- Apply the metric system using standard laboratory equipment to systematically collect, organize, interpret, and assess data in graphs, tables or figures then integrate the acquired knowledge to make informed judgments and conclusions.

Health Sciences
Associate in Arts

Fall 15

		Units
<i>Complete the following core courses:</i>		
BIO 11	Human Anatomy	4
BIO 12	Human Physiology	4
BIO 15	General Microbiology	5
BIO 10	Biochemistry for Health Sciences	4
OR		
CHEM 4	Introduction to General & Organic Chemistry & Biochemistry	5
<i>Complete one of the following courses:</i>		
BIO 71	Stem Cells and Society	3
BIO 72	Human Genetics and Medicine	3
PSYC 1	Introduction to Psychology	3
SOC 1	Introduction to Sociology	3
	Total Units Required	20-21

Health Sciences
Associate in Arts

Fall 16

		Units
<i>Complete the following core courses:</i>		
BIO 11	Human Anatomy	4
BIO 12	Human Physiology	4
BIO 15	General Microbiology	5
BIO 10	Biochemistry for Health Sciences	4
OR		
CHEM 4	Introduction to General & Organic Chemistry & Biochemistry	5
<i>Complete one of the following courses:</i>		
BIO 71	Stem Cells and Society	3
BIO 72	Human Genetics and Medicine	3
PSYC 1	Introduction to Psychology	3
OR		
PSYC 1H	Introduction to Psychology Honors	3
SOC 1	Introduction to Sociology	3
OR		
SOC 1H	Introduction to Sociology Honors	3
PSYC 10	Statistical Methods in the Behavioral Sciences	3
OR		
PSYC 10H	Statistical Methods in the Behavioral Sciences Honors	3
OR		
MATH 10	Introduction to Statistics	3
	Total Units Required	20-21

IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES
SCHOOL OF HUMANITIES

JAPANESE
Associate in Arts

Students who major in a foreign language at the lower-division level concentrate on learning to understand, speak, read, and write a foreign language. In the process, students develop a more profound understanding of the world and gain insights into its complexities – culturally, politically, economically, socially. Of course, as our world grows increasingly interdependent and international travel readily accessible, the knowledge of a foreign language will prove of benefit to all.

Students at Irvine Valley College may choose to major in Chinese, French, Japanese or Spanish. The faculty recommends that majors do not select a language course to meet the arts and language general education requirement, but instead choose a course in one of the arts that is of interest to them.

Fall 15			Fall 16		
		Units			Units
<i>Complete the following courses:</i>			<i>Complete the following courses:</i>		
JA 1	Beginning Japanese I	5	JA 1	Beginning Japanese I	5
OR			Or		
JA 1A	Beginning Japanese 1A	2.5	JA 1H	Beginning Japanese 1 Honors	5
And			JA 2	Beginning Japanese 2	5
JA 1B	Beginning Japanese 1B	2.5	JA 3	Intermediate Japanese I	5
JA 2	Beginning Japanese 2	5	JA 4	Intermediate Japanese II	5
OR			JA 10	Intermediate Conversational Japanese	3
JA 2A	Beginning Japanese 2A	2.5	Total Units		23
AND					
JA 2B	Beginning Japanese 2B	2.5			
JA 3	Intermediate Japanese I	5			
JA 4	Intermediate Japanese II	5			
JA 10	Intermediate Conversational Japanese	3			
Total Units		23			

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

SCHOOL OF PHYSICAL SCIENCES AND TECHNOLOGIES

PHOTONICS TECHNOLOGY
Certificate of Achievement

The IVC Photonics Technology Certificate of Achievement will teach students the hands-on skills necessary to thrive in corporate labs that use or manufacture photonics systems. These courses have a strong emphasis on laboratory work and hardware demonstrations. Students will gain the applied skills required to succeed to four-year engineering programs, graduate school, and industries, including medicine, remote sensing, manufacturing, telecommunications, and entertainment.

		Units
<i>Complete the following courses:</i>		
ET 102	Basic Electric Circuits I	4
ET 105	Electronic Devices and Circuits I	4
LET 205	Fundamentals of Light	3
LET 215	Fundamentals of Photonics	3
LET 225	Quality Assurance for Precision Optics	4
LET 235	Optical metrology and Interferometry	3
	Total Units	21

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

SCHOOL OF MATHEMATICS, COMPUTER SCIENCE AND ENGINEERING

Pre-Engineering
Certificate of Proficiency
Fall 15

This program is designed to enhance students' interest in mathematics and sciences by pursuing a career in engineering. The program's core curriculum requires students to take mathematics and physics classes that are the foundation for all engineering projects. The certificate is composed of courses in engineering design, engineering statics, material science, network analysis and programming.

Units

Complete the following courses:

CS 36	C Programming	3
ENGR 30	Statics of Rigid Bodies and Structures	3
ENGR 54	Principles of Materials Science and Engineering	3
ENGR 70	Introduction to Network Analysis	3
ENGR 83	Computer-Aided Design Techniques	3
	Total Units	15

Pre-Engineering
Certificate of Proficiency
Fall 16

This program is designed to enhance students' interest in mathematics and sciences by pursuing a career in engineering. The program's core curriculum requires students to take mathematics and physics classes that are the foundation for all engineering projects. The certificate is composed of courses in engineering design, engineering statics **and dynamics**, material science, network analysis, **thermodynamics** and programming.

Units

Complete the following courses:

CS 36	C Programming	3
Or		
ENGR 20	Introduction to Programming and Problem Solving with MATLAB	3
ENGR 30	Statics of Rigid Bodies and Structures	3
Or		
ENGR 80	Engineering Dynamics	3
ENGR 54	Principles of Materials Science and Engineering	3
ENGR 70	Introduction to Network Analysis	3
Or		
ENGR 91	Introduction to Thermodynamics	3
ENGR 83	Computer-Aided Design Techniques	3
	Total Units	15

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

SCHOOL OF SOCIAL AND BEHAVIORAL SCIENCE

SOCIOLOGY
Associate in Arts
Fall 15

In studying sociology, students develop an understanding of the cultural and social influences that interact in the world and that affect people's lives. Thus those who are considering careers in such professions as law, business, education, architecture, medicine, social work, politics, public administration, or related areas will find that the sociology major provides a rich fund of knowledge directly concerning each of these fields.

	Units
<i>Complete the following courses:</i>	
SOC 1 Introduction to Sociology	3
SOC 2 Social Problems	3
SOC 10 Introduction to Marriage and Family	3
SOC 30 Social Psychology	3
ANTH 2 Cultural Anthropology	3
MATH 10 Introduction to Statistics	3
or	
PSYC 10 Statistical Methods in the Behavioral Sciences	3
PSYC 1 Introduction to Psychology	3
Total Units Required	21

Recommended Electives: SOC 15, SOC 19

SOCIOLOGY
Associate in Arts
Fall 16

In studying sociology, students develop an understanding of the cultural and social influences that interact in the world and that affect people's lives. Thus those who are considering careers in such professions as law, business, education, architecture, medicine, social work, politics, public administration, or related areas will find that the sociology major provides a rich fund of knowledge directly concerning each of these fields.

	Units
<i>Complete the following courses:</i>	
SOC 1 Introduction to Sociology	3
Or	
SOC 1H Introduction to Sociology Honors	3
SOC 2 Social Problems	3
SOC 3 Global Sociology: Forces of Change In the Modern World System	3
SOC 10 Introduction to Marriage and Family	3
SOC 20 Ethnic and Minority Group Relations	3
ANTH 2 Cultural Anthropology	3
Or	
ANTH 2H Cultural Anthropology Honors	3
Total Units Required	18

Recommended Electives: SOC 15, SOC 19

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

SCHOOL OF HUMANITIES
Associate Degree in Spanish

Fall 15

~~Students who major in a foreign language at the lower division level concentrate on learning to understand, speak, read, and write a foreign language. In the process, students develop a more profound understanding of the world and gain insights into its complexities—culturally, politically, economically, socially. Of course, as our world grows increasingly interdependent and international travel readily accessible, the knowledge of a foreign language will prove of benefit to all.~~

~~Students at Irvine Valley College may choose to major in Chinese, French, Japanese or Spanish. The faculty recommends that majors do not select a language course to meet the arts and language general education requirement, but instead choose a course in one of the arts that is of interest to them.~~

Fall 16

The ability to understand, speak, read and write in another language is increasingly important as global interaction expands. The Spanish curriculum includes courses appropriate for a general liberal arts education and for the major in Spanish. Completion of Spanish courses will assist students in meeting their career, transfer and life-long learning goals and prepare them to interact with Spanish-speaking communities. Additionally, students who complete the Spanish program will gain valuable insights into the process of language learning, empowering them to pursue future language study. The study of Spanish is relevant to student's lives today and provides them with skills needed to communicate effectively as global citizens. Extra-curricular cultural events enhance student understanding of language and culture. Upon completion of the Spanish Program, students will be able to interpret native spoken Spanish in a variety of contexts and formats and use grammar effectively to communicate with native speakers. In addition, students will also be able to read and interpret written material of at least six paragraphs in length and write a clear and accurate, four-paragraph essay in Spanish, in a variety of contexts.

Associate Degree in Spanish
Fall 15

	Units
<i>Complete the following courses:</i>	
SPAN 1 Beginning Spanish 1	5
OR	
SPAN 1A Beginning Spanish 1A	2.5
And	
SPAN 1B Beginning Spanish 1B	2.5
SPAN 2 Beginning Spanish 2	5
SPAN 3 Intermediate Spanish	5
SPAN 4 Intermediate Spanish	5
SPAN 10 Intermediate Conversational Spanish	3
SPAN 11 Advanced Conversational Spanish	3
SPAN 180 Spanish Language Conference	.5
Total Units	26.5

Students who have completed equivalent courses or who have acquired fluency may substitute a second foreign language.

Associate Degree in Spanish
Fall 16

	Units
<i>Complete the following courses:</i>	
SPAN 1 Beginning Spanish 1	5
Or	
SPAN 1H Beginning Spanish 1 Honors	5
SPAN 2 Beginning Spanish 2	5
SPAN 3 Intermediate Spanish	5
SPAN 4 Intermediate Spanish	5
<i>Complete one of the following courses:</i>	
FR 1 Beginning French 1	5
FR 2 Beginning French 2	5
FR 3 Intermediate French	5
FR 4 Intermediate French	5
SPAN 10 Intermediate Conversational Spanish	3
SPAN 11 Advanced Conversational Spanish	3
Total Units	23

Students who have completed equivalent courses or who have acquired fluency may substitute a second foreign language.

[illegible]

Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
Business Science	ACCT 202A	14577.00	Intermediate Accounting I	nc: 3 units (3 hrs lec); TOP: 0502.00; SAM: C; prereq: ACCT 1A
Business Science	ACCT 202B	14580.00	Intermediate Accounting II	nc: 3 units (3 hrs lec); TOP: 0502.00; SAM: C; prereq: ACCT 202A
Business Science	ACCT 220	14581.00	Accounting Ethics	nc: 4 units (4 hrs lec); TOP: 0502.00; SAM: C; prereq: ACCT 1B or 1BH
Social Sciences	AJ 113	260.00	Constitutional Law and the Justice System	From AJ 113 to AJ 13
Social Sciences	AJ 119	270.00	Introduction to Corrections	From AJ 119 to AJ 19
Social Sciences	AJ 161	3420.00	Organized Crime and Criminal Enterprise in America	From AJ 161 to AJ 61
Life Sciences	BIO 94	14157.00	From Organisms to Ecosystems	prereq: BIO 93
Physical Sciences	CHEM 13	1275.05	Organic Chemistry II	nc: 3 units (3 hrs lec); prereq: CHEM 12A; TOP: 1905.00; SAM: E
Physical Sciences	CHEM 13L	1280.05	Organic Chemistry II Lab	nc: 2 units (6 hrs lab); prereq: CHEM 12A; coreq: CHEM 13; TOP: 1905.00; SAM: E
Math, CS, ENGR	CS 6B	4660.15	Computer Discrete Mathematics II	desc, tps, lrng obj, moe, assign, c/l w/ MATH 31
The Arts	DMA 10	14500.05	Introduction to Digital Media	nc: 3 units (2 hrs lec; 4 hrs lab); TOP: 0614.00; SAM C
The Arts	DMA 10	14500.00	Introduction to Digital Media	dc
The Arts	DMA 120	13243.05	Motion Graphics	nc: 3 units (2 hrs lec; 4 hrs lab); Prereq: DMA 10; TOP: 0614.00; SAM: C
The Arts	DMA 120	13243.00	Motion Graphics	dc
The Arts	DMA 140	10422.05	Digital 2D Design and Color Theory	nc: 3 units (2 hrs lec; 4 hrs lab); Prereq: DMA 55; TOP: 0614.00; SAM: C
The Arts	DMA 140	10422.00	Digital 2D Design and Color Theory	dc
The Arts	DMA 160	10150.15	Graphic Design II	nc: 3 units (2 hrs lec; 4 hrs lab); Prereq: DMA 10; TOP: 0614.00; SAM: C
The Arts	DMA 160	10150.10	Graphic Design II	dc
The Arts	DMA 170	10290.05	Print Media Design and Production	nc: 3 units (2 hrs lec; 4 hrs lab); Prereq: DMA 55; TOP: 0614.00; SAM: C
The Arts	DMA 170	10290.00	Print Media Design and Production	dc
The Arts	DMA 175	10291.00	Corporate Identity: Trademarks and Logos	nc: 3 units (2 hrs lec; 4 hrs lab); Prereq: DMA 55; Rec: DMA 65; TOP: 0614.00; SAM: C

Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
The Arts	DMA 175	10291.05	Corporate Identity: Trademarks and Logos	dc
The Arts	DMA 180	10288.00	Visual Design for the Web	dc
The Arts	DMA 51	9169.10	Beginning Digital Photography	dc
The Arts	DMA 51	9169.30	Beginning Digital Photography	nc: 3 units (2 hrs lec; 4 hrs lab); TOP: 0614.00; SAM: C; c/l w/: PHOT 51
The Arts	DMA 52	9169.35	Intermediate Digital Photography	nc: 3 units (2 hrs lec; 4 hrs lab); prereq: DMA 51; TOP: 0614.00; SAM: C; c/l w/: PHOT 52
The Arts	DMA 52	9169.15	Intermediate Digital Photography	dc
The Arts	DMA 55	10150.05	Graphic Design I	nc: 3 units (2 hrs lec; 4 hrs lab); Prereq: DMA 10; TOP: 0614.00; SAM: C
The Arts	DMA 55	10150.00	Graphic Design I	dc
The Arts	DMA 65	10151.05	Typography	nc: 3 units (2 hrs lec; 4 hrs lab); Prereq: DMA 55; TOP: 0614.00; SAM: C
The Arts	DMA 65	10151.00	Typography	dc
The Arts	DMA 70	13271.05	Digital Video Production	nc: 3 units (2 hrs lec; 4 hrs lab); TOP: 0614.00; SAM C
The Arts	DMA 70	13271.00	Digital Video Production	dc
The Arts	DMA 80	10288.05	Visual Design for the Web	nc: 3 units (2 hrs lec; 4 hrs lab); Prereq: DMA 10; TOP: 0614.00; SAM: C
Social Sciences	ECON 20	2110.00	Introductory Economics	desc; moes; assign; txt
Social Sciences	ECON 20H	2110.05	Introductory Economics Honors	nc: 3 units (3 hrs lec); TOP: 2204.00; SAM: E
The Arts	ESL 340A	10611.15	Beginning Skills IA	desc, tps, lrng obj, moe, assign, txt
The Arts	ESL 340B	10612.15	Beginning Skills IB	prereq: ESL 340A or ESL assessment test ; desc.; tps, lrng obj, moe, assign, txt, val
The Arts	ESL 340X	13076.00	Beginning Skills IX	desc; tps, lrng obj, moe, assign, txt, val
Languages	FR 21	11014.00	Introduction to French Civilization and Culture	dc
Social Sciences	GEOG 110	14288.00	Introduction to Geographic Information Systems	From GEOG 110 to GEOG 12
The Arts	IMA 192	14589.00	Portfolio Development - 3D Animation	nc: 2.5 units (1.5 hrs lec/4 hrs. lab); Prereq: IMA 20, IMA 30, IMA 88, and IMA 89; TOP: 614.20; SAM: C
The Arts	IMA 193	14580.00	Portfolio Development - 2D Motion	nc: 2.5 units (1.5 hrs lec/4 hrs. lab); Prereq: ART 85, IMA 20, IMA 96, and IMA 179; TOP: 614.20; SAM: C
The Arts	IMA 40	14378.05		Prereq: From: N/A TO: IMA 98
The Arts	LIT 30	4208.00	Introduction to the Novel	desc; moes; assign; txt; val
Math, CS, ENGR	MATH 124	4670.00	Trigonometry	tps, lrn obj, assign, txt

Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
Math, CS, ENGR	MATH 31	4660.00	Computer Discrete Mathematics II	desc, tps, lrng obj, moe, assign, c/l w/ CS 6B
Math, CS, ENGR	MATH 320	14221.00	Beginning Technical Mathematics	dc
Math, CS, ENGR	MATH 321	14223.00	Technical Math	dc
The Arts	MUS 21	8955.00	World Music	desc; tops, lrng obj; moe; assign, txt
The Arts	MUS 28	4830.00	History of Rock Music	lrng obj; moe; assign; txt
Social Sciences	PSYC 106	10728.00	Developmental Psychology: Lifespan	From PSYC 106 to PSYC 6
Social Sciences	PSYC 2	5875.00	Research Methods in Psychology	prereq: PSYC 1 and PSYC 10 or PSYC 10H; tps; lrng obj, moe, assign, val
Social Sciences	PSYC 32	13206.00	Psychology of Personality	lrng obj; moes; assign; txt; val
Social Sciences	PSYC 33	5900.00	Psychology of Adjustment	rec: PSYC 1; desc; tps; moes; assign; val
Languages	SPAN 1	6140.00	Beginning Spanish I	desc
Languages	SPAN 180	13269.00	Spanish Language Conference	coreq: From: SPAN 1, 1A, 1B , 1H, 2, 3, 4, 10 or 11 To SPAN 1, 1H, 2, 3, 4, 10 or 11
Languages	SPAN 1A	6140.05	Introduction to Beginning Spanish I	dc
Languages	SPAN 1B	6140.10	Continuation of Beginning Spanish I	dc
Languages	SPAN 2	6155.00	Beginning Spanish II	desc
Humanities	WR 1	6566.00	College Writing 1	lrng obj; moes; assign
Humanities	WR 1H	6566.05	College Writing 1 Honors	tps; lrng obj; moes; assign
Humanities	WR 301	9711.00	Introduction to Basic Writing	prereq: RD 370
Humanities	WR 380	14299.00	Writing Conference	desc; coreq: WR 301 or WR 399; moes; txt
Humanities	WR 380	14299.00	Writing Conference	Coreq: WR 301 or WR 399; desc
Humanities	WR 399	14303.05	Accelerated Introduction to College Writing	prereq: RD 370

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Curriculum Revisions and Additions for the 2016-17 Academic Year

ACTION: Approval

BACKGROUND

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

STATUS

Saddleback College (SC) proposes revisions and additions to the curriculum of the College. Exhibit A includes new/revised courses for academic year 2016-17. The additions and revisions to the curriculum are recommended by the Curriculum Committee and include collegial consultation with the Academic Senate of Saddleback College pursuant to Title 5, Section 53200 et seq.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed curriculum changes and additions for the 2016-17 academic year at Saddleback College as listed in Exhibit A.

SADDLEBACK COLLEGE
PROPOSED CURRICULUM REVISIONS
ACADEMIC YEAR 2016-2017

Exhibit A
Page 1 of 2

Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
				assign=assignments
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship, B=advanced occupational, C=clearly occupational, D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
BS	BUS 125	500130.00	HUMAN RELATNS IN BUSN	cat desc, sch desc, tps, lrng obj, moe, assign, txt
BS	BUS 160	500300.07	ENTREPRENEURSHIP	cat desc, sch desc, tps, moe, assign, txt
HS	HSC 601	405118.00	HUM BOD FUND	nc, <u>3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, rec prep HSC 201</u> , non-repeatable
MSE	BIO 11	144090.00	HUMAN ANATOMY	cat desc, sch desc, tps, lrng obj, moe, assign, txt
MSE	BIO 19	144160.05	MARINE BIOLOGY	rec prep fr College-level biology course (BIO 20) to <u>College-level introductory biology course (BIO 20)</u> , cat desc, sch desc, tps, lrng obj, moe, assign, txt, val
MSE	BIO 20	144180.05	INTRO. TO BIOLOGY	sch desc, tps, lrng obj, moe, assign, txt
MSE	BIO 30	992440.00	HUMAN BIOLOGY	tps, moe, assign, txt, val
MSE	BIO 31	992439.00	BIOLOGY OF PLANTS	tps, lrng obj, moe, txt, val
MSE	BIO 113	144990.00	HUMAN ANATMY & PHYSIO	cat desc, sch desc, tps, lrng obj, moe, assign, txt
MSE	BIO 175	144380.05	BFS: E SIERRA MTS	dc
MSE	BIO 230	992638.00	BFS: COAST ECOSYSTEMS	cat desc. sch desc, tps, moe, assign, txt
MSE	BIO 231	992639.00	BFS:ISLAND ECOSYSTEMS	cat desc. sch desc, tps, moe, assign, txt
MSE	BIO 232	992640.00	BFS: MOUNTAIN ECOSYS	tps, lrng obj, moe, assign, txt
MSE	BIO 233	992641.00	BFS: DESERT ECOSYSTEM	sch desc, tps, moe, assign, txt
MSE	CHEM 1B	150030.00	GENERAL CHEMISTRY	prereq fr CHEM 1A to <u>CHEM 1A, MATH 124</u> , cat desc, tps, lrng obj, moe, txt, val
MSE	CS 1B	192090.05	INTRO TO COM SCI II	tps, lrng obj, moe, assign, txt, val
MSE	CS 1D	192080.05	DATA STRUCTURES	rec prep fr CS 1B to <u>CS 1C</u> , tps, moe, assign, txt, val
MSE	MATH 2	518010.05	PRE-CALCULUS MATH	cat desc, sch desc, moe, txt, val
MSE	MATH 7	431051.00	COLLEGE ALGEBRA	lrng obj, moe, txt, val
MSE	PHYS 20	698060.00	IDEAS & EVENTS/PHYSICS	cat desc, sch desc, tps, lrng obj, moe, txt
OELR	LIB 101	431964.00	INTERMED INFOR COMP	dc

SADDLEBACK COLLEGE
PROPOSED CURRICULUM REVISIONS
ACADEMIC YEAR 2016-2017

Exhibit A
Page 2 of 2

SBS	HIST 5	404020.00	WORLD HIST SINCE 1500	ti fr WORLD HISTORY FROM 1750 to WORLD HISTORY SINCE 1500 , cat desc, sch desc, tps, lrng obj, moe, assign, txt
SBS	HIST 11	404050.00	PERSP OF PEACE STUDIES	tps, lrng obj, moe, assign, txt
SBS	HIST 17	404090.05	HIST OF THE US SINCE 1876	cat desc, sch desc, tps, lrng obj, moe, assign, txt
SBS	HIST 20	404140.05	ETHNIC CULTURES U.S.	cat desc, sch desc, tps, lrng obj, moe, assign, txt
SBS	HIST 21	404150.00	WOMEN IN US HISTORY	sch desc, topics, moe, assign, txt
SBS	HIST 62	432309.00	EUROPEAN HIST TO 1650	lrng obj, moe, assign, txt
SBS	HIST 80	404400.05	INTRODUCTION TO CONTEMPORARY AFRICA	cat desc, sch desc, tps, lrng obj, moe assign, txt
SBS	PS 80	404400.10	INTRO CONTEMP. AFRICA	cat desc, sch desc, tps, lrng obj, moe assign, txt
SBS	PSYC 1	728010.00	INTRO TO PSYCH	sch desc, lrng obj, assign, moe, txt
SBS	PSYC 3	728030.00	BIOLOGICAL PSYCHOLOGY	tps, moe, txt, val
SBS	PSYC 5	728036.00	PSY ASPECT HUMAN SEXU	sch desc, moe, txt, val
SBS	PSYC 7	416010.10	DEVELOPMENTAL PSYC	tps, moe, txt, val
SBS	PSYC 37	728120.00	ABNORMAL BEHAVIOR	sch desc, lrng obj, moe, txt, val
SBS	PSYC 44	992584.00	STATS FOR BEH. SCIENCES	tps, lrng obj, assign, moe, txt, val
SBS	PSYC 140	992645.00	INTRO PSYC PROFESSION	cat desc, tps, lrng obj, assign, moe, txt
SBS	SOC 1	776010.05	INTRO TO SOCIOLOGY	cat desc, sch desc, tps, assign, moe, txt
SBS	SOC 10	776070.00	INTRO TO MARR AND FAM	cat desc, sch desc, tps, lrng obj, assign, moe, txt
SBS	SOC 20	404140.10	ETHNIC CULTURES U.S.	cat desc, sch desc, tps, lrng obj, moe, assign, txt
SBS	SOC 21	776100.00	WOMEN/CONT. SOCIETY	cat desc, tps, lrng
SBS	SOC 25	776120.00	SOCIAL STRATIFICATION	cat desc, sch desc, tps, lrng obj, moe
SBS	SOC 125	992291.00	SOCIOLOGY OF AGING	cat desc, sch desc, tps, lrng obj, assign, moe, txt
SBS	SOC 180	992290.00	INTRO TO GERONTOLOGY	cat desc, sch desc, tps, lrng obj, assign, moe, txt

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College and Irvine Valley College: Spring 2016
Community Education Programs

ACTION: Approval

BACKGROUND

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

STATUS

A variety of educational and recreational events have been planned by the Saddleback College and Irvine Valley College Community Education departments for the Spring Semester 2016. Expenses for conducting these courses will be paid by income from participant fees. The Saddleback College course offerings, presenters, and compensation are outlined in Exhibit A. The Irvine Valley College course offerings, presenters, and compensation are outlined in Exhibit B.

RECOMMENDATION

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

South Orange County Community College District
SADDLEBACK COLLEGE
COMMUNITY EDUCATION NON-CREDIT PROGRAM-Spring 2016

EXHIBIT A
1 of 12

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
Adult	Ballroom And Swing	1/1 - 6/30	Dance Quick (I)	45% Gross	\$49
	Basic Mandarin Chinese	1/1 - 6/30	Ling Chou (E)	60% Net	\$165
	Beatles Intermediate Guitar	1/1 - 6/30	Ron Gorman (E)	60% Gross	\$90
	Become A Professional Organizer	1/1 - 6/30	Nancy Miller (E)	50% Net	\$39
	Beginning Blues Harmonica	1/1 - 6/30	David Broida (E)	50% Net	\$49
	Beginning Guitar	1/1 - 6/30	Ron Gorman (E)	60% Gross	\$90
	Beginning Guitar For Kids/Teens	1/1 - 6/30	Ron Gorman (E)	60% Gross	\$90
	Beginning Guitar With Ron Gorman	1/1 - 6/30	Ron Gorman (E)	60% Gross	\$84
	Beginning Ukulele	1/1 - 6/30	Ron Gorman (E)	60% Gross	\$75
	Billboard Top Ten" Intermediate Guitar"	1/1 - 6/30	Ron Gorman (E)	60% Gross	\$90
	Black And Digital Photography	1/1 - 6/30	Larua Hoffman (I)	50% Net	\$105
	Blogging For Fun And Profit	1/1 - 6/30	Bob Cohen (I)	50% Net	\$39
	Brewing Basics: Brewing Beyond The Kit	1/1 - 6/30	Matthew Johnson (E)	50% Net	\$99
	Bride And Groom's First Dance	1/1 - 6/30	Dance Quick (I)	45% Gross	\$29
	Build Your Own Business Website	1/1 - 6/30	Mike Rounds (E)	50% Net	\$39
	Build Your Own Website For \$5 A Month	1/1 - 6/30	Mike Rounds (E)	50% Net	\$39
	Build Your Own Website In Minutes For FREE!	1/1 - 6/30	Mike Rounds (E)	50% Net	\$39
	Business Series	1/1 - 6/30	Connected Women Of Influence (I)	50% Net	\$175
	Cake Decorating For Beginners	1/1 - 6/30	Exquisite Cakes By Jennifer (I)	50% Net	\$59
	Cake Decorating With Fondant And Gumpaste	1/1 - 6/30	Exquisite Cakes By Jennifer (I)	50% Net	\$59
	Cashing In On Your Ideas And Inventions	1/1 - 6/30	Mike Rounds (E)	50% Net	\$39
	Cashing In On Your Ideas And Inventions	1/1 - 6/30	Nancy Miller (E)	50% Net	\$39
	Ceramics	1/1 - 6/30	Duane Matthews (E)	\$50/hr	\$214
	Clutterology®: Eliminate Clutter In Your Life	1/1 - 6/30	Nancy Miller (E)	50% Net	\$39
	Consulting	1/1 - 6/30	Mike Rounds (E)	50% Net	\$39
	Conversational Italian	1/1 - 6/30	Conversa (I)	50% Net	\$153
	Country Line Dance	1/1 - 6/30	Dance Quick (I)	45% Gross	\$49
	Country Two-Step	1/1 - 6/30	Dance Quick (I)	45% Gross	\$49
	Create Successful Online Business Videos	1/1 - 6/30	Glenda Shaw (E)	50% Net	\$49
	Creative Digital Portrait Photography	1/1 - 6/30	Larua Hoffman (I)	50% Net	\$105
	Digital Photography 1	1/1 - 6/30	Larua Hoffman (I)	50% Net	\$80
	Digital Photography 2	1/1 - 6/30	Larua Hoffman (I)	50% Net	\$105
	Digital Photography 3	1/1 - 6/30	Larua Hoffman (I)	50% Net	\$80
	Dog Training	1/1 - 6/30	Joe Palacio(I)	50% Net	\$59
	Driving Concepts	1/1 - 6/30	Driving Concepts (I)	PP	PP
	Effective Property Staging	1/1 - 6/30	Art Navarro (E)	50% Net	\$49
	Effective Property Staging	1/1 - 6/30	Jean Navarro (E)	50% Net	\$49
	Extreme Couponing	1/1 - 6/30	Nancy Miller (E)	50% Net	\$39
	Family Country Line Dance	1/1 - 6/30	Dance Quick (I)	45% Gross	\$25
	Feng Shui Tools For Better Living	1/1 - 6/30	Feng Shui Solutions (I)	50% Net	\$49
	Finding Freelance Work On The Internet	1/1 - 6/30	Bob Cohen (I)	50% Net	\$39
	Fingerstyle Guitar	1/1 - 6/30	Ron Gorman (E)	60% Gross	\$90
	First Hand French	1/1 - 6/30	Nancy Allah (E)	50% Net	\$85
	Foreign Language Students	1/1 - 6/30	FLS	Varies	Varies
	Go Global: Growing International Sales	1/1 - 6/30	Matthew Gerard (E)	50% Net	\$39
	Golf - Levels I And II	1/1 - 6/30	TGA Golf (I)	50% Net	\$105
	Golf - Levels III and IV	1/1 - 6/30	TGA Golf (I)	50% Net	\$105
	Hand And Wheel Ceramics	1/1 - 6/30	Kathryn Stovall-Dennis (E)	50% Net	\$175
	Healthy Harmonica: Songs And Rhythms	1/1 - 6/30	David Broida (E)	50% Net	\$39
	High School Equivalency Preparation	1/1 - 6/30	TBA	Varies	Varies
	HOA Board Member, Volunteer And Homeowner Fundamentals	1/1 - 6/30	Patrick Prendiville (I)	50% Net	Varies
	How To Attend A College Of Your Dreams	1/1 - 6/30	Sharon Buck (E)	25% Net	\$30
	How To Be A Special Event/Wedding Planner	1/1 - 6/30	Farla Binder (E)	50% Net	\$49
	How To Be Published In A Week!	1/1 - 6/30	Mike Rounds (E)	50% Net	\$39
	How To Be Your Own Private Investigator	1/1 - 6/30	Jim Harriger (E)	50% Net	\$39
	How To Become A Mystery Shopper	1/1 - 6/30	Elaine Moran (E)	50% Net	\$49
	How To Become A Programmer	1/1 - 6/30	Bob Cohen (I)	50% Net	\$39
	How To Create QR Codes	1/1 - 6/30	Carol Chambers (E)	50% Net	\$39
	How To Create Your Own E-Commener Business For Less Than \$25 A Month	1/1 - 6/30	Mike Rounds (E)	50% Net	\$39
	How To Get Paid To Speak	1/1 - 6/30	Mike Rounds (E)	50% Net	\$39
	How to Look Your Best	1/1 - 6/30	Christina Gaudy-Funke (E)	50% Net	\$175
	How To Play Piano By Ear	1/1 - 6/30	New School Of American Music (I)	50% Net	\$45
	How To Protect Yourself From Identity Theft	1/1 - 6/30	Mari J. Frank, Esq. (E)	50% Net	\$49
	How To Sell On eBay®	1/1 - 6/30	Frances Greenspan (E)	50% Net	\$65
	Improving Teamwork, Communication, And Leadership Through Drumming And Rhythm	1/1 - 6/30	Ron Gorman (E)	60% Gross	\$57
	Improving Your PC's Performance	1/1 - 6/30	Bob Cohen (I)	50% Net	\$39
	Instant Piano For Hopelessly Busy People	1/1 - 6/30	New School Of American Music (I)	50% Net	\$45
	Intermediate Electric Guitar	1/1 - 6/30	Ron Gorman (E)	60% Gross	\$90
	Intermediate Guitar	1/1 - 6/30	Ron Gorman (E)	60% Gross	\$90
	Internet Marketing For Writers And Authors	1/1 - 6/30	Bob Cohen (I)	50% Net	\$39
	Introduction To Art4Healing	1/1 - 6/30	Natalia van Rikxoort (E)	50% Net	\$35
	Introduction To Wine Appreciation	1/1 - 6/30	David Francisco (E)	50% Net	\$85

(E) Employee

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South Orange County Community College District
SADDLEBACK COLLEGE
COMMUNITY EDUCATION NON-CREDIT PROGRAM-Spring 2016

EXHIBIT A
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PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	Introduction To Wine Appreciation	1/1 - 6/30	Michelle Mooney (E)	50% Net	\$85
	Investment Boot Camp	1/1 - 6/30	Jalon O'Connell (E)	50% Net	\$39
	Investment Strategies For Growth And Income	1/1 - 6/30	Charles Goffin (E)	50% Net	\$39
	iPhones® and iPads®: Beyond The Basics	1/1 - 6/30	Bob Cohen (I)	50% Net	\$39
	iPhones®, iPads®, . . . And I'm Lost®	1/1 - 6/30	Bob Cohen (I)	50% Net	\$39
	Italian Supreme: A Taste Of Italy	1/1 - 6/30	Conversa (I)	50% Net	\$153
	Italian Supreme: Intermediate/Advanced	1/1 - 6/30	Conversa (I)	50% Net	\$153
	Jewelry Making In One Creative Class	1/1 - 6/30	Carol Chambers (E)	50% Net	\$30
	Just Yell Fire: Women's Safety And Self-Defense	1/1 - 6/30	Just Yell Fire (I)	50% Net	\$99
	Kids Country Line Dance	1/1 - 6/30	Dance Quick (I)	45% Gross	\$25
	Lean Enterprise Tools and Processes	1/1 - 6/30	Mike Brady (I)	50% Net	Varies
	Lean Start-up Business Model Series	1/1 - 6/30	Scott Fredrickson	15% Net	\$39
	Lean Start-up Business Model Series	1/1 - 6/30	Barbara Cox (E)	15%Net	\$39
	Lean Start-up Business Model Series	1/1 - 6/30	Rebecca Knapp (E)	15% Net	\$39
	Learn To Speak Spanish: Intermediate/Advanced	1/1 - 6/30	Conversa (I)	50% Net	\$163
	Life Reimagined	1/1 - 6/30	Rita Jones (I)	50% Net	\$60
	Loan Signing Specialist Training	1/1 - 6/30	Masters Notary Academy (I)	\$35 PP	\$70
	Makeup 101	1/1 - 6/30	Michele Von Entress (E)	50% Net	\$175
	Make-Up 101: Beauty Make-Up For Busy Women	1/1 - 6/30	Christina Gaudy-Funke (E)	50% Net	\$75
	Mandarin I: Introduction To Spoken Chinese	1/1 - 6/30	Pandarin Academy (I)	50% Net	\$130
	Mandarin II	1/1 - 6/30	Pandarin Academy (I)	50% Net	\$130
	Mandarin Made Easy	1/1 - 6/30	Pandarin Academy (I)	50% Net	\$130
	Marketing Your Business On Facebook And Social Media Sites	1/1 - 6/30	Bob Cohen (I)	50% Net	\$39
	Master Your Investments	1/1 - 6/30	Jalon O'Connell (E)	50% Net	\$70
	More Beginning Guitar For Kids/Teens	1/1 - 6/30	Ron Gorman (E)	60% Gross	\$90
	Motorcycle Rider Training	1/1 - 6/30	Saddleback Rider Training	Rates Per Day	\$100-235/dy
	Negotiate Your Way To Success	1/1 - 6/30	Mari J. Frank, Esq. (E)	50% Net	\$79
	Notary Public Training	1/1 - 6/30	Masters Notary Academy (I)	\$35 PP	\$70
	On-Line No-Credit Classes	1/1 - 6/30	Education To Go (I)	\$55-\$175pp	\$94-299
	Organic Gardening	1/1 - 6/30	Ron Gorman (E)	60% Gross	\$90
	Organizational Skills For Nannies, Au Pairs, And Caregivers	1/1 - 6/30	Nancy Miller (E)	50% Net	\$39
	PC Boot Camp Express: The Fast Track To Computer Competence	1/1 - 6/30	Bill Napoli (E)	50% Net	\$180
	PC Boot Camp For Teens	1/1 - 6/30	Bill Napoli (E)	50% Net	\$195
	PC Boot Camp: Access 2010 In Just Two Days	1/1 - 6/30	Bill Napoli (E)	50% Net	\$105
	PC Boot Camp: Photo Magic Using Adobe Photoshop CS6	1/1 - 6/30	Bill Napoli (E)	50% Net	\$105
	PC Boot Camp: Spectacular PowerPoint 2010 Presentations	1/1 - 6/30	Bill Napoli (E)	50% Net	\$95
	Piano Made Easy Series	1/1 - 6/30	New School Of American Music (I)	50% Net	\$75
	Proctoring Services	1/1 - 6/30	In-House Services (E)	pp	\$50-75
	Professional Speaking For The Clueless®	1/1 - 6/30	Mike Rounds (E)	50% Net	\$39
	Property Management Anyone Can Do	1/1 - 6/30	Stephen Dexter (E)	50% Net	\$59
	Salsa Dance I	1/1 - 6/30	Dance Quick (I)	45% Gross	\$49
	Salsa Dance II	1/1 - 6/30	Dance Quick (I)	45% Gross	\$49
	Secrets Of Social Media And Internet Marketing	1/1 - 6/30	Bob Cohen (I)	50% Net	\$49
	Self-Publishing Online Digital Photo Books For Youth	1/1 - 6/30	Randeleigh Harris (E)	50% Net	\$92
	Self-Publishing, ePublishing, And More	1/1 - 6/30	Mike Rounds (E)	50% Net	\$39
	Songwriting	1/1 - 6/30	Ron Gorman (E)	60% Gross	\$57
	Sound Retirement Strategies	1/1 - 6/30	David Broida (E)	50% Net	\$49
	Speed Spanish	1/1 - 6/30	Christy Nelson (E)	50% Net	\$59
	SRT - Motorcyclist Safety Program	1/1 - 6/30	Saddleback Rider Training (I)	Varies	\$250
	Stained Glass For Beginners	1/1 - 6/30	Glass Spectrum (I)	50% Gross	\$120
	Stop Being Unemployed And Start Your Own Home-Based Business	1/1 - 6/30	Nancy Miller (E)	50% Net	\$39
	Supervisor Skills Certificate Series - PART 1	1/1 - 6/30	Insight Systems Group (I)	50% Net	\$365
	Supervisor Skills Certificate Series - Part II	1/1 - 6/30	Insight Systems Group (I)	50% Net	\$365
	Supervisor Skills Certificate Series-PART 1A	1/1 - 6/30	Insight Systems Group (I)	50% Net	\$185
	Supervisor Skills Certificate Series-PART 1B	1/1 - 6/30	Insight Systems Group (I)	50% Net	\$185
	Symphonic Orchestra	1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
	Teen Road To Safety	1/1 - 6/30	Teen Road To Safety Inc. (I)	Varies	Varies
	Travel Tours/Multi-Day Trips	1/1 - 6/30	Good Times Travel (I)	PP	PP
	Using The Latest Technology To Improve Business, Sales, And Communications	1/1 - 6/30	Mike Rounds (E)	50% Net	\$39
	Using Your Computer To Make Money	1/1 - 6/30	Nancy Miller (E)	50% Net	\$39
	Veterans Art Project	1/1 - 6/30	TBA	Varies	Varies
	Voice Acting - Advanced	1/1 - 6/30	Patrick Helmstetter (E)	50% Net	\$125
	Voice Acting - Beginning	1/1 - 6/30	Patrick Helmstetter (E)	50% Net	\$125
	What Were You Born To Do?	1/1 - 6/30	Curtis Adney (E)	50% Net	\$55
	XinYi Mandarin Chinese	1/1 - 6/30	Hao Zhao (I)	50% Net	Varies
	Youth And The Law	1/1 - 6/30	Juvenile Consulting Services (I)	Varies	Varies
	Youth Drug and Alcohol Awareness Education Program	1/1 - 6/30	Juvenile Consulting Services (I)	Varies	Varies
	AESL 701: Basic Literacy: Adult Education English As A Second Language	1/1 - 6/30	Adult Education Instructor (E)	Varies	Non-Credit
	AESL 702: Beginning Low: Adult Education English As A Second Language	1/1 - 6/30	Adult Education Instructor (E)	Varies	Non-Credit
	AESL 703: Beginning High: Adult Education English As A Second Language	1/1 - 6/30	Adult Education Instructor (E)	Varies	Non-Credit
	AESL 704: Intermediate Low: Adult Education English As A Second Language	1/1 - 6/30	Adult Education Instructor (E)	Varies	Non-Credit
	AESL 705: Intermediate High: Adult Education English As A Second Language	1/1 - 6/30	Adult Education Instructor (E)	Varies	Non-Credit

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South Orange County Community College District
SADDLEBACK COLLEGE
COMMUNITY EDUCATION NON-CREDIT PROGRAM-Spring 2016

EXHIBIT A
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PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
AESL 706: Advanced Low: Adult Education English As A Second Language		1/1 - 6/30	Adult Education Instructor (E)	Varies	Non-Credit
AESL 707: Advanced High: Adult Education English As A Second Language		1/1 - 6/30	Adult Education Instructor (E)	Varies	Non-Credit
AESL 708: Citizen Preparation: Adult Education English As A Second Language		1/1 - 6/30	Adult Education Instructor (E)	Varies	Non-Credit
ART 10: Ceramics Fundamentals		1/1 - 6/30	Art Faculty (E)	50% Net	\$6.25/hr
ART 11: Ceramics- Wheel I		1/1 - 6/30	Art Faculty (E)	50% Net	\$6.25/hr
ART 12: Ceramics- Wheel II		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 13: Ceramics- Wheel III		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 140: Beginning Graphic Design		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 141: Graphic Rendering Techniques		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 142: Package Design		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 143: Art Survival: From Student To Artist		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 145: Graphic Illustration		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 150: Architectural Ceramics I		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 164: Printmaking (Intaglio/Etching and Relief) IV		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 175: Metal Casting		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 216: Ceramics- Handbuilding II		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 217: Ceramics-Handbuilding III		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 228: Bench Jeweler I		1/1 - 6/30	Art Faculty (E)	50% Net	\$6.25/hr
ART 229: Bench Jeweler II		1/1 - 6/30	Art Faculty (E)	50% Net	\$6.25/hr
ART 230: Bench Jeweler III		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 231: Bench Jeweler IV		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 240: Intermediate Graphic Design		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 250: Plein Air Landscape Painting		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 261: Opaque Watercolor		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 4: Fundamentals Of Art		1/1 - 6/30	Art Faculty (E)	50% Net	\$6.25/hr
ART 40: 2-D Foundations		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 41: Three-Dimensional Design		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 42: Color Theory And Practice		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 50: Painting I		1/1 - 6/30	Art Faculty (E)	50% Net	\$6.25/hr
ART 51: Painting-II		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 52: Painting-III		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 53: Painting From The Live Model I		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 54: Painting From The Live Model II		1/1 - 6/30	Art Faculty (E)	50% Net	\$6.25/hr
ART 57: Watercolor I		1/1 - 6/30	Art Faculty (E)	50% Net	\$6.25/hr
ART 58: Watercolor II		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 59: Watercolor III		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
Art 60: Printmaking (Intaglio/Etching And Relief)		1/1 - 6/30	Art Faculty (E)	50% Net	\$6.25/hr
Art 61: Printmaking (Intaglio/Etching And Relief) II		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
Art 62: Printmaking (Intaglio/Etching And Relief) III		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
Art 63: Introduction To Screen Printing		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 70: Fundamentals Of Sculpture		1/1 - 6/30	Art Faculty (E)	50% Net	\$6.25/hr
ART 71: Additive Sculpture		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 72: Subtractive Sculpture		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 78: Beginning Life Sculpture		1/1 - 6/30	Art Faculty (E)	50% Net	\$6.25/hr
ART 79: Advanced Life Sculpture		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 80: Drawing		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 81: Drawing II		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 82: Drawing III		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 85: Drawing From The Live Model I		1/1 - 6/30	Art Faculty (E)	50% Net	\$6.25/hr
ART 86: Drawing From A Live Model II		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 87: Drawing From A Live Model III		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
ART 9: Ceramics Fundamentals		1/1 - 6/30	Art Faculty (E)	50%Net	\$6.25/hr
MUS 1: The Basics of Music		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 10: Harmony I		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 11: Harmony II		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 117: Popular Songwritinig		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 118: Digital Multi-track Music Recording		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 119: Advanced Music Composition		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 12: Harmony III		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 120: Introduction to the Music Indstry		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 124: Computer Assisted Music Notation		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 130: Music Production I		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 131: Music Production II		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 132: Introduction to Music Technology		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 14: Jazz Composition and Arranging		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 148: Jazz Ensemble		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 15: Music Composition		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 173: Intermediate Guitar		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 178: Beginning Piano Pedagogy		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 179: Intermediate Piano Pedagogy		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 181: Keyboard Literature and Interpretation - Romantic to Modern		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 194: Musicianship III		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr

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South Orange County Community College District
SADDLEBACK COLLEGE
COMMUNITY EDUCATION NON-CREDIT PROGRAM-Spring 2016

EXHIBIT A
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PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
MUS 20: Music Appreciation		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 23: Introduction to World Music		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 232: Choral Techniques		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 233: Contemporary Choral Music For Treble Voices		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 234: Voiced Community Chorale		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 24: Music Of The 20th Century		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 240: Improvised Music In Jazz Combo		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 241: Medium Size Malleable Jazz Ensemble		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 242: Mid- Size African- American Based Ensemble Jazz		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 246: Contemporary Big Band Literature		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 247: Modern Big Band Concepts		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 252a: Jazz Piano I		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 252b: Jazz Piano II		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 252c: Jazz Piano III		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 253: Advanced Piano Music Of Haydn		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 255: Piano Composers Of Today		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 256: Advanced Piano Pedagogy		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 257: Favorite Piano Classics		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 260: Basic Guitar		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 266: Improvised Chamber Music		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 27: History Of Jazz		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 28: History Of Rock		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 295: Rehearsal And Performance (Instrumental)		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 297: Rehearsal And Performance (Jazz Studies)		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 31: Baroque Society		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 32: Oratorio Society		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 33: Modern Masterworks: Chorale		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 34: Early Music Ensemble		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 35: Contemporary Choir		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 39: Commercial Music Ensemble		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 41: Symphonic Wind Ensemble		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 42: Symphonic Orchestra		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 43: String Orchestra		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 46: Jazz Improvisation		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 47: Saddleback College Big Band		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 50: Applied Music: Instrumental		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 51: Applied Music: Keyboard		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 52: Applied Music : Voice		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 54a: Beginning Piano I		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 54b: Beginning Piano II		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 55a: Intermediate Piano I		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 55b: Intermediate Piano II		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 56: Advanced Piano		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 58: Piano Repertoire And Performance Procedures		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 60: Beginning Classical Guitar		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 61: Intermediate Classical Guitar		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 62: Advanced Classical Guitar		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 63: Ensemble Techniques For 21st Century		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 64: Piano Ensemble		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 65: Piano Accompanying		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 66: Chamber Music		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 75: String Literature		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 78: Keyboard Literature/ Interpretation - Baroque And Classical		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 80: Beginning Voice		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 81: Intermediate Voice		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 82: Vocal Repertoire And Performance Procedures		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 86: Introduction To Harpsichord Technique And Literature		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 87: Harpsichord Literature And Technique Ii- Late Beginner		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 88: Harpsichord Literature And Technique Iii- Early Intermediate		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 89: Harpsichord Literature And Technique Iv- Late Intermediate		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 92: Musicianship I		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 93: Musicianship II		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 96: Introduction To Organ Technique And Literature Class		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 97: Organ Technique And Literature Class Late Beginning		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 98: Organ Technique And Literature Class Intermediate (A), Early		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
MUS 99: Organ Technique And Literature Class Intermediate (B), Late		1/1 - 6/30	Music Faculty (E)	50% Net	\$6.25/hr
CUSD/CF 24		1/1 - 6/30	Bob Johnson (E)	60% Net	\$180
24		1/1 - 6/30	Chris Elliott (E)	60% Net	\$180
2D Video Game Design with Gamemaker		1/1 - 6/30	Funutation Tekademy LLC (I)	50% Net	\$192
2D Video Game Design with Gamemaker		1/1 - 6/30	Funutation Tekademy LLC (I)	60% Net	\$192
3D Printing: Jewelry and Fashion Design		1/1 - 6/30	BrainStorm (I)	50% Net	\$149
A Chinese Language Adventure		1/1 - 6/30	Pandarin Academy (I)	50% Net	\$135

(E) Employee
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South Orange County Community College District
SADDLEBACK COLLEGE
COMMUNITY EDUCATION NON-CREDIT PROGRAM-Spring 2016

EXHIBIT A
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PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	Abstract Comic Painting	1/1 - 6/30	Lorien Eck (E)	60%Net	\$95
	Academic Bridge	1/1 - 6/30	Academic Bridge Academy (I)	60% Net	\$585
	Academic Chess	1/1 - 6/30	Academic Chess (I)	50% Net	\$139
	Academic Origami	1/1 - 6/30	Academic Chess (I)	60% Net	\$112
	Academic Origami	1/1 - 6/30	Academic Chess (I)	60% Net	\$90
	Academic Origami: Academic Gift Origami	1/1 - 6/30	Academic Chess (I)	60% Net	\$112
	Academic Origami: Modular And Action Origami	1/1 - 6/30	Academic Chess (I)	60% Net	\$112
	Academic Origami: Paper Airplanes And Aerodynamics	1/1 - 6/30	Academic Chess (I)	60% Net	\$112
	Academic Surge	1/1 - 6/30	Heather Carlsen (E)	30%Net	\$180
	Academic Surge	1/1 - 6/30	Tanya Bonetti (E)	30%Net	\$180
	Academy Of Entrepreneurship	1/1 - 6/30	Rebecca Knapp(I)	60% Net	\$99
	Accessories, Dye Cut and Embellishment Series	1/1 - 6/30	Lisa Elston (E)	50% Net	Varies
	Acting On Camera	1/1 - 6/30	Be The Star In You (I)	60% Net	\$120
	Action Flix	1/1 - 6/30	Incrediflix (I)	PP	\$175
	Adventures In Art	1/1 - 6/30	OC Art Studios (I)	60% Net	\$120
	Adventures In Art	1/1 - 6/30	OC Art Studios (I)	60% Net	\$90
	Adventures In Art Camp	1/1 - 6/30	OC Art Studios (I)	60% Net	\$133
	Adventures in Writing	1/1 - 6/30	Ringtail Learning, Inc. (I)	85% Gross	Varies
	After-School Drama	1/1 - 6/30	Out Of The Box Learning & Arts (I)	60% Net	\$80
	After-School Games	1/1 - 6/30	Ed Neely (E)	60% Net	\$120
	After-School Games	1/1 - 6/30	Ed Neely (E)	60% Net	\$90
	After-School Hoops	1/1 - 6/30	One On One Basketball Staff (I)	60% Net	\$120
	After-School Hoops	1/1 - 6/30	One On One Basketball Staff (I)	60% Net	\$90
	Algebra For Teens - Level 1A	1/1 - 6/30	Daryl Johannsen (E)	\$29/hr+	\$99
	Algebra For Teens - Level 1B	1/1 - 6/30	Daryl Johannsen (E)	\$29/hr+	\$99
	Algebra For Teens - Level I	1/1 - 6/30	Shelley Beckley (E)	\$29/hr+	\$99
	Algebra For Teens - Level II	1/1 - 6/30	Shelley Beckley (E)	\$29/hr+	\$99
	All About Plants | Spanish Camp	1/1 - 6/30	Norma Hernandez (E)	60% Net	\$120
	All About Plants | Spanish Camp	1/1 - 6/30	Norma Hernandez (E)	60% Net	\$90
	American Girl Adventures	1/1 - 6/30	Manisha Fish (E)	60% Net	\$165
	American Girl Adventures	1/1 - 6/30	Manisha Fish (E)	30% Net	\$165
	American Girl Adventures	1/1 - 6/30	Thomas Fish (E)	30% Net	\$165
	American Girl After Party	1/1 - 6/30	Manisha Fish (E)	60% Net	\$59
	Angry Birdies | Bad Piglets	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$150
	Animal Drawing 101 Art Camp	1/1 - 6/30	OC Art Studios (I)	60% Net	\$133
	Animation Flix	1/1 - 6/30	Incrediflix (I)	PP	\$185
	App and Game Dev	1/1 - 6/30	Brainstorm LEGO® Academy (I)	60% Net	\$120
	Art Camp	1/1 - 6/30	Erin O'Shea (E)	12.5% Net	\$214
	Art Camp	1/1 - 6/30	Larry Jones (E)	12.5% Net	\$214
	Art Camp	1/1 - 6/30	Richard White (E)	12.5% Net	\$214
	Art Camp	1/1 - 6/30	Veronica Obermeyer (E)	12.5% Net	\$214
	Art Camp	1/1 - 6/30	Art Just Create It (I)	60% Net	\$110
	Art Smart	1/1 - 6/30	Kelli Hudelson (E)	60% Net	\$180
	Arts & Crafts, Music and Food Tasting In Spanish	1/1 - 6/30	Gabrielle Unzueta (E)	60% Net	\$135
	Back To Broadway Musical Theater Workshop	1/1 - 6/30	PDM Young Actors Workshop (I)	50% Net	\$150
	Basic Mandarin Chinese	1/1 - 6/30	Ling Chou (E)	60% Net	\$120
	Basic Mandarin Chinese	1/1 - 6/30	Ling Chou (E)	60% Net	\$90
	Basketball	1/1 - 6/30	One On One Basketball Staff (I)	50% Net	\$120
	Basketball Skills Clinics	1/1 - 6/30	Troy Roelen - Pro Camp (I)	50% Net	\$126
	Be The Star In You	1/1 - 6/30	Be The Star In You (I)	50% Net	\$120
	Be The Star In You	1/1 - 6/30	Be The Star In You (I)	60% Net	\$120
	Beginning Guitar	1/1 - 6/30	Ron Gorman (E)	60% Gross	\$120
	Beginning Guitar	1/1 - 6/30	Ron Gorman (E)	60% Gross	\$90
	Beginning Guitar For Kids/Teens	1/1 - 6/30	Ron Gorman (E)	60% Gross	\$120
	Beginning Guitar For Kids/Teens	1/1 - 6/30	Ron Gorman (E)	60% Gross	\$90
	Beginning Ukulele	1/1 - 6/30	Ron Gorman (E)	60% Gross	\$75
	Berktree Learning Homework Club	1/1 - 6/30	Berktree Learning (I)	60% Net	\$210
	Brain Builders	1/1 - 6/30	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering With LEGO Bricks: Amazing Ancient Structures	1/1 - 6/30	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering With LEGO Bricks: Catapults And Trebuchets	1/1 - 6/30	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering With LEGO Bricks: Mechanical Madness	1/1 - 6/30	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering With LEGO Bricks: Renewable Energy	1/1 - 6/30	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering With LEGO® Bricks	1/1 - 6/30	Brain Builders (I)	60% Net	\$120
	BrainStorm	1/1 - 6/30	Brainstorm LEGO® Academy (I)	60% Net	\$120
	BrainStorm: Filmmaking	1/1 - 6/30	Brainstorm LEGO® Academy (I)	60% Net	\$120
	BrainStorm: Filmmaking	1/1 - 6/30	Brainstorm LEGO® Academy (I)	60% Net	\$90
	Brainstorm: Game Development & Minecraft Programming	1/1 - 6/30	Brainstorm LEGO® Academy (I)	60% Net	\$120
	Brainstorm: Game Development & Minecraft Programming	1/1 - 6/30	Brainstorm LEGO® Academy (I)	60% Net	\$90
	Brainstorm: Go Think!	1/1 - 6/30	Brainstorm LEGO® Academy (I)	60% Net	\$120
	BrainStorm: LEGO® Engineering & Robotics	1/1 - 6/30	Brainstorm LEGO® Academy (I)	60% Net	\$120
	BrainStorm: LEGO® Engineering & Robotics	1/1 - 6/30	Brainstorm LEGO® Academy (I)	60% Net	\$90
	BrainStorm: LEGO® Engineering: Medieval & Modern Machine	1/1 - 6/30	Brainstorm LEGO® Academy (I)	60% Net	\$90

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South Orange County Community College District
SADDLEBACK COLLEGE
COMMUNITY EDUCATION NON-CREDIT PROGRAM-Spring 2016

EXHIBIT A
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PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	BrainStorm: LEGO® Engineering: Medieval & Modern Machine	1/1 - 6/30	Brainstorm LEGO® Academy (I)	60% Net	\$120
	BrainStorm: LEGO® Robotics	1/1 - 6/30	Brainstorm LEGO® Academy (I)	60% Net	\$120
	BrainStorm: LEGO® Robotics	1/1 - 6/30	Brainstorm LEGO® Academy (I)	60% Net	\$90
	Brainstorm: Minecraft University: Minecraft Modding	1/1 - 6/30	Brainstorm LEGO® Academy (I)	60% Net	\$120
	Brainstorm: Minecraft University: Robotics	1/1 - 6/30	Brainstorm LEGO® Academy (I)	60% Net	\$120
	Bricks 4 Kids	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kids: Spectacular Sports	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kids: Spectacular Park Rides	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$90
	Bricks 4 Kidz: Amazing Animals	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Amazing Animals	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$90
	Bricks 4 Kidz: Amazing LEGO® Animals	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Amusement Park Rides	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Amusement Park Rides	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$90
	Bricks 4 Kidz: Amusement Park Rides With LEGO® Bricks	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Construction Craze With LEGO® Bricks	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$120
	Bricks 4 Kidz: Engineering With LEGO® Bricks	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$120
	Bricks 4 Kidz: Engineering With LEGO® Bricks	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$90
	Bricks 4 Kidz: Factory Fun With LEGO® Bricks	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$120
	Bricks 4 Kidz: Forces Of Nature With LEGO® Bricks	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Forces Of Nature With LEGO® Bricks	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$120
	Bricks 4 Kidz: Gadgets And Gizmos With LEGO® Bricks	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$120
	Bricks 4 Kidz: Interesting Inventions	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Interesting Inventions	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$90
	Bricks 4 Kidz: Interesting Inventions With LEGO® Bricks	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Life Science With LEGO® Bricks	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$120
	Bricks 4 Kidz: Mining And Crafting	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Mining And Crafting	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$90
	Bricks 4 Kidz: Mining And Crafting 2 With LEGO® Bricks.	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Mission 2 Space	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$120
	Bricks 4 Kidz: Motorized Air, Land, And Sea LEGO® Vehicles	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Space Adventures	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Space Adventures	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$90
	Bricks 4 Kidz: Spectacular LEGO® Sports	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Spectacular LEGO® Sports	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$90
	Bricks For Kidz	1/1 - 6/30	Bricks For Kidz (I)	60% Net	\$180
	Bricks For Kidz	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$180
	Bricks For Kidz	1/1 - 6/30	Pristine Possibilities (I)	60% Net	\$180
	Bricks4Kidz	1/1 - 6/30	Pristine Possibilities (I)	50% Net	\$120
	Candy Creations	1/1 - 6/30	Heather Carlsen (E)	30% Net	\$120
	Candy Creations	1/1 - 6/30	Heather Carlsen (E)	60% Net	\$90
	Candy Creations	1/1 - 6/30	Tanya Bonetti (E)	30% Net	\$120
	Candy Creations	1/1 - 6/30	Tanya Bonetti (E)	60% Net	\$90
	Capture The Flag	1/1 - 6/30	Chris Elliott (E)	30% Net	\$120
	Capture The Flag	1/1 - 6/30	Chris Elliott (E)	30% Net	\$90
	Capture The Flag	1/1 - 6/30	Robert Johnson (E)	30% Net	\$54
	Capture The Flag | Masters Of The Field	1/1 - 6/30	Academic Chess (I)	60% Net	\$112
	Capture The Flag | Masters Of The Field	1/1 - 6/30	Academic Chess (I)	60% Net	\$90
	Capture The Flag| Master Of The Field	1/1 - 6/30	Academic Chess (I)	60% Net	\$112
	Care4Yoga	1/1 - 6/30	Care4Yoga (I)	60% Net	\$120
	Care4Yoga	1/1 - 6/30	Care4Yoga (I)	60% Net	\$90
	Catch A Wave Into First Grade	1/1 - 6/30	Carrie Gray (E)	60% Net	\$180
	Catch A Wave Into Second Grade	1/1 - 6/30	Carrie Gray (E)	60% Net	\$150
	Ceramics	1/1 - 6/30	Duane Matthews (E)	\$30/hr	\$214
	Challenge Island	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$120
	Challenge Island	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$90
	Challenge Island	1/1 - 6/30	Pristine Possibilities (I)	60% Net	\$120
	Challenge Island	1/1 - 6/30	Pristine Possibilities (I)	60% Net	\$90
	Challenge Island: Amusement Park Island	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$120
	Challenge Island: Amusement Park Island	1/1 - 6/30	Pristine Possibilities (I)	60% Net	\$120
	Challenge Island: Carnival Island	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$120
	Challenge Island: Carnival Island	1/1 - 6/30	Pristine Possibilities (I)	60% Net	\$120
	Challenge Island: Shark Tooth Island	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$120
	Challenge Island: Shark Tooth Island	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$90
	Challenge Island: Shark Tooth Island	1/1 - 6/30	Pristine Possibilities (I)	60% Net	\$120
	Challenge Island: Shark Tooth Island	1/1 - 6/30	Pristine Possibilities (I)	60% Net	\$90
	Challenge Island: Time Travel Island	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$120
	Challenge Island: Time Travel Island	1/1 - 6/30	Pristine Possibilities (I)	60% Net	\$120
	Cheerleading Skills Clinics	1/1 - 6/30	College For Kids Staff (E)	Varies	\$65
	Chess Club	1/1 - 6/30	Brain Builders (I)	60% Net	\$120
	Chess Club	1/1 - 6/30	Brain Builders (I)	60% Net	\$90
	Chess Day Camp	1/1 - 6/30	Academic Chess (I)	50% Net	\$139
	Chess Day Camp	1/1 - 6/30	Academic Chess (I)	60% Net	\$139

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SADDLEBACK COLLEGE
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EXHIBIT A
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PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	Children's Musical Theater	1/1 - 6/30	Holly Telford (E)	60% Net	\$120
	Children's Musical Theater	1/1 - 6/30	Holly Telford (E)	60% Net	\$90
	Coast 2 Coast Soccer	1/1 - 6/30	Coast 2 Coast Soccer (I)	60% Net	\$120
	Coast 2 Coast Soccer	1/1 - 6/30	Coast 2 Coast Soccer (I)	60% Net	\$90
	Collage: Connect, Collect, Create	1/1 - 6/30	Nancy Larragoiti (E)	\$29/hr+	\$98
	College Placement Testing Workshop	1/1 - 6/30	Jeff Vogel (E)	50% Net	\$120
	College Placement Testing Workshop	1/1 - 6/30	Jeff Vogel (E)	50% Net	\$90
	College Placement Testing Workshop	1/1 - 6/30	TBA	50% Net	\$120
	College Placement Testing Workshop	1/1 - 6/30	TBA	50% Net	\$90
	Color Sticks For Young Artists	1/1 - 6/30	Nancy Larragoiti (E)	\$29/hr+	\$98
	Comic Creator Camp	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$150
	Common Core Prep Camp For Fourth Grade	1/1 - 6/30	Lisa Kopczwinski (E)	60% Net	\$180
	Confidence In The Spotlight	1/1 - 6/30	Confidence In The Spotlight (I)	60% Net	\$104
	Confidence In The Spotlight: Biz Kidz	1/1 - 6/30	Confidence In The Spotlight (I)	60% Net	\$104
	Confidence In The Spotlight: Garden Kidz	1/1 - 6/30	Confidence In The Spotlight (I)	60% Net	\$104
	Confidence In The Spotlight: Princess Play And Music	1/1 - 6/30	Confidence In The Spotlight (I)	60% Net	\$104
	Confidence In The Spotlight: Safe Kidz	1/1 - 6/30	Confidence In The Spotlight (I)	60% Net	\$104
	Confidence In The Spotlight: Space Kidz	1/1 - 6/30	Confidence In The Spotlight (I)	60% Net	\$104
	Cooking With Mr. Elliot And Mr. Short	1/1 - 6/30	Chris Elliott (E)	30% Net	\$85
	Cooking With Mr. Elliot And Mr. Short	1/1 - 6/30	Curtis Short (E)	30% Net	\$85
	Costume Fashion Show	1/1 - 6/30	Misty Orzechowski (E)	50% Net	Varies
	Costume Series: Make Your Own Costume	1/1 - 6/30	Misty Orzechowski (E)	50%Net	Varies
	Creating Cool Characters Art Camp	1/1 - 6/30	OC Art Studios (I)	60% Net	\$133
	Creating With Clay - Clay Class For Kids	1/1 - 6/30	Art Just Create It (I)	60% Net	\$120
	Creating With Clay - Clay Class For Kids	1/1 - 6/30	Art Just Create It (I)	60% Net	\$90
	Creative Writing	1/1 - 6/30	Kendyl Palmer (E)	\$29/hour	\$99
	Creative Writing	1/1 - 6/30	Megan Weaver (E)	50%Net	Varies
	Creative Writing For Kids	1/1 - 6/30	John Uhlman (E)	\$29/hr+	\$99
	Creature Animation Flix	1/1 - 6/30	Incrediflix (I)	PP	\$135
	CSI: Introduction To Forensic Anthropology	1/1 - 6/30	Renee Garcia (E)	50% Net	\$110
	Culinary Kids	1/1 - 6/30	Culinary Kids (I)	60% Net	\$200
	Cursive Instruction	1/1 - 6/30	Dawn Salman (E)	60% Net	Varies
	Cursive Writing	1/1 - 6/30	Stephanie Sanchez (I)	50% Net	\$120
	Cursive Writing	1/1 - 6/30	TBA	50% Net	\$120
	Cursive Writing and Reading	1/1 - 6/30	Gabriella M. Bell (I)	50% Net	\$120
	Cut And Dissect - Level A	1/1 - 6/30	Shaun Burke (E)	\$29/hr+	\$100
	Cut And Dissect - Level B	1/1 - 6/30	Shaun Burke (E)	\$29/hr+	\$110
	Dana Hills Softball Summer Camp	1/1 - 6/30	Brandon Cosenza (E)	60% Net	\$126
	Dare To Draw Anything!	1/1 - 6/30	Jan Wood-Harris (E)	\$29/hr+	\$98
	Debate Workshop	1/1 - 6/30	Ron Grishaber (E)	60% Net	\$130
	Designer Handbag and Fashion Series	1/1 - 6/30	Malia Vago (E)	50%Net	Varies
	Developmental Reading For Kids	1/1 - 6/30	John Uhlman (E)	\$29/hr+	\$99
	Developmental Reading For Teens	1/1 - 6/30	John Uhlman (E)	\$29/hr+	\$99
	Drama Kids	1/1 - 6/30	Janie Medley (I) and Megan Jewell	60%Net	\$136
	Drop-In Aftercare	1/1 - 6/30	College For Kids Staff (E)	Varies	\$10
	Dye Series	1/1 - 6/30	Lindsay Fox (E)	50%Net	Varies
	Eco Arts	1/1 - 6/30	Lorien Eck (E)	60% Net	\$95
	Engineering And Robotics With LEGO® Bricks	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$120
	Engineering And Robotics With LEGO® Bricks	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$90
	Engineering And Robotics With LEGO® Bricks	1/1 - 6/30	Pristine Possibilities (I)	60% Net	\$120
	Engineering And Robotics With LEGO® Bricks	1/1 - 6/30	Pristine Possibilities (I)	60% Net	\$90
	Engineering Using LEGO® Bricks: Mining And Crafting	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$120
	Engineering Using LEGO® Bricks: Mining And Crafting	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$90
	Engineering Using LEGO® Bricks: Mining And Crafting	1/1 - 6/30	Pristine Possibilities (I)	60% Net	\$120
	Engineering Using LEGO® Bricks: Mining And Crafting	1/1 - 6/30	Pristine Possibilities (I)	60% Net	\$90
	Engineering With LEGO®: Crazy Contraptions	1/1 - 6/30	Brain Builders (I)	60% Net	\$120
	Engineering With LEGO®: Crazy Contraptions	1/1 - 6/30	Brain Builders (I)	60% Net	\$90
	Engineering with LEGO®: Race Cars 201	1/1 - 6/30	Brain Builders (I)	60% Net	\$120
	Engineering with LEGO®: Race Cars 201	1/1 - 6/30	Brain Builders (I)	60% Net	\$90
	Engineering With LEGO®: Robo Olympics	1/1 - 6/30	Brain Builders (I)	60% Net	\$120
	Engineering With LEGO®: Robo Olympics	1/1 - 6/30	Brain Builders (I)	60% Net	\$90
	Engineering With LEGO®: Super Structures	1/1 - 6/30	Brain Builders (I)	60% Net	\$120
	Engineering With LEGO®: Super Structures	1/1 - 6/30	Brain Builders (I)	60% Net	\$90
	English Composition For Teens	1/1 - 6/30	Tony Garcia (E)	50% Net	\$125
	Exploring STEM Using Educational Robotics	1/1 - 6/30	Mathobotix (I)	70% Gross	\$580
	F.A.S.T.	1/1 - 6/30	F.A.S.T. (I)	60% Net	\$120
	F.A.S.T.	1/1 - 6/30	F.A.S.T. (I)	60% Net	\$90
	Fabric And Ribbon Flowers Series	1/1 - 6/30	JD Nowland(E)	50% Net	Varies
	Fairy Tale Feast	1/1 - 6/30	Ann Berger (E)	60% Net	\$180
	Fantastic Fall Art	1/1 - 6/30	Heather Carlsen (E)	30% Net	\$100
	Fantastic Fall Art	1/1 - 6/30	Tanya Osborne (E)	60% Net	\$100
	Fashion Illustration	1/1 - 6/30	TBA	50% Net	Varies

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EXHIBIT A
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PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	Fashion Sewing and Crafts	1/1 - 6/30	Malia Vago (E)	50% Net	\$120
	Fashion Sewing Garments	1/1 - 6/30	Naomi Sutton (E)	50% Net	Varies
	Fashion Sketching	1/1 - 6/30	Malia Vago (E)	50% Net	\$120
	Fashion: Day At The Beach	1/1 - 6/30	Misty Orzechowski (E)	50% Net	\$120
	Fashion: Sewing A Basic Skirt	1/1 - 6/30	Shanti Winter (E)	50% Net	\$120
	Fashion: Sewing An Apron	1/1 - 6/30	Shanti Winter (E)	50% Net	\$120
	Fashion: Spooky Pajama Party	1/1 - 6/30	Misty Orzechowski (E)	50% Net	\$120
	Filmmaking Flix	1/1 - 6/30	Incrediflix (I)	PP	\$155
	First Grade Head Start	1/1 - 6/30	Chris Saalberg (E)	60% Net	\$115
	First Grade Prep | Spanish	1/1 - 6/30	Norma Hernandez (E)	60% Net	\$125
	Fit Kids	1/1 - 6/30	Fit Kids America(I)	60% Net	\$180
	Fit Kids	1/1 - 6/30	Fit Kids America(I)	50% Net	\$180
	Fit Kids: Cheerleading	1/1 - 6/30	Fit Kids America (I)	60% Net	\$112
	Fit Kids: Cheerleading	1/1 - 6/30	Fit Kids America (I)	60% Net	\$90
	Fit Kids: Dodgeball	1/1 - 6/30	Fit Kids America (I)	60% Net	\$112
	Fit Kids: Dodgeball	1/1 - 6/30	Fit Kids America(I)	60% Net	\$90
	Fit Kids: Field Games	1/1 - 6/30	Fit Kids America(I)	50% Net	\$180
	Fit Kids: Flag Football	1/1 - 6/30	Fit Kids America (I)	60% Net	\$112
	Fit Kids: Flag Football	1/1 - 6/30	Fit Kids America (I)	60% Net	\$90
	Fit Kids: Hip Hop	1/1 - 6/30	Fit Kids America (I)	60% Net	\$112
	Fit Kids: Hip Hop	1/1 - 6/30	Fit Kids America (I)	60% Net	\$90
	Fit Kids: Kindergarten Sports	1/1 - 6/30	Fit Kids America (I)	60% Net	\$112
	Fit Kids: Lacrosse	1/1 - 6/30	Fit Kids America (I)	60% Net	\$112
	Fit Kids: Lacrosse	1/1 - 6/30	Fit Kids America (I)	60% Net	\$90
	Fourth Grade Common Core Prep Camp	1/1 - 6/30	Lisa Kopcxynski (E)	60% Net	\$140
	Fun In The Sun	1/1 - 6/30	Dawn Trumbo (E)	30% Net	\$180
	Fun In The Sun	1/1 - 6/30	Kristi Martin (E)	30% Net	\$180
	Fun In The Sun	1/1 - 6/30	Toddler Time (E)	60% Net	\$180
	Fun With Cartooning	1/1 - 6/30	Nancy Larragoiti (E)	\$29/hr+	\$98
	Functional Agility Speed Training (F.A.S.T)	1/1 - 6/30	F.A.S.T. (I)	60% Net	\$120
	Functional Agility Speed Training (F.A.S.T)	1/1 - 6/30	F.A.S.T. (I)	60% Net	\$90
	Funutation Tech Camps	1/1 - 6/30	Funutation Tekademy LLC (I)	50% Net	Varies
	Funutation Tekademy	1/1 - 6/30	Funutation Tekademy LLC (I)	60% Net	\$192
	Funutation Tekademy	1/1 - 6/30	Funutation Tekademy LLC (I)	50% Net	\$192
	Future Builders With Bricks	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$120
	Future Builders With Bricks	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$90
	Future Engineers: Boys And Girls	1/1 - 6/30	Future Engineers: Boys And Girls (	60% Net	\$96
	Future Engineers: Boys And Girls	1/1 - 6/30	Kirin Quality Engineering, LLC	60% Net	\$96
	Future Millionaires And Junior Entrepreneurs	1/1 - 6/30	Joshua Ballard (I)	50% Net	\$115
	Games Galore	1/1 - 6/30	Wendy Billman (E)	60%Net	\$104
	Geometry For Teens	1/1 - 6/30	Shelley Beckley (E)	\$29/hr+	\$99
	Getting Excited For Kindergarten	1/1 - 6/30	Brooks Keith (E)	30% Net	\$160
	Getting Excited For Kindergarten	1/1 - 6/30	Nancy Conover (E)	30% Net	\$160
	Girls On The Run Orange County	1/1 - 6/30	Girls On The Run (I)	60% Net	\$120
	Girls On The Run Orange County	1/1 - 6/30	Girls On The Run (I)	60% Net	\$90
	Golf Skills Clinics Advanced	1/1 - 6/30	Emil Scodeller (E)	50% Net	\$79
	Golf Skills Clinics Advanced	1/1 - 6/30	TGA Golf (I)	50% Net	\$85
	Golf Skills Clinics Advanced	1/1 - 6/30	TGA Golf (I)	50% Net	\$125
	Golf Skills Clinics Beginners	1/1 - 6/30	Emil Scodeller (E)	50% Net	\$79
	Golf Skills Clinics Beginners	1/1 - 6/30	TGA Golf (I)	50% Net	\$85
	Golf Skills Clinics Beginners	1/1 - 6/30	TGA Golf (I)	50% Net	\$125
	GrassRoots Athletics: Run Jump Throw	1/1 - 6/30	GrassRoots Athletics (I)	50%Net	\$115
	Green Screen Animation Flix	1/1 - 6/30	Incrediflix (I)	PP	\$155
	Group Piano Lessons Beginners	1/1 - 6/30	Krema Lytskanova (E)	60% Net	\$120
	Group Piano Lessons Beginners	1/1 - 6/30	Krema Lytskanova (E)	60% Net	\$90
	Handwriting Heroes	1/1 - 6/30	Carrie Gray (E)	60% Net	\$112
	Head To Toe Series	1/1 - 6/30	Misty Orzechowski (E)	50%Net	Varies
	Health Career Readiness Program	1/1 - 6/30	Saddleback Faculty (E)	per/person	\$46
	Hip Hop Dance Camp	1/1 - 6/30	Fit Kids America (I)	60% Net	\$112
	Hip Hop Dance Camp	1/1 - 6/30	Fit Kids America (I)	60% Net	\$90
	Homework Club	1/1 - 6/30	Berktree Learning (I)	60% Net	\$240
	Homework Club	1/1 - 6/30	College For Kids Staff (E)	Varies	\$120
	Homework Club	1/1 - 6/30	College For Kids Staff (E)	Varies	\$90
	Homework Help And Game Breaks	1/1 - 6/30	Robert McDonough (E)	60% Net	\$120
	Homework Help And Game Breaks	1/1 - 6/30	Robert McDonough (E)	60% Net	\$90
	I-ESTEAM 3.14	1/1 - 6/30	Mathobotix (I)	70% Gross	\$480
	Imagination Flix	1/1 - 6/30	Incrediflix (I)	PP	\$175
	Imagination in Creativity: Art In Spanish	1/1 - 6/30	Wendy Mendoza (E)	60% Net	\$180
	Incrediflix	1/1 - 6/30	Incrediflix (I)	PP	\$185
	Institute Of Reading Development	1/1 - 6/30	Inst. Of Reading Development (I)	PP	Varies
	Interactive Writing Workshop	1/1 - 6/30	Nancy D'Aleo-Russey (E)	\$29/hr+	\$99
	Intro To Coding , Jr.	1/1 - 6/30	CodeCampus Academy (I)	60% Net	Varies

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PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	Irish Dance	1/1 - 6/30	Liz Lightner (E)	60% Net	\$70
	Jump Start Fifth Grade	1/1 - 6/30	Ann Berger (E)	60% Net	\$180
	Jump Start First Grade	1/1 - 6/30	Diane Weckerle (E)	60% Net	\$180
	Jump Start First Grade	1/1 - 6/30	Kim Downing (E)	60% Net	\$150
	Jump Start First Grade	1/1 - 6/30	Terri Adams (E)	60% Net	\$180
	Jump Start First Grade	1/1 - 6/30	Avonnette Bruce (I)	60% Net	\$125
	Jump Start Kindergarten	1/1 - 6/30	Amy Clarke (E)	30% Net	\$125
	Jump Start Kindergarten	1/1 - 6/30	Amy Clarke (E)	60% Net	\$180
	Jump Start Kindergarten	1/1 - 6/30	Kylie Schofield (E)	30% Net	\$125
	Jump Start Kindergarten	1/1 - 6/30	Kylie Schofield (E)	60% Net	\$180
	Jump Start Kindergarten	1/1 - 6/30	Avonnette Bruce (I)	60% Net	\$125
	Jump Start Second Grade	1/1 - 6/30	Christy Grudynski (E)	60% Net	\$125
	Jump Start Third Grade	1/1 - 6/30	Christy Grudynski (E)	60% Net	\$125
	Jumstart Into Kindergarten	1/1 - 6/30	Maggie Fisher (E)	60% Net	\$150
	Junior Gauchos Fun Club	1/1 - 6/30	College For Kids Staff (E)	Varies	\$80
	Junior Jazzercise	1/1 - 6/30	Nora Grabar (E)	60% Net	\$120
	Junior Jazzercise	1/1 - 6/30	Nora Grabar (E)	60% Net	\$90
	Karate	1/1 - 6/30	Robert McDonough (E)	60% Net	\$120
	Karate	1/1 - 6/30	Robert McDonough (E)	60% Net	\$90
	Keyboarding	1/1 - 6/30	Heather Carlsen (E)	\$29/hr+	\$90
	Keyboarding	1/1 - 6/30	Tanya Bonetti (E)	\$29/hr+	\$90
	Keyboarding On Personal Computers	1/1 - 6/30	Joyce Quade (E)	50% Net	\$126
	Keyboarding With Ultrakey	1/1 - 6/30	Heather Carlsen (E)	30% Net	\$120
	Keyboarding With Ultrakey	1/1 - 6/30	Heather Carlsen (E)	60% Net	\$90
	Keyboarding With Ultrakey	1/1 - 6/30	Tanya Bonetti (E)	30% Net	\$120
	Keyboarding With Ultrakey	1/1 - 6/30	Tanya Bonetti (E)	60% Net	\$90
	kidshipop.com	1/1 - 6/30	kidshipop.com	50% Net	\$146
	Kindergarten Is Cool At Vista Del Mar	1/1 - 6/30	Amy Abbott (E)	30% Net	\$180
	Kindergarten Is Cool At Vista Del Mar	1/1 - 6/30	Amy Abbott (E)	60% Net	\$180
	Kindergarten Is Cool At Vista Del Mar	1/1 - 6/30	Barbara Stamen (E)	60% Net	\$180
	Kindergarten Kickoff	1/1 - 6/30	Avonnette Bruce (E)	60% Net	\$125
	Kindergarten Kick-Off	1/1 - 6/30	Avonnette Bruce (I)	60% Net	\$180
	Landscapes: Whimsical To Abstract Art	1/1 - 6/30	Jan Wood-Harris (E)	\$29/hr+	\$98
	Learning Olympics	1/1 - 6/30	Natalie Schild (E)	60% Net	\$155
	Learning To Dig	1/1 - 6/30	Renee Garcia (E)	50% Net	\$110
	Lego Flix	1/1 - 6/30	Incrediflix (I)	PP	\$155
	Lets Create!	1/1 - 6/30	Lorien Eck (E)	60% Net	\$95
	Let's Do Robotics	1/1 - 6/30	Computer Explorers (I)	PP	\$98
	Let's Spell It Right!	1/1 - 6/30	Christy Nelson (E)	50% Net	\$63
	Lets Type	1/1 - 6/30	Amy Clarke (E)	60% Net	\$125
	Lil' Chef School	1/1 - 6/30	Lil' Chef School (I)	60% Net	\$120
	Lil' Chef School	1/1 - 6/30	Lil' Chef School (I)	60% Net	\$90
	Lil' Chef School	1/1 - 6/30	Lil' Chef School (I)	50% Net	\$180
	Lil' Chef School	1/1 - 6/30	Lil' Chef School (I)	60% Net	\$180
	Living History	1/1 - 6/30	John Uhlman (E)	\$29/hr+	\$99
	Mad Science Inventor's Workshop: Eureka!	1/1 - 6/30	Mad Science (I)	60% Net	\$120
	Magic of Musical Theater	1/1 - 6/30	Melissa Kopenhefer (E)	60% Net	\$180
	Magic Of Musical Theater	1/1 - 6/30	Melissa Kopenhefer (E)	60% Net	\$120
	Magic Of Musical Theater	1/1 - 6/30	Melissa Kopenhefer (E)	60% Net	\$90
	MainStage Kids	1/1 - 6/30	Jonelle Allen (E)	\$25/hr	\$395
	MainStage Kids	1/1 - 6/30	TBA	\$25/hr	\$395
	MainStage Kids	1/1 - 6/30	April Sayegh (E)	\$25/hr	\$395
	Make Your Own Wardrobe Essentials Series: Leggings, Maxi Skirt, Hoddie	1/1 - 6/30	Misty Orzechowski (E)	50%Net	Varies
	Making An Iphone App	1/1 - 6/30	Funutation Tekademy LLC (I)	50% Net	\$192
	Making An Iphone App	1/1 - 6/30	Funutation Tekademy LLC (I)	60% Net	\$192
	Making Games for Samsung Android Devices	1/1 - 6/30	Funutation Tekademy LLC (I)	50% Net	\$192
	Making Games for Samsung Android Devices	1/1 - 6/30	Funutation Tekademy LLC (I)	60% Net	\$192
	Mako Milers	1/1 - 6/30	Barbara Stamen (E)	30% Net	\$120
	Mako Milers	1/1 - 6/30	Barbara Stamen (E)	30% Net	\$90
	Mako Milers Running Club	1/1 - 6/30	Amy Abbott (E)	30% Net	\$120
	Mako Milers Running Club	1/1 - 6/30	Amy Abbott (E)	60% Net	\$90
	Mandarin Immersion After-School Program	1/1 - 6/30	A Little Dynasty (I)	60% Net	\$672
	Mandarin Immersion After-School Program	1/1 - 6/30	A Little Dynasty (I)	60% Net	\$120
	Mandarin Immersion After-School Program	1/1 - 6/30	A Little Dynasty (I)	60% Net	\$90
	Mandarin Immersion After-School Program	1/1 - 6/30	A Little Dynasty Chinese (I)	60% Net	\$504
	Mandarin Immersion Summer Camp	1/1 - 6/30	Charlie Loh (E)	60% Net	\$150
	Mandarin Immersion Summer Camp	1/1 - 6/30	Nicole Loh (E)	60% Net	\$180
	Manners Made Fun	1/1 - 6/30	Laura Little (E)	50% Net	\$100
	Masters Of The Field	1/1 - 6/30	Academic Chess (I)	60% Net	\$112
	Masters Of The Field	1/1 - 6/30	Academic Chess (I)	60% Net	\$90
	Masters Of The Field - Health Is Fun!	1/1 - 6/30	Academic Chess (I)	60% Net	\$112
	Math	1/1 - 6/30	Justine Lawson (E)	50% Net	\$89

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PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	Math	1/1 - 6/30	Larry Perez (E)	50% Net	\$89
	Math	1/1 - 6/30	Young Choi (E)	\$29/hr+	\$99
	Math 6/7	1/1 - 6/30	Michael Hale (E)	60% Net	\$180
	Math Tutoring By Experienced Math Teachers	1/1 - 6/30	wikiTHINK (I)	Varies	\$269
	Mathobotix	1/1 - 6/30	Mathobotix (I)	70% Gross	\$259
	Mathobotix STEM Robotics Summer Camp	1/1 - 6/30	Mathobotix (I)	70% Gross	\$259
	Memory Power And Study Skills	1/1 - 6/30	Christy Nelson (E)	50% Net	\$120
	Memory Power And Study Skills	1/1 - 6/30	Christy Nelson (E)	50% Net	\$90
	Middle School Boot Camp	1/1 - 6/30	Stephanie Avera (E)	60%Net	\$100
	Middle School Boot Camp	1/1 - 6/30	Stephanie Avera (E)	60% Net	\$180
	Middle School Math Prep	1/1 - 6/30	Michael Haley (E)	60% Net	\$160
	Mindstorm Robotics	1/1 - 6/30	Bricks 4 Kidz (I)	60% Net	\$185
	Minecraft Flix	1/1 - 6/30	Incrediflix (I)	PP	\$175
	Mini-Kindergarten	1/1 - 6/30	Lori Walker (E)	60% Net	\$325
	Mining And Crafting 1 With Lego® Bricks	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$150
	Mining And Crafting 1 With Lego® Bricks	1/1 - 6/30	Pristine Possibilities (I)	60% Net	\$150
	Mining And Crafting 2 With Lego® Bricks	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$150
	Mining And Crafting 2 With Lego® Bricks	1/1 - 6/30	Pristine Possibilities (I)	60% Net	\$150
	Mining And Crafting Camp	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$120
	Mining And Crafting Camp	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$90
	Mining And Crafting Camp	1/1 - 6/30	Pristine Possibilities (I)	60% Net	\$120
	Mining And Crafting Camp	1/1 - 6/30	Pristine Possibilities (I)	60% Net	\$90
	Modeling And Style	1/1 - 6/30	Be The Star In You (I)	50% Net	\$120
	Modeling And Style	1/1 - 6/30	Tara Meyer (E)	\$29/hr+	\$120
	Mommy/Daddy And Me Preschool!	1/1 - 6/30	Wendy Marcot (E)	60% Net	\$250
	Mommy/Daddy And Me Preschool!	1/1 - 6/30	Patti Peviani (E)	60% Net	\$250
	Mommy/Daddy And Me Preschool!	1/1 - 6/30	Kris McCartney (E)	60% Net	\$250
	Mommy/Daddy And Me Preschool!	1/1 - 6/30	Carrie Arman (E)	60% Net	\$250
	Monologue & Scene Study For The Young Actor	1/1 - 6/30	Brett King(E)	60% Net	\$140
	Multi-Sport Camp	1/1 - 6/30	Nick Schofield (E)	60% Net	\$120
	Multi-Sport Camp	1/1 - 6/30	Nick Schofield (E)	60%Net	\$195
	Musical Theater	1/1 - 6/30	Heather Carlsen (E)	30% Net	\$180
	Musical Theater	1/1 - 6/30	Heather Carlsen (E)	60% Net	\$180
	Musical Theater	1/1 - 6/30	Tanya Bonetti (E)	30% Net	\$180
	Musical Theater	1/1 - 6/30	Tanya Bonetti (E)	60% Net	\$180
	My Fun House	1/1 - 6/30	Linda Montgomery (E)	60% Net	\$120
	Mythical Creature Drawing Art Camp	1/1 - 6/30	OC Art Studios (I)	60% Net	\$133
	Natural A's	1/1 - 6/30	Curtis Adney (E)	50% Net	\$49
	Natural A's: Parent/Adult Registration	1/1 - 6/30	Curtis Adney (E)	50% Net	\$49
	Needle Art Series	1/1 - 6/30	Naomi Sutton (E)	50% Net	Varies
	Ninjago Games Galore	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$120
	Ninjago Games Galore	1/1 - 6/30	Future Builders With Bricks (I)	60% Net	\$90
	OC Art Studios: Animal Drawing 101	1/1 - 6/30	OC Art Studios (I)	60% Net	\$120
	OC Art Studios: Animal Drawing 101	1/1 - 6/30	OC Art Studios (I)	60% Net	\$90
	OC Art Studios: Cool Comics And Cartoons	1/1 - 6/30	OC Art Studios (I)	60% Net	\$120
	OC Art Studios: Cool Comics And Cartoons	1/1 - 6/30	OC Art Studios (I)	60% Net	\$90
	OC Art Studios: Fantastic Fantasy Art	1/1 - 6/30	OC Art Studios (I)	60% Net	\$120
	OC Art Studios: Fantastic Fantasy Art	1/1 - 6/30	OC Art Studios (I)	60% Net	\$90
	Ocean Animals	1/1 - 6/30	Jan Wood-Harris (E)	\$29/hr+	\$98
	One On One Basketball	1/1 - 6/30	One On One Basketball Staff (I)	50% Net	\$165
	One On One Basketball: Basketball Pre-Season Tune-Up	1/1 - 6/30	One On One Basketball Staff (I)	60% Net	\$120
	One On One Basketball: Fit 4 Fun	1/1 - 6/30	One On One Basketball Staff (I)	60% Net	\$120
	One On One Summer Basketball Camp	1/1 - 6/30	One On One Basketball Staff (I)	60% Net	\$165
	Parent And Me Family Holida Sewing/Crafting Series	1/1 - 6/30	TBA	50% Net	Varies
	Parent And Me Sample Shopping In LA Fashion District	1/1 - 6/30	TBA	50% Net	Varies
	Parent And Me: Adventure Through China	1/1 - 6/30	Pandarin Academy (I)	50% Net	\$130
	Pen And Ink Art Magic	1/1 - 6/30	Nancy Larragoiti (E)	\$29/hr+	\$98
	Performing Arts Club	1/1 - 6/30	Confidence In The Spotlight (I)	60% Net	\$120
	Performing Arts Club	1/1 - 6/30	Confidence In The Spotlight (I)	60% Net	\$90
	Playtime In Spanish	1/1 - 6/30	April Sonenberg (E)	60% Net	\$120
	Playtime In Spanish	1/1 - 6/30	April Sonenberg (E)	60% Net	\$90
	Plush Toy Design	1/1 - 6/30	Shane Geil (E)	50% Net	Varies
	Pre-Algebra	1/1 - 6/30	Daryl Johannsen (E)	\$29/hr+	\$99
	Pre-Geometry	1/1 - 6/30	Daryl Johannsen (E)	\$29/hr+	\$120
	Pre-Geometry	1/1 - 6/30	Daryl Johannsen (E)	\$29/hr+	\$90
	Printing	1/1 - 6/30	Dawn Salman (E)	60% Net	Varies
	Private Swim Lessons	1/1 - 6/30	Pete Cosmakos, LLC (I)	60% Net	\$180
	Public Speaking Basics	1/1 - 6/30	Ron Grishaber (E)	60% Net	\$130
	Public Speaking For Kids	1/1 - 6/30	Be The Star In You (I)	60% Net	\$120
	Reading Fun With Jr Great Books and More	1/1 - 6/30	Lori Walker (E)	60% Net	\$110
	Rock N Roll Robotics - Legos®	1/1 - 6/30	Computer Explorers (I)	PP	\$98
	SC Authors Workshop	1/1 - 6/30	Kim Hanley (E)	30% Net	\$150

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PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
SC Authors Workshop		1/1 - 6/30	Nicole Davis (E)	30% Net	\$150
SC Authors Workshop		1/1 - 6/30	Nicole Davis (E)	30% Net	\$200
SC Authors Workshop		1/1 - 6/30	Kim Hanley (E)	30% Net	\$200
SC Authors Workshop: Linking Middle School to High School Writing		1/1 - 6/30	Kim Hanley (E)	30% Net	\$150
SC Authors Workshop: Linking Middle School to High School Writing		1/1 - 6/30	Nicole Davis (E)	30% Net	\$150
SC Authors Workshop: Linking Middle School to High School Writing		1/1 - 6/30	Nicole Davis (E)	30% Net	\$200
SC Authors Workshop: Linking Middle School to High School Writing		1/1 - 6/30	Kim Hanley (E)	30% Net	\$200
School Is Cool		1/1 - 6/30	Amy Abbott (I)	30% Net	\$120
School Is Cool		1/1 - 6/30	Barb Staman (I)	30% Net	\$120
Science Classes		1/1 - 6/30	Mad Science (I)	60% Net	\$120
Science Classes		1/1 - 6/30	Mad Science (I)	PP	\$165
Science Classes		1/1 - 6/30	Mad Science (I)	60% Net	\$90
Second Grade Common Core Camp		1/1 - 6/30	Christy Grudynski (E)	60% Net	\$180
Second Grade Common Core Camp		1/1 - 6/30	Kim Downing (E)	60% Net	\$180
Self-Publishing Online Digital Photo Books For Youth		1/1 - 6/30	Randeleigh Harris (E)	50% Net	\$92
Semi-Private Swim Lessons		1/1 - 6/30	Pete Cosmakos, LLC (I)	60% Net	\$105
Sewing Classes		1/1 - 6/30	Laurie Murphy Klein (E)	50% Net	\$100
So You Want To Be A Teacher?		1/1 - 6/30	Lori Walker (E)	60% Net	\$125
Soccer Skills Clinics		1/1 - 6/30	BJ McNicol (E)	50% Net	\$126
Spanish For Children: Levels 1 and 2		1/1 - 6/30	Conversa (I)	60% Net	\$120
Spanish For Children: Levels 1 and 2		1/1 - 6/30	Conversa (I)	60% Net	\$90
Spanish For Children: Levels 1 And 2		1/1 - 6/30	Conversa (I)	50% Net	\$120
Spanish For Preschoolers		1/1 - 6/30	Conversa (I)	50% Net	\$120
Spanish For Preschoolers		1/1 - 6/30	Conversa (I)	50% Net	\$90
Spotlight Series		1/1 - 6/30	Confidence In The Spotlight (I)	60% Gross	\$275
Storytelling: The Pathway To Public Speaking Success		1/1 - 6/30	Debra Weller (E)	30% Net	\$120
Storytelling: The Pathway To Public Speaking Success		1/1 - 6/30	Debra Weller (E)	30% Net	\$90
Storytelling: The Pathway To Public Speaking Success		1/1 - 6/30	Laurie Burgess (E)	30% Net	\$120
Storytelling: The Pathway To Public Speaking Success		1/1 - 6/30	Laurie Burgess (E)	30% Net	\$90
Study Insects In Spanish		1/1 - 6/30	Veronica Noguez (E)	60% Net	\$180
Study Strategies For Teens		1/1 - 6/30	Jason Turney (E)	\$29/hr+	\$56
Styling Workshop		1/1 - 6/30	Lisa Elston (E)	50% Net	Varies
Successful Study Strategies For Kids		1/1 - 6/30	Jason Turney (E)	\$29/hr+	\$56
Summer Art Experience In Spanish		1/1 - 6/30	Nicole Thompson (E)	60% Net	\$180
Summer Experience		1/1 - 6/30	Renee Zapas (E)	Per Day	\$165
Summer Experience		1/1 - 6/30	Thomas Fish (E)	Per Day	\$150
Super Chefs		1/1 - 6/30	Super Readers (I)	60% Net	\$130
Superhero Filmmaking Flix		1/1 - 6/30	Incrediflix (I)	PP	\$185
Tee It Up With TGA		1/1 - 6/30	TGA Staff (I)	60% Net	\$120
Tee It Up With TGA		1/1 - 6/30	TGA Staff (I)	60% Net	\$90
Tennis		1/1 - 6/30	Orange County Com. Tennis Assoc	60% Net	\$120
Tennis		1/1 - 6/30	Orange County Com. Tennis Assoc	60% Net	\$90
Tennis Skills Clinics		1/1 - 6/30	Nick Trani (E)	50% Net	\$149
Textile Series		1/1 - 6/30	Naomi Sutton (E)	50% Net	Varies
The Power Of Exploring Art		1/1 - 6/30	Nancy Larragoiti (E)	\$29/hr+	\$46
The Wonderful World Of Writing		1/1 - 6/30	Cindy Billy (E)	30% Net	\$235
The Wonderful World Of Writing		1/1 - 6/30	Danielle Ridill (E)	30% Net	\$235
Theatre Fun With Improvisation		1/1 - 6/30	Tara Meyer (E)	\$29/hr+	\$120
Third Grade Common Core Camp		1/1 - 6/30	Christy Grudynski (E)	60% Net	\$180
Toddler Time		1/1 - 6/30	Dawn Trumbo (E)	30% Net	\$120
Toddler Time		1/1 - 6/30	Dawn Trumbo (E)	30% Net	\$90
Toddler Time		1/1 - 6/30	Kristi Martin (E)	30% Net	\$120
Toddler Time		1/1 - 6/30	Kristi Martin (E)	30% Net	\$90
Toddler Time		1/1 - 6/30	Toddler Time (I)	60% Net	\$90
Toddler Time (1st Semester- Fall)		1/1 - 6/30	Dawn Trumbo (E)	30% Net	\$240
Toddler Time (1st Semester- Fall)		1/1 - 6/30	Kristi Martin (E)	30% Net	\$240
Toddler Time (2nd Semester-Spring)		1/1 - 6/30	Dawn Trumbo (E)	30% Net	\$240
Toddler Time (2nd Semester-Spring)		1/1 - 6/30	Kristi Martin (E)	30% Net	\$240
UCI Writing Project		1/1 - 6/30	UCI Summer Youth Programs (I)	85% Gross	\$690
Up -Cycle Series		1/1 - 6/30	Shannon Lindsey (E)	50% Net	Varies
Visual/Display Workshop		1/1 - 6/30	Diane McGroarty (E)	50% Net	Varies
Volleyball		1/1 - 6/30	Derek Saenz (I)	50% Net	\$126
Volleyball		1/1 - 6/30	Heather Carlsen (E)	60% Net	\$180
Volleyball		1/1 - 6/30	Heather Carlsen (E)	30% Net	\$120
Volleyball		1/1 - 6/30	Heather Carlsen (E)	30% Net	\$90
Volleyball		1/1 - 6/30	Juan Hernandez (I)	50% Net	\$126
Volleyball		1/1 - 6/30	Tanya Bonetti (E)	60% Net	\$180
Volleyball		1/1 - 6/30	Tanya Bonetti (E)	30% Net	\$120
Volleyball		1/1 - 6/30	Tanya Bonetti (E)	30% Net	\$90
Volleyball		1/1 - 6/30	TBA	50% Net	Varies

(E) Employee

(I) Independent Contractor

South Orange County Community College District
SADDLEBACK COLLEGE

EXHIBIT A
12 of 12

COMMUNITY EDUCATION NON-CREDIT PROGRAM-Spring 2016

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	Volleyball Skills Clinics	1/1 - 6/30	Carmen Stratton (E)	50% Net	\$126
	Wagon Wheel Kindergarten Corral	1/1 - 6/30	Rita Beninga (E)	60% Net	\$115
	Water Polo Skills Clinics	1/1 - 6/30	Pete Cosmakos, LLC (I)	50% Net	\$126
	Young Artists And Authors Studio	1/1 - 6/30	Carrie Gray (E)	60% Net	\$180
	Young Artist's Workshop	1/1 - 6/30	Nancy Larragoiti (E)	\$29/hr+	\$98
	Young Illustrators	1/1 - 6/30	Jan Wood-Harris (E)	\$29/hr+	\$98
	Young Rembrandts	1/1 - 6/30	Young Rembrandts (I)	60% Net	\$180
	Young Rembrandts Cartooning	1/1 - 6/30	Young Rembrandts (I)	60% Net	\$120
	Young Rembrandts Cartooning	1/1 - 6/30	Young Rembrandts (I)	60% Net	\$90
	Young Rembrandts Draw Amazing Things	1/1 - 6/30	Young Rembrandts (I)	60% Net	\$120
	Young Rembrandts Draw Amazing Things	1/1 - 6/30	Young Rembrandts (I)	60% Net	\$90
	Youth Aquatics	1/1 - 6/30	Pete Cosmakos, LLC (I)	50% Net+	\$75
	Zentangle	1/1 - 6/30	The Artbar (I)	60% Net	\$96
	Zentangle 1: Drawing Patterns With Art Elements	1/1 - 6/30	Nicole Steiman (E)	60% Net	\$96
	Zentangle 1: Drawing Patterns With Art Elements	1/1 - 6/30	The Artbar (I)	60% Net	\$96
	Zentangle 2: Inspired Art (ZIA) Projects	1/1 - 6/30	Nicole Steiman (E)	60% Net	\$96
	Zentangle 2: Inspired Art (ZIA) Projects	1/1 - 6/30	The Artbar (I)	60% Net	\$96
	Zipper Workshop Series	1/1 - 6/30	JD Nowland (E)	50% Net	Varies

(E) Employee
(I) Independent Contractor

<i>South Orange County Community College District</i>				
<i>IRVINE VALLEY COLLEGE</i>				
<i>COMMUNITY EDUCATION NOT-FOR-CREDIT PROGRAM - Spring 2016</i>				
<i>COURSE TITLE</i>	<i>DATES</i>	<i>INSTRUCTOR</i>	<i>HONORARIA</i>	<i>FEE</i>
Aquatic Fitness	1/4/16-5/31/16	Barbara Stockler	70% gross	\$20
Art Courses	1/4/16-5/31/16	Annette Hernandez	70% gross	\$45
Art Courses	1/4/16-5/31/16	Donna Hanna-Chase	70% gross	\$30
Art Courses	1/4/16-5/31/16	Pam Schader	70% gross	\$38
Art Courses	1/4/16-5/31/16	Sheri Cohen	70% gross	\$45
Art Courses	1/4/16-5/31/16	Teresa Fernald	70% gross	\$60
Band Rehearsal/Performance	1/4/16-5/31/16	Ed Peterson	70% gross	\$30
Band Rehearsal/Performance	1/4/16-5/31/16	Peter Fournier	70% gross	\$30
Navigating the Global Economy	1/4/16-5/31/16	Mark Matsumoto	50% gross	\$60
Navigating the Global Economy	1/4/16-5/31/16	Myung Han	50% gross	\$60
Navigating the Global Economy	1/4/16-5/31/16	Jim Mayfield	50% gross	\$60
Business Management	1/4/16-5/31/16	Gene Konstant	50% gross	\$29-\$159
Business Management	1/4/16-5/31/16	Russell Levy	50% gross	\$600
Business Soft Skills	1/4/16-5/31/16	George Carson	50% gross	\$200
Choral Music	1/4/16-5/31/16	Cecilia Kim	70% gross	\$20
Code Enforcement	1/4/16-5/31/16	Matthew Silver	50% gross	\$325
Code Enforcement	1/4/16-5/31/16	Pedro (Pete) Roque	50% gross	\$325
Code Enforcement	1/4/16-5/31/16	Kenneth Eckman	50% gross	\$325
College Funding	1/4/16-5/31/16	Charles Rowan	50% gross	\$25
Computer Classes	1/4/16-5/31/16	Louise Records	70% gross	\$30-\$99
Computer Classes	1/4/16-5/31/16	Vazi Okhandiar	60% gross	\$45-\$329
Cookous Organic Culinary Workshop	1/4/16-5/31/16	Alem Blansett	50% gross	\$120
Country Line Dancing	1/4/16-5/31/16	Ida Stuart	70% gross	\$20
Creative Writing	1/4/16-5/31/16	Jeffrey Briar	70% gross	\$45
Creative Writing	1/4/16-5/31/16	Kathryn Kramer	50% gross	\$30
Dance Courses	1/4/16-5/31/16	Dorothy Bregozzo	70% gross	\$30
Dance Courses	1/4/16-5/31/16	Marge Forehan	70% gross	\$30
E-Bay Courses	1/4/16-5/31/16	Carolyn Jacinto	50% gross	\$95-\$225
Film Genres	1/4/16-5/31/16	Kathryn Kramer	70% gross	\$20-\$30
Film Studies	1/4/16-5/31/16	Dov Simens	50% gross	\$395
Fitness Courses	1/4/16-5/31/16	Becki Rigali	70% gross	\$15-\$25
Fitness Courses	1/4/16-5/31/16	Beejay Janiga	70% gross	\$25
Fitness Courses	1/4/16-5/31/16	Carrie Henderson	70% gross	\$25-\$29
Fitness Courses	1/4/16-5/31/16	EJ Baldonado	70% gross	\$15-\$40
Fitness Courses	1/4/16-5/31/16	Eugenia Lane	70% gross	\$15-\$25
Fitness Courses	1/4/16-5/31/16	Jeffrey Briar	70% gross	\$20

*per person, **per session

<i>COURSE TITLE</i>	<i>DATES</i>	<i>INSTRUCTOR</i>	<i>HONORARIA</i>	<i>FEE</i>
Fitness Courses	1/4/16-5/31/16	Joanna Schoon	70% gross	\$30
Fitness Courses	1/4/16-5/31/16	Judith Shields	70% gross	\$30
Fitness Courses	1/4/16-5/31/16	Kathryn Burns	70% gross	\$25
Fitness Courses	1/4/16-5/31/16	Lesley Lowe	70% gross	\$20
Fitness Courses	1/4/16-5/31/16	Lisa Messenger	70% gross	\$15-\$25
Fitness Courses	1/4/16-5/31/16	Mikki Michele	70% gross	\$36-\$60
Fitness Courses	1/4/16-5/31/16	Nargues Jackie Ovadia	70% gross	\$20
Fitness Courses	1/4/16-5/31/16	Renee Fiore-Burton	70% gross	\$25-\$29
Fitness Courses	1/4/16-5/31/16	Sebastian Caramagno	70% gross	\$25
Free Publicity in Newspapers	1/4/16-5/31/16	Robert Gluckson	50% gross	\$40
Internet/Web Certificate Courses	1/4/16-5/31/16	Bill Cunningham	50% gross	\$225
Internet/Web Certificate Courses	1/4/16-5/31/16	Fabian Toth	50% gross	\$225
Internet/Web Certificate Courses	1/4/16-5/31/16	Rich Talmo	IVC receives \$29-300*pp	\$49-\$4,500
Introduction to Stock Options	1/4/16-5/31/16	Sanjeev(Sam) Bhai	50% gross	\$250
Life College	1/4/16-5/31/16	Joyce Arntson	50% gross	\$400-\$600
Music Courses	1/4/16-5/31/16	Louise Jacobs	70% gross	\$20-\$25
Music Courses	1/4/16-5/31/16	Ron Gorman	50% gross	\$89
Music Courses	1/4/16-5/31/16	William Nicholls	70% gross	\$35
Personal Enrichment Courses	1/4/16-5/31/16	John Pak	50% gross	\$20-\$49
Personal Enrichment Courses	1/4/16-5/31/16	LeeAnne Krusemark	50% gross	\$29-\$99
Personal Enrichment Courses	1/4/16-5/31/16	Leslee Newman	50% gross	\$45
Personal Enrichment Courses	1/4/16-5/31/16	Richard Katz	50% gross	\$45
Personal Enrichment Courses	1/4/16-5/31/16	Wesley Rowlands	50% gross	\$400
Piano Courses	1/4/16-5/31/16	Carol Lippert	70% gross	\$30
Retirement Planning Courses	1/4/16-5/31/16	Andrew Gordon	IVC receives \$20 *pp, \$5 spouse	\$49-\$54
Retirement Planning Courses	1/4/16-5/31/16	Rod Kamps	50% gross	\$59
Rudy On Rounds	1/4/16-5/31/16	Richard Katz	50% gross	\$35
Savvy Social Security/Medicare Plan	1/4/16-5/31/16	Kirk O'Brien	50% gross	\$49
Screenwriting Courses	1/4/16-5/31/16	Mark Sevi	50% gross	\$75-\$150
Social Badminton Classes	1/4/16-5/31/16	Helen Tung	50% gross	\$45-\$75
Tennis Classes	1/4/16-5/31/16	Hyung Moon Ki	IVC receives \$1,500 per session	\$40-\$80
The Art of Empathic Listening	1/4/16-5/31/16	Mohsen Ahim	50% gross	\$35
Therapeutic Yoga/Correct Breathing	1/4/16-5/31/16	Mona Ness	50% gross	\$65
Tree of Life Health & Wellness Prog.	1/4/16-5/31/16	Jackie Ovadia	50% gross	\$90

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>
Oct. 20, 2015	Kara Zamiska PSYCH 2/Research Methods in Psychology	Andy Arnold	Loneliness Research	\$250
Nov. 5, 2015	Kara Zamiska PSYCH 2/Research Methods in Psychology	Sharon Shenhov	Culture & Relationships	\$150
Dec. 1, 2015	Kara Zamiska PSYCH 2/Research Methods in Psychology	Steven Pan	Memory Research	\$300
Dec. 3, 2015	Kara Zamiska PSYCH 2/Research Methods in Psychology	Arpi Hovasapian	Social Approach to Emotions	\$150
Nov. 10, 2015	Kara Zamiska PSYCH 2/Research Methods in Psychology	Barbara Bucklin	Industrial Organizational Psychology	\$300
Dec. 8, 2015	Kara Zamiska PSYCH 2/Research Methods in Psychology	Adam Dede	Amnesia	\$300
Nov. 4, 2015	Anthropology Speaker Series	Dr. Tom Boellstorff	Digital Cultures & Second Life	\$500
Nov. 20, 2015 9:30am	Lisa Elston Fashion 'a la Mode	Stephanie Girard	Accessory Design Workshop	\$200
Nov. 20, 2015 9:30am	Shannon Lindsay-Frugris Fashion 'a la Mode	Deanna Hodges	Fashion Entrepreneurship	\$200
Nov. 20, 2015 9:30am	Shane Geil Fashion 'a la Mode	Cindy Benedict	Toy Design	\$200
Nov. 20, 2015 9:30am	Marc Martinez Fashion 'a la Mode	Mary Lombard	Draping Workshop	\$200

Nov. 20, 2015 9:30am	Tracy West Fashion 'a la Mode	Janeen Perez	Fashion Illustration	\$200
Nov. 20, 2015 9:30am	Diane McGroarty Fashion 'a la Mode	Leslie Christen	Fashion Forecasting & Styling	\$200

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: Saddleback College: Study Abroad Program to Salamanca, Spain,
from February 12, 2016 to April 23, 2016

ACTION: Approval

BACKGROUND

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

STATUS

The Liberal Arts Division at Saddleback College proposes to offer the study abroad program: Spanish Language Studies in Salamanca, Spain during the spring 2016 semester from February 12, 2016 to April 23, 2016. The program will be organized and arranged by Travel and Education (T&E) for a fee of \$7140 per student, inclusive of airfare, at a cost of \$100.56 per day for 12 to 18 students, \$6850 per student at a cost of \$96.47 per day for 19 to 24 students. The details of the program are summarized in the Narrative in EXHIBIT A and the Study Abroad Program Information Summary in EXHIBIT B. The required Educational Tour/Field Study Contractor Agreement is provided in EXHIBIT C, which include evidence of liability insurance of not less than \$5,000,000. The proposal from T&E is included in EXHIBIT D. The current travel alerts and warnings list issued by the U.S. Department of State in EXHIBIT E does not include Spain. Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program: Spanish Language Studies in Salamanca, Spain in the spring of 2016 as summarized in EXHIBIT B, and authorizes the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with Travel and Education for coordinating all travel agreements in EXHIBIT C.

Item Submitted By: *Dr. Tod A. Burnett, President*
Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services

Study Abroad Narrative
Salamanca, Spain, Spring 2016

Saddleback College has offered the Salamanca, Spain Study Abroad Program for fifteen consecutive years. In spring 2016, a group of 17 or more students will study Spanish language, culture, and history from February 12 through April 23, 2016. Sixteen students participated in spring 2015. The faculty advisor will accompany the students on their arrival flight, as well as one week in Salamanca.

Students will enroll in a minimum of 12 units of Saddleback courses and will attend classes Monday through Friday. Professors at Colegio Miguel de Unamuno will teach the courses, adhering to Saddleback's course outlines. The average number of units taken per student in spring 2015 was 12 units. The Program includes more than 40 weekly hours of instruction in addition to Sunday excursions to cultural and historic sites.

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

ITEM:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

STUDY ABROAD PROGRAM INFORMATION SUMMARY

[illegible]

Other:							
3. COURSE(S) OFFERED AT PROGRAM SITE							
Course No.:	Course Title:	No. of Units					
SPAN 1	Elementary Spanish	5					
SPAN 2	Elementary Spanish	5					
SPAN 3	Intermediate Spanish	5					
SPAN 4	Intermediate Spanish	5					
SPAN 6	Intermediate Spanish Grammar & Composition	3					
SPAN 10	Intermediate Conversational Spanish	3					
SPAN 20A	Civilization of Spain Through 1898	3					
SPAN 20B	Civilization of Spain 1898 to Present	3					
4. STUDENTS							
Minimum number of students required to make program:		18					
Minimum number of units:		12					
Maximum number of units:		17					
If this is a repeat program site, what is the average number of units taken per student?		14					
Other							
5. COSTS							
Student:							
Contracted cost per student:		\$	7,140.00				
Average cost per day: (It costs approximately \$13,000 per year for a student to reside in South Orange County and attend SOCCCD.)		\$	100.56				
College:							
Additional costs to the District?		Yes:	No: <input checked="" type="checkbox"/>				
If Yes Explain:							
Cost of substitute pay if instruction is also receiving salary for courses at IVC and/or SC during the same period of time.		\$	N/A				
Other Costs		\$	0				
6. OTHER ACTIVITIES NOT PART OF THE COURSE(S) (ATTACHMENTS)							
Excursions, field trips, tours, and extra-curricular activities.							
7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8 a.m.							
9 a.m.	Language	Language	Language	Language	Language	Civilization	Excursions
10a.m.	Classes	Classes	Classes	Classes	Classes	Classes	
11a.m.							
12 Noon							
1 p.m.							
2 p.m.							
3 p.m.							
4 p.m.							
5 p.m.							
6 p.m.	Civilization,	Civilization	Civilization	Civilization	Civilization		
7 p.m.	Culture & Art	Culture & Art	Culture & Art	Culture & Art	Culture & Art		
8 p.m.	Classes	Classes	Classes	Classes	Classes		
9 p.m.							
10 p.m.							
Exceptions to weekly schedule:		Optional extra-curricular activities during non-instructional periods.					

8. ATTACHMENTS
9. REQUIRED SIGNATURES

_____	_____	_____	_____
Lead Faculty Member	Date	Department Chair	Date

_____	_____	_____	_____
Division/School Dean	Date	Vice President, Instruction	Date

_____	_____
College President	Date



Travel Contractor Agreement

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

EDUCATIONAL TOUR / FIELD STUDY TRAVEL CONTRACTOR AGREEMENT

GENERAL TERMS AND CONDITIONS

Spring 2016 Education Program in Salamanca, Spain

This Agreement is made this 16th day of November, 2015 between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California ("DISTRICT") and Travel and Education (T&E) located at 1055 Mill Creek Drive Feasterville-Treose, PA 19053 and is for the limited purpose of providing travel arrangements for the Educational Tour / Field Study Trip described on the Exhibits to this Agreement labeled "SPECIFIC DETAILS."

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

1. INSTRUCTIONAL SERVICES – District shall arrange for and provide all instructional services, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pre-trip student orientation, lectures (staff and guest), student supervision, instruction by Trip Instructor and evaluation for said Educational Tour / Field Study Trip.
2. TRAVEL SERVICES – TRAVEL CONTRACTOR shall arrange for and provide all transportation and lodging for the Educational Tour / Field Study Trip, the details of which TRAVEL CONTRACTOR shall specify on the Exhibit to this Agreement labeled "SPECIFIC DETAILS." Said Exhibit shall be prepared by TRAVEL CONTRACTOR and submitted to DISTRICT for written approval and acceptance by DISTRICT as part of this Agreement. In the event of a conflict between the terms and conditions of any of the SPECIFIC DETAILS set forth in such Exhibit and the terms and conditions set forth in this Agreement, the General Terms and Conditions set forth in this Agreement shall prevail.
3. PROMOTIONAL MATERIAL – TRAVEL CONTRACTOR may prepare and provide at its own expense additional promotional material, which material must have the written approval of the DISTRICT administrator responsible for the activity before publication and distribution to the participants of the Educational Tour / Field Study Trip. Such material shall prominently display the statement: "Instructional Activities provided by Saddleback College or Irvine Valley College." All travel arrangements are the responsibility of TRAVEL CONTRACTOR."
4. PAYMENT BY TRIP PARTICIPANTS – All payments by Educational Tour / Field Study Trip participants for travel services shall be made directly to TRAVEL CONTRACTOR.



Travel Contractor Agreement

All checks drawn by Educational Tour / Field Study Trip participants shall be made to the order of TRAVEL CONTRACTOR'S firm name or to such other name as TRAVEL CONTRACTOR may direct in writing.

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

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

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

5. RESTRICTION ON TRIP PARTICIPATION – All Educational Tour / Field Study Trip participants shall be registered in the course related to the Educational Tour Field Study. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE TOUR PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN AN EDUCATIONAL TOUR / FIELD STUDY TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION." Prior to the departure of any Educational Tour / Field Study Trip, TRAVEL CONTRACTOR shall provide the



Travel Contractor Agreement

DISTRICT at the address set forth below with a roster of all Educational Tour / Field Study Trip participants, showing name, address, emergency contact and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Educational Tour / Field Study Trip.

6. EDUCATIONAL TOUR / FIELD STUDY CORRESPONDENCE - TRAVEL CONTRACTOR shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.

7. INDEMNIFICATION – TRAVEL CONTRACTOR shall protect, hold harmless, indemnify, and defend DISTRICT (including its trustees, officers and employees) from any and all liability as defined in this Paragraph. For purposes of this Agreement, liability means any and all claims, demands, losses, causes of action, suits, or judgments of any and every kind (including reasonable attorney's fees) that any person (including but not limited to Educational Tour / Field Study Trip participants or TRAVEL CONTRACTOR'S employees), or such person's heirs, executors, administrators or assigns may have against the DISTRICT, arising out of or in connection with TRAVEL CONTRACTOR'S activities under this Agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim including but not limited to claims based on TRAVEL CONTRACTOR'S failure or refusal to perform in accordance with this Agreement, that results from any cause other than the sole negligence of the DISTRICT.

8. LIQUIDATED DAMAGES. – TRAVEL CONTRACTOR acknowledges that the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Educational Tour / Field Study Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Educational Tour / Field Study Trip set forth in SPECIFIC DETAILS or in promotional brochures provided by TRAVEL CONTRACTOR to Educational Tour / Field Study Trip participants, such breach may cause hardship to the Educational Tour / Field Study Trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Educational Tour / Field Study Trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained by Educational Tour / Field Study Trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount as liquidated damages and not as a penalty, provided, however, that the rights set forth in this Paragraph shall not preclude each Educational Tour / Field Study Trip participant from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this Paragraph.

9. TRAVEL AGENTS – All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic



Travel Contractor Agreement

Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association.

10. TRIP CANCELLATION INSURANCE – TRAVEL CONTRACTOR shall make available to each Educational Tour / Field Study Trip participant trip cancellation insurance that will insure trip participants of trip transportation in spite of accident or illness of any participant that prevents that participant from either commencing the trip or requires the participant's early return from the trip.

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

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

12. TRAVEL CONTRACTOR INFORMATION AND IDENTIFICATION – TRAVEL CONTRACTOR shall at all times maintain on file with the DISTRICT an accurate information sheet listing name, address, telephone, facsimile, e-mail, person(s) responsible for assisting the Educational Tour / Field Study Trip.

13. TERM – This Agreement shall be effective on the date first noted above when signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated. TRAVEL CONTRACTOR may, upon written notice to DISTRICT, cancel any particular Educational Tour / Field Study Trip no later than 45 days prior to the departure of the Educational Tour / Field Study Trip (or fewer days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth SPECIFIC DETAILS) if the minimum number of participants specified in SPECIFIC DETAILS fails to sign up for Educational Tour / Field Study Trip. DISTRICT may, upon written notice to TRAVEL CONTRACTOR, cancel any particular Educational Tour / Field Study Trip or may terminate



Travel Contractor Agreement

this Agreement in its entirety at any time if TRAVEL CONTRACTOR fails to satisfy any of the terms and conditions of this Agreement or DISTRICT may terminate this Agreement in its entirety in District's sole discretion upon 45 days prior to departure written notice to TRAVEL CONTRACTOR stating that DISTRICT so terminates (or fewer days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth in SPECIFIC DETAILS). The termination or expiration of this Agreement shall not relieve any party from any liability arising from breach of this Agreement.

14. NO ASSIGNMENT/TIME OF ESSENCE / HEIRS AND ASSIGNS – This Agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.

15. NO MODIFICATION OF AGREEMENT – This Agreement constitutes the full and complete understanding of the parties on the subject hereof, and supersedes all prior understandings or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No prior or contemporaneous agreements, representations or understandings between TRAVEL CONTRACTOR and any Trip Instructor for any Educational Tour / Field Study Trip that are not set forth herein shall be binding upon DISTRICT. No waiver, modification or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.

16. NOTICE – Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time of personal delivery to the signatory of the appropriate party named below, or upon mailing by certified or registered mail three (3) days after the date of such mailing.

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

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



Travel Contractor Agreement

TRAVEL CONTRACTOR

Travel and Education (T&E)

Date: _____

By: _____
Alfredo Miguel de Pablo

Title: _____
President

Address: _____
1055 Mill Creek Drive
Feasterville-Treose, PA 19053

Phone: _____
(215) 396-0235

DISTRICT

South Orange County Community
College District

Date: _____

By: _____
Dr. Debra L. Fitzsimons

Title: _____
Vice Chancellor, Business Services

Address: _____
28000 Marguerite Parkway
Mission Viejo, CA 92692

Phone: _____
(949) 582-4664



**TRAVEL & EDUCATION
PROPOSAL 10 WEEK PROGRAM – SPRING 2016
SADDLEBACK COLLEGE – SOCCCD**

Effective Date: November 16, 2015

Salamanca

Dates:

Departure from US:	Friday, February 12 th , 2016
Arrive in Madrid:	Saturday, February 13 th , 2016
Transfer to Salamanca:	Sunday, February 14 th , 2016
Program start date:	Monday, February 15 th , 2016
Program end date:	Friday, April 22 th , 2016
Transfer to Madrid and return to US:	Saturday, April 23 th , 2016

PROGRAM COMPONENTS INCLUDED IN THE STUDENT FEE:

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

SOCCCD SPRING – 10 WEEKS

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

FACULTY BENEFITS INCLUDED IN THE STUDENT FEE:

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

- Roundtrip flights between Los Angeles and Madrid on the scheduled group flight. **Please provide return flight date for proper scheduling.**
- T&E will provide the SOCCCD faculty member with housing in a single room in the hotel in Madrid (arrival night and one (1) night prior to departure, if the flight schedule it advises, if not, no) and 7 nights in hotel in Salamanca.
- Mobile phone will be provided with courtesy credit of 50 €
- Full participation on all activities scheduled on the itinerary, on the same basis as the students, including transfers, entrances, sightseeing tours, etc.

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

PROGRAM FEES

- **\$7140** US Dollars per participant for an enrollment of **12 to 18** paying student participants with ONE (1) faculty administrative visit.
- **\$6850** US Dollars per participant for an enrollment of **19 to 24** paying student participants with ONE (1) faculty administrative visit.

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

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

AIRFARE CONDITIONS

- There must be a minimum of 10 applicants with airfare deposits by Tuesday, November 17th, 2015 in order for the group flight to be offered. Should the group fall below the minimum it will become the responsibility of each student to purchase their own airline ticket following T&E guidelines to ensure proper planning with arrival and departure logistical concerns in Spain.
- T&E will reserve spaces according to information on the student application form. Students must provide the names as they appear on their US passports. Once airline tickets have been issued to students they can only be changed directly with the issuing agent once the student is abroad – agent and airline-imposed penalties apply.
- T&E cannot arrange airline tickets for students applying after **Tuesday, November 17th, 2015**. T&E is financially committed to any confirmed airline seats from this date and therefore an airfare review will take place prior to this date. T&E requests that SOCCCD provide an indication of how many students intend to participate on the program. However, should SOCCCD subsequently decide to offer the program but arrange their own student airfare then T&E must be notified before **Tuesday, November 17th, 2015** and will be able to provide a “Land-Only” fee.

OPTIONAL COMPONENTS

- Single Supplement for homestay accommodation in Salamanca is \$350.

PROGRAM APPLICATION PROCEDURE AND BILLING

- SADDLEBACK COLLEGE – SOCCCD to collect the application forms and deposits for airfare deposit **\$1000** per student and to forward them to T&E by **Tuesday, November 17, 2015**. T&E would then bill the individual student for the balance of fees owing.
 - [2016 Online Student Application link for SADDLEBACK COLLEGE – SOCCCD Spain Program](#)
- Confirmation of final numbers and all final payments must be received by **Tuesday, November 17th, 2015**. Please note that these are not postmark dates, but the dates by which funds must arrive in the T&E Philadelphia office.
- T&E reserves the right to withdraw students who are not paid in full by the final payment deadline. Final payment due date: **Tuesday, November 17th, 2015**
- Students applying after the application deadline date of **Tuesday, November 17th, 2015** can only be accepted on a space-available basis and may be offered “Land-Only” pricing depending on availability and cost of flights.

SOCCCD SPRING – 10 WEEKS

- T&E accepts payment in the form of personal check or money order and VISA, Mastercard or Discover

REFUND POLICY

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

WITHDRAWAL	He/she receives....
On or before Tuesday, November 17 th , 2015	a refund of all fees paid less \$1000 deposit and \$50 non-refundable application fee plus any non-refundable deposits paid by the student or by T&E on behalf of the student.
After November 17 th , 2015 but before November 27 th , 2015	a refund of all fees paid less \$1000 deposit and \$50 non-refundable application fee plus any non-refundable deposits paid by the student or by T&E on behalf of the student plus \$200 insurance fee.
After November 27 th , 2015	no refund

- Once the program has begun students withdrawing receive no refund unless T&E suspends the program.
- It is understood that SADDLEBACK COLLEGE – SOCCCD will not cancel the program if the necessary minimum number of participants have not been enrolled by **Tuesday, November 17th, 2015**.
- In the of the U.S. State Department issuing a travel warning which advises U.S. citizens not to travel to Spain, or if they are already in Spain, to leave it, T&E will:
 - If the If the program has not started, either makes suitable alternative arrangements or cancel the program and refund all fees paid.
 - If the program has started, suspend the program and fly the student's home. If students are returned home they will receive a prorated rebate of fees paid to T&E for the proportion of the program not completed, less the \$100 processing fee, the \$210 insurance premium, the \$50 non-refundable application fee and any costs incurred flying the student home.

ACCEPTANCE OF PROPOSAL

T&E require written acceptance of this proposal as soon as possible in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date below to confirm that the components listed in this proposal fulfill your program requirements. This will enable us to

SOCCCD SPRING – 10 WEEKS

prepare your program materials accurately. A confirmation in writing is required by **Monday, November 16th, 2015**. Please sign and date below, and please fax this document in its entirety to Patrizia D'Adamo, T&E Director of US Operations in Philadelphia, fax number 215-396-0236.

PROPOSAL ACCEPTED BY _____

South Orange County Community College District (Saddleback College)

Debra L. Fitzsimons

Vice Chancellor, Business Services

DATE _____

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Alerts and Warnings

Travel Warnings

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

Travel Alerts

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

Refine by Destination

[Clear Results](#)

No matching records found

Learn About Your Destination

Enroll in STEP

Enrolling in this free service will allow us to better assist you in case of an emergency while you are abroad.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Cuban Culture, Literature, Arts and Politics
Studies in Cuba, from March 17, 2016 to March 25, 2016

ACTION: Approval

BACKGROUND

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

STATUS

The Liberal Arts Division at Saddleback College proposes to offer the study abroad program: Cuban Culture, Literature, Arts and Politics during the spring 2016 semester from March 17 to March 25, 2016. The program will be organized and arranged by Travel and Education (T&E) for a fee of \$ 3,316 per student, excluding airfare from Orange County to Miami, at a cost of \$368.40 per day for 10 to 15 students. The details of the program are summarized in the Narrative in EXHIBIT A and the Study Abroad Program Information Summary in EXHIBIT B. The required Educational Tour/Field Study Contractor Agreement is provided in EXHIBIT C, which include evidence of liability insurance of not less than \$5,000,000. The proposal from T&E is included in EXHIBIT D. The current travel alerts and warnings list issued by the U.S. Department of State in EXHIBIT E does not include Cuba. Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program: Cuban Culture, Literature, Arts and Politics Studies in Cuba, spring of 2016 as summarized in EXHIBIT B, and authorizes the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with Travel and Education for coordinating all travel agreements in EXHIBIT C.

Study Abroad Narrative
Cuba
Spring 2016

The Department of International Languages at Saddleback College proposes the following travel itinerary to Cuba to explore and study its Culture, Literature, Arts and Politics from March 17 to March 25, 2016. A group of 10 to 15 or more students will visit Havana, Valle de Viñales, Cienfuegos, Trinidad, and Santa Clara. Students will meet with locals in various professions and learn about daily Cuban life, discussing sustainable agriculture, the health care system, the educational system, (from kinder to doctorate), art, music, dance, ceramics, ethnic groups, influence of the African migration to Cuba, economy, etc. The faculty advisor will accompany the students on the departure and arrival, as well as seven days of visits within Cuba.

Students will enroll in a minimum of 3.0 units of International Language, SPAN 21B, Civilization of Latin America, 1900 to present, which will require culture and literature readings pertinent to 20th century Cuba and a research paper on the assigned topic, adhering to Saddleback College's course outline. The program includes more than 50 hours of instruction and research time, including daily excursions to cultural and historic sites.

Accommodations for the students are provided in approved hotels, including breakfast and dinner daily and six (6) lunches. The faculty advisor will be provided a single room for lodging in the cities visited. Air transportation between Miami and Cuba and private busses to all accommodations and sites during the program are included.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

STUDY ABROAD PROGRAM INFORMATION SUMMARY

1. PROGRAM										
Location/Destination:		Cuba			First Trip: Yes:		x	No:		
Dates: From:		March 17, 2016		To:		March 25, 2016		Total No. of Days: 9		
Partner Name (Academic Institution):		N/A								
Address:		N/A								
Contact Person:		N/A			Telephone No.:		N/A			
Description of Institution:		N/A								
Includes:	Accredited Instruction	Yes:	X	No:						
	Transfer College Units	Yes:	X	No:						
	Orientation	Yes:	X	No:						
	Books/Supplies	Yes:	X	No:						
	Tutors	Yes:	X	No:						
	Weekend Study Activities	Yes:	X	No:						
	Food	Yes:	X	No:						
	Transportation	Yes:	X	No:						
	Lodging	Yes:	X	No:						
Other:	One night in Miami, medical and accident insurance coverage, one checked bag weighing 44lbs, \$85 visa, \$25 departure tax.									
Does Not Include: (Examples: Local Transportation at home; Personal Items, etc.)		Excludes Round trip airfare SNA-MIA-SNA, \$95 application fee, Mandatory comprehensive insurance coverage: \$20 per week, Cuban government imposed exit tax required upon leaving the country, passport fees, meals other than those indicated on itinerary, hotel charges including phone charges, use of laundry facilities, tips, minibar etc..., personal expenses, additional field trips that have not been specified., any SOCCCD tuition or administrative fees.								
Other:										
2. FACULTY										
Lead Faculty Name:		Carmenmara Hernández-Bravo								
Coordinates Trip:		Yes:	X	No:						
If No, Explain:										
Travels to Site:		Yes:	X	No:						
Dates: From:		March 17, 2016			To:		March 18, 2016			
Teaching Assignment at Program Site:		Yes:	X	No:						
Dates: From:		March 17, 2016			To:		March 25, 2016			
Requires Substitute at IVC and/or SC?		Yes:		No:	X					
Unpaid Faculty Exchange:		Yes:		No:	X					
If Yes, Faculty Name(s) Required:										
Assignments to be Covered:										
Course No.:	Course Title:			Date(s)			Time(s)			

Other:							
3. COURSE(S) OFFERED AT PROGRAM SITE							
Course No.:	Course Title:						No. of Units
SPAN 21B	Civilization of Latin America 1900 to present						3
4. STUDENTS							
Minimum number of students required to make program:						15	
Minimum number of units:						3	
Maximum number of units:						3	
If this is a repeat program site, what is the average number of units taken per student?						N/A	
Other							
5. COSTS							
Student:							
Contracted cost per student: (excludes airfare*)						\$	3,316.00*
Average cost per day: <i>(It costs approximately \$13,000 per year for a student to reside in South Orange County and attend SOCCCD.)</i>						\$	368.40
College:							
Additional costs to the District?		Yes:		No:	X		
If Yes Explain:							
Cost of substitute pay if instruction is also receiving salary for courses at IVC and/or SC during the same period of time.						\$	N/A
Other Costs						\$	0
6. OTHER ACTIVITIES NOT PART OF THE COURSE(S) (ATTACHMENTS)							
7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8 a.m.	Educational	Educational	Educational	Educational	I	Educational	Educational
9 a.m.	Excursions	Excursions	Excursions	Excursions	Travel Day	Excursions	Excursions
10a.m.	Field trips,	Field trips,	Field trips,	Field trips,		Field trips,	Field trips,
11a.m.	& Tours	& Tours	& Tours	& Tours		& Tours	& Tours
12 Noon							
1 p.m.	8am - 8pm	8am - 8pm	8am - 8pm	8am - 8pm		8am - 8pm	8am - 8pm
2 p.m.							
3 p.m.							
4 p.m.							
5 p.m.							
6 p.m.							
7 p.m.							
8 p.m.							
9 p.m.							
10 p.m.							
Exceptions to weekly schedule:							
8. ATTACHMENTS							

9. REQUIRED SIGNATURES

_____ Lead Faculty Member	_____ Date	_____ Department Chair	_____ Date
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_____ Division/School Dean	_____ Date	_____ Vice President, Instruction	_____ Date
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_____ College President	_____ Date
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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

EDUCATIONAL TOUR / FIELD STUDY TRAVEL CONTRACTOR AGREEMENT

GENERAL TERMS AND CONDITIONS

Cuban Culture, Literature, Arts and Politics Studies in Cuba, Spring 2016

This Agreement is made this 26 day of October, 2015 between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California ("DISTRICT") and Travel and Education (T&E) located at 1055 Mill Creek Drive, Feasterville-Trevose, PA 19053 and is for the limited purpose of providing travel arrangements for the Educational Tour / Field Study Trip described on the Exhibits to this Agreement labeled "SPECIFIC DETAILS."

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

1. INSTRUCTIONAL SERVICES – District shall arrange for and provide all instructional services, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pre-trip student orientation, lectures (staff and guest), student supervision, instruction by Trip Instructor and evaluation for said Educational Tour / Field Study Trip.
2. TRAVEL SERVICES – TRAVEL CONTRACTOR shall arrange for and provide all transportation and lodging for the Educational Tour / Field Study Trip, the details of which TRAVEL CONTRACTOR shall specify on the Exhibit to this Agreement labeled "SPECIFIC DETAILS." Said Exhibit shall be prepared by TRAVEL CONTRACTOR and submitted to DISTRICT for written approval and acceptance by DISTRICT as part of this Agreement. In the event of a conflict between the terms and conditions of any of the SPECIFIC DETAILS set forth in such Exhibit and the terms and conditions set forth in this Agreement, the General Terms and Conditions set forth in this Agreement shall prevail.
3. PROMOTIONAL MATERIAL – TRAVEL CONTRACTOR may prepare and provide at its own expense additional promotional material, which material must have the written approval of the DISTRICT administrator responsible for the activity before publication and distribution to the participants of the Educational Tour / Field Study Trip. Such material shall prominently display the statement: "Instructional Activities provided by Saddleback College or Irvine Valley College." All travel arrangements are the responsibility of TRAVEL CONTRACTOR."



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

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

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

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

5. RESTRICTION ON TRIP PARTICIPATION – All Educational Tour / Field Study Trip participants shall be registered in the course related to the Educational Tour Field Study. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE TOUR PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN AN EDUCATIONAL TOUR / FIELD STUDY TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY



ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION.” Prior to the departure of any Educational Tour / Field Study Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all Educational Tour / Field Study Trip participants, showing name, address, emergency contact and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Educational Tour / Field Study Trip.

6. EDUCATIONAL TOUR / FIELD STUDY CORRESPONDENCE - TRAVEL CONTRACTOR shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.

7. INDEMNIFICATION – TRAVEL CONTRACTOR shall protect, hold harmless, indemnify, and defend DISTRICT (including its trustees, officers and employees) from any and all liability as defined in this Paragraph. For purposes of this Agreement, liability means any and all claims, demands, losses, causes of action, suits, or judgments of any and every kind (including reasonable attorney’s fees) that any person (including but not limited to Educational Tour / Field Study Trip participants or TRAVEL CONTRACTOR’S employees), or such person’s heirs, executors, administrators or assigns may have against the DISTRICT, arising out of or in connection with TRAVEL CONTRACTOR’S activities under this Agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim including but not limited to claims based on TRAVEL CONTRACTOR’S failure or refusal to perform in accordance with this Agreement, that results from any cause other than the sole negligence of the DISTRICT.

8. LIQUIDATED DAMAGES. – TRAVEL CONTRACTOR acknowledges that the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Educational Tour / Field Study Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Educational Tour / Field Study Trip set forth in SPECIFIC DETAILS or in promotional brochures provided by TRAVEL CONTRACTOR to Educational Tour / Field Study Trip participants, such breach may cause hardship to the Educational Tour / Field Study Trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Educational Tour / Field Study Trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained by Educational Tour / Field Study Trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount as liquidated damages and not as a penalty, provided, however, that the rights set forth in this Paragraph shall not preclude each Educational Tour / Field Study Trip participant from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this Paragraph.



9. TRAVEL AGENTS – All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association.

10. TRIP CANCELLATION INSURANCE – TRAVEL CONTRACTOR shall make available to each Educational Tour / Field Study Trip participant trip cancellation insurance that will insure trip participants of trip transportation in spite of accident or illness of any participant that prevents that participant from either commencing the trip or requires the participant's early return from the trip.

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

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

12. TRAVEL CONTRACTOR INFORMATION AND IDENTIFICATION – TRAVEL CONTRACTOR shall at all times maintain on file with the DISTRICT an accurate information sheet listing name, address, telephone, facsimile, e-mail, person(s) responsible for assisting the Educational Tour / Field Study Trip.

13. TERM – This Agreement shall be effective on the date first noted above when signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated. TRAVEL CONTRACTOR may, upon written notice to DISTRICT, cancel any particular Educational Tour / Field Study Trip no later than 45 days prior to the departure of the Educational Tour / Field Study Trip (or fewer days upon the express



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

14. NO ASSIGNMENT/TIME OF ESSENCE / HEIRS AND ASSIGNS – This Agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.

15. NO MODIFICATION OF AGREEMENT – This Agreement constitutes the full and complete understanding of the parties on the subject hereof, and supersedes all prior understandings or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No prior or contemporaneous agreements, representations or understandings between TRAVEL CONTRACTOR and any Trip Instructor for any Educational Tour / Field Study Trip that are not set forth herein shall be binding upon DISTRICT. No waiver, modification or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.

16. NOTICE – Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time of personal delivery to the signatory of the appropriate party named below, or upon mailing by certified or registered mail three (3) days after the date of such mailing.

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



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

TRAVEL CONTRACTOR

DISTRICT

Travel and Education (T&E)

South Orange County Community
College District

Date: _____

Date: _____

By: _____
Alfredo Miguel de Pablo

By: _____
Dr. Debra L. Fitzsimons

Title: _____
President

Title: _____
Vice Chancellor, Business Services

Address: _____
1055 Mill Creek Drive
Feasterville-Treose, PA 19053

Address: _____
28000 Marguerite Parkway
Mission Viejo, CA 92692

Phone: _____
(215)396-0235

Phone: _____
(949) 582-4664



TRAVEL & EDUCATION

GENERAL AGREEMENT with SADDLEBACK COLLEGE 9- DAY Touring Program

Effective Date: November 16th, 2015

CUBA

PROGRAM DATES:

**Dates may need to be modified to accommodate international flight to CUBA.*

Departure SNA-MIA and overnight in MIAMI
International Flight MIA-CUBA-transfer to hotel
Tour of LA HAVANA
Excursion to VALLE DE VIÑALES
Excursion to CIENFUEGOS
Excursion TRINIDAD
Excursion SANTA CLARA
Return to HAVANA
Return to US for flight MIA-SNA

Thursday, March 17th, 2016
Friday, March 18th, 2016
Saturday, March 19th, 2016
Sunday, March 20th, 2016
Monday, March 21st, 2016
Tuesday, March 22nd, 2016
Wednesday, March 23rd, 2016
Thursday, March 24th, 2016
Friday, March 25th, 2016

PROGRAM COMPONENTS INCLUDED IN THE STUDENT FEE:

- ***International roundtrip airfare MIA-HAV-MIA** (Miami / Havana). The domestic portion in OPTIONAL COMPONENTS section below.
- **One (1) night in Miami** upon arrival from Los Angeles to facilitate morning charter for CUBA on the following day including airport transfer.
- **Expert guide for the duration of the program.** SADDLEBACK COLLEGE'S assigned point person with presence during all group activities and emergency contact number for the duration of the program.
- **Airport transfers**, by private bus from airport to hotel in La Habana and from the hotel in La Habana back to the airport.
- **Eight (8) nights in hotel accommodation** (double or triple occupancy). One (1) night in Miami upon the start of the program and seven (7) nights in Cuba.
- **Breakfast and dinner daily**, lunches provided for 6 days.
- **Excursions** will be included along with group transportation by private bus, hotel accommodations with meals (where applicable), and sightseeing tour of the various cities with entrances to relevant historical monuments as listed and the services of a T&E tour manager and a professional English-speaking tour guide. Meet with locals in various professions and learn about daily Cuban life. Travel across the island visiting Havana, Viñales Valley, Cienfuegos, Trinidad, and Santa Clara, discussing sustainable agriculture, art, music, dance, even ceramics with local professionals.
- **Medical and accident insurance coverage** in Cuba during the duration of the program.
- **Included fees associated with US travel to Cuba: Visa = \$85, departure tax = \$25, All participants will be allowed one checked bag weighing 44lbs= \$20** (the fee charged for overweight bag is \$2 per pound and will be the responsibility of each individual participant at check-in in Miami should bags be over the allowed weight).

***IMPORTANT NOTE:** Group flights to CUBA flying legally out of Miami are chartered and cannot be confirmed until 90 days prior to departure therefore dates are subject to the availability of group flights. Also, airfare can only be guaranteed for a minimum of ten (10) participants.

VALUE ADDED BENEFITS

- **US Liability Insurance Policy** under which your school will be covered for the duration of the program.
- **Comprehensive Study Abroad Insurance Coverage:** Accident and Sickness, Trip cancellation and interruption, Baggage/Personal effects, Dental, Emergency Medical Reunion, Accidental death and dismemberment, Mobile App/24 hour assist, Compassionate visit, Administrator visit/Faculty Replacement. Additional fee may apply. See below for details.
- **US Embassy** registration for each student for the program period.
- **Accounting / billing** services in the U.S.
- **Pre-departure information services and a TOLL-FREE contact number in the U.S.**
- **24 hour contact number** for emergency or for **after-hours support** for participants in programs outside the EST time zone.
- **Full color comprehensive “T&E Acceptance and Orientation Packet”** and additional promotional materials including flyers and posters for university wide promotions.
- **Advance planning services** offered by our **T&E** office in Philadelphia.
- **Promotional digital PDF** version of flyer for reproduction by SADDLEBACK COLLEGE.
- **Promotional presentations / orientations** at SADDLEBACK COLLEGE campus or other specified places by T&E local staff on predetermined and mutually agreed upon dates.

FACULTY BENEFITS INCLUDED IN THE STUDENT FEE:

Faculty support services for target enrollment **10 students** with one (1) faculty member as listed below:

- **Roundtrip flights between SNA and MIA and MIA and La Habana CUBA** on the scheduled group flights.
- **Private accommodations for one (1) SADDLEBACK COLLEGE faculty or administration.**
- **Local Medical insurance** for the duration of the program while on Cuban soil.
- **Inclusion in Comprehensive insurance policy** as mentioned above.
- **Mobile phone**
- **Full participation on all activities** scheduled on the itinerary, on the same basis as the students, including transfers, entrances, sightseeing tours, etc.

For group participation in short term programs the faculty benefits listed above will be for the entire program period. For long-term group participation faculty benefits will be for a period of one (1) week during the group program period. Faculty benefits are paid in full for an enrollment of specified paying participants as listed below, or pro rata for a lower enrollment.

For groups requiring ADDITIONAL administrative participation: Only one (1) administrative visit will be allowed by T&E per program period per **a minimum group size of 10 participants**. Any additional administrative arrivals will be the financial responsibility of SADDLEBACK COLLEGE. Should SADDLEBACK COLLEGE require additional administrator visits, T&E will provide shared accommodations in addition to airport transfers in order to meet this requirement and the additional administrator visit will be limited to these benefits. Full benefits as listed above only apply to the primary group program director. The additional administrator will need to pay an obligatory supplement for participation in the full service program provided to all T&E participants. Fee for additional administrator is listed in optional components.

PROGRAM FEES:

- ***\$ 3, 316** US Dollars per participant for a minimum enrollment of **ten (10)** and up to **fifteen (15)** **paying student participants** with one (1) faculty administrative visit. An additional discount can be applied for group exceeding 15 paying participants.

**Prices are subject to change based on Euro to USD currently exchange rates up to 21 days prior to program start date.*

NOT INCLUDED IN PROGRAM FEES:

- Roundtrip airfare SNA-MIA-SNA.
- **\$95** application fee.
- Mandatory comprehensive insurance coverage: \$20 per week (\$75 for 4 weeks).
- Cuban government imposed exit tax required upon leaving the country.
- Passport fees.
- Meals other than those indicated on itinerary.
- Hotel charges including phone charges, use of laundry facilities, tips, minibar etc...
- Personal expenses.
- Additional field trips that have not been specified.

OPTIONAL COMPONENTS

- **Group flight Reservations for SNA-MIA-SNA:** T&E offers the option for group flight reservations for roundtrip on the domestic portion between Los Angeles and Miami to ensure your group stays together and that they fly within guidelines for the international portion. SADDLEBACK COLLEGE will need to meet a minimum sustained enrollment of **ten (10) paying participants in order to qualify**. T&E will provide an itinerary based on group preference along with a group quote prior to that date. Students will be provided with a deadline by which they should purchase airline tickets via the link below for the assigned flight associated with SADDLEBACK COLLEGE.
 - <https://www.studentuniverse.com/study/traveleducation>
- Single room supplement: **\$650** per person for the duration of the program.

PROPOSED PROGRAM APPLICATION PROCEDURE, BILLING, PROMOTIONS AND FOLLOW-UP

(This procedure can be modified according to the needs and general practice of at SADDLEBACK COLLEGE)

- SADDLEBACK COLLEGE program coordinator will provide a group roster of participating students and their corresponding email addresses along with a program deposit in the amount of \$450 and airfare deposit of \$250 (total **\$700**) per student by **November 27th, 2015**. Payments can be made in the form of personal check or money order made out to Travel & Education or credit card (over the phone). A charge of \$35 will be applied to invoices paid by personal check with insufficient funds.
- SADDLEBACK COLLEGE program coordinator will instruct students to apply to the appropriate program via the provided link below. All students will be held to T&E Application Contract for the given term. Online application due by **December 4th, 2015**.
 - [2016 Online Student Application link for SADDLEBACK COLLEGE Cuba Program](#)
- T&E will bill students directly who will then be responsible keeping up with T&E payment schedule as outlined on the T&E invoice. **All T&E invoices are sent via email only.** Please contact T&E if a hard copy invoice is required.
- Second installment payment of 25% of fees owed or \$1000 is due by **December 18th, 2015**.
- **Final payment is due January 15th, 2016.** T&E reserves the right to withdraw students who are not paid in full by the final payment deadline.

- **All assigned SADDLEBACK COLLEGE visiting administrator must fill out a corresponding form no later than February 5th, 2016.** The visiting program administrator will be asked a series of questions regarding preferences on communications with the group and other important items. Use the following link to register: [T&E Accompanying Faculty Application](#). Faculty will then receive a "T&E Welcome Email" which will provide access to their online inscription. **From the online inscription record, faculty will be provided with a link to monitor student enrollment and access student files.**
- **T&E** can accept applications after **February 5th, 2015**, but cannot guarantee program costs after this date. Students applying after this date can only be accepted on a space-available basis and may be subject to a supplemental charge and a land-only status.
- All required documents outlined in this contract in the AIRFARE AND DOCUMENTATION section below must be completed and submitted to T&E no later than **February 12th, 2015**.
- The school administration and SADDLEBACK COLLEGE will promote the program on an appropriate institutional website listing or through the various available institutional outlets in order to ensure student awareness of the program offering at SADDLEBACK COLLEGE.
- **T&E** will be invited to present programs to SADDLEBACK COLLEGE's students and parents on predetermined and agreed upon dates during strategic periods of each academic term and will be provided with dates with sufficient time to plan for attendance. If T&E is unable to attend in person we will offer other options via video conferencing platforms.

AIRFARE AND DOCUMENTATION

- **T&E** cannot arrange airline tickets for students applying after **December 4th, 2015**. **T&E** is financially committed at this time to any confirmed airline seats therefore it is imperative that Saddleback College provide a preliminary list of student participants in order to confirm and/or release air reservations.
- **T&E** will reserve spaces according to information provided on the online student application form. Names must be entered as they appear on the student's US Passport. Once airline tickets have been issued to students they cannot be changed or refunded.
- It is the responsibility of each student to determine their eligibility requirements for travel to Cuba from their particular country of origin. **T&E** can provide assistance if requested however should the student fail to obtain the proper clearances **T&E** will not be held responsible for any actions taken by airport authorities nor any fees resultant from the negligence of the program participant.
- For insurance purposes, all students must sign a **certificate of compliance**. This form will be provided by **T&E** via email as part of the pre-departure communications program prior to the program start date.
- In order to be in compliance with US law for US citizens traveling to Cuba for educational purposes, **T&E** requires all participants to provide the following documents:
 - **Visa Application Form:** This form will be provided by **T&E** via email once the group is confirmed and all fees are paid.
 - **Passport:** provide a copy of the information page of their valid US passport (must be valid at least 6 months beyond the program return date) as part of the application process with **T&E** online.

REFUND POLICY

Should an individual participant withdraw from the program they must do so in writing to T&E and the following policy will apply based on the date of withdrawal...

If participant withdrawals in writing...	he / she receives...
On or before December 4 th , 2015	a refund of all fees paid less \$450 non-refundable application fee plus airfare deposit of \$250 any additional non-refundable deposits paid by the student or by T&E on behalf of the student.
After December 4 th and before December 18 th , 2015	a refund of all fees paid less \$450 non-refundable application fee, \$250 airfare deposit, \$1000 1 st installment and any additional non-refundable deposits paid by the student or by T&E on behalf of the student.
After December 18 th , 2015 and before January 15 th , 2016	a refund of all fees paid less \$450 non-refundable application fee, \$250 airfare deposit, \$1000 1 st installment, \$310 insurance and any additional non-refundable deposits paid by the student or by T&E on behalf of the student
After January 15 th , 2016	No refund.

- Once the program has begun students withdrawing receive no refund unless **T&E** suspends the program.
- Force Majeure:** The Parties agree that, if by reason of strike or other labor disputes, civil disorders, severe weather, acts of God, acts of terror, war, pandemic, or other unavoidable cause beyond the control of the party seeking to invoke this paragraph, either Party is unable to perform its obligation, such non-performance shall not be considered a breach of this Agreement. In the event a US Department of State travel warning is issued advising against travel to Cuba, SADDLEBACK COLLEGE may refrain from sending students to Cuba and in such event shall only pay for actual and documented costs incurred by Travel & Education for the scheduled program.
- In the case of the U.S. State Department issuing a travel warning which advises U.S. citizens not to travel to Cuba or to leave the country if they are already there, **T&E** will:
 - If the program has not started, either make suitable alternative arrangements or cancel the program and refund all fees paid.
 - If the program has started, suspend the program and fly the students home. If students are returned home they will receive a prorated rebate of fees paid to **T&E** for the portion of the program not completed, less the \$200 processing fee, the \$75 insurance premium, the \$95 non-refundable application fee and any costs incurred for flying the student home.
- Loyalty Clause:** As part of the terms of this agreement, SADDLEBACK COLLEGE will not actively seek out or accept any offer of a direct relationship with any of the academic institutions or organizations who partner with T&E in Cuba to supply academic and/or other services as part of the T&E provided program for the next 3 terms starting from the effective date of this contract.

ADDITIONAL CONSIDERATIONS

Airfare is the responsibility of each individual participant and any accompanying faculty unless otherwise indicated on this contract. T&E guidelines set forth in the T&E Application Contract must be followed when making airline reservations in order to take advantage of T&E provided transfer services to and from the airport. Should the T&E guidelines not be followed, participants will be responsible for determining the group's whereabouts and for providing their own transportation to join the group.

The present agreement is subject to all of the policies, terms and conditions set forth in the T&E brochure and T&E Application Contract.

The present agreement will be valid for the 2016 academic term with the mutually implicit understanding that T&E and SADDLEBACK COLLEGE will continue a relationship for the offering of T&E programs to SADDLEBACK COLLEGE students for both short and long term study abroad options. The present contract will be reviewed and drawn up on an annual basis and will be negotiated at the start of the promotional period for the following academic term.

ACCEPTANCE OF PROPOSAL

Travel & Education requires written acceptance of this proposal by **November 16th, 2015** in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date below to confirm that the components listed in this proposal fulfill your program requirements. Once signed, this document can be sent in its entirety via regular mail to **Travel & Education, 1055 Mill Creek Drive, Feasterville-Trevose, PA 19053** or by fax to 215-396-0236. Should a signed agreement not be submitted by the specified due date above and SADDLEBACK COLLEGE subsequently launches a group program through Travel & Education Corp during term quoted, the formal acceptance of this agreement will be implied and will be binding with the stated terms and conditions.

PROPOSAL ACCEPTED BY Debra L. Fitzsimons, Vice Chancellor, Business Services (please print)
Name of Authorizing Representative South Orange County Community College
District on behalf of Saddleback College

_____(sign)
Signature Authorizing Representative South Orange County Community College
District on behalf of Saddleback College

DATE _____

Important Dates to Remember:**Contract:**

Group roster and deposits of \$700 per student:

Deadline for registration:

Second installment \$1000:

Final payment due date:

Accompanying Faculty Registration:

All required documents to be submitted no later than

November 16th, 2015

November 27th, 2015

December 4th, 2015

December 18th, 2015

January 15th, 2016

February 5th, 2016

February 12th, 2016

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Alerts and Warnings

Travel Warnings

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

Travel Alerts

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

Refine by Destination

Cuba

[Clear Results](#)

 Type

 Date

 Location

No matching records found

Learn About Your Destination

Enroll in STEP

Enrolling in this free service will allow us to better assist you in case of an emergency while you are abroad.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Advanced Technology and Education Park (ATEP) IVC First Building Project, Building Envelope Consultant Services Agreement, Allana Buick & Bers, Inc.

ACTION: Approval

BACKGROUND

On November 25, 2013, the Board of Trustees approved three firms for a pool from which to draw building envelope consultant services for a five year period. When project specific services are necessary, staff provides the pool with a Request for Proposal (RFP).

On June 22, 2015, the Board of Trustees approved the ATEP IVC First Building Design-Build agreement with McCarthy Building Companies, Inc., for a total contract amount of \$16,285,000.

Building Envelope consultant services are required for the ATEP IVC First Building project.

STATUS

On October 8, 2015, staff received responses from one firm (EXHIBIT A) and the evaluation committee determined that their technical qualifications were above average for performance of this work.

Staff recommends that Allana Buick & Bers, Inc. be engaged to perform the building envelope consultant services for the ATEP IVC First Building project for a not to exceed amount of \$108,100.

Basic aid funds are available in the approved project budget of \$23,000,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the building envelope consultant services agreement (EXHIBIT B) with Allana Buick & Bers, Inc. for the Advanced Technology and Education Park IVC First Building project for a not to exceed amount of \$108,100.

**Request for Proposals for Building Envelope Consulting Services
ATEP – Irvine Valley College First Building Project**

November 16, 2015

COMPANY NAME

CITY

SUBMITTED BY

***Allana Buick & Bers Inc.**

Irvine, CA

Eugene Buick

***Recommended Firm**

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**AGREEMENT: BUILDING ENVELOPE CONSULTANT SERVICES FOR IVC FIRST BUILDING AT
ADVANCED TECHNOLOGY & EDUCATION PARK**

This AGREEMENT is made and entered into this 16th day of November in the year 2015 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Allana Buick & Bers, Inc. 898 N. Sepulveda Blvd., Suite 724, El Segundo, CA 90245, 310.416.1290, hereinafter referred to as "CONSULTANT";

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

WHEREAS, DISTRICT desires to obtain Building Envelope consultant services for the IVC First Building Project at Advanced Technology & Education Park, hereinafter referred to as "PROJECT"; and

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** The CONSULTANT'S services shall consist of those services performed by the CONSULTANT and CONSULTANT'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** CONSULTANT shall provide the Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. CONSULTANT'S Services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of Project. CONSULTANT'S Services shall be provided by **Kyle Eazor** CONSULTANT Project Manager. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. CONSULTANT assignment for this PROJECT is for one Project Manager and one Project Engineer. The CONSULTANT shall designate Eugene Buick, as Principal in Charge, and a management team of Kyle Eazor as Project Manager and Jason Mullis as Senior Consultant. So long as their performance continues to be acceptable to the DISTRICT, these 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.

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

ARTICLE 2 SCOPE OF CONSULTANT'S SERVICES

2.1. **Pre-Construction Phase**

- a. The CONSULTANT shall provide a professional review of and recommendations for a complete exterior enclosure design for all exterior wall enclosure systems including, but not limited to, all fixed and operable windows, curtain walls, skylights and sloped glazing, storefronts including all exterior doors and building movement systems. Provide recommendations for both the water integrity and structural integrity – including the glass and glazing and all framing members, including compatibility of materials at component interfaces and conformance with all applicable codes and ordinances.
- b. The CONSULTANT shall provide a professional review and provide recommendations for complete roofing and waterproofing systems including conditions where the roofing system, sheet metal and waterproofing systems will be reviewed for vapor tight conditions and review will verify compatibility of materials, the verification of conformance with all applicable codes and ordinances, current industry standards, and material manufacturer's published guarantee requirements. CONSULTANT to be familiar and experienced with Sarnafil roofing products.

- c. The CONSULTANT will review the construction documents (drawings and specifications) and provide recommendations to the design team for proposed modifications to bid and construct the Project in alignment with the design of the Design Team. Recommendations may be in the form of sketches, details or narratives.
- d. The CONSULTANT will recommend to the Owner such investigations, surveys, tests, analyses and reports as may be necessary for the proper execution of the Work.
- e. The CONSULTANT will prepare language for the specifications that identifies for the contractor the type of inspection that will take place during construction and will identify that the contractor must provide and pay for pre-installation meetings, full time construction observation of the roofing and waterproofing systems and a final observation/written report of work performed.
- f. The CONSULTANT will attend (3) design review and coordination meetings, (1) one day each, at location to be determined by the DISTRICT
 - 1. After review of documents and initial report preparation, meet and confer with design team regarding review and recommendations.
 - 2. Prior to the design teams submittal of corrections to DSA, meet with design team to review DSA redline comments and recommend response related to building envelope items.
 - 3. Prior to advertisement of bid.
- g. The CONSULTANT will be required to work closely with the Design Team and provide all necessary recommendations, design revisions, and clarifications on a timely basis. Recommendations and all design details shall be completed to meet the required "Agency Back-Check review" currently anticipated for July/August 2016.
- h. In collaboration with the Design Team, the CONSULTANT shall perform a building envelope system review of the construction document submission and final agency approved documents.
- i. The CONSULTANT shall prepare a list of cost saving items for consideration by the owner and Design Team that relate to CONSULTANT's scope of work.
- j. The CONSULTANT shall collaborate with the Design Team and provide recommended specification language for exterior enclosure conditions, details, and elevations including a requirement that contractors provide a functional exterior enclosure mock-up.
- k. The CONSULTANT will provide a written report including digital graphic commentary and digital detailing summarizing all findings of each respective review session and/or document review within 5 working days. A total of five (5) reports are included for the items in this section. Additional Reports will be compensated at an expense not to exceed \$500.00 each.

2.2. **Construction Phase**

- a. The CONSULTANT will provide construction administration support including response to requests for information (RFI's), shop drawing and submittal review, preparing job site inspection reports, contractor claims review (if necessary to be provided at additional fee), exterior envelope punch list preparation and completion, and any other services typically provided in connection with such consulting services. Incomplete or partial submittals will not be reviewed. Resubmittals will be reviewed at half the cost of the initial review when necessary. Product information and shop drawings to be reviewed, at a minimum, include:
 - 1. Lath and plaster system, sheet metal, and selected cladding system(s).
 - 2. Exterior curtain wall, storefront or alternate entrance system(s).
 - 3. Combine roof system materials, waterproofing, penetrations, etc.
 - 4. Building movement joints.
 - 5. All flashing details – including MEP penetrations at the roof, inclusive of rooftop solar array.
- b. In coordination with DSA Inspector of Record, the CONSULTANT shall participate in the exterior envelope testing and inspection program and provide field inspections when appropriate. Six (6) visits and reports are included.
- c. The CONSULTANT shall attend the following meetings at the Project Site:
 - 1. Shop drawings/submittal review meeting (three (3) half day meetings).
 - 2. Field water testing scope review meeting (one (1) half day meeting).
 - 3. Field water testing observation, mock-up and production (two (2) full day observations).
 - 4. Mock-up shop drawing review and field observation meetings (two (2) full days)
 - 5. Pre-installation meetings (one (1) full day meeting)
 - 6. First installation observation (three (3) half day observations).
 - 7. Observation of testing of production installations (three (3) half day visits).
- d. The CONSULTANT's Field Water Testing Support shall include, but is not limited to the following services.
 - 1. Assist the Architect in selecting the locations for proposed field water testing, recommended testing method, and setting the protocol for the number of field water tests performed.
 - 2. Attend the exterior enclosure field mock-up shop drawing review and field observation of the constructed mock-up.
 - 3. Field water testing observations.

4. Written reports, including digital commentary or digital detailing and digital photography and/or digital film for all field visits and recommendation for correcting unacceptable conditions. A total of ten (10) reports are to be provided.
 - e. The CONSULTANT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the building envelope related work as provided in the construct.
- 2.3. The CONSULTANT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT'S PROJECT.
- a. Experience with the Division of State Architect (DSA), the Uniform/International Building Code (IBC/UBC), Title 24 of the California Code of Regulations, Building Enclosure Consultant Services, and LEED accreditation is required. Coordination with the District and their consultants will be required.
 - b. Firms must pay prevailing wages to those labor classifications requiring the payment of prevailing wages. Questions concerning predetermined wage rates should be directed to www.dir.ca.gov/DLSR/RWD or to the following:

Department of Industrial Relations
Division of Labor Statistics and Research
Prevailing Wages Unit
PO Box 420603
San Francisco, CA 94142
Phone (415) 703-4474
 - c. Firms must hold all necessary registrations/business licenses to perform business in the state, county and city.

ARTICLE 3 ADDITIONAL CONSULTANT SERVICES

- 3.1. **Additional Services.** Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, CONSULTANT shall be compensated for the same in accordance with the provisions of the Agreement relating to Additional Services and the amounts indicated in Exhibit "A" CONSULTANT Compensation Additional Services. The Board of Trustees of the District must approve an amendment to this Agreement, fully executed, prior to CONSULTANT performing any Additional Services. The CONSULTANT shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT.
- 3.2. **Notification and Authorization.** 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. Such services shall include:

- a. Material PROJECT Scope Changes. Services required or necessary as a result of significant changes in the PROJECT scope or other requirements of the PROJECT, including PROJECT size, quality, or complexity or material changes to the Master Construction Schedule.
- b. Termination/Default of Architect or Contractor. Services required or necessary as a result of the default or termination of the Architect or the Contractor, failure of Performance of the Contractor, or major defects or deficiencies in the work of the Contractor.
- c. Damage or Destruction to PROJECT. Except to the extent caused by the CONSULTANT, services and consultation associated or necessitated by damage or destruction to the PROJECT prior to completion by an act of God, fire or other casualty.
- d. Investigation of Existing Conditions. Services to investigate existing conditions or facilities or to provide measured drawings thereof.

3.3. **Compensation for Additional Services.** If the duration of CONSULTANT services is extended, due to the DISTRICT'S need for Additional Services, the CONSULTANT shall be entitled to additional compensation as set forth in Exhibit A. Escalation may be applied to services performed beyond the duration of the original Contract at a rate negotiated between the DISTRICT and CONSULTANT. The CONSULTANT shall provide a written request for such escalation with analysis of anticipated resource expenditure to the DISTRICT in a format pre-approved by the DISTRICT.

ARTICLE 4 TERMS OF SERVICE

- 4.1. **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.
- 4.2. **Term.** Services under this Agreement shall be diligently performed by the CONSULTANT for 28 months. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions.
- 4.3. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Exhibit "A".
- 4.4. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

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

obligations hereunder shall survive termination of this Agreement and the completion of obligations hereunder, until barred by the applicable statute of limitations.

5.2. **Hold Harmless.** To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold DISTRICT, and its board of Trustees, officers, employees and agents, entirely harmless from all liability arising out of:

- a. **Workers Compensation and Employer's Liability.** Any and all claims under workers' compensation acts and other employee benefit acts with respect to CONSULTANT'S employees or his/her subcontractor's employees arising out of CONSULTANT'S work under this AGREEMENT including a waiver of subrogation; and
- b. **CONSULTANT Negligence.** Any and all claims for damages costs and/or charges caused by CONSULTANT'S negligent acts, errors and/or omissions, recklessness or willful misconduct in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions, recklessness or willful misconduct of CONSULTANT'S CONSULTANTS, employees or agents in the performance of their obligations under this AGREEMENT. The coverages of such indemnification shall include, without limitation attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of CONSULTANT'S performance and shall survive the expiration or termination of this AGREEMENT until such time as any matter covered by such indemnity is barred by the applicable statute of limitations.

5.3. **Purchase and Maintain Insurance.** 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. **Workers' Compensation and Employers Liability Insurance.** CONSULTANT shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which CONSULTANT may be liable. CONSULTANT shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by CONSULTANT. The Employer's Liability Insurance required of CONSULTANT hereunder may be obtained by CONSULTANT as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by CONSULTANT hereunder.
- b. **Comprehensive general and auto liability.** CONSULTANT shall purchase and maintain Commercial General Liability and Property Insurance as will protect CONSULTANT from the types of claims set forth below which may arise out of or result from CONSULTANT'S services under this Agreement and for which CONSULTANT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person

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

CONSULTANT shall purchase and maintain 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. **Additional Insured.** Each policy of insurance required in (b) above shall name DISTRICT, District Board of Trustees, District officers, District agents, District employees, and District Contractors as additional insureds and shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance stated in (a) and (b) above shall state that not less than 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.

5.4. **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

5.5. **Insurance Evidenced.** 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.

5.6. **Coverage Amounts**

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

ARTICLE 6 COMPENSATION TO THE CONSULTANT

The DISTRICT shall compensate the CONSULTANT as follows:

- 6.1. **Contract Price for Services.** The Contract Price for the CONSULTANT'S performance of the Services under this Agreement shall consist of the following lump sum prices:

a. Pre-Construction & Design Phase:	\$ 25,860
b. Pre-Construction Value Engineering:	\$ 4,080
c. Construction Phase, Jobsite:	\$ 63,675
d. Consultant Reimbursable Allowance	\$ 4,685
e. District Controlled BEC Contingency	\$ 9,800
f. TOTAL	\$108,100
- 6.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense.
- 6.3. **CONSULTANT Monthly Billing Statements.** CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT. Services are to be invoiced by phase in accordance with percent complete.
- 6.4. **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 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 Contractor.

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

Drawings, Specifications and other documents are reimbursable upon DISTRICT'S prior written approval.

- d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
- e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT'S Services will be reimbursed.
- f. For reimbursable expenses, compensation shall be computed at a multiple of 1.05 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 1.05 times the amounts billed to the CONSULTANT for such services.

ARTICLE 7 CONSULTANT'S WORK PRODUCT

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

ARTICLE 8 TERMINATION

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

- a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
- b. 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.
- c. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.

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

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

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

9.1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

9.2. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.

9.3. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.

- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
- b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
- c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The

demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.

- d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
- e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information.** 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. The DISTRICT shall provide the CONSULTANT with the Project Construction Budget for review and acceptance by the CONSULTANT. At the written request of the CONSULTANT, District shall provide CONSULTANT copies of any documents related to the Project.
- 10.2. **District Representative.** 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. Unless modified by written notice by the DISTRICT to the CONSULTANT, the DISTRICT Representative is:

Mary Opel, Construction Manager
- 10.3. **District Notification.** The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT'S failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. **Tests/Inspections.** The DISTRICT shall: (a) retain an Inspector ("Inspector") to provide construction observations and inspections as required by applicable laws, codes, rules, regulations, or ordinances; and (b) retain Test/Inspection Service Providers to conduct Construction Phase tests/inspections of materials/equipment forming a part of the Project as required by applicable laws, codes, rules, regulations, or ordinances. The foregoing notwithstanding, the Services of the CONSULTANT include assistance to the DISTRICT in identifying, selecting, and retaining the Inspector and Test/Inspection Service Providers.

- 10.5. **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, audio-visual equipment/installation consultants, and hazardous material assessment & abatement consultants.

ARTICLE 11 MISCELLANEOUS

- 11.1. **Affirmative Action.** CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. **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.
- 11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of CONSULTANT'S work whether by DISTRICT or others, shall not relieve CONSULTANT from responsibility for errors and omissions in CONSULTANT'S work.
- 11.5. **Cumulative Rights; Non 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. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Definitions**
- a. **Contract.** A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECT.
 - b. **Contractor.** A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.
 - c. **Design Documents.** The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the PROJECT. Design Documents include surveys, soil reports and other documents prepared for the PROJECT

by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.

- d. **Architect.** The Architect is Dougherty + Dougherty. References to the Architect include Brian Dougherty, Seung Paek, and its managers retained to prepare or provide any portion of the Design Documents.
- e. **Submittals.** Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.
- f. **Site.** The physical area for construction and activities relating to construction of the PROJECT.
- g. **Construction Contract Documents.** The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT construction.
- h. **Substantial Completion.** Substantial Completion is when the Work of a Contract has been completed and installed including completion of CONSULTANT and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
- i. **Final Completion.** Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.

11.7. **Employment with Public Agency.** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

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

11.9. **Independent Contractor.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full

responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT'S employees.

11.10. **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.

11.11. **Non-Assignment.** The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and or control of CONSULTANT firm shall be deemed and assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.

11.12. **Permits/Licenses.** CONSULTANT and all CONSULTANT'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

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

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

DISTRICT
Mary Opel
Construction Manager
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
mopel@socccd.edu

CONSULTANT
Eugene Buick
COO, Principal
Allana Buick & Bers, Inc.

898 N. Sepulveda Blvd., Suite 725
El Segundo, CA 90245
ebuick@abbae.com

COPY
Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services
South Orange County

Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
dfitzsimons@socccd.edu

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

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

“DISTRICT”
South Orange County Community College District

“CONSULTANT”
Allana Buick & Bers, Inc.

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

Eugene Buick
COO, Principal

(Date)

(Date)

77-0380827
(Taxpayer number)

Exhibit A

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

<u>CONSULTANT Services</u>	<u>Fee Per Hour</u>
Principal I	\$250.00
Principal II	\$275.00
Principal III	\$300.00
Principal IV	\$350.00
Associate I	\$195.00
Associate II	\$210.00
Associate III	\$225.00
Associate IV	\$235.00
Consultant I	\$145.00
Consultant II	\$165.00
Consultant III	\$185.00
Consultant IV	\$200.00
Project Manager I	\$145.00
Project Manager II	\$165.00
Project Manager III	\$185.00
Project Manager IV	\$200.00
Building Technologist I	\$110.00
Building Technologist II	\$125.00
Building Technologist III	\$140.00
Field Monitor I	\$110.00
Field Monitor II	\$130.00
Field Monitor III	\$140.00
Field Monitor (Part-time)	\$145.00
CAD Graphics Specialist I	\$115.00
CAD Graphics Specialist II	\$130.00

CAD Graphics Specialist	\$145.00
Admin Services	\$ 85.00
Forensic Document Specialist	\$140.00
IT Consultant	\$135.00

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: District-wide Parking Study Consultant Services, Watry Design, Inc.

ACTION: Approval

BACKGROUND

On August 24, 2015, the Board of Trustees allocated basic aid funding for a district-wide parking study. The project will analyze parking at Saddleback College and Irvine Valley College. Using this analysis, a consultant will create a parking plan exploring available options for Saddleback College, Irvine Valley College and ATEP.

There is a need to hire a consultant to provide professional services. The parking study is a planning activity in advance of the Education and Facilities Master Planning process anticipated for FY 2016-2017.

STATUS

On August 20, 2015 and August 27, 2015, SOCCCD ran a newspaper advertisement for consideration of District-wide Parking Study Consultant Services. Additional marketing efforts included placing a copy of the "Request for Qualifications and Proposals (RFQ&P)" on the district's website and notifying firms known to provide these services.

On October 1, 2015, four firms provided responses (EXHIBIT A). District and college staff evaluated the submittals and determined Watry Design, Inc. to be the best value for the project.

Staff recommends approval of the Watry Design, Inc. agreement (EXHIBIT B) in the amount of \$101,250 to perform the district-wide parking study consultant services.

Basic aid funds for these services are available within the approved project budget of \$200,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the District-wide Parking Study Consultant Services agreement (EXHIBIT B) with Watry Design, Inc. in the amount of \$101,250.

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

**Request for Proposals
Districtwide Parking Study Consultant Services
South Orange County Community College District**

November 16, 2015

<u>Company Name</u>	<u>City</u>	<u>Submitter's Name</u>
Fehr & Peers Transportation Consultants	Anaheim, CA	Christopher Gray
LSA Associates, Inc.	Irvine, CA	Les Card
Walker Parking Consultants	Los Angeles, CA	Steffen Turoff
*Watry Design, Inc.	Irvine, CA	Michael Pendergrass

*Recommended Firm

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AGREEMENT – DISTRICT-WIDE PARKING STUDY CONSULTANT SERVICES, SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, WATRY DESIGN INC.

This Agreement is entered into this 16th day of November, 2015 by and between the **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, herein referred to as “DISTRICT” and Watry Design, Inc., 17310 Red Hill Avenue, Suite 285, Irvine, CA 92660, herein referred to as “CONSULTANT”.

WHEREAS, CONSULTANT represents that it has the necessary personnel, professional qualifications, expertise, and financial capability to assist the district with performing the District-wide Parking Study as described herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 CONSULTANT’S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** The CONSULTANT’S services shall consist of those services performed by the CONSULTANT and CONSULTANT’S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** CONSULTANT shall provide the Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. CONSULTANT’S services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of Project. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. CONSULTANT assignment for this PROJECT is for one Project Director and one Project Manager. The CONSULTANT shall designate Michael Pendergrass, as Project Director and Michelle Wendler as Project Manager. So long as their performance continues to be acceptable to the DISTRICT, this named individual 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.
- 1.4. **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume’ and/or interview. A project manager and all lead or key personnel must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.
- 1.5. **Relationship of CONSULTANT to Other Project Participants.** CONSULTANT’S services hereunder may be provided in conjunction with contracts between the DISTRICT and others providing services in connection with bidding and/or construction of the PROJECT. The CONSULTANT is responsible for the adequacy and sufficiency of the PROJECT and the contents of the PROJECT. The CONSULTANT shall perform its duties in accordance with its contract(s) with the DISTRICT.

CONSULTANT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.

- 1.6. **Project Schedule.** The CONSULTANT acknowledges that all time limits stated in this Agreement are of the utmost importance to DISTRICT. The CONSULTANT shall accept DISTRICT'S 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.

ARTICLE 2 SCOPE OF CONSULTANT'S SERVICES

- 2.1. **Project Scope.** The CONSULTANT and the DISTRICT have discussed the needs and the requirements of the PROJECT and arrive at a mutual written understanding of such needs and requirements as identified in this contract. Information below will form the basis for the PROJECT Scope of Services.
- 2.2. **Services.** The district-wide parking study will include an analysis of supply, a survey of current uses and current and projected demand for three locations: Saddleback College, Irvine Valley College and Advanced Technology Education Park (ATEP). A formula must be developed to project future need through both increases in Full-time Equivalent enrollment and expansion of facilities due to construction projects. An interim report will be created for evaluation by the oversight committee to ensure the final evaluation meets the needs of the college's and the District. The consultant shall provide District-wide Parking Study Services to the DISTRICT as follows:
- a. **Overview.** The district-wide parking study will include an evaluation of the current parking supply on each campus, a survey of the parking characteristics at each of the district campuses (both at the beginning of a semester and at mid-term for various times of the day and evening), and an evaluation of the demand. Demand elements should indicate the current demand at different periods of the day and evening for each campus. The study will also show a comparative analysis of other regional community colleges parking availabilities per student load. The study will include as a summary to the collected information, a method for predicting future needs based on campus growth.
 - b. **Perform a Demand Analysis.** Evaluate current conditions, conduct surveys and use other research methods approved by the Parking Study Committee(s) to establish parking requirements for each site, and provide the required reports within the six months allotted in the contract.
 - c. **Conduct Project Meetings.** Project meetings will occur twice monthly to assess progress of the study and allow the committee(s) to provide feedback on the direction and progress of the study. The meetings will ensure the project remains appropriately focused. Minutes will be recorded by the Consultant, approved at each successive meeting and provided to the district project manager electronically.

- d. **Provide Parking Alternatives.** Using information learned through research methodologies, provide parking alternatives to address future needs. Alternatives will include creative options provided, i.e. meeting physical parking needs with additional spaces versus carpooling, mass transit or increased bicycle accommodations, etc. in no less than three configurations, in addition to a localized parking formula created to meet future needs based on a growth model. A cost analysis must be included with alternatives where appropriate, i.e., costs of a parking structure versus surface parking lot construction.
- e. **Develop Interim Report.** Using surveys, background materials and feedback provided through scheduled meetings, the Consultant will develop an interim with a committee presentation at the end of the fourth month. The committee will provide feedback three weeks after the presentation. The final report will incorporate comments received.
- f. **Final Deliverables.** Complete final parking study for acceptance by the Parking Study Committee(s) with presentations to each college.
 - 1. Final Report - Create a report using information obtained in steps one through four above. Include all appropriate formative and summative results, present conclusions and implications (i.e. cost factors or other significant impacts based on the information learned through the study). Provide recommendations for use in the strategic planning processes, such as the Education and Facilities Master Plan. The final report will be provided in both hard copy as well as electronic file in a format defined by the District.
 - 2. Presentation Requirements – Meet with each College providing a report summarizing the study results to the chosen strategic planning council. Include all appropriate formative and summative results, present conclusions and implications (i.e. cost factors or other significant impacts based on the information learned through the study) and provide recommendations for future use in the strategic planning processes, such as the Education and Facilities Master Plan.
- g. **Schedule.** The district-wide Parking Study services effort is expected to begin immediately following Board approval of the Consultant at the November 16, 2015 Board meeting and end no later than April 30, 2016.
- h. **Tasks.** The following are the expected tasks and deliverables associated with the district-wide Parking Study Services effort:
 - 1. **Task 1: Project Initiation.** Meet with the District and colleges' project team(s) to develop and finalize a detailed work plan and schedule which at a minimum will establish meeting and presentation schedules, clarify roles and responsibilities of both staff and consultant teams, and include an evaluation of methodology, in accordance with district-wide Parking Study Agreement and appropriate to meet the highest standard for the district-wide Parking Study.

- i. Deliverables:
 - a. Meeting notes
 - b. Final work plan and project schedule
 - c. Roles and Responsibilities Matrix
 - d. Evaluation of methodology
- 2. **Task 2: Research and Analysis Phase.** Review available background materials and any other relevant information and perform surveys relating to the project including, but not limited to:
 - i. Parking Lots and vehicle counts for each college
 - ii. Parking rates at other area community colleges
 - iii. Survey lot use rates at beginning of and at mid-term of campus
 - iv. Meet with staff members most knowledgeable about the Project.
 - v. Deliverables:
 - a. Summary of meeting notes with College representatives and key stakeholders
 - b. Interim and final versions of Research and Analysis findings
- 3. **Task 3: Implementation.** Based upon comments and information received through Task 2, continue work identified under “**Services**” above.
 - i. Deliverables:
 - a. Interim Report at the conclusion of the fourth month of the project
 - b. Final report at the close of the project.
 - c. A presentations will be made to each of the colleges’ strategic planning councils. (The specific forum will be determined by each College.)
- 2.3. **Coordination Efforts.** The CONSULTANT will describe any coordination issues with DISTRICT and the Contractor.
- 2.4. **Subconsultants.** The CONSULTANT is responsible for the management of their sub-consultants in order to meet the terms of all phases of this agreement. Nothing in the foregoing shall create any contractual relationship between DISTRICT and any sub-consultants employed by CONSULTANT under the terms of this Agreement. CONSULTANT is as responsible for the performance of its sub-consultants as it would be if it had rendered these services itself.

- 2.5. **Regulatory Compliance.** The CONSULTANT shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future and which are applicable to the PROJECT.

ARTICLE 3 ADDITIONAL CONSULTANT'S SERVICES

- 3.1. **Additional Services.** Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any Additional Services, CONSULTANT shall be compensated for the same in accordance with the provisions of the Agreement relating to Additional Services and the amounts indicated in Exhibit A. The DISTRICT must approve an amendment to this Agreement, fully executed, prior to CONSULTANT performing any Additional Services. The CONSULTANT shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT
- 3.2. **Notification and Authorization.** 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. Such services shall include:
- a. **Regulatory Revisions.** Making material revisions in Services when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
 - b. **Scope Change after Phase Approvals.** Providing Services required because of significant changes made in the PROJECT including, but not limited to, size, quality, and complexity.

ARTICLE 4 TERMS OF SERVICE

- 4.1. **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.
- 4.2. **Term.** Services under this Agreement shall be diligently performed by the CONSULTANT for six months. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions.
- 4.3. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in EXHIBIT A.
- 4.4. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. **Purchase and Maintain Insurance.** 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.** CONSULTANT shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which CONSULTANT may be liable. CONSULTANT shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by CONSULTANT. The Employer's Liability Insurance required of CONSULTANT hereunder may be obtained by CONSULTANT as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by CONSULTANT hereunder.
- b. **Comprehensive general and auto liability.** CONSULTANT shall purchase and maintain Commercial General Liability and Property Insurance as will protect CONSULTANT from the types of claims set forth below which may arise out of or result from CONSULTANT'S services under this Agreement and for which CONSULTANT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CONSULTANT'S employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to CONSULTANT'S obligations under this Agreement; and (vi) for completed operations.

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. **Additional Insured.** Each policy of insurance required in (b) above shall name DISTRICT and its officers, and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that

not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

5.2. **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be canceled without at least thirty (30) days advance written notice to the DISTRICT.

5.3. **Insurance Evidenced.** 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.

5.4. **Coverage Amounts**

Insurance Policy	Minimum coverage Amount
Workers Compensation	In accordance with applicable law
Comprehensive General and Auto Liability	One Million dollars (\$1,000,000)

ARTICLE 6 COMPENSATION TO THE CONSULTANT

6.1. **Contract Price for Services.** The Contract Price for the CONSULTANTS performance of the District-wide Parking Study Project. Services under this Agreement shall consist of the following lump sum prices:

a.	Task One	\$ 8,250
b.	Task Two	\$ 42,500
c.	Task Three	\$ 47,000
d.	Subtotal	\$ 97,750
e.	Reimbursable Cost	\$ 3,500
f.	Total	\$101,250

6.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the

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

- 6.3. **CONSULTANT Monthly Billing Statements.** CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT.
- 6.4. **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 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 CONSULTANT or any Contractor.
- 6.5. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CONSULTANT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.6. **Payment in Full.** This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.
- 6.7. **Monthly Payments.** Payments for CONSULTANT services shall be made monthly and, where applicable, shall be 95% of the services performed within each phase of service, on the basis set forth in paragraph 1. 100% payment will be made upon DISTRICT acceptance of each phase.
- 6.8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT'S invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9. **Schedule Delay.** To the extent that the time initially established for the completion of CONSULTANT'S services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates (See EXHIBIT A) or as a fixed fee.

- 6.10. **Reimbursable Expenses** incurred by the CONSULTANT and CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT'S review. The DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.
- a. Reimbursable expenses are in addition to compensation for Original and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT.
 - b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. CONSULTANT'S normal travel expense (including to and from the PROJECT) and meals are excluded.
 - c. Expense of reproductions (except those needed for the use of the CONSULTANT and his or her CONSULTANTS or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT'S prior written approval.
 - d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
 - e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT'S Services will be reimbursed.
 - f. For reimbursable expenses, compensation shall be computed at a multiple of 1.05 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 1.05 times the amounts billed to the CONSULTANT for such services.
- 6.11. **Non Waiver of Rights.** 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.

ARTICLE 7 CONSULTANT'S WORK PRODUCT

- 7.1. **DISTRICT Ownership of Documents.** The documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. CONSULTANT grants to DISTRICT the right to reuse all or part of the fore mentioned documents at its sole discretion. If documents are reused for any reason, then the DISTRICT agrees

that CONSULTANT shall not be responsible for any reuse of the documents. The DISTRICT is not bound by this AGREEMENT to employ the services of CONSULTANT in the event such documents are reused. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.

- 7.2. **Documentation.** The CONSULTANT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, CONSULTANT and Contractor during all phases of the PROJECT and concerning associated material conditions in the work. The CONSULTANT shall provide a monthly copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 7.3. **Electronic Copy of Documents.** The CONSULTANT shall perform the work under this agreement using CAD software and office suite products and shall deliver electronic copy via CD, DVD or thumb drive in both the software format and PDF format upon completion. If work is terminated prior to contract completion, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.4. **Copyright/Trademark/Patent.** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT'S express written permission, except CONSULTANT shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. 30 day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.
- 8.2. **Termination for Cause.** DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of

such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

- 8.3. **Termination by Either Party.** This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the CONSULTANT. This AGREEMENT may be terminated by either party upon not less than 7 days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
- 8.4. **Suspension of PROJECT.** The DISTRICT may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CONSULTANT not less than fifteen days prior to the suspension date. 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.
- 8.5. **Abandonment of PROJECT.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.
- 8.6. **Non Payment.** The DISTRICT'S failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.
 - a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
 - b. 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.
 - c. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.7. **CONSULTANT Compensation.** The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.8. **Liability for DISTRICT Damages.** In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date

of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT'S failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

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

- f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **DISTRICT Provided Information.** The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria.
- 10.2. **DISTRICT Representative.** 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. CONSULTANT shall consult with authorized employees, agents, and representatives of DISTRICT relative to the Project. However, CONSULTANT shall accept directives only from DISTRICT'S designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify CONSULTANT in writing if, at its sole option, it makes a change in the DISTRICT representative. Unless modified by written notice by the DISTRICT to the CONSULTANT, the DISTRICT Representative is:

John Edwards, Director of Site Development

- 10.3. **DISTRICT Notification.** The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the 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.
- 10.4. **Reliable Information.** The CONSULTANT may rely on the information provided by DISTRICT but only to the extent such reliance is consistent with CONSULTANT'S obligations under this agreement

ARTICLE 11 MISCELLANEOUS

- 11.1. **Affirmative Action.** CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. **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.

- 11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of CONSULTANT'S work whether by DISTRICT or others, shall not relieve CONSULTANT from responsibility for errors and omissions in CONSULTANT'S work.
- 11.5. **Cumulative Rights; Non 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. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Definitions** Not Used
- 11.7. **Employment with Public Agency.** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
- 11.8. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
- 11.9. **Independent Contractor.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT'S employees.
- 11.10. **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.
- 11.11. **Non-Assignment.** The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with

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

- 11.12. **Permits/Licenses.** CONSULTANT and all CONSULTANT'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.13. **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.14. **Communications** between the parties shall be sent to the following addresses:
- | | |
|--|--|
| DISTRICT | CONSULTANT |
| John Edwards | Michael Pendergrass |
| South Orange County | Watry Design, Inc. |
| Community College DISTRICT | 17310 Red Hill Avenue, Suite 285 |
| 28000 Marguerite Parkway | Irvine, CA 92660 |
| Mission Viejo, CA 92692 | |
| jedwards@socccd.edu | mpendergrass@watrydesign.com |
| COPY | |
| Dr. Debra L. Fitzsimons | |
| South Orange County | |
| Community College District | |
| 28000 Marguerite Parkway | |
| Mission Viejo, CA 92692 | |
| dfitzsimons@socccd.edu | |
- 11.15. **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.
- 11.16. **Entire Agreement / Amendment.** This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

11.17. **Binding Agreement.** The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

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

DISTRICT

CONSULTANT

South Orange County Community College District

Watry Design, Inc.

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

Michael Pendergrass
Associate Principal

(Date)

(Date)

(Taxpayer number)

EXHIBIT A ADDITIONAL SERVICES

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

1. Making revisions in the documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the DISTRICT.
 - 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 failure to respond to a written request from the CONSULTANT within a reasonable time, as requested by CONSULTANT.
2. Providing services required because of significant documented changes in the PROJECT initiated by the DISTRICT, including but not limited to, size, quality, complexity, the DISTRICT'S schedule.

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	\$265
Associate Principal	\$210
Senior Project Manager	\$190
Project Manager	\$180
Assistant Project Manager	\$170
Senior Project Engineer	\$180
Project Engineer	\$170
Senior Project Architect	\$180
Project Architect	\$170
Senior Job Captain	\$170
Job Captain	\$165
Senior Designer	\$155
Staff Designer	\$145
Project Administrator	\$120
Administrator	\$110

** Indicates 10% administrative mark-up has been applied

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Use of the WSCA/NASPO Dell Marketing, LP Contract for Computer Equipment and Related Devices

ACTION: Approval

BACKGROUND

Scheduled computer replacement is an ongoing necessity as technology advances each year. The colleges have selected equipment manufactured by Dell Marketing, LP as the standard for certain uses and therefore, orders for Dell computers and related devices are routinely placed according to needs and available budgets.

The National Association of State Procurement Officials/Western States Contracting Alliance (NASPO/WSCA) is an coalition of many states providing its members with better purchasing power offered through 'direct from the manufacturer' volume discounts. The State of Minnesota, in association with NASPO/WSCA, has awarded Master Price Agreement No. MNWNC-108 to Dell Marketing, LP, effective April 1, 2015 through March 31, 2017. The State of California approved the usage of this agreement effective October 1, 2015 to run through March 31, 2017, in accordance with State of California Participating Addendum No. 7-15-70-34-003.

STATUS

The NASPO/WSCA contract and the California Participating Addendum have been reviewed and approved for use by the Orange County Department of Education Legal Counsel and is available for review in the Facilities Planning and Purchasing department.

Total cost of Dell equipment purchases may vary by college and district and will be contingent upon the availability of funds for each transaction.

Funds are provided from a variety of accounts including basic aid allocations and department operations budgets.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the use of Master Price Agreement No. MNWNC-108 awarded to the State of Minnesota, in association with NASPO/WSCA, and approved for usage by the State of California pursuant to the California Participating Addendum No. 7-15-70-34-003. This approval applies to purchases made within the term of the agreement and is contingent upon verification of the availability of funds for each transaction.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 15-40 to Amend FY 2015-2016 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 2015-2016 Adopted Budget.

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

General Fund

Global Trade and Logistics at Saddleback College	\$4,868
Full-time Student Success Grant (FTSSG) at Irvine Valley College	\$161,400
Full-time Student Success Grant (FTSSG) at Saddleback College	\$177,600
Cooperative Agencies Resources for Education (CARE) at Saddleback College	\$20,512
Extended Opportunity Programs and Services (EOPS) at Saddleback College	\$200,532
Total Increase to the General Fund	

\$564,912

Total Budget Amendment

\$564,912

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 15-40 to amend the FY 2015-2016 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION 15-40

November 16, 2015

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$564,912 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2015-2016 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>
8600	State Revenue	\$564,912
		<u>\$564,912</u>

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
1000	Academic Salaries	\$52,461
2000	Classified Salaries	\$1,659
3000	Fringe Benefits	(\$18,032)
4000	Books and Supplies	\$27,076
5000	Other Operating Expenses and Services	(\$1,941)
7000	Other Outgoing	\$503,689
		<u>\$564,912</u>
	Total Budget Amendment	<u>\$564,912</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT FY 2015-2016

GENERAL FUND

RESOLUTION 15-40

November 16, 2015

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 \$564,912 duly and regularly adopted by the said Board at a regular meeting thereof held on November 16, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of November 2015.

Gary L. Poertner
Secretary to the Board of Trustees

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
November 16, 2015

SADDLEBACK COLLEGE

Gift	Donated By
Books	Ana Maria Cobos
Books	Andrea Hernandez-Reyna
Books	Wendy Gordon
Books	Vernon Watkins
Books	Barbara Joy
Books	Christina Ghanbarpour
Books	Christina Acosta
Books	Cal Nelson
Books	Paula Jacobs
Tools	Sanovik Coromant
2008 Smart Car	Mercedes-Benz of Laguna Nigel

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Transfer of Budget Appropriations
ACTION: Ratification

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, 2015 and in accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations are summarized on EXHIBIT A and presented for ratification.

RECOMMENDATION

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TRANSFER OF BUDGET APPROPRIATIONS SUMMARY

For the period 10-01-15 through 10-28-15

General Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
1000	Academic Salaries	\$63,300	
2000	Classified Salaries		\$133,039
3000	Fringe Benefits		\$55,447
4000	Books and Supplies	\$44,458	
5000	Other Operating Expenses & Services	\$162,891	
6000	Capital Outlay		\$82,163
Total Transfers - General Fund		<u>\$270,649</u>	<u>\$270,649</u>

Capital Outlay Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
4000	Books and Supplies		\$10,000
6000	Capital Outlay	\$10,000	
Total Transfers - Capital Outlay Fund		<u>\$10,000</u>	<u>\$10,000</u>

Self-Insurance Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
4000	Books and Supplies		\$5,000
5000	Other Operating Expenses & Services		\$54,000
6000	Capital Outlay		\$6,000
7000	Other Outgo	\$65,000	
Total Transfers - Self-Insurance Fund		<u>\$65,000</u>	<u>\$65,000</u>

Total Transfers	<u>\$345,649</u>	<u>\$345,649</u>
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TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Purchase Orders and Checks

ACTION: Ratification

BACKGROUND

In accordance with the provisions of Article 4 of Chapter 8 of the California Education Code, commencing with Sections 85230, purchase orders and checks are submitted for ratification by the Board of Trustees.

STATUS

Purchase orders over \$5,000 amounting to \$765,334.11 and an additional 198 purchase orders below \$5,000 amounting to \$154,749.26 for a combined total of \$920,083.37 are submitted to the Board of Trustees for approval. The purchase order list is provided in order of supplier (EXHIBIT A), and in order of amount (EXHIBIT B).

The district processed 741 checks in the amount of \$8,033,042.08 as summarized and submitted for the approval by the Board of Trustees (EXHIBIT C).

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the purchase orders and checks in EXHIBIT A through EXHIBIT C.



South Orange County Community College District

EXHIBIT A
Page 1 of 1

Purchase Order Ratification (Supplier)

October 8, 2015 through October 27, 2015

<u>PO Number</u>	<u>Supplier</u>	<u>Description</u>	<u>Amount</u>
P171688	American Association of Community Colleges	Annual Dues January-December 2016.	12,626.00
P171779	American Foothill Publishing Co., Inc.	Lariat's Printing and Delivery Charges.	9,600.00
P171756	Apple Computer, Inc.	Mac Computers For Technology Services	9,378.72
P171704	Applied Science Laboratories	Eye Tracking System for Psychology Lab	23,733.36
P171732	CDW Government, Inc.	SSSP Monitors for Counselors	39,199.68
P171733	CDW Government, Inc.	SSSP Laptops for Educational Plans	13,198.68
P171766	CDW-G Computer Centers	Replacement Equipment Laptops	6,724.84
P171844	Contract Paper Group, Inc.	White Stores Paper	21,527.86
P171670	CPP, Inc.	SkillsOne Online System - 500 MBTI	6,775.00
P171658	Datamax O'Neil	Permit Dispenser Rolls & Citation Rolls	6,000.00
P171659	Garaventa Ltd.	Evacuation Chairs	21,361.00
P171690	Krueger International	Furniture: CEC Classrooms, B230	47,202.80
P171797	Modern Postcard	Printing and Postage for District Postcard	46,800.87
P171855	Orange County Business Journal	Economic & Workforce Development	5,464.80
P171717	Paton Group	100w Laser Engraver/Cutter	21,892.00
P171689	QuickStart Intelligence	SharePoint Training for Marketing Webmaster	7,680.00
P171672	Resilient Communications Inc.	Replace Phone Hardware in Classrooms	152,652.97
P171786	SOCCCD Student Financial Aid Fed/State PRG	Disbursements for Full Time Student Success Grant	161,400.00
P171762	Systems Source, Inc.	Locking Metal Storage Cabinets	5,972.55
P171655	Team Pride Athletic Apparel	Athletic Uniform Supplies	7,095.72
P171785	Ward's Science	Supplies for Additional Human Anatomy Lab	24,228.14
P171740	Xerox Corporation	Xerox Copier New Fleet	63,145.44
P171630	Xerox Corporation	Xerox D136CP Copier for Duplicating Center	51,673.68
Total for Purchase Orders Over \$5,000			765,334.11
198 Purchase Orders Under \$5,000			154,749.26
TOTAL PURCHASE ORDERS \$			920,083.37



South Orange County Community College District

EXHIBIT B
Page 1 of 1

Purchase Order Ratification (Amount)

October 8, 2015 through October 27, 2015

<u>PO Number</u>	<u>Supplier</u>	<u>Description</u>	<u>Amount</u>
P171786	SOCCCD Student Financial Aid Fed/State PRG	Disbursements for Full Time Student Success Grant	161,400.00
P171672	Resilient Communications Inc.	Replace Phone Hardware in Classrooms	152,652.97
P171740	Xerox Corporation	Xerox Copier New Fleet	63,145.44
P171630	Xerox Corporation	Xerox D136CP Copier for Duplicating Center	51,673.68
P171690	Krueger International	Furniture: CEC Classrooms, B230	47,202.80
P171797	Modern Postcard	Printing and Postage for District Postcard	46,800.87
P171732	CDW Government, Inc.	SSSP Monitors for Counselors	39,199.68
P171785	Ward's Science	Supplies for Additional Human Anatomy Lab	24,228.14
P171704	Applied Science Laboratories	Eye Tracking System for Psychology Lab	23,733.36
P171717	Paton Group	100w Laser Engraver/Cutter	21,892.00
P171844	Contract Paper Group, Inc.	White Stores Paper	21,527.86
P171659	Garaventa Ltd.	Evacuation Chairs	21,361.00
P171733	CDW Government, Inc.	SSSP Laptops for Educational Plans	13,198.68
P171688	American Association of Community Colleges	Annual Dues January-December 2016.	12,626.00
P171779	American Foothill Publishing Co., Inc.	Lariat's Printing and Delivery Charges.	9,600.00
P171756	Apple Computer, Inc.	Mac Computers For Technology Services	9,378.72
P171689	QuickStart Intelligence	SharePoint Training for Marketing Webmaster	7,680.00
P171655	Team Pride Athletic Apparel	Athletic Uniform Supplies	7,095.72
P171670	CPP, Inc.	SkillsOne Online System - 500 MBTI	6,775.00
P171766	CDW-G Computer Centers	Replacement Equipment Laptops	6,724.84
P171658	Datamax O'Neil	Permit Dispenser Rolls & Citation Rolls	6,000.00
P171762	Systems Source, Inc.	Locking Metal Storage Cabinets	5,972.55
P171855	Orange County Business Journal	Economic & Workforce Development	5,464.80
Total for Purchase Orders Over \$5,000			765,334.11
198 Purchase Orders Under \$5,000			154,749.26
TOTAL PURCHASE ORDERS \$			920,083.37



South Orange County Community College District

EXHIBIT C

Page 1 of 1

Check Ratification

October 8, 2015 through October 27, 2015

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
General Fund	619	4,115,501.27
SC Community Education	11	39,746.70
IVC Community Education	1	10,481.80
Child Development Fund	12	7,046.13
Capital Outlay Fund	76	3,484,369.83
Insurance Fund	4	2,255.74
Retiree Benefit Fund	2	359,595.64
SC Associated Student Government	8	5,571.81
IVC Associated Student Government	8	8,473.16
Total Checks	741	\$8,033,042.08

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: October 2015 Change Orders / Amendments

ACTION: Ratification

BACKGROUND

On October 26, 2015, the board authorized the Chancellor/designee to execute change orders/amendments up to \$100,000 for board ratification. During October 2015, the following change orders/amendments were reviewed and approved by the Vice Chancellor of Business Services.

Exhibit	Contractor Name / Description	Change Order Amount	Revised Total Contract Amount
A	<u>Swinerton Builders</u> Liberal Arts Building project Change Order No. 6 – for project additions and deletions for criteria and programming architectural services through May 15, 2016 Irvine Valley College	\$5,572	\$9,261,306
B	<u>Lionakis</u> Liberal Arts Building project Amendment No.2 – for an extension of criteria and programming architectural services through May 15, 2016. Irvine Valley College	\$17,000	\$359,672
C	<u>Alternative Delivery Systems, LLC</u> Liberal Arts Building project Amendment No. 1 – for an extension of design-build consultant services through May 31, 2016 Irvine Valley College	\$29,600	\$159,840

**AMENDMENT NO. 2
TO CRITERA ARCHITECTURAL SERVICES AGREEMENT
FOR
LIBERAL ARTS BUILDING PROJECT - IRVINE VALLEY COLLEGE
ATEP SITE IMPROVEMENTS**

November 16, 2015

THIS AMENDMENT shall modify the original agreement dated May 01, 2012 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and Lionakis, 4000 MacArthur Blvd., Suite 101, Newport Beach, California, 92660, hereinafter referred to as "CONSULTANT."

WHEREAS, Article III, paragraph 2 of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

WHEREAS, Article VI, paragraph 1 establishes the compensation of the agreement at a total contract value of \$372,860; and

WHEREAS, Exhibit A, paragraphs 2 & 3 define scope of services for both the A400 Design Build (Liberal Arts Building) Project and the ATEP Site Development; and

WHEREAS, the scope of services has increased on the Liberal Arts Building Project by \$17,500 to ensure conformance between defined criteria and construction, and the contract period has been extended through May 15, 2016; and

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

PROVIDE SUPPLEMENTAL A/E SERVICES

Original Contract Amount:	\$372,860
Amendment No. 1	(\$ 30,688)
Amendment No. 2	<u>\$ 17,500</u>
Total Contract Amount	<u>\$359,672</u>

IN WITNESS HEREOF, the Parties have executed this Amendment No.2 as of the date set forth above.

"DISTRICT"
South Orange County Community College District

"CONSULTANT"
Lionakis

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

By: _____
Dave Younger
Principal

Date: _____

Date: _____

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
FOR
LIBERAL ARTS BUILDING PROJECT
IRVINE VALLEY COLLEGE**

November 16, 2015

THIS AMENDMENT shall modify the original agreement dated April 30, 2013 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and Alternative Delivery Solutions, LLC 24396 Tropicana Place, Laguna Niguel, CA 92677, hereinafter referred to as "CONSULTANT".

WHEREAS, Article III, paragraph 2 of the original agreement establishes that written authorization must be obtained before providing additional services; and

WHEREAS, Article I, paragraph 1 and Exhibit B establishes term of service as "close of project" or 27 months; and

WHEREAS, the original contract value must be augmented to allow services to continue through the extended period to May 31, 2016; and

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

Provide professional services through May 31, 2016, with monthly billable rate of \$5,920 starting on January 01, 2016.

Original Contract Amount:	\$ 130,240
Amendment No. 1	<u>\$ 29,600</u>
Total Contract Amount	\$ 159,840

IN WITNESS HEREOF, the Parties have executed this Amendment No.1 as of the date set forth above.

"DISTRICT"
South Orange County Community College District

"CONSULTANT"
Alternative Delivery Systems, LLC.

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

By: _____
Robert J. Hartung
President

Date: _____

Date: _____

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
 Liberal Arts Building Project at Irvine Valley College
 Board Change Order No. 6

November 16, 2015

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved CORs	BCO # 6 COR Total	REVISED CONTRACT AMOUNT
307	Design-build	Swinerton Builders		\$8,850,000	405,734	5,572	\$9,261,306
			TOTAL	\$8,850,000	405,734	5,572	\$9,261,306

PCO No.	Date	Field Order (FO) Description	Requested	Status	Amount	Added Days
41	10/14/15	Credit for projector mount change	District	Reviewed	-3,420	
43	10/14/15	Credit for marker board modifications	District	Reviewed	-738	0
44	10/23/15	ADD (2) 70 amp breakers in IDF room	District	Reviewed	9,730	0
		Total			\$5,572	0

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: October 2015 Change Orders/Amendments

ACTION: Approval

BACKGROUND

On October 26, 2015, the board authorized the Chancellor/designee to execute change orders/amendments up to \$100,000 for board ratification. During October 2015, the following change orders/amendments exceed the ratification limit and are recommended by the Vice Chancellor of Business Services for Board approval.

Exhibit	Contractor Name / Description	Change Order Amount	Revised Total Contract Amount
A	<u>gkkworks</u> IVC Liberal Arts Building project Amendment No. 2 – for an extension of construction management services through May 31, 2016. SOCCCD	\$169,755	\$560,155

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the change orders/ amendments incorporated herein and further detailed in the identified exhibits.

**AMENDMENT NO. 2
TO CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
FOR
LIBERAL ARTS BUILDING PROJECT
IRVINE VALLEY COLLEGE**

November 16, 2015

THIS AMENDMENT shall modify the original agreement dated June 24, 2014 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and gkkworks, 2355 Main Street Suite 220, Irvine, California, 92614, hereinafter referred to as "CONSULTANT".

WHEREAS, Article III, paragraph 2 of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

WHEREAS, Article VI, paragraph 1 establishes the compensation of the agreement at \$390,400; and Article IV established the term of service as 12 months; and

WHEREAS, the need for services on the Liberal Arts Building Project is extended through May 31, 2016; and

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

Provide construction management services through May 31, 2016, to be billed in equal monthly increments of \$26,995 beginning October 01, 2015 for an additional cost \$169,755 beyond the existing balance of \$46,205.

Original Contract Amount:	\$390,400
Amendment No. 1	\$ 0
Amendment No. 2	<u>\$169,755</u>
Total Contract Amount	<u>\$560,155</u>

IN WITNESS HEREOF, the Parties have executed this Amendment No.2 as of the date set forth above.

"DISTRICT"
South Orange County Community College District

"CONSULTANT"
gkkworks

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

By: _____
Stephen Dunn
Principal

Date: _____

Date: _____

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: October 2015 Contracts

ACTION: Ratification

BACKGROUND

On January 16, 2007, the board authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$100,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$86,000 for equipment, supplies and maintenance projects. During October 2015, 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

<u>McCallum Group, Inc</u> Advocacy Agreement – For legislative advocacy services. District Services	\$87,500.00
<u>Santa Clarita Community College District</u> Grant Sub-Agreement – To provide training courses in Health Science and Computer Information Systems. Saddleback College	\$77,162.00 (revenue)
<u>Orange County Community Foundation</u> Grant Agreement – To provide support services to post 9/11 veterans and their families. Irvine Valley College	\$75,000.00 (revenue)
<u>codeCampus</u> Educational Services Agreement – For community education computer science classes. Saddleback College	\$52,000.00
<u>Xerox</u> Purchase Agreement – For purchase of new copier in Duplicating center. Irvine Valley College	\$47,846.00
<u>OneSource Virtual, Inc.</u> Consulting Agreement – To provide specialized Human Resource and Finance services. District Services	\$42,000.00

<u>tBP Architecture</u> Construction Agreement – For architectural services to replace and resurface the floors in the PE building. Irvine Valley College	\$34,000.00
<u>Micro Vention, Inc.</u> Contract Education Services Agreement – To provide contract educational instruction/training classes at ATEP. Irvine Valley College	\$28,770.00 (revenue)
<u>University of Central Florida</u> Sub-Award Agreement Amendment – To fund FY 2015-2016 for OP-TEC award for Photonics Technology program. Irvine Valley College	\$25,000.00 (revenue)
<u>Altaware</u> Software Maintenance Agreement – For support and maintenance of network access control hardware. District Services	\$22,500.00
<u>lynda.com</u> Software License Agreement – To purchase a site license for online education for Saddleback and Irvine Valley College faculty and staff. Irvine Valley College and Saddleback College	\$22,200.00
<u>Pencilbox, LLC</u> Independent Contractor Agreement – To provide consultant services for the Major2Career project. Irvine Valley College	\$12,500.00
<u>Strategic Kids</u> Educational Services Agreement – For after-school chess classes at CUSD. Saddleback College	\$12,000.00
<u>Comversa, Inc.</u> Amendment No 1 – For additional after-school language classes, amendment of \$8,175 for new total of \$12,000. Saddleback College	\$12,000.00
<u>Rancho Santiago Community College District</u> Grant Sub- Agreement – To provide small business and entrepreneurship curriculum projects. Saddleback College	\$10,400.00 (revenue)
<u>Campus Concerts</u> Independent Contractor Agreement – To provide contracted musicians for FY2015-2016 concert season. Irvine Valley College	\$10,000.00

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

<u>Drew & Associates</u> Independent Contractor Agreement – To provide design and development of grant proposals. Irvine Valley College	\$10,000.00
<u>Lazy W Ranch</u> Facility Use Agreement – For a training retreat for ASG members, October 23, 2015 to October 24, 2015 Irvine Valley College (ASG-IVC)	\$9,284.00
<u>County of Orange</u> Grant Agreement – To provide training programs and curriculum for the WIF Veterans Pipeline Initiative. Saddleback College	\$8,886.57 (revenue)
<u>National CineMedia</u> Advertising Agreement – To provide cinema advertising to promote campus. Irvine Valley College	\$8,180.00
<u>New Vision Construction</u> Construction Agreement – To install wall at storage room in the PE gym. Saddleback College	\$7,925.00
<u>Paton Group</u> Software License and Maintenance Agreement – To upgrade MasterCAM software, increase licenses and renew maintenance agreement. Saddleback College	\$7,700.00
<u>Dell</u> Maintenance Agreement – For server maintenance and support for Technology Services. Irvine Valley College	\$7,454.36
<u>Primal Pictures</u> Software Agreement – For anatomy software for the Dance department. Irvine Valley College	\$7,435.00
<u>Community College Library Consortium</u> Software License Agreement – For subscription renewal of library databases. Irvine Valley College	\$7,244.15
<u>Extensis</u> Software Agreement – For a photo server to store digital photos for the Marketing department. Irvine Valley College	\$6,848.00

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

<u>EMCOR, Mesa Energy Systems</u> Construction Agreement – For an emergency repair to the blower motor at BSTIC. Irvine Valley College	\$6,081.00
<u>R2A Architecture</u> Construction Agreement – For architectural services for floor plan drawings of offices in BGS building. Saddleback College	\$4,900.00
<u>AG Construction</u> Construction Agreement – For installation of new door frame in SSC 260. Irvine Valley College	\$4,783.00
<u>Andrew Gomez</u> Amendment No 1 – To include California State sales tax and additional production of materials amendment of \$1,480.50 for new total of \$4,480.50. Irvine Valley College	\$4,480.50
<u>Purple Communications</u> Independent Contractor Agreement – For interpreting services for a employee. Irvine Valley College	\$4,000.00
<u>ie Innovative Educators</u> Independent Contractor Agreement – To provide live professional development webinars for the Matriculation department. Saddleback College	\$3,995.00
<u>Mary Williams</u> Independent Contractor Agreement – To provide consultant services for grants in the Economic and Workforce Development office. Saddleback College	\$3,750.00
<u>EMCOR, Mesa Energy Systems</u> Construction Agreement – For an emergency repair to the air handler at BSTIC powerhouse 2. Irvine Valley College	\$3,475.00
<u>Cal Building Systems</u> Independent Contractor Agreement – For installation of new patch cables to provide connection to fire alarm system throughout the campus. Irvine Valley College	\$3,358.00
<u>Qualtrics, LLC</u> Software License Agreement – For renewal of software used for surveys in Research and Planning department. Saddleback College	\$3,000.00

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

<u>Kate Fuentes</u> Independent Contractor Agreement – To provide various game day services for home athletic events. Saddleback College	\$3,000.00
<u>Kevin Mota</u> Independent Contractor Agreement – To provide various game day services for home athletic events. Saddleback College	\$3,000.00
<u>Stephen Henkle</u> Independent Contractor Agreement – To provide various game day services for home athletic events. Saddleback College	\$3,000.00
<u>Gerald Hannula</u> Independent Contractor Agreement – To provide various game day services for home athletic events. Saddleback College	\$3,000.00
<u>John Fedchok</u> Independent Contractor Agreement – For guest trombonist for Theatre Arts FY 2015-2016. Saddleback College	\$2,500.00
<u>Jerald Enos</u> Independent Contractor Agreement – For guest scenic designer for Theatre Arts FY 2015-2016. Saddleback College	\$2,500.00
<u>Quezada Pro Landscape</u> Independent Contractor Agreement – For tree trimming services at ATEP. Irvine Valley College	\$2,440.00
<u>Steve Richardson</u> Independent Contractor Agreement – For guest speaker at the Veteran Leadership Academy. Irvine Valley College	\$2,400.00
<u>Katharine Brooks</u> Independent Contractor Agreement – For consultant services for website ideas and development for the CCCCCO grant. Saddleback College	\$2,000.00
<u>Paton Group</u> Software License Agreement – For software on-site training support and demonstration. Saddleback College	\$1,963.60
<u>Heide Lehwalder</u> Independent Contractor Agreement – To provide a harp rental to the School of Fine Arts. Irvine Valley College	\$1,760.00

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

<u>LaRhonda Crosby-Johnson</u> Independent Contractor Agreement – A presenter at the Orange County Veterans Leadership Summit, November 19 to November 21, 2015. Irvine Valley College	\$1,750.00
<u>Dunkel Bros</u> Independent Contractor Agreement – To relocate machinery to Village 33. Saddleback College	\$1,750.00
<u>JAMF Software</u> Software License Agreement – For trial of software which manages services for Mac devices campus-wide. Saddleback College	\$1,500.00
<u>Tribe Pro Audio</u> Independent Contractor Agreement – For guest audio engineering for Theatre Arts FY 2015-2016. Saddleback College	\$1,200.00
<u>Robert Platz</u> Independent Contractor Agreement – For guest guitarist for Theatre Arts FY 2015-2016. Saddleback College	\$1,040.00
<u>Priyanka Venkatesh</u> Independent Contractor Agreement – For guest violinist for Theatre Arts FY 2015-2016. Saddleback College	\$1,040.00
<u>Chris McCarthy</u> Independent Contractor Agreement – For guest bass player for Theatre Arts FY 2015-2016. Saddleback College	\$1,040.00
<u>Ryan Navales</u> Independent Contractor Agreement – For guest guitarist for Theatre Arts FY 2015-2016. Saddleback College	\$1,040.00
<u>Natalya Shkoda</u> Independent Contractor Agreement – For guest classical keyboardist, October 18, 2015. Saddleback College	\$1,000.00
<u>Kyle Kosidowski</u> Independent Contractor Agreement – To provide worker support during home games for Athletics department. Saddleback College	\$1,000.00

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

<u>Edmund Cleave</u> Independent Contractor Agreement – To provide various game day services for home athletic events. Saddleback College	\$700.00
<u>EMCOR, Mesa Energy Systems</u> Independent Contractor Agreement – For HVAC diagnostics at BSTIC. Irvine Valley College	\$665.00
<u>Economic Alternatives, Inc.</u> Independent Contractor Agreement – For water treatment services for Life Science Building (B400). Irvine Valley College	\$600.00
<u>South Coast Fire Protection</u> Service Agreement – For testing of fire suppression system in storage facility and cafeteria. Irvine Valley College	\$588.04
<u>Technic Business Solutions</u> Service Agreement – To repair the cutter in the Duplicating center. Irvine Valley College	\$588.00
<u>ZOHO Corp</u> Software Maintenance and Support Agreement – For annual maintenance and support of security software. District Services	\$582.00
<u>Fourwinds</u> Software License Agreement – To renew software license for digital signage display at the Veterans Center. Irvine Valley College	\$531.30
<u>Ken's Locksmithery</u> Independent Contractor Agreement – For safe lock replacement. Saddleback College	\$503.40
<u>Premier Fitness Service</u> Independent Contractor Agreement – For repairs to equipment in the Life Fitness Center and weight training room. Irvine Valley College	\$500.00
<u>Vladimir Khomiakov</u> Independent Contractor Agreement – For guest pianist for Reflections of the Ocean Classical Keyboard series, September 20, 2015. Saddleback College	\$500.00

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

<u>Dr. Tom Boellstorff</u> Independent Contractor Agreement – For guest speaker for the Anthropology department. Saddleback College	\$500.00
<u>EMCOR, Mesa Energy Systems</u> Construction Agreement – For an emergency repair to the condenser fan at LSB. Irvine Valley College	\$499.00
<u>Daikin</u> Independent Contractor Agreement – For HVAC software for a chiller. Irvine Valley College	\$480.00
<u>Pacific Parking</u> Independent Contractor Agreement – For relocation of parking permit machines in parking lot 9. Saddleback College	\$380.00
<u>SARS Software Products, Inc.</u> Software License Agreement – To allow text notifications from the Counseling department to their students. Irvine Valley College	\$360.00
<u>FunFlicks Outdoor Movies</u> Event Rental Agreement – For movie screen rental, Jurassic World on October 7, 2015. Saddleback (ASG)	\$345.89
<u>Vocational Biographies</u> Software Agreement – For online research of career biographies. Saddleback College	\$325.00
<u>Cox Communications</u> Service Agreement – To provide two additional TV circuits for the Library Video department. Irvine Valley College	\$324.00
<u>Julie Nace</u> Independent Contractor Agreement – A proctor for the National Registry exam, required for Paramedic licensing. Saddleback College	\$300.00
<u>Cynthia Ann Penderghast</u> Independent Contractor Agreement – For guest violinist for Symphony Orchestra, October 10, 2015. Saddleback College Foundation	\$255.00
<u>Esther Kang</u> Independent Contractor Agreement – For guest violinist for Symphony Orchestra, October 10, 2015. Saddleback College Foundation	\$255.00

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

<u>Maryann McNamara</u> Independent Contractor Agreement – For guest percussion artist for Wind Ensemble, October 9, 2015. Saddleback College Foundation	\$255.00
<u>Maya Horikawa</u> Independent Contractor Agreement – For guest violinist for Symphony Orchestra, October 10, 2015. Saddleback College Foundation	\$255.00
<u>Nicholas Patrick Gilroy</u> Independent Contractor Agreement – For guest percussionist for Symphony Orchestra, October 10, 2015. Saddleback College Foundation	\$255.00
<u>Shannon Yoshinaga</u> Independent Contractor Agreement – For guest percussion artist for Wind Ensemble, October 9, 2015. Saddleback College Foundation	\$255.00
<u>Adrianna Triggs</u> Independent Contractor Agreement – For guest violinist for Symphony Orchestra, October 10, 2015. Saddleback College Foundation	\$255.00
<u>Sharon Jakubecy</u> Independent Contractor Agreement – To present a Master Class for School of Fine Arts, September 24, 2015. Irvine Valley College	\$250.00
<u>Tatsuya Nakatani</u> Independent Contractor Agreement – To present a Master Class for Fine Arts, November 9, 2015. Saddleback College	\$250.00
<u>Andy Arnold</u> Independent Contractor Agreement – For guest speaker for the Psychology department, October 20, 2015. Saddleback College	\$250.00
<u>Shift4</u> Addendum – For installation services for payment processing software. District Services	\$250.00
<u>Anthony Xanthos</u> Independent Contractor Agreement – For guest bassist for Theatre Arts, FY 2015/2016. Saddleback College	\$240.00
<u>Ryan Dragon</u> Independent Contractor Agreement – For guest trombonist for Jazz concert, November 6, 2015. Saddleback College Foundation	\$200.00

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

<u>Kirsten Edkins</u> Independent Contractor Agreement – For guest saxophonist for Master Class, October 12, 2015. Saddleback College	\$200.00
<u>Madelyn Enochs</u> Independent Contractor Agreement – To provide various game day services for home athletic events. Saddleback College	\$200.00
<u>Daisy Bautista</u> Independent Contractor Agreement – For guest speaker for the Student Research symposium, November 7, 2015. Irvine Valley College	\$200.00
<u>Scott Boveia</u> Independent Contractor Agreement – To provide worker support during home games for Athletics department. Saddleback College	\$200.00
<u>Katrina Macalello</u> Independent Contractor Agreement – To provide worker support during home games for Athletics department. Saddleback College	\$200.00
<u>Chase Moothart</u> Independent Contractor Agreement – To provide worker support during home games for Athletics department. Saddleback College	\$200.00
<u>The Hills Hotel</u> Facility Agreement – For accommodations for Jazz Day musician in the Fine Arts department. Saddleback College	\$195.92
<u>CPP</u> Software Agreement – For psychology assessment software for students used by the Counseling department. Saddleback College	\$195.00
<u>YBP Library Services</u> Independent Contractor Agreement – For online Library database access services. Irvine Valley College	\$173.12
<u>Yu Chin Lin</u> Independent Contractor Agreement – For guest percussion artist for Wind Ensemble, October 9, 2015. Saddleback College	\$170.00
<u>Nathan Atwater</u> Independent Contractor Agreement – For guest bassist for Theatre Arts FY 2015-2016. Saddleback College	\$160.00

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

<u>Graham Husted</u> Independent Contractor Agreement – For guest video designer for Theatre Arts FY 2015-2016. Saddleback College	\$160.00
<u>Bitdefender Total Security</u> Software Agreement – For anti-virus software for Technology Services. Irvine Valley College	\$89.95
<u>Gibson Consulting Group</u> Mutual Non-Disclosure Agreement – For protection and privacy of student data as part of the AVID grant. Saddleback College	\$0.00
<u>SciQuest</u> Change Authorization – No cost change in the software license agreement and implementation to the Total Contract Manager Software system. District Services	\$0.00

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College and Irvine Valley College: Student Equity Plan Report

ACTION: Approval

BACKGROUND

In November 2002 the Board of Governors adopted the recommendations of the Task Force on Equity and Diversity to implement title 5 regulations requiring colleges to develop a Student Equity Plan (SEP). SB1456 has since served as the impetus to review and update the student equity planning process. The plan focuses on increasing access, course completion, ESL and basic skills completion, degrees, certificates and transfer for all students as measured by success indicators linked to the CCC Student Success Scorecard.

The Board of Governors has made student equity planning a minimum standard for receipt of state funding. After the January 2014 initial funding, the governor confirmed the 2015-16 budget with an augmentation of approximately 70% of additional Student Success and Support Program funding to close achievement gaps in access and success for underrepresented student groups. During spring 2013, Irvine Valley College and Saddleback College established Student Equity workgroups; their primary focus was to update and revise the 2005 Student Equity Plan.

STATUS

After the 2014 inception of SEP workgroups, which have now been elevated to taskforces, both colleges have been working on the implementation of activities to improve student success.

Representatives from Saddleback College and Irvine Valley College will present information on the 2015-2016 Student Equity Plans. The colleges' 2015-2016 Student Equity Plan presentations, marked as Exhibit A and B, are attached for review and approval.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the 2015-2016 Student Equity Plan submitted by Saddleback and Irvine Valley Colleges.

t

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

Student Equity Plan Report

2015- 2016

<https://sharepoint.saddleback.edu/ed/Shared%20Documents/Forms/AllItems.aspx>

Student Equity Plan

The student equity plan focuses on increasing access, course completion, ESL and basic skills completion, degrees and certificates completion and transfer for all students as measured by success indicators linked to the CCC Student Success Scorecard, and other measures developed in consultation with local colleges.

“Success indicators” are used to identify and measure areas for which disadvantaged populations may be impacted by issues of equal opportunity.

Each college is responsible for developing specific goals/outcomes and actions to address disparities that are discovered, disaggregating data for indicators by student demographics, preferably in program review.

College plans must describe the implementation of each indicator, as well as policies, activities and procedures as they relate to student equity at the college (‘Student equity,’ 2010).

Saddleback College Data

The data methodology for the SEP indicators were mainly identified by the State. The State identified step-by-step instructions on how to extract the data for Course Completion, ESL and Basic Skills Completion, Degree and Certificate Completion, and Transfer. Data sources for the aforementioned indicators were either from the Data Mart and/or Data on Demand. For the Access indicator, the instructions stated that the colleges have flexibility to identify their data source. At both Saddleback and IVC, the American Community Survey data was used to compare to our college students.

Special Thank You:

Chair:

Dr. Georgina Guy

Faculty Core-Team Leads:

Efren Rangel

ACCESS

Hollis Casey

COURSE COMPLETION

Deanna Valdez

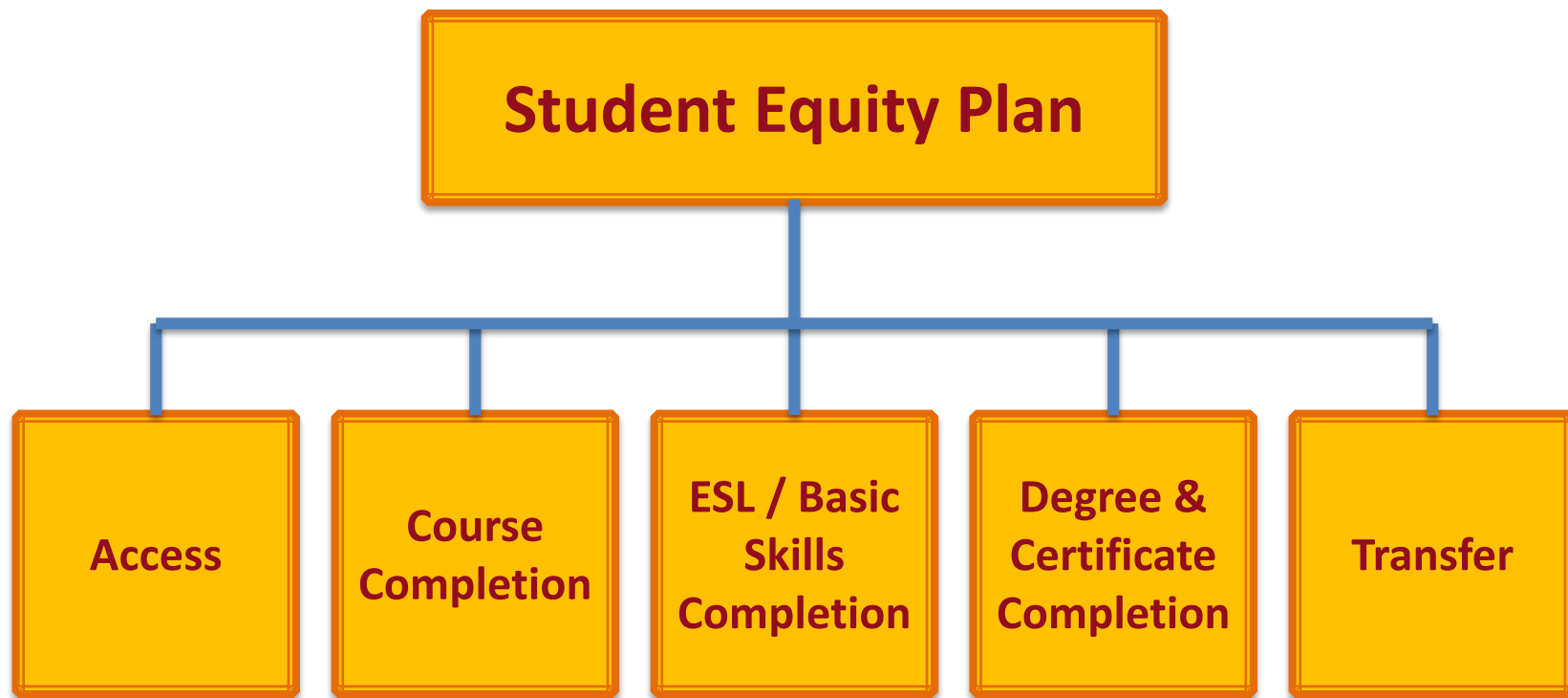
ESL / BASIC SKILLS COMPLETION

Ken Lee

DEGREE AND CERTIFICATE COMPLETION

Orlantha Nin

TRANSFER



Targeted Population

Gender	Male/ Female
Ethnicity	American Indians / Alaskan Natives Asians, Black or African American Hispanic or Latino Native Hawaiian / Pacific Islander
Age	(19 and Less)(20-24)(25-29)(30-34) (35-39)(40-49)(50+)
Economically Disadvantage	BOGFW (A,B,C) Eligible
Students with Disabilities	-
Veterans **	-
Foster Youth **	-

**Added as part of 2014-15 Budget Trailer Bill (SB 860)

Overall, Saddleback College has been fairly equitable across the five student success indicators.

Disproportionate Impact Interpretation:

According to USC's **Center for Urban Education** – Equity in student outcomes research leader– subgroups with a Proportionality Index (PI) of less than .70 show a major disparity on the student outcome when compared to the overall student group. The higher the proportionality index, the higher the rate at which a subgroup has attained a desired educational outcome; the lower the proportionality index the lower the attainment rate.

In other words:

- PI less than .70 = **Major** disproportionality
- PI .71 - .85 = **Moderate** disproportionality
- PI .86 - .99 = **Mild** disproportionality

ACCESS

Major Disproportionality

- Age: (35-39/40-49/50+)
- Economically Disadvantage
- Veterans
- Foster Youth*

Age: Activities

1. Conduct Survey
2. Hire Program Outreach Specialist & Project Specialist to target outreach efforts to the Adult Education community.
3. Provide Counseling in the RE-Entry Center
4. Hire a stipend faculty (non-instructional) position to develop and review of new non-credit curriculum.

FUNDING REQUESTED \$232,000

Econ. Dis.: Activities

1. Conduct survey in order to identify the nature of students' economic barriers.
2. Hire SEP Financial Aid Specialist and SEP Financial Aid Ambassadors/ outreach Aides to provide outreach activities develop campaigns updated handouts, videos, in-person orientations/workshops and multilingual resources.

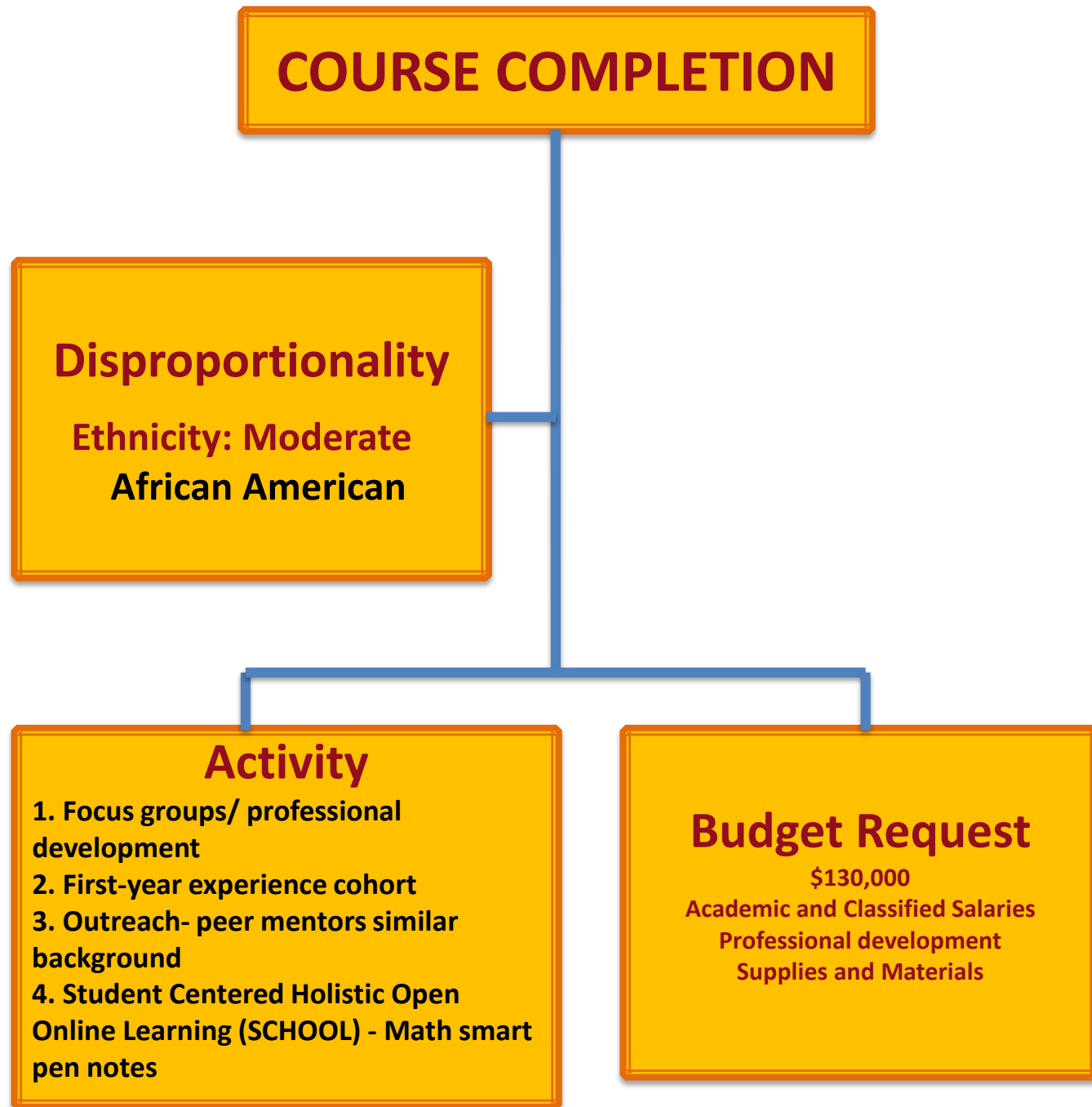
FUNDING REQUESTED \$120,000

Veterans: Activities

1. Hire a VETS Program Outreach Specialist to provide
2. Expand counseling services to active military and Veterans at various locations such as, Camp Pendleton

FUNDING REQUESTED \$143,000

*The data for the Foster Youth showed that the number of students that were affected were too low, and were not included in this year's target population. Therefore, only the three groups who are experiencing the greatest gap were chosen in the target population.



ESL / BASIC SKILLS COMPLETION

Disproportionality

Age: Major for

35-39 ()

40-49 ()

50+ ()*

* There were zero completers for 2007-2008.

Disproportionality

Ethnicity: Major

Remedial English:

Pacific Islanders

Remedial Math:

African American

Activity

Provide extended hours in the LRC (early, late and Saturdays) in an effort to serve age group that tend to have work, family and other obligation during normal operating hours.

Budget Request

\$180,000

Academic and Classified Salaries

Supplies and Materials

Capital Outlay

DEGREE AND CERTIFICATE COMPLETION

Disproportionality

Age: Major for

20-24	(.606)
25-29	(.176)
30-39	(.066)
40-49	(.152)

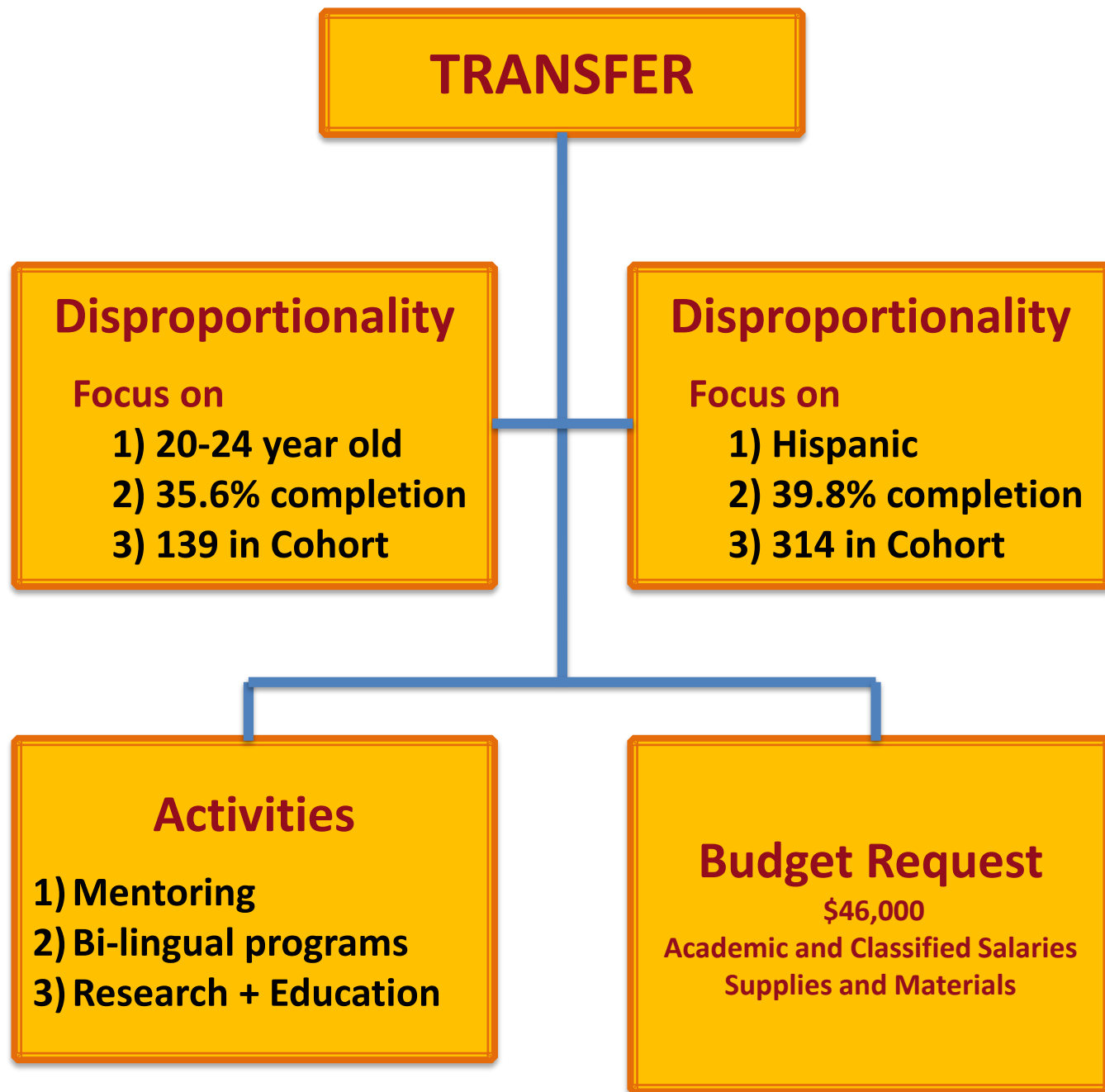
Activities

- 1) Qualitative Research
- 2) Align with the local GE pattern with Title 5.
- 3) "Fast Track Pathway"
- 4) Peer Mentor Program, using AVID model.

Budget Request

\$45,000

Academic and Classified Salaries
Supplies and Materials



Next Steps / Timeline

Milestone	Completion Date	Responsible
Academic Senate	October 21	Core-Team Leaders
Final draft of SEP report to President's Office	October 26	Juan Avalos
Classified Senate	October 28	Core – Team Leaders
Final draft of SEP report to Docket	October 29	Tod Burnett
Associate Student Government	October 30	Core – Team Leaders
Board adopts final draft of SEP report	November 16	Core – Team Leaders
Official SEP report submitted to State Chancellor's Office	December	Georgina Guy

SEP CORE Team Leaders

CORE Teams	Core Leaders	Email
Access	Efren Rangel	erangel@saddleback.edu
Course Completion	Hollis Casey	hpaegel@saddleback.edu
ESL / Basic Skills Completion	Deanna Valdez	dvaldez@saddleback.edu
Degree & Certificate Completion	Ken Lee	klee46@saddleback.edu
Transfer	Orlantha Nin	onin@saddleback.edu

Questions?





IRVINE VALLEY
COLLEGE

Student Equity Plan Year 2 Update





IRVINE VALLEY
COLLEGE

Thank you to our Student Equity Taskforce

STAFF

Senior Research and Planning Analyst
Senior Publications Editor and Graphic Designer
Classified Senate Representative
Senior Administrative Assistant

FACULTY

Student Success Center Coordinator
English, ESL, and Math Faculty
EOPS, DSPS, Foster Youth, and Transfer Center
Counselors
Academic Senate Representative

ADMINISTRATORS

Vice President for Student Services
Director, Outreach and Recruitment
Dean, Enrollment Services
Director, Student Success and Support Program
Asst. Dean, Financial Aid & Student Support Services
Director, Health and Wellness Center

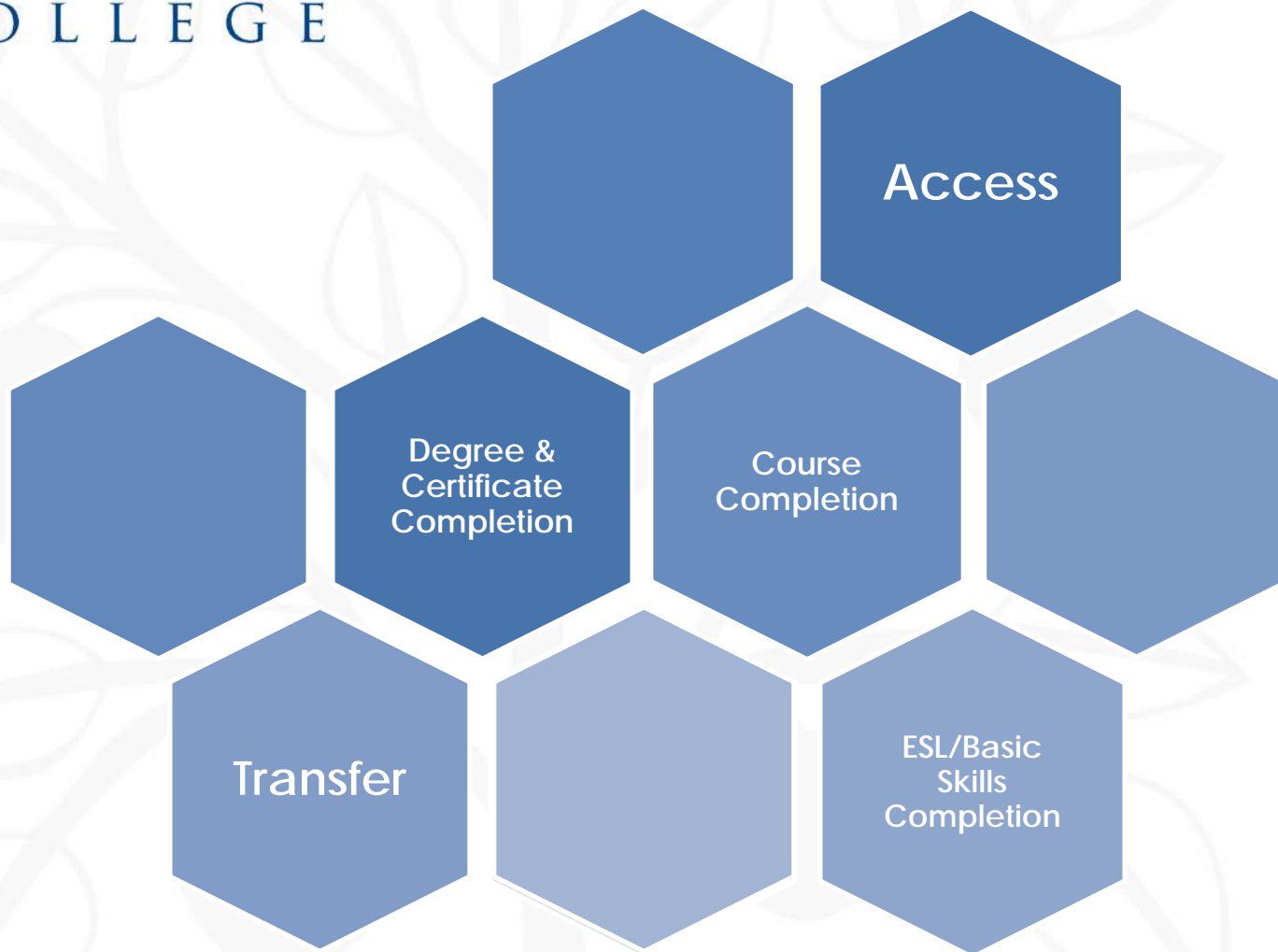
STUDENTS

Associated Student Government Representative
IVC Student Ambassador Representative

IVC's SEP Team



IRVINE VALLEY
COLLEGE



INDICATORS



- ♦ Three methodology options: 80% rule, percentage point gap, and proportionality index (PI)
- ♦ To maintain consistency throughout IVC's three-year plan, we will continue to use the proportionality index.

Interpretation of PI ratios:

Proportionality Index Interpretation	
1.0	Proportions of subgroups are equal
Less than 1.0	Subgroup is less prevalent in the outcome group
More than 1.0	Subgroup is more prevalent in the outcome group



Student Success Indicator: Transfer

Ethnicity/ Race	Cohort N	% of Cohort	% of Outcome	PI
Asian	384	27.3%	33.4%	1.226
African American	33	2.3%	2.1%	0.892
Filipino	33	2.3%	2.0%	0.836
Hispanic	190	13.5%	8.7%	0.649
White	606	43.0%	42.4%	0.986
Unknown	151	10.7%	10.7%	0.999
Total	1,409	100.0%	100.0%	

Note: Native American/Alaskan Native and Pacific Islander were excluded due to small sample sizes (n<10)

CALCULATION OF PROPORTIONALITY INDEX



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CALCULATION OF PROPORTIONALITY INDEX



All Indicators	Foster youth students	Due to unreliable campus data and statewide research, all supporting activities will be considered
Access	Veteran students	PI of .28
ESL Basic Skills - ESL	Students ages 35+	PI of .58 - ages 35-39 PI of .31 - ages 40-49 PI of .26 - ages 50+
ESL Basic Skills - English	African American students	PI of .62
ESL Basic Skills - English	Students ages 40-49	PI of .53
Degree/Cert Completion	Students ages 25-29	PI of .55
Transfer	Hispanic/Latino(a) students	PI of .65

DISPROPORTIONATELY IMPACTED POPULATIONS



Foster Youth

- Research

- Identify and eliminate enrollment barriers
- Conduct an environmental scan

- Outreach

- Conduct FAFSA workshops
- Create resources webpage

- Expansion of Services

- Establish a one-stop service
- Create a foster youth-specific orientation

Veterans

- Research

- Coordinate with District IT to establish a MySite module for veterans

- Outreach

- Expand services to active servicemen/women at Camp Pendleton

- Expansion of Services

- Hire a mental wellness counselor to serve new and returning veteran students

Total Budget Allocation: \$120,836



IRVINE VALLEY COLLEGE

ESL:
Ages
35+

- Research

- Identify the educational goals of ESL students ages 35+
- Conduct an exit survey

- Outreach

- Promote free ESL tutoring services available at the Student Success Center and Language Acquisition Center

- Expansion of Services

- Develop non-credit ESL curriculum
- Purchase Language Acquisition Center software to complement ESL instruction

English:
Ages 40-49
Afr. Am.

- Research

- Assess student engagement of African American students at the college
- Invite Minority Male Community College Collaborative (M2C3)

- Outreach

- Promote and enhance offerings of student clubs and organizations on campus

- Expansion of Services

- Expand the availability of English courses/ services in the evenings and on weekends
- Create discipline-specific faculty mentoring program

Total Budget Allocation: \$124,473

ESL/BASIC SKILLS COMPLETION



Ages
25-29

- Research
 - Identify students who are 80-90% complete in their program, and target services to these students, closely tracking as they near completion
- Outreach
 - Increase awareness of services offered through the Career Center
 - Increase marketing materials toward this age group
- Expansion of Services
 - Establish a Re-Entry Center
 - Expand evening, weekend and online course and service hours and offerings
 - Subscribe to Roadtrip Nation Education to connect students' interests to potential careers

Total Budget Allocation: \$20,271

DEGREE & CERTIFICATE COMPLETION



Hispanic Students

- Research
 - Conduct additional research to determine the needs of Hispanic students and how engaged they feel at IVC
- Outreach
 - Develop marketing materials to promote services offered through the Transfer Center
 - Host transfer events specifically for Hispanic students and their families, including in Spanish
- Expansion of Services
 - Organize student campus tours throughout California
 - Support Summer Bridge participants by providing bus passes, classroom supplies and textbook assistance

Total Budget Allocation: \$33,290

TRANSFER



Campus- wide Activities

- Research
 - Hire Research and Planning Analyst to further research the needs of disproportionately impacted student populations and evaluate the effectiveness of SEP activities
- Outreach
 - Hire Outreach Director
 - Increase marketing and communication to IVC's service area, promoting services to student populations identified as being adversely impacted
- Expansion of Services
 - Expand services offered through the Student Success Center
 - Increase support of student life activities
 - Increase support of professional development, with a focus on cross-cultural competency

Total Budget Allocation: \$371,173

CAMPUS-WIDE INITIATIVES



Action Steps	Dates	Responsible Party
Plan Development	Spring – Fall 2015	SE Task Force
Review of Plan	October 2015	Governance Groups
Board of Trustees Presentation	November 16, 2015	SE Task Force Co-Chairs
Deliver BOT-Approved Plan to CCCO	December 18, 2015	Mikiko Kumasaka



IRVINE VALLEY
COLLEGE



Exhibit B
Page 16 of 16

QUESTIONS?

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Purchase of Real Property, Sales Contract between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints and SOCCCD (on behalf of Saddleback College)

ACTION: Approval

BACKGROUND

Saddleback College has long desired to acquire the vacant property on the perimeter of the campus, located on 27976 Marguerite Parkway, City of Mission Viejo. The property is owned by the Church of Jesus Christ of Latter-Day Saints and consists of approximately 1.323 acres of land.

STATUS

The Church of Jesus Christ of Latter-Day Saints has recently decided to sell the land and contacted SOCCCD and Saddleback College to determine if the interest in acquiring the property still existed. Saddleback College does still desire the property, as it borders the Medical Center Drive Entrance to the campus and could be landscaped and be made more attractive. Saddleback College plans to improve the property by engaging horticulture faculty and students to design, plan, and implement landscaping improvements as part of their coursework and as a continuing horticulture instructional demonstration and practicum site. The purchase price of \$250,000 for the property is to be funded from Saddleback College funds.

Besides SOCCCD and Saddleback College staff, both SOCCCD's real estate financial advisor and legal counsel have been involved in the negotiations and sales contract (EXHIBIT A) along with the transaction review and approval process. All parties are recommending its approval.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the purchase of the 1.323 acres of land located on 27976 Marguerite Parkway, Mission Viejo, CA and authorize the finalization and execution by staff of the accompanying sales contract (EXHIBIT A) between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints and SOCCCD.

Item Submitted By: *Dr. Tod A. Burnett, President*
Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services

Sale Contract

Contract Date: _____

Property Number: 5149754

WO: 2493

Property Tax Parcel No 740-012-24

Property Address: 27976 Marguerite Parkway

City: Mission Viejo

County/District: Orange

State/Province: California

SELLER:

CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a Utah corporation sole

Attention: Augustus Sanchez
Real Estate Services Division

Address: 50 East North Temple Street,
12th Floor
Salt Lake City, Utah 84150

Phone: (801) 240-2991

Cell Phone:

Fax:

E-Mail: a.sanchez@ldschurch.org

Fed ID#: 87-0234341

PURCHASER:

South Orange County Community College
District (SOCCCD), a political subdivision of the
State of California

Address: 28000 Marguerite Parkway
Health Sciences Building, District
Services

Office Number 320
Mission Viejo, CA 92692-3635
Attn: Dr. Debra Fitzsimons, Vice
Chancellor of Business Services

Phone: (949) 582-4664

Cell:

Fax: (949) 347-2472

E-Mail: dfitzsimons@socccd.edu

Fed ID#:

1. BASIC TERMS AND DEFINITIONS

(a) **Property:** The real property commonly known as: Vacant Land, 27976 Marguerite Parkway, City of Mission Viejo, County of Orange, State of California, and is composed of approximately 1.323 acres of land.

Legal Description: Approximately 1.323 acres of property, as depicted on the Lot Line Adjustment (LLA 10-03) attached hereto as Exhibit "B".

APN: portions of 740-012-24 and 740-012-25

Final legal description to be determined by recorded lot line adjustment or subdivision map and policy of title.

The Property does not include any shares in any canal, ditch, or irrigation company, and does not include any rights to wells or water.

The Property is sold as set forth in the Deed attached hereto and incorporated herein as Exhibit "D".

(b) **Purchase Price:** The Fixed Purchase Price is: Two Hundred Fifty Thousand Dollars and 00 Cents (\$250,000.00).

(c) **Earnest Money:** Ten Thousand Dollars and 00 Cents (\$10,000.00).

(d) **Settlement Costs:** See Closing Costs Attachment attached hereto as Exhibit "C".

(e) **Escrow Agent:** Fidelity National Title
Contact: Kay Munger
900 Wilshire Dr., Suite 107
Troy MI 48084
Telephone No. (248) 824-8276
[E-mail: kay.munger@fnf.com](mailto:kay.munger@fnf.com)

(f) **Title Company/Abstractor:** Fidelity National Title
Contact: Kay Munger
900 Wilshire Dr., Suite 107
Troy MI 48084
Telephone No. (248) 824-8276
[E-mail: kay.munger@fnf.com](mailto:kay.munger@fnf.com)

(g) **Feasibility Period Expiration Date:** The Feasibility Period Expiration Date is: Forty Five (45) calendar days after the Effective Date.

Feasibility Period Extension: None.

(h) **Closing Date:** The Closing Date is: Thirty (30) calendar days after the Feasibility Period Expiration Date.

(i) **Seller's Transaction Contact:** Newmark Grubb Knight Frank
Contact: Judd Tidwell
376 East 400 South, Ste 120
Salt Lake City, UT 84111
Telephone No. (801) 746-4724
E-mail: jtiddwell@ngkf.com

Seller's Local Broker: NAI Capital, Inc.
Contact: David Knowlton
1920 Main Street, Ste 100
Irvine, CA 92614
Telephone No. (949) 468-2307
[E-mail: dknowlton@naicapital.com](mailto:dknowlton@naicapital.com)

(j) **Purchaser's Broker:** None

(k) **Effective Date:** Date Seller acknowledges receipt of a fully-executed contract.

(l) **Offer Expiration Date:** _____

(m) **RELATIONSHIP DISCLOSURE: THE PURCHASER(S) HEREBY ACKNOWLEDGES THAT HE/SHE, AS THE PRINCIPAL TO THIS TRANSACTION:**

- (1) ☒ **HAS NO PERSONAL, BUSINESS OR OTHER RELATIONSHIP TO THE SELLER OR AFFILIATED CORPORATIONS OR GROUPS OTHER THAN THE SALE OF THIS PROPERTY OR**
- (2) **DOES HAVE A RELATIONSHIP TO SELLER AND IS: (MARK AS APPLICABLE):**
- ☐ **A CURRENTLY SERVING ECCLESIASTICAL LEADER OF A UNIT OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY-SAINTS ("CHURCH") WHERE THE REAL PROPERTY IS LOCATED;**
- ☐ **AN EMPLOYEE OF THE SELLER OR ANY CHURCH ENTITY;**
- ☐ **A RELATIVE OF AN EMPLOYEE OF SELLER OR OF ANY OTHER CHURCH ENTITY; OR**
- ☐ **A HIRED AGENT OF THE SELLER OR ANY CHURCH ENTITY.**

Purchaser's Initials _____

(n) **Purchaser's Intended Use:** Purchaser presently intends to use the Property for Open space/landscape

buffer.

- (o) **Purchase Option Reservation:** None
- (p) **Special Provisions:** This Contract includes the following terms and provisions, which shall supersede any conflicting terms and provisions in this Contract, and which shall survive the Closing and recording of the Deed unless otherwise stated: None
- (q) **Additional Contingencies:** Seller's obligations under this Contract are subject to the following contingencies: None

2. PROPERTY. The Seller agrees to sell the property described in the Basic Terms and Definitions and all improvements and structures affixed to and appurtenant to the land (the "Real Property"), and (a) the personal property located on the Real Property and listed on Exhibit "A" (the "Personal Property"), (b) all of the Seller's right, title and interest in easements, rights-of-way, tenements, and hereditaments appurtenant to the Real Property, and (c) any and all rights, title and interest of Seller in the right of access to the Real Property (collectively, the "Property").

3. EARNEST MONEY. Within ten (10) calendar days after the Effective Date, Purchaser shall deposit the earnest money deposit in the form of a wire transfer or a certified check as earnest money, to secure and apply to the purchase of the Property described above, with: ☒ the Escrow Agent / ☐ Seller's Broker. The earnest money deposit and any interest earned thereon (collectively, the "Earnest Money") shall be applied toward the Purchase Price. Except as provided in Section 13(b) and 15, the Earnest Money shall automatically become non-refundable upon the Feasibility Period Expiration Date.

4. PURCHASER'S FEASIBILITY STUDY.

(a) **Title and Survey.** As promptly as possible, Seller will provide to Purchaser: (1) cause the Title Company to provide a current title commitment or report, together with copies of all exceptions to title referred to therein (collectively, "Title Report"); (2) plans, surveys, or specifications for the Property, if any in Seller's possession; (3) information in Seller's possession, if any, relating to soil, hazardous materials, and sub-surface conditions with respect to the Property; and (iv) copies of all leases and contracts in Seller's possession, if any, affecting the Property. Purchaser, at its sole cost and expense, will review the Title Report and all other documents delivered to Purchaser. Purchaser, at its sole cost and expense, may obtain a survey of the Real Property (the "Survey"). If applicable, Purchaser shall provide Seller with a copy of the Survey within five (5) days after receipt by Purchaser. Before the later of: (a) the Feasibility Period Expiration Date, or (b) five (5) days after Purchaser's receipt of the Title Report (the "Title Objection Date"), Purchaser shall provide Seller with notice of any objections to matters appearing in the Title Report or any objections to matters appearing on the Survey. Notwithstanding the above, Purchaser may not object to the following, which shall be deemed approved by Purchaser: (i) the standard pre-printed exceptions in the Title Report; (ii) public and utility easements, provided they are located along the perimeter of the Property; (iii) roads and highways, if any; (iv) real estate taxes and special taxes or assessments not due and payable on or before Closing or any installments of any special taxes or assessments not due and payable on or before Closing; (v) public rights-of-way, provided they do not dissect the Property; (vi) drainage ditches, feeders, laterals, drain tile, pipes or other conduits; and (vii) all acts or omissions of Purchaser (collectively, the "Preapproved Exceptions."). Any title and survey matters not objected to by Purchaser before the Title Objection Date shall be deemed approved and acceptable to Purchaser and Purchaser waives all objections thereto. Seller shall, within thirty (30) days following receipt of Purchaser's notice setting forth the title and survey objections, provide a notice to Purchaser indicating that such title and survey objections shall be cured and that Purchaser's objections shall be satisfied on or prior to the Closing Date; provided, however, that Seller shall not be obligated (nor shall Seller be required to commence litigation or to incur any expenditure of money), to cause any such objections to be removed as title exceptions or cause the Title Company to insure over such title exceptions or otherwise remedy such objections. If Seller causes such objections to be removed within such thirty (30) day period, such title and survey objections shall be deemed cured and Purchaser's objections shall be deemed satisfied. If Seller is unable or unwilling to remove such objections within such thirty (30) day period, then Purchaser within ten (10) days after a notice from Seller or expiration of such thirty (30) day period shall have the right, at its sole option, to terminate this Contract. If Purchaser fails to terminate this Contract within such ten (10) day period, Purchaser shall be deemed to have accepted title in its present condition and shall have waived its rights to terminate this Contract. All title exceptions approved or

deemed approved by Purchaser, along with the Preapproved Exceptions shall be referred to herein as the "Permitted Exceptions." The Closing Date shall be automatically extended to accommodate the time frames set forth above.

(b) Investigations and Contingencies. Commencing as of the Effective Date and continuing until the Feasibility Period Expiration Date, Purchaser and its agents shall: (i) use good faith and diligent efforts to obtain and secure financing to purchase the Property, to the extent applicable; (ii) obtain any governmental approvals, variances, and permits as Purchaser deems necessary; (iii) perform any internal studies or procedures regarding the financial or use feasibility of the Property; and (iv) have the right to enter upon the Real Property to perform such surveys, inspections, investigations, studies, and tests, including without limitation, any soil, engineering, geological, Phase I Environmental Assessments, and other tests and inspections, as Purchaser shall deem appropriate ("Feasibility Study"). If Purchaser desires to perform any invasive inspections, such as soil or water samples or monitoring, Purchaser shall obtain Seller's prior consent. Purchaser shall be responsible for the disturbance of any hazardous materials and samples, if such disturbance is a result of Purchaser's activities on the Property, and shall sign all waste manifests. Purchaser shall give Seller reasonable prior notice of any entry upon the Real Property. Any activity upon the Real Property shall occur during normal business hours (8:00 a.m. to 5:00 p.m.). Purchaser shall not perform any activity on the Real Property on Sundays. Purchaser shall not interfere with or disturb the present use of the Property. Purchaser shall promptly repair any alteration or damage to the Property occurring from the entry and activities performed on the Property and restore the Property to the same condition as existed before such entry and activities on the Property. Seller shall reasonably cooperate with Purchaser in connection with Purchaser's investigation of the Property and Purchaser obtaining any governmental approval, variance or permit, except that such obligation of Seller shall not require Seller to incur any cost or expense. Any zoning or land use designation, or formation of a special improvement district or similar entity, shall be subject to Seller's prior approval. Any such designation, request, or application must be effective after Closing or, if that is not possible, Purchaser shall become automatically irrevocably committed to purchase the Property upon the change of the zoning or land use designation of the Property, or formation of a special improvement district or similar entity (in which event Seller shall have the right of specific performance in the event of a default by Purchaser hereunder). Seller hereby grants Purchaser and its agents, servants, employees and consultants a license to enter upon the Property to perform the foregoing. In the event Purchaser terminates this Contract, Purchaser shall promptly provide Seller with copies of any and all documents comprising Purchaser's Feasibility Study without representation or warranty, provided that Purchaser shall not be obligated to provide any proprietary and confidential documents or documents protected by the doctrine of attorney-work product or by the attorney-client privilege.

(c) Termination Right. Purchaser may terminate this Contract at any time until the Feasibility Period Expiration Date for the failure of any investigation or contingency set forth in Section 4(b) above by providing written notice to Seller explaining the reasons for the termination ("Termination Notice"). If Purchaser fails to provide Seller with the Termination Notice on or before the Feasibility Period Expiration Date, the condition of the Property shall be deemed acceptable and Purchaser shall be deemed to have waived any right to terminate this Contract, except as otherwise set forth herein. If Purchaser requests the right to perform invasive environmental testing, such as collecting soil samples or installing monitoring wells, or if any hazardous materials or environmental contaminants are indicated to exist on the Property, Seller reserves the right to terminate this Contract. The foregoing is subject to the terms of Sections 13 and 15.

(d) Assumption of Risk. Purchaser's or its agents' entry upon the Property shall be solely at Purchaser's risk. Purchaser does hereby release, and shall indemnify and hold Seller harmless from any and all responsibility, liability or loss, except to the extent caused by Seller or Seller's agents', employees', contractors' or consultants' negligence or willful misconduct, to the extent arising out of or resulting from entry and activities upon or in connection with the Property by Purchaser or its agents, contractors, subcontractors or consultants, including, but not limited to, any injuries, claims, mechanics' and suppliers' liens and costs, including reasonable attorney's fees incurred to pursue or defend the same. Upon request by Seller, Purchaser shall provide Seller with evidence of a policy of commercial general liability insurance with limits reasonably acceptable to Seller, and provide a certificate of insurance on Acord 25S (11/95 ed.) in a form acceptable to Seller, with an additional insured endorsement on form CG 20 10 Form B. Seller shall be endorsed as an additional insured on Purchaser's liability insurance policy. Purchaser shall pay all costs incurred in connection with Purchaser's testing and investigation of the Property, and Purchaser shall hold Seller free and harmless from any such costs or liability. Purchaser shall

not suffer any liens to be filed against the Real Property arising out of any request or act of Purchaser, its agents, servants, employees or contractors.

5. SUBDIVISION. As a condition to Purchaser's obligation to close Escrow, Seller, at Seller's sole cost and expense, shall cause to be prepared and recorded a subdivision map or lot line adjustment acceptable to Purchaser in its reasonable discretion, necessary to cause the Real Property to be a legally subdivided parcel pursuant to the California Subdivision Map Act. Seller shall cause the subdivision map or lot line adjustment to be recorded in the Official Records (as defined in Section 11 below) on or before the Closing Date (including concurrently with the Deed), so that Seller may legally convey the Real Property to Purchaser.

6. NO REPRESENTATIONS/AS-IS/RELEASE. Purchaser acknowledges and agrees that, except as specifically provided in this Contract, Seller and any person acting on behalf of Seller has not made, and Seller hereby specifically disclaims, any warranty, promise, guarantee, and/or representation, oral or written, express or implied, past, present, or future, of, as to, or concerning the Property in any manner whatsoever. Purchaser hereby expressly acknowledges and agrees that Purchaser has the right pursuant to Section 4 hereof to inspect and examine the Property to the extent deemed necessary by Purchaser in order to enable Purchaser to evaluate the purchase of the Property. Purchaser hereby further acknowledges and agrees that Purchaser is relying solely upon its own inspection, examination, and evaluation of the Property and the improvements thereon and that Purchaser is purchasing the Property and the improvements thereon on an "AS-IS," "WHERE-IS" AND "WITH ALL FAULTS" basis, and Purchaser waives any implied warranty of habitability, merchantability, or fitness for a particular purpose.

If Seller is required by law to make any disclosures (the "Disclosures") relating to the condition of the Property despite the terms of the Contract, such Disclosures shall be subject to the releases set forth in the Contract and the following acknowledgment and agreement by Purchaser. Purchaser acknowledges and agrees that: (a) nothing contained in the Disclosures shall release Purchaser from its obligation to fully inspect, investigate and study the condition of the Property, including without limitation whether the Property is located in any natural hazard areas or whether there are any environmental contaminants or hazardous materials located on the Property; (b) Purchaser has the expertise to perform such investigations; and (c) Purchaser shall release Seller as provided in the Contract. Purchaser further acknowledges and agrees that any Disclosures made by Seller regarding the Property are made only pursuant to the actual knowledge of the representative of Seller making the Disclosures without investigation that the matters set forth in the Disclosures may change prior to the Closing and that Seller shall be obligated to update, modify or supplement the Disclosures. Any Disclosures made by Seller shall not merge with the Deed and shall survive Closing for six (6) months. Purchaser may terminate this Contract on or before the later of: (a) the Feasibility Period Expiration Date, (b) three (3) days after Purchaser's receipt of the Disclosures, or (c) as otherwise set forth herein.

Purchaser will be provided a copy of the Natural Hazard Disclosure Statement from Seller in accordance with the terms of the Disclosure Addendum to the Offer to Sell or the Seller's Addendum to Real Estate Purchase Contract. Purchaser acknowledges that the Disclosure Statement is being delivered pursuant to the Natural Hazard Disclosure Act, California Government Code Sections 8589.3, 8589.4, and 51183.5, California Public Resources Code Sections 2621.9, 2694, and 4136, and California Civil Code Section 1103, and any successor statutes or laws (the "Act").

Purchaser, on behalf of itself and all of the Releasing Parties, hereby acknowledges that the Released Claims may include Claims of which Purchaser is presently unaware, or which Purchaser does not presently suspect to exist, or which may not yet have accrued or become manifest, and which, if known by Purchaser on the Effective Date or the Closing Date would materially affect Purchaser's release and discharge of Seller and the other Seller Parties, and Purchaser, on behalf of itself and all of the Releasing Parties, hereby waives application of the California Civil Code Section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH CREDITOR DOES NOT
KNOW OR SUSPECT EXISTS IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Purchaser acknowledges and agrees that Purchaser has thoroughly inspected, or had the opportunity to thoroughly inspect, the Property. Purchaser, for itself and on behalf of each of its agents, employees, officers, directors,

consultants, and contractors and the legal successors and assigns of any of them (collectively, "Releasing Parties" and individually as a "Releasing Party"), hereby releases, waives, and forever discharges Seller Parties (defined below) from any claims, demands, damages, liabilities, costs, expenses, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected (collectively, "Claims"), which any Releasing Party has, owns or holds, or at any time had, owned or held, or at any time in the future may have, own or hold against any or all of the Seller Parties, that are or may relate to, arise out of or be connected with or caused by the ownership, improvement, development, use, occupancy or sale of the Property, whether before or after the Closing Date, including without limitation any loss, damage, injury, illness, death or other Claim attributable to: (a) the use of the Property or any part thereof; (b) the nature and condition of the Property, including, without limitation, (i) the water, air, climate, soil (including, without limitation, a surface or subsurface geologic or groundwater condition, subsidence, slope failure, and settling, expansiveness and swell potential or the effects thereof, the presence of clay or rock, and radon gas or gamma rays emanating from the Real Property), and (ii) the manner, construction, condition, and state of repair or lack of repair of any improvements, including, without limitation, the presence of moisture, mold, fungi, and/or dry rot; (c) the presence on the Property of any insects, animals, threatened or endangered species, or any archaeological sites, artifacts or other matters of archaeological significance, or any environmental contamination, above ground or underground storage tanks, asbestos containing material, mold, dry rot, and lead paint; or (d) the suitability of the Property for the construction of any building and/or any activity or use that Purchaser may elect to conduct thereon, including, without limitation, access, compliance with any laws, rules, ordinances, codes, or regulations of any government or other body, including any environmental, land use, zoning, or building codes (collectively, the "Released Claims").

For purposes of this Contract, the "Seller Parties" shall mean and include: (i) Seller; (ii) any entity controlling, controlled by or under common control with Seller (collectively, "Seller's Affiliates"); (iii) the employees, officers, directors, shareholders, agents, servants, and representatives of Seller or any of Seller's Affiliates; and (iv) the successors and assigns of any of the persons or entities described in clauses (i), (ii), and (iii) above.

Notwithstanding anything in this Section 6 to the contrary, Purchaser does not release or indemnify Seller from: (1) any Claims arising out of bodily injury of unrelated third parties occurring on the Real Property prior to Closing, unless such Claims arise in whole or in part from Purchaser's investigation of the Property or the acts or omissions of Purchaser or Purchaser's Parties; (2) any Claims arising out of contractual obligations to third parties undertaken by Seller prior to Closing; (3) the fraud, gross negligence or intentional misconduct of Seller; or (4) a breach of Seller's representations, warranties or covenants specifically set forth herein.

PURCHASER ACKNOWLEDGES AND AGREES THAT ALL OF THE TERMS AND CONDITIONS OF THE ENTIRE SECTION 6 ARE MATERIAL CONDITIONS TO THE TRANSACTION AND ARE REFLECTED IN THE PURCHASE PRICE. THE TERMS AND PROVISIONS OF THIS SECTION 6, INCLUDING THE RELEASE BY PURCHASER, SHALL SURVIVE THE CLOSING FOR SIX (6) MONTHS AND THE RECORDING OF THE DEED AND SHALL NOT MERGE INTO THE DEED. BY SIGNING BELOW, PURCHASER AND SELLER ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS SECTION 6.

Seller represents and the Purchaser acknowledges that the Property may be owned by an entity affiliated with a church or religious organization.

7. RISK OF LOSS. Except as otherwise specifically set forth herein, risk of loss, damage or destruction of the Property and improvements resulting from any insured casualty under a standard "Special Perils Form" insurance policy for the improvements located on the Property or from any waste caused by Seller or Seller's employees, agents or servants, and all Property expenses and insurance, shall be borne by Seller until the Closing Date. Purchaser takes responsibility for, and the Property is subject to any deterioration of the physical condition of the Property and improvements resulting from ordinary wear and tear from and after the Feasibility Period Expiration Date and any loss or damage to the Property caused by Purchaser. In the event of any damage or destruction of a portion of the Property, Seller may either elect to repair the damage or terminate this Contract, and will promptly notify Purchaser of the type and extent of such damage and Seller's election whether to repair the damage or terminate the Contract. Notwithstanding Seller's election to terminate the Contract, Purchaser shall have the right to purchase the Property in its damaged and "AS-IS" condition without reduction in the Purchase Price by providing written notice to Seller within ten (10) days after receipt of Seller's notice. If Seller elects to repair the damage and

if the repair of the damage will reasonably take longer than ninety (90) days to repair, Purchaser shall have the right to terminate this Contract by providing written notice to Seller within ten (10) days after receipt of Seller's notice. Failure by Purchaser to respond to Seller's notice shall be deemed a waiver of Purchaser's rights set forth herein. The Closing Date shall be automatically extended to effectuate the repair of the damage and the time frames set forth herein. In the event of any condemnation of a material portion of the Property (as mutually agreed upon by the parties), Purchaser shall have the right to terminate this Contract within ten (10) days after notice of the condemnation by providing written notice to Seller. If Purchaser fails to timely terminate this Contract, this Contract shall remain in full force and effect without reduction in the Purchase Price and Seller shall assign to Purchaser the condemnation award or the sale proceeds.

8. SELLER'S OBLIGATIONS. On or before the Closing Date, Seller shall:

- (a) discharge all mechanics and materialmen liens, deeds of trust, mortgages, judgments, and other financial encumbrances affecting the Property except for the lien of property taxes and assessments not yet due and payable;
- (b) deliver the Property free of any leases, licenses, occupancy agreements, service contracts or other agreements, written or oral, pertaining to the leasing, occupancy, use development or operation of the Property, which would be binding on Purchaser or the Property as of the Closing.
- (c) provide a fully-executed and duly acknowledged deed conveying the Property to Purchaser that as of the date of Closing the title of the Property is free from encumbrances made by Seller or by anyone claiming by, through or under Seller and none other, subject to: (i) any state of facts that an accurate and complete ALTA/ACSM Land Title Survey (with all Table A items) and/or physical inspection of the property might disclose, (ii) all zoning regulations, restrictions, rules and ordinances, land use regulations, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, (iii) the Permitted Exceptions (the "Deed"), in the form of Exhibit "D", attached hereto and incorporated herein by this reference, and (iv) a deed restriction recorded against the Real Property at Closing prohibiting the construction and placement of any permanent structure on the Real Property, except for those structures commonly associated with passive recreational use (i.e. pergolas, gazebos, and other similar structures) together with associated landscaping, lighting, and parking (excluding parking garages), until such time Seller sells all of the adjacent parcel, which Seller owns, to a third party not affiliated with The Church of Jesus Christ of Latter-day Saints.
- (d) execute and deliver any other documents as may be reasonably required by Purchaser to effectuate the transfer of the Property as provided herein, provided that Seller will not be required to: (i) deliver any documents that are inconsistent with this Contract or in which Seller makes any additional representations, warranties or indemnifications other than expressly set forth herein, or (ii) incur any additional costs other than expressly agreed to herein (The Grantor specifically reserves, excepts and retains Mineral Rights below a depth of 500 feet and without right of surface entry (which language shall be set forth in the Deed). For purposes of this instrument, "Mineral Rights" include, whether on, in or under the premises, all of the following--minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, grantor hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance.); and
- (e) execute and provide a Closing Settlement Statement consistent with this Contract to Escrow Agent and pay Seller's share of any closing costs as set forth in Section 10 below (collectively, "Seller's Obligations").

9. PURCHASER'S OBLIGATIONS. On or before the Closing Date, Purchaser (a) shall deposit with the Escrow Agent the Purchase Price and Purchaser's share of the closing costs as set forth in a mutually acceptable Closing Settlement Statement consistent with this Contract, less the Earnest Money, (b) execute and deliver any other documents as may be reasonably required to effectuate the transfer of the Property as provided herein, and (c) execute and provide a Closing Settlement Statement consistent with this Contract to Escrow Agent (collectively, "Purchaser's Obligations").

10. CLOSING COSTS AND PRORATIONS. Each party will pay its own costs in connection with the negotiation of this Contract, the performance of its obligations under this Contract and the Closing of the

transaction, except as provided below. Seller and Purchaser shall pay the costs set forth in Section 1(d) of this Contract in the percentages set forth in the Closing Costs Attachment. Seller shall pay the premium for standard coverage in connection with Purchaser's title policy (if any), and Purchaser shall pay the cost of any extended coverage and/or endorsements that Purchaser desires in connection with a title policy. All transfer, proceeds, or other taxes imposed upon this transaction by any state or local entity shall be paid by Seller. All other closing costs will be allocated between the parties pursuant to the custom in the geographic region where the Property is located. Each Party will pay the cost of its own attorneys, brokers, agents, consultants, and engineers associated with this Contract and the transaction described herein. At Closing, current real property taxes and assessments, utility service, and all other expenses of the Property shall be prorated as of the Closing Date. Prorations shall be based on the most recent figures available and shall be final.

11. CLOSING. Upon the satisfaction of Seller's Obligations and Purchaser's Obligations, confirmation from Escrow Agent that Escrow Agent is irrevocably obligated to provide to Purchaser the Title Policy subject only to the Permitted Exceptions, and receipt from Seller and Purchaser of a written authorization to close the transaction, Escrow Agent shall close this transaction by recording the Deed in the Official Records of the Orange County Recorder's Office ("Official Records") and any other applicable closing documents to Purchaser and upon confirmation of the recordation of the Deed in the Official Records releasing the Purchase Price and delivering any applicable closing documents to Seller (the "Closing"). Except for the terms of Section 6 that survive closing and payment of the Purchase Price, all the terms and conditions of this Contract shall merge with the Deed at Closing.

12. BROKERAGE COMMISSIONS. Purchaser has not been represented by a broker or agent, and Seller has been represented by Seller's Broker. Except for the foregoing the parties agree that no other brokers, agents or finders have been involved in this transaction and each party hereby agrees to indemnify and hold the other completely free and harmless from any and all liability based upon claims from their respective brokers or agents and any other brokers, agents, finders or others claiming through or under the indemnifying party.

13. DEFAULT.

(a) Purchaser's Default. Should Purchaser fail to perform this Contract within ten (10) days after written notice from Seller, Seller may, as its sole and exclusive remedy, (i) waive the effect of such default and proceed to consummate the Contract, or (ii) terminate this Contract whereupon the Earnest Money shall be released to Seller as liquidated damages, as set forth below:

IF PURCHASER FAILS TO PERFORM ITS OBLIGATIONS PURSUANT TO THIS CONTRACT AT OR PRIOR TO THE CLOSING FOR ANY REASON EXCEPT FAILURE BY SELLER TO PERFORM HEREUNDER, OR IF PRIOR TO CLOSING BUT AFTER THE FEASIBILITY PERIOD ANY ONE OR MORE OF PURCHASER'S REPRESENTATIONS OR WARRANTIES ARE BREACHED IN ANY MATERIAL RESPECT, SELLER SHALL BE ENTITLED, AS ITS SOLE REMEDY (EXCEPT AS PROVIDED IN SECTIONS 4(d), 12, AND 14 HEREOF), TO TERMINATE THIS CONTRACT AND RECOVER OR RETAIN, AS APPLICABLE, THE EARNEST MONEY AS LIQUIDATED DAMAGES AND NOT AS PENALTY, IN FULL SATISFACTION OF CLAIMS AGAINST PURCHASER HEREUNDER. SELLER AND PURCHASER AGREE THAT SELLER'S DAMAGES RESULTING FROM PURCHASER'S DEFAULT ARE DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE AND THE EARNEST MONEY IS A FAIR ESTIMATE OF THOSE DAMAGES WHICH HAS BEEN AGREED TO IN AN EFFORT TO CAUSE THE AMOUNT OF SUCH DAMAGES TO BE CERTAIN. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

(b) SELLER'S INITIALS: _____ PURCHASER'S INITIALS: _____

(b) Seller's Default. Should Seller fail to perform according to this Contract within ten (10) days after written

notice from Purchaser, Purchaser may, as its sole and exclusive remedy, either: (i) seek an action for specific performance (which action must be commenced within sixty (60) days after the scheduled Closing Date); or (ii) terminate this Contract whereupon the Purchase Price and/or Earnest Money shall be released to Purchaser pursuant to Section 15 below.

If this Contract is terminated due to a Seller's default, Seller shall pay any and all escrow cancellation charges. If this Contract is terminated due to a Purchaser's default or at Purchaser's election (except in the event of a Seller's default), Purchaser shall pay any and all escrow cancellation charges. If this Contract is terminated due to any other reason, the parties shall each pay one-half of the escrow cancellation charges.

14. ATTORNEY FEES. If either party employs an attorney to enforce or defend its rights under this Contract, the prevailing party shall be entitled to its reasonable expenses, including, but not limited to, reasonable attorney's fees incurred whether occasioned by litigation or otherwise.

15. TERMINATION. Except as otherwise provided in this Contract (such as under the terms of Section 13), in the event this Contract is terminated by Seller or Purchaser in accordance with the terms and conditions set forth herein, any portion of the Purchase Price (including the Earnest Money) paid by Purchaser less One Hundred Dollars (\$100.00) shall be immediately released to Purchaser and One Hundred Dollars (\$100.00) shall be released to Seller as independent consideration for this Contract, and neither party shall have any liability to the other, except for the party's obligations that survive the termination of this Contract

16. NOTICES. ALL NOTICES SHALL BE IN WRITING AND SENT TO SELLER AND PURCHASER AT THE ADDRESSES PROVIDED HEREIN AND GIVEN BY PERSONAL DELIVERY, OVERNIGHT COURIER SERVICE, FACSIMILE, OR REGULAR MAIL. NOTICES SHALL BE DEEMED DELIVERED THE DATE ACTUALLY DELIVERED OR FIVE (5) BUSINESS DAYS AFTER DEPOSIT IN REGULAR MAIL.

17. POSSESSION. Purchaser shall neither possess the Property nor make any improvements to the Property before Closing. Seller shall deliver possession of the Property to Purchaser immediately after Closing free and clear of any third party possessory rights, unless otherwise set forth herein.

18. SUCCESSORS AND ASSIGNS. This Contract may not be assigned or transferred by Purchaser. Seller reserves the right to sell and transfer the Property to Suburban Land Reserve, Property Reserve, Inc., Property Reserve Arizona, LLC, or any entity controlling, controlled by or under common control with such entities or Seller, provided that such transferee shall assume Seller's obligations under this Contract and be subject to Purchaser's rights to purchase the Property in accordance with the terms and conditions of this Contract. Subject to the limitations on assignment in this Section, all the terms and provisions of this Contract shall bind and inure to the benefit of the parties hereto, their heirs, successors, personal representatives, and permitted assigns. Notwithstanding anything herein to the contrary, Seller shall have the right to accept back-up offers for the purchase of the Property, which offers shall be subject to Purchaser's rights set forth in this Contract.

19. AUTHORITY OF SIGNERS. If Purchaser is a corporation, partnership, trust, estate, or other entity, the person(s) signing this Contract on Purchaser's behalf warrants that he/she has authority to so sign and to bind the Purchaser by his/her signature, that corporate, partnership, trust or other necessary approvals have been obtained, and that this Contract is binding upon Purchaser.

20. TIME IS OF THE ESSENCE. Time is of the essence of each and every term and condition of this Contract to be performed by Purchaser. Purchaser's failure to perform any obligation or provide notice to Seller by the time and date required by this Contract shall be binding on Purchaser pursuant to the terms of the Contract, and Purchaser's failure to purchase the Property on the Closing Date shall be a material breach and shall discharge the Seller from its obligations under this Contract. If any deadline falls on a Saturday, Sunday or official holiday of the nation, state or province where the Property is located, the deadline shall be the next business day.

21. FINANCIAL ABILITY/BANKRUPTCY/DEATH/DISSOLUTION. Purchaser represents that it has the financial resources available to Purchaser to purchase the Property for the Purchase Price. Purchaser acknowledges that Purchaser's financial ability to purchase the Property is a material inducement and condition precedent to Seller's obligations under this Contract. The parties agree that if Purchaser cannot provide evidence of the financial resources to purchase the Property by the Feasibility Period Expiration Date (if requested by Seller), if a voluntary or involuntary petition for bankruptcy protection is filed by or against Purchaser, or if Purchaser becomes

insolvent, dissolved or deceased, Seller may immediately terminate this Contract upon written notice to Purchaser.

22. LIKE-KIND EXCHANGE. None

23. MISCELLANEOUS. The terms of this Contract constitute the entire contract and agreement between the parties, and any modifications of this Contract must be in writing in an addendum to this Contract, and signed by both parties. The waiver of any right herein must be in writing, and any such waiver shall not be deemed to be a waiver of any subsequent right or any other right granted herein. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any facsimile or copies of original signatures (including electronic medium, such as pdf, tif or other files) shall be considered and treated as if they were original signatures. No term or provision of this Contract is intended to, nor shall it, benefit any party (including any broker) not a party hereto. Neither this Contract, a notice memorandum or short-form of this Contract shall be recorded against the Property. This Contract was negotiated between sophisticated parties, neither of which acted under any duress or compulsion, whether, legal, economic or otherwise, and each of which was represented, or voluntarily elected not to be represented, by legal counsel. As such, the terms of this Contract shall be interpreted in their usual and customary meanings. The parties waive the application of any rule of law that would require the interpretation of this Contract against either party. This Contract shall be interpreted in a reasonable manner to effectuate the intent of the parties.

24. EFFECTIVENESS. THE SUBMISSION OF THIS CONTRACT FOR EXAMINATION OR ITS NEGOTIATION OR THE NEGOTIATION OF THE TRANSACTION DESCRIBED HEREIN DOES NOT CONSTITUTE AN OFFER, AND THE EXECUTION OF THIS CONTRACT BY SELLER DOES NOT CONSTITUTE A BINDING CONTRACT UNTIL EXECUTED BY PURCHASER AND SELLER, AND DELIVERED TO PURCHASER.

25. SELLER'S REPRESENTATIONS AND WARRANTIES.

(a) **No Violations of Law.** To Seller's current actual knowledge, and without a duty to investigate, Seller has received no written notice that the Property is presently in violation of any building codes, zoning or land use laws or other laws, orders, ordinances, rules or regulations.

(b) **Hazardous Substances.** To Seller's current actual knowledge, and without a duty to investigate, Seller has not placed or discharged (nor permitted the placement or discharge of) any Hazardous Substances (as defined below) on or under the Property, nor has Seller received any written notification from any third party as to the existence of any Hazardous Substances on, under or adjacent to the Property. "Hazardous Substances" shall mean substances defined as (i) "hazardous substances" in (A) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.) together with the regulations enacted pursuant to such act, and (B) Section 25316 of the California Health and Safety Code together with the regulations enacted pursuant to such statute, and (ii) "hazardous wastes" in (X) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901 et seq.) together with the regulations enacted pursuant to such act, and (Y) Section 25117 of the California Health and Safety Code together with the regulations enacted pursuant to such statute.

(c) **Leases, Licenses, Agreements.** To Seller's current actual knowledge, and without a duty to investigate, Seller has not entered into any leases, licenses, occupancy agreements, service contracts or other agreements, written or oral, pertaining to the leasing, occupancy, use development or operation of the Property, which would be binding on Purchaser or the Property as of the Closing.

(d) **USA Patriot Act.** Seller is not, and will not be, a person or entity with whom Purchaser is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 162 Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, and regulations promulgated pursuant thereto, including, without limitation, persons and entities named on the Office of Foreign Asset Control Specially Designated Nations and Blocked Persons List.

(e) **Seller's Actual Knowledge.** The term "to Seller's current actual knowledge" shall mean the

actual present and conscious awareness or knowledge of Augustus Sanchez, without any duty of inquiry or investigation; provided that so qualifying Seller's knowledge shall in no event give rise to any personal liability on the part of Augustus Sanchez or any other officer or employee of Seller on account of any breach of any representation or warranty made by Seller herein.

[Signatures on following page.]

THIS IS A LEGALLY BINDING CONTRACT. THE PARTIES ARE ENCOURAGED TO CAREFULLY READ THE CONTRACT AND CONSULT LEGAL COUNSEL REGARDING ITS TERMS AND CONDITIONS.

SELLER:

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: _____
Its: Authorized Agent Date: _____

PURCHASER:

SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT, a public agency

_____ Seller's Signature	_____ Date:	_____ Seller's Signature	_____ Date:
_____ Name (Print)		_____ Name (Print)	
_____ Seller's Signature	_____ Date:	_____ Seller's Signature	_____ Date:
_____ Name (Print)		_____ Name (Print)	

RECEIPT

I acknowledge receipt of the final copy of the foregoing agreement including any addendum or counter offer bearing all signatures.

SELLER:

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

Real Estate Project Manager Effective Date*

*Effective Date, as indicated in Paragraph 1 (k) of the Contract, is the date Seller acknowledges receipt of a fully-executed contract, as is evidenced by signature within this box.

Exhibit "A"
to Sale Contract
(List of Personal Property)

This sale shall specifically include the following personal property:

- None

This sale specifically does not include the following personal property, which shall be excluded from the Property purchased, and which shall be removed from the Real Property before the Closing Date:

- None

Exhibit "B"
to Sale Contract
(Lot Line Adjustment LLA 10-03)

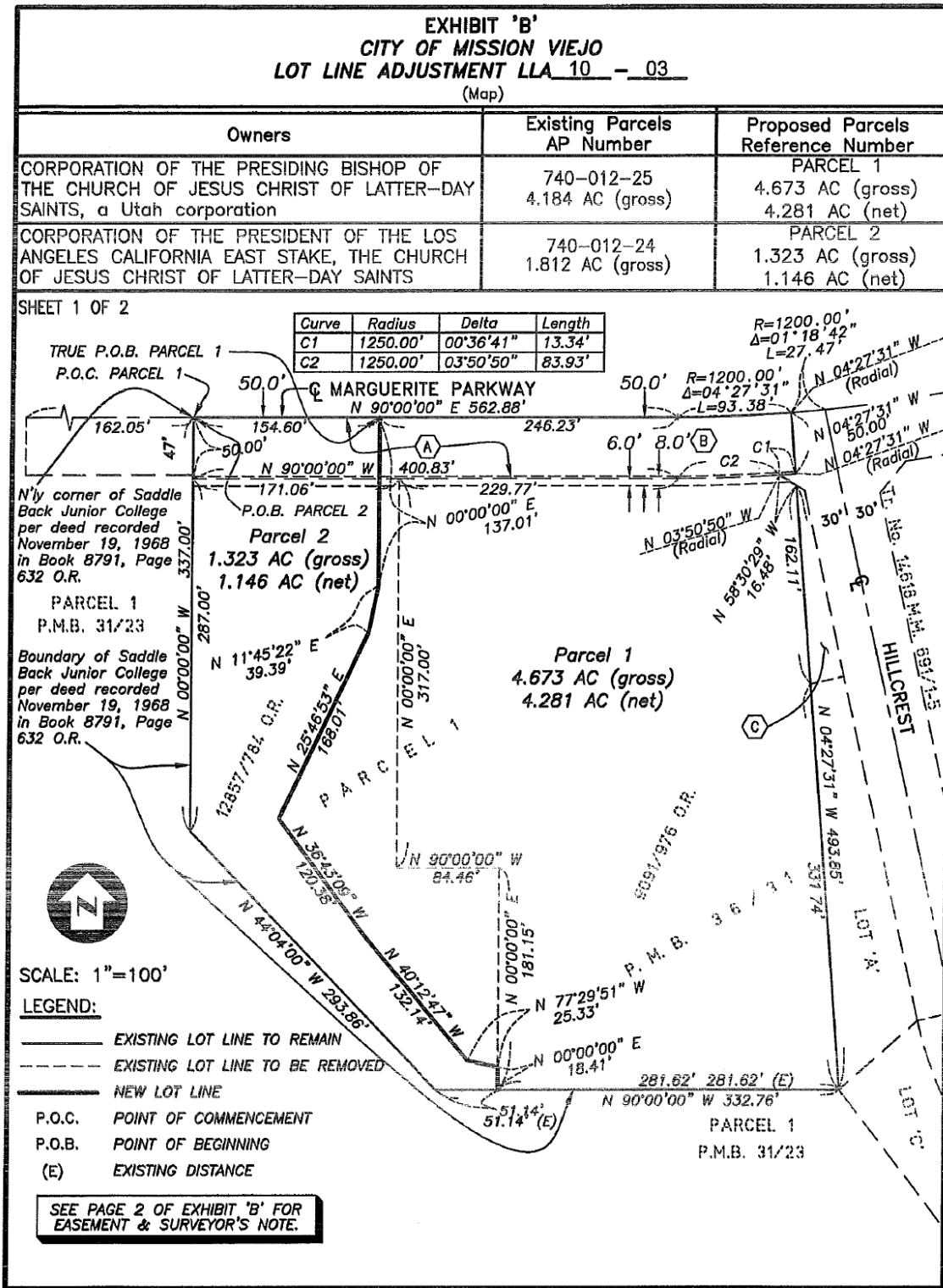


Exhibit "C"
to Sale Contract

CLOSING COSTS ATTACHMENT

	Purchaser's Share of	Seller's Share of
	Costs	Costs
Appraisal	100%	0%
Deed Preparation, Recordation, and City and County Transfer Taxes	0%	100%
Environmental Site Assessment ("Phase 1")	100%	0%
Standard Coverage Title Insurance	0%	100%
Extended Coverage Title Insurance	100%	0%
Real Estate Brokerage Commission	0%	100%
Soils Report	100%	0%
Standard Closing Costs/Fees	50%	50%

Exhibit "D"
to Sale Contract

(Grant Deed)

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

GRANT DEED

The undersigned declares that the DOCUMENTARY
TRANSFER TAX is \$None; Grantee is a political
subdivision of the State of California and the transfer is
exempt pursuant to CA R&T Code Section 11922.

Signature of Declarant

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, Grantor, of 50 E. North Temple, 12th Floor, Salt Lake City, Utah 84150, grants to South Orange County Community College District, a political subdivision of the State of California, Grantee, of 28000 Marguerite Parkway, Health Sciences Building, District Services, Office Number 320, Mission Viejo, California 92692-3635, the real property located in Orange County, California, described as follows (the "Property"):

See attached Exhibit A, incorporated by reference to this document.

SUBJECT TO any state of facts that an accurate and complete ALTA/ACSM Land Title Survey (with all Table A items) and/or physical inspection of the Property might disclose, current taxes and assessments, reservations, easements, rights-of-way, covenants, conditions, restrictions, zoning matters, liens, and encumbrances and all other matters of record or enforceable at law or equity.

TOGETHER WITH all easements, rights, privileges, franchises, appurtenances thereunto belonging or in any way appertaining to the real property, all right, title and interest of Grantor in and to any land lying in the bed of any body of water or watercourse, street, road, or path and all strips and gores relating to or adjoining such land, together with all water rights, water shares, water certificates, wells and well permits applicable or related thereto.

GRANTOR SPECIFICALLY RESERVES AND EXCEPTS unto itself all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid, or gaseous form, and

all steam and other forms of thermal energy on, in, or under the above-described land provided that the Grantor does not reserve the right to use the subject property or extract minerals or other substances from the subject property above a depth of 500 feet, nor does the Grantor reserve the right to use the surface of the subject property in connection with the rights reserved herein.

PROVIDED, HOWEVER, that this conveyance is made and accepted on condition :

The Property shall only be used for those purposes commonly associated with passive recreational use (i.e. pergolas, gazebos, and other similar structures) together with associated landscaping, lighting, and parking lot uses (excluding parking garages) (the "Condition")

THE FOREGOING CONDITION touches and concerns the Property conveyed herein, and the land owned by Grantor on the date this deed is recorded that is directly abutting the Property, and is described as follows (the "Adjacent Parcel"):

[INSERT CPB PROPERTY LEGAL DESCRIPTION]

The Condition constitutes a restriction and covenant running with, and for the benefit of, the Adjacent Parcel and shall be binding upon all persons now having or hereafter acquiring any right, title or interest in the Property, or any part thereof.

In the event of breach of the Condition, Grantor shall have the right to obtain an injunction enforcing the Condition and shall be entitled to reasonable attorneys' fees and costs from the breaching party incurred in the enforcement thereof. Provided, however, if Grantor is not successful in obtaining such an injunction, the party defending Grantor's claim shall be entitled to reasonable attorneys' fees and costs from Grantor.

A breach of the Condition, or injunctive relief obtained by Grantor by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property or any part thereof, but the Condition shall be binding upon, and effective against, any owner whose title to the Property or any part thereof, is acquired by foreclosure, trustee's sale or otherwise.

The Condition shall in all respects terminate, expire and end and be of no further effect either legal or equitable and shall not be enforceable, upon the following event (the "Expiration Date"):

Grantor sells all of the Adjacent Parcel to a third party not affiliated with The Church of Jesus Christ of Latter-day Saints.

[Signature and Acknowledgement to follow]

EXECUTED this ____ day of _____, 20 ____.

GRANTOR:

CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF LATTER-
DAY SAINTS,
a Utah corporation sole

By: _____

Name: _____

Its: _____

EXHIBIT A
(To Grant Deed)

DESCRIPTION OF REAL PROPERTY

Real Property located in Orange County, California, described as:

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Office Lease for Crown Valley Financial Plaza for Workday Project Space, between Reef Crown Valley LLC and SOCCCD

ACTION: Approval

BACKGROUND

SOCCCD is currently using temporary facilities at Saddleback College located in the Village complex for the Workday Implementation project and other related software implementations which requires employee training areas and operation spaces. The ATAS Swing Space project is commencing, which requires the ATAS occupants relocate during the time period that the ATAS building is undergoing major renovations and construction, and the Workday project space will be needed for this project relocation. Irvine Valley College and Saddleback College do not have existing open space that would be available for the Workday and other related software projects.

STATUS

To address the Workday Implementation project and other related software project space needs, several options were seriously considered, including leasing or purchasing portable buildings. However, after further due diligence, it was determined that the portable building concept was problematic due to parking issues, timing, and higher costs compared to the alternative of leasing space for the project at off campus sites, near to Saddleback College. It is recommended that the District lease office space at an off campus site so that neither colleges' space nor operations are negatively impacted.

The space requirement for the projects includes general office space to accommodate administrative, planning, and training functions and an occupancy date prior to the commencement of spring semester. SOCCCD, along with the real estate advisor, identified three viable space options that would accommodate the project needs based on size requirements, configuration, and adequate parking accommodations. Of the three space options, the property located on 26300 La Alameda, Mission Viejo, CA was the best match to satisfy the project needs and also was the least expensive of the properties. SOCCCD has negotiated an office lease (EXHIBIT A) for the Crown Valley Financial Plaza, Suite 100, with Reef Crown Valley, LLC for \$1.95 base rent per SF/month full-service gross with a lease term of 60 months, with an option to cancel at the end of the 36th month with adequate notice. Staff has worked with both the real estate advisor and legal counsel on the office lease and transaction.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the form of the office lease (EXHIBIT A) and authorize staff to make the necessary final changes to execute the lease.

OFFICE LEASE

CROWN VALLEY FINANCIAL PLAZA

REFERENCE DATE: November _____, 2015.

This Lease (this “Lease”) is made and entered into by and between REEF Crown Valley LLC, a Washington limited liability company (“Landlord”) and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California (“Tenant”).

1. BASIC TERMS.

This Section sets forth certain basic terms of this Lease for reference purposes. This Section is to be read in conjunction with the other provisions of this Lease and if there is any inconsistency between this Section and the other provisions of this Lease, this Section shall control.

Premises (see §2)		Term (see §3)	
Project Name	Crown Valley Financial Plaza	Lease Term (months)	60
Building	4-story	Target Commencement Date	12/15/15
Suite	100	Rent Commencement Date	Commence-ment Date
Street Address	26300 la Alameda	Lease Expiration	60 months following the Commence-ment Date
City	Mission Viejo	Renewal Options:	
County	Orange	Number	none
State	California	Length of each (months)	

Rentable Area (SF) (see §2): 6,824 RSF

Common Expenses (see §5): Tenant Share of Total: 10.78%

Permitted Uses: General office use, and no other.

Guarantors: None.

<i>Rent</i> (see §§4,9)	<i>Start Date</i>	<i>End Date</i>	<i>Base Rent Per SF/Mo</i>	<i>Base Rent Per Month</i>
	Commence-ment Date	12 th month following the Commence-ment Date	\$1.95	\$13,306.80
	Month 13	Month 24	\$2.02	\$13,772.54
	Month 25	Month 36	\$2.09	\$14,254.58
	Month 37	Month 48	\$2.16	\$14,753.49
	Month 49	Month 60	\$2.24	\$15,269.86

Parking (see §2.3)	27 unassigned parking stalls. Subject to availability, Landlord may grant Tenant the right to use up to 3 additional parking stalls.
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Base Year for Common Expenses	Calendar year 2016
Base Year for Taxes	Calendar year 2016
Prepaid Rent	\$13,306.80
Security Deposit	\$16,796.84

Normal Building Hours (see §7.4)	From 8:00 a.m. to 6:00 p.m. on weekdays and from 9:00 a.m. to 1:00 p.m. on Saturdays excluding legal holidays
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After Hours HVAC Service (§7.4)	After-hours rate at actual cost to Landlord with 2 hour minimum 24 hours' notice required.	
Brokers (see §17.3):	Company	Agents
For Tenant	Alvarez & Marsal	Gregory G. Gotthardt
For Landlord	Jones Lang LaSalle Birtcher Anderson Realty	Gregory M. Puccinelli Evan Hanyak

Addresses for Notices & Rent (see §17.1):

Landlord:

Name	REEF Crown Valley LLC
	c/o Washington Capital Management, Inc.
Address	1200 Sixth Avenue, Suite 700
	Seattle, WA 98101
Phone	206-382-0825
Fax	206-382-0950

Property Manager:

Name	BIRTCHER ANDERSON REALTY MANAGEMENT, INC.
	Attn: Darcy L. Nove, Property Manager
Address	4 Hutton Centre, Suite 240
	Santa Ana, CA 92707
Phone	(714) 850-1703
Fax	(714) 850-0631

Rent Payments to be sent to:

Name	REEF CROWN VALLEY LLC
	c/o Birtcher Anderson Realty Management, Inc.
Address	4 Hutton Centre, Suite 240
	Santa Ana, CA 92707

Tenant Notice Address:

	<i>Prior to Commencement</i>	<i>After Commencement</i>
Name	South Orange County Community District Attn: Dr. Debra L. Fitzsimons, Vice Chancellor of Business Services	Same.
Address	28000 Marguerite Parkway Health Sciences Building, District Services Office Number 320	

	Mission Viejo, CA 92692-3635	
Phone	(949) 582-4664	
Fax	(949) 347-2472	

Insurance – Parties to be named as Additional Insured (see §10.1):

Landlord:	REEF CROWN VALLEY LLC
Property Manager:	Birtcher Anderson Realty Management, Inc.
Lender/Mortgagee:	None
WCM:	Washington Capital Management, Inc.

Exhibits. The following exhibits are a part of this Lease.

EXHIBIT A	Legal Description
EXHIBIT B	Site Plan and Floor Plan
EXHIBIT C	Work Letter
EXHIBIT D	Rules and Regulations
EXHIBIT E	Tenant's ERISA Certificate

1A. Special Lease Terms, if any. The following additional Lease terms shall apply. To the extent of any inconsistency between this Section 1A and the other provisions of the Lease, this Section 1A shall control.

1A.1 Early Termination. Provided that Tenant has fully and timely performed all of its obligations hereunder, Tenant shall have a one-time right to accelerate the original expiration date of this Lease to the date which is the end of the 36th full calendar month after the Rent Commencement Date. In order to exercise this right, Tenant must (a) provide written notice of exercise to Landlord no later than the end of the 27th full calendar month after the Rent Commencement Date (the "Exercise Deadline"), and (b) pay the Exercise Fee within 20 days after receipt of Landlord's invoice. The "Exercise Fee" shall be equal to the unamortized balance of all leasing commissions paid by Landlord related to this Lease and the TI Allowance paid by Landlord to Tenant or credited to Tenant, as of the accelerated expiration date, amortized over the original Term with interest at 8% per annum. If Tenant fails to give the notice by the Exercise Deadline, or if the Exercise Fee is not timely paid after receipt of invoice from Landlord, the exercise shall be deemed rescinded and may not later be exercised and the original expiration date shall again be applicable. Similarly, if Tenant defaults under the Lease after giving notice of exercise, then Landlord may elect to rescind the acceleration of the expiration date, and the original expiration date shall again be applicable; provided that Landlord shall return to Tenant the Exercise Fee.

1.A.2 Tenant Improvement Allowance. Landlord shall provide a tenant improvement allowance of \$68,240 (the "TI Allowance") to be applied to the hard and soft costs incurred in connection with the design and construction of the Landlord's Work (defined in Exhibit C (Work Letter)), including sales tax, design costs, permitting costs, and a construction management fee payable to Landlord's agent not to exceed 4%. The TI Allowance is not applicable to cabling, telecommunications, fixturing, equipment or moving costs. Tenant shall pay any excess of the total cost of the Landlord's Work over the TI Allowance as follows. Prior to commencement of construction, Tenant shall deposit with Landlord any estimated excess and when the Landlord's Work has been completed and final numbers are available, appropriate adjustments shall be made to the amounts previously paid by Landlord and Tenant so that Landlord has paid the TI Allowance and Tenant has paid the balance of the total cost of the Landlord's Work. If the cost of the Landlord's Work is less than the TI Allowance, Landlord shall retain the difference.

Notwithstanding the provisions of this Section I.A.2 above, Tenant may elect to apply a portion of the TI Allowance not to exceed \$34,120 to Base Rent due under this Lease (the "Rent Credit Election") by

notice delivered to Landlord no later than twelve months from the Commencement Date of this Lease ("Lapse Date"). If Tenant exercises the Rent Credit Election, the portion of the TI Allowance Tenant elects to apply to Base Rent shall be applied to the installment(s) of Base Rent next due following delivery of Tenant's election notice until the entire elected amount has been applied. If Tenant fails to expend the entire amount of the TI Allowance prior to the Lapse Date and fails to timely deliver the Rent Credit Election notice, it will be deemed to have forfeited the unused balance of the TI Allowance.

1A.3 Early Entry. Tenant may enter the Premises only to install its telecommunications, computer cabling and other furniture and fixtures during the 10 day period prior to the Commencement Date of the Lease. Tenant shall not be permitted to store goods in the Premises or to open and operate for business. Tenant's entry will be on the condition that Tenant first provides evidence of all insurance required by Landlord for Tenant and its contractors, and that Tenant does not interfere with the completion of the Landlord's work in the Premises or cause any labor disturbance with Landlord's contractors or subcontractors. Tenant agrees to coordinate its activities with Landlord's property manager and contractor. During such period, all the provisions of the Lease shall apply other than the payment of Base Rent and Tenant's Share of Common Expenses and Real Property Taxes.

1A.4 Related Party Transfers. Notwithstanding the provisions of Section 11.1, Tenant shall not be required to obtain Landlord's consent to any of the following Transfers (as defined in Section 11.1) to related entities (each, a "Related Party Transfer") so long as Tenant complies with the provisions of this paragraph: Transfers to Tenant's parent entity(ies), any subsidiary of Tenant, or an affiliate commonly controlled by Tenant or Tenant's parent ("Affiliates"). In order for a Related Party Transfer to be effective, prior to any such Transfer, Tenant must provide to Landlord a notice of the Transfer containing the full legal name and notice address of the Transferee and its relationship to Tenant, and within 10 days after the Transfer is effective, Tenant must give notice of the effective date to Landlord along with a copy of the Transfer document and, if the Transfer is an assignment, an acknowledgement by any assignee of its assumption of the Tenant's obligations under the Lease. Tenant shall also provide any evidence reasonably requested by Landlord to prove the relationship between Tenant and the transferee.

1A.5 Lease Contingency. This Lease is contingent upon Landlord's successful recapture of the Premises from the tenant currently occupying the Premises in holdover status. On or before December 1, 2015, Landlord shall provide written notice to Tenant of the status of the recapture of the Premises and of the anticipated delivery date of the Premises (the "Anticipated Delivery Date") to Tenant with that portion of Landlord's Work consisting of minor electrical, paint, carpet and wall demolition complete, as shown on the Space Plan attached to the Work Letter. If the Anticipated Delivery Date is after December 15, 2015, Tenant shall have the right to terminate this Lease upon written notice to Landlord, which termination notice shall be delivered to Landlord not later than December 8, 2015. If Tenant fails to deliver written notice to Landlord terminating this Lease on or before December 8, 2015, then this Lease shall remain in full force and effect, and Landlord shall deliver the Premises to Tenant on the Anticipated Delivery Date.

2. PREMISES/TENANT IMPROVEMENTS

2.1. Premises. The "Premises" shall be the area of the Building shown on the site plan and/or floor plan attached as Exhibit B. The Building is located on the real property described in Exhibit A (together with all improvements thereon, the "Project"). The area of the Premises listed in Section 1 is agreed to by the parties. Landlord hereby leases the Premises to Tenant on the terms of this Lease, but reserving to Landlord, the use of the exterior thereof, all space above any suspended ceiling, all space beneath the floor, and the right to install, maintain, use, repair, relocate and replace stacks, pipes, ducts, conduits, wire and utilities leading through the Premises in locations which do not materially interfere with Tenant's use thereof. Tenant shall have access 24 hours per day, subject to closures for emergencies, repairs, similar matters and disruptions outside Landlord's control.

2.2. Common Areas. References herein to “common areas” shall mean all areas of the Project not leased to tenants for their exclusive use. Landlord shall make available from time to time such public portions of the common areas as Landlord deems appropriate. As part of Common Expenses (Section 5.1), Landlord is responsible for operating and maintaining the common areas and Landlord may change the size, location, nature and use of any common areas. Tenant has the nonexclusive right to use those common areas which from time to time are designated for such use by Landlord, subject to the terms of this Lease. Tenant shall not store anything outside the Premises. Subject to any specific access provisions elsewhere in this Lease, Tenant shall not permit any employee, contractor or guest onto the roof of the Building or into any other non-public areas of the Project.

2.3 Parking. Landlord grants to Tenant and Tenant’s employees and invitees, a non-exclusive license to use the number of unreserved parking stalls in the Project designated in Section 1 of this Lease for the parking of passenger vehicles during the term of this Lease, at no additional charge. Landlord reserves the right to control all aspects of the parking areas, including designating specific spaces for the use of any tenant. Tenant shall be responsible for meeting any carpool/vanpool or other transportation obligations regarding its employees.

2.4 Landlord’s Work/Acceptance of Condition. Landlord shall deliver the Premises to Tenant on the Commencement Date in the Required Condition (Section 3). Subject to delivery in the Required Condition, Tenant accepts the Premises in its condition as of the execution of the Lease, subject to all recorded matters, laws, ordinances, and governmental regulations and Tenant is obligated to comply therewith. Tenant (a) acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Premises or the suitability of the Premises for Tenant’s intended use, and (b) warrants that Tenant has made its own inspection of the Premises. By taking possession of the Premises, Tenant shall be deemed to have agreed that the Premises are in the Required Condition and any alleged defects or deficiencies are waived.

2.5 Tenant’s Work/Tenant Improvements. Any initial improvements to the Premises other than Landlord’s Work (defined in Exhibit C (Work Letter)), if any, are referred to as “Tenant’s Work” and shall be governed by Exhibit C. References herein to “Tenant Improvements” means the combination of Landlord’s Work, if any, and Tenant’s Work.

2.6 Rules and Regulations and CCRs. Tenant shall comply with all rules and regulations established by Landlord from time to time for the Project. The current rules and regulations are attached as Exhibit D. This Lease shall also be subject and subordinate to, and Tenant shall comply with the terms and conditions of, any of the following applicable to the Project and any subsequent renewals, modifications, replacements and extensions thereof; (a) Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Mission Viejo Business Plaza, recorded October 3, 1979 in Orange County at Book 13336 Page 740 and Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Mission Viejo Business Plaza No. 1, recorded June 13, 1980 in Orange County at Book 13634 Page 405 (collectively, the “Declaration”); (b) Mission Viejo Business Plaza Association No. 1, Mission Viejo Business Plaza Association and other applicable owners associations (collectively, “Association”); and (c) any other covenants, conditions, restrictions, easements, rights-of-way recorded against the Project, and to any applicable land use or zoning laws or regulations as may now exist or as may be hereafter imposed upon the Project.

3. LEASE TERM

The Target Lease Commencement Date listed in Section 1 represents an estimate of the Commencement Date. The term of this Lease (the “Term”) shall commence (the “Commencement Date”) on the earlier of (a) December 15, 2015, or (b) the date Tenant takes possession of the Premises, including

by commencing any work therein or commencing any operations therein other than pursuant to Section I.A.3. "Required Condition" shall mean (a) if there is no Landlord's Work, the condition of the Premises on the execution of this Lease, or (b) if there is Landlord's Work, then the date Landlord's Work is substantially complete (other than Punch List Work and work that can't be completed prior to Tenant's Work). All provisions of this Lease, other than those relating to payment of Base Rent, shall be effective on the earlier of the Commencement Date or the date that Tenant, its agents, contractors or employees are present in the Premises for inspection, construction, fixturing, move-in or similar purposes, subject to any deferral of the commencement of Base Rent and Tenant's Share of Common Expenses and Real Estate Taxes as set forth in Section 1.

4. BASE RENT

Commencing on the Commencement Date (subject to any abatement period shown in Section 1), and continuing on the first day of each month thereafter, Tenant shall pay Landlord the Base Rent stated in Section 1, in advance, without offset, deduction or demand. The Base Rent shall be paid to the address specified by Landlord. All charges payable by Tenant other than Base Rent are "Additional Rent". Unless this Lease provides otherwise, Tenant shall pay all Additional Rent then due with the next monthly installment of Base Rent. The term "Rent" means Base Rent and Additional Rent. Rent for any partial month shall be prorated and the Base Rent for the first full calendar month shall be paid on execution of this Lease by Tenant. Landlord shall have all of the same remedies for Tenant's failure to pay Additional Rent as for failure to pay Base Rent.

5. ADDITIONAL RENT

5.1 Additional Rent.

5.1.1 Additional Rent for Common Expenses. Commencing on January 1 of the first calendar year after the Base Year, Tenant shall pay Landlord each year Tenant's Share of Common Expenses for that year in excess of the Common Expenses for the Base Year, prorated for any partial year at the end of the Term. Landlord shall give Tenant written notice of the estimated amount and on first day of each month Tenant shall pay Landlord 1/12th of the annual estimate. Landlord may revise its estimate during the year. After the close of each year, Landlord will provide a statement showing Tenant's Share of the excess of Common Expenses for such year over the Base Year, the payments made during the year and any balance due or credit owing. Tenant shall pay any balance owing within 30 days after receipt of the statement, and any credit due Tenant shall be credited to Tenant's next monthly estimated payment or if the Lease has terminated or expired, it shall be refunded to Tenant. To the extent that particular expenses relate to one tenant or a group of tenants or it is otherwise equitable, Landlord may specially allocate those expenses and Tenant's Share of those expenses shall be correspondingly adjusted.

5.1.2 Additional Rent for Taxes. Commencing on January 1 of the first calendar year after the Base Year, Tenant shall pay Landlord each year Tenant's Share of Real Property Taxes for that year in excess of the Real Property Taxes for the Base Year, prorated for any partial year at the end of the Term. Landlord shall give Tenant written notice of the estimated amount and on first day of each month Tenant shall pay Landlord 1/12th of the annual estimate. Landlord may revise its estimate during the year. After the close of each year, Landlord will provide a statement showing Tenant's Share of the excess of Real Property Taxes for such year over the Base Year, the payments made during the year and any balance due or credit owing. Tenant shall pay any balance owing within 30 days after receipt of the statement, and any credit due Tenant shall be credited to Tenant's next monthly estimated payment or if the Lease has terminated or expired, it shall be refunded to Tenant.

5.2 Common Expenses Definitions. The following terms shall have the following meanings:

Common Expenses. “Common Expenses” shall mean all costs incurred by Landlord in connection with the Project including insurance, utilities, Project Work (Section 7.2), repairs, operation, maintenance and replacements, management fees and any on-site management office, ~~+~~ assessments and special assessments due to the Declaration or any Association or other means of allocating costs of a larger tract of which the Project is a part; together with an amount equal to 15% of the total thereof as compensation to Landlord for administrative services, and including amortization of capitalized items over their useful life. Common Expenses shall not include (i) debt service or ground rent, (ii) leasing costs including tenant improvements and leasing commissions; (iii) costs of any special services rendered to individual tenants for which a charge is collected, and (iv) Real Property Taxes, which are managed separately from Common Expenses. If the Project is part of a larger development, Landlord’s share of the costs of the larger development shall be included in Common Expenses.

Real Property Taxes: “Real Property Taxes” shall mean all current and future taxes, governmental charges and assessments (including local and special improvement districts) levied on the Project, or any improvements, fixtures and equipment and all other property of Landlord, real or personal, used in the operation of the Project; any taxes in addition to or in lieu of, in whole or in part, such taxes; any tax upon leasing or rents of the Project, including any sales or use taxes; any other governmental charge such as payments for transit or environmental facilities; and all costs and expenses incurred by Landlord in connection with the attempt to reduce any of the foregoing, whether by negotiation or contest but excluding any taxes assessed directly against Tenant, which shall be paid by Tenant. If the present method of taxation changes so that in lieu of or in addition to the whole or any part of any Real Property Taxes, there is levied on Landlord a tax directly on rents or a franchise tax, assessment, or charge based, in whole or in part, upon such rents or revenues, then all such taxes, assessments, or charges, or the part thereof so based, shall be deemed to be included within the term “Real Property Taxes” for purposes hereof. Real Property Taxes shall not include any state or federal income tax, estate tax, or other similar tax, and shall not include any late payment penalties incurred by Landlord.

5.3. Occupancy Adjustment. If the Project is not fully occupied by tenants during all or any portion of a year, Landlord may make an appropriate adjustment to those Common Expenses which vary by occupancy, employing sound accounting and management principles, to the amount that would have been incurred if the rentable area of the Project had been fully occupied.

5.4 Tenant’s Audit Right. Tenant shall have the right to audit the current year’s expense statement issued by or on behalf of Landlord by written notice given to Landlord within 60 days after receipt of that statement. Such audit shall be conducted in the offices of Landlord’s property manager at the cost of Tenant. Tenant shall keep all of the information disclosed in the course of such audit confidential, and shall require all of its consultants to agree in writing directed to Landlord to keep all such information confidential. Tenant agrees that such audits shall not be permitted to be conducted on a contingency fee basis. To the extent that Tenant elects not to exercise such audit rights, Tenant shall be deemed to have approved the current year’s expense statement.

5.5 Utilities. Tenant shall pay, directly to the appropriate supplier, the cost of any of separately metered utilities, including telecommunications. Any utilities which are not separately metered shall, at Landlord’s election, either be (a) allocated between the users by Landlord and paid within 10 days after receipt of Landlord’s invoice, or (b) included in Common Expenses.

5.6 Intention. This Lease and the Base Rent are intended to be fully net of expenses incurred in by Landlord in connection with the Project in excess of the Base Year Common Expenses.

6. USE; TENANT'S OPERATIONS

6.1 Permitted Uses. Tenant may use the Premises only for the Permitted Uses set forth in Section 1. Tenant shall not cause or permit the Premises to be used in any way which (a) violates any applicable governmental regulations, (b) interferes with the rights of other tenants or Landlord, (c) constitutes a nuisance or waste, or (d) adversely impacts insurance. Tenant shall not conduct or permit any auctions or sheriff's sales at the Premises or within the Premises or permit any portion of the Premises to be used for a "call center," any other telemarketing use, any credit processing use, or other use that involves volumes of occupants in excess of those for a typical office use. No residential uses are allowed on the Premises. Retail uses permitted only with the approval of Landlord and the applicable Association.

6.2 Signs/Auctions. So long as Tenant occupies the Premises, Tenant, at Landlord's sole cost and expense, shall have the right to have its business name displayed on any reader board located in the Project lobby and/or in the elevator lobby on Tenant's floor, and immediately outside the Premises, all in the Project standard size, typeface, materials and locations, as determined by Landlord. Tenant shall not place any other signs on the Premises or Project or within the Premises and visible from the exterior of the Premises without Landlord's prior written consent and the consent of the Association, as applicable. If Landlord has previously approved any signage, it must be shown on a Rider or Exhibit to this Lease, initialed by Landlord.

6.3 Building Penetrations. Tenant shall not make any penetrations in the Building (roof, walls, foundations, etc.) without Landlord's prior written consent. If Tenant is permitted to penetrate the Building, the consent shall be subject to Landlord's conditions, including (a) Landlord's approval of plans and specifications for the penetration and the contractor to perform it, (b) arrangements to insure that the penetration will not adversely affect any warranty, (c) Tenant's agreement to reimburse Landlord for costs incurred in connection with the penetration, including any fees payable to a roof warranty obligor and any expenses related to later problems arising due to the penetration, and (d) Tenant's agreement to remove the equipment before the end of the Lease and completely seal the penetration to Landlord's satisfaction and in compliance with any applicable warranty. In addition, depending on the seriousness of the penetration, Landlord may require Tenant to post a deposit to guarantee Tenant's performance. If Tenant penetrates the building without Landlord's written consent or violates the terms of the consent, Tenant shall pay Landlord a daily fee of \$250 from the date of the penetration until it is completely sealed to Landlord's satisfaction. If any repairs or maintenance by Landlord affects the area, Tenant shall be responsible at its expense for removing and re-installing its equipment/penetration and accommodating Landlord's work schedule, all at Tenant's expense.

6.4 Hazardous Materials. Tenant shall not cause or permit any Hazardous Material (defined below) to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises (other than the use and storage of standard office and cleaning supplies of the types and qualities typically stored and used by similar businesses and only to the extent used, stored and disposed of in compliance with all applicable governmental requirements and manufacturer recommendations) without the specific prior written consent of Landlord and subject to the provisions of this Section. Landlord shall take into account such factors as Landlord considers relevant in determining whether to grant or withhold consent to Tenant's proposed Hazardous Material. No installation or use of storage tanks is permitted on the Premises. Tenant shall immediately notify Landlord of any hazardous contamination of the Premises. Landlord may elect to test the Premises for the presence of Hazardous Materials at any time during the Term and after Tenant vacates the Premises. If any such testing indicates the presence of Hazardous Materials, and if Tenant brought Hazardous Materials of that type into the Premises, Tenant shall immediately reimburse Landlord for all costs incurred in the testing and the clean-up. As used in this Lease, the term "Hazardous Material" means any flammable items and any substances included in the definition of "hazardous substances/wastes/materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local regulations. Tenant shall indemnify, defend and save Landlord, its agents and

mortgagees harmless from all costs, claims, damages and penalties (civil and criminal) to the extent arising with respect to Tenant's use, disposal, transportation, generation and/or sale of Hazardous Materials, in or about the Project and any Hazardous Materials brought into the Premises during the Term by Tenant or Tenant Parties.

6.5 Telecommunications Services.

6.5.1 Tenant. Tenant, at its expense, shall arrange for all telecommunications services desired by Tenant. Landlord will have no responsibility for the maintenance of Tenant's telecommunications equipment and/or wiring ("Telecom Facilities"), or for any infrastructure to which it is connected. Tenant shall reimburse Landlord for all costs attributable to Tenant's telecom services including additional risers, conduit, providing cable pair assignments; computer equipment/software for line connections; and third party fees. Notwithstanding this Section 6.5, Tenant shall not be permitted to install an antenna on the exterior of the Building without the Landlord's and the applicable Association's approval.

6.5.2 Telecom Problems. Landlord will have no responsibility for any claims, costs or damages ("Telecom Claims") in connection with, and Landlord does not warrant that Tenant's use of its Telecom Facilities will be free from, the following (collectively, "Line Problems"): (a) any shortages, failures, variations, interruption; (b) any failure of any Telecom Facilities to satisfy Tenant's requirements; or (c) any eavesdropping or wire-tapping. Line Problems shall not be considered an actual or constructive eviction of Tenant or relieve Tenant from performance of its obligations under this Lease.

6.5.3 EMF. If Tenant's Telecom Facilities create an electromagnetic field exceeding radiation limits permitted by FCC regulations, as now or hereafter amended ("FCC Regs"), Landlord may require Tenant to reduce radiation to permitted levels. Tenant shall indemnify, defend and hold Landlord harmless from all liability, costs and damages to the extent arising out of Tenant's electromagnetic emissions. If Tenant's Telecom Facilities together with other Telecom Facilities located in the Project exceed the radiation limits permitted by FCC Regs, Tenant will pay its share, as reasonably determined by Landlord, of all costs associated with safety measures taken by Landlord.

6.5.4 Alternative Provider. If Tenant wishes to utilize the services of a telecommunications provider whose equipment is not servicing the Building (an "Alternate Provider"), Tenant shall notify Landlord of the name of the Alternate Provider, the type of service to be provided, the equipment Alternate Provider wishes to install in the Building and any other information that Landlord reasonably requests. No Alternate Provider may install any equipment in the Building until Landlord has given its written consent, not unreasonably withheld. Landlord may require that the following conditions be met: (a) the Alternate Provider entering into a written agreement reasonably satisfactory to Landlord with all terms and conditions of the Alternate Provider's access to the Project; (b) Landlord will incur no expense, including for installation, maintenance and service; (c) Landlord's right to approve the location, plans and installation of all equipment and wiring; (d) before commencing any work in or about the Project, the Alternate Provider (1) supplies Landlord with indemnities, evidence of insurance, financial statements and other information Landlord deems reasonably necessary; and (2) agrees to abide by rules Landlord deems reasonably necessary to protect the Project and the interests of the other tenants; (e) Landlord has reasonably determined that there is sufficient roof, riser, conduit and/or equipment space for the Alternate Provider's equipment and cabling, considering the current and probable future needs of other tenants and prospective tenants; (f) the Alternate Provider is licensed, qualified to do business in the state where the Premises is located and has sufficient experience and financial strength to perform its obligations; and (g) the Alternate Provider agrees to compensate Landlord in the amount reasonably determined by Landlord for the space used in the Building and all costs that Landlord may incur in Alternate Provider's equipment

within the Building. The provisions of this Section may be enforced solely by Tenant and Landlord. No telephone or telecommunications provider shall be deemed a third party beneficiary of Section 6.5.

6.6 Compliance/Permits. Tenant, at its own expense, shall obtain and pay for all permits related to its business and/or its specific use of the Premises. At its expense, Tenant shall comply with all laws, orders, ordinances and regulations of federal, state or other governmental authorities and with any direction made pursuant to law of any public officer with respect to the Premises or the use thereof, including any such governmental laws, orders, ordinances and regulations related to disabled access and any obligation to make alterations in the Premises in connection with Tenant's use or occupancy. Tenant will cooperate with Landlord to provide any information required for compliance with applicable federal, state and local laws. Landlord hereby informs Tenant that the building of which the Premises are a part has not undergone an inspection by a person certified pursuant to Section 4459.2 of the California Government Code (a Certified Access Specialist). Tenant acknowledges that Landlord has satisfied its obligations pursuant to Section 1938 of the California Civil Code.

7. MAINTENANCE AND REPAIRS/LANDLORD SERVICES

7.1 Tenant's Repairs. Except as provided in Section 7.2 (Landlord's Obligations), Section 12 (Damage or Destruction), and Section 13 (Condemnation), Tenant shall keep and maintain all portions of the Premises in good order, condition and repair, including, interior and exterior doors and windows, floors, lighting (including bulbs) and all fixtures and equipment in the Premises. Tenant's repair and maintenance responsibility shall include replacement of equipment and components which can no longer be brought into good operating condition with repairs. If any part of the Project is damaged by any act or omission of Tenant, its agents, employees or invitees, Tenant shall pay the cost of repairing or replacing the damage. Tenant shall maintain the portions of the Premises which Tenant is obligated to maintain in an attractive, first-class and fully operative condition. All repairs and maintenance by or on behalf of Tenant shall be made by union-affiliated contractors and subcontractors. Tenant hereby waives all rights under California Civil Code section 1941 and all rights to make repairs at the expense of Landlord or in lieu thereof to vacate the Premises as provided by California Civil Code section 1942 or any other law, statute or ordinance now or hereafter in effect.

7.2 Landlord's Obligations. Landlord shall be responsible for the maintenance and repairs to the portions of the Project which are not Tenant's responsibility (the "Project Work"). Project Work shall include the repair, maintenance and replacement of the roof, electrical, plumbing and other mechanical systems and the common areas and exterior of the Project. If any Project Work is necessitated due to damage caused by Tenant, its agents or employees, Landlord may require Tenant to pay the cost of that work within 10 days of receipt by Tenant of the invoice. Tenant waives the benefit of any present or future law which might give Tenant the right to repair the Premises at Landlord's expense or to terminate the Lease due to the condition of the Premises.

7.3 Basic Services. Landlord shall provide toilet room supplies, window washing at reasonable intervals, and customary Building janitorial service. Janitorial service shall be provided five days per week excluding service for legal holidays. Tenant shall reimburse Landlord for the costs of any janitorial or other services provided to Tenant which are in excess of those ordinarily provided.

During Normal Building Hours, Landlord shall furnish heating and air conditioning required in Landlord's judgment for the comfortable use and occupancy of the Premises. If requested by Tenant, Landlord shall furnish heating and air conditioning at times other than Normal Building Hours at Landlord's then standard hourly rate for after-hours services, which will be adjusted periodically, payable upon receipt of billings therefore.

Electricity shall be provided by the applicable provider for normal office use, including lighting and operation of customary office machines, and water, both in quantities usually furnished or supplied by Landlord to tenants leasing space in the Building. The mechanical system is designed to accommodate normal and customary heating loads. Before installing lights and equipment in the Premises, which in the aggregate exceed the design of the systems or require more than 120 volts single phase, Tenant shall obtain the written permission of Landlord. Landlord may refuse to grant such permission unless Tenant agrees to pay in advance Landlord's costs of installing metering and any supplementary air conditioning or electrical systems required by such equipment or lights. In addition, Tenant shall pay Landlord (except to the extent the costs are billed directly to Tenant through separate metering), Landlord's estimate of the cost of furnishing electricity for such equipment or lights and Landlord's estimate of the cost of operating and maintaining supplementary air conditioning related to Tenant's use of such equipment or lights. Landlord may install and operate, at Tenant's cost, a monitoring/metering system to measure the added demands on electricity or HVAC systems. Tenant shall comply with Landlord's instruction for the use of drapes, blinds and thermostats.

Landlord shall provide such security for the Project as it deems appropriate. During other than Normal Building Hours (Section 1), Landlord may restrict access to the Building in accordance with the Building's security system (with access via key or card key).

7.4 Additional Services. If Tenant requests any of the aforementioned services (or items) in amounts in excess of Building standard (other than HVAC service), Tenant shall pay to Landlord the fees charged for such additional services (or items), upon receipt of billings therefore.

7.5 Interruption of Service. Landlord does not warrant that any utilities or services will be free from interruption including by reason of accident, repairs, alterations, computer programming weaknesses or other causes. No utility interruption shall be deemed an eviction or disturbance of Tenant, or render Landlord liable to Tenant for damages. If an interruption is caused by the negligence or misconduct of Landlord, the Base Rent and Tenant's Share of Common Expenses shall abate for the period of the interruption.

8. ALTERATIONS

8.1 Alterations Procedures. Following any work performed pursuant to Exhibit C, Tenant shall not make any alterations to the Premises without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. In no event shall Tenant alter the structure, the Building envelope, the exterior appearance of the Building, or the Building systems. Landlord may condition its consent on various matters, including Tenant agreeing to remove the alterations and repair any resulting damage on Lease termination at Tenant's cost, Tenant posting security for the estimated removal/repair cost, paying a construction management fee to Landlord or its agent, and Landlord's approval of the plans and specifications for the work. Any alterations by or on behalf of Tenant shall be made by union-affiliated contractors and subcontractors. Landlord may require Tenant to post a notice of Landlord's non-responsibility with respect to the work prior to starting the work and Landlord shall similarly have the right to post such notices. Landlord may require Tenant to provide lien waivers prior to commencement of the work. Tenant shall reimburse Landlord for all reasonable costs incurred in reviewing the plans and specifications and inspecting the work. Tenant shall provide written notice to Landlord at least one week prior to commencing any work to enable Landlord to post notices of non-responsibility if it elects to do so. All alterations, additions, and improvements shall be done in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction permits, contracts and approvals, and proof of payment for all labor and materials.

8.2 Mechanic's Lien. Tenant shall have no express or implied authority to place any lien or encumbrance upon, Landlord's interest in the Premises or to burden the Rent for any claim in favor of any person dealing with Tenant, including those who furnish materials or perform labor for any construction or repairs, and each such claim shall attach, if at all, only to Tenant's leasehold interest. Tenant will cause to be paid when due all sums owed for any labor performed or materials furnished in connection with any work performed on the Premises for Tenant. If any lien is filed against the Project in connection with Tenant's activities, Tenant shall, within ten days after notice of the filing thereof, either (a) pay the amount of the lien and cause the lien to be released of record, or (b) diligently contest such lien and deliver to Landlord a bond or other security satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten days after Landlord has invoiced Tenant therefor.

8.3 Condition upon Surrender. Upon the termination of the Lease, Tenant shall remove all its personal property and surrender the Premises to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under this Lease, including with all electrical, plumbing and other mechanical systems in good operating condition and shall deliver all keys to the Building and Premises to Landlord. In addition, Landlord may require Tenant to remove any alterations made by Tenant and to restore the Premises to its prior condition, at Tenant's expense. All alterations which Landlord does not require Tenant to remove shall become Landlord's property and shall be surrendered to Landlord on termination of the Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment. Notwithstanding anything in this Section to the contrary, Tenant shall not remove any fixtures or equipment considered a part of the real property without Landlord's prior written consent or unless required by Landlord. Such items shall include: any wiring; power panels, lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; floor coverings. Telecommunications and data cabling shall not be considered part of the real estate and Landlord may elect either to require Tenant to remove it or leave it in place. All property required by Landlord to be removed from the Premises at the end of the Term and which remains after Tenant vacates, shall be deemed abandoned and may, at the election of Landlord, be retained as Landlord's property, or, at Tenant's expense, may be removed from the Premises and either disposed of or stored. Tenant waives any claim against Landlord for damage to or disposal of any personal property left in the Premises.

9. SECURITY DEPOSIT

Upon execution of this Lease, Tenant shall deposit with Landlord the Security Deposit specified in Section 1. Landlord may apply all or part of the Security Deposit to any unpaid Rent or to cure any other defaults of Tenant. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its original amount within 10 days after Landlord's written request. Tenant's failure to do so shall be a default under this Lease and the overdue amount shall accrue interest as any delinquent payment. If twice within any 12 month period, late charges are assessed against Tenant by Landlord, Landlord may, by written notice to Tenant, require Tenant to pay Landlord an amount equal to two months Base Rent as an increase in the Security Deposit, due within 5 days after Tenant's receipt of the notice. If Landlord transfers its interest in the Premises, Landlord shall transfer the Security Deposit to its successor in interest, whereupon Landlord shall be automatically released from any liability for the return of the Security Deposit. If, at the end of the Term, Tenant has fully complied with all obligations under this Lease, then the remaining Security Deposit shall be returned to Tenant after Landlord has verified that Tenant has fully vacated the Premises, removed all of its property and surrendered the Premises in the condition required; provided that Landlord may hold back a portion of the Security Deposit until final determination of Tenant's Share of Common Expenses due hereunder, whereupon any final adjustment shall be made and any remaining Security Deposit shall be returned to Tenant. Landlord's obligations with respect to the Security

Deposit are those of a debtor and not of a trustee, and Landlord can commingle the Security Deposit with Landlord's general funds and no interest shall be paid to Tenant on the Security Deposit. Tenant hereby waives any and all rights with respect to the Security Deposit set forth in California Civil Code Section 1950.7, or any similar, related or successor provision of law.

10. INSURANCE/INDEMNITY

10.1 Insurance. At its expense, Tenant shall obtain and maintain at all times during the term of this Lease: (a) commercial general liability insurance with limits of at least \$2 million per occurrence, \$2 million general aggregate, or such higher amounts as Landlord may from time to time require, containing an aggregate per location endorsement; (b) special form insurance for Tenant's personal property (i.e., furniture, fixtures and equipment) to its full replacement value and business interruption insurance; and (c) other coverages Landlord reasonably requires. The policies shall be written by insurers with an A.M. Best rating of A-:VIII or better, reasonably acceptable to Landlord, and shall be on forms reasonably acceptable to Landlord, shall not contain deductibles exceeding \$5,000 without Landlord's prior written approval and shall contain waivers of subrogation with regard to Landlord and the other additional insureds. The liability policy shall be on an occurrence form and shall specifically name the entities listed in Section 1 as additional insureds on an unmodified ISO endorsement CG 20 11 01 96, or equivalent form. No language excluding coverage for the acts or omissions of the additional insured(s) shall be contained in the endorsement. The specifications herein of minimum limits does not limit the limits of coverage to be available to the Landlord Parties as additional insureds. If Tenant's insurance has limits greater than the limits set forth in this Section, the amount of coverage available to Landlord Parties shall be increased to the limits of Tenant's insurance, including limits under any umbrella or excess policies. Tenant's insurance coverage shall not contain any non-standard, special or unusual exclusions or restrictive endorsements without Landlord's written approval. The personal injury contractual liability exclusion shall be deleted. All insurers shall agree not to cancel or amend (including as to scope or amount of coverage) such policies without at least 30 days prior written notice to Landlord. Tenant shall furnish Landlord with certificates of insurance evidencing the above coverages at all times during the Term as well as a copy of the additional insured endorsement(s). As part of Common Expenses, Landlord shall maintain (a) property insurance on the Project; (b) commercial general liability insurance insuring Landlord; (c) rental loss insurance; and (d) such other insurance as Landlord elects to carry. All insurance coverage hereunder required to be provided by Tenant shall be primary to and shall seek no contribution for any insurance available to the Landlord or any agent of Landlord, with Landlord's (or Landlord agent's) insurance being excess, secondary and non-contributing. Tenant's commercial general liability coverage shall be endorsed to provide such primary and non-contributory liability. Landlord shall not obtain insurance for Tenant's furniture, fixtures or equipment or Tenant's other personal property. Common Expenses shall include the deductibles on Landlord's coverage. Tenant shall not do or permit anything to be done which invalidates Landlord's insurance policies and if Landlord's premiums are increased due to Tenant, any increase shall be paid by Tenant. Each party shall obtain a waiver of subrogation from its respective insurer either via endorsement or by virtue of a provision in the applicable insurance policy.

10.2 Indemnity. Subject to Landlord's release in Section 10.3.2, Tenant shall indemnify and defend (using legal counsel acceptable to Landlord) all Landlord Parties (defined below) from any claims, costs (including reasonable attorneys' fees and other litigation costs) or damages to the extent arising in connection with (a) the occupancy or use of the Premises by Tenant Parties (defined below) and customers, including any work undertaken or contracted for by Tenant; (b) Tenant's breach of this Lease, (c) any negligent or wrongful act or omission of Tenant Parties or customers; (d) any accident, injury, occurrence or damage in or about the Premises; and (e) any claim against Landlord by any employee or former employee of Tenant. This indemnity is not contingent upon insurance coverage, is not limited to the amount of any insurance proceeds, and operates independently of the insurance provisions of this Lease. Landlord Parties shall mean Landlord, any mortgagees, Washington Capital Management, Inc. ("WCM"), the

property manager, and their respective owners and affiliates, subsidiaries, successors and assigns. Tenant Parties means Tenant, Tenant's owners, Tenant's affiliates, and any directors, officers, employees, sublessees, licensees, invitees, agents, contractors and successors and/or assigns of such persons or entities. Notwithstanding the foregoing to the contrary, Tenant's obligation to indemnify and hold Landlord harmless as set forth above shall not apply to the extent that any such injury, loss, costs, expenses, claims or damage is caused by the willful misconduct or gross negligence of Landlord or Landlord Parties.

10.3 Waivers.

10.3.1 Tenant Waiver. Tenant hereby releases, waives and discharges the Landlord Parties from any and all claims Tenant might otherwise now or hereafter possess associated with, any loss covered by insurance (or which would have been covered by the insurance Tenant is required to carry hereunder), including the deductible portion thereof, regardless of cause.

10.3.2 Landlord's Waiver. Landlord hereby releases, waives and discharges the Tenant Parties from any and all claims Landlord might otherwise now or hereafter possess associated with any loss covered by Landlord's insurance (or which would have been covered by the insurance Landlord is required to carry hereunder), but excluding the deductible portion thereof, regardless of cause.

10.4 Survival. The provisions of this Section 10 shall survive expiration or termination of this Lease.

11. ASSIGNMENT AND SUBLETTING

11.1 Assignment or Sublease. Tenant shall not assign this Lease or sublet any part of the Premises (each, a "Transfer" and any assignee or sublessee, a "Transferee") without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. To assist Landlord in determining whether to consent to a Transfer, Tenant shall submit the following to Landlord as well as any other information reasonably requested by Landlord, (i) the name and jurisdiction of the Transferee; (ii) the proposed use of the Premises; (iii) the terms of the proposed Transfer; (iv) current financial statements and the most recent filed federal income tax return of the proposed Transferee; and (v) the proposed Transfer documents. No Transfer shall affect the liability of Tenant under this Lease and Tenant and any Transferee shall be liable to Landlord for performance of Tenant's obligations under this Lease. Consent to any Transfer shall not operate as a waiver of the necessity of a consent to any subsequent Transfer.

11.2 Entity Ownership. The cumulative transfer of an aggregate of 50% or more of the ownership interests in a Tenant entity, including by creation or issuance of new ownership interests (except as the result of transfers by gift or inheritance and except for transfers of interests in publicly traded entities) shall be deemed a Transfer of this Lease.

11.3 Assignee Obligation. Any assignee will be required to assume all obligations of Tenant and shall be jointly and severally liable with Tenant for the performance of all of Tenant's obligations under this Lease. Any sublessee will be required to assume all obligations of Tenant to the extent they relate to the subleased premises. Tenant shall provide Landlord copies of all instruments of assignment, sublease or assumption. If the Transferee defaults, Landlord may, without affecting any other rights of Landlord, proceed against Tenant or any Transferee or any other person liable for Tenant's obligations hereunder. Tenant shall provide the notice address for any subtenant or assignee to Landlord prior to the effective date of the Transfer and if it is not provided, the applicable notice address shall be deemed to be the Premises.

11.4 Fees. Tenant shall reimburse Landlord for any out-of-pocket costs incurred by Landlord in connection with any request for consent to a Transfer. In addition, any request for consent to a Transfer shall be accompanied by payment of a non-refundable fee of \$1,000 to compensate Landlord for the administrative burden of processing the request.

11.5 Assignment/Subletting Income. Tenant shall immediately pay to Landlord 50% of any amounts payable by an assignee to Tenant which exceed the Rent payable by Tenant hereunder, whether in the form of assignment fees or increased Base Rent or otherwise; provided that Tenant shall be permitted to deduct amortization of Tenant's out of pocket costs for the assignment, spread over the remaining Term. Tenant shall immediately pay to Landlord 50% of any amounts payable by a sublessee which exceed, on a per square foot basis, the Rent due from Tenant hereunder; provided that Tenant shall be permitted to deduct amortization of Tenant's out of pocket costs for the sublease, amortized over the sublease term.

11.6 Landlord's Recapture Right. In lieu of granting consent to any proposed Transfer, Landlord reserves the right to terminate this Lease or, in the case of subletting of less than all the Premises, to terminate this Lease with respect to such portion of the Premises, as of the proposed effective date of the Transfer, in which event Landlord may enter into the relationship of landlord and tenant with such proposed Transferee or to any other third party. Such termination shall not relieve Tenant from any obligations under this Lease with regard to the time period prior to the termination.

12. DAMAGE OR DESTRUCTION

12.1 Notice of Damage. Tenant shall notify Landlord in writing immediately upon the occurrence of any casualty damage to the Premises. Subject to Sections 12.2 and 12.3, if Landlord's insurance proceeds available to Landlord are sufficient to pay for the necessary repairs, this Lease shall remain in effect and Landlord shall repair the casualty damage to the Building as soon as reasonably practicable, and Tenant shall repair any damage to Tenant's fixtures and equipment or Tenant's other property including any alterations not covered by Landlord's insurance.

12.2 Decision. If (i) the insurance proceeds received by Landlord are not sufficient to pay the entire cost of repair, or if the cause of the damage is not covered by the insurance; or (ii) if Landlord considers the damage to be significant, then Landlord may elect either to (1) repair the damage to the Building and the tenant improvements as soon as reasonably practicable, in which case this Lease shall remain in full force and effect, or (2) terminate this Lease. Landlord shall notify Tenant of Landlord's decision within 90 days after notice of the occurrence of the damage. If Landlord elects to repair the damage, Tenant shall pay Tenant's Share of the deductible under Landlord's insurance policy and, if the damage was due to an act or omission of Tenant or Tenant's employees, agents, contractors or invitees, Tenant shall also pay the balance of the deductible as well as the difference between the actual cost of repair and any insurance proceeds. If the Lease does not terminate as a result of the damage but the damage materially interferes with Tenant's use of the Premises, then the Base Rent shall be reduced pro rata, to reflect the portion of the Premises not useable by Tenant.

12.3 End of Term. If the damage to the Premises occurs during the last 12 months of the Term, and the damage requires more than 60 days to repair, either Landlord or Tenant may elect to terminate this Lease as of the date the damage occurred regardless of the sufficiency of any insurance proceeds. The party electing to terminate this Lease shall give written notification to the other party of such election within 20 days after Tenant's notice to Landlord of the occurrence of the damage.

12.4 Casualty Termination. If (a) the Premises are damaged by casualty and the damage substantially interferes with Tenant's ability to operate in the Premises, and (b) the damage was not due to an act or omission of Tenant, its agents or employees, and (c) Landlord's reasonable estimate of

completion of the restoration is more than twelve months after Landlord obtains all permits and approvals for the restoration, Tenant may terminate this Lease by written notice to Landlord given within 30 days after Tenant's receipt of Landlord's estimate of the repair completion date. Similarly, if the repair is not sufficiently completed to allow Tenant to resume its operations in the Premises within twelve months after receipt of the necessary permits and approval, Tenant may terminate this Lease by 30 days written notice to Landlord if the Premises are not tenantable by the end of that 30 day period. Tenant hereby waives California Civil Code sections 1932(2) and 1933(4), or any successor statute, providing for termination of hiring upon destruction of the thing hired.

13. CONDEMNATION

If the Project is condemned or taken for any public or quasi-public purpose, including any purchase in lieu of condemnation, this Lease shall terminate as of the date of taking of possession for such use or purpose. If a portion of the Project is condemned or taken, (whether or not the Premises be affected), Landlord may, by notice to Tenant, terminate this Lease as of the date of the taking of possession. If Landlord does not terminate this Lease, and if the taking results in a reduction in the square footage of the Premises, then the Base Rent shall be reduced pro-rata, and Landlord shall perform any necessary repairs to restore the Building to a complete unit. Landlord shall be entitled to the entire award in any condemnation proceeding, including any award for the value of any unexpired term of this Lease, and shall have the exclusive authority to settle the condemnation proceeding, and the exclusive discretion to grant "possession and use" to the condemning authority, and Tenant shall have no claim against Landlord or against the proceeds of the condemnation, provided, however, that Landlord shall not be entitled to any moneys paid to Tenant by the condemnor for moving expenses and business losses pursuant to applicable relocation statutes. Tenant hereby waives any and all rights it might otherwise have pursuant to section 1265.130 of The California Code of Civil Procedure.

14. INSOLVENCY AND DEFAULT

14.1 Defaults. Tenant shall be in default under this Lease if (a) Tenant fails to pay any Rent when due, or (b) Tenant otherwise breaches or fails to perform any other obligation under this Lease, or (c) a Financial Distress Default (Section 14.9) occurs. Subject to the late charges and interest due under Section 14.8, Landlord agrees that it shall not invoke its remedies under this Section 14 if Tenant cures a Curable Default (defined below) within the applicable cure period (set forth in Section 14.2 below). Landlord may require Tenant to pay to Landlord a fee of \$300 for each non-monetary Curable Default not cured within the applicable cure period. The fee shall be due and payable within 10 business days after Landlord's invoice and if not paid within that time period shall represent a monetary default and is intended to compensate Landlord for the additional time and effort required to address the breach. Termination of this Lease and any repossession shall be without prejudice to any remedies Landlord has for arrears of Rent or for a prior breach of any of the provisions of this Lease.

Landlord shall have the remedy described in California Civil Code section 1951.2. If a Curable Default occurs and Tenant fails to cure the default within the applicable cure period or if a non-Curable Default occurs, Landlord at any time thereafter shall have the right to give a written termination notice to Tenant (which may be included in a single notice given by Landlord under Section 14.2 hereof) and on the date specified in such notice, Tenant's right to possession shall terminate and this Lease shall terminate. In case of such termination, Tenant shall be liable to Landlord for all costs and expenses including the amounts due under Sections 14.3 and 14.4. If Tenant fails to perform any of Tenant's covenants which Tenant has failed to perform at least twice previously in any 12-month period (although Tenant shall have cured any such previous breaches after notice from Landlord, and within the applicable cure period), then Landlord may there-after, without further notice, exercise any remedies permitted by this Section 14 or by law, including termination of this Lease. Each right and remedy provided Landlord in this Lease is cumulative

and in addition to every other right or remedy provided in this Lease, or now or hereafter existing at law, in equity, by statute or otherwise. The exercise by Landlord or any one or more such rights or remedies will not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies.

14.2 Cure Periods.

Monetary Default. If Tenant fails to pay any Rent when due, it is a Curable Default and the cure period shall be 5 days after notice from Landlord.

Financial Distress Default (See Section 14.9). An Involuntary Financial Distress Default is a Curable Default and the cure periods are set forth in Section 14.9. A Voluntary Financial Distress Default is not a Curable Default.

Insurance Default. If Tenant fails to maintain the required insurance, it is a Curable Default and the cure period is three business days after the date the failure occurs.

Estoppel or Subordination Default. If Tenant fails to provide the requested estoppel certificate (Section 15.3) or subordination agreement (Section 15.1) within the time period provided, it shall be a Curable Default and the cure period shall be three business days from the second request.

Abandonment. If Tenant vacates the Premises during the Term, it is not a Curable Default.

Hazardous Materials. If Tenant breaches the provisions of Section 6.4 (Hazardous Materials) it shall be a Curable Default and the cure period shall be three business days after notice from Landlord.

Non-Approved Contractor: If Tenant utilizes any contractor not approved by Landlord in violation of the provisions of Section 8.1 or the Work Letter, the cure period shall be two business days after notice from Landlord.

Other Defaults. Any non-monetary breaches of this Lease not listed above in this Section 14.2 shall be considered Curable Defaults and the cure period shall be ten days after notice from Landlord; provided that if the default cannot reasonably be cured within that time period, Tenant shall have such additional time as is reasonably necessary to cure the default so long as Tenant commences the cure within the ten day period and diligently pursues the cure to completion.

14.3 Expense Recovery. Items of expense for which Tenant shall be liable to Landlord for in connection with a termination of this Lease for default shall include: (i) all collection costs and all costs of obtaining Tenant's compliance with this Lease, including attorneys' fees and enforcement costs; (ii) the unamortized portion of (a) leasing commissions paid in connection with this Lease, and (b) costs incurred by Landlord to improve the Premises (amortized over the initial Term with interest at 12%); and (iii) all Landlord's other costs proximately caused by the termination. The above sums shall be due and payable immediately upon notice from Landlord without regard to whether the cost or expense was incurred before or after the termination of this Lease. If proceedings are brought under the Bankruptcy Code, including proceedings brought by Landlord, which relate in any way to this Lease (in any of such cases a "Proceeding"), Landlord shall be reimbursed for paid all costs incurred in connection with the Proceedings.

14.4 Damages. Notwithstanding termination of this Lease and reentry by Landlord pursuant to Section 14.1, Landlord shall be entitled to recover from Tenant:

(a) Any unpaid Rent which had been earned by Landlord prior to the time of termination with interest at the Default Rate (Section 14.8); plus

(b) The amount by which the unpaid Rent which would have been earned after termination until the time of an award exceeds the amount of loss of Rent that Tenant proves could have been reasonably avoided, with interest at the Default Rate; plus

(c) The worth at the time of an award of the amount by which the unpaid Rent for the balance of the term of this Lease (as extended, if at all, prior to termination) exceeds the amount of such loss of Rent and Additional Rent that Tenant proves could have been reasonably avoided (including interest at the Default Rate from the date of the award until paid), discounted at the discount rate of the Federal Reserve Bank of San Francisco, or successor Federal Reserve Bank, on the date of termination; plus

(d) Any other amount necessary to compensate Landlord for all the damage proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including amounts due and payable pursuant to Section 14.3.

14.5 Non-Termination of Lease. Following an uncured default by Tenant, in addition to the rights to re-take possession with or without terminating the Lease, Landlord shall have the remedy described in California Civil Code Section 1951.4 (Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due), if Tenant had the right to sublet or assign, subject only to reasonable limitations. Any notice required to be given by Landlord above shall be in lieu of, and not in addition to, any notice required under the laws of the State of California.

14.6 Reletting. If Tenant's right of possession has been terminated (with or without termination of this Lease), Landlord may at any time, and from time to time, relet the Premises in whole or in part either in its own name or as agent of Tenant for any period equal to or greater or less than the remainder of the then-current Term. All rentals received by Landlord from such reletting shall be applied first to the payment of any amounts other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting and of alterations and repairs; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due hereunder. Upon a reletting of the Premises, Landlord shall not be required to pay Tenant any sums received by Landlord in excess of amounts payable in accordance with this Lease.

14.7 Right of Landlord to Cure Defaults. If Tenant defaults under this Lease, Landlord may cure the default, at Tenant's expense, immediately and without notice if Landlord believes the default creates a risk of damage to persons, property or the interests of others, or in any other case only upon Tenant's failure to remedy such default within the applicable cure period, if any. Tenant shall reimburse Landlord for any costs of the cure with interest at the Default Rate (defined in Section 14.8).

14.8 Unpaid Sums and Service Charge. Any amounts owing from Tenant to Landlord under this Lease shall bear interest at 12% per annum (the "Default Rate"), calculated from the date due or expended until the date of payment. In addition, if any payment of Rent is not paid within 10 days of its due date, Tenant shall pay a late charge equal to the greater of \$250 or 10% of the overdue amount as liquidated damages for Landlord's extra expense and handling of such past due account.

14.9 Financial Distress.

14.9.1 Definition. Each of the following shall be an "Financial Distress Default" under this Lease: (a) the making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy; (b) the appointment of a trustee or a receiver to take possession of all or any part of Tenant's assets; or (c) the entry of any final judgment against Tenant for an amount greater than six months' Rent. A Financial Distress Default shall be considered

“Voluntary” if the action initiating the default was made by Tenant or a person or entity controlling, controlled by, or under common control with Tenant and otherwise shall be considered “Involuntary”. For example, a bankruptcy filing initiated by Tenant is a Voluntary Financial Distress Default and a bankruptcy filing by creditors of Tenant shall be considered an Involuntary Financial Distress Default. Tenant shall immediately notify Landlord upon the occurrence of any Financial Distress Default. Tenant shall have 60 days to cure an Involuntary Financial Distress Default under clause (a) above. Tenant shall have 30 days to cure an Involuntary Financial Distress default under clauses (b) and (c) above. If a Voluntary Financial Distress Default occurs or if an Involuntary Financial Distress Default is not cured within the above cure periods, then the provisions of Section 14.9.2 shall apply.

14.9.2 Filing of Petition. If a petition (“Petition”) is filed by or against Tenant (as either debtor or debtor-in-possession) under Title 11 of the United States Code (the “Bankruptcy Code”) and same is not dismissed within 60 days thereafter:

(a) Adequate protection for Tenant’s Lease obligations accruing after filing of the Petition shall be provided within 15 days after filing in the form of a deposit equal to two months Base Rent and Additional Rent (in addition to the Security Deposit), to be held by the court or an escrow agent approved by Landlord and the court.

(b) All amounts payable by Tenant to Landlord under this Lease represent reasonable compensation for the occupancy of the Premises by Tenant.

(c) Tenant or Trustee shall give Landlord at least 30 days written notice of any abandonment of the Premises or proceeding relating to administrative claims. If Tenant abandons without notice, Tenant or Trustee shall stipulate to entry of an order for relief from stay to permit Landlord to reenter and relet the Premises.

(d) For purposes of Section 365(b)(1) of the Bankruptcy Code, prompt cure of defaults shall mean cure within 30 days after assumption and shall include cure of any defaults under any other agreements between Landlord and Tenant.

(e) For the purposes of Section 365(b)(1) the Bankruptcy Code, adequate assurance of future performance of this Lease by Tenant, Trustee or any proposed assignee of the Lease will require that Tenant, Trustee or the proposed assignee deposit two months Base Rent and Additional Rent payments into an escrow fund (to be held by the court or an escrow agent approved by Landlord and the court) as security for such future performance. In addition, if the Lease is to be assigned, adequate assurance of future performance by the proposed assignee shall require that the assignee have a tangible net worth equal to eight times the annual Rent due hereunder or that such assignee’s performance be unconditionally guaranteed by a person or entity that has a tangible net worth not less than the above amount.

(f) If Tenant or Trustee intends to assume and/or assign the Lease, Tenant or Trustee shall provide Landlord with 30 days written notice of the proposed action, separate from and in addition to any notice provided to all creditors. Notice of a proposed assignment and assumption shall state the assurance of prompt cure, compensation for loss and assurance of future performance to be provided to Landlord. Notice of a proposed sale shall state: (i) the name, address, and federal tax ID numbers of the proposed assignee; (ii) the terms and conditions of the proposed assignment, and (iii) the proposed assurance of future performance.

14.10 Default by Landlord. Subject to Section 15.4, Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within 30 days after receipt of Tenant’s written notice (or such longer period of time as is reasonably necessary to cure the default) and such notice shall also be sent in accordance with Section 15.4. If Landlord fails to cure the default within the cure period, Tenant shall have all rights and remedies available at law and in equity other than the right to terminate the Lease or any offsets against Rent.

15. PROTECTION OF LENDERS

15.1 Subordination. This Lease shall be subordinate to any financing now existing or hereafter placed upon the Project by Landlord, and to any and all advances to be made thereunder and to interest thereon and all modifications thereof (each, a "Mortgage"). This provision shall be self-operative. Tenant shall execute and deliver any subordination agreement required by the holder of a Mortgage, but only if any such subordination agreement provides that so long as Tenant is not in default under this Lease beyond any applicable cure period, Tenant shall have the continued enjoyment of the Premises free from any disturbance or interruption by any holder of a Mortgage or any purchaser at a foreclosure or private sale of the Project.

15.2 Attornment. If Landlord's interest in the Premises is acquired by any ground lessor, holder of a Mortgage, or purchaser at a foreclosure sale, or transferee thereof, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Premises and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law which gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord's interest.

15.3 Estoppel Certificates. Tenant shall, within 10 business days of demand, execute and deliver to Landlord a written statement certifying: (i) the commencement and the expiration date of the Term; (ii) the amount of Base Rent and the date to which it has been paid; (iii) that this Lease is in full force and effect and has not been assigned or amended in any way (or specifying the date and terms of each agreement so affecting this Lease) and that no part of the Premises has been sublet (or to the extent such is not the case, a copy of any sublease); (iv) that Landlord is not in default under this Lease (or if such is not the case, the extent and nature of such default); (v) on the date of such certification, there are no existing defenses or claims which Tenant has against Landlord (or if such is not the case, the extent and nature of such defenses or claims); (vi) the amount of the Security Deposit held by Landlord; and (vii) any other information a mortgagee or purchaser may reasonably request. It is intended that any such statement shall be binding upon Tenant and may be relied upon by a prospective purchaser or mortgagee. If Tenant fails to provide the requested estoppel within 10 business days after receipt of the request, in addition the provisions of Section 14: (a) Tenant shall be deemed to have given a certificate as above provided, without modification, and shall be conclusively deemed to have admitted the accuracy of any information supplied by Landlord to a prospective purchaser or mortgagee, and (b) Landlord may impose a fee of \$100 per day for each day of delay in providing the statement by Tenant after the 10 business day period. The estoppel certificate shall run to the benefit of all those Landlord specifies as addressees.

15.4 Notice. Tenant shall give written notice of any failure of Landlord to perform any of its obligations under this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Project whose name and address have been furnished to Tenant and such parties shall have the right but no obligation to cure the default on Landlord's behalf. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within 30 days after receipt of Tenant's notice, or such longer period as is reasonably necessary for the cure.

16. LIABILITY

16.1 Landlord's Liability. The liability of Landlord to Tenant shall be limited to the interest of Landlord in the Project (and the proceeds thereof). Tenant agrees to look solely to Landlord's interest in the Project (and the proceeds thereof) for the recovery of any judgment against Landlord, and Landlord and its owners shall not be personally liable for any such judgment or deficiency after execution thereon or matters related to this Lease. In addition, if Landlord sells or otherwise transfers the Project to a new owner,

the transferring Landlord shall not thereafter be named or sought after in any matter related to the Project relating to the time period after the transfer and responsibility for those matters shall automatically transfer to the new owner.

16.2 Tenant's Business Interruption. Notwithstanding any other provision of this Lease, and to the fullest extent permitted by law, Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's personal property or its business or any loss of income therefrom, whether such injury or loss results from conditions arising upon the Premises or the Project, or from other sources or places including any interruption of services and utilities or any casualty, condemnation, whether the cause of such injury or loss or the means of repairing the same is inaccessible to Landlord or Tenant and including injury of loss to Tenant or Tenant's property arising from the acts or omissions of other occupants of the Project.

16.3 WCM. If this Lease is signed by WCM, WCM signs the Lease in a representative capacity as manager of the limited liability company which is Landlord. Tenant acknowledges that WCM has no liability whatsoever under this Lease and Tenant shall have no claims against WCM, its agents or employees in connection with this Lease or the Project.

17. MISCELLANEOUS PROVISIONS

17.1 Notices. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or delivered by nationally recognized courier, or sent by certified mail, return receipt requested, postage prepaid. The contact information for each party is set forth in Section 1 and may be changed by written notice to the other party. All notices shall be effective upon either delivery/receipt, rejection of delivery/receipt, after sending in the manner described above. If Tenant does not provide Landlord with a forwarding address following expiration or termination of this Lease, Landlord shall be relieved of any obligation to forward any funds or items to Tenant.

17.2 Non-Waiver/Accord. Failure of Landlord to insist, in any one or more instances, upon strict performance of any term of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or a relinquishment, but the same shall continue and remain in full force and effect. Landlord shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Landlord. Tenant specifically acknowledges that where Tenant has received a notice of default (whether Rent or non-rent), no acceptance by Landlord of Rent shall be deemed a waiver of such notice, and, acceptance by Landlord of partial Rent shall not be deemed to waive or cure any Rent default. Landlord may, in its discretion, after receipt of partial payment of Rent, refund same and continue any pending action to collect the full amount due, or may modify its demand to the unpaid portion. In either event, the default shall be deemed uncured until the full amount is paid in good funds. Payment by Tenant or receipt by Landlord of a lesser amount than the Rent and other charges stipulated herein shall be deemed to be on account of the earliest stipulated Rent or other charges. No endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Landlord's acceptance of such check or payment shall be without prejudice to Landlord's right to recover the balance of the amount due or pursue any other remedy to which it is entitled.

17.3 Brokers. Except as specified in Section 1, if any, Landlord and Tenant each represent and warrant to the other, that neither party has engaged any broker, finder or other person entitled to any commission or fee in respect of the negotiation, execution or delivery of this Lease, and Landlord and Tenant shall each indemnify and defend the other against any claims for such commission arising out of agreements made or alleged to have been made by or on behalf of the other party. If any new leases, modifications to this Lease or other agreements are made between Landlord and Tenant, Landlord shall not have any obligation to pay any brokerage or finders fees to persons engaged by Tenant.

17.4 Entire Agreement; Amendment; Severability. This Lease supersedes all prior and contemporaneous understandings and agreements; the provisions of this Lease are intended by Landlord and Tenant as the final expression of their agreement; this Lease constitutes the complete and exclusive statement of its terms and no representations, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No provisions of this Lease may be changed, waived, discharged or terminated orally, but only by instrument in writing executed by Landlord and Tenant, or their respective successors in interest, concurrently with or subsequent to the date of this Lease. Tenant acknowledges that neither Landlord nor anyone representing Landlord has made statements of any kind whatsoever on which Tenant has relied in entering into this Lease. Tenant has relied solely on its independent investigation and its own business judgment in entering into this Lease. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

17.5 Force Majeure. Except as specifically provided otherwise herein, time periods for Landlord's or Tenant's performance under any provisions of this Lease (except for the payment of money) shall be extended for periods of time during which the non-performing party's performance is prevented due to circumstances beyond the party's control, including strikes, embargoes, governmental regulations, inclement weather and other acts of God, war or other strife and no such delay in Landlord's performance shall constitute an actual or constructive eviction or entitle Tenant to any abatement of Rent.

17.6 ERISA Contingency. If Exhibit E is attached to this Lease, then this Lease is contingent upon Tenant executing the ERISA Certificate set forth in Exhibit E and taking any other actions requested by Landlord to verify that this Lease is not a prohibited transaction under ERISA. Landlord will rely on the statements by Tenant contained in Exhibit E in agreeing to enter into this Lease. As a result, if Landlord later learns that any of the statements by Tenant on Exhibit E were not correct when made or are no longer correct, then (a) notwithstanding the provisions of Section 14.2, it shall be deemed an incurable default by Tenant under the Lease and Landlord may immediately terminate this Lease by notice to Tenant and Landlord shall be entitled to collect the damages described in Section 14, and (b) Tenant shall indemnify, defend and hold Landlord harmless from any and all damages, costs, or liabilities to the extent incurred by Landlord in connection with the false statements. Whether or not Landlord requires an ERISA Certificate as a condition of this Lease, Landlord may at any time thereafter require Tenant to provide an ERISA Certificate using Landlord's then standard form to verify that this Lease is not a prohibited transaction under ERISA.

17.7 Heirs and Assigns. This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligations to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease including the restriction on assignment and subletting. If more than one person or entity executes this Lease as Tenant, the liability of each shall be deemed to be joint and several. The rights of Landlord herein shall also run to the benefit of all future owners of the Premises.

17.8 Waiver of Self-Help. Tenant waives any statutory or common law right to self-help, including any right to make repairs to the Building or common areas.

17.9 Personal Property Taxes. Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises or Project, including any signage. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of such personal property, furniture or fixtures and Landlord elects to pay the taxes based on such increase, then Tenant shall reimburse Landlord, within 30 days following request, the part of such taxes for which Tenant is primarily liable hereunder.

17.11 Right to Change Public Spaces. Landlord reserves the right at any time, without thereby creating an actual or constructive eviction or incurring any liability to Tenant, to (a) close temporarily any common areas to make repairs or changes or to prevent the acquisition of public rights in such areas, and (b) change the arrangement or location of public areas of the Project not contained within the Premises or any part thereof, including entrances, passageways, parking lots and other public service portions of the Project; provided that Tenant is not prevented from having access to the Premises.

17.12 Consent. Notwithstanding anything contained in this Lease to the contrary, Tenant hereby waives any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction or declaratory judgment, to enforce any right to such consent. Tenant shall pay Landlord's out-of-pocket costs incurred in connection with any requests by Tenant for consent.

17.13 Financial Statements. Within 20 days after written request from Landlord, but not more than two times per year, Tenant shall provide the most recent financial statements and tax returns for Tenant and any guarantor, assignee, or subtenant. The information shall remain confidential, subject to review by potential purchasers and lenders, who shall be instructed to maintain such confidentiality.

17.14 No Reservation/Counterparts. The submission of this Lease for examination, or for execution by Tenant, does not constitute a reservation or option to Lease the Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant. At Landlord's election, this Lease may be executed in counterparts and when all counterparts are executed, the counterparts shall constitute a single binding instrument.

17.15 Authority. If Tenant is an entity rather than a person, each individual executing this Lease on behalf of said entity or its constituents represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said entity. Concurrently with the execution of this Lease, Tenant shall deliver to Landlord any entity resolutions or consents requested by Landlord to evidence such authority. Where Tenant is comprised of more than one person or entity, all covenants and obligations of Tenant hereunder shall be the joint and several covenants and obligations of each person or entity comprising Tenant. Any action permitted or required of Landlord under this Lease may, at Landlord's election, be performed by Landlord's property manager on Landlord's behalf.

17.16 Relocation. Landlord shall have the option to relocate Tenant to other comparable space of approximately the same size elsewhere in the Building, exercisable on 60 days written notice to Tenant. If Landlord exercises the option, (a) Landlord will arrange for the movers and pay the cost of the move, including the reprinting of stationary and including the cost of reconnecting the phone lines and computers, and (b) a new floor plan shall be attached to this Lease and become a part hereof, (c) provide comparable leasehold improvements at Landlord's cost, and (d) all other provisions of this Lease shall remain in full force and effect. If the relocation space is larger than the Premises, there shall be no increase in Base Rent or Additional Rent. If the relocation space is smaller than the Premises, then Base Rent and Additional Rent shall be proportionately reduced.

17.17 Utility Deregulation. Tenant acknowledges that Landlord shall have sole control over the determination of which utility providers serve the Project, and Landlord shall have no obligation to give access or easement rights or otherwise allow onto the Project any utility providers except those approved by Landlord. If, for any reason, Landlord permits Tenant to purchase utility services from a provider other than Landlord's designated company(ies), such provider shall be considered a contractor of Tenant. In addition, Tenant shall allow Landlord to purchase such utility service from Tenant's provider at Tenant's

rate or at such lower rate as can be negotiated by the aggregation of Landlord's tenants' requirements for such utility.

17.18 Clean Air Act. Tenant acknowledges that Landlord has not made any portion of the Premises or the Building accessible for smoking. If Tenant wishes to make any portion of the Premises accessible to smoking, Tenant shall make all improvements necessary to comply with all applicable governmental regulations. Tenant acknowledges that Tenant's indemnity contained in this Lease includes claims based on the presence of tobacco smoke as a result of the activities of Tenant, its employees, agents or guests.

17.19 Choice of Law and Venue. This Lease shall be governed by the law of the state where the Project is located.

17.20 Nondisclosure of Lease Terms. Unless Landlord elects otherwise, the terms and conditions of this Lease constitute proprietary information of Landlord that Tenant will keep confidential. Tenant's disclosure of the terms of this Lease could adversely affect Landlord's ability to negotiate other leases and/or impair Landlord's relationship with other tenants. Accordingly, Tenant will not directly or indirectly disclose the terms or conditions of this Lease to any person or entity other than Tenant's employees, agents, lenders, attorneys or accountants who have a legitimate need to know such information and who also agree to keep the same confidential.

17.21 Regulations. Tenant shall comply with the terms and conditions of any of the following applicable to the Project and any subsequent changes thereto: (a) CC&R's, REA's or other covenants recorded against the Project and any design guidelines referenced therein and any amendments thereto, and (b) any transportation management plan adopted for the Project and all amendments thereto. The population density within the Premises as a whole shall at no time exceed one person for each 250 rentable square feet in the Premises.

17.22 Landlord's Access. Landlord or its agents may enter the Premises to show the Premises to potential lenders, tenants or other parties, to make repairs, alterations or improvements, to inspect and conduct tests in order to monitor Tenant's compliance with this Lease and applicable law; or for any other purpose Landlord deems necessary. Landlord shall give Tenant prior notice of such entry, except in the case of emergency. Landlord may place customary "For Sale" or "For Lease" signs in and about the Premises and Project.

17.23 Quiet Possession. If Tenant pays the Rent and complies with all other terms of this Lease, Tenant may occupy the Premises for the full Term against any person claiming by, through or under Landlord, but not otherwise, subject to the provisions of this Lease.

17.24 Costs and Attorneys' Fees. In the event of litigation between the parties hereto, declaratory or otherwise to enforce this Lease, the non-prevailing party shall pay the costs thereof and reasonable attorneys' fees actually incurred by the prevailing party, in such suit, at trial and on appeal. In addition, if Landlord engages counsel to enforce the terms of this Lease, including for the purpose of preparing a delinquency notice, Tenant shall be required to reimburse Landlord for all costs incurred before the subject default is considered cured. Tenant shall pay Landlord's reasonable attorneys' fees and other out-of-pocket costs incurred in connection with any other requests for Landlord's consent.

17.25 Interpretation. The captions of sections or subsections of this Lease are to assist the parties in reading this Lease and are not a part of the terms and provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the

conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's expressed or implied permission. References to "including" shall mean "including without limitation". This Lease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. Each party had the opportunity to be represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Lease against the drafter is not applicable and is waived.

17.26 No Recordation. Tenant shall not record this Lease without prior written consent from Landlord. However, Landlord may require that a "Short Form" memorandum of this Lease executed by both parties be recorded.

17.27 Waiver of Jury Trial. To the fullest extent permitted by applicable law, Landlord and Tenant hereby waive all rights to request a jury trial in any proceeding or counterclaim arising out of this Lease or Tenant's right to occupy the Premises. Any Tenant counterclaims shall be raised in a separate proceeding rather than any summary proceeding for non-payment of Rent or possession of the Premises. Tenant further waives any right to remove said summary proceeding to any other court or consolidate said summary proceeding with any other action, whether brought before or after the summary proceeding.

17.28 Survival. The obligations of each party applicable to time periods prior to the termination or expiration of this Lease shall survive termination or expiration of this Lease, including Landlord's right to indemnification and defense from claims arising from matters occurring prior to termination even though the claim is asserted against Landlord after termination, and payment of amounts not finally calculated by the expiration/termination date.

17.29 Holding Over. If Tenant fails to surrender possession of the Premises upon termination or expiration of this Lease, and if Tenant obtains Landlord's written consent to Tenant's continued occupancy, then Tenant's occupancy shall be deemed to be a month to month tenancy, with Base Rent due at a rate one and one half times the Rent payable by Tenant hereunder during the calendar month immediately preceding such termination or expiration (the "Latest Rate") and Landlord may terminate such month to month tenancy upon 30 days' notice to Tenant. If Tenant fails to surrender possession of the Premises upon termination or expiration of this Lease and if Tenant does not obtain Landlord's written consent to Tenant's continued occupancy, then Tenant shall be deemed a trespasser and shall be liable to Landlord for all damages sustained by Landlord as a result thereof, together with Base Rate at a rate double the Latest Rate.

17.30 Inducements. Any agreement by Landlord for possession of the Premises without the payment or reduced payment of Rent or other charges or for the giving or paying by Landlord to or for Tenant of any cash or other bonus, inducement or consideration for Tenant's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions" are conditioned upon Tenant's full and faithful performance of all of the terms, covenants and conditions of this Lease to be performed or observed by Tenant during the Term. If Tenant defaults hereunder and fails to cure the default within any applicable cure period, any Rent, other charges, bonus, inducement or consideration abated, given or paid by Landlord under such an Inducement Provision shall be immediately due and payable by Tenant to Landlord and recoverable by Landlord as Additional Rent due under this Lease, notwithstanding any subsequent cure by Tenant.

17.31 USA Patriot Act and Anti-Terrorism Laws. Landlord and Tenant each represent and warrant that neither they nor the officers and directors controlling Landlord and Tenant, nor any person or entity that directly owns a 10% or greater equity interest in it, respectively, are or are acting, directly or indirectly, for or on behalf of any person, group, entity, or nation with whom U.S. persons or entities are

restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Treasury Department, including those named on the OFAC's Specially Designated National and Blocked Person List, or are or are acting directly or indirectly for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 signed on September 24, 2001 ("Executive Order") as a person who commits, threatens to commit, or supports terrorism; or are or are acting directly or indirectly for a person, group, entity or nation in violation of the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (the "Money Laundering Act"); and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation. Each party agrees during the Term of this Lease to comply with the Executive Order and the Money Laundering Act, and to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

LANDLORD:

REEF CROWN VALLEY LLC,
a Washington limited liability company

By: Washington Capital Management, Inc.
its Manager

By: _____

Its: _____

Date Signed: _____

TENANT:

**SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT,**
a political subdivision of the State of California

By: _____

Name: _____

Its: _____

Date Signed: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 1 OF PARCEL MAP NO. 79-170, IN THE CITY OF MISSION VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 147, PAGES 10 AND 12 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER IN OR UNDER OR WHICH MAY BE PRODUCED FROM SAID PARCEL WHICH UNDERLIES A PLANE PARALLEL TO AND 550 FEET BELOW THE PRESENT SURFACE OF SAID PARCEL FOR THE PURPOSE OF PROSPECTING FOR, THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAXING OF SAID MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER FROM SAID PARCEL BY MEANS OF MINES, WELLS, DERRICKS OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND OR LYING OUTSIDE OF THE ABOVE DESCRIBED PARCEL, IT BEING UNDERSTOOD THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER AS SET FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OR ANY PORTION THEREOF ABOVE SAID PLANE TO AND 550 FEET BELOW THE PRESENT SURFACE OF THE SAID PARCEL FOR ANY PURPOSE WHATSOEVER.

PARCEL B:

NON-EXCLUSIVE EASEMENTS FOR (A) ACCESS, PARKING, INGRESS AND EGRESS; (B) MAINTENANCE AND REPAIR; (C) UTILITY PURPOSES, AND (D) ENCROACHMENTS AND OTHER PURPOSES ALL AS MORE PARTICULARLY DESCRIBED IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR MISSION VIEJO BUSINESS PLAZA ("MASTER DECLARATION"), RECORDED OCTOBER 3, 1979 AS INSTRUMENT NO. 4596 IN BOOK 13336 PAGE 740, THE CORPORATION GRANT OF EASEMENT OVER MASTER COMMON AREAS RECORDED JANUARY 18, 1980 AS INSTRUMENT NO. 20763 IN BOOK 13472 PAGE 1837, AND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR MISSION VIEJO BUSINESS PLAZA NO. 1 ("SUPPLEMENTAL DECLARATION"), RECORDED ON JUNE 13, 1980 AS INSTRUMENT NO. 13697, IN BOOK 13634, PAGE 405, AND SHOWN IN THE DEED RECORDED JANUARY 6, 1982 AS INSTRUMENT NO. 82-004743, ALL OF OFFICIAL RECORDS, ORANGE COUNTY, CALIFORNIA AND AS DEPICTED ON PARCEL MAP NO. 79-170.

EXHIBIT B

SITE PLAN/ FLOOR PLAN

EXHIBIT C

WORK LETTER

LANDLORD'S WORK

A. Plans and Specifications. Landlord will prepare plans and specifications for the build-out of the Premises (the "Plans and Specs"). The work contained in the Plans and Specs is "Landlord's Work". The TI Allowance shall be applied toward the hard and soft costs of the Landlord's Work, including design costs, permitting costs and a construction management fee payable to Landlord's agent, not to exceed 4%, but excluding cabling, telecommunications, fixturing, equipment or moving costs.

B. Completion and Punch List. Landlord shall deliver possession of the Premises to Tenant when that portion of Landlord's Work consisting of minor electrical, wall demolition, paint and carpet, as shown on the attached Space Plan, in the Premises is complete, subject to (a) work that can't be completed prior to Tenant's Work and (b) Punch List Work. The remaining portion of Landlord's Work consisting of the installation of a full height wall and related electrical shall be completed by Landlord at a later date on a schedule to be mutually determined by the parties. When Landlord believes that Landlord's Work has been so completed, representatives of Landlord and Tenant shall perform a "walk-through" of the Premises and shall jointly prepare a list of all the items which have not been completed or are not in conformance with the Plans and Specs and Landlord shall promptly cause such items to be remedied. The existence of such Punch List Work shall not delay the commencement of the Lease. Except for the Punch List Work and the remaining Landlord work referenced above, the Premises shall be deemed accepted by Tenant in its as-is condition when Tenant begins to move its personal property into the Premises.

C. Costs. Landlord will prepare an estimate of the total cost of the Landlord's Work for Tenant's review and approval. The cost of the Landlord's Work shall include the construction costs, the sales tax on the construction costs, the architectural and engineering fees, traffic impact fees, the permitting fees, construction management fees and any other fees in connection with the Landlord's Work. If, after receiving the estimate, Tenant wishes to modify the planned improvements to reduce the costs, Landlord will cooperate with Tenant in that regard but to the extent that the changes delay the submission of the building permit application or the construction schedule for the Landlord's Work by more than 2 business days, which in turn results in a delay in the Commencement Date, then any delay beyond the 2 business-day period shall be deemed a Tenant Delay.

D. Change Orders. If, after Landlord has contracted for the work, Tenant requests changes or additions in the Plans and Specs, Landlord shall work with its architect and contractor to determine whether such changes or additions are feasible. If the change is feasible, and if Landlord elects to permit the change, then Landlord shall prepare an estimate of the additional costs related to the addition or change as well as any estimate of any completion delay likely to be caused by such change or addition, and Tenant shall deposit with Landlord, prior to commencement of the change, the estimated cost, if any. If any change or addition delays completion of Landlord's Work, which in turn results in a delay in the Commencement Date, Tenant shall reimburse Landlord for daily Base Rent for the number of days of the delay.

E. Tenant Delays. If completion of Landlord's Work is delayed by Tenant's failure to perform its obligations, Tenant shall pay Base Rent and Additional Rent to Landlord for each day of resulting delay in the Commencement Date, payable upon receipt of Landlord's invoice.

F. TI Allowance. Landlord shall provide the TI Allowance set forth in Section I.A.2.

TENANT'S WORK – The term “Tenant’s Work” shall mean any fixturing and other improvements to the Premises to be made by Tenant and not included in Landlord’s Work.

TENANT IMPROVEMENTS – The term “Tenant Improvements” shall mean Landlord’s Work and Tenant’s Work.

Space Plan

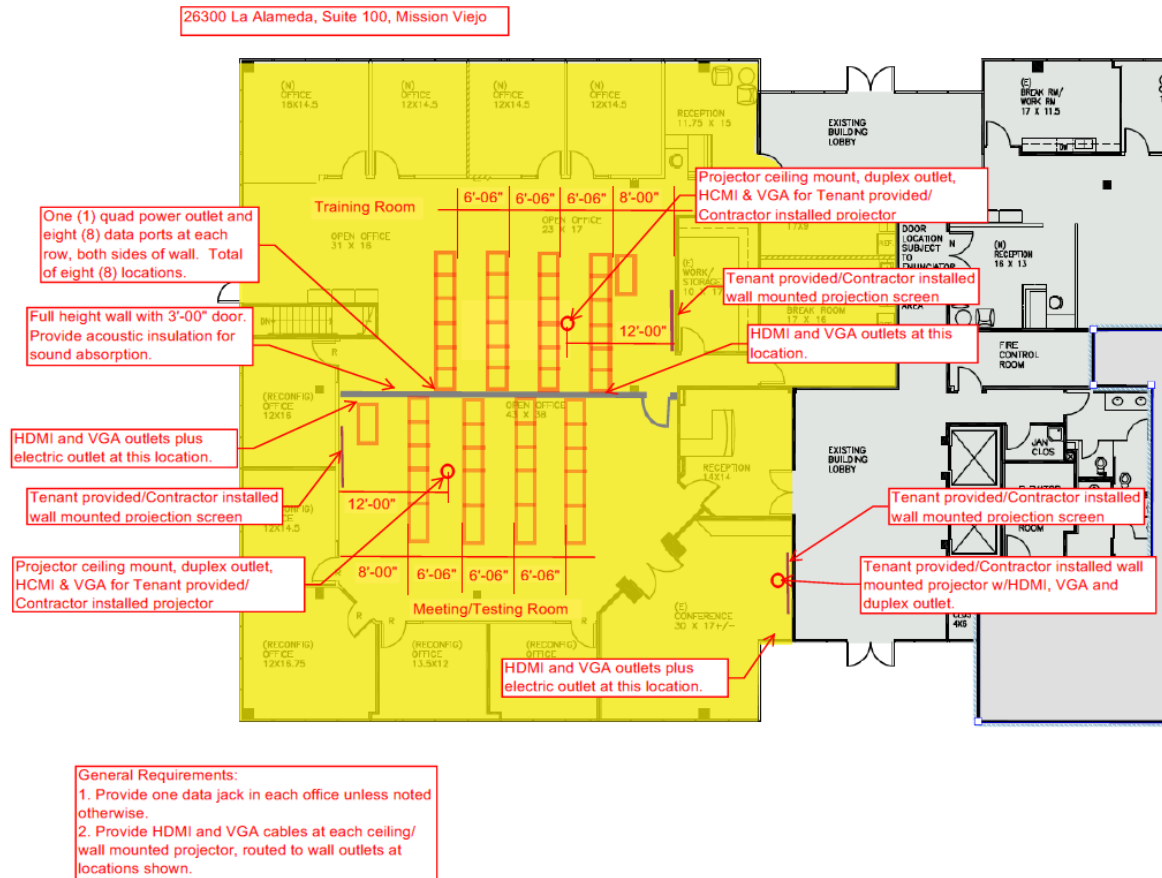




EXHIBIT D

RULES AND REGULATIONS

1. Landlord shall have the right to control and operate the Common Areas in such manner as Landlord considers appropriate. Tenant shall not invite to its Premises, or permit the visit of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the Common Areas by others. No portion of the sidewalks, doorways, entrances, passages, vestibules, halls, lobbies, corridors, elevators or stairways in or adjacent to the Building shall be obstructed or used for any purpose other than the ingress and egress to and from the Premises. Tenant, its employees or invitees shall not go upon the roof of the Building.

2. During such hours as Landlord may from time to time reasonably determine, Landlord may: (a) require all persons entering or leaving the Building or Project to identify themselves to a watchman by registration or otherwise and to establish their right to enter or leave the Premises or the Building; and (b) limit entries into and departures from the Building to such one or more entrances as Landlord shall from time to time designate. Landlord reserves the right to exclude or eject from the Building all solicitors, canvassers and peddlers, or any person who, in the judgment of Landlord's security officer or employee in charge, is under the influence of intoxicants or drugs, or any person who shall in any manner do any illegal act or any act in violation of any of the rules and regulations. Landlord may enact such other security measures as Landlord may from time to time determine necessary for the safety and protection of the occupants and the Building. Landlord shall not be liable for damages for any error with regard to the admission to or exclusion from the Building of any person.

3. All janitorial service in and about the Premises shall be performed by employees of or service companies retained by or approved by Landlord. Landlord shall have no liability whatsoever to Tenant or any other person for any loss of or damage to personal property on or about the Premises, however occurring, including any damage done by a janitor or any other employee or any person. Janitor service will not be furnished on nights when rooms are occupied after 6:00 p.m. unless, by agreement in writing, service is extended to a later hour for specifically designated rooms.

4. Tenant shall, prior to moving furniture or other equipment into or out of the Building, in all instances (a) first obtain the prior written approval of Landlord, both as to the time of day and entrance to the Building to be utilized by Tenant in connection with such move, and (b) provide to Landlord an insurance certificate evidencing that the moving company carries the same levels of insurance as are required of Tenant and that Landlord and Landlord's property manager are named as additional insureds on such coverage. The firm employed to move Tenant's equipment, material, furniture or other property in or out of the Building must be a professional mover, reasonably acceptable to Landlord and any damage to the Building (including any elevator) shall be paid for by Tenant.

All deliveries of large or bulky articles shall be delivered to and removed from the Premises only in elevators which have been properly padded by Landlord. All deliveries of the above-mentioned items must be scheduled with the Landlord to ensure the elevator used for the delivery is properly padded. Objects of unusual or extraordinary size or weight shall not be brought into or removed from the Building without the prior written consent of Landlord and, where such consent is obtained, shall be brought into or removed from the Building at the time and place and in the manner and shall be placed and maintained in such location and position in the Premises as Landlord may designate.

Landlord shall not be responsible for damage to any of Tenant's property delivered to or left in any receiving area or elsewhere in the Building or to any property moved or handled anywhere in the Building

by any agent, employee or representative of Landlord as an accommodation to Tenant, Landlord being under no obligation to accept delivery of, or to move or handle, any property of Tenant.

5. Tenant shall not place a load upon any floor of the Premises which exceeds the applicable design load. Landlord reserves the right to prescribe the weight and position of all safes, files and heavy installations which Tenant wishes to place in the Premises in order to properly distribute the load. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein so as to be objectionable to Landlord or to any other occupant in the Building shall be placed and maintained by Tenant at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration.

6. Tenant, Tenant's employees, agents or invitees shall not, without the prior written consent of Landlord:

a. Install, maintain or operate any vending machine or any other machines of any description whatsoever (other than small business machines), either on the Premises or elsewhere in the Building.

b. Attach, hang or use any curtain, blind, shade, awning or screen in connection with any window, door or entrance in the Premises or the Building, or attach or install any aerials or other projections from the Premises or the Building.

c. Use the name of the Building for any purpose other than that of Tenant's business address, or use any picture of the Building.

d. Alter any lock or install a new or additional lock or any bolt on any door of the Premises. If Landlord shall give its consent thereto, Tenant shall in each case furnish Landlord with a key for any such lock, and upon termination of its tenancy, Tenant shall deliver to Landlord all keys to the Premises and to all other rooms or offices furnished to Tenant or which Tenant shall have had made. Landlord will provide Tenant with additional keys or card keys for any lock in the Premises upon payment therefore by Tenant.

e. Bring or keep in or about the Premises or the Building any animals, birds or other pets (except service animals) or bicycles or other vehicles, except at such areas as Landlord may designate, temporarily or otherwise.

f. Make or permit to emanate from the Premises or the Building any objectionable noise or odor, or in any manner annoy, disturb or interfere with other Occupants or their employees and invitees.

g. Install telegraphic or telephonic connections or other wire services, or bore or cut for such wires or instruments incident thereto, unless Landlord has approved the location and method of installation, introduction and placement of such wires and instruments.

h. Drive spikes, hooks, screws or nails or other devices in the walls or woodwork (except for hanging small pictures or similar items) or drill holes in the floor of the Premises.

i. Place any boxes, cartons or other rubbish in the corridors or other public areas of the Building.

j. Use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible or explosive fluid or material or chemical substance other than limited quantities of such materials or substances reasonably necessary for the operation or maintenance of office equipment or limited quantities of cleaning fluids and solvents required in Tenant's normal operations in the Premises.

k. Use any method of heating or air conditioning other than that supplied by Landlord.

l. Paint, display, inscribe, maintain or affix any sign, placard, picture, advertisement, name, notice, lettering or direction on any part of the outside or inside of the Property, or on any part of the inside of the Premises which can be seen from the outside of the Premises without the prior consent of Landlord, and then only such name or names or matter and in such color, size, style, character and material as may be first approved by Landlord in writing. Landlord reserves the right to remove at Tenant's expense all matter not so installed or approved without notice to Tenant.

m. Produce, or permit to be produced, any intense glare, light or heat except within an enclosed or screened area and then only in such manner that the glare, light or heat shall not, outside the Premises, be materially different than the light or heat from other sources outside the Premises.

n. Create, or permit to be created, any sound pressure level which will interfere with the quiet enjoyment of any real property outside the Premises, or which will create a nuisance or violate any governmental law, rule, regulation or requirement.

o. Transmit, receive or permit to be transmitted or received, any electromagnetic, microwave or other radiation which is harmful or hazardous to any person or property in, or about the Project.

p. Create, or permit to be created, any noxious odor that is disruptive to the business operations of any other tenant in the Project.

q. Place anything or allow anything to be placed in the Premises near the glass of any door, partition, wall or window which may be unsightly, in Landlord's discretion, from outside the Premises, and Tenant shall not place or permit to be placed any article of any kind on any window ledge or on the exterior walls. Blinds, shades awnings or other forms of inside or outside window ventilators or similar devices, shall not be placed in or about the outside windows in the Premises except to the extent, if any, that the character, shape, color, material and make thereof is first approved by the Landlord.

7. Tenant will refer all contractors, contractor's representatives and installation technicians rendering any service to Tenant, to Landlord's building manager for approval before performance of any work. Notwithstanding such approval, Landlord shall not be liable in any manner for the work so performed by Tenant's contractors, contractor's representatives and installation technicians. This shall apply to all work performed in the Building including installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, window, ceilings, equipment or any other part of the Building.

8. Tenant shall give prompt written notice to Landlord of any accidents to or defects in plumbing, electrical fixtures, heating or air conditioning systems or other systems or improvements in the Premises or the Building, to enable Landlord to repair such damage or defects.

9. Landlord may change the name and the street address of the Building, without notice and without liability to Tenant.

10. Landlord reserves the right from time to time to amend and to make such further rules and regulations as, in the judgment of the Landlord, may be necessary or desirable for the safety, care or cleanliness of the Building or the preservation of good order therein, or the maintenance and promotion of the Building or for any other reasonable or desirable purpose. Such further rules and regulations and such amendments shall be binding upon Tenant, effective upon Tenant's receipt of a copy thereof. Waiver by Landlord of any breach of any provision of the rules and regulations by any other occupant shall not be deemed to be a waiver of such rules and regulations as to Tenant or all occupants.

11. In addition to definitions set forth in these rules and regulations, capitalized terms herein shall have the same meaning as set forth in the Lease to which this is an Exhibit.

12. Tenant shall comply with all smoking restrictions promulgated by Landlord and shall enforce all such restrictions against Tenant's employees and invitees.

13. If Landlord permits Tenant to install any telecommunications equipment and/or wiring within any portion of the Building other than the Premises, the installation and maintenance of the same shall comply with the requirements of this rule:

a. All equipment shall be clearly labeled and all cabling shall be clearly labeled at least every 10 feet;

b. Any equipment installed on the roof shall be inspected and maintained at least quarterly by a company approved by Landlord to assure that the roof membrane remains watertight.

c. A maximum of two technical and/or managerial employees of Tenant may have a key to, or enter, any telecommunications equipment room containing equipment serving more than one tenant ("Common Telecom Room").

d. Except in the event of an emergency, (a) Tenant or its service provider must give advance notice to Landlord's property manager of any access desired to any Common Telecom Room or any conduit or riser containing cabling serving more than one tenant ("Common Conduit"), (b) Landlord shall have the right to have a representative accompany the person entering and/or accessing the any Common Telecom Room or Common Conduit, and (c) the person entering or accessing the roof, any Common Telecom Room or any Common Conduit shall submit to Landlord's property manager or security personnel a written request for entry/access identifying the name and company of the person entering or accessing, when they expect to enter/access and what they plan to do. When done, the person shall submit to Landlord's property manager or security personnel a written report specifying when their entry/access commenced and ended and what work was done.

e. Tenant or its service provider must give advance notice to Landlord's property manager of any access desired to the roof and Landlord shall have the right to have a representative accompany the person entering and/or accessing the roof, any Common Telecom Room or Common Conduit.

f. Except in the event of an emergency, Landlord may require Tenant's service provider to give advance notice to other service providers with equipment in any Common Telecom Room or cabling in any Common Conduit before entering/accessing the same for non-emergency work.

EXHIBIT E

TENANT'S ERISA CERTIFICATE

November _____, 2015

REEF Crown Valley LLC
Crown Valley Financial Plaza

Washington Capital Management, Inc.,
individually and as investment manager
for Washington Capital Joint Master Trust
Real Estate Equity Fund under the Washington
Capital Joint Master Trust, its successors and assigns
1200 Sixth Avenue, Suite 700
Seattle, WA 98101

Re: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Washington Capital Management, Inc. ("WCM") as investment manager of the Washington Capital Joint Master Trust Real Estate Equity Fund under the Washington Capital Joint Master Trust, its successors and assigns (the "Fund"), has agreed that REEF Crown Valley LLC ("Landlord"), which is owned in whole or in part by The Bank of New York Mellon Trust Company, N.A. as directed trustee for the Fund, will lease that certain real property together with the improvements, structures, fixtures, equipment and other personal property used in connection therewith or stored thereon commonly known as 26300 La Alameda, Mission Viejo, California ("Property"), to **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California** ("Tenant").

In connection with the Transaction (as defined below), each of the undersigned wishes to make certain certifications of fact that will be used by Landlord and WCM to make determinations relative to the prohibited transaction rules under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and to determine the availability of ERISA Prohibited Transaction Exemption 84-14 (the so-called Qualified Professional Asset Manager exemption) with respect to the Transaction.

For purposes of the certifications set forth herein, in addition to the terms defined above, the following terms have the meanings set forth below:

"Affiliate" means with respect to any person (i) any person directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the person, (ii) any corporation, partnership, trust or unincorporated enterprise of which such person is an officer, director, ten percent or more partner, or highly compensated employee within the meaning of section 4975(e)(2)(H) of the Code (but only if the employer of such employee is the plan sponsor of any Plan), (iii) any director of the person, or any employee of the person who is a highly compensated employee within the meaning of section 4975(e)(2)(H) of the Code, or who has direct or indirect authority, responsibility, or control regarding the custody, management or disposition of plan assets involved in the transaction, and (iv) with respect to an employer any of whose employees are covered by any Plan, a named fiduciary (within the meaning of Section 402(a)(2) of ERISA) of the assets of such Plan involved in the transaction, if such employer or an affiliate of such employer has the authority, alone or shared with others, to appoint or terminate the named fiduciary or otherwise negotiate the terms of the named fiduciary's employment agreement.

“Certifying Party” means each of the undersigned.

“Code” means the Internal Revenue Code of 1986, as amended, or any successor statute.

“Control” means the power to exercise a controlling influence over the management policies of a person other than an individual.

“Interest” means with respect to the ownership of an entity (i) the combined voting power of all classes of stock entitled to vote or the total value of the shares of all classes of stock of a corporation, (ii) the capital interest or the profits interest of a partnership, or (iii) the beneficial interest of a trust or unincorporated enterprise. A person is considered to own an interest held in any capacity if the person has or shares the authority to exercise any voting rights or to direct some other person to exercise the voting rights relating to such interest, or to dispose of or to direct the disposition of such interest.

“Party in Interest” means (A) a fiduciary (including an administrator, officer, trustee or custodian), counsel or employee of any Plan; (B) a service provider to any Plan; (C) an employer or employee organization whose employees or members are covered by any Plan, or the owner, directly or indirectly, of fifty percent or more of such employer or employee organization; (D) a corporation, partnership, estate or trust fifty percent or more owned or held, directly or indirectly, by persons described in the foregoing clauses (A), (B) and (C); (E) a relative (spouse, ancestor, lineal descendent or spouse of a lineal descendent) of any individual described in the foregoing clauses (A), (B) and (C); (F) an employee, officer or director (or individual having powers or responsibilities similar to those of officers or directors), or a ten percent or more shareholder, directly or indirectly, of any Plan or of any person described in the foregoing clauses (B), (C) or (D); (G) a ten percent or more (directly or indirectly, in capital or profits) partner or joint venturer of a person described in the foregoing clauses (B), (C) or (D), all within the meaning of Section 3(14) of ERISA.

“Plan” means any employee welfare, benefit, or retirement plan, fund or program qualified under section 401(a) of the Code or subject to title I of ERISA or section 4975 of the Code, or individual retirement account described in section 408(a) of the Code, the assets of which are included in the Fund as of the date hereof. A current list of Plans is labeled “Real Estate Equity Fund Institutional Client List” and is attached hereto.

“Related Party” means (A) a person which as of the last day of the most recent calendar quarter owns a 10 percent or more Interest in WCM, (B) a person controlling or controlled by a person which as of the last day of the most recent calendar quarter either (i) owns a 20 percent or more Interest in WCM, or (ii) owns a greater than 10 percent, but less than 20 percent, Interest in WCM and exercises control over management or policies of WCM by reason of its ownership Interest in WCM.

“Transaction” means any transaction involving the assets of the Plan with respect to the Tenant leasing or occupying the Property. The leasing of the Property shall be deemed to be a Transaction hereunder for the entire period of the lease, plus any extensions or renewals thereof.

In connection with the Transaction, following diligent inquiry, the undersigned hereby represents, warrants and certifies to you as follows:

1. No Certifying Party is a Related Party with respect to WCM.
2. No Certifying Party or any Affiliate with respect to any Certifying Party has the authority (i) to appoint or terminated WCM as a manager of the assets of any Plan, or (ii) to negotiate the terms of the management agreement with WCM (including renewals or modifications thereof) on behalf of any Plan.
3. No Certifying Party is a Party in Interest with respect to any Plan.

To the best knowledge of the undersigned, following diligent inquiry, the foregoing certifications are true and correct as of the date hereof. Each of the undersigned hereby acknowledges that this certificate and the foregoing representations will be relied upon by counsel to WCM in determining the availability of ERISA Prohibited Transaction Class Exemption 84-14 (Qualified Professional Asset Manager), and other provisions of relevant law, with respect to the Transaction.

In witness whereof the undersigned has/have executed this certificate.

**SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT,**
a political subdivision of the State of California

By: _____

Name: _____

Title: _____

Date: _____

Washington Capital Management, Inc.
Real Estate Equity Fund Institutional Client List

November 1, 2015

- AGC-IUOE Local 701 Pension Trust Fund
- Alaska Electrical Pension Fund
- Alaska Ironworkers Pension Fund
- Alaska Laborers – Employers Retirement Fund
- Alaska Plumbing and Pipefitting Industry Pension Fund
- Archdiocese of Seattle Priests Pension Plan
- Arizona Sheet Metal Pension Trust Fund
- BAC Local No. 1 Washington Pension Trust
- Carpenters Funds Administrative Office of Northern California Pension Plan
- Carpenters Pension Trust Fund for Northern California
- The Group Investment Trust Of The Carpenters Retirement Trust Of Western Washington And The Carpenters Individual Account Pension Plan Of Western Washington
- Cement Masons and Plasterers Retirement Trust Fund
- Cement Masons and Plasterers Joint Pension Trust
- Cement Masons – Employers Pension Trust
- Edison Pension Trust
- IBEW Local Union 191 Money Purchase Plan
- Idaho Plumbers & Pipefitters Pension Trust
- Ironworkers District Council of the Pacific Northwest Field Ironworkers Annuity Trust
- Northwest Ironworkers Retirement Trust
- Northwest Sheet Metal Workers Pension Trust
- Operating Engineers Retirement Fund Locals 302 & 612
- Oregon Laborers – Employers Pension Plan and Trust
- Oregon Sheet Metal Workers Pension Plan
- Oregon-Washington Carpenters Employers Pension Trust Fund
- Paintmakers & Allied Trades Pension Plans A&B
- Pension Trust Fund of Operating Engineers (Local 3)
- Plasterers Local 82 Pension Fund
- Puget Sound Electrical Workers Pension Plan
- Resilient Floor Covering Pension Fund
- Roofers Local 54 Supplemental Benefit Plan
- Roofers Local 58 Supplemental Benefit Plan
- San Diego County Cement Masons Pension Trust
- San Diego Electrical Pension Trust Fund
- Sheet Metal Workers’ Pension Plan of Northern California
- Sheet Metal Workers’ Pension Plan of Southern California, Arizona and Nevada
- Southern Alaska Carpenters Defined Benefit Plan
- Southern California IBEW-NECA Pension Trust Fund
- United Association Local No. 290 Plumber, Steamfitter and Shipfitter Industry Pension Plan
- Washington-Idaho Cement Masons Employees Retirement Trust Fund
- Washington-Idaho Laborers Employers Pension Trust Fund
- Washington State Plumbing & Pipefitting Industry Pension Plan
- Western Glaziers Retirement Trust - Oregon and SW Washington
- Western Washington Glaziers Retirement Fund
- Western Washington Laborers-Employers Pension Trust
- Western Washington Painters Defined Contribution Pension Plan

Does not represent endorsement or reference. *For internal purposes only—client names not to be distributed externally.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Acceptance of the District, Retiree OPEB Trust, Saddleback College Foundation, Irvine Valley College Foundation, ATEP Foundation, and SOCCCD Foundation Annual Audit Reports: FY 2014-2015

ACTION: Review

BACKGROUND

California Education Code Section 84040 requires that an annual audit of all District funds be made by a Certified Public Accountant or a Public Accountant licensed by the State Board of Accounting. Title 5, California Code of Regulations, Section 59104, further requires that the governing board of each community college district review the annual audit at a regularly scheduled public meeting.

STATUS

The Board of Trustees employed the firm of Christy White Associates, Certified Public Accountants, to conduct an audit of the District (EXHIBIT A), the Retiree OPEB Trust (EXHIBIT B), the Saddleback College Foundation (EXHIBIT C), the Irvine Valley College Foundation (EXHIBIT D), the ATEP Foundation (EXHIBIT E), and the SOCCCD Foundation (EXHIBIT F) funds for FY 2014-2015. The general purpose financial statements with accompanying audit report have been completed and are being submitted to the college Foundation Boards, as well as to the members of the Board of Trustees.

The auditors issued an unmodified opinion for the FY 2014-2015 financial statements with no financial findings.

The Foundations are considered component units of the District and are included through discrete presentation in the District's audit report. The Audit Committee as well as Foundation Directors, and staff had the opportunity to meet with the auditors before the final version of the reports were printed.

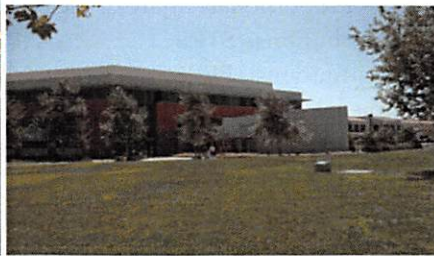
RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept the District, the Retiree OPEB Trust, the Saddleback Foundation, the Irvine Valley College Foundation, the ATEP Foundation, and the SOCCCD Foundation FY 2014-2015 audit reports as presented in EXHIBIT A through F.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AUDIT REPORT

JUNE 30, 2015



San Diego

Los Angeles

San Francisco
Bay Area

christywhite
A PROFESSIONAL
ACCOUNTANCY CORPORATION
associates

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
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FOR THE YEAR ENDED June 30, 2015

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FINANCIAL SECTION



INDEPENDENT AUDITORS' REPORT

Christy White, CPA

Michael Ash, CPA

Heather Rubio

The Board of Trustees
South Orange County Community College District
Mission Viejo, California

Report on the Financial Statements

We have audited the accompanying basic financial statements of the business-type activity, aggregate discretely presented component units and fiduciary funds of the South Orange County Community College District, as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the South Orange County Community College District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

SAN DIEGO
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*Licensed by the California
State Board of Accountancy*

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activity, the aggregate discretely presented component units and the fiduciary funds of South Orange County Community College District, as of June 30, 2015, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of a Matter

As described in Note 1 to the financial statements, in 2015 South Orange County Community College District adopted new accounting guidance, Governmental Accounting Standards Board Statement No. 68, *Accounting and Financial Reporting for Pensions*. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information, such as management's discussion and analysis, schedule of funding progress, schedules of proportionate share of net pension liability, and schedules of District contributions for pensions be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the South Orange County Community College District's basic financial statements. The supplementary information listed in the table of contents, including the schedule of expenditures of Federal awards, which is required by the U.S. Office of Management and Budget Circular A-133, *Audits of State, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The supplementary information listed in the table of contents is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 28, 2015 on our consideration of South Orange County Community College District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering South Orange County Community College District's internal control over financial reporting and compliance.

Christy White Associates

San Diego, California
October 28, 2015

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2015**

INTRODUCTION TO THE BASIC FINANCIAL STATEMENTS

The South Orange County Community College District serves over 40,000 students who attend Saddleback College in Mission Viejo, Irvine Valley College in Irvine, and the Advanced Technology & Education Park (ATEP) in Tustin. Due to the prudent management and conservative fiscal policies, our District has prepared for the challenging budget times by creating reserves, retiring debt, fully funding the retiree liability, and implementing efficiencies throughout all operations. Strategic planning, investments in technology and increasing online services to students ensure we can meet the current and growing demands of transfer to four-year colleges, workforce training, career technical preparation, and basic skills. Over 3,000 employees in the South Orange County Community College District are committed to providing the best educational foundation possible for our students with respect for taxpayers. We invite you to learn more about us and our services to students and the community at www.socccd.edu.

ACCOUNTING STANDARDS

In June 1999, the Governmental Accounting Standards' Board (GASB) released Statement No. 34, "Basic Financial Statement and Management's Discussion and Analysis for State and Local Governments," which changed the reporting format for annual financial statements. In November 1999, GASB released Statement No. 35, "Basic Financial Statement and Management's Discussion and Analysis for Public Colleges and Universities," which applies these reporting standards to public colleges and universities. The South Orange County Community College District continues to present its financial statements in this reporting format.

The following management's discussion and analysis provides an overview of the financial position and activities of the South Orange County Community College District's Financial Report for the year ended June 30, 2015. The previous year's financial statements that provide information on the District as a whole:

The Statement of Net Position
The Statement of Revenues, Expenses and Changes in Net Position
The Statement of Cash Flows

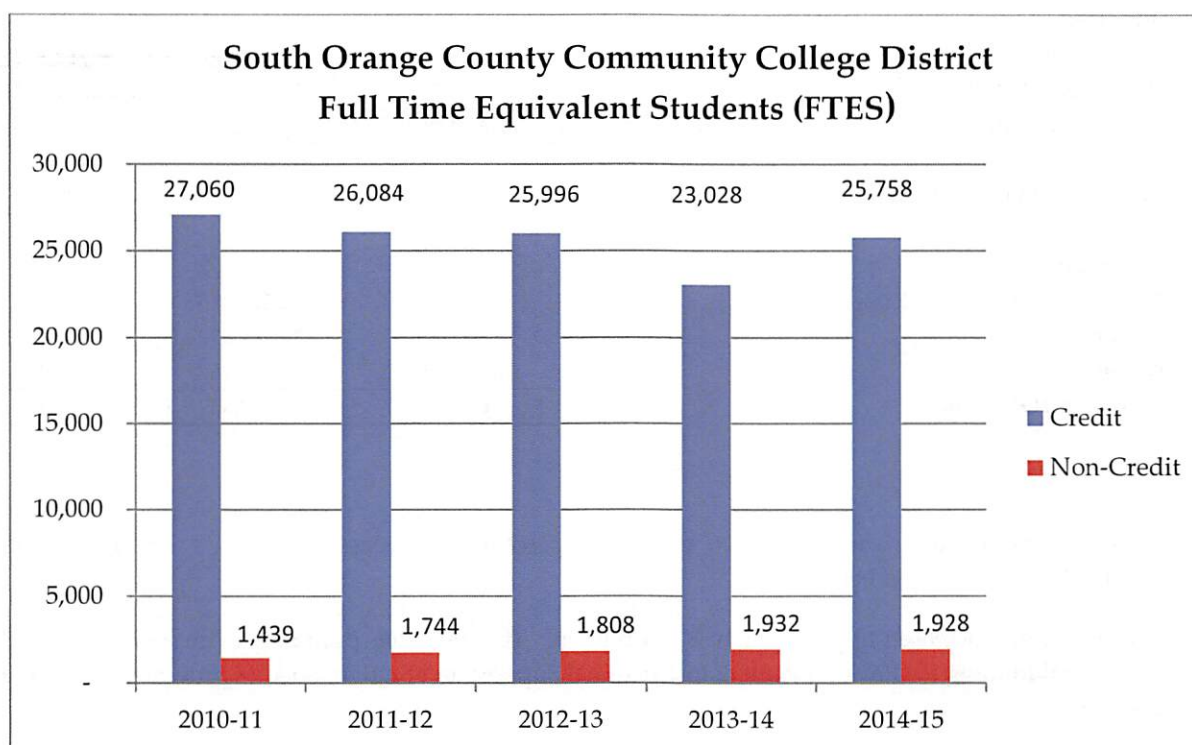
Each of these statements will be reviewed and significant events discussed.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2015**

FINANCIAL AND ENROLLMENT HIGHLIGHTS

The District ended the year with a strong fund balance. The ability to maintain a prudent reserve of 7.5% affords cash flow stability for the District without external borrowing. Property taxes continue to provide a reliable revenue source that allows the District some protection from state budget cuts and forced workload reductions.

Reported resident enrollments at the colleges increased in FY 2014-2015 by 10.9% from the prior year. This is primarily the result of the timing of reporting FTES (full-time equivalent students) for strategic planning rather than an actual increase in students served. A history of resident student enrollments is provided below.



Non-resident enrollment increased significantly. In FY 2013-2014 the District reported 1,517 FTES and in FY 2014-2015 it increased to 1,782 FTES, a 17% increase.

STATEMENT OF NET POSITION

The Statement of Net Position presents information on the District's assets, deferred outflows of resources, liabilities, deferred inflows of resources and net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2015**

STATEMENT OF NET POSITION (continued)

	2015	2014	Net Change
ASSETS			
Current assets	\$ 311,364,910	\$ 297,998,318	\$ 13,366,592
Non-current assets	317,683,276	272,410,136	45,273,140
Total Assets	629,048,186	570,408,454	58,639,732
DEFERRED OUTFLOWS OF RESOURCES	13,216,852	-	13,216,852
LIABILITIES			
Current liabilities	27,786,777	23,864,444	3,922,333
Non-current liabilities	117,391,540	149,260,641	(31,869,101)
Total Liabilities	145,178,317	173,125,085	(27,946,768)
DEFERRED INFLOWS OF RESOURCES	32,300,914	-	32,300,914
NET POSITION			
Net investment in capital assets	317,647,700	272,362,270	45,285,430
Restricted	28,709,535	28,524,832	184,703
Unrestricted	118,428,572	96,396,267	22,032,305
Total Net Position	\$ 464,785,807	\$ 397,283,369	\$ 67,502,438

Assets

Total Assets increased approximately \$58.6 million, a percentage increase of 10.3%. The major changes affecting total assets are listed below:

- Current assets increased approximately \$13.3 million. This was due primarily to an increase in cash for categorical funding for Physical Plant & Instructional Support and Student Success programs, and increased property tax revenues.
- Non-current assets increased \$45.3 million over the prior year primarily due to increases in capital assets such as Irvine Valley College (IVC) A-400 renovation, construction for the Saddleback College new Science building, and District technology projects.

Liabilities

Total liabilities decreased by approximately \$27.9 million; an decrease of 16.1%. The major changes affecting total liabilities are listed below:

- Current liabilities increased approximately \$3.9 million. This was primarily an increase in deferred revenue for Physical Plant & Instructional Support and Student Success programs.
- Non-current liabilities decreased by \$31.8 million as a result of GASB 68 Net Pension Liability as described in Note 11.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2015**

STATEMENT OF NET POSITION (continued)

Deferred Outflows/Deferred Inflows of Resources

In addition to assets, the District will report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the District will report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time.

Pursuant to GASB Statement No. 68, *Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27*, the District recognized deferred outflows and inflows of resources related to pensions in the District-wide financial statements. Refer to Note 17 for the District's deferred outflows and inflows of resources related to pensions.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2015**

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

The Statement of Revenues, Expenses and Changes in Net Position presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported when the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods, such as revenues pertaining to receivables and expenses pertaining to earned, but unused, compensated balances.

	2015	2014	\$ Change	% Change
OPERATING REVENUES				
Student Tuition and Fees	\$ 48,034,731	\$ 45,526,759	\$ 2,507,972	5.5%
Less: Scholarship discount & allowance	(13,594,522)	(12,630,385)	(964,137)	7.6%
Net tuition & fees	34,440,209	32,896,374	1,543,835	4.7%
Grants and Contracts, noncapital:				
Federal	2,558,497	1,514,722	1,043,775	68.9%
State	13,186,235	9,754,679	3,431,556	35.2%
Local	2,633,212	2,743,502	(110,290)	-4.0%
Internal Service Sales and Charges	660,190	626,538	33,652	5.4%
Subtotal	19,038,134	14,639,441	4,398,693	30.0%
Total Operating Revenues	53,478,343	47,535,815	5,942,528	12.5%
OPERATING EXPENSES				
Salaries	115,923,715	109,230,200	6,693,515	6.1%
Benefits	37,727,801	41,045,899	(3,318,098)	-8.1%
Financial aid	28,134,293	26,734,682	1,399,611	5.2%
Supplies, materials, & other operating expenses	23,371,747	19,524,252	3,847,495	19.7%
Utilities	3,437,208	3,100,022	337,186	10.9%
Depreciation	12,109,518	12,084,998	24,520	0.2%
Total Operating Expenses	220,704,282	211,720,053	8,984,229	4.2%
OPERATING LOSS	(167,225,939)	(164,184,238)	(3,041,701)	1.9%
NONOPERATING REVENUES/(EXPENSES)				
State apportionments, non-capital	760,210	689,832	70,378	10.2%
Local property taxes	172,568,128	160,508,591	12,059,537	7.5%
Federal grants and contracts, noncapital	26,487,886	24,921,480	1,566,406	6.3%
State taxes & other revenues	15,490,443	12,560,520	2,929,923	23.3%
Investment income/(loss) - noncapital	989,041	718,180	270,861	37.7%
Total Nonoperating Revenues (Expenses)	216,295,708	199,398,603	16,897,105	8.5%
GAIN BEFORE OTHER REVENUES AND LOSSES	49,069,769	35,214,365	13,855,404	39.3%
OTHER REVENUES AND (LOSSES)				
State apportionments, capital	725,000	725,000	-	0.0%
Local revenues, grants and gifts, capital	8,800,737	7,432,563	1,368,174	18.4%
Loss on disposal of equipment	(100,996)	(212,390)	111,394	-52.4%
Total Other Revenues and Losses	9,424,741	7,945,173	1,479,568	18.6%
CHANGE IN NET POSITION	58,494,510	43,159,538	15,334,972	35.5%
NET POSITION - BEGINNING, AS RESTATED (Note 17)	406,291,297	499,667,878	(93,376,581)	-18.7%
NET POSITION - ENDING	\$ 464,785,807	542,827,416	(78,041,609)	-14.4%

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2015**

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION (continued)

Operating Revenues

Total Operating Revenues increased approximately \$5.9 million, a percentage increase of 12.5%.

- Net tuition and fees experienced an increase of \$1.5 million, approximately 4.7%. Fee revenue increased by \$2.5 million primarily as a result of higher non-resident tuition. This revenue was offset by a \$964 thousand increase in scholarship discounts and allowances from the increased demand for student financial aid including BOGG fee waivers.
- Non capital grants and contracts increased \$4.4 million, an increase of 31.2%. Factors contributing to this include \$2.3 million of new funding for Physical Plant & Instructional Equipment Support, \$586.8 thousand of increased funding for Student Success programs, and \$641.7 thousand for the Trade Adjustment Assistance Community College & Career Training Grant programs.
- Internal Service Sales and Charges increased by \$33.6 thousand, an increase of 5.4%, primarily for finger printing and scanning services offered to the community.

Operating Expenses

Total Operating Expenses increased by 4.2%, approximately \$9.0 million. Items of significance affecting the changes include:

- Salaries and benefits increased by approximately \$3.4 million, an increase of 2.2%. Salaries increased by \$6.7 million due to pay increases and filling vacant positions. Benefits decreased by \$3.3 million; \$3.5 million of this variance was a result of no contributions for other post-employment benefits (OPEB).
- Financial Aid increased by \$1.4 million. This was due primarily to more Pell grants being awarded in FY 2014-2015.
- Supplies, materials and other operating expenses increased by \$3.8 million, an increase of 19.7%. The increase was primarily for capital outlay related contract service costs.

Non-Operating Revenues (Expenses)

Non-Operating Revenues increased by \$16.9 million, a 8.5% increase, mainly due to the following:

- The increase of \$12.1 million, 7.5%, in local property tax reflects the moderate growth trend of the local property tax base.
- Federal grants and contracts increased by \$1.6 million, 6.3%, primarily as a result of increased Pell grant awards at both colleges.
- State taxes and other revenues increased \$2.9 million, 23.3%, which represents the amount the state contributes to the STRS retirement system on behalf of the District.

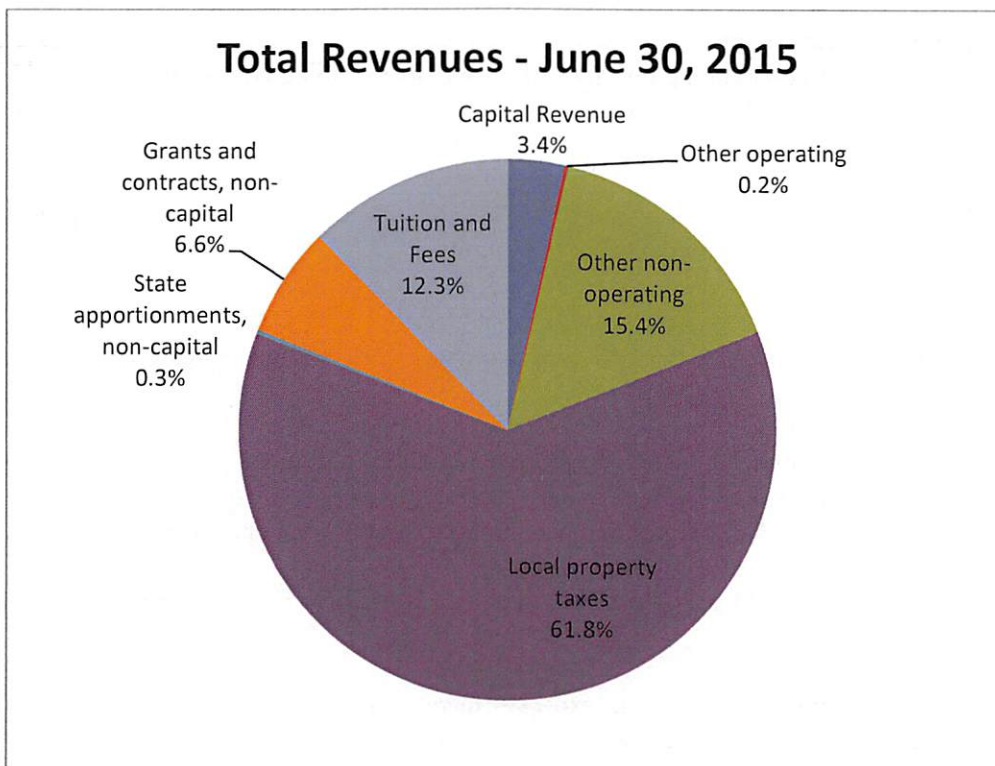
**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2015**

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION (continued)

Capital contributions

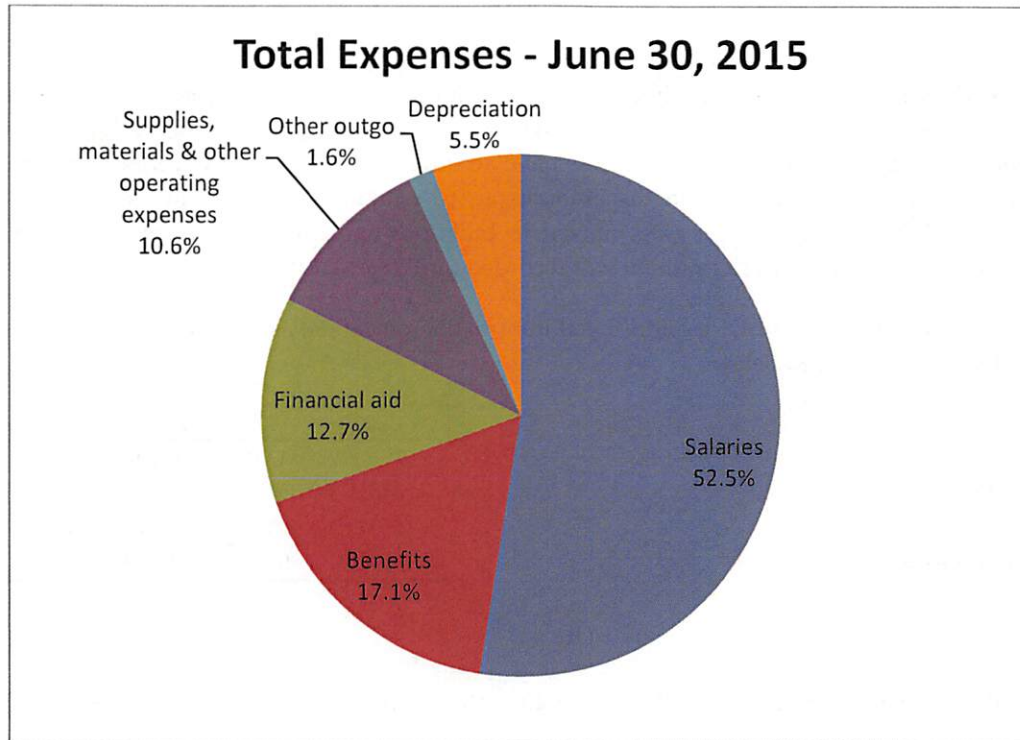
Capital contributions increased by 18.6%, approximately \$1.5 million.

- Local capital revenues increased \$1.4 million, a 18.4% increase, primarily due to additional redevelopment revenues.



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2015**

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION (continued)



District's Fiduciary Responsibility

The District is the trustee, or fiduciary, for certain amounts held on behalf of students, clubs, and donors for student loans and scholarships. The District's fiduciary activities are reported in a separate statement of fiduciary net position. These activities are excluded from the District's other financial statements because these assets cannot be used to finance operations. The District is responsible for ensuring that the assets reported in these funds are used for their intended purposes.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2015**

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

As of June 30, 2015, the District had approximately \$317.6 million invested in net capital assets. Total capital assets of \$471.9 million consist of land, construction in progress, buildings and improvements, vehicles, data processing equipment, and other office equipment. These assets have accumulated depreciation of \$154.3 million. In FY 2014-2015, there were capital asset additions in the amount of \$66.3 million. Deletions of \$9.3 million include \$8.3 million of completed construction in progress moved to buildings and equipment assets and \$528 thousand of disposals. Depreciation expense of \$12.1 million was recorded for FY 2014-2015.

Note 5 to the financial statements provides additional information on capital assets. A comparison of capital assets net of depreciation is summarized below:

	2015	2014	Net Change
Land and construction in progress	\$ 156,702,061	\$ 110,103,028	\$ 46,599,033
Buildings and equipment	315,274,585	304,905,536	10,369,049
Accumulated depreciation	(154,328,946)	(142,646,294)	(11,682,652)
Total Capital Assets	317,647,700	272,362,270	45,285,430

Debt

At June 30, 2015, the District had \$119 million in debt. Note 9 provides additional information on long-term liabilities. A comparison is summarized below:

	2015	2014	Net Change
Compensated absences	\$ 4,065,449	\$ 3,939,375	\$ 126,074
Claims liability	365,061	281,500	83,561
Net OPEB obligation	445,822	1,059,378	(613,556)
Net pension liability	114,205,343	145,544,047	(31,338,704)
Total Long-term Liabilities	\$ 119,081,675	\$ 150,824,300	\$ (31,742,625)

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2015**

ECONOMIC OUTLOOK AND FACTORS AFFECTING NEXT YEAR'S BUDGET

The FY 2015-16 state budget for community colleges included a cost of living adjustment (COLA) of 1.02% on general purpose apportionments and 3% for growth funding statewide. The District's calculated growth rate is 1.2%. While the District does not receive these funds from the state, these amounts were funded in the allocation model with property tax revenues. The colleges are prepared to earn the additional growth funds while containing enrollments to available funding levels.

The District has been identified as a "locally funded" district since 1999-2000, meaning its primary source of revenue comes from local property taxes, not state apportionment. The FY 2015-2016 adopted budget assumes an increase in property tax revenue of 3% from FY 2014-2015 actual receipts. This assumption is based on prior years' history and conservative estimations provided by the county auditor/controller's office. Property tax receipts have been a stable revenue source with moderate growth in recent years. The District continues to experience sufficient revenue to maintain funding of the colleges and allow for future capital projects. Excess funds over what would be received from the state funding formula are used to pay for long-term debt, one-time expenditures, and capital outlay needs.

The most recent actuarial study was completed for OPEB liability in January 2015. Due to prior year funding and better than anticipated healthcare costs, the trust is adequately funded to meet future obligations. The District has budgeted sufficient funds to meet the actuarial required contribution for FY 2015-2016. The next actuarial study will be completed in January 2016.

The state provided a consistent funding for instructional equipment and scheduled maintenance in its FY 2015-2016 budget. The District allocation of \$3.3 million will greatly assist with the college's backlog of scheduled maintenance and instructional needs. The state budget also provided a large allocation of one time funds to address the outstanding mandated cost claims.

Last year, the legislature approved increases in the employer STRS contribution rate through FY 2020-2021 in order to address the large unfunded liability. For FY 2015-2016, the rate increased from 8.88% to 10.73%. Projected rate increases for PERS are also expected to be significant in the coming years. While the state budget included a 4.65% base allocation increase to partially fund these increased costs, the District will still need to plan a funding strategy for these costs as well as anticipated increases in medical benefits that will outpace new revenue sources.

REQUEST FOR INFORMATION

The financial report is designed to provide a general overview of the District's finances. Questions concerning this report or requests for additional financial information should be addressed to the South Orange County Community College District, Office of the Executive Director of Fiscal Services, 28000 Marquerte Parkway, Mission Viejo, CA 92692-3635.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
STATEMENT OF NET POSITION – PRIMARY GOVERNMENT
JUNE 30, 2015**

	<u>Business-Type Activity</u> <u>Primary Government</u>
ASSETS	
CURRENT ASSETS	
Cash and cash equivalents	\$ 878,284
Investments	300,562,420
Accounts receivable	9,054,757
Prepaid expenses	836,507
Inventory	32,942
Total Current Assets	<u>311,364,910</u>
NONCURRENT ASSETS	
Restricted cash and cash equivalents	5,352
Restricted student loan receivable	30,224
Capital assets, net of accumulated depreciation	317,647,700
Total Noncurrent Assets	<u>317,683,276</u>
TOTAL ASSETS	<u>629,048,186</u>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred outflows related to pensions	13,216,852
TOTAL DEFERRED OUTFLOWS OF RESOURCES	<u>13,216,852</u>
LIABILITIES	
CURRENT LIABILITIES	
Accounts payable and accrued liabilities	15,737,204
Unearned revenue	10,359,438
Current portion - long-term liabilities	1,690,135
Total Current Liabilities	<u>27,786,777</u>
NONCURRENT LIABILITIES	
Noncurrent portion - long-term liabilities	117,391,540
TOTAL LIABILITIES	<u>145,178,317</u>
DEFERRED INFLOWS OF RESOURCES	
Deferred inflows related to pensions	32,300,914
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>32,300,914</u>
NET POSITION	
Net investment in capital assets	317,647,700
Restricted for:	
Capital projects	24,292,212
Educational programs	1,093,374
Other purposes	3,323,949
Unrestricted	118,428,572
TOTAL NET POSITION	<u>\$ 464,785,807</u>

See accompanying notes to the financial statements.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION - PRIMARY GOVERNMENT
FOR THE YEAR ENDED JUNE 30, 2015**

	<u>Business-Type Activity</u> <u>Primary Government</u>
OPERATING REVENUES	
Student Tuition and Fees	\$ 48,034,731
Less: scholarship discount & allowance	(13,594,522)
Net tuition & fees	34,440,209
Grants and Contracts, noncapital:	
Federal	2,558,497
State	13,186,235
Local	2,633,212
Internal Service Sales and Charges	660,190
Subtotal	19,038,134
TOTAL OPERATING REVENUES	53,478,343
OPERATING EXPENSES	
Salaries	115,923,715
Benefits	37,727,801
Financial aid	28,134,293
Supplies, materials, & other operating expenses	23,371,747
Utilities	3,437,208
Depreciation	12,109,518
TOTAL OPERATING EXPENSES	220,704,282
OPERATING LOSS	(167,225,939)
NONOPERATING REVENUES/(EXPENSES)	
State apportionments, non-capital	760,210
Local property taxes	172,568,128
Federal grants and contracts, non-capital	26,487,886
State taxes & other revenues	15,490,443
Investment income, non-capital	989,041
TOTAL NONOPERATING REVENUES (EXPENSES)	216,295,708
GAIN BEFORE OTHER REVENUES AND LOSSES	49,069,769
OTHER REVENUES AND (LOSSES)	
State apportionments, capital	725,000
Local revenues, grants and gifts, capital	8,800,737
Loss on disposal of equipment	(100,996)
TOTAL OTHER REVENUES AND GAINS	9,424,741
CHANGE IN NET POSITION	58,494,510
NET POSITION - BEGINNING	542,827,416
ADJUSTMENT FOR RESTATEMENT (see Note 18)	(136,536,119)
NET POSITION - BEGINNING, AS RESTATED	406,291,297
NET POSITION - ENDING	\$ 464,785,807

See accompanying notes to the financial statements.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
STATEMENT OF CASH FLOWS - PRIMARY GOVERNMENT
FOR THE YEAR ENDED JUNE 30, 2015**

	Business-Type Activity
	Primary Government
CASH FLOWS FROM OPERATING ACTIVITIES	
Tuition and fees	\$ 34,440,209
Federal grants and contracts	2,332,384
State grants and contracts	12,694,863
Local grants and contracts	5,378,288
Payments to or on behalf of employees	(155,995,838)
Payments to vendors for supplies and services	(27,438,327)
Payments to students for scholarships and grants	(28,133,524)
Auxiliary enterprise sales and charges	660,190
Net Cash Used by Operating Activities	(156,061,755)
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
State apportionments	760,210
Property taxes	172,568,128
State taxes and other revenues	15,490,443
Federal grants and contracts	26,487,886
Net Cash Provided by Non-capital Financing Activities	215,306,667
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES	
Acquisition and construction of capital assets	(57,495,944)
State apportionments, capital projects	725,000
Local revenues, grants and gifts, capital	8,800,737
Net Cash Used by Capital Financing Activities	(47,970,207)
CASH FLOWS FROM INVESTING ACTIVITIES	
Investment income	989,041
Net Cash Provided by Investing Activities	989,041
NET INCREASE IN CASH & CASH EQUIVALENTS	12,263,746
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	289,182,310
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 301,446,056

See accompanying notes to the financial statements.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
STATEMENT OF CASH FLOWS - PRIMARY GOVERNMENT, continued
FOR THE YEAR ENDED JUNE 30, 2015**

	<u>Business-Type Activity</u> <u>Primary Government</u>
RECONCILIATION OF OPERATING LOSS TO NET CASH	
USED BY OPERATING ACTIVITIES	
Operating loss	\$ (167,225,939)
Adjustments to Reconcile Operating Loss to Net Cash Used by	
Operating Activities:	
Depreciation expense	12,109,518
Changes in Assets and Liabilities:	
Accounts receivable	(1,236,166)
Inventory	14,133
Prepaid expense	131,477
Accounts payable and accrued liabilities	531,331
Unearned revenue	3,264,526
Compensated absences	126,074
Net pension liability	(3,246,714)
Claims liability	83,561
Net OPEB obligation	(613,556)
Total Adjustments	<u>11,164,184</u>
Net Cash Flows From Operating Activities	<u>\$ (156,061,755)</u>
 CASH AND CASH EQUIVALENTS CONSISTS OF THE FOLLOWING:	
Cash on hand and in banks	\$ 883,636
Cash in county treasury	274,475,238
Cash in Local Agency Investment Fund (LAIF)	26,087,182
Total Cash and Cash Equivalents	<u>\$ 301,446,056</u>
 NONCASH TRANSACTIONS	
On behalf payments for benefits	<u>\$ 3,026,930</u>

See accompanying notes to the financial statements.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
STATEMENT OF FIDUCIARY NET POSITION
JUNE 30, 2015**

	Associated Student Government Trust Funds	Retiree (OPEB) Trust	Agency Fund
ASSETS			
Cash and cash equivalents	\$ 206,059	\$ -	\$ 4,153,479
Investments	78,287	92,222,506	-
Accounts receivable	162,930	354,359	569
Prepaid expenses	13,500	-	-
Total Assets	460,776	92,576,865	4,154,048
LIABILITIES			
Agency obligations	-	-	4,154,048
Accounts payable	141,513	-	-
Unearned revenue	17,484	-	-
Total Liabilities	158,997	-	\$ 4,154,048
NET POSITION			
Restricted	301,779	92,576,865	
Total Net Position	\$ 301,779	\$ 92,576,865	

See accompanying notes to the financial statements.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED JUNE 30, 2015**

	Associated Student Government Trust Funds	Retiree (OPEB) Trust
Additions		
Interest and investment income	\$ 203	\$ 843,969
Less: Investment operating expenses	-	(330,334)
Sales and other local revenues	917,662	-
Total Additions	917,865	513,635
Deductions		
Salaries	103,281	-
Benefits	31,430	3,474,015
Supplies and materials	56,487	-
Other operating expenses and services	468,383	-
Capital outlay	20,482	-
Student financial aid	130,655	-
Total Deductions	810,718	3,474,015
CHANGE IN NET POSITION	107,147	(2,960,380)
NET POSITION - BEGINNING	194,632	95,537,245
NET POSITION - ENDING	\$ 301,779	\$ 92,576,865

See accompanying notes to the financial statements.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
DISCRETELY PRESENTED COMPONENT UNITS – STATEMENT OF FINANCIAL POSITION
JUNE 30, 2015**

	<u>Component Units</u>
ASSETS	
CURRENT ASSETS	
Cash and cash equivalents	\$ 778,188
Investments	8,059,401
Contributions receivable	250,848
Prepaid expense	5,051
Total Current Assets	<u>9,093,488</u>
NONCURRENT ASSETS	
Gift annuity receivable	39,862
Long-term contributions receivable	38,978
Investments with the Foundation for California Community Colleges	<u>1,404,927</u>
Total Noncurrent Assets	<u>1,483,767</u>
TOTAL ASSETS	<u>10,577,255</u>
LIABILITIES AND NET ASSETS	
CURRENT LIABILITIES	
Accounts payable	\$ 810,906
Accrued liabilities	3,467
Trust account liability	4,878
Total Current Liabilities	<u>819,251</u>
TOTAL LIABILITIES	<u>819,251</u>
NET ASSETS	
Unrestricted	702,417
Temporarily restricted	6,254,049
Permanently restricted	<u>2,801,538</u>
TOTAL NET ASSETS	<u>9,758,004</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 10,577,255</u>

See accompanying notes to the financial statements.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
DISCRETELY PRESENTED COMPONENT UNITS – STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015**

	Component Units			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
SUPPORT AND REVENUES				
Contributions	\$ 71,737	\$ 1,712,665	\$ 145,586	\$ 1,929,988
Special events income- fundraisers (net of costs of direct benefits to donors of \$129,631)	125,359	190,476	-	315,835
In-Kind Donations	525,596	-	-	525,596
Donated services	830,777	-	-	830,777
Donated professional fees	7,473	-	-	7,473
Investment income	296,329	911,871	-	1,208,200
Sales & commission	58,383	130,978	-	189,361
Other contract services	26,348	69,074	-	95,422
Other revenue	11,450	399	-	11,849
Net assets released from restrictions				
Purpose restrictions satisfied	2,112,425	(2,112,425)	-	-
Total Support and Revenues	4,065,877	903,038	145,586	5,114,501
EXPENSES				
Program services	3,078,225	-	-	3,078,225
Supporting services				
Management and general activities	378,404	-	-	378,404
Fundraising	343,725	-	-	343,725
Total Expenses	3,800,354	-	-	3,800,354
CHANGE IN NET ASSETS	265,523	903,038	145,586	1,314,147
NET ASSETS - BEGINNING, AS RESTATED	436,894	5,351,011	2,655,952	8,443,857
NET ASSETS - ENDING	\$ 702,417	\$ 6,254,049	\$ 2,801,538	\$ 9,758,004

See accompanying notes to the financial statements.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The South Orange County Community College District (District) is the level of government primarily accountable for activities related to public education. The governing authority consists of elected officials who, together, constitute the Board of Trustees.

Component units are legally separate organizations for which the District is financially accountable. Component units may also include organizations that are fiscally dependent on the District, in that the District approves their budget, the issuance of their debt or the levying of their taxes. In addition, component units are other legally separate organizations for which the District is not financially accountable but the nature and significance of the organization's relationship with the District is such that exclusion would cause the District's financial statements to be misleading or incomplete. For financial reporting purposes, the component units have a financial and operational relationship which meets the reporting entity definition criteria of the Governmental Accounting Standards Board (GASB) Statement No. 14, as amended by GASB Statement No. 39, *Determining Whether Certain Organizations Are Component Units* and GASB Statement No. 61, *The Financial Reporting Entity: Omnibus*, and thus are included in the financial statements of the District.

Based upon the application of the criteria listed above, the Facilities Corporation 2011 of the South Orange County Community College District (Corporation) has been included in the District's reporting entity as a blended component unit. Separate financial information may be obtained through the District.

Based upon the application of the criteria listed above, the following component units have been included through discrete presentation:

The Foundation for the South Orange County Community College District, the Foundation for Advanced Technology and Education Park (ATEP), Saddleback College Foundation and Irvine Valley College Foundation – Each Foundation is a separate not-for-profit corporation. The Foundation's Board of Governors are appointed independent of any District Board of Trustee's elections. The Boards are responsible for approving their own budgets and accounting and finance related activities, however, the District's governing board has fiscal responsibility over each Foundation.

Separate financial information for the Foundations may be obtained through the District.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

A. Reporting Entity (continued)

In addition, the District maintains fiduciary funds which are composed of two trust funds and one agency fund as follows:

Associated Student Government Funds – These funds are held on behalf of students of the District under a formal trust agreement between the associated student government and the District.

South Orange County CCD Retiree (OPEB) Trust – The Trust is an irrevocable government trust pursuant to Section 115 of the Internal Revenue Code for the purpose of funding certain post-employment benefits. The Trust Board of Authority comprised of the Vice Chancellor of Business Services, Vice Chancellor of Human Resources and Employer/Employee Relations, District Executive Director of Fiscal Services/Comptroller, Vice President of Administrative Services, Saddleback College, and the Director of Fiscal Services, Irvine Valley College, provide oversight over Trust investments and plan administration. As such, the District acts as the fiduciary of the Trust.

Agency Fund – Funds are held by the District on behalf of students, clubs and donors for student loans and scholarships.

Separate financial statements are not prepared for trust and agency funds.

B. Measurement Focus

For financial reporting purposes, the District is considered a special-purpose government engaged only in business-type activities as defined by GASB Statements No. 34 and No. 35 as amended by GASB Statements No. 37 and No. 38. This presentation provides a comprehensive entity-wide perspective of the District's assets, liabilities, activities, and cash flows and replaces the fund group perspective previously required. Accordingly the District's financial statements have been presented using the economic resources measurement focus and the accrual basis of accounting. The significant accounting policies followed by the District in preparing these financial statements are in accordance with accounting principles generally accepted in the United States of America as prescribed by GASB. Additionally, the District's policies comply with the California Community Colleges Chancellor's Office *Budget and Accounting Manual*. Under the accrual basis, revenues are recognized when earned, and expenses are recorded when an obligation has been incurred. All material intra-agency and intra-fund transactions have been eliminated.

C. Basis of Accounting

Revenues resulting from exchange transactions, in which each party gives and receives essentially equal value, are classified as operating revenues. These transactions are recorded on the accrual basis when the exchange takes place. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, operating revenues consist primarily of student fees.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

D. Basis of Accounting (continued)

Non-exchange transactions, in which the District receives value without directly giving equal value in return, include State apportionments, property taxes, certain Federal and State grants, entitlements, and donations. Property tax revenue is recognized in the fiscal year received. State apportionment revenue is earned based upon criteria set forth from the Community Colleges Chancellor's Office and includes reporting of full-time equivalent students (FTES) attendance. The corresponding apportionment revenue is recognized in the period the FTES are generated. Revenue from Federal and State grants and entitlements are recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements may include time and/or purpose requirements.

Operating expenses are costs incurred to provide instructional services including support costs, auxiliary services, and depreciation of capital assets. All other expenses not meeting this definition are reported as nonoperating. Expenses are recorded on the accrual basis as they are incurred, when goods are received, or services are rendered.

The District reports are based on all applicable GASB pronouncements, as well as applicable Financial Accounting Standards Board (FASB) pronouncements issued on or before November 30, 1989, unless those pronouncements conflict or contradict.

E. Financial Statement Presentation

The financial statements are presented in accordance with the reporting model as prescribed in GASB Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*, and GASB Statement No. 35, *Basic Financial Statements and Management's Discussion and Analysis for Public Colleges and Universities*, as amended by GASB Statements No. 37 and No. 38. The business-type activities model followed by the District requires the following components of the District's financial statements:

- Management's Discussion and Analysis
- Basic Financial Statements for the District as a whole including:
 - Statements of Net Position - Primary Government
 - Statements of Revenues, Expenses, and Changes in Net Position - Primary Government
 - Statements of Cash Flows - Primary Government
 - Financial Statements for the Fiduciary Funds including:
 - Statements of Fiduciary Net Position
 - Statements of Changes in Fiduciary Net Position
- Notes to the Financial Statements

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

F. Cash and Cash Equivalents

The District's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. Cash in the Orange County Treasury and investments in the Local Agency Investment fund are recorded at fair value in accordance with the requirements of GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investments Pools*.

G. Accounts Receivable

Accounts receivable consists primarily of amounts due from the federal government, state, and local governments, or private sources, in connection with reimbursement of allowable expenses made pursuant to the District's grant and contracts.

H. Inventory

Inventories are presented at the lower of cost or market using the average cost method and are expensed when used. Inventory consists of expandable instructional, custodial, health and other supplies held for consumption.

I. Prepaid Expenses

Payments made to vendors for goods or services that will benefit periods beyond June 30, 2015, are recorded as prepaid items using the consumption method. A current asset for the prepaid amount is recorded at the time of the purchase and an expense is reported in the year in which goods or services are consumed.

J. Restricted Cash and Cash Equivalents

Restricted cash and cash equivalents are those amounts externally restricted as to use pursuant to the requirements of the District's grants, contracts, and debt service requirements.

K. Capital Assets

Capital assets are recorded at cost at the date of acquisition. Donated capital assets are recorded at their estimated fair value at the date of donation. For equipment, the District's capitalization policy includes all items with a unit cost of \$5,000 or more and an estimated useful life of greater than one year. Buildings as well as renovations to buildings, infrastructure, and land improvements that significantly increase the value or extend the useful life of the structure are capitalized.

The cost of normal maintenance and repairs that does not add to the value of the asset or materially extend the asset's life is recorded in operating expense in the year in which the expense was incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, generally 50 years for buildings, 10 years for site improvements, 8 years for equipment and vehicle, and 3 years for technology.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

L. Accounts Payable

Accounts payable consists of amounts due to vendors.

M. Accrued Liabilities

Accrued liabilities consist of salaries and benefits payable, deferred summer pay and load banking. Load banking hours consist of hours worked by instructors in excess of a full-time load which they may carryover for future paid time off.

N. Unearned Revenue

Tuition and fees received prior to June 30 for classes and programs offered in the subsequent fiscal year are reported as unearned revenue.

Cash received for federal and state special projects and programs is recognized as revenue to the extent that qualified expenses have been incurred. Unearned revenue is recorded to the extent cash received on specific projects and programs exceed qualified expenses.

O. Deferred Outflows/Deferred Inflows of Resources

In addition to assets, the District will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the District will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time.

P. Compensated Absences

In accordance with GASB Statement No. 16, *Accounting for Compensated Absences*, accumulated unpaid employee vacation benefits are recognized as a liability of the District as compensated absences in the Statement of Net Position.

Sick leave benefits are accumulated without limit for each employee. Accumulated employee sick leave benefits are not recognized as a liability of the District. The District's policy is to record sick leave as an operating expense in the period taken; however, unused sick leave is added to the creditable service period for calculation of retirement benefits when the employee retires and within the constraints of the appropriate retirement systems.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Q. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the defined benefit pension plans (the Plans) of the California State Teachers' Retirement System (CalSTRS) and the California Public Employees' Retirement System (CalPERS) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by the Plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

R. Net Position

GASB Statements No. 34 and No. 35 report equity as "Net Position" and represent the difference between assets and liabilities. The net position is classified according to imposed restrictions or availability of assets for satisfaction of District obligations according to the following net asset categories:

Net Investment in Capital Assets: Consists of capital assets, net of accumulated depreciation and outstanding principal balances of debt attributable to the acquisition, construction, or improvement of those assets. To the extent debt has been incurred, but not yet expended for capital assets, such accounts are not included as a component of net investment in capital assets.

Restricted: Net position is reported as restricted when there are limitations imposed on their use, either through enabling legislation adopted by the District, or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. The District first applies restricted resources when an expense is incurred for purposes for which both restricted and unrestricted resources are available.

Unrestricted: Net position that is not subject to externally imposed constraints. Unrestricted net position may be designated for specific purposes by action of the Board of Trustees or may otherwise be limited by contractual agreements with outside parties.

S. State Apportionments

The District does not receive state apportionments for the base calculation because it receives more than sufficient revenues from enrollment fees and property taxes. The excess property taxes above the base revenue calculations is referred to as basic aid funds.

The District does receive state apportionments for categorical programs. These allocations are based upon various financial and statistical information from the current and previous years.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

T. Property Taxes

Property taxes are assessed and levied by the County of Orange. Secured property taxes attach as an enforceable lien on property as of January 1. These taxes are payable in two installments on November 1 and February 1. Secured property taxes are considered delinquent after December 10 for the 1st installment and April 10 for the 2nd installment. Unsecured property taxes are payable in one installment on or before August 31 and are delinquent after August 31.

The District reports real and personal property tax on an accrual basis. A receivable has been accrued in these financial statements to reflect the amount of property taxes receivable as of June 30, 2015.

U. On-Behalf Payments

GASB Statement No. 24, Accounting and Financial Reporting for Certain Grants and Other Financial Assistance, requires that direct on-behalf payments for fringe benefits and salaries made by one entity to a third party recipient for the employees of another, legally separate entity be recognized as revenue and expenditure by the employer government. The State of California makes direct on-behalf payments for retirement benefits to the State Teachers Retirement Systems (STRS) on behalf of all Community Colleges in California. The amount of on-behalf payments made for the District is estimated at \$2,626,816 for STRS for the year ended June 30, 2015. This amount has been reflected in the basic financial statements as a component of non-operating revenue and employee benefit expense.

V. Classification of Revenues

The District has classified its revenues as either operating or nonoperating revenues according to the following criteria:

Operating revenues: Operating revenues include activities that have the characteristics of exchange transactions, such as student fees, net of scholarship discounts and allowances, and most federal, state and local grants and contracts.

Nonoperating revenues: Nonoperating revenues include activities that have the characteristics of nonexchange transactions, such as state apportionment, property taxes, state taxes, non-capital federal grants and contracts investment income, and other revenue sources.

W. Scholarship Discount and Allowances

Student tuition and fee revenues, and certain other revenues from students, are reported net of scholarship discounts and allowances in the statement of revenues, expenses, and changes in net position. Scholarship discounts and allowances are the difference between the stated charge for goods and services provided by the District, and the amount that is paid by students and/or third parties making payments on the students' behalf. Certain governmental grants and other federal, state or nongovernmental programs are recorded as operating revenues in the District's financial statements. To the extent that revenues from such programs are used to satisfy tuition and fees and other student charges, the District has recorded a scholarship discount and allowance, included in the Board of Governors Grants (BOG) waivers.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

X. Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Y. Foundation Financial Statement Presentation

The South Orange County Community College District, Advanced Technology and Education Park (ATEP) Foundation, Saddleback College Foundation and Irvine Valley College Foundation present their financial statements in accordance with Statement of Financial Accounting Codifications. Under these reporting requirements, the Foundations are required to report information regarding their financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. As permitted by the codification, the Foundations do not use fund accounting.

Permanently Restricted Net Assets: Net assets subject to donor-imposed stipulations that they be maintained permanently by the Foundation. Generally, the donors of these assets permit the Foundation to use all or part of the income earned on related investments for general or specific purposes.

Temporarily Restricted Net Assets: Net assets subject to donor-imposed stipulations that will be met by actions of the Foundation and/or the passage of time.

Unrestricted Net Assets: Net assets not subject to donor-imposed restrictions.

Revenues and expenses are recorded when incurred in accordance with the accrual basis of accounting. Revenues are reported as increases in the unrestricted net assets classification unless use of the related assets is limited by donor-imposed restrictions. Contributions, including unconditional promises to give, are recognized as revenue in the period received. Conditional promises to give are not recognized as revenue until the conditions on which they depend are substantially met. Contributions for in-kind gifts from outside sources are recorded at their fair market value on the date of the donation.

Expenses are reported as decreases in unrestricted net assets. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulation or by law.

Investments are reported at fair value in accordance with FASB Accounting Standards Codification (ASC) 820, Fair Value Measurements and Disclosures.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Z. New Accounting Pronouncements

GASB Statement No. 68 – In June 2012, GASB issued Statement No. 68, *Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27*. The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for pensions. It also improves information provided by state and local governmental employers about financial support for pensions that is provided by other entities. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for pensions with regard to providing decision-useful information, supporting assessments of accountability and interperiod equity, and creating additional transparency. The Statement is effective for periods beginning after June 15, 2014. The District has implemented GASB Statement No. 68 for the year ended June 30, 2015.

GASB Statement No. 71 – In November 2013, GASB issued Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date – an amendment of GASB Statement No. 68*. This standard seeks to clarify certain implementation issues related to amounts that are deferred and amortized at the time GASB 68 is first adopted. It applies to situations in which the measurement date of an actuarial valuation differs from the government's fiscal year. The Statement is effective for periods beginning after June 15, 2014. The District has implemented GASB Statement No. 71 for the year ended June 30, 2015.

GASB Statement No. 72 – In February 2015, GASB issued Statement No. 72, *Fair Value Measurement and Application*. This standard addresses accounting and financial reporting issues related to fair value measurements. The Statement is effective for periods beginning after June 15, 2015. The District has not yet determined the impact on the financial statements.

GASB Statement No. 73 – In June 2015, GASB issued Statement No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68*. This standard establishes requirements for defined benefit pensions that are not within the scope of GASB Statement 68 and amends certain provisions of GASB Statements 67 and 68. The Statement is effective for periods beginning after June 15, 2016. The District has not yet determined the impact on the financial statements.

GASB Statement No. 75 – In June 2015, GASB issued Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. This standard's primary objective is to improve accounting and financial reporting by state and local governments for postemployment benefits other than pensions. The Statement is effective for periods beginning after June 15, 2017. The District has not yet determined the impact on the financial statements.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 2 – CASH AND INVESTMENTS

A. Summary of Cash and Investments

Cash and investments as of June 30, 2015, consist of the following:

Primary government	\$ 301,446,056
Fiduciary funds	96,660,331
Total Cash and Investments	<u>\$ 398,106,387</u>
Cash on hand and in banks	\$ 5,142,274
Cash in revolving	100,900
Investments	392,863,213
Total Cash and Investments	<u>\$ 398,106,387</u>

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations.

B. Investments

Pooled Investments

	Carrying Value	Fair Value	Maturity Date*
Orange County Treasury Investment Pool	\$ 274,553,525	276,443,422	370 Days
Local Agency Investment Fund (LAIF)	26,087,182	26,068,755	239 Days
Total	<u>\$ 300,640,707</u>	<u>\$ 302,512,177</u>	

*Weighted average days to maturity

Investment in County Treasury

The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (*Education Code* Section (ECS) 41001). The fair value of the District's investment in the pool is reported in the accompanying financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 2 – CASH AND INVESTMENTS (continued)

B. Investments (continued)

Investment in State Investment Pool

The District is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the District's investment in the pool is reported in the accompanying financial statements at amounts based upon the District's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which is recorded on the amortized cost basis.

OPEB Trust

The Board of Authority of the Retiree Benefit (OPEB) Trust has established an investment policy under provisions of California Government Code Sections 53216.1, 53216.5, and 53216.6 which allows investment in any form or type of investment deemed prudent by the Board of Authority and not otherwise expressly restricted by law.

The investment policy authorizes the Trust to invest funds in certain types of investments including publicly traded common stocks, American Depository Receipts (ADRs), SEC-registered open-end mutual funds and Bank, Insurance Company or Trust Company commingled funds, closed-end SEC-registered mutual funds, Exchange Traded Funds (ETF), obligations of the U.S. Government and its agencies bonds issued by U.S. corporations or U.S. Corporations or U.S. subsidiaries of foreign companies that are incorporated within the U.S., certificates of deposit, money market funds, foreign bonds, asset-back securities, and U.S. Agency mortgage-backed pass-through securities.

Investments held by the Retiree Benefit (OPEB) Trust at June 30, 2015 are presented below:

Investment Type	Fair Value	Credit Rating	Weighted Average Maturity (Years)
OPEB Trust			
Equity mutual funds	\$ 45,535,340	N/A	N/A
Fixed income mutual funds	46,687,166	BB-BBB	2.28 - 5.48
Total for OPEB Trust	<u>\$ 92,222,506</u>		

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Equity mutual funds are not subject to interest rate risk. The Retirement Board of Authority has adopted an internally developed investments policy that authorized the use of a broad range of investment choices that have distinctly different risks and return characteristics.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 2 – CASH AND INVESTMENTS (continued)

B. Investments (continued)

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Equity mutual funds are not subject to credit risk. The Trust investment policy establishes minimum acceptable credit ratings for investments from any Nationally Recognized Statistical Rating Organization (NRSROs).

Custodial Credit Risk

This is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a policy for custodial credit risk. However, the California Government Code requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agency. As of June 30, 2015, the District's bank balance was exposed to custodial credit risk because it was uninsured and collateralized with securities held by the pledging financial institution, but not in the name of the District.

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of an investment in a single user. The Trust and component units' investment policies limit investments to no more than 5% of assets invested in any single equity security, any single debt security or investment in any mutual fund that holds more than 5% of its portfolio in any single issue or issuer. The foregoing limitation is not intended to apply to the percentage of assets invested in a single diversified mutual fund, obligations of the U.S Government and its agencies, U.S. agency mortgage-backed pass-through securities, or to a mutual fund that invests in such obligations or securities. The Trust accounts did not violate any provisions of the California Government Code or its investment policy during the year ended June 30, 2015.

NOTE 3 – INTERFUND TRANSACTIONS

Interfund receivables and payables result when the interfund transfer is transacted after the close of the fiscal year. Interfund activity within the funds has been eliminated in the basic financial statements, except for balances that are reflected between the business-type activity and fiduciary funds.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 4 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2015 are as follows:

	Primary Government	Fiduciary Funds
Federal	\$ 1,056,014	\$ -
State	3,839,515	-
Local	4,159,228	517,858
Total	<u>\$ 9,054,757</u>	<u>\$ 517,858</u>

NOTE 5 – CAPITAL ASSETS

The following provides a summary of changes in capital assets for the year ended June 30, 2015:

	Balance July 01, 2014	Additions	Deductions	Balance June 30, 2015
Capital Assets not being Depreciated				
Land	\$ 41,762,154	\$ 1,000,000	\$ 500,000	\$ 42,262,154
Construction in progress	68,340,874	54,414,833	8,315,800	114,439,907
Total Capital Assets not being Depreciated	<u>110,103,028</u>	<u>55,414,833</u>	<u>8,815,800</u>	<u>156,702,061</u>
Capital Assets being Depreciated				
Site improvements	97,064,485	8,179,944	-	105,244,429
Buildings and improvements	186,444,665	-	-	186,444,665
Furniture & equipment	21,396,386	2,716,967	527,862	23,585,491
Total Capital Assets being Depreciated	<u>304,905,536</u>	<u>10,896,911</u>	<u>527,862</u>	<u>315,274,585</u>
Total Capital Assets	<u>415,008,564</u>	<u>66,311,744</u>	<u>9,343,662</u>	<u>471,976,646</u>
Less Accumulated Depreciation				
Site improvements	59,885,253	6,450,095	-	66,335,348
Buildings & improvements	67,277,812	3,619,673	-	70,897,485
Furniture & equipment	15,483,229	2,039,750	426,866	17,096,113
Total Accumulated Depreciation	<u>142,646,294</u>	<u>12,109,518</u>	<u>426,866</u>	<u>154,328,946</u>
Net Capital Assets	<u>\$ 272,362,270</u>	<u>\$ 54,202,226</u>	<u>\$ 8,916,796</u>	<u>\$ 317,647,700</u>

Depreciation expense for the year was \$12,109,518

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 6 – ACCOUNTS PAYABLE

Accounts payable as of June 30, 2015 are as follows:

	Primary Government	Fiduciary Funds
Payroll	\$ 8,894,636	\$ -
Construction	18,117	-
Other	6,824,451	141,513
Total	<u>\$ 15,737,204</u>	<u>\$ 141,513</u>

NOTE 7 – UNEARNED REVENUES

Unearned revenues as of June 30, 2015 are as follows:

	Primary Government	Fiduciary Funds
Federal sources	\$ 179,080	\$ -
State categorical sources	4,161,740	-
Other state sources	7,044	-
Promenade ground lease	2,180,068	-
Student enrollment fees	3,716,704	-
Other local sources	114,802	17,484
Total	<u>\$ 10,359,438</u>	<u>\$ 17,484</u>

NOTE 8 - LEASES

A. Operating Leases

The District has entered into various operating leases for the rental of facilities and equipment with lease terms in excess of one year. None of these agreements contain purchase options. Future minimum lease payments under these agreements are as follows:

For the Year Ended June 30,	Lease Payment
2016	\$ 227,947
2017	215,011
2018	204,211
Total	<u>\$ 647,169</u>

The District will receive no sublease rental revenues nor pay any contingent rentals for these facilities or equipment.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 8 - LEASES (continued)

B. Sublease

In March 2004, the District entered into a sublease with the City of Tustin for lease of 30.71 acres of former Marine Corps Air Station (MCAS) Tustin. The property is being used for the Advanced Technology Educational Campus. The lease will end on the earlier of December 31, 2050 or the effective date of conveyance of the portion of the leased property to the District. Future minimum lease payments under this agreement to the City of Tustin are currently anticipated to be as follows:

For the Year Ended June 30,	Lease Payment
2016	\$ 6,600
2017	6,600
2018	6,600
Total	<u>\$ 19,800</u>

The rent for this property consists of payment for all protection and maintenance for the leased premises as well as the reimbursement of operating expenses. For the year ended June 30, 2015 the District incurred reimbursement of operating expenses to the City of Tustin for the property in the amount of \$6,600.

NOTE 9 – LONG TERM OBLIGATIONS

A schedule of changes in long-term obligations for the year ended June 30, 2015 is shown below:

	Balance July 01, 2014	Adjustments/ Restatements	Additions	Deductions	Balance June 30, 2015	Due Within One Year
Compensated absences	\$ 3,939,375	\$ -	\$ 1,670,931	\$ 1,544,857	\$ 4,065,449	\$ 1,382,253
Claims liability	281,500	-	327,462	243,901	365,061	307,882
Net OPEB obligation	1,059,378	-	2,860,459	3,474,015	445,822	-
Net pension liability	-	145,544,047	-	31,338,704	114,205,343	-
Totals	<u>\$ 5,280,253</u>	<u>\$ 145,544,047</u>	<u>\$ 4,858,852</u>	<u>\$ 36,601,477</u>	<u>\$ 119,081,675</u>	<u>\$ 1,690,135</u>

Net Pension Liability

The District follows GASB Statement No. 68, Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27. The District's restated beginning net pension liability was \$145,544,047, and was increased by current year pension expense of \$9,970,138, which was more than offset by current year decreases of \$31,338,704. The ending net pension liability at June 30, 2015 was \$114,205,343. See Note 11 for additional information regarding the net pension liability.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 10 - RENTAL INCOME

The District entered into a 55-year operating lease contract during 1985 to lease land owned by the District to a construction partnership for the purpose of building apartments. Annual lease payments through 2013 shall be adjusted by adding to the prior year's payment an increase of four and three-quarters percent. Thereafter, commencing with the payment due 2013, the prior payment shall be adjusted annually based upon the percentage change for the preceding calendar year as contained in the "Consumer Price Index For All Urban Consumers Los Angeles, Long Beach, Anaheim, Metropolitan Area" published by the Bureau of Labor Statistics of the United States of the United States Department of Labor, provided however, that there shall be a minimum increase of three percent over the preceding annual rent and not more than six percent over such preceding year. Minimum annual lease receipts for the next five years and afterward are as follows:

For the Year Ended June 30,	Lease Payment
2016	\$ 2,569,268
2017	2,646,346
2018	2,725,736
2019	2,807,508
2020	2,891,734
2021-2015	15,813,185
2026-2030	18,331,814
2031-2035	21,251,596
2036-2040	24,636,423
Total	<u>\$ 93,673,610</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 11 – EMPLOYEE PENSION PLANS

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Academic employees are members of the State Teachers' Retirement System (STRS) and classified employees are members of the Public Employees' Retirement System (PERS).

State Teachers' Retirement System (STRS)

Plan Description

The District contributes to the State Teacher's Retirement System (STRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by STRS. The plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. STRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the STRS annual financial report may be obtained from STRS, CalSTRS, 7919 Folsom Blvd., Sacramento, CA 95826.

Funding Policy

Active plan members are required to contribute 8.0% of their salary and the District is required to contribute a statutorily determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the STRS Teachers' Retirement Board. The required employer contribution rate for fiscal year 2014-2015 was 8.88% of annual payroll. The contribution requirements of the plan members are established and may be amended by State statute.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2015, the District reported a liability of \$71,293,140 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2014, and the total pension liability used to calculate the net pension liability was determined by applying update procedures to an actuarial valuation as of June 30, 2013, and rolling forward the total pension liability to June 30, 2014. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts, actuarially determined. At June 30, 2014, the District's proportion was .112 percent, which did not change from its proportion measured as of June 30, 2013.

For the year ended June 30, 2015, the District recognized pension expense of \$6,156,120. At June 30, 2015, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources.

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between projected and actual earnings on plan investments	\$ -	\$ 17,555,800
District contributions subsequent to the measurement date	8,300,583	-
	<u>\$ 8,300,583</u>	<u>\$ 17,555,800</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 11 – EMPLOYEE RETIREMENT PLANS (continued)

State Teachers' Retirement System (STRS) (continued)

\$8,300,583 reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2016. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Inflows of Resources
2016	\$ 4,388,950
2017	4,388,950
2018	4,388,950
2019	4,388,950
	<u>\$ 17,555,800</u>

Actuarial assumptions

The total pension liability was determined by applying update procedures to an actuarial valuation as of June 30, 2013, and rolling forward the total pension liability to June 30, 2014 using the following actuarial assumptions, applied to all periods included in the measurement:

Consumer Price Inflation	3.00%
Investment Yield (Net of Expenses)	7.50%
Wage Inflation	3.75%
Interest on Member Accounts	4.50%

CalSTRS uses custom mortality tables to best fit the patterns of mortality among its members. These custom tables are based on RP2000 series tables adjusted to fit CalSTRS experience.

The actuarial assumptions used in the June 30, 2013 valuation were based on the results of an actuarial experience study for the period July 1, 2006–June 30, 2010.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 11 – EMPLOYEE RETIREMENT PLANS (continued)

State Teachers' Retirement System (STRS) (continued)

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. The best-estimate ranges were developed using capital market assumptions from CalSTRS general investment consultant (Pension Consulting Alliance - PCA) as an input to the process. Based on the model from CalSTRS consulting actuary's (Milliman) investment practice, a best estimate range was determined by assuming the portfolio is re-balanced annually and that annual returns are lognormally distributed and independent from year to year to develop expected percentiles for the long-term distribution of annualized returns. The assumed asset allocation by PCA is based on board policy for target asset allocation in effect on February 2, 2012, the date the current experience study was approved by the board. Best estimates of 10-year geometric real rates of return and the assumed asset allocation for each major asset class used as input to develop the actuarial investment rate of return are summarized in the following table:

<u>Asset Class</u>	<u>Assumed Asset Allocation</u>	<u>Long-Term* Expected Real Rate of Return</u>
Global Equity	47%	4.50%
Private Equity	12%	6.20%
Real Estate	15%	4.35%
Inflation Sensitive	5%	3.20%
Fixed Income	20%	0.20%
Cash/Liquidity	1%	0.00%
	<u>100%</u>	

* 10-year geometric average

Discount rate

The discount rate used to measure the total pension liability was 7.60 percent. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers will be made at statutory contribution rates in accordance with the rate increases per AB 1469. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return (7.60 percent) and assuming that contributions, benefit payments, and administrative expense occur midyear. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 11 – EMPLOYEE RETIREMENT PLANS (continued)

State Teachers' Retirement System (STRS) (continued)

Sensitivity of the District's proportionate share of the net pension liability to changes in the discount rate

The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.60 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.60 percent) or 1-percentage-point higher (8.60 percent) than the current rate:

	1% Decrease (6.60%)	Current Discount Rate (7.60%)	1% Increase (8.60%)
District's proportionate share of the net pension liability	\$ 111,127,360	\$ 71,293,140	\$ 38,078,640

Pension plan fiduciary net position

Detailed information about the pension plan's fiduciary net position is available in the separately issued CalSTRS financial report.

Public Employees' Retirement Systems (PERS)

Plan Description

The District contributes to the School Employer Pool under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law.

CalPERS issues a separate comprehensive annual financial report that includes required supplementary information. Copies of the CalPERS' annual financial report maybe be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, CA 95814.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015**

NOTE 11 – EMPLOYEE RETIREMENT PLANS (continued)

Public Employees' Retirement Systems (PERS) (continued)

Funding Policy

Active plan members hired prior to January 1, 2013, are required to contribute 7% of their salary. The California Public Employees' Pension Reform Act (PEPRA), specifies that new members entering into the plan on or after January 1, 2013, shall pay the higher of fifty percent of normal costs or 6.0% of their salary. Additionally, for new members entering the plan on or after January 1, 2013, the employer is prohibited from paying any of the employee contribution to CalPERS unless the employer payment of the member's contribution is specified in an employment agreement or collective bargaining agreement that expires after January 1, 2013.

The District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution for fiscal year 2014-2015 was 11.771% of annual payroll. The contribution requirements of the plan members are established and may be amended by the State statute.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2015, the District reported a liability of \$42,912,204 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2014, and the total pension liability used to calculate the net pension liability was determined by applying update procedures to an actuarial valuation as of June 30, 2013, and rolling forward the total pension liability to June 30, 2014. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts, actuarially determined. At June 30, 2014, the District's proportion was .378 percent, which did not change from its proportion measured as of June 30, 2013.

For the year ended June 30, 2015, the District recognized pension expense of \$3,814,018. At June 30, 2015, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between projected and actual earnings on plan investments	\$ -	\$ 14,745,114
District contributions subsequent to the measurement date	4,916,269	-
	<u>\$ 4,916,269</u>	<u>\$ 14,745,114</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 11 – EMPLOYEE RETIREMENT PLANS (continued)

Public Employees' Retirement Systems (PERS) (continued)

\$4,916,269 reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2016. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Inflows of Resources
2016	\$ 3,686,279
2017	3,686,279
2018	3,686,279
2019	3,686,279
	<u>\$ 14,745,116</u>

Actuarial assumptions

The total pension liability was determined by applying update procedures to an actuarial valuation as of June 30, 2013, and rolling forward the total pension liability to June 30, 2014 using the following actuarial assumptions, applied to all periods included in the measurement:

Consumer Price Inflation	2.75%
Investment Yield (Net of Expenses)	7.50%
Wage Inflation	Varies by Entry Age and Service

CalPERS uses custom mortality tables to best fit the patterns of mortality among its members. These custom tables are derived using CalPERS' membership data for all funds. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB.

The actuarial assumptions used in the June 30, 2013 valuation were based on the results of an actuarial experience study for the period from 1997 to 2011.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. In determining the long-term expected rate of return, both short-term and long-term market return expectations as well as the expected pension fund cash flows were taken into account. Such cash flows were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 11 – EMPLOYEE RETIREMENT PLANS (continued)

Public Employees' Retirement Systems (PERS) (continued)

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These geometric rates of return are net of administrative expenses.

Asset Class	Assumed Asset Allocation	Real Return Years 1-10*	Real Return Years 11+**
Global Equity	47%	5.25%	5.71%
Global Fixed Income	19%	0.99%	2.43%
Inflation Sensitive	6%	0.45%	3.36%
Private Equity	12%	6.83%	6.95%
Real Estate	11%	4.50%	5.13%
Infrastructure and Forestland	3%	4.50%	5.09%
Liquidity	2%	-0.55%	-1.05%
	100%		

* An expected inflation of 2.5% used for this period

** An expected inflation of 3.0% used for this period

Discount rate

The discount rate used to measure the total pension liability was 7.50 percent. A projection of the expected benefit payments and contributions was performed to determine if assets would run out. The test revealed the assets would not run out. Therefore the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability for the Schools Pool. The results of the crossover testing for the Schools Pool are presented in a detailed report that can be obtained at CalPERS' website.

According to Paragraph 30 of Statement 68, the long-term discount rate should be determined without reduction for pension plan administrative expense. The 7.50 percent investment return assumption used in this accounting valuation is net of administrative expenses. Administrative expenses are assumed to be 15 basis points. An investment return excluding administrative expenses would have been 7.65 percent. Using this lower discount rate has resulted in a slightly higher total pension liability and net pension liability.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 11 – EMPLOYEE RETIREMENT PLANS (continued)

Public Employees' Retirement Systems (PERS) (continued)

Sensitivity of the District's proportionate share of the net pension liability to changes in the discount rate

The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.50 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.50 percent) or 1-percentage-point higher (8.50 percent) than the current rate:

	1% Decrease (6.50%)	Current Discount Rate (7.50%)	1% Increase (8.50%)
District's proportionate share of the net pension liability	\$ 75,277,801	\$ 42,912,204	\$ 15,867,484

Pension plan fiduciary net position

Detailed information about the pension plan's fiduciary net position is available in the separately issued CalPERS financial report.

Contribution to STRS and PERS

The District's contributes to STRS and PERS for each of the last three fiscal years are as follows:

For the Year Ended	STRS		PERS	
	Required Contribution	Percent Contributed	Required Contribution	Percent Contributed
2013	\$ 4,397,401	100%	\$ 4,382,671	100%
2014	\$ 4,581,108	100%	\$ 4,595,546	100%
2015	\$ 5,273,653	100%	\$ 4,916,269	100%

On Behalf Payments

The State of California makes contributions to CalSTRS and CalPERS on behalf of the District. These payments consist of State General Fund contributions to CalSTRS for the year ended June 30, 2015, which amounted to \$3,026,930 (5.679 percent for 2014-15) of salaries subject to CalSTRS. Contributions are no longer appropriated in the annual Budget Act for the legislatively mandated benefits to CalPERS. Therefore, there is no on behalf contribution rate for CalPERS. No contributions were made for CalPERS for the year ended June 30, 2015. Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures. These amounts have been reflected in the basic financial statements as a component of nonoperating revenue and employee benefit expense.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 12 – POSTEMPLOYMENT HEALTHCARE BENEFITS

Plan Description

The District administers a single-employer defined benefit healthcare plan (the Retiree Health Plan). The plan provides health, dental, and vision benefits to eligible retirees and their dependents in accordance with provisions established through negotiations between the District and the bargaining unions representing employees. Plan provisions are renegotiated each three-year bargaining period. The District reports the financial activity of the plan as a trust fund in these financial statements and no separate financial report is prepared.

Eligibility

The District currently provides retiree and dependent health benefits to eligible academic, classified, classified leadership and administrators until retirees reach age 65. Eligibility requirements vary by employee classification. All participants must have a minimum service of 10 years and minimum required hours of 75% FTE. In addition, classified employees must be at least 60 years of age; and classified leadership, administrators and academic employees must retire under PERS or STRS. The District also pays for retiree only Medicare supplemental coverage for academic, classified leadership and administrative retirees beyond age 65.

Retirees and beneficiaries receiving benefits	304
Active plan members	874
Total	<u>1178</u>

Funding Policy

The contribution requirements are established and may be amended by the District. The required contribution is based on projected pay-as-you-go financing requirements, with an annual adjustment to fully fund the actuarially determined annual required contribution. For fiscal year 2014-2015, the District contributed \$3,474,015 to the plan for current year premiums. The District pays for 100% of coverage.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 12 – POSTEMPLOYMENT HEALTHCARE BENEFITS (continued)

Annual OPEB Cost and Net OPEB Obligation

The District's annual other postemployment benefit (OPEB) cost (expense) is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover the normal cost each year and amortize an unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years. The following table shows the components of the District's annual OPEB cost for the year, the amount actually contributed, and changes in the District's net OPEB obligation:

Annual required contribution (ARC)	\$ 2,848,515
Interest on net OPEB obligation	74,156
Adjustment to annual required contribution	(62,212)
Annual OPEB cost	2,860,459
Contributions made	(3,474,015)
Changes in net OPEB obligation	(613,556)
Net OPEB obligation, beginning of year	1,059,378
Net OPEB obligation, end of year	\$ 445,822

The District's annual OPEB cost, the percentage of annual OPEB cost contributed, and the net OPEB obligation was as follows:

For the Year Ended	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
June 30, 2015	\$ 2,860,459	121.45%	\$ 445,822
June 30, 2014	\$ 2,895,781	119.97%	\$ 1,059,378
June 30, 2013	\$ 4,445,937	95.68%	\$ 445,822

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015**

NOTE 12 – POSTEMPLOYMENT HEALTHCARE BENEFITS (continued)

Funding Status and Funding Progress

The funded status of the OPEB Plan as of June 30, 2015, is as follows:

Actuarial Accrued Liability (AAL)	\$ 82,275,244
Actuarial Value of Plan Assets	95,095,769
Unfunded Actuarial Accrued Liability/(Surplus) (UAAL)	<u>\$ (12,820,525)</u>
Funded Ratio (Actuarial Value of Plan Assets/AAL)	115.6%
Covered Payroll	\$ 75,870,000

The above noted actuarial accrued liability was based on the January 1, 2015, actuarial valuation. Actuarial valuations of an ongoing benefit plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets, if any, is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits. The schedule of employer contribution also presented as required supplementary information, presents trend information about the amounts contributed to the plan by employers in comparison to the annual required contribution (ARC).

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefits costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, if any, consistent with the long-term perspective of the calculations.

The actuarial cost method used in determining the benefit obligations is the Entry Age Normal Cost method. The actuarial assumptions included a 7.0 percent investment rate of return (net of administrative expenses) which is a blended rate of the expected long-term investment returns on plan assets and on the employer's own investments calculated based on the funded level of the plan at the valuation date, and an annual healthcare cost trend rate of 4.0 – 6.5 percent which included a 2.8 percent inflation assumption.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015**

NOTE 13 – JOINT POWERS AGREEMENT

The District participates in five joint powers agreement (JPA) entities: the Statewide Association of Community Colleges (SWACC), the Schools Excess Liability Fund (SELF), the Protected Insurance Programs for Schools (PIPS), the Self-Insured Schools of California (SISC), and the Alameda County School Insurance Group (ACSIG). The relationship between the District and the JPAs is such that none of the JPAs are a component unit of the District for financial reporting purposes.

SWACC provides liability and property insurance for its member colleges. SWACC's membership consists of two joint power authority (JPA) members (which represent 21 districts) and 25 individual member districts for a total of 46 community college districts. A full Board of Directors comprised of one representative from each member governs SWACC. Each Board Member is allocated a number of votes determined by a weighted system that is based on the lottery full-time equivalent students (FTES) of each member. The Board elects from its members a President, Vice-President, Secretary and Treasurer. Each member shares surpluses and deficits proportionately to its participation in SWACC.

SELF arranges for and provides a self-funded or additional insurance for excess liability fund for members, elected alternates, and two ex-officio members. The board controls the operations of SELF, including selection of management and approval of operating budgets, independent of any influence by the members beyond their representation on the board. Each member pays an annual contribution based upon that calculated by SELF's board of directors and shares surpluses and deficits proportionately to its participation in SELF.

PIPS provides workers' compensation reinsurance protection to its membership for public schools and community colleges throughout California. SISC, Self-Insured Schools of California, is a Joint Powers Agreement administered by the Kern County Superintendent of Schools Office. SISC's focus is on pooling resources to provide schools with a more stable long term health insurance solution rather than purchasing from commercial carriers. South Orange County College District has been a member since August 2003.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 13 – JOINT POWERS AGREEMENT (continued)

South Orange County Community College District's dental and vision coverage is administered through ACSIG, Alameda County School Insurance Group, which the District joined in July 2003. The program offers both a fixed rate as well as a self-funded option for individual school districts or school JPAs throughout California. There are presently over 300 school districts covering 70,000 employees participating in the program. The large size of the group allows ACSIG to enjoy a very low administration rate with Delta Dental which results in reduced costs for all members.

Condensed financial information for each JPA for the most current information available is as follows:

	SWACC	SELF	PIPS	SISC	ACSIG
	6/30/2014	6/30/2014	6/30/2014	9/30/2014	6/30/2014
	(Audited)	(Audited)	(Audited)	(Audited)	(Audited)
Total assets	\$ 54,045,044	\$ 162,746,000	\$ 101,635,390	\$ 304,614,232	\$ 33,646,460
Total liabilities	23,536,002	118,853,000	89,564,503	159,022,820	33,839,130
Retained earnings	\$ 30,509,042	\$ 43,893,000	\$ 12,070,887	\$ 145,591,412	\$ (192,670)
Total revenues	\$ 7,072,609	\$ 11,812,000	\$ 18,271,889	\$ 1,519,341,871	\$ 135,261,442
Total expenses	7,806,532	4,199,000	22,602,717	1,541,013,235	130,454,306
Net increase/(decrease) in retained earnings	\$ (733,923)	\$ 7,613,000	\$ (4,330,828)	\$ (21,671,364)	\$ 4,807,136

NOTE 14 – FUNCTIONAL EXPENSES

The functional expenses for the year ended June 30, 2015 were as follows:

	Salaries	Employee Benefits	Supplies Materials and other Expenses and Services	Student Financial Aid	Depreciation	Total
Instructional Activities	\$ 60,018,365	\$ 15,562,122	\$ 4,747,468	\$ -	\$ -	\$ 80,327,955
Academic Support	9,581,114	3,521,097	822,519	-	-	13,924,730
Student Services	14,740,928	5,016,216	2,242,453	-	-	21,999,597
Operation and Maintenance of Plant	6,447,554	3,500,049	5,454,902	-	-	15,402,505
Institutional Support Services	16,704,166	6,994,499	10,526,596	-	-	34,225,261
Community Services and Economic Development	2,848,777	897,265	1,697,454	-	-	5,443,496
Ancillary Services and Auxiliary Operations	5,246,702	2,105,603	1,077,234	-	-	8,429,539
Student Aid	-	-	-	28,134,293	-	28,134,293
Other Outgo	336,109	130,950	240,329	-	-	707,388
Depreciation Expense	-	-	-	-	12,109,518	12,109,518
Total	\$ 115,923,715	\$ 37,727,801	\$ 26,808,955	\$ 28,134,293	\$ 12,109,518	\$ 220,704,282

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 15 – SELF-INSURANCE

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; natural disasters; and medical claims. The District is self-insured for coverage up to a maximum of \$25,000 for each general liability claim and \$5,000 for each property damage claim. In 1995, the District became fully insured for workers' compensation benefits. The ending claims liabilities balance for workers compensation at June 30, 2015, represents estimated liabilities incurred prior to 1995, both reported and unreported, which are actuarially determined. The District participates in JPAs to provide excess insurance coverage above the self-insured retention level for workers compensation and property and liability claims. Settled claims have not exceeded the coverage provided by the JPA in any of the past three fiscal years.

At June 30, 2015, the District accrued the claims liability in accordance with GASB Statements No. 10 and No. 30, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. The amount of liability is estimated at \$224,321. Changes in the reported liability for the years ended June 30, 2015 and June 30, 2014 are shown below:

			Current Year		Ending	Amount
	Beginning Fiscal		Claims and Changes		Fiscal Year	Due in
June 30, 2014	Year Liability		in Estimates	Claim Payments	Liability	One Year
Workers' Compensation	\$ 127,846	\$ -	\$ (39,734)	\$ 88,112	\$ 88,112	
Property and Liability	197,197	140,862	(201,850)	136,209	136,209	
Total	\$ 325,043	\$ 140,862	\$ (241,584)	\$ 224,321	\$ 224,321	

			Current Year		Ending	Amount
	Beginning Fiscal		Claims and Changes		Fiscal Year	Due in
June 30, 2015	Year Liability		in Estimates	Claim Payments	Liability	One Year
Workers' Compensation	\$ 88,112	\$ -	\$ (88,112)	\$ -	\$ -	
Property and Liability	136,209	327,462	(155,789)	307,882	307,882	
Total	\$ 224,321	\$ 327,462	\$ (243,901)	\$ 307,882	\$ 307,882	

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 16- COMMITMENTS AND CONTINGENCIES

A. State and Federal Allowances, Awards, and Grants

The District has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursement will not be material.

B. Purchase Commitments

As of June 30, 2015, the District was committed under various capital expenditure purchase agreements for construction and modernization projects totaling approximately \$76,913,480. Projects will be funded by State funds and Basic Aid funds.

C. Litigation

The District is a defendant in various pending liability lawsuits arising in the ordinary course of business. The outcome of the litigation is unknown at the present time, however, in the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the District's financial statements.

NOTE 17 – DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

Pension Plans

Pursuant to GASB Statement No. 68, *Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27*, the District recognized deferred outflows and inflows of resources related to pensions in the District-wide financial statements. The District's deferred outflows and inflows of resources related to pensions were as follows at June 30, 2015:

	Deferred outflows related to pensions	Deferred inflows related to pensions
STRS Pension	\$ 8,300,583	\$ 17,555,800
PERS Pension	4,916,269	14,745,114
Total	\$ 13,216,852	\$ 32,300,914

NOTE 18 – RESTATEMENT OF NET POSITION

The beginning net position of the Primary Government has been restated due to the implementation of GASB 68 Net Pension Liability.

	Primary Government
Net Position - Beginning, as Previously Reported	\$ 542,827,416
Restatement for net pension liability	(136,536,119)
Net Position - Beginning, as Restated	\$ 406,291,297

REQUIRED SUPPLEMENTARY INFORMATION

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SCHEDULE OF POSTEMPLOYMENT HEALTHCARE BENEFITS FUNDING PROGRESS
FOR THE YEAR ENDED JUNE 30, 2015**

Actuarial Valuation Date	Actuarial Value of Assets (AVA)	Actuarial Accrued Liability (Entry Age Normal Cost Method) (AAL)	Unfunded Actuarial Accrued Liability (UAAL)/(Surplus)	Funding Ratio	Covered Payroll	UAAL/(Surplus) as a Percentage of Covered Payroll
1/1/2015	\$ 95,095,769	\$ 82,275,244	\$ (12,820,525)	115.6%	\$ 75,870,000	(16.9%)
1/1/2014	\$ 90,697,726	\$ 80,371,743	\$ (10,325,983)	112.9%	\$ 71,115,000	(14.5%)
2/1/2013	\$ 73,602,685	\$ 89,492,430	\$ 15,889,745	82.2%	\$ 68,971,000	23.0%

See accompanying note to required supplementary information.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY -
STRS
FOR THE YEAR ENDED JUNE 30, 2015**

	<u>June 30, 2015</u>
District's proportion of the net pension liability	0.12%
District's proportionate share of the net pension liability	\$ 71,293,140
District's covered-employee payroll	\$ 59,387,984
District's proportionate share of the net pension liability as a percentage of its covered-employee payroll	1.20
Plan fiduciary net position as a percentage of the total pension liability.	76.50%

See accompanying note to required supplementary information.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY -
PERS
FOR THE YEAR ENDED JUNE 30, 2015**

	<u>June 30, 2015</u>
District's proportion of the net pension liability	0.38%
District's proportionate share of the net pension liability	\$ 42,912,204
District's covered-employee payroll	\$ 41,765,942
District's proportionate share of the net pension liability as a percentage of its covered-employee payroll	1.03
Plan fiduciary net position as a percentage of the total pension liability.	83.38%

See accompanying note to required supplementary information.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SCHEDULE OF DISTRICT CONTRIBUTIONS – STRS
FOR THE YEAR ENDED JUNE 30, 2015**

	<u>June 30, 2015</u>
Contractually required contribution	\$ -
Contributions in relation to the contractually required contribution	5,273,653
Contribution deficiency (excess)	<u>\$ (5,273,653)</u>
District's covered-employee payroll	\$ 59,387,984
Contributions as a percentage of covered-employee payroll	0

See accompanying note to required supplementary information.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SCHEDULE OF DISTRICT CONTRIBUTIONS – PERS
FOR THE YEAR ENDED JUNE 30, 2015**

	<u>June 30, 2015</u>
Contractually required contribution	\$ -
Contributions in relation to the contractually required contribution	4,916,269
Contribution deficiency (excess)	<u>\$ (4,916,269)</u>
District's covered-employee payroll	\$ 41,765,942
Contributions as a percentage of covered-employee payroll	0

See accompanying note to required supplementary information.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED JUNE 30, 2015**

NOTE 1 - PURPOSE OF SCHEDULE

A. Schedule of Postemployment Healthcare Benefits Funding Progress

This schedule is prepared to show information for the most recent actuarial valuation and from the three most recent actuarial valuations in accordance with Statement No. 45 of the Governmental Accounting Standards Board, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. The schedule is intended to show trends about the funding progress of the District's actuarially determined liability for post-employment benefits other than pensions.

B. Schedule of the District's Proportionate Share of the Net Pension Liability

This 10-year schedule is required by GASB Statement No. 68 for each cost-sharing pension plan. Until a full 10-year trend is compiled, the schedule will only show those years under which GASB Statement No. 68 was applicable. The schedule presents the District's proportion (percentage) of the collective net pension liability, the District's proportionate share (amount) of the collective net pension liability, the District's covered-employee payroll, the District's proportionate share (amount) of the collective net pension liability as a percentage of the employer's covered-employee payroll, and the pension plan's fiduciary net position as a percentage of the total pension liability.

C. Schedule of District Contributions

This 10-year schedule is required by GASB Statement No. 68 for each cost-sharing pension plan. Until a full 10-year trend is compiled, the schedule will only show those years under which GASB Statement No. 68 was applicable. The schedule presents the District's statutorily or contractually required employer contribution, the amount of contributions recognized by the pension plan in relation to the statutorily or contractually required employer contribution, the difference between the statutorily or contractually required employer contribution and the amount of contributions recognized by the pension plan in relation to the statutorily or contractually required employer contribution, the District's covered-employee payroll, and the amount of contributions recognized by the pension plan in relation to the statutorily or contractually required employer contribution as a percentage of the District's covered-employee payroll.

SUPPLEMENTARY INFORMATION

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
HISTORY AND ORGANIZATION
JUNE 30, 2015**

The South Orange County Community College District was established in 1967. The District currently operates two colleges, Saddleback College located in Mission Viejo and Irvine Valley College located in Irvine; and a satellite location, Advanced Technology and Educated Park (ATEP), located in Tustin.

BOARD OF TRUSTEES

Member	Office	Term Expires
Mr. T.J. Prendergast, III	President	2018
Mr. Timothy Jemal	Vice President	2016
Dr. James R. Wright	Clerk	2016
Ms. Marcia Milchiker	Trustee	2018
Ms. Barbara J. Jay	Trustee	2016
Ms. Terri Whitt	Trustee	2016
Mr. David B. Lang	Trustee	2016

DISTRICT EXECUTIVE OFFICERS

Name	Title
Gary L. Poertner	Chancellor
Dr. Tod A. Burnett	President, Saddleback College
Dr. Glenn R. Roquemore	President, Irvine Valley College
Dr. Debra L. Fitzsimons	Vice Chancellor, Business Services
Dr. Robert S. Bramucci	Vice Chancellor, Technology and Learning Services
Dr. David P. Bugay	Vice Chancellor, Human Resources and Employer/Employee Relations

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2015**

FEDERAL GRANTOR/PASS-THROUGH GRANTOR/PROGRAM TITLE	Federal Catalog Number	Pass-Through Entity Identifying Number	Total Program Expenditures
U.S. Department of Education			
<i>Direct Program</i>			
Federal Supplemental Educational Opportunity Grant	84.007	*	\$ 402,997
Federal Work Study Program	84.033	*	333,378
Federal Pell Grant	84.063	*	22,523,202
Federal Direct Student Loans	84.268	*	3,656,013
<i>Subtotal Student Financial Assistance Cluster</i>			<u>26,915,590</u>
<i>Passed through the California Department of Education</i>			
Perkins Title I-C	84.048	12-C01-062	652,359
CTE Transitions - Perkins IV	84.243	12-112-891	86,538
Total U.S. Department of Education			<u>27,654,487</u>
U.S. Department of Health and Human Services			
<i>Passed through the California Department of Education</i>			
Temporary Assistance for Needy Families	93.558	6870-111-0001	72,298
Total U.S. Department of Health and Human Services			<u>72,298</u>
U.S. Department of Labor			
<i>Direct Program</i>			
Trade Adjustment Assistance Community College & Career Training	17.282	*	794,692
<i>Passed through the County of Orange</i>			
WIA/WIOA Adult Program	17.258	*	130,800
<i>Passed through the City of Santa Ana</i>			
WIA/WIOA Adult Program	17.258	*	153,442
<i>Subtotal 17.258</i>			<u>284,242</u>
Total U.S. Department of Labor			<u>1,078,934</u>
National Science Foundation			
<i>Direct Program</i>			
National Science Foundation Photonics Initiative	47.076	*	58,825
National Science Foundation S-STEM Scholars Program	47.076	*	196,038
<i>Subtotal National Science Foundation Direct Program Cluster</i>			<u>254,863</u>
<i>Passed through the Center for Occupational Research and Development (CORD)</i>			
Op-Tec: The National Center for Optics & Photonics Education	47.076	*	34,029
<i>Passed through the University of California, Irvine</i>			
National Science Foundation iUSE	47.076	*	24,486
<i>Passed through the American Association of Community Colleges</i>			
National Science Foundation MentorLinks	47.076	*	7,736
<i>Subtotal National Science Foundation Passed Through Cluster</i>			<u>66,251</u>
Total National Science Foundation			<u>321,114</u>
Total Federal Program Expenditures			<u>\$ 29,126,833</u>

See accompanying note to supplementary information.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SCHEDULE OF STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED JUNE 30, 2015**

Program Name	Program Revenues				Total
	Cash Received	Accounts Receivable	Deferred Income	Total	Program Expenditures
State Categorical Aid Programs					
AB86 Adult Education Consortium	\$ 335,273	\$ -	\$ 97,489	\$ 237,784	\$ 237,784
Basic Skills 12/13 Allocation	31,898	-	-	31,898	31,898
Basic Skills 13/14 Allocation	248,700	-	-	248,700	248,700
Basic Skills 14/15 Allocation	314,595	-	304,251	10,344	10,344
Board Financial Assistance Program (BFAP)	853,052	-	-	853,052	853,052
CA Career Pathways Trust	565,315	-	323,368	241,947	241,947
CAL-B Student Grants	1,301,496	-	206	1,301,290	1,301,290
CAL-C Student Grants	28,091	-	-	28,091	28,091
CalWORKs	309,429	-	-	309,429	309,429
Child Development Training Consortium	16,625	-	-	16,625	16,625
Common Assessment	-	243,498	-	243,498	243,498
Cooperative Agencies Resources for Education (CARE)	76,097	-	-	76,097	76,097
CTE Community Collaborative 12/13	92,632	-	-	92,632	92,632
CTE Enhancement Fund	228,075	-	74,198	153,877	153,877
CTE Teacher Preparation Pipeline 12/13	7,322	-	-	7,322	7,322
CTE Teacher Preparation Pipeline 13/14	48,000	-	24,648	23,352	23,352
CTE Work-based Learning 12/13	353,119	-	-	353,119	353,119
Deputy Sector Navigator 14/15	80,000	1,104	-	81,104	81,104
Deputy Sector Navigator Energy	54,086	180,000	-	234,086	234,086
Disabled Students Programs and Services (DSPS)	2,659,169	-	-	2,659,169	2,659,169
Enrollment Growth for Associate Degree Nursing 14/15	346,187	-	-	346,187	346,187
Extended Opportunity Programs and Services (EOPS)	1,190,874	-	-	1,190,874	1,190,874
Faculty Entrepreneurship	-	5,000	-	5,000	5,000
Foster and Kinship Care Education (FKCE)	116,220	116,221	-	232,441	232,441
ICT Digital Media	4,000	-	-	4,000	4,000
ICT Digital Media	-	3,169	-	3,169	3,169
Infrastructure Program (TTIP)	29,770	-	-	29,770	29,770
Instructional Equipment and Library Materials	183,981	-	-	183,981	183,981
Physical Plant & Instructional Equipment	3,283,044	-	937,489	2,345,555	2,345,555
Small Business Sector Navigator	-	5,000	-	5,000	5,000
Small Business Sector Navigator	27,500	-	-	27,500	27,500
Staff Diversity	17,852	-	2,082	15,770	15,770
Student Equity	1,095,043	-	895,532	199,511	199,511
Student Success & Support Program - Credit	4,003,817	-	1,468,060	2,535,757	2,535,757
Student Success & Support Program - Non-credit	53,629	-	34,417	19,212	19,212
Work-based Learning 13/15	80,000	112,610	-	192,610	192,610
Total State Programs	\$ 18,034,891	\$ 666,602	\$ 4,161,740	\$ 14,539,753	\$14,539,753

See accompanying note to supplementary information.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SCHEDULE OF WORKLOAD MEASURE FOR STATE GENERAL APPORTIONMENT ANNUAL
(ACTUAL) ATTENDANCE
FOR THE YEAR ENDED JUNE 30, 2015**

	Reported Data	Audit Adjustment	Revised Data
A. Summer Intersession (Summer 2013 Only)			
1. Noncredit	242	-	242
2. Credit	2,044	-	2,044
B. Summer Intersession (Summer 2014 - Prior to July 1, 2014)			
2. Credit	2,583	-	2,583
C. Primary Terms (Exclusive of Summer Intersession)			
1. Census Procedures Courses			
(a) Weekly Census Contact Hours	15,449	-	15,449
(b) Daily Census Contact Hours	945	-	945
2. Actual Hours of Attendance Procedure Courses			
(a) Noncredit	1,599	-	1,599
(b) Credit	1,099	-	1,099
3. Alternative Attendance Accounting Procedure			
(a) Weekly Census Procedure Courses	1,596	-	1,596
(b) Daily Census Procedure Courses	1,833	-	1,833
D. Total FTES	27,390	-	27,390
Basic Skills Courses and Immigrant Education			
1. Noncredit	485		
2. Credit	1,551		

See accompanying note to supplementary information.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET REPORT (CCFS-311) WITH
DISTRICT ACCOUNTING RECORDS
FOR THE YEAR ENDED JUNE 30, 2015**

There were no adjustments necessary to reconcile the annual CCFS-311 report with the District accounting records for the fiscal year 2014-2015.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RECONCILIATION OF THE ECS 84362 (50 PERCENT LAW) CALCULATION
FOR THE YEAR ENDED JUNE 30, 2015**

		Activity (ESCA) ECS 84362 A Instructional Salary Cost AC 0100-5900 & AC 6100			Activity (ESCB) ECS 84362 B Total CEE AC 0100-6799		
	Object/ TOP Codes	Reported Data	Audit Adjustments	Revised Data	Reported Data	Audit Adjustments	Revised Data
<u>Academic Salaries</u>							
Instructional Salaries							
Contract or Regular	1100	\$ 30,786,308	\$ -	\$ 30,786,308	\$ 30,786,308	\$ -	\$ 30,786,308
Other	1300	22,440,601	-	22,440,601	22,440,601	-	22,440,601
Total Instructional Salaries		53,226,909	-	53,226,909	53,226,909	-	53,226,909
Non-Instructional Salaries							
Contract or Regular	1200	-	-	-	9,648,760	-	9,648,760
Other	1400	-	-	-	2,553,613	-	2,553,613
Total Non-Instructional Salaries		-	-	-	12,202,373	-	12,202,373
Total Academic Salaries		53,226,909	-	53,226,909	65,429,282	-	65,429,282
<u>Classified Salaries</u>							
Non-Instructional Salaries							
Regular Status	2100	-	-	-	26,620,462	-	26,620,462
Other	2300	-	-	-	1,896,630	-	1,896,630
Total Non-Instructional Salaries		-	-	-	28,517,092	-	28,517,092
Instructional Aides							
Regular Status	2200	2,942,946	-	2,942,946	2,942,946	-	2,942,946
Other	2400	1,233,352	-	1,233,352	1,233,352	-	1,233,352
Total Instructional Aides		4,176,298	-	4,176,298	4,176,298	-	4,176,298
Total Classified Salaries		4,176,298	-	4,176,298	32,693,390	-	32,693,390
Employee Benefits	3000	15,031,684	-	15,031,684	32,714,872	-	32,714,872
Supplies and Materials	4000	-	-	-	1,771,505	-	1,771,505
Other Operating Expenses	5000	665,038	-	665,038	13,253,969	-	13,253,969
Equipment Replacement	6420	-	-	-	-	-	-
Total Expenditures Prior to Exclusions		73,099,929	-	73,099,929	145,863,018	-	145,863,018
<u>Exclusions</u>							
Activities to Exclude							
Instructional Staff-Retirees' Benefits and Retirement Incentives	5900	-	-	-	-	-	-
Student Health Services Above Amount Collected	6441	-	-	-	35	-	35
Student Transportation	6491	-	-	-	447,865	-	447,865
Non-instructional Staff-Retirees' Benefits and Retirement Incentives	6740	-	-	-	-	-	-
Object to Exclude							
Rents and Leases	5060	-	-	-	322,186	-	322,186
Lottery Expenditures							
Academic Salaries	1000	-	-	-	-	-	-
Classified Salaries	2000	-	-	-	180,442	-	180,442
Employee Benefits	3000	-	-	-	63,244	-	63,244
Supplies and Materials							
Software	4100	-	-	-	-	-	-
Books, Magazines & Periodicals	4200	-	-	-	-	-	-
Instructional Supplies & Materials	4300	-	-	-	-	-	-
Non-instructional Supplies & Materials	4400	-	-	-	19,595	-	19,595
Total Supplies and Materials		-	-	-	19,595	-	19,595
Other Operating Expenses and Services	5000	-	-	-	3,941,317	-	3,941,317
Capital Outlay							
Library Books	6300	-	-	-	-	-	-
Equipment							
Equipment - Additional	6410	-	-	-	-	-	-
Equipment - Replacement	6420	-	-	-	-	-	-
Total Equipment		-	-	-	-	-	-
Total Capital Outlay		-	-	-	-	-	-
Other Outgo	7000	-	-	-	-	-	-
Total Exclusions		-	-	-	4,974,684	-	4,974,684
Total for ECS 84362, 50% Law		\$ 73,099,929	\$ -	\$ 73,099,929	\$ 140,888,334	\$ -	\$ 140,888,334
Percent of CEE (Instructional Salary Cost/Total CEE)		51.89%		51.89%	100.00%		100.00%
50% of Current Expense of Education					\$ 70,444,167		\$ 70,444,167

See accompanying note to supplementary information.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
DETAILS OF EDUCATION PROTECTION ACCOUNT
FOR THE YEAR ENDED JUNE 30, 2015**

EPA Revenue	\$ 2,784,886
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Activity Classification	Activity Code	Salaries and Benefits	Operating Expenses	Capital Outlay	
		(Obj 1000-3000)	(Obj 4000-5000)	(Obj 6000)	Total
Instructional Activities	0100-5900	\$ 2,784,886	\$ -	\$ -	\$ 2,784,886
Total		\$ 2,784,886	\$ -	\$ -	\$ 2,784,886

See accompanying note to supplementary information.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SCHEDULE OF GENERAL FUND FINANCIAL TRENDS AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2015**

	(Budget) 2016		2015		2014		2013		2012	
	Amount	Percentage	Amount	Percentage	Amount	Percentage	Amount	Percentage	Amount	Percentage
General Fund:										
Revenue										
Federal	\$ 3,958,708	1.61	\$ 2,558,497	1.09	\$ 1,514,722	0.71	\$ 2,073,069	1.00	\$ 2,589,704	1.34
State	32,478,246	13.23	25,104,508	10.72	18,029,721	8.48	16,471,837	7.96	15,128,747	7.81
Local	209,051,885	85.16	206,588,179	88.19	193,095,707	90.81	188,357,858	91.04	175,952,750	90.85
Total revenue	<u>245,488,839</u>	<u>100.00</u>	<u>234,251,184</u>	<u>100.00</u>	<u>212,640,150</u>	<u>100.00</u>	<u>206,902,764</u>	<u>100.00</u>	<u>193,671,201</u>	<u>100.00</u>
Expenditures										
Academic salaries	75,635,828	28.40	69,975,889	31.31	66,455,148	32.78	63,172,261	31.42	59,702,177	30.83
Classified salaries	46,977,893	17.64	42,454,663	19.00	40,077,558	19.77	39,106,926	19.45	38,843,931	20.06
Employee benefits	43,404,626	16.30	37,395,709	16.73	34,298,495	16.92	39,400,202	19.60	33,355,543	17.22
Supplies and materials	5,614,133	2.11	3,094,379	1.38	2,834,961	1.40	2,643,214	1.31	2,718,398	1.40
Other operating expenses and services	23,923,692	8.98	17,357,142	7.77	15,410,692	7.60	14,462,045	7.19	13,832,822	7.14
Capital outlay	10,839,784	4.07	6,624,181	2.96	3,561,863	1.76	3,363,957	1.67	4,023,472	2.08
Other uses (net)	59,931,110	22.50	46,595,792	20.85	40,084,526	19.77	38,893,768	19.35	41,198,807	21.27
Total expenditures	<u>266,327,066</u>	<u>100.00</u>	<u>223,497,755</u>	<u>100.00</u>	<u>202,723,243</u>	<u>100.00</u>	<u>201,042,373</u>	<u>100.00</u>	<u>193,675,150</u>	<u>100.00</u>
Change in fund balance	<u>\$ (20,838,227)</u>	<u>-</u>	<u>\$ 10,753,429</u>	<u>-</u>	<u>\$ 9,916,907</u>	<u>-</u>	<u>\$ 5,860,391</u>	<u>-</u>	<u>\$ (3,949)</u>	<u>-</u>
Ending fund balance	<u>\$ 25,053,164</u>	<u>9.41</u>	<u>\$ 54,989,959</u>	<u>24.60</u>	<u>\$ 44,236,530</u>	<u>21.82</u>	<u>\$ 34,319,623</u>	<u>17.07</u>	<u>\$ 30,813,242</u>	<u>15.91</u>
Full-time equivalent students	<u>28,376</u>		<u>27,390</u>		<u>26,043</u>		<u>27,804</u>		<u>27,497</u>	
Total long-term debt	<u>\$ 117,391,540</u>		<u>\$ 119,081,675</u>		<u>\$ 5,280,253</u>		<u>\$ 8,180,238</u>		<u>\$ 12,324,235</u>	

Important Notes:

All revenue percentages are of total revenues, all other percentages are of total expenditures.

Budget figures include adopted budget.

See accompanying note to supplementary information.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NOTES TO SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED JUNE 30, 2015**

NOTE 1- PURPOSE OF SCHEDULES

A. Schedules of Expenditures of Federal Awards and State Financial Assistance

The audit of the South Orange County Community College District for the year ended June 30, 2015 was conducted in accordance with OMB Circular A-133, which requires a disclosure of the financial activities of all federally funded programs. The Schedule of Federal Awards and the Schedule of State Financial Assistance is prepared on the modified accrual basis of accounting.

B. Schedule of Workload Measures for State General Apportionment

The Schedule of Workload Measures for State General Apportionment represents the basis of apportionment of the South Orange County Community College District's annual calculation of funding.

C. Reconciliation of Annual Financial and Budget Report with Audited Fund Balances

This schedule reports any audit adjustments made to the fund balances of all funds as reported on the Form CCFS-311.

D. Reconciliation of the ECS 84362 (50 percent law) Calculation

This schedule reports any audit adjustments made to the reported data to ensure that a minimum of 50 percent of the District's current expense of education is expended for salaries of classroom instructors.

E. Details of the Education Protection Account

This schedule reports the revenue and expenditures of the District Proposition 30 Education Protection Account.

F. Schedule of General Fund Financial Trends and Analysis

This report is prepared to show financial trends of the General Fund over the past three fiscal years as well as the current year budget. This report is intended to identify if the District faces potential fiscal problems and if they have met the recommended available reserve percentages.

**OTHER INDEPENDENT
AUDITORS' REPORTS**



REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT
AUDITING STANDARDS

Christy White, CPA

Michael Ash, CPA

Heather Rubio

Independent Auditors' Report

Governing Board
South Orange County Community College District
Mission Viejo, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activity, aggregate discretely presented component units and fiduciary funds of South Orange County Community College District, as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the South Orange County Community College District's basic financial statements, and have issued our report thereon dated October 28, 2015.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered South Orange County Community College District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of South Orange County Community College District's internal control. Accordingly, we do not express an opinion on the effectiveness of South Orange County Community College District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether South Orange County Community College District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Christy White Associates

San Diego, California
October 28, 2015



REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; AND REPORT
ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB
CIRCULAR A-133

Christy White, CPA

Michael Ash, CPA

Heather Rubio

Independent Auditors' Report

Governing Board
South Orange County Community College District
Mission Viejo, California

Report on Compliance for Each Major Federal Program

We have audited South Orange County Community College District's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of South Orange County Community College District's major federal programs for the year ended June 30, 2015. South Orange County Community College District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of South Orange County Community College District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about South Orange County Community College District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of South Orange County Community College District's compliance.

Opinion on Each Major Federal Program

In our opinion, South Orange County Community College District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015.

Report on Internal Control Over Compliance

Management of South Orange County Community College District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered South Orange County Community College District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of South Orange County Community College District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Christy White Associates

San Diego, California
October 28, 2015



REPORT ON STATE COMPLIANCE

Independent Auditors' Report

Christy White, CPA

Michael Ash, CPA

Heather Rubio

Governing Board
South Orange County Community College District
Mission Viejo, California

Report on State Compliance

We have audited South Orange County Community College District's compliance with the types of compliance requirements described in the *California Community Colleges Contracted District Audit Manual (CDAM) 2014-15*, issued by the California Community Colleges Chancellor's Office for the year ended June 30, 2015.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on South Orange County Community College District's compliance with the requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *California Community Colleges Contracted District Audit Manual (CDAM) 2014-15*, issued by the California Community Colleges Chancellor's Office. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the state programs noted below. An audit includes examining, on a test basis, evidence about South Orange County Community College District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance with the requirements referred to above. However, our audit does not provide a legal determination of South Orange County Community College District's compliance with those requirements.

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Opinion on State Compliance

In our opinion, South Orange County Community College District complied, in all material respects, with the types of compliance requirements referred to above that are applicable to the state programs noted in the table below for the year ended June 30, 2015.

Procedures Performed

In connection with the audit referred to above, we selected and tested transactions and records to determine South Orange County Community College District's compliance with the state laws and regulations applicable to the following items:

Section 421 – Salaries of Classroom Instructors (50 Percent Law)
Section 423 - Apportionment for Instructional Service Agreements/Contracts
Section 424 - State General Apportionment Funding System
Section 425 - Residency Determination for Credit Courses
Section 426 - Students Actively Enrolled
Section 427 - Concurrent Enrollment of K-12 Students in Community College Credit Courses
Section 430 – Scheduled Maintenance Program
Section 431 - Gann Limit Calculation
Section 435 - Open Enrollment
Section 438 - Student Fees – Health Fees and Use of Health Fee Funds
Section 439 – Proposition 39 Clean Energy
Section 440 – Intercession Extension Program
Section 474 - Extended Opportunity Programs and Services (EOPS) and Cooperative Agencies Resources for Education (CARE)
Section 475 - Disabled Student Programs and Services (DSPS)
Section 479 - To Be Arranged Hours (TBA)
Section 490 - Proposition 1D State Bond Funded Projects
Section 491- Proposition 30 Education Protection Account Funds

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing over state laws and regulations based on the requirements described in the *California Community Colleges Contracted District Audit Manual (CDAM) 2014-15*. Accordingly, this report is not suitable for any other purpose.

Christy White Associates

San Diego, California
October 28, 2015

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SUMMARY OF AUDITORS' RESULTS
FOR THE YEAR ENDED JUNE 30, 2015**

FINANCIAL STATEMENTS

Type of auditors' report issued:	<u>Unmodified</u>
Internal control over financial reporting:	
Material weaknesses identified?	<u>No</u>
Significant deficiencies identified not considered to be material weaknesses?	<u>None Reported</u>
Non-compliance material to financial statements noted?	<u>No</u>

FEDERAL AWARDS

Internal control over major programs:	
Material weaknesses identified?	<u>No</u>
Significant deficiencies identified not considered to be material weaknesses?	<u>None Reported</u>
Type of auditors' report issued on compliance for major programs:	<u>Unmodified</u>
Any audit findings disclosed that are required to be reported in accordance with Circular A-133, Section .510(a)	<u>No</u>
Identification of major programs:	

<u>CFDA Numbers</u>	<u>Name of Federal Program of Cluster</u>
<u>84.007, 84.033, 84.063, 84.268</u>	<u>Student Financial Assistance Cluster</u>

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$ 873,805</u>
Auditee qualified as low-risk auditee?	<u>Yes</u>

STATE AWARDS

Internal control over State programs:	
Material weaknesses identified?	<u>No</u>
Significant deficiencies identified not considered to be material weaknesses?	<u>None Reported</u>
Type of auditors' report issued on compliance for State programs:	<u>Unmodified</u>

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS RELATED TO THE FINANCIAL
STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2015**

There were no findings or questioned costs related to the financial statements for the year ended June 30, 2015.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS RELATED TO FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2015**

There were no findings or questioned costs related to the federal awards for the year ended June 30, 2015.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS RELATED TO STATE AWARDS
FOR THE YEAR ENDED JUNE 30, 2015**

There were no findings or questioned costs related to the state awards for the year ended June 30, 2015.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
STATUS OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2015**

There were no findings or questioned costs for the year ended June 30, 2014.

**SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT**

**RETIREMENT FUTURIS PUBLIC ENTITY INVESTMENT
TRUST FINANCIAL STATEMENTS**

JUNE 30, 2015

San Diego

Los Angeles

**San Francisco
Bay Area**

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A PROFESSIONAL
ACCOUNTANCY CORPORATION *associates*

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RETIREMENT FUTURIS PUBLIC ENTITY INVESTMENT TRUST
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FOR THE YEAR ENDED JUNE 30, 2015**

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FINANCIAL SECTION



INDEPENDENT AUDITORS' REPORT

Governing Board
South Orange County Community College District
Mission Viejo, California

Report on the Financial Statements

We have audited the accompanying statement of trust net position of the South Orange County Community College District – Retirement Futuris Public Entity OPEB Trust, as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the South Orange County Community College District – Retirement Futuris Public Entity OPEB Trust's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Christy White, CPA

Michael Ash, CPA

Heather Rubio

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We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

As discussed in Note 1, the financial statements present only the Trust, and do not purport to, and do not, present fairly the financial position and results of operation of the South Orange County Community College District in conformity with accounting principles generally accepted in the United States of America.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the net position of South Orange County Community College District – Retirement Futuris Public Entity OPEB Trust, as of June 30, 2015, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information, such as management's discussion and analysis on pages 4 through 6 be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the South Orange County Community College District – Retirement Futuris Public Entity OPEB Trust's basic financial statements. The supplementary information listed in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The supplementary information listed in the table of contents is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 28, 2015 on our consideration of South Orange County Community College District – Retirement Futuris Public Entity OPEB Trust's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in South Orange County Community College District – Retirement Futuris Public Entity OPEB Trust's internal control over financial reporting and compliance.

Christy White Associates

San Diego, California
October 28, 2015

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RETIREMENT FUTURIS PUBLIC ENTITY INVESTMENT TRUST
MANAGEMENT'S DISCUSSION AND ANALYSIS**

This section provides an overview and analysis of the financial activities of South Orange County Community College District - Retirement Futuris Public Entity Investment Trust (the "Trust") for the fiscal year ended June 30, 2015. The Trust establishment was authorized in April 2008 by the District's Board of Trustees. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our financial statements.

FINANCIAL HIGHLIGHTS

The net position of South Orange County Community College District - Retirement Futuris Public Entity Investment Trust at the close of fiscal year 2015 is \$92.5 million (net position held in trust for retiree medical benefits). All of the net position is available to meet the Trust's ongoing obligations to participants and beneficiaries.

The Trust's funding objective is to meet long-term benefit obligations through contributions and investments income. The Trust was initially funded by the District by a one-time transfer in 2008 of \$50,791,103. For the year ended June 30, 2015 the District contributions totaled \$0.

OVERVIEW OF THE FINANCIAL STATEMENTS

The following discussion and analysis are intended to serve as an introduction to the Trust's financial statements, which comprises these components:

1. Statement of Trust Net Position
2. Statement of Changes in Trust Net Position
3. Notes to the Basic Financial Statements

The Statement of Trust Net Position is a snapshot of account balances at year-end. It indicates the assets available for future payments for retiree health benefits and any current liabilities that are owed at this time.

The Statement of Changes in Trust Net Position, on the other hand, provides a view of current year additions to and deductions from the Trust. Both statements are in compliance with Governmental Accounting Standards. These Standards require certain disclosures and require the state and local governments to report using the full accrual method of accounting. The Trust complies with all material requirements of these pronouncements.

The Statement of Trust Net Position and the Statement of Changes in Trust Net Position report information about the Trust's activities. These statements include all assets and liabilities, using the full accrual basis of accounting, which is similar to the accounting used by the most private sector companies. All of the current year's revenue and expenses are taken into account regardless of when cash is received or paid. All investments gains and losses are shown at trade date. In addition, both realized and unrealized gains and losses are shown on investments.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RETIREMENT FUTURIS PUBLIC ENTITY INVESTMENT TRUST
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2015**

OVERVIEW OF THE FINANCIAL STATEMENTS (continued)

These two statements report the Trust's net position held in an irrevocable trust account for retirees' medical benefits. Net position, the difference between assets and liabilities, is one way to measure the plan's financial position. Over time, increase and decrease in net position is one indicator of whether its financial health is improving or deteriorating. Other factors, such as market conditions, should also be considered in measuring the Trust's overall health.

Notes to the Basic Financial Statements provide additional information that is essential to a full understanding of the data provided in the financial statements.

OTHER INFORMATION

In addition to the financial statements and accompanying notes, this report presents certain required supplementary information concerning the Trust's progress in funding its obligations to provide retiree medical benefits to members.

FINANCIAL ANALYSIS

As previously noted, net position may serve over time as a useful indication of the Trust's financial position. Due to a \$2.96 million decrease in net plan assets for the year ended June 30, 2015, the net position of the Trust decreased from \$95.5 million to \$92.6 million (3% decrease). Overall, a decrease in the year ended June 30, 2015 year largely in part to a 92% change in investments income. Deductions decreased to a -5% change in benefits paid. This information is summarized below:

THE PLAN'S NET ASSETS		
	2015	2014
Assets		
Investments	\$ 92,222,506	\$ 95,689,395
Receivables	354,358	-
Liabilities		
Accounts payable	-	152,150
Net Position	\$ 92,576,864	\$ 95,537,245

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RETIREMENT FUTURIS PUBLIC ENTITY INVESTMENT TRUST
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2015**

OVERVIEW OF THE FINANCIAL STATEMENTS (continued)

THE PLAN'S CHANGES IN NET ASSETS			
	2015	2014	% Change
Additions			
Total contributions	\$ -	\$ 3,520,000	-100%
Total investment income	513,633	11,229,060	-95%
Total additions	513,633	14,749,060	-97%
Deductions			
Benefits paid	3,474,014	3,640,167	-5%
Total deductions	3,474,014	3,640,167	-5%
Increase/(Decrease) in net plan assets	\$ (2,960,381)	\$ 11,108,893	-127%
Net Position	\$ 92,576,864	\$ 95,537,245	-3%

CONTACTING THE TRUST'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, students, investors and creditors with a general overview of the Trust's finances and to show the Trust's accountability for the money it receives. If you have any questions about this report or need any additional financial information, contact the District at South Orange County Community College District, Office of the Executive Director of Fiscal Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692-3635.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RETIREMENT FUTURIS PUBLIC ENTITY INVESTMENT TRUST
STATEMENT OF TRUST NET POSITION
JUNE 30, 2015**

	<u>2015</u>
ASSETS	
Accounts receivable	\$ 354,358
Investments, at fair value:	<u>92,222,506</u>
Total assets	<u>\$ 92,576,864</u>
NET POSITION	
Net position held in trust for postemployment benefits	<u>\$ 92,576,864</u>

The accompanying notes are an integral part of these financial statements.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RETIREMENT FUTURIS PUBLIC ENTITY INVESTMENT TRUST
STATEMENT OF CHANGES IN TRUST NET POSITION
FOR THE YEAR ENDED JUNE 30, 2015**

Additions to plan net assets:	
Contributions	
Employer	\$ -
Total contributions	-
Investment income (loss):	
Net unrealized appreciation (depreciation)	
in fair value of investments	(10,621,780)
Realized gain (loss) on sale of investments	8,872,577
Interest income	2,593,171
Total investment income (loss)	843,968
Less investment expense	(330,335)
Net investment income (loss)	513,633
Total additions	513,633
Deductions from plan net assets:	
Benefits paid to participants and beneficiaries	3,474,014
Total deductions	3,474,014
Net increase (decrease)	(2,960,381)
Net plan assets:	
Beginning of year	95,537,245
End of year	\$ 92,576,864

The accompanying notes are an integral part of these financial statements.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RETIREMENT FUTURIS PUBLIC ENTITY INVESTMENT TRUST
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

NOTE 1 – DESCRIPTION OF PLAN

The following information of the South Orange County Community College District Retirement Futuris Public Entity Investment Trust (the “Trust”), a fiduciary fund of the South Orange County Community College District (the “District”), provides only general information of the Trust’s provisions. Readers should refer to the Trust agreement and District financial statements for more information. These financial statements include only the reserves of the Trust and are not intended to present fairly the financial position and results of operations of the District in compliance with accounting principles generally accepted in the United States of America.

General: The District administers the Trust, a contributory single-employer defined benefit healthcare plan through a third-party. The Trust provides postemployment medical, prescription drug and employees assistance program benefits to eligible retirees and their families by paying member premiums. The Trust was established by the District and subsequent amendments are to be made by the District’s Retirement Board of Authority. Provisions or policies with respect to automatic and ad hoc postretirement benefit increases. Membership consists of 305 retirees and 825 active beneficiaries.

Contributions: Contributions to the Trust are funded entirely by the employer. The District makes contributions based on its discretion. In 2008, the District made an initial contribution of \$50,791,103 for the purpose of financing the District’s obligation to pay certain healthcare retiree costs related to the defined benefit plan (the “Plan”). Retiree benefits and administrative expenses are funded from contributions and investment earnings.

Funded Status and Funding Progress: Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, investment returns, mortality and the healthcare cost trend. Amounts determined regarding the funded status of the Trust and the annual required contributions of the District are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the basic financial statements, presents multi-year trend information about whether the actuarial value of trust assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RETIREMENT FUTURIS PUBLIC ENTITY INVESTMENT TRUST
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

NOTE 1 – DESCRIPTION OF PLAN (continued)

Actuarial Methods and Assumptions: Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the January 1, 2015 actuarial valuation, the entry age normal method was used. The actuarial assumptions include a 7.0 percent investment rate of return (net of administrative expenses), based on the Plan being funded in an irrevocable employee benefit trust invested in a combined equity and fixed income portfolio. Healthcare cost trend rates ranged from 7.0 to 4.0 percent. The unfunded actuarial accrued liability (or funding excess) (UAAL) is being amortized at a level-percentage of pay method on a closed basis. The remaining amortization period at June 30, 2013 was 30 years. The actuarial value of assets is equal to the market value of assets with future gains and losses smoothed over 5 years.

Investment Options: As appointed by the Retirement Board of Authority, Benefit Trust Company, the Asset Custodian, maintains the Trust's investments in various mutual funds, and is the record keeper and Morgan Stanley is the investment advisor. Funds allocated to the Asset Custodian are invested as directed by the Retirement Board of Authority in a combination of equity and fixed income investments.

Plan Termination: In the event of Plan terminations, the net position of the Trust would be allocated as prescribed in the Trust documents, generally to pay in the order indicated below:

- District's remaining retiree medical benefit liabilities.
- Reasonable expenses of administering the Trust.

Any assets remaining in the Trust after paying off the above liabilities shall revert back to the District.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RETIREMENT FUTURIS PUBLIC ENTITY INVESTMENT TRUST
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting: The accompanying basic financial statements are presented on the accrual basis of accounting. Contributions are recognized in the period in which the contributions are due, pursuant to formal commitments as well as statutory or contractual commitments. Retiree benefits are recognized when due and payable.

The financial statements of the Trust have been prepared in accordance with accounting principles generally accepted (GAAP) in the United States of America. In the U.S., the Governmental Accounting Standards Board (GASB) is the established and recognized standard-setting body for governmental accounting and financial reporting. The financial statements have been prepared consistent with GASB Statement No. 34, Statement No. 43, and other related standards. Private sector accounting standards are established by the Financial Accounting Standards Board (FASB). FASB standards are generally followed for statements issued on or before November 30, 1989 to the extent those standards do not conflict with or contradict GASB pronouncements. The District has the option to apply all FASB pronouncements issued after November 30, 1989, unless FASB conflicts with GASB. The Trust has elected *not* to apply FASB standards issued after November 30, 1989.

Investment Valuation: Investments are reported at fair value based upon quoted market prices, when available, or estimates of fair value, and unrealized and realized gains and losses are included in the Statement of Changes in Trust Net Position.

Administrative Expenses: Certain internal costs of administering the Trust are paid by the Trust. Administrative expenses for the year ended June 30, 2015 were \$330,335.

Use of Estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the Trust to make estimates and assumptions that affect certain amounts and disclosures. Accordingly, actual results may differ from those estimates.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RETIREMENT FUTURIS PUBLIC ENTITY INVESTMENT TRUST
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

NOTE 3 – INVESTMENTS

The Retirement Board Authority has adopted an internally developed investments policy that authorized the use of a broad range of investments choices that have distinctly different risks and return characteristics. In general, investments held in the Trust Fund are for the primary purpose of meeting present and future OPEB liability obligations and may be invested in accordance with California Code Sections 53600 through 53622 that, subject to applicable legal requirements, may provide greater latitude to increase purchasing power and capital growth potential if deemed prudent to do so.

The Trust Fund's policy is to maintain two separate investments categories within the portfolio. The first is the equity holdings and the second is the fixed income. Both categories are invested with the objective of achieving a 7.48% return for the purpose of covering the plans actuarial assumptions and costs of trust administration. At June 30, 2015, 50.62% of the Trust's investment value is held in equities, with the remaining 49.38% holding fixed income securities.

As stated in the Investment Policy, the Trust will invest predominantly in open and closed-end mutual funds. The fair value of the Trust's individual equity investments at June 30, 2014 are as follows:

Equities	Balance	Percent of total Investments
Alger Spectra Z	\$ 4,750,124	10.4%
Brandes International Equity Fund Class I	3,588,122	7.9%
Brandes International Small Cap Equity	1,803,767	4.0%
Brandes Emerging Markets I Fund	1,292,752	2.8%
Cohen & Steers Real Estate Securities Fund Class Institutional	2,252,030	4.9%
Columbia Contrarian Corey	3,754,730	8.2%
Oakmark Select FD CL	4,572,642	10.0%
Hartford Midcap Y	2,810,539	6.2%
Hartford International Value	3,638,914	8.0%
Clearbridge International Small Cap	1,881,315	4.1%
American Funds New Perspective	1,839,211	4.0%
American Funds New World	1,381,272	3.0%
Prudential Global Real Estate	2,704,653	5.9%
Royce Special Equity	2,799,995	6.1%
Thornburg Investment Income Builder	3,668,115	8.1%
Vanguard Mid Cap Index Fund	2,783,279	6.1%
Accrued income as of June 30, 2014	13,880	0.0%
Total equity investments	\$ 45,535,340	49.38%

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RETIREMENT FUTURIS PUBLIC ENTITY INVESTMENT TRUST
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

NOTE 3 – INVESTMENTS (continued)

The fair value of the Trust's individual fixed income investments at June 30, 2015 are as follows:

<u>Fixed Income</u>	<u>2015</u>	<u>Percent of total Investments</u>	<u>Credit Quality Ratings</u>	<u>Weighted Average Maturity (Years)</u>
Blackrock Total Return	\$ 6,539,388	14.4%	BB	3.24
Blackrock Strategic Income	3,273,033	7.2%	BB	2.28
Delaware Diversified Inc	6,535,968	14.4%	BBB	3.94
Hartford World Bond	3,277,097	7.2%	BBB	3.89
Legg Mason BW Global	3,654,829	8.0%	BBB	5.36
Legg Mason BW Alternative Credit	2,771,876	6.1%	BB	5.48
Prudential Total Return Bond	7,463,014	16.4%	BB	3.5
Templeton Global Bond	5,585,122	12.3%	BB	3.21
Western Asset Core Plus Bond	7,486,919	16.4%	BBB	3.23
Accrued income as of June 30, 2015	99,922	0.2%		
Total fixed income investments	<u>\$ 46,687,166</u>	<u>50.62%</u>		
Total investments	<u>92,222,506</u>	<u>100%</u>		

Custodial Credit Risk

The California Government Code requires California banks and savings and loan associations to secure the Trust's deposits by pledging government securities as collateral. The market value of pledged securities must equal 110 percent of an agency's deposits. California law also allows financial institutions to secure an agency's deposits by pledging first trust deed mortgage notes having a value of 150 percent of an agency's total deposits and collateral is considered to be held in the name of the Trust. All cash held by financial institutions is entirely insured or collateralized.

Credit Risk

Trust's investment policy requires all fixed income investments to be of investments grade quality or higher at purchase; that is, at the time of purchases, rated no lower than "BBB" by Standard and Poor's. The Trust Board, at their discretion, may impose a higher standard on an individual investment manager basis as circumstances or investment objectives dictate. At June 30, 2015, approximately 52% of the Trust's investment holdings have a credit rating of BBB or higher.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RETIREMENT FUTURIS PUBLIC ENTITY INVESTMENT TRUST
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

NOTE 3 – INVESTMENTS (continued)

Concentration of Credit Risk

The Trust's investment policy places a 5% limit on the amount it may invest in any one issuer. The foregoing limitation is not intended to apply to the percentage of Trust assets invested in a single diversified mutual fund. At June 30, 2015, no investments with a single equity exceeded 5%.

Interest Rate Risk

The Trust does not have a formal investment policy that limits investments maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. At June 30, 2015, the Trust had no significant interest rate risk related to investments held.

NOTE 4 – RELATED PARTY TRANSACTIONS

Retiree benefit costs of the Trust are paid by South Orange County Community College District. The District recorded \$3,474,014 as a transfer from the Trust fund to pay retiree benefits.

NOTE 5 – CONTINGENCIES

The Trust may be subject to various claims, legal proceedings, and investigations covering a wide range of matters that arise in the ordinary course of business. In the opinion of management all such matters are adequately covered by insurance or by accruals, and if not so covered, are without merit or are of such kind, or involve such amounts, as would not have a significant effect on the financial position or results of operations of the Foundation if disposed of unfavorably.

NOTE 6 - CONCENTRATIONS

The Trust receives all its contributions from the District and is therefore subject to risks from changes in the District's economic conditions.

REQUIRED SUPPLEMENTARY INFORMATION

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RETIREMENT FUTURIS PUBLIC ENTITY INVESTMENT TRUST
REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED JUNE 30, 2015**

NOTE 1 – SCHEDULE OF FUNDING PROGRESS

Actuarial Valuation Date	Actuarial Value of Assets (AVA)	Actuarial Accrued Liability (Entry Age Normal Cost Method) (AAL)	Unfunded Actuarial Accrued Liability (UAAL)	Funding Ratio	Covered Payroll	UAAL as a Percentage of Covered Payroll
2/1/2012	\$ 69,037,662	\$ 84,858,604	\$ 15,820,942	81.4%	\$ 72,475,138	21.8%
2/1/2013	\$ 73,602,685	\$ 89,492,430	\$ 15,889,745	82.2%	\$ 68,971,000	23.0%
1/1/2014	\$ 90,697,726	\$ 80,371,743	\$ (10,325,983)	112.8%	\$ 71,115,000	(14.5%)
1/1/2015	\$ 95,095,769	\$ 82,275,244	\$ (12,820,525)	115.6%	\$ 75,578,000	(16.9%)

NOTE 2 – NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

A. Schedule of Postemployment Healthcare Benefits Funding Progress

This schedule is prepared to show information and trends for the most recent actuarial valuation and in future years, the information from the three most recent actuarial valuations in accordance with Statement No. 45 of the Governmental Accounting Standards Board, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions* and Statement No. 43 of the Government Accounting Standards Board, *Financial Reporting for Postemployment Benefit Plans Other Than Pensions Plans*. The schedule is intended to show trends about the funding progress of the District's actuarially determined liability for post-employment benefits other than pensions.

**OTHER INDEPENDENT
AUDITORS' REPORTS**

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT
AUDITING STANDARDS

Christy White, CPA

Michael Ash, CPA

Heather Rubio

Independent Auditors'

The Board of Trustees
South Orange County Community College District
Mission Viejo, California

We have audited the financial statements of South Orange County Community College District – Retirement Futuris Public Entity OPEB Trust as of and for the year ended June 30, 2015 and have issued our report thereon dated October 28, 2015. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

Management of South Orange County Community College District is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered South Orange County Community College District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of South Orange County Community College District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of South Orange County Community College District's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

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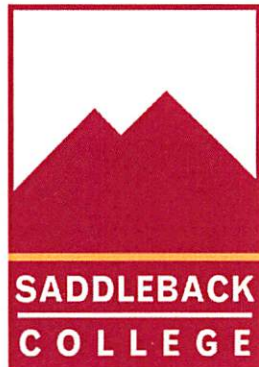
Compliance and Other Matters

As part of obtaining reasonable assurance about whether South Orange County Community College District – Retirement Futuris Public Entity OPEB Trust's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under Government Auditing Standards.

This report is intended solely for the information and use of the Board of Trustees, District Management, the California Community Colleges Chancellor's Office, others within the entity, the District's federal and state awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Christy White Associates

San Diego, California
October 28, 2015



SADDLEBACK COLLEGE FOUNDATION

AUDIT REPORT

FOR THE YEAR ENDED
JUNE 30, 2015



San Diego

Los Angeles

San Francisco
Bay Area

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SADDLEBACK COLLEGE FOUNDATION
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JUNE 30, 2015

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FINANCIAL SECTION



INDEPENDENT AUDITORS' REPORT

Board of Governors
Saddleback College Foundation
Mission Viejo, California

We have audited the accompanying financial statements of Saddleback College Foundation (the "Foundation"), which comprise the statement of financial position as of June 30, 2015, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Christy White, CPA

Michael Ash, CPA

Heather Rubio

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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Saddleback College Foundation as of June 30, 2015, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Christy White Associates

San Diego, California
October 28, 2015

**SADDLEBACK COLLEGE FOUNDATION
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2015**

	<u>2015</u>
ASSETS	
Current assets	
Cash and cash equivalents (Note 2)	\$ 164,011
Investments (Note 3)	6,792,741
Contributions receivable (Note 4)	120,755
Prepaid expense	<u>2,996</u>
Total current assets	<u>7,080,503</u>
Other assets	
Long-term contributions receivable (Note 4)	936,559
Investments with the Foundation for California Community Colleges (Note 3)	<u>926,884</u>
Total other assets	<u>1,863,443</u>
Total Assets	<u>\$ 8,943,946</u>
LIABILITIES AND NET ASSETS	
Current liabilities	
Accounts payable	\$ 503,873
Accrued liabilities	812
Trust Account Liability (Note 3)	<u>1,350</u>
Total current liabilities	<u>506,035</u>
Total liabilities	<u>506,035</u>
Net assets	
Unrestricted	263,725
Temporarily restricted	5,991,748
Permanently restricted	<u>2,182,438</u>
Total net assets	<u>8,437,911</u>
Total Liabilities and Net Assets	<u>\$ 8,943,946</u>

The notes to financial statements are an integral part of this statement.

**SADDLEBACK COLLEGE FOUNDATION
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015**

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
SUPPORT AND REVENUES				
Contributions	\$ 62,902	\$ 1,311,783	\$ 317,770	\$ 1,692,455
Special events income - fundraisers (net of costs of direct benefits to donors of \$110,435)	117,719	146,745	-	264,464
In-Kind Donations	22,035	-	-	22,035
Donated Services (Note 6)	391,913	-	-	391,913
Donated Professional Fees (Note 6)	15,646	-	-	15,646
Investment income (Note 3)	44,801	117,699	-	162,500
Sales & Commission	45,056	197,166	-	242,222
Other Contract Services	96,247	60,037	-	156,284
Net assets released from restrictions				
Purpose restrictions satisfied	1,445,243	(1,445,243)	-	-
Total Support and Revenues	2,241,562	388,187	317,770	2,947,519
EXPENSES				
Program services	1,695,799	-	-	1,695,799
Supporting services				
Management and general activities	190,294	-	-	190,294
Fundraising (Note 9)	418,511	-	-	418,511
Total Expenses	2,304,604	-	-	2,304,604
CHANGE IN NET ASSETS	(63,042)	388,187	317,770	642,915
Net Assets - Beginning, as restated (Note 11)	326,767	5,603,561	1,864,668	7,794,996
Net Assets - Ending	\$ 263,725	\$ 5,991,748	\$ 2,182,438	\$ 8,437,911

The notes to financial statements are an integral part of this statement.

**SADDLEBACK COLLEGE FOUNDATION
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015**

	Program Services	Management and General	Fundraising	Total
EXPENSES				
Salaries and benefits	\$ 305,850	\$ 188,231	\$ 225,136	\$ 719,217
Scholarship payments/Financial Aid	507,732	-	-	507,732
Program activities	156,662	229	-	156,891
Special events	-	-	193,375	193,375
Contract services	292,499	222	-	292,721
Supplies and printing	137,002	207	-	137,209
Seminars and conferences	48,664	-	-	48,664
Dues and memberships	5,028	-	-	5,028
In-kind donations	22,035	-	-	22,035
Program equipment and software	65,858	-	-	65,858
General operating expenses	154,469	1,405	-	155,874
Total Expenses	\$ 1,695,799	\$ 190,294	\$ 418,511	\$ 2,304,604

The notes to financial statements are an integral part of this statement.

**SADDLEBACK COLLEGE FOUNDATION
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2015**

CASH FLOWS FROM OPERATING ACTIVITIES

Change in net assets	\$ 642,915
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities	
Realized loss/(gain) on investments	
Unrealized loss/(gain) on investments	
Restatement of gift annuity receivable	39,862
Restatement of pledged receivable	-
Changes in operating assets and liabilities	
Contributions receivable (Note 4)	19,399
Prepaid expense	1,130
Accounts payable	(106,076)
Accrued liabilities	594
Increase/(decrease) in trust accounts	(3,528)
Long-term contributions receivable (Note 4)	(797,581)
Net cash provided by (used in) operating activities	<u>(203,285)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of investments and reinvested earnings	(34,920)
Proceeds on the sale of investments	36,534
Net cash provided by (used in) investing activities	<u>1,614</u>

NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS (201,671)

Cash and cash equivalents - Beginning 365,682

Cash and cash equivalents - Ending \$ 164,011

The notes to financial statements are an integral part of this statement.

**SADDLEBACK COLLEGE FOUNDATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Saddleback College Foundation (the "Foundation"), was formed as a California nonprofit public benefit corporation on December 5, 2003. The public and charitable purposes for which this Foundation is organized are to further the educational purposes of the South Orange County Community College District (the "District"). The principal sources of revenue for the Foundation include donor contributions and investment related income.

B. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures, such as depreciation expense and the net book value of capital assets. Accordingly, actual results could differ from those estimates.

C. Functional Expenses

The costs of providing services have been summarized on a functional basis in the statement of activities and detailed in the statement of functional expenses. Certain costs and expenditures have been allocated between program and supporting services based on management's estimates.

D. Basis of Accounting

The Foundation's policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when cash is received and certain expenses and purchases of assets are recognized when the obligation is incurred rather than when cash is disbursed.

E. Financial Statement Presentation

The Foundation is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Unrestricted net assets include all resources available for use by the Board of Governors and management's discretion in carrying out the activities of the Foundation in accordance with its Bylaws. Temporarily or permanently restricted net assets are restricted by the donor or as matter of law. Temporarily restricted net assets are only expendable for the purposes specified by the donor or through the passage of time. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets. Permanently restricted net assets are generally required to be held by the organization in perpetuity while the earnings on those assets are available for use by the organization to support its activities. Donors can place restrictions on the earnings from permanently restricted contributions at the time the contributions are made or pledged.

SADDLEBACK COLLEGE FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

F. Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted depending on the existence or nature of any donor restrictions. A contribution is recognized as income at the date the contribution is received or pledged.

Non-cash contributions of goods and materials are recorded at fair value at the date of contribution. Contributed services are recorded at fair value at the date of contribution if they are used to create or enhance a non-financial asset or require specialized skills, are provided by someone who possesses those skills, and would have to be purchased by the organization if not donated.

G. Income Taxes

The Foundation is a 509(a)(1) publicly supported nonprofit organization that is exempt from income taxes under Section 501(a) and 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private organization. The Foundation is also exempt from state franchise or income tax under Section 23701(d) of the California Revenue and Taxation Code and is registered with the California Attorney General as a charity.

Income that is not related to exempt purposes, less applicable deductions, is subject to federal and state income taxes. The Foundation did not have any net unrelated business income for the year ended June 30, 2015. It is management's belief that the Foundation does not hold any uncertain tax positions that would materially impact the financial statements. The organization's foundation and/or tax returns are subject to examination by the regulatory authorities for up to four years from the date of filing.

H. Capital Assets

The District has adopted a policy to capitalize purchases of \$5,000 or more of property and equipment used for administrative purposes. Property and equipment acquired with grant and contract funds, or contributed assets where the asset will revert to the funding agency at its discretion will be capitalized and a liability will be amortized over the estimated useful life of the asset under the straight-line method.

Purchased property and equipment are recorded at cost. Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as unrestricted contributions unless the donor has placed a time or purpose restriction on the asset. The entity does not imply an expiring time restriction if the entity receives a long-lived asset without stipulations regarding how long the asset must be used. Property and equipment are depreciated using the straight-line method. There are currently no fixed assets on the Foundation's records.

SADDLEBACK COLLEGE FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

H. Capital Assets (continued)

The Foundation depreciates its property and equipment using the straight-line method over the following estimated useful lives:

Asset	Useful Life
Buildings	50
Site improvements	10
Equipment and vehicle	8
Technology	3

I. Deferred Revenue

Deferred revenue arises when potential revenue does not meet the criteria for recognition in the current period and when resources are received by the Foundation prior to the incurrence of expenses. In subsequent periods, when both revenue recognition criteria are met or when the Foundation has a legal claim to the resources, the liability for deferred revenue is removed from the statement of financial position and revenue is recognized.

J. Cash and Cash Equivalents

The Foundation considers all highly liquid deposits and investments with an original maturity of less than ninety days to be cash equivalents.

K. Investments

The Foundation's method of accounting for most investments is the fair value method. Fair value is determined by published quotes when they are readily available. Unrealized gains and losses are included in the accompanying statement of activities.

SADDLEBACK COLLEGE FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

L. Fair Value Hierarchy

The Fair Value Measurements Topic of the FASB *Accounting Standards Codification* establishes a fair value hierarchy that prioritizes inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

- | | |
|---------|--|
| Level 1 | Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets. |
| Level 2 | Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. |
| Level 3 | Inputs to the valuation methodology are unobservable and significant to the fair value measurement. |

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. When significant changes in valuation techniques or inputs have taken place, the Foundation may revise an asset's or liabilities position in the hierarchy and recognize the change on the date of the event or change in circumstances that caused the transfer.

NOTE 2 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents as of June 30, 2015, consist of amounts held in non-interest bearing checking, interest bearing checking, money market, and brokerage accounts totaling \$164,011.

Cash in Bank

Custodial credit risk is the risk that in the event of a bank failure, the Foundation's deposits may not be returned to it. The Foundation does not have a policy for custodial credit risk of deposits. The FDIC insures up to \$500,000 per depositor, per insured bank, for each account ownership category. The Foundation did not hold amounts in excess of this threshold as of June 30, 2015.

Trust Account

The Foundation acts as a fiscal agent for organizations and groups of Saddleback College. Accordingly, \$1,350 of cash at June 30, 2015, belongs to other parties. The Foundation does not have discretion over the funds held on behalf of others.

SADDLEBACK COLLEGE FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 3 – INVESTMENTS AND INVESTMENT WITH THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

Investments are presented in the financial statements at their aggregate fair value. The fair value of investments at June 30, 2015, is as follows:

	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Common stocks and options	\$ 3,412,235	\$ 3,412,235	\$ -	\$ -
Mutual funds	2,294,879	2,294,879	-	-
Alternative Investments	1,085,627	1,085,627	-	-
Total Investments	6,792,741	6,792,741	-	-
Investment with FCCC	926,884	-	926,884	-
Total investments and investment with FCCC	\$ 7,719,625	\$ 6,792,741	\$ 926,884	\$ -

Government and government sponsored entity (GSE) bonds are considered to be measured by level 2 measurements such as using quoted market prices, recent market transactions and spread data for similar transactions. Also, the investment with the FCCC is measured using level 2 inputs including the allocable share in the market value of the underlying investments held by the FCCC.

The following Schedule summarizes the investment return and its classification in the statement of activities for the year ended June 30, 2015:

Net appreciation (depreciation)	\$ (458,288)
Realized gains	409,949
Interest and dividends	210,839
Total investment income	<u>\$ 162,500</u>

Investment with the Foundation for California Community Colleges

The Foundation has entered into a partnership arrangement with the California Community Colleges Scholarship Endowment (the "Endowment") through the Foundation for California Community Colleges (FCCC). The Endowment has been set up to provide matching scholarship funds for California community colleges. The Osher Foundation's lead gift of \$25 million established the California Community Colleges Scholarship Endowment. The California Community Colleges and the Foundation for California Community Colleges raised an additional \$28.5 million, spurring \$14.2 million in match dollars from The Osher Foundation; the result is a \$67.7 million permanent scholarship fund. Scholarships from the Endowment were first distributed to students throughout the state in Fall 2009 and will continue to be dispersed every year in perpetuity. The allocation will be based on each college's Full Time Equivalent Students (FTES) and each scholarship is valued at a maximum of \$1,000 per school year per student.

SADDLEBACK COLLEGE FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 3 – INVESTMENTS AND INVESTMENT WITH THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (continued)

Investment with the Foundation for California Community Colleges (continued)

These funds are invested in a pooled investment fund held by the FCCC. At June 30, 2015, the fair value of this investment was \$926,884. An additional \$794,781 is held in the Foundation's name by the FCCC. This amount is comprised of the initial gift of \$397,500 and matching funds by the Bernard Osher Foundation of \$397,281. The additional \$794,781 has not been included in these financial statements as it does not qualify as an asset of the foundation. The FCCC has assembled an investment advisory committee charged with the responsibility for directing and monitoring the investment management of the Endowment's assets.

NOTE 4 – CONTRIBUTIONS RECEIVABLE

Contributions receivable as of June 30, 2015 total \$120,755. The amounts represent unconditional promises to give. A portion of the contributions are from an unconditional promise to give a specified amount each year, until the donor's death. This receivable has been discounted at rate of 6%. Accordingly, \$34,978 is expected to be collected in over one year from June 30, 2015, and therefore is recorded in other assets. Total long-term contributions receivable total \$936,559 and include a donor's bequest. \$120,755 of contributions receivable is expected to be collected in less than one year from June 30, 2015.

The Foundation has not historically had difficulty collecting amounts due from grantor agencies; therefore, no allowance for uncollectible accounts has been recorded.

NOTE 5 – NET ASSETS

Temporarily Restricted Net Assets

Temporarily restricted net assets at June 30, 2015 amount to \$5,991,748, are restricted for the use in providing scholarships and other program services to Saddleback College.

Permanently Restricted Net Assets

Permanently restricted net assets totaling \$2,182,438 are restricted for investment in perpetuity, which represents the Foundation's endowment funds.

Net Assets Released from Restrictions

Net assets of \$1,445,243 were released from temporarily restricted net assets during the fiscal year. The Foundation met donor imposed restrictions by incurring qualified expenses for scholarships and other program services.

SADDLEBACK COLLEGE FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 6 – RELATED PARTIES

To assist the Foundation in carrying out its purpose, the District provides administrative services to the Foundation. The District pays salaries and benefits to the executive director and the senior accounting specialist and contributed to the Foundation's audit fee. In addition, working space for employees who perform administrative services for the Foundation is provided by the District at no charge. During the year ended June 30, 2015, the District contributed \$407,559 to these salaries, benefits and professional fees. These donated services have been reflected in the accompanying statement of activities as revenues under donated services and donated professional fees and as expenses under salaries and benefits and contract services. The value of donated facilities has not been determined and is therefore not included in the accompanying financial statements; however, management does not believe the amount to be material.

NOTE 7 – ENDOWMENT

The Foundation's endowment consists of approximately 79 individual funds established primarily for scholarships. Net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Board of Governors of the Foundation has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Foundation classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of the organization and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from an income and appreciation of investments
- (6) Other resources of the organization
- (7) The investment policies of the organization

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor of UPMIFA requires the Foundation to retain as a fund of perpetual duration. In accordance with GAAP, deficiencies of this nature are reported in unrestricted net assets. There were no deficiencies as of June 30, 2015.

SADDLEBACK COLLEGE FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 7 – ENDOWMENT (continued)

Return Objectives and Risk Parameters

The Foundation has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Foundation must hold in perpetuity or for a donor-specified period(s) as well as board-designated funds. Under this policy, as approved by the Board of Governors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of the S&P 500 index while assuming a moderate level of investment risk. The Foundation expects its endowment funds, over time, to provide an average rate of return ranging from 5 to 8 percent annually. Actual returns in any given year may vary from this amount.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Foundation targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Spending Policy and How the Investment Objectives Relate to Spending Policy

The Foundation has a policy of appropriating for distribution each year a percentage, recommended by the Finance Committee and voted on by the Board of Governors, of its endowment fund's average fair value over the prior 12 quarters through the calendar year-end preceding the fiscal year in which the distribution was planned. It is the Foundation's goal to distribute these funds prudently. Distributions are not guaranteed, and are contingent upon current market conditions. In establishing this policy, the Foundation considered the long-term expected return on its endowment. Accordingly, over the long term, the Foundation expects the current spending policy to allow its endowment to grow at an average of 2 percent annually. This is consistent with the Foundation's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to provide additional real growth through new gifts and investment return.

Endowment composition and changes in endowment net assets for the fiscal year ended June 30, 2015, is as follows:

	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, July 1, 2014	\$ 418,042	\$ 1,864,668	\$ 2,282,710
Contributions	19,794	308,270	328,064
Net investment income	41,814		41,814
Transfers from TR Scholarship to PR Endowed Scholarship		9,500	9,500
Steward Fees	(23,717)		(23,717)
Amounts appropriated for expenditure	(16,950)		(16,950)
Endowment net assets, June 30, 2015	\$ 438,983	\$ 2,182,438	\$ 2,621,421

SADDLEBACK COLLEGE FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 8 – CHARITABLE REMAINDER UNITRUST INTEREST

The Foundation is a 50% beneficiary of the Lycette Charitable Remainder Unitrust (the Unitrust). The Foundation's beneficiary interest was valued at approximately \$210,000 at the time it was written in 2006. The Unitrust is managed by the Foundation and is not recorded in the financial statements as the donor has reserved the right to designate other beneficiaries at any time. The donor has restricted any distribution received by the Foundation to be applied equally to benefit the Landscape and Horticulture Department and the Theatre Arts Department.

NOTE 9 – FUNDRAISING EXPENSE

Fundraising expenses consist largely of operating special fundraising events and costs associated with communicating with potential donors. Total fundraising costs were approximately 126% of funds raised for the year ended June 30, 2015. The schedule below presents fundraising expense costs and funds raised prior to netting the cost of direct benefits to donors. Fundraising expenses, including allocated salary and benefits not directly related to a specific event, have been shown as 'Other' in the below schedule.

Gala event	\$	50,008
KSBR		90,775
Golf		16,457
Other		261,271
Total fundraising costs (A)	\$	418,511
Contributions	\$	142,359
Special events revenue		188,779
Total funds raised (B)	\$	331,138
Fundraising expense ratio (A/B)		126%

NOTE 10 – GIFT ANNUITIES

The Foundation is a named beneficiary of charitable gift annuities administered by the Community College League of California. The Foundation is entitled to the remaining funds in the annuities designated by the donors at the end of the donors' lifetime. The balance of annuity investments at June 30, 2015, is approximately \$51,698. The receivable is measured at the present value of future expected payments discounted at rates ranging from 6.6-8.6%. The receivable balance is \$39,862 as of June 30, 2015.

NOTE 11 – CONTINGENCIES

The Foundation may be subject to various claims, legal proceedings, and investigations covering a wide range of matters that arise in the ordinary course of business. In the opinion of management all such matters are adequately covered by insurance or by accruals, and if not so covered, are without merit or are of such kind, or involve such amounts, as would not have a significant effect on the financial position or results of operations of the Foundation if disposed of unfavorably.

SADDLEBACK COLLEGE FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 12 - CONCENTRATIONS

The Foundation conducts operations primarily in Southern California and, therefore, is subject to risks from changes in local economic conditions. The Foundation also receives a substantial amount of donated services from the South Orange County Community College District.

NOTE 13 – SUBSEQUENT EVENTS

The Foundation has evaluated subsequent events for the period from June 30, 2015 through the date the financial statements were available to be issued, October 1, 2015. Management did not identify any transactions that require disclosure or that would have an impact on the financial statements.

IRVINE VALLEY COLLEGE FOUNDATION

AUDIT REPORT

FOR THE YEAR ENDED
JUNE 30, 2015



San Diego
Los Angeles
San Francisco
Bay Area

christywhite
A PROFESSIONAL
ACCOUNTANCY CORPORATION
associates

IRVINE VALLEY COLLEGE FOUNDATION
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JUNE 30, 2015

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FINANCIAL SECTION



INDEPENDENT AUDITORS' REPORT

Board of Governors
Irvine Valley College Foundation
Irvine, California

Christy White, CPA

Michael Ash, CPA

Heather Rubio

We have audited the accompanying financial statements of Irvine Valley College Foundation (the "Foundation"), which comprise the statement of financial position as of June 30, 2015, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

SAN DIEGO
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State Board of Accountancy*

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Irvine Valley College Foundation as of June 30, 2015, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Christy White Associates

San Diego, California
October 28, 2015

IRVINE VALLEY COLLEGE FOUNDATION
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2015

ASSETS

Current assets

Cash and cash equivalents (Note 2)	\$ 508,399
Investments (Note 3)	1,287,628
Contributions receivable (Note 4)	74,329
Prepaid expense	1,660
Total current assets	<u>1,872,016</u>

Other assets

Investments with the Foundation for California Community Colleges (Note 3)	<u>424,288</u>
Total other assets	<u>424,288</u>

Total Assets	\$ <u>2,296,304</u>
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LIABILITIES AND NET ASSETS

Current liabilities

Accounts payable	\$ 40,925
Accrued liabilities	98
Total current liabilities	<u>41,023</u>

Total liabilities	<u>41,023</u>
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Net assets

Unrestricted	110,157
Temporarily restricted	1,163,666
Permanently restricted	981,458
Total net assets	<u>2,255,281</u>

Total Liabilities and Net Assets	\$ <u>2,296,304</u>
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The notes to financial statements are an integral part of this statement.

**IRVINE VALLEY COLLEGE FOUNDATION
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015**

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
SUPPORT AND REVENUES				
Contributions	\$ 10,892	\$ 526,848	\$ 69,337	\$ 607,077
Special events - fundraisers (net of costs of direct benefits to donors of \$47,731)	94,688	-	-	94,688
In-Kind Donations	36,148	-	-	36,148
Donated Services (Note 6)	421,000	-	-	421,000
Donated Professional Fees (Note 6)	13,071	-	-	13,071
Investment income (Note 3)	29,099	24,511	-	53,610
Sales & Commission	28,442	30,713	-	59,155
Other Revenue	3,500	785	-	4,285
Net assets released from restrictions				
Purpose restrictions satisfied	271,336	(146,587)	(124,749)	-
Total Support and Revenues	908,176	436,270	(55,412)	1,289,034
EXPENSES				
Program services	831,213	-	-	831,213
Supporting services				
Management and general activities	127,114	-	-	127,114
Fundraising (Note 8)	118,616	-	-	118,616
Total Expenses	1,076,943	-	-	1,076,943
CHANGE IN NET ASSETS	(168,767)	436,270	(55,412)	212,091
Net Assets - Beginning	278,924	727,396	1,036,870	2,043,190
Net Assets - Ending	\$ 110,157	\$ 1,163,666	\$ 981,458	\$ 2,255,281

The notes to financial statements are an integral part of this statement.

**IRVINE VALLEY COLLEGE FOUNDATION
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015**

	Program Services	Management and General	Fundraising	Total
EXPENSES				
Salaries and benefits	\$ 334,668	\$ 85,758	\$ 55,605	\$ 476,031
Scholarship payments	185,134	-	-	185,134
Program activities	55,596	-	-	55,596
Special events - Fundraising	-	-	63,011	63,011
Professional fees	9,009	-	-	9,009
Contract services	47,819	-	-	47,819
Supplies and printing	35,144	-	-	35,144
Seminars and conferences	35,783	-	-	35,783
Dues and memberships	21,525	-	-	21,525
In-kind donations	36,148	-	-	36,148
Program equipment and software	70,387	-	-	70,387
General operating	-	41,356	-	41,356
Total Expenses	\$ 831,213	\$ 127,114	\$ 118,616	\$ 1,076,943

The notes to financial statements are an integral part of this statement.

**IRVINE VALLEY COLLEGE FOUNDATION
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2015**

CASH FLOWS FROM OPERATING ACTIVITIES

Change in net assets	\$ 212,091
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities	
Realized loss/(gain) on investments	(85,505)
Unrealized loss/(gain) on investments	60,344
Changes in operating assets and liabilities	
Contributions receivable (Note 4)	36,365
Prepaid expense	(735)
Accounts payable	(159,948)
Accrued liabilities	(1,514)
Net cash provided by (used in) operating activities	<u>61,098</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of investments and reinvested earnings	49,445
Proceeds on the sale of investments	<u>17,222</u>
Net cash provided by (used in) investing activities	<u>66,667</u>

NET INCREASE (DECREASE) IN CASH 127,765

Cash and cash equivalents - Beginning 380,634

Cash and cash equivalents - Ending \$ 508,399

The notes to financial statements are an integral part of this statement.

IRVINE VALLEY COLLEGE FOUNDATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Irvine Valley College Foundation (the “Foundation”), was formed as a California nonprofit public benefit corporation on December 5, 2003. The public and charitable purposes for which this Foundation is organized are to further the educational purposes of the South Orange County Community College District (the “District”). The principal sources of revenue for the Foundation include donor contributions and investment related income.

B. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures, such as depreciation expense and the net book value of capital assets. Accordingly, actual results could differ from those estimates.

C. Functional Expenses

The costs of providing services have been summarized on a functional basis in the statement of activities and detailed in the statement of functional expenses. Certain costs and expenditures have been allocated between program and supporting services based on management’s estimates.

D. Basis of Accounting

The Foundation’s policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when cash is received and certain expenses and purchases of assets are recognized when the obligation is incurred rather than when cash is disbursed.

IRVINE VALLEY COLLEGE FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Financial Statement Presentation

The Foundation is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Unrestricted net assets include all resources available for use by the Board of Governors and management's discretion in carrying out the activities of the Foundation in accordance with its Bylaws. Temporarily or permanently restricted net assets are restricted by the donor or as matter of law. Temporarily restricted net assets are only expendable for the purposes specified by the donor or through the passage of time. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets. Permanently restricted net assets are generally required to be held by the organization in perpetuity while the earnings on those assets are available for use by the organization to support its activities. Donors can place restrictions on the earnings from permanently restricted contributions at the time the contributions are made or pledged.

F. Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted depending on the existence or nature of any donor restrictions. A contribution is recognized as income at the date the contribution is received or pledged.

Non-cash contributions of goods and materials are recorded at fair value at the date of contribution. Contributed services are recorded at fair value at the date of contribution if they are used to create or enhance a non-financial asset or require specialized skills, are provided by someone who possesses those skills, and would have to be purchased by the organization if not donated.

G. Income Taxes

The Foundation is a 509(a)(1) publicly supported nonprofit organization that is exempt from income taxes under Section 501(a) and 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private organization. The Foundation is also exempt from state franchise or income tax under Section 23701(d) of the California Revenue and Taxation Code and is registered with the California Attorney General as a charity.

Income that is not related to exempt purposes, less applicable deductions, is subject to federal and state income taxes. The Foundation did not have any net unrelated business income for the year ended June 30, 2015. It is management's belief that the Foundation does not hold any uncertain tax positions that would materially impact the financial statements. The organization's foundation and/or tax returns are subject to examination by the regulatory authorities for up to four years from the date of filing.

IRVINE VALLEY COLLEGE FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

H. Capital Assets

The SOCCCD has adopted a policy to capitalize purchases of \$5,000 or more of property and equipment used for administrative purposes. Property and equipment acquired with grant and contract funds, or contributed assets where the asset will revert to the funding agency at its discretion will be capitalized and a liability will be amortized over the estimated useful life of the asset under the straight-line method.

Purchased property and equipment are recorded at cost. Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as unrestricted contributions unless the donor has placed a time or purpose restriction on the asset. The entity does not imply an expiring time restriction if the entity receives a long-lived asset without stipulations regarding how long the asset must be used. Property and equipment are depreciated using the straight-line method. There are currently no fixed assets on the Foundation's records.

The Foundation depreciates its property and equipment using the straight-line method over the following estimated useful lives:

Asset	Useful Life
Buildings	50
Site improvements	10
Equipment and vehicle	8
Technology	3

I. Deferred Revenue

Deferred revenue arises when potential revenue does not meet the criteria for recognition in the current period and when resources are received by the Foundation prior to the incurrence of expenses. In subsequent periods, when both revenue recognition criteria are met or when the Foundation has a legal claim to the resources, the liability for deferred revenue is removed from the statement of financial position and revenue is recognized.

J. Cash and Cash Equivalents

The Foundation considers all highly liquid deposits and investments with an original maturity of less than ninety days to be cash equivalents.

K. Investments

The Foundation's method of accounting for most investments is the fair value method. Fair value is determined by published quotes when they are readily available. Unrealized gains and losses are included in the accompanying statement of activities.

IRVINE VALLEY COLLEGE FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

L. Fair Value Hierarchy

The Fair Value Measurements Topic of the FASB *Accounting Standards Codification* establishes a fair value hierarchy that prioritizes inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

- | | |
|---------|--|
| Level 1 | Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets. |
| Level 2 | Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. |
| Level 3 | Inputs to the valuation methodology are unobservable and significant to the fair value measurement. |

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. When significant changes in valuation techniques or inputs have taken place, the Foundation may revise an asset's or liabilities position in the hierarchy and recognize the change on the date of the event or change in circumstances that caused the transfer.

NOTE 2 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents as of June 30, 2015, consist of amounts held in non-interest bearing checking, interest bearing checking, money market, and brokerage accounts totaling \$508,399.

Cash in Bank

Custodial credit risk is the risk that in the event of a bank failure, the Foundation's deposits may not be returned to it. The Foundation does not have a policy for custodial credit risk of deposits. The FDIC insures up to \$250,000 per depositor, per insured bank, for each account ownership category. Additionally some funds are held in SIPC insured institutions. SIPC insures up to \$250,000 per client in the event of one of its members insolvency or liquidation.

IRVINE VALLEY COLLEGE FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 3 – INVESTMENTS AND INVESTMENT WITH THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

Investments are presented in the financial statements at their aggregate fair value. The fair value of investments at June 30, 2015, is as follows:

	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Mutual funds	\$ 1,287,628	\$ 1,287,628	\$ -	\$ -
Total Investments	1,287,628	1,287,628	-	-
Investment with FCCC	424,288	-	424,288	-
Total investments and investment with FCCC	\$ 1,711,916	\$ 1,287,628	\$ 424,288	\$ -

The investment with the FCCC is measured using level 2 inputs including the allocable share in the market value of the underlying investments held by the FCCC.

The following Schedule summarizes the investment return and its classification in the statement of activities for the year ended June 30, 2015:

Net appreciation (depreciation)	\$ (60,344)
Realized gains	85,505
Interest and dividends	28,449
Total investment income	\$ 53,610

Investment with the Foundation for California Community Colleges

The Foundation has entered into a partnership arrangement with the California Community Colleges Scholarship Endowment (the "Endowment") through the Foundation for California Community Colleges (FCCC). The Endowment has been set up to provide matching scholarship funds for California community colleges. Foundation's lead gift of \$25 million established the California Community Colleges Scholarship Endowment. The California Community Colleges and the Foundation for California Community Colleges raised an additional \$28.5 million, spurring \$14.2 million in match dollars from The Osher Foundation; the result is a \$67.7 million permanent scholarship fund. Scholarships from the Endowment were first distributed to students throughout the state in Fall 2009 and will continue to be dispersed every year in perpetuity. The allocation will be based on each college's Full Time Equivalent Students (FTES) and each scholarship is valued at a maximum of \$1,000 per school year per student.

**IRVINE VALLEY COLLEGE FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015**

**NOTE 3 – INVESTMENTS AND INVESTMENT WITH THE FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES (continued)**

Investment with the Foundation for California Community Colleges (continued)

These funds are invested in a pooled investment fund held by the FCCC. At June 30, 2015, the fair value of this investment was \$424,288. The FCCC has assembled an investment advisory committee charged with the responsibility for directing and monitoring the investment management of the Endowment's assets.

NOTE 4 – CONTRIBUTIONS RECEIVABLE

Pledges receivable as of June 30, 2015 total \$74,329. The amounts represent unconditional promises to give. The total amount is estimated to be collected in less than one year from June 30, 2015.

The Foundation has not historically had difficulty collecting amounts due from grantor agencies; therefore, no allowance for uncollectible accounts has been recorded.

NOTE 5 – NET ASSETS

Temporarily Restricted Net Assets

Temporarily restricted net assets at June 30, 2015 amount to \$1,163,666, are restricted for the use in providing scholarships and other program services to Irvine Valley College.

Permanently Restricted Net Assets

Permanently restricted net assets totaling \$981,458 are restricted for investment in perpetuity, which represents the Foundation's endowment funds.

Net Assets Released from Restrictions

Net assets of \$146,587 were released from temporarily restricted net assets during the fiscal year. Net assets of \$124,749 were released from permanently restricted net assets during the fiscal year. The Foundation met donor imposed restrictions by incurring qualified expenses for scholarships and other program services.

IRVINE VALLEY COLLEGE FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 6 – RELATED PARTIES

To assist the Foundation in carrying out its purpose, the District provides administrative services to the Foundation. The District pays salaries and benefits to the Executive Director, Development Assistant II, and Development Associate, and contributed to the Foundation's audit fee. In addition, working space for employees who perform administrative services for the Foundation is provided by the District at no charge. During the year ended June 30, 2015, the District contributed \$434,071 to these salaries, benefits and professional fees. These donated services have been reflected in the accompanying statement of activities as revenues under donated services and donated professional fees and as expenses under salaries and benefits and contract services. The value of donated facilities has not been determined and is therefore not included in the accompanying financial statements; however, management does not believe the amount to be material.

NOTE 7 – ENDOWMENT

The Foundation's endowment consists of approximately 26 individual funds established primarily for scholarships. Net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Board of Governors of the Foundation has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Foundation classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of the organization and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from an income and appreciation of investments
- (6) Other resources of the organization
- (7) The investment policies of the organization

IRVINE VALLEY COLLEGE FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 7 – ENDOWMENT (continued)

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor of UPMIFA requires the Foundation to retain as a fund of perpetual duration. In accordance with GAAP, deficiencies of this nature are reported in unrestricted net assets. There were no deficiencies as of June 30, 2015.

Return Objectives and Risk Parameters

The Foundation has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Foundation must hold in perpetuity or for a donor-specified period(s) as well as board-designated funds. Under this policy, as approved by the Board of Governors, the endowment assets are invested in a manner that is intended to protect the principal, over the long term, and yet maximize the investment earnings so as to maximize the benefit provided by the endowment. Accordingly, funds are invested in a combination of fixed income funds and equity funds expected to provide an average rate of return of approximately 5 percent annually. Actual returns in any given year may vary from this amount.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Foundation targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Spending Policy and How the Investment Objectives Relate to Spending Policy

The Foundation has a policy of appropriating for distribution each year 3 percent of its endowment fund's average fair value over the prior 12 quarters through the calendar year-end preceding the fiscal year in which the distribution was planned. While it is the Foundation's goal to distribute 3 percent, it is not guaranteed and is contingent upon current market conditions. In establishing this policy, the Foundation considered the long-term expected return on its endowment. Accordingly, over the long term, the Foundation expects the current spending policy to allow its endowment to grow at an average of 2 percent annually. This is consistent with the Foundation's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to provide additional real growth through new gifts and investment return.

IRVINE VALLEY COLLEGE FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 7 – ENDOWMENT (continued)

Endowment composition and changes in endowment net assets for the fiscal year ended June 30, 2015, is as follows:

	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, July 1, 2014	\$ 20,291	\$ 958,923	\$ 979,214
Contributions	115,193	22,535	137,728
Net investment income	9,874	-	9,874
Net appreciation (depreciation)	(17,221)	-	(17,221)
Amounts appropriated for expenditure	(8,250)	-	(8,250)
Endowment net assets, June 30, 2015	<u>\$ 119,887</u>	<u>\$ 981,458</u>	<u>\$ 1,101,345</u>

NOTE 8 – FUNDRAISING EXPENSE

Fundraising expenses consist largely of operating special fundraising events and costs associated with communicating with potential donors. Total fundraising costs were approximately 112% of funds raised for the year ended June 30, 2015. The schedule below presents fundraising expense costs and funds raised prior to netting the cost of direct benefits to donors. Fundraising expenses, including allocated salary and benefits not directly related to a specific event, have been shown as 'Other' in the below schedule.

Astounding inventions event	\$ 4,605
Gala event	49,376
Other	62,745
Total fundraising costs (A)	<u>\$ 116,726</u>
Contributions	\$ 70,083
Special events revenue	34,169
Total funds raised (B)	<u>\$ 104,252</u>
Fundraising expense ratio (A/B)	112%

IRVINE VALLEY COLLEGE FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 9 – CONTINGENCIES

The Foundation may be subject to various claims, legal proceedings, and investigations covering a wide range of matters that arise in the ordinary course of business. In the opinion of management all such matters are adequately covered by insurance or by accruals, and if not so covered, are without merit or are of such kind, or involve such amounts, as would not have a significant effect on the financial position or results of operations of the Foundation if disposed of unfavorably.

NOTE 10 - CONCENTRATIONS

The Foundation conducts operations primarily in Southern California and, therefore, is subject to risks from changes in local economic conditions. The Foundation also receives a substantial amount of donated services from the South Orange County Community College District.

NOTE 11 – SUBSEQUENT EVENTS

The Foundation has evaluated subsequent events for the period from June 30, 2015 through the date the financial statements were available to be issued, October 1, 2015. Management did not identify any transactions that require disclosure or that would have an impact on the financial statements.

ADVANCED TECHNOLOGY AND EDUCATION PARK (ATEP) FOUNDATION

AUDIT REPORT

FOR THE YEAR ENDED
JUNE 30, 2015



ADVANCED TECHNOLOGY
& EDUCATION PARK | TUSTIN, CA



San Diego

Los Angeles

San Francisco
Bay Area

christywhite
A PROFESSIONAL
ACCOUNTANCY CORPORATION *associates*

ADVANCED TECHNOLOGY AND EDUCATION PARK (ATEP) FOUNDATION
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FOR THE YEAR ENDED JUNE 30, 2015

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FINANCIAL SECTION



INDEPENDENT AUDITORS' REPORT

Board of Governors
Advanced Technology and Education Park (ATEP) Foundation
Mission Viejo, California

We have audited the accompanying financial statements of Advanced Technology and Education Park (ATEP) Foundation (the "Foundation"), which comprise the statement of financial position as of June 30, 2015, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Christy White, CPA

Michael Ash, CPA

Heather Rubio

SAN DIEGO
LOS ANGELES
SAN FRANCISCO/BAY AREA

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San Diego, CA 92103

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Licensed by the California
State Board of Accountancy

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Advanced Technology and Education Park (ATEP) Foundation as of June 30, 2015, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Christy White Associates

San Diego, California
October 28, 2015

**ADVANCED TECHNOLOGY AND EDUCATION PARK (ATEP) FOUNDATION
STATEMENT OF FINANCIAL POSITION
FOR THE YEAR ENDED JUNE 30, 2015**

ASSETS

Current assets

Cash and cash equivalents (Note 2)	\$	12,489
------------------------------------	----	--------

Total Assets	\$	12,489
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LIABILITIES AND NET ASSETS

Net assets

Unrestricted	\$	12,489
--------------	----	--------

Total Liabilities and Net Assets	\$	12,489
---	-----------	---------------

The notes to financial statements are an integral part of this statement.

**ADVANCED TECHNOLOGY AND EDUCATION PARK (ATEP) FOUNDATION
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015**

	Unrestricted	Total
SUPPORT AND REVENUES		
Donated Services (Note 3)	\$ 2,575	\$ 2,575
Total Support and Revenues	<u>2,575</u>	<u>2,575</u>
 EXPENSES		
Supporting services		
Management and general activities	2,575	2,575
Total Expenses	<u>2,575</u>	<u>2,575</u>
 CHANGE IN NET ASSETS	-	-
 Net Assets - Beginning	<u>12,489</u>	<u>12,489</u>
 Net Assets - Ending	<u>\$ 12,489</u>	<u>\$ 12,489</u>

The notes to financial statements are an integral part of this statement.

**ADVANCED TECHNOLOGY AND EDUCATION PARK (ATEP) FOUNDATION
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015**

	Management and General	Total
EXPENSES		
Other	\$ -	\$ -
In-kind donations	2,575	2,575
Total Expenses	\$ 2,575	\$ 2,575

The notes to financial statements are an integral part of this statement.

ADVANCED TECHNOLOGY AND EDUCATION PARK (ATEP) FOUNDATION
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2015

CASH FLOWS FROM OPERATING ACTIVITIES

Change in net assets

\$ -

Net cash provided by (used in) operating activities

-

NET INCREASE (DECREASE) IN CASH

-

Cash and cash equivalents - Beginning

\$ 12,489

Cash and cash equivalents - Ending

\$ 12,489

The notes to financial statements are an integral part of this statement.

**ADVANCED TECHNOLOGY AND EDUCATION PARK (ATEP) FOUNDATION
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2015**

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Advanced Technology and Education Park (ATEP) Foundation (the "Foundation"), was formed as a California nonprofit public benefit corporation on October 5, 2005. The public and charitable purposes for which this Foundation is organized are to further the educational purposes of the South Orange County Community College District (the "District"). The Foundation is a discretely presented component unit of the District and has been included in the District's basic financial statements.

B. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures, such as depreciation expense and the net book value of capital assets. Accordingly, actual results could differ from those estimates.

C. Functional Expenses

The costs of providing services have been summarized on a functional basis in the statement of activities and detailed in the statement of functional expenses. Certain costs and expenditures have been allocated between program and supporting services based on management's estimates.

D. Basis of Accounting

The Foundation's policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when cash is received and certain expenses and purchases of assets are recognized when the obligation is incurred rather than when cash is disbursed.

E. Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted depending on the existence or nature of any donor restrictions. A contribution is recognized as income at the date the contribution is received or pledged.

Non-cash contributions of goods and materials are recorded at fair value at the date of contribution. Contributed services are recorded at fair value at the date of contribution if they are used to create or enhance a non-financial asset or require specialized skills, are provided by someone who possesses those skills, and would have to be purchased by the organization if not donated.

**ADVANCED TECHNOLOGY AND EDUCATION PARK (ATEP) FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
FOR THE YEAR ENDED JUNE 30, 2015**

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

F. Income Taxes

The Foundation is a 509(a)(1) publicly supported nonprofit organization that is exempt from income taxes under Section 501(a) and 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private organization. The Foundation is also exempt from state franchise or income tax under Section 23701(d) of the California Revenue and Taxation Code and is registered with the California Attorney General as a charity.

Income that is not related to exempt purposes, less applicable deductions, is subject to federal and state income taxes. The Foundation did not have any net unrelated business income for the year ended June 30, 2015. It is management's belief that the Foundation does not hold any uncertain tax positions that would materially impact the financial statements. The organization's foundation and/or tax returns are subject to examination by the regulatory authorities for up to four years from the date of filing.

G. Capital Assets

The District has adopted a policy to capitalize purchases of \$5,000 or more of property and equipment used for administrative purposes. Property and equipment acquired with grant and contract funds, or contributed assets where the asset will revert to the funding agency at its discretion will be capitalized and a liability will be amortized over the estimated useful life of the asset under the straight-line method.

Purchased property and equipment are recorded at cost. Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as unrestricted contributions unless the donor has placed a time or purpose restriction on the asset. The entity does not imply an expiring time restriction if the entity receives a long-lived asset without stipulations regarding how long the asset must be used. Property and equipment are depreciated using the straight-line method. There are currently no fixed assets on the Foundation's records.

The Foundation depreciates its property and equipment using the straight-line method over the following estimated useful lives:

Asset	Useful Life
Buildings	50
Site improvements	10
Equipment and vehicle	8
Technology	3

**ADVANCED TECHNOLOGY AND EDUCATION PARK (ATEP) FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
FOR THE YEAR ENDED JUNE 30, 2015**

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

H. Deferred Revenue

Deferred revenue arises when potential revenue does not meet the criteria for recognition in the current period and when resources are received by the Foundation prior to the incurrence of expenses. In subsequent periods, when both revenue recognition criteria are met or when the Foundation has a legal claim to the resources, the liability for deferred revenue is removed from the statement of financial position and revenue is recognized.

I. Cash and Cash Equivalents

The Foundation considers all highly liquid deposits and investments with an original maturity of less than ninety days to be cash equivalents.

J. Investments

The Foundation's method of accounting for most investments is the fair value method. Fair value is determined by published quotes when they are readily available. Unrealized gains and losses are included in the accompanying statement of activities.

K. Fair Value Hierarchy

The Fair Value Measurements Topic of the FASB *Accounting Standards Codification* establishes a fair value hierarchy that prioritizes inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

- | | |
|---------|--|
| Level 1 | Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets. |
| Level 2 | Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. |
| Level 3 | Inputs to the valuation methodology are unobservable and significant to the fair value measurement. |

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. When significant changes in valuation techniques or inputs have taken place, the Foundation may revise an asset's or liabilities position in the hierarchy and recognize the change on the date of the event or change in circumstances that caused the transfer.

**ADVANCED TECHNOLOGY AND EDUCATION PARK (ATEP) FOUNDATION
NOTES TO FINANCIAL STATEMENTS, continued
FOR THE YEAR ENDED JUNE 30, 2015**

NOTE 2 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents as of June 30, 2015, consist of amounts held in non-interest bearing checking, interest bearing checking, money market, and brokerage accounts totaling \$12,489.

Cash in Bank

Custodial credit risk is the risk that in the event of a bank failure, the Foundation's deposits may not be returned to it. The Foundation does not have a policy for custodial credit risk of deposits. The FDIC insures up to \$250,000 per depositor, per insured bank, for each account ownership category. The Foundation is not exposed to custodial credit risk as of June 30, 2015.

NOTE 3 – RELATED PARTIES

To assist the Foundation in carrying out its purpose, the District provides administrative services, including donated audit services to the Foundation. In addition, working space for employees who perform administrative services for the Foundation is provided by the District at no charge. These donated services have been reflected in the accompanying statement of activities as revenues under donated services and as expenses under in-kind donations. The value of donated facilities has not been determined and is therefore not included in the accompanying financial statements; however, management does not believe the amount to be material.

NOTE 4 – CONTINGENCIES

The Foundation may be subject to various claims, legal proceedings, and investigations covering a wide range of matters that arise in the ordinary course of business. In the opinion of management all such matters are adequately covered by insurance or by accruals, and if not so covered, are without merit or are of such kind, or involve such amounts, as would not have a significant effect on the financial position or results of operations of the Foundation if disposed of unfavorably.

NOTE 5 - CONCENTRATIONS

The Foundation conducts operations primarily in Southern California and, therefore, is subject to risks from changes in local economic conditions. The Foundation also receives a substantial amount of donated services from the South Orange County Community College District.

NOTE 6 – SUBSEQUENT EVENTS

The Foundation has evaluated subsequent events for the period from June 30, 2015 through the date the financial statements were available to be issued, October 1, 2015. Management did not identify any transactions that require disclosure or that would have an impact on the financial statement.

**FOUNDATION FOR THE SOUTH ORANGE
COUNTY COMMUNITY COLLEGE DISTRICT
(SOCCCD)
AUDIT REPORT**

**FOR THE YEAR ENDED
JUNE 30, 2015**

**San Diego
Los Angeles
San Francisco
Bay Area**

christywhite
A PROFESSIONAL
ACCOUNTANCY CORPORATION *associates*

**FOUNDATION FOR THE SOCCCD
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JUNE 30, 2015**

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FINANCIAL SECTION



INDEPENDENT AUDITORS' REPORT

Board of Governors
Foundation for the SOCCCD
Orange, California

We have audited the accompanying financial statements of Foundation for the SOCCCD (the "Foundation"), which comprise the statement of financial position as of June 30, 2015, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Christy White, CPA

Michael Ash, CPA

Heather Rubio

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State Board of Accountancy

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Foundation for the SOCCCD as of June 30, 2015, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Christy White Associates

San Diego, California
October 28, 2015

**FOUNDATION FOR THE SOCCCD
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2015**

ASSETS

Current assets

Cash and cash equivalents (Note 2)	\$ 7,511
------------------------------------	----------

Total Assets	\$ 7,511
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LIABILITIES AND NET ASSETS

Current liabilities

Accounts payable

Due to trust accounts	\$ 1,637
-----------------------	----------

Total current liabilities	1,637
----------------------------------	--------------

Total liabilities	1,637
--------------------------	--------------

Net assets

Unrestricted	5,874
--------------	-------

Total net assets	5,874
-------------------------	--------------

Total Liabilities and Net Assets	\$ 7,511
---	-----------------

The notes to financial statements are an integral part of this statement.

**FOUNDATION FOR THE SOCCCD
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015**

	Unrestricted	Total
SUPPORT AND REVENUES		
Donated Services (Note 3)	\$ 4,437	\$ 4,437
Total Support and Revenues	<u>4,437</u>	<u>4,437</u>
 EXPENSES		
Program services	1,455	1,455
Supporting services		
Management and general activities	4,437	4,437
Total Expenses	<u>5,892</u>	<u>5,892</u>
 CHANGE IN NET ASSETS	(1,455)	(1,455)
 Net Assets - Beginning	<u>7,329</u>	<u>7,329</u>
 Net Assets - Ending	<u>\$ 5,874</u>	<u>\$ 5,874</u>

The notes to financial statements are an integral part of this statement.

**FOUNDATION FOR THE SOCCCD
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015**

	Management and General	Total
EXPENSES		
Program activities	\$ 1,455	\$ 1,455
In-kind donations	4,437	4,437
Total Expenses	\$ 5,892	\$ 5,892

The notes to financial statements are an integral part of this statement.

**FOUNDATION FOR THE SOCCCD
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2015**

CASH FLOWS FROM OPERATING ACTIVITIES

Change in net assets	\$ (1,455)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities	
Accounts payable	<u>(84)</u>
Net cash provided by (used in) operating activities	<u>(1,539)</u>

NET INCREASE (DECREASE) IN CASH (1,539)

Cash and cash equivalents - Beginning 9,050

Cash and cash equivalents - Ending \$ 7,511

The notes to financial statements are an integral part of this statement.

**FOUNDATION FOR THE SOCCCD
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Foundation for the SOCCCD (the "Foundation"), was formed as a California nonprofit public benefit corporation on July 5, 2005. The public and charitable purposes for which this Foundation is organized are to further the educational purposes of the South Orange County Community College District (the "District"). The principal sources of revenue for the Foundation include in-kind contributions for donated services. The Foundation is a discretely presented component unit of the District and has been included in the District's basic financial statements.

B. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures, such as depreciation expense and the net book value of capital assets. Accordingly, actual results could differ from those estimates.

C. Functional Expenses

The costs of providing services have been summarized on a functional basis in the statement of activities and detailed in the statement of functional expenses. Certain costs and expenditures have been allocated between program and supporting services based on management's estimates.

D. Basis of Accounting

The Foundation's policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when cash is received and certain expenses and purchases of assets are recognized when the obligation is incurred rather than when cash is disbursed.

FOUNDATION FOR THE SOCCCD
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Financial Statement Presentation

The Foundation is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Unrestricted net assets include all resources available for use by the Board of Governors and management's discretion in carrying out the activities of the Foundation in accordance with its Bylaws. Temporarily or permanently restricted net assets are restricted by the donor or as matter of law. Temporarily restricted net assets are only expendable for the purposes specified by the donor or through the passage of time. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets. Permanently restricted net assets are generally required to be held by the organization in perpetuity while the earnings on those assets are available for use by the organization to support its activities. Donors can place restrictions on the earnings from permanently restricted contributions at the time the contributions are made or pledged.

F. Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted depending on the existence or nature of any donor restrictions. A contribution is recognized as income at the date the contribution is received or pledged.

Non-cash contributions of goods and materials are recorded at fair value at the date of contribution. Contributed services are recorded at fair value at the date of contribution if they are used to create or enhance a non-financial asset or require specialized skills, are provided by someone who possesses those skills, and would have to be purchased by the organization if not donated.

G. Income Taxes

The Foundation is a 509(a)(1) publicly supported nonprofit organization that is exempt from income taxes under Section 501(a) and 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private organization. The Foundation is also exempt from state franchise or income tax under Section 23701(d) of the California Revenue and Taxation Code and is registered with the California Attorney General as a charity.

Income that is not related to exempt purposes, less applicable deductions, is subject to federal and state income taxes. The Foundation did not have any net unrelated business income for the year ended June 30, 2015. It is management's belief that the Foundation does not hold any uncertain tax positions that would materially impact the financial statements. The organization's foundation and/or tax returns are subject to examination by the regulatory authorities for up to four years from the date of filing.

FOUNDATION FOR THE SOCCCD
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

H. Capital Assets

The Foundation for the SOCCCD has adopted a policy to capitalize purchases of \$5,000 or more of property and equipment used for administrative purposes. Property and equipment acquired with grant and contract funds, or contributed assets where the asset will revert to the funding agency at its discretion will be capitalized and a liability will be amortized over the estimated useful life of the asset under the straight-line method.

Purchased property and equipment are recorded at cost. Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as unrestricted contributions unless the donor has placed a time or purpose restriction on the asset. The entity does not imply an expiring time restriction if the entity receives a long-lived asset without stipulations regarding how long the asset must be used. Property and equipment are depreciated using the straight-line method. There are currently no fixed assets on the Foundation's records.

The Foundation depreciates its property and equipment using the straight-line method over the following estimated useful lives:

Asset	Useful Life
Buildings	50
Site improvements	10
Equipment and vehicle	8
Technology	3

I. Deferred Revenue

Deferred revenue arises when potential revenue does not meet the criteria for recognition in the current period and when resources are received by the Foundation prior to the incurrence of expenses. In subsequent periods, when both revenue recognition criteria are met or when the Foundation has a legal claim to the resources, the liability for deferred revenue is removed from the statement of financial position and revenue is recognized.

J. Cash and Cash Equivalents

The Foundation considers all highly liquid deposits and investments with an original maturity of less than ninety days to be cash equivalents.

K. Investments

The Foundation's method of accounting for most investments is the fair value method. Fair value is determined by published quotes when they are readily available. Unrealized gains and losses are included in the accompanying statement of activities.

FOUNDATION FOR THE SOCCCD
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

L. Fair Value Hierarchy

The Fair Value Measurements Topic of the FASB *Accounting Standards Codification* establishes a fair value hierarchy that prioritizes inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

- | | |
|---------|--|
| Level 1 | Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets. |
| Level 2 | Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. |
| Level 3 | Inputs to the valuation methodology are unobservable and significant to the fair value measurement. |

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. When significant changes in valuation techniques or inputs have taken place, the Foundation may revise an asset's or liabilities position in the hierarchy and recognize the change on the date of the event or change in circumstances that caused the transfer.

NOTE 2 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents as of June 30, 2015, consist of amounts held in non-interest bearing checking, interest bearing checking, money market, and brokerage accounts totaling \$7,511.

Cash in Bank

Custodial credit risk is the risk that in the event of a bank failure, the Foundation's deposits may not be returned to it. The Foundation does not have a policy for custodial credit risk of deposits. The FDIC insures up to \$250,000 per depositor, per insured bank, for each account ownership category. The Foundation is not exposed to custodial credit risk as of June 30, 2015.

**FOUNDATION FOR THE SOCCCD
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015**

NOTE 3 – RELATED PARTIES

To assist the Foundation in carrying out its purpose, the District provides administrative services, including donated audit services to the Foundation. In addition, working space for employees who perform administrative services for the Foundation is provided by the District at no charge. These donated services have been reflected in the accompanying statement of activities as revenues under donated services and as expenses under in-kind donations. The value of donated facilities has not been determined and is therefore not included in the accompanying financial statements; however, management does not believe the amount to be material.

NOTE 4 – CONTINGENCIES

The Foundation may be subject to various claims, legal proceedings, and investigations covering a wide range of matters that arise in the ordinary course of business. In the opinion of management all such matters are adequately covered by insurance or by accruals, and if not so covered, are without merit or are of such kind, or involve such amounts, as would not have a significant effect on the financial position or results of operations of the Foundation if disposed of unfavorably.

NOTE 5 - CONCENTRATIONS

The Foundation conducts operations primarily in Southern California and, therefore, is subject to risks from changes in local economic conditions. The Foundation also receives a substantial amount of donated services from the South Orange County Community College District.

NOTE 6 – SUBSEQUENT EVENTS

The Foundation has evaluated subsequent events for the period from June 30, 2015 through the date the financial statements were available to be issued, October 1, 2015. Management did not identify any transactions that require disclosure or that would have an impact on the financial statements.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Policy Revision: BP-6105 Graduation Requirements for Degrees and Certificates for Achievement, BP-5408 Classroom Supervision, BP-5130 Financial Aid, BP-3501 Campus Security and Access

ACTION: Discussion / Approval

BACKGROUND

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

STATUS

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

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Council on October 15, 2015 for review and recommendation to the Chancellor.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the board policies, as shown in EXHIBIT A through D.

BOARD POLICY

3501

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

CAMPUS SECURITY AND ACCESS

The Chancellor shall work with the Presidents to establish key access control procedures for security and access to District facilities necessary to provide the highest degree of security possible for students, faculty, and staff, and to safeguard the property of the District and the personal property of those who work and study at District facilities. An administrative regulation will be developed to address details of access to campus facilities.

Reference:

~~*Education Code, Section 81600, et seq.,*~~
~~*California Penal Code Section 469,*~~
~~*ANSI/BHMA Std. A156.28-2007*~~
~~*34 Code of Federal Regulations, Section 668.46(b)(3)*~~
~~*ACCJC Accreditation Standard III, B.1*~~

BOARD POLICY

5130

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

FINANCIAL AID

The Financial Aid Department will use the nationally standardized Needs Analysis Procedures designed by the United States Department of Education to determine the eligibility of each student who applies for financial aid while attending the South Orange County Community College District.

A program of financial aid to students will be provided which may include, but is not limited to, scholarships, grants, loans, and work and employment programs.

All financial aid programs will adhere to guidelines, procedures, and standards issued by the funding agency, and will incorporate federal, state, and other applicable regulatory requirements.

The District shall establish, publicize, and apply satisfactory academic progress standards for participants in the Title IV student aid programs.

References:

California Education Code Section 66021.6, 76300

20 United States Code Sections 1070 et. seq.

34 Code of Regulations, Section 668

United States Department of Education regulations on the integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended

[Title 5, Sections 58600 et. seq.](#)

[ACCJC Accreditation Standard III.D.15](#)

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

~~5408~~(3460)
~~STUDENTS~~BUSINESS

CLASSROOM SUPERVISION **FOR APPORTIONMENT**

During scheduled class times, students are allowed to remain in classrooms or laboratories only when supervised by an academic employee or by an authorized instructional assistant or aide under the direction of an academic employee. Only supervised classes can be counted for apportionment purposes. as specified in the California Code of Regulations.

Reference:

~~*Title 5, Section 58051(a) 58056 (c)*~~

Adopted: 2-11-80
Revised: 5-15-89
Revised: 4-26-99

Revised: 6-26-06

Reviewed by BPARAC & Chancellor on 8-17-11. No recommended change to policy.

BOARD POLICY

6105

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

INSTRUCTION

GRADUATION REQUIREMENTS FOR DEGREES AND CERTIFICATES OF ACHIEVEMENT

The District grants the degrees of Associate in Arts (AA), Associate in ~~Arts~~ [Degree](#) for Transfer (~~AA-T~~ [ADT](#)), and Associate in Science (AS), ~~and Associate in Science for Transfer (AS-T)~~ to those students who have completed the subject requirements for graduation and who have attained a 2.0 grade point average in courses applicable to the degree. Students must also complete the general education, residency, and competency requirements set forth in Title 5 regulations.

Students may be awarded a Certificate of Achievement upon successful completion of a State approved pattern of degree-applicable coursework.

The Chancellor, in consultation with the faculty, shall establish procedures to determine degree and certificate requirements that include appropriate involvement of the local curriculum committee. The procedures shall assure that graduation requirements are published in the colleges' catalogs and included in other resources that are convenient for students.

Reference:

Education Code Section 70902(b)(3)

Title 5, Sections 55060 et. seq.

Board Policy – 2100.1-Delegation of Authority to Academic Senate

[Accreditation Standard II, A](#)

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Policy Revision: BP-6170 Counseling, BP-5230 Intercollegiate Athletics, BP-4016 Drug-Free Environment and Drug Prevention Program, BP-3410 Nondiscrimination

ACTION: Review / Study

BACKGROUND

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

STATUS

Four board policies are presented to the Board of Trustees for "Review / Study." The new language to the board policy was reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Council on November 5, 2015 for review and recommendation to the Chancellor.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the board policies, as shown in EXHIBIT A through D.

BOARD POLICY

~~6170~~ 5110

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

INSTRUCTION STUDENTS

COUNSELING

Counseling services are an essential part of the educational mission of the District. The Board of Trustees shall approve regulations consistent with Title 5, California Code of Regulations, and the California Education Code.

The counseling programs shall be offered to all prospective and current students and shall include, but not be limited to the following:

1. Academic counseling
2. Career counseling
3. Personal counseling
4. Coordination with services provided for students with special needs.

Reference:

Title 5, Section 51018

California Education Code ~~66700~~ and 72620

[ACCJC Accreditation Standard II.C.5](#)

BOARD POLICY

~~5230~~(5700)

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

INTERCOLLEGIATE ATHLETICS

The District may maintain organized athletic programs for men and women in intercollegiate athletics. The programs shall not discriminate on the basis of gender in the availability of athletic opportunities.

The Chancellor or designee shall assure that the athletic program complies with state law, the California Community Colleges Athletic Association (CCCAA), and Sports Guides and appropriate Conference Constitution regarding student athlete participation.

Reference:

Title IX, Education Amendments of 1972;

Education Code Sections 66271.6, 66271.8, 67360 et. seq.

ACCJC Accreditation Standard II,C.4

Adopted: 12-07-09
Revised: 05-20-13
Revised: 11-25-13
Revised: 12-15-14

Page 1 of 1

BOARD POLICY

4016

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

~~PERSONNEL~~ HUMAN RESOURCES

DRUG-FREE ENVIRONMENT AND DRUG PREVENTION PROGRAM

The District shall be free from all unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in all facilities under the control and use of the District.

Any student or employee who violates this policy will be subject to disciplinary action, consistent with local, state, or federal law, which may include the referral to an appropriate rehabilitation program, suspension, demotion, expulsion, or dismissal.

The Chancellor or his/her designee shall assure that the District distributes annually to each student and employee the information required by the Drug-Free Schools and Communities Act Amendments of 1989 and complies with other requirements of the Act.

References:

Drug Free Schools and Communities Act, 20 U.S. Code Section 1145g;

34 C.F.R. Sections 86.1 et seq.;

Drug Free Workplace Act of 1988, 41 U.S. Code Section 702

Adopted: 5-15-89

Revised: 4-26-99

Revised: 10-26-04

Revised: 5-26-09

[Review Only:](#)

BOARD POLICY

3410

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

NONDISCRIMINATION

The District is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities.

The District, and each individual who represents the District, shall provide access to its services, classes, and programs without regard to national origin, religion, age, gender, gender identity, gender expression, race, ethnicity, color, medical condition, pregnancy, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, or because he she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

The Chancellor shall establish administrative regulations that ensure all members of the college community can present complaints regarding alleged violations of this policy and have their complaints heard in accordance with the Title 5 regulations and those of other agencies that administer state and federal laws regarding nondiscrimination.

No District funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the District or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory on the basis of national origin, religion, age, gender, gender identity, gender expression, race, ethnicity, color, medical condition, pregnancy, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics, or because of his or her association with a person or group with one or more of these actual or perceived characteristics.

References:

Education Code Sections 66250 et seq., 72010 et seq., 87100 et seq.;

Title 5 Sections 53000 et seq. and 59300 et seq.;

Penal Code Section 422.55;

Government Code Sections 12926.1 and 12940 et seq.

[ACCJC Accreditation Eligibility Requirement 20 and](#)

[ACCJC Accreditation Standard Catalog Requirements \(formerly Accreditation Standard II.B.2.c\)](#)

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Academic Personnel Actions – Regular Items

ACTION: Approval/Ratification

BACKGROUND

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

Those academic personnel actions shown in Exhibits A and B are presented to the Board of Trustees for approval/ratification to be effective on the dates as shown on the Exhibits.

RECOMMENDATION

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

Item Submitted By: *David Bugay, Ph.D., Vice Chancellor, Human Resources & Employer/Employee Relations*

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. ADMINISTRATIVE EMPLOYMENT (Ratified – Pursuant to Board Policy 4002.1)

- a. ¹PESTOLESI, DIANE, is to be employed as Assistant Dean of Health Science and Human Services/Director of Nursing, Pos #4626, Academic Administrator Salary Range 20, Step 5, Division of Health Science and Human Services, Saddleback College, effective December 17, 2015. This is a replacement position for Tamera Rice, who is retiring. (Exhibit B, Attachment 1)

2. ACADEMIC EMPLOYMENT (Ratified – Pursuant to Board Policy 4002.1)

- a. BARNHILL, BARRY, is to be employed as full-time, one semester Interim Nursing Instructor, Pos #6690, Division of Health Science and Human Services, Saddleback College, effective January 11, 2016. Approximate Salary Placement: Class II, Step 2. This is a temporary, interim replacement position for Samantha Venable, who will be on Banked OSH Leave for the 2016 Spring semester.
- b. MARQUEZ, VANESSA, is to be employed as Learning Disabilities Specialist/DSPS Counselor, Pos #6374, Disabled Students Programs and Services, Irvine Valley College, effective November 12, 2015. Approximate Salary Placement: Class II, Step 1. This is a new position approved by the Board of Trustees on May 18, 2015. (Exhibit B, Attachment 2)

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>
Bray, Seranda	MA/Guidance Couns.	EOPS/SC	II/1	10/26/15
² Long, Erin	MA/Counseling	Counseling/SC	II/1	10/09/15

4. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Ath, Yontha	PhD/Mathematics	Mathematics/SC	V/1	01/19/16
Dillard, Allison	MS/Mathematics	Mathematics/IVC	II/1	01/19/16
Huynh, Dwan	MA/Mathematics	Mathematics/SC	II/1	01/19/16
³ MacBride-Hart, C.	MA/Mathematics	Mathematics/SC	II/1	01/19/16
Ottiano, Ric	JD/Law	Bus. Mgmt./SC	V/1	02/22/16
Wang, Caitlin	PhD/Mathematics	Mathematics/SC	V/1	01/19/16

¹ Spouse of Thomas Pestolesi, full-time Kinesiology & Health Instructor/Volleyball Coach, Irvine Valley College

² On October 26, 2015, the Board of Trustees approved a 8-hour per week general leave of absence from full-time classified position, with benefits, for the 2015/2016 academic year

³ CalSTRS Retiree effective 06/07/2015

4. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** - Continued

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>
Chen, Xiaoqing	EdD/Educ. Admin.	Chinese/IVC	V/1	01/19/16

Equivalency is based on a Bachelor of Arts degree in English and a Master of Arts degree in Translation Studies (Chinese/English) from Xi'an Foreign Languages University, Peoples Republic of China, and a Doctoral Degree in Education (Ed.D) from the University of California-Irvine. Dr. Chen has 16 years of teaching experience. She has taught English at Xi'an Foreign Languages University and Beijing Foreign Studies University; has taught Chinese at Soka University in Aliso Viejo; has worked as a Teaching Assistant in Education courses at UC Irvine; and has taught Chinese at Karis Academy in Irvine. She is also certified by the American Translators Association as a Chinese/English translator and trained by the European Commission as a simultaneous Chinese/English interpreter. In her recent translation work, she has participated in projects for the U.S. State Department, Ford Motor Company, and Wells Fargo Bank.

Griswold, Warner	BA/Business Econ.	Business/SC	I/1	01/19/16
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Equivalency is based on a dual major Bachelor's degree in Business Economics and Organizational Behavior & Management from Brown University. Mr. Griswold has the distinction of earning the Chartered Financial Analyst (CFA) designation, the result of a rigorous graduate-level finance curriculum that requires mastery of practical portfolio management and advanced investment analysis. For nearly 20 years, Mr. Griswold has led the growth and success of Green Street Advisors, the pre-eminent research firm specializing in the securities of publicly traded companies. He has fulfilled various roles including COO, CFO, CCO, Managing Director, Board Member, and Executive Committee Member. In addition, Mr. Griswold has taught as adjunct professor for the UCI Graduate School of Management.

Pillsbury, Brent	BA/Business	Business/SC	I/1	02/09/16
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Equivalency is based on a Master's degree in Education from UC Santa Barbara with additional study in business and real estate. Mr. Pillsbury has 20 of teaching experience at the high school level, with the notable inclusion of teaching Virtual Enterprise, a business course that articulates with BUS 160 Entrepreneurship at Saddleback College. For over 18 years, Mr. Pillsbury has been building leadership skills among the students he coaches in team sports. Additionally, Mr. Pillsbury has more than a decade of active "real-world" business development experience, and currently owns and manages two profitable small business ventures in Orange County.

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 2015/2016 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Adams, Brittany	Chair, Humanities/IVC	4,644.00	01/19/16-05/23/16
Alvarez, Lisa	Co-Coordinator, English Comp./SC	576.30	08/10/15-12/16/15
Alvarez, Lisa	Co-Coordinator, English Comp./SC	576.30	01/19/16-05/23/16
Andre, Joy	Faculty Professional Dev./SC	500.00	08/17/15-12/16/15
Barrett, Victoria	Coordinator, HS Dance Day/IVC	50.00	12/04/15-12/04/15
Barrows, Morgan	Chair, Env. Studies/Ecol./MST/SC	4,063.50	01/19/16-05/23/16
Beckham, Jack	Chair, English/SC	8,707.50	01/19/16-05/23/16
Bennett, Michael	Chair, Adapted Kinesiology/SC	1,451.25	01/19/16-05/23/16
Betts, Bob	BEES Garden, Outdoor Lrng/IVC	3,483.00	01/19/16-05/23/16
Bowman, Don	Chair, Accounting/SC	3,192.75	01/19/16-05/23/16
Bradley, Devon	BEES Garden, Outdoor Lrng/IVC	3,483.00	01/19/16-05/23/15
Branch-Stewart, K.	Chair, Human Services/SC	3,483.00	01/19/16-05/23/16
Brass, Monique	Facilitator, Fitness Center/IVC	2,902.50	01/19/16-05/23/16
Camelot, Allison	Chair, Sociology/SC	2,322.00	01/19/16-05/23/16
Castroconde, Miriam	Co-Chair, Mathematics/IVC	3,483.00	01/19/16-05/23/16
Cavazzi, Deidre	Chair, Dance/SC	2,031.75	01/19/16-05/23/16
Cesareo, Claire	Chair, Anthro./Ethnic Studies/SC	2,902.50	01/19/16-05/23/16
Chambers, Elizabeth	Chair, Sociology/IVC	1,161.00	01/19/16-05/23/16
Clafin, Christopher	Chair, Graphic Comm./Design/SC	3,773.25	01/19/16-05/23/16
Copeland, Mindy	PDE Choreographer/IVC	1,150.00	10/01/15-12/05/15
Cox, Barbara	Chair, Business/SC	5,224.50	01/19/16-05/23/16
Crabb, Kerry	Chair, Intercollegiate Athletics/SC	5,805.00	01/19/16-05/23/16
Crammer, Cale	Co-Facilitator, MUN/IVC	1,161.00	01/19/16-05/23/16
Cruz, Raul	PDE Choreographer/IVC	700.00	09/01/15-12/04/15
Cubbage, April	Chair, Women & Gender Studies/SC	1,161.00	01/19/16-05/23/16
Cuthbertson, Denise	Faculty Professional Dev./SC	500.00	08/17/15-12/16/15
Daniels, Stevie	Chair, ESL/SC	3,773.25	01/19/16-05/23/16
Daniels, Stevie	Coordinator, ESL Lab Services/SC	1,721.00	01/19/16-05/23/16
Davison, John	Co-Chair, Physical Sciences/IVC	2,612.25	01/19/16-05/23/16
Delson, Cheryl	Coordinator, Library Svcs/IVC	1,161.00	01/19/16-05/23/16
Delson, Cheryl	Chair, Library Services/IVC	870.75	01/19/16-05/23/16
⁴ Delson, Cheryl	Facilitator, SLO/IVC	1,161.00	01/19/16-05/23/16
deRoulet, Daniel	Co-Coordinator, English Comp./IVC	576.30	08/10/15-12/16/15
deRoulet, Daniel	Co-Coordinator, English Comp./IVC	576.30	01/19/16-05/23/16
Dorrough, Mark	Forensics Coach/SC	500.00	01/19/16-05/23/16
Duffy, Michelle	Co-Chair, Reading/SC	1,451.25	01/19/16-05/23/16
Duquette, Jan	Chair, Kinesiology/SC	7,546.50	01/19/16-05/23/16
Etter, Bill	Co-Coord., English Diagnostic/IVC	1,161.00	01/19/16-05/23/16
Evancoe, Eugene	Chair, Electronics/CMT/SC	2,322.00	01/19/16-05/23/16
Evans, Julie	Co-Coord., English Diagnostic/IVC	1,161.00	01/19/16-05/23/16
Evans, Julie	Facilitator, Writing Center/IVC	4,644.00	01/19/16-05/23/16
Even, Ryan	Chair, Photography/SC	1,451.25	01/19/16-05/23/16
Farnsworth, Robert	Chair, Hort./Landscape Design/SC	3,192.75	01/19/16-05/23/16

⁴ Taking 2.5 LHE as reassigned time

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2015/2016 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Fier, Scott	Chair, Chemistry/SC	2,031.75	01/19/16-05/23/16
Forouzesh, Jennifer	Co-Chair/Co-Asst, Nursing/SC	2,757.37	01/19/16-05/23/16
Fox, Lindsay	Chair, Fashion/SC	4,353.75	01/19/16-05/23/16
French, Julianna	Facilitator, Forensics/IVC	5,805.00	01/19/16-05/23/16
Fullman, Aaron	Forensics Coach/SC	826.00	01/19/16-05/23/16
Futami, Kimberly	Faculty Professional Dev./SC	500.00	08/17/15-12/16/15
Gabriella, Wendy	Chair, Anthropology/IVC	1,161.00	01/19/16-05/23/16
Garcia, Renee	Coordinator, Anthropology Lab /SC	1,741.50	01/19/16-05/23/16
Gervais, Michel	PDE Choreographer/IVC	650.00	09/01/15-12/04/15
Gliadkovsky, Kirill	Chair, Music/SC	5,224.50	01/19/16-05/23/16
⁵ Haeri, Melanie	Coordinator, Reading Center/IVC	1,161.00	01/19/16-05/23/16
Haeri, Melanie	Chair, Reading/IVC	1,451.25	01/19/16-05/23/16
⁶ Haeri, Mitchell	Co-Chair, Astro./Physics/Engin./SC	1,015.88	01/19/16-05/23/16
Hardick, Randy	Chair, EMS/Paramedics/SC	3,773.25	01/19/16-05/23/16
Hernandez-Bravo, C	Co-Chair, Int'l Languages/SC	6,791.85	01/19/16-05/23/16
Hernandez-Bravo, C	Coordinator, Int'l Languages Lab/SC	1,721.00	01/19/16-05/23/16
Hernandez, Jerry	Co-Chair, Kin/Health/Athletics/IVC	2,322.00	01/11/16-05/24/16
Hill, Ildiko	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Hochwald, Seth	Co-Chair, Computer Science/IVC	870.75	01/19/16-05/23/16
Hoggatt, Michael	Chair, Special Services/SC	1,451.25	01/19/16-05/23/16
Hong, Song	Faculty Professional Dev./SC	500.00	08/17/15-12/16/15
Hoolihan, Lori	Co-Chair, Fam. & Cons./Foods/SC	1,886.63	01/19/16-05/23/16
Huntley, Tony	Co-Chair, Biology/SC	2,322.00	01/19/16-05/23/16
Ibbotson, Jill	Faculty Professional Dev./SC	500.00	08/17/15-12/16/15
Inlow, Lisa	Co-Chair, Fam. & Cons./Foods/SC	1,886.63	01/19/16-05/23/16
Johnson, Clayton	Faculty Professional Dev./SC	500.00	08/17/15-12/16/15
Kaufmann, Jeff	Co-Chair, Life Sciences/IVC	2,902.50	01/19/16-05/23/16
Kil, Joon	Chair, Political Science/IVC	1,741.50	01/19/16-05/23/16
⁷ King, Donna	Chair, Human Development/IVC	870.75	01/19/16-05/23/16
Kirk, Julie	Chair, Visual Arts/IVC	4,644.00	01/19/16-05/23/16
Knoll, Melissa	Co-Coordinator, English Comp./IVC	576.30	08/10/15-12/16/15
Knoll, Melissa	Co-Coordinator, English Comp./IVC	576.30	01/19/16-05/23/16
Konishi, Hiro	Co-Chair, CTVR/SC	2,031.75	01/19/16-05/23/16
Langrell, Jenny	Library Coordinator/SC	3,413.00	01/19/16-05/23/16
Lee, Celina	Coordinator, Technology/IVC	1,161.00	01/19/16-05/23/16
Lively, Brian	Faculty Professional Dev./SC	500.00	08/17/15-12/16/15
Loke, Chan	Co-Chair, Computer Science/IVC	870.75	01/19/16-05/23/16
Long, Lewis	Coordinator, English Comp./IVC	1,152.60	08/10/15-12/16/15
Long, Lewis	Coordinator, English Comp./IVC	1,152.60	01/19/16-05/23/16
Lowe, Leslie	Co-Chair, Emeritus Institute/SC	4,644.00	01/19/16-05/23/16
Lu, Jianhua	Faculty Professional Dev./SC	500.00	08/17/15-12/16/15

⁵ Spouse of Mitchell Haeri, Physics/Astronomy Instructor, Saddleback College

⁶ Spouse of Melanie Haeri, Reading Instructor, Irvine Valley College

⁷ Taking 1 LHE as reassigned time

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2015/2016 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Magrann, Tracey	Chair, MLT/SC	2,031.75	01/19/16-05/23/16
Manuel-Ellison, R.	Coord., Theatre Arts Production/IVC	2,612.25	01/19/16-05/23/16
Manuel-Ellison, R.	Chair, Theatre Arts Production/IVC	3,192.75	01/19/16-05/23/16
McCaughey, Colin	CTE Coordinator, AOJ/IVC	2,322.00	01/19/16-05/23/16
McCaughey, Colin	Chair, Admin. of Justice/IVC	1,451.25	01/19/16-05/23/16
McFann, Kent	Chair, Theatre/SC	4,353.75	01/19/16-05/23/16
McLaughlin, June	Coordinator, Paralegal Pgrm/IVC	2,322.00	01/19/16-05/23/16
McNeil, Mark	Chair, Economics/IVC	2,322.00	01/19/16-05/23/16
Melendez, Robert	Coordinator, Student Success/IVC	2,322.00	01/19/16-05/23/16
Melendez, Robert	Facilitator, Early College/IVC	4,644.00	01/19/16-05/23/16
Melendez, Robert	Chair, Counseling/IVC	2,031.75	01/19/16-05/23/16
Meyer, Cliff	Chair, Auto Tech/SC	4,063.50	01/19/16-05/23/16
Meyer-Canales, K.	Co-Chair, Astro/Physics/Engin/SC	1,015.88	01/19/16-05/23/16
Milostan-Egus, K.	Facilitator, Dance Production/IVC	2,322.00	01/19/16-05/23/16
Milostan-Egus, K.	Chair, Dance/IVC	3,773.25	01/19/16-05/23/16
Myers, Charlie	Chair, CTVR/SC	2,031.75	01/19/16-05/23/16
⁸ Ochoa, Heidi	Co-Director, Forensics/SC	3,500.00	01/19/16-05/23/16
⁹ Ochoa, Lucas	Forensics Coach/SC	2,000.00	01/19/16-05/23/16
O'Leary, Thomas	Chair, Art History/Fine Arts/SC	1,451.25	01/19/16-05/23/16
O'Rourke, Shawn	Co-Director, Forensics/SC	3,500.00	01/19/16-05/23/16
¹⁰ Pestolesi, Thomas	Co-Chair, Kin/Hlth/Athletics/IVC	2,322.00	01/19/16-05/23/16
Pfeifer, Donna	Faculty Professional Dev./SC	500.00	08/17/15-12/16/15
Pham, Lan	Co-Chair, Mathematics/IVC	3,483.00	01/19/16-05/23/16
Pieri, Glenna	Hybrid Curriculum Dev./SC	2,901.68	01/19/16-05/23/16
Posada, Timothy	Chair, Journalism/SC	2,031.75	01/19/16-05/23/16
Quade, Joyce	Chair, CIM/Admin. Asst/SC	6,385.50	01/19/16-05/23/16
Renault, Irene	Coordinator, Academic Reading/SC	1,721.00	01/19/16-05/23/16
Repka, Jim	Chair, Geology/Oceanography/SC	1,451.25	01/19/16-05/23/16
Robinson, Terrill	Co-Chair, Emeritus Institute/SC	4,644.00	01/19/16-05/23/16
Rochford, Stephen	Chair, Music/IVC	3,483.00	01/19/16-05/23/16
Rodriguez, Roland	Co-Chair, Life Sciences/IVC	2,902.50	01/19/16-05/23/16
Rosenberg, Alannah	Chair, Economics/SC	1,161.00	01/19/16-05/23/16
Rybold, Gary	Chair, Communication Arts/IVC	2,031.75	01/19/16-05/23/16
Sahani, Navneet S.	Co-Facilitator, MUN/IVC	1,161.00	01/19/16-05/23/16
Scarola, Vito	Chair, Art/SC	3,483.00	01/19/16-05/23/16
Scherger, Deanna	Co-Coordinator, English Comp./IVC	576.30	08/10/15-12/16/15
Scherger, Deanna	Co-Coordinator, English Comp./IVC	576.30	01/19/16-05/23/16
¹¹ Schermerhorn, B.	Co-Chair, Real Estate/SC	1,451.25	01/19/16-05/23/16
Smith, Basil	Chair, Humanities/Philosophy/SC	2,031.75	01/19/16-05/23/16

⁸ Spouse of Lucas Ochoa, Speech Instructor, Saddleback College

⁹ Spouse of Heidi Ochoa, Speech Instructor/Forensics Coach, Saddleback College

¹⁰ Spouse of Diane Pestolesi, Nursing Instructor, Saddleback College

¹¹ Son-in-law of Martin Welc, Real Estate Instructor, Saddleback College

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2015/2016 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Smith, Christina	Chair, Education/SC	1,451.25	01/19/16-05/23/16
Smith, Jeanne	Chair, Mathematics/SC	8,417.25	01/19/16-05/23/16
Smith, Kathryn A.	Faculty Professional Dev./SC	500.00	08/17/15-12/16/15
Smith, Maureen	Coordinator, Geography Lab/SC	1,741.50	01/19/16-05/23/16
Stankovich, K.	Chair, Speech/SC	3,192.75	01/19/16-05/23/16
Steinriede, Lindsay	Chair, Health/SC	1,161.00	01/19/16-05/23/16
Stephens, Blake	Chair, Architecture/Drafting/SC	4,644.00	01/19/16-05/23/16
Stevenson, Glen	Chair, Rapid Manufacturing/SC	1,741.50	01/19/16-05/23/16
Stevenson, William	Coordinator, English Comp./SC	3,442.00	01/19/16-05/23/16
Swenson, Sarah	PDE Choreographer/IVC	1,800.00	09/01/15-12/04/15
¹² Tabibzadeh, Kiana	Co-Chair, Physical Sciences/IVC	2,612.25	01/19/16-05/23/16
Tamer, Rita	Chair, American Sign Language/SC	1,741.50	01/19/16-05/23/16
Tamialis, Barbara	Chair, Child Dev./SC	5,224.50	01/19/16-05/23/16
Teh, Steve	Co-Chair, Biology/SC	2,322.00	01/19/16-05/23/16
Thomas, Arlene	Chair, Int. Dsgn/Travel/Tourism/SC	2,902.50	01/19/16-05/23/16
Titus, Jodi	Chair, Geography/IVC	1,451.25	01/19/16-05/23/16
Tucker, Kari	Chair, Psychology/IVC	2,322.00	01/19/16-05/23/16
Twicken, Lawrence	Chair, Political Science/SC	1,741.50	01/19/16-05/23/16
Urell, Bob	Chair, Business Science/IVC	6,385.50	01/19/16-05/23/16
Vargas, J. Edmundo	Faculty Professional Dev./SC	500.00	08/17/15-12/16/15
Vogel, Jeffrey	Co-Chair, Reading/SC	1,451.25	01/19/16-05/23/16
Walsh, Dan	Chair, Geography/SC	2,031.75	01/19/16-05/23/16
Wegenek, Amira	Chair, Psychology/SC	580.50	01/19/16-05/23/16
¹³ Welc, Martin	Co-Chair, Real Estate/SC	1,451.25	01/19/16-05/23/16
Wetlesen, Sandra	Faculty Professional Dev./SC	500.00	08/17/15-12/16/15
White-Alcover, S.	Chair, Medical Assisting/SC	1,741.50	01/19/16-05/23/16
Williams, Jake	Coordinator, Writing Center/SC	1,721.00	01/19/16-05/23/16
Wolff, Michele	Coordinator, AHA Training Ctr/SC	1,136.00	01/19/16-05/23/16
Wolken, Matthew	CTE Coordinator, Engineering/IVC	2,322.00	01/19/16-05/23/16
Wolken, Matthew	Chair, Drafting/Engineering/IVC	2,031.75	01/19/16-05/23/16
Yassine, Amina	Co-Chair, Int'l Languages/SC	754.65	01/19/16-05/23/16
Monthly Total: General Fund		\$350,618.49	
2015-2016 FISCAL YEAR TOTAL TO DATE		\$848,264.42	

¹² Spouse of Glenn Roquemore, President, Irvine Valley College

¹³ Father-in-law of Brockton Schermerhorn, Real Estate Instructor, Saddleback College

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 2015/2016 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Barr, Pam	Multiple Measures Training/SC	100.00	12/04/15-12/04/15
Bauer, Jill	BSI ESL Workshops/IVC	250.00	08/10/15-12/16/15
Betts, Bob	BSI ESL Workshops/IVC	250.00	08/10/15-12/16/15
Bothwell, Dustin	Tutoring Program Project/SC	3,845.00	08/17/15-12/16/15
Cayanan, Nathan	BSI ESL Workshops/IVC	250.00	08/10/15-12/16/15
Choo, Brooke	Coordinator, SEP SI/IVC	1,163.00	06/01/15-08/08/15
Coleman, Catherine	BSI ESL Workshops/IVC	250.00	08/10/15-12/16/15
DePaoli, Lisa	BSI Project/SC	69.92	10/16/15-10/16/15
deRoulet, Dan	Participant, WR 399 Project/IVC	500.00	01/12/16-05/23/16
Do, Anhvy	BSI ESL Workshops/IVC	250.00	08/10/15-12/16/15
Elston, Lisa	Facilitator, Fashion a la Mode/SC	200.00	11/20/15-11/20/15
Engels, Michael	Multiple Measures Training/SC	100.00	12/04/15-12/04/15
Frydenberg, Jia	BSI Project/SC	69.92	10/16/15-10/16/15
Gee, Caroline	BSI Project/SC	69.92	10/16/15-10/16/15
Geers, Susan	BSI Project/SC	69.92	10/16/15-10/16/15
Geil, Shane	Facilitator, Fashion a la Mode/SC	200.00	11/20/15-11/20/15
Goulding, Carrie	BSI Project/SC	1,048.80	08/17/15-12/09/15
Gray Mattoon, M.	Participant, WR 399 Project/IVC	500.00	01/12/16-05/23/16
Gustafson, Michelle	Multiple Measures Training/SC	100.00	12/04/15-12/04/15
Harrison, Milagros	BSI Project/SC	69.92	10/16/15-10/16/15
Hill, Douglas	BSI Project/SC	69.92	10/16/15-10/16/15
Johnson, Jeffrey	Participant, WR 399 Project/IVC	750.00	01/12/16-05/23/16
Kaminsky, Rebecca	Curriculum, WR 399 Project/IVC	667.00	01/12/16-05/23/16
Kane, Christopher	BSI ESL Workshops/IVC	500.00	08/10/15-12/16/15
Knapp, Rebecca	BSI Project/SC	69.92	10/16/15-10/16/15
Knoll, Melissa	Participant, WR 399 Project/IVC	500.00	01/12/16-05/23/16
Major, Nicole	BSI Project/SC	69.92	10/16/15-10/16/15
Martinez, Marc	Facilitator, Fashion a la Mode/SC	200.00	11/20/15-11/20/15
McGirr, Julie	BSI Project/SC	69.92	10/16/15-10/16/15
McGroarty, Diane	Director, Fashion a la Mode/SC	400.00	10/01/15-11/30/15
Meyer, Kurt	Participant, WR 399 Project/IVC	500.00	01/12/16-05/23/16
Murray, Pete	BSI Project/SC	69.92	10/16/15-10/16/15
Nowland, Judith	Facilitator, Fashion a la Mode/SC	200.00	11/20/15-11/20/15
Pearlman, Randy	BSI ESL Workshops/IVC	250.00	08/10/15-12/16/15
Ponzillo, Gizelle	BSI ESL Workshops/IVC	250.00	08/10/15-12/16/15
Ramirez, Christian	BSI ESL Workshops/IVC	250.00	08/10/15-12/16/15
Russell, Vanessa	BSI ESL Workshops/IVC	250.00	08/10/15-12/16/15
Serpas, Summer	Director, WR 399 Project/IVC	1,700.00	01/12/16-05/23/16
Stevenson, Glen	GD&T Training/SC	2,178.00	08/21/15-09/25/15
Tanriverdi, Fawn	Faculty Coord, EOPS-CARE/IVC	3,442.00	01/29/16-05/23/16
Titus, Jodi	SRM Curriculum Revisions/IVC	750.00	08/10/15-12/16/15
Titus, Jodi	Faculty Lead, SRM/IVC	2,750.00	08/10/15-12/16/15
Tran, Lisa	BSI Project/SC	69.92	10/16/15-10/16/15
Tran, Tiffany	HS Articulation, CATEMA/IVC	3,483.00	08/10/15-12/16/15

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for 2015/2016 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Vago, Malia	Director, Fashion a la Mode/SC	1,000.00	10/01/15-11/30/15
Williams, Sherry	Participant, WR 399 Project/IVC	500.00	08/10/15-12/16/15
Witt, Jason	Participant, WR 399 Project /IVC	500.00	01/19/16-05/23/16
Wolken, Matt	Director, NSF iUSE Project/IVC	3,870.00	08/10/15-12/16/15
Zarei, Anahita	Facilitator, Elec. Automation/IVC	2,500.00	01/19/16-05/23/16
Zimmerman, Ray	BSI Project/SC	69.92	10/16/15-10/16/15
Monthly Total: Categorical/Non-General Fund		\$37,485.84	
2015-2016 FISCAL YEAR TOTAL TO DATE		\$264,227.02	

D. REVISION TO QUALIFICATIONS OF ACADEMIC ADMINISTRATIVE POSITION

1. DEAN OF TRANSFER, CAREER AND SPECIAL PROGRAMS, Pos #4631, Office of Student Services, Saddleback College, Academic & Classified Administrators/Classified Managers Salary Range 22 (Academic Administrator), seeks authorization to revise the experience, under the qualifications section, to this full-time position, effective November 17, 2015. (Exhibit B, Attachment 3)

ATTACHMENT 1

NAME: DIANE PESTOLESI

POSITION: ASSISTANT DEAN, HEALTH SCIENCE AND HUMAN SERVICES/
DIRECTOR OF NURSING
Health Science and Human Services
Saddleback College

EDUCATION:
D.N.P. Nursing Practice
Western University of Health Sciences
Pomona, CA

M.S.N. Nursing
California State University, Dominguez Hills
Dominguez Hills, CA

B.S.N. Nursing
University of Hawaii
Manoa, HI

EXPERIENCE

Dr. Pestolesi, has been a nursing instructor at Saddleback College since 1996, and an assistant director/department chair of the nursing program since 2005. She has co-authored self-study reports for the California BRN and the National League for Nursing and has chaired the nursing curriculum committee. As a nursing professor, she has served as the team leader and primary theory instructor for the medical surgical and advanced medical surgical teaching teams. She also served as the Interim Assistant Dean of Health Science and Human Services/Director of Nursing in 2008-2009. She has served as a consultant and mentor to associate degree nursing programs and numerous faculty throughout Orange County and has taught theory and clinical nursing courses at Concordia University and Golden West College. Dr. Pestolesi worked clinically as a Registered Nurse in the Intensive Care Unit and as an educator at Hoag Hospital in Newport Beach. She served as the Standard I Chair for Saddleback College's ACCJC self-evaluation and accreditation in 2010 and 2017.

HONORS/AWARDS:

- Recognized by the Carnegie Foundation for the Advancement of Teaching (Benner et.al) as one of three paradigm cases of expert teachers in nursing in the "National Nursing Education Study," Featured in Benner, P., Sutphen, M., Leonard, V., & Day, L. (2009) *Educating Nurses: A Call for Radical Transformation*. San Francisco: Jossey-Bass.
- Saddleback College President's Award for Leadership and Innovation 2009
- Dean's Award for excellence in Doctoral Education in 2014 from Western University of Health Sciences

LICENSES AND CERTIFICATES:

Registered Nurse – California; Clinical Nurse Educator (CNE) 2008 – Present; Certified Neuroscience Registered Nurse (CNRN) 1994 – 1999; Advanced Cardiac Life Support (ACLS) Provider/Instructor – 1992 – Present; Critical Care Registered Nurse (CCRN) 1987 - Present

PROFESSIONAL AFFILIATIONS:

- National League for Nursing (NLN)
- American Association for Critical Care Nursing (AACN)
- California Organization for Associate Degree Nursing Directors (COADN)

ATTACHMENT 2

NAME: VANESSA MARQUEZ

POSITION: COUNSELING
Learning Disabilities Specialist/DSPS Counselor
Irvine Valley College
Full-Time, Tenure Track

EDUCATION:

M.S. Assistive Technology Studies & Human Services
California State University, Northridge
Northridge, CA

B.S. Kinesiotherapy
California State University, Long Beach
Long Beach, CA

EXPERIENCE:

Ms. Marquez has worked part-time as a Learning Disabilities Specialist/Disabilities Counselor at Irvine Valley College and as a Disability Specialist at East Los Angeles College. Most recently, Ms. Marquez worked full-time as a Disability Specialist at Los Angeles Valley College; her focus was to seek assistive technology solutions for students with varying needs and abilities.

Ms. Marquez graduated from California State University, Long Beach with a Bachelor of Science degree in Kinesiotherapy and soon after worked helping people with neurological and physical disabilities to improve their strength, endurance and flexibility. In 2012, she received her Master of Science degree in Assistive Technology Studies and Human Services at California State University, Northridge (CSUN). During her last semester at CSUN, she was instrumental in piloting a universal design for assistive technology project at Los Angeles City College. Ms. Marquez went on to receive a certificate in Adults with Learning Disabilities and is certified to administer psycho-educational and psychological assessments in California community colleges.

LICENSES AND CERTIFICATES:

- California Community Colleges Learning Disabilities Eligibility Service Model Certification.
- Adults with Learning Disabilities Certificate (Sacramento State University)

PROFESSIONAL AFFILIATIONS:

- The California Association for Postsecondary Education and Disability (CAPED)

ATTACHMENT 3

South Orange County Community College District

DEAN OF TRANSFER, CAREER AND SPECIAL PROGRAMS

Saddleback College, Integrated Academic/Classified Administrators/Managers Salary Schedule Range 22
(Academic Administrator)

DEFINITION

Serve as administrator and supervisor of transfer and career services for the Student Services division of the college, including veterans education and transition services (VETS Center), career and re-entry services, transfer center, extended opportunities programs and services (EOPS), cooperating agencies resources for education (CARE), CalWORKs and disabled students programs and services (DSPS); provide leadership to develop, organize and implement the division's goals and objectives; provide leadership to plan, develop, organize, schedule, direct, improve and evaluate the assigned division's programs, services and activities in consultation with the Vice President of Student Services, other deans, faculty and classified staff and ensure the timely, accurate and legal maintenance, storage, retrieval and release of all records associated with assignment.

To foster a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the District; lead by example; actively participate in and support District-wide participatory governance components and activities and other collaborative processes; encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Vice President for Student Services or the President's designee.

Exercises functional and technical supervision over academic, professional and classified staff as assigned.

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

Provide leadership in the administration of transfer and career services of the student services division of the college, including personnel management, in accordance with laws, regulations, district policy and collective bargaining agreements; direct and evaluate the programs and services assigned to transfer and career services, which currently include veterans education and transition services (VETS Center), career and re-entry services, transfer center, extended opportunities programs and services (EOPS), cooperating agencies resources for education (CARE), CalWORKs and disabled students programs and services (DSPS).

May serve as the vice president's designee for student discipline if assigned; promote the resolution of disciplinary issues through the college's internal process and assure the fair, consistent and objective enforcement of policies and regulations governing student conduct.

When assigned, oversee categorically-funded programs with large student population, several budgets, diverse staffing range categories with differing contracts and a large volunteer core due to the lack of funds for the state disbursements; hire, evaluate, schedule, and oversee employees and volunteers; resolve personnel and student issues and challenges, involving discipline, remediation, and counseling.

Serve as risk manager related to assigned programs and determine choice between over spending the allotted budget or leaving the institution open for liability; serve as a community liaison for assigned programs and off campus partners and supporters, nourishing relationships to enable programs to function at current budget

South Orange County Community College District
Dean of Transfer, Career and Special Programs
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levels; attend off campus meetings and community events to ensure the building of measurable returns for assigned programs.

Analyze, interpret and monitor the student success rates of assigned programs and student preparedness and recommend change as needed.

Participate in the development of the College's strategic plan, communicating the needs, goals, plans and overall role of areas of assignment.

Lead, direct and approve the planning, development, organizing, scheduling, direction, performance and evaluation of the programs and services of Student Support Services.

Lead assigned division in planning, program development and performance of the mission and in carrying out the College's mission, goals and objectives.

Formulate and develop long and short-range goals and strategic plans, including staffing, facilities, curriculum and educational philosophy; assure consistency of plans with other college and district plans; prepare long-range plans and statements of goals and objectives.

Communicate with college, district, state, and federal personnel to coordinate Student Support Services needs, programs, services and activities; resolve conflicts and issues and develop new and effective programs and services as needed; provide leadership in delivery of services for Student Support Services.

Develop, prepare, submit, administer, monitor and review annual program budgets for assigned division, including annual budget requests for equipment, supplies and personnel; direct the acquisition, maintenance and use of both instructional and non-instructional equipment; and maintain an equipment-replacement plan; direct the maintenance of adequate records and controls to assure Student Support Services expenditures and operations remain within established budget limitations; monitor and approve purchase requisitions and prepare agenda items for Board approval as needed.

Direct fundraising and financial development for area of assignment; disseminate information about the availability of external funding; communicate with administrators and others regarding grants relevant to Student Support Services; provide information concerning specific funding sources; coordinate timelines and protocol for grants.

Direct, oversee, review, monitor and evaluate assigned grants, ensuring that implementation and management are according to grant guidelines and that grant budgets are developed and maintained according to legal requirements and district procedures.

Direct the preparation and maintenance of detailed and comprehensive reports, records and files regarding instructional division personnel, facilities, and activities.

Train, supervise and evaluate the performance of assigned probationary and tenured academic and classified staff in keeping with the policies of the Board of Trustees and administrative procedures; visit classroom/work sites and observe and evaluate methods and effectiveness.

Participate in the selection of new academic and classified staff and temporary professional staff in accordance with District policies and legal requirements.

South Orange County Community College District
Dean of Transfer, Career and Special Programs
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Interface with the community and external agencies in all matters of community relations associated with Student Support Services.

Organize, attend or chair a variety of administrative and staff meetings related to strategic planning, budget, advisory committees and other activities; participate in consultation, participatory governance and appropriate advisory committee meetings and provide in-service and workshops for employees.

Supervise the planning, organization and arranging of appropriate staff development programs and activities for academic and classified staff; orient new employees and direct the implementation of flex time procedures when appropriate.

Direct and approve program development; direct the acquisition, maintenance, and use of Student Support Services equipment; and maintain an equipment and technology replacement plan.
Identify facility needs and help direct planning for the movement, creation or elimination of facilities for programs.

Promote and coordinate a variety of programs and services and arrange for the development of promotional materials and college publications; manage assigned facilities and approve all assigned facilities usage.

Attend workshops, professional conferences, and trade shows for program planning and development; serve on a variety of campus, district, community, and state committees; and meet with representatives of business, industry, and local government.

Maintain current knowledge of instructional methods and new technologies pertinent to assigned division; monitor legislation, new state education code regulations and other state guidelines to determine instructional program impact.

Provide leadership and advocacy to enhance innovation and participation in issues related to areas of assignment to ensure student success; communicate the changing expectations, trends and needs of educational preparation effectively to college personnel.

Assist the Vice President for Student Services in the resolution of student and faculty concerns related to Student Support Services.

Create a positive campus climate that fosters innovation in programs and services for Student Support Services; work with the community, business, industry and other educational institutions to promote assigned division; contribute to the development and implementation of a coordinated outreach, marketing and public relations process and plan for assigned student services programs and services.

Provide direction for the development of new programs and services and coordinate program approvals as appropriate.

Work collaboratively and develop partnerships/agreements with advisory boards, professional associations, K-12 and transfer institutions, business and industry; cultivate and promote positive and substantive relationships with local business and industry; serve as a leader of and advocate for the College within the business community.

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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 Master's degree from an accredited college or university with emphasis in a discipline within the Student Services division. An earned doctorate from an accredited college or university is preferred.

Experience:

At least five years of increasingly responsible student support services experience, including three years of program management and budgeting experience, at least two years of supervisory experience and evidence of a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, physically challenged, and ethnic backgrounds of community college students.

Desirable Experience:

Administrative leadership experience in the development, organization, and management of two or more student services programs, including at least one program area related to this assignment.

Licenses and other Certification:

Valid California driver's license.

Knowledge of:

A community college system.

All divisions and their inter-relationships; a thorough knowledge of the various student services required to support and enhance instruction.

Applicable District policies and local, State and federal laws, codes and regulations, including Title V and California Education Code Rehabilitation Act Section 504; ADA; Board Policy and Administrative Regulations; VA Policy.

Basic data collection and analysis related to student learning outcomes, retention, and success.

California Community Colleges basic skills initiative.

Community relations and external resource development.

Computer systems and software applications related to Student Support Services.

District safety policies and procedures.

Evidence of sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of students, academic and classified staff.

Evidence of understanding and experience with the principles of collegial consultation.

Interpersonal skills including tact, patience and diplomacy.

Management techniques that encourage creativity, improve efficiency and increase productivity.

Oral and written communication skills.

Organizational and management practices as applied to assigned division.

Participatory governance process and venue fostering open communication among divisions, programs and services.

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Principles and practices of budget preparation and management.
Principles and practices of training and supervision.
Principles of program evaluation, student assessment, and organizational development.
Role and purpose of technological systems in providing online instruction, program support and student services.
Team-oriented leadership style.
Web page design, Blackboard and/or other course management systems, and other instructional and student services software.

Ability to:

Advocate for transfer, career and special program needs.
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Assess, manage, implement, use and apply technology in the management and delivery of assigned student services programs.
Assist in forecasting current and future needs and costs affecting Student Support Services.
Collect, compile and analyze data.
Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside of the District.
Demonstrate commitment to academic and professional excellence.
Demonstrate flexibility and adaptability.
Develop markets and promotional strategies for programs and services related to Student Support Services.
Develop, prepare and administer program budgets.
Embrace and work effectively within a system of participatory governance.
Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.
Establish and maintain effective, harmonious, and collaborative relationships with a diverse population of students, staff and community.
Exercise initiative and work independently.
Exercise judgment or choice among possible actions, sometimes without clear precedents and often with concern for the consequences of the action.
Interact effectively with diverse students, academic and classified administrators and staff.
Interpret, analyze, apply and explain applicable local, State and federal laws and regulations.
Interpret, apply and explain applicable District policies and procedures.
Lead, train, supervise, and evaluate assigned staff.
Learn District and College organization, operations and objectives.
Manage complex budgets including grants.
Operate computer/applications software, including database management, spreadsheet, word processing and software related to assigned instructional division.
Operate modern office equipment such as computer, printer, calculator, copier and facsimile machine.
Perform with tact, patience and sensitivity.
Plan and organize work.
Plan, evaluate and supervise delivery of instructional programs and strategies.
Plan, organize, coordinate, manage and expedite assigned projects and activities related to assignment in a manner conducive to full performance and high morale.
Prepare oral and written reports and recommendations.

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Dean of Transfer, Career and Special Programs
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- Provide leadership, training, and support for faculty who wish to explore innovative approaches to student learning using instructional technology.
- Read, interpret, and explain laws, rules and regulations, and develop and implement personnel policies and procedures.
- Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.
- Represent the college at the community, State and national levels.
- Resolve conflicts and solve problems.
- Serve as an effective management team member.
- Train and provide supervision and work direction to others as assigned.
- Use independent judgment in the interpretation and application of rules, regulations, policies and procedures.
- Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.
- Work collaboratively with administration, classified management, faculty, staff and students.
- Work effectively in a fast paced environment with numerous interruptions.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

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

Work Environment

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

Physical Demands

The incumbent regularly sits for long periods, walks short distances on a regular basis, travels to various locations to visit instructional sites, attend meetings and conduct work; uses hands and fingers to operate an electronic keyboard or other office machines; reaches with hands and arms, speaks clearly and distinctly to answer telephones and to provide information; sees to read fine print and operate computer; hears and understands voices over telephone and in person; and lifts, carries, and/or moves objects weighing up to 10 pounds.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: 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 and Exhibit B.

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. PROKOPIN, ADAM is to be employed as Dispatcher/Records, Pos. #5080, Office of Campus Safety and Security, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 119, Step 1, 40 hours per week, 12 months per year, effective November 3, 2015. This is a replacement for James Palmer.
- b. CRABB, EMILY is to be employed as Library Technician, Pos. #1276, Library Services, Division of Online Education and Learning Resources, Saddleback College, Classified Bargaining Unit Salary Schedule Range 125, Step 1, 40 hours per week, 12 months per year, effective November 2, 2015. This is a replacement for Laura Bellin.
- c. CREWS, SHERRELL DEAN is to be employed as Senior Research and Planning Analyst (16% Categorical), Pos. #4972, Office of Research, Planning and Accreditation, Saddleback College, Classified Bargaining Unit Salary Schedule Range 144, Step 1, 40 hours per week, 12 months per year, effective October 26, 2015. This is a replacement for Christos Korgan. 84% of position is funded through general funds and 16% is funded through CAI. Employment for 16% portion of position is contingent upon CAI funding.
- d. PAKSHIR, FIROOZEH is to be employed as Child Development Specialist, Pos. #3555 Children's Center, Office of Student Services, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 122, Step 1, 27.5 hours per week, 12 months per year, effective November 30, 2015. This is a replacement for Lido Garcia.
- e. POSTHUMA, DANIEL is to be employed as Laboratory Technician, Reading, Pos. #3300, Division of Liberal Arts, Saddleback College, Classified Bargaining Unit Salary Schedule Range 122, Step 1, 25 hours per week, 11 months per year, effective November 2, 2015. This is a replacement for Denise Green.
- f. RODRIGUEZ, ADALBERTO is to be employed as Extended Opportunity Program Specialist, Pos. #3483, Extended Opportunity Programs and Services, School of Guidance and Counseling, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 121, Step 1, 40 hours per week, 12 months per year, effective December 1, 2015. This is a replacement for Maria Hanson.
- g. SHARMA, MAMTA is to be employed as Child Development Specialist, Pos. #3515 Children's Center, Office of Student Services, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 122, Step 1, 27.5 hours per week, 12 months per year, effective October 29, 2015. This is a replacement for Angel Vitale.

A. NEW PERSONNEL APPOINTMENTS - Continued

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>
Andrade, Dyami	Laboratory Tech, Life/ Phys. Sci/IVC	122/1	10/12/15-06/30/16
¹ Araiza, Alberto	Network Systems Technician II/SC	136/1	09/14/15-06/30/16
² England, Leah	Senior Administrative Assistant/SC	127/1	10/09/15-06/30/16
Harris, Leslie	Laboratory Tech, Life/ Phys. Sci/IVC	122/1	10/12/15-06/30/16
³ Inlow, Bruce	Custodian/SC	113/1	10/08/15-06/30/16
Juarez, Roberto	Custodian/SC	113/1	10/08/15-06/30/16
⁴ Luna Toledo, Juan	Custodian/SC	113/1	10/01/15-06/30/16
Myers, Anne	Accounting Specialist/DS	127/1	10/14/15-06/30/16
Schaefer, Emily	Administrative Assistant/SC	121/1	10/23/15-06/30/16
Vigueras, Carla	Ticket Office Operations Manager/IVC	122/1	10/12/15-06/30/16

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2015/2016** 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>
Aguilar, Nathaniel	Project Specialist/DS	12.00	09/25/15-06/30/16
Aguirre, Brian	Project Specialist/SC	14.00	09/14/15-06/30/16
Balicki, John	Cam. Security Officer/ ST/SC	12.00	09/30/15-06/30/16
Boukather, P.	Project Specialist/SC	12.00	10/05/15-06/30/16
Canova, Reed	Project Specialist/SC	15.00	10/23/15-06/30/16
Chan, Michael	Project Specialist/IVC	20.00	07/15/15-06/30/16
Chen, Shujuan	Project Specialist/SC	12.50	09/15/15-06/30/16
Cihelka, Susan	Project Specialist/SC	12.00	10/02/15-06/30/16
Cubillos Bezanilla, Sandra	Project Specialist/SC	18.00	08/03/15-06/30/16
Daniels, Breanna	Project Specialist/SC	13.50	08/11/15-06/30/16
Firouzabadi, Lili	Clerk/SC	11.00	10/12/15-06/30/16
Gamart, Jennifer	Project Specialist/SC	12.00	10/05/15-06/30/16
Gomez, Fermin	Outreach Aide/SC	11.50	07/01/15-06/30/16
Gore, Lisa	TMD Aide/IVC	20.00	10/01/15-06/30/16
Greenup, Breanna	Project Specialist/DS	12.00	09/01/15-06/30/16
Hilton, John	Project Specialist/SC	18.00	10/27/15-06/30/16
Houck, Dustin	Project Specialist/SC	10.50	10/15/15-06/30/16

¹ Related to Jose Araiza, Groundskeeper, Office of Physical Plant, Saddleback College.

² Related to Darren England, Senior Matriculation Specialist, Division of Admissions, Records & Enrollment Services, Saddleback College.

³ Related to Lisa Inlow, Culinary Arts Instructor, Division of Advance Technology and Applied Sciences, Saddleback College.

⁴ Related to Luz Luna, Laboratory Technician, Computers, Division of Online Education and Learning Resources, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2015/2016** 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>
Huddleston, Nicole	Project Specialist/SC	14.00	10/01/15-06/30/16
Jimenez, Bridger	Project Specialist/IVC	35.00	10/15/15-06/30/16
Juarez, Natalie	Project Specialist/SC	14.00	10/23/15-06/30/16
Luu, Minh	Project Specialist/IVC	10.50	09/23/15-06/30/16
Martin, Brian	Project Specialist/SC	15.00	08/17/15-06/30/16
Martin, Mary	Clerk/SC	14.00	11/30/15-06/30/16
Martinez, Angelica	Project Specialist/SC	12.00	10/05/15-06/30/16
Murtada, Rola	Project Specialist/IVC	14.00	10/19/15-06/30/16
Olamendi, Esmeralda	Project Specialist/SC	13.50	10/15/15-06/30/16
Ponce, Marlene	Project Specialist/IVC	16.00	10/01/15-06/30/16
Pozzo, Marisa	Project Specialist/SC	14.00	10/08/15-06/30/16
Quintana, Yvonne	Project Specialist/SC	16.00	10/15/15-06/30/16
Racino, Christopher	Project Specialist/SC	15.00	07/01/15-06/30/16
Salguero G, Carol	Project Specialist/IVC	14.00	10/19/15-06/30/16
Snyder, Deborah	Project Specialist/SC	15.00	10/12/15-06/30/16
Solis Granados, Isaac	Project Specialist/SC	10.50	10/15/15-06/30/16
Teeter, Natalie	Project Specialist/DS	12.00	09/29/15-06/30/16
Tuccinardi, Kirstin	Project Specialist/SC	20.00	10/12/15-06/30/16
Vander Hayden, Grant	Project Specialist/DS	12.00	10/08/15-06/30/16
Vang, Elisabeth	Project Specialist/DS	12.00	10/05/15-06/30/16
Webb, Zariah	TMD Aide/IVC	11.50	09/14/15-06/30/16

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 **2015/2016** academic year.

<u>Name</u>	<u>Start/End Date</u>
Beglarzadeh, Pasha	10/13/15-06/30/16
Berrios, Willis	09/21/15-06/30/16
Escobar Flores, Isabel	10/13/15-06/30/16
Flores, Jesse	09/25/15-06/30/16
Garcia Contreras, Rogelio	10/15/15-06/30/16
Huerta, Luis	10/15/15-06/30/16
Klett, George	09/29/15-06/30/16
Kosmala, Mikayla	09/21/15-06/30/16
Qureshi, Kinza	09/29/15-06/30/16
Shahili, Mohammad	09/29/15-06/30/16
Wehan, Clare	10/07/15-06/30/16

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 **2015/2016** 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>
Abel, Aaron	Tutor/IVC	15.00	09/10/15-06/30/16
Calzada, Laurie	Certified Test Proctor/IVC	11.50	07/01/15-06/30/16
Czechorosky, Tonia	Model/IVC	22.00	10/07/15-06/30/16
Davis, Nicole	Community Education Presenter/SC	68.89	06/30/15-06/30/16
Dixon, Perry	Tutor/SC	12.00	10/08/15-06/30/16
Eckhart, Sherry	Model/IVC	22.00	10/14/15-06/30/16
Evelyne, Jovita	Tutor/IVC	10.00	10/06/15-06/30/16
Garcia, Alexis	Tutor/IVC	13.00	10/12/15-06/30/16
Khosravi, Pooya	Tutor/IVC	12.00	09/29/15-06/30/16
Lapham, Jennifer	Certified Test Proctor/IVC	11.50	07/01/15-06/30/16
Marano, Toni	Tutor/SC	12.00	10/14/15-06/30/16
⁵ McClusky, Nathan	Tutor/SC	12.00	09/15/15-06/30/16
Mostafa, Sheela	Medical Professional/SC	35.00	10/01/15-06/30/16
Nguyen, Michael	Tutor/SC	12.00	10/15/15-06/30/16
Ossia, Kamran	Tutor/SC	12.00	09/29/15-06/30/16
Romero, Yvette	Captionist (Real-Time)/IVC	35.00	10/15/15-06/30/16
Stinson Jr., Richard	Workforce Trainer/IVC	72.00	09/28/15-06/30/16

B. AUTHORIZATION TO ELIMINATE CLASSIFIED POSITION AND/OR POSITION NUMBERS

1. GRAPHIC DESIGNER, Pos. #3959, Classified Bargaining Unit Salary Schedule Range 130, Public Affairs and Government Relations, Office of the Chancellor, District Services seeks authorization to eliminate this full-time, 30 hours per week, 12 months per year position from its staff complement, effective January 1, 2016. (Position approved: October 27, 2008)

C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

1. SENIOR GRAPHIC DESIGNER/PUBLICATIONS EDITOR, Classified Bargaining Unit Salary Schedule Range 136, Public Affairs and Government Relations, Office of the Chancellor, District Services, seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its complement, effective November 17, 2015.

⁵ Related to Georganne McClusky, Senior Administrative Assistant, Emeritus Institute, Saddleback College.

D. AUTHORIZATION TO REVISE THE CLASSIFIED TEMPORARY NON-BARGAINING UNIT SALARY SCHEDULES

1. Approval is requested to increase the District's minimum wage from \$9.50 to \$10.50 per hour on the Non-Bargaining Unit Salary Schedules for 2015-2016, effective December 15, 2015. (Exhibit B, Attachment 1)

E. CHANGE OF STATUS

1. **CLASSIFIED EMPLOYMENT** (Information Items – Pursuant to Board Policy 4002.1)
 - a. ⁶LOPEZ, MARIA, ID #001940, International Student Program Specialist, Pos. #3342, Classified Bargaining Unit Salary Schedule Range 129, Step 6, 40 hours per week, 12 months per year, International Student, School of Admissions, Records and Enrollment Services, Irvine Valley College, has been granted a temporary District initiated transfer to International Student Program Specialist, Pos. #3535, Classified Bargaining Unit Salary Schedule Range 129, Step 6, 40 hours per week, 12 months per year, International Student, Division of Admissions, Records and Enrollment Services, Saddleback College, effective October 19, 2015. This is a temporary transfer in accordance with Article 13.6 of the C.S.E.A. Contract.
 - b. MESRI, RANIA, ID #018224, Career Services Technician, Pos. #3487, Classified Bargaining Unit Salary Schedule Range 121, Step 5, 40 hours per week, 12 months per year, Division of Transfer, Career and Special Programs, Saddleback College, is to be employed as Program Outreach Specialist, Pos. #5206, Classified Bargaining Unit Salary Schedule Range 131, Step 1, 40 hours per week, 12 months per year, Outreach, Division of Community Education, Emeritus Institute and K-12 Partnerships, Saddleback College, effective November 9, 2015. This position was approved by the Board of Trustees on April 27, 2015.

F. TEMPORARY INCREASE IN HOURS

1. LUDS, DENISE, 019417, Program Specialist, Categorical, Pos. #4935, Classified Bargaining Unit Salary Schedule Range 130, Step 2, 24 hours per week, 12 months per year, Community Education, Division of Community Education, Emeritus Institute, and K-12 Programs, Saddleback College, has been given a temporary increase in hours to 40 hours per week, effective November 2, 2015 through January 29, 2016.
2. SEARCY, ARRON, 016576, Program Specialist, Categorical, Pos. #4936, Classified Bargaining Unit Salary Schedule Range 130, Step 2, 24 hours per week, 12 months per year, Community Education, Division of Community Education, Emeritus Institute, and K-12 Programs, Saddleback College, has been given a temporary increase in hours to 40 hours per week, effective November 2, 2015 through January 29, 2016.

⁶ Correction to pay range from item presented to the Board of Trustees on the October 26, 2015.

F. TEMPORARY INCREASE IN HOURS - Continued

3. WOOLFENDEN, ROBERT, 002171, Library Assistant I, Pos. #3618, Classified Bargaining Unit Salary Schedule Range 115, Step 6, 10 hours per week, 12 months per year, Division of Online Education and Learning Resources, Saddleback College, has been given a temporary increase in hours to 15.5 hours per week, effective October 10, 2015 through December 12, 2015.

G. OUT OF CLASS ASSIGNMENTS

1. DISTRICT SERVICES placed the following permanent Classified Bargaining Unit employee/s in a temporary, out of class assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A Contract).

<u>Name</u>	<u>Temporary Assignment</u>	<u>Range/</u> <u>Step</u>	<u>Hours</u>	<u>Effective</u> <u>Date</u>
Felli, Kristin	Program Senior Accounting Specialist	131/5	40	10/06/15
Han, Jackie	Senior Accounting Specialist	131/2	40	11/01/15

2. IRVINE VALLEY COLLEGE placed the following permanent Classified Bargaining Unit employee/s in a temporary, out of class assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A Contract).

<u>Name</u>	<u>Temporary Assignment</u>	<u>Range/</u> <u>Step</u>	<u>Hours</u>	<u>Effective</u> <u>Date</u>
Burnett, Richard	Utility Custodian	117/6	40	10/16/15

3. SADDLEBACK COLLEGE placed the following permanent Classified Bargaining Unit employee/s in a temporary, out of class assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A Contract).

<u>Name</u>	<u>Temporary Assignment</u>	<u>Range/</u> <u>Step</u>	<u>Hours</u>	<u>Effective</u> <u>Date</u>
Cramer, Emily	Development Assistant I	128/1	40	11/1/15

H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. CAGNEY, KATIE, ID #019366, Development Associate, TDAD, Categorical, Pos. #5040, Classified Bargaining Unit Salary Schedule Range 138, Step 2, 40 hours per week, 12 months per year, Office of College Foundation, Saddleback College, resignation October 30, 2015. Payment is authorized for any compensated time off. (Permanent Start date: September 3, 2013)
2. CLASEN, CHRISTINA, ID #020575, Accounting Assistant, Pos. #4310, Classified Bargaining Unit Salary Schedule Range 118, Step 2, 25 hours per week, 12 months per year, Office of Fiscal Services, Irvine Valley College, conclusion of employment effective October 20, 2015. Payment is authorized for any compensated time off. (Probationary Start date: October 27, 2014)

H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT - Continued

3. GATES, STEPHANIE, ID #015939, Health Center Nurse, Pos. #5273, Classified Bargaining Unit Salary Schedule Range 136, Step 2, 20 hours per week, 10 months per year, Student Health and Wellness Center, Office of Student Services, Irvine Valley College, resignation effective October 30, 2015. Payment is authorized for any compensated time off. (Permanent Start date: December 16, 2014)
4. O'MEARA, MICHAEL, ID #014715, Graphic Designer, Pos. #3959, Classified Bargaining Unit Salary Schedule Range 130, Step 6, 30 hours per week, 12 months per year, Public Information, Office of Public Affairs and Government Relations, District Services, resignation December 30, 2015 and retirement effective December 31, 2015. Payment is authorized for any compensated time off. (Permanent Start date: January 9, 2006)
5. ⁷ISAI, ALEX, ID #012373, Lead Custodian, Pos. #3276, Classified Bargaining Unit Salary Schedule Range 119, Step 6, 40 hours per week, 12 months per year, Office of Physical Plant, Saddleback College, resignation December 30, 2015 and retirement effective December 31, 2015. Payment is authorized for any compensated time off. (Permanent Start date: March 25, 2003)
6. SCHMALTZ, TODD, ID #019807, Police Sergeant, Pos. #4403, Classified Bargaining Unit Salary Schedule Range IV, Step 3, 40 hours per week, 12 month per year, Office Campus Safety and Security, Irvine Valley College, resignation effective November 28, 2015. Payment is authorized for any compensated time off. (Permanent Start date: November 25, 2013)
7. SLAUGHTER, TERESA, ID #020574, Administrative Assistant, Pos. #5020, Classified Bargaining Unit Salary Schedule Range 121, Step 2, 40 hours per week, 12 months per year, Office of Business Services, District Services, conclusion of employment effective November 2, 2015. Payment is authorized for any compensated time off. (Probationary Start date: November 4, 2014)

I. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the 2015/2016 academic year.

Environment Studies, Advanced Technology and Applied Sciences, Saddleback College

Conkliv, Melissa Walton, Lynnette

Community Education, Emeritus and K-12 Partnership, Saddleback College

Greenup, Breanna Lamarr, David Pappas, Daniel
Soto, Tiffany

Fine Arts, Irvine Valley College

Park, Edward

⁷ Revision to effective dates, from item presented to the Board of Trustees on September 28, 2015.

I. VOLUNTEERS - Continued

1. The following individuals are to be approved as Volunteers for the 2015/2016 academic year.

Fine Arts & Media Technology, Saddleback College

Crawford, Brenda	Freeman, Kaye	Kovaleva, Lyuba
Kovaleva, Lyuba	Niguyen, Victor	Ransous, Keith
Shevlin, Timothy		

Guidance and Counseling Irvine Valley College

Felix, Lizbeth	Rogers, Kenneth
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Humanities and Languages, Irvine Valley College

Ji Sun, Lee

Kinesiology, Health and Athletics, Irvine Valley College

Lopez, Jennifer	Nakamura, Gary
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Kinesiology and Athletics, Saddleback College

Brophey, Mikayla	Cheng, Maggie	Hardway, Ver'leea
Maynard, Brittany		

Online Education and Learning Resources, Saddleback College

Martin, Linda

Physical Sciences and Technologies, Irvine Valley College

Eggert, Jeffrey

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NON-BARGAINING UNIT SALARY SCHEDULES
2015 - 2016 (eff. 12/15/15)**

**NON-BARGAINING UNIT, TEMPORARY, SHORT TERM HOURLY SALARY
SCHEDULE***

*Non-Bargaining Unit, Temporary, Short Term, Hourly employees may not exceed (in any combination of assignments) a maximum of **160 days** in any fiscal year. Education Code 88003 states that "Short-term employee," as used in this section, means any person who is employed to perform a service for the district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Any number of hours per day constitutes a day worked. The Department/Division is responsible for tracking the amount of days. All ranges are based on skill level/departamental budget, not longevity.

<u>Range</u>	<u>Level of Service</u>	<u>Hourly Rate</u>
Range 003	Entry.....	10.50
Range 004	11.00
Range 005	11.50
Range 006	12.00
Range 007	12.50
Range 008	13.00
Range 009	13.50
Range 010	Intermediate	14.00
Range 011	14.50
Range 012	15.00
Range 013	15.50
Range 014	16.00
Range 015	16.50
Range 016	17.00
Range 017	17.50
Range 018	18.00
Range 019	18.50
Range 020	19.00
Range 021	19.50
Range 022	Skilled	20.00
Range 023	21.00
Range 024	22.00
Range 025	23.00
Range 026	24.00

South Orange County Community College District
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Ranges 027+ require HR approval prior to use, unless otherwise noted.

Range 027	Advanced	25.00
Range 028	.....	27.50
Range 029	.....	30.00
Range 030	.....	32.50
Range 031	.....	35.00
Range 032	.....	37.50
Range 033	.....	40.00
Range 034	.....	42.50
Range 035	.....	45.00
Range 036	.....	47.50
Range 037	.....	50.00
Range 038	.....	52.50
Range 039	.....	55.00
Range 040	.....	57.50
Range 041	.....	60.00
Range 042	.....	62.50
Range 043	.....	65.00
Range 044	.....	67.50
Range 045	.....	70.00
Range 046	.....	72.50
Range 047	.....	75.00
Range 048	.....	77.50
Range 049	.....	80.00
Range 050	.....	82.50
Range 051	.....	85.00
Range 052	.....	87.50
Range 053	.....	90.00
Range 054	.....	92.50
Range 055	.....	95.00
Range 056	.....	97.50
Range 057	.....	100.00

South Orange County Community College District
Page 3 – NBU Salary Schedules, 2015-2016

SHORT-TERM NBUS: (Live Scans required if non-student)

Adapted Kinesiology Aide	Ranges 003-022
Campus Security Officer (Short-Term)	Ranges 003-037
Certified Test Proctors	Ranges 003-022
Child Development Center Aide	Ranges 003-022 (Depending on ECE units, Permit)
Clerk -- Short Term	Ranges 003-022 (A&R /Comm. Ed./Fiscal Office use only)
Coaching Aide	Ranges 003-029
DSPS Proctor	Ranges 003-022
Firearms Trainer	Ranges 037-049
Lab Aide.	Ranges 003-022
Matriculation Proctor	Ranges 003-022
Outreach Aide	Ranges 003-022
Project Specialist	Ranges 003-057 (023+ require HR approval)
Theatre, Music, Dance Aide	Ranges 003-057 (023+ require HR approval)

STUDENT POSITIONS: (BP 4215 & EC88003)

Student Help	Ranges 003-022 (Limited to 20 hours per week) (Fall, Spring – 12 units; Summer - 6 units)
Work-Study	Ranges 003-022 (Federal, CalWorks, EOPS)

EC88003 and BP/AR 4215: Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district and which is financed by state or federal funds, shall not be a part of the classified service. Student help employees with 12 or more units are exempt from paying Social Security, Medicare and unemployment taxes. Student help employees may only work 20 hours or less per week (excludes summer). Human resources must be notified immediately, and the employee's assignment ended if the employee falls below the minimum required units. Employment of either full-time or part-time students in any college work-study program, or in a work experience education program shall not result in the displacement of classified personnel or impair existing contracts for services.

South Orange County Community College District
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PROFESSIONAL EXPERTS: (Live Scan required)

Captionists	Ranges 022-047
Clinical Skills Specialists (Health Sci.)	Ranges 012-037
Interpreters (Sign Language)	Ranges 022-047 (Experience/Certification based)
Lead Interpreter (Sign Language)	Ranges 037-057 (Experience/Certification based)
Medical Professional	Ranges 029-057
Models (Art)	Ranges 024-047
Tutors	Ranges 003-037
	(AA degree/ equiv. knowledge/experience required)
Workforce Trainer	Ranges 037-057

COMMUNITY EDUCATION EXPERTS: (Live Scan Required)

<u>Job Title</u>	<u>Ranges available</u>
Aquatics Aide	Ranges 003-022
Recreation Aide	Ranges 003-022
Recreation Leader	Ranges 003-029
Sr. Lifeguard	Ranges 003-022
Community Ed. Presenter	Ranges 003-029
Contract Education Presenter	
	(Salary Specified in Community Education Service Agreement)

EC 88003: Part-time playground positions, apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of employment, shall not be a part of the classified service.

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>
Nov. 2, 2015 9:00am	Village 3-03	Lisa Inlow	FN 246 Pantry	Starr Cornwall	Cheese
Nov. 18, 2015 6:00pm	BGS 232	Emily Quinlan	BUS 116 – Personal Law/Street Law	Judge Thomas Delaney	The Civil Justice System in Action
Dec. 3, 2015 12:00pm	BGS 232	Emily Quinlan	BUS 13 – Legal Environment/Business Law	Attorney Ric Ottaiano	Employment Law; Pitfalls in Buisness
Dec. 1, 2015 12:00pm	BGS 232	Emily Quinlan	BUS 13 – Legal Environment/Business Law	Judge Geoffrey Glass	The Court System and You
Nov. 20, 2015 1:00pm	SSC Quad	Diane McGroarty	Fashion ‘a la Mode	Yelitza Sanchez	Student Success and Fashion Program
Nov. 20, 2015 9:30am	BGS110	Judith Nowland	Fashion ‘a la Mode	Nikolas Ambrose	Industrial Sewing Workshop

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>
October 22, 2015 2:30 pm	BSTIC 209	John Russo	Business Leader Society Club	Rod Pierce	Business Development,
October 22, 2015 2:30 pm	BSTIC 209	John Russo	Business Leader Society Club	Thalia Hart	Marketing,
October 22, 2015 2:30 pm	BSTIC 209	John Russo	Business Leader Society Club	Joe Citizen	Entrepreneurship
November 2, 2015 4:00 pm	BSTIC 214	Patricia Beckman	IMA 40 – Introduction to Game Design	Ciaran Foley	Virtual Reality
November 3, 2015 5:30 p.m.	BSTIC 117	John Russo	ENTR 202 – Innovation	Steve Sawitz	Entrepreneurship and Creating Products
November 3, 2015 5:00 pm	SSC Career Center	Amanda Romero	Student Career Counseling	Annie Stromquist	Career Chat: Art
November 5, 2015 5:30 pm	BSTIC 117	John Russo	ENTR 200 - Pathways to Success	Michael Sawitz	Entrepreneurship - Running an Incubator
November 9, 2015 12:30 pm	SSC Career Center	Amanda Romero	Student Career Counseling	Jeremy Sevcik	Career Chat: Math

Exhibit A

November 16, 2015 5:00 pm	SSC Career Center	Amanda Romero	Student Career Counseling	Michael Hooge	Career Chat: Administration of Justice
November 16, 2015 5:00 pm	SSC Career Center	Amanda Romero	Student Career Counseling	Chris Bates	Career Chat: Administration of Justice
November 24, 2015 5:30 pm	A 210	Bari Rudmann	PSYCH 160 – Psychology as a Major and a Profession	Dr. Christine Choe	Career as a Police Psychologist

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Basic Aid Report
ACTION: Information

BACKGROUND

The District returned to Basic Aid status in FY 1999-2000. The Board of Trustees has requested regular information reports (EXHIBIT A) about projected basic aid receipts and approved projects.

STATUS

As of October 31, 2015, total estimated Basic Aid receipts are \$620.3M and total approved projects are \$611.3M. The balance of \$9.0M is the reserve for unrealized tax collections.

It should be noted that some of the approved projects are for state funded project match. Although approved, these funds will not be needed until the projects are approved by the State for funding.

There were no changes for the FY 2015-2016 Basic Aid allocation from the October, 2015 Board report.

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
November 16, 2015**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2011 Actual</i>	<i>2011/12 Actual</i>	<i>2012/13 Actual</i>	<i>2013/14 Actual</i>	<i>2014/15 Actual</i>	<i>Balance Remaining for 2015/16</i>
CLOSED PROJECTS							
CLOSED PROJECTS TOTAL	182,875,608	173,232,086	5,156,232	1,487,537	2,938,771	60,982	-
CAPITAL PROJECTS							
Campus Appearance Improvement IVC & SC (2009)	1,000,000	738,514	738	140,555	29,330	73,120	17,743
ATEP Building Demolition (2007)	13,700,000	1,513,289	781,124	109,025	1,744,947	2,741,440	6,810,175
ATEP First Building Phase 3A (2011)	24,700,000				761	336,973	24,362,266
ATEP Operating Budget* (2006)	13,464,683	10,398,626	507,119	564,290	579,960	622,701	791,988
ATEP Site Development (2013)	7,000,000			693,427	681,207	986,687	4,638,678
ATEP Staffing, Equipment, Program Development (2007)	891,611	538,040	291,119	7,785	14,204	2,026	38,437
ATEP Utilities/Infrastructure Phase I (2016)	7,000,000						7,000,000
IVC A200 Success Center (2014)	505,005						505,005
IVC A400 Bldg Remodel (2011)	13,013,000		28,153	608,333	953,102	5,695,412	5,728,000
IVC B200 Classroom Wing & Labs (2015)	400,000						400,000
IVC B400 Labs and Entrance Controls (2015)	410,000					1,600	408,400
IVC Defects Performing Arts Center (2014)	1,400,000				2,611	54,736	1,342,653
IVC Design and Install Entrance from Barranca (2003)	2,850,000	97,171	143,803	25,074	67,052	38,525	2,478,375
IVC Fine Arts Building (2008) - State Delay, Future Project request	856,278	61,278					795,000
IVC Health Center/Concessions Building (2016)	400,000						400,000
IVC Life Sciences Project (2004)	13,490,000	1,323,367	(1,169,892)	693,544	2,416,169	(1,120,532)	11,347,345
IVC New Parking Lot (2013)	3,100,000						3,100,000
IVC Performing Arts Center Waterproofing (2013)	470,000						470,000
IVC SSC HVAC System (2010)	800,000	21,014	732	12,124	635,534	88,716	41,881
IVC Upgrade Exterior & Entries to B300 (2013)	680,000						680,000
SC Athletic Stadium (2015)	18,000,000					73,205	17,926,795
SC Building Repairs - Library Remodel (2003)	7,869,899	1,335,267	1,817,215	(630,004)	4,864,713	225,059	257,649
SC Building Repairs - LRC Comm Arts Renovation (2013)	2,622,000		-	12,320	14,990	1,702,050	892,639
SC Building Repairs - ATAS Building (2003)	17,435,313	167,224	94,380	167,292	405,643	86,693	16,514,081
SC Building Repairs - ATAS Swing Space Renov (2013)	10,249,687			124,917	519,146	1,532,643	8,072,982
SC Central Plant/CoGen Upgrade (2015)	750,000					12,503	737,497
SC Data Center Project (2016)	2,905,108						2,905,108
SC Demolition and Upper Quad Remodel (2008)	1,000,000						1,000,000
SC Digital Security Access (2015)	650,000						650,000
SC Fine Arts HVAC, Interior Improvements, Outdoor Theater (2016)	2,750,000						2,750,000
SC Fine Arts HVAC Renovation (2013)	4,950,000			2,754	76,091	216,891	4,654,264
SC Fire Alarm System (2015)	500,000						500,000
SC Golf Driving Range Net Replacement (2005)	300,000	106,750	19,300	42,520			131,430
SC Health Sciences/DS Waterproofing (2013)	1,000,000				5,209	467,431	527,360
SC LRC Defects (2015)	750,000						750,000
SC New Gateway Building (2013) (Match)	890,000						890,000
SC Sciences Building (M/S/E annex) (2003)	67,358,346	288,159	1,840,003	295,740	7,324,533	28,145,264	29,464,647
SC SME Building Renovation (2016)	750,000						750,000
SC Site Improvements (2008)	20,525,000	218,441	-	1,464	107,278	72,609	20,125,207
SC PE 200 and 300 Interior Renovation (2014)	1,000,000						1,000,000
SC PE 400 and 500 Renovation (2014)	800,000						800,000
SC Water Damages/Storm Drainage Issues (2013)	750,000			10,710	3,495	2,438	733,357
CAPITAL PROJECTS TOTAL	269,935,930	16,807,137	4,353,794	2,881,872	20,445,975	42,058,188	183,388,963
SCHEDULED MAINTENANCE							
IVC Library Exterior (2013)	275,000				1,830	5,289	267,881
IVC Lighting & Walkways (2013)	795,055				332,278	170,531	292,246
IVC SM B100 Roof & HVAC (2015)	493,350						493,350
IVC Sports Facilities (2012)	342,600			702	43,312	30,565	268,021

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
November 16, 2015**

Project Description	Approved Amount	1999/2011 Actual	2011/12 Actual	2012/13 Actual	2013/14 Actual	2014/15 Actual	Balance Remaining for 2015/16
SC 12KV Elec Distr Repair (2014)	200,000					70,189	129,811
SC Central Plant (2013)	750,000			61,780	23,875	109,072	555,273
SC HVAC PE 100 (2014)	800,000						800,000
SC Athletics Stadium Renovation (2014)	725,000					2,841	722,159
SC PE Complex (2013)	500,000						500,000
SCHEDULED MAINTENANCE PROJECTS TOTAL	4,881,005	-	-	62,482	401,295	388,487	4,028,741
IT PROJECTS							
Campus Desktop Refresh (2013)	4,249,334			648,198	843,987	1,913,336	843,813
Campus Desktop Refresh (2016)	1,500,000					-	1,500,000
SOCCCD Automate Electronic Transcript Receiving (2015)	453,600					35,906	417,694
SOCCCD Automated Password Reset & Single Sign-On Assess (2015)	115,600						115,600
SOCCCD Awards Management System (2013)	500,000			303,641	154,230		42,129
SOCCCD Blackboard Plug-ins (2013)	150,000			2,000		15,400	132,600
SOCCCD Classroom Technology and Audio Visual Refresh (2016)	1,500,000					-	1,500,000
SOCCCD Class Schedule Upgrade & Recommendation (2015)	735,000						735,000
SOCCCD Data Backup and Disaster Recovery (2016)	900,000						900,000
SOCCCD Degree Audit/MAP Upgrade (2013)	1,594,720			230,118	396,373	222,358	745,871
SOCCCD District IT Back Office Automation (2016)	210,000						210,000
SOCCCD Document Management Solution (2011)	659,202		622,823	18,731			17,648
SOCCCD District-wide Automatic Email Archive (2015)	165,000					80,752	84,248
SOCCCD District-wide Hardware Refresh (2014)	505,000				484,919	4,414	15,667
SOCCCD District-wide Network Security (2015)	369,895					322,157	47,738
SOCCCD District-wide Server/Storage Maintenance (2015)	950,000					832,393	117,607
SOCCCD End-of-Life Core Network/Tech Refresh (2013)	6,984,658			446,032	3,496,228	2,231,857	810,541
SOCCCD Enterprise Backup Solution (2014)	150,000				24,933		125,067
SOCCCD Enterprise Content Mgmt Expansion (2013)	150,000			31,386			118,614
SOCCCD HR/Bus Svcs Integrated Software (2013)	12,377,000		16,131	150,433	1,971,236	5,586,580	4,652,619
SOCCCD Intl and Student Scholar Mgmt (2014)	54,500						54,500
HRIS Data Migration	20,000			15,000			5,000
IT Governance - TeamDyanixHE Software	50,000			14,400			35,600
TracDat Integration with SharePoint	36,000			35,964			37
DW Infrastructure Inventory System	75,000					14,155	60,845
MySite Help System	20,000			420	5,946		13,635
Unified Communications System	50,000			28,928			21,072
IT Contingency	924,615			31,800	32,800		860,015
SOCCCD IT Basic Aid Projects (2013)	1,175,615		-	126,511	38,746	14,155	996,204
SOCCCD IT Projects SC/IVC/ATEP Instruct & Student Svc (2010)	8,744,770	5,571,957	1,745,944	888,629	136,099	11,747	390,394
SOCCCD Master Calendar Integration (2014)	300,000				58,500	677	240,823
SOCCCD Matriculation SEP System (2013)	100,000			332			99,668
SOCCCD MySite Message Customization (2014)	150,000					143,917	6,083
SOCCCD MySite Security (2014)	302,000				47,280	164,662	90,058
SOCCCD New Library System (2014)	100,000				21,909	62,088	16,003
SOCCCD Online Catalog (2014)	135,856					135,856	-
SOCCCD Online Tutoring, SI, Office Hours, Appointments (2016)	201,000						201,000
SOCCCD Positive Attendance Hours (2016)	198,000						198,000
SOCCCD Predictive Analytics (2013)	250,000			54,052		62,515	133,433
SOCCCD Refresh MDF and IDF (2016)	500,000					-	500,000
SOCCCD Server and Storage Scheduled Maintenance (2016)	925,000					-	925,000
SOCCCD Student Conduct & Incident Reporting (2015)	13,060					11,446	1,614
SOCCCD Student Early Alert System (2016)	226,800						226,800
SOCCCD Student Info Sys AR Enhancement/Electronic Refunds (2015)	600,000						600,000
SOCCCD Student Information System Enhancement (2013-2015)	6,326,400			1,047,013	1,720,024	1,379,858	2,179,505

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
November 16, 2015**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2011 Actual</i>	<i>2011/12 Actual</i>	<i>2012/13 Actual</i>	<i>2013/14 Actual</i>	<i>2014/15 Actual</i>	<i>Balance Remaining for 2015/16</i>
SOCCCD Student Information System Upgrade-Phase I/Phase II (2006)	14,102,260	14,035,535	22,466	1,350	6,531	36,378	-
SOCCCD Student Print Solution (2016)	221,634						221,634
SOCCCD Student Success Dashboard (2014)	550,000				52,324	382,882	114,794
SOCCCD Support Multiple Prerequisites (2015)	302,400					12,584	289,816
SOCCCD System Testing and Stability (2016)	377,000						377,000
SOCCCD Tableau for Data Visualization (2016)	270,000						270,000
SOCCCD Technology Needs 2007/08 (2008)	8,036,477	7,604,574	392,177	28,547	2,020	9,159	-
SOCCCD Unified Student ID Card (2016)	452,000						452,000
SOCCCD Virtual Desktop (2014)	50,000				13,050		36,950
SOCCCD Waitlist Modification (2014)	514,600				249,920		264,681
SOCCCD Wireless Coverage Expansion (2015)	738,000					30,452	707,548
SOCCCD Workday Big Data (2016)	170,000						170,000
SOCCCD Workday Student BPA Sessions (2016)	227,800						227,800
SOCCCD Workday Student Influencer Program (2016)	375,000						375,000
IT PROJECTS TOTAL	80,909,181	27,212,066	2,799,541	3,976,974	9,718,309	13,703,530	23,498,761

OTHER ALLOCATIONS

SOCCCD Design/Build Specialty Consultant (2013)	525,000		13,300	91,725		66,635	353,340
SOCCCD Dist Union Offices (2014)	162,750					29,115	133,635
SOCCCD District-wide ADA Physical Access Transition Plan (2016)	400,000						400,000
SOCCCD District-wide Mapping (2015)	400,000						400,000
SOCCCD District-wide Parking Study (2016)	200,000						200,000
SOCCCD District-wide Sustainability/Energy Planning (2016)	200,000						200,000
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)	350,000				145,830		204,170
SOCCCD DSA Project Close Out (2013)	400,000			12,256	14,334	6,940	366,469
SOCCCD Facilities Software System (2013)	1,129,000			309,248	65,550	37,326	716,876
SOCCCD FPP, IPP, 5 Year Plans (2013)	210,000				3,040		206,960
SOCCCD Insurance Deductibles (2014)	300,000				100,000	100,000	100,000
SOCCCD Lease/Leaseback Consultant (2013)	425,000			8,531	9,265		407,204
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)	710,000	149,494	117,900	100,578	110,074	106,955	124,998
SOCCCD Legal Counsel Facility Related Issues (2013)	900,000			35,073	2,804	36,405	825,719
SOCCCD Pre-Planning and Investigation (2015)	200,000					3,343	196,657
SOCCCD Trustee Election/General Election Expense (2004 - present)	2,598,988	1,398,988	-	354,083	-	389,456	456,461
SOCCCD Retiree Benefits (2001 - present)	63,627,683	35,417,938	2,600,000	18,489,745	3,520,000	-	3,600,000
OTHER ALLOCATIONS TOTAL	72,738,421	36,966,420	2,731,200	19,401,240	3,970,898	776,174	8,892,489

BASIC AID PROJECT TOTALS	611,340,145	254,217,711	15,040,767	27,810,106	37,475,247	56,987,361	219,808,953
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Commitments	390,693,234	(9,951,045)	70,406,108	54,193,413	45,306,580	60,691,855
Cumulative Commitments	390,693,234	380,742,189	451,148,297	505,341,710	550,648,290	611,340,145
Receipts	393,955,568	39,301,044	46,888,399	43,788,270	51,659,425	44,769,086
Cumulative Receipts	393,955,568	433,256,612	480,145,011	523,933,281	575,592,706	620,361,792
Cumulative Expenses	254,217,711	269,258,477	297,068,583	334,543,830	391,531,192	611,340,145
Uncommitted Basic Aid Funds	139,737,857	163,998,135	183,076,428	189,389,451	184,061,514	9,021,647

**Approved
Amount**

**Commitment
Change**

Change from October 2015 Report	-	-	-	-	-	-	-
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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) 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. These reports provide district-wide and college financial information.

STATUS

The reports display the adopted budget, revised budget and transactions through October 31, 2015 (EXHIBIT A). A review of current revenues and expenditures for FY 2015-2016 show they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
General Fund Income and Expenditure Summary
As of October 31, 2015

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:		\$ 54,989,960	54,989,960	54,989,960	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 4,372,603	4,364,334	602,348	13.80%
State Sources	8600-8699	40,668,609	41,378,391	10,198,615	24.65%
Local Sources	8800-8899	211,271,019	211,269,669	21,484,567	10.17%
Other Financing Sources	8900-8912	0	0	0	
Total Revenue		256,312,231	257,012,394	32,285,530	12.56%
INCOMING TRANSFERS	8980-8989	0	0	0	
TOTAL SOURCES OF FUNDS		\$ 311,302,191	312,002,354	87,275,490	27.97%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 76,446,234	76,680,882	15,466,600	20.17%
Other Staff Salaries	2000-2999	47,518,717	48,679,799	7,475,613	15.36%
Employee Benefits	3000-3999	42,775,271	42,774,080	8,826,182	20.63%
Supplies & Materials	4000-4999	6,077,603	6,090,143	828,595	13.61%
Services & Other Operating	5000-5999	40,828,026	39,676,740	6,457,349	16.27%
Capital Outlay	6000-6999	13,110,840	13,051,521	827,311	6.34%
Payments to Students	7500-7699	583,253	1,086,942	250,461	23.04%
Total Expenditures		\$ 227,339,944	228,040,107	40,132,111	17.60%
OTHER FINANCING USES:					
Debt Service	7100-7199	0	0	0	
Inter Fund Transfers Out	7300-7399	\$ 998,414	998,414	448,414	44.91%
Basic Aid Transfers Out	7300-7399	57,851,978	57,851,978	0	0.00%
Intra Fund Transfers Out	7400-7499	0	0	0	0.00%
Total Other Uses		58,850,392	58,850,392	448,414	0.76%
TOTAL USES OF FUNDS		286,190,336	286,890,499	40,580,525	14.14%
ENDING FUND BALANCE		\$ 25,111,855	25,111,855	46,694,965	
RESERVES					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 9,021,647	9,021,647		
Reserve for Economic Uncertainties		13,090,208	13,090,208		
College Reserves for Economic Uncertainties		3,000,000	3,000,000		
TOTAL RESERVES		\$ 25,111,855	25,111,855		

NOTE: As of October 31, 2014 actual revenues to date were **27.10%** and actual expenditures to date were **21.48%** of the revised budget to date.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary
As of October 31, 2015

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		\$ 12,028,758	12,028,758	12,028,758	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 98,289,735	98,289,735	8,053,827	8.19%
Restricted Budget Allocation		21,297,930	21,700,092	8,988,899	41.42%
Total Revenue		119,587,665	119,989,827	17,042,726	14.20%
INCOMING TRANSFERS	8980-8989	0	0	0	
TOTAL SOURCES OF FUNDS		<u>\$ 131,616,423</u>	<u>132,018,585</u>	<u>29,071,484</u>	22.02%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 48,942,537	48,872,698	13,587,886	27.80%
Other Staff Salaries	2000-2999	24,637,556	24,727,514	5,672,746	22.94%
Employee Benefits	3000-3999	24,467,354	24,501,573	5,726,287	23.37%
Supplies & Materials	4000-4999	4,219,474	4,186,395	731,306	17.47%
Services & Other Operating	5000-5999	17,711,933	17,687,452	2,948,250	16.67%
Capital Outlay	6000-6999	8,773,825	8,836,920	812,071	9.19%
Payments to Students	7500-7699	313,744	656,033	200,100	30.50%
Total Expenditures		<u>\$ 129,066,423</u>	<u>129,468,585</u>	<u>29,678,646</u>	22.92%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	\$ 550,000	550,000	250,000	45.45%
Other Transfers	7400-7499	0	0	0	
Total Other Uses		<u>550,000</u>	<u>550,000</u>	<u>250,000</u>	45.45%
TOTAL USES OF FUNDS		<u>129,616,423</u>	<u>130,018,585</u>	<u>29,928,646</u>	23.02%
LOCATION OPERATING BALANCE		<u>\$ 2,000,000</u>	<u>2,000,000</u>	<u>(857,162)</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>\$ 2,000,000</u>	<u>2,000,000</u>		

NOTE: As of October 31, 2014, actual revenues to date were **19.70%** and actual expenditures to date were **25.45%** of the revised budget to date.

IRVINE VALLEY COLLEGE

General Fund Income and Expenditure Summary
As of October 31, 2015

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		4,804,007	4,804,007	4,804,007	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 58,838,750	58,838,750	6,708,796	11.40%
Restricted Budget Allocation		12,513,815	12,745,687	6,064,908	47.58%
Total Revenue		71,352,565	71,584,437	12,773,704	17.84%
INCOMING TRANSFERS	8980-8989	0	0	0	
TOTAL SOURCES OF FUNDS		<u>76,156,572</u>	<u>76,388,444</u>	<u>17,577,711</u>	23.01%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	26,045,540	26,292,034	8,020,221	30.50%
Other Staff Salaries	2000-2999	15,116,386	16,199,510	3,715,546	22.94%
Employee Benefits	3000-3999	14,227,862	14,184,316	3,581,836	25.25%
Supplies & Materials	4000-4999	1,738,837	1,796,456	420,271	23.39%
Services & Other Operating	5000-5999	13,458,308	12,319,503	2,000,810	16.24%
Capital Outlay	6000-6999	4,101,716	3,967,302	221,541	5.58%
Payments to Students	7500-7699	269,509	430,909	79,874	18.54%
Total Expenditures		74,958,158	75,190,030	18,040,099	23.99%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	198,414	198,414	198,414	100.00%
Other Transfers	7400-7499	0	0	0	
Total Other Uses		198,414	198,414	198,414	100.00%
TOTAL USES OF FUNDS		<u>75,156,572</u>	<u>75,388,444</u>	<u>18,238,513</u>	24.19%
LOCATION OPERATING BALANCE		<u>1,000,000</u>	<u>1,000,000</u>	<u>(660,802)</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>1,000,000</u>	<u>1,000,000</u>		

NOTE: As of October 31 2014, actual revenues to date were **21.85%** and actual expenditures to date were **26.71%** of the revised budget to date.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Quarterly Investment Report
ACTION: Information

BACKGROUND

Senate Bill Number 564 added Government Code Section 53646 requiring the local agencies in California, including educational institutions, to render a statement of investment policy to their local governing Board on an annual basis. In addition, a quarterly report in compliance with the investment policy is to be rendered to the governing Board with respect to the agency's investments. The Board approved the District's investment policy on September 16, 1996, and since then, quarterly reports have been rendered for the Board's information.

STATUS

As of the quarter ending on September 30, 2015, our cash balances were \$230,452,693.95 in the Orange County Investment Pool (OCIP), and the OCIP investment pool is yielding an average of 0.55% compared to prior quarter of 0.43%.

The cash balances for the Local Agency Investment Fund (LAIF) Pooled Investment were \$26,087,182.55, and the LAIF investment pool is yielding an average of 0.32% compared to prior quarter of 0.28%.

Both pools are highly liquid, with overnight wire transfers available upon request.

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
November 16, 2015

SADDLEBACK COLLEGE

1. SCIENCES BUILDING

	Original	Revision	Total
Project Budget:	\$52,234,000	\$8,308,000	\$67,358,000
State Match:	\$36,564,000	(\$36,564,000)	-
Basic Aid Allocation:	\$3,867,000	\$63,491,000	\$67,358,000

Budget Narrative: Budget reflects Board agenda action on 8/26/08, 10/27/08, 4/27/09, 6/22/09, 5/24/10, 2/28/2011 and 8/24/2012. On February 28, 2011, the Board reassigned \$14,789,346 from other Saddleback College projects and applied \$29,000,000 from basic aid dollars to partially fund the Sciences building after three years running with no state funding. On August 27, 2012, the Board approved \$11,179,000 to fund the remainder of the project budget. In August, the state chancellor's office has escalated the project budget to \$59,050,000 resulting in the unassigned amount of \$215,000. On October 28, 2013, the Board approved reassignment of funds from existing encumbered funding from the ATAS renovation project for an amount of \$8,523,000 for a new project budget equaling \$67,358,000.

Status: Mechanical rough-in is *complete*. Electrical and suspended ceiling underway. Interior finishes underway.

In Progress: FF&E furniture bid documents. Minor plaster at exterior, interior wall framing, drywall, and painting all three floors is nearing completion. Retaining wall installation continues. Interior cabinets and finishes are underway at all three floors. Final grading at the South, East and West is *progressing*. Electrical fixtures and suspended ceiling systems are underway at all three floors. Finish tile in all restrooms is underway. *Grading and subgrade preparation are underway.*

Recently Completed: Off-site cabinet fabrication is complete and cabinets have been delivered. HVAC fabrication, testing visit and report are *complete*. Priority interior wall framing, *grading base and concrete forming are complete*. *Mechanical/Electrical/Plumbing hangers and routing at the interior are complete, HVAC ducting and piping at the roof is complete. Concrete walkways and bridges to campus are complete.*

Focus: *Finalize* the HVAC ducting and piping at the roof. Windows and Curtin-wall water testing. Interior finishes, cabinets and finish electrical. Beginning the close out process with final M&O manuals submittals. *Grading and concrete work surrounding the building, landscaping and irrigation, and the commissioning process.*

Project Start: March 2011	Scheduled Finish: December 2015
Projected Finish: February 2016	DSA Close Out: Pending

2. SITE IMPROVEMENTS

	Original	Revision	Total
Project Budget:	\$11,697,000	\$9,828,000	\$21,525,000
State Match:	-	-	-
Basic Aid Allocation:	\$3,442,000	\$18,083,000	\$21,525,000

Budget Narrative: Budget reflects Board agenda action on 3/24/08 and 6/22/15. Several previously budgeted projects are integrated into a single project budget: Upper Quad (2008 - \$1M) incorporated into work scope with isolated budget, Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 - \$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000) for a total project budget of \$13,580,000. On June 22, 2015 the Board approved additional funds of \$7,945,000.

Status: Advertisement for Request for Qualifications (RFQ) of Design-Build Teams.

In Progress: Issuance of RFQ for Design-Build Teams.

Recently Completed: Scope and budget review for issuance of RFQ and RFP.

Focus: Preparation of the Request for Proposal (RFP) documents and evaluation of RFQ documents.

Project Start: Phase I-Feb 2010	Scheduled Finish: June 2016
Projected Finish: On Hold	DSA Close Out: On Hold

3. TECHNOLOGY AND APPLIED SCIENCE (TAS) RENOVATION PROJECT

	Original	Revision	Total
Project Budget:	\$8,755,055	\$8,679,945	\$17,435,000
State Match:	-	-	-
Basic Aid Allocation:	\$1,956,000	\$15,479,000	\$17,435,000

Budget Narrative: Budget reflects Board agenda action on 2/28/11, 8/27/2012, 10/25/2013, and 6/23/2014. The original basic aid assignment of \$1,956,000 met design costs. The scope was revised to include both the North and South wing with a new budget estimated at \$14,733,000. On August 27, 2012, the Board approved \$12,777,000 to fully fund the project budget. On October 25, 2013, the Board approved reassignment of funds for an amount of \$8,523,000 for the Saddleback College Sciences Building project for a reduced budget equaling \$6,210,000. On June 23, 2014 the Board approved restored funding of \$8,523,000 and an additional \$2,702,000 to fully fund the project.

Status: DSA has approved documents. Construction start is anticipated April 2016 after completion of the TAS Auto Tech Swing Space project. The Board approved the CM services agreement.

In Progress: Formal execution of contract with CM. RFQ for construction services being generated for advertisement.

Recently Completed: Validation of construction costs at \$10.6 million.

Focus Issue: Complete RFQ and advertise to prequalify contractors.

Project Start: September 2011	Scheduled Finish: March 2015
Projected Finish: October 2017	DSA Close Out: Pending

4. TECHNOLOGY AND APPLIED SCIENCE (TAS) SWING SPACE PROJECT

	Original	Revision	Total
Project Budget:	\$5,807,000	\$4,443,000	\$10,250,000
State Match:	-	-	-
Basic Aid Allocation:	\$5,807,000	\$4,443,000	\$10,250,000

Budget Narrative: Budget reflects Board agenda action on 8/27/2012, 6/17/13 and 6/23/2014. On August 27, 2012, the Board approved \$5,807,000 to fund the original project budget. On June 17, 2013, and June 23, 2014 the Board approved additional funding of \$3,714,000 and \$729,000 respectively.

Status: Auto tech building in construction, with villages under renovation.

In Progress: Drywall and MEP trades in process. Renovations at the villages 4 & 7 are underway.

Recently Completed: Villages punch list completed, electric panel installed on building 1.

Focus: SDG&E to extend power to the new building. Complete Auto Tech building and village renovation by December 2015.

Project Start: May 2012	Scheduled Finish: December 2014
Projected Finish: January 2016	DSA Close Out: Pending

5. FINE ARTS HVAC UPGRADES AND INTERIOR RENOVATION PROJECT

	Original	Revision	Total
Project Budget:	\$1,000,000	\$6,700,000	\$7,700,000
State Match:	-	-	-
Basic Aid Allocation:	\$1,000,000	\$6,700,000	\$7,700,000

Budget Narrative: Budget reflects Board agenda action on 5/21/2012, 6/17/13 and 6/22/2015. On May 21, 2012, the Board approved \$1,000,000 to fund the original project budget. On June 17, 2013, the Board approved additional funding of \$3,950,000. On June

22, 2015 the Board approved additional funds of \$2,750,000 to address DSA approval at canopies.

Status: DSA has approved documents. *Received pre qualifications with two applicants qualified.*

In Progress: *Site review and pricing.*

Recently Completed: *Prequalification and selection process.*

Focus: Receive and review *proposals from contractors.*

Project Start: July 2012	Scheduled Finish: September 2015
Projected Finish: September 2016	DSA Close Out: Pending

6. ATHLETICS STADIUM PROJECT

	Original	Revision	Total
Project Budget:	\$18,800,000	(800,000)	\$18,000,000
State Match:	-	-	-
Basic Aid Allocation:	\$950,000	17,050,000	\$18,000,000

Budget Narrative: Budget reflects Board action on 6/23/14 and 6/22/15. On June 23, 2014, the Board approved \$950,000. On June 22, 2015 the Board approved additional funds of \$17,050,000.

Status: Request for Qualifications for Design-Build Teams.

In Progress: Issuance of Request for Qualifications (RFQ) for Design-Build Teams.

Recently Completed: Scope and budget review for issuance of RFQ and RFP.

Focus: Preparation of the Request for Proposal (RFP) documents and evaluation of RFQ documents.

Project Start: July 2014	Scheduled Finish: Pending
Projected Finish: Pending	DSA Close Out: Pending

7. GATEWAY PROJECT

	Original	Revision	Total
Project Budget:	\$42,867,000	\$1,612,000	\$44,479,000
Anticipated State Match:	\$30,053,000	-\$7,813,500	\$22,239,500
Basic Aid Allocation:	\$1,545,115	\$(655,115)	\$890,000
Unallocated Amount:	\$41,321,885		\$43,589,000

Budget Narrative: Budget reflects Board action on 6/17/2013 and 6/23/2014.

Status: On Hold. A Revised Final Project Plan is submitted to the Board of Trustees at the June 22, 2015 meeting for approval to submit to the state for funding consideration.

In Progress: The project is awaiting funding. Final Project Plan submitted to the state with an increase in local match identified from 30% to 50% to increase chances of funding.

Recently Completed: On Hold.

Focus: On Hold.

Project Start: Pending	Scheduled Finish: Pending
Projected Finish: Pending	DSA Close Out: Pending

8. PHOTO RADIO TELEVISION RENOVATION PROJECT

	Original	Revision	Total
Project Budget:	\$2,622,000	\$0	\$2,622,000
State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$2,622,000	\$0	\$2,622,000

Budget Narrative: Budget reflects Board action on 8/27/2012.

Status: Final finishes, punch list completed. Addressing contractual issues around project delays.

In Progress: Furniture, fixture and equipment procurement.

Recently Completed: Contract work is completed. Board Agenda Notice of Completion filing.

Focus: Close out and DSA certification. FF&E.

Project Start: January 2012	Scheduled Finish: November 2014
Projected Finish: March 2015	DSA Close Out: Pending

IRVINE VALLEY COLLEGE

1. PERFORMING ARTS CENTER AND PARKING LOT 5 EXTENSION

	Original	Revision	Total
Project Budget:	\$16,304,000	\$17,309,000	\$33,613,000
State Match:	\$14,472,000	-	\$14,472,000
Basic Aid Allocation:	\$1,832,000	\$17,309,000	\$19,141,000

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: The final Notice of Completion was filed on September 24, 2007. DSA advises close out via alternate engineer assistance. District will use recommended approach.

In Progress: Six change orders remain in "Pending" status and must be closed to arrive at DSA close out.

Recently Completed: Reopen project with DSA to address certification.

Focus: Change order close-out. DSA Close-Out Consultant is engaged to work with the DSA to complete this effort.

Project Start: October 2003	Scheduled Finish:
Finish: Complete: July 2007	DSA Close Out: Underway

2. LIFE SCIENCES PROJECT

	Original	Revisions	Total
Project Budget:	\$24,861,000	(\$4,371,000)	\$20,490,000
State Match:	\$17,393,000	(\$3,825,000)	\$13,568,000
Basic Aid Allocation:	\$1,113,000	\$1,780,000	\$13,490,000

Budget Narrative: Budget reflects Board agenda action on 6/22/2004, 5/23/2005, 3/24/2008, 4/27/2009, 5/24/2010 and 6/17/2013. The original project budget totaled \$24,861,000. The project budget was reduced to \$20,490,000 when a lower-than-estimated bid was received and the state reduced their match to \$13,568,000. When the state indicated they may not have funds for their match, the Board allocated a portion of the state's short fall using basic aid funding for a funded total of \$17,410,000. The state has reimbursed the district \$13,568,000 resulting in no need for additional basic aid funding. \$5,700,000 of the state reimbursement has been returned to basic aid project funds.

Status: Final warranty items to be completed by end of the year.

In Progress: Warranty closeout of project.

Recently Completed: Drawings received from architect for outstanding warranty items.

Focus: Bid documents for warranty scope of work and final closeout of project for completion of work during semester Break.

Project Start: December 2008	Scheduled Finish: July 2012
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Projected Finish: February 28, 2014	DSA Close Out: May 8, 2014
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3. BARRANCA ENTRANCE

	Original	Revision	Total
Project Budget:	\$2,850,000	-	\$2,850,000
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: Construction documents have been approved by the City of Irvine and easement and purchase of sale agreement have been executed.

In Progress: Preparation of bid documents and correspondence with Southern California Edison.

Recently Completed: Finalization of Easement agreement with City of Irvine.

Focus: Solicit for Construction Management and Testing and Inspection Firms from their respective pools in tandem with project bid.

Project Start: March 2010	Scheduled Finish: Summer/Fall 2015
Projected Finish: Early 2016	DSA Close Out: Pending

4. LIBERAL ARTS BUILDING PROJECT

	Original	Revision	Total
Project Budget:	\$3,004,051	\$10,008,949	\$13,013,000
State Match:	-	-	-
Basic Aid Allocation:	\$1,000,000	\$12,013,000	\$13,013,000

Budget Narrative: Budget reflects Board agenda action on 2/28/2011, 8/27/2012 and 6/17/2013. On 8/27/2012, the Board approved \$11,463,000 additional to fund the project budget. Staff analyzed the budget identified in the Education and Facilities Master Plan and determined there was no allowance for equipment. On 6/17/13 the Board approved \$1,550,000 for furniture, fixtures and equipment.

Status: Contractor failed water testing at exterior walls. Contractor has removed the building envelope and is replacing.

In Progress: On-going replacement of building envelope.

Recently Completed: Contractor removed the exterior envelope.

Focus: Furniture, fixture and equipment procurement. Ensure all progress documented to enhance understanding regarding agreements between district and contractor. Complete replace building envelope.

Project Start: December 2012	Scheduled Finish: May 2015
Projected Finish: May 2016	DSA Close Out: Pending

5. FINE ARTS PROJECT

	Original	Revision	Total
Project Budget:	\$35,703,000	\$2,053,000	\$37,756,000
Anticipated State Match:	\$25,141,000	-\$6,263,000	\$18,878,000
Basic Aid Allocation:	\$795,000	-	\$795,000
Unallocated Amount:	\$34,908,000		\$36,961,000

Budget Narrative: Budget reflects Board action on 6/23/2014.

Status: On Hold. A Revised Final Project Plan is submitted to the Board of Trustees at the June 22, 2015 meeting for approval to submit to the state for funding consideration.

In Progress: The project is waiting funding. Final Project Plan submitted to the state with an increase in local match identified from 30% to 50% to increase chances of funding.

Recently Completed: On Hold.

Focus: On Hold.

Project Start: Pending	Scheduled Finish: Pending
Projected Finish: Pending	DSA Close Out: Pending

6. PARKING LOT PHASE IA PROJECT

	Original	Revision	Total
Project Budget:	\$3,010,000	\$90,000	\$3,100,000
State Match:	-	-	-
Basic Aid Allocation:	\$3,010,000	\$90,000	\$3,100,000

Budget Narrative: Budget reflects Board action on 6/23/2014 and 6/22/2015. On June 23, 2014, the Board approved \$3,010,000. On June 22, 2015, the Board approved \$90,000.

Status: Project Kick off TBD.

In Progress: N/A

Recently Completed: N/A

Focus: Establish schedule

Project Start: Pending	Scheduled Finish: Pending
Projected Finish: Pending	DSA Close Out: Pending

7. HEALTH CENTER/ CONCESSIONS PROJECT

	Original	Revision	Total
Project Budget:	\$5,200,000	-	\$5,200,000
State Match:	-	-	-
Basic Aid Allocation:	\$400,000	-	\$400,000
Unallocated Amount:	\$4,800,000	-	\$4,800,000

Budget Narrative: Budget reflects Board action on 6/22/2015.

Status: Project Kick Off *meetings held. A Request for Proposals for Programming Architect has been issued.*

In Progress: *Programming*

Recently Completed: *Review of initial project scope and budget request.*

Focus: *Receive and evaluate proposals and award contract for Programming Architect.*

Project Start: October 2015	Scheduled Finish: Pending
Projected Finish: Pending	DSA Close Out: Pending

ATEP

1. ATEP DEMOLITION

	Original	Revision	Total
Project Budget:	\$7,000,000	\$6,700,000	\$13,700,000
State Match:	-	-	-
Basic Aid Allocation:	\$7,000,000	\$6,700,000	\$13,700,000

Budget Narrative: Budget reflects Board action on 4/22/2004 and 6/17/2013.

Status: Six demolition projects, which include removal of all ATEP building foundations, roads, parking lots and utility infrastructure are complete.

In Progress: County land exchange negotiations.

Recently Completed: Land Exchange Demolition Project is complete and the Notice of Completion was approved by the Board of Trustees on September 28, 2015.

Focus: Adhere to various regulatory requirements specific to maintenance of the ATEP site.

Project Start: September 2010	Scheduled Finish: March 2013
Projected Finish: <i>December 2016</i>	DSA Close Out: N/A

2. ATEP - IVC FIRST BUILDING

	Original	Revision	Total
Project Budget:	\$23,000,000	\$3,250,000	\$26,250,000
State Match:	-	-	-
Basic Aid Allocation:	\$12,500,000	\$13,750,000	\$26,250,000

Budget Narrative: Budget reflects Board action on 2/28/2011, 6/23/2014 and 6/22/15. \$12,500,000 was originally allocated to the Phase 3A project budget and transferred to the IVC ATEP First Building budget of \$12,500,000 with \$8,950,000 additional funds approved on 6/23/14. On June 22, 2015 the Board approved additional funds of \$3,250,000 for associated parking.

Status: The project team is meeting every other week to develop the project documents.

In Progress: Sign off of Schematic Design documents by project team.

Recently Completed: Program validation and finalization of building footprint and room locations.

Focus: Design Development. Begin discussions on exterior building materials.

Project Start: July 2014	Scheduled Finish: February 2018
Projected Finish: December 2017	DSA Close Out: Pending

3. ATEP – UTILITIES AND INFRASTRUCTURE

	Original	Revision	Total
Project Budget:	\$7,000,000	-	\$7,000,000
State Match:	-	-	-
Basic Aid Allocation:	\$7,000,000	-	\$7,000,000

Budget Narrative: Budget reflects Board action on 6/22/2015.

Status: Staff revised delivery approach from Design-Build to Design-Bid-Build in order to better coordinate the needs between the building and the site development schedule.

In Progress: *Schematic phase is in progress. Working with the City of Tustin toward completing the Bell Avenue design and revising the Sub-Area Master Plan which impacts the utilities infrastructure planning with Irvine Ranch Water District.*

Recently Completed: Revisions to the engineering and utility backbone infrastructure were completed and accepted for the Bell Avenue design by the City of Tustin. The architectural team was approved by the Board of Trustees on September 28, 2015.

Focus: To create an infrastructure to support phase 1 development of the ATEP site.

Project Start: July 2014	Scheduled Finish: February 2018
Projected Finish: December 2017	DSA Close Out: Pending

DISTRICT WIDE

1. 20 YEAR FACILITIES, RENOVATION AND SCHEDULED MAINTENANCE FACILITIES SYSTEM

	Original	Revision	Total
Project Budget:	\$704,000	\$425,000	\$1,129,000
State Match:	-	-	-
Basic Aid Allocation:	\$704,000	\$425,000	\$1,129,000

Budget Narrative: Budget reflects Board action on 6/25/2012, 6/17/2013 and 6/23/2014.

Status: Assessments of utility systems including electric, gas and water distribution, landscaping and irrigation, communication and security systems were completed during the weeks of October 12 and October 19, *with follow up assessments completed on November 20th.*

In Progress: Consultant is consolidating information gathered during site assessments conducted *in October and November* at Irvine Valley and Saddleback Colleges and drafting reports.

Recently Completed: Consultant has *completed onsite assessments at Irvine Valley and Saddleback Colleges.*

Focus: Preparations for *storm drain assessments scheduled for January 2016.*

Project Start: July 2012	Scheduled Finish: May2016
Projected Finish: May 2016	DSA Close Out: N/A

2. PARKING STUDY

	Original	Revision	Total
Project Budget:	\$200,000	-	\$200,000
State Match:	-	-	-
Basic Aid Allocation:	\$200,000	-	\$200,000

Budget Narrative: Budget reflects Board action on 6/22/2015.

Status: Budget approval obtained.

In Progress: We are currently in the consultant selection process. Four packages were received based on the RFP, and the Project Team is going through the selection/recommendation process.

Recently Completed: Acceptance of the Request for Proposals.

Focus: To assess current parking issues district-wide and establish standards.

Project Start: June 2015	Scheduled Finish: March 2016
Projected Finish: March 2016	DSA Close Out: N/A

3. SUSTAINABILITY STUDY

	Original	Revision	Total
Project Budget:	\$200,000	-	\$200,000
State Match:	-	-	-
Basic Aid Allocation:	\$200,000	-	\$200,000

Budget Narrative: Budget reflects Board action on 6/22/2015.

Status: Project Kick off TBD.

In Progress: N/A

Recently Completed: N/A

Focus: To create sustainability standards district wide.

Project Start: TBD	Scheduled Finish: June 2016
Projected Finish: June 2016	DSA Close Out: N/A

4. ADA TRANSITION PLAN

	Original	Revision	Total
Project Budget:	\$400,000	-	\$400,000
State Match:	-	-	-
Basic Aid Allocation:	\$400,000	-	\$400,000

Budget Narrative: Budget reflects Board action on 6/22/2015.

Status: Project Initiation

In Progress: An RFQ&P for *an ADA Self Evaluation and Transition Plan* consultant underway.

Recently Completed: *Development of an RFQ&P for ADA Self Evaluation and Transition Plan consultant.*

Focus: *Receive and evaluate submissions received from consultants.*

Project Start: August 2015	Scheduled Finish: June 2017
Projected Finish: June 2017	DSA Close Out: N/A

Project updates for active projects may be viewed at:
<http://www.socccd.edu/businessservices/ProjectUpdates.html>.

Definitions:

Project Start:	Month Architect/Consultant(s) are brought on board for design of project
Scheduled Finish:	Assumed duration of project depending on variables, such as agency review, etc. outside District and consultant control
Projected Finish:	Identified finish at the time of the report
DSA Close Out:	The process of sending required documents to DSA to obtain project certification.

Note: When state matches are identified, the project budgets reflect the allocated state match as reported in FUSION for the latest planning year 2016-2017. (FUSION is the State Chancellor's Office database for Capital Outlay.) The word "Anticipated" is included in project budget table when money has not yet been allocated but the amount has been identified by the state.

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.



IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T 949-451-5100 | www.ivc.edu

TO: Gary L. Poertner, Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, PhD, President 

DATE: November 5, 2015

SUBJECT: President's Report for the November 16, 2015 Board of Trustees Meeting

IVC Foundation Receives Veterans Initiative Grant

Through the Orange County Community Foundation (OCCF), the Irvine Valley College (IVC) Foundation will receive a \$75,000 grant to support veterans initiatives at the college. This grant will enable the Veterans Services Center to launch a pilot program to connect support services to post-9/11 veterans and their families, providing case management and peer navigator follow up. The money received by IVC is part of a total of \$500,000 OCCF is awarding to seven Orange County nonprofits to help Orange County veterans transition back to civilian life.

IVC Holds Fall Forums

Two IVC Fall Forums were held in the A100 Lobby on November 3, from 11 am to 12:30 pm and from 5 to 6:30 pm. President Roquemore offered brief opening comments. Additional comments were offered by each of the Vice Presidents including: Dr. Craig Justice, Vice President for Instruction; Dr. Linda Fontanilla, Vice President for Student Services; and Davit Khachatryan, Vice President for Administrative Services. Also on the panel were Dr. Kathy Schmeidler, IVC Academic Senate President; Karen Martin, IVC Classified Senate President; and Adam Totounji, ASIVC President. Chief of Police Will Glen provided an update on campus safety. Both forums provided the audience the opportunity to participate in a Q&A and an open dialogue.

IVC EOPS/Foster Youth Students Tour UCI

On October 16, eight IVC Extended Opportunity Program & Services (EOPS)/Foster Youth students and three staff members visited Student Support Services, Foster Youth Program Services and the Transfer Student Center at the University of California Irvine (UCI). The day included a campus tour, as well as the opportunity to learn about admissions and various student support services offered at UCI. Students visited various student services offices and were given a personalized presentation from a UCI admissions representative.

IVC Career Center Holds Career Chat

The IVC Career Center invited UCI Ethics and Education Professor Jeff Johnston to speak to a group of students about career paths in the area of education. Students were offered the opportunity to network and ask questions related to the field. Career Placement Officer Kaye McDonald, Career Technical Education Counselor Amanda Romero and Counselor Joe Rubino organized the event. Johnston shared with students the importance of exploring different career options and described the top skills and characteristics he believes someone pursuing a career in education would need to be successful.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES: Barbara J. Jay, Timothy Jemal, David B. Lang, Marcia Milchiker, T. J. Prendergast III, Terri Whitt, James R. Wright
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An Equal Opportunity Institution

IVC Forensics Team Takes First Place

At the Watson-Lancer Invitational held at Pasadena City College October 24-25, IVC took home the first place prize, beating out twenty-three schools in the tournament. This was the third weekend in a row that IVC took gold in both novice and open debate. Students recognized include: Nabeel Faisal, Darian Taban, Anthony Kim, Christine Lee, Michelle Chow, Meghana Khurana, Yasmin Shokes and Shahin Shams. Jessica Loardenoit took third place and Meaghan Loeffler took fifth place as top competitors.

IVC Receives Rising Data NASA Grant

IVC has received funding under the Rising Data NASA grant that aims to increase interest in university engineering programs and NASA-related career pathways by providing hands-on flight project experiences. Physics Professor Alec Sim and Electronics Professor Brian Monacelli have led the grant initiatives at IVC in partnership with the NASA Flight Research Center, other Hispanic-serving California Community Colleges and California State Universities. The Rising Data STEM course will: widen the curricular pathway to engineering that is available; support the success of students in STEM degree programs; and help to increase the number of traditionally under-represented students who complete STEM certificates at the consortium colleges (with a specific focus on Hispanic and female students). The Rising Data program will immerse students and faculty in NASA's mission and unique assets while providing focused, real-world experiences for the students. IVC will participate in the program as a pilot school in 2017.

IVC Marketing and Communications Wins at NCMPR

IVC's Office of Marketing and Communications received two awards for their National Council of Marketing and Public Relations (NCMPR) District 6 Medallion Awards submissions. Gold was awarded for a computer-generated illustration category and the team received a silver award for the smoke-free campaign in the government relations/community relations category.

Solar Decathlon Team Orange County Finishes 9th in Competition

IVC students, along with their Team Orange County (OC) counterparts from UCI, Chapman University and Saddleback College, took ninth place overall in the U.S. Department of Energy Solar Decathlon competition held at the Orange County Great Park in Irvine. The competition consisted of ten contests that rated the houses on features such as architecture, engineering, market appeal and comfort of the home. Team OC won second place in the engineering contest, as well as for capturing the claim "most innovative design" for the zero-net energy Casa del Sol home created for the competition.

IVC Receives Honors at CCC Board of Governors Sustainability Awards

IVC received an honorable mention for the California Community Colleges Board of Governors 2015 Energy and Sustainability Awards. IVC was recognized for its Exterior Lighting Retrofit – Phase 1 in the Retrofit Project category for the lighting retrofit project that took place over the summer of 2014. The lighting retrofit created a \$64,992 savings per year.

IVC Selected for the AACC Pathways Project Grants

IVC has been selected as one of 30 colleges to participate in the American Association of Community Colleges (AACC) Pathways Project, funded by the Bill and Melinda Gates Foundation. AACC is coordinating a national partnership to build capacity for community colleges to implement a pathways approach to student success and college completion. The selected colleges will be the first to participate in the Pathways Institute series over the next 2.5 years and will work with expert coaches to advance the efforts of their institution. In addition, the participating colleges themselves will contribute to learning both across the initiative and, more broadly, across the community college field.



SADDLEBACK COLLEGE

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TO: Members of the Board of Trustees
Gary L. Poertner, Chancellor

FROM: Dr. Tod A. Burnett, President

SUBJECT: Report for November 16, 2015 Board of Trustees Meeting

On November 14th the Saddleback College football team and Veterans Education and Transition Services (VETS) program hosted Military Appreciation Day, where all veterans, active duty and their families were admitted to the game free of charge, provided a meal and a commemorative t-shirt, and were recognized at half-time for their service. Two \$250 scholarships were awarded to student veterans.

Congratulations to Professor Karah Street, who was recognized as Orange County's Professor of the Year at the Teacher of the Year gala at the Disneyland Hotel on November 10th. Dr. Street was awarded \$15,000 by the Dr. James Hines Foundation.

Office of Instruction

Health Sciences and Human Services – The Saddleback College Health Information Technology associate degree program was fully accredited yesterday by the Commission on Accreditation for Health Informatics and Information Management Education (CAHIIM). The national accreditation makes Saddleback College the eighth community college in California, and one of only 14 colleges in the state, to offer an accredited program in health information technology, an increasingly growing field that helps health care providers better manage patient care through the secure use of electronic health records.

In the Southern California region, job growth in the health technology field is projected to grow 30 percent over the next 10 years. In Orange County alone, there were 1,596 jobs reported in 2015, an increase of 6.68 percent in two years.

Fine Arts and Media Technology – There were numerous free events offered by the music department in November starting with a master class with virtuoso violinist Eric Silberger on November 6th; a duo percussion/saxophone performance by Tatsuyan Nakatani and Michel Doneda presented by jazz studies; a guest lecture/master class/performance demonstration by pianist David Karp on November 12th; and a free Concert of Thanksgiving on November 24th presented by choral studies, under the direction of Dr. Scott Farthing—donations to benefit Mary's Kitchen, a non-profit program. On November 5-8th, the department of theatre arts presented Shakespeare's *A Midsummer Night's Dream* in the McKinney Theatre. On November 6th an experimental jazz concert titled *Dragon/Sellers* with our own Joey Sellers and LA trombonist Ryan Dragon in the Studio Theatre. On November 19-20, Dorothy Anderson Garant directed her last dance concert, *Winterdance*, in the McKinney Theatre. Through November 20th the Art Gallery presented the 5th Annual Saddleback College Student Photography Exhibition. On November 20th, The Angels for the Arts and the Mission Viejo Friends of the Arts presented a Meet the Artists Bear Reception in front of the Library. Nine mosaic bears from this community art project will be on display

beginning November 9th. On November 22nd keyboard studies presented a Holiday Piano Show & Extravaganza in the McKinney Theatre. The program included a duo piano piece by Drs. Kirill and Anna Gliadkovsky. On November 23rd, the speech department presented their annual speech & debate fundraiser showcase in the McKinney Theatre. On November 30th, the jazz lab ensemble presented a concert featuring original compositions and arrangements.

Social and Behavioral Sciences – On November 4th the Anthropology Speaker Series presented "Compulsive Creativity: Virtual Worlds, Disability, and Digital Capital," A Talk by Dr. Tom Boellstorff, Professor of Anthropology at University of California, Irvine. Dr. Boellstorff examined the intersection of creativity and agency by examining what might appear to be a very different intersection — disability and the digital.

The political science department hosted the American Tragedy Lecture Series, and presented a film on the Oklahoma City Bombing on November 4th. Also on November 4th, the history and political science departments hosted a panel discussion on the controversies of American football, with professors Timothy Braatz, David DiLeo, Christina Hinkle, and Larry Twicken participating on the panel.

The Psychology Talks Speaker Series presents lectures by professional researchers and industry professionals. On November 5th, a lecture on culture and relationships was presented, and a lecture focusing on careers in industrial organizational psychology was offered on November 10th.

The gerontology department presented Michelle Wulfestieg, executive director of the Southern California Hospice Foundation and author of *All We Have is Today*, on November 12th. Ms. Wulfestieg discussed her personal experience and information about hospice.

Office of Student Services

The inaugural South Orange County Veterans Summit was held on Friday, November 6th in the McKinney Theatre. Saddleback College's VETS program hosted the event with Orange County Supervisor Lisa Bartlett. The Orange County Workforce Investment Board presented their research on workforce needs and demographics of veterans in south Orange County, and provided an overview of veteran services and programing in the area. The day concluded with a resource fair with more than 50 organizations.

Also, in honor of Veterans Day, the Student Veterans Council and VETS Program set out a field of flags for the fallen on the quad, hosted a barbecue with the traditional Marine Corps Birthday cake cutting ceremony, and an obstacle course competition to give insight and experiences into the lives of our troops.

The Fall Transfer College Fair was held on November 18th. Representatives from UC, CSU, California Private, and Out-of-State colleges/universities were available to answer questions for students. New universities in attendance included University of the Pacific and Roseman University of Health Sciences.