



Meeting of the Board of Trustees

February 23, 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)) (3 matters)
 - A. Public Employee Discipline, Dismissal, Release (GC Section 54957(b).) (2 matters)
 - B. Public Employee Employment (GC Section 54957(b).)
 - 1. Career Guidance Specialist (1 matter)
- 1.4 Conference with Labor Negotiators (GC Section 54957.6)
 - A. SOCCCD Faculty Association
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) (2 matters)
 - A. Anticipated Litigation (GC Section 54956.9(d)(2) and (e)(1).) (1 case)
 - B. Existing Litigation (GC Section 54956.9(d)(1) (1 case; case name unspecified to avoid jeopardizing existing settlement negotiations)

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, III.

2.4 Recognitions: Speakers are limited to two minutes each.

A. Resolutions:

1. None

B. Commendations:

1. Saddleback College President Tod Burnett will be commending Christian Alvarado, Ruth Higgins, Andrea McGinley, Dennis Stachelski, Javier Williams, Kimia Rezvani, Patricia Rocklin, Phuong Vu, Tina (Hoang-Quyen) Dang, Claire Tracey, Thokozile “Donata” Senda for their efforts to assist students in the financial aid office.

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: Process for Developing the Academic Calendar

At the request of the Board of Trustees, representatives from Saddleback College and Irvine Valley College will share the process followed at the colleges to develop the academic calendar.

4.2 **SOCCCD: Review DRAC Funding Model.**

A presentation regarding DRAC, the DRAC Model, and SB 361 will be provided by the Vice Chancellor of Business Services, Executive Director of Fiscal Services, and the Vice Presidents of Administrative Services.

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 January 26, 2015.

5.2 **Saddleback College: Program Revision for the 2014-15 Academic Year**

Approve the proposed program change for the 2014-15 academic year at Saddleback College.

5.3 **SOCCCD: Saddleback College Technology and Applied Science (TAS) Swing Space Project, Hire Division of the State Architect (DSA) Inspection Services, Blue Coast Consulting**

Approve the DSA Inspection Services agreement with Blue Coast Consulting for the Saddleback College Technology and Applied Science (TAS) Swing Space project for a not to exceed amount of \$145,145.

5.4 **SOCCCD: Saddleback College Technology and Applied Science (TAS) Swing Space Project, Hire Construction Manager, Bernards**

Approve the construction management services agreement with Bernards for the Saddleback College Technology and Applied Science (TAS) Swing Space project for a not to exceed amount of \$312,100.

5.5 **Saddleback College: Grant Sub-Agreement, Rancho Santiago Community College District, Career and Technical Education Enhancement Fund**

Approve the Grant Sub-Agreement between Rancho Santiago Community College District and SOCCCD for CTE Enhancement Fund in the amount of \$396,925 for the term of January 1, 2015 to February 28, 2016.

5.6 **Saddleback College: Phi Theta Kappa 97th International Convention, April 15-19, 2015, San Antonio, Texas**

Approve the out-of-state travel request for up to three students and one faculty advisor to attend the Phi Theta Kappa 97th International Convention in San Antonio, Texas from April 15-19, 2015 at a cost not to exceed \$5,684.

- 5.7 **Saddleback College and Irvine Valley College: Curriculum and Certificates/Degrees Revisions for 2015-2016**
Approve proposed changes in curriculum for the 2015-2016 academic year.
- 5.8 **Saddleback College and Irvine Valley College: Revised 2015-2016 Instructional Material/Laboratory Fees**
Approve revised instructional material and laboratory fees for 2015-2016.
- 5.9 **Saddleback College and Irvine Valley College: Community Education, Summer 2015**
Approve Community Education courses, presenters, and compensation for Summer Session 2015.
- 5.10 **Saddleback College and Irvine Valley College: Speakers**
Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 5.11 **SOCCCD: Saddleback College Technology and Applied Science (TAS) Swing Space Project, Hire Testing & Special Inspection Firm, C.E.M. Lab Corp.**
Approve the testing and special inspection services agreement with C.E.M. Lab Corp. for the Saddleback College TAS Swing Space project for a not to exceed amount of \$123,143.
- 5.12 **SOCCCD: Irvine Valley College, A400 Design-Build Project, Testing and Inspection Agreement Amendment No. 1, C.E.M. Lab Corp.**
Approve Amendment No. 1 with C.E.M. Lab Corp. in the amount of \$40,000, for the Irvine Valley College A400 Design-build project, for a total fee of \$180,000.
- 5.13 **Irvine Valley College: Model United Nations, Co-Curricular Out-of-State Travel for the National Model United Nations New York City (NYC) 2015 Conference from March 20-27, 2015**
Approve the IVC Model United Nations program out-of-state conference travel to the National Model United Nations New York City (NYC) 2015 Conference from March 20-27, 2015.
- 5.14 **Irvine Valley College: ASIVC Out of State Travel, Co-Curricular Dance Program, American College Dance Association 2015 Intercollegiate Southwest Regional Dance Competition, March 17-22, 2015, Lubbock, Texas**
Approve the out-of-state travel request for faculty and students to attend the American College Dance Association 2015 Intercollegiate Southwest Regional Dance Competition as part of ASIVC Co-Curricular program from March 17-22, 2015, in Lubbock, Texas at a cost not to exceed \$17,010.

- 5.15 **Irvine Valley College: Grant Sub-Agreement, Rancho Santiago Community College District, Career and Technical Education Enhancement Fund**
Approve the Grant Sub-Agreement between Rancho Santiago Community College District and SOCCCD for CTE Enhancement Fund in the amount of \$173,262 for the term of January 1, 2015 to February 28, 2016.
- 5.16 **SOCCCD: Budget Amendment Adopt Resolution No. 15-04 to Amend FY 2014-2015 Adopted Budget**
Adopt resolution to amend the FY 2014-2015 Adopted Budget.
- 5.17 **SOCCCD: Extension of Agreement, Amendment No. 1: Office Supplies Contract, Office Max Solutions**
Approve Amendment No. 1 with Office Max Solutions for an additional year beginning March 27, 2015 thru March 26, 2016.
- 5.18 **SOCCCD: Gifts to the District and Foundations**
Accept donations.
- 5.19 **SOCCCD: Payment of Bills**
Ratify the payment of bills as listed.
- 5.20 **SOCCCD: Purchase Order/Confirming Requisitions**
Ratify the purchase orders/confirming requisitions as listed.
- 5.21 **SOCCCD: Transfer of Budget Appropriations**
Ratify transfer of budget appropriations as listed.
- 5.22 **SOCCCD: January 2015 Contracts**
Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 **SOCCCD: OCSBA Marian Bergeson Award Nomination**
Approve possible nomination for transmittal to the OCSBA office.
- 6.2 **SOCCCD: OCSBA Board of Directors Interest Form**
Approve possible nomination for transmittal to the OCSBA office.
- 6.3 **SOCCCD: Authorization of Payment to Trustee Absent from Board Meeting**
Authorize payment to Trustee Padberg who was absent from the January 26, 2015 meeting.
- 6.4 **SOCCCD: Resolution in Support of Changes to Community College Funding to Include Differential Funding for High Cost Career Technical Education Programs**

Adopt Differential Funding Resolution No. 15-07 and forward to California Community Colleges Chancellor's Office.

- 6.5 **SOCCCD: Saddleback College Storage Area Networks (SAN) Technology Equipment, Extension of Term, NetApp, Inc.**
Approve extended use of the Master Price Agreement No. B27170 through the date of March 31, 2015. Estimated expenditures for the term under this agreement will not exceed \$500,000.
- 6.6 **SOCCCD: Saddleback College Technology and Applied Science (TAS) Swing Space Project, Adopt Resolution 15-05, and Authorize Award, Execution and Delivery of Lease/Leaseback, SOLPAC Construction, Inc.**
Adopt Resolution 15-05, approve and authorize award, execution and delivery of the lease/leaseback agreements with SOLPAC Construction, Inc. for a Guaranteed Master Price of \$6,817,083 for the Saddleback College TAS Swing Space Project.
- 6.7 **SOCCCD: 2015-2016 Five Year Construction Plan**
Approve the District's Order of Priority for the 2015-2016 Five Year Construction Plan.
- 6.8 **SOCCCD: Computer Equipment and Related Devices, Extension of Term, Hewlett Packard Co.**
Approve extended use of the Master Price Agreement No. B27164 through the date of March 31, 2015. Annual expenditures for the term under this agreement will not exceed \$1,999,334.
- 6.9 **SOCCCD: District-wide Air Blown Fiber, Change Order No.1, T and D Communications, Inc.**
Approve Board Change Order No. 1 with T and D Communications, Inc. for the District-wide Air Blown Fiber project and authorize staff to execute the corresponding change order with the contractor which will result in an increase of \$25,290 in the total project cost. The revised contract amount is \$683,379.
- 6.10 **SOCCCD: ATEP Land Exchange Demolition Project, Change Order No.1, AMPCO Contracting, Inc.**
Approve Board Change Order No. 1 for the ATEP Land Exchange Demolition project and authorize staff to execute Board Change Order No. 1 with AMPCO Contracting, Inc. which will result in a no cost change and the addition of 18 days to the approved schedule with the total project cost remaining \$2,425,000.
- 6.11 **SOCCCD: Board Policy Revision: BP – 5420 Nursing Program; BP – 3508 Public Safety Camera System**
Accept for discussion and approval

- 6.12 **SOCCCD: Academic Personnel Actions – Regular Items**
Approve New Personnel Appointments, Authorization to Establish an Academic Administrative Position, Approve Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Workload Banking, Reduced Workload Program with STRS Retirement, Resignation/Retirement/Conclusion of Employment.
- 6.13 **SOCCCD: Classified Personnel Actions – Regular Items**
Approve New Personnel Appointments, Authorization to Eliminate Classified Position and/or Position Numbers, Authorization to Establish and Announce a Classified Position, Authorization to Eliminate and Create Classified Positions, Change of Status, Out of Class Assignments, Leave of Absence, Resignation/Retirement/Conclusion of Employment, Volunteers.
- 6.14 **SOCCCD: Annual Report on First Year Probationary Faculty Recommended for Continuation of Tenure-Track Status**
Approval of one-year contract for employees who have completed one year as full-time tenure-track faculty members.
- 6.15 **SOCCCD: Annual Report on Second Year Probationary Faculty Recommended for Continuation of Tenure-Track Status**
Approval of two-year contract for employees who have completed two years as full-time tenure-track faculty members.
- 6.16 **SOCCCD: Annual Report on Fourth Year Probationary Faculty Recommended for Tenure**
Approval of tenure for full-time faculty members who have completed the four- year tenure-track plan.

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: Annual Report on Third Year Probationary Faculty Continuation of Tenure-Track Status**
Listing of full-time tenure-track faculty members entering into the second year of a two-year contract previously approved by the Board of Trustees.
- 7.3 **SOCCCD: Basic Aid Report**
Report on projected receipts and approved projects.
- 7.4 **SOCCCD: Facilities Plan Status Report**
Status of current construction projects.
- 7.5 **SOCCCD: Monthly Financial Status Report**

A review of current revenues and expenditures for FY 2014-2015 through January 31, 2015.

7.6 **SOCCCD: Quarterly Investment Report**

A review of investments for the quarter ending on December 31, 2014

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

The report is for period ending January 31, 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. Associate Vice Chancellor, Economic Development
- E. Vice Chancellor, Technology and Learning Services
- F. Vice Chancellor, Human Resources
- G. Vice Chancellor, Business Services
- H. Irvine Valley College Classified Senate
- I. California School Employees Association
- J. Saddleback College Classified Senate
- K. Police Officers Association

9.0 ADDITIONAL ITEMS

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

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College and Irvine Valley College: Process of Developing the Academic Calendar

ACTION: Discussion

BACKGROUND

At the May 19, 2014 Board of Trustees meeting, the Trustees requested a number of reports as a result of issues addressed during the Trustee Listening Sessions held at the colleges on April 30, 2014. Included in their request was information on the colleges' process used to develop the academic calendar.

STATUS

Representatives from Saddleback College and Irvine Valley College will share the process followed at the colleges to develop the academic calendar.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: District Resources Allocation Council (DRAC) Model
ACTION: Discussion

BACKGROUND

SOCCCD distributes its general operating funds, which are received from student fees, property taxes, and other revenue through the District Resources Allocation Council (DRAC) Model. DRAC is a district-wide participatory governance council, charged with recommendations for the income allocation model on which the operating budget is based. It is charged with development and oversight of the DRAC revenue allocation model for Unrestricted General Funds and makes recommendations concerning the DRAC model to the Chancellor.

The DRAC Model distributes available unrestricted general fund resources based on the state funding formula, SB 361, and the Board of Trustee's Budget Development Guidelines.

STATUS

A presentation at tonight's board meeting regarding DRAC, the DRAC Model, and SB 361 will be provided by the Vice Chancellor of Business Services, Executive Director of Fiscal Services, and the Vice Presidents of Administrative Services.

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

Minutes from:

January 26, 2015 Regular Meeting of the Board of Trustees (Exhibit A)

are submitted to the Board for review and approval.

**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
January 26, 2015**

PRESENT

Members of the Board of Trustees:

T.J. Prendergast, III, President
Timothy Jemal, Vice President
James R. Wright, Clerk
William O. Jay, Member
David B. Lang, Member
Marcia Milchiker, Member
Keefe Carrillo, 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
Randy Peebles, Associate Vice Chancellor, Economic Development
Glenn Roquemore, President Irvine Valley College

ABSENT

Nancy M. Padberg, Member

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) (4 matters)
 - A. Public Employee Discipline, Dismissal, Release (GC Section 54957(b).) (2 matters)
 - B. Public Employee Employment (GC Section 54957(b).) (3 matters)
 1. Counselor – Saddleback College
 2. Interim Director of Planning, Research and Accreditation - Saddleback College
 3. Human Resources Specialist, Office of Human Resources - District Services

- 1.4 Conference with Labor Negotiators (GC Section 54957.6)
 - A. SOCCCD Faculty Association
Agency Designated Negotiator: David P. Bugay, Ph.D.
 - B. SOCCCD Police Officer Association
Agency Designated Negotiator: David P. Bugay, Ph.D.

- 1.5 Conference with Legal Counsel (GC Section 54956.9) (2 matters)
 - A. Anticipated Litigation (GC Section 54956.9(d)(2) and (e)(1).) (1 case)
 - B. Anticipated Litigation (GC section 54956.9(d)(2) and (e)(3).) – Claim of Dr. Gina La Monica (The claim may be inspected by contacting Dr. David P. Bugay)

RECONVENE OPEN SESSION: 6:00 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

On a 6-0 vote with Trustee Padberg absent, the board voted to approve a general leave with benefits for one semester to a classified employee to work in a temporary/interim academic position at Saddleback College.

On a 6-0 vote with Trustee Padberg absent, the board voted to approve a general leave with benefits to a classified manager to fill a full-time academic position at Saddleback College.

On a 6-0 vote with Trustee Padberg absent, the board voted to approve a two-month unpaid general leave with benefits to a classified employee at the District.

2.2 Invocation

Led by Trustee David B. Lang

2.3 **Pledge of Allegiance**
Led by Trustee Marcia Milchiker

2.4 **Recognitions: Speakers are limited to two minutes each.**

- A. Resolutions:
 - 1. None
- 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 **SOCCCD: Full-Time/Part-Time Classified Employees Information**

A presentation to address the request for information on replacement of full-time classified employees with part-time employees and the impact on services to students was provided by the Vice Chancellor, Human Resources & Employer/Employee Relations and the College Presidents.

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 Wright requested to pull items 5.2, 5.3, 5.6, and 5.11. Trustee Lang requested to pull item 5.14 for separate discussion/action.

- 5.1 **SOCCCD: Board of Trustees Meeting Minutes**
Approve minutes of a Regular Meeting held on December 15, 2014.
- 5.2 **Irvine Valley College: Irvine Valley College: Instrumental Music Area – Wind Symphony Out-of-State Student Travel to the College Band Directors National Association National Conference, Nashville, Tennessee, March 24-29, 2015**
Approve the out-of-state student and faculty travel to the annual national College Band Directors National Association Conference in Nashville, Tennessee from March 24-29, 2015.
- On a motion made by Trustee Lang and seconded by Trustee Prendergast, this item was approved on a 6-0 vote.
- 5.3 **Irvine Valley College: Psi Beta Honor Society, Out-of-State Conference Student Travel to Summerlin, Nevada, April 30 to May 3, 2015**
Approve the School of Social Sciences, Department of Psychology, out-of-state conference student travel to the Western Psychological Association Conference to be held in Summerlin, Nevada from April 30 to May 3, 2015.
- On a motion made by Trustee Lang and seconded by Trustee Prendergast, this item was approved on a 6-0 vote.
- 5.4 **SOCCCD: Irvine Valley College Lighting Retrofit for Roadways, Walkways & Parking Lots Project, Notice of Completion, Anderson & Howard Electric, Inc.**
Authorize the filing of the Notice of Completion for project to Anderson & Howard Electric, Inc. for a final contract amount of \$1,427,876 and authorize the release of retention 35 days after filing.
- 5.5 **Saddleback College: Curriculum Revisions for the 2015-16 Academic Year**
Approve the proposed changes in curriculum for the 2015-2016 academic year at Saddleback College.
- 5.6 **SOCCCD: Saddleback College, Fine Arts and Parking Lots 9 & 10 Landscape Project, Award of Bid No. 2029, Clean Cut Landscape**
Award and approve the agreement with Clean Cut Landscape of Clovis, CA in the amount of \$119,610.
- On a motion made by Trustee Jemal and seconded by Trustee Wright, this item was approve on a 6-0 vote.
- 5.7 **SOCCCD: Fine Arts HVAC Upgrades and Interior Renovations at Saddleback College, Preconstruction Services Agreement, Erickson-Hall Construction**
Ratify the Preconstruction Services Agreement for the Saddleback College Fine Arts HVAC Upgrades and Interior Renovations project with Erickson-Hall

Construction in the amount of \$45,640.

- 5.8 **SOCCCD: Saddleback College, Fine Arts HVAC Upgrades and Interior Renovation Project, Architectural Agreement Amendment No. 2, gkkworks**
Approve Amendment No. 2 with gkkworks for additional architectural services in the amount of \$7,630 for the project for a total fee of \$265,510 and a revised submission date to DSA.
- 5.9 **SOCCCD: Saddleback College Technology & Applied Sciences Building Swing Space Project, Architectural Services Agreement, Amendment No. 5, R2A Architecture**
Approve Amendment No. 5 in the amount of \$10,000 with R2A Architecture for the project for a total fee of \$739,390.
- 5.10 **SOCCCD: Saddleback College Radio Transmitter Building Project, Award of Bid No. 2023, Pacific Winds Building, Inc.**
Award bid for the project and approve the Agreement with Pacific Winds Building, Inc. of Irvine, CA in the amount of \$150,000.
- 5.11 **Saddleback College: Study Abroad Program to Ireland, June 28, 2015 to July 19, 2015**
Approve the study abroad program and directs the administration to execute the Education Tour Field Study Travel Contractor Agreement with the USIT for coordinating all travel agreements.
- On a motion made by Trustee Lang and seconded by Trustee Wright, this item was approved on a 6-0 vote.
- 5.12 **Saddleback College: Study Abroad Program to Paris, France and Venice, Florence, and Rome, Italy, May 25, 2015 to June 13, 2015**
Approve the study abroad program and directs the administration to execute the Education Tour Field Study Travel Contractor Agreement with EF Educational Tours for coordinating all travel agreements.
- 5.13 **SOCCCD: Budget Amendment Adopt Resolution No. 15-02 to Amend FY 2014-2015 Adopted Budget**
Adopt resolution to amend the FY 2014-2015 Adopted Budget.
- 5.14 **SOCCCD: Authorization for District Institutional Memberships FY 2014-2015**
Approve the FY 2014-2015 memberships and estimated dues for organizations.

Trustee Lang requested approval of memberships from twice a year to once a year, preferably at the beginning of the fiscal year. Administration will explore this request.

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

5.15 SOCCCD: Academic Year 2015-2016 Non-Resident Tuition Fees for Foreign & Out-Of-State Students

Adopt a 2015-2016 non-resident tuition fee of \$200 per semester unit based on the "Statewide average cost" option. It is further recommended to increase the capital outlay fee authorized by ECS 76141 to the calculated \$42 per semester unit rate based on capital outlay and maintenance needs of the colleges, and maintain the current \$54 per semester application fee as authorized by ECS 76142.

5.16 SOCCCD: Saddleback College Sciences Building Project, Architectural Agreement Amendment No. 4, Dougherty & Dougherty Architects, LLP

Approve Amendment No. 4, for an amount of \$26,647.50 with the revised contract amount of \$2,691,647.50 for the Sciences Building project at Saddleback College.

Agenda item 5.16 and Exhibit A were revised. Replacement pages were submitted at the board meeting and have been included as part of the agenda.

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

5.17 SOCCCD: Gifts to the District and Foundations

Accept donations.

5.18 SOCCCD: Payment of Bills

Ratify the payment of bills as listed.

5.19 SOCCCD: Purchase Order/Confirming Requisitions

Ratify the purchase orders/confirming requisitions as listed.

5.20 SOCCCD: Transfer of Budget Appropriations

Ratify transfer of budget appropriations as listed.

5.21 SOCCCD: November – December 2014 Contracts

Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

6.1 SOCCCD: Saddleback College Public Hearing, Energy Services Contract

Open a public hearing and invite members of the public to present their comments with regard to the Saddleback College Energy Services Contract to upgrade Central Plant services.

A Public Hearing was held to allow the District to enter into a contract for an energy service contract pursuant to the requirements of California Government Code 4217.

6.2 SOCCCD: Saddleback College Central Plant, Phase 2 Upgrade Services Project, Adopt Resolution No. 15-01 Authorizing Entering into an Energy Services Contract

Adopt Resolution No. 15-01 to authorize entering into an energy services contract.

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

6.3 SOCCCD: Saddleback College Central Plant Phase 2, Upgrade Services Project, Award of Energy Services Contract, Southland Industries

Approve the Energy Services Agreement with Southland Industries, Garden Grove, CA, in the amount of \$1,340,000.

On a motion made by Trustee Jay and seconded by Trustee Jemal, this item was approved on a 6-0 roll-call vote with Trustee Padberg absent.

6.4 SOCCCD: CCCT Board of Directors Nominations

Approve possible nomination(s) for transmittal to the CCCT office.

The board did not nominate a candidate to the CCCT Board. Therefore, no action was taken on this item.

6.5 SOCCCD: Appointment of Trustee Representatives for 2015

Approve nomination of two trustees to serve as advisory representatives to the Saddleback College Foundation and the Irvine Valley College Foundation.

On a motion made by Trustee Lang and seconded by Trustee Jay, the appointment of Trustees Padberg and Jemal to serve as an advisory representatives to Saddleback College Foundation and Irvine Valley College Foundation, respectively was approved on a 6-0 vote.

6.6 SOCCCD: Approval of Work Order for Information Technology Services, Neudesic, LLC

Approve the work order with Neudesic, LLC for an amount not to exceed \$200,000, for the term of January 27, 2015 through June 30, 2015.

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

6.7 SOCCCD: Board Policy Revision: BP-5609 Matriculation

Accept for discussion and approval.

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

- 6.8 **SOCCCD: Board Policy Revision: BP 5420 Nursing Program; BP 3508 Public Safety Camera System**
Accept for Review and Study

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

- 6.9 **SOCCCD: Approval of Agreement for the HR/Financial System Software Project - Budget Development Software, Tidemark Systems, Inc.**

Approve contract as to form for the Budget Development Software Agreement with Tidemark Systems, Inc. for the amount of \$712,000 for a five year term effective January 27, 2015 and authorizes the designated staff to make necessary changes to finalize and execute the contract.

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

- 6.10 **SOCCCD: Academic Personnel Actions – Regular Items**
Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Administrative Interim Assignment, Reduced Workload Program with STRS Retirement, Resignation/Retirement/Conclusion of Employment.

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

- 6.11 **SOCCCD: Classified Personnel Actions – Regular Items**
Approve New Personnel Appointments, Authorization to Establish and Announce a Classified Position, Authorization to Change a Categorical Funded Position, Reclassification, Authorization to Change Classified Positions, Change of Status, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Volunteers.

Amendments made to Exhibit A include: page 14, Items B.4 - B.9 were removed from the classified agenda and on page 15, Items C.1.a. and C.1.a.i, the effective dates were changed from July 1, 2015 to January 1, 2015.

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

- 6.12 **SOCCCD: 2015-2016 Bonded Sabbatical Recommendations**
Approve Faculty Sabbatical Leaves for the 2015-2016 Academic Year as

Recommended by the SOCCCD District-wide Sabbatical Committee.

On a motion made by Trustee Lang and seconded by Trustee Wright, this item was approved on a 6-0 vote with Student Trustee Carrillo abstaining.

7.0 REPORTS

7.1 Saddleback College and Irvine Valley College: Grants Proposal Process

Board report requested by Trustee Dave Lang at the November 17, 2014 board meeting. A joint written report will be submitted by both colleges.

7.2 Saddleback College and Irvine Valley College: Speakers

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

7.3 SOCCCD: Basic Aid Report

Report on projected receipts and approved projects.

7.4 SOCCCD: Facilities Plan Status Report

Status of current construction projects.

7.5 SOCCCD: Monthly Financial Status Report

A review of current revenues and expenditures for FY 2014-2015.

7.6 SOCCCD: Quarterly Financial Status Report

This report is for the period ending December 31, 2014.

7.7 SOCCCD: Retiree (OPEB) Trust Fund

The report is for period ending December 31, 2014.

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

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

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

- J. Saddleback College Classified Senate
- K. Police Officers Association

9.0 ADDITIONAL ITEMS

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

Meeting was adjourned at 7:40 p.m. in memory of Dick Stuetz, devoted employee, colleague and legendary coach at Saddleback College since 1969; and two Saddleback nursing students - first semester student Sandra Schultz and fourth semester student Kirsten Hopkin.



Gary L. Poertner, Secretary

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Program Revision for the 2014-15 Academic Year

Action: Approval

BACKGROUND

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

STATUS

Saddleback College (SC) proposes revisions to the Anthropology Associate in Arts Degree for academic year 2014-15. The revised program is recommended by the Curriculum Committee and includes 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 program change for the 2014-15 academic year at Saddleback College as listed in Exhibit A.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2014-2015

Current

Anthropology Associate Degree Program

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

Course ID	Title	Units
ANTH 1	Biological Anthropology	3
ANTH 2	Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ANTH 9	Introduction to Archaeology	3
	Select from Restricted Electives	6
Total		18

Restricted Electives:

ANTH 4	Native American Indian Culture	3
ANTH 5	Anthropology of Latin America: Culture, Identity, and Power	3
ANTH 6*	Global Issues in Anthropological Perspective	3
ANTH 7	Indians of Southern California	3
ANTH 8	World Prehistory	3
ANTH 10	Celtic Cultures	3
ANTH 13	Magic, Witchcraft, and Religion	3
ANTH 14	Introduction to Visual Culture	3
ANTH 15	World of Primates	3
ANTH 16*	Archaeological Field Methods	4
ANTH 17	The Biological Evolution of Human Nature	3
ANTH 21	Women, Gender, and Culture: Cross-Cultural Perspectives	3
ANTH 100*	Forensic Anthropology	3

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

Associate Degree

Associate in Arts Degree

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

General Education Requirements for Associate Degrees

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

Suggested coursework not required for the major: BIO 11, 22, 40; €€S 1, 2, 10; GEOG 2; GEOL 2; HIST 20/SOC 20; MATH 10; PSYC 16; SOC 1.

Revised

Anthropology Associate Degree Program

Anthropology is a diverse discipline that investigates the biological and cultural life of human beings in all times and in all places. An anthropology degree provides students with an appreciation of other ways of life and different systems of belief, and perhaps most importantly, a better understanding of the world in which they live. The curriculum in the Anthropology program is designed to provide the transfer student the opportunity to achieve an Associate in Arts in Anthropology degree by providing the necessary breadth in the field and an introduction to the methods used. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree in anthropology, which can be achieved through transfer, is recommended for those considering professional careers.

Course ID	Title	Units
ANTH 1	Biological Anthropology	3
ANTH 2	Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ANTH 9	Introduction to Archaeology	3
	Select from Restricted Electives	6
Total		18

Restricted Electives:

ANTH 4	Native American Indian Cultures	3
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ANTH 6*	Global Issues in Anthropological Perspective	3
ANTH 7	Indians of Southern California	3
ANTH 8	World Prehistory	3
ANTH 10	Celtic Cultures	3
ANTH 13	Magic, Witchcraft, and Religion	3
ANTH 14	Introduction to Visual Culture	3
ANTH 15	World of Primates	3
ANTH 17	The Biological Evolution of Human Nature	3
ANTH 21	Women, Gender, and Culture: Cross-Cultural Perspectives	3
ANTH 100*	Forensic Anthropology	3
ES 1	Multicultural Experiences in the United States	3
ES 3	Introduction to Chicana/o and Latina/o Cultures	3

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

Associate Degree

Associate in Arts Degree

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

General Education Requirements for Associate Degrees

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

Suggested coursework not required for the major: BIO 11*, 22*, 40; GEOG 2; HIST 20/SOC 20; MATH 10*; PSYC 16*; SOC 1.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College Technology and Applied Science (TAS) Swing Space Project, Hire Division of the State Architect (DSA) Inspection Services, Blue Coast Consulting

ACTION: Approval

BACKGROUND

In August 27, 2012, June 17, 2013, and June 23, 2014, the Board of Trustees approved at total of \$10,250,000 from basic aid for the Technology and Applied Science (TAS) Swing Space project at Saddleback Campus.

On July 22, 2013, the Board of Trustees approved seven firms for a pool from which to draw DSA Inspection Services for a five year period. When project specific services are necessary, staff provides the pool with a Request for Proposals (RFP).

DSA Inspection Services are required for the Saddleback College TAS Swing Space Project.

STATUS

On January 06, 2015, staff received responses from six firms (EXHIBIT A) and the evaluation committee selected three firms for interviews on January 28, 2015 based on best value:

- Blue Coast Consulting Del Mar, CA
- Knowland Construction Services, LLC Rancho Palos Verdes, CA
- The Vinewood Co., LLC La Verne, CA

Staff recommends the use of Blue Coast Consulting to perform the DSA Inspection Services for the Saddleback College TAS Swing Space project for a not to exceed amount of \$145,145.

Funds are available in the approved basic aid project budget of \$4,950,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the DSA Inspection Services agreement (EXHIBIT B) with Blue Coast Consulting for the Saddleback College Technology and Applied Science (TAS) Swing Space project for a not to exceed amount of \$145,145.

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

**Proposals submitted for Request for Proposals for Class 1 Inspection Services
Saddleback College TAS Swing Space Project**

February 23, 2015

<u>COMPANY NAME</u>	<u>CITY</u>	<u>SUBMITTER'S NAME</u>
*, **Blue Coast Consulting	Del Mar, CA	Jason Maletic
BPI Inspection Service	Los Angeles, CA	Bob Payinda
Consulting & Inspection Services, LLC	San Marcos, CA	Kent Schafer
*Knowland Construction Services	Rancho Palos Verdes, CA	Christopher Knowland
*The Vinewood Co., LLC	La Verne, CA	Howard E. Mason Jr.
TYR Inc.	Long Beach, CA	Youssef Sobhi

***Firm Interviewed**

****Recommended Firm**

AGREEMENT: TAS SWING SPACE PROJECT, DIVISION OF THE STATE ARCHITECT (DSA) INSPECTION SERVICES, SADDLEBACK COLLEGE

This AGREEMENT is hereby made and entered into this 23rd day of February in the year 2015 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and **Blue Coast Consulting**, 2658 Del Mar Heights Road, Suite 516, Del Mar, CA 92014, (858) 523-9650, hereinafter referred to as "CONSULTANT";

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

WHEREAS, DISTRICT desires to obtain DSA Inspection Services for the TAS Swing Space Project, hereinafter referred to as "PROJECT" located at Saddleback College in the DISTRICT; and

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES AND RESPONSIBILITIES

- 1.1 **Basic 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.** The CONSULTANT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT the terms hereof and applicable law, code, rule or regulations. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3 **Key Individual Assignment.** The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate David Crump as DSA Inspector, Class 1, and Jason Maletic as Principal in Charge. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in their respective positions on the PROJECT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT's firm that will be associated with the PROJECT.
- 1.4 **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT.
- 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) Test/Inspection Service Providers; and (d) 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 **Code.** Services to be provided by CONSULTANT: Inspector of Record services as required by Section 34 of the California Administrative Code, Title 21, Public Works.

- 2.2 **Services.** The CONSULTANT'S services shall include but not be limited to the following tasks:

- a. Provide DSA inspection services to insure compliance with code, plans, specifications and quality control required of an educational facility. Issue correction and stop work notices and notify the District and Construction Manager in writing if work does not conform to contract document.
- b. Inspect and verify that Contractor's As-Built record documents are updated monthly prior to processing of Contractor's monthly payment request.
- c. Maintain liaison with the Resident Inspector, A/E, Construction Manager, Testing Lab, Special Inspections Lab, District and other regulatory agencies and governing bodies as necessary to maintain project continuity.
- d. Submit, **on a daily basis**, an activity report to the Construction Manager and Resident Inspector, including the following information:
 1. Activities performed by the Contractors, and areas where work is performed.
 2. Staffing assigned to each Contractor and Subcontractor.
 3. Weather conditions.
 4. Equipment and materials delivered to the site.
 5. Construction equipment and vehicles utilized.
 6. Nature and location of the work being performed (starting and completion dates for various portions of the work).
 7. Verbal instruction and clarifications of the work given to the Contractor.
 8. Inspection by representatives of regulatory agencies.
 9. Note occurrences or conditions that might affect Contract Sum or Contract Time.
 10. List visitors to the site, titles, and reasons for visit.

11. List telephone calls made or received, and a substantial outline of the nature of such calls, including statements or commitments made during the call. Identify the parties calling.
 12. Record any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
- e. CONSULTANT shall comply with all federal, state, county and local governmental requirements.
 - f. Review and monitor Contractor's construction methods and procedures during all construction activities, including earthwork, concrete placement, masonry erection, welding procedures, all finishes, electrical, mechanical, fire alarm, etc.
 - g. Attend all meetings as required in contract documents and requested by District, i.e., billing meetings, specification review meetings, coordination meetings, weekly progress meetings, pre-roofing meetings, etc.
 - h. Assist the Construction Manager and District in scheduling all required tests, and testing laboratory visitations required by the Contract documents. Observe and record dates and times of all test procedures.
 - i. Inspect, verify, and document Contractor's delivered equipment and materials to insure that they meet submittal and specification requirements. Such inspection **must** occur within 48 hours of Contractor's delivery of equipment to the job site.
 - j. Submit to the Construction/Project Manager, in a timely manner, a detailed report or request for a clarification whenever any corrective change is necessary in field construction that will result in a variance from the drawings or specifications as originally issued.
 - k. Review the Contractor's Payment Requests at billing meetings.
 - l. When the Contractor's work or a designated portion thereof is substantially complete, prepare for the District a list of incomplete or unsatisfactory items via a "punch list" and submit to the Construction Manager.
 - m. Assist the District in the review of Contractor's Submittals.
 - n. At completion of project, deliver all inspection records and project correspondence to the District.
 - o. Perform all necessary coordination to ensure timely submittals to DSA including managing "Box" activities and acting as liaison for the District on all project close out submittals. Examples of forms CONSULTANT will include but are not limited to:
 1. DSA 6-PI: Project Inspector Verified Report
 2. DSA 102-IC: Construction Start Notice/Inspection Card Request
 3. DSA 151: Project Inspector Notifications
 4. DSA 154: Notice of Deviations/Resolution of Deviations

5. DSA 155: Project Inspector Semi-Monthly Report
 6. DSA 156: Commencement/Completion of Work Notification
- p. CONSULTANT will be required to have an understanding of all associated IR'S and advise Resident Inspector/DISTRICT whenever conflict might arise.
- q. Prior to commencement of work, CONSULTANT will cooperate with the District, the Resident Inspector and the Construction Manager to develop an **inspection plan** for the construction of the project.
- r. Participate in the constructability review of project documents with contracting firm, District, and College representatives.
- 2.3 An assessment of the billing against the contract amount will be maintained by the CONSULTANT and submitted to the DISTRICT for monthly review with the invoice submittal. If it appears that any testing/inspection line items will be exceeding the planned budget, the CONSULTANT will immediately notify the DISTRICT to review the reasons for the overage and whether any corrective action is appropriate for budget adjustments.

ARTICLE 3 ADDITIONAL CONSULTANT'S SERVICES

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

ARTICLE 4 TERM OF SERVICES

- 4.1 **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 11 months beginning March 1, 2015 and ending January 31, 2016. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions. Should services be necessary after the expiration of 11 months of service, they can be provided as Additional Services in accordance with the monthly rates shown in Article 6. Extensions to the duration of the CONSULTANT services shall be addressed as outlined in Article 3.
- 4.3 **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension (refer to Article 7).

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1 **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 it board of Trustees, officers, employees and agents, entirely harmless from all liability arising out of:
- a. **Workers' Comp Claims.** 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.
 - c. **Reimbursement for Defense.** Regarding the defense of any claim embraced by CONSULTANT's indemnity, each indemnitee shall control its own defense and at the time of claim resolution CONSULTANT will reimburse the indemnitees for all costs reasonable and appropriately incurred in this regard to the extent of any fault by or attributable to CONSULTANT's negligence and to the extent covered by CONSULTANT's liability insurance.
- 5.3 **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.
 1. 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:
 2. owned, non-owned and hired vehicles;
 3. blanket contractual;
 4. broad form property damage;
 5. products/completed operations; and
 6. personal injury.
- c. **Professional liability insurance** including contractual liability with limits of \$1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.
- d. **Additional Insured.** Each policy of insurance required in (b) above shall name DISTRICT, District Board of Trustees, District officers, District agents, District employees, and District Contractors as additional insureds and shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance stated in (a) and (b) above shall state that not less than

30 days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy.

5.4 **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 **Certificates of Insurance.** 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 **DISTRICT Indemnity of CONSULTANT.** The DISTRICT shall indemnify, defend and hold harmless CONSULTANT from all claims arising out of this AGREEMENT, including without limitation, claims for bodily injury (including death) and physical property damage (other than to the work of the PROJECT itself and property damage covered by a Builders Risk Insurance) which arise out of the negligent or willful acts, work of the omissions. The DISTRICT shall cause the Contractor to indemnify CONSULTANT to the same extent as the DISTRICT is indemnified and to have the CONSULTANT named as an additional insured on all policies associated with the PROJECT.

5.7 **Coverage Amounts**

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

ARTICLE 6 COMPENSATION TO THE CONSULTANT

6.1 **Contract Price for Basic Services.** The Contract Price for the CONSULTANT’s performance of the Basic Services under this AGREEMENT shall consist of the following Not to Exceed prices:

a.	CONSULTANT Services \$ 13,195/month* X 11 months	\$145,145
b.	Reimbursable Expenses None accounted for, by change to contract only	
	TOTAL:	\$145,145

*Actual monthly billings may vary based on days worked.

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 Basic 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 Basic Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT.
- 6.4 **DISTRICT Payment of Contract Price.** Within 30 days of the date of the DISTRICT's receipt of CONSULTANT's billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CONSULTANT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Architect or any Contractor.
- 6.5 **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 100% of the services performed within each phase of service, on the basis set forth in paragraph 1.
- 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 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 Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and consultants in the interest of the PROJECT.
 - b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for

securing approval of authorities having jurisdiction over the PROJECT. CONSULTANT's normal travel expense (including to and from the PROJECT) and meals are excluded.

- c. Expense of reproductions, except those needed for the use of the CONSULTANT and his or her consultants or identified specifically as a deliverable, postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT's prior written approval.
- d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
- e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT's Basic Services will be reimbursed.
- f. For reimbursable expenses, compensation shall be computed at a multiple of one point one (1.1) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants in the interest of the PROJECT. Cost + 10%
- g. For additional services of consultants, compensation shall be computed at a multiple of one point one (1.1) times the amounts billed to the CONSULTANT for such services. Cost + 10%

ARTICLE 7 CONSULTANT'S DOCUMENTS

- 7.1 **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 provide daily reports as noted in Scope of Work section.
- 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, DVD or flash drive in PDF format upon completion of each of the three phases, design, construction, and post construction. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.4 **Copyright/Trademark/Patent.** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission, except CONSULTANT shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

ARTICLE 8 TERMINATION

- 8.1 **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 (30) day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CONSULTANT or no later than 3 days after the day of mailing, whichever is sooner.

- 8.2 **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 10 days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the 10 days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than 3 days after the day of mailing, whichever is sooner.
- 8.3 **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 15 days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than 90 consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT's services.
- 8.5 **Abandonment of PROJECT.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.
- 8.6 **Non Payment.** The DISTRICT's failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.
- a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the CONSULTANT within 7 days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.7 **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.

- 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 **AGREEMENT Governance.** Unless otherwise provided, this AGREEMENT shall be governed by the law of the state and county where the PROJECT is located.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1 **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.
- 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.

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 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 **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.
- 11.5 **Definitions**
- a. **Contract.** A Contract for Construction awarded by the DISTRICT to a Contractor 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 gkkworks. References to the Architect include Matt Greiner, and its consultants 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 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.
- 11.6 **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.
- 11.7 **Full Force of Remaining Contract.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

- 11.8 **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.9 **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 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
Dave Schiermeyer
Project Manager
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

CONSULTANT
Jason Maletic
President
Blue Coast Consulting
2658 Del Mar Heights Road,
Suite 156
Del Mar, CA 92014

COPY

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

11.15 **Entire Agreement/Amendment.** This AGREEMENT and the parameters identified in reference documents listed below hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

- a. Copy of Signed DSA Form 5
- b. Project Schedule

11.16 **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

Blue Coast Consulting

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

Jason Maletic
President

(Date)

(Date)

(Taxpayer number)

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College Technology and Applied Science (TAS) Swing Space Project, Hire Construction Manager, Bernards

ACTION: Approval

BACKGROUND

On August 27, 2012, June 17, 2013, and June 23, 2014, the Board of Trustees approved \$10,250,000 from basic aid for the Saddleback Technology and Applied Science (TAS) Swing Space project.

On December 16, 2013, the Board of Trustees approved seven firms for a pool from which to draw construction management services for a five year period. When project specific services are necessary, staff provides the pool with a Request for Proposals (RFP).

Construction management services are required for the Saddleback College TAS Swing Space Project.

STATUS

On January 06, 2015, staff received responses from eight firms (EXHIBIT A) and the evaluation committee selected five firms for interviews on January 29, 2015 based on best value:

- APSI Construction Management Irvine, CA
- Balfour Beatty Construction Irvine, CA
- Bernards Irvine, CA
- McCarthy Building Companies, Inc. Newport Beach, CA
- O'Connor Construction Management, Inc. Irvine, CA

Staff recommends the use of Bernards to perform the construction management services for the Saddleback College TAS Swing Space project for a not to exceed amount of \$312,100.

Funds are available in the approved basic aid project budget of \$10,250,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the construction management services agreement (EXHIBIT B) with Bernards for the Saddleback College Technology and Applied Science (TAS) Swing Space project for a not to exceed amount of \$312,100.

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

**Request for Proposals for Construction Management Services
Saddleback College TAS Swing Space Project**

February 23, 2015

<u>COMPANY NAME</u>	<u>CITY</u>	<u>SUBMITTED BY</u>
*APSI Construction Management	Irvine, CA	Atul Apte
*Balfour Beatty Construction	Irvine, CA	Brian Cahill
*, **Bernards Cummings	Irvine, CA	Rick Fochtman
gkkworks	Aliso Viejo, CA	Anthony Sanchez
*McCarthy Building Companies, Inc.	Irvine, CA	J. Brandon Dekker
Kitchell CEM, Inc.	Newport Beach, CA	John McRitchie
*O'Connor Construction Management, Inc.	Costa Mesa, CA	Wendy Cohen
	Irvine, CA	Neil Murphy
*Firms Interviewed		
**Recommended Firm		

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5.4 – Exhibit B

Item 5.4, Exhibit B submitted during the board meeting.

AGREEMENT: CONSTRUCTION MANAGEMENT SERVICES FOR TAS SWING SPACE PROJECT AT SADDLEBACK COLLEGE

This AGREEMENT is made and entered into this 24th day of February in the year 2015 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Bernards, 2569 McCabe Way, Irvine, CA 92614, (949) 461-3650 hereinafter referred to as "CM";

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

WHEREAS, DISTRICT desires to obtain Construction Management CM services for the TAS Swing Space Project at Saddleback College, hereinafter referred to as "PROJECT"; and

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 CM'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** The CM's services shall consist of those services performed by the CM and CM's employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** CM shall provide the Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. CM's Services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of Project. CM's Services shall be provided by **William Perez** CM Project Manager. CM shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The CM has been selected to perform the work herein because of the skills and expertise of key individuals. CM assignment for this PROJECT is for one Project Manager and one Project Engineer. The CM shall designate Leah Jason, as Project Executive, and a management team of William Perez as Project Manager. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the CM must furnish the name of all other key people in CM's firm that will be associated with the PROJECT.
- 1.4. **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CM will have 10 working days to remove that person from the PROJECT and replace that person with

one acceptable to the DISTRICT after review of resume' and/or interview. A project manager and all lead or key personnel must also be designated by the CM and are subject to all conditions previously stated in this paragraph

- 1.5. **Relationship of CM to Other Project Participants.** CM's services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Architect; (b) the Contractor; (c) the Inspector; (d) Test/Inspection Service Providers; and (e) others providing services in connection with bidding and/or construction of the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. The Architect shall perform its duties in accordance with its contract(s) with the DISTRICT. Except as expressly set forth herein, neither this Agreement, nor CM's rendition of services hereunder shall be deemed CM's assumption of responsibility for the adequacy or sufficiency of the PROJECT design or the Design Documents for the PROJECT, which are and remain that of the Architect. CM shall coordinate all work with DISTRICT CMs as necessary to complete contract requirements
- 1.6. **Acceptance of Project Schedule.** The CM shall accept the DISTRICT's project schedule for the performance of the CM's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CM.
- 1.7. **Duration.** The services covered by this AGREEMENT shall be completed within X months of the date of this AGREEMENT except for the post construction phase work to obtain DSA certification.

ARTICLE 2 SCOPE OF CM'S SERVICES

- 2.1. **Work Plan.** Work with SOCCCD to finalize project requirements
 - a. Develop a list of all plans, specifications and other documents necessary to perform services.
 - b. Develop a list of all parties necessary to be included on the DSA Box website.
 - c. Develop and implement a plan with district assistance to obtain missing documents.
- 2.2. **Preparation for Entering Construction Phase.**
 - a. **Review of Design Documents.** The CM, including the CM's Project Manager and Project Engineer for PROJECT construction, shall review the Design Documents completed by the Architect to attain a complete understanding of the design and scope of the PROJECT.
 - b. **Master Construction Schedule.** The CM shall work with DISTRICT, Architect and Contractor to develop and submit to the DISTRICT for review and acceptance a Master Construction Schedule which shall reflect all of the work necessary to complete PROJECT construction. This effort will occur through a pull planning exercise facilitated by the Contractor with the subcontractors and including DISTRICT, Architect and CM. The Master Construction Schedule shall be prepared by the Contractor with the most recent edition of commercially available software designed specifically for the scheduling of construction projects and which utilizes the critical path method of scheduling. The CM will be

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

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

2.3.

Construction Phase.

- a. **Administration and Coordination of the Contract and Construction.** CM will provide administrative, management, and related services necessary to administer the PROJECT and to coordinate the work of the Contractor during the Construction Phase of the PROJECT including but not limited to: (a) schedule, coordinate and conduct construction meetings; (b) record, maintain and distribute minutes of construction meetings ; (c) in consultation with the Architect and Contractor, review procedures for the receipt and processing of Submittals with recommendations for improvement, if necessary; (d) in consultation with the DISTRICT, the Architect, and the Contractor review and/or implement procedures for the handling and disposition of the Contractor's requests for

interpretation or clarifications; (e) review and/or establish and implement procedures for the transmittal and receipt of communications, drawings and other information between DISTRICT, CM, Architect and the Contractor relating to PROJECT construction; (f) coordinate activities of the Contractor, Inspector and Test/Inspection Service Providers and other DISTRICT consultants as needed.

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

payment shall be undertaken and completed within one week of receipt by CM so that the DISTRICT can meet its obligations to make progress payment due the Contractor within the time permitted by applicable law without incurring interest liability or other penalties/liabilities.

- d. Substantial Completion; Punch list. In consultation with the Architect and the DISTRICT, the CM will assist in ascertaining the achievement of Substantial Completion of the PROJECT. If upon inspection of the work of the Contractor, the CM determines that Substantial Completion has not been achieved, the CM will assist the Architect in noting the conditions of the work and the measures necessary for the Contractor to achieve Substantial Completion of PROJECT construction. Upon the Contractor achieving Substantial Completion, the CM will participate with the DISTRICT and the Architect to inspect the work completed by the Contractor to note punchlist items to be completed by the Contractor as a condition to achieving Final Completion of the PROJECT.
- e. PROJECT Progress.
 1. Master Construction Schedule. During the Preparation for Entering the Construction Phase, CM will, in consultation with the DISTRICT, the Architect and the Contractor participate in the development of an overall comprehensive Master Construction Schedule for construction of the PROJECT showing the activities of the Contractor necessary for completion of PROJECT construction. CM shall monitor the Master Construction Schedule on a monthly basis so that the DISTRICT is kept fully informed at all times of the status and progress of overall PROJECT construction and status of the Contractor's construction progress. Where the actual rate of PROJECT construction progress is behind that indicated by the Master Construction Schedule, CM shall advise and make written recommendation to the DISTRICT for remedial action and facilitate the improvement by Contractor.
 2. Coordination of Construction Activities. CM shall coordinate the activities of the Contractor with those of the CM, the Architect, Inspector, Test/Inspection Service Providers, other DISTRICT consultants as needed and the DISTRICT in conformity with the Master Construction Schedule, including the coordination and sequencing of Contractor's construction activities so that Site space is appropriately allocated and the Master Construction Schedule is maintained. A material obligation of the CM under this Agreement is the coordination of the activities of the Contractor in a manner so that PROJECT construction is completed in accordance with the Master Construction Schedule and within the Construction Budget.
 3. Progress Reports. CM will maintain records of the progress of PROJECT construction, including written progress reports and photographs reflecting the status of PROJECT construction and percentage completion. A two week narrative with four pictures will be provided to the DISTRICT for website reporting in the format directed by the DISTRICT. All changes will be documented on an "As-Built"

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

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

f. Site Observations.

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

and CM will be responsible to report observations of any of the above mentioned activities to the DISTRICT and to coordinate quality control efforts with the DSA Inspector of Record. CM will establish and implement a quality control program to monitor the workmanship of the Contractor for conformity with: (a) accepted industry standards; (b) applicable laws, codes, rules, regulations, or ordinances; (c) and the requirements of the Contract.

4. Rejection of Work. Whenever in the ordinary course of discharging its services hereunder, CM shall discover or observe patent conditions of defective or deficient construction or workmanship which has or may have an adverse impact upon building life-safety systems or operations, structural elements or integrity or the safety of persons or property, CM shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the DISTRICT in writing. In other circumstances, where defective or deficient work is observed by CM, the DISTRICT shall be notified in writing by the CM of such conditions and if directed by the DISTRICT, the CM shall stop or reject such work. CM's responsibilities hereunder shall be limited to defective or deficient work of an apparent and patent nature.

g. Site Safety.

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

h. Changes and Claims.

1. Coordination of Changes. CM will coordinate and disseminate correspondence, drawings and other written materials by and between the Contractor, the District, Inspector, Test/Inspection Service Providers and the Architect relating to changes to the Contract. CM will coordinate the Contractor's performance of changes authorized by the DISTRICT. CM will maintain a log or other written records in a format previously approved by the DISTRICT to monitor the disposition of changes

and Change Orders to keep the DISTRICT advised of the status of the same and the actual or potential impact of any particular change or Change Order or the cumulative effects thereof on Construction Costs or time for completion of PROJECT construction.

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

2.4. Post-Construction Phase.

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

other medium, including without limitation, electronic files relating to the PROJECT or this Agreement, are the sole and exclusive property of the DISTRICT.

- c. **Contractor's Post-Construction Obligations.** If the Contractor is obligated under the terms of its Contract to provide work, labor, materials or services after completion of PROJECT construction, the CM shall monitor Contractor's post-construction activities for conformity with requirements of the Contract. The CM shall make written recommendations, as necessary, for securing Contractor's compliance with post-construction obligations.
- d. **PROJECT Reports.** The CM shall monitor the filing of DSA reports and other actions required by applicable law, code rule, regulation or ordinance to be undertaken by the Architect, Inspector, Test/Inspection Service Provider, or Contractor upon completion of PROJECT construction. If the Architect, Inspector, Test/Inspection Service Provider, or the Contractor has not filed reports or taken other actions required upon completion of PROJECT construction, the CM shall make written recommendations to the DISTRICT for measures to secure compliance by the Architect, Inspector, Test/Inspection Service Provider, or the Contractor with regard to such requirements. The CM will assist the DISTRICT in completion and submission of reports and other actions required to be undertaken by the DISTRICT upon completion of PROJECT construction pursuant to applicable law, code, rule, regulation, or ordinance or otherwise required to allow the DISTRICT to use/occupy the PROJECT for the purposes intended.

2.5. **Materials.** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

ARTICLE 3 ADDITIONAL CM SERVICES

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

3.2. **Notification and Authorization.** CM shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CM's control. CM shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be 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 CM, services and consultation associated or necessitated by damage or destruction to the PROJECT prior to completion by an act of God, fire or other casualty
 - d. Furniture Systems. Services related to furniture systems, facilities or equipment not included within the scope of the PROJECT.
 - e. Investigation of Existing Conditions. Services to investigate existing conditions or facilities or to provide measured drawings thereof.
 - f. Furniture, Furnishings, Equipment Not in PROJECT Scope. Service in connection with the DISTRICT's selection, procurement or installation of furniture, furnishings or equipment not included within the scope of this PROJECT.
- 3.3. **Compensation for Additional Services.** If the duration of CM services is extended, due to the DISTRICT's need for Additional Services, the CM shall be entitled to additional compensation as set forth in Exhibit A. Escalation may be applied to services performed beyond the duration of the original Contract at a rate negotiated between the DISTRICT and CM. The CM shall provide a written request for such escalation with analysis of anticipated resource expenditure to the DISTRICT in a format pre-approved by the DISTRICT.

ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation CM's performance of the service required hereunder and DISTRICT's payment of all sums due to CM.
- 4.2. **Term.** Services under this Agreement shall be diligently performed by the CM for 12 months. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CM 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 CM of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

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

employees, officers, agents and representatives of the DISTRICT. The CM's obligations hereunder shall survive termination of this Agreement and the completion of obligations hereunder, until barred by the applicable statute of limitations.

5.2. **Hold Harmless.** To the fullest extent permitted by law, CM 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 CM's employees or his/her subcontractor's employees arising out of CM's work under this AGREEMENT including a waiver of subrogation; and
- b. **CM Negligence.** Any and all claims for damages costs and/or charges caused by CM's negligent acts, errors and/or omissions, recklessness or willful misconduct in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions, recklessness or willful misconduct of CM's CMs, employees or agents in the performance of their obligations under this AGREEMENT. The coverages of such indemnification shall include, without limitation attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of CM's performance and shall survive the expiration or termination of this AGREEMENT until such time as any matter covered by such indemnity is barred by the applicable statute of limitations.

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

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

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

CM shall purchase and maintain comprehensive general and auto liability insurance with limits of 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 CM hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance stated in (a) and (b) above shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CM shall notify DISTRICT in the event of material change in, or failure to renew, each policy.

5.4. **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, CM shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CM fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CM, and in such event CM shall reimburse DISTRICT upon demand for the cost thereof.

5.6. **Coverage Amounts**

Insurance Policy	Minimum coverage Amount
Workers Compensation	In accordance with applicable law

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

ARTICLE 6 COMPENSATION TO THE CM

The DISTRICT shall compensate the CM as follows:

- 6.1. **Contract Price for Services.** The Contract Price for the CM’s performance of the Services under this Agreement shall consist of the following:
 - a. Average Monthly Rate for Construction Manager (\$22,445*12 months) \$ 269,340
 - b. Job Site Overhead/General Conditions Costs (\$1,480*12 months) \$ 17,760
 - c. Reimbursable allowance \$ 25,000
 - d. **TOTAL NOT TO EXCEED CONTRACT AMOUNT** \$ 312,100
- 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 CM, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense. The items and services identified in Exhibit “B” are services included in the CM’s compensation for Services as set forth in Article II.
- 6.3. **CM Monthly Billing Statements.** CM shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CM. Services are to be invoiced in monthly amounts for Construction Phase and Post-Construction Phase (Close-out) and Jobsite Overhead Costs. Actual monthly billings will vary based on days worked.
- 6.4. **DISTRICT Payment of Contract Price.** Within thirty (30) days of the date of the District’s receipt of CM’s billing invoices, DISTRICT will make payment to CM of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CM hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Contractor.
- 6.5. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due CM hereunder if CM shall fail to timely and completely perform material obligations to be

performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured 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 CM under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CM and DISTRICT in writing as provided for as additional services.
- 6.7. **Monthly Payments.** Payments for CM services shall be made monthly and, where applicable, shall be 100% 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 CM's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9. **Schedule Delay.** To the extent that the time initially established for the completion of CM's services is exceeded or extended through no fault of the CM, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates. See Exhibit A or as a fixed fee.
- 6.10. **Reimbursable Expenses** incurred by the CM and CM's employees and CMs in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review. The District shall not be liable to CM for any costs or expenses paid or incurred by CM in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing.
 - a. Reimbursable expenses are in addition to compensation for Services and Additional Services and include expenses incurred by the CM and CM's employees and CMs in the interest of the PROJECT.
 - b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. CM's normal travel expense (including to and from the PROJECT) and meals are excluded.
 - c. Expense of reproductions (except those needed for the use of the CM and his or her CMs or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT's prior written approval.
 - d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
 - e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CM's Services will be reimbursed.
 - f. For reimbursable expenses, compensation shall be computed at a multiple of 1.05 times the expenses incurred by the CM, the CM's employees and CMs in the interest of the PROJECT.

- g. For additional services of CMs, compensation shall be computed at a multiple of 1.05 times the amounts billed to the CM for such services.

ARTICLE 7 CM'S WORK PRODUCT

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

ARTICLE 8 TERMINATION

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

DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

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

liable for all damages suffered by the DISTRICT due to CM's failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CM agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CM agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and CM agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2. **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 CM full information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria. The DISTRICT shall provide the CM with the Project Construction Budget for review and acceptance by the CM. At the written request of the CM, District shall provide CM copies of any documents related to the Project.
- 10.2. **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 CM. Unless modified by written notice by the DISTRICT to the CM, the DISTRICT Representative is:
- David Schiermeyer, Construction Manager**
- 10.3. **District Notification.** The DISTRICT shall give prompt written notice to the CM if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT's failure or omission to do so shall not relieve the CM of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. **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 CM 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.** CM agrees that CM will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2. **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. CM agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CM, CM's

business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

- 11.3. **CM 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 CM, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this agreement. During this time, CM shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of CM's work whether by DISTRICT or others, shall not relieve CM from responsibility for errors and omissions in CM's work.
- 11.5. **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 CM to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Definitions**
- a. **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 R2A. References to the Architect include Etienne Runge, 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 commissioning 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.** CM, if an employee of another public agency, agrees that CM will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the 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.** CM, in the performance of this AGREEMENT, shall be and act as an independent contractor. CM understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CM assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CM shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CM's employees.

11.10. **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 CM and DISTRICT hereunder.

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

this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.

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

11.13. **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
David Schiermeyer
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
dschiermeyer@socccd.edu

CM
Leah Jason
Bernards

2569 McCabe Way
Irvine, Ca. 92614
ljason@bernards.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 herefrom, 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 CM and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CM.

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

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

"DISTRICT"

South Orange County Community College District

"CM"

Bernards

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

Rick Fochtman
Vice President

(Date)

(Date)

(Taxpayer number)

Exhibit A

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

(note: fees taken from Bernards proposal dated 11/8/2013)

<u>CM Services</u>	<u>Fee Per Hour</u>
Project Executive	\$169
Senior Construction Manager	\$156
Construction Manager – William Perez	\$129
Assistant Construction Manager	\$ 97
Senior Project Engineer	\$ 80
Project Engineer – level 1	\$ 41
Project Controls	\$115
Accounting Specialist	\$ 56
Site Superintendent	\$169
Project Assistant/Administrative Support (FOM)	\$ 65
Scheduler	\$115
Estimator	\$ 78
Senior Estimator	\$156
Safety	\$119
Virtual Construction /BIM Specialist	\$117
QA/QC Specialist	\$129
IT Support	\$100
Registered Architect	\$130

Exhibit B

General Conditions Items for CM's Jobsite Offices

Jobsite Trailer – provided by contractor

Task chairs - provided by contractor

Desks – provided by contractor

Conference table – provided by contractor

Chairs for conference table – provide by contractor

(1) five drawer file cabinet – provide by contractor

Internet Connection – provide by District

Computers and necessary software – provided by Construction Manager

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

Phone line/Phone – provided by the District

Cell Phones – provided by the Construction Manager

Bottled Water Service – provided by the Construction Manager

Hard Hats/ PPE – each provides own

First Aid Kit – provide by the contractor

All necessary office supplies – provided by the Construction Manager

Trash service/trailer cleaning – provided by the contractor

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Grant Sub-Agreement, Rancho Santiago Community College District, Career and Technical Education Enhancement Fund

ACTION: Approval

BACKGROUND

In March 2014, Governor Jerry Brown signed the 2014-15 budget which “provided one time funding to create greater incentive for California Community Colleges to develop, enhance, retool, and expand CTE offerings that build upon existing capacity to respond to regional labor market needs.” Allowable expenses include “equipment, curriculum development, professional development, and other related costs.” This funding is known as one time “Enhancement Funding.”

In October 2014, the California Community Colleges Chancellor’s Office (CCCCO) released the Enhancement Funding application inviting community colleges to apply for 60% of the total allocation to enhance current CTE programs (application for remaining 40% due at later date). By formula, Saddleback College was eligible to apply for \$396,925. Saddleback submitted its application inclusive of six CTE Enhancement Fund projects. These projects included: 1) Cinema/Television/Radio (CTVR) Articulated Pathway Program in partnership with local high schools and ROPs (30 students per year/\$57,000); 2) Purchase of High Fidelity Simulated Baby (SimBaby) and Accessories (400 students per year/\$64,200); 3) Mobile Pop Up Shop: Emerging and Priority Sector Work Based Learning (400 students/\$75,000); 4) STEM Manufacturing: Train the Trainer in CTE Priority Sectors. Funds will provide STEM related CTE Faculty professional development in the area of design and manufacturing curriculum development and instruction (20 Faculty/\$40,227); 5) CTE Entrepreneurship, Innovation, and Learning Enhancement Center will help faculty integrate CTE curriculum with Entrepreneurship concepts, work based learning and contextualized learning across CTE disciplines (\$82,586); 6) Facility Upgrade and Sustainable Culinary Project Based Learning – includes curriculum development and integration of work based learning in partnership with the College’s Agriculture and Horticulture programs (\$77,912). The CTE Enhancement Fund Project will be housed under the Business Sciences Division. The grant abstract is attached in EXHIBIT A.

STATUS

The state has identified the Rancho Santiago Community College District (RSCCD) as the Fiscal Agent through which funds will be distributed locally. Upon receipt and acceptance of Saddleback College’s application for renewal, the RSCCD conveyed its intent to fund Saddleback College by asking the college to return a signed Grant Sub-Agreement (EXHIBIT B) between the RSCCD and SOCCCD along with an invoice for 50% of Saddleback College’s total allocation. The period of performance for this sub-agreement is from January 1, 2015 through February 28, 2016.

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

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Grant Sub-Agreement between Rancho Santiago Community College District and SOCCCD for CTE Enhancement Fund in the amount of \$396,925 for the term of January 1, 2015 to February 28, 2016.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
UNIT APPLYING: SADDLEBACK COLLEGE

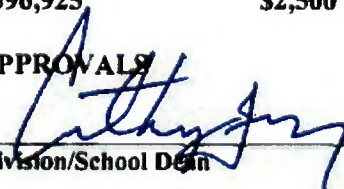
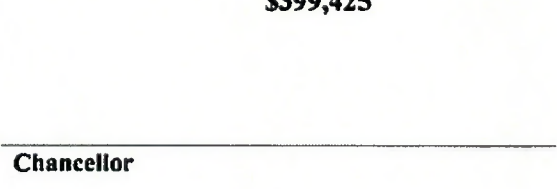




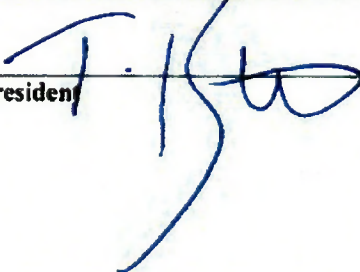
- () GRANT APPLICATION ABSTRACT
- (X) GRANT ACCEPTANCE ABSTRACT
- () GRANT RENEWAL ACCEPTANCE ABSTRACT
- () REVISIONS TO ACCEPTANCE ABSTRACT

1. **PROJECT TITLE:** Career Technical Education – Enhancement Funds
2. **PROJECT DIRECTOR:** Anthony Teng
3. **PROJECT ADMINISTRATOR:** Dean, Anthony Teng
4. **GRANTOR AGENCY:** Rancho Santiago Community College District
5. **FUNDING SOURCE:** California Community College Chancellor's Office
6. **STARTING AND ENDING DATES OF THE PROJECT:** January 1, 2015 – February 28, 2016
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):** *CTE Enhancement Funding* provides one time funding for California Community Colleges to develop, enhance, retool, and expand CTE offerings that build upon existing capacity to respond to regional labor market needs. Saddleback College's plan includes six projects that will improve the quality of college CTE programs through professional development, facilities improvement, purchase of equipment directly related to tools of the trade in local emerging and priority sectors, curriculum development, and integration of entrepreneurship into existing curriculum. CTE Enhancement Funding will be housed under the Business Sciences Division.

8. **SUMMARY BUDGET**

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$396,925	\$2,500	\$0	\$399,425

9. **APPROVALS**

 Division/School Dean	 Chancellor
 1/29/15 Vice President of Instruction	 Vice Chancellor of Learning Services
 2/1/15 Vice President Administrative Services	 Director of Fiscal Services
 President	

EXPENDITURES SUMMARY

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

	GRANT (Amount)	MATCHING* (In-Kind/Actual)	SOURCE OF MATCH (Partnership/College/Vendor)
1000 Certificated Salaries	\$ 26,750	\$	
2000 Classified Salaries	\$30,500	\$	
3000 Benefits	\$8,588	\$	
4000 Supplies	\$ 12,237	\$	
5000 Contracted Services and Other Expenses	\$ 30,325	\$2,500 (Curriculum Development)	Saddleback College
6000 Capital Outlay	\$288,525		
Other Charges (e.g.: Indirect Costs)	\$ 0		
TOTALS	\$396,925	\$2,500	

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

PROJECT PERSONNEL (reflects the Expenditure Detail above)

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

PARTNERSHIPS (if applicable)

Saddleback College
 Rancho Santiago Community College District
 Alignment with local area WIBs (OC, Anaheim, Santa Ana, South Bay, and Verdugo)
 Saddleback Valley Unified School District
 Capistrano Unified School District

Agreement between RSCCD and South Orange County Community College District

**Grant Sub-Agreement between
Rancho Santiago Community College District
and
South Orange County Community College District**

This grant agreement (hereinafter "Agreement") is entered into on this 23rd day of February, 2015, between Rancho Santiago Community College District (hereinafter "RSCCD") and South Orange County Community College District on behalf of *Saddleback College* (hereinafter "SUBCONTRACTOR"). RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD is the Fiscal Agent for the Career Technical Education Enhancement Fund (Grant No. 14-187-006) (hereinafter "Grant") from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), and the purpose of the Grant is to develop, enhance, retool and expand quality Career Technical Education offerings that build upon existing community college regional capacity to respond to regional labor market needs;

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of this Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE RSCCD and SUBCONTRACTOR do covenant and agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to perform the work described in the Certified Application (Scope of Work), *Exhibit A*, which by reference is incorporated into this Agreement.

2. Period of Performance

The period of performance for this Agreement shall be from January 1, 2015 through February 28, 2016.

3. Total Cost

The total cost to RSCCD for the performance of this Agreement shall not exceed \$396,925 USD.

4. Budget and Budget Changes

(a) Budget. SUBCONTRACTOR agrees that the expenditures of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*), and SB 852, which by this reference is incorporated herein and made a part hereof as if fully set forth.

(b) Budget Changes. SUBCONTRACTOR must submit a budget revision request to RSCCD if expenditures are planned for a cost category (i.e., object code – 1000s, 2000s, etc.) that was

Agreement between RSCCD and South Orange County Community College District

not submitted in the Certified Application, or if the change would impact project outcomes or objectives identified in the Certified Application.

5. Payments and Invoicing

- (a) **Payments.** The SUBCONTRACTOR may submit an invoice for an advance payment of 40%. Thereafter, all payments will occur upon receipt of SUBCONTRACTOR's invoice by RSCCD. RSCCD shall make payments to the SUBCONTRACTOR up to but no more than the total cost described under Article I.3. "Total Cost."
- (b) **Invoicing.** Invoices must be itemized, include the Agreement number (refer to footer), and include back-up documentation for expenditures submitted for payment (refer to Invoice Template, *Exhibit B*). Final payment is contingent upon submission and approval of Final Report (see 5.b). SUBCONTRACTOR shall submit invoices at least quarterly, on or before the 15th day of each quarter. Submit invoices to the following address:

**ATTN: Sarah Santoyo, Director of Grants
Rancho Santiago Community College District
2323 North Broadway, Ste. 330
Santa Ana, CA 92706**

6. Reporting

- (a) **Progress Reports.** SUBCONTRACTOR agrees to submit quarterly progress reports (*Exhibit C*), in reference to the Scope of Work (*Exhibit A*) included in this Agreement. Reports are due on a quarterly basis as follows: March 15th, June 15th, September 15th, and December 15th. If the report due date falls on a weekend or holiday, the report will be due the day before the due dates listed above.
- (b) **Final Report.** SUBCONTRACTOR agrees to submit an annual expenditure report and an end-of-year project report summarizing completion of the project consistent with the SUBCONTRACTOR's Scope of Work, *Exhibit A*. The final report is due **March 15, 2016**.

7. Expenditure of Grant Funds.

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

8. Modifications

The Parties hereto agree that program components and service levels detailed in the Scope of Work (*Exhibit A*) may be modified so long as the Total Cost under this Agreement is not increased, the objectives of the project are not significantly altered, and no cost categories are added. However, colleges will need to submit a modification request to RSCCD for any changes that would represent a significant deviation from the Certified Application or Scope of Work (*Exhibit A*), thereby impacting objectives of the project, or that would add cost categories not included in the Scope of Work.

9. Time Extensions.

No time extensions will be allowed.

10. Sub-Contract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No sub-contract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all sub-contracts for services and contracted staff are procured in a manner consistent with SUBCONTRACTOR's policies. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

11. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

12. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any sub-contract related to performance of this Agreement.

13. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying Party or any of its agents or employees.

14. Termination

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination and RSCCD shall reimburse SUBCONTRACTOR for

Agreement between RSCCD and South Orange County Community College District

costs incurred up to the termination date. Notice shall be deemed served on the date of receipt by the SUBCONTRACTOR; with receipt determined by certified mail delivery confirmation. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

15. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

16. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

Rancho Santiago Community College District

Attn: Sarah Santoyo, Director of Grants
Rancho Santiago CCD
2323 North Broadway, Ste. 330
Santa Ana, CA 92706
(714) 480-7466, santoyo_sarah@rsccd.edu

Attn: Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services
Rancho Santiago CCD
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR NAME: South Orange County Community College District

Primary Point of Contact	
Name:	Anthony Teng
Title:	Dean, Bus Sci and E&ED
Address:	28000 Marguerite Pkwy, BGS 215
Phone:	949.582.4895
Email:	@ ateng@saddleback.edu

Saddleback
College:

Fiscal/Administrative Point of Contact	
Name:	Roxanne Metz
Title:	Director of Fiscal Services
Address:	28000 Marguerite Pkwy, AGB
Phone:	949.582.4824
Email:	rmetz@saddleback.edu

SOCCCD: Name: Debra L. Fitzsimons / Vice Chancellor Business Services, 28000 Marguerite Pkwy, HS
Phone: 949 582-4664 Email: dfitzsimons@socccd.edu

17. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

18. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This project will be implemented in accordance with SB 852, Chapter 25, Item 18 (*Exhibit D*), and the California Community Colleges Chancellor's Office, Articles I and Article II Standard Terms and Conditions (Revision 11/19/2012) (*Exhibit E*), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of this 12th day of January, 2015.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR: *South Orange County Community College District*

By: 

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: Debra L. Fitzsimons
Vice Chancellor of Business Services

Title: Business Operations/Fiscal Services

Title: _____

Date: 1/12/15

Date: _____

EIN: _____

Board Approval Date: January 12, 2015

Employer/Taxpayer Identification Number (EIN)



Agreement between RSCCD and South Orange County Community College District

EXHIBIT A - Certified Application- Subcontractor's Scope of Work is attached
All other exhibits in this sub-agreement are available for review in the College Grants Office

LIST OF EXHIBITS

- Exhibit A Certified Application - Subcontractor's Scope of Work
- Exhibit B Invoice Template and Instructions
- Exhibit C Progress Report Template
- Exhibit D SB 852 – relevant section
- Exhibit E Chancellor's Office Workforce and Economic Development Articles I and II

Exhibit A
Certified Applications
(Serve as Scope of Work)

CTVR

CTE Enhancement Fund Program Area Application

Program Area: Work-based Learning for the Digital Media Arts

College

Saddleback College

Region

Los Angeles/Orange County

Name of person filling out this form

Don Busché

Email address of person filling out this form

dbusche@saddleback.edu

Primary contact for this program area

Tony Teng

Email for primary contact for this program area

ateng@saddleback.edu

Phone number for primary contact for this program area

949.582.4895

Primary TOP Code for Program Area

0604.20 Television (including combined TV/film/video)

1.b Secondary TOP Code for Program Area

0701.00 Information Technology, General

1.c Secondary TOP Code for Program Area

0799.00 Other Information Technology

2. Provide a name for this program area

Work-based Learning for the Digital Media Arts

3. Proposed Expenditures

Project support and laboratory assistance salary and benefits \$13,800; Supplies \$2,000;
Professional expert assistance \$2,900; Studio and computer lab equipment \$38,300.

4. Graduates per Year

20

5. Additional Graduates per Year

10

6. Is this expenditure in one of your region's priority or emergent industry sectors?

ICT/Digital Media

7. If this program is not in one of your region's emergent or priority sectors, what is the basis for targeting it for investment?

N/A

8. Are you currently collaborating with other colleges in this program area to serve a regional labor market?

No, but interested in collaborating with other programs

9.a Primary SOC Code and Job Title

27-4012 Broadcast Technicians

9.b SOC Code and Job Title

27-4031 Camera Operators, Television, Video, and Motion Picture

9.c SOC Code and Job Title

27-4032 Film and Video Editors

9.d SOC Code and Job Title

27-3099 Media and Communication Workers, All Other

9.e SOC Code and Job Title

27-3099 Media and Communication Workers, All Other

10. Geographic area to be served

Local County

Orange County

1. In 2013, how many people are employed in the job titles and the region you are serving

1,103

2. How many people are projected to be employed in 2016

1,119

3. Projected average annual openings over 2013-2016

24

4. Average starting hourly wage

\$14.40

5. Median hourly wage

\$20.23

6. Average annual supply from community colleges for the regions and occupations specified

124

7. Average annual total supply from all sources

527

8. Annual Net Demand

82

9. Sources of above labor market information

Centers of Excellence reports and EMSI reports

10. Other labor market information that informed this investment

N/A

11. Regional Alignment

The Cinema program faculty in the Cinema/Television/Radio (CTVR) program has an articulated career pathway with local high schools and ROPs. Orange County community college CTVR program faculty have professional discussions regarding curriculum content and program alignment. All faculty agree that the inclusion of a work-based learning experience is an essential program component. The intent of this proposal project is to assist Saddleback in strengthening its existing curriculum.

12. Articulation

N/A

13. Industry Match

No industry match has been identified at this time.

14. Impact on students

It is commonly agreed that a work-based learning experience enhances students' success when entering the labor market. The goal of this proposed project is to develop and offer a work-

based component that is not currently available to students. The number of paid internships available is limited and extremely competitive. This project will provide the seed money required to establish a charge-back system that will institutionalize the work-based learning component in the CTVR program.

15. Momentum points

LI 1. Alignment of skillsets within a program (or set of courses) to a particular occupation and the needs of the labor market

LI 3. Alignment of a certificate with state-, industry-, nationally-, and/or employer-recognized certification

MP 15. Completed two courses in the same CTE Pathway

MP 16. Retention rate between Fall and Spring within a CTE pathway

MP 18. Completed a CCCC-approved certificate within a CTE pathway

MP 27. Participated in a college internship or workplace learning program within a CTE pathway

MP 28. Attained a job placement in the same or similar field of study as CTE pathway

16. Categories of Expenditure

Equipment

Industry Engagement

Work-based Learning

1000

\$2,000

1000 Detail

Faculty coordination and oversight

2000

\$10,000

2000 Detail

Non-bargaining classified salaries - students will be hired to work in a work-based learning environment.

3000

\$1,800

3000 Detail

Benefits for academic and classified salaries

4000

\$2,000

4000 Detail

Supplies and materials

5000
\$2,900

5000 Detail
Professional experts to guide students

6000
\$38,300

6000 Detail
Studio equipment

Total Budget for Program area
\$57,000

Health

CTE Enhancement Fund Program Area Application

Program Area: Enhancement of Healthcare Education through Simulation

College

Saddleback College

Region

Los Angeles/Orange County

Name of person filling out this form

Mira Manchik

Email address of person filling out this form

mmanchik@saddleback.edu

Primary contact for this program area

Anthony Teng

Email for primary contact for this program area

ateng@saddleback.edu

Phone number for primary contact for this program area

949.582.4895

Primary TOP Code for Program Area

1230.00 Nursing

1.b Secondary TOP Code for Program Area

1250.00 Emergency Medical Services

1.c Secondary TOP Code for Program Area

1251.00 Paramedic

1.d Secondary TOP Code for Program Area

1208.00 Medical Assisting

1.e Secondary TOP Code for Program Area

1208.10 Clinical Medical Assisting

2. Provide a name for this program area

Enhancement of Healthcare Education through Simulation

3. Proposed Expenditures

Equipment: \$64,500 - High Fidelity Simulated Baby (SimBaby), an advanced infant patient

simulator, will be used for training nursing, medical assisting, paramedic and EMT students in all aspects in infant care. "Baby" includes warranty and needed accessories (baby warmer, defibrillator cords and cables.

4. Graduates per Year

366

5. Additional Graduates per Year

30

6. Is this expenditure in one of your region's priority or emergent industry sectors?

Health

8. Are you currently collaborating with other colleges in this program area to serve a regional labor market?

Yes

9.a Primary SOC Code and Job Title

29-1141.00 - Registered Nurses

9.b SOC Code and Job Title

29-2041.00 - Emergency Medical Tech and Paramedics

9.c SOC Code and Job Title

31-9092.00 - Medical Assistants

9.d SOC Code and Job Title

29-1141.03 - Critical Care Nurses

10. Geographic area to be served

Local College District

Local County

Los Angeles

Orange County

Entire State

1. In 2013, how many people are employed in the job titles and the region you are serving

29,324

2. How many people are projected to be employed in 2016

30,878

3. Projected average annual openings over 2013-2016

3,567

4. Average starting hourly wage

3 tops used, range: from \$10.07 - \$29.84

5. Median hourly wage

3 tops used, range: from \$12.20 - \$41.32

6. Average annual supply from community colleges for the regions and occupations specified

570

7. Average annual total supply from all sources

2,157

8. Annual Net Demand

1,410

9. Sources of above labor market information

As provided by LAOCRC - Centers of Excellence reports.

11. Regional Alignment

SC college has the ONLY Paramedic training program in all of Orange County and serve all Fire Departments. Our Nursing curriculum is in alignment with similar nursing programs and serves as a model for excellence. EMT aligns with other EMT Programs in the region. Medical Assisting is ranked highly among healthcare providers.

13. Industry Match

No match required.

14. Impact on students

It is essential that studying to be healthcare providers have a real life experience - in fact, several disciplines require simulation, particularly especially when they are life-threatening. The SimBaby will provide unlimited opportunity for practice of skills without the risk to the patient. The increased competence in infant care is expected to make them better prepared to pass their licensure exams, ether the workforce and excel in their chosen career.

15. Momentum points

LI 1. Alignment of skillsets within a program (or set of courses) to a particular occupation and the needs of the labor market

MP 27. Participated in a college internship or workplace learning program within a CTE pathway

MP 28. Attained a job placement in the same or similar field of study as CTE pathway

MP 29. Acquired an industry-recognized, third-party credential

MP 33. Participated in incumbent worker training or contract education in a CTE pathway

16. Categories of Expenditure

Equipment

1000

\$0

2000

\$0

3000

\$0

4000

\$0

5000

\$0

6000

\$64,200

6000 Detail

High Fidelity Simulated Baby (SimBaby), including: 2-day training, product warranty and needed accessories - baby warmer, defibrillator cords and cables.

Total Budget for Program Area

\$64,200

Fashion

CTE Enhancement Fund Program Area Application

Program Area: Mobile Pop Up Shop: Emerging and Priority Sector Work Based Learning

College

Saddleback College

Region

Los Angeles/Orange County

Name of person filling out this form

Edward delaO

Email address of person filling out this form

edelao@saddleback.edu

Primary contact for this program area

Anthony Teng

Email for primary contact for this program area

Ateng@saddleback.edu

Phone number for primary contact for this program area

949-582-4895

Primary TOP Code for Program Area

0501.00 Business and Commerce, General

1.b Secondary TOP Code for Program Area

0614.00 Digital Media

1.c Secondary TOP Code for Program Area

0948.00 Automotive Technology

1.d Secondary TOP Code for Program Area

1303.00 Fashion

1.e Secondary TOP Code for Program Area

0506.50 Retail Store Operations and Management

2. Provide a name for this program area

Mobile Pop Up Shop: Emerging and Priority Sector Work Based Learning

3. Proposed Expenditures

Faculty Stipend + Fringe- Develop integrated cross disciplinary curriculum; bus conversion;

expand industry partnerships (\$2,500); Classified + Fringe – Support (\$2,000); Benefits (\$675); Supplies (\$1,000); Professional Development (\$3,800); Capital – Purchase bus, conversion, iPad, Printer, Laminator (\$65,025) = \$75,000

4. Graduates per Year

193

5. Additional Graduates per Year

207

6. Is this expenditure in one of your region's priority or emergent industry sectors?

Small Business

7. If this program is not in one of your region's emergent or priority sectors, what is the basis for targeting it for investment?

N/A

8. Are you currently collaborating with other colleges in this program area to serve a regional labor market?

No, but interested in collaborating with other programs

9.a Primary SOC Code and Job Title

27-1014.00 - Multimedia Artists and Animators

9.b SOC Code and Job Title

13-1199.00 Business Operations, All others

9.c SOC Code and Job Title

27-1022.00 - Fashion Designers

9.d SOC Code and Job Title

49-3023.01- Automotive Specialty Technicians

10. Geographic area to be served

Local County

Orange County

1. In 2013, how many people are employed in the job titles and the region you are serving

19,710

2. How many people are projected to be employed in 2016

20,258

3. Projected average annual openings over 2013-2016

579

4. Average starting hourly wage

\$10.09

5. Median hourly wage

\$16.94

6. Average annual supply from community colleges for the regions and occupations specified

520

7. Average annual total supply from all sources

658

8. Annual Net Demand

821

9. Sources of above labor market information

Centers for Excellence reports and EMSI reports

10. Other labor market information that informed this investment

N/A

11. Regional Alignment

One or more of the areas listed herein are aligned with regional efforts as they cross multiple emerging and priority sectors. Our efforts are aligned to those of the LA/OC Community Colleges, Anaheim WIB, Orange County WIB, Santa Ana WIB, South Bay WIB, and Verdugo WIB in the area of Digital Media. Retail, Hospitality, and Tourism align to the efforts of several Southern California WIBS including those located in and serving the areas of Anaheim, LA City and County, Santa Ana, and Southeast Los Angeles. Saddleback College's Small Business and Entrepreneurial programs support several programs as we view this to be an "across several CTE areas" program enhancement. Additionally, all WIBs in the state of California are committed to help small businesses thrive as they are a major contributor to employment in the region. Partnerships exists across these areas by way of various regional and consortium grants such as the DOL Workforce Innovation grant in technology; as well as through various Community and Business Advisory Boards that work directly with community colleges.

12. Articulation

N/A

13. Industry Match

Curriculum Development - \$2,500

Internships/Workbased Learning - \$4,000
Community Advisory Board Participation - \$500
Speaker Series/Workplace Tours - \$1000

14. Impact on students

- Increase CTE Certificate Attainment Rates
- Increased option of stacked and latticed Credentials
- Input by business and industry to ensure students are prepared with needed job skills and knowledge
- Increase employment and internship opportunities
- Increased student retention and completion by making CTE courses more interesting, engaging, realistic, work-based, skills based, and contextualized.
- Increased pool of qualified candidates based on employer/industry need
- Increased pipeline of community college students that can continue toward advanced credential and/or degrees including 4 year degrees.

15. Momentum points

- MP 15. Completed two courses in the same CTE Pathway
- MP 16. Retention rate between Fall and Spring within a CTE pathway
- MP 18. Completed a CCCCO-approved certificate within a CTE pathway
- MP 19. Completed a work readiness soft skills training program (either stand-alone or embedded) within a CTE pathway
- MP 27. Participated in a college internship or workplace learning program within a CTE pathway

16. Categories of Expenditure

Equipment
Curriculum Development
Professional Development

1000
\$2,500

1000 Detail
Faculty coordination and professional development

2000
\$2,000

2000 Detail
Non instructional support

3000
\$675

3000 Detail

Related benefits

4000

\$1,000

4000 Detail

Program related materials

5000

\$3,800

5000 Detail

Outside services and other expenses

6000

\$65,025

6000 Detail

Equipment purchases

Total Budget for Program year

\$75,000

STEM

CTE Enhancement Fund Program Area Application

Program Area: STEM Manufacturing: Train-the-Trainer in CTE Priority Sectors

College

Saddleback College

Region

Los Angeles/Orange County

Name of person filling out this form

Mira Manchik

Email address of person filling out this form

mmanchik@saddleback.edu

Primary contact for this program area

Anthony Teng

Email for primary contact for this program area

ateng@saddleback.edu

Phone number for primary contact for this program area

949.582.4895

Primary TOP Code for Program Area

0956.00 Manufacturing and Industrial Technology

1.b Secondary TOP Code for Program Area

0924.00 Engineering Technology, General

1.c Secondary TOP Code for Program Area

0999.00 Other Engineering and Related Industrial Technologies

1.d Secondary TOP Code for Program Area

0506.40 Small Business and Entrepreneurship

1.e Secondary TOP Code for Program Area

0508.00 International Business and Trade

2. Provide a name for this program area

STEM Manufacturing: Train-the-Trainer in CTE Priority Sectors

3. Proposed Expenditures

\$10K - Faculty Dev Stipends to attend 5 days of training; \$16,000 - Classified: Program

Coordinator and Support Staff; \$3K - Benefits. \$4,000 - Supplies and Materials; Project Kits - \$6000; Trainer Honorarium - \$10,900. \$5,000 - Event logistics/food,. Equipment/Software: \$2K.

4. Graduates per Year

4

5. Additional Graduates per Year

35

6. Is this expenditure in one of your region's priority or emergent industry sectors?

Advanced Manufacturing

8. Are you currently collaborating with other colleges in this program area to serve a regional labor market?

Yes

9.a Primary SOC Code and Job Title

17-2112.00 - Industrial Engineers

9.b SOC Code and Job Title

17-3026.00 - Industrial Engineering Technicians

9.c SOC Code and Job Title

27-1021.00 - Commercial and Industrial Designers

9.d SOC Code and Job Title

27-1012.00 - Craft Artists

10. Geographic area to be served

Local County

Orange County

1. In 2013, how many people are employed in the job titles and the region you are serving

3,828

2. How many people are projected to be employed in 2016

3,896

3. Projected average annual openings over 2013-2016

416

4. Average starting hourly wage

29.85

5. Median hourly wage

44.07

6. Average annual supply from community colleges for the regions and occupations specified

281

7. Average annual total supply from all sources

281

8. Annual Net Demand

262

9. Sources of above labor market information

EMSI and Centers of Excellence reports

11. Regional Alignment

This program is intended to provide CTE faculty with the skills to instruct students in the area of design and manufacturing skills. The outcome of this program is an ongoing skill set that can cross multiple CTE disciplines including emerging and priority sectors

13. Industry Match

No match required.

14. Impact on students

Faculty development in the areas of industrial design and manufacturing across disciplines.

15. Momentum points

LI 1. Alignment of skillsets within a program (or set of courses) to a particular occupation and the needs of the labor market

MP 15. Completed two courses in the same CTE Pathway

MP 19. Completed a work readiness soft skills training program (either stand-alone or embedded) within a CTE pathway

MP 22. Completed requirements in a CTE pathway, but did not receive a certificate or a degree

MP 28. Attained a job placement in the same or similar field of study as CTE pathway

16. Categories of Expenditure

Curriculum Development

Professional Development

Industry Engagement

1000
\$8,000

1000 Detail
Faculty stipends for program participation

2000
\$7,000

2000 Detail
Non instructional salaries to support program

3000
\$2,250

3000 Detail
Related benefits

4000
\$7,227

4000 Detail
Instructional supplies for program

5000
\$15,750

5000 Detail
Outside services for program

6000
\$0

Total Budget for Program Area
\$40,227

Business

CTE Enhancement Fund Program Area Application

Program Area: CTE Entrepreneurship, Innovation, and Learning Enhancement Center

College

Saddleback College

Region

Los Angeles/Orange County

Name of person filling out this form

Mira Manchik

Email address of person filling out this form

mmanchik@saddleback.edu

Primary contact for this program area

Anthony Teng

Email for primary contact for this program area

ateng@saddleback.edu

Phone number for primary contact for this program area

949.582.4895

Primary TOP Code for Program Area

0506.40 Small Business and Entrepreneurship

1.b Secondary TOP Code for Program Area

0505.00 Business Administration

1.c Secondary TOP Code for Program Area

0501.00 Business and Commerce, General

1.d Secondary TOP Code for Program Area

0509.00 Marketing and Distribution

1.e Secondary TOP Code for Program Area

0508.00 International Business and Trade

2. Provide a name for this program area

CTE Entrepreneurship, Innovation, and Learning Enhancement Center

3. Proposed Expenditures

Infusing Entrepreneurship into CTE by providing tech, marketing, and instructional resources to

enhance existing CTE programs for emerging and priority sectors. \$12,750 - Coordination;
Faculty/Staff dev stipends ; \$10,500 - Center support; \$3,488- Benefits; \$1,610-
Supplies/Materials; \$7,250- Consultants; Training / Conferences / Inservice; Marketing; Contract
Serv.; \$46,988- Tech/Equipment; Software, Center furniture.

4. Graduates per Year

120

5. Additional Graduates per Year

67

6. Is this expenditure in one of your region's priority or emergent industry sectors?

Small Business

8. Are you currently collaborating with other colleges in this program area to serve a regional labor market?

Yes

9.a Primary SOC Code and Job Title

No "ACROSS ALL" available.

11-1021.00 - General and Operations Managers

9.b SOC Code and Job Title

25-3099 - Teachers and Instructors, all other

9.c SOC Code and Job Title

11-2022.00 - Sales Managers

9.d SOC Code and Job Title

13-1071 - Human Resources Specialist

9.e SOC Code and Job Title

11-9199.04 - Supply Chain Managers

10. Geographic area to be served

Local College District

Local County

Los Angeles

Orange County

San Diego/Imperial

Entire State

1. In 2013, how many people are employed in the job titles and the region you are serving

51,981

2. How many people are projected to be employed in 2016

53,737

3. Projected average annual openings over 2013-2016

1,661

4. Average starting hourly wage

Range: from \$13.70 - to \$27.87

5. Median hourly wage

Range: from \$22.24 - \$56.81

6. Average annual supply from community colleges for the regions and occupations specified

120 (from SC)

7. Average annual total supply from all sources

1,558 (OC region)

8. Annual Net Demand

103

9. Sources of above labor market information

Source provided by LAOCRC - Centers of Excellence report.

10. Other labor market information that informed this investment

Additional beneficiaries to this investment will be sole proprietors, small business start ups, and independent contractors that are not reflected in the LMI data supplied. Significant small business beneficiaries will be identified across multiple industry sectors.

11. Regional Alignment

This program is a pilot program and it does fit within our region's priority and emergent sectors. Because of the nature of K-12 education and generational capabilities and interests, articulation agreements with local K-12 schools would be pursued to help students get started at a younger age and be equipped to employ themselves in the workplace at a younger, and for some, a more naturally skilled age.

13. Industry Match

- Location - physical space of the center
- Utilities
- Faculty Development

14. Impact on students

This project includes the following projected outcomes: 1) Expand and enhance current CTE curriculum with business world experiences and opportunities: hosting an industry consultant/guest speaker events, faculty development/"Train-the-Trainer" workshops; 2) Develop at least five relationships with local business leaders to generate internship opportunities and a mentor pipeline/networked community of hiring employers. 3) Enhance and expand inter-departmental CTE curriculum within at least three five CTE TOPS at Saddleback College; 4) Develop articulation relationships with both local 6-12 and four-year institutions in California; 5) Establish a portable computer lab for use in CTE classes. 6) Conduct in-service presentations for Saddleback College faculty on industry findings from conference attendance.

This is one of the most emergent career sectors in marketing currently, and the education, training, and skilled experience available is vastly limited. Students have few formalized programs to choose their certified education from. This project not only develops a solution for to that demand, but it also further establishes California as a hub for technology and digital media marketing education, and specifically Saddleback College Business Science Division as a leader in the provider of quality, relevant and employable certificate programs.

15. Momentum points

LI 1. Alignment of skillsets within a program (or set of courses) to a particular occupation and the needs of the labor market

LI 2. Regionalization of stackable certificates aligned with a particular occupation ladder

LI 3. Alignment of a certificate with state-, industry-, nationally-, and/or employer-recognized certification

LI 5. Curriculum articulation along a career or multi-career educational pathway

MP 1. Completed an individual career and skills awareness workshop in middle school that included a normed assessment process and was in a Doing What MATTERS priority or emerging sector

MP 2. Completed a bridge program between middle school and high school and revised student career/education plan

MP 3. Completed a student orientation & assessment program while in middle school or high school

MP 4. Completed one course in high school within a CTE pathway

MP 5. Completed two or more courses in high school within a CTE pathway

MP 6. Completed a CTE articulated course

MP 7. Completed a program in high school within a CTE pathway

MP 8. Completed a bridge program between high school and college in a CTE pathway

MP 10. Transitioned from a high school CTE pathway to a similar community college CTE pathway

MP 11. Transferred from a high school CTE pathway to a similar CSU, UC or private/independent university CTE pathway

MP 12. Completed a counselor-approved college education plan, for first-time community college students who enter a CTE pathway

- MP 16. Retention rate between Fall and Spring within a CTE pathway
- MP 23. Completed an associate degree in a CTE major
- MP 24. Completed an associate degree in a major different from student's college CTE pathway
- MP 27. Participated in a college internship or workplace learning program within a CTE pathway
- MP 28. Attained a job placement in the same or similar field of study as CTE pathway
- MP 30. Attained a wage gain in a career in the same or similar CTE pathway
- MP 31. Attained wages equal to or greater than the median entry level regional wage for that CTE pathway
- MP 32. Attained wages greater than the regional standard-of-living wage
- MP 33. Participated in incumbent worker training or contract education in a CTE pathway

16. Categories of Expenditure

- Equipment
- Curriculum Development
- Professional Development
- Industry Engagement
- Regional Alignment
- K-12, 4-Year Articulation
- Regional marketing of multi-college programs
- Membership

1000

\$12,750

1000 Detail

- Stipend to design, plan, and develop the center; coordinate budget, project activities and programs offered. Complete state reports.
- Faculty development stipends.

2000

\$10,500

2000 Detail

Center support staff - assistance with the development of the center. Processing requisitions/work orders and invoices - assistance with budgets and reporting.

3000

\$3,488

3000 Detail

Benefits - state regulated.

4000

\$1,610

4000 Detail

Non-Instructional supplies; training books and materials, In-house printing.

5000

\$7,250

5000 Detail

Guest speaker honoraria; consultant services; conference attendance; mileage, advertising/promo materials, Event/workshop expenses. Contracted services. Membership for "Gaucho Jobs". Training.

6000

\$46,988

6000 Detail

New equipment and tech: portable computer lab equipment and software: iPads and Laptops; Storage carts, chargers. Center's furniture.

Total Budget for Program Area

\$82,586

Culinary

CTE Enhancement Fund Program Area Application

Program Area: Facility upgrade and sustainable project-based learning in Culinary.

College

Saddleback College

Region

Los Angeles/Orange County

Name of person filling out this form

Mira Manchik

Email address of person filling out this form

mmanchik@saddleback.edu

Primary contact for this program area

Anthony Teng

Email for primary contact for this program area

ateng@saddleback.edu

Phone number for primary contact for this program area

949.582.4895

Primary TOP Code for Program Area

1307.00 Hospitality

1.b Secondary TOP Code for Program Area

1306.00 Nutrition, Foods, and Culinary Arts

1.c Secondary TOP Code for Program Area

0506.40 Small Business and Entrepreneurship

1.d Secondary TOP Code for Program Area

1307.10 Restaurant and Food Services and Management

1.e Secondary TOP Code for Program Area

0109.00 Horticulture

2. Provide a name for this program area

Facility upgrade and sustainable project-based learning in Culinary.

3. Proposed Expenditures

\$77,912.50: equipment and rework and installation: plumbing, grease interceptor, electrical,

circuit and air curtain; reffridgerator and blast chiller; oven; everything for the edible garden.
\$2,875: faculty stipends, staff support, and benefits to run and coordinate the program and the budget. \$400 - Supplies. \$625 - Promos, Training. New Equipment - \$74,012.50

4. Graduates per Year

33

5. Additional Graduates per Year

10

6. Is this expenditure in one of your region's priority or emergent industry sectors?

Retail/Hospitality/Tourism

8. Are you currently collaborating with other colleges in this program area to serve a regional labor market?

Yes

9.a Primary SOC Code and Job Title

35-2012.00 - Cooks, Institution and Cafeteria

9.b SOC Code and Job Title

35-2014.00 - Cooks, Restaurant

9.c SOC Code and Job Title

35-1011.00 - Chefs and Head Cooks

9.d SOC Code and Job Title

35-2021.00 - Food Preparation Workers

10. Geographic area to be served

Local College District

Local County

Los Angeles

Orange County

San Diego/Imperial

1. In 2013, how many people are employed in the job titles and the region you are serving

25043

2. How many people are projected to be employed in 2016

27285

3. Projected average annual openings over 2013-2016

1369

4. Average starting hourly wage

Range: \$8.49 - \$15.31

5. Median hourly wage

Range: \$10.09 - \$23.29

6. Average annual supply from community colleges for the regions and occupations specified

40 (from SC)

7. Average annual total supply from all sources

364 (from Orange county)

8. Annual Net Demand

1005

9. Sources of above labor market information

Provided source by LAOCRC - Centers of Excellence report

10. Other labor market information that informed this investment

The data doesn't include the small business owners/entrepreneurs...

11. Regional Alignment

The culinary programs in our region are impacted; student demand and industry partners are desperate for the addition of quality educational partners. Our program and curriculum align with similar programs in our region with the exception of an opportunity for "production experience" to our students. With this plan we can better align ourselves with other similar programs and assist with workforce demand. Certain hotels in the Orange County region will not accept our students until they have real world production experience; right now they have to find that at an outside job or volunteer opportunity. The hotels in this region will accept production experience if this project goes through increasing job placement and student success rates.

Hospitality is projected to have the second largest increase in jobs. Full service restaurants are predicted to add 18,000 jobs or increase 30% over the next 7 years. Saddleback College can support our region's economic work force demands by expanding our culinary arts program to include a production kitchen. The culinary programs in our region are impacted; student demand and industry partners are desperate for the addition of quality educational partners. Certain hotels in the Orange County region will not accept our students until they have real world production experience. The hotels in this region will accept production experience if this project goes through increasing job placement and student success rates.

13. Industry Match

Location, faculty development, utilities.

14. Impact on students

#1. Saddleback College is located in a community that is home to a large Hospitality base. We work closely with our local Hotel industry, this segment is thriving! They are currently challenged with a lack of qualified applicants. our program is working to meet the needs of our local industry. We can support their workforce demands by better preparing our students with the "hands on" production experience this plan will create. #2. By partnering with the horticulture department and incorporating sustainable cuisine and an edible garden into our curriculum, our students will learn the close links among growing vegetables and herbs, preparing healthy and nutritious meals, sustainable operating practices related to the restaurant industry, as well as understanding the environmental ethics, based upon the "Farm to Table" model emphasizing sustainability. #3. Partnerships with Business Department - entrepreneurship program.

15. Momentum points

LI 1. Alignment of skillsets within a program (or set of courses) to a particular occupation and the needs of the labor market

LI 2. Regionalization of stackable certificates aligned with a particular occupation ladder

LI 3. Alignment of a certificate with state-, industry-, nationally-, and/or employer-recognized certification

LI 5. Curriculum articulation along a career or multi-career educational pathway

MP 27. Participated in a college internship or workplace learning program within a CTE pathway

MP 28. Attained a job placement in the same or similar field of study as CTE pathway

MP 30. Attained a wage gain in a career in the same or similar CTE pathway

MP 31. Attained wages equal to or greater than the median entry level regional wage for that CTE pathway

MP 32. Attained wages greater than the regional standard-of-living wage

MP 33. Participated in incumbent worker training or contract education in a CTE pathway

16. Categories of Expenditure

Equipment

Professional Development

Industry Engagement

Regional Alignment

Regional marketing of multi-college programs

1000

\$1,500

1000 Detail

Coordination, planning, budget, and reporting. Faculty stipends for faculty development.

2000
\$1,000

2000 Detail

Culinary lab project support staff.

3000
\$375

3000 Detail

Benefits - state regulated.

4000
\$400

4000 Detail

Non-instructional supplies and materials; in-house printing.

5000
\$625

5000 Detail

Faculty development training session. Event related expenses. Promo materials.

6000
\$74,012

6000 Detail

New equipment: rework plumbing at prep sink from direct waste to add a floor sink, rework plumbing to existing utility sink to become a floor mounted Mop sink, add a small 750 gallon grease interceptor, add electrical circuit and air curtain over designated deliver door. Freezer, chiller, exemption application and associated costs for existing Vulcan double stack electric oven, allowance for service smallwares. Materials for the edible garden.

Total Budget for Program Area
\$77,912

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Out-of-State Travel, Phi Theta Kappa 97th International Convention, April 15-19, 2015, San Antonio, Texas

ACTION: Approval

BACKGROUND

Saddleback College has made a commitment through the years to support activities that enhance effective student leadership. Periodically, student representatives participate in leadership activities on a national level.

STATUS

Up to three students and one faculty advisor are planning to attend the Phi Theta Kappa 97th International Convention in San Antonio, Texas. Dates of the conference, inclusive of travel, are from Wednesday, April 15, 2015 through Sunday, April 19, 2015. Funds for this conference are available in the Phi Theta Kappa chapter account in an amount not to exceed \$5,684.84. There is no impact to the general fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the out-of-state student travel for up to three students and one faculty advisor to attend the Phi Theta Kappa 97th International Convention in San Antonio, Texas from April 15-19, 2015 at a cost not to exceed \$5,684.84.

PHI THETA KAPPA CONVENTION EXPENSES

Location: San Antonio, Texas

Dates of Convention: 4/15/15 – 4/19/15

Number of Students: 3

Number of Advisors: 1

Budget:

Conference Registration:	\$307 (per person) x 4	\$1,228.00
Transportation (Air Fare):	\$367.20 (per person) x 4	\$1,468.80
Shuttle Airport/Hotel/Return	\$130.00 including tip	\$ 130.00
Hotel 3 rooms	\$238.17 including tax x 3	\$ 2,858.04
(1 for Advisor, 1 for two female students, 1 for a male student)		
Total Hotel charges for four nights		
Total Charges		\$ 5,684.84
Average \$1,421.21 per attendee		

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College and Irvine Valley College: Curriculum and Certificates/Degrees Revisions for the 2015-2016 Academic Year

ACTION: Approval

BACKGROUND

The Saddleback College and Irvine Valley College Curriculum Committees and Academic Senates review and approve curriculum for each academic year.

STATUS

Saddleback College and Irvine Valley College propose revisions to the curriculum as outlined in Exhibits A and B. The exhibits include new, revised, and deleted courses recommended by the Curriculum Committee and the Academic Senate of Saddleback College and Irvine Valley College for the 2015-2016 academic year.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed changes in curriculum as listed in Exhibits A and B.

**2015-16 Proposed Curriculum Revisions
Saddleback College**

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
FAMT	ART 9	431629.00	CERAMICS FUNDAMENTALS	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u>
FAMT	ART 10	992359.00	CERAMICS - HANDBLDG I	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , cat desc, sch desc, tps, lrng obj, assign, txt
FAMT	ART 11	992360.00	CERAMICS - WHEEL I	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , tps, lrng obj, moe, assign, txt
FAMT	ART 12	992307.00	CERAMICS - WHEEL II	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , tps, lrng obj, moe, assign, txt, val

**2015-16 Proposed Curriculum Revisions
Saddleback College**

FAMT	ART 13	992308.00	CERAMICS - WHEEL III	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , tps, lrng obj, moe, assign, txt, val
FAMT	ART 40	72010.00	2-D FOUNDATIONS	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , tps, moe
FAMT	ART 41	72030.00	THREE-DIMENSION DESGN	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u>
FAMT	ART 42	72040.00	COLOR THEORY/PRACTICE	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , rec prep fr ART 40 and 80 to <u>ART 40, 50, and 80</u> , cat desc, sch desc, tps, lrng obj, moe, txt, val
FAMT	ART 50	992309.00	PAINTING - I	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , lrng obj, moe, assign
FAMT	ART 51	992310.00	PAINTING - II	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , cat desc, sch desc, tps, lrng obj, moe, assign, val
FAMT	ART 52	992311.00	PAINTING - III	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , cat desc, sch desc, tps, moe, assign, val
FAMT	ART 53	992312.00	PAINTING-LIVE MODEL I	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , sch desc, tps, lrng obj, moe, assign, val
FAMT	ART 54	992313.00	PAINT-LIVE MODEL II	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , sch desc, tps, lrng obj, moe, assign, val
FAMT	ART 57	992314.00	WATERCOLOR I	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , cat desc, sch desc, tps, moe, val
FAMT	ART 58	992315.00	WATERCOLOR II	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , cat desc, sch desc, tps, lrng obj, moe, txt
FAMT	ART 59	992316.00	WATERCOLOR III	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , cat desc, sch desc, tps, moe, txt, val
FAMT	ART 60	992317.00	INTAGLIO & RELIEF I	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , cat desc, tps, lrng obj, assign, txt, val
FAMT	ART 61	992318.00	INTAGLIO & RELIEF II	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , tps, lrng obj, moe, assign, txt, val
FAMT	ART 62	992319.00	INTAGLIO & RELIEF III	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , rec prep fr None to <u>ART 80</u> , cat desc, sch desc, tps, lrng obj, moe, assign, txt, val

FAMT	ART 70	992320.00	FUND. OF SCULPTURE	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , tps, lrng obj, moe, assign, txt
FAMT	ART 71	992321.00	ADDITIVE SCULPTURE	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , prereq fr None to <u>ART 70</u> , rec prep fr ART 70 to <u>None</u> , tps, lrng obj, moe, assign, txt, val
FAMT	ART 72	992322.00	SUBTRACTIVE SCULPTURE	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , prereq fr None to <u>ART 71</u> , rec prep fr ART 70 to <u>None</u> , cat desc, sch desc, tps, lrng obj, moe, assign, txt, val
FAMT	ART 78	992323.00	BEGIN LIFE SCULPTURE	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , tps, lrng obj, moe, assign, txt
FAMT	ART 79	992324.00	ADV. LIFE SCULPTURE	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , prereq fr None to <u>ART 78</u> , rec prep fr ART 78 to <u>None</u> , tps, lrng obj, moe, assign, txt, val
FAMT	ART 80	992325.00	DRAWING I	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , tps, moe, assign
FAMT	ART 81	992326.00	DRAWING II	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , tps, moe, assign, txt, val
FAMT	ART 82	992327.00	DRAWING III	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , sch desc, tps, lrng obj, moe, assign, txt, val
FAMT	ART 85	992328.00	DRAWING-LIVE MODEL I	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , tps, moe, assign, val
FAMT	ART 86	992329.00	DRAWING-LIVE MODEL II	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , cat desc, sch desc, tps, moe
FAMT	ART 87	992330.00	DRAWNG LIVE MODEL III	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , cat desc, sch desc, tps, moe
FAMT	ART 143	405007.00	ART SURVIVAL	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , tps, lrng obj, moe, assign
FAMT	ART 150	992738.00	ARCH CERAMICS I	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , tps, lrng obj, assign
FAMT	ART 164	431873.00	INTAGLIO & RELIEF IV	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , tps, val

2015-16 Proposed Curriculum Revisions
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FAMT	ART 175	108070.00	METAL CASTING	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , tps, lrng obj, moe, assign, val
FAMT	ART 216	992361.00	CERAMIC - HANDBLDG II	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , tps, lrng obj, moe, assign, txt, val
FAMT	ART 217	992306.00	CERAMICS-HANDBLG III	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , tps, lrng obj, moe, assign, txt, val
FAMT	ART 228	405003.00	JEWELRY I	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , tps, lrng obj, moe, assign
FAMT	ART 229	405004.00	JEWELRY II	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , tps, lrng obj, moe, assign, val
FAMT	ART 230	405005.00	JEWELRY III	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , tps, lrng obj, moe, assign, val
FAMT	ART 231	405006.00	JEWELRY IV	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , lrng obj, moe, assign, val
FAMT	ART 250	432764.00	LANDSCAPE PAINTING	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , rec prep fr ART 50 to <u>ART 50, 80</u> , tps, lrng obj, moe, assign, val
FAMT	ART 261	431872.00	OPAQUE WATERCOLOR	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1.5 lec/4.5 lab/0 lrng cntr</u> , rec prep fr ART 54 to <u>ART 57</u> , lrng obj
FAMT	ARTH 20	96010.00	ART APPRECIATION	moe, txt
FAMT	ARTH 21	96060.00	WOMEN AND ART	moe, txt
FAMT	ARTH 22	96080.00	SURVEY OF ASIAN ART	lrng obj, moe, assign
FAMT	ARTH 23	96090.00	AFRICAN & OCEANIC ART	moe, assign
FAMT	ARTH 24	429472.00	INDIG. ARTS OF AMERCS	moe, assign
FAMT	ARTH 25	96140.00	ART: ANCIENT-GOTHIC	sch desc, moe
FAMT	ARTH 29	431903.00	INTRO TO WORLD ART	moe
FAMT	ARTH 100	78010.05	GALLERY DISPLAY EXHIB	hrs fr 3 lec/3 lab/0 lrng cntr to <u>2 lec/3 lab/0 lrng cntr</u> , tps, txt
FAMT	ARTH 120	96290.00	TOUR-ART HIST/APPREC.	lrng obj, moe, assign, txt
FAMT	CTVR 3	180200.00	AMERICAN CINEMA	moe
FAMT	CTVR 5	450041.00	INTERNATIONAL CINEMA	moe, txt
FAMT	CTVR 7	433764.00	CROSS CULTURAL CINEMA	moe, txt
FAMT	CTVR 9	429768.00	WOMEN IN CINEMA/TV	moe, txt
FAMT	CTVR 40	180260.10	TV/FILM SCRIPTWRTG I	sch desc, moe, val
FAMT	CTVR 111	180030.00	AUDIO/SOUND DESIGN	hrs fr 2 lec/2 lab/0 lrng cntr to <u>3 lec/1 lab/0 lrng cntr</u> , tps, lrng obj

**2015-16 Proposed Curriculum Revisions
Saddleback College**

FAMT	CTVR 114	180050.00	RADIO STATION ACTIV.	hrs fr 1 lec/2 lab/0 lrng cntr to <u>2 lec/1 lab/0 lrng cntr</u> , tps, lrng obj
FAMT	CTVR 115	180090.00	ADV RADIO BROADCASTNG	ti fr ADVANCED RADIO BROADCASTING to <u>ADVANCED RADIO PERFORMANCE AND STUDIO OPERATIONS</u> , hrs fr 1 lec/2 lab/0 lrng cntr to <u>2 lec/1 lab/0 lrng cntr</u> , cat desc, sch desc, tps, lrng obj, moe, assign, txt
FAMT	CWE 180	405008.00	COOPERATIVE WORK EXPERIENCE-CINEMA, TV, RADIO	tps, lrng obj, moe, txt
FAMT	CWE 180	405009.00	COOPERATIVE WORK EXPERIENCE-CINEMA, TV, RADIO	tps, lrng obj, moe, txt
FAMT	ETT 45	836020.00	SCENE DESIGN	ti fr SCENE DESIGN to <u>INTRODUCTION TO SCENIC DESIGN</u> , gr opt fr Letter grade or pass/no pass to <u>Letter grade only</u> , cat desc, sch desc, tps, moe, assign, txt, val
FAMT	ETT 100	433964.00	APPLIED TECH THEATRE	units fr 3.0 to <u>2.0</u> , lrng obj, moe
FAMT	ETT 102	433966.00	STAGE MANAGEMENT	dc
FAMT	ETT 103	433968.00	ENTERTAINMENT INTERNS	lrng obj, moe, assign, txt
FAMT	ETT 104	433979.00	COSTUME CRAFTS	dc
FAMT	ETT 130	836055.00	THEATRE MANAGEMENT	dc
FAMT	ETT 144	836070.00	THEATRE SCENERY PAINT	lrng obj, moe, txt
FAMT	ETT 201	433967.00	ENTERTAINMENT CAD	dc
FAMT	ETT 240	433392.00	ADVANCED STAGECRAFT	cat desc, sch desc, tps, moe, txt
FAMT	ETT 242	992523.00	THEME/STYLES OF PAINT	moe, txt
FAMT	ETT 244	992522.00	ADVAN SCENERY PAINT	tps, moe, txt, val
FAMT	ETT 246	432264.00	THEATRE AUDIO TECHNIQ	tps, moe, txt, val
FAMT	FA 27	332010.00	INTRO. TO FINE ARTS	tps, moe, assign, txt
FAMT	MUS 1	542010.00	THE BASICS OF MUSIC	lrng obj, moe, assign, txt
FAMT	MUS 15	428443.00	MUSIC COMPOSITION	tps, lrng obj, moe, assign, txt, val
FAMT	MUS 20	548010.05	MUSIC APPRECIATION	cat desc, sch desc, tps, moe, assign, txt
FAMT	MUS 23	429187.00	INTRO TO WORLD MUSIC	moe, assign
FAMT	MUS 24	548100.00	MUSIC OF 20TH CENTURY	ti fr MUSIC OF THE 20TH CENTURY to <u>MUSIC SINCE 1900</u> , cat desc, sch desc, tps, moe, assign, txt
FAMT	MUS 28	548170.10	HISTORY OF ROCK	tps, moe, assign, txt
FAMT	MUS 31	554011.00	BAROQUE SOCIETY	ti fr BAROQUE SOCIETY to <u>CHAMBER CHOIR</u> , rpt fr None to <u>R-E-2</u> , cat desc, sch desc, tps, lrng obj, moe, assign, txt
FAMT	MUS 32	554022.00	ORATORIO SOCIETY	ti fr ORATORIO SOCIETY to <u>SINGING SOCIETY</u> , tps, moe, assign
FAMT	MUS 46	542060.05	JAZZ IMPROVISATION	units fr 1.0 to <u>1.5</u> , tps, moe, txt

FAMT	MUS 50	566010.20	AP MUSIC: INSTRUMENTAL	units fr 2.5 to <u>1.0</u> , hrs fr 2 lec/5 lab/0 lrng- cntr to <u>0 lec/3 lab/0 lrng cntr</u> , ti fr APPLIED- MUSIC: INSTRUMENTAL to <u>APPLIED MUSIC</u> , lim fr College audition and- concurrent enrollment in ensemble course:- MUS 40, 41, 42, 43, 47, 62, 148, 297 to <u>College audition and concurrent enrollment in performance ensemble</u> , cat desc, sch desc, tps, moe, assign, val, retaining rpt 3 times
FAMT	MUS 51	566020.20	AP MUSIC: KEYBOARD	dc
FAMT	MUS 52	566030.20	APPLIED MUSIC: VOICE	dc
FAMT	MUS 56	992335.00	ADVANCED PIANO	units fr 3.0 to <u>2.5</u> , rec prep fr MUS-55 to <u>MUS 55B or four years of piano study</u> , rpt fr R-E-3 to <u>None</u> , tps, moe
FAMT	MUS 58	584080.00	REPERTOIRE & PERFORM	units from 3.0 to <u>2.5</u> , tps, moe
FAMT	MUS 60	992336.00	BEG CLASSICAL GUITAR	units fr 1.5 to <u>1.0</u> , tps, moe
FAMT	MUS 61	992337.00	INTER CLASS'L GUITAR	units fr 1.5 to <u>1.0</u> , tps, moe, val
FAMT	MUS 62	992338.00	ADV CLASSICAL GUITAR	hrs fr 2 lec/2 lab/0 lrng- cntr to <u>1 lec/3 lab/0 lrng cntr</u> , tps, moe, val
FAMT	MUS 64	560100.00	PIANO ENSEMBLE	units fr 2.0 to <u>1.5</u> , rpt fr R-E-3 to <u>None</u> , sch desc, tps
FAMT	MUS 65	560110.00	PIANO ACCOMPANYING	units fr 1.0 to <u>1.5</u> , rec prep fr MUS-55 to <u>MUS 55A or two years of piano study</u> , cat desc, tps, moe, val
FAMT	MUS 66	560170.00	CHAMBER MUSIC	units fr 1.0 to <u>2.0</u> , hrs fr 1 lec/2 lab/0 lrng- cntr to <u>1 lec/3 lab/0 lrng cntr</u> , rpt fr R-E-3 to <u>None</u> , tps, lrng obj, moe
FAMT	MUS 75	429476.00	STRING LITERATURE	tps, moe
FAMT	MUS 80	992339.00	BEGINNING VOICE	units fr 2.0 to <u>1.5</u> , tps, moe, assign, txt
FAMT	MUS 81	992340.00	INTERMEDIATE VOICE	units fr 2.0 to <u>1.5</u> , tps, lrng obj, moe, assign, txt
FAMT	MUS 82	608040.00	VOC REP PERF PROCED	units fr 2.0 to <u>1.5</u> , tps, val
FAMT	MUS 92	432545.00	MUSICIANSHIP I	units fr 2.0 to <u>1.0</u> , hrs fr 1 lec/2 lab/0 lrng- cntr to <u>0 lec/3 lab/0 lrng cntr</u> , cat desc, tps, lrng obj, moe, assign, txt, val
FAMT	MUS 93	432546.00	MUSICIANSHIP II	units fr 2.0 to <u>1.0</u> , hrs fr 1 lec/2 lab/0 lrng- cntr to <u>0 lec/3 lab/0 lrng cntr</u> , tps, moe, val
FAMT	MUS 118	524020.25	MULTI-TRACK RECORDING	units fr 3.0 to <u>2.5</u>
FAMT	MUS 130	429751.00	MUSIC PRODUCTION I	units fr 3.0 to <u>2.5</u>
FAMT	MUS 148	560080.10	JAZZ ENSEMBLE	hrs fr 2 lec/2 lab/0 lrng- cntr to <u>1 lec/3 lab/0 lrng cntr</u> , tps, moe, retaining rpt 3 times
FAMT	MUS 173	429748.00	INT GUITAR	units fr 1.0 to <u>1.5</u> , val

FAMT	MUS 178	992341.00	BEG PIANO PEDAGOGY	hrs fr 3 lec/0 lab/0 lng cntr to <u>3 lec/1 lab/0 lng cntr</u> , tps, moe, assign
FAMT	MUS 179	992342.00	INT PIANO PEDAGOGY	hrs fr 3 lec/0 lab/0 lng cntr to <u>3 lec/1 lab/0 lng cntr</u> , rec prep fr Two years of previous piano study or MUS 178 to <u>Three years of previous piano study or MUS 178</u> , cat desc, tps, assign, txt, val
FAMT	MUS 194	429750.00	MUSICIANSHIP III	fr MUS 194 to <u>MUS 94</u> , UC transferable course code fr No UC Credit to <u>Yes</u> , units fr 2.0 to <u>1.0</u> , hrs fr 2 lec/1 lab/0 lng cntr to <u>0 lec/3 lab/0 lng cntr</u> , tps, lng obj, moe
FAMT	MUS 241	992435.00	MED SIZE MAL JAZZ ENS	units fr 3.0 to <u>2.0</u> , hrs fr 2 lec/2 lab/0 lng cntr to <u>1 lec/3 lab/0 lng cntr</u> , tps, moe
FAMT	MUS 242	992434.00	AFRICAN-AMER ENS JAZZ	units fr 3.0 to <u>2.0</u> , hrs fr 2 lec/2 lab/0 lng cntr to <u>1 lec/3 lab/0 lng cntr</u> , tps, moe
FAMT	MUS 252A	584110.00	JAZZ PIANO I	units fr 2.0 to <u>1.5</u> , tps, moe, txt
FAMT	MUS 252B	992529.00	JAZZ PIANO II	units fr 2.0 to <u>1.5</u> , tps
FAMT	MUS 252C	992530.00	JAZZ PIANO III	units fr 2.0 to <u>1.5</u> , tps
FAMT	MUS 255	992525.00	PIANO COMPOSERS TODAY	units fr 2.0 to <u>1.5</u> , tps, moe
FAMT	MUS 256	992527.00	ADV PIANO PEDAGOGY	hrs fr 3 lec/0 lab/0 lng cntr to <u>3 lec/1 lab/0 lng cntr</u> , rec prep fr MUS 178 or two years of previous piano study to <u>MUS 179 or four years of previous piano study</u> , tps, moe, txt, val
FAMT	MUS 257	992526.00	PIANO CLASSICS	units fr 2.0 to <u>1.5</u> , hrs fr 2 lec/2 lab/0 lng cntr to <u>1 lec/2 lab/0 lng cntr</u> , tps, moe
FAMT	MUS 260	430835.00	BASIC GUITAR	units fr 2.0 to <u>1.5</u> , tps, moe
FAMT	PHOT 156	992345.00	DIGITAL PHOTO III	sch desc, tps, lng obj, moe, assign, txt, val
FAMT	SP 2	806040.00	PERSUASION	rec prep fr SP 1 and ENG 1A with a grade of "C" or better to <u>SP 1 and/or ENG 1A/1AH with a grade of "C" or better</u> , moe, assign, txt, val
FAMT	SP 8	429451.00	GENDER COMMUNICATION	lng obj, moe, assign
FAMT	SP 30	806140.05	INTRO. ORAL INTERPRET.	fr c/l with TA 30 to <u>not c/l with TA 30</u>
FAMT	SP 32	806160.05	INTERPRETERS' THEATRE	hrs fr 3 lec/2 lab/0 lng cntr to <u>3 lec/0 lab/0 lng cntr</u> , rec prep fr SP 30 or TA 30 to <u>SP 30</u> , fr c/l with TA 32 to <u>not c/l with TA 32</u> , cat desc, sch desc, tps, moe, assign

FAMT	SP 106	806090.10	FORENSICS ACTIVITY	hrs fr 2 lec/2 lab/0 lrng cntr to <u>1 lec/3 lab/0 lrng cntr</u> , tps, assign, retaining rpt 3 times
FAMT	SP 106	806090.25	FORENSICS ACTIVITY	hrs fr 3 lec/3 lab/0 lrng cntr to <u>1 lec/6 lab/0 lrng cntr</u> , tps, assign, retaining rpt 3 times
FAMT	TA 12	818030.00	DIRECTING	lrng obj, moe, assign, txt, val
FAMT	TA 22	429242.00	MUS TH HIST & APPREC	tps, moe, txt
FAMT	TA 30	806140.10	INTRO.ORAL INTERPRET.	dc
FAMT	TA 32	806160.10	INTERPRETERS' THEATRE	dc
FAMT	TA 35	806170.10	VOICE AND DICTION	cat desc, sch desc, tps, lrng obj, moe, assign, txt
FAMT	TA 252	433395.10	SUMMER CONSERV: 20TH	gr opt fr Letter Grade or Pass/No Pass to <u>Letter Grade only</u> , moe, txt, val
FAMT	TA 255	433404.10	SUMMER CONSERV:CONTEM	gr opt fr Letter Grade or Pass/No Pass to <u>Letter Grade only</u> , moe, txt, val
HSBS	HS 220	450203.00	BENEFITS ENTITLEMENT	cat desc, sch desc, assign
HSBS	HSC 222	386380.00	CPR-HEALTHCARE PRVDRS	cat desc, tps, lrng obj, moe
HSBS	HSC 226	386425.00	ADV CARD LIFE SUPPORT	cat desc, sch desc, tps, lrng obj, assign, moe
HSBS	HSC 227	430827.00	PALS	lim fr Current BLS Healthcare Provider course completion card or equivalent with American Heart Association criteria , to <u>Current AHA BLS Healthcare Provider course completion card</u> , rec prep fr HSC-217 to <u>None</u> , cat desc, sch desc, lrng obj, moe, val
HSBS	HSC 228	386435.00	CALC FOR MEDS	lrng obj, moe, assign, txt
HSBS	HIT 219	992443.00	DIRECTED PRACTICE	units fr 3.0 to <u>4.0</u> , hrs fr 2 lec/2 lab/0 lrng ctr , to <u>3 lec/3 lab/0 lrng ctr</u> , prereq fr HIT-202, 203, 207, 209, 212, 221, 220, and HSC-233 to <u>HIT 215</u> , txt, val
HSBS	HIT 220	650736.00	ICD-10-PCS	ti fr ICD-10-PCS to <u>ICD/PROCEDURE CODING</u> , units fr 3.0 to <u>2.0</u> , hrs fr 3 lec/0 lab/0 lrng cntr to <u>2 lec/0 lab/0 lrng cntr</u> , prereq fr HSC-244 to <u>BIO 113</u> , cat desc, sch desc, tps, lrng obj, moe, txt, val
HSBS	HIT 221	992446.00	ICD-10-CM	ti fr ICD-10-CM to <u>ICD/DIAGNOSTIC CODING</u> , prereq fr HSC-244 to <u>BIO 113</u> , cat desc, sch desc, tps, lrng obj, assign, moe, val
HSBS	INSR 200	450003.00	ADV CODE CRT PRP	rec prep fr INSR-224A, INSR-226A, INSR-228A , to <u>MA 224A, MA 226A, MA 228A</u> , cat desc, tps, lrng obj, moe, txt

HSHS	MA 217A	429438.00	MA CLINICAL EXP-ADMIN	prereq fr Enrollment in Medical Assistant Program and completion of MA 206, 211A, 212A, 213A, 222, HSC 201, 222, and INSR 224A, 226A, 228A, 260 to <u>Enrollment in Medical Assistant Program and completion of MA 206, 211A, 212A, 213A, HSC 201, 222, 233, and MA 224A, 226A, 228A, 260</u> , cat desc, sch desc, tps, lrng obj, assign, moe, txt, val
HSHS	MA 217B	429440.00	MA CLIN EXP-BACK OFFI	prereq fr Enrollment in Medical Assistant Program and completion of MA 206, 211B, 212B, 213B, 214B, 218B, 222, HSC 201, 222, and INSR 260 to <u>Enrollment in Medical-Assistant Program and completion of MA 206, 211B, 212B, 213B, 214B, 218B, 260, HSC 201, 222, and 233</u> , cat desc, sch desc, tps, lrng obj, assign, moe, txt, val
HSHS	MA 217C	485300.00	MA CLIN EXP-COMPREHEN	prereq fr Enrollment in Medical Assistant Program and completion of HSC 201, 222, MA 206, 211A, 211B, 212A, 212B, 213A, 213B, 214B, 218B, 222, and INSR 224A, 226A, 228A, 260 to <u>Enrollment in Medical-Assistant Program and completion of HSC 201, 222, 233, MA 206, 211A, 211B, 212A, 212B, 213A, 213B, 214B, 218B, 224A, 226A, 228A, and 260</u> , sch desc, tps, lrng obj, assign, moe, txt, val
HSHS	MLT 210	450148.00	INTRO CLIN LAB PROF	lrng obj, moe
HSHS	MLT 211	450149.00	BASIC LAB PROCEDURES	lrng obj, moe, txt
HSHS	MLT 230	992622.00	CLINICAL CHEMISTRY	prereq fr MLT 210 and official admission to the MLT program to <u>Official admission to the MLT program</u> , rec prep MLT 211 to <u>None</u> , tps, moe, txt, val
HSHS	MLT 232	450156.00	CLINICAL MICROBIOLOGY	prereq fr MLT 210 and BIO 15 and official admission to the Medical Laboratory Technician Program to <u>MLT 210 and Official Admission Into the MLT Program</u> , lrng obj, moe, assign, txt, val

HSHS	MLT 235	450150.00	CLINICAL URINALYSIS	prereq fr MLT 210 and Official Admission to the Medical Laboratory Technician (MLT) Program to <u>MLT 211 and Official Admission Into the MLT Program</u> , rec prep fr MLT 211 , to <u>MLT 210</u> , lrng obj, moe, txt, val
HSHS	MLT 236	992623.00	CLINICAL HEMATOLOGY	prereq fr MLT 210 and official admission to the MLT program to <u>Official admission to the MLT program</u> , rec prep fr MLT 211 to <u>None</u> , lrng obj, moe, val
HSHS	MLT 242	450157.00	CLIN CHEM PRACTICUM	lim fr None to <u>Completion of all required didactic courses and acceptance into a clinical site</u> , tps, lrng obj, moe, txt, val
HSHS	MLT 243	450151.00	CLIN IMMUNO/IMMUNOHEM	prereq fr MLT 233 to <u>MLT 236 & Official Admission into the MLT Program</u> , lrng obj, moe, val
HSHS	MLT 244	450158.00	CLIN HEMA COAG UA PR	prereq fr MLT 235 and 236 to <u>MLT 236</u> , lim fr None to <u>Completion of all required didactic courses and acceptance into a clinical site</u> , tps, lrng obj, moe, val
HSHS	MLT 252	450159.00	CLIN MICRO PRACTICUM	lim fr None to <u>Completion of all required didactic courses and acceptance into a clinical site</u> , tps, lrng obj, moe, txt, val
HSHS	MLT 253	450160.00	CLIN IMM/IMMUNOHEM PR	prereq fr MLT 243 to <u>MLT 243 & MLT 244 or MLT 242 or MLT 252</u> , lim fr None to <u>Completion of all required didactic courses and acceptance into a clinical site</u> , tps, lrng obj, moe, val
HSHS	N 160	386223.00	PHARMACOLOGY FOR NURS	cat desc, tps, lrng obj, assign, moe, txt, val
HSHS	N 161	386225.00	LIFECYCLE 2 GROW DEV	tps, assign, moe
HSHS	N 162	450137.00	SUC TRNS PROF NSG LAB	prereq fr N 170 or current LVN license and completion of BIO 11, 12, 15 and ENG 1A to <u>None</u> , tps, lrng obj, moe, val

				prereq fr N 170 or current LVN license and completion of BIO 11, 12, 15 and ENG 1A to <u>BIO 11, 12, 15, and ENG 1A</u> , lim fr LVN with 1 year experience or transfer/int'l RN student. Complete within 3 semesters of entry into nursing program to <u>LVN with 1 year experience or transfer/international RN student. Must be completed within 3 semesters of entry into nursing program</u> , cat desc, sch desc, assign, moe, txt, val
HSHS	N 162	639500.00	SUCCESS TRNS PROF NSG	
HSHS	N 165	368010.10	LIFECYCLE1:FUND AGING	moe
HSHS	N 170	639010.00	NURSING PROCESS LAB	moe, txt, val
HSHS	N 170	639000.00	NURSING PROCESS	lrng obj, moe, txt, val
HSHS	N 172	639100.00	MED-SURG NURSING	assign, moe, txt, val
HSHS	N 172	639110.00	MED-SURG NURSING LAB	lrng obj, assign, moe, txt, val
HSHS	N 173	431709.00	NRSRG CARE CHLD & FMLS	tps, lrng obj, moe, txt, val
HSHS	N 173	431713.00	NSG CARE CHLD FML LAB	tps, lrng obj, assign, moe, txt, val
HSHS	N 174	639300.00	WOMEN'S HEALTH NRSRG	tps, assign, moe, txt, val
HSHS	N 174	639310.00	WOMEN'S HLTH NRSRG LAB	tps, moe, txt, val
HSHS	N 176	639400.00	ADVANCED NURSING	tps, assign, moe, txt, val
HSHS	N 176	639410.00	ADVANCED NURSING LAB	moe, txt
HSHS	N 202	433723.00	SUCCESS IN NURSING	cat desc, sch desc, tps, assign, moe, txt
HSHS	N 204	475002.00	BEG NURSING CONCEPTS	tps, lrng obj, moe, txt
HSHS	N 238	386520.00	PERIOPERATIVE NURSING I	hrs fr 5 lec/32 lab/0 lrng cntr to <u>3 lec/21 lab/0 lrng cntr</u> , sch desc, tps, lrng obj, moe, txt, val
HSHS	N 245	644053.00	IV THERAPY TECH NSG	tps, lrng obj, moe, txt
HSHS	CWE 180	992512.00	CWE: NEW RN INTERN	cat desc, sch desc, moe, txt, val
HSHS	SL 140	992619.00	SL SKILLS BEG	assign, moe, val
HSHS	SL 141	992620.00	SL SKILLS INT	moe, val
HSHS	SL 142	992621.00	SL SKILLS ADV	moe, val
HSHS	SL 201	433379.00	FINGERSPELLING AND NUMBERS	hrs fr 2 lec/0 lab/2 lrng cntr to <u>0 lec/3 lab/0 lrng cntr</u> , tps, lrng obj, moe
KNES	DANC 9	680050.00	CHOREOGRAPHY	rec prep fr Two semesters of dance training to <u>None</u> , hrs fr 2 lec/2 lab/0 lrng cntr to <u>2 lec/3 lab/0 lrng cntr</u> , tps, moe, assign, val
KNES	DANC 38	992757.00	INTERMED.MAT PILATES	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	DANC 51	992346.05	INTRO. TO BALLET	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>

**2015-16 Proposed Curriculum Revisions
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KNES	DANC 52	992347.00	BALLET DANCE LEVEL I	rec prep fr DANC 51 to <u>None</u> , hrs fr 0.67- lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , tps, lrng obj, moe, assign, txt, val
KNES	DANC 52	992347.05	BALLET DANCE LEVEL I	rec prep fr DANC 51 to <u>None</u> , tps, lrng obj, moe, assign, txt, val
KNES	DANC 53	992348.00	INTERMEDIATE BALLET	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , cat desc, sch desc, tps, lrng obj, moe, assign, txt, val
KNES	DANC 53	992348.05	INTERMEDIATE BALLET	cat desc, sch desc, tps, lrng obj, moe, assign, txt, val
KNES	DANC 54	992349.00	INTRO TO MODERN DANCE	hrs fr 0.67/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , sch desc, tps, lrng obj, moe, txt
KNES	DANC 54	992349.05	INTRO TO MODERN DANCE	sch desc, tps, lrng obj, moe, txt
KNES	DANC 55	992350.00	MODERN DANCE LEVEL I	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , cat desc, sch desc, tps, lrng obj, moe, txt, val
KNES	DANC 55	992350.05	MODERN DANCE LEVEL I	cat desc, sch desc, tps, lrng obj, moe, txt, val
KNES	DANC 56	992351.00	INTER. MODERN DANCE	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , cat desc, sch desc, tps, lrng obj, moe, txt, val
KNES	DANC 56	992351.05	INTER. MODERN DANCE	cat desc, sch desc, tps, lrng obj, moe, txt, val
KNES	DANC 57	992352.00	INTRO TO JAZZ DANCING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , sch desc, tps, lrng obj, moe, assign, txt
KNES	DANC 57	992352.05	INTRO TO JAZZ DANCING	sch desc, tps, lrng obj, moe, assign, txt
KNES	DANC 58	992353.00	JAZZ DANCING LEVEL I	rec prep fr DANC 57 to <u>None</u> , hrs fr 0.67- lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , cat desc, sch desc, tps, lrng obj, moe, assign, txt, val
KNES	DANC 58	992353.05	JAZZ DANCING LEVEL I	rec prep fr DANC 57 to <u>None</u> , cat desc, sch desc, tps, lrng obj, moe, assign, txt, val
KNES	DANC 59	992354.00	INTER. JAZZ DANCING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , cat desc, sch desc, tps, lrng obj, moe, assign, txt, val
KNES	DANC 59	992354.05	INTER. JAZZ DANCING	cat desc, sch desc, tps, lrng obj, moe, assign, txt, val
KNES	DANC 60	992355.00	INTRO. TO TAP DANCING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , sch desc, tps, lrng obj, moe, assign, txt
KNES	DANC 60	992355.05	INTRO TO TAP DANCING	sch desc, tps, lrng obj, moe, assign, txt

KNES	DANC 61	992356.00	TAP DANCING LEVEL I	rec prep fr DANC 60 to <u>None</u> , hrs fr 0.67- lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , cat desc, sch desc, tps, lrng obj, moe, assign, txt, val
KNES	DANC 61	992356.05	TAP DANCING LEVEL I	rec prep fr DANC 60 to <u>None</u> , cat desc, sch desc, tps, lrng obj, moe, assign, txt, val
KNES	DANC 62	992357.00	INTER. TAP DANCING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , cat desc, sch desc, tps, lrng obj, moe, assign, txt, val
KNES	DANC 62	992357.05	INTER. TAP DANCING	cat desc, sch desc, tps, lrng obj, moe, assign, txt, val
KNES	DANC 63	675060.10	EXERCISE FOR DANCERS	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , cat desc, sch desc, tps, lrng obj, moe, assign, txt
KNES	DANC 65	432277.00	INTRO. TO MAT PILATES	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	DANC 66	433725.00	INTRO. TO LATIN DANCE	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	DANC 67	433990.00	POINTE BALLET	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	DANC 68	992281.00	INTRO TO SOCIAL DANCE	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	DANC 69	992588.00	INT. SOCIAL DANCE	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	DANC 70	992587.00	INTERMED LATIN DANCE	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	DANC 115	992715.00	REPERTORY I	fr DANC 115 to <u>DANC 15</u> , UC transferable course code fr No UC Credit to <u>Yes</u> , cat desc, sch desc
KNES	DANC 116	430327.00	REPERTORY II	fr DANC 116 to <u>DANC 16</u> , UC transferable course code fr No UC Credit to <u>Yes</u> , cat desc, sch desc
KNES	DANC 128	430327.00	YOGA FOR DANCERS	fr DANC 128 to <u>DANC 28</u> , UC transferable course code fr No UC Credit to <u>Yes</u> , cat desc, sch desc
KNES	DANC 171	430323.00	ADVANCED BALLET	fr DANC 171 to <u>DANC 71</u> , UC transferable course code fr No UC Credit to <u>Yes</u> , hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , cat desc, sch desc; retaining rpt 3 times
KNES	DANC 171	430323.05	ADVANCED BALLET	fr DANC 171 to <u>DANC 71</u> , UC transferable course code fr No UC Credit to <u>Yes</u> , cat desc, sch desc; retaining rpt 3 times

KNES	DANC 172	430324.00	ADVANCED MODERN DANCE	fr DANC 172 to <u>DANC 72</u> , UC transferable course code fr No UC Credit to <u>Yes</u> , hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , cat desc, sch desc; retaining rpt 3 times
KNES	DANC 172	430324.05	ADVANCED MODERN DANCE	fr DANC 172 to <u>DANC 72</u> , UC transferable course code fr No UC Credit to <u>Yes</u> , cat desc, sch desc; retaining rpt 3 times
KNES	DANC 173	430325.00	ADVANCED JAZZ DANCE	fr DANC 173 to <u>DANC 73</u> , UC transferable course code fr No UC Credit to <u>Yes</u> , hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , cat desc, sch desc; retaining rpt 1 time
KNES	DANC 175	430326.00	ADVANCED TAP DANCE	fr DANC 175 to <u>DANC 75</u> , UC transferable course code fr No UC Credit to <u>Yes</u> , hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , cat desc, sch desc; retaining rpt 1 time
KNES	DANC 177	430331.00	DNC ACTVTS: LTN ARBCS	fr DANC 177 to <u>DANC 77</u> , UC transferable course code fr No UC Credit to <u>Yes</u> , hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , cat desc, sch desc
KNES	DANC 178	430330.00	HIP HOP	fr DANC 178 to <u>DANC 78</u> , UC transferable course code fr No UC Credit to <u>Yes</u> , hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , cat desc, sch desc
KNES	IA 1	668010.00	MEN'S FOOTBALL	units fr 2.0 to <u>3.0</u> , retaining rpt 3 times
KNES	IA 2	668020.00	MEN'S BASKETBALL	units fr 1.0 to <u>1.5</u> , cat desc, sch desc, retaining rpt 3 times
KNES	IA 2	668020.05	MEN'S BASKETBALL	units fr 2.0 to <u>3.0</u> , cat desc, sch desc, retaining rpt 3 times
KNES	IA 3	668030.00	MEN'S BASEBALL	units fr 2.0 to <u>3.0</u> , retaining rpt 3 times
KNES	IA 4	668040.00	MEN'S TRACK AND FIELD	units fr 2.0 to <u>3.0</u> , retaining rpt 3 times
KNES	IA 5	668050.00	MEN'S CROSS COUNTRY	units fr 2.0 to <u>3.0</u> , retaining rpt 3 times
KNES	IA 6	668060.00	MEN'S GOLF	units fr 2.0 to <u>3.0</u> , retaining rpt 3 times
KNES	IA 7	668070.00	MEN'S WATER POLO	units fr 2.0 to <u>3.0</u> , retaining rpt 3 times
KNES	IA 8	668080.00	MEN'S SWIM & DIVE	units fr 2.0 to <u>3.0</u> , retaining rpt 3 times
KNES	IA 9	668090.00	MEN'S TENNIS	units fr 2.0 to <u>3.0</u> , retaining rpt 3 times
KNES	IA 10	668100.00	WOMEN'S VOLLEYBALL	units fr 2.0 to <u>3.0</u> , retaining rpt 3 times
KNES	IA 11	668110.00	WOMEN'S SOFTBALL	units fr 2.0 to <u>3.0</u> , retaining rpt 3 times
KNES	IA 12	668120.00	WOMEN'S BASKETBALL	units fr 1.0 to <u>1.5</u> , cat desc, sch desc, retaining rpt 3 times

KNES	IA 12	668120.05	WOMEN'S BASKETBALL	units fr 2.0 to <u>3.0</u> , cat desc, sch desc, retaining rpt 3 times
KNES	IA 13	668130.00	WOMEN'S TENNIS	units fr 2.0 to <u>3.0</u> , retaining rpt 3 times
KNES	IA 14	668140.00	WOMEN'S SWIM AND DIVE	units fr 2.0 to <u>3.0</u> , retaining rpt 3 times
KNES	IA 16	668160.00	WOMEN'S TRACK & FIELD	units fr 2.0 to <u>3.0</u> , retaining rpt 3 times
KNES	IA 17	668170.00	WOMEN'S CROSS COUNTRY	units fr 2.0 to <u>3.0</u> , retaining rpt 3 times
KNES	IA 18	429923.00	WOMEN'S WATER POLO	units fr 2.0 to <u>3.0</u> , retaining rpt 3 times
KNES	IA 19	431087.00	WOMEN'S GOLF	units fr 2.0 to <u>3.0</u> , retaining rpt 3 times
KNES	IA 20	992693.00	OFF SEASON TRAINING	units fr 1.0 to <u>1.5</u> , retaining rpt 3 times
KNES	IA 20	992693.05	OFF SEASON TRAINING	units fr 2.0 to <u>3.0</u> , val, retaining rpt 3 times
KNES	IA 21	432084.00	WOMEN'S SOCCER	units fr 2.0 to <u>3.0</u> , retaining rpt 3 times
KNES	IA 30	992689.00	OFF SEASON TRAINING	units fr 1.0 to <u>1.5</u> , retaining rpt 3 times
KNES	IA 30	992689.05	OFF SEASON TRAINING	units fr 2.0 to <u>3.0</u> , retaining rpt 3 times
KNES	KNES 1	674010.05	CARDIOVASCULAR COND.	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 2	674075.00	STRENGTH TRAINING	units fr 2.0 to <u>1.5</u> , tps, moe, txt
KNES	KNES 3	674070.10	CIRCUIT WEIGHT TRNG	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 4	674110.05	BEG. WEIGHT LIFTING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 5	674110.20	INT. WEIGHT LIFTING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 6	674170.05	ADV. WEIGHT LIFTING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 7	429186.05	STEP TRAINING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 8	674185.00	CARDIO KICKBOXING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 9	428249.10	STRETCH/FLEX/COND	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 10	992711.00	CROSS TRAINING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 17	432280.00	BEGINNING BOWLING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 18	432280.10	INTERMEDIATE BOWLING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 19	674410.05	CYCLING/SPINNING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 20	674430.10	BEGINNING GOLF I	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 21	674430.20	BEGINNING GOLF II	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>

KNES	KNES 22	674430.30	INTERMEDIATE GOLF	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 23	674430.40	ADVANCED GOLF	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 24	674510.05	BEGINNING TENNIS I	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 25	674510.15	BEGINNING TENNIS II	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 26	674510.25	INTERMEDIATE TENNIS	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 27	674510.35	ADVANCED TENNIS	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 28	674590.10	BEGINNING YOGA	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 29	674610.05	INTRO. TAI CHI CH'UAN	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 30	674640.05	ADVANCE TRACK & FIELD	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 31	432285.00	MUSCLE TONING WOMEN	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 33	432270.00	BEGINNING SURFING I	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 34	432270.05	BEG SURF II: SHORTBRD	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 35	432270.10	INTERMEDIATE SURFING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 36	432270.15	ADVANCED SURFING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 37	992710.00	INTERMEDIATE TAI CHI	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 38	992757.05	INTERM. MAT PILATES	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 39	992694.00	INTERMEDIATE YOGA	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 40	432539.05	ADVANCED YOGA	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 41	674680.05	SWIM FOR NONSWIMMERS	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 42	674680.15	INTERMEDIATE SWIMMING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 43	674680.25	ADV SWIMMING & DIVING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 44	674770.05	AQUATIC CONDITIONING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>

KNES	KNES 45	674800.05	ADVANCED WATER POLO (COED)	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 49	433741.00	AQUA AEROBICS	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 50	674820.15	AEROBIC DANCE	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 56	429945.05	ATH. TRN. FALL SPTS.	hrs fr 1 lec/2 lab/0 lrng cntr to <u>1 lec/3 lab/0 lrng cntr</u> , tps, lrng obj, val
KNES	KNES 57	680100.00	PEP SQUAD I	lim fr None to <u>Competitive audition required</u> , rec prep fr None to <u>Previously competed on high school, community college, or 4-year college cheer or song team</u> , units fr 2.5 to <u>1.5</u> , hrs fr 0 lec/5 lab/0 lrng cntr to <u>0 lec/4.5 lab/0 lrng cntr</u> , tps, txt, val
KNES	KNES 58	992766.00	PEP SQUAD II	lim fr None to <u>Competitive audition required</u> , units fr 2.5 to <u>1.5</u> , hrs fr 0 lec/5 lab/0 lrng cntr to <u>0 lec/4.5 lab/0 lrng cntr</u> , tps, txt, val
KNES	KNES 59	992708.00	ATH. TRAINING--SPRING	hrs fr 1 lec/2 lab/0 lrng cntr to <u>1 lec/3 lab/0 lrng cntr</u> , tps, val
KNES	KNES 63	433726.00	BEG ROCK CLIMBING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 65	432277.05	INTRO. TO MAT PILATES	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 66	433727.05	CORE TRAINING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 68	432765.00	WALKING FOR FITNESS	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 69	433719.00	TRAIL HIKING	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 70	675110.05	BASKETBALL	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 71	675110.15	ADVANCED BASKETBALL	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 72	675150.05	BEGINNING SOCCER	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 73	675150.15	ADVANCED SOCCER	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 74	675190.05	SLOW PITCH SOFTBALL	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 76	675230.05	BEGINNING VOLLEYBALL	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 77	675230.20	INTERMED. VOLLEYBALL	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>

KNES	KNES 78	675230.30	ADVANCED VOLLEYBALL	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 79	675290.05	ADVANCED BASEBALL	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 80	675310.05	ADVANCED FOOTBALL	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 81	433755.00	BEG. BEACH VOLLEYBALL	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 82	433969.00	RECREATIONAL BASEBALL	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 84	992759.00	INT. BEACH VOLLEYBALL	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 90	428244.10	BEG. SELF-DEFENSE	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 91	992763.00	INTERM. SELF DEFENSE	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 93	675350.10	BEGINNING KARATE	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 94	675355.10	BEGINNING AIKIDO	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 95	992761.00	INTERMEDIATE AIKIDO	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 96	675355.30	ADVANCED AIKIDO	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 97	992762.00	INTERMEDIATE KARATE	hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u>
KNES	KNES 115	675385.00	INT. CYCLING/SPINNING	crs id fr KNES 115 to <u>KNES 15</u> , UC transferable course code fr No UC Credit to <u>L - UC credit limitations (see UC list)</u> , hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , cat desc, sch desc
KNES	KNES 116	675386.00	INTERM CARDIO KICKBOX	crs id fr KNES 116 to <u>KNES 16</u> , UC transferable course code fr No UC Credit to <u>L - UC credit limitations (see UC list)</u> , hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , cat desc, sch desc
KNES	KNES 160	675381.00	FUNDAMENTALS OF YOGA	crs id fr KNES 160 to <u>KNES 60</u> , UC transferable course code fr No UC Credit to <u>L - UC credit limitations (see UC list)</u> , cat desc, sch desc

KNES	KNES 161	675382.00	TEACHING OF YOGA	crs id fr KNES 161 to <u>KNES 61</u> , UC transferable course code fr No UC Credit to <u>L - UC credit limitations (see UC list)</u> , cat desc, sch desc
KNES	KNES 162	675383.00	PHILOSOPHY OF YOGA	crs id fr KNES 162 to <u>KNES 62</u> , UC transferable course code fr No UC Credit to <u>L - UC credit limitations (see UC list)</u> , cat desc, sch desc
KNES	KNES 185	992760.00	ADV. BEACH VOLLEYBALL	crs id fr KNES 185 to <u>KNES 85</u> , UC transferable course code fr No UC Credit to <u>L - UC credit limitations (see UC list)</u> , hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , cat desc, sch desc
KNES	KNES 186	675384.00	BACKPACKING	crs id fr KNES 186 to <u>KNES 86</u> , UC transferable course code fr No UC Credit to <u>L - UC credit limitations (see UC list)</u> , hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , cat desc, sch desc
KNES	KNES 198	405083.00	INTRODUC. TO QIGONG	crs id fr KNES 198 to <u>KNES 98</u> , UC transferable course code fr No UC Credit to <u>L - UC credit limitations (see UC list)</u> , hrs fr 0.67 lec/1.33 lab/0 lrng cntr to <u>0.5 lec/1.5 lab/0 lrng cntr</u> , cat desc, sch desc

IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES
SCHOOL OF HEALTH SCIENCES, KINESIOLOGY AND ATHLETICS

RECREATION AND LEISURE STUDIES
Associate in Arts

DELETED EFFECTIVE FALL 15

	Units
<i>Core Courses (13—15 units):</i>	
—KNES 85—Prevention and Treatment Of Athletic Injuries	3
—KNES 102—Introduction to Physical Education, Fitness and Sport	2
<i>Choose at least one course from the following:</i>	
—HLTH 1—Health Education	3
—HLTH 2—First Aid: Responding to Emergencies	3
—HLTH 103—Women's Health Issues	3
—NUT 1—Principles of Nutrition	3
<i>Choose at least one course from the following:</i>	
—KNES 86—Theory of Coaching	3
—KNES 101—Introduction to Sport Psychology	3
<i>Choose at least one course from the following:</i>	
—HLTH 107—Survey and Assessment of Fitness	1
—HLTH 131—Simple Strategies for Successful Weight Management	1.5
—KNES 100—Introduction to Therapy and Rehabilitation	3
<i>Complete an additional 6 units from the following courses:</i>	
—KNES 103, 104, 105, 106 or CWE 168 (Professional Development)	up to 3
—KNES 3, 4, 5, 6 (Fitness and Weight Training)	up to 2
—KNES 11, 11A, 11B, 12, 12A, 12B, 20, 22, 23, 25, 25A, 25B, 26, 26A, 26B, 32 (Individual Sports)	up to 2
—KNES 71, 73, 76, 77, 78, 79 (Team Sports)	up to 2
—IA 1, 2, 3, 6, 7, 9, 10, 12, 13, 15, 18, 19, 20 (Intercollegiate Athletics)	up to 2
—DNCE 1, 1A, 1B, 6, 6A, 6B, 7, 7A, 7B, 12, 12A, 12B, 13, 13A, 13B, 17, 17A, 17B, 18, 18B, 18B, 22, 23, 30, 33, 34, 36, 50, 50A, 50B, 51 (Dance)	up to 2
—Total Units	19-21

IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES
SCHOOL OF LANGUAGES AND LEARNING RESOURCES

SPANISH		Units
Associate in Arts		
<i>Complete the following courses:</i>		
SPAN 1	Beginning Spanish I	5
(or SPAN 1A and 1B)		
SPAN 2	Beginning Spanish II	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

SPANISH		Units
Associate in Arts		
<i>Complete the following courses:</i>		
SPAN 1	Beginning Spanish I	5
Or		
SPAN 1H	Beginning Spanish 1H	5
SPAN 2	Beginning Spanish II	5
SPAN 3	Intermediate Spanish	5
SPAN 4	Intermediate Spanish	5
SPAN 10	Intermediate Conversational Spanish	3
OR		
SPAN 11	Advanced Conversational Spanish	3
Total Units		23

IRVINE VALLEY COLLEGE
Curriculum Changes for 2015/2016

	A	B	C	D	E
1				KEY CODE	assign: Assignments
2					c/l w/+: cross-listed with (and list the other crs id)
3					co: corequisite
4					crsd: course id
5					dc: delete course
6					dv: delete version of course
7					hrs: hours
8					lim: limitation
9					lrng obj: learning objectives
10					moe: methods of evaluation
11					nc: new course
12					nv: new version of an existing course
13					prereq: prerequisite
14					rec: recommended preparation
15					rpt: repeatability
16					sam: SAM code
17					sr: scheduled review with no significant revisions
18					ti: title
19					top: TOP code
20					tps: topics
21					txt: textbook
22					un: units
23					val: validation
24	SCHOOL	CRS ID	CATID	TITLE	ACTION TAKEN
25	Social Sciences	AJ 102	205.00	Criminal Procedures	txt
26	Social Sciences	AJ 103	210.00	Introduction to Evidence	txt
27	Social Sciences	AJ 105	220.00	Introduction to Investigation	txt
28	Social Sciences	AJ 106	225.00	Police Field Operations	txt
29	Social Sciences	AJ 107	230.00	Criminal Law II	txt
30	Social Sciences	AJ 111	250.00	Law Enforcement Administration	txt
31	Social Sciences	AJ 112	255.00	Police Supervision	txt
32	Social Sciences	AJ 113	260.00	Constitutional Law and the Justice System	txt
33	Social Sciences	AJ 119	270.00	Introduction to Corrections	txt

IRVINE VALLEY COLLEGE
Curriculum Changes for 2015/2016

	A	B	C	D	E
34	Social Sciences	AJ 150	11019.00	Reporting Writing for Administration of Justice	txt
35	Social Sciences	AJ 168	11123.00	Cooperative Work Experience: Administration of Justice	hrs: from 1 hour lecture to 1 hour lab
36	Social Sciences	AJ 168	11123.20	Cooperative Work Experience: Administration of Justice	hrs: from 2 hour lecture to 2 hour lab
37	Social Sciences	AJ 168	11123.30	Cooperative Work Experience: Administration of Justice	hrs: from 3 hour lecture to 3 hour lab
38	Social Sciences	AJ 168	11123.40	Cooperative Work Experience: Administration of Justice	hrs: from 4 hour lecture to 4 hour lab
39	Social Sciences	AJ 250	445.00	P.O.S.T. Certified-Arrest, Search, Seizure, and Firearms	txt
40	Social Sciences	AJ 260	13201.00	Investigation and Trial Preparation - District Attorney	txt
41	Life Sciences	BIO 15	1020.05	General Microbiology	desc, tps, lrng obj, moes, assign, txt, val
42	Life Sciences	BIO 167	14164.00	Cooperative Work Experience: Biology	From 1 lec hr to 1 lab hr
43	Life Sciences	BIO 19	1035.00	Marine Biology	txt
44	Life Sciences	BIO 19H	1035.15	Marine Biology Honors	txt
45	Languages	CHI 180	13229.00	Chinese Language Conference	coreq (CHI 1, 2, 3); txt, val
46	Languages and Learning Resources	CHI 1A	10313.05	Introduction to Beginning Chinese I	dc
47	Languages and Learning Resources	CHI 1B	10313.10	Continuation of Beginning Chinese I	dc
48	Languages and Learning Resources	CHI 2	10314.00	Beginning Chinese II	prereq (from CHI 1 or CHI 1B to CHI 1)
49	Languages and Learning Resources	CHI 2A	10314.05	Introduction to Beginning Chinese II	dc
50	Languages and Learning Resources	CHI 2B	10314.10	Continuation of Beginning Chinese II	dc
51	Languages and Learning Resources	CHI 3	13241.00	intermediate Chinese I	prereq (from CHI 2 or CHI 2B to CHI 2)

IRVINE VALLEY COLLEGE
Curriculum Changes for 2015/2016

	A	B	C	D	E
52	Languages and Learning Resources	CHI 3A	13241.10	Introduction to Intermediate Chinese I	dc
53	Languages and Learning Resources	CHI 3B	13241.20	Continuation of Intermediate Chinese I	dc
54	Business Science	CIM 221.1	1855.10	Photoshop I	dc
55	Business Science	CIM 221.2	10389.00	Photoshop II	dc
56	Business Science	CIM 225.1	11143.00	Creative Suite	dc
57	Business Science	CIM 230.1	1834.00	InDesign I	dc
58	Business Science	CIM 230.2	1836.00	InDesign II	dc
59	Business Science	CIM 242.1	10393.00	Flash I	dc
60	Business Science	CIM 242.2	10394.00	Flash II	dc
61	Business Science	CIM 242.3	10416.00	Flash III	dc
62	Guidance and Counseling	COUN 100A	14353.00	AA/AA-T/AS/AS-T/Certificate	crsid: formerly COUN 200A; ti
63	Guidance and Counseling	COUN 100B	14357.00	CSU Student Education Plan	crsid: formerly COUN 200B
64	Guidance and Counseling	COUN 102	13227.00	Career Exploration and Life Planning Career	txt
65	Guidance and Counseling	COUN 2	14355.00	UC Student Education Plan	crsid: formerly COUN 200B
66	Math, CS, Engr	CS 40A	1715.30	Computer Organization and Assembly Language I	prereq (from CS 36, 37 or 38 to CS 36); desc; tps; moe; val
67	Math, CS, Engr	CS 41	1645.40	Data Structures	prereq (from CS 36, 37 or 38 to CS 37 or 38)
68	Math, CS, Engr	DMP 168	11127.00	Cooperative Work Experience: Design Model Making	hrs: from 1 hour lecture to 1 hour lab

IRVINE VALLEY COLLEGE
Curriculum Changes for 2015/2016

	A	B	C	D	E
69	Math, CS, Engr	DMP 168	11127.20	Cooperative Work Experience: Design Model Making	hrs: from 2 hour lecture to 2 hour lab
70	Math, CS, Engr	DMP 168	11127.30	Cooperative Work Experience: Design Model Making	hrs: from 3 hour lecture to 3 hour lab
71	Math, CS, Engr	DMP 168	11127.40	Cooperative Work Experience: Design Model Making	hrs: from 4 hour lecture to 4 hour lab
72	Languages	ESL 201	14407.00	Academic Writing III for Multilingual Writers	Coreq: From ESL 389 to ESL 201L
73	Languages	ESL 201L	14526.00	Academic Writing III Learning Center	nc: 0 unit, 1 hr lrn ctr; coreq: ESL 201
74	Languages	ESL 301	14412.00	Academic Writing II for Multilingual Writers	Coreq: From ESL 389 to ESL 301L
75	Languages	ESL 301L	14430.00	Academic Writing II Learning Center	nc: 0 unit, 1 hr lrn ctr; coreq: ESL 301
76	Languages and Learning Resources	FR 10	2960.00	Intermediate Conversational French	prereq (from FR 2 or FR 2B to FR 2)
77	Languages and Learning Resources	FR 1A	2930.05	Introduction to Beginning French I	dc
78	Languages and Learning Resources	FR 1B	2930.10	Continuation of Beginning French I	dc
79	Languages and Learning Resources	FR 2	2945.00	Beginning French II	prereq (from FR 1 or FR 1B to FR 1)
80	Languages and Learning Resources	FR 2A	2945.05	Introduction to Beginning French II	dc
81	Languages and Learning Resources	FR 2B	2945.10	Continuation of Beginning French II	dc
82	Languages and Learning Resources	FR 3	2950.00	Intermediate French	prereq (from FR 2 or FR 2B to FR 2)

IRVINE VALLEY COLLEGE
Curriculum Changes for 2015/2016

	A	B	C	D	E
83	Physical Sciences	GEOL 165	14494.00	Geology Field Studies: Yosemite National Park	nc: 1 unit (.5 lec/1.5 lab hrs); lim: Students must be able to hike, camp (tents, sleeping bags, cooking, limited showers), and live in a group environment
84	Physical Sciences	GEOL 167	13228.00	Cooperative Work Experience: Geology	hrs: from 1 hour lecture to 1 hour lab
85	Physical Sciences	GEOL 167	13228.10	Cooperative Work Experience: Geology	hrs: from 2 hours lecture to 2 hours lab
86	Physical Sciences	GEOL 167	13228.20	Cooperative Work Experience: Geology	hrs: from 3 hours lecture to 3 hours lab
87	The Arts	IMA 20	14418.00	Writing and Storyboarding for Games	formerly IMA 120, desc, txt
88	The Arts	IMA 30	13244.05	3D Animation	Formerly IMA 130, desc, txt, val
89	The Arts	IMA 40	14378.05	Introduction to Game Design	Formerly IMA 104; desc, coreq (from IMA 98 to none),
90	The Arts	IMA 88	14375.05	3D Character Animation II	prereq (from IMA 130 to IMA 30)
91	The Arts	IMA 98	14377.05	3D Modeling for Games and Film	coreq (From IMA 104 to IMA 40)
92	Languages and Learning Resources	JA 180	13231.00	Japanese Language Conference	co (delete JA 1A/1B and JA 2A/2B; add JA 1H to list of corequisites)
93	Languages and Learning Resources	JA 1A	4095.05	Introduction to Beginning Japanese I	dc
94	Languages and Learning Resources	JA 1B	4095.10	Continuation to Beginning Japanese I	dc
95	Languages and Learning Resources	JA 2	4110.05	Beginning Japanese II	prereq (from JA 1 or JA 1B to JA 1)
96	Languages and Learning Resources	JA 2A	4110.05	Introduction to Beginning Japanese II	dc
97	Languages and Learning Resources	JA 2B	4110.10	Continuation to Beginning Japanese II	dc

IRVINE VALLEY COLLEGE
Curriculum Changes for 2015/2016

	A	B	C	D	E
98	Languages and Learning Resources	JA 3	10330.00	Intermediate Japanese I	prereq (from JA 2 or JA 2B to JA 2)
99	Kinesiology	KNES 101	11155.05	Introduction to Sport Psychology	tps, txt
100	Physical Sciences	LET 168	14535.00	Cooperative Work Experience: Photonics	nc: 1 units (1 hr lab); lim: Application must be approved by CWE Coordinator
101	Business Science	LGL 168	13424.00	Cooperative Work Experience: Paralegal Studies	From lecture hours to lab
102	Business Science	LGL 168	13424.10	Cooperative Work Experience: Paralegal Studies	From lecture hours to lab
103	Business Science	LGL 168	13424.20	Cooperative Work Experience: Paralegal Studies	From lecture hours to lab
104	Business Science	LGL 168	13424.30	Cooperative Work Experience: Paralegal Studies	From lecture hours to lab
105	Humanities	LIT 49	9376.00	Popular Literature	Formerly LIT 110; desc, rec (WR 201, WR 399, or ESL 201), txt, val
106	Math, CS, Engr	MATH 351	3492.00	Arithmetic Review and Pre-Algebra Mathematics	Coreq: 351L; Rec: MATH 350A, B, C, D, E, F, G or H; val
107	Math, CS, Engr	MATH 351L	13097.00	Math 351 Learning Assistance	txt, val
108	Math, CS, Engr	MATH 353L	13098.00	Math 353 Learning Assistance	txt, val
109	Business Science	MGT 168	8775.25	Cooperative Work Experience: Management	hrs: from 1 hour lecture to 1 hour lab
110	Business Science	MGT 168	8775.30	Cooperative Work Experience: Management	hrs: from 2 hour lecture to 2 hour lab
111	Business Science	MGT 168	8775.35	Cooperative Work Experience: Management	hrs: from 3 hour lecture to 3 hour lab
112	Business Science	MGT 168	8775.20	Cooperative Work Experience: Management	hrs: from 4 hour lecture to 4 hour lab
113	Math, CS, Engr	MSS 325	6307.00	Basic Arithmetic Skills	txt, val
114	Physical Sciences	PHYS 167	14523.00	Cooperative Work Experience: Physics	nc; 1 unit/3 hrs lab; rec: Application must be approved by CWE coordinator
115	Physical Sciences	PHYS 4B	5650.00	General Physics	assign
116	Physical Sciences	PHYS 4C	5660.00	General Physics	assign
117	Social Sciences	PSYC 10	5887.00	Statistical Methods in the Behavioral Sciences	assign, txt, val

IRVINE VALLEY COLLEGE
Curriculum Changes for 2015/2016

	A	B	C	D	E
118	Languages and Learning Resources	RD 370	11187.00	Reading for College Success	sr
119	Languages	RD 74	5947.00	Critical Reading	Formerly RD 174; desc; prereq: WR 1 or 1H; text; val
120	Business Science	RE 170	5945.00	Real Estate Principles	desc, tps, lrng obj, moes, assign, txt
121	Business Science	RE 172	5950.00	Real Estate Practice	desc, tps, lrng obj, moes, assign, txt, val
122	Business Science	RE 174A	5955.00	Legal Aspects of Real Estate I	desc, tps, lrng obj, moes, assign, txt, val
123	Business Science	RE 175	5965.00	Real Estate Finance	desc, tps, lrng obj, moes, assign, txt, val
124	Business Science	RE 176A	5970.00	Real Estate Appraisal I	desc, tps, lrn obj, moe, assign, txt, val
125	Business Science	RE 190	6010.00	Escrow I	desc, tps, lrng obj, moes, assign, txt, val
126	Business Science	RE 250	6040.00	Real Estate Salesperson's License Preparation	desc, rec, tps, lrng obj, moes, assign, txt, val
127	Languages	SPAN 180	13269.00	Spanish Language Conference	coreq: From SPAN 1, 1A, 1B, 2, 3, 4, 10 or 11 to SPAN 1, 2, 3, 4, 10 or 11
128	Social Sciences	SRM 168	14241.00	Cooperative Work Experience: Sustainability and Resource Management	From 1 lec hr to 1 lab hr
129	Social Sciences	SRM 168	14241.20	Cooperative Work Experience: Sustainability and Resource Management	From 2 lec hr to 2 lab hr
130	Social Sciences	SRM 168	14241.40	Cooperative Work Experience: Sustainability and Resource Management	From 3 lec hr to 3 lab hr
131	The Arts	TA 4	6380.00	Acting Styles: Classical	assign, txt
132	Fine Arts	TA 9	6512.00	Musical Revue	dc
133	Humanities	WR 1	6566.00	College Writing I	desc, assign, txt
134	Humanities	WR 1H	6566.05	College Writing I Honors	desc, assign, txt

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College and Irvine Valley College: Revised 2015-2016
Instructional Material/Laboratory Fees

ACTION: Approval

BACKGROUND

The Board of Trustees annually approves changes in instructional material and laboratory fees. Such fees are charged, in compliance with the California Education Code and state regulations, in order to support the cost of specialized materials, supplies, and activities of various types of instruction. Proceeds from the fees are utilized to support the instructional costs for which they are collected.

STATUS

The introduction of new courses, the alteration of courses in the curriculum, and changes in costs for certain materials and supplies have required Saddleback College and Irvine Valley College to augment and revise instructional material and laboratory fees for 2015-2016. The proposed revised fees for 2015-2016 are presented in Exhibits A and B.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve revised instructional material and laboratory fees for 2015-2016, as presented in Exhibits A and B.

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

SADDLEBACK COLLEGE
2015-2016 Revised Laboratory Fees

<u>Course</u>	<u>Cat. I.D.</u>	<u>Title</u>	<u>Fee</u>	<u>Fee</u>	<u>Purpose</u>
			<u>Current</u>	<u>Proposed</u>	
<u>ADVANCED TECHNOLOGY AND APPLIED SCIENCE</u>					
ENV 18	144150.10	Intro to Ecology	6.00	9.00	Lab Materials, Entrance Fees
MST 214B	512410.05	Advanced Cruising	205.00	220.00	Boat Leasing, Fuel
MST 215	428952.00	Vessel Command and Org	205.00	220.00	Boat Leasing, Fuel
FASH 120	162170.05	Tailoring	20.00	15.00	Thread, notions, interfacing
FASH 136	162260.00	Apparel Design	10.00	15.00	Poster board, art paper, paint
FASH 144	162310.00	Fash Trends & Cultural Costumes	5.00	10.00	Binder, paper
GC 106	992498.00	Advanced Screen Printing	35.00	30.00	Film, ink, toner
GD 151	374270.00	Digital Layout and Design	20.00	15.00	Toner & Paper
GD 600	90060.00	Digital Illustration II	0.00	20.00	Binders, CD, comp
GD 601	90061.00	BioMedical Illustration	0.00	20.00	Binders, CD, comp
MFG 600	433757.00	CNC Comp Num Contl Prog I	0.00	40.00	3D Object Supplies
MFG 601	433758.00	CNC Comp Num Contl Prog II	0.00	60.00	3D Object Supplies
<u>BUSINESS SCIENCE, VOCATIONAL EDUCATION & ECONOMIC DEVELOPMENT</u>					
NO CHANGES					
<u>COMM. ED., EMERITUS INSTITUTE & K-12 PARTNERSHIPS</u>					
NO CHANGES					
<u>FINE ARTS</u>					
PHOTO 603	431630.00	Creative Photographic Lighting	0.00	35.00	Ink Cartridge Set
ART 9	431629.00	Ceramic Fundamentals	35.00	30.00	Ceramic Supplies
ART 10	992359.00	Ceramics - Handbuilding I	35.00	30.00	Ceramic Supplies
ART 11	992360.00	Ceramics - Wheel I	35.00	30.00	Ceramic Supplies
ART 12	992307.00	Ceramics - Wheel II	35.00	30.00	Ceramic Supplies
ART 13	992308.00	Ceramics - Wheel III	35.00	30.00	Ceramic Supplies
ART 216	992361.00	Ceramics - Handbuilding II	35.00	30.00	Ceramic Supplies
ART 217	992306.00	Ceramics - Handbuilding III	35.00	30.00	Ceramic Supplies
<u>HEALTH SCIENCES & HUMAN SERVICES</u>					
N 170	639000.00	Nursing Process	126.00	116.00	Removal of Lexicomp
N 172	639100.00	Med-Surg Nursing	122.00	112.00	Removal of Lexicomp
N 174	639300.00	Women's Health Nrsg	22.00	12.00	Removal of Lexicomp
N 176	639400.00	Advanced Nursing	79.00	69.00	Removal of Lexicomp
N 162	639500.00	Success Trans Prof Nrsg	237.00	0.00	Removal of ATI
MLT 211	450149.00	Basic Laboratory Procedures	0.00	3.00	Lab Supplies
MLT 230	992622.00	Clinical Chemistry	0.00	10.00	Lab Supplies
MLT 232	450156.00	Clinical Microbiology	0.00	10.00	Lab Supplies
MLT 235	450150.00	Clinical Urinalysis	0.00	3.00	Lab Supplies
MLT 236	992623.00	Clinical Hematology	0.00	10.00	Lab supplies
MLT 243	450151.00	Clinical Immunology	0.00	10.00	Test kits for blood bank lab
<u>KINESIOLOGY & ATHLETICS</u>					
IA 1	668010.00	Men's Football	0.00	150.00	Adidas Team Clothes
<u>Course</u>	<u>Cat. I.D.</u>	<u>Title</u>	<u>Fee</u>	<u>Fee</u>	<u>Purpose</u>
			<u>Current</u>	<u>Proposed</u>	

SADDLEBACK COLLEGE
2015-2016 Revised Laboratory Fees

LIBERAL ARTS

No Changes

MATHEMATICS, SCIENCE & ENGINEERING

GEOL 2	356020.00	Historical Geology	3.00	0.00
GEOL 1	356010.00	Intro to Physical Geology	5.00	0.00
GEOL 20	242010.00	Into to Earth Science	5.00	0.00
GEOL 23	326090.10	Environmental Geology	5.00	0.00
Math 3A	518030.00	Analytic Geometry and Calculus	3.00	0.00
Math 10	518100.00	Introduction to Statistics	3.00	0.00

SOCIAL & BEHAVIORAL SCIENCES

NO CHANGES

South Orange County Community College District

IRVINE VALLEY COLLEGE
2015/2016 Revised Instructional Material Fees

Course	Cat. I.D.	Title	Current Fee	Proposed Fee	Purpose
<u>KINESIOLOGY, HEALTH & ATHLETICS</u>					
HLTH 2	3265.00	First Aid – Emergency	\$12.00	\$21.40	Cost for materials

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College and Irvine Valley College: Community Education, Summer 2015

ACTION: Approval

BACKGROUND

The South Orange County Community College District is known for offering high-quality, non-credit programs and fee-based classes. Saddleback College and Irvine Valley College perform an important service and fulfill a vital part of their mission by offering these courses and programs through Community Education. The 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 Saddleback College and Irvine Valley College Community Education to serve the community during the Summer Session 2015. Expenses for conducting these courses will be paid by the income from participant fees. Exhibit A lists the Saddleback College course offerings, presenters, and compensation. Exhibit B is the Irvine Valley College list of course offerings, presenters, and compensation.

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 NOT-FOR-CREDIT PROGRAM-Summer 2015

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
Adult	Advanced Piano	3/1-12/31	Music Faculty	50% Net	\$6.25/hr
	Art 10: Ceramics Fundamentals	3/1-12/31	Art Faculty	50% Net	\$6.25/hr
	Art 11: Ceramics: Wheel I	3/1-12/31	Art Faculty	50% Net	\$6.25/hr
	Art 12: Ceramics- Wheel II	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 13: Ceramics- Wheel III	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 140: Beginning Graphic Design	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 141: Graphic Rendering Techniques	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 142: Package Design	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 143: Art Survival: From Student To Artist	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 145: Graphic Illustration	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 150: Architectural Ceramics I	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 164: Printmaking (Intaglio/Etching and Relief) IV	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 175: Metal Casting	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 216: Ceramics- Handbuilding II	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 217: Ceramics-Handbuilding III	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 228: Bench Jeweler I	3/1-12/31	Art Faculty	50% Net	\$6.25/hr
	Art 229: Bench Jeweler II	3/1-12/31	Art Faculty	50% Net	\$6.25/hr
	Art 230: Bench Jeweler III	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 231: Bench Jeweler IV	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 240: Intermediate Graphic Design	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 250: Plein Air Landscape Painting	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 261: Opaque Watercolor	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 4: Fundamentals Of Art	1/1-12/31	Art Faculty	50% Net	\$6.25/hr
	Art 40: 2-D Foundations	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 41: Three-Dimensional Design	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 42: Color Theory And Practice	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 50: Painting I	3/1-12/31	Art Faculty	50% Net	\$6.25/hr
	Art 51: Painting-II	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 52: Painting-III	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 53: Painting From The Live Model I	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 54: Painting From The Live Model II	3/1-12/31	Art Faculty	50% Net	\$6.25/hr
	Art 57: Watercolor I	3/1-12/31	Art Faculty	50% Net	\$6.25/hr
	Art 58: Watercolor II	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 59: Watercolor III	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 60: Printmaking (Intaglio/Etching And Relief)	3/1-12/31	Art Faculty	50% Net	\$6.25/hr
	Art 61: Printmaking (Intaglio/Etching And Relief) II	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 62: Printmaking (Intaglio/Etching And Relief) III	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 63: Introduction To Screen Printing	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 70: Fundamentals Of Sculpture	3/1-12/31	Art Faculty	50% Net	\$6.25/hr
	Art 71: Additive Sculpture	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 72: Subtractive Sculpture	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 78: Beginning Life Sculpture	3/1-12/31	Art Faculty	50% Net	\$6.25/hr
	Art 79: Advanced Life Sculpture	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 80: Drawing	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 81: Drawing II	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 82: Drawing III	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 85: Drawing From The Live Model I	3/1-12/31	Art Faculty	50% Net	\$6.25/hr
	Art 86: Drawing From A Live Model II	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 87: Drawng From A Live Model III	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Art 9: Ceramics Fundamentals	1/1-12/31	Art Faculty	50%Net	\$6.25/hr
	Ballroom And Swing	3/1-12/31	Dance Quick (I)	45% Gross	\$49
	Basic Mandarin Chinese	3/1-12/31	Ling Chou (E)	60% Net	\$165
	Beatles Intermediate Guitar	3/1-12/31	Ron Gorman (E)	60% Gross	\$90
	Become A Professional Organizer	3/1-12/31	Nancy Miller (E)	50% Net	\$39
	Begin A New Career As A Pharmacy Technician	3/1-12/31	Boston Reed College (I)	PP	\$2,720
	Beginning Blues Harmonica	3/1-12/31	David Broida (E)	50% Net	\$49
	Beginning Guitar	3/1-12/31	Ron Gorman (E)	60% Gross	\$90
	Beginning Guitar For Kids/Teens	3/1-12/31	Ron Gorman (E)	60% Gross	\$90
	Beginning Guitar With Ron Gorman	3/1-12/31	Ron Gorman (E)	60% Gross	\$84
	Beginning Piano Pedagogy	3/1-12/31	Music Faculty	50% Net	\$6.25/hr
	Beginning Ukulele	3/1-12/31	Ron Gorman (E)	60% Gross	\$75
	Billboard Top Ten" Intermediate Guitar"	3/1-12/31	Ron Gorman (E)	60% Gross	\$90
	Blogging For Fun And Profit	3/1-12/31	Bob Cohen (I)	50% Net	\$39
	Brewing Basics: Brewing Beyond The Kit	3/1-12/31	Matthew Johnson (E)	50% Net	\$99
	Bride And Groom's First Dance	3/1-12/31	Dance Quick (I)	45% Gross	\$29
	Build Your Own Business Website	3/1-12/31	Mike Rounds (E)	50% Net	\$39
	Build Your Own Website For \$5 A Month	3/1-12/31	Mike Rounds (E)	50% Net	\$39
	Business Series	3/1-12/31	Connected Women Of Influence	50% Net	\$175
	Cake Decorating For Beginners	3/1-12/31	Exquisite Cakes By Jennifer (I)	50% Net	\$59
	Cake Decorating With Fondant And Gumpaste	3/1-12/31	Exquisite Cakes By Jennifer (I)	50% Net	\$59
	Cashing In On Your Ideas And Inventions	3/1-12/31	Mike Rounds (E)	50% Net	\$39
	Cashing In On Your Ideas And Inventions	3/1-12/31	Nancy Miller (E)	50% Net	\$39
	Ceramics	3/1-12/31	Duane Matthews (E)	\$50/hr	\$214
	Chamber Music	3/1-12/31	Music Faculty	50% Net	\$6.25/hr
	Clutterology®: Eliminate Clutter In Your Life	3/1-12/31	Nancy Miller (E)	50% Net	\$39
	Commercial Music Ensemble	3/1-12/31	Music Faculty	50% Net	\$6.25/hr
	Consulting	3/1-12/31	Mike Rounds (E)	50% Net	\$39
	Contemporary Choir	3/1-12/31	Music Faculty	50% Net	\$6.25/hr
	Conversational Italian	3/1-12/31	Conversa (I)	50% Net	\$153
	Country Line Dance	3/1-12/31	Dance Quick (I)	45% Gross	\$49
	Country Two-Step	3/1-12/31	Dance Quick (I)	45% Gross	\$49
	Create Successful Online Business Videos	3/1-12/31	Glenda Shaw (E)	50% Net	\$49
	Dog Training	3/1-12/31	Joe Palacio(I)	50% Net	\$59
	Driving Concepts	3/1-12/31	Driving Concepts (I)	PP	PP
	Effective Property Staging	3/1-12/31	Art Navarro (E)	50% Net	\$49
	Effective Property Staging	3/1-12/31	Jean Navarro (E)	50% Net	\$49
	Extreme Couponing	3/1-12/31	Nancy Miller (E)	50% Net	\$39
	Family Country Line Dance	3/1-12/31	Dance Quick (I)	45% Gross	\$25
	Feng Shui Tools For Better Living	3/1-12/31	Feng Shui Solutions (I)	50% Net	\$49
	Fingerstyle Guitar	3/1-12/31	Ron Gorman (E)	60% Gross	\$90
	First Hand French	3/1-12/31	Nancy Allah (E)	50% Net	\$85
	Foreign Language Students	3/1-12/31	FLS	Varies	Varies
	Go Global: Growing International Sales	3/1-12/31	Matthew Gerard (E)	50% Net	\$39
	Golf - Levels I And II	3/1-12/31	TGA Golf (I)	50% Net	\$105

Golf - Levels III and IV	3/1-12/31	TGA Golf (I)	50% Net	\$105
Hand And Wheel Ceramics	3/1-12/31	Kathryn Stovall-Dennis (E)	50% Net	\$175
Healthy Harmonica: Songs And Rhythms	3/1-12/31	David Broida (E)	50% Net	\$39
How To Attend A College Of Your Dreams	3/1-12/31	Sharon Buck (E)	25% Net	\$30
How To Be A Special Event/Wedding Planner	3/1-12/31	Farla Binder (E)	50% Net	\$49
How To Be Published In A Week!	3/1-12/31	Mike Rounds (E)	50% Net	\$39
How To Be Your Own Private Investigator	3/1-12/31	Jim Harriger (E)	50% Net	\$39
How To Become A Mystery Shopper	3/1-12/31	Elaine Moran (E)	50% Net	\$49
How To Create QR Codes	3/1-12/31	Carol Chambers (E)	50% Net	\$39
How To Get Paid To Speak	3/1-12/31	Mike Rounds (E)	50% Net	\$39
How to Look Your Best	3/1-12/31	Christina Gaudy-Funke (E)	50% Net	\$175
How To Play Piano By Ear	3/1-12/31	New School Of American Music	50% Net	\$45
How To Protect Yourself From Identity Theft	3/1-12/31	Mari J. Frank, Esq. (E)	50% Net	\$49
How To Sell On eBay®	3/1-12/31	Frances Greenspan (E)	50% Net	\$65
Improving Teamwork, Communication, And Leadership Through Drumming	3/1-12/31	Ron Gorman (E)	60% Gross	\$57
Improving Your PC's Performance	3/1-12/31	Bob Cohen (I)	50% Net	\$39
Improvised Music In A Jazz Combo	3/1-12/31	Music Faculty	50% Net	\$6.25/hr
Instant Piano For Hopelessly Busy People	3/1-12/31	New School Of American Music	50% Net	\$45
Intermediate Electric Guitar	3/1-12/31	Ron Gorman (E)	60% Gross	\$90
Intermediate Guitar	3/1-12/31	Ron Gorman (E)	60% Gross	\$90
Intermediate Piano	3/1-12/31	Music Faculty	50% Net	\$6.25/hr
Internet Marketing For Writers And Authors	3/1-12/31	Bob Cohen (I)	50% Net	\$39
Introduction To Art4Healing	3/1-12/31	Natalia van Rikxoort (E)	50% Net	\$35
Introduction To Wine Appreciation	3/1-12/31	David Francisco (E)	50% Net	\$85
Introduction To Wine Appreciation	3/1-12/31	Michelle Mooney (E)	50% Net	\$85
Investment Boot Camp	3/1-12/31	Jalon O'Connell (E)	50% Net	\$39
Investment Strategies For Growth And Income	3/1-12/31	Charles Goffin (E)	50% Net	\$39
iPhones® and iPads®: Beyond The Basics	3/1-12/31	Bob Cohen (I)	50% Net	\$39
iPhones®, iPads®, . . . And I'm Lost©	3/1-12/31	Bob Cohen (I)	50% Net	\$39
Italian Supreme: A Taste Of Italy	3/1-12/31	Conversa (I)	50% Net	\$153
Italian Supreme: Intermediate/Advanced	3/1-12/31	Conversa (I)	50% Net	\$153
Jazz Ensemble	3/1-12/31	Music Faculty	50% Net	\$6.25/hr
Jewelry Making In One Creative Class	3/1-12/31	Carol Chambers (E)	50% Net	\$30
Just Yell Fire: Women's Safety And Self-Defense	3/1-12/31	Just Yell Fire (I)	50% Net	\$99
Kids Country Line Dance	3/1-12/31	Dance Quick (I)	45% Gross	\$25
Lean Enterprise Tools and Processes	3/1-12/31	Mike Brady (I)	50% Net	Varies
Lean Start-up Business Model Series	3/1-12/31	Scott Fredrickson	15% Net	\$39
Lean Start-up Business Model Series	3/1-12/31	Barbara Cox (E)	15%Net	\$39
Lean Start-up Business Model Series	3/1-12/31	Rebecca Knapp (E)	15% Net	\$39
Learn To Speak Spanish: Intermediate/Advanced	3/1-12/31	Conversa (I)	50% Net	\$163
Loan Signing Specialist Training	3/1-12/31	Masters Notary Academy (I)	\$35 PP	\$70
Makeup 101	3/1-12/31	Michele Von Entress (E)	50% Net	\$175
Make-Up 101: Beauty Make-Up For Busy Women	3/1-12/31	Christina Gaudy-Funke (E)	50% Net	\$75
Mandarin I: Introduction To Spoken Chinese	3/1-12/31	Pandarin Academy (I)	50% Net	\$130
Mandarin II	3/1-12/31	Pandarin Academy (I)	50% Net	\$130
Mandarin Made Easy	3/1-12/31	Pandarin Academy (I)	50% Net	\$130
Marketing Your Business On Facebook And Social Media Sites	3/1-12/31	Bob Cohen (I)	50% Net	\$39
Master Your Investments	3/1-12/31	Jalon O'Connell (E)	50% Net	\$70
More Beginning Guitar For Kids/Teens	3/1-12/31	Ron Gorman (E)	60% Gross	\$90
Motorcycle Rider Training	3/1-12/31	Saddleback Rider Training	Rates Per Day	\$100-235/dy
Mus 1: The Basics Of Music	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 10: Harmony I	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 11: Harmony Ii	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 117: Popular Songwriting	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 118: Digital Multi-Track Music Recording	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 119: Advanced Music Composition	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 12: Harmony Iii	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 120: Introduction To The Music Industry	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 124: Computer Assisted Music Notation	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 130: Music Production 1	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 131: Music Production Ii	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 132: Introduction To Music Technology	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 14: Jazz Composition And Arranging	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 148: Jazz Ensemble	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 15: Music Composition	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 173: Intermediate Guitar	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 178: Beginning Piano Pedagogy	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 179: Intermediate Piano Pedagogy	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 181: Keyboard Literture And Interperatation- Romantic To Modern	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 194: Musicianship Iii	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 20: Music Appreciation	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 23: Introduction To World Music	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 232: Choral Techniques	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 233: Contemporary Choral Music For Treble Voices	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 234: Satb Voiced Community Chorale	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 24: Music Of The 20Th Century	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 240: Improvised Music In Jazz Combo	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 241: Medium Size Malleable Jazz Ensemble	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 242: Mid- Size African- American Based Ensemble Jazz	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 246: Contemporary Big Band Literature	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 247: Modern Big Band Concepts	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 252A: Jazz Piano I	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 252B: Jazz Piano Ii	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 252C: Jazz Piano Iii	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 253: Advanced Piano Music Of Haydn	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 255: Piano Composers Of Today	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 256: Advanced Piano Pedagogy	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 257: Favorite Piano Classics	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 260: Basic Guitar	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 266: Improvised Chamber Music	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 27: History Of Jazz	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 28: History Of Rock	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 295: Rehearsal And Performance (Instrumental)	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 297: Rehearsal And Performance (Jazz Studies)	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 31: Baroque Society	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 32: Oratorio Society	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 33: Modern Masterworks: Chorale	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 34: Early Music Ensemble	1/1-12/31	Music Faculty	50% Net	\$6.25/hr

Mus 35: Contemporary Choir	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 39: Commercial Music Ensemble	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 41: Symphonic Wind Ensemble	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 42: Symphonic Orchestra	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 43: String Orchestra	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 46: Jazz Improvisation	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 47: Saddleback College Big Band	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 50: Applied Music: Instrumental	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 51: Applied Music: Keyboard	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 52: Applied Music : Voice	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 54A: Beginning Piano I	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 54B: Beginning Piano II	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 55A: Intermediate Piano I	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 55B: Intermediate Piano II	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 56: Advanced Piano	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 58: Piano Repertoire And Performance Procedures	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 60: Beginning Classical Guitar	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 61: Intermediate Classical Guitar	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 62: Advanced Classical Guitar	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 63: Ensemble Techniques For 21st Century	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 64: Piano Ensemble	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 65: Piano Accompanying	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 66: Chamber Music	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 78: Keyboard Literature/ Interpretation - Baroque And Classical	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 80: Beginning Voice	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 81: Intermediate Voice	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 82: Vocal Repertoire And Performance Procedures	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 86: Introduction To Harpsichord Technique And Literature	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 87: Harpsichord Literature And Technique Ii- Late Beginner	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 88: Harpsichord Literature And Technique Iii- Early Intermediate	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 89: Harpsichord Literature And Technique Iv- Late Intermediate	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 92: Musicianship I	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 93: Musicianship II	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 96: Introduction To Organ Technique And Literature Class	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 97: Organ Technique And Literature Class Late Beginning	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 98: Organ Technique And Literature Class Intermediate (A), Early	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus 99: Organ Technique And Literature Class Intermediate (B), Late	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Mus: 75: String Literature	1/1-12/31	Music Faculty	50% Net	\$6.25/hr
Negotiate Your Way To Success	3/1-12/31	Mari J. Frank, Esq. (E)	50% Net	\$79
Notary Public Training	3/1-12/31	Masters Notary Academy (I)	\$35 PP	\$70
On-Line No-Credit Classes	3/1-12/31	Education To Go (I)	\$55-\$175pp	\$94-299
Organic Gardening	3/1-12/31	Ron Gorman (E)	60% Gross	\$90
Organizational Skills For Nannies, Au Pairs, And Caregivers	3/1-12/31	Nancy Miller (E)	50% Net	\$39
PC Boot Camp Express: The Fast Track To Computer Competence	3/1-12/31	Bill Napoli (E)	50% Net	\$180
PC Boot Camp For Teens	3/1-12/31	Bill Napoli (E)	50% Net	\$195
PC Boot Camp: Access 2010 In Just Two Days	3/1-12/31	Bill Napoli (E)	50% Net	\$105
PC Boot Camp: Photo Magic Using Adobe Photoshop CS6	3/1-12/31	Bill Napoli (E)	50% Net	\$105
PC Boot Camp: Spectacular PowerPoint 2010 Presentations	3/1-12/31	Bill Napoli (E)	50% Net	\$95
Piano Ensemble	3/1-12/31	Music Faculty	50% Net	\$6.25/hr
Piano Made Easy Series	3/1-12/31	New School Of American Music	50% Net	\$75
Proctoring Services	3/1-12/31	In-House Services (E)	pp	\$50-75
Professional Speaking For The Clueless®	3/1-12/31	Mike Rounds (E)	50% Net	\$39
Property Management Anyone Can Do	3/1-12/31	Stephen Dexter (E)	50% Net	\$59
Saddleback College Big Band	3/1-12/31	Music Faculty	50% Net	\$6.25/hr
Salsa Dance I	3/1-12/31	Dance Quick (I)	45% Gross	\$49
Salsa Dance II	3/1-12/31	Dance Quick (I)	45% Gross	\$49
SATB Voiced Community Choir	3/1-12/31	Music Faculty	50% Net	\$6.25/hr
Secrets Of Social Media And Internet Marketing	3/1-12/31	Bob Cohen (I)	50% Net	\$49
Self-Publishing Online Digital Photo Books For Youth	3/1-12/31	Randeleigh Harris (E)	50% Net	\$92
Self-Publishing, ePublishing, And More	3/1-12/31	Mike Rounds (E)	50% Net	\$39
Songwriting	3/1-12/31	Ron Gorman (E)	60% Gross	\$57
Sound Retirement Strategies	3/1-12/31	David Broida (E)	50% Net	\$49
Speed Spanish	3/1-12/31	Christy Nelson (E)	50% Net	\$59
SRT - Motorcyclist Safety Program	3/1-12/31	Saddleback Rider Training (I)	Varies	\$250
Stained Glass For Beginners	3/1-12/31	Glass Spectrum (I)	50% Gross	\$120
Stop Being Unemployed And Start Your Own Home-Based Business	3/1-12/31	Nancy Miller (E)	50% Net	\$39
Supervisor Skills Certificate Series - Part I	3/1-12/31	Insight Systems Group (I)	50% Net	\$365
Supervisor Skills Certificate Series - Part II	3/1-12/31	Insight Systems Group (I)	50% Net	\$365
Symphonic Orchestra	3/1-12/31	Music Faculty	50% Net	\$6.25/hr
Teen Road To Safety	3/1-12/31	Teen Road To Safety Inc. (I)	Varies	Varies
Travel Tours/Multi-Day Trips	3/1-12/31	Good Times Travel (I)	PP	PP
Using Your Computer To Make Money	3/1-12/31	Nancy Miller (E)	50% Net	\$39
Veterans Art Project	3/1-12/31	TBA	Varies	Varies
Voice Acting - Advanced	3/1-12/31	Patrick Helmstetter (E)	50% Net	\$125
Voice Acting - Beginning	3/1-12/31	Patrick Helmstetter (E)	50% Net	\$125
What Were You Born To Do?	3/1-12/31	Curtis Adney (E)	50% Net	\$55
Wind Ensemble	3/1-12/31	Music Faculty	50% Net	\$6.25/hr
XinYi Mandarin Chinese	3/1-12/31	Hao Zhao (I)	50% Net	Varies
Youth And The Law	3/1-12/31	Juvenile Consulting Services (I)	Varies	Varies
CFK 24	3/1-12/31	Bob Johnson (E)	60% Net	\$180
24	3/1-12/31	Chris Elliott (E)	60% Net	\$180
2D Video Game Design with Gamemaker	3/1-12/31	Funutation Tekademy LLC (I)	50% Net	\$192
2D Video Game Design with Gamemaker	3/1-12/31	Funutation Tekademy LLC (I)	60% Net	\$192
A Chinese Language Adventure	3/1-12/31	Pandarin Academy (I)	50% Net	\$135
Abstract Comic Painting	3/1-12/31	Lorien Eck (E)	60%Net	\$95
Academic Bridge	3/1-12/31	Academic Bridge Academy (I)	60% Net	\$585
Academic Chess	3/1-12/31	Academic Chess (I)	50% Net	\$139
Academic Origami	3/1-12/31	Academic Chess (I)	60% Net	\$112
Academic Origami	3/1-12/31	Academic Chess (I)	60% Net	\$90
Academic Origami: Academic Gift Origami	3/1-12/31	Academic Chess (I)	60% Net	\$112
Academic Origami: Modular And Action Origami	3/1-12/31	Academic Chess (I)	60% Net	\$112
Academic Origami: Paper Airplanes And Aerodynamics	3/1-12/31	Academic Chess (I)	60% Net	\$112
Academic Surge	3/1-12/31	Heather Carlsen (E)	30%Net	\$180
Academic Surge	3/1-12/31	Tanya Bonetti (E)	30%Net	\$180
Acting On Camera	3/1-12/31	Be The Star In You (I)	60% Net	\$120
Action Flix	3/1-12/31	Incrediflix (I)	PP	\$175
Adventures In Art	3/1-12/31	OC Art Studios (I)	60% Net	\$120
Adventures In Art	3/1-12/31	OC Art Studios (I)	60% Net	\$90

Adventures In Art Camp	3/1-12/31	OC Art Studios (I)	60% Net	\$133
Adventures in Writing	3/1-12/31	Ringtail Learning, Inc.	85% Gross	Varies
After-School Drama	3/1-12/31	Out Of The Box Learning & Arts	60% Net	\$80
After-School Games	3/1-12/31	Ed Neely (E)	60% Net	\$120
After-School Games	3/1-12/31	Ed Neely (E)	60% Net	\$90
After-School Hoops	3/1-12/31	One On One Basketball Staff (I)	60% Net	\$120
After-School Hoops	3/1-12/31	One On One Basketball Staff (I)	60% Net	\$90
Algebra For Teens - Level 1A	3/1-12/31	Daryl Johannsen (E)	\$29/hr+	\$99
Algebra For Teens - Level 1B	3/1-12/31	Daryl Johannsen (E)	\$29/hr+	\$99
Algebra For Teens - Level I	3/1-12/31	Shelley Beckley (E)	\$29/hr+	\$99
Algebra For Teens - Level II	3/1-12/31	Shelley Beckley (E)	\$29/hr+	\$99
All About Plants Spanish Camp	3/1-12/31	Norma Hernandez (E)	60% Net	\$120
All About Plants Spanish Camp	3/1-12/31	Norma Hernandez (E)	60% Net	\$90
American Girl Adventures	3/1-12/31	Manisha Fish (E)	60% Net	\$165
American Girl Adventures	3/1-12/31	Manisha Fish (E)	30% Net	\$165
American Girl Adventures	3/1-12/31	Thomas Fish (E)	30% Net	\$165
American Girl After Party	3/1-12/31	Manisha Fish	60% Net	\$59
Angry Birdies Bad Piglets	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$150
Animal Drawing 101 Art Camp	3/1-12/31	OC Art Studios (I)	60% Net	\$133
Animation Flix	3/1-12/31	Incrediflix (I)	PP	\$185
App and Game Dev	3/1-12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
Art Camp	3/1-12/31	Erin O'Shea (E)	12.5% Net	\$214
Art Camp	3/1-12/31	Larry Jones (E)	12.5% Net	\$214
Art Camp	3/1-12/31	Richard White (E)	12.5% Net	\$214
Art Camp	3/1-12/31	Veronica Obermeyer (E)	12.5% Net	\$214
Art Camp	3/1-12/31	Art Just Create It (I)	60% Net	\$110
Art Smart	3/1-12/31	Kellii Hudelson (E)	60% Net	\$180
Arts & Crafts, Music and Food Tasting In Spanish	3/1-12/31	Gabrielle Unzueta (E)	60% Net	\$135
Basic Mandarin Chinese	3/1-12/31	Ling Chou (E)	60% Net	\$120
Basic Mandarin Chinese	3/1-12/31	Ling Chou (E)	60% Net	\$90
Basketball Skills Clinics	3/1-12/31	Troy Roelen - Pro Camp (I)	50% Net	\$126
Basketball	3/1-12/31	One On One Basketball Staff (I)	50% Net	\$120
Be The Star In You	3/1-12/31	Be The Star In You (I)	50% Net	\$120
Be The Star In You	3/1-12/31	Be The Star In You (I)	60% Net	\$120
Beginning Guitar	3/1-12/31	Ron Gorman (E)	60% Gross	\$120
Beginning Guitar	3/1-12/31	Ron Gorman (E)	60% Gross	\$90
Beginning Guitar For Kids/Teens	3/1-12/31	Ron Gorman (E)	60% Gross	\$120
Beginning Guitar For Kids/Teens	3/1-12/31	Ron Gorman (E)	60% Gross	\$90
Beginning Ukulele	3/1-12/31	Ron Gorman (E)	60% Gross	\$75
Berktree Learning Homework Club	3/1-12/31	Berktree Learning (I)	60% Net	\$210
Brain Builders	3/1-12/31	Brain Builders (I)	60% Net	\$120
Brain Builders: Engineering With LEGO Bricks: Amazing Ancient Structures	3/1-12/31	Brain Builders (I)	60% Net	\$120
Brain Builders: Engineering With LEGO Bricks: Catapults And Trebuchets	3/1-12/31	Brain Builders (I)	60% Net	\$120
Brain Builders: Engineering With LEGO Bricks: Mechanical Madness	3/1-12/31	Brain Builders (I)	60% Net	\$120
Brain Builders: Engineering With LEGO Bricks: Renewable Energy	3/1-12/31	Brain Builders (I)	60% Net	\$120
Brain Builders: Engineering With LEGO® Bricks	3/1-12/31	Brain Builders (I)	60% Net	\$120
BrainStorm	3/1-12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
BrainStorm: Filmmaking	3/1-12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
BrainStorm: Filmmaking	3/1-12/31	Brainstorm LEGO® Academy (I)	60% Net	\$90
Brainstorm: Game Development & Minecraft Programming	3/1-12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
Brainstorm: Game Development & Minecraft Programming	3/1-12/31	Brainstorm LEGO® Academy (I)	60% Net	\$90
Brainstorm: Go Think!	3/1-12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
BrainStorm: LEGO® Engineering & Robotics	3/1-12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
BrainStorm: LEGO® Engineering & Robotics	3/1-12/31	Brainstorm LEGO® Academy (I)	60% Net	\$90
BrainStorm: LEGO® Engineering: Medieval & Modern Machine	3/1-12/31	Brainstorm LEGO® Academy (I)	60% Net	\$90
BrainStorm: LEGO® Engineering: Medieval & Modern Machine	3/1-12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
BrainStorm: LEGO® Robotics	3/1-12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
BrainStorm: LEGO® Robotics	3/1-12/31	Brainstorm LEGO® Academy (I)	60% Net	\$90
Brainstorm: Minecraft University: Minecraft Modding	3/1-12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
Brainstorm: Minecraft University: Robotics	3/1-12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
Bricks 4 Kids	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$120
Bricks 4 Kids: Spectacular Sports	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$120
Bricks 4 Kids: Spectacular Sports	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$90
Bricks 4 Kidz: Amazing Animals	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$120
Bricks 4 Kidz: Amazing Animals	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$90
Bricks 4 Kidz: Amazing LEGO® Animals	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$120
Bricks 4 Kidz: Amusement Park Rides	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$120
Bricks 4 Kidz: Amusement Park Rides	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$90
Bricks 4 Kidz: Amusement Park Rides With LEGO® Bricks	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$120
Bricks 4 Kidz: Construction Craze With LEGO® Bricks	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$120
Bricks 4 Kidz: Engineering With LEGO® Bricks	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$120
Bricks 4 Kidz: Engineering With LEGO® Bricks	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$90
Bricks 4 Kidz: Factory Fun With LEGO® Bricks	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$120
Bricks 4 Kidz: Forces Of Nature With LEGO® Bricks	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$120
Bricks 4 Kidz: Forces Of Nature With LEGO® Bricks	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$120
Bricks 4 Kidz: Gadgets And Gizmos With LEGO® Bricks	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$120
Bricks 4 Kidz: Interesting Inventions	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$120
Bricks 4 Kidz: Interesting Inventions	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$90
Bricks 4 Kidz: Interesting Inventions With LEGO® Bricks	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$120
Bricks 4 Kidz: Life Science With LEGO® Bricks	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$120
Bricks 4 Kidz: Mining And Crafting	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$120
Bricks 4 Kidz: Mining And Crafting	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$90
Bricks 4 Kidz: Mining And Crafting 2 With LEGO® Bricks.	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$120
Bricks 4 Kidz: Mission 2 Space	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$120
Bricks 4 Kidz: Motorized Air, Land, And Sea LEGO® Vehicles	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$120
Bricks 4 Kidz: Space Adventures	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$120
Bricks 4 Kidz: Space Adventures	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$90
Bricks 4 Kidz: Spectacular LEGO® Sports	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$120
Bricks 4 Kidz: Spectacular LEGO® Sports	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$90
Bricks For Kidz	3/1-12/31	Bricks For Kidz (I)	60% Net	\$180
Bricks For Kidz	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$180
Candy Creations	3/1-12/31	Heather Carlsen (E)	30% Net	\$120
Candy Creations	3/1-12/31	Heather Carlsen (E)	60% Net	\$90
Candy Creations	3/1-12/31	Tanya Bonetti (E)	30% Net	\$120
Candy Creations	3/1-12/31	Tanya Bonetti (E)	60% Net	\$90
Capture The Flag	3/1-12/31	Chris Elliott (E)	30% Net	\$120
Capture The Flag	3/1-12/31	Chris Elliott (E)	30% Net	\$90
Capture The Flag	3/1-12/31	Robert Johnson (E)	30% Net	\$54

Capture The Flag Masters Of The Field	3/1-12/31	Academic Chess (I)	60% Net	\$112
Capture The Flag Masters Of The Field	3/1-12/31	Academic Chess (I)	60% Net	\$90
Capture The Flag Master Of The Field	3/1-12/31	Academic Chess (I)	60% Net	\$112
Care4Yoga	3/1-12/31	Care4Yoga (I)	60% Net	\$120
Care4Yoga	3/1-12/31	Care4Yoga (I)	60% Net	\$90
Catch A Wave Into First Grade	3/1-12/31	Carrie Gray (E)	60% Net	\$180
Catch A Wave Into Second Grade	3/1-12/31	Carrie Gray (E)	60% Net	\$150
Ceramics	3/1-12/31	Duane Matthews (E)	\$30/hr	\$214
Challenge Island	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$120
Challenge Island	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$90
Challenge Island: Amusement Park Island	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$120
Challenge Island: Carnival Island	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$120
Challenge Island: Shark Tooth Island	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$120
Challenge Island: Shark Tooth Island	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$90
Challenge Island: Time Travel Island	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$120
Cheerleading Skills Clinics	3/1-12/31	College For Kids Staff (E)	Varies	\$65
Chess Club	3/1-12/31	Brain Builders (I)	60% Net	\$120
Chess Club	3/1-12/31	Brain Builders (I)	60% Net	\$90
Chess Day Camp	3/1-12/31	Academic Chess (I)	50% Net	\$139
Chess Day Camp	3/1-12/31	Academic Chess (I)	60% Net	\$139
Children's Musical Theater	3/1-12/31	Holly Telford (E)	60% Net	\$120
Children's Musical Theater	3/1-12/31	Holly Telford (E)	60% Net	\$90
Coast 2 Coast Soccer	3/1-12/31	Coast 2 Coast Soccer (I)	60% Net	\$120
Coast 2 Coast Soccer	3/1-12/31	Coast 2 Coast Soccer (I)	60% Net	\$90
Collage: Connect, Collect, Create	3/1-12/31	Nancy Larragoiti (E)	\$29/hr+	\$98
College Placement Testing Workshop	3/1-12/31	Jeff Vogel (E)	50% Net	\$120
College Placement Testing Workshop	3/1-12/31	Jeff Vogel (E)	50% Net	\$90
College Placement Testing Workshop	3/1-12/31	TBA (E)	50% Net	\$120
College Placement Testing Workshop	3/1-12/31	TBA (E)	50% Net	\$90
Color Sticks For Young Artists	3/1-12/31	Nancy Larragoiti (E)	\$29/hr+	\$98
Comic Creator Camp	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$150
Common Core Prep Camp For Fourth Grade	3/1-12/31	Lisa Kopczwski (E)	60% Net	\$180
Confidence In The Spotlight	3/1-12/31	Confidence In The Spotlight (I)	60% Net	\$104
Confidence In The Spotlight: Biz Kidz	3/1-12/31	Confidence In The Spotlight (I)	60% Net	\$104
Confidence In The Spotlight: Garden Kidz	3/1-12/31	Confidence In The Spotlight (I)	60% Net	\$104
Confidence In The Spotlight: Princess Play And Music	3/1-12/31	Confidence In The Spotlight (I)	60% Net	\$104
Confidence In The Spotlight: Safe Kidz	3/1-12/31	Confidence In The Spotlight (I)	60% Net	\$104
Confidence In The Spotlight: Space Kidz	3/1-12/31	Confidence In The Spotlight (I)	60% Net	\$104
Cooking With Mr. Elliot And Mr. Short	3/1-12/31	Chris Elliott (E)	30% Net	\$85
Cooking With Mr. Elliot And Mr. Short	3/1-12/31	Curtis Short (E)	30% Net	\$85
Creating Cool Characters Art Camp	3/1-12/31	OC Art Studios (I)	60% Net	\$133
Creating With Clay - Clay Class For Kids	3/1-12/31	Art Just Create It (I)	60% Net	\$120
Creating With Clay - Clay Class For Kids	3/1-12/31	Art Just Create It (I)	60% Net	\$90
Creative Writing For Kids	3/1-12/31	John Uhlman (E)	\$29/hr+	\$99
Creature Animation Flix	3/1-12/31	Incrediflix (I)	PP	\$135
CSI: Introduction To Forensic Anthropology	3/1-12/31	Renee Garcia (E)	50% Net	\$110
Culinary Kids	3/1-12/31	Culinary Kids (I)	60% Net	\$200
Cursive Writing	3/1-12/31	Stephanie Sanchez (I)	50% Net	\$120
Cursive Writing	3/1-12/31	TBA	50% Net	\$120
Cursive Writing and Reading	3/1-12/31	Gabriella M. Bell (I)	50% Net	\$120
Cut And Dissect - Level A	3/1-12/31	Shaun Burke (E)	\$29/hr+	\$100
Cut And Dissect - Level B	3/1-12/31	Shaun Burke (E)	\$29/hr+	\$110
Dana Hills Softball Summer Camp	3/1-12/31	Brandon Cosenza (E)	60% Net	\$126
Dare To Draw Anything!	3/1-12/31	Jan Wood-Harris (E)	\$29/hr+	\$98
Debate Workshop	3/1-12/31	Ron Grishaber (E)	60% Net	\$130
Developmental Reading For Kids	3/1-12/31	John Uhlman (E)	\$29/hr+	\$99
Developmental Reading For Teens	3/1-12/31	John Uhlman (E)	\$29/hr+	\$99
Drop-In Aftercare	3/1-12/31	College For Kids Staff (E)	Varies	\$10
Eco Arts	3/1-12/31	Lorien Eck (E)	60% Net	\$95
Engineering And Robotics With LEGO® Bricks	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$120
Engineering And Robotics With LEGO® Bricks	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$90
Engineering Using LEGO® Bricks: Mining And Crafting	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$120
Engineering Using LEGO® Bricks: Mining And Crafting	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$90
Engineering With LEGO®: Crazy Contraptions	3/1-12/31	Brain Builders (I)	60% Net	\$120
Engineering With LEGO®: Crazy Contraptions	3/1-12/31	Brain Builders (I)	60% Net	\$90
Engineering with LEGO®: Race Cars 201	3/1-12/31	Brain Builders (I)	60% Net	\$120
Engineering with LEGO®: Race Cars 201	3/1-12/31	Brain Builders (I)	60% Net	\$90
Engineering With LEGO®: Robo Olympics	3/1-12/31	Brain Builders (I)	60% Net	\$120
Engineering With LEGO®: Robo Olympics	3/1-12/31	Brain Builders (I)	60% Net	\$90
Engineering With LEGO®: Super Structures	3/1-12/31	Brain Builders (I)	60% Net	\$120
Engineering With LEGO®: Super Structures	3/1-12/31	Brain Builders (I)	60% Net	\$90
English Composition For Teens	3/1-12/31	Tony Garcia (E)	50% Net	\$125
Exploring STEM Using Educational Robotics	3/1-12/31	Mathobotix (I)	70% Gross	\$580
F.A.S.T.	3/1-12/31	F.A.S.T. (I)	60% Net	\$120
F.A.S.T.	3/1-12/31	F.A.S.T. (I)	60% Net	\$90
Fairy Tale Feast	3/1-12/31	Ann Berger (E)	60% Net	\$180
Fantastic Fall Art	3/1-12/31	Heather Carlsen (E)	30% Net	\$100
Fantastic Fall Art	3/1-12/31	Tanya Osborne (E)	60% Net	\$100
Filmmaking Flix	3/1-12/31	Incrediflix (I)	PP	\$155
First Grade Head Start	3/1-12/31	Chris Saalberg (E)	60% Net	\$115
First Grade Prep Spanish	3/1-12/31	Norma Hernandez (E)	60% Net	\$125
Fit Kids	3/1-12/31	Fit Kids America(I)	60% Net	\$180
Fit Kids	3/1-12/31	Fit Kids America(I)	50% Net	\$180
Fit Kids: Cheerleading	3/1-12/31	Fit Kids America (I)	60% Net	\$112
Fit Kids: Cheerleading	3/1-12/31	Fit Kids America (I)	60% Net	\$90
Fit Kids: Dodgeball	3/1-12/31	Fit Kids America (I)	60% Net	\$112
Fit Kids: Dodgeball	3/1-12/31	Fit Kids America(I)	60% Net	\$90
Fit Kids: Field Games	3/1-12/31	Fit Kids America(I)	50% Net	\$180
Fit Kids: Flag Football	3/1-12/31	Fit Kids America (I)	60% Net	\$112
Fit Kids: Flag Football	3/1-12/31	Fit Kids America (I)	60% Net	\$90
Fit Kids: Hip Hop	3/1-12/31	Fit Kids America (I)	60% Net	\$112
Fit Kids: Hip Hop	3/1-12/31	Fit Kids America (I)	60% Net	\$90
Fit Kids: Kindergarten Sports	3/1-12/31	Fit Kids America (I)	60% Net	\$112
Fit Kids: Lacrosse	3/1-12/31	Fit Kids America (I)	60% Net	\$112
Fit Kids: Lacrosse	3/1-12/31	Fit Kids America (I)	60% Net	\$90
Fourth Grade Common Core Prep Camp	3/1-12/31	Lisa Kopcxynski (E)	60% Net	\$140
Fun In The Sun	3/1-12/31	Dawn Trumbo (E)	30% Net	\$180
Fun In The Sun	3/1-12/31	Kristi Martin (E)	30% Net	\$180

Fun In The Sun	3/1-12/31	Toddler Time (E)	60% Net	\$180
Fun With Cartooning	3/1-12/31	Nancy Larragoiti (E)	\$29/hr+	\$98
Functional Agility Speed Training (F.A.S.T)	3/1-12/31	F.A.S.T. (I)	60% Net	\$120
Functional Agility Speed Training (F.A.S.T)	3/1-12/31	F.A.S.T. (I)	60% Net	\$90
Funutation Tech Camps	3/1-12/31	Funutation Tekademy LLC (I)	50% Net	Varies
Funutation Tekademy	3/1-12/31	Funutation Tekademy LLC (I)	60% Net	\$192
Funutation Tekademy	3/1-12/31	Funutation Tekademy LLC (I)	50% Net	\$192
Future Builders With Bricks	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$120
Future Builders With Bricks	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$90
Future Engineers: Boys And Girls	3/1-12/31	Future Engineers: Boys And Gi	60% Net	\$96
Future Engineers: Boys And Girls	3/1-12/31	Kirin Quality Engineering, LLC	60% Net	\$96
Future Millionaires And Junior Entrepreneurs	3/1-12/31	Joshua Ballard (I)	50% Net	\$115
Geometry For Teens	3/1-12/31	Shelley Beckley (E)	\$29/hr+	\$99
Getting Excited For Kindergarten	3/1-12/31	Brooks Keith (E)	30% Net	\$160
Getting Excited For Kindergarten	3/1-12/31	Nancy Conover (E)	30% Net	\$160
Girls On The Run Orange County	3/1-12/31	Girls On The Run (I)	60% Net	\$120
Girls On The Run Orange County	3/1-12/31	Girls On The Run (I)	60% Net	\$90
Golf Skills Clinics Advanced	3/1-12/31	Emil Scodeller (E)	50% Net	\$79
Golf Skills Clinics Advanced	3/1-12/31	TGA Golf (I)	50% Net	\$85
Golf Skills Clinics Advanced	3/1-12/31	TGA Golf (I)	50% Net	\$125
Golf Skills Clinics Beginners	3/1-12/31	Emil Scodeller (E)	50% Net	\$79
Golf Skills Clinics Beginners	3/1-12/31	TGA Golf (I)	50% Net	\$85
Golf Skills Clinics Beginners	3/1-12/31	TGA Golf (I)	50% Net	\$125
Green Screen Animation Flix	3/1-12/31	Incrediflix (I)	PP	\$155
Group Piano Lessons Beginners	3/1-12/31	Krema Lytskanova (E)	60% Net	\$120
Group Piano Lessons Beginners	3/1-12/31	Krema Lytskanova (E)	60% Net	\$90
Handwriting Heroes	3/1-12/31	Carrie Gray (E)	60% Net	\$112
Hip Hop Dance Camp	3/1-12/31	Fit Kids America (I)	60% Net	\$112
Hip Hop Dance Camp	3/1-12/31	Fit Kids America (I)	60% Net	\$90
Homework Club	3/1-12/31	Berktree Learning (I)	60% Net	\$240
Homework Club	3/1-12/31	College For Kids Staff (E)	Varies	\$120
Homework Club	3/1-12/31	College For Kids Staff (E)	Varies	\$90
Homework Help And Game Breaks	3/1-12/31	Robert McDonough (E)	60% Net	\$120
Homework Help And Game Breaks	3/1-12/31	Robert McDonough (E)	60% Net	\$90
I-ESTEAM 3.14	3/1-12/31	Mathobotix (I)	70% Gross	\$480
Imagination Flix	3/1-12/31	Incrediflix (I)	PP	\$175
Imagination in Creativity: Art In Spanish	3/1-12/31	Wendy Mendoza (E)	60% Net	\$180
Incrediflix	3/1-12/31	Incrediflix (I)	PP	\$185
Institute Of Reading Development	3/1-12/31	Inst. Of Reading Development	PP	Varies
Interactive Writing Workshop	3/1-12/31	Nancy D'Aleo-Russey (E)	\$29/hr+	\$99
Irish Dance	3/1-12/31	Liz Lightner (E)	60% Net	\$70
Jump Start Fifth Grade	3/1-12/31	Ann Berger (E)	60% Net	\$180
Jump Start First Grade	3/1-12/31	Diane Weckerle (E)	60% Net	\$180
Jump Start First Grade	3/1-12/31	Kim Downing (E)	60% Net	\$150
Jump Start First Grade	3/1-12/31	Terri Adams (E)	60% Net	\$180
Jump Start First Grade	3/1-12/31	Avonnette Bruce (I)	60% Net	\$125
Jump Start Kindergarten	3/1-12/31	Amy Clarke (E)	30% Net	\$125
Jump Start Kindergarten	3/1-12/31	Amy Clarke (E)	60% Net	\$180
Jump Start Kindergarten	3/1-12/31	Kylie Schofield (E)	30% Net	\$125
Jump Start Kindergarten	3/1-12/31	Kylie Scholfield (E)	60% Net	\$180
Jump Start Kindergarten	3/1-12/31	Avonnette Bruce (I)	60% Net	\$125
Jump Start Second Grade	3/1-12/31	Christy Grudynski (E)	60% Net	\$125
Jump Start Third Grade	3/1-12/31	Christy Grudynski (E)	60% Net	\$125
Jumstart Into Kindergarden	3/1-12/31	Maggie Fisher (E)	60% Net	\$150
Junior Gauchos Fun Club	3/1-12/31	College For Kids Staff (E)	Varies	\$80
Junior Jazzercise	3/1-12/31	Nora Grabar (E)	60% Net	\$120
Junior Jazzercise	3/1-12/31	Nora Grabar (E)	60% Net	\$90
Karate	3/1-12/31	Robert McDonough (E)	60% Net	\$120
Karate	3/1-12/31	Robert McDonough (E)	60% Net	\$90
Keyboarding	3/1-12/31	Heather Carlsen (E)	\$29/hr+	\$90
Keyboarding	3/1-12/31	Tanya Bonetti (E)	\$29/hr+	\$90
Keyboarding On Personal Computers	3/1-12/31	Joyce Quade (E)	50% Net	\$126
Keyboarding With Ultrakey	3/1-12/31	Heather Carlsen (E)	30% Net	\$120
Keyboarding With Ultrakey	3/1-12/31	Heather Carlsen (E)	60% Net	\$90
Keyboarding With Ultrakey	3/1-12/31	Tanya Bonetti (E)	30% Net	\$120
Keyboarding With Ultrakey	3/1-12/31	Tanya Bonetti (E)	60% Net	\$90
kidshiphop.com	3/1-12/31	kidshiphop.com	50% Net	\$146
Kindergarten Is Cool At Vista Del Mar	3/1-12/31	Amy Abbott (E)	30% Net	\$180
Kindergarten Is Cool At Vista Del Mar	3/1-12/31	Amy Abbott (E)	60% Net	\$180
Kindergarten Is Cool At Vista Del Mar	3/1-12/31	Barbara Stamen (E)	60% Net	\$180
Kindergarten Kickoff	3/1-12/31	Avonette Bruce (E)	60% Net	\$125
Kindergarten Kick-Off	3/1-12/31	Avonnette Bruce (I)	60% Net	\$180
Landscapes: Whimsical To Abstract Art	3/1-12/31	Jan Wood-Harris (E)	\$29/hr+	\$98
Learning Olympics	3/1-12/31	Natalie Schild (E)	60% Net	\$155
Learning To Dig	3/1-12/31	Renee Garcia (E)	50% Net	\$110
Lego Flix	3/1-12/31	Incrediflix (I)	PP	\$155
Lets Create!	3/1-12/31	Lorien Eck (E)	60% Net	\$95
Let's Do Robotics	3/1-12/31	Computer Explorers (I)	PP	\$98
Let's Spell It Right!	3/1-12/31	Christy Nelson (E)	50% Net	\$63
Lets Type	3/1-12/31	Amy Clarke (E)	60% Net	\$125
Lil' Chef School	3/1-12/31	Lil' Chef School (I)	60% Net	\$120
Lil' Chef School	3/1-12/31	Lil' Chef School (I)	60% Net	\$90
Lil' Chef School	3/1-12/31	Lil' Chef School (I)	50% Net	\$180
Lil' Chef School	3/1-12/31	Lil' Chef School (I)	60% Net	\$180
Living History	3/1-12/31	John Uhlman (E)	\$29/hr+	\$99
Mad Science Inventor's Workshop: Eureka!	3/1-12/31	Mad Science (I)	60% Net	\$120
Magic of Musical Theater	3/1-12/31	Melissa Kopenhefer (E)	60% Net	\$180
Magic Of Musical Theater	3/1-12/31	Melissa Kopenhefer (E)	60% Net	\$120
Magic Of Musical Theater	3/1-12/31	Melissa Kopenhefer (E)	60% Net	\$90
MainStage Kids	3/1-12/31	Jonelle Allen (E)	\$25/hr	\$395
MainStage Kids	3/1-12/31	TBA	\$25/hr	\$395
Making An Iphone App	3/1-12/31	Funutation Tekademy LLC (I)	50% Net	\$192
Making An Iphone App	3/1-12/31	Funutation Tekademy LLC (I)	60% Net	\$192
Making Games for Samsung Android Devices	3/1-12/31	Funutation Tekademy LLC (I)	50% Net	\$192
Making Games for Samsung Android Devices	3/1-12/31	Funutation Tekademy LLC (I)	60% Net	\$192
Mako Milers	3/1-12/31	Barbara Stamen (E)	30% Net	\$120
Mako Milers	3/1-12/31	Barbara Stamen (E)	30% Net	\$90
Mako Milers Running Club	3/1-12/31	Amy Abbott (E)	30% Net	\$120

Mako Milers Running Club	3/1-12/31	Amy Abbott (E)	60% Net	\$90
Mandarin Immersion After-School Program	3/1-12/31	A Little Dynasty (I)	60% Net	\$672
Mandarin Immersion After-School Program	3/1-12/31	A Little Dynasty (I)	60% Net	\$120
Mandarin Immersion After-School Program	3/1-12/31	A Little Dynasty (I)	60% Net	\$90
Mandarin Immersion After-School Program	3/1-12/31	A Little Dynasty Chinese (I)	60% Net	\$504
Mandarin Immersion Summer Camp	3/1-12/31	Charlie Loh (E)	60% Net	\$150
Mandarin Immersion Summer Camp	3/1-12/31	Nicole Loh (E)	60% Net	\$180
Manners Made Fun	3/1-12/31	Laura Little (E)	50% Net	\$100
Masters Of The Field	3/1-12/31	Academic Chess (I)	60% Net	\$112
Masters Of The Field	3/1-12/31	Academic Chess (I)	60% Net	\$90
Masters Of The Field - Health Is Fun!	3/1-12/31	Academic Chess (I)	60% Net	\$112
Math	3/1-12/31	Justine Lawson (E)	50% Net	\$89
Math	3/1-12/31	Larry Perez (E)	50% Net	\$89
Math	3/1-12/31	Young Choi (E)	\$29/hr+	\$99
Math 6/7	3/1-12/31	Michael Hale (E)	60% Net	\$180
Math Tutoring By Experienced Math Teachers	3/1-12/31	wikiTHINK (I)	Varies	\$269
Mathobotix	3/1-12/31	Mathobotix (I)	70% Gross	\$259
Mathobotix STEM Robotics Summer Camp	3/1-12/31	Mathobotix (I)	70% Gross	\$259
Memory Power And Study Skills	3/1-12/31	Christy Nelson (E)	50% Net	\$120
Memory Power And Study Skills	3/1-12/31	Christy Nelson (E)	50% Net	\$90
Middle School Boot Camp	3/1-12/31	Stephanie Avera (E)	60% Net	\$180
Middle School Math Prep	3/1-12/31	Michael Haley (E)	60% Net	\$160
Mindstorm Robotics	3/1-12/31	Bricks 4 Kidz (I)	60% Net	\$185
Minecraft Flix	3/1-12/31	Incrediflix (I)	PP	\$175
Mini-Kindergarten	3/1-12/31	Lori Walker (E)	60% Net	\$325
Mining And Crafting 1 With Lego® Bricks	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$150
Mining And Crafting 2 With Lego® Bricks	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$150
Mining And Crafting Camp	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$120
Mining And Crafting Camp	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$90
Modeling And Style	3/1-12/31	Be The Star In You (I)	50% Net	\$120
Modeling And Style	3/1-12/31	Tara Meyer (E)	\$29/hr+	\$120
Monologue & Scene Study For The Young Actor	3/1-12/31	Brett King(E)	60% Net	\$140
Multi-Sport Camp	3/1-12/31	Nick Schofield (E)	60% Net	\$120
Musical Theater	3/1-12/31	Heather Carlsen (E)	30% Net	\$180
Musical Theater	3/1-12/31	Heather Carlsen (E)	60% Net	\$180
Musical Theater	3/1-12/31	Tanya Bonetti (E)	30% Net	\$180
Musical Theater	3/1-12/31	Tanya Bonetti (E)	60% Net	\$180
My Fun House	3/1-12/31	Linda Montgomery (E)	60% Net	\$120
Mythical Creature Drawing Art Camp	3/1-12/31	OC Art Studios (I)	60% Net	\$133
Natural A's	3/1-12/31	Curtis Adney (E)	50% Net	\$49
Natural A's: Parent/Adult Registration	3/1-12/31	Curtis Adney (E)	50% Net	\$49
Ninjago Games Galore	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$120
Ninjago Games Galore	3/1-12/31	Future Builders With Bricks (I)	60% Net	\$90
OC Art Studios: Animal Drawing 101	3/1-12/31	OC Art Studios (I)	60% Net	\$120
OC Art Studios: Animal Drawing 101	3/1-12/31	OC Art Studios (I)	60% Net	\$90
OC Art Studios: Cool Comics And Cartoons	3/1-12/31	OC Art Studios (I)	60% Net	\$120
OC Art Studios: Cool Comics And Cartoons	3/1-12/31	OC Art Studios (I)	60% Net	\$90
OC Art Studios: Fantastic Fantasy Art	3/1-12/31	OC Art Studios (I)	60% Net	\$120
OC Art Studios: Fantastic Fantasy Art	3/1-12/31	OC Art Studios (I)	60% Net	\$90
Ocean Animals	3/1-12/31	Jan Wood-Harris (E)	\$29/hr+	\$98
One On One Basketball	3/1-12/31	One On One Basketball Staff (I)	50% Net	\$165
One On One Basketball: Basketball Pre-Season Tune-Up	3/1-12/31	One On One Basketball Staff (I)	60% Net	\$120
One On One Basketball: Fit 4 Fun	3/1-12/31	One On One Basketball Staff (I)	60% Net	\$120
One On One Summer Basketball Camp	3/1-12/31	One On One Basketball Staff (I)	60% Net	\$165
Parent And Me: Adventure Through China	3/1-12/31	Pandarin Academy (I)	50% Net	\$130
Pen And Ink Art Magic	3/1-12/31	Nancy Larragoiti (E)	\$29/hr+	\$98
Performing Arts Club	3/1-12/31	Confidence In The Spotlight (I)	60% Net	\$120
Performing Arts Club	3/1-12/31	Confidence In The Spotlight (I)	60% Net	\$90
Playtime In Spanish	3/1-12/31	April Sonenberg (E)	60% Net	\$120
Playtime In Spanish	3/1-12/31	April Sonenberg (E)	60% Net	\$90
Pre-Algebra	3/1-12/31	Daryl Johannsen (E)	\$29/hr+	\$99
Pre-Geometry	3/1-12/31	Daryl Johannsen (E)	\$29/hr+	\$120
Pre-Geometry	3/1-12/31	Daryl Johannsen (E)	\$29/hr+	\$90
Private Swim Lessons	3/1-12/31	Pete Cosmakos, LLC (I)	60% Net	\$180
Public Speaking Basics	3/1-12/31	Ron Grishaber (E)	60% Net	\$130
Public Speaking For Kids	3/1-12/31	Be The Star In You (I)	60% Net	\$120
Reading Fun With Jr Great Books and More	3/1-12/31	Lori Walker (E)	60% Net	\$110
Rock N Roll Robotics - Legos®	3/1-12/31	Computer Explorers (I)	PP	\$98
SC Authors Workshop	3/1-12/31	Kim Hanley (E)	30% Net	\$150
SC Authors Workshop	3/1-12/31	Nicole Davis (E)	30% Net	\$150
SC Authors Workshop: Linking Middle School to High School Writing	3/1-12/31	Kim Hanley (E)	30% Net	\$150
SC Authors Workshop: Linking Middle School to High School Writing	3/1-12/31	Nicole Davis (E)	30% Net	\$150
School Is Cool	3/1-12/31	Amy Abbott (I)	30% Net	\$120
School Is Cool	3/1-12/31	Barb Staman (I)	30% Net	\$120
Science Classes	3/1-12/31	Mad Science (I)	60% Net	\$120
Science Classes	3/1-12/31	Mad Science (I)	PP	\$165
Science Classes	3/1-12/31	Mad Science (I)	60% Net	\$90
Second Grade Common Core Camp	3/1-12/31	Christy Grudynski (E)	60% Net	\$180
Second Grade Common Core Camp	3/1-12/31	Kim Downing (E)	60% Net	\$180
Self-Publishing Online Digital Photo Books For Youth	3/1-12/31	Randeleigh Harris (E)	50% Net	\$92
Semi-Private Swim Lessons	3/1-12/31	Pete Cosmakos, LLC (I)	60% Net	\$105
Sewing Classes	3/1-12/31	Laurie Murphy Klein (E)	50% Net	\$100
So You Want To Be A Teacher?	3/1-12/31	Lori Walker (E)	60% Net	\$125
Soccer Skills Clinics	3/1-12/31	BJ McNicol (E)	50% Net	\$126
Spanish For Children: Levels 1 and 2	3/1-12/31	Conversa (I)	60% Net	\$120
Spanish For Children: Levels 1 and 2	3/1-12/31	Conversa (I)	60% Net	\$90
Spanish For Children: Levels 1 And 2	3/1-12/31	Conversa (I)	50% Net	\$120
Spanish For Preschoolers	3/1-12/31	Conversa (I)	50% Net	\$120
Spanish For Preschoolers	3/1-12/31	Conversa (I)	50% Net	\$90
Spotlight Series	3/1-12/31	Confidence In The Spotlight (I)	60% Gross	\$275
Storytelling: The Pathway To Public Speaking Success	3/1-12/31	Debra Weller (E)	30% Net	\$120
Storytelling: The Pathway To Public Speaking Success	3/1-12/31	Debra Weller (E)	30% Net	\$90
Storytelling: The Pathway To Public Speaking Success	3/1-12/31	Laurie Burgess (E)	30% Net	\$120
Storytelling: The Pathway To Public Speaking Success	3/1-12/31	Laurie Burgess (E)	30% Net	\$90
Study Insects In Spanish	3/1-12/31	Veronica Noguez (E)	60% Net	\$180
Study Strategies For Teens	3/1-12/31	Jason Turney (E)	\$29/hr+	\$56
Successful Study Strategies For Kids	3/1-12/31	Jason Turney (E)	\$29/hr+	\$56
Summer Art Experience In Spanish	3/1-12/31	Nicole Thompson (E)	60% Net	\$180

Summer Experience	3/1-12/31	Renee Zapas (E)	Per Day	\$165
Summer Experience	3/1-12/31	Thomas Fish (E)	Per Day	\$150
Super Chefs	3/1-12/31	Super Readers (I)	60% Net	\$130
Superhero Filmmaking Flix	3/1-12/31	Incrediflix (I)	PP	\$185
Tee It Up With TGA	3/1-12/31	TGA Staff (I)	60% Net	\$120
Tee It Up With TGA	3/1-12/31	TGA Staff (I)	60% Net	\$90
Tennis	3/1-12/31	Orange County Com. Tennis As	60% Net	\$120
Tennis	3/1-12/31	Orange County Com. Tennis As	60% Net	\$90
Tennis Skills Clinics	3/1-12/31	Nick Trani (E)	50% Net	\$149
The Power Of Exploring Art	3/1-12/31	Nancy Larragoiti (E)	\$29/hr+	\$46
The Wonderful World Of Writing	3/1-12/31	Cindy Billy (E)	30% Net	\$235
The Wonderful World Of Writing	3/1-12/31	Danielle Ridill (E)	30% Net	\$235
Theatre Fun With Improvisation	3/1-12/31	Tara Meyer (E)	\$29/hr+	\$120
Third Grade Common Core Camp	3/1-12/31	Christy Grudynski (E)	60% Net	\$180
Toddler Time	3/1-12/31	Dawn Trumbo (E)	30% Net	\$120
Toddler Time	3/1-12/31	Dawn Trumbo (E)	30% Net	\$90
Toddler Time	3/1-12/31	Kristi Martin (E)	30% Net	\$120
Toddler Time	3/1-12/31	Kristi Martin (E)	30% Net	\$90
Toddler Time	3/1-12/31	Toddler Time (I)	60% Net	\$90
Toddler Time (1st Semester- Fall)	3/1-12/31	Dawn Trumbo (E)	30% Net	\$240
Toddler Time (1st Semester- Fall)	3/1-12/31	Kristi Martin (E)	30% Net	\$240
Toddler Time (2nd Semester-Spring)	3/1-12/31	Dawn Trumbo (E)	30% Net	\$240
Toddler Time (2nd Semester-Spring)	3/1-12/31	Kristi Martin (E)	30% Net	\$240
UCI Writing Project	3/1-12/31	UCI Summer Youth Programs (85% Gross	\$690
Volleyball	3/1-12/31	Derek Saenz (I)	50% Net	\$126
Volleyball	3/1-12/31	Heather Carlsen (E)	60% Net	\$180
Volleyball	3/1-12/31	Heather Carlsen (E)	30% Net	\$120
Volleyball	3/1-12/31	Heather Carlsen (E)	30% Net	\$90
Volleyball	3/1-12/31	Juan Hernandez (I)	50% Net	\$126
Volleyball	3/1-12/31	Tanya Bonetti (E)	60% Net	\$180
Volleyball	3/1-12/31	Tanya Bonetti (E)	30% Net	\$120
Volleyball	3/1-12/31	Tanya Bonetti (E)	30% Net	\$90
Volleyball	3/1-12/31	TBA	50% Net	Varies
Volleyball Skills Clinics	3/1-12/31	Carmen Stratton (E)	50% Net	\$126
Wagon Wheel Kindergarten Corral	3/1-12/31	Rita Beninga (E)	60% Net	\$115
Water Polo Skills Clinics	3/1-12/31	Pete Cosmakos, LLC (I)	50% Net	\$126
Young Artists And Authors Studio	3/1-12/31	Carrie Gray (E)	60% Net	\$180
Young Artist's Workshop	3/1-12/31	Nancy Larragoiti (E)	\$29/hr+	\$98
Young Illustrators	3/1-12/31	Jan Wood-Harris (E)	\$29/hr+	\$98
Young Rembrandts	3/1-12/31	Young Rembrandts (I)	60% Net	\$180
Young Rembrandts Cartooning	3/1-12/31	Young Rembrandts (I)	60% Net	\$120
Young Rembrandts Cartooning	3/1-12/31	Young Rembrandts (I)	60% Net	\$90
Young Rembrandts Draw Amazing Things	3/1-12/31	Young Rembrandts (I)	60% Net	\$120
Young Rembrandts Draw Amazing Things	3/1-12/31	Young Rembrandts (I)	60% Net	\$90
Youth Aquatics	3/1-12/31	Pete Cosmakos, LLC (I)	50% Net+	\$75
Zentangle	3/1-12/31	The Artbar (I)	60% Net	\$96
Zentangle 1: Drawing Patterns With Art Elements	3/1-12/31	Nicole Steiman (E)	60% Net	\$96
Zentangle 1: Drawing Patterns With Art Elements	3/1-12/31	The Artbar (I)	60% Net	\$96
Zentangle 2: Inspired Art (ZIA) Projects	3/1-12/31	Nicole Steiman (E)	60% Net	\$96
Zentangle 2: Inspired Art (ZIA) Projects	3/1-12/31	The Artbar (I)	60% Net	\$96

South Orange County Community College District

IRVINE VALLEY COLLEGE

COMMUNITY EDUCATION NOT-FOR-CREDIT PROGRAM - Late Spring/Summer 2015

COURSE TITLE	DATES	INSTRUCTOR	HONORARIA	FEE
Academic Academy/Test Prep	5/26-8/15/15	Amanda Click	60% gross	\$99-\$260
Academic Chess	5/26-8/15/15	Adam Broady	50% gross	\$150
Academic Test Prep	5/26-8/15/15	Kathy Song	50% gross	\$129
Aquatic Fitness	5/26-8/15/15	Barbara Stockler	70% gross	\$20
Art Courses	5/26-8/15/15	Annette Hernandez	70% gross	\$45
Art Courses	5/26-8/15/15	Donna Hanna-Chase	70% gross	\$30
Art Courses	5/26-8/15/15	Pam Schader	70% gross	\$38
Art Courses	5/26-8/15/15	Teresa Fernald	70% gross	\$30
Band Rehearsal/Performance	5/26-8/15/15	Ed Peterson	70% gross	\$30
Band Rehearsal/Performance	5/26-8/15/15	Peter Fournier	70% gross	\$30
Business Management	5/26-8/15/15	Gene Konstant	50% gross	\$29-\$159
Business Management	5/26-8/15/15	Myung Chul Han	50% gross	\$100-\$360
Business Management	5/26-8/15/15	Mark Matsumoto	50% gross	\$100-\$360
Business Management	5/26-8/15/15	Breanna Bremer	50% gross	\$45-\$115
Choral Music	5/26-8/15/15	Cecilia Kim	70% gross	\$20
Computer Classes	5/26-8/15/15	Louise Records	70% gross	\$30-\$99
Computer Classes	5/26-8/15/15	Vazi Okhandiar	60% gross	\$45-\$329
Computer Classes	5/26-8/15/15	William Cunningham	50% gross	\$200-\$225
Computer Classes	5/26-8/15/15	Gregory Beutler	50% gross	\$200-\$225
Country Line Dancing	5/26-8/15/15	Ida Stuart	70% gross	\$20
Creative Writing	5/26-8/15/15	Jeffrey Briar	70% gross	\$45
Dayan Qigong	5/26-8/15/15	Joanna Schoon	70% gross	\$30
Dayan Qigong	5/26-8/15/15	Judith Shields	70% gross	\$30
E-Bay Courses	5/26-8/15/15	Carolyn Jacinto	50% gross	\$95-\$225
Educational Prep Courses	5/26-8/15/15	Wesley Rowlands	50% gross	\$400
Educational Prep Courses	5/26-8/15/15	Karyn Rashoff	50% gross	\$50
Film Genres	5/26-8/15/15	Kathryn Kramer	70% gross	\$20-\$30
Filmmaking Camps	5/26-8/15/15	Tobin Felfe	65% gross	\$180
Fitness Courses	5/26-8/15/15	Becki Rigali	70% gross	\$15-\$25
Fitness Courses	5/26-8/15/15	Beejay Janiga	70% gross	\$25
Fitness Courses	5/26-8/15/15	Carrie Henderson	70% gross	\$25-\$29
Fitness Courses	5/26-8/15/15	Eugenia Lane	70% gross	\$15-\$25
Fitness Courses	5/26-8/15/15	Leslie Lowe	70% gross	\$20
Fitness Courses	5/26-8/15/15	Lisa Messenger	70% gross	\$15-\$25
Fitness Courses	5/26-8/15/15	Nargues Jackie Ovadia	70% gross	\$20
Fitness Courses	5/26-8/15/15	Renee Fiore-Burton	70% gross	\$25-\$29
Fitness Courses	5/26-8/15/15	Sandra Casado	70% gross	\$30

*per person, **per session

<i>COURSE TITLE</i>	<i>DATES</i>	<i>INSTRUCTOR</i>	<i>HONORARIA</i>	<i>FEE</i>
Fitness Courses	5/26-8/15/15	EJ Baldonado-Wilkins	70% gross	\$20-\$40
Internet/Web Certificate Courses	5/26-8/15/15	Sabrina Doyle	IVC receives \$29-300*pp	\$49-\$4,500
IRD Reading	5/26-8/15/15	David Soloway	IVC receives 8% net	\$249-\$399
Language Classes	5/26-8/15/15	Cristina Versteegh Garcia	IVC receives 50% net	\$229-\$349
LEAN courses	5/26-8/15/15	Russell Levy	50% gross	\$600
Life College	5/26-8/15/15	Joyce Arntson	50% gross	\$2,666
Mad Science Camps	5/26-8/15/15	Trisha Loos	70% gross	\$115-\$144
Medical Courses	5/26-8/15/15	Ryan Williams	IVC receives 10%-40% gross	\$999-\$1,299
Music Courses	5/26-8/15/15	Louise Jacobs	70% gross	\$20-\$25
Music Courses	5/26-8/15/15	Ron Gorman	50% gross	\$90
Nike Sports Camps	5/26-8/15/15	Ross Duncan	IVC receives 20% of net	\$315-\$395
Patchwork & Quilting	5/26-8/15/15	Carolin Caverly	70% gross	\$48
Personal Enrichment Courses	5/26-8/15/15	LeeAnne Krusemark	50% gross	\$29-\$99
Personal Enrichment Courses	5/26-8/15/15	Leslee Newman	50% gross	\$45
Personal Enrichment Courses	5/26-8/15/15	Jake Jacobs	50% gross	\$30
Piano Courses	5/26-8/15/15	Carol Lippert	70% gross	\$30
Reading/Writing/Test Prep Courses	5/26-8/15/15	Ioan Sersea	50% gross	\$50-\$199
Screenwriting Courses	5/26-8/15/15	Mark Sevi	50% gross	\$75-\$150
Self Improvement/Study Skills Courses	5/26-8/15/15	Curtis Adney	65% gross	\$55-\$59
Social Badminton	5/26-8/15/15	Helen Tung	50% gross	\$45-\$75
Soft Skills Courses	5/26-8/15/15	Gary Rybold	50% gross	\$40-\$50
Tai Chi	5/26-8/15/15	Sebastian Caramagno	70% gross	\$25
Tai Chi	5/26-8/15/15	Joanna Schoon	70% gross	\$60-\$75
Tap Dance	5/26-8/15/15	Dorothy Bregozzo	70% gross	\$30
Tap Dance	5/26-8/15/15	Marge Forehan	70% gross	\$30
Tennis Classes	5/26-8/15/15	Hyung Moon Kim	IVC receives \$1,500 per session	\$1,500
Yoga	5/26-8/15/15	Fleur Fong	70% gross	\$38
Yoga	5/26-8/15/15	Jeffrey Briar	70% gross	\$20
Yoga	5/26-8/15/15	Kathyrn Burns	70% gross	\$25
Yoga	5/26-8/15/15	Mikki Michele	70% gross	\$36-\$60
Yoga	5/26-8/15/15	Ruthe Gluckson	70% gross	\$25

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>
01/28/15 12:00-12:45pm SSC 212	Christina Ghanbarpour – Women’s and Gender Studies Advisory Committee Speaker’s Series	Dr. Jillian Hernandez	Incarnations of Fakery: The Race, Gender, and Sexuality Politics of Nicki Minaj’s Rococo Aesthetics	\$500.00 WGSAC funds
03/07/15 BGS 232	Rebecca Knapp – CTE Mini Conference – Keynote Speaker	Amy Kaufman	Best Practices for CTE Education	\$2000.00 Perkins/CTE Grant

IRVINE VALLEY 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>

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College Technology and Applied Science (TAS) Swing Space Project, Hire Testing & Special Inspection Firm, C.E.M. Lab Corp.

ACTION: Approval

BACKGROUND

In August 27, 2012, June 17, 2013, and June 23, 2014, the Board of Trustees approved at total of \$10,250,000 from the Basic Aid for the Saddleback College Technology and Applied Science (TAS) Swing Space project.

On November 25, 2013, the Board of Trustees approved eight firms for a pool from which to draw Geotechnical, Testing and Inspection services for a five year period. When project specific services are necessary, staff provides the pool with a Request for Proposals (RFP).

Testing and special inspection services are required for the Saddleback College TAS Swing Space Project.

STATUS

On December 18, 2015, staff received responses from seven firms (EXHIBIT A) and the evaluation committee selected C.E.M. Lab Corp. (EXHIBIT A) based on best value to perform the testing and special inspection services for the Saddleback College TAS Swing Space project for a not to exceed amount of \$123,143.

Funds for these services are available in the basic aid project budget of \$10,250,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the testing and special inspection services agreement (EXHIBIT B) with C.E.M. Lab Corp. for the Saddleback College TAS Swing Space project for a not to exceed amount of \$123,143.

**Proposals submitted for
Saddleback College TAS Swing Space Project
Testing & Special Inspection Services
February 23, 2015**

<u>COMPANY NAME</u>	<u>CITY</u>	<u>SUBMITTOR'S NAME</u>
AMEC Environment & Infrastructure, Inc.	Los Angeles, Ca.	Ian Maclean
*C.E.M. Lab Corp.	Irvine, Ca.	Teri A. Knoll
Koury Engineering & Testing, Inc.	Chino, Ca.	Tommy Wright
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	Irvine, Ca.	Kurt S. Yoshi
Smith–Emery Laboratories, Inc.	Anaheim, Ca.	Daniel M. Slater
Twining Consulting, Inc.	Irvine, Ca.	John Burke
United Inspection & Testing	Moreno Valley, Ca.	Dean R. Owens

*Recommended firm for the TAS Swing Space Project

AGREEMENT - TESTING & SPECIAL INSPECTION CONSULTANT SERVICES FOR THE TAS SWING SPACE PROJECT AT SADDLEBACK COLLEGE

This AGREEMENT is hereby made and entered into this 24th day of February in the year 2015 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and C.E.M. Lab Corp, 45 Post, Irvine, CA 92618, hereinafter referred to as "CONSULTANT";

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

WHEREAS, DISTRICT desires to obtain Testing & Special Inspection Consultant services for the TAS Swing Space Project, hereinafter referred to as "PROJECT" located at Saddleback College in the DISTRICT; and

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES AND RESPONSIBILITIES

- 1.1 **Basic 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.** The CONSULTANT'S services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT the terms hereof and applicable law, code, rule or regulations. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3 **Key Individual Assignment.** The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate Tony Binaei as Project Manager and Principal in Charge, and Wahab Noori as soil inspector, Steve Wright as concrete inspector, Sandra Ramsdell as masonry inspector, and Richard Roth as welding inspector. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in their respective positions on the PROJECT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT'S firm that will be associated with the PROJECT.
- 1.4 **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT. A project manager and all lead or key personnel for any SUB-CONSULTANT must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.
- 1.5 **Relationship of CONSULTANT to Other PROJECT Participants.** CONSULTANT'S services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Architect; (b) the Contractor; (c) the Inspector; (d) Test/Inspection Service Providers; and (e) others providing services in connection with bidding and/or construction of the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. The Architect shall perform its duties in accordance with its contract(s) with the DISTRICT. Except as expressly set forth herein, neither this AGREEMENT, nor CONSULTANT'S rendition of services hereunder shall be deemed CONSULTANT'S assumption of responsibility for the adequacy or sufficiency of the PROJECT design or the Design Documents

for the PROJECT, which are and remain that of the Architect. CONSULTANT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.

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

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

ARTICLE 3 ADDITIONAL CONSULTANT'S SERVICES

- 3.1 The CONSULTANT shall be given additional compensation for the services described in Article 3.
- 3.2 CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT'S control. CONSULTANT shall obtain written authorization from the DISTRICT **before** rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:

- a. Coordinating with the design professionals regarding material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
- b. Providing services required because of significant changes in the PROJECT including, but not limited to, size, quality, complexity, or the DISTRICT'S schedule, except for services required under Article 5.
- c. Coordinating with the design professionals on the preparation of drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the CONSULTANT.
- d. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
- e. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the construction contract.
- f. Providing services in connection with an arbitration proceeding or legal proceeding except where the CONSULTANT is a party thereto.
- g. Providing services after issuance to the DISTRICT of the final certificate for payment except as provided herein.
- h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted CONSULTANT'S practice.

ARTICLE 4 TERM OF SERVICES

- 4.1 **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 11 months. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions. Should services be necessary after the expiration of 11 months of service, they can be provided as Additional Services in accordance with the Billing Rates as provided in Exhibit "A". Extensions to the duration of the CONSULTANT services shall be addressed as outlined in Article 3.
- 4.3 **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension (refer to Article 7).

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1 **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' Comp Claims.** 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.
- c. **Reimbursement for Defense.** Regarding the defense of any claim embraced by CONSULTANT'S indemnity, each indemnitee shall control its own defense and at the time of claim resolution CONSULTANT will reimburse the indemnitees for all costs reasonable and appropriately incurred in this regard to the extent of any fault by or attributable to CONSULTANT'S negligence and to the extent covered by CONSULTANT'S liability insurance.

5.3 **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.

1. 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:
 2. owned, non-owned and hired vehicles;
 3. blanket contractual;
 4. broad form property damage;
 5. products/completed operations; and
 6. personal injury.
 - c. **Professional liability insurance** including contractual liability with limits of \$1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.
 - d. **Additional Insured**. Each policy of insurance required in (b) above shall name DISTRICT, District Board of Trustees, District officers, District agents, District employees, and District Contractors as additional insureds and shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance stated in (a) and (b) above shall state that not less than 30 days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy.
- 5.4 **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 **Certificates of Insurance**. 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 **DISTRICT Indemnity of CONSULTANT**. The DISTRICT shall indemnify, defend and hold harmless CONSULTANT from all claims arising out of this AGREEMENT, including without limitation, claims for bodily injury (including death) and physical property damage (other than to the work of the PROJECT itself and property damage covered by a Builders Risk Insurance) which arise out of the negligent or willful acts, work of the omissions. The DISTRICT shall cause the Contractor to indemnify CONSULTANT to the same extent

as the DISTRICT is indemnified and to have the CONSULTANT named as an additional insured on all policies associated with the PROJECT.

5.7 **Coverage Amounts**

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

ARTICLE 6 COMPENSATION TO THE CONSULTANT

6.1 **Contract Price for Basic Services.** The NOT TO EXCEED Contract Price for the CONSULTANT’S performance of the Basic Services under this AGREEMENT shall consist of the following Not to Exceed prices:

a. Construction Phase	\$ 98,143	(Pricing per RFQ & P info)
b. Reimbursable Expenses	\$ 25,000	(to be preapproved by CM)
TOTAL:	\$ 123,143	

6.2 **Price Inclusions.** The NOT TO EXCEED Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Basic Services, except for Allowable Reimbursable Expenses described in this AGREEMENT. At no time shall meals be considered a reimbursable expense.

6.3 **CONSULTANT Monthly Billing Statements.** CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Basic Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the 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 30 days of the date of the DISTRICT’S receipt of CONSULTANT’S billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CONSULTANT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Architect or any Contractor.

6.5 **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 100% 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 Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees and consultants in the interest of the PROJECT.
 - b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. CONSULTANT'S normal travel expense (including to and from the PROJECT) and meals are excluded.
 - c. Expense of reproductions, except those needed for the use of the CONSULTANT and his or her consultants or identified specifically as a deliverable, postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT'S prior written approval.
 - d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
 - e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT'S Basic Services will be reimbursed.
 - f. For reimbursable expenses, compensation shall be computed at a multiple of one point one (1.1) times the expenses incurred by the CONSULTANT, the CONSULTANT'S employees and consultants in the interest of the PROJECT. Cost + 10%
 - g. For additional services of consultants, compensation shall be computed at a multiple of one point one (1.1) times the amounts billed to the CONSULTANT for such services. Cost + 10%

ARTICLE 7 CONSULTANT'S DOCUMENTS

- 7.1 **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, DVD or flash drive in PDF format upon completion of each of the three phases, design, construction, and post construction. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.4 **Copyright/Trademark/Patent.** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT'S express written permission, except CONSULTANT shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

ARTICLE 8 TERMINATION

- 8.1 **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 (30) day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CONSULTANT or no later than 3 days after the day of mailing, whichever is sooner.
- 8.2 **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 10 days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the 10 days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than 3 days after the day of mailing, whichever is sooner.
- 8.3 **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 15 days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than 90 consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT'S services.
- 8.5 **Abandonment of PROJECT.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.
- 8.6 **Non Payment.** The DISTRICT'S failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.
- a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the CONSULTANT within 7 days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.7 **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 **AGREEMENT Governance.** Unless otherwise provided, this AGREEMENT shall be governed by the law of the state and county where the PROJECT is located.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1 **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.
- 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.

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 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 **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.
- 11.5 **Definitions**
- a. **Contract.** A Contract for Construction awarded by the DISTRICT to a Contractor 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 R2A Architecture. References to the Architect include R2A Architecture and its consultants 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 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.
- 11.6 **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.
- 11.7 **Full Force of Remaining Contract.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 11.8 **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.9 **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 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 |
| David Schiermeyer | Tony Binaei |
| Project Manager | President |
| South Orange County | C.E.M. Lab Corp |
| Community College District | 45 Post |
| 28000 Marguerite Parkway | Irvine, Ca. 92618 |
| Mission Viejo, CA 92692 | email: tony@cemlabcorp.com |
| email: dschiermeyer@socccd.edu | |
- COPY
- Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Email: dfitzsimons@socccd.edu
- 11.15 **Entire Agreement/Amendment.** This AGREEMENT and the parameters identified in reference documents listed below hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.
- 11.16 **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
C.E.M. Lab Corp

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

Tony Binaei
President

(Date)

(Date)

83-0338599

(Taxpayer number)

Reference Documents

- a. DSA Form 103 dated (6/10/2014)
- b. Project Schedule dated (11/14/2014)
- c. Geotechnical Investigation Report dated (7/24/2014)
- d. C.E.M. Lab Corp Proposal fees dated (12/18/2014)
- e. C.E.M. Lab Corp Professional Fees dated (10/25/2013)

Exhibit A
Hourly Rates

<u>Description</u>	<u>Hourly Rate</u>	<u>Overtime Hourly Rate</u>
Soils Engineer / Inspector	\$ 76.00	\$114.00
Concrete inspector	\$ 74.00	\$111.00
Masonry Inspector	\$ 76.00	\$114.00
Welding Inspector	\$76.00	\$114.00
Use of Nuclear gauge	\$ 3.00	
Administrative	\$55.00	
Engineering Review	\$135.00	

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Irvine Valley College, A400 Design-Build Project, Testing and Inspection Agreement Amendment No. 1, C.E.M. Lab Corp.

ACTION: Approval

BACKGROUND

On March 31, 2014, the Board of Trustees approved an agreement with C.E.M Lab Corp., to provide testing and special inspection services for Irvine Valley College A400 Design-build project for \$140,000. The original agreement provided for additional services, if necessary.

STATUS

Additional testing and special inspection services are required on the A400 design-build project to ensure conformance with DSA requirements. C.E.M. Lab Corp. will provide the additional services on an as-needed basis for a 'Not to Exceed' fee of \$40,000.

Staff recommends approval of Amendment No. 1 (EXHIBIT A) increasing the contract by \$40,000 for a revised contract amount of \$180,000.

Basic aid funds are available within the existing project budget of \$13,013,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 1 (EXHIBIT A) with C.E.M. Lab Corp. for additional testing and special inspection services in the amount of \$40,000, for the Irvine Valley College A400 Design-build project, for a total fee of \$180,000.

**AMENDMENT NO. 1
TO TESTING & SPECIAL INSPECTION SERVICES AGREEMENT
FOR
A400 DESIGN-BUILD PROJECT - IRVINE VALLEY COLLEGE**

February 23, 2015

THIS AMENDMENT shall modify the original agreement dated March 31, 2014 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and C.E.M. lab Corp., 45 Post, Irvine, California, 92618, 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 \$140,000; and

WHEREAS, the scope of services has increased on the A400 Design-build project by \$40,000 to ensure conformance with DSA requirements;

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

PROVIDE SUPPLEMENTAL TESTING & SPECIAL INSPECTION SERVICES

Original Contract Amount:	\$140,000
Amendment No. 1	<u>\$ 40,000</u>
Total Contract Amount	<u>\$180,000</u>

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"
C.E.M. Lab Corp.

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

By: _____
Tony Binaei
Principal

Date: _____

Date: _____

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Irvine Valley College: Model United Nations, Co-Curricular Out-of-State Travel for the National Model United Nations New York City (NYC) 2015 Conference from March 20-27, 2015

ACTION: Approval

BACKGROUND

Irvine Valley College (IVC) is committed to student success. The IVC Model United Nations team in conjunction with the Political Science department has arranged for students to attend and participate in the National Model United Nations (NMUN) – New York City (NYC) 2015 Conference.

As part of our continued commitment to student success, the IVC Model United Nations Program is offering Political Science 21 (Model United Nations) and Political Science/Model United Nations club students the opportunity to attend the NMUN – NYC 2015 conference to be held at the Sheraton New York Time Square Hotel. Students will represent the interests of their respective country in an authentic simulation of the United Nations. During this simulation, IVC students will debate current international issues, negotiate cooperative approaches to address such problems, present formal speeches on behalf of their country, and develop professional skills like building rapport, group management, effective leadership, and respectful diplomacy.

STATUS

The IVC Model United Nations Program proposes to take 32 students to the National Model United Nations New York City (NYC) 2015 Conference from March 20-27, 2015. The individual cost breakdown summary is presented in EXHIBIT A. Funding for lodging, conference registration, and airport shuttle fees will be paid from ASIVC funds as outlined in EXHIBIT B, in an amount not to exceed \$22,169.00. Funding for students' airfare, baggage, meals, and personal expenses will be paid by each student as outlined in EXHIBIT B, at a combined, approximate cost not to exceed \$21,920.00. There is no impact to the general fund.

The Chancellor recommends that the Board of Trustees approve the IVC Model United Nations program out-of-state conference travel to the National Model United Nations New York City (NYC) 2015 Conference from March 20-27, 2015.

Item Submitted by: *Dr. Glenn R. Roquemore, President*
Dr. Debra Fitzsimons, Vice Chancellor, Business Services

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

OUT-OF-STATE TRAVEL PROGRAM INFORMATION SUMMARY

1. PROGRAM										
Location/Destination:		Sheraton New York Time Square Hotel			First Trip: Yes:			No:		X
Dates: From:		3/20/15	To:		3/27/15	Total No. of Days:		8		
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:		No:	X				
	Transfer College Units		Yes:		No:	X				
	Orientation		Yes:	X	No:					
	Books/Supplies		Yes:	X	No:					
	Tutors		Yes:		No:	X				
	Weekend Study Activities		Yes:	X	No:					
	Food		Yes:		No:	X				
	Transportation		Yes:	X	No:					
	Lodging		Yes:	X	No:					
Other:		N/A								
Does Not Include: (Examples: Local Transportation at home; Personal Items, etc.)		Students are responsible for: Airfare, Meals, and all Personal expenses during program.								
Other:										
2. FACULTY										
Lead Faculty Name:		Stew Frame								
Coordinates Trip:			Yes:	X	No:					
If No, Explain:										
Travels to Site:			Yes:	X	No:					
Dates: From:		3/20/15			T	3/27/15				
Teaching Assignment at Program Site:			Yes:		No:	X				
Dates: From:					T					
Requires Substitute at IVC and/or SC?			Yes:		No:	X				

Unpaid Faculty Exchange:		Yes		N		X	
If Yes, Faculty Name(s) Required:							
Assignments to be Covered:							
Other:							
3. COURSE(S) OFFERED AT PROGRAM SITE							
Course No.:	Course Title:						No. of Units
	TOTAL						
4. STUDENTS							
Minimum number of students required to make program:						16	
Minimum number of units:							
Maximum number of units:							
If this is a repeat program site, what is the average number of units taken per student?							
Other – Maximum number of students						32	
5. COSTS							
Student:							
Contracted cost per student:						\$ 609.50	
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>						\$ 101.58	
College:							
Additional costs to the District?		Yes:	X	No:			
If Yes Explain:		Airport Shuttle Fees (~ \$700.00)					
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						\$ 700.00	
6. OTHER ACTIVITIES NOT PART OF THE COURSE(S) (ATTACHMENTS)							
N/A							
7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES							
	Fri 3/20	Sat 3/21	Sun 3/22	Mon 3/23	Tu 3/24	Wed 3/25	Th 3/26
8am	Travel	Pre- Conf.	Conference	Conference	Conference	Conference	Conference
9am		Reg.	All Day	All Day	All Day	All Day	All Day
10am		Mission					
11am		Briefing					
12pm							
1pm							
2pm							
3pm							
4pm							
5pm							
6pm	↓						
7pm							
8pm							
9pm		↓					
10pm							
Exceptions to weekly schedule:		N/A					
8. ATTACHMENTS							
Cover.							

BUDGET

ASIVC CO-CURRICULAR OUT OF STATE TRAVEL
NATIONAL MODEL UNITED NATIONS CONFERENCE
SHERATON NEW YOUR TIMES SQUARE

SUMMARY OF ESTIMATED COSTS OF INTERCOLLEGIATE NATIONAL COMPETITION

TOTAL COSTS TO BE PAID BY ASIVC	
Registration fee for 32 Students at \$135.00	\$ 4,320.00
Registration for Advisor	\$ 100.00
Hotel Reservation for 9 rooms at \$309.00 per night= \$2781.00 for 6 nights	\$16,686.00
Hotel Porterage Fees at \$11.00 per person	\$ 363.00
Airport/Hotel Shuttle Fee estimated at \$700.00	\$ 700.00
TOTAL COST	\$22,169.00

APPROXIMATE COSTS PER STUDENT (NOT PAID BY ASIVC), to be paid by the student	
Baggage \$25.00 per bag per for 32 students	\$ 25.00
Food expenses average \$30.00 per day per person for 6 days	\$ 180.00
Airfare at \$380 per person	\$ 380.00
Misc. personal costs approximately \$100 per person	\$ 100.00
TOTAL COST NOT INCLUDED	\$ 685.00
GRAND TOTAL- ALL (32) STUDENTS	\$21,920.00

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Irvine Valley College: Out of State Travel, Co-Curricular Dance Program, American College Dance Association 2015 Intercollegiate Southwest Regional Dance Competition, March 17-22, 2015, Lubbock, Texas

ACTION: Approval

BACKGROUND

Irvine Valley College (IVC) is committed to providing high-quality education and a full range of cultural and educational activities for students and faculty. Associated Student Government of Irvine Valley College (ASIVC) has supported the travel of students to dance competitions throughout the program's history. As an institutional member of the American College Dance Association, it is an honor to travel to the American College Dance Association 2015 Intercollegiate Southwest Regional Dance Competition, held this year at Texas Tech University in Lubbock, Texas. The competition hosts 2 year, 4 year, and graduate level academic dance programs to be adjudicated by professionals in the field. The annual competition continues to encourage enrollments of prospective dance majors, faculty development, and provides networking opportunities for both.

STATUS

The IVC Dance Department proposes to send up to eight students and two IVC staff members to the American College Dance Association 2015 Intercollegiate Southwest Regional Dance Conference in Lubbock Texas. The dates of the conference, including travel are from March 17-22, 2015, as set forth in the summary presented in EXHIBIT A. As depicted in EXHIBIT B, expenses are estimated to be \$17,010, which will be paid through ASIVC funds. Additional expenses not covered by these funds will be paid by students and staff attending the conference or the dance foundation account. There is no impact to the general fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the out-of-state travel request for faculty and students to attend the American College Dance Association 2015 Intercollegiate Southwest Regional Dance Competition as part of ASIVC Co-Curricular program from March 17-22, 2015, in Lubbock, Texas at a cost not to exceed \$17,010.

Item Submitted By: *Dr. Glenn R. Roquemore, President*
Dr. Debra Fitzsimons, Vice Chancellor, Business Services

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

OUT-OF-STATE TRAVEL PROGRAM INFORMATION SUMMARY

1. PROGRAM – ASIVC – Co-CURRICULAR DANCE COMPETITION – REGIONAL CONFERENCE										
Location/Destination:		Lubbock, Texas, USA			First Trip: Yes:		No:		X	
Dates: From:		3/17/15		To:		3/22/15		Total No. of Days: 6		
Partner Name (Academic Institution):		N/A								
Address:		N/A								
Contact Person:		N/A			Telephone No.:		N/A			
Description of Institution:		Texas Tech University - ACDA 2015 - Regional Conference								
Includes:	Accredited Instruction		Yes:		No:	X				
	Transfer College Units		Yes:		No:	X				
	Orientation		Yes:		No:	X				
	Books/Supplies		Yes:		No:	X				
	Tutors		Yes:		No:	X				
	Weekend Study Activities		Yes:	X	No:					
	Food		Yes:	X	No:					
	Transportation LOCAL ONLY		Yes:	X	No:					
Lodging		Yes:	X	No:						
Other:		The dance program is attending the American College Dance Association Regional Conference – it is not a partnership. Texas Tech is the location for the South-West Regional conference in 2015.								
Does Not Include: (Examples: Local Transportation at home; Personal Items, etc.)		Personal expenses during the competition and IVC Fees to be eligible to be selected to attend such as 6 units at IVC, ASIVC sticker, health fees.								
Other:		Irvine Valley College Dance program is an ASIVC co-curricular program and thus registration fees, adjudication fees, travels expenses are covered by ASIVC.								
2. FACULTY										
Lead Faculty Name:		Gabe Copeland; Michel Gervais								
Coordinates Trip:				Yes:	X	No:				
If No, Explain:										
Travels to Site:				Yes	X	No:				
Dates: From:		3/17/15			To:		3/22/15			
Teaching Assignment at Program Site:		Yes	X	No:						
Dates: From:		3/17/15			To:		3/22/15			
Requires Substitute at IVC and/or SC?		Yes		No:	X					
Unpaid Faculty Exchange:		Yes		No:	X					
If Yes, Faculty Name(s) Required:				Ted Weatherford, Victoria Barrett, Kathryn Milostan-Egus, Monik Jones						
Assignments to be Covered:										
		Michel Gervais			Ballet II					
		Gabe Copeland			Tap					
Other:		Kathryn Milostan-Egus and Marie de la Palme helped coordinate the trip with ASIVC and administrative staff. Dance faculty listed above has agreed to cover the classes above.								
3. COURSE(S) OFFERED AT PROGRAM SITE										
Course No.:	Course Title:							No. of Units		

4. STUDENTS								
Minimum number of students required to make program: The dance piece/s selected for the competition require 7 students plus an understudy in the case of injury or illness.							8	
Minimum number of units:								
Maximum number of units:								
If this is a repeat program site, what is the average number of units taken per student?								
Other – Maximum number of students								
5. COSTS								
Student:								
Contracted cost per student:							\$	
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>							\$	
College:								
Additional costs to the District?		Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	Insurance deductible of \$2500-\$5000 per vehicle in case of accident				
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	
	Classes	Travel	Classes/ rehearse/ perform	Classes/ rehearse/ perform	Classes/ rehearse/ perform	Classes/ rehearse/ perform	Travel	
8 a.m.								
9 a.m.								
10a.m.								
11a.m.								
12 Noon								
1 p.m.								
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.								
11 p.m.								
Exceptions to weekly schedule:		N/A						
8. ATTACHMENTS								
EXHIBIT B –Cost Breakdown Summary and Program Description.								

BUDGET

ASIVC CO-CURRICULAR OUT OF STATE TRAVEL
AMERICAN COLLEGE DANCE FESTIVAL
TEXAS TECH UNIVERSITY, LUBBOCK, TEXAS

ESTIMATED COSTS OF INTERCOLLEGIATE REGIONAL COMPETITION

TOTAL COSTS TO BE PAID BY ASIVC	
Airfare (2 instructors, 8 students round trip @ \$1000.00 ea.)	\$10,000.00
Per Diem Food (2 faculty, \$31/day, 5 days)	\$310.00
Vehicle rental (11-15 passenger van, 6 days, \$220.00/day with liability insurance)	\$1,500.00
Fuel for Vehicles (estimated)	\$400.00
Baggage (faculty – costumes)	\$100.00
Lodging (4 rooms x 5 nights with tax)	\$3,300.00
Registration Fee (\$130 per person)	\$1,300.00
Adjudication fee	\$100.00
TOTAL COST	\$17,010.00
APPROXIMATE COSTS NOT INCLUDED PER STUDENT	
Baggage (students – 1 bag)	\$50
Food expenses	\$155.00
Misc. personal costs	\$100.00
IVC fees (minimum of 6.0 units @ \$46/unit)*	\$276.00
IVC Health Fee	\$16.00
ASIVC sticker	\$5.00
TOTAL COSTS NOT INCLUDED	\$602.00
GRAND TOTAL - ALL (8) STUDENTS	\$4816.00

The American College Dance Association requires a current institutional membership and the students to be a current member of the affiliated college's dance program, or have graduated in the last term. Associated Student Government of Irvine Valley College (ASIVC) rules require this also, but they specify that students must have a minimum of at least 6 units, have an ASIVC sticker and a grade point average over 2.0. Students in the dance department are further required to enroll in dance technique courses and the performing courses pertaining to our dance concerts, touring, and competitions.

*These costs will vary as many of our students go beyond the minimum number of units to attain their AA degree, or one of the dance certificates.

PROGRAM NARRATIVE

PROGRAM DESCRIPTION

The Irvine Valley College Dance Department is a Co-Curricular program within Associated Student Government of Irvine Valley College. Every two years an institutional membership is renewed to stay active in the American College Dance Association and the program attends yearly regional and national dance competitions. Since the beginning of the Dance program ASIVC has funded co-curricular dance competitions both in and out of the state of California. This part of the dance program has been a significant factor in the growth of the dance department over the years. It has been one of the aspects that helps draw students to our program, along with a strong dance science based technique training, and our growing number of career pathways for students to pursue.

Development of performance abilities takes repetitive experiences that allow you to test your abilities through performances and with others in the field. This intercollegiate dance competition allows students to immerse themselves in the world of dance connecting with professional judges, master instructors, and students from 2 year, 4 year, and graduate level academic programs. They compete against the best students from participating institutions. They attend daily feedback sessions where they ascertain how the judges critically analyze the choreography and performances of each piece presented. In addition, they take master classes from these working professionals and faculty at participating institutions, who see learn about their work ethic and their abilities in class and performance. The faculty and professionals they encounter are often those that determine their acceptance into transfer institutions, and the professional world of dance through auditions. The relationships they build at these events enable them to have an advantage over others auditioning who are unknown entities, untested by those who are auditioning them.

Students return with a renewed vigor and discipline to attain the highest levels of training from our courses and along leadership skills that enable them to be role models for other students in our classes. They also begin to comprehend how many career choices are available to them to assist them in refining their career goals.

SCHEDULE

The schedule for the conference is non-stop from early morning until very late at night each day culminating in a concert that features top ranked pieces that were selected by a professional panel of judges. Each day includes rehearsing, performing, attending feedback sessions, master classes, and panel discussions. There is also a membership meeting for all to see the administrative side of the academic world and the event. In addition, Faculty can attend all the above and be selected (through prior application) to teach master classes or panel discussions to further their own professional development.

VENUE AND TRAVEL ARRANGEMENTS

This is determined each year by the American College Dance Association with member institutions presenting proposals to host a regional event. The out of state regional conference we will be attending is at Texas Tech University in Lubbock, Texas. Travel arrangements are made by the South Orange County Community College District's travel agency.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Irvine Valley College: Grant Sub-Agreement, Rancho Santiago Community College District, Career and Technical Education Enhancement Fund

ACTION: Approval

BACKGROUND

Irvine Valley College (IVC) has received Career and Technical Education (CTE) Enhancement Funds from the California Community Colleges Chancellor's Office in the amount of \$173,262 via a grant sub-agreement between Rancho Santiago Community College District (RSCCD) and SOCCCD. Rancho Santiago Community College District serves as the fiscal agent for all colleges in the county receiving these funds. This sub-agreement will provide funds to develop, enhance, retool, and expand quality career technical education offerings that build upon IVC's existing capacity to respond to regional labor market needs and gaps. IVC has identified eligible programs and the faculty who will implement the courses and programs demanded by the labor market in the region.

STATUS

Irvine Valley College will provide programs that are identified as in-demand, supported by labor market data, and align programs and curriculum. The college will partner with business and industry to fulfill the industry match requirement of \$38,200. This sub-agreement of \$173,262 is effective for the period of January 1, 2015 through February 28, 2016. The grant abstract is in EXHIBIT A, and the grant sub-agreement is attached in EXHIBIT B.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Grant Sub-Agreement between Rancho Santiago Community College District and SOCCCD for CTE Enhancement Fund in the amount of \$173,262 for the term of January 1, 2015 to February 28, 2016.

Item Submitted By: *Dr. Glenn R. Roquemore, President*
Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
UNIT APPLYING: IRVINE VALLEY COLLEGE

- () GRANT APPLICATION ABSTRACT
- (X) GRANT ACCEPTANCE ABSTRACT
- () GRANT RENEWAL ACCEPTANCE ABSTRACT
- () REVISIONS TO ACCEPTANCE ABSTRACT

1. PROJECT TITLE: CTE Enhancement Funds (Local – 60%)
2. PROJECT DIRECTOR: Merry Kim
3. PROJECT ADMINISTRATOR: Corine Doughty
4. GRANTOR AGENCY: Rancho Santiago Community College District
5. FUNDING SOURCE: State Chancellor’s Office, CTE Enhancement Fund (14-187-006)
6. STARTING AND ENDING DATES OF THE PROJECT: 1/1/2015 thru 2/28/2016
7. EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):
This grant will provide funds to develop, enhance, retool, and expand quality career technical education offerings that build upon IVC’s existing capacity to respond to regional labor market needs and gaps. IVC has identified eligible programs and the faculty who will implement the courses and programs demanded by the labor market in the region.

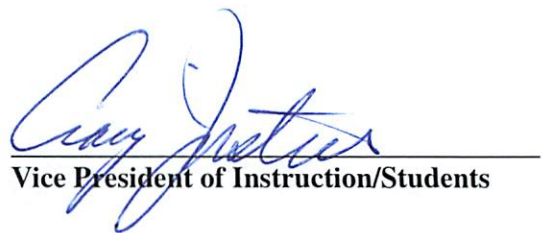
8. SUMMARY BUDGET

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$173,262.00	\$38,200.00	\$	\$211,462.00

9. APPROVALS



Division/School Dean



Vice President of Instruction/Students

DK 

President

Vice Chancellor, Technology & Lrng Serv

Chancellor

EXPENDITURES SUMMARY

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

	GRANT (Amount)	MATCHING* (In-Kind/Actual)	SOURCE OF MATCH (Partnership/College/Vendor)
1000 Certificated Salaries	\$ <u>7,174.00</u>	\$ _____	_____
2000 Classified Salaries	\$ <u>5,936.00</u>	\$ _____	_____
3000 Benefits	\$ <u>2,090.00</u>	\$ _____	_____
4000 Supplies	\$ <u>17,539.00</u>	\$ _____	_____
5000 Contracted Services and Other Expenses	\$ <u>6,300.00</u>	\$ <u>32,775.00</u>	<u>Business/Industry Partners</u>
6000 Capital Outlay	\$ <u>134,223.00</u>	\$ <u>5,425.00</u>	<u>Business/Industry Partners</u>
7000 Other Charges (e.g.: Indirect Costs)	\$ _____	\$ _____	_____
TOTALS	\$ <u>173,262.00</u>	\$ <u>38,200.00</u>	

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

PROJECT PERSONNEL (reflects the Expenditure Detail above)

<u>Positions</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>New</u>	<u>Existing</u>
1. Student Worker (NBU)	[]	[X]	[X]	[]
2. Faculty	[X]	[X]	[]	[X]
3.	[]	[]	[]	[]

PARTNERSHIPS (if applicable)

Partnership Name/Location _____

•Retail	•Technology	•Real Estate Public	•Public: City, Education, Municipalities
•Hospitality	•Health Care	•Manufacturing	•Charitable Non-Profit •Financial

Partnership Name/Location _____

•Retail	•Technology	•Real Estate Public	•Public: City, Education, Municipalities
•Hospitality	•Health Care	•Manufacturing	•Charitable Non-Profit •Financial

**Grant Sub-Agreement between
Rancho Santiago Community College District
and
South Orange County Community College District**

This grant agreement (hereinafter "Agreement") is entered into on this 23 day of February 2015, between Rancho Santiago Community College District (hereinafter "RSCCD") and South Orange County Community College District on behalf of *Irvine Valley College* (hereinafter "SUBCONTRACTOR"). RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD is the Fiscal Agent for the Career Technical Education Enhancement Fund (Grant No. 14-187-006) (hereinafter "Grant") from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), and the purpose of the Grant is to develop, enhance, retool and expand quality Career Technical Education offerings that build upon existing community college regional capacity to respond to regional labor market needs;

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of this Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE RSCCD and SUBCONTRACTOR do covenant and agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to perform the work described in the Certified Application (Scope of Work), *Exhibit A*, which by reference is incorporated into this Agreement.

2. Period of Performance

The period of performance for this Agreement shall be from January 1, 2015 through February 28, 2016.

3. Total Cost

The total cost to RSCCD for the performance of this Agreement shall not exceed \$173,262 USD.

4. Budget and Budget Changes

- (a) Budget. SUBCONTRACTOR agrees that the expenditures of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*), and SB 852, which by this reference is incorporated herein and made a part hereof as if fully set forth.
- (b) Budget Changes. SUBCONTRACTOR must submit a budget revision request to RSCCD if expenditures are planned for a cost category (i.e., object code – 1000s, 2000s, etc.) that was

not submitted in the Certified Application, or if the change would impact project outcomes or objectives identified in the Certified Application.

5. Payments and Invoicing

- (a) **Payments.** The SUBCONTRACTOR may submit an invoice for an advance payment of 40%. Thereafter, all payments will occur upon receipt of SUBCONTRACTOR's invoice by RSCCD. RSCCD shall make payments to the SUBCONTRACTOR up to but no more than the total cost described under Article I.3. "Total Cost."
- (b) **Invoicing.** Invoices must be itemized, include the Agreement number (refer to footer), and include back-up documentation for expenditures submitted for payment (refer to Invoice Template, *Exhibit B*). Final payment is contingent upon submission and approval of Final Report (see 5.b). SUBCONTRACTOR shall submit invoices at least quarterly, on or before the 15th day of each quarter. Submit invoices to the following address:

**ATTN: Sarah Santoyo, Director of Grants
Rancho Santiago Community College District
2323 North Broadway, Ste. 330
Santa Ana, CA 92706**

6. Reporting

- (a) **Progress Reports.** SUBCONTRACTOR agrees to submit quarterly progress reports (*Exhibit C*), in reference to the Scope of Work (*Exhibit A*) included in this Agreement. Reports are due on a quarterly basis as follows: March 15th, June 15th, September 15th, and December 15th. If the report due date falls on a weekend or holiday, the report will be due the day before the due dates listed above.
- (b) **Final Report.** SUBCONTRACTOR agrees to submit an annual expenditure report and an end-of-year project report summarizing completion of the project consistent with the SUBCONTRACTOR's Scope of Work, *Exhibit A*. The final report is due **March 15, 2016**.

7. Expenditure of Grant Funds.

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

8. Modifications

The Parties hereto agree that program components and service levels detailed in the Scope of Work (*Exhibit A*) may be modified so long as the Total Cost under this Agreement is not increased, the objectives of the project are not significantly altered, and no cost categories are added. However, colleges will need to submit a modification request to RSCCD for any changes that would represent a significant deviation from the Certified Application or Scope of Work (*Exhibit A*), thereby impacting objectives of the project, or that would add cost categories not included in the Scope of Work.

9. Time Extensions.

No time extensions will be allowed.

10. Sub-Contract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No sub-contract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all sub-contracts for services and contracted staff are procured in a manner consistent with SUBCONTRACTOR's policies. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

11. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

12. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any sub-contract related to performance of this Agreement.

13. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying Party or any of its agents or employees.

14. Termination

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination and RSCCD shall reimburse SUBCONTRACTOR for

Agreement between RSCCD and South Orange County Community College District

costs incurred up to the termination date. Notice shall be deemed served on the date of receipt by the SUBCONTRACTOR; with receipt determined by certified mail delivery confirmation. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

15. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

16. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

Rancho Santiago Community College District

Attn: Sarah Santoyo, Director of Grants
Rancho Santiago CCD
2323 North Broadway, Ste. 330
Santa Ana, CA 92706
(714) 480-7466, santoyo_sarah@rsccd.edu

Attn: Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services
Rancho Santiago CCD
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

Agreement between RSCCD and South Orange County Community College District

SUBCONTRACTOR NAME: South Orange County Community College District

Primary Point of Contact
Name: Corine Doughty
Title: Dean of Instruction, Economic & Workforce Dev.
Address: 15445 Lansdowne Road, Tustin, CA 92782
Phone: (949) 282-2730
Email: cdoughty@ivc.edu

Fiscal/Administrative Point of Contact
Name: Debra L. Fitzsimons
Title: Vice Chancellor, Business Services
Address: 28000 Marguerite Parkway, Mission Viejo, CA 92692
Phone: (949) 582-4664
Email: dfitzsimons@socccd.edu

17. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

18. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This project will be implemented in accordance with SB 852, Chapter 25, Item 18 (*Exhibit D*), and the California Community Colleges Chancellor's Office, Articles I and Article II Standard Terms and Conditions (Revision 11/19/2012) (*Exhibit E*), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

Agreement between RSCCD and South Orange County Community College District

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of this 12th day of January, 2015.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR: *South Orange County Community College District*

By: 

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: Debra L. Fitzsimons
Vice Chancellor of Business Services

Title: Business Operations/Fiscal Services

Title: _____

Date: 1/12/15

Date: _____

EIN: _____

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: January 12, 2015

Agreement between RSCCD and South Orange County Community College District

EXHIBIT A - Certified Application - Subcontractor's Scope of Work is attached.

All other exhibits in this sub-agreement are available for review in the College Grants Office

LIST OF EXHIBITS

- Exhibit A Certified Application - Subcontractor's Scope of Work
- Exhibit B Invoice Template and Instructions
- Exhibit C Progress Report Template
- Exhibit D SB 852 – relevant section
- Exhibit E Chancellor's Office Workforce and Economic Development Articles I and II

CTE Enhancement Fund Local Share Grant Application

College: Irvine Valley College

Date: Thu Feb 12 2015

Application History

February 11, 2015 4:58:24 PM PST, Program Area Submitted,
Product Design & Development, Merry Kim, mkim209@ivc.edu

February 11, 2015 4:58:00 PM PST, Program Area Submitted,
Computer Information Systems, Merry Kim, mkim209@ivc.edu

February 11, 2015 4:57:33 PM PST, Program Area Submitted,
Biotechnology, Merry Kim, mkim209@ivc.edu

February 11, 2015 4:57:04 PM PST, Program Area Submitted,
Electrical Technology, Merry Kim, mkim209@ivc.edu

February 11, 2015 4:56:29 PM PST, Program Area Submitted,
Global Trade & Logistics: Focus on Compliance and Regulations, Merry Kim,
mkim209@ivc.edu

December 1, 2014 4:28:33 PM PST, Application Certified,
Glenn R. Roquemore, President, groquemore@ivc.edu

Program Area: Global Trade & Logistics: Focus on Compliance and Regulations

Primary Top Code: 0508.00 International Business and Trade

Estimated Graduates per Year from this Program Area: 0

Anticipated Additional Graduates Resulting from this Grant: 18

Primary Job Title:

13-1041 - Compliance Officers

Median Hourly Wage: \$31.33

Labor Market Region Targeted by Program: Orange County

Median Hourly Wage: \$31.33

Average Openings for Labor Market to be Served: 652

Total Supply All Sources: 0

Annual Net Demand (Openings - Supply, Should be positive): 620

Primary Contact: June McLaughlin

Allocation for this program area: \$8,000

Program Area: Electrical Technology

Primary Top Code: 0952.20 Electrical
Estimated Graduates per Year from this Program Area: 13
Anticipated Additional Graduates Resulting from this Grant: 10
Primary Job Title:
47-2111 Electricians
Median Hourly Wage: \$24.95
Labor Market Region Targeted by Program: Orange County
Median Hourly Wage: \$24.95
Average Openings for Labor Market to be Served: 468
Total Supply All Sources: 352
Annual Net Demand (Openings - Supply, Should be positive): 116
Primary Contact: Robert Chaboya
Allocation for this program area: \$33,000

Program Area: Biotechnology

Primary Top Code: 0430.00 Biotechnology and Biomedical Technology
Estimated Graduates per Year from this Program Area: 0
Anticipated Additional Graduates Resulting from this Grant: 18
Primary Job Title:
19-4021 - Biological Technicians
Median Hourly Wage: \$20.84
Labor Market Region Targeted by Program: Orange County
Median Hourly Wage: \$20.84
Average Openings for Labor Market to be Served: 198
Total Supply All Sources: 65
Annual Net Demand (Openings - Supply, Should be positive): 133
Primary Contact: Emalee MacKenzie
Allocation for this program area: \$81,898

Program Area: Computer Information Systems

Primary Top Code: 0702.00 Computer Information Systems
Estimated Graduates per Year from this Program Area: 38
Anticipated Additional Graduates Resulting from this Grant: 20
Primary Job Title:
15-1152 Computer Network Support Specialists
Median Hourly Wage: \$32.00
Labor Market Region Targeted by Program: Local County; Orange County; Entire State
Median Hourly Wage: \$32.00
Average Openings for Labor Market to be Served: 450
Total Supply All Sources: 169
Annual Net Demand (Openings - Supply, Should be positive): 281
Primary Contact: Roopa Mathur

Allocation for this program area: \$39,000

Program Area: Product Design & Development

Primary Top Code: 0956.00 Manufacturing and Industrial Technology

Estimated Graduates per Year from this Program Area: 13

Anticipated Additional Graduates Resulting from this Grant: 10

Primary Job Title:

17-3026 Industrial Engineering Technicians

Median Hourly Wage: \$29.87

Labor Market Region Targeted by Program: Orange County

Median Hourly Wage: \$29.87

Average Openings for Labor Market to be Served: 127

Total Supply All Sources: 110

Annual Net Demand (Openings - Supply, Should be positive): 17

Primary Contact: mkim209@ivc.edu

Allocation for this program area: \$11,364

Total Allocation: \$173,262

CTE Enhancement Fund Program Area Application

Program Area: Global Trade & Logistics: Focus on Compliance and Regulations

College

Irvine Valley College

Region

Los Angeles/Orange County

Name of person filling out this form

Merry Kim

Email address of person filling out this form

mkim209@ivc.edu

Primary contact for this program area

June McLaughlin

Email for primary contact for this program area

jmclaughlin12@ivc.edu

Phone number for primary contact for this program area

949 451 5378

Primary TOP Code for Program Area

0508.00 International Business and Trade

1.b Secondary TOP Code for Program Area

0506.40 Small Business and Entrepreneurship

2. Provide a name for this program area

Global Trade & Logistics: Focus on Compliance and Regulations

3. Proposed Expenditures

\$8,000 - Books, software, advisory committee meeting organization, professional development and curriculum development

4. Graduates per Year

0

5. Additional Graduates per Year

18

6. Is this expenditure in one of your region's priority or emergent industry sectors?

Global Trade and Logistics

7. If this program is not in one of your region's emergent or priority sectors, what is the basis for targeting it for investment?

NA

8. Are you currently collaborating with other colleges in this program area to serve a regional labor market?

No, but interested in collaborating with other programs

9.a Primary SOC Code and Job Title

13-1041 - Compliance Officers

9.b SOC Code and Job Title

13-1051 - Cost Estimators

9.c SOC Code and Job Title

13-1081 - Logisticians

9.d SOC Code and Job Title

13-1199 - Business Operations Specialists, all other

9.e SOC Code and Job Title

43-5011 - Cargo & Freight Agents

10. Geographic area to be served

Orange County

1. In 2013, how many people are employed in the job titles and the region you are serving

20,356

2. How many people are projected to be employed in 2016

21,206

3. Projected average annual openings over 2013-2016

652

4. Average starting hourly wage

\$19.88

5. Median hourly wage

\$31.33

6. Average annual supply from community colleges for the regions and occupations specified

32

7. Average annual total supply from all sources

0

8. Annual Net Demand

620

9. Sources of above labor market information

LA/OC LMI data provided by the Center of Excellence
Centers of Excellence report

10. Other labor market information that informed this investment

Orange County Business Council Workforce Development Indicator 2014

Information from Irvine Chamber of Commerce

Information from Global Trade & Logistics Deputy Sector Navigator, OC

Various journals and business publications

11. Regional Alignment

In Orange County, there are five colleges that are currently offering programs in Global Trade and Logistics: Santa Ana, Orange Coast College, Fullerton, Saddleback and Golden West Colleges. Our plan is to connect with these colleges and to work closely with them in our exploration and development phase of this program. The OC's Global Trade and Logistics Deputy Sector Navigator will be one of our key partners.

12. Articulation

N/A

13. Industry Match

NA - In-Kind Donation by Industry: advisement, consultation and time in meetings

14. Impact on students

First, LA/OC region is the home to 12,700 supply chain related establishments and employs about 800,000 workers (source: CA Center for Trade Development). Second, according to the Orange County Business Council's annual Workforce Indicators Report 2014, on average, the salary of professionals in Global Trade and Logistics is at least \$19,000 above the overall average Orange County wage. Third, given the number of international companies, law firms, and global trade activities, our proposed emphasis on Global Trade Compliance & Regulations

from legal perspective will provide students with opportunities to prepare for high-demand, high-wage, and high-growth jobs - not to mention, focusing on a specialty niche area of regulations and compliance. This will positively impact students and their readiness for one of Orange County priority and emergent sectors. The companies in the region will also benefit from a pipeline of well-trained students.

15. Momentum points

LI 1. Alignment of skillsets within a program (or set of courses) to a particular occupation and the needs of the labor market

LI 3. Alignment of a certificate with state-, industry-, nationally-, and/or employer-recognized certification

16. Categories of Expenditure

Equipment

Curriculum Development

Professional Development

Regional marketing of multi-college programs
community relations

2000

\$2,226

2000 Detail

Stipend for curriculum development

3000

\$474

3000 Detail

PERS, OASDI, Medicare, H/W

5000

\$1,800

5000 Detail

\$1500 - conference/travel/professional development

\$ 300 - community relations

6000

\$3,500

6000 Detail

\$3500 - software

Total Budget for Program Area

\$8,000

CTE Enhancement Fund Program Area Application

Program Area: Electrical Technology

College

Irvine Valley College

Region

Los Angeles/Orange County

Name of person filling out this form

Merry Kim

Email address of person filling out this form

mkim209@ivc.edu

Primary contact for this program area

Robert Chaboya

Email for primary contact for this program area

rchaboya@ivc.edu

Phone number for primary contact for this program area

949-451-5767

Primary TOP Code for Program Area

0952.20 Electrical

1.b Secondary TOP Code for Program Area

0934.00 Electronics and Electric Technology

1.c Secondary TOP Code for Program Area

...

1.d Secondary TOP Code for Program Area

...

1.e Secondary TOP Code for Program Area

...

2. Provide a name for this program area

Electrical Technology

3. Proposed Expenditures

Supplies - \$13,000
Equipment- \$15,000
Software - \$5,000

4. Graduates per Year

13

5. Additional Graduates per Year

10

6. Is this expenditure in one of your region's priority or emergent industry sectors?

Energy (Efficiency) & Utilities

7. If this program is not in one of your region's emergent or priority sectors, what is the basis for targeting it for investment?

N/A

8. Are you currently collaborating with other colleges in this program area to serve a regional labor market?

Yes

9.a Primary SOC Code and Job Title

47-2111 Electricians

9.b SOC Code and Job Title

17-3023 Electrical and Electronics Engineering Technicians

9.c SOC Code and Job Title

47-3013 Helpers - Electricians

9.d SOC Code and Job Title

49-2094 Electrical & Electronics Repairer, Commercial

10. Geographic area to be served

Orange County

1. In 2013, how many people are employed in the job titles and the region you are serving

9,170

2. How many people are projected to be employed in 2016

9,976

3. Projected average annual openings over 2013-2016

468

4. Average starting hourly wage

\$16.82

5. Median hourly wage

\$24.95

6. Average annual supply from community colleges for the regions and occupations specified

134

7. Average annual total supply from all sources

352

8. Annual Net Demand

116

9. Sources of above labor market information

EDD/Los Angeles-Orange County LMI
Centers of Excellence reports
Advisory Committees

10. Other labor market information that informed this investment

Orange County Business Council/WIB Reports
Deputy Sector Navigator - Energy Efficiency
Various journals

11. Regional Alignment

Through the efforts of the Deputy Sector Navigator and Sector Navigator for the Energy Efficiency, contacts and connections have been made with colleges in the Orange County. Efforts are underway to align curriculum to current industry standards, new regulations, and with similar programs in the region - as well as to forge closer relationships with professional associations.

12. Articulation

N/A

13. Industry Match

N/A- In-Kind donation from industry: equipment, consultations, advisement, time in meetings, etc.

14. Impact on students

With the Enhancement Grant funds, lighting controls, software and equipment will be purchased to train, educate, up-skill incumbent workers - as well as creating pathways in Energy Efficiency. The new Title 24 Energy code will require dimming features on lights and more efficient lighting controls to measurably reduce energy usage in California. Students will benefit from training on up-to-date lighting controls and technology. Through proper installation practices, advanced lighting controls have the potential to improve energy efficiency in commercial facilities across California and help achieve significant energy savings. Further, as the current workforce is expected to dwindle and shrink in the next few years, preparing a skilled workforce to replenish the shortage in qualified labor pool is essential for the economy.

15. Momentum points

LI 1. Alignment of skillsets within a program (or set of courses) to a particular occupation and the needs of the labor market

LI 3. Alignment of a certificate with state-, industry-, nationally-, and/or employer-recognized certification

16. Categories of Expenditure

Equipment

Supplies

4000

\$13,000

4000 Detail

LED Light Fixtures

6000

\$20,000

6000 Detail

\$5,000 - Software

\$15,000 - Lighting Equipment

Total Budget for Program Area

\$33,000

CTE Enhancement Fund Program Area Application

Program Area: Biotechnology

College

Irvine Valley College

Region

Los Angeles/Orange County

Name of person filling out this form

Merry Kim

Email address of person filling out this form

mkim209@ivc.edu

Primary contact for this program area

Emalee MacKenzie

Email for primary contact for this program area

emackenzie@ivc.edu

Phone number for primary contact for this program area

(949)451-5211

Primary TOP Code for Program Area

0430.00 Biotechnology and Biomedical Technology

2. Provide a name for this program area

Biotechnology

3. Proposed Expenditures

Equipment - \$75,398

Tech support for lab set-up - \$6,500

4. Graduates per Year

0

5. Additional Graduates per Year

18

6. Is this expenditure in one of your region's priority or emergent industry sectors?

Life Sciences/Bio-Technology

7. If this program is not in one of your region's emergent or priority sectors, what is the basis for targeting it for investment?

N/A

8. Are you currently collaborating with other colleges in this program area to serve a regional labor market?

Yes

9.a Primary SOC Code and Job Title

19-4021 - Biological Technicians

9.b SOC Code and Job Title

19-4031 - Chemical Technicians

9.c SOC Code and Job Title

51-9011 - Chemical equipment operators and tenders

9.d SOC Code and Job Title

51-9082-Medical Appliance Technicians

10. Geographic area to be served

Orange County

1. In 2013, how many people are employed in the job titles and the region you are serving

3,129

2. How many people are projected to be employed in 2016

3,344

3. Projected average annual openings over 2013-2016

198

4. Average starting hourly wage

\$13.48

5. Median hourly wage

\$20.84

6. Average annual supply from community colleges for the regions and occupations specified

4

7. Average annual total supply from all sources

65

8. Annual Net Demand

133

9. Sources of above labor market information

Center of Excellence provided LA/OC LMI Data
Statewide Biotech Initiative (Pasadena and Mission Bay)
Economic Modeling Systems Inc. (EMSI) by IVC's Dr. Craig Hayward

10. Other labor market information that informed this investment

Centers of Excellence Reports on Biotechnology
Orange County Business Council Workforce Indicators Report 2014

11. Regional Alignment

This is a proposal to develop a new program at Irvine Valley College and is in support of the Biotech Regional Alignment Project for Orange County guided by the Biotechnology Sector Navigator. Faculty members at Irvine Valley, Santiago Canyon, Fullerton and Santa Ana Community Colleges have formed a regional consortium to develop a biotechnology technician training program and have collaborated to build curriculum for core courses that are equivalent and offered at each campus. Each campus will also have a unique specialty. Together, the college partners plan to address the workforce development needs of the Orange County's biotechnology sector.

12. Articulation

Biotechnology is one of Orange County's priority/emergent sectors. Outreach efforts regarding articulation programs with UCI, CSU Long Beach, Beckman High and University High Schools have been made and well received. An advisory meeting comprised of local partners has been scheduled to be held in January 2015.

13. Industry Match

N/A

14. Impact on students

The goal of this program is to produce competitive entry-level job ready bio-technicians skilled in common laboratory protocols, policies and regulations and to address the existing shortage of trained individuals on an annual basis.

Students will have the opportunity to train in a state-of-the-art biotechnology lab, learn to utilize the latest equipment, and benefit from cutting-edge curriculum. They will be prepared to take

advantage of job and career opportunities available in Orange County, one of the biotechnology/ biomedical capitals of the world. The regional economy and local companies will also benefit from a pipeline of well trained workers.

15. Momentum points

LI 1. Alignment of skillsets within a program (or set of courses) to a particular occupation and the needs of the labor market

LI 2. Regionalization of stackable certificates aligned with a particular occupation ladder

16. Categories of Expenditure

Equipment

Lab Technician Wage & Supplies

2000

\$5,936

2000 Detail

Wage for lab technician who will assist in the lab set-up (10 hours a week for 40 weeks)

3000

\$564

3000 Detail

PERS, OASDI, Medicare, H/W, Unemployment, WComp

4000

\$3,675

4000 Detail

Media Dyes and Reagents

CO2 Regulator and tanks for incubators

6000

\$71,723

6000 Detail

Zoe Fluorescent Cell Imager

Cell Counter

Liquid Nitrogen storage system

Biosafety cabinet

Spectrophotometer

Total Budget for Program Area

\$81,898

CTE Enhancement Fund Program Area Application

Program Area: Computer Information Systems

College

Irvine Valley College

Region

Los Angeles/Orange County

Name of person filling out this form

Merry Kim

Email address of person filling out this form

mkim209@ivc.edu

Primary contact for this program area

Roopa Mathur

Email for primary contact for this program area

rmathur0@ivc.edu

Phone number for primary contact for this program area

949-451-5244

Primary TOP Code for Program Area

0702.00 Computer Information Systems

1.b Secondary TOP Code for Program Area

0708.10 Computer Networking

1.c Secondary TOP Code for Program Area

0708.00 Computer Infrastructure and Support

1.d Secondary TOP Code for Program Area

0709.00 World Wide Web Administration

1.e Secondary TOP Code for Program Area

...

2. Provide a name for this program area

Computer Information Systems

3. Proposed Expenditures

Equipment \$39,000 (Pods and Servers)

4. Graduates per Year

38

5. Additional Graduates per Year

20

6. Is this expenditure in one of your region's priority or emergent industry sectors?

ICT/Digital Media

7. If this program is not in one of your region's emergent or priority sectors, what is the basis for targeting it for investment?

N/A

8. Are you currently collaborating with other colleges in this program area to serve a regional labor market?

Yes

9.a Primary SOC Code and Job Title

15-1152 Computer Network Support Specialists

9.b SOC Code and Job Title

15-1199 Computer Occupations, All Other

9.c SOC Code and Job Title

15-1141 Database Administrators

9.d SOC Code and Job Title

15-1134 Web Developers

9.e SOC Code and Job Title

15-1151 Computer User Support Specialist

10. Geographic area to be served

Local County

Orange County

Entire State

1. In 2013, how many people are employed in the job titles and the region you are serving

14,247

2. How many people are projected to be employed in 2016

14,862

3. Projected average annual openings over 2013-2016

450

4. Average starting hourly wage

\$17.83

5. Median hourly wage

\$32.00

6. Average annual supply from community colleges for the regions and occupations specified

76

7. Average annual total supply from all sources

169

8. Annual Net Demand

281

9. Sources of above labor market information

LA/OC LMI provided by the Center of Excellence

EDD

Center of Excellence Reports

10. Other labor market information that informed this investment

Orange County Business Council Workforce Indicator 2014

Deputy Sector Navigator - ICT/Digital Media - Orange County

Various journals

11. Regional Alignment

This program enhancement is a result of a regional collaboration with Coastline and Cypress Colleges and guidance by the Orange County ICT/DM Deputy Sector Navigator. Through a collaborative effort, the three colleges were awarded NetLab+ grant. The Consortium will pilot the sharing of resources, expertise, training and support between the three colleges to develop a model that could be expanded to include other colleges and high schools. Coastline Community College will host staff development opportunities for faculty and technicians. The CTE Enhancement funding for IVC's CIM program will make it possible to purchase NetLab pods and servers. Collectively, the colleges will be able to provide students with an enhanced

training experience utilizing cutting-edge technology - as well as better addressing the workforce pipeline demands of the regional economy.

12. Articulation

N/A

13. Industry Match

N/A

14. Impact on students

The impact on students and the labor market will be as follows:

- increase student success in program completion to meet the program outcome
- provide students with hands-on experience with the hardware and enhanced preparation for obtaining employment in the IT industry
- provide an opportunity for regional alignment and updating of CIM curricula and programs to keep ahead of the latest technology trends and meeting the industry and local workforce development needs

15. Momentum points

LI 1. Alignment of skillsets within a program (or set of courses) to a particular occupation and the needs of the labor market

LI 3. Alignment of a certificate with state-, industry-, nationally-, and/or employer-recognized certification

16. Categories of Expenditure

Equipment

6000

\$39,000

6000 Detail

24,000 - NetLab Pods (12)

15,000 - Servers (3)

Total Budget for Program Area

\$39,000

CTE Enhancement Fund Program Area Application

Program Area: Product Design & Development

College

Irvine Valley College

Region

Los Angeles/Orange County

Name of person filling out this form

Merry Kim

Email address of person filling out this form

mkim209@ivc.edu

Primary contact for this program area

mkim209@ivc.edu

Email for primary contact for this program area

bmckim@ivc.edu

Phone number for primary contact for this program area

949-282-2722

Primary TOP Code for Program Area

0956.00 Manufacturing and Industrial Technology

1.b Secondary TOP Code for Program Area

0956.00 Manufacturing and Industrial Technology

1.c Secondary TOP Code for Program Area

0953.00 Drafting Technology

1.d Secondary TOP Code for Program Area

...

1.e Secondary TOP Code for Program Area

...

2. Provide a name for this program area

Product Design & Development

3. Proposed Expenditures

Faculty Stipends
Professional Development/Curriculum Development

4. Graduates per Year

13

5. Additional Graduates per Year

10

6. Is this expenditure in one of your region's priority or emergent industry sectors?

Advanced Manufacturing

7. If this program is not in one of your region's emergent or priority sectors, what is the basis for targeting it for investment?

N/A

8. Are you currently collaborating with other colleges in this program area to serve a regional labor market?

Yes

9.a Primary SOC Code and Job Title

17-3026 Industrial Engineering Technicians

9.b SOC Code and Job Title

17-3013 Mechanical Drafters

9.c SOC Code and Job Title

17-3019 Drafters, all other

9.d SOC Code and Job Title

17-2112 Industrial Engineers

10. Geographic area to be served

Orange County

1. In 2013, how many people are employed in the job titles and the region you are serving

3,765

2. How many people are projected to be employed in 2016

3,836

3. Projected average annual openings over 2013-2016

127

4. Average starting hourly wage

\$19.92

5. Median hourly wage

\$29.87

6. Average annual supply from community colleges for the regions and occupations specified

45

7. Average annual total supply from all sources

110

8. Annual Net Demand

17

9. Sources of above labor market information

EDD

Center of Excellence reports

Advisory Committee

LA-OC LMI

10. Other labor market information that informed this investment

Various journal articles

3D publications

University of California, Irvine Rapid Tech Center

11. Regional Alignment

Through the local regional efforts such as the CTEoc (Career Technical Education Orange County), a collaborative of K-14 educators, Orange County has developed a regional competition in 3D Design/Rapid Product Development titled OC Makers. Further, the county holds a regional advisory committee meeting for K-14 and professional learning community meetings on this industry sector. These efforts brought the faculty from K-14 together and connections have been made and facilitates sharing of resources, curricula and teaching strategies to help students succeed. Through further refinement of curricula and alignment, it is our plan to meet continually better meet the regional workforce development needs by providing faculty externship opportunities.

12. Articulation

N/A

13. Industry Match

N/A

14. Impact on students

Through the Enhancement Grant, the faculty will identify one or more opportunities to spend 20 hours over a 3--day period working with an industrial product design team that includes first-line team leaders, experienced designers, topic experts and relatively new hires. Through the faculty externships at these companies, the faculty will interview each member of the industry team to understand critical workplace skills and will obtain information on hiring and promotion criteria in the context of the career paths of the workers they observe. Students will benefit from the latest knowledge on the technology utilized by the industry, its hiring needs and practices. Further, teachers will upgrade and "upskill" their curricula based upon their teacher externship experience.

15. Momentum points

LI 1. Alignment of skillsets within a program (or set of courses) to a particular occupation and the needs of the labor market

MP 27. Participated in a college internship or workplace learning program within a CTE pathway

16. Categories of Expenditure

Professional Development

Supplies and Materials

2000

\$7,000

2000 Detail

\$7,000 - Faculty Stipends for externships

3000

\$1,491

3000 Detail

PERS, OASDI, Medicare, H/W

4000

\$864

4000 Detail

\$500 Project Supplies - Instructional

\$364 Project Supplies - Non-Instructional

5000

\$2,009

5000 Detail

\$300 - Conference/Travel

\$200 - Community Relations

\$1509 - Externship participants such as high school and community college faculty.

Total Budget for Program Area

\$11,364

CTE Enhancement Fund College Contacts

Name of your college

Irvine Valley College

Name of your district

South Orange County CCD

Region you belong to

Los Angeles/Orange County

Name of your College President or Designee

Glenn R. Roquemore

Title of your College President or Designee

President

Email address of your College President or Designee

groquemore@ivc.edu

Phone number of your College President or Designee

(949) 451-5210

Name of your CEO/College President or Designee's Assistant

Sandy Jeffries

Email address of your College President or Designee's Assistant

sjeffries@ivc.edu

Name of your College Chief Instructional Officer/Vice President of Instruction

Craig Justice

Title of your College Chief Instructional Officer/Vice President of Instruction

Vice President Instruction

Email address of your Chief Instructional Officer/Vice President of Instruction

cjustice@ivc.edu

Phone number of your Chief Instructional Officer/Vice President of Instruction

(949) 451-5577

Name of the Primary Contact

Corine Doughty

Title of the Primary Contact

Dean, Instruction, Economic & Workforce Development

Email address for the Primary Contact

cdoughty@ivc.edu

Phone Number for the Primary Contact
949.282.2730

Name of the Person Responsible for Data Entry
Merry Kim

Title of the Person Responsible for Data Entry
Director, Career Technical Education

Email Address for the Person Responsible for Data Entry
mkim209@ivc.edu

Phone Number for the Person Responsible for Data Entry
(949) 282-2724

Name of the Chief Business Officer or Designee
Debra Fitzsimmons

Title of the CBO/Designee
Vice Chancellor, Business Services, Administrative

Email address for the CBO or Designee
dfitzsimmons@socccd.edu

Phone Number for CBO or Designee
(949) 582-4664

Name of the person responsible for budget certification
Cyndi Staggs

Title of Person Responsible for Budget Certification
Senior Accounting Specialist

Email address for person responsible for budget certification
cstaggs@socccd.edu

Phone number for person responsible for budget certification
(949)582-4830

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 15-04 to Amend FY 2014-2015 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 2014-2015 Adopted Budget.

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

General Fund

Disabled Student Programs & Services at Saddleback College	\$544,691
California Career Pathways Trust at Irvine Valley College	\$500,000
NSF iUSE at Irvine Valley College	\$151,564
Faculty Entrepreneurship at Saddleback College	\$5,000
Career Technical Education Transitions at Saddleback College	\$2

Total Increase to the General Fund	<u><u>\$1,201,257</u></u>
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Total Budget Amendment	<u><u>\$1,201,257</u></u>
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RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 15-04 to amend the FY 2014-2015 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION 15-04

February 23, 2015

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$1,201,257 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Title 5 of the California Code of Regulations, Section 58308;

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

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

General Fund

<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
8100	Federal Revenue	\$151,566
8600	State Revenue	\$1,049,691
		<u>\$1,201,257</u>

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
1000	Academic Salaries	\$248,255
2000	Classified Salaries	\$312,264
3000	Fringe Benefits	\$55,581
4000	Books and Supplies	\$72,558
5000	Other Operating Expenses and Services	\$411,126
6000	Capital Outlay	\$83,473
7000	Other Outgoing	\$18,000
		<u>\$1,201,257</u>

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Extension of Agreement, Amendment No. 1: Office Supplies Contract, Office Max Solutions

ACTION: Approval

BACKGROUND

In 1992 the District replaced the in house stock of office supplies with a stockless system contracted with an outside supplier that guarantees next day delivery.

On February 27, 2012, the Board of Trustees awarded Bid No 294D for a three year contract with an option to extend the Agreement for two additional one-year periods.

STATUS

Staff recommends approval of Amendment No. 1 (EXHIBIT A) to extend the agreement with Office Max Solutions for the first of the two one-year periods beginning March 27, 2015 and ending March 26, 2016.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 1 (EXHIBIT A) with Office Max Solutions for an additional year beginning March 27, 2015 thru March 26, 2016.

**AMENDMENT NO. 1
TO THE DISTRICT OFFICE SUPPLIES CONTRACT**

February 23, 2015

THIS AMENDMENT shall modify the original agreement dated March 27, 2012, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Office Max Solutions, 7300 Chapman Avenue, Garden Grove, CA. 92841, hereinafter referred to as "VENDOR".

WHEREAS, Article 19, item b. of the original agreement provides that the terms, rates, and provisions of said agreement may be amended by mutual consent of the parties by written modification only; and

WHEREAS, Article 10 of the original agreement provides for an option for renewal, under the same terms and conditions, for two additional one-year periods; and

WHEREAS, the DISTRICT and the VENDOR agree to renew the Agreement for the first of the two one-year extensions;

NOW, THEREFORE, the parties agree as follows:

1. TERM.

The term of the agreement is hereby extended from March 27, 2015 to March 26, 2016, under the same terms and conditions of the original agreement.

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

"DISTRICT"

South Orange County Community College District

"VENDOR"

Office Max Solutions

By: _____

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

By: _____

Signature

Printed Name

Title

Date: _____

Date: _____

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
February 23, 2015

IRVINE VALLEY COLLEGE

Gift	Donated By:
Lab equipment	Susan Rico
Toys and gift cards	Gwendoline Shu-hsien Chien
Barry Miller	Plasma TV

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

BACKGROUND

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

STATUS

Checks No. 189011 through 189881 processed through the Orange County Department of Education, totaling \$7,834,945.55; and Checks No. 011350 through 011361 processed through Saddleback College Community Education, totaling \$28,432.95; and Checks No. 009352 through 009356, processed through Irvine Valley College Community Education, totaling \$1,180.47 are submitted for the approval of the Board of Trustees.

RECOMMENDATION

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

Checks Dated 01/07/2015 through 02/02/2015

Check Number	Check Date	Pay to the Order of	Check Amount
189011	01/07/2015	AMERICAN EXPRESS TRAVEL RELATED SERVICES CO INC	3,863.20
189012	01/07/2015	AT & T	27.84
189013	01/07/2015	SHERRI J. BANES	15.53
189014	01/07/2015	BEARCOM	1,052.73
189015	01/07/2015	BONE CLONES, INC.	9,117.17
189016	01/07/2015	BOUNDLESS NETWORK	181.06
189017	01/07/2015	BROADCAST MUSIC, INC.	9,253.54
189018	01/07/2015	BUDDY'S ALL STARS	48.88
189019	01/07/2015	JASON CONWAY	500.00
189020	01/07/2015	SAMUEL FRENCH	22.12
		Unpaid Sales Tax	1.51
		Expensed Amount	23.63
189021	01/07/2015	BRUCE GILMAN	383.60
189022	01/07/2015	GRACE TRAINING SUPPLY	18,052.40
		Unpaid Sales Tax	1,364.00
		Expensed Amount	19,416.40
189023	01/07/2015	GRANICUS, INC.	1,075.00
189024	01/07/2015	FRANCES HAWKINS	460.20
189025	01/07/2015	DR. CRAIG JUSTICE	1,359.02
189026	01/07/2015	MERRY L. KIM	1,552.34
189027	01/07/2015	MARIA NUNEZ	30.24
189028	01/07/2015	ANGELA OROZCO-MAHANEY	72.90
189029	01/07/2015	POWER MUSIC, INC	152.05
		Unpaid Sales Tax	11.02
		Expensed Amount	163.07
189030	01/07/2015	PRENDERGAST, T. J.	147.98
189031	01/07/2015	CCC EOPS REGION VIII C/O FULLERTON COLLEGE	1,000.00
189032	01/07/2015	SEHI COMPUTER PRODUCTS, INC.	156.75
189033	01/07/2015	SHOP ANATOMICAL INC	50.48
189034	01/07/2015	SIMS TREE HEALTH SPEC., INC.	139.00
189035	01/07/2015	PENNY SKAFF	495.00
189036	01/07/2015	SYSCO RIVERSIDE INC	20.11
189037	01/07/2015	VERIZON	58.84
189038	01/07/2015	VERIZON	375.76
189039	01/07/2015	WELLS FARGO #2496	1,792.93
189040	01/07/2015	WELLS FARGO #4963	948.92
189041	01/07/2015	KOLIN WILLIAMS	66.00
189042	01/07/2015	ALLANA BUICK & BERS, INC.	918.75
189043	01/07/2015	C.E.M. LAB CORP. CIVIL ENGINEERING MATERIAL LAB	10,880.50
189044	01/07/2015	ENVIRON INTERNATIONAL CORP.	6,238.63
189045	01/07/2015	FACILITIES PLANNING & PROGRAM SERVICES, INC	16,340.00
189046	01/07/2015	HAITBRINK ASPHALT PAVING, INC.	9,635.00
189047	01/07/2015	HUDSON PACIFIC SERVICES LLC c/o HUDSON PACIFIC PROPERTIES	22,750.00
189048	01/07/2015	KITCHELL CEM	46,718.00
189049	01/07/2015	ORANGE COUNTY REGISTER	2,470.00
189050	01/07/2015	QUEZADA PRO LANDSCAPE, INC.	2,100.00
189051	01/07/2015	SIERRA-CEDAR, INC.	193,238.71

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

Checks Dated 01/07/2015 through 02/02/2015

Check Number	Check Date	Pay to the Order of	Check Amount
189052	01/07/2015	PADHRAIC SMYTH	2,750.00
189053	01/07/2015	SWINERTON BUILDERS	283,767.85
189054	01/07/2015	TODD'S INSPECTION TESTING SERV	15,917.00
189055	01/07/2015	TODD ROBINSON	6,300.00
189056	01/07/2015	TYR	3,424.68
		UNITED POWER & BATTERY CORP.	
		Unpaid Sales Tax	262.40
		Expensed Amount	3,687.08
189057	01/07/2015	WORKDAY INC	459,875.00
189058	01/07/2015	WORKDAY INC	41,462.00
189059	01/07/2015	STRADLING, YOCCA, CARLSON & RAUTH	5,681.00
189060	01/08/2015	BERTRAND'S MUSIC	273.36
189061	01/08/2015	NANCY BRACKEN	1,266.15
189062	01/08/2015	KEEFE CARRILLO	40.45
189063	01/08/2015	JOHN DEERE LANDSCAPES, INC.	755.85
189064	01/08/2015	YESENIA MIRANDA GOMEZ	35.00
189065	01/08/2015	RUBY HAZZARD	30.24
189066	01/08/2015	HEWLETT PACKARD	9,470.80
189067	01/08/2015	HIGHER ONE INC.	488.80
189068	01/08/2015	HIRSCH PIPE & SUPPLY	426.31
189069	01/08/2015	HITT MARKING DEVICES, INC.	673.15
189070	01/08/2015	HOME DEPOT CREDIT SERVICES	180.92
189071	01/08/2015	MARTHA ALENA HUGHES	360.00
189072	01/08/2015	IRVINE RANCH WATER DIST.	2,305.32
189073	01/08/2015	BILL JAY	8.72
189074	01/08/2015	TIMOTHY JEMAL	252.78
189075	01/08/2015	J.W. PEPPER & SON, INC.	385.58
189076	01/08/2015	KRATOS PUBLIC SAFETY & SECUR DEPT. 04	1,860.45
189077	01/08/2015	LABOR LAW CENTER, INC.	59.29
189078	01/08/2015	LAGUNA GRAPHIC ARTS, INC.	38.16
189079	01/08/2015	DAVID B. LANG	16.78
189080	01/08/2015	LIVING DIRECT INC	999.00
		Unpaid Sales Tax	79.92
		Expensed Amount	1,078.92
189081	01/08/2015	LOEX	85.00
189082	01/08/2015	M-R MUSIC	343.56
189083	01/08/2015	MICHAEL LOWELL MC CORMICK	77.61
189084	01/08/2015	McMASTER CARR SUPPLY CO.	431.15
189085	01/08/2015	MICRO CENTER A/R	256.96
189086	01/08/2015	MARCIA MILCHIKER	48.99
189087	01/08/2015	MODERN POSTCARD	902.36
189088	01/08/2015	BRIAN MONACELLI	34.47
189089	01/08/2015	MONSTERSLAYER, INC.	364.29
		Unpaid Sales Tax	27.70
		Expensed Amount	391.99
189090	01/08/2015	MOULTON-NIGUEL WATER DIST.	3,292.76
189091	01/08/2015	TACONY CORPORATION	194.49
		Unpaid Sales Tax	15.56
		Expensed Amount	210.05
189092	01/08/2015	NEW YORK TIMES	21.11

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Check Number	Check Date	Pay to the Order of	Check Amount
189093	01/08/2015	DIANE OAKS	81.22
189094	01/08/2015	OMEGA ENGINEERING, INC.	238.04
189095	01/08/2015	ONE SOURCE INDUSTRIES PROMOTIONS	2,929.05
189096	01/08/2015	MARIA ORTIZ	300.00
189097	01/08/2015	PAC-VAN INC	1,195.00
		Unpaid Sales Tax	52.00
		Expensed Amount	1,247.00
189098	01/08/2015	PHARMEDIX	67.00
189099	01/08/2015	PHOENIX GROUP INFORMATION SYS.	1,313.33
189100	01/08/2015	PRENDERGAST, T. J.	70.25
189101	01/08/2015	PSI-PAYPHONE STATIONS INNOVAT.	350.00
189102	01/08/2015	CHARLES C. STILL SECURE LIVE SCAN	140.00
189103	01/08/2015	JIM WRIGHT	107.20
189104	01/08/2015	XEROX CORPORATION	4,685.64
189105	01/09/2015	ADVANCED TECH. CONSULTANTS T S ENTERPRISES ASSOC., INC.	21,036.96
189106	01/09/2015	AT & T MOBILITY	43.28
189107	01/09/2015	AT & T	830.47
189108	01/09/2015	CANON SOLUTIONS AMERICA, INC.	79.86
189109	01/09/2015	OLIVAS LINKS GOLF COURSE	300.00
189110	01/09/2015	EDMUND CLEOFE	165.00
189111	01/09/2015	COLLEGE OF THE DESERT	325.00
189112	01/09/2015	COMPUTERLAND	1,964.75
189113	01/09/2015	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE, CASHIERING	224.00
189114	01/09/2015	DirecTV	14.99
189115	01/09/2015	EPLUS TECHNOLOGY, INC.	17,511.00
189116	01/09/2015	LOS SERRANOS GOLF COURSE	685.00
189117	01/09/2015	NAVY MWR FUND NAVY GOLF COURSE	170.00
189118	01/09/2015	OFFICE MAX INCORPORATED	8,653.83
189119	01/09/2015	RESIDENCE INN	880.56
189120	01/09/2015	SAN CLEMENTE MUNICIPAL GOLF COURSE	256.00
189121	01/09/2015	SAN DIEGO GAS & ELECTRIC	1,078.54
189122	01/09/2015	SOUTHERN CALIFORNIA EDISON CO.	40,401.83
189123	01/09/2015	SOUTHERN CALIFORNIA EDISON CO.	10,877.72
189124	01/09/2015	SOUTHERN CALIFORNIA EDISON CO.	20,092.56
189125	01/09/2015	SOUTHERN CALIFORNIA EDISON CO.	1,489.48
189126	01/09/2015	SOUTHERN CALIFORNIA EDISON CO.	260.44
189127	01/09/2015	TRIPLE7 PRODUCTIONS	4,750.00
189128	01/09/2015	TIJERAS CREEK GOLF CLUB	2,680.00
189129	01/09/2015	WELLS FARGO #1606	3,756.68
189130	01/09/2015	WELLS FARGO BANK #2785 PAYMENT REMITTANCE CENTER	2,245.52
		Unpaid Sales Tax	46.51
		Expensed Amount	2,292.03
189131	01/09/2015	WELLS FARGO #3317	3,082.22
		Unpaid Sales Tax	11.86
		Expensed Amount	3,094.08
189132	01/09/2015	WELLS FARGO #4955 ASG-SBC	209.22
189133	01/09/2015	WELLS FARGO #3317	2,429.68

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Check Number	Check Date	Pay to the Order of	Check Amount
		Unpaid Sales Tax	12.00
		Expensed Amount	2,441.68
189134	01/12/2015	AIR HOLLYWOOD INC	3,605.00
189135	01/12/2015	AMER. RED CROSS	828.00
189136	01/12/2015	ARROWHEAD MOUNTAIN SPRING WATER CO.	52.71
189137	01/12/2015	ADVANTA ENERGY C/O AVIVA ENERGY CORP	2,400.00
189138	01/12/2015	MARYAM AZARY	1,080.00
189139	01/12/2015	BALANCED BODY	14,396.67
189140	01/12/2015	REBECCA BECK	351.60
189141	01/12/2015	BESAFE TECHNOLOGIES, INC.	738.15
189142	01/12/2015	TAMARA BOSTWICK	45.95
189143	01/12/2015	BOUNDLESS NETWORK	717.29
189144	01/12/2015	DEVON BRADLEY	1,230.00
189145	01/12/2015	BUY PC SUPPLIES	193.86
189146	01/12/2015	CA ALLIANCE FOR JAZZ c/o BARB CATLIN TREASURER	100.00
189147	01/12/2015	DR. NANCY CARRITTE INDUSTRIAL PSYCHOLOGIST	300.00 *
Cancelled on 01/12/2015, Cancel Register # AP01122015A			
189148	01/12/2015	YANCIE CARTER	64.37
189149	01/12/2015	CALIFORNIA ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	205.00
189150	01/12/2015	CCCAA C/O CRAFTON HILLS COLLEGE	50.00
189151	01/12/2015	CCCAA C/O CRAFTON HILLS COLLEGE	50.00
189152	01/12/2015	COMMUNITY COLLEGE LEAGUE OF CALIFORNIA	600.00
189153	01/12/2015	COMMUNITY COLLEGE LEAGUE OF CALIFORNIA	600.00
189154	01/12/2015	CCLC/CCCAA CCCAA CONVENTION	200.00
189155	01/12/2015	COMMUNITY COLLEGE LEAGUE OF CA	250.00
189156	01/12/2015	CARLO CHAN	81.12
189157	01/12/2015	BROOKE CHOO	1,131.72
189158	01/12/2015	BEEP COLCLOUGH	64.37
189159	01/12/2015	COUNCIL FOR RESOURCE DEVELOP.	325.00
189160	01/12/2015	COX COMMUNICATIONS	2,180.96
189161	01/12/2015	COX COMMUNICATIONS	2,395.00
189162	01/12/2015	DEMCO INC.	748.31
189163	01/12/2015	CORINE DOUGHTY	745.98
189164	01/12/2015	EASTBAY, INC DEPT 978835	1,032.55
189165	01/12/2015	ECOFERT, INC	702.45
189166	01/12/2015	EDUCATIONAL GLOBAL TECHNOLOGIES, INC. (EDGT)	90.00
189167	01/12/2015	FEDERAL EXPRESS	111.74
189168	01/12/2015	FEOKTISTOVA, MARIA	34.16
189169	01/12/2015	FISHER SCIENTIFIC	1,796.36
189170	01/12/2015	LINDA FONTANILLA	7.05
189171	01/12/2015	FOUR SEASONS HOTEL AUSTIN	1,081.00
189172	01/12/2015	FRANCHISE TAX BOARD	590.21
189173	01/12/2015	FREEWAY AUTO SUPPLY	120.39
189174	01/12/2015	JULIANNA FRENCH	122.20
189175	01/12/2015	GOODWILL INDUSTRIES OF ORANGE COUNTY	615.00
189176	01/12/2015	BRUCE HAGAN	15.12

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Check Number	Check Date	Pay to the Order of	Check Amount
189177	01/12/2015	PATTY HELTON	21.68
189178	01/12/2015	COLLEEN HILDEBRAND	664.05
189179	01/12/2015	HSACCC ATTN: MARY JONES, RN, MSN	475.00
189180	01/12/2015	KENN HUBER	73.91
189181	01/12/2015	DIANA HURLBUT	74.92
189182	01/12/2015	GREGORY JENKS	600.00
189183	01/12/2015	DR. CRAIG JUSTICE	682.17
189184	01/12/2015	EMIKO KIYOCHI	289.04
189185	01/12/2015	MICHELLE LIVOTE	85.93
189186	01/12/2015	RYAN MALIGIE	230.35
189187	01/12/2015	LORI MANGELS	111.78
189188	01/12/2015	BRETT MC KIM	74.92
189189	01/12/2015	TERENCE NELSON	319.20
189190	01/12/2015	P2S ENGINEERING INC	4,389.00
189191	01/12/2015	SANDRA POPE	45.36
189192	01/12/2015	POSTMASTER	220.00
189193	01/12/2015	PSI-PAYPHONE STATIONS INNOVAT.	810.00
189194	01/12/2015	QM QUALITY MATTERS, INC.	3,300.00
189195	01/12/2015	QUEST DIAGNOSTICS	1,410.91
189196	01/12/2015	EMILY QUINLAN	58.78
189197	01/12/2015	NARGES M. RABII	600.00
189198	01/12/2015	RAINBOW SYMPHONY STORE	338.19
189199	01/12/2015	RDO WATER, LLC	1,911.60
189200	01/12/2015	RICOH AMERICAS CORP	72.96
189201	01/12/2015	GLENN ROQUEMORE	1,450.67
189202	01/12/2015	SADDLEBACK MATERIALS COMPANY	637.20
189203	01/12/2015	SAFEWAY, INC.	78.86
189204	01/12/2015	BROOKE SAUTER	666.97
189205	01/12/2015	VITO-LEONARDO SCAROLA	1,200.00
189206	01/12/2015	KATHERINE SCHMEIDLER	74.92
189207	01/12/2015	DANIEL SCOTT	1,500.00
189208	01/12/2015	SMARDAN SUPPLY - EL MONTE	1,607.19
189209	01/12/2015	SMART & FINAL	195.12
189210	01/12/2015	TIFFANI SMITH	506.87
189211	01/12/2015	STRAIGHT TALK CLINIC INC	2,887.50
189212	01/12/2015	SUPERIOR PRESS, INC.	139.46
189213	01/12/2015	CHAD TEMAN TEMAN TRAINING AND CONSULTING	150.00
189214	01/12/2015	ANTIMITE TERMITE & PEST CNTRL	3,948.00
189215	01/12/2015	THOMSON REUTERS WEST PAYMENT CENTER	481.07
189216	01/12/2015	TECHNOLOGY INTEGRATION GROUP	5,860.92
189217	01/12/2015	DIEMMY TRAN	480.00
189218	01/12/2015	TIFFANY TRAN	74.92
189219	01/12/2015	TROXELL COMMUNICATIONS, INC.	1,920.24
189220	01/12/2015	UNITED SITE SERVICES OF CALIFORNIA, INC.	841.44
189221	01/12/2015	UNIVERSAL SPECIALTIES, INC.	132.98
189222	01/12/2015	BOB URELL	74.92
189223	01/12/2015	ERICA VOGEL	1,200.00
189224	01/12/2015	JEFF WILSON	293.08

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Check Number	Check Date	Pay to the Order of	Check Amount
189225	01/12/2015	MICHAEL E. WILSON	11,628.00
189226	01/12/2015	JIM WRIGHT	61.99
189227	01/12/2015	XEROX CORPORATION	1,167.34
189228	01/12/2015	SAFEWAY, INC.	483.38
189229	01/12/2015	SMART & FINAL	233.97
189230	01/12/2015	US FOODS	1,234.98
189231	01/12/2015	AMAZON WEB SERVICES INC	379.04
189232	01/12/2015	CDW GOVERNMENT, INC.	56,608.36
189233	01/12/2015	COLLEGESOURCE, INC.	1,268.75
189234	01/12/2015	DATA CLEAN CORPORATION	880.00
189235	01/12/2015	ENAMIX, INC.	44,560.00
189236	01/12/2015	MERIDIAN IT INC	22,217.08
189237	01/12/2015	NEUDESIC, LLC	121,046.00
189238	01/12/2015	NIMBLE CONSULTING	9,694.00
189239	01/12/2015	OCLC, INC. DEPT #34299	3,632.31
189240	01/12/2015	PARSONS BRINCKERHOFF, INC.	2,100.00
189241	01/12/2015	QUEZADA PRO LANDSCAPE, INC.	4,350.00
189242	01/12/2015	R2A ARCHITECTURE	17,861.74
189243	01/12/2015	READSPEAKER LLC	6,400.00
189244	01/12/2015	STUTZ ARTIANO SHINOFF & HOLTZ A.P.C.	477.00
189245	01/13/2015	CCCCIO C/O CLAIRE BIANCALANA	375.00
189246	01/13/2015	CALE CRAMMER	681.02
189247	01/13/2015	REBECCA GROFF	125.53
189248	01/13/2015	SYLVIE GROTE	700.00
189249	01/13/2015	CONNIE KIHYET	1,198.38
189250	01/13/2015	AMANDA ROMERO	176.71
189251	01/13/2015	HEATHER STERN	602.20
189252	01/13/2015	SUSAN STERN	1,003.25
189253	01/13/2015	ANTHONY TENG	250.00
189254	01/13/2015	TIFFANY TRAN	120.00
189255	01/13/2015	MINDI WOLF	1,305.03
189256	01/13/2015	ALTERNATIVE DELIVERY SOLUTIONS	5,592.00
189257	01/13/2015	FACILITIES PLANNING & PROGRAM SERVICES, INC	10,355.00
189258	01/13/2015	GCI CONSTRUCTION, INC.	96,555.46
189259	01/13/2015	GKKWORKS	9,004.82
189260	01/13/2015	H2 ENVIRONMENTAL CONSULTING SERVICES, INC.	24,200.00
189261	01/13/2015	HARBOR CONSTRUCTION CO., INC.	100,200.78
189262	01/13/2015	PARSONS BRINCKERHOFF, INC.	3,325.00
189263	01/13/2015	PLANNET CONSULTING, INC.	3,200.40
189264	01/13/2015	QWICKLY, INC	2,000.00
189265	01/14/2015	ADCLUB ADVERTISING SERVICE	6,895.00
189266	01/14/2015	AIRGAS NATIONAL CARBONATION	411.77
189267	01/14/2015	ALLIEDBARTON SECURITY SERVICES	7,732.00
189268	01/14/2015	KELSEY ANDERSON	350.00
189269	01/14/2015	APPLE COMPUTER INC.	1,766.32
189270	01/14/2015	ARAMARK UNIFORM SERVICES, INC	57.46
189271	01/14/2015	AVENTURA SAILING ASSOC.	150.50
189272	01/14/2015	BAKERSFIELD COLLEGE	275.00
189273	01/14/2015	BOUNDLESS NETWORK	8,985.38

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Checks Dated 01/07/2015 through 02/02/2015

Check Number	Check Date	Pay to the Order of	Check Amount
189274	01/14/2015	CALIFORNIA STAGE/LIGHTING, INC	2,244.80
189275	01/14/2015	CANON SOLUTIONS AMERICA, INC.	52.92
189276	01/14/2015	SAN JUAN HILLS GOLF CLUB ATTN: MICHAESL KAMINSKI	600.00
189277	01/14/2015	CARD INTEGRATORS CORPORATION DBA: CI SOLUTIONS	13,451.40
189278	01/14/2015	CDW GOVERNMENT, INC.	14,806.56
189279	01/14/2015	CINTAS CORPORATION	210.16
189280	01/14/2015	COLAD GROUP, LLC	2,047.50
		Unpaid Sales Tax	163.80
		Expensed Amount	2,211.30
189281	01/14/2015	COX COMMUNICATIONS	10.46
189282	01/14/2015	COX COMMUNICATIONS	2,121.44
189283	01/14/2015	CROWN VALLEY CLEANERS	553.99
189284	01/14/2015	CARIE CRUZ	140.00
189285	01/14/2015	CULLIGAN	114.70
189286	01/14/2015	DANA POINT YACHT MAINTENANCE	68.80
189287	01/14/2015	DEMCO INC.	59.01
189288	01/14/2015	DISCOVERY BENEFITS, INC.	459.00
189289	01/14/2015	DRAMATISTS PLAY SERVICE, INC.	23.22
189290	01/14/2015	MICHELE DUGAN	120.00
189291	01/14/2015	EASTBAY, INC DEPT 978835	3,380.56
189292	01/14/2015	EBERHARD EQUIPMENT	1,135.17
189293	01/14/2015	eLEARNING BROTHERS LLC	1,299.00
189294	01/14/2015	EUROPRINT, INC.	2,090.88
189295	01/14/2015	FEDERAL EXPRESS	65.67
189296	01/14/2015	FOSTER CARE AUXILIARY OF OC	120.00
189297	01/14/2015	FREEWAY AUTO SUPPLY	106.79
189298	01/14/2015	GOLDEN WEST COLLEGE TRACK & FIELD	635.00
189299	01/14/2015	HIGHER ONE INC.	277.60
189300	01/14/2015	ADVANCED OFFICE SERVICES IMAGING PLUS	49.34
189301	01/14/2015	INGARDIA BROTHERS PRODUCE, INC.	2,189.98
189302	01/14/2015	IRVINE RANCH WATER DIST.	4,392.28
189303	01/14/2015	EFAX CORPORATE c/o J2 GLOBAL, INC.	153.70
189304	01/14/2015	JAMECO ELECTRONICS	435.47
189305	01/14/2015	JERRY'S ARTARAMA	63.60
		Unpaid Sales Tax	5.09
		Expensed Amount	68.69
189306	01/14/2015	KELLY PAPER	1,735.14
189307	01/14/2015	LAERDAL MEDICAL CORP.	1,662.87
189308	01/14/2015	LAGUNA BALLET, INC.	7,403.00
189309	01/14/2015	MAIN GRAPHICS	273.00
189310	01/14/2015	DAYLE McINTOSH CENTER FOR THE	384.00
189311	01/14/2015	MICROSOFT CORPORATION	675.44
189312	01/14/2015	MT. SAN JACINTO COLLEGE	300.00
189313	01/14/2015	ATTN: FRANCES VALERA LITTLE WINDOWS	182.38
189314	01/14/2015	DAIRY DEPOT	62.79
189315	01/15/2015	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	29,418.86
189316	01/15/2015	ACCE/SAN DIEGO CONTINUING EDUCATION	325.00

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Checks Dated 01/07/2015 through 02/02/2015

Check Number	Check Date	Pay to the Order of	Check Amount
189317	01/15/2015	AKON LLC	1,065.30
189318	01/15/2015	ALERT SERVICES, INC.	1,463.35
189319	01/15/2015	ANTHEM SPORTS, LLC	24,716.00
		Unpaid Sales Tax	1,789.20
		Expensed Amount	26,505.20
189320	01/15/2015	APPLE COMPUTER INC.	768.72
189321	01/15/2015	ASICS	1,453.72
189322	01/15/2015	AT & T	140.61
189323	01/15/2015	AT&T	12.94
189324	01/15/2015	BAKER & TAYLOR	830.91
189325	01/15/2015	NOELLE VARGAS BANUELOS	3,800.00
189326	01/15/2015	BLICK ART MATERIALS	1,643.59
189327	01/15/2015	BROWNELLS INC	1,145.94
		Unpaid Sales Tax	90.40
		Expensed Amount	1,236.34
189328	01/15/2015	DR. NANCY CARRITTE INDUSTRIAL PSYCHOLOGIST	600.00
189329	01/15/2015	COMMUNITY COLLEGE LEAGUE OF CA	250.00
189330	01/15/2015	CDW GOVERNMENT, INC.	20.52
189331	01/15/2015	CHANG, DAVID H.	6.83
189332	01/15/2015	CHRONICLE OF HIGHER EDUCATION BULLETIN BOARD	89.00
189333	01/15/2015	COAST FITNESS REPAIR SHOP	600.00
189334	01/15/2015	COX COMMUNICATIONS	1,145.00
189335	01/15/2015	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE, CASHIERING	3,895.00
189336	01/15/2015	DirecTV	120.98
189337	01/15/2015	FRY'S ELECTRONICS	194.34
189338	01/15/2015	G/M BUSINESS INTERIORS	479.81
189339	01/15/2015	GALLADE CHEMICAL, INC.	535.68
189340	01/15/2015	GOENGINEER, INC.	4,280.00
189341	01/15/2015	GRF BROADBAND SERVICES	180.00
189342	01/15/2015	GOODWILL INDUSTRIES OF ORANGE COUNTY	180.00
189343	01/15/2015	ESTER GRAHAM	106.36
189344	01/15/2015	W. W. GRAINGER	7,278.53
189345	01/15/2015	HUMMERT INTERNATIONAL	858.64
		Unpaid Sales Tax	51.20
		Expensed Amount	909.84
189346	01/15/2015	MARIA E. HUTCHINSON CERVANTES	480.00
189347	01/15/2015	DR. CRAIG JUSTICE	729.66
189348	01/15/2015	KUSUNOKI, GARY I.	210.00
189349	01/15/2015	LAURA'S INT PLANTSCAPE SERV	200.00
189350	01/15/2015	LEWIS, DIANE	265.02
189351	01/15/2015	LIEBERT CASSIDY WHITMORE	42,142.14
189352	01/15/2015	LIFE TECHNOLOGIES, INC. c/o BANK OF AMERICA	89.64
189353	01/15/2015	LOCAL JANITORIAL & VACUUM & SUPPLY CO.	1,996.30
189354	01/15/2015	LOOMIS, FARGO & COMPANY	613.81
189355	01/15/2015	LUCK'S MUSIC LIBRARY	426.17
189356	01/15/2015	MARRIOTT LAKE ARROWHEAD RESORT	374.50
189357	01/15/2015	MERIDIAN IT INC	2,220.00

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Check Number	Check Date	Pay to the Order of	Check Amount
189358	01/15/2015	MOSSY NISSAN INC. dba MOSSY NISSAN ESCONDIDO	19,026.55
189359	01/15/2015	Netsupport	1,140.47
189360	01/15/2015	NEXT TECHNOLOGIES, INC. dba NEXTDESK	1,634.00
		Unpaid Sales Tax	119.76
		Expensed Amount	1,753.76
189361	01/15/2015	OC TREASURER-TAX COLLECTOR	4,960.00
189362	01/15/2015	COUNTY OF ORANGE AR UNIT	210.00
189363	01/15/2015	ORANGE CO. BUSINESS JOURNAL	99.00
189364	01/15/2015	OC TREASURER-TAX COLLECTOR REVENUE RECOVERY/	2,047.15
189365	01/15/2015	COUNTY OF ORANGE AR UNIT	322.35
189366	01/15/2015	OFFICE MAX INCORPORATED	2,298.52
189367	01/15/2015	PACIFIC COACHWAYS CHARTER SERVICES, INC.	1,007.99
189368	01/15/2015	PACIFIC MARINE MAMMAL CENTER	182.00
189369	01/15/2015	PASCO SCIENTIFIC	226.24
189370	01/15/2015	PETCO ANIMAL SUPPLIES, INC.	29.12
189371	01/15/2015	PHOENIX GROUP INFORMATION SYS.	1,191.84
189372	01/15/2015	PHILIP STEPHEN PINES	1,666.67
189373	01/15/2015	POCKET NURSE ENTERPRISES, INC.	254.25
		Unpaid Sales Tax	18.48
		Expensed Amount	272.73
189374	01/15/2015	NEW VISION CONSTRUCTION DAVID PUFAHL	12,077.20
189375	01/15/2015	QUEST DIAGNOSTICS	2,948.45
189376	01/15/2015	RICHARD ROTH, ESQ	5,369.00
189377	01/15/2015	KAY RYALS	180.00
189378	01/15/2015	SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT	391.58
189379	01/15/2015	SCANTRON CORPORATION	132.36
189380	01/15/2015	GUISELLE SCOTT	116.25
189381	01/15/2015	SEHI COMPUTER PRODUCTS, INC.	749.52
189382	01/15/2015	SHELL FLEET CARD SERVICES PROCESSING CENTER	2,200.64
189383	01/15/2015	SIMS TREE HEALTH SPECIALISTS	742.50
189384	01/15/2015	SJM INDUSTRIAL RADIO	1,624.64
189385	01/15/2015	SOUTHERN CALIFORNIA GAS CO.	5,512.81
189386	01/15/2015	SOUTHERN CALIFORNIA GAS CO.	2,024.10
189387	01/15/2015	SOUTHERN CALIFORNIA GAS CO.	49.07
189388	01/15/2015	SO. COAST FIRE PROTECTION	2,500.00
189389	01/15/2015	SOUTHLAND INDUSTRIES	11,320.00
189390	01/15/2015	SYSTEMS SOURCE, INC.	1,143.02
189391	01/15/2015	KENT TREPTOW	325.00
189392	01/15/2015	TRUSTWAVE HOLDINGS, INC.	1,650.00
189393	01/15/2015	ELIVATE	2,103.68
189394	01/15/2015	SCOTT WELLS	350.00
189395	01/15/2015	JENNIFER WIJNKER	2,500.00
189396	01/15/2015	XEROX CORPORATION	5,995.96
189397	01/15/2015	ALTERNATIVE DELIVERY SOLUTIONS	5,328.00
189398	01/15/2015	AMPCO CONTRACTING, INC.	131,089.46
189399	01/15/2015	CDW GOVERNMENT, INC.	6,232.79

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Check Number	Check Date	Pay to the Order of	Check Amount
189400	01/15/2015	C.E.M. LAB CORP. CIVIL ENGINEERING MATERIAL LAB	21,915.90
189401	01/15/2015	ERICKSON-HALL CONSTRUCTION CO	13,620.00
189402	01/15/2015	GKKWORKS	36,160.00
189403	01/15/2015	HATCHUEL TABERNIK & ASSOCIATES	6,225.00
189404	01/15/2015	HEWLETT PACKARD	14,691.34
189405	01/15/2015	BRIAN KIM	15.12
189406	01/15/2015	PLAZA BANK C/O LINA CHANDRA, CLIENT SPEC.	17,361.60
189407	01/15/2015	SIERRA-CEDAR, INC.	84,573.59
189408	01/15/2015	SWRCB	606.00
189409	01/15/2015	WORKDAY INC	5,752.50
189410	01/16/2015	A-1 AWARDS	610.74
189411	01/16/2015	ARAMARK UNIFORM SERVICES, INC	219.34
189412	01/16/2015	AUTOMIC DESIGNS, INC.	41.79
189413	01/16/2015	BSG GRAPHICS, INC.	1,235.44
189414	01/16/2015	CINTAS DOCUMENT MANAGEMENT	134.00
189415	01/16/2015	CINTAS CORPORATION	42.96
189416	01/16/2015	CR&R	94.30
189417	01/16/2015	CR&R	404.88
189418	01/16/2015	CR&R	1,008.45
189419	01/16/2015	CAROL DANNA	92.00
189420	01/16/2015	DOCTOR'S AMBULANCE SERVICE	78.00
189421	01/16/2015	ECONOMIC ALTERNATIVES, INC.	752.50
189422	01/16/2015	EXCELSIOR ELEVATOR CORPORATION	1,735.00
189423	01/16/2015	EXPERIAN	127.00
189424	01/16/2015	DEBRA L. FITZSIMONS	74.78
189425	01/16/2015	FRANCHISE TAX BOARD	8.75
189426	01/16/2015	FRANCHISE TAX BOARD	30.00
189427	01/16/2015	GONZALEZ-DELGADO, VIANNEY	20.38
189428	01/16/2015	IRVINE PIPE & SUPPLY	76.53
189429	01/16/2015	PIPS C/O KEENAN & ASSOCIATES	20,870.00
189430	01/16/2015	MARCIA MILCHIKER	48.99
189431	01/16/2015	PACIFIC CLIPPINGS	59.00
189432	01/16/2015	PENN CORPORATE RELOCATION SERVICES, INC.	252.00
189433	01/16/2015	PHARMEDIX	159.45
189434	01/16/2015	SO. COAST FIRE PROTECTION	1,500.00
189435	01/16/2015	LAURA SOBCHIK	138.00
189436	01/16/2015	SO. ORANGE CO. COMM. COL.DIST	1,700.00
189437	01/16/2015	SUN BADGE COMPANY	981.28
189438	01/16/2015	SWISS, TIM	64.79
189439	01/16/2015	SMS SYSTEMS MAINTENANCE SERVICES, INC.	6,960.00
189440	01/16/2015	ANTIMITE TERMITE & PEST CNTRL	65.00
189441	01/16/2015	DOUGLAS WESTLAKE	1,381.25
189442	01/16/2015	DORSA SHIRAZI	36.94
189443	01/16/2015	SO. ORANGE CO. COMM. COL. DIST	12,007.24
189444	01/20/2015	ACSIG/EDGE	148,375.15
189445	01/20/2015	ACSIG/EDGE	43,216.56
189446	01/20/2015	ALLIEDBARTON SECURITY SERVICES	1,064.32

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189447	01/20/2015	APPLE COMPUTER INC.	79.00
189448	01/20/2015	AUTOMIC DESIGNS, INC.	799.11
189449	01/20/2015	CANON SOLUTIONS AMERICA, INC.	32.67
189450	01/20/2015	CAPITOL ADVOCACY PARTNERS LLC	3,500.00
189451	01/20/2015	ELECTRO-TECHNIC PRODUCTS	324.50
189452	01/20/2015	FRED MILLS TRAINING SOLUTIONS	75.00
189453	01/20/2015	HYATT LEGAL	7,710.70
189454	01/20/2015	KIMBALL OFFICE KIMBALL INT'L.	759.03
189455	01/20/2015	QUEEN BEACH PRINTERS INC	6,520.00
189456	01/20/2015	QUEZADA PRO LANDSCAPE, INC.	2,010.00
189457	01/20/2015	QUICK CAPTION	20,130.00
189458	01/20/2015	BRITTANY RAMCHANDANI	9.80
189459	01/20/2015	RELIANCE STANDARD LIFE INS	25,600.95
189460	01/20/2015	RELIANCE STANDARD LIFE INS	14,473.60
189461	01/20/2015	RICOH USA, INC.	1,277.92
189462	01/20/2015	JANE ROSENKRANS	50.71
189463	01/20/2015	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	1,538,153.00
189464	01/20/2015	SOUTHERN CALIFORNIA GAS CO.	185.01
189465	01/20/2015	THEATRE COMPANY	802.50
189466	01/20/2015	TRANS WORLD SUPPLIES, INC. dba REUSCHE & CO.	255.00
		Unpaid Sales Tax	18.93
		Expensed Amount	273.93
189467	01/20/2015	TUTTLE-CLICK FORD	76.67
189468	01/20/2015	U.S. DATA TRUST CORPORATION	5,000.00
189469	01/20/2015	UNITED SITE SERVICES OF CALIFORNIA, INC.	3,823.15
189470	01/20/2015	UNUM LIFE INSURANCE COMPANY	1,328.06
189471	01/20/2015	UNUM LIFE INSURANCE COMPANY	3,703.60
189472	01/20/2015	VENTEK INTERNATIONAL	405.00
189473	01/20/2015	VISTA PAINT CORPORATE OFFICE	402.83
189474	01/20/2015	YBP LIBRARY SERVICES	1,899.79
189475	01/20/2015	FELICIA BIRNEY	189.50
189476	01/20/2015	DAIRY DEPOT	62.79
189477	01/20/2015	ACSIG/EDGE	22,432.35
189478	01/20/2015	ACSIG/EDGE	5,318.86
189479	01/20/2015	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	326,554.00
189480	01/21/2015	SAPPHIRE CATERING	511.38
189481	01/21/2015	AMERICAN LIBRARY ASSOCIATION	625.00
189482	01/21/2015	B & H PHOTO-VIDEO REMITTANCE PROCESSING CENTER	1,146.00
		Unpaid Sales Tax	91.68
		Expensed Amount	1,237.68
189483	01/21/2015	BLACKBAUD, INC.	7,496.66
189484	01/21/2015	BLICK ART MATERIALS	10.10
189485	01/21/2015	BUTLER CHEMICALS, INC.	579.48
189486	01/21/2015	CCCCSSAA C/O BRUCE PATT	300.00
189487	01/21/2015	CLARK SECURITY PRODUCTS	3,091.56
189488	01/21/2015	COADN-SOUTH % DR. KAREN COWELL, DEAN	250.00
189489	01/21/2015	CONSTELLATION NEWENERGY GAS DIVISION LLC BANK OF AMERICA	38,909.78

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Check Number	Check Date	Pay to the Order of	Check Amount
189490	01/21/2015	JOANNE DE MARCHI	68.79
189491	01/21/2015	DIVE CINCINNATTI, INC. DBA SPRINGBOARDS & MORE	8,225.10
		Unpaid Sales Tax	668.64
		Expensed Amount	8,893.74
189492	01/21/2015	DS SERVICES OF AMERICA, INC SPARKLETTES	14.90
189493	01/21/2015	W. W. GRAINGER	35.72
189494	01/21/2015	HAIR CALIFORNIA BEAUTY ACADEMY	13,945.50
189495	01/21/2015	PATRICK HIGA	71.00
189496	01/21/2015	HILTON COSTA MESA	411.11
189497	01/21/2015	DAUNE MAIN	105.84
189498	01/21/2015	MC KESSON MEDICAL SURGICAL	17,401.02
189499	01/21/2015	MOORE MEDICAL, LLC	721.75
189500	01/21/2015	MOULTON-NIGUEL WATER DIST.	13,106.71
189501	01/21/2015	ORANGE COUNTY REGISTER	1,062.00
189502	01/21/2015	PENN CORPORATE RELOCATION SERVICES, INC.	326.00
189503	01/21/2015	PETE'S ROAD SERVICE	726.45
189504	01/21/2015	POCKET NURSE ENTERPRISES, INC.	1,310.14
		Unpaid Sales Tax	97.62
		Expensed Amount	1,407.76
189505	01/21/2015	POWER CLEANERS	176.01
189506	01/21/2015	PRENDERGAST, T. J.	73.99
189507	01/21/2015	PURETEC	135.25
189508	01/21/2015	TAMERA RICE	1,654.62
189509	01/21/2015	MARISSA ROTH	100.00
189510	01/21/2015	S & B FOODS CATERING DIVISION	627.21
189511	01/21/2015	SAMY'S CAMERA ATTN: ACCOUNTS RECEIVABLES	60,969.80
189512	01/21/2015	SOUTHERN COUNTIES OIL CO.	1,545.49
189513	01/21/2015	SCANTRON CORPORATION	293.87
189514	01/21/2015	SCHWEDE LLC C/O MATT SCHWEDE	6,234.00
		Unpaid Sales Tax	398.80
		Expensed Amount	6,632.80
189515	01/21/2015	JARED SCOTT	300.00
189516	01/21/2015	SEHI COMPUTER PRODUCTS, INC.	3,062.38
189517	01/21/2015	SMART & FINAL	4.17
189518	01/21/2015	SOUTHERN CALIFORNIA EDISON CO.	1,964.92
189519	01/21/2015	SUBWAY SANDWICHES & SALADS	190.00
189520	01/21/2015	THORLABS, INC.	331.69
189521	01/21/2015	UNITED SITE SERVICES OF CALIFORNIA, INC.	275.32
189522	01/21/2015	THE US GRANT HOTEL	515.66
189523	01/21/2015	VILLAGE NURSERIES	993.00
189524	01/21/2015	VWR INTERNATIONAL, INC.	7,613.35
189525	01/21/2015	WALTERS WHOLESALE ELECTRIC	255.56
189526	01/21/2015	XEROX CORPORATION	6,629.96
189527	01/21/2015	US FOODS	1,350.36
189528	01/21/2015	APPLE COMPUTER INC.	248.56
189529	01/21/2015	CDW GOVERNMENT, INC.	906.39
189530	01/21/2015	COLLEGESOURCE, INC.	875.00

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Check Number	Check Date	Pay to the Order of	Check Amount
189531	01/21/2015	DIGITAL ARCHITECTURE	135,856.00
189532	01/21/2015	ENAMIX, INC.	28,630.00
189533	01/21/2015	HAITBRINK ASPHALT PAVING, INC.	2,850.00
189534	01/21/2015	HAMPTON TEDDER ELECTRIC CO.	59,850.00
189535	01/21/2015	HATCHUEL TABERNIK & ASSOCIATES	6,225.00
189536	01/21/2015	HUDSON PACIFIC SERVICES LLC c/o HUDSON PACIFIC PROPERTIES	22,750.00
189537	01/21/2015	JACKSON, DE MARCO, TIDUS, & PECKENPAUGH	252.00
189538	01/21/2015	KINSMAN CONSTRUCTION INC	23,195.28
189539	01/21/2015	NIMBLE CONSULTING	11,659.00
189540	01/21/2015	ORANGE COUNTY REGISTER	1,410.00
189541	01/21/2015	OCLC, INC. DEPT #34299	3,632.31
189542	01/21/2015	OFFICE MAX INCORPORATED	299.23
189543	01/21/2015	ORANGE COAST FENCE COMPANY	2,934.00
189544	01/21/2015	SEHI COMPUTER PRODUCTS, INC.	170.17
189545	01/21/2015	STRATA INFORMATION GROUP	38,515.04
189546	01/21/2015	SYNERGY SOFTWARE SOLUTIONS C/O PRATIK MODI	4,080.00
189547	01/21/2015	SO. ORANGE CO. COMM. COL. DISTWORKERS COMPENSATION	1,696.02
189548	01/22/2015	ADI	156.81
189549	01/22/2015	AIRGAS NATIONAL CARBONATION	1,241.49
189550	01/22/2015	ALLIED REFRIGERATION INC	283.05
189551	01/22/2015	APPLE COMPUTER INC.	6,709.24
189552	01/22/2015	AT & T	64.58
189553	01/22/2015	AIRPORT VAN RENTAL	344.76
189554	01/22/2015	CALWORKS LOS ANGELES MISSION COLLEGE	395.00
189555	01/22/2015	CARQUEST AUTO PARTS	90.56
189556	01/22/2015	CDW GOVERNMENT, INC.	5,085.11
189557	01/22/2015	CINTAS DOCUMENT MANAGEMENT	134.00
189558	01/22/2015	CINTAS DOCUMENT MANAGEMENT	134.00
189559	01/22/2015	CINTAS DOCUMENT MANAGEMENT	134.00
189560	01/22/2015	CINTAS CORPORATION	386.64
189561	01/22/2015	CLARK SECURITY PRODUCTS	19.65
189562	01/22/2015	COMPRESSOR PARTS & REPAIR INDUSTRIES	6,384.38
189563	01/22/2015	DELL MARKETING L.P. C/O DELL USA L.P.	118.98
189564	01/22/2015	STEPHEN DUBAY	170.20
189565	01/22/2015	EASTBAY, INC DEPT 978835	2,008.73
189566	01/22/2015	EBERHARD EQUIPMENT	1,070.54
189567	01/22/2015	EBSCO INFORMATION SERVICES PAYMENT PROCESSING CENTER	24.60
189568	01/22/2015	ARNETTE EDWARDS	120.00
189569	01/22/2015	EWING IRRIGATION PRODUCTS	146.90
189570	01/22/2015	FISHER SCIENTIFIC	97.44
189571	01/22/2015	FOUR WINDS INTERACTIVE LLC	1,062.60
189572	01/22/2015	SAN DIEGO GAS & ELECTRIC	54,182.15
189573	01/22/2015	SHRED-IT USA -LA	229.31
189574	01/22/2015	SOUTHERN CALIFORNIA EDISON CO.	120.41
189575	01/22/2015	ANTHONY TENG	2,497.82
189576	01/22/2015	VERIZON	86.52

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Check Number	Check Date	Pay to the Order of	Check Amount
189577	01/22/2015	VIATRON SYSTEMS, INC.	6,896.50
189578	01/22/2015	ELIVATE	68.02
189579	01/22/2015	CDW GOVERNMENT, INC.	785.70
189580	01/22/2015	CITY OF TUSTIN ATTN: ACCOUNTS RECEIVABLE	550.00
189581	01/22/2015	DOUGHERTY + DOUGHERTY ARCHITECTS LLP	25,597.65
189582	01/22/2015	DVV ASSOCIATES, INC.	2,100.00
189583	01/22/2015	LCC3 CONSTRUCTION SERVICES INC	11,680.00
189584	01/22/2015	NINYO & MOORE	1,369.50
189585	01/22/2015	PENN CORPORATE RELOCATION SERVICES, INC.	336.00
189586	01/22/2015	PUBLIC ECONOMICS, INC.	8,693.75
189587	01/22/2015	S & B FOODS CATERING DIVISION	54.00
189588	01/22/2015	S & B FOODS CATERING DIVISION	54.00
189589	01/22/2015	SWEETWATER	1,221.95
		Unpaid Sales Tax	95.98
		Expensed Amount	1,317.93
189590	01/22/2015	T AND D COMMUNICATIONS, INC	283,279.55
189591	01/22/2015	TRENCH SHORING COMPANY	1,892.00
189592	01/23/2015	1-WORLD GLOBES & MAPS	3,766.95
		Unpaid Sales Tax	288.00
		Expensed Amount	4,054.95
189593	01/23/2015	ALISO VIEJO CONFERENCE CENTER	545.09
189594	01/23/2015	BAKER & TAYLOR	228.93
189595	01/23/2015	BLICK ART MATERIALS	57.02
189596	01/23/2015	ANN BUCKLEY	59.69
189597	01/23/2015	EDWIN DAVIS	130.00
189598	01/23/2015	EDWIN DAVIS	130.00
189599	01/23/2015	FRAZIER, SARA	60.48
189600	01/23/2015	GALL'S/QUARTERMASTER	122.03
189601	01/23/2015	GLAXOSMITHKLINE PHARMACEUTICAL	688.70
189602	01/23/2015	W. W. GRAINGER	1,050.82
189603	01/23/2015	THE GREAT GAZEBO, INC	828.75
		Unpaid Sales Tax	62.70
		Expensed Amount	891.45
189604	01/23/2015	GREEN THUMB INTERNATIONAL	56.33
189605	01/23/2015	HOME DEPOT CREDIT SERVICES	2,411.89
189606	01/23/2015	IMPRESSIONS GRAPHICS	1,161.00
189607	01/23/2015	IRVINE PIPE & SUPPLY	236.55
189608	01/23/2015	SOMMER MC CARTNEY	961.00
189609	01/23/2015	PHOENIX GROUP INFORMATION SYS.	1,258.33
189610	01/23/2015	POCKET NURSE ENTERPRISES, INC.	29.54
		Unpaid Sales Tax	2.36
		Expensed Amount	31.90
189611	01/23/2015	SANDRA POPE	75.60
189612	01/23/2015	PROVISIO, LLC ACCOUNTS RECEIVABLE	735.00
189613	01/23/2015	SCANTRON CORPORATION	77.45
189614	01/23/2015	SOUTHERN CALIFORNIA EDISON CO.	10,188.29
189615	01/23/2015	SOUTHERN CALIFORNIA EDISON CO.	16,449.58
189616	01/23/2015	SPOK, INC	33.24
189617	01/23/2015	SWEETWATER	254.64

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189618	01/23/2015	UNITED SITE SERVICES OF CALIFORNIA, INC.	339.07
189619	01/23/2015	VERIZON	375.76
189620	01/23/2015	WESTERN REGIONAL HONORS COUNC C/O ANNE SCOTT	75.00
189621	01/23/2015	XEROX CORPORATION	1,480.34
189622	01/23/2015	XEROX CORPORATION	26.31
189623	01/26/2015	AARDVARK CLAY AND SUPPLIES	178.98
189624	01/26/2015	EDUCATION ADVISORY BOARD	33,500.00
189625	01/26/2015	ADCLUB ADVERTISING SERVICE	21,180.00
189626	01/26/2015	MARY ANSTADT	167.29
189627	01/26/2015	AUDIO VISUAL INTEGRATION SYSTEMS, INC.	999.32
189628	01/26/2015	COMMUNITY COLLEGE LEAGUE OF CA	7,119.73
189629	01/26/2015	CDW GOVERNMENT, INC.	400.00
189630	01/26/2015	CINTAS CORPORATION	117.03
189631	01/26/2015	COASTLINE ROP	281.07
189632	01/26/2015	COUTTS LIBRARY SERVICES, INC. ATTN LINDA SILVER	39.66
189633	01/26/2015	STEVE CRAPO	117.00
189634	01/26/2015	STEVE CRAPO	117.00
189635	01/26/2015	STEVE CRAPO	162.00
189636	01/26/2015	STEVE CRAPO	117.00
189637	01/26/2015	EDWIN DAVIS	130.00
189638	01/26/2015	SPARKLETTTS	1,743.81
189639	01/26/2015	EWING IRRIGATION PRODUCTS	257.49
189640	01/26/2015	SHEILA FORSBERG	5,307.50
189641	01/26/2015	KATE FUENTES	180.00
189642	01/26/2015	WILL GLEN	10.78
189643	01/26/2015	MARVIN ANDY GROUND	160.00
189644	01/26/2015	MARVIN ANDY GROUND	160.00
189645	01/26/2015	TREY HANNULA	100.00
189646	01/26/2015	STEPHEN HENKLE	150.00
189647	01/26/2015	SOMMER MC CARTNEY	403.00
189648	01/26/2015	SOMMER MC CARTNEY	1,116.00
189649	01/26/2015	BRIAN M. MC CORD	150.00
189650	01/26/2015	KELVIN A. MOTA	120.00
189651	01/26/2015	CALIFORNIA COMMUNICATION	10,599.20
189652	01/26/2015	HEIDI M. OCHOA	110.00
189653	01/26/2015	LUCAS OCHOA	110.00
189654	01/26/2015	OFFICE MAX INCORPORATED	6,619.26
189655	01/26/2015	PACIFIC RESEARCH & EVALUATION ATTN: STEVEN RIDER, PRES.	3,829.32
189656	01/26/2015	PARKWAY LAWNMOWER SHOP	556.70
189657	01/26/2015	LARRY RADDEN	1,734.07
189658	01/26/2015	SC ASSOCIATED STUDENT BODY	117.00
189659	01/26/2015	LINDSAY STEINRIEDE	342.00
189660	01/26/2015	TIERNEY M. SUTTON	2,924.06
189661	01/26/2015	NICK TRANI	160.00
189662	01/26/2015	NICK TRANI	576.00
189663	01/26/2015	NICK TRANI	208.00
189664	01/26/2015	NICK TRANI	128.00

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

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Checks Dated 01/07/2015 through 02/02/2015

Check Number	Check Date	Pay to the Order of	Check Amount
189665	01/26/2015	NATHAN VONAHCEN	110.00
189666	01/26/2015	DAVID WILLNER	100.00
189667	01/26/2015	FENTRISS WINN	128.00
189668	01/26/2015	FENTRISS WINN	128.00
189669	01/26/2015	DAIRY DEPOT	62.79
189670	01/26/2015	OFFICE MAX INCORPORATED	33.41
189671	01/27/2015	MARINA AMINY	458.94
189672	01/27/2015	B & H PHOTO-VIDEO CENTER	7,818.00
		Unpaid Sales Tax	625.44
		Expensed Amount	8,443.44
189673	01/27/2015	BLAIR'S TOWING	213.00
189674	01/27/2015	BLICK ART MATERIALS	207.36
189675	01/27/2015	TAMARA BOSTWICK	107.75
189676	01/27/2015	DR. DAVID BUGAY	257.31
189677	01/27/2015	CCCCSSAA C/O BRUCE PATT	300.00
189678	01/27/2015	CCLC/CCCAA CONVENTION	200.00
189679	01/27/2015	CCLC/CCCAA CONVENTION	350.00
189680	01/27/2015	TROJAN BRAND CONDOMS C/O CHURCH & DWIGHT CO.	237.50
189681	01/27/2015	COADN-SOUTH % DR. KAREN COWELL, DEAN	250.00
189682	01/27/2015	GREEN THUMB INTERNATIONAL	38.75
189683	01/27/2015	LIEBERT CASSIDY WHITMORE 2015 PSEL	1,000.00
189684	01/27/2015	TEDDI LORCH	31.48
189685	01/27/2015	RYAN MALIGIE	20.67
189686	01/27/2015	TOTTY PRINTING	1,162.21
189687	01/27/2015	BRENNA NORRIS	72.15
189688	01/27/2015	PACIFIC COACHWAYS CHARTER SERVICES, INC.	1,690.51
189689	01/27/2015	PAPA PESTICIDE APPLICATORS ASSOC.	160.00
189690	01/27/2015	PHOENIX GROUP INFORMATION SYS.	894.95
189691	01/27/2015	PIERTECH INC	9,500.00
189692	01/27/2015	REGENCY LIGHTING	142.56
189693	01/27/2015	S & B FOODS CATERING DIVISION	444.53
189694	01/27/2015	SAFEWAY, INC.	75.12
189695	01/27/2015	SESAC, INC.	2,662.62
189696	01/27/2015	LAURA SOBCHIK	499.62
189697	01/27/2015	SO. ORANGE CO. COMM. COL.DIST	6,000.00
189698	01/27/2015	SOUTHLAND FLOORING INC.	14,435.00
189699	01/27/2015	SPECTRUM CHEMICAL MFG. CORP.	858.85
189700	01/27/2015	CENTRAL CASHIER'S OFFICE	4,308.12 *
Cancelled on 01/28/2015, Cancel Register # AP01282015A			
189701	01/27/2015	THE US GRANT HOTEL	515.66
189702	01/27/2015	VERIZON WIRELESS	36.80
189703	01/27/2015	VISTA PAINT CORPORATE OFFICE	89.02
189704	01/27/2015	STEVE WEIBEL	22.16
189705	01/27/2015	XEROX CORPORATION	4,689.12
189706	01/27/2015	SMART & FINAL	502.91
189707	01/27/2015	ASSET SYSTEMS INC	2,188.00
189708	01/27/2015	CDW GOVERNMENT, INC.	3,835.66

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Checks Dated 01/07/2015 through 02/02/2015

Check Number	Check Date	Pay to the Order of	Check Amount
189709	01/27/2015	CRI ELECTRIC, INC	29,880.00
189710	01/27/2015	C.W. DRIVER CONTRACTORS INC.	898,462.88
189711	01/27/2015	EPD SOLUTIONS, INC.	6,756.25
189712	01/27/2015	I3 SOLUTIONS C/O IDEN SADEGHIEH	10,065.00
189713	01/27/2015	KITCHELL CEM	46,718.00
189714	01/27/2015	MERIDIAN IT INC	21,090.00
189715	01/27/2015	NINYO & MOORE	497.50
189716	01/27/2015	PARSONS BRINCKERHOFF, INC.	975.00
189717	01/27/2015	REDISQ TECHNOLOGIES	5,400.00
189718	01/27/2015	S & B FOODS CATERING DIVISION	75.22
189719	01/27/2015	S & B FOODS CATERING DIVISION	40.99
189720	01/27/2015	SANDI SEMBIAZZA	52.18
189721	01/27/2015	UNITED SITE SERVICES OF CALIFORNIA, INC.	4,814.36
189722	01/28/2015	A-1 AWARDS	690.66
189723	01/28/2015	ADVANCE BEAUTY COLLEGE, INC.	46,118.25
189724	01/28/2015	ADVANCED SAFETY DEVICES	2,366.58
189725	01/28/2015	JAY AMOS	180.00
189726	01/28/2015	JAY AMOS	180.00
189727	01/28/2015	JAY AMOS	360.00
189728	01/28/2015	JAY AMOS	130.00
189729	01/28/2015	JAY AMOS	130.00
189730	01/28/2015	AT & T	28.49
189731	01/28/2015	CANON SOLUTIONS AMERICA, INC.	39.93
189732	01/28/2015	DR. NANCY CARRITTE INDUSTRIAL PSYCHOLOGIST	4,600.00
189733	01/28/2015	CASTA DEL SOL	150.00
189734	01/28/2015	KATLIN CHOI	377.21
189735	01/28/2015	COLLEGE OF THE DESERT	425.00
189736	01/28/2015	CYNOSURE NEW MEDIA, INC.	2,500.00
189737	01/28/2015	EL PRADO GOLF COURSE	171.00
189738	01/28/2015	FEDERAL EXPRESS	48.76
189739	01/28/2015	FERGUSON ENTERPRISES INC #1350	82.68
189740	01/28/2015	FISHER SCIENTIFIC	274.11
189741	01/28/2015	FITNESS ANYWHERE LLC	2,618.91
189742	01/28/2015	FREEWAY AUTO SUPPLY	178.05
189743	01/28/2015	W. W. GRAINGER	303.58
189744	01/28/2015	GRANICUS, INC.	1,075.00
189745	01/28/2015	JEANNE HARRIS-CALDWELL	418.18
189746	01/28/2015	HIGHER EDUCATION PUBLICATIONS	75.00
189747	01/28/2015	THE HILLS HOTEL	75.94
189748	01/28/2015	HOLIDAY INN EXPRESS	2,649.92
189749	01/28/2015	HUMANSCALE	415.50
189750	01/28/2015	ANTHONY HUNTLEY	61.43
189751	01/28/2015	IRVINE RANCH WATER DIST.	1,531.59
189752	01/28/2015	BILL JAY	556.88
189753	01/28/2015	JOHNSTONE SUPPLY	237.58
189754	01/28/2015	JEFF KAUFMANN	714.96
189755	01/28/2015	LAERDAL MEDICAL CORP.	47,999.12
189756	01/28/2015	LAGUNA GRAPHIC ARTS, INC.	1,171.96

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Checks Dated 01/07/2015 through 02/02/2015

Check Number	Check Date	Pay to the Order of	Check Amount
189757	01/28/2015	LEE ARMSTRONG CO., INC.	1,200.00
189758	01/28/2015	M-R MUSIC	205.48
189759	01/28/2015	MAGNA PUBLICATIONS, INC.	26.00
		Unpaid Sales Tax	1.60
		Expensed Amount	27.60
189760	01/28/2015	MAIN GRAPHICS	3,749.66
189761	01/28/2015	APRIL MALDEN	120.00
189762	01/28/2015	MAQUINSAL SEWING MACHINE CO.	657.10
189763	01/28/2015	MARK IV COMMUNICATIONS, INC.	1,649.46
189764	01/28/2015	MATCO TOOLS MARK JACOBSON	552.34
189765	01/28/2015	MC CALLUM GROUP, INC.	4,000.00
189766	01/28/2015	McMASTER CARR SUPPLY CO.	224.22
189767	01/28/2015	AUTONATION SHARED SERVICE CTR SOUTH CALIFORNIA	3.34
189768	01/28/2015	MIKE BROWN GRANDSTANDS, INC.	750.00
189769	01/28/2015	MARCIA MILCHIKER	48.99
189770	01/28/2015	SOPHIE MILLER	208.00
189771	01/28/2015	TOTTY PRINTING	1,020.99
189772	01/28/2015	MSC INDUSTRIAL SUPPLY CO.	160.05
189773	01/28/2015	NEW PIG CORPORATION	252.01
		Unpaid Sales Tax	17.28
		Expensed Amount	269.29
189774	01/28/2015	NEW YORK TIMES	30.29
189775	01/28/2015	NEWPORT COMPUTER SOLUTIONS	3,695.76
189776	01/28/2015	ORANGE CO. BUSINESS JOURNAL	1,750.00
189777	01/28/2015	OFFICE MAX INCORPORATED	7,513.87
189778	01/28/2015	ORKIN PEST CONTROL 711	4,234.00
189779	01/28/2015	PETE'S ROAD SERVICE	135.24
189780	01/28/2015	PLAYSCRIPTS, INC	100.00
189781	01/28/2015	NEW VISION CONSTRUCTION DAVID PUFAHL	14,806.90
189782	01/28/2015	QUARK ENTERPRISES, INC.	2,826.48
189783	01/28/2015	S & B FOODS CATERING DIVISION	87.59
189784	01/28/2015	HENRY SCHEIN, INC.	1,378.59
189785	01/28/2015	GLEN STEVENSON	245.28 *
Cancelled on 01/29/2015. Cancel Register # AP01292015B			
189786	01/28/2015	TOTALLY CHOCOLATE	1,434.14
		Unpaid Sales Tax	110.40
		Expensed Amount	1,544.54
189787	01/28/2015	TUSTIN AWARDS, INC.	108.00
189788	01/28/2015	VWR INTERNATIONAL, INC.	1,599.90
189789	01/28/2015	YALE/CHASE EQUIPMENT AND SERVICES, INC.	231.27
189790	01/28/2015	ZAMA SPORTS	699.84
189791	01/28/2015	ANTIMITE TERMITE & PEST CNTRL	65.00
189792	01/29/2015	CHRISTIAN ALVARADO	44.28
189793	01/29/2015	ASICS	825.70
189794	01/29/2015	JOYCE BARTLOMAIN	15.53
189795	01/29/2015	BLACK SHEEP	36,038.84
189796	01/29/2015	CHILDREN'S CENTER AT CALTECH ATTN: ECSTEM CONFERENCE	470.00
189797	01/29/2015	4CSD ATTN: JAN SCHARDT	50.00

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Checks Dated 01/07/2015 through 02/02/2015

Check Number	Check Date	Pay to the Order of	Check Amount
189798	01/29/2015	CINTAS CORPORATION	70.90
189799	01/29/2015	COADN-SOUTH % DR. KAREN COWELL, DEAN	250.00
189800	01/29/2015	COMPUTROLS, INC.	2,000.00
189801	01/29/2015	BARBARA COX	180.21
189802	01/29/2015	CHRISTINA GHANBARPOUR	1,126.67
189803	01/29/2015	BRUCE GILMAN	196.53
189804	01/29/2015	W. W. GRAINGER	53.66
189805	01/29/2015	GERLIE JELTEMA	561.27
189806	01/29/2015	MARGOT LOVETT	674.00
189807	01/29/2015	JAKE MUNNS	110.00
189808	01/29/2015	HEIDI M. OCHOA	1,225.00
189809	01/29/2015	MONIQUE PAIGE	299.32
189810	01/29/2015	RAISE FOUNDATION	187.44
189811	01/29/2015	S & B FOODS CATERING DIVISION	7,063.87
189812	01/29/2015	SAFEWAY, INC.	28.99
189813	01/29/2015	SHERATON SAN DIEGO HOTEL, MISSION VALLEY	301.92
189814	01/29/2015	SHERATON SAN DIEGO HOTEL, MISSION VALLEY	704.15
189815	01/29/2015	SILVER STAR DISPLAYS	11,806.41
189816	01/29/2015	SILVINO'S PRO FLASH RX, INC.	93.00
189817	01/29/2015	SKS, INC. PETROLEUM DISTRIBUTORS	1,777.72
189818	01/29/2015	SO. COAST FIRE PROTECTION	450.00
189819	01/29/2015	SPINITAR PRESENTATION PRODUCTS INC.	59,076.99
189820	01/29/2015	TVPAINT DEVELOPPEMENT	12,700.00
189821	01/29/2015	UNITED SITE SERVICES OF CALIFORNIA, INC.	280.48
189822	01/29/2015	CENTRAL CASHIER'S OFFICE	3,989.00
189823	01/29/2015	THE US GRANT HOTEL	515.66
189824	01/29/2015	ANASTASIA VENDROVSKY	130.17
189825	01/29/2015	ANDERSON & HOWARD ELECTRIC	94,031.00
189826	01/29/2015	CDW GOVERNMENT, INC.	361.58
189827	01/29/2015	LIONAKIS	8,684.96
189828	01/29/2015	PENN CORPORATE RELOCATION SERVICES, INC.	336.00
189829	01/29/2015	S & B FOODS CATERING DIVISION	195.42
189830	01/29/2015	SIERRA-CEDAR, INC.	119,042.50
189831	02/02/2015	A-1 AWARDS	135.79
189832	02/02/2015	ARROWHEAD MOUNTAIN SPRING WATER CO.	46.43
189833	02/02/2015	AT & T MOBILITY	12.04
189834	02/02/2015	AT & T	898.08
189835	02/02/2015	BATTERIES PLUS	224.55
189836	02/02/2015	CHRIS BOOKE	1,105.00
189837	02/02/2015	BSG GRAPHICS, INC.	876.06
189838	02/02/2015	CALIFORNIA ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	775.00
189839	02/02/2015	COMPENDIUM LIBRARY SERVICES	1,254.75
189840	02/02/2015	ALAN CRAWLEY	1,190.00
189841	02/02/2015	EUROPRINT, INC.	847.80
189842	02/02/2015	FISHER SCIENTIFIC	364.49
189843	02/02/2015	RENEE GARCIA	145.26
189844	02/02/2015	OFFICE MAX INCORPORATED	10,833.73
189845	02/02/2015	PASCO SCIENTIFIC	145.60

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Checks Dated 01/07/2015 through 02/02/2015

Check Number	Check Date	Pay to the Order of	Check Amount
189846	02/02/2015	LA NELL PEEBLES	56.95
189847	02/02/2015	QUICK CAPTION	6,120.00
189848	02/02/2015	RAININ INSTRUMENTS LLC	73.47
189849	02/02/2015	REI	432.00
189850	02/02/2015	ROAD WARRIORS	2,550.00
189851	02/02/2015	RYONET CALIFORNIA	306.34
		Unpaid Sales Tax	1.43
		Expensed Amount	307.77
189852	02/02/2015	S & B FOODS CATERING DIVISION	4,842.07
189853	02/02/2015	SAFEWAY, INC.	17.46
189854	02/02/2015	SCANNX INC	5,389.20
189855	02/02/2015	JEFFREY SEGAL	1,190.00
189856	02/02/2015	SHIFFLER EQUIPMENT SALES, INC.	1,587.96
189857	02/02/2015	SMART & FINAL	130.32
189858	02/02/2015	DEBORAH SNYDER	201.20
189859	02/02/2015	GLEN STEVENSON	248.28
189860	02/02/2015	PATRIC TAYLOR	107.99
189861	02/02/2015	TEAM ATHLETICS	388.80
189862	02/02/2015	ATTN: TEAM DEPARTMENT TENNIS WAREHOUSE	356.85
		Unpaid Sales Tax	1.66
		Expensed Amount	358.51
189863	02/02/2015	TROXELL COMMUNICATIONS, INC.	597.25
189864	02/02/2015	VWR INTERNATIONAL, INC.	368.39
189865	02/02/2015	WARD'S SCIENCE	652.22
189866	02/02/2015	WELLS FARGO BANK #1606	1,867.00
189867	02/02/2015	WELLS FARGO #2496	2,717.96
189868	02/02/2015	WELLS FARGO BANK #2785 PAYMENT REMITTANCE CENTER	2,544.28
		Unpaid Sales Tax	1.60
		Expensed Amount	2,545.88
189869	02/02/2015	WORLD BOOK, INC.	916.93
189870	02/02/2015	YALE/CHASE EQUIPMENT AND SERVICES, INC.	530.36
189871	02/02/2015	YBP LIBRARY SERVICES	130.35
189872	02/02/2015	ZIMBALIST, JACQUELINE	138.00
189873	02/02/2015	OFFICE MAX INCORPORATED	39.84
189874	02/02/2015	TREE ENTERPRISES, LLC	307.50
		Unpaid Sales Tax	23.40
		Expensed Amount	330.90
189875	02/02/2015	WELLS FARGO BANK #1606	113.76
189876	02/02/2015	JACKSON, DE MARCO, TIDUS, & PECKENPAUGH	31,113.70
189877	02/02/2015	MC KENNA LONG & ALDRIDGE, LLP	563.50
189878	02/02/2015	SIERRA-CEDAR, INC.	21,978.70
189879	02/02/2015	STRATA INFORMATION GROUP	37,447.92
189880	02/02/2015	SWEETWATER	4,700.90
		Unpaid Sales Tax	369.12
		Expensed Amount	5,070.02
189881	02/02/2015	WELLS FARGO #2496	568.80
		Total Number of Checks	871
			7,839,798.95

Includes checks for only Bank Account COUNTY

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

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Checks Dated 01/07/2015 through 02/02/2015

Check Number	Check Date	Pay to the Order of	Check Amount
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	Count	Amount
Cancel	3	4,853.40
Net Issue		<u>7,834,945.55</u>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	735	3,414,389.50
12	Child Development Fund	13	4,569.78
40	Capital Outlay Fund	113	4,049,262.44
68	Self-Insurance Fund	3	13,736.67
71	Retiree Benefit Fund	4	359,986.21
Total Number of Checks		868	7,841,944.60
Less Unpaid Sales Tax Liability			6,999.05
Net (Check Amount)			<u><u>7,834,945.55</u></u>

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

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Checks Dated 01/07/2015 through 02/02/2015

Check Number	Check Date	Pay to the Order of	Check Amount
011350	01/08/2015	AMERICAN EXPRESS TRAVEL RELATED SERVICES CO INC	1,260.40
011351	01/12/2015	GREGORY J. ATWOOD THE GLASS SPECTRUM	487.50
011352	01/12/2015	EDUCATION TO GO	11,521.50
011353	01/12/2015	KAYLAA FOX	271.10
011354	01/12/2015	MASTERS NOTARY ACADEMY	1,575.00
011355	01/16/2015	GOOD TIMES TRAVEL, INC.	10,202.00
011356	01/16/2015	OFFICE MAX INCORPORATED	319.57
011357	01/22/2015	ESTELLA GARRISON	486.32
011358	01/22/2015	DENISE LUDES	8.41
011359	01/30/2015	WIKI THINK	984.00
011360	01/30/2015	CONSTANT CONTACT	936.00
011361	01/30/2015	KAYLAA FOX	381.15
Total Number of Checks			12
			28,432.95

Includes checks for only Bank Account SC-CMED

Fund Summary

Fund	Description	Check Count	Expensed Amount
09	SC Community Education Fund	12	28,432.95
Total Number of Checks		12	28,432.95
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			28,432.95

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ESCAPE **ONLINE**
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Checks Dated 01/07/2015 through 02/02/2015

Check Number	Check Date	Pay to the Order of	Check Amount
009352	01/08/2015	WELLS FARGO #1606	25.47
009353	01/12/2015	EDUCATION TO GO	280.00
009354	01/30/2015	EDUCATION TO GO	668.00
009355	01/30/2015	WALTER BROWN	54.00
009356	01/30/2015	SOO IHM	153.00
Total Number of Checks			5
			1,180.47

Includes checks for only Bank Account IVC-CMED

Fund Summary

Fund	Description	Check Count	Expensed Amount
07	IVC Community Education Fund	5	1,180.47
Total Number of Checks		5	1,180.47
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			1,180.47

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

ESCAPE **ONLINE**

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Purchase Orders/Confirming Requisitions
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/confirming requisitions, and purchase change listings are submitted for approval of the Board of Trustees.

STATUS

Purchase orders numbered P15-03048 through P15-03371 amounting to \$2,163,931.08 are submitted to the Board of Trustees for approval. Confirming requisitions dated January 7, 2015 through February 2, 2015 totaling \$77,443.88 are also submitted.

RECOMMENDATION

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

(See Last Page) ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-03048	SCANTRON CORPORATION	.	Scantrons for Language Lab	77.45
P15-03049	WELLS FARGO #4955 ASG-SBC	.	Office Supplies	106.92
P15-03051	SPECTRUM INDUSTRIES, INC.	.	Media Room Upgrades	3,696.19
P15-03052	NAPAHE LINDA RYAN, DRAKE UNIVERSITY	.	Membership 2015	250.00
P15-03053	EPLUS TECHNOLOGY, INC	.	Power Injectors	4,543.11
P15-03054	CDW-G COMPUTER CENTERS	.	Music Education Technology	6,232.79
P15-03055	WELLS FARGO #3317	.	Adobe Photoshop	86.39
P15-03056	COMPRESSOR PARTS & REPAIR INDUSTRIES	.	Compressor for Mfg Classes	6,384.38
P15-03057	SYSTEMS SOURCE, INC.	.	Furniture for TAS 124	32,882.71
P15-03058	BSN SPORTS	.	Mens Baseball Supplies, Net, Bench	1,878.28
P15-03059	MY SPORT	.	Womens Soccer Balls	972.00
P15-03060	CDW-G COMPUTER CENTERS	.	Scanners for Purchasing Dept. & Warehouse	1,927.54
P15-03061	FRANCHISE TAX BOARD	.	Nonresident Withholding Payment	580.21
P15-03062	IDEAL DATA SOLUTIONS, INC.	.	Services for Filing 1099	800.00
P15-03063	COUNCIL FOR RESOURCE DEVELOP.	.	Approved Membership Purchase	325.00
P15-03064	SWEETWATER	.	Music Lab Cable Lock	1,317.93
P15-03065	U.S. POSTAL SERVICE MISSION VI EJO POST OFFICE	.	Standard Mail Permit #29	220.00
P15-03066	DIGITAL ARCHITECTURE	.	eCatalog IVC & SC	135,856.00
P15-03067	NEXT TECHNOLOGIES, INC. dba NEXTDESK	.	Desk - SSC Counseling	1,753.76
P15-03068	FRY'S ELECTRONICS	.	Order Wireless Pointers	194.34
P15-03069	OC TREASURER-TAX COLLECTOR REV ENUE RECOVERY/	.	Communication Charge	3,216.00
P15-03070	SIGNATURE FLOORING, INC.	.	Replace Flooring in SSC Game Room	6,250.00
P15-03071	HOIST SERVICE CO., INC.	.	Install Rotary Lift at TAS	24,045.00
P15-03072	1-WORLD GLOBES & MAPS	.	Classroom Globe on Castors for Instruction	4,054.95
P15-03073	KINSMAN CONSTRUCTION INC	.	Repair Soil and Concrete at TAS	39,305.00
P15-03074	GAYLE'S EMBROIDERY	.	Embroidery Services/IVC Athletics	1,000.00
P15-03075	UNILETE INCORPORATED	.	Softball Uniform Supplies	1,708.80
P15-03076	H2 ENVIRONMENTAL CONSULTING SERVICES, INC.	.	Limited Prelim Microbial Assessment SM	850.00
P15-03077	P.J. OF SOUTHERN CALIFORNIA IR VINE	.	Choose a Major Workshop Refreshments	551.73
P15-03078	SCANTRON CORPORATION	.	Scantron Forms	103.63
P15-03079	SSP INCORPORATED dba JORGENSEN LOCKERS	.	Lockers for Drawing & Painting	4,150.50
P15-03080	SILVER STAR DISPLAYS	.	Pipe & Draping for Fine Arts Classroom Instruction	11,806.41
P15-03081	WELLS FARGO #1606	.	Refreshments for Strategic Oversight Work Group	150.00
P15-03082	AARDVARK CLAY AND SUPPLIES	.	Glazes, Fee Based Supplies	364.02
P15-03083	QWICKLY, INC	.	Qwickly+ Bb Plug-In License	2,000.00
P15-03084	NATIONAL INSTRUMENTS	.	LabView and Multisim Renewal	2,204.80
P15-03085	W. W. GRAINGER	SC WAREHOUSE	Delivery Equip Hand Truck Tires	224.91

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PO Number	Vendor Name	Loc	Description	Order Amount
P15-03086	OC TREASURER-TAX COLLECTOR REV ENUE RECOVERY/		Communication Charges	975.15
P15-03087	SOUTH COAST FAMILY MEDI-CENTE R, INC.		Repirator fit test training for pulmonary medical clearances	1,300.00
P15-03088	SADDLEBACK VALLEY UNIFIED SCH OOL DISTRICT		CTE Regional Consortium Faculty Network	391.58
P15-03089	GUEST ARTISTS		Jazz Day Artist	3,000.00
P15-03090	BAKER & TAYLOR		Library Books	830.91
P15-03091	B & H PHOTO		Cord Concealer	6.47
P15-03092	CHRONICLE OF HIGHER EDUCATION BULLETIN BOARD		Subscription: The Chronicle of Higher Education	89.00
P15-03093	ORANGE CO. BUSINESS JOURNAL		OC Business Journal Subscription	99.00
P15-03094	DICK BLICK COMPANY		Student Art Supplies	207.36
P15-03095	WELLS FARGO #3317		Carbon Dioxide Generator	36.22
P15-03096	CROWN VALLEY CLEANERS		dry cleaning	553.99
P15-03097	NCS PEARSON, INC. dba PEARSON ASSESSMENTS		Smarthinking Online Tutoring	10,000.00
P15-03098	DICK BLICK COMPANY		Needle Tools and Illustration Board	1,827.14
P15-03099	BEST BUY BUSINESS ADVANTAGE	Bldg W/Com Arts	Monitors for Computer Replacement Package	9,377.23
P15-03100	DICK BLICK COMPANY		Pencils, Pastels, Paper, Exacto Blades	1,810.05
P15-03101	OXFORD UNIVERSITY PRESS ORDER DEPT.		Library Ebook Hosting Fee	35.00
P15-03102	SWRCB ACCOUNTING OFFICE ATTN: AFRS	SC Science	Storm Water Permit Fees Sciences Bldg	606.00
P15-03103	DISCOVERY BENEFITS, INC.		Retiree Benefit Billing Services	3,500.00
P15-03104	WELLS FARGO #3317 (DISTRICT)		Refreshments for Vice Squad Task Force Meeting	216.00
P15-03105	OC Treasurer-Tax Collector		Registrar of Voters Services/Supplies	389,455.51
P15-03106	CHEMGLASS LIFE SCIENCES LLC		Glassware Order	4,608.05
P15-03107	EZ-GO/TEXTRON		Cart Charger Open Circuit	660.86
P15-03108	WELLS FARGO #1606		Brekel Animation Software	398.16
P15-03109	BLACKBAUD, INC.		BBNC Custom SSL Subscription	150.00
P15-03110	ORANGE COUNTY REGISTER		Bid Ad for Contract Mngmnt Systems 12/18 & 26	1,062.00
P15-03111	AMERICAN PORTABLE STORAGE		Steel Container	4,312.52
P15-03112	FLINN SCIENTIFIC, INC.		Glassware Order	1,177.61
P15-03113	VWR		Glassware Order	2,458.72
P15-03114	QUARK ENTERPRISES, INC.		Glassware Order	2,826.48
P15-03115	FISHER SCIENTIFIC		Glassware Order	5,858.55
P15-03116	SPECTRUM LABORATORY PRODUCTS		Glassware Order	1,316.30
P15-03117	ANTHONY TENG		Project 287 - iMac for the Entrepreneurship Center	2,497.82
P15-03118	BANG PRINTING		IVC Student Handbook	1,894.32
P15-03119	SADDLEBACK BOOKSTORE - #286 FO LLETT HIGHER EDUCATION GROUP		Textbooks through the Enrollment Growth Grant	2,500.00
P15-03120	WELLS FARGO #3317		Printer	161.99

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PO Number	Vendor Name	Loc	Description	Order Amount
P15-03121	CDW-G COMPUTER CENTERS	.	VMWare Workstation	269.08
P15-03122	METALOGIX SOFTWARE	.	Metalogix SharePoint WebPart Renewal	2,388.00
P15-03123	ORANGE COUNTY REGISTER	.	Bid 17 IVC First Bldg 11/08 & 11/13	1,410.00
P15-03124	WESTERN REGIONAL HONORS COUNC C/O ANNE SCOTT	.	Membership Dues	75.00
P15-03125	W. W. GRAINGER	.	Respirator for Lab Tech	490.05
P15-03126	B & H PHOTO	.	Cameras, Zoom Recorders	8,443.44
P15-03127	SKS, INC. PETROLEUM DISTRIBUTO RS	.	Part for Motor Fleet	2,002.08
P15-03128	DELL MARKETING	.	Agile Sotrage Consulting Services	5,574.80
P15-03129	CAROLINA BIOLOGICAL SUPPLY	.	SSC Skeleton: Instructional Equipment	884.95
P15-03130	WARD'S SCIENCE	.	Clinometer, Compass, Wood	1,388.02
P15-03131	ADVANCED SAFETY DEVICES	.	Geography Brunton Transit	2,366.58
P15-03132	MSC INDUSTRIAL SUPPLY CO.	.	Dial Indicators #80740855	84.13
P15-03133	MSC INDUSTRIAL SUPPLY CO.	.	Dial Indicators 0-50 Reading #80740871	75.92
P15-03134	BIOPAC SYSTEMS, INC.	.	Instructional Equipment for Student Use	11,876.62
P15-03135	DIGI-KEY CORP. 610887	.	Parts for Electronics Classes	678.50
P15-03138	NEW PIG CORPORATION	.	Disposable Shop Towel	297.38
P15-03137	NASCO WEST INDUSTRIES, INC.	IVC Life Sci	Sheep Brain Specimens for Anatomy Class	1,135.81
P15-03138	PACIFIC ART GLASS	.	Boronitride Fee Based Supplies	60.36
P15-03139	AG CONSTRUCTION & CONTRACTING INC	.	SSC Exterior Overhang Painting	8,560.00
P15-03140	POCKET NURSE ENTERPRISES, INC.	.	Supplies for Nursing	142.15
P15-03141	GRACE TRAINING SUPPLY	.	Supplies for Nursing	132.60
P15-03142	TROXELL COMMUNICATIONS, INC.	.	AV System Upgrade for SIM313	63,953.12
P15-03143	CHEFS' TOYS	.	Sharpening Stone for Culinary Arts Classes	242.85
P15-03144	NETOP	.	Netop Maintenance Renewal	2,268.00
P15-03145	MAQUINSAL SEWING MACHINE CO.	.	Replacement Iron for Fashion Classes	657.10
P15-03146	FASHION SUPPLIES, INC	.	Replacement Equip. Dress Form for Fashion Classes	1,804.93
P15-03147	ERIC MARIENTHAL	.	Guest Artist for Jazz Picnic 2015	1,000.00
P15-03148	FOUR WINDS INTERACTIVE LLC	.	Digital Media Content Player	1,082.60
P15-03149	EN4ORM OFFICE INTERIORS	.	Furniture to Refurbish the HWC	10,237.75
P15-03150	WELLS FARGO #3317 (DISTRICT)	.	Projector and Screen	892.23
P15-03151	ENTRONIX LLC	.	Replace Power Meter in LRC	7,149.00
P15-03152	VWR	IVC Life Sci	Supplies & Materials for Bio. Lab Classes	200.70
P15-03153	INTERLIGHT INT'L LIGHTING CORP	.	F4T4 BL Bulb Code: WW-328A-9	97.26
P15-03154	CULVER-NEWLIN	.	Replacement Furniture-Attachment	8,067.60
P15-03155	FISHER SCIENTIFIC	.	Multi test Systems for Microbiology	1,193.84
P15-03156	CDW-G COMPUTER CENTERS	.	VMWare Fusion 7 Pro	144.00
P15-03157	XEROX CORPORATION	.	Staples for Xerox Workstation	140.68
P15-03158	SIGN A RAMA	.	Parking Lot Signs	585.38
P15-03159	CDW-G COMPUTER CENTERS	.	Laptops for PAC	4,197.24

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PO Number	Vendor Name	Loc	Description	Order Amount
P15-03160	HIGHER EDUCATION PUBLICATIONS		Higher Education Directory	75.00
P15-03161	TOTALLY CHOCOLATE		Promo Items	1,544.54
P15-03162	BLACKBAUD, INC.		BlackBaud Renewals	7,471.25
P15-03163	EPLUS TECHNOLOGY, INC		Twinox Cables	3,657.74
P15-03164	ALLSTEEL, INC. C/O QUALITY OFF ICE FURNISHINGS		Furniture to Add Additional Seating to Vets Center	1,923.11
P15-03165	IWORX SYSTEMS INC		Teaching Kits, Electrodes, Sensors, Monitors	28,709.72
P15-03166	FISHER SCIENTIFIC	IVC Life Sci	Materials & Supplies for Bio. Lab Classes	338.96
P15-03167	COPLAN AND COPLAN INC. dba SPE EDPRESS		Table for Marketing and Communication	1,109.21
P15-03168	THE COLAD GROUP, LLC		IVC Folders	4,148.90
P15-03169	SIGMA-ALDRICH CHEMICAL CO.		Chemicals for the Botany Lab	176.87
P15-03170	SPORTS WAREHOUSE TENNIS WAREHO USE		Womens Tennis Supplies	368.51
P15-03171	ASICS AMERICA CORPORATION		Womens Tennis Supplies	1,137.86
P15-03172	OTHER WORLD COMPUTING ATTN: ED UCATIONAL ACCOUNTS	Bldg W/Com Arts	Tool Kit for Repairing IMAC Computers	67.72
P15-03173	SAPPHIRE CATERING		Refreshments for Board Meetings	3,500.00
P15-03174	FASHION SUPPLIES, INC		Sewing Supplies Seam Ripper	1,675.01
P15-03175	ARNETTE EDWARDS		Workshop Trainer	1,200.00
P15-03176	HITT MARKING DEVICES, INC.		Self Inking Stamps	85.34
P15-03177	YALE/CHASE EQUIPMENT AND SERVICES, INC		IVC Cart Parts	1,536.81
P15-03178	WELLS FARGO #3317 (DISTRICT)	IB4	Engineering and Drafting Solar Panel, Batteries	1,765.47
P15-03179	SCANNX INC		SSC Scannex Book Scanner, Instructional Equipment	5,389.20
P15-03180	W. W. GRAINGER		Supplies Tools	1,248.27
P15-03181	WENGER CORPORATION		Cooling Fans	830.60
P15-03182	CDW-G COMPUTER CENTERS		VMWare Horizon Enterprise Renewal	6,250.00
P15-03183	NEWPORT COMPUTER SOLUTIONS, INC		vRangerPro Back-up System Renewal	3,695.76
P15-03184	SHIFFLER EQUIPMENT SALES, INC.		Chair Glides and Casters	1,587.96
P15-03185	GOODWAY TECHNOLOGIES CORP.		Tower Cleaner for HVAC Techs	4,590.20
P15-03186	OLDCASTLE PRECAST INC		ATEP Media Filters	1,268.50
P15-03187	DANIEL SMITH, INC.		Oil Paints	1,154.12
P15-03188	COLLEGE SOURCE, INC.		Transfer Evaluation Software Renewal	7,272.00
P15-03189	HOLLANDER GLASS, INC.		Fee Based Supplies' Sheet Glass	202.18
P15-03190	IRVINE PIPE & SUPPLY		Supplies for Plumber	1,157.78
P15-03191	BATTERIES PLUS, #440 LAKE FORE ST STORE		Fire Panel Batteries	224.55
P15-03192	BSN SPORTS		Baseball Field Cover Equipement	9,128.13
P15-03193	CABELA'S		Geog Equipment-Attachment	1,117.13
P15-03194	PACIFIC PARKING SYSTEMS, INC.		Refurbish (2) Parking Pay Station Machines	1,890.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P15-03195	WORLD BOOK, INC. ATTN: ORDER PROCESSING	.	Encyclopedias	916.93
P15-03196	WELLS FARGO #3317 (DISTRICT)	IB4	Motor, Battery, Scanner, Chaos Tower, etc	1,393.49
P15-03197	PASCO SCIENTIFIC	.	Instructional Supplies - Physics	145.60
P15-03198	GALL'S OF LONG BEACH	.	Uniform Purchase	122.03
P15-03199	AUTOMIC DESIGNS, INC.	.	Graphics for Parking Cart	190.00
P15-03200	UC REGENTS UCSD	.	Birch Aquarium Tour (MS20)	600.00
P15-03201	COUTTS LIBRARY SERVICES, INC. ATTN LINDA SILVER	.	Library Book.	39.66
P15-03202	WELLS FARGO #3317	.	Kick Down Door Stoppers	24.20
P15-03203	AMERICAN PSYCHOLOGICAL ASSN. ORDER DEPARTMENT	.	PsycArticles	1,972.30
P15-03204	THE FULCRUM GUY LLC	.	Diving Board Maint & Repair	2,730.00
P15-03205	KI P.O. BOX 8100	.	Upgrade Seating to Support 72 Student Classroom	7,156.08
P15-03206	A-Z GOLF CART SPECIALISTS, INC	.	Parts for Carts, Hose, Brake	498.18
P15-03207	B & P SERVICES, INC.	.	M300 Office Space Ductless Split Air Pump	8,165.00
P15-03208	BSN SPORTS	.	Baseball Equipment	2,035.80
P15-03209	CREATION ENGINE, INC.	.	SketchUp Pro Licenses for TAS	1,080.00
P15-03210	CDW-G COMPUTER CENTERS	.	Network Security Project	901.93
P15-03211	W. W. GRAINGER	SC WAREHOUSE	Safety Mirrors	292.03
P15-03212	WELLS FARGO #3317	.	Gel Pens, Software	151.40
P15-03213	WELLS FARGO #3317 (DISTRICT)	.	Projector Lamp	69.47
P15-03214	THE ADVISORY BOARD COMPANY	.	Education Advisory Board Membership	33,500.00
P15-03215	GLAXOSMITHKLINE PHARMACEUTICAL	.	Vaccines	688.70
P15-03216	TROJAN BRAND CONDOMS C/O CHURCH & DWIGHT CO.	.	Condoms	237.50
P15-03217	SPORTS ATTACK	.	Tennis Equipment - Ball Machine	7,146.84
P15-03218	DIVERSIFIED BUSINESS SERVICES	.	Table Covers	317.00
P15-03219	UC REGENTS UCSD	.	Self Guided Aquarium Tour (MS20/Bio19)	600.00
P15-03220	PACIFIC MARINE MAMMAL CENTER	.	Pacific Marine Mammal Center tour Bio19	300.00
P15-03221	SESAC, INC.	.	District Music License	2,662.62
P15-03223	OCEANSIDE PHOTO & TELESCOPE	.	Instructional Equipment for Student Use	2,551.50
P15-03224	SO. ORANGE CO. COMM. COLDIST	.	2014-2015 CARE Grants to Eligible Students	6,000.00
P15-03225	DICK BLICK COMPANY	.	Markers, Glue, Tape, Pads, Staples	1,092.33
P15-03226	BRUCE RADLOFF MEDICAL DISCOUNT	.	Supplies for EMT Class	2,666.90
P15-03227	AUTOMIC DESIGNS, INC.	.	Graphics for Police Vehicles	1,760.88
P15-03228	B & H PHOTO	.	Backdrop Paper	194.40
P15-03229	LAMINATION DEPOT, INC.	.	Laminating Film	46.51
P15-03230	THE EMBROIDERY STORE	.	Embroidery Services/IVC Golf program	3,000.00
P15-03231	GOENGINEER, INC.	.	Software License Renewal	265.68
P15-03232	MOREY'S MUSIC STORE, INC.	.	Violin Repairs	300.00
P15-03233	KIMBERLY PUGH	.	Contract Services	1,400.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P15-03234	EUOPRINT, INC.		Fast Fridays Flyers	847.80
P15-03235	SCANTRON CORPORATION		Scantron Test forms	1,349.31
P15-03236	WELLS FARGO #3317 (DISTRICT)		Printer Cartridges	129.58
P15-03237	WELLS FARGO #1606		NACE Membership Renewal	425.00
P15-03238	WELLS FARGO #3317 (DISTRICT)		UV light	31.99
P15-03239	TIFFANY BILLINGS		Contract Services Choreographer	1,600.00
P15-03240	APRIL MALDEN		Workshop Trainer	360.00
P15-03241	CI SOLUTIONS, CARD INTEGRATORS CORPORATION		Photo ID Ribbon URGENT replacement order	184.20
P15-03242	GALE SUPPLY COMPANY		Grounds Supplies	1,150.50
P15-03243	ANNE FITZGERALD		Reimbursement for Anne Fitzgerald	500.00
P15-03244	A-1 AWARDS		Name badges for CAS	73.71
P15-03245	THORLABS, INC.		CK03& K01 Termination/ConnectorTool Kits	1,627.37
P15-03246	HARDY DIAGNOSTICS		Premade Media for Microbiology	546.39
P15-03247	ONE SOURCE INDUSTRIES PROMOTIONS		Promotional Flashlights	2,766.81
P15-03248	APPLE COMPUTER, INC. ATTN: HIED SALES SUPPORT		Apple software renewal AELP	998.00
P15-03249	B & H PHOTO	Bldg W/Com Arts	SD cards	332.34
P15-03250	DLR GROUP		Design-build & criteria arch svcs for stadium	372,000.00
P15-03251	WELLS FARGO #3317 (DISTRICT)		Heater, Handycam kit	850.27
P15-03252	SMASHING SPORTS		Badminton supplies	1,056.00
P15-03253	EASTBAY TEAM SPORTS		Baseball/Basketball supplies	730.80
P15-03254	IMPRESSIONS GRAPHICS		Mens Volleyball supplies	658.44
P15-03255	WELLS FARGO #3317		Livescribe Pen and accessories	184.04
P15-03256	MERIT SOFTWARE		grammar fitness software	2,845.00
P15-03257	LAGUNA GRAPHIC ARTS, INC.		job fair flyers and display board	1,171.98
P15-03258	THE RAISE FOUNDATION		FKCE workshop rental fee	187.44
P15-03259	SILVINO'S PRO FLASH RX, INC.		Equipment Repair	93.00
P15-03260	USA SCIENTIFIC	IVC Life Sci	Supplies for Bio 94 lab exercise.	97.20
P15-03261	MOHAWK RESOURCES LTD dba MOHAWK LIFTS		Lift - Automotive Tech	8,008.50
P15-03262	PIERTECH INC		Instructional Equipment - Student Telescope Piers	23,020.00
P15-03263	A-1 AWARDS		President's Awards 2015	690.66
P15-03264	PLAYSCRIPTS, INC		Scripts and Scores of "High Fidelity"	100.00
P15-03265	CHEFS' TOYS		Replacement Equipment for Culinary Arts	391.65
P15-03266	MAQUINSAL SEWING MACHINE CO.		Replacement Equipment for Fashion	553.80
P15-03267	TECHSMITH CORP		Camtasia lic/maintenance renewal	1,589.60
P15-03268	WELLS FARGO #3317		C02 Inflator	26.19
P15-03269	THOMSON REUTERS - WEST CUSTOMER SERVICE D6-12		Book CA Ed Code 2015	76.68
P15-03270	MISSION VIEJO COUNTRY CLUB		Refreshments for DWPC retreat	2,500.00
P15-03271	WELLS FARGO #3317		Book Order	1,005.17
P15-03272	TUSTIN AWARDS, INC.		Kimono Show Recognition Plaque	108.00
P15-03273	CDW-G COMPUTER CENTERS		Network Refresh Cables	689.06

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PO Number	Vendor Name	Loc	Description	Order Amount
P15-03274	SHRED-IT		Destroy Computer Drives and Shred Paper	4,678.00
P15-03275	ALLSTEEL, INC. C/O QUALITY OFFICE FURNISHINGS		Furniture to Refurbish the HWC	14,717.65
P15-03276	PASCO SCIENTIFIC		Instructional Equipment Purchases - Physics	13,929.48
P15-03278	ZOOM VIDEO COMMUNICATIONS		Additional Licenses for Video Conferencing	566.08
P15-03279	WELLS FARGO #3317 (DISTRICT)	Gaming for IVC	Buisness Science Technology Instruction	1,446.67
P15-03280	SOUTH COAST FAMILY MEDI-CENTE R, INC.		Preplacement Examination	235.00
P15-03281	FISHER SCIENTIFIC		Instructional Supplies for Spring 2015	2,416.75
P15-03282	SPECTRUM LABORATORY PRODUCTS		Instructional Supplies for Spring 2015	623.86
P15-03283	VWR		Instructional Supplies for Spring 2015	1,145.82
P15-03284	FONTIS SOLUTIONS div of IMAGE DISTRIBUTION SERV		3 Part Loan Vouchers	378.00
P15-03285	WELLS FARGO #4955 ASG-SBC		Supply Purchase - Home Depot & Michaels	252.71
P15-03286	DYNAMISM, INC		Instructional Printer/Equipment	6,240.24
P15-03287	ALAN CRAWLEY		Production Contracted Services	1,180.00
P15-03288	JEFFREY SEGAL		Production Contracted Services	1,190.00
P15-03289	CHRIS BOOKE		Production Contracted Services	1,105.00
P15-03290	QUALITY OFFICE FURNISHINGS		Furniture to Refurbish the HWC	14,655.60
P15-03291	GREG CHAMBERLAIN dba WESTERN TURF EQUIPMENT INC		Basball Equipment - Field Cart	4,420.00
P15-03292	TUTTLE-CLICK FORD		Painting of Police Vehicles	4,499.12
P15-03293	CASBO CASBO PROFESSIONAL DEVELOPMENT		Institutional Membership	775.00
P15-03294	TANGRAM INTERIORS		Node Chairs for Honors and WS	10,808.48
P15-03295	HP CORPORATE HEADQUARTERS		Laptops for Completion of Maps in Transfer Center	13,749.34
P15-03296	WAWAK		Fabric and Elastic	579.18
P15-03297	CDW-G COMPUTER CENTERS		Additional VMWare Fusion License	72.00
P15-03298	G/M BUSINESS INTERIORS		B.I. Hmnmilr Sayl Task Chair - T.F.	479.81
P15-03299	HP CORPORATE HEADQUARTERS		HP Color Multifunction Printer	4,654.80
P15-03300	MONOPRICE, INC.		Cables and Adaptors for Media Services	429.99
P15-03301	BATTERY SYSTEMS OF ANAHEIM		Cart Fleet Parts: Batteries	814.20
P15-03302	ELECTRONIX EXPRESS		Parts for Electronic Classes	605.79
P15-03303	GEOPRIME MINERALS		Rock/Mineral Samples for Lab Use	1,433.20
P15-03304	DUNN-EDWARDS CORPORATION		Paint CDC Ceiling Borders	103.81
P15-03305	BSN SPORTS		Baseball Supplies	4,259.65
P15-03306	McMASTER CARR SUPPLY COMPANY		Physics Supplies - Teflon Sheet	53.97
P15-03307	AGUINAGA GREEN, INC.		Top Soil and Mulch for Grounds	1,296.00
P15-03308	ABS PRODUCTS		Replacement Engine Components	1,591.82
P15-03309	AUTOMOTIVE ELECTRONIC SERVICES		Tech500 All-in-One Service Tool	1,886.91
P15-03310	EN4ORM OFFICE INTERIORS		Ergonomic Chairs	3,245.78

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PO Number	Vendor Name	Loc	Description	Order Amount
P15-03311	WELLS FARGO #3317 (DISTRICT)		Display Rack	130.85
P15-03312	CDW-G COMPUTER CENTERS		Network Refresh Telephone Upgrade	1,753.11
P15-03313	CHASON KEY-WAY, INC. dba BUYAS AFE.COM		Wall Mount Drop Box	136.08
P15-03314	BUEHLER		Camera for Microscope for MFG Classes	1,804.22
P15-03315	SADDLEBACK MATERIALS COMPANY		Sand and Pea Gravel for Grounds	822.83
P15-03316	W. W. GRAINGER		Ceiling Mount Retractable Air Hose Reels	1,259.84
P15-03317	SEHI PROCOMP COMPUTER PRODUCTS		Multifunction Printer/Copier/Fax & Headphones	5,743.98
P15-03318	DAVID PUFAHL dba NEW VISION CO NSTRUCTION		Repair Recess Tiles in LRC Restroom	767.58
P15-03319	PACIFIC PARKING SYSTEMS, INC.		Parking Permit Machines	29,112.72
P15-03320	NETBRAIN TECHNOLOGIES, INC.		NetBrain Licensing and Maintenance	30,000.00
P15-03321	WORLDWIDE RECOVERY SYSTEMS, IN C.		Work Shop Essential Equip: Parts Washer	1,074.60
P15-03322	BSG GRAPHICS, INC.		Roll-Up Banner Signs	876.08
P15-03323	BSG GRAPHICS, INC.		Folders	2,184.08
P15-03324	CDW-G COMPUTER CENTERS		Printer	586.18
P15-03325	OC TREASURER-TAX COLLECTOR REV ENUE RECOVERY/		Communication Charges	2,925.45
P15-03326	GST CORPORATE HEADQUARTERS		AV System Upgrade for SSC 212	37,450.61
P15-03327	ARTICULATE GLOBAL, INC.		Six Software Licenses Supporting Online Tutoring	5,283.90
P15-03328	SO. COAST FIRE PROTECTION		Fire Extinguishers	5,076.00
P15-03329	WESTERN TIRE EQUIPMENT & SUPPL Y CO., INC.		Tire Cage 4 Bar XS Smart ProClone Sensor Plus	1,207.73
P15-03330	COMPENDIUM LIBRARY SERVICES		Library Computer Service Subscription Renewal.	1,254.75
P15-03331	McMASTER CARR SUPPLY COMPANY		Shop Supplies for DMP	146.76
P15-03332	CI SOLUTIONS, CARD INTEGRATORS CORPORATION		Proximity Tags for HS Building	182.02
P15-03333	CDW-G COMPUTER CENTERS		Headset for Facilities and Maintenance	311.21
P15-03334	CULVER-NEWLIN		CD Bookcase	305.16
P15-03335	KI P.O. BOX 8100		Furniture to Refurbish Interpreter Chairs	7,970.40
P15-03336	A-1 AWARDS		Retirement Plaque	135.79
P15-03337	DICK BLICK COMPANY		Taskboards	178.79
P15-03338	KELLY PAPER		Large Format Paper Supplies	179.94
P15-03339	ART SUPPLY WAREHOUSE		Wood Carving Sets	106.70
P15-03340	DIVERSIFIED BUSINESS SERVICES		Honors Program T-Shirts	997.53
P15-03341	MICRO CENTER		STEM supplies - Perkins - Appleman	300.00
P15-03342	ONE SOURCE INDUSTRIES PROMOTIO NS		Flag Highlighters with SOCCCD Logo fo Job Fair	2,181.00
P15-03343	ONE SOURCE INDUSTRIES PROMOTIO NS		Sharpie Pens for Job Fair - Promo	3,304.00
P15-03344	DELL MARKETING		Dell Battery for Laptop	91.47

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PO Number	Vendor Name	Loc	Description	Order Amount	
P15-03345	CERRITOS COLLEGE		Tabor-Venitsky	1,395.00	
P15-03346	FOUNDATION FO RENSICS		Tournament-Speech/Forensics		
P15-03347	LAGUNA CLAY CO.		B-Mix and I.B. Blend Clay	2,298.24	
P15-03347	AARDVARK CLAY AND SUPPLIES		Clay/Silica/Borate/Whiting	3,216.24	
P15-03348	BAKER & TAYLOR		Library Books	399.20	
P15-03349	FACILITIES PLANNING & PROGRAM SERVICES, INC		Cnsltnt- Facilities, DSA Closeout & Support Srves	45,000.00	
P15-03350	WELLS FARGO #3317		Wall Pad, Wood Blocks, Mathlink Cubes	229.53	
P15-03351	DIVERSIFIED BUSINESS SERVICES		Plastic Bags	2,791.00	
P15-03352	EN4ORM OFFICE INTERIORS		Upgrade Seating to Support 72 Student Classroom	8,726.83	
P15-03353	APPLE COMPUTER, INC. ATTN: HIE d SALES SUPPORT		iPads for Library	1,798.68	
P15-03354	OTHER WORLD COMPUTING ATTN: ED UCATIONAL ACCOUNTS	Bldg W/Com Arts	Hard Drives for Computer Upgrades	9,618.72	
P15-03355	BLACK SHEEP		Draperies for Black Box Theatre at IVC	8,225.98	
P15-03356	LIFETIME MEMORY PRODUCTS, INC.	Bldg W/Com Arts	Flash Drives for CTVR 101 Students	540.00	
P15-03357	WELLS FARGO #3317 (DISTRICT)		Apple Store.com	106.92	
P15-03358	BOUNTREE MEDICAL LLC		Supplies for Nursing	187.05	
P15-03359	RIO GRANDE ALBUQUERQUE		Silver, Tools, Stones, Burrs, Copper	1,005.35	
P15-03360	CONTRACT PAPER GROUP, INC.	SC WAREHOUSE	Stores White Paper	21,709.30	
P15-03361	CONTRACT PAPER GROUP, INC.	SC WAREHOUSE	Stores Pink Paper	2,309.47	
P15-03362	TIDEMARK SYSTEMS, INC.		HR/Fin./Bdgt./Software Subscription	122,400.00	
P15-03363	TIDEMARK SYSTEMS, INC.		HR/Fin./Bdgt./Software Imp. Srvs.	100,000.00	
P15-03364	3D RAPID PROTOTYPING INC.		3D Printer Supplies	269.88	
P15-03365	GUISELLE SCOTT		Workshop Trainer	720.00	
P15-03366	ROBERT WADDINGTON		Workshop Trainer	720.00	
P15-03367	SALLIE MILLER		Workshop Trainer	600.00	
P15-03368	ARNETTE EDWARDS		Workshop Trainer	120.00	
P15-03369	SARAI SANTAMARIA		Panelist	35.00	
P15-03370	POSTMASTER		Postage for FAD Invitation Mailing	100.00	
P15-03371	WELLS FARGO BANKS ACCOUNT ANAL YSIS		Wells Fargo Bank Fees	20,413.61	
Total Number of POs			321	Total	2,163,931.08

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	297	1,241,172.76
40	Capital Outlay Fund	23	921,458.32
88	Self-Insurance Fund	1	1,300.00
		Total	2,163,931.08

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ESCAPE ONLINE

Includes 01/07/2015 - 02/02/2015

Requisition Number	Vendor Name	Description	Requisition Total
RQ15-03277	YANCIE CARTER	Cal. Com. Col. Assessment Ass'n Conf.	114.37
RQ15-03278	BEEP COLCLOUGH	CCCCA Conference Fees	114.37
RQ15-03757	TOD A. BURNETT	Com. Col. League of Cal. Conference	800.00
RQ15-04038	PACIFIC COACHWAYS	Bus for Emeritus Field Trip	840.65
RQ15-04050	SUBWAY SANDWICHES & SALADS	High School Partnership Committee Lunch	190.00
RQ15-04083	WELLS FARGO #1608	Signage Hardware	113.76
RQ15-04093	PACIFIC COACHWAYS	Bus for Bridge 2 Engineering field trip	1,007.99
RQ15-04189	MONIQUE PAIGE	ConfReimb-Program for Infant Toddler Care	289.32
RQ15-04237	LISA INLOW	Items to be used by Catering Students	48.09
RQ15-04287	CORINE DOUGHTY	CCLC Annual Convention	1,345.88
RQ15-04290	NANCY MONTGOMERY	Health Services Ass'n Cal. Com Colleges conf.	475.00
RQ15-04347	ONE SOURCE INDUSTRIES PROMOTIONS	7" Madison Tan Promo Bears for Job Fair	3,103.68
RQ15-04353	DR. CRAIG JUSTICE	CCLC Conference, Nov 19-22, 2014	1,282.17
RQ15-04358	GLENN ROQUEMORE	American Ass'n of Com. Col. Conf.	3,700.00
RQ15-04379	BRENNAN NORRIS	OSSC Jan 15 Meeting Reimbursement	72.15
RQ15-04392	JEANNE HARRIS-CALDWELL	Therapy rooms equipment	418.18
RQ15-04393	BRITTANY RAMCHANDANI	Reimbursement for Postage Purchase	9.80
RQ15-04410	TOD A. BURNETT	Acred. Comm. for Col. & Com. College Conf.	676.37
RQ15-04415	SOPHIE MILLER	Reimbursement - ACCJC Trng Workshop	676.37
RQ15-04420	KEVIN O'CONNOR	Ass'n of Cal. Com. Col. Admin. Conf.	1,301.84
RQ15-04422	HEIDI M. OCHOA	Speech/Forensics Retreat	1,954.07
RQ15-04426	MINDI WOLF	CAPED Conf.	1,305.03
RQ15-04427	KENN HUBER	CMC3S Conf.	73.91
RQ15-04433	TIFFANI SMITH	National Womens' Studies Conf.	508.87
RQ15-04434	HEATHER STERN	2014 CATESOL Conf.	602.20
RQ15-04435	SUSAN STERN	2014 CATESOL Conf.	1,003.25
RQ15-04436	REBECCA GROFF	Athletic Counseling Conf.	125.53
RQ15-04437	CALE CRAMMER	National Model United Nations Conf.	681.02
RQ15-04441	SCHOLARSHIPS	Reimbursements for Uniforms/ATI Fees Nurse Student	377.11
RQ15-04442	TIFFANY TRAN	UC Counselor Conf.	50.00
RQ15-04443	TIFFANY TRAN	CSU Counselor Conf.	70.00
RQ15-04446	JEFF KAUFMANN	Reimburse for Bio 102 Field Trip F14	786.46
RQ15-04451	WELLS FARGO #3317 (DISTRICT)	Spin Wheel	208.20
RQ15-04458	EDWARD DE LA O	Ass'n of Community and Continuing Ed. Conf.	975.00
RQ15-04462	KEITH SHACKLEFORD	Cal. Com. Col. Athletic Ass'n Conf.	373.00
RQ15-04466	SCHOLARSHIPS	Scholarship for Nursing Student	189.50
RQ15-04467	WELLS FARGO #1608	Webinar for Capital Funding	289.00
RQ15-04468	SCHOLARSHIPS	Scholarship for Nursing Student	189.50
RQ15-04473	AMANDA ROMERO	UC Counselor's Conference	50.00
RQ15-04475	AMANDA ROMERO	CSU Counselors Conference	126.71
RQ15-04476	SCHOLARSHIPS	Reimbursements for Books/ATI Fees Nurse Student	633.11
RQ15-04477	CASBO CASBO PROFESSIONAL DEVELOPMENT	Cal. Ass'n of School Business Officials Workshop	410.00
RQ15-04480	SYLVIE GROTE	NEACSM Sports Conference	700.00
RQ15-04483	WELLS FARGO #1608	Downloadable contact list from OCBJ	250.00
RQ15-04484	WELLS FARGO #1608	HD BaseT Extender Kit for PAC	244.00

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Includes 01/07/2015 - 02/02/2015

Requisition Number	Vendor Name	Description	Requisition Total
RQ15-04488	WELLS FARGO #4983	Instructional supply purchase - Astronomy	534.80
RQ15-04495	TAMERA RICE	Conf. Reimb: Elsevier Faculty Development	1,654.62
RQ15-04498	TAMERA RICE	Reimbursement for flowers deceased student	47.52
RQ15-04501	DAVID BUGAY	Ass'n of Cal. Com. College Administrators Conf.	975.08
RQ15-04505	DR. CRAIG JUSTICE	Cal. Com. Col. Chief Instruc. Officers Conf.	1,730.00
RQ15-04507	ANDREW CRAVEN	Record Clerk Seminar	1,453.55
RQ15-04520	TOD A. BURNETT	Cal. Com. College Athletic Ass'n Conf.	700.00
RQ15-04525	WELLS FARGO #3317	Galaxy note case	41.59
RQ15-04527	STEPHEN DUBAY	Reimbursement for Samsung Galaxy Screen Repair	170.20
RQ15-04535	TERESA FLUEGEMAN	AACC - Wrkfrce Conf Jan 2015	850.00
RQ15-04538	GARY POERTNER	Cal. Com. College League of Cal. Conf.	1,000.00
RQ15-04540	FAWN TANRIVERDI	EOPS Tech Training Conf.	100.00
RQ15-04541	MAHSHID HAJIR	EOPS Tech Training Conf 3-3-15	490.00
RQ15-04545	GLENN ROQUEMORE	Com. College League Conference	954.88
RQ15-04548	NADINE HERNANDEZ	EOPS Tech Training Conf. 3/3/2015	490.00
RQ15-04548	SOPHIE MILLER	Reimbursement for Event Drycleaning	208.00
RQ15-04550	SUSAN KWAN	Employee Enrollment Fee Reimbursement	138.00
RQ15-04551	WELLS FARGO #3317 (DISTRICT)	Refreshments for Vice Squad Task Force Meeting	216.00
RQ15-04552	MATT BRODET	Reimburse Staff Member for Replacement Hard Drive	64.79
RQ15-04587	TAMERA RICE	Cal. Assoc. Degree Nursing Dir. Conf.	981.89
RQ15-04589	GLENN ROQUEMORE	Amer. Ass'n of Com. Col. Conv.	3,000.00
RQ15-04574	S & B FOODS CATERING DIVISION	Refreshments/Lunch for Dept. Meeting	202.88
RQ15-04580	DEBRA L. FITZSIMONS	Reimbursement for Cords & iPad Accessories	74.78
RQ15-04582	SCHOLARSHIPS	Scholarship for Nursing Student	438.30
RQ15-04583	SCHOLARSHIPS	Scholarship for Nursing Student	418.75
RQ15-04591	CAROL DANNA	Employee Enrollment Fee Reimbursement	92.00
RQ15-04592	A-1 AWARDS	Name Badges	610.74
RQ15-04593	LAURA SOBCHIK	Employee Enrollment Fee Reimbursement	138.00
RQ15-04594	DANA MANLEY	Employee Enrollment Fee Reimbursement	138.00
RQ15-04595	BSG GRAPHICS, INC.	Tip of the weekSigns	1,235.44
RQ15-04597	WELLS FARGO #1608	BIT Best Practice Certification Course	225.00
RQ15-04599	BAKER & TAYLOR	Library books.	228.93
RQ15-04600	DR. ROBERT BRAMUCCI	Workday Strategic Influencer Meetings	950.20
RQ15-04601	JIM GASTON	Workday Strategic Influencer Meetings	750.20
RQ15-04603	MARY ANSTADT	Reimbursement for CTE Transitions	167.29
RQ15-04612	GLENN ROQUEMORE	Pre-visit College of Alameda	753.00
RQ15-04615	TONY LIPOLD	Cal. Com. College Athletic Ass'n Conf.	1,201.00
RQ15-04616	WELLS FARGO #2785	SSL Plus Certificate	175.00
RQ15-04617	LINDA FONTANILLA	Ca. Com. Col. Chief Student Serv. Admin Ass'n conf	877.11
RQ15-04619	SANDY JEFFRIES	Pre-visit College of Alameda	753.00
RQ15-04620	S & B FOODS CATERING DIVISION	Lunch for Region 8 Winter Meeting	241.65
RQ15-04628	LIANNA ZHAO	Reverse Site Visit	1,475.00
RQ15-04627	DENICE INCIONG	Workday Strategic Influencer Meetings	750.20
RQ15-04630	JENNIFER FOROUZESH	Cal. Org. of Assoc. Degree Nursing Dir. Conf.	981.50
RQ15-04632	S & B FOODS	Meeting Breakfast Refreshments - Jan. 15th	38.77

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Includes 01/07/2015 - 02/02/2015

Requisition Number	Vendor Name	Description	Requisition Total
RQ15-04647	WELLS FARGO #3317 (DISTRICT)	California Education Code	81.34
RQ15-04655	BRIAN MONACELLI	Photonics West Conf.	1,832.00
RQ15-04668	FAWN TANRIVERDI	CalWORKs Assoc. Training Conf 2015	1,022.00
RQ15-04681	WELLS FARGO #2486	ASQ Orange Empire Monthly Meeting	75.00
RQ15-04689	SCHOLARSHIPS	Reimbursements for Books/ATI Fees Nurse Student	617.84
RQ15-04678	LAURA SOBCHIK	Conf. Reimb- CAI Vendor Selection/RFP Review	499.62
RQ15-04692	SANDI SEMBIAZZA	Reimbursement for Workday Expenses	52.18
RQ15-04700	GLEN STEVENSON	Reimburse for Items for MFG Classes	248.28
RQ15-04705	COASTLINE ROP	CTE Transition Faculty Articulation Network Night	281.07
RQ15-04708	HEIDI M. OCHOA	Speech/Forensics Retreat	2,444.07
RQ15-04709	MARINA AMINY	Conf. Reimb- CAI Vendor Selection/RFP Review	458.94
RQ15-04723	MARINA AMINY	Reimb.-CAI Saddleback Team Meeting	92.92
RQ15-04724	GERLIE JELTEMA	Conf. Reimb- CAI Vendor Selection/RFP Review	581.27
RQ15-04726	DAVIT S. KHACHATRYAN	IEI Advisory Committee Meeting	801.00
RQ15-04739	ANTHONY HUNTLEY	Reimbursement for Student Presentation Supplies	61.43
RQ15-04742	DR. ROBERT BRAMUCCI	Workday Meeting	571.20
RQ15-04743	S & B FOODS	Boxed Lunch for CalWORKs Student Support Group	324.00
RQ15-04744	JIM GASTON	Workday Meeting	571.20
RQ15-04745	DENICE INCIONG	Workday Meeting	571.20
RQ15-04747	DR. ROBERT BRAMUCCI	AACC Conference_2015-04-16 and 19	2,046.20
RQ15-04752	BRUCE GILMAN	Conf. Reimb- CAI Vendor Selection/RFP Review	186.53
RQ15-04753	BRENDA PLASCENCIA-CARRIZOSA	Early Childhood Stem Conf.	470.00
RQ15-04755	PAPA PESTICIDE APPLICATORS ASSOC.	Pesticide seminar for Luis Silva	80.00
RQ15-04756	PAPA PESTICIDE APPLICATORS ASSOC.	Pesticide seminar for Brian McMahon	80.00
RQ15-04759	ANGELA OROZCO-MAHANEY	Preview Day Supply	400.00
RQ15-04760	DIANE PESTOLESI	Cal. Org. of Assoc. Degree Nursing Dir. Conf.	989.76
RQ15-04767	GEORGINA GUY	Postage Reimbursement	19.99
RQ15-04768	GEORGINA GUY	Duplicating Reimbursement	52.29
RQ15-04774	ESTER GRAHAM	Public Law conference	560.00
RQ15-04775	TEDDI LORCH	Public Law Conference	560.00
RQ15-04778	JUAN AVALOS	Cal. Com. Col. Chief Stu. Serv. Admin. Conf.	330.00
RQ15-04782	LA NELL PEBBLES	Reimb: Videoconference Refreshments	58.95
RQ15-04805	SCHOLARSHIPS	Reimbursements for Uniforms/ATI Fees	330.50
RQ15-04815	ZIMBALIST, JACQUELINE	Employee Enrollment Fee Reimbursement	138.00
RQ15-04826	WELLS FARGO #3317	Cables	33.17
RQ15-04830	RENEE GARCIA	Reimbursement for Great Teachers Seminar Supplies	145.26
RQ15-04841	PATRICIA K. FLANIGAN	Reimbursement for President's PT Dinner	635.59
RQ15-04842	KATHRYN DAMM	Reimbursement President's PT Dinner	107.50
RQ15-04847	REBECCA KNAPP	Reimbursement for President's PT Dinner	67.52
RQ15-04848	DEBORAH SNYDER	Reimbursement for President's PT Dinner	201.20
RQ15-04868	KAREN MARTIN	Employee Enrollment Fee Reimbursement	92.00
RQ15-04801	ROBERT FARNSWORTH	Reimbursement Food for Open House	67.55
RQ15-04804	ROBERT FARNSWORTH	Reimbursement for Supplies	56.54

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ESCAPE ONLINE

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Includes 01/07/2015 - 02/02/2015

Requisition Number	Vendor Name	Description	Requisition Total
RQ15-04917	ANNE AKERS	Candy for High School Conference	250.00
RQ15-04921	LA NELL PEEBLES	Reimbursement for Postage	20.97
RQ15-04925	WELLS FARGO #2785	Replacement Parts for Horticulture Main Gate	150.00
RQ15-04931	DEBRA L. FITZSIMONS	Reimbursement for iPad Accessories	140.28
RQ15-04936	WELLS FARGO #2785	Port Phone Adapters for Fax Lines	193.52
RQ15-04945	ANGELA OROZCO-MAHANEY	Refreshments for Student Ambassadors Talent Show	175.00
RQ15-04955	DAVID B. LANG	Orange Co. School Board Conf.	32.00
RQ15-04956	TIMOTHY JEMAL	Orange Co. School Board Conf.	32.00
RQ15-04957	PRENDERGAST, T. J.	Orange Co. School Board Conf.	32.00
RQ15-04958	JIM WRIGHT	Orange Co. School Board Conf.	32.00
		Total	143
			77,441.48

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ESCAPE ONLINE

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Fund Summary			
Fund	Description	Requisition Count	Amount
01	General Fund	135	73,111.34
12	Child Development Fund	1	113.76
40	Capital Outlay Fund	7	4,216.38
		Total	77,441.48

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ESCAPE ONLINE

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 January 31, 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 1-01-15 to 1-31-15

<u>General Fund</u>			
<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
1000	Academic Salaries		\$28,879
2000	Classified Salaries		\$71,603
3000	Fringe Benefits		\$5,107
4000	Books and Supplies	\$165,347	
5000	Other Operating Expenses & Services		\$344,358
6000	Capital Outlay	\$261,498	
7000	Other Outgo	\$23,102	
	Total Transfers - General Fund	<u>\$449,947</u>	<u>\$449,947</u>
	Total Transfers	<u>\$449,947</u>	<u>\$449,947</u>

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: January 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 January 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>GCI</u> Amendment No 1 – For Repairs for the emergency water main break project for \$1,276.06 bringing the contract total to \$96,555.46 Saddleback College	\$96,555.46
<u>Haitbrink Paving</u> Agreement – For the temporary parking project on the west side of campus. Irvine Valley College	\$65,870.00
<u>Brilliant Solutions</u> Independent Contractor Agreement – To provide a consultant that will function as the regional Deputy Sector Navigator assigned to the Instruction, Economic and Workforce Development division, February 2, 2015 thru June 30, 2015. Saddleback College	\$60,000.00
<u>Facilities Planning and Program Services, Inc</u> Agreement – To provide consultant services for facilities projects including the infrastructure condition assessment at SOCCCD. District Services	\$45,000.00
<u>NetBrain</u> Software License and Maintenance Agreement – To provide network monitoring system. Saddleback College	\$30,000.00

<u>Good Times Travel</u> Educational Services Agreement – For community education classes regarding single travel and multi-day travel trips. Saddleback College	\$28,000.00
<u>Edison International</u> Grant Agreement – To be used for 2015 Summer Bridge program STEM scholarships. Irvine Valley College Foundation	\$25,000.00 (income)
<u>McCormack Roofing</u> Construction Agreement – For student service center roof maintenance repairs, starting on January 2, 2015. Irvine Valley College	\$13,400.00
<u>Okta</u> Software Agreement – To provide consultant and software support services for MySite. Saddleback College	\$12,000.00
<u>Essence Entertainment</u> Amendment No 1 – For additional musicians for the spring theatre performances at \$2,000.00 for a new contract total of \$12,000.00. Irvine Valley College	\$12,000.00
<u>Quick Caption</u> Amendment No 1 – For additional time captioning services in the amount of \$4,000.00, new contract total not to exceed \$9,000. Irvine Valley College	\$9,000.00
<u>VMWare</u> Software License Agreement – To purchase Pro Tools and Auralia software for the Music lab. Irvine Valley College	\$8,836.50
<u>Insight Systems Group</u> Educational Services Agreement – For community education classes in the area of Supervisor skills and other similar programs. Saddleback College	\$7,300.00
<u>Transfer Evaluation Software</u> Software Subscription Agreement – To renew College Source Inc's software subscription for college courses which is used by the counseling department. Irvine Valley College	\$7,272.00
<u>Biblioteca</u> Maintenance Software Agreement – To monitor the security tags on library books. Saddleback College	\$6,825.00

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

<u>Road Warrior</u> Amendment No 1 – For the additional service of striping gravel parking lots at \$2,010 for a new contract total of \$6,510. Irvine Valley College	\$6,510.00
<u>CareerBuilder</u> Service Agreement – To purchase an additional 65 job postings on the CareerBuilder website. Saddleback College	\$6,435.00
<u>VMWare Horizon</u> Software License Agreement – To renew current license of virtual desktop software. Irvine Valley College	\$6,250.00
<u>Collaborative Braintrust Consulting Firm</u> Independent Contractor Agreement – To provide consulting services. District Services	\$6,186.00
<u>Academic Chess</u> Educational Service Agreement – For community education chess class to be held at Capistrano Unified School District (CUSD). Saddleback College	\$6,000.00
<u>Clarus Corporation</u> Software Agreement – For e-brochure software maintenance for December 20, 2014 thru December 20, 2015. Irvine Valley College	\$5,500.00
<u>Out of the box Learning & Arts</u> Educational Service Agreement – For community education drama class to be held at CUSD. Saddleback College	\$5,400.00
<u>Articulate Global</u> Software License Agreement – For Articulate Storyline 2, platinum membership for library faculty. Saddleback College	\$5,283.90
<u>Airport Van Rental, Inc.</u> Independent Contractor Agreement – For van rentals for college field trips and athletic events. Scheduled for July 1, 2014 to May 30, 2017. Saddleback College	\$5,000.00
<u>Solano Community College District</u> Grant Sub-Agreement – To the Faculty Entrepreneurship Champion Minigrant Project. Saddleback College	\$5,000.00

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

<u>Shred-It</u> Customer Service Agreement – To provide shredding & destruction of 300-350 hard drives. Saddleback College	\$4,800.00
<u>Tuttle-Click Ford</u> Independent Contractor Agreement – To paint two (2) police interceptor vehicles black. Saddleback College	\$4,499.12
<u>Gregory Beautier</u> Educational Services Agreement – For community education classes in computer science programming during spring 2015. Saddleback College	\$4,300.00
<u>Vital Link Orange County</u> Independent Contractor Agreement – To collaborate, prepare and co-present in cooperation with President Roquemore at a Anne Arundel Community College workshop, April 18-21, 2015. Irvine Valley College	\$4,000.00
<u>Quality Matters</u> Software Subscription Agreement – For higher education program subscription for online courses. Saddleback College	\$3,300.00
<u>The Fulcrum Guy</u> Independent Contractor Agreement – To provide maintenance, repair and reconditioning services to diving board fulcrums from January 13, 2015 thru June 30, 2015. Saddleback College	\$3,000.00
<u>The Embroidery Store</u> Independent Contractor Agreement – To provide embroidery services to the golf program. Irvine Valley College	\$3,000.00
<u>Super Readers</u> Educational Services Agreement – For community education cooking/reading class to be held at CUSD. Saddleback College	\$3,000.00
<u>Tierney Sutton</u> Amendment No 1 – For correction of amount of contract total to \$2,924.06, for the guest artist to perform in Big Band Jazz Day on February 7, 2015. Saddleback College	\$2,924.06
<u>Pacific Parking Systems, Inc.</u> Independent Contractor Agreement – To install two (2) new parking pay station machines. Saddleback College	\$2,400.00

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

<u>Bricks 4 Kidz</u> Educational Services Agreement – For community education STEM class to be held at CUSD. Saddleback College	\$2,400.00
<u>Clip Interpreting</u> Independent Contractor Agreement – For sign language interpretation services during President Burnett’s faculty dinner on January 15, 2015. Saddleback College	\$2,625.00
<u>TGA Staff</u> Educational Services Agreement – For community education golf class to be held at CUSD. Saddleback College	\$2,400.00
<u>Cohen-Naglestad Enterprises</u> Educational Services Agreement – For community education classes regarding social media and the internet. Saddleback College	\$2,205.00
<u>National Instruments</u> Software License – For renewal of the LabView and Multisim software licenses for the science dept. Irvine Valley College	\$2,204.80
<u>PsycARTICLES</u> Software License Agreement – To purchase a library database relevant to psychological science. Irvine Valley College	\$1,972.30
<u>Feng Shui Solutions</u> Educational Services Agreement – For community education classes regarding Feng Shui tools for better living. Saddleback College	\$1,960.00
<u>Pacific Parking Systems, Inc.</u> Independent Contractor Agreement – To refurbish two (2) parking pay stations machines. Saddleback College	\$1,890.00
<u>ARTSTOR</u> Software Agreement – For renewal of the library database. Irvine Valley College	\$1,815.00
<u>Glass Spectrum</u> Educational Services Agreement – For community education classes regarding stained glass for beginners. Saddleback College	\$1,800.00

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

<u>Hero for Today</u> Independent Contractor Agreement – To provide a band for Homecoming event on February 12, 2015. Irvine Valley College (ASIVC)	\$1,600.00
<u>Cindee C McCallister</u> Independent Contractor Agreement – To provide children’s face painting and temporary tattoos at the President’s Cup event on February 6, 2015. Irvine Valley College (ASIVC)	\$1,600.00
<u>Tiffany Billings</u> Independent Contractor Agreement – To provide choreography services for the “Character” spring dance concert February 13 - 16, 2015. Irvine Valley College	\$1,600.00
<u>TGA Staff</u> Educational Services Agreement – For community education golf classes from January 1, 2015 thru December 31, 2015. Saddleback College	\$1,575.00
<u>Camstata</u> Software Agreement – To provide video editing software in the Faculty center. Irvine Valley College	\$1,569.60
<u>Kimberly Pugh</u> Independent Contractor Agreement – To provide the dance dept. with marketing and promotional services from January 20, 2015 to April 30, 2015. Irvine Valley College	\$1,400.00
<u>Ideal Data Solutions</u> Independent Contractor Agreement – To provide tax reporting services for the District from January 1, 2015 to December 31, 2015. District Services	\$1,205.00
<u>SketchUp Pro</u> Software License Agreement – For 3D modeling software used by Technology and Applied Sciences. Saddleback College	\$1,080.00
<u>Edmar’s Entrance Solutions, Inc.</u> Independent Contractor Agreement – For door repair service at Financial Aid. Irvine Valley College	\$1,079.42
<u>Gilles Apap</u> Independent Contractor Agreement – For guest artist at piano concert on January 24, 2015. Saddleback College	\$1,000.00

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

<u>Apple Computer, Inc.</u> Software License Agreement – To renew the current Apple Education Licensing Program for Apple computers. Irvine Valley College	\$998.00
<u>Grace Fong</u> Independent Contractor Agreement – For guest artist at piano concert on January 24, 2015. Saddleback College	\$800.00
<u>New Vision Construction</u> Construction Agreement – For tile repair in the LRC. Saddleback College	\$767.58
<u>G. Schirmer, Inc.</u> Rental contract – To rent music for Catch a Rising Star concert. Saddleback College Foundation	\$695.00
<u>Zoom Video Communications</u> Agreement – To provide additional licenses used for video conferencing. Saddleback College	\$566.00
<u>Nathan Wensko</u> Independent Contractor Agreement – To provide performance analysis services for the Speech and Debate team, January 30, 2015 thru May 31, 2015. Saddleback College	\$545.08
<u>Alan Crawley</u> Independent Contractor Agreement – To provide performance analysis services for the Speech and Debate team, January 30, 2015 thru May 31, 2015. Saddleback College	\$540.00
<u>Laszlo Mezo</u> Independent Contractor Agreement – For guest artist performance on January 29, 2015 for the music dept. Saddleback College Foundation	\$500.00
<u>Jillian Hernandez</u> Independent Contractor Agreement – For guest speaker on January 28, 2015 for the behavioral sciences dept. Saddleback College	\$500.00
<u>Ike's Knife Sharpening Service</u> Independent Contractor Agreement – For sharpening the chef knives used by the culinary arts students. October, 2014 thru June 30, 2015. Saddleback College	\$450.00

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

<u>CSULB Mobile Science Museum</u> Independent Contractor Agreement – To provide a mobile science museum for the annual Astounding Inventions event, January 24, 2015. Irvine Valley College	\$400.00
<u>Ronald King</u> Amendment No 1 – For an additional rehearsal of the Holiday Jazz concert for \$150.00 for a new contract total of \$350.00. Saddleback College	\$350.00
<u>Scott Cokely</u> Independent Contractor Agreement – For guest artist services during spring theatre productions, January 29, 2014 thru June 30, 2015. Saddleback College	\$320.00
<u>Morey's Music</u> Independent Contractor Agreement – To provide as needed repairs to the stringed instruments, starting January 15, 2015 thru June 30, 2015. Irvine Valley College	\$300.00
<u>Janny Li</u> Independent Contractor Agreement – For a guest speaker for “Ghost Hunters: An Anthropological Study,” October 29, 2014. Saddleback College	\$300.00
<u>Ning An</u> Independent Contractor Agreement – To perform as a guest artist on December 4, 2014. Irvine Valley College	\$200.00
<u>Mad Science of South OC</u> Independent Contractor Agreement – To provide an exhibitor booth for the annual Astounding Inventions event, January 24, 2015. Irvine Valley College	\$200.00
<u>Marissa Roth</u> Independent Contractor Agreement – For guest lecture series for Emeritus students on January 23, 2015. Saddleback College	\$100.00
<u>David Willner</u> Independent Contractor Agreement – For guest lecture series for Emeritus students on January 30, 2015. Saddleback College	\$100.00
<u>Assembly Member Don Wagner</u> Independent Contractor Agreement – For guest lecture series for Emeritus students on February 20, 2015. Saddleback College	\$0.00

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

<u>Bright Health Physicians</u> Clinical Service Agreement – To provide student internships, October 8, 2014 thru October 7, 2016. Saddleback College	\$0.00
<u>Chapman University</u> Special Services Agreement – To provide speech language pathology interns opportunity to conduct speech language assessments starting February 2, 2015 thru July 31, 2017. Saddleback College	\$0.00
<u>James P Gray</u> Independent Contractor Agreement – For guest lecture series for Emeritus students on February 6, 2015. Saddleback College	\$0.00
<u>PITC Partners for Quality</u> Request for Services Application – To provide infant/toddler training to child development center staff. Irvine Valley College	\$0.00
<u>Robert Schiffer, MD</u> Clinical Service Agreement – For medical assistant program externship January 12, 2015 thru June 30, 2019. Saddleback College	\$0.00
<u>The Roland Company</u> Evaluation Agreement – For use of loaned equipment for testing and evaluation purposes in the advanced manufacturing instructional program. Saddleback College	\$0.00

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: OCSBA Marian Bergeson Award Nomination
ACTION: Approval

BACKGROUND

The Orange County School Boards Association (OCSBA) created the Marian Bergeson Award in 1974 to recognize those trustees who best exemplify the spirit of boardsmanship. The award is presented annually to a trustee who has provided outstanding governing board service and community service to promote and enhance public education.

STATUS

OCSBA is now seeking nominations for the Marian Bergeson Award for transmittal to the Orange County Department of Education. The deadline for submission is Wednesday, March 11, 2015. The award will be presented on Wednesday, May 6, 2015 at the OCSBA dinner meeting to be held at the Irvine Marriott Hotel.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees determine if they wish to nominate a trustee for the Marian Bergeson Award, and, if so, approve the nomination for transmittal to OCDE as shown in Exhibit A.



Orange County School Boards Association

200 Kalmus Drive • P.O. Box 9050 • Costa Mesa, CA 92628-9050 • (714) 966-4313 Fax (714) 549-2657

February 3, 2015

TO: Board Members of Orange County School Districts, Community Colleges, and Regional Occupational Programs

FROM: Francine Scinto, Chair, Marian Bergeson Award Committee
President, OCSBA

SUBJECT: MARIAN BERGESON AWARD NOMINATIONS

In 1974, the Orange County School Boards Association (OCSBA) created the Marian Bergeson Award to recognize those trustees who best exemplify the spirit of exceptional boardsmanship. The award is presented annually to a trustee who has provided outstanding governing board service and community service to promote and enhance public education.

This letter is an invitation for your Board to nominate a worthy trustee for the Marian Bergeson Award. Nominees can be submitted by individual trustees or boards of education. Past recipients should abstain from the nominating process. However, that member may vote as a member of a board of trustees making a nomination. Criteria for the award are as follows:

1. Recipient shall serve or have served within twelve (12) months prior to selection on a board in good standing in the OCSBA.
2. Emphasis shall be on school board and community service on behalf of public education. The application must differentiate between work done as a volunteer and work done as a paid employee.
3. Consideration may be given for participation in Orange County School Boards Association, California School Boards Association, National School Boards Association, California County Boards of Education or any similar, appropriate service.
4. Previous nominees may be nominated again.
5. Only OCSBA members are allowed to nominate an individual to receive this award.
6. Confidentiality of the nomination is to be maintained until the presentation of the award.

A nomination form and a list of past recipients are enclosed. The deadline for submission is **Wednesday, March 11, 2015**. The Marian Bergeson Award will be presented on Wednesday, May 6, 2015, at the OCSBA dinner meeting to be held at the Irvine Marriott Hotel in Irvine.

Enclosures: Nomination Form and List of Past Recipients

cc: Superintendents, Chancellors, and CEOs



Orange County School Boards Association
2014 Marian Bergeson Award
Nomination Form



Due: Wednesday, March 11, 2015

Submit the completed nomination form and attachments to:

Orange County Department of Education
c/o Blanca Zimmerman
200 Kalmus Drive, P.O. Box 9050, Room B-1008
Costa Mesa, CA 92628-9050
or FAX to (714) 549-2657
or via email: zimmerman@ocde.us

Name of Nominee _____

Address _____ Phone () _____

School District _____

Length of Service as a Board Member _____

Name of Nominator (Individual or District) _____

Email Address _____ Phone () _____

Is the nominee a current board member _____ If not, when did he/she go out of office _____

Date: _____

Criteria for the award are as follows:

1. Recipient shall serve or have served within twelve (12) months prior to selection on a board in good standing in the OCSBA.
2. Emphasis shall be on school board and community service on behalf of public education. The application must differentiate between work done as a volunteer and work done as a paid employee.
3. Consideration may be given for participation in Orange County School Boards Association, California School Boards Association, National School Boards Association, California County Boards of Education or any similar, appropriate service.
4. Previous nominees may be nominated again.
5. Only OCSBA members are allowed to nominate an individual to receive this award.
6. Confidentiality of the nomination is to be maintained until the presentation of the award.

Please explain in detail the nominee's contribution(s) and service to your local board, community, and public education through county, state, and national service. Please attach a maximum of two pages, single-sided, and a two-paragraph description of nominee to be used for publicity purposes. In addition, you may include a single page resume. (The font needs to be 12 point and double-spaced.) Should the application be more than two pages, it will not be considered, additionally no other supporting documentation will be considered.

Marian Bergeson Award*Past Recipients*

<u>Honoree</u>	<u>District</u>	<u>Year</u>
Marian Bergeson	Newport-Mesa Unified School District	1974
Sheila Meyers O'Neal*	Fountain Valley School District	1978
Bert Skiles*	Orange Unified School District	1978
Marian P. Aguierre	Westminster School District	1979
Worth Keene	Coast Community College District	1979
Lawrence W. Taylor*	South Orange County Community College	1979
J. Franklin Sullivan*	Fullerton Joint Union High School District	1980
Dean McCormick*	Tustin Unified School District	1981
Robert Lindsay*	Centralia School District	1981
Barbara Benson*	Tustin Unified School District	1982
Joan Begovich *	Fullerton Joint Union High School District	1982
Lee Sicoli*	Irvine Unified School District	1983
Ruth Evans	Orange Unified School District	1984
Herb Warren*	North Orange County Community College	1985
Joyce Canfield*	Lowell Joint Unified School District	1986
Felix LeMarinel*	North Orange County Community College	1987
Roger Belgen*	Fountain Valley School District	1987
Richard Shimeall	Magnolia School District	1988
Joan Wilkinson*	Santa Ana Unified School District	1988
Jan Overton*	Capistrano Unified School District	1988
Albert Peraza	Anaheim City School District	1989
Joanne Stanton*	Anaheim Union High School District	1990
Maureen DiMarco	Garden Grove Unified School District	1991
Roderick MacMillian	Newport Mesa Unified School District	1991
Sherry Loofbourrow	Newport Mesa Unified School District	1992
Mary Ellen Hadley	Irvine Unified School District	1993
Harriet Walther	South Orange County Community College	1994
Jan Averill	Lowell Joint Unified School District	1995
Annette Gude	Capistrano Unified School District	1995
Virginia Wilson	Los Alamitos Unified School District	1996
Marilyn Buchi	Fullerton Joint Union High School District	1997
Crystal Kochendorfer	Capistrano Unified School District	1998
Margie Wakeham	Irvine Unified School District	1998
Esther H. Wallace	Magnolia School District	1999
Robert C. Fisler*	Fullerton School District	2000
Donna Artukovic	Los Alamitos Unified School District	2000
Sheila Benecke	Capistrano Unified School District	2001
Elizabeth Parker	Orange County Board of Education	2002
Judy Franco	Newport-Mesa Unified School District	2003
Antonio Valle, Jr.*	La Habra City School District	2003
Shirley Carey*	Huntington Beach City School District	2004
Karin Freeman	Placentia-Yorba Linda Unified School District	2005
Mary Fuhrman	Buena Park School District	2006
Donna McDougall	Cypress School District	2006
Susie Sokol	Brea Olinda Unified School District	2007
Elizabeth Swift	Buena Park School District	2008
Judy Edwards	Fountain Valley School District	2009
Suzie Swartz	Saddleback Valley Unified School District	2009
John "Jack" W. Bedell	Orange County Board of Education	2010
Meg Cutuli	Los Alamitos Unified School District	2011
Sharon Wallin	Irvine Unified School District	2011
Hilda Sugarman	Fullerton School District	2012
Bonnie Castrey	Huntington Beach Union High School District	2013
Bob Singer	Fullerton Joint Union High School District	2013
Martha Fluor	Newport-Mesa Unified School District	2014

*DECEASED

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: OCSBA Board of Directors Interest Form
ACTION: Approval

BACKGROUND

The Orange County School Boards Association (OCSBA) provides an opportunity for school and community college board members from throughout the county to network and obtain pertinent legislative and educational information that impacts public education at the local level and statewide. For this reason, it is important that the Board of Directors be made up of board members from as many districts across the county as possible.

STATUS

The responsibilities of the Board of Directors include attendance at three to four dinner meetings and up to five Board of Directors meetings annually. Members may also be invited to serve on special committees. The term for the Board of Directors is one year and Directors is two years commencing in July 2015. Each OCSBA board member must be currently serving on a school board. Members must have served at least two years on their district board of trustees.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees determine if they wish to nominate a trustee for the OCSBA Board of Directors, and, if so, approve the nomination for transmittal to OCSBA as shown in Exhibit A.



Orange County School Boards Association

200 Kalmus Drive • P.O. Box 9050 • Costa Mesa, CA 92628-9050 • (714) 966-4313 Fax (714) 549-2657

February 3, 2015

TO: Board Members of Orange County School Districts, Community Colleges, and Regional Occupational Programs

FROM: OCSBA Nominating Committee

SUBJECT: OCSBA BOARD OF DIRECTORS INTEREST FORM

The Orange County School Boards Association (OCSBA) provides an opportunity for school and community college board members from throughout the county to network and obtain pertinent legislative and educational information that impacts public education at the local level and statewide. For this reason, it is important that the Board of Directors be made up of board members from as many districts across the county as possible.

The responsibilities of the Board of Directors include attendance at three to four dinner meetings and up to five Board of Directors meetings annually. Members may also be invited to serve on special committees. The term for the Board of Officers is one year, and Directors is two years commencing in July 2015. Each OCSBA board member must be currently serving on a school board.

To be eligible for nomination to the slate, members must have served at least two years on their district board of trustees. Only trustees of districts in good standing may serve as an officer or director. There shall be no more than two trustees from any one school board serving on the board of directors at the same time.

If you are interested in being considered for nomination to the OCSBA Board of Directors, please complete the attached form and return it by Wednesday, **March 4, 2015**. You may also send your application via email to Blanca Zimmerman at **bzimmerman@ocde.us**. If you have any questions, please call Ellin Chariton, OCSBA Liaison, at (714) 966-4312.

FS:bz

cc: Superintendents, Chancellors, and CEOs



**OCSBA Interest Form
OCSBA Board of Directors
2015-2016**

Name:

Email:

Street Address:

City/Zip:

Phone:

Fax:

District:

Years on the Board:

Term Dates:

I am interested in serving on the OCSBA Board of Directors because:
(please use additional paper if necessary)

Special areas of interest:
(please see attached list of open positions)

Have you completed the CSBA Masters in Governance? Yes No

How many CSBA Annual Conventions have you attended? _____

Do you generally attend the OCSBA PAGE and Dinner Meetings? Yes No

Mail form to:
Blanca Zimmerman, OCSBA, P.O. Box 9050, Room B-1008
Costa Mesa, CA 92628-9050
(714) 966-4313 • FAX (714) 549-2657



**OCSBA Board of Directors
Vacant Positions**

Please identify with a check mark the board positions you are interested in.

OFFICERS

Term 2015-2016

(Recommended prior OCSBA board of directors experience.)

- | | |
|----------------------------|--------------------------|
| President | <input type="checkbox"/> |
| First Vice-President | <input type="checkbox"/> |
| Vice President of Programs | <input type="checkbox"/> |
| Secretary | <input type="checkbox"/> |
| Treasurer | <input type="checkbox"/> |

DIRECTORS

Term 2015-2017

- | | |
|------------------------------------|--------------------------|
| Elementary District Representative | <input type="checkbox"/> |
| Unified District Representative | <input type="checkbox"/> |
| Community College Representative | <input type="checkbox"/> |
| ROP Representative | <input type="checkbox"/> |

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

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

ACTION: Approval

BACKGROUND

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

STATUS

Trustee Nancy Padberg was absent from the January 26, 2015 board meeting due to medical reasons.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt resolution 15-06 (Exhibit A) authorizing payment to Trustee Padberg who was absent from the January 26, 2015 meeting of the Board of Trustees.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

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

RESOLUTION 15-06

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

WHEREAS, on January 26, 2015, the Board of Trustees of the South Orange County Community College District held a meeting; and

WHEREAS, Trustee Nancy Padberg could not be present at the meeting; and
WHEREAS, it was determined that Trustee Padbergs' absence was due to a hardship;

NOW, THEREFORE, BE IT RESOLVED that Trustee Nancy Padberg shall be paid at the regular rate of compensation for the meeting of the Board of Trustees held on Monday, January 26, 2015.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Resolution 15-07 in Support of Changes to Community College Funding to Include Differential Funding for High Cost Career Technical Education Programs

ACTION: Approval

BACKGROUND

One of the core missions of California community colleges is to provide vocational education. Many vocational classes such as nursing, culinary arts or those requiring expensive equipment or technology to support instruction end up costing colleges more than is provided through FTES funding. Vocational classes lead to employment and provide valuable services to the community. Vocational training is one of our core missions, yet we can only maintain high cost programs through cuts to other college funding.

STATUS

The Board of Trustees at Cabrillo College are leading an effort to bring this issue forward for discussion and consideration. They are asking all California community college districts to pass a resolution outlining the problem, rational, and urgency for a new differential funding formula to assist with supporting vocational classes. Each board will forward their resolutions to Chancellor Brice Harris. Once Cabrillo College receives the support of all California community colleges, they will proceed to the legislature to request critical changes in the funding of high cost vocational classes.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 15-07 as shown in Exhibit A.

**South Orange County Community College District Board of Trustees in Support of Changes to
Community College Funding to Include Differential Funding for High Cost
Career Technical Education Programs
Resolution No. 15-07**

- 1) WHEREAS, California Community Colleges have built extensive depth and breadth of educational programs over the past 50 years that provide for certificated and degree employment, responding to the educational needs of their respective communities, and contributing to a skilled workforce that in turn, provides the economic vitality necessary for the next few decades and delivers upon the national and state mandates for a qualified workforce;
- 2) WHEREAS, 2013-14 Assembly bill (AB977) requested that the CCC Chancellor convene a group of experts in Career Technical Education, business, or industry to research ways to address issues related to implementing differential funding for credit bearing, high cost, high demand courses at the community colleges;
- 3) WHEREAS, for the community colleges, credit courses are currently funded at \$4,636 per full-time equivalent student (FTES), non-credit courses are funded at \$2,788 per FTES, and "enhanced non-credit" courses are funded at \$3,283 per FTES;
- 4) WHEREAS, many of Saddleback College and Irvine Valley College Career Technical Education (CTE) programs receive less in FTES funding than they cost to operate with some healthcare related programs funded at only one-quarter to one-half of their actual operating costs;
- 5) WHEREAS, a recent report by the Institute for Higher Education Leadership Policy found that California's current funding structure creates a fiscal disincentive to support high cost programs;
- 6) WHEREAS, the California Community Colleges System Strategic Plan 2013 update states in Strategic Goal C: "Partnerships for Economic and Workforce Development strengthen the Colleges' capacity to respond to current and emerging labor market needs and to prepare students for a global economy;"
- 7) WHEREAS, the Donahoe Higher Education Act states: "A primary mission of the California Community Colleges is to advance California's economic growth and global competitiveness through education, training, and services that contribute to continuous work force improvement," and further states "The California Community Colleges shall, as a primary mission, offer academic and vocational instruction at the lower division level;"
- 8) WHEREAS, the Economic and Workforce Development (EWD) program within the CCC Chancellor's Office exists to bridge the gap between workforce needs and skills training provided by the community colleges and therefore is a priority of local and state businesses;
- 9) THEREFORE, BE IT RESOLVED, that the South Orange County Community College District requests additional support of high cost, high demand career technical education programs through differential funding that can allay the increased cost of performing the services necessary for a college student to earn a certificate or degree; and which can allay the high cost due to mandated low teacher to student ratios, high equipment and maintenance costs. Saddleback College and Irvine Valley College support efforts for legislation that would secure differential funding for necessary career technical education demand.

Ayes:
Noes:
Abstain:
Absent:

Approved: _____
T.J. Prendergast, III, Board President

Date: _____

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College Storage Area Networks (SAN)
Technology Equipment, Extension of Term, NetApp, Inc

ACTION: Approval

BACKGROUND

Scheduled replacement of data center technology is ongoing. Saddleback College has selected NetApp, Inc. as the standard for storage area networks (SAN) and related software. On March 31, 2014, the board approved the use of the WSCA contract with NetApp, Inc. and their reseller, ePlus, Inc. pursuant to the Master Price Agreement No. B27170, awarded by the State of Minnesota, and approved for use in the state of California through Addendum No. B27170 for purchases made within the term of September 1, 2009 through August 31, 2014.

STATUS

The term of the NetApp, Inc. Master Price Agreement and their authorized resellers has been extended to March 31, 2015. Staff recommends approval of use. The agreement is available for review in the Facilities, Planning, and Purchasing Department. This extension applies to purchases made within the terms of the agreement and is contingent upon the availability of funds for each purchase. The estimated purchases will not exceed \$500,000.

Funding is available in the FY 2014-2015 Board approved basic aid technology budget, District-wide Server/Storage Schedule Maintenance Project in the amount of \$950,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve extended use of the Master Price Agreement No. B27170 through the date of March 31, 2015. Estimated expenditures for the term under this agreement will not exceed \$500,000.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College Technology and Applied Science (TAS) Swing Space Project, Adopt Resolution 15-05, and Authorize Award, Execution and Delivery of Lease/Leaseback, SOLPAC Construction, Inc.

ACTION: Approval

BACKGROUND

On February 28, 2011, staff and legal counsel conducted a Board presentation on the lease/leaseback delivery method. On April 25, 2011, the Board of Trustees authorized staff to seek proposals for lease/leaseback services through a competitive proposal process. On December 15, 2014, the Board approved a preconstruction services agreement with SOLPAC Construction, Inc. which included a constructability review and cost savings assessments.

Lease/leaseback projects are governed by the provisions set forth in the Education Code section 81330 *et seq.*

STATUS

SOLPAC Construction, Inc. solicited subcontractor bids in accordance with district requirements for a transparent bid process.

These efforts resulted in SOLPAC Construction, Inc. submitting a Guaranteed Maximum Price (GMP) of \$6,817,083. Staff has determined that entering into the lease/leaseback agreements (EXHIBIT A) with SOLPAC Construction, Inc. with a construction cost of \$6,573,792, a contractor contingency of \$109,623 and an errors and omissions contingency of \$133,668 for an amount of \$6,817,083 will provide best value on the Saddleback College TAS Swing Space project to the District.

Legal counsel has reviewed and approved the recommended Site Lease, Sublease and Construction Services Agreement.

Funds for these services are available within the approved basic aid project budget of \$10,250,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution 15-05, approve and authorize award, execution and delivery of the lease/leaseback agreements (EXHIBIT A) with SOLPAC Construction, Inc. for a Guaranteed Master Price of \$6,817,083 for the Saddleback College TAS Swing Space Project.

RESOLUTION NO. 15-05

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AUTHORIZING THE AWARD, EXECUTION AND DELIVERY OF A SITE LEASE, SUBLEASE AND CONSTRUCTION
SERVICES AGREEMENT RELATING TO THE CONSTRUCTION OF THE SADDLEBACK COLLEGE TAS SWING
SPACE PROJECT TO SOLPAC CONSTRUCTION, INC.

WHEREAS, the South Orange County Community College District ("District") desires to construct improvements on the Saddleback College campus, as more particularly described in the Plans and Specifications for the Saddleback College TAS Swing Space Project (the "Site"), as a lease-leaseback project whereby the District will lease the Site which the District owns to SOLPAC Construction, Inc. ("Builder") who will construct the Project thereon and lease the Project and underlying Site back to the District during the construction of the Project;

WHEREAS, Education Code Section 81330 *et seq.* authorizes the governing board of a community college district to let to any person, firm or corporation let any real property belonging to the district if the instrument by which such property is let requires the lessee to construct on the demised premises, a building or buildings for use of the district during the term thereof, and provides that title to the building shall vest in the district at the expiration of that term;

WHEREAS, it is in the best interest of the District to cause the construction of the Project through lease and sublease of the Site pursuant to Education Code Section 81330 *et seq.*;

WHEREAS, in order to complete the Project, it is necessary that the District enter into the Site Lease, in which the Site will be leased to Builder, and a Sublease which provides for the sublease of the Site and the lease of the Project by Builder to the District;

WHEREAS, the Sublease includes construction provisions with which Builder shall comply with respect to construction of the Project ("Construction Services Agreement");

WHEREAS, pursuant to Section 81332 of the Education Code, the plans and specifications for the Project must be prepared and adopted prior to entering into Site Lease and the Sublease agreement for the Project ("Plans and Specifications");

WHEREAS, pursuant to Education Code Section 81332 *et seq.*, District has obtained DSA approval of the Plans and Specifications for the Project;

WHEREAS, in order to ensure that moneys sufficient to pay all costs will be available for the Project, the District has appropriated funds for the Project as will be provided by the Sublease;

WHEREAS, the Board of Trustees ("Board") or their designee has been presented with the Plans and Specifications for the Project and has examined and approves of such documents subject to the delegation of authority provided by the Board as set forth below;

WHEREAS, the Board has been presented with each document referred to herein relating to the transaction contemplated hereby and the Board has examined and approved each document and

desires to authorize and direct the execution of such documents and the consummation of such transaction;

WHEREAS, all acts, conditions, and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transaction authorized hereby, do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such lease-leaseback financing and to appropriate agreements for the purpose, in the manner, and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the South Orange County Community College District does hereby resolve, determine and order as follows:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Site Lease and Sublease. The agreements entitled "Site Lease," "Sublease" and "Construction Services Agreement," each presented at this meeting and each to be entered into by and between the District and Builder which together provide generally for (i) the lease by the District of the Site to Builder, (ii) the sublease of the Site and the lease of the Project by Builder to the District, and (iii) the payment of certain lease payments by the District under the Sublease in an amount equal to the aggregate construction costs for the Project as set forth in the Construction Services Agreement ("Sublease Payments") are hereby approved. The Vice Chancellor- Business Services or their designee is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver to Builder such agreements.

Section 3. Approval of Process. The Board hereby approves of the lease-leaseback process and approves the award of a contract to the Builder for the Guaranteed Maximum Price of \$6,817,083), which includes a construction contingency of One Hundred Nine Thousand and Six Hundred Twenty Three Dollars (\$109,623), plus an Errors and Omissions Allowance of One Hundred Thirty Three Thousand and Six Hundred Sixty Eight Dollars (\$133,668), for a total amount not to exceed Six Million Eight Hundred Seventeen Thousand and Eighty Three Dollars(\$6,817,083), for the construction of the Project pursuant to the terms of the Construction Services Agreement.

Section 4. Other Acts; Delegation. The District's Board hereby approves a delegation of authority and appoints the Vice Chancellor- Business Services, or the designee of the Vice Chancellor- Business Services, who is/are hereby authorized and directed, to execute and deliver the Site Lease, Sublease and Construction Services Agreement as provided by Section 2 above, execute and deliver documents, and to do any and all things necessary, in consultation with the staff, that they may deem necessary or advisable in order to effectuate the purpose and intent of this Resolution. Said delegation shall be valid during the construction of the Project, or until otherwise rescinded by the Board.

Section 5. Effective Date. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, _____, President of the South Orange County Community College District Board of Trustees, do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

President of the Board of Trustees
South Orange County Community College District

I, _____, Clerk of the South Orange County Community College District Board of Trustees, do hereby certify that the foregoing Resolution was introduced and adopted by said Board at a regular session meeting thereof held on the _____ day of _____, 2015.

EXHIBIT "A"

DESCRIPTION OF SITE

Site is defined as the project perimeter as defined by the DSA approved construction documents.

SOCCCD 2022
TAS SWING SPACE PROJECT
AT SADDLEBACK COLLEGE

SUBLEASE AGREEMENT

Between

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

and

SOLPAC CONSTRUCTION, INC.

dba Soltek Pacific Construction Company

Dated as of February 24, 2015

TAS SWING SPACE PROJECT

SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT ("Sublease") is dated as of February 24, 2015 and is by and between the South Orange County Community College District, a community college district duly organized and existing under the laws of the State of California ("District"), and Contractor SOLPAC Construction, Inc. dba Soltex Pacific Construction Company, a C corporation and operating under the laws of the State of California ("Lessor").

RECITALS:

WHEREAS, the District deems it essential for its own governmental purpose, to finance the construction and installation of certain improvements related to a TAS Swing Space project as described in Exhibit "A" attached hereto (the "Project") and situated on the Saddleback College Campus site described in Exhibit "B" attached hereto (the "Site"); and

WHEREAS, pursuant to Section 81330 *et seq.* of the Education Code, the District may enter into leases and agreements relating to real property and buildings used by the District; and

WHEREAS, pursuant to Section 81335 of the Education Code, the District is leasing the Site to Lessor under a lease agreement dated the date hereof (the "Site Lease") attached hereto as Exhibit "C" in consideration of Lessor leasing and subleasing the Project and the Site to the District pursuant to the terms of this Sublease; and

WHEREAS, the District owns the Site and pursuant, to that certain Construction Services Agreement entered into by and between the District and Lessor of even date herewith (the "Construction Services Agreement") attached hereto as Exhibit "D," has prepared and adopted plans and specifications for the completion of the Project which have been approved pursuant to law as required by Section 81332 of the Education Code; and

WHEREAS the District and Lessor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide Sublease Payments to be made on the dates and in the amount set forth herein.

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the District and Lessor parties hereto agree as follows:

SECTION 1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Sublease, have the meanings as herein specified.

- A. **"Certificate of Acceptance and Notice of Completion"** mean those certificates signed by a District Representative to the effect that the Project has been substantially completed.
- B. **"Commencement Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with the Construction Services Agreement.
- C. **"Construction Costs"** means any and all costs incurred by the Lessor with respect to the construction and equipping, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith and all costs of financing, including, without limitation, the cost of consultant, accounting and legal services, other expenses necessary or incident to determining the feasibility of the Project, contractors' and developers' overhead and supervisors' fees and costs directly allocable to the Project, all costs and expenses including any taxes or insurance premiums paid by the Lessor with respect

to the Property, administrative and other expenses necessary or incident to the Project and the financing thereof (including reimbursement to any municipality, the District or other entity for expenditures made, with the approval of the District, for the Project).

- D. **"Construction Services Agreement"** means the Construction Services Agreement for construction of improvements on the Saddleback College Campus site by and between the District and the Lessor of even date herewith.
- E. **"Contract Documents"** means the Construction Services Agreement, this Sublease and the Site Lease.
- F. **"District"** means the South Orange County Community College District, a community college district duly organized and existing under the laws of the State of California.
- G. **"Effective Date"** is the latter of the date upon which the District Board approves the Site Lease and Sublease and the Contractor has executed the Site Lease and Sublease.
- H. **"Event of Default"** means one or more events of default as defined in Section 21 of this Sublease.
- I. **"Guaranteed Maximum Price" or "GMP"** means the Guaranteed Maximum Price established pursuant to Section 4 of the Construction Services Agreement.
- J. **"Lessor"** shall mean SOLPAC Construction, Inc., a C corporation and its successors and assigns.
- K. **"Prepayment Price"** means the price to be paid by the District to exercise its option to purchase the Site and the Project prior to the natural termination of this Sublease, in accordance with the provisions of Section 26 herein.
- L. **"Project"** means the improvements and equipment to be constructed and installed by the Lessor, as more particularly described in Exhibit "A" attached hereto.
- M. **"Site"** means that certain parcel of real property and improvements thereon (if any) more particularly described in Exhibit "B" attached hereto.
- N. **"Site Lease"** means the Site Lease of even date herewith, by and between the District and the Lessor as set forth in Exhibit "C" attached hereto, together with any duly authorized and executed amendment thereto under which the District leases the Site to the Lessor.
- O. **"Sublease"** means this Sublease together with any duly authorized and executed amendment hereto.
- P. **"Sublease Payment"** means any payment required to be made by the District pursuant to Section 7 of this Sublease.
- Q. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Section 26 of this Sublease.
- R. **"Term of this Sublease" or "Term"** means the time during which this Sublease is in effect, as provided for in Section 3 of this Sublease.

SECTION 2. **SUBLEASE.**

Lessor hereby leases and subleases to District, and District hereby leases and subleases from Lessor the Project and the Site, including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the full term of this Sublease. The leasing by the Lessor to the District of the Site shall not effect or result in a merger of the District's leasehold estate pursuant to this Sublease and its fee estate as lessor under the Site Lease, and the Lessor shall continue to have and hold a leasehold estate in said Site pursuant to the Site Lease throughout the term thereof and the term of this Sublease.

SECTION 3. **TERM OF THE SUBLEASE.**

The terms and conditions of this Sublease shall become effective upon issuance of a Notice to Proceed. The term of the Sublease shall terminate upon the completion of the Project and payment of the last Sublease Payment, unless sooner terminated as hereinafter provided.

- A. Termination of Term. Except as otherwise provided, the Term of this Sublease shall terminate upon the earliest of any of the following events:
- (1) An Event of Default and the Lessor's election to terminate this Sublease pursuant to the provisions of Sections 21 and 22, hereof;
 - (2) The arrival of the last day of the Term of this Sublease and payment of all Sublease Payments hereunder; or
 - (3) The exercise of the District's option under Section 26 hereof.

SECTION 4. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF DISTRICT.** The District represents and warrants to Lessor that:

- A. District is a public community college district, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Sublease and to perform all of its obligations hereunder;
- B. District's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which District is a party by which it or its property is bound;
- D. There is no pending or, to the knowledge of District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Sublease;
- E. The Project and the Site are essential to District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease;
- F. District shall take such action as may be necessary to include all Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Sublease Payments;

- G. District shall not abandon the Site for the use for which it is currently required by District and, to the extent permitted by law, District shall not seek to substitute or acquire property to be used as a substitute for the uses for which the site is maintained under the Sublease; and
- H. District shall not allow any Hazardous Substances (as such term is defined in the Site Lease and limited by that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed) to be used or stored on, under or about the Site.

SECTION 5. **REPRESENTATIONS AND WARRANTIES OF LESSOR.** Lessor represent and warrant to District that:

- A. Lessor is duly organized in the State of California, and in good standing as a corporation under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. Lessor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease has been duly authorized by all necessary corporate actions on the part of Lessor and does not require any further approvals or consents;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Lessor is a party by which they or their property is bound;
- D. There is no pending or, to the knowledge of Lessor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Lessor to perform their obligations under this Sublease; and
- E. Lessor will not mortgage or encumber the Site or the Sublease or assign this Sublease or their rights to receive Sublease Payments hereunder, except as permitted herein.

SECTION 6. **CONSTRUCTION/ACQUISITION.**

- A. District has entered into a Construction Services Agreement and a Site Lease with Lessor in order to acquire and construct the Project. The cost of the construction and installation of the Project is determined by the GMP as set forth in Section 4 of the Construction Services Agreement.
- B. In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Sublease Payments which become due to Lessor under this Sublease Agreement.

SECTION 7. **SUBLEASE PAYMENTS.**

- A. District shall pay Lessor lease payments (the "Sublease Payments") comprising the same amount per month as the Lease Payment, which the Parties acknowledge and agree is good and sufficient consideration for the rights of possession associated with the Sublease as described herein. In no event shall the sum of the Sublease Payments due hereunder exceed the GMP as it may be revised by the District from time to time in accordance with the provisions set forth in the Construction Services Agreement. The District shall have no obligation to make Sublease payments hereunder in the event the Commencement Date of this Sublease does not occur as a result of District's inability to issue a Notice to Proceed.

- B. Should the District fail to pay any part of the Sublease Payments not otherwise excused pursuant to this Section or Section 9 hereof, or otherwise questioned or challenged by the District pursuant to the Construction Services Agreement, within twenty-five (25) business days from the due date thereof, the District shall, upon Lessor's written request, pay interest on such delinquent payment from the date said payment was due until paid at the rate of ten percent (10%) per annum or the maximum legal rate, whichever is less. The obligation of the District to pay Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.
- C. In the event that the District exercises its option under Section 26(B) below, and purchases the Project by paying the Prepayment Price, the District's obligations under this Sublease, including but not limited to the District's obligation to pay Sublease Payments under this Section, shall thereupon cease and terminate.
- D. Except as specifically provided in this Section and in Section 9 hereof or as otherwise provided by law, the obligation of the District to make Sublease Payments when due and payable hereunder will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, abatement or recoupment for any reason whatsoever.

SECTION 8. **FAIR RENTAL VALUE.**

Sublease Payments shall be paid by District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term, as separate and distinct consideration from the Progress Payments made pursuant to the CSA through which title to the improvements to the District's real property made by Contractor shall vest progressively in the District. The parties hereto have agreed and determined that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, that title to the improvements completed and paid for by District as to which the District shall have the right of possession and continued quiet use and enjoyment, shall vest in District on a continuous basis, other obligations of the parties under this Sublease (including but not limited to costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement (Exhibit "D" hereof) and which do not interfere with the Lessor's work on the Project and the Site.

SECTION 9. **SUBLEASE ABATEMENT.**

In addition to delay of Sublease Payments provided in Section 7, above, Sublease Payments due hereunder with respect to the Project and the Site shall be subject to abatement prior to the commencement of the use of the Project and the Site by the District or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District. The amount of Sublease abatement shall be such that the Sublease Payments paid by the District during the period of Project and Site restoration do not

exceed the fair rental value of the usable portions of the Project and Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 10. **USE OF SITE AND PROJECT.**

During the term of this Sublease, Lessor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Lessor or their assigns, provided District is in compliance with its duties under this Sublease. District will not use, operate or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. District shall provide all permits and licenses, if any, necessary for the operation of the Project and Site. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project and Site) with laws of all jurisdictions in which its operations involving the Project and Site may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to the Site or the Project or its interest or rights under this Sublease. Lessor acknowledges that at any time during the term of this Sublease, District may access the Site to conduct District business. Lessor acknowledges and agrees to the District's use or occupation of the Site, so long as such use or occupation does not unreasonably interfere with construction of the Project. Upon substantial completion of the Project or severable portions hereof, the Lessor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from the Lessor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by the Lessor.

SECTION 11. **LESSOR'S INSPECTION/ACCESS TO THE SITE.**

District agrees that Lessor and any of Lessor's representatives shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to the section in this Sublease entitled "Remedies on Default." District further agrees that Lessor and any of Lessor's representatives shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by District to perform its obligations hereunder.

SECTION 12. **PROJECT ACCEPTANCE.**

District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 13. **ALTERATIONS AND ATTACHMENTS.** All permanent additions and improvements that are made to the Project shall belong to and become the property of Lessor, subject to the provisions of this Sublease and Sections 25 and 26 hereof. Separately identifiable attachments added to the Project by the District shall remain the property of the District. At Lessor's request, the District agrees to remove the attachments and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

SECTION 14. **INTENTIONALLY DELETED.**

SECTION 15. **UTILITIES.**

Unless otherwise so specified in the Construction Services Agreement, District shall, in its own name, contract for and pay the expenses of all utility services required for the Project once constructed and Site, such utilities, including but not limited to, all air conditioning, heating, electrical, gas, water, and sewer units. The District shall be liable for payment as well as maintenance of all utility services received.

SECTION 16. **INTENTIONALLY DELETED.**

SECTION 17. **INTENTIONALLY DELETED.**

SECTION 18. **INTENTIONALLY DELETED.**

SECTION 19. **TAXES.**

District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Lessor's income.

SECTION 20. **INTENTIONALLY DELETED.**

SECTION 21. **EVENTS OF DEFAULT.** The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events:

- A. The District fails to make any unexcused Sublease Payment (or any other payment) within fifteen (15) days after the due date thereof or the District fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by Lessor;
- B. The Lessor discovers that any statement, representation or warranty made by the District in this Sublease, or in any document ever delivered by the District pursuant hereto or in connection herewith is misleading or erroneous in any material respect;
- C. The District becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the District or of all or a substantial part of its assets, or a petition for relief is filed by the District under federal bankruptcy, insolvency or similar laws.

SECTION 22. **REMEDIES ON DEFAULT.** Upon the happening of any Event of Default, Lessor may exercise remedies set forth below; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Sublease Payments or otherwise declare any Sublease Payments not then in default to be immediately due and payable. The District shall continue to remain liable for the payment of Sublease Payments and damages for breach of this Sublease and the performance of all conditions herein such Sublease Payments and damages shall be payable to Lessor at the time and in the manner set forth in subsections (A) and (B) of this Section:

- A. In the event that Lessor does not elect to terminate this Sublease pursuant to subsection (B) below, the District agrees to and shall remain liable for the payment of Sublease Payments and the performance of all conditions herein and shall reimburse Lessor for the full amount of the Sublease Payments to the end of the Sublease term.
- B. In the event of termination of this Sublease by Lessor at its option and in the manner hereinafter provided on account of default by the District, the District shall pay Lessor Sublease Payments then owing for past Sublease Payments due and not paid, compensation on the basis of time and materials for all labor, materials and services provided up to the date of Lessor's termination of the Sublease. Neither notice to pay Sublease Payments or to deliver up possession of the Project and the Site given pursuant to law nor any proceeding in unlawful detainer taken by Lessor shall of itself operate to terminate this Sublease. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time; provided, however, that notwithstanding any provisions to the contrary herein, Lessor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

SECTION 23. **NON-WAIVER.**

No covenant or condition to be performed by District or Lessor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by District or Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Lessor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

SECTION 24. **ASSIGNMENT.**

Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 *et seq.* However, District may lease, license or otherwise allow use or occupation of the Site for third party use so long as such use or occupation does not unreasonably interfere with construction of the Project. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. The Lessor shall not assign its obligations under this Sublease with the exception of their obligation to issue default notices and to convey or reconvey their interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the Lessor may assign their right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or subassignees at any time upon written notice to the District. No assignment shall be effective as against the District unless and until the District is so notified in writing. The District shall pay all Sublease Payments due hereunder pursuant to the direction of Lessor or the assignee named in the most recent assignment or notice of assignment. During the Sublease term, the District shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this

Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

SECTION 25.

OWNERSHIP.

The Project is and shall at all times be and remain the sole and exclusive property of the Lessor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein. During the Term of this Sublease Agreement, the District shall hold title to the Site and obtain title to the Project from the Lessor, and any and all additions which comprise fixtures, repairs, replacements or modifications thereof, as construction progresses and lease payments are made to Lessor. During the term of this Sublease Agreement, the Lessor shall have a leasehold interest in the Site pursuant to the Site Lease. If the District prepays the Sublease Payments in full pursuant to Section 27 hereof or otherwise pays all Sublease Payments, all remaining right, title and interest of the Lessor, if any, in and to the Project and the Site, shall be fully transferred to and vested in the District. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer. At the termination of this Sublease Agreement, title to the Site, and any improvements constructed thereon shall vest in the District.

SECTION 26.

SUBLEASE PREPAYMENTS/PURCHASE OPTION.

- A. **Sublease Prepayments.** At any time during the term of this Sublease, the District may, upon the request of the Lessor or on upon its own initiative, make Sublease Prepayments to the Lessor. No Sublease Prepayments requested by the Lessor may be made by the District in an amount not to exceed the aggregate true cost to the Lessor of the work on the Project completed to the date the Lessor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Sublease Payments previously made by the District to the Lessor; (2) all Sublease Prepayments previously made by the District to the Lessor; (3) all amounts previously retained pursuant to Section 26(A)(3), below, from Sublease Prepayments previously made by the District to the Lessor (unless the Lessor shall have previously substituted securities for such retained amounts pursuant to Section 26(A)(3)); and (4) the Retention for such Sublease Prepayment pursuant to Section 26(A)(3). Lessor must submit evidence that the conditions precedent set forth in Section 26(A)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 26(B), below, shall be adjusted accordingly.

- (1) The following are conditions precedent to any Sublease Prepayments made to the Lessor pursuant to a request of the Lessor:
 - a. Satisfactory progress of the Construction pursuant to the time schedule required pursuant to Section 10(E) of the Construction Services Agreement (the "Time Schedule") shall have been made as determined in Section 26 (A)(2), below.
 - b. Lessor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from the Lessor and all Subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from the Lessor and all subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons

unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that the Lessor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Lessor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Lessor in connection with the Project no later than ten (10) days after Lessor's receipt of a Sublease Prepayment from the District.

(2) The determination of whether satisfactory progress of the Construction pursuant to the Time Schedule has occurred shall be made by the inspector hired by the District pursuant to Section 24 of the Construction Services Agreement. If the District's inspector determines that pursuant to the Time Schedule, the work required to be performed, as stated in the Lessor's Sublease Prepayment request has not been substantially completed, the Lessor shall not be eligible to receive the requested Sublease Prepayment.

B. **Purchase Option.** If the District is not in default hereunder, the District shall be granted options to purchase not less than all the Project in as-is condition. The Prepayment Price at any given time shall be an amount equal to the GMP, as it may be revised from time to time, less the sum of any Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section.

SECTION 27. **RELEASE OF LIENS.**

A. Notwithstanding Section 26, upon District executing a Certificate of Acceptance and filing a Notice of Completion on the Project, as such term is defined herein and in the Construction Services Agreement, Lessor or its assignee and the District shall release Lessor's leasehold interest in Project and the Site. However, District shall retain any and all claims and or warranties it may have under the Construction Services Agreement.

B. Lessor shall authorize, execute and deliver to the District all documents reasonably requested by the District to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

SECTION 28. **TERMINATION OF CONSTRUCTION SERVICES AGREEMENT.**

In the event the Construction Services Agreement is terminated pursuant to the provisions contained therein, this Sublease shall immediately terminate.

SECTION 29. **SEVERABILITY.**

If any provision of this Sublease shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

SECTION 30. **INTEGRATION/MODIFICATION.**

This Sublease constitutes the entire agreement between Lessor and the District as to those matters contained herein, and supersedes and cancels any prior oral or written understanding,

promises or representations with respect to those matters covered herein, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 31. **NOTICES.**

Services of all notices under this Sublease shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Lessor: SOLPAC Construction, Inc. dba Soltek Pacific Construction Company
2424 Congress Street
Sand Diego, CA 92110
Attn: Brandon Richie
email: brichie@soltekpacific.com

If to District: South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: David Schiermeyer, Construction Manager, Facilities, Planning and Purchasing
email: dschiermeyer@socccd.edu

COPY
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services
email: dfitzsimons@socccd.edu

SECTION 32. **TITLES.**

The titles to the sections of this Sublease are solely for the convenience of the parties and are not an aid in the interpretation thereof.

SECTION 33. **TIME.**

Time is of the essence in this Sublease and each and all of its provisions.

SECTION 34. **LAWS, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Sublease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Sublease, the action shall be brought in a state court situated in the County of Orange, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees, as determined by the courts or arbitrator(s).

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their authorized officers as of the day and year first written above.

SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT

SOLPAC Construction, Inc.
dba Soltek Pacific Construction Company

"DISTRICT"

"LESSOR"

By: _____
Dr. Debra L. Fitzsimons

By: _____

Title: Vice Chancellor, Business Services

Title: _____

Date: _____

Date: _____

Exhibits

- A. Description of Project
- B. Description of Site
- C. Site Lease
- D. Construction Services Agreement

EXHIBIT A
DESCRIPTION OF PROJECT

Construction of new TAS Swing Space, Auto Technology building in parking lot 1, and renovations in village modular trailers, including all necessary site work and utilities per DSA approved Drawings and specifications from R2A Architects dated 12/09/2014

Also included are addenda 2-5 distributed in the preliminary GMP phase.

EXHIBIT B

DESCRIPTION OF SITE

PROJECT SITE IS AT

**SADDLEBACK COLLEGE
28000 MARGUERITE PARKWAY
MISSION VIEJO, CAL 92692-3635**

PROJECT SITE BOUNDARIES

SEE SITE LEASE EXHIBIT A

EXHIBIT C
SITE LEASE

EXHIBIT D
CONSTRUCTION SERVICES AGREEMENT

TAS SWING SPACE PROJECT

SITE LEASE

Between

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

and

SOLPAC CONSTRUCTION, INC.

dba Soltek Pacific Construction Company

Dated as of February 24, 2015

TAS SWING SPACE PROJECT

SITE LEASE

This SITE LEASE is dated as of February 24, 2015 and is by and between the South Orange County Community College District, a community college district duly organized and existing under the laws of the State of California (the "District") as lessor and **SOLPAC Construction, Inc. dba Soltek Pacific Construction Company**, a C corporation operating under the laws of the State of California (the "Lessee").

WHEREAS, the District desires to provide for the construction of certain public improvements at the Saddleback College Campus site related to a TAS Swing Space building construction project (the "Project"); and

WHEREAS, the District's governing board has determined that it is in the best interests of the District and for the common benefit of the citizens it serves to construct the Project by leasing to the Lessee land and existing buildings at the Saddleback College Campus site at which the public improvements are to be constructed, as more specifically described in Exhibit "A," (the "Site"), and subleasing from the Lessee the Site and the Project under a Sublease Agreement (the "Sublease") attached hereto as Exhibit "B" and by this reference incorporated herein; and

WHEREAS, the District and the Lessee have entered into a Construction Services Agreement ("Construction Services Agreement"), attached hereto as Exhibit "C" and by this reference incorporated herein, to ensure that the Project will meet the District's expectations; and

WHEREAS, the District is authorized under Section 81355 of the California Education Code to lease the Site and its governing body has duly authorized the execution of this Site Lease; and

WHEREAS, the Lessee is authorized to lease the Site and to construct the Project on the Site, and has duly authorized the execution and delivery of the Sublease and this Site Lease.

NOW THEREFORE, in consideration of the covenants hereinafter set forth, District and Lessee agree as follows:

SECTION 1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this section shall, for all purposes of this lease, have the meanings as herein specified.

- A. **"Construction Services Agreement"** means the Construction Services Agreement for construction of improvements on the Saddleback College Campus site by and between the District and the Lessee dated of even date herewith.
- B. **"Contract Documents"** means the Construction Services Agreement, the Sublease and this Site Lease.
- C. **"District"** means the South Orange County Community College District, a community college district duly organized and existing under the laws of the State of California.
- D. **"Effective Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Section 5 of the Construction Services Agreement.
- E. **"Lessee"** shall mean SOLPAC Construction, Inc. dba Soltek Pacific Construction Company, a C Corporation, and its successors and assigns.
- F. **"Project"** means the improvements and equipment to be constructed and installed by the Lessee, as more particularly described in Exhibit "A" of the Sublease hereto.
- G. **"Site"** means that certain parcel of real property and improvements thereon (if any) more particularly described in Exhibit "A" attached hereto.
- H. **"Site Lease"** means this Site Lease together with any duly authorized and executed amendment hereto under which the District leases the Site to the Lessee.

- I. **"Sublease"** means the Sublease dated of even date herewith, by and between the District and the Lessee together with any duly authorized and executed amendment thereto.
- J. **"Sublease Payment"** means any payment required to be made by the District pursuant to Section 7 of the Sublease.
- K. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Section 26 of the Sublease.
- L. **"Term of this Lease" or "Term"** means the time during which this Lease is in effect, as provided for in Section 3 of this Lease.

SECTION 2. **SITE LEASE.**

The District leases to the Lessee, and the Lessee leases from the District, on the terms and conditions set forth herein, the Site situated in the City of Mission Viejo, County of Orange, State of California, more specifically described in Exhibit "A" attached hereto, including any real property improvements now or hereafter affixed thereto.

SECTION 3. **TERM.**

The term of this Site Lease shall become effective upon issuance of a Notice to Proceed. The term of this Site Lease shall terminate as of the last day of the Sublease, unless sooner terminated as provided thereby. If on the scheduled date of termination of this Site Lease, Sublease Payments shall have therefore been abated at any time and for any reason, then the term of this Site Lease shall be extended until the date upon which all such Sublease Payments shall be fully paid. Without limiting any other term or provision of the Sublease Agreement or Construction Services Agreement between the parties, at the termination of this Site Lease, natural or otherwise, title to the Site, and any improvements constructed thereon by the Lessee, shall vest in the District in accordance with Education Code section 81335.

SECTION 4. **REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE DISTRICT.**

The District represents, covenants and warrants to the Lessee that:

- A. The District has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;
- B. There are no liens on the Site other than Permitted Encumbrances;
- C. All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;
- D. The Site is properly zoned for the intended purpose and utilization of the Site ;
- E. The District is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;
- F. There is no litigation of any kind currently pending or threatened regarding the Site or the District's use of the Site for the purposes contemplated by this Site Lease;
- G. To the best of the District's knowledge, except for that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed:
 - (1) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental

Regulations", and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or the Lessee or the Lessee's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances", are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site;

- (2) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment;
 - (3) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station;
 - (4) no underground storage tank is now located in the Site or has previously been located therein;
 - (5) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances;
 - (6) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (1) above;
 - (7) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site;
 - (8) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and
 - (9) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release-of any Hazardous Substance.
- H. To the extent permitted by law, the District shall not abandon the Site for the use for which it is currently required by the District and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Site Lease.
- I. The term "Permitted Encumbrances" as used herein shall mean, as of any particular time:
- (1) liens for general ad valorem taxes and assessments, if any, not then delinquent;
 - (2) this Site Lease; the Sublease; any right or claim of any mechanic, laborer, material man, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law; easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site;

- (3) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which the Lessee and the District consent in writing which will not impair or impede the operation of the Site.

SECTION 5. **REPRESENTATIONS AND WARRANTIES OF THE LESSEE.** The Lessee represents and warrants to the District that:

- A. The Lessee is duly organized in the State of California, and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. The Lessee has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease has been duly authorized by all necessary corporate actions on the part of the Lessee and does not require any further approvals or consents;
- C. Execution, delivery and performance of this Site Lease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Lessee is a party or by which it or its property is bound;
- D. There is no pending or, to the best knowledge of the Lessee, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Lessee to perform its obligations under this Site Lease; and

SECTION 6. **RENTAL.**

The Lessee shall pay to the District as and for advance rental hereunder \$1.00 per year or part thereof, or the aggregate sum of One Dollar [\$1.00 x number of years of lease] (\$1.00), on or before the date of commencement of the term of this Site Lease. The Lessee shall have no obligation to make rental payments hereunder in the event the Effective Date of this Site Lease does not occur as a result of the District's inability to issue a Notice to Proceed for the Project pursuant to the provisions of Section 5 of the Construction Services Agreement.

SECTION 7. **PURPOSE.**

The Lessee shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and the Project to the District; provided, that upon the occurrence of an Event of Default by the District under the Sublease, the Lessee may exercise the remedies provided for in the Construction Services Agreement or the Sublease.

SECTION 8. **TERMINATION.** The Lessee agrees, upon termination of this Site Lease:

- A. To quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted;
- B. To release and reconvey to the District any liens and encumbrances created or caused by the Lessee; and
- C. That any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the District.

Notwithstanding the District's foregoing rights in the event of termination, the Lessee shall retain the right to full compensation for all services rendered prior to the termination, including all rights they have under the Construction Services Agreement and the Sublease as

well as all recourse provided by California law including common law, for the value of the work performed on the Site and/or the Project.

In the event the Construction Services Agreement is terminated pursuant to the provisions therein, this Site Lease shall immediately terminate.

SECTION 9. **QUIET ENJOYMENT.**

The District covenants and agrees that it will not take any action to prevent the Lessee's quiet enjoyment of the Site during the term hereof; and, that in the event District's fee title to the Site is ever challenged so as to interfere with the Lessee's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend the Lessee's right to occupy, use, and enjoy the Site. The District, however, retains the right, throughout the Site Lease Term, to use the Site for District purposes, pursuant to the terms of the Sublease.

SECTION 10. **NO LIENS.**

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of the Lessee. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

SECTION 11. **RIGHT OF ENTRY.**

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with the Lessee's operations on the Project.

SECTION 12. **ASSIGNMENT AND SUBLEASING.**

The Lessee will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

SECTION 13. **NO WASTE.**

The Lessee agrees that at all times that it is in possession of the Site it will not commit suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

SECTION 14. **DEFAULT.**

In the event the Lessee shall be in default in the performance of any obligation on its part to be performed under the terms of the Construction Services Agreement and this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Lessee, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

SECTION 15. **EMINENT DOMAIN.**

In the event the whole or any part of the Site or the improvements thereon, including but not limited to the Project, is taken by eminent domain, the financial interest of the Lessee shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due, the next succeeding Sublease Payment and the purchase option price as set forth in

Section 26 of the Sublease less any unearned interest as of the date the Lessee receives payment in full. The balance of the award in such eminent domain action, if any, shall be paid to the District.

SECTION 16. **TAXES.**

The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 17. **INDEMNIFICATION.**

The District covenants and agrees to indemnify, defend and hold the Lessee harmless from and against any and all losses, claims, suits, damages and expenses (including reasonable attorneys' fees) arising out of the condition of the Site, including but not limited to, all costs required to be incurred by the Lessee as a result of any condition described in Section 4, paragraph G hereof, unless the condition is caused or created by Lessee, whether or not known to the District on the date of execution of this Site Lease, or unless such cost is contemplated to be paid by the Lessee pursuant to the provisions of the Construction Services Agreement. All other indemnification issues related to this Site Lease, the Site or the progress and prosecution of the Project shall be governed by the Construction Services Agreement and Sublease.

SECTION 18. **PARTIAL INVALIDITY.**

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 19. **NOTICES.**

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or the Lessee, as the case may be, by personal delivery or registered mail to the respective addresses given below. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or followed by regular mail, addressed as follows:

If to Lessor: SOLPAC Construction, Inc. dba Soltek Pacific Construction Company
2424 Congress Street
Sand Diego, CA 92110
Attn: Brandon Richie
email: brichie@soltekpacific.com

If to District: South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: David Schiermeyer, Construction Manager, Facilities, Planning and Purchasing
email: dschiermeyer@socccd.edu

COPY

South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services
email: dfitzsimons@socccd.edu

SECTION 20. **BINDING EFFECT.**

This Site Lease shall inure to the benefit of and shall be binding upon the District, the Lessee and its respective successors in interest and assigns.

SECTION 21. **AMENDMENTS AND MODIFICATIONS.**

This Site Lease shall not be effectively amended, changed, modified, altered or terminated without the written agreement of the District and the Lessee.

SECTION 22. **EXECUTION IN COUNTERPARTS.**

This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 23. **LAWS, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Site Lease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Site Lease, the action shall be brought in a state court situated in the County of Orange, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

SECTION 24. **INTEGRATION/MODIFICATION.**

This Site Lease represents the entire understanding of the District and Lessee as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein and shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 25. **HEADINGS.**

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

SECTION 26. **TIME.**

Time is of the essence in this Site Lease and each and all of its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease by their authorized officers as of the day and year first written above.

SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT

SOLPAC CONSTRUCTION, INC.
dba Soltek Pacific Construction Company

"DISTRICT"

"LESSEE"

By: _____
Dr. Debra L. Fitzsimons

By: _____
Stephen W. Thompson

Title: Vice Chancellor, Business Services

Title: Chief Executive Officer

Date: _____

Date: _____

Exhibits:

- A. Site Description – Areas A, B and C
- B. Sub Lease Agreement
- C. Construction Services Agreement

Exhibit A

Site Description – Areas A, B and C



2900 Bristol Street, Suite E205
Costa Mesa, CA 92626-7909
ph: 714.435.0380
fx: 714.435.0383
www.r2architect.com

Stamp:



Consultant Information:

1. REFER TO CIVIL DRAWINGS FOR SITE UTILITIES, GRADE ELEVATIONS, AND FINISH FLOOR ELEVATIONS.
REFER TO THE GEOTECHNICAL INVESTIGATION REPORT PREPARED BY AMERICAN GEOTECHNICAL INC. DATED OCTOBER 8, 2003, FILE NO. 30092-03. REPORT INDICATED IS FOR REFERENCE ONLY.
2. FOR PARKING SUMMARY, SEE TABULATION ON SHEET AS-03.
3. REFER TO CIVIL DRAWINGS FOR SPECIFIC PAVING REQUIREMENTS.
4. REFER TO CIVIL DRAWINGS FOR RETAINING WALL CONSTRUCTION INCLUDING FOOTING & TOP WALL ELEVATIONS.
5. REFER TO MECHANICAL, PLUMBING & ELECTRICAL DRAWINGS FOR CONTINUATION OF UTILITIES INSIDE BUILDING.
6. PROVIDE MAINS AND SIDEWALKS WITH A CONTINUOUS SLIP RESISTANT SURFACE PER CIVIL DRAWINGS.
7. CORPARE DEPTH OF ROAD GRADING & EXCAVATION OPERATIONS WITH DEPTHS OF EXISTING UTILITIES TO REMAIN PRIOR TO BID & START OF GRADING WORK.
8. REPAIR ALL WORK TO OTHER ANY DAMAGE TO EXISTING CONDITIONS OUTSIDE OF THIS CONTRACT.

14. RAISE AND LOWER ALL (E) VAULTS & UTILITY BOXES TO LEVEL OF NEW PAVING.
15. PATH OF TRAVEL (POT) AS INDICATED IS A BARBER FREE ACCESS ROUTE WITHOUT ANY OBSTACLE. HORIZONTAL CHANGES EXCEEDING 1/2 INCH PER FOOT, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4 INCH PER FOOT. VERTICAL CHANGES EXCEPT THAT VERTICAL CHANGES DO NOT EXCEED 1/4 INCH PER FOOT. SURFACE IS SLIP RESISTANT GRAVEL FIN AND SMOOTH CROSS-SLOPE DOES NOT EXCEED 2% AND ALONG IN THE DIRECTION OF TRAVEL IS LESS THAN 5% UNLESS OTHERWISE INDICATED. (POT) SHALL MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 60" MINIMUM (68" @ 20' AND PROTRUSION OBJECTS GREATER THAN 4" PROJECTION FROM WALL AND ABOVE 27" AND LESS THAN 60" (EXCEPT) ARCHITECT TO VERIFY THAT ALL BARRIERS IN THE PATH OF TRAVEL HAVE BEEN REMOVED OR WILL BE REMOVED UNDER THIS PROJECT AND PATH OF TRAVEL COMPLES WITH CGC 15361.
16. FOR GRATINGS LOCATED IN THE SURFACE OF ANY PEDESTRIAN WAY IN THE PATH OF TRAVEL, GRIDDINGS IN THE GRATING SHALL BE LIMITED TO 1/2" MAXIMUM IN THE DIRECTION OF THE TRAFFIC FLOW. IF SIGN CONDITION OCCURS, CONTRACTOR SHALL PROVIDE MANUFACTURERS LOT SHEETS FOR REVIEW.
17. INCLUDE COST TO RELOCATE OWNER'S CONSTRUCTION TRAILER FROM EXISTING LOCATION OR CHANGE TO THE LOCATION INDICATED IN THE DRAWINGS. VERIFY CURRENT LOCATION WITH OWNER PRIOR TO BID.
18. COORDINATE WITH UNITED STATES POSTAL SERVICE (USPS) AND INCLUDE ALL COSTS ASSOCIATED WITH REMOVAL AND RELOCATING MAILBOXES AS DIRECTED BY THE USPS. OBTAIN ALL NECESSARY INFORMATION AND PARTICIPATION BY THE USPS.

19. (If) Check Agency: 10-01
10-01
Division of the State Architect
San Diego Regional Office
16600 West Bernardo Drive
San Diego, California 92127
ph: 619.474.2400
fx: 619.474.3471

SADDLEBACK COLLEGE
TAS SWING SPACE
28000 MARGUERITE PARKWAY, MISSION VIEJO, CA 92692
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Rev.	Description	Date
1		

Project Number: 12004-00
Date: 06/23/2014
Drawn By: RJA
Checked By: JB

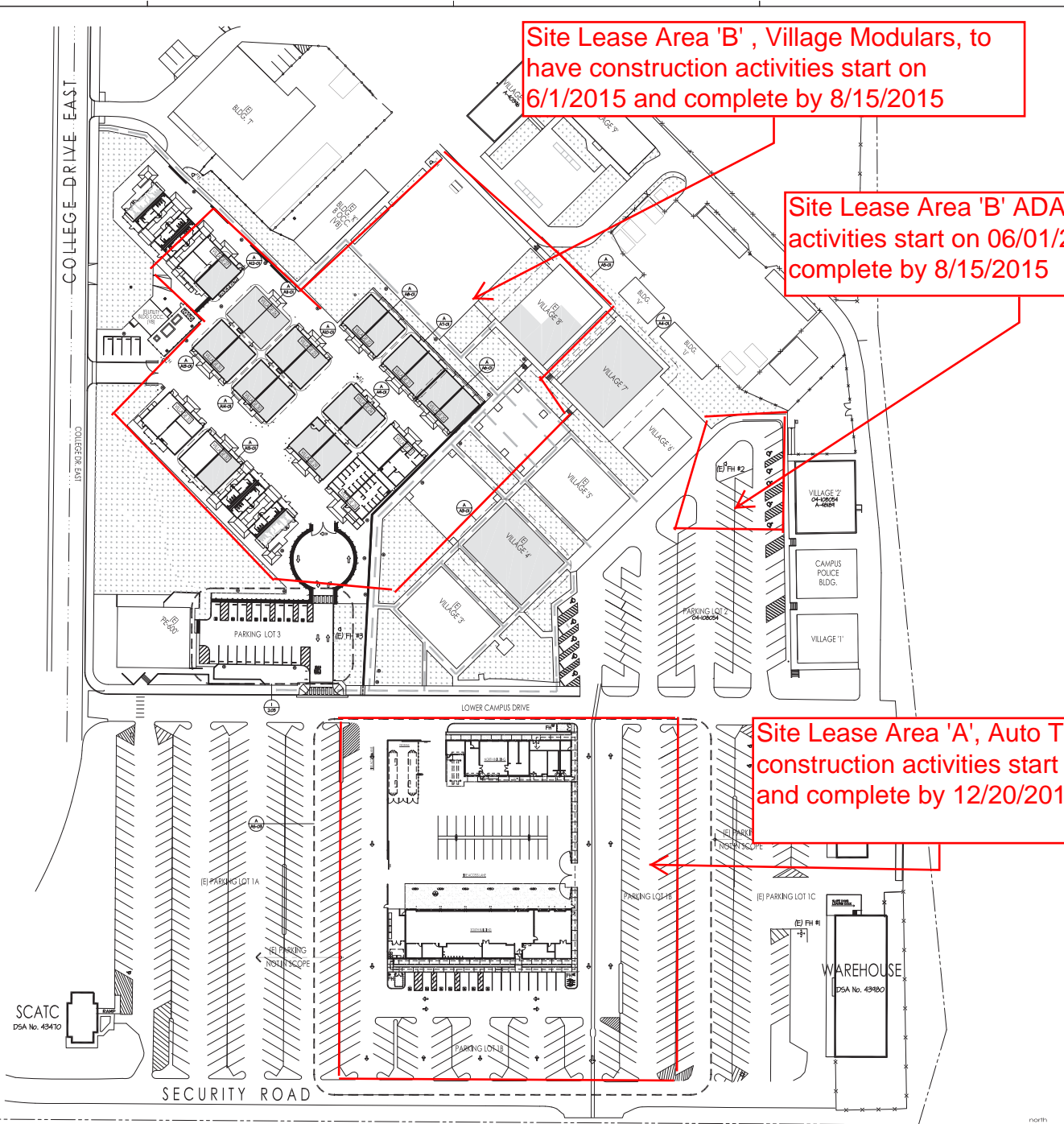
TAS SWING SPACE
OVERALL SITE PLAN

AS-02

Site Lease Area 'B', Village Modulares, to have construction activities start on 6/1/2015 and complete by 8/15/2015

Site Lease Area 'B' ADA upgrade activities start on 06/01/2015 and complete by 8/15/2015

Site Lease Area 'A', Auto Tech, to have construction activities start on NTP start date and complete by 12/20/2015



SITE PLAN
SCALE: 1/4" = 1'-0"



Exhibit B
Sublease Agreement

Exhibit C
Construction Services Agreement

SOCCCD 2022
TAS SWING SPACE PROJECT
AT SADDLEBACK COLLEGE

CONSTRUCTION SERVICES AGREEMENT

Between

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

and

SOLPAC CONSTRUCTION, INC.
dba Soltek Pacific Construction Company

Dated as of February 24, 2015

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EXHIBIT "H" Drug-Free Workplace Certification

EXHIBIT "I" Asbestos Free Materials Certification

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EXHIBIT "K" BIM Execution Agreement

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AGREEMENT – TAS SWING SPACE, CONSTRUCTION SERVICES, SADDLEBACK COLLEGE

This Construction Services Agreement is made as of **February 24, 2015**, by and between the South Orange County Community College District, a California community college district organized and existing under the laws of the State of California (hereinafter called the "District"), and Contractor SOLPAC Construction, Inc. dba Soltek Pacific Construction Company, a C corporation and operating under the laws of the State of California ("Contractor").

RECITALS

WHEREAS, on May 01, 2012, the District entered into an agreement with R2A Architecture (the "Architect") to provide architectural services for the District for the purpose of developing plans and specifications for the TAS Swing Space project at the Saddleback College site (the "Project"); and

WHEREAS, the District has determined that it is necessary to retain the services of a construction firm to assist in modifying the plans and specifications for, and to provide for the construction of, the Project; and

WHEREAS, California Education Code section 81335 permits the governing board of a community college district to lease to any person, firm, or corporation any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the community college district, during the term of the lease, and provides that title to that building shall vest in the community college district prior to or at the expiration of the lease; and

WHEREAS, in connection with the approval of this Construction Services Agreement, the District will enter into a site lease with Contractor (the "Site Lease"), under which it will lease to the Contractor a portion of the Saddleback College site, and improvements thereon, as described in Exhibit "A" of the Site Lease (the "Site") in order for Contractor to construct improvements to this existing campus; and

WHEREAS, the Contractor will lease the Site and the Project back to the District pursuant to a Sublease Agreement (the "Sublease") under which the District will be required to make sublease payments to the Contractor for the use and occupancy of the Site and Project; and

WHEREAS, at, or prior to, the expiration of the Lease and Sublease terms, title to the Project shall vest in the District; and

WHEREAS, the District and Contractor desire to enter into this Construction Services Agreement to ensure that the Project will meet the District's expectations prior to the construction of the Project and the Lease of the Project back to the District; and

WHEREAS, Contractor is experienced in construction of the type of improvements included in the Project that are desired by the District, is duly licensed as a contractor in the State of California, and is willing to perform construction work for the District, all as more fully set forth herein; and

WHEREAS, upon completion of the Construction Documents the Contractor will have thoroughly investigated the site conditions and reviewed the Construction Documents to establish that there are no known problems with respect to the site conditions or the Construction Documents and that Contractor can and will construct the Project for the Guaranteed Maximum Price as set forth and defined in Article 4 of this Construction Services Agreement, and Contractor will not seek any additional compensation whatsoever, including, without limitation, any requests based upon known site conditions or for site conditions that could be reasonably inferred, or from Contract Documents that require scope not specifically called out, but is reasonably inferred from the Contract Documents and common to the scope of work being performed. NOW, THEREFORE, in consideration of the covenants hereinafter set forth, District and Contractor agree as follows:

SECTION 1 CONTRACTOR'S DUTIES AND STATUS

- A. Contractor accepts the contractual relationship established between it and District by this Construction Services Agreement, and Contractor covenants with District to furnish reasonable skill and judgment in constructing the Project as set forth in the Construction Documents, as defined in Section 2(D) for the Project which are described and/or set forth herein as Exhibit "A." Contractor agrees to furnish efficient business administration and superintendence and to attempt to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Construction Services Agreement and Construction Documents as defined in Section 2, paragraphs A and D, below.
- B. Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees. District shall be permitted to monitor the activities of the Contractor to determine compliance with the terms of the Contract Documents.
- C. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any Contractor not so licensed is subject to penalties under the law, and the contract will be considered void pursuant to Section 7028.7 of the Business and Professions Code. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, P. O. Box 26000, Sacramento, CA 95826.
- D. Before Contractor makes any change in the name or legal nature of the Contractor's entity, Contractor shall first notify the District in writing and cooperate with District in making such changes as the District may request in the Contract Documents. All legal requirements will continue in force with the Contractor, the Contractor's sureties and any subsequent entities created or assigned by the Contractor.

SECTION 2 DEFINITIONS

- A. **"Action of the Governing Board"** means a vote of a majority of the members in a lawful meeting.
- B. **"Allowances"** means budgets established for specific scopes of the Work which cannot be clearly defined at the time that the GMP is established. Whenever costs are more than or less than the established allowances, the GMP shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs approved by the District and the allowance amounts established in the GMP. Contractor to obtain District approval prior to use of allowance and shall include pricing validated by estimating guidelines or competitive means.
- C. **"Approval"** means written authorization by the District.
- D. **"Construction Services Agreement"** means this Construction Services Agreement, together with any duly authorized and executed amendments hereto.
- E. **"Construction" or "Construction Services"** means all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Construction Scope of Work set forth in Section 8 and Exhibit "A." Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor, tools, equipment and utilities necessary for the proper execution and completion of the Project pursuant to the Construction Documents."
- F. **"Construction Costs"** means any and all costs incurred by the Contractor with respect to the construction and equipping, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, security of the Site and Project, Contractors' and Developers' overhead and supervision at the

Project site, all costs and expenses including any taxes or insurance premiums paid by the Contractor with respect to the Property, and administrative and other expenses necessary or incident to the Project, excluding Contractors' and Developers' home office overhead and profit. The term "Construction Costs" includes all Contractor's costs associated with preparing or generating additional copies of any Construction Documents, as defined below, related to or required for the Project, including preparation or generation of additional plans and specifications for Contractor's subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.

- G. **"Construction Documents"** means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project, including any reference specifications or reproductions prepared by the Architect and specifications approved by District and the Division of the State Architect ("DSA") which show or describe the location, character, dimensions or details of the Project and specifications for construction thereof.
- H. **"Contract Documents"** means those documents which form the entire Contract by and between District and Contractor. The Contract Documents consist of this Construction Services Agreement, including all exhibits and attachments hereto, the Construction Documents, the Site Lease and the Sublease.
- I. **"Day"** means calendar day unless otherwise noted.
- J. **"Guaranteed Maximum Price" or "GMP"** means the Guaranteed Maximum Price established pursuant to Section 4 to be paid to Contractor for Contractor's construction of the Project hereunder, subject to any adjustments for Extra Work/Modifications as provided in Section 9.
- K. **"Project"** means the improvements and equipment to be constructed and installed by the Contractor, as more particularly described and/or referenced in Exhibit "A" attached hereto.
- L. **"Site"** means those certain parcels of real property and improvements thereon (if any) more particularly described in Exhibit "A" of the Site Lease.
- M. **"Site Lease"** means the Site Lease of even date herewith, by and between the District and the Contractor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Contractor.
- N. **"Subcontractor"** means any person or entity, including trade contractors, who have a contract with Contractor to perform any work on the improvements to the Site.
- O. **"Sublease"** means the Sublease of even date herewith by and between the District and Contractor together with any duly authorized and executed amendment hereto under which the District subleases the Site from the Contractor.
- P. **"Sublease Payment"** means any payment required to be made by the District pursuant to Section 7 of the Sublease.
- Q. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Section 26 of the Sublease.
- R. **"Surety"** means the person, firm, or corporation that executes as a California admitted surety insurer, the Contractor's faithful performance bond and payment bond.

SECTION 3 ADDITIONAL SERVICES; DISTRICT CONTINGENCY

If the District requests Contractor to perform additional services ("Additional Services") not described in this Construction Services Agreement, Contractor shall provide a cost estimate and a written description of the Additional Services required to perform such work. The District shall set aside a contingency amount ("District Contingency"), which District Contingency shall be used for such Additional Services. Compensation for such Additional Services shall be negotiated and agreed upon in writing, in advance of Contractor's performing or contracting for such Additional Services and paid to Contractor in addition to the GMP established pursuant to Section 4 hereof. In the absence of such written agreement, the District will not compensate Contractor for such work. Nothing in this Construction Services Agreement shall be construed as limiting the valuation and amount to be paid to Contractor for such Additional Services or its implementation should a written agreement for such

services be executed. Contractor shall not be entitled to compensation for Additional Services required as a result of Contractor's acts, errors or omissions.

Additionally, while District is in no way limited by the manner in which it decides to utilize the District Contingency, said District Contingency shall not be used for any costs associated with errors or omissions in the plans and specifications until such time, if ever, the Errors and Omissions Allowance (defined in Section 4(A)(2) below) has been fully exhausted. Any funds remaining in the District Contingency at the completion of the Project shall remain unspent and remain allocated to the District.

SECTION 4 ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE "GMP"

- A. **GMP.** The GMP for the Project shall be Six Million Eight hundred Seventeen Thousand and Eighty Three Dollars and 00/100 (\$6,817,083). The GMP is based upon plans and specifications existing and reviewed by the Contractor at the time this Construction Services Agreement is entered into as more fully described and referenced in the Scope of Work set forth in Exhibit "A." Contractor's detailed line item costing of the Project, or Master Budget, totaling the GMP is attached hereto as Exhibit "B." Furthermore, District and Contractor represent and warrant that the GMP consists of Sublease Payments which incorporate tenant improvement/progress payments to be paid by District during the course of construction, plus the additional sums to be paid as a portion of the rental of the Site. District and Contractor represent and warrant that 1) the total amount of Sublease Payments and optional prepayment thereof includes the total rental for the Project, which total does not exceed the fair market value for the Project, 2) said rental amount has been incorporated into the GMP in consideration and inducement of this document and the Site Lease and Sublease Agreement, the uses and purposes which may be served by the Project, and the benefits therefrom which will accrue to the District and the general public, and 3) said rental amount shall be paid by the District as a part of the GMP, pursuant to the terms of this document. The parties agree that the GMP includes an agreed upon fair market rental value to be paid as rental/lease payments or prepayment thereof, therefore no additional rental payments shall be made by District. Sublease Payments by the District pursuant to the Sublease and Section 20 hereof shall be commensurate with the GMP. The GMP is subject to adjustments for Extra Work/Modifications in accordance with the provisions of Section 9 and adjustments for reductions in the Scope of Work pursuant to the provisions of Section 4(B), below. The District shall make the final determination as to which costs are or are not allocated or designated to a specific contingency or allowance.
1. **Contractor Contingency.** Within the GMP is the amount of One Hundred Nine Thousand and six Hundred Twenty Three Dollars and 00/100 (\$109,623) for the ("Contractor Contingency"). The Contractor Contingency is for the use of the Contractor, as approved by the District, to pay for miscellaneous work items, and Contractor errors, omissions and negligence, which are required to complete the Project. The Contractor shall not use the Contractor Contingency to pay for costs related to the following: (a) errors or omissions in the Construction Documents; (b) discrepancies with the plans and specifications pertaining to applicable building code requirements; (c) substitution of subcontractors, in the event such extra costs related to substitution of subcontractors are protected by an applicable subcontractor bond (provided, however, that if no such subcontractor bond exists, such extra costs associated with substitution of subcontractors may be paid from Contractor Contingency provided District reasonably agrees to such substitution); and/or (d) enhancements or additions to the Scope of Work desired by the District. Costs related to (a)-(d) above will be paid for pursuant to the provisions of Section 9, below. If on final completion of the Project, funds are remaining in the Contractor Contingency, such funds shall be fully retained by the District.
 2. **Errors and Omissions Allowance.** Within the GMP is the amount of One Hundred Thirty Three Thousand and Six Hundred Sixty Eight Dollars 00/100 (\$133,668) to cover errors and omissions in the plans and specifications ("Errors and Omissions Allowance"). In the event errors or omissions are discovered in the plans and specifications which make strict compliance with the specifications impractical, Contractor shall notify District of the need for such work by placing the matter on the agenda of regularly scheduled construction meetings with District for discussion as soon as practicable after the need for such work is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for the

work before such work is performed. The Contractor, having been paid to perform a through constructability review and value engineering of the Project, is deemed to fully understand the documents and scope of work required. Contractor has assumed the responsibility for the “Buildability” of the design documents for the Project with the exception of those Errors and Omissions resulting from improper technical calculations by the Architect and/or their Subconsultants. Scope reasonably inferred that is not fully detailed or specifically called out is to be considered included within the Contract Documents. If District approves such request in writing, the costs of the work, shall be added to or deducted from the Errors and Omissions Allowance within the GMP. Any funds remaining in this Errors and Omissions Allowance at the completion of the Project shall remain unspent and allocated to the District.

- B. The District at all times shall have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced to contemplate the reduced Scope of Work, pursuant to the provisions of Section 9. To the extent possible, it is the mutual goal of the District and Contractor to maximize the Scope of Work possible within the GMP. Reductions in scope are not considered savings, and as such there shall be no savings participation due to Contractor.

SECTION 5 NOTICE TO PROCEED

- A. After execution of this Construction Services Agreement and the Site Lease and Sublease between the parties, the District shall issue a notice to the Contractor to proceed with the Project (“Notice to Proceed”), which Notice to Proceed shall include the date upon which commencement for the Project shall commence. District will serve a Notice to Proceed upon Contractor by hand delivery, facsimile, email or delivery to Contractor at legal address.
- B. Start date for contract time shall be on the date indicated in the Notice to Proceed. If no date is indicated, then the start date for contract time shall be the date that Contractor receives District’s written Notice to Proceed, unless the Notice to Proceed is served by mail only, then the Start Date under the Contract shall be the fifth (5th) calendar day following the date of mailing. The Contractor shall commence work on such day, and shall prosecute the Work diligently to completion thereafter. No Work shall commence before contract bonds and insurance certificates and other required documents have been filed with the District and the Contract Documents have been signed by the District.

SECTION 6 SAVINGS

- A. The purpose of Savings is to minimize the expenditure of funds for the construction of the Project on items that exceed the minimum criteria required without a corresponding benefit to the District. The District also wishes to eliminate any excess quality levels or performance criteria provided in the Construction Documents so long as such elimination does not alter the design, aesthetics, safety standards or configuration or space, and does not increase future maintenance and operation costs. The District and the Contractor shall work cooperatively with each other, in good faith, to identify appropriate opportunities to reduce the Project costs and promote Savings. The District has the sole and absolute discretion to accept or reject any proposed changes to the Project that may result in Savings.
- B. If Contractor realizes a Savings on an aspect of the Project related to value engineering or proposed modifications to the plans and specifications after execution of this Construction Services Agreement, and such value engineering or proposed modifications to the plans and specifications are approved by DSA, such Savings shall be divided in the following proportion: Seventy Five Percent (75%) of any Savings shall be returned to the District and Twenty Five Percent (25%) of any Savings shall be returned to the Contractor. However, in the event any savings to the Project is realized due to the substitution of any subcontractor(s), such amounts shall not be considered Savings, and such amounts shall be returned to the Contractors Contingency and shall not be available for sharing under the terms of this Section 6.

SECTION 7 SUBCONTRACTORS

- A. In the interest of minimizing the expenditure of funds for the construction of the Project, the Contractor agrees to select appropriately State of California licensed subcontractors for each trade component of the

Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from subcontractors pursuant to the competitive bid procedures set forth in the Public Contract Code, including the specific provisions of Public Contract Code section 20650 *et seq.*, or utilize an informal bidding process established by the Contractor which also incorporates competitive bid procedures. Contractor shall ensure a minimum of three (3) bids are received for each trade package, unless District agrees to an alternate number. Contractor shall make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the provisions of Section 7(A)(1) below. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by the Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will the Contractor award any subcontracts until the District has concurred to the scope and price of the subcontracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event the Contractor does not comply with this provision, the District may terminate this Construction Services Agreement in accordance with the provisions of Section 11 below.

1. Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required under this Construction Services Agreement. The District has a DVBE participation goal of 3% for this Project. The District is seeking DVBE participation under this Construction Services Agreement.
 2. The Contractor must make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Please refer to Exhibit "C" attached hereto.
- B. Contractor agrees to bind every subcontractor by terms of the Contract Documents. If Contractor shall subcontract any part of the work, Contractor shall be as fully responsible to District for acts and omissions of any subcontractor and of persons either directly or indirectly employed by any subcontractor, as it is for acts and omissions of persons directly employed by Contractor. Nothing contained in Contract Documents shall create any contractual relation between any subcontractor and District, nor shall the Contract Documents be construed to be for the benefit of any subcontractor.
- C. District's consent to any subcontractor shall not in any way relieve Contractor of any obligations under the Contract Documents and no such consent shall be deemed to waive any provision of the Contract Documents.
- D. A copy of each subcontract, if in writing, or, if not in writing, then a written statement signed by the Contractor giving the name of the subcontractor and the terms and conditions of such subcontract, shall be filed with the District before the subcontractor begins work. Each subcontract shall contain a reference to the Agreement between the District and the Contractor and the terms of that Agreement and all parts of the Contract Documents shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontract will provide for termination in accordance with this agreement. Each subcontract shall provide for its annulment by the Contractor at the order of the Architect if in the Architect's opinion the subcontractor fails to comply with the requirements of the Contract Documents insofar as the same may be applicable to this work. Nothing herein contained shall relieve the Contractor of any liability or obligation hereunder.

SECTION 8 CONSTRUCTION SCOPE OF WORK

- A. **CPM Master Schedule.** Prior to commencing construction, Contractor shall submit to District a detailed CPM (Critical Path Method) Master Schedule for the construction, as set forth in Section 10(C) herein, and Contractor shall be required to provide monthly schedule updates and updates regarding any identified delays fifteen (15) days beyond baseline schedule and methods for correcting such delays.
1. The Master Schedule and each subsequent schedule shall have a specific name, Data Date and run date.

2. The schedule shall include sections for long lead submittals and procurement items, including but not limited to MEP footing and steel coordination, review time, and fabrication/ delivery in addition to actual construction activities.
 3. Any deferred activities that require Division of the State Architect (DSA) approval are to include a specific activity called DSA Approval with a review time that is in alignment with a timeframe identified by the DSA for this scope of work carried within its duration.
 4. Schedules shall incorporate appropriate rain/ weather days as set forth in Article 10, time for submittals and shop drawings and any days necessary to comply with DSA's project inspection card requirements including DSA Form 152 and PR 13-01.
 5. Schedules shall show a column for "Total Float" and labeled by the same name.
 6. Schedules shall show a column called calendar, and all activities shall use the same calendar Schedules shall use Retained Logic and avoid the use of a progress override function.
 7. With each schedule submission, provide a layout called Critical Path using the longest path thru the Project, corresponding with activities carrying the lowest amount of float. If the Critical Path indicates that the Project is exceeding the contract completion date, a subsequent recovery schedule is to be provided.
 8. Monthly updates shall be provided electronically providing scheduling software version and pdf version and one hardcopy printout.
- B. **Pre-Construction Orientation/Construction Meetings.** The Contractor, in conjunction with the Architect, shall conduct pre construction orientation conferences for the benefit of Subcontractors to orient the Subcontractors to the various reporting procedures and site rules and to coordinate trades prior to the commencement of actual construction. The Contractor shall also conduct construction and progress meetings with District Representatives and other interested parties, which meetings shall occur at least weekly and as otherwise requested by the District, to discuss such matters as procedures, progress problems and scheduling. The Contractor shall prepare and promptly distribute draft meeting minutes for review by participants followed by official minutes of such meetings to all parties in attendance including Architect, District and Inspector.
- C. **Budget/Cash Flow Reports.** The Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District on a monthly basis. The Contractor shall provide regular monitoring of the approved estimates of Construction Costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Contractor shall identify variances between actual and budgeted or estimated costs, and advise the District and the Architect whenever Project costs exceed budgets or estimates. The Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- D. **Progress Reports.** The Contractor shall record the progress of the Project, and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the Construction Costs as of the date of the report. The Contractor shall also keep a daily log containing a record of weather, Contractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall maintain an open book policy and will keep the daily logs accessible either in an electronic or hard copy location. The Contractor shall make the daily log available to the District and the Architect no later than 9:00 a.m. of the following day. The District shall be promptly informed of all anticipated delays. In the event that the Contractor determines that a schedule modification is necessary, the Contractor shall promptly submit a revised Schedule for approval by the District. A revised schedule will be required if at any time the agreed upon Project completion date is in jeopardy or activity delays extend the schedule beyond a fifteen (15) day delay.
- E. **Shop Drawings.** Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in the Work or in that of any other contractor, subcontractor, Architect, other independent contractor or worker on the Project, five (5) copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the contract

required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Architect. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

1. The term "shop drawing" as used herein shall be understood to include, but not be limited to, detail design calculations, fabrication and installation drawings, lists, graphs and operating instructions.
2. Shop drawings shall be submitted at a time sufficiently early to allow review of same by the Division of State Architect (DSA) if required, and the Architect, and to accommodate the rate of construction progress required under the Contract Documents. Contractor will be required to pay Architect's reasonable and customary fees in order to expedite review of shop drawings which are not submitted in a timely fashion.
3. All shop drawing submittals shall be accompanied by an accurately completed transmittal form using the format bound herein. Any shop drawing submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for resubmittal. The Contractor may authorize a material or equipment supplier to deal directly with the Architect with regard to shop drawings, however, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the Contractor.
4. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of shop drawings on various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. At its option, the Contractor or Supplier may obtain from the Architect quantities of the shop drawing transmittal form at reproduction cost.
5. Contractor's review and approval of shop drawings shall include the following stamp:

"The Contractor has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings that does not conform to the Contract Documents. This shop drawing has been coordinated with all other shop drawings received to date by Contractor and this duty of coordination has not been delegated to subcontractors, material suppliers, the Architect, or the engineers on this Project.

Signature of Contractor "

6. Within fourteen (14) calendar days after receipt of shop drawings, the Architect will return one or more prints of each drawing to Contractor with his or her comments noted thereon. The Contractor shall make a complete and acceptable submittal to the Architect by the second submission of drawings. The District shall withhold funds due the Contractor cover additional costs of the Architect's review beyond the second submission and any other costs incurred by District.
7. If prints of the shop drawing are returned to the Contractor marked "NO EXCEPTIONS TAKEN," formal revision of said drawing will not be required. If prints of the drawing are returned to the Contractor marked "MAKE CORRECTIONS NOTED," formal resubmittal of said drawings will not be required. If prints of the drawing are returned to the Contractor marked "REVISE AND RESUBMIT," the Contractor shall revise said drawing and shall resubmit five (5) copies of the revised drawing to the Architect. If prints of the drawing are returned to the Contractor marked "REJECTED RESUBMIT," the Contractor shall resubmit five (5) new copies of the drawing to the Architect.
8. Fabrication of an item shall not be commenced before the Architect has reviewed the pertinent shop drawings and returned copies to the Contractor marked with "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED." Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken

as the basis of claims for extra work. The review of such drawings by the Architect will be limited to checking for general agreement with the Contract Documents, and shall in no way relieve the Contractor of responsibility for errors or omissions contained therein, nor shall such review operate to waive or modify any provision contained in the Contract Documents. Fabricating dimensions, quantities of material, applicable code requirements, and other contract requirements shall be the Contractor's responsibility.

9. No work represented by required shop drawings shall be purchased or commenced until the applicable submittal has been approved. The work shall conform to the approved shop drawings and all other requirements of the Contract Documents. The Contractor shall not proceed with any related work which may be affected by the work covered under shop drawings until the applicable shop drawings have been approved, particularly where piping, machinery, and equipment and the required arrangements and clearances are involved.
 10. Except where the preparation of a shop drawing is dependent upon the approval of a prior shop drawing, all shop drawings pertaining to the same class or portion of the work shall be submitted simultaneously.
 11. Calculations of a structural nature must be approved by the Division of State Architect.
 12. The Contractor have no claim for damages or extension of time due to any delay resulting from the Contractor having to make the required revisions to shop drawings unless review by the Architect of said drawings is delayed beyond the time provided hereinbefore and the Contractor can establish that the Architect's delay in review actually resulted in a delay in the Contractor's construction schedule. Contractor shall not be entitled to any claim for damages resulting from DSA review extending beyond fifteen (15) calendar days after submittal. However, District may consider an extension of time due to any delay caused by DSA review.
- F. **Deferred Approvals.** Contractor shall advise District immediately, if Architect has not checked and approved within fourteen (14) calendar days, such schedules and drawings for conformance with design concept of Project and compliance with information given in Contract Documents. Contractor shall make any corrections required by Architect, file with him three (3) corrected copies, and furnish such other copies as may be needed for construction. Architect's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless Contractor has in writing called Architect's attention to such deviations at time of submission and has secured his written approval. Architect's approval of such drawings and schedules also shall not relieve contractor from responsibility for errors in shop drawings or schedules.

Deferred approvals shall be submitted and processed to ensure all DSA and other governmental approvals are secured so as to not delay the Project. There may be additional requirements for deferred approvals at Division 1 of the Specifications. All deferred approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 24 California Code of Regulations Section 4-317 has specific requirements for deferred approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's. Contractor is required to comply with inclusion of deferred approvals in the Master Schedule. No work on a deferred approval item may proceed on the components until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for any DSA revisions in Contractor's Master Schedule.

- G. **Submittals.** Contractor shall furnish for approval, within fourteen (14) days following the Project commencement date in the Notice to Proceed, or within any other time frame agreed to by the parties, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in specifications. Such log shall indicate whether samples will be provided as specified and in accordance with other provisions of this Construction Services Agreement. Contractor will provide samples and submittals, together with catalogs and supporting data required by Architect within thirty-five (35) days after submitting the sample log. First review of all submittals shall be complete 30% into the Sublease payment schedule with exceptions including close out and warranty submittals or others as agreed to in writing between the Contractor, the Architect and the District.. This provision shall not authorize any extension of time for performance of this Construction Services Agreement. Architect will check and approve such samples, only for conformance with design concept of work and for compliance with

information given in Contract Documents. Work shall be in accordance with approved samples. Architect's action will be taken within fourteen (14) calendar days after receiving such samples and submittals. If in the Architect's professional judgment fourteen (14) days is an insufficient amount of time to permit adequate review, Architect shall, within the initial fourteen (14) day period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond. If the Architect's response results in a change in the Project, then such change shall be effected by a written change order.

- H. **Scheduling**. Contractor shall complete the construction pursuant to the CPM Construction Documents, subject to DSA approval and change in scope, performing all work set forth in the Scope of Work (Exhibit "A" to this Construction Services Agreement) and shall ensure proper scheduling occurs as necessary to prevent disruption to classes and District programs. Should such disruption occur, District shall have the right to temporarily stop work as necessary, which stoppage of work shall not be considered a construction delay and shall not result in any additional construction time allotment or increase in Project costs, provided that such stoppage does not exceed ten (10) calendar days.
- I. **District Permit and Other Obligations**. It is expressly understood that the District shall pay the DSA for the DSA inspector, soils testing, DSA fees, special testing, etc. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA requirements or regulations implemented after the date the GMP is established and not reasonably anticipated at the time the GMP is established, Contractor may seek compensation only for the direct cost (without mark up or added fees) of that review, as an additional cost. In the alternative, District may pay such costs directly to DSA. If additional review time for special inspections results from Contractor failing to adhere to baseline schedule for associated scopes of work, Contractor shall be responsible to pay for related costs.
- J. **Contractor Permit Obligations**. District shall pay for all remaining general building permits and ancillary permits and licenses not paid by District prior to the commencement of this Construction Services Agreement. Upon a minimum of a forty-eight (48) hour notice by Contractor, District shall also be responsible for arranging and overseeing all necessary inspections and tests, permits, and ensure compliance with any Federal and State laws. A DSA inspector will be on site during regular hours of operation, unless Contractor makes arrangements for and agrees to pay for off-hours inspection. All municipal inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by District. Contractor may either request reimbursement from District for such fees (at direct cost only), or obtain the funds from District prior to paying such fees.
- K. **Protection**. The Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on site and off site. When modifying existing work or installing new work adjacent to existing work, Contractor shall match, as closely as conditions of site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work as required, at no additional cost to District.
- L. **Nuisance Abatement**. The Contractor shall develop a mutually agreed upon documented program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities on the Site, including procedures to control on site noise, dust, and pollution during construction and in accordance with the District's CEQA mitigation measures, based on the CEQA documents.
- M. **Utilities**. The Contractor shall perform and pay for all temporary utility hook ups and connections; the District shall pay for use of utilities during construction, as well as any fees owed to utility suppliers for connection to existing mainline facilities. When it is necessary to interrupt any existing utility service to make connections, a minimum of forty-eight (48) hours advance notice shall be given to the District, the College Director of Facilities and Architect. Interruptions in utility services shall be of the shortest possible duration for the work at hand and shall be approved by the District and the Architect. In the event any utility service is interrupted without the required forty-eight (48) hour notice, then Contractor shall be liable for all damage suffered by District due to the interruption. Upon completion of work, Contractor shall remove all temporary distribution systems.
- N. **Sanitary Facilities**. The Contractor shall provide sanitary temporary toilet buildings and wash facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector

for the use of all workers. The building shall be maintained in a sanitary condition at all times and shall be left at the site until construction is complete. Use of toilet facilities in the work under construction shall not be permitted.

- O. **Layout and Field Engineering**. All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the Architect through the submittal process. Any required "as built" drawings of site development shall be prepared by a qualified civil engineer or land surveyor licensed in California and approved by the Architect.
- P. **Cutting and Patching**. Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as Architect may direct. All cost caused by defective or ill-timed work shall be borne by party responsible therefore. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent or at the direction of Architect.
- Q. **Close Out Submittals**. The Contractor shall be responsible for the delivery of the technical manuals, warranties and guarantees as required in the technical specifications prior to filing the Notice of Completion of the Project.

SECTION 9 EXTRA WORK/MODIFICATIONS

- A. In addition to those errors and omissions of the drawings and specifications, if any, which are to be addressed by the Errors and Omissions Allowance, the District may prescribe extra work or a modification or reduction of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes, the District may at any time during the life of this Construction Services Agreement by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified herein or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop or unforeseen conditions are discovered that are not documented in the Contract Documents which make strict compliance with the specifications impractical, Contractor shall notify District of the need for such Extra Work/Modification by placing the matter on the agenda of the weekly construction meetings with District for discussion the week during or the week immediately after the need for such Extra Work/Modification is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If District approves such request in writing, the costs of the Extra Work/Modifications, as established pursuant to this Section 9, shall be added to the GMP, or otherwise deducted from the GMP, as applicable.
- B. Value of any such Extra Work/Modification, change, or deduction shall be determined at the discretion of the District, in consultation with the Architect, in one or more of the following ways:
 - 1. By acceptable lump sum proposal from Contractor with itemization as required by the District and/or the Architect.
 - 2. By unit prices contained in Contractor's cost estimates and incorporated in the Contract Documents or fixed by subsequent agreement between the District and Contractor.
 - 3. By the cost of material and labor and a percentage for the Contractor's construction management fee. If the value is determined by this method the following requirements shall apply:
 - a. **Daily Reports by Contractor**.
 - i. **General**. At the close of each working day, the Contractor shall submit a daily report to the Architect and the Inspector, on forms approved by the District, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Architect or authorized District

representative and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

- ii. Labor. The report shall show names of workers, classifications, and hours worked and hourly rate. Project Superintendent expenses are not allowed.
- iii. Materials. The report shall describe and list quantities of materials used and unit cost.
- iv. Equipment. The report shall show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, and hourly/daily cost.
- v. Other Services and Expenditures. Other services and expenditures shall be described in such detail as the District may require.

b. **Basis for Establishing Costs.**

- i. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft classification or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of labor classification which would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
- ii. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the work site in the quantities involved, plus sales tax, freight and delivery. The District reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary for the progress of the work. No markup shall be applied to any material provided by the District.
- iii. Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of Five Hundred Dollars (\$500) or less or where an invoice is not provided. Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental source, or distributors, at the time the work is performed. For equipment that is Contractor-owned, current Cal Trans equipment rental rates shall apply. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the District than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the District.

All equipment shall be acceptable to the Architect, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

- iv. Other Items. The District may authorize other items which may be required on the extra work. Such items include labor, services, material and equipment which are different in their nature from those required by the work and which are of a type not ordinarily available from the Contractor or any of the subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.
- v. Invoices. Vendors' invoices for material, equipment rental, and other expenditures, shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the report.
- c. The following form shall be followed as applicable for additions and deductions to the Construction Services Agreement:

	EXTRA/ (CREDIT)
(a) Material (attach itemized quantity and unit cost plus sales tax and profit/overhead not to exceed ten percent (10%))	_____
(b) Contractor's/Subcontractor's labor and profit/overhead (profit/overhead not to exceed five percent (5%)) (attach itemized hours and base rates from identified prevailing wage rate schedules)	_____
(c) Commercial General Liability and Property Damage Insurance, Workers' Compensation Insurance, Social Security and Unemployment taxes at actual and verified cost	_____
(d) Subtotal	_____
(e) Contractor's additional profit/overhead not to exceed four percent (4%) of Item (d), if applicable	_____
(f) Subtotal	_____
(g) Bond Premium, not to exceed one percent (1%) of Item (f)	_____
(h) Total	_____

- C. It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes any and all of Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project, or resulting from delays to the Project. Any costs or expenses not included are deemed waived. For purposes of determining the cost, if any, of any extra work, change, addition or omission hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to Contractor, and Contractor shall ensure that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of Contractor's cost in determining the actual cost of construction for purposes of any extra work, change, addition or omissions in the work as provided herein.
- D. Regardless of whether the cost of the Extra Work/Modification is determined pursuant to 1, 2, or 3, above, in addition to the cost of the material and labor for deleted items, Contractor shall credit back an in kind

amount for the bonding and mark up for deleted items at the time of the request for the Extra Work/Modification.

- E. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the Construction Services Agreement; or (iii) constitutes a waiver of any provision in this Construction Services Agreement, Contractor shall notify the District in writing or such claim as soon as possible, but in no event within more than ten (10) business days from the date Contractor has actual or constructive notice of the claim. Contractor shall also provide District with sufficient written documentation supporting the factual basis of the claim including in the documentation items (B)(3)(C)a-h described in this Section. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District in writing within the ten (10) business day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice and all supporting documents be given within the specified time, the procedure for its consideration shall be as stated above in this Section.
- F. All costs associated with the Extra Work/Modification may be in terms of time, money or both. All requests for additional time shall be accompanied by a schedule fragnet showing the impact to the Critical Path in the preceding schedule submitted to the District. Contractor is to perform due diligence to review visible site conditions and the Contract Documents in time for work to be performed. Failure to pro-actively perform this key management function may preclude the Contractor to receive added time for a minimum of the time associated with the delay to the Critical Path.
- G. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, may be added to the GMP, if said expenses are the result of the sole established negligent acts or omissions or willful misconduct of the District, or its subcontractors, principals, agents, servants, or employees. In all other instances, Contractor is responsible for all components of the Project up to and until final acceptance of the Project by the District.
- H. The term "profit/overhead" for any subcontractors shall be considered to include insurance other than mentioned in Section 9(c) above, field and office supervisors and assistants, watchmen, use of small tools, consumables and general field and home office expenses, and no separate allowance will be made therefor.
- I. "Prohibited usage of Contractor qualifying language stamps on District drawings or contract forms". Contractor shall not countersign or endorse any form, drawing, change order, contract or other documents with any conditions not mutually agreed to in advance by the District and the Contractor. Endorsement of a contract, change order, specification, drawing or form with the following: "This change order is being executed without waiver of the right to seek additional compensation for such services," or similar blanket reservation language shall be of no legal force or effect.

SECTION 10 TIME OF COMPLETION

- A. Once the District has issued a Notice to Proceed, Contractor shall proceed with the construction of the Project with reasonable diligence. Contractor agrees that the Project will be Fully Completed and Accepted by December 20, 2015, as said time may be extended for such periods of time as Contractor is prevented from proceeding with or completing the Project for any cause described in this section 10, or as otherwise agreed to in writing by the District and Contractor. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. Contractor shall not be entitled to a bonus or incentive payment for completing the Project prior to the contractual duration. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to District as fixed and liquidated damages and not as a penalty the sum of Two Thousand Seven Hundred and Fifty Dollars and 00/100 (\$2,750) per day for each calendar day of delay until work is completed and accepted. Contractor and their surety shall be liable for the amount thereof. Any money due or to become due the Contractor may be retained by the District to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, the District shall have the right to recover the balance from the Contractor or its sureties, who will pay said balance forthwith.

This Section 10 and the liquidated damages referred to directly above is expressly understood and agreed to by the Parties hereto:

_____ Contractor's Initials

_____ District's Initials

- B. Within five (5) business days after the Project commencement date in the District's Notice to Proceed, Contractor shall furnish District with a preliminary schedule showing all activities to be performed within the first thirty (30) days of construction. Ten (10) days following the preliminary schedule submittal Contract shall furnish a CPM (Critical Path Method) Schedule fully detailed to fifteen (15) day maximum duration of work, setting forth the expected dates for commencement and completion of each of the various stages of construction to be performed by Contractor pursuant to this Construction Services Agreement (the "Time Schedule"). The Contractor shall submit the Master Schedule to the District for acceptance and update the Master Schedule as appropriate on at least a monthly basis. The Contractor shall incorporate the activities of Contractors on the Project, submittals and delivery of products requiring long lead time procurement. The schedule will separately identify those milestones or events that must be completed before other portions of the work can be accomplished. The Contractor shall also include the District's occupancy requirements showing portions of the Projects having occupancy priority. It is specifically understood that District will utilize said schedule as it is revised from time to time to determine completion dates of various aspects of the Project. The District may reject such a schedule and require modification to it if, in the opinion of the Architect or District, adherence to the progress schedule will cause the work not to be completed in accordance with the Agreement.
- C. Contractor will exchange scheduling information with subcontractors and suppliers. Contractor will order work, equipment and materials with sufficient lead time to avoid interruption of the work. The Contractor shall be responsible for providing the District with a Schedule of Values within ten (10) business days of the Project commencement date in the District's Notice to Proceed, which will be updated as needed. Sublease Prepayments under the Sublease shall be conditioned upon completion of various aspects of the Project as determined by District's Inspector pursuant to the Time Schedule and the Schedule of Values. Contractor shall furnish on form(s) approved by District:
1. Within ten (10) calendar days of award of contract a detailed schedule of values giving complete breakdown of contract price for each component of the Project or site which shall include all subcontractor/supplier agreements showing dollar amounts of these agreements to justify the schedule of values; and
 2. A periodical itemized estimate of work done for purpose of making partial payments thereon. Change order work shall be clearly identified on a separate schedule of values.
 3. Within ten (10) calendar days of request of District, a schedule of estimated monthly payments which shall be due Contractor under the Agreement.
 4. Values employed in making up any of these schedules are subject to the Architect's written approval and will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from contract price.
- D. The contract times may only be changed by change order or written amendment and time is of this essence in this Contract Documents.
- E. The contract times may be adjusted in an amount equal to the time lost as shown on a critical path schedule due to the following:
1. Changes in the Work ordered by District;
 2. Acts or neglect by District's consultants, acts or neglect of utility districts, acts or neglect of other Contractors performing other Work, provided Contractor has fully and completely performed its responsibilities under the Contract Documents, including but not limited to, its cooperation and coordination responsibilities required by the Contract Documents, and that there are no concurrent delays that are the responsibility of the Contractor.

- F. In accordance with Section 4215 of the Government Code, if the Contractor while performing the work on the Project discovers any existing main or trunk line utility facilities not identified by the public agency (the District) in the contract plans or specifications, Contractor shall immediately notify the public agency (the District) and utility in writing. The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out in Section 9 hereof. The Contractor shall not be assessed liquidated damages for this Construction Services Agreement and shall not be subject to any damages for delay in completion of the Project, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of the existing main or trunk line utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the District and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunk line utility facilities, or to provide for its removal or relocation.
- G. Contractor shall not be charged for liquidated damages, as set forth in the Agreement, because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to: acts of God as defined in Public Contract Code section 7105, or of public enemy, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather or delays of subcontractors due to such causes, provided that Contractor has taken reasonable precautions to prevent further delays owing to such causes. The normal seasonal weather conditions for the Mission Viejo, California area, is agreed herein to result in fourteen (14) days per calendar year wherein construction work may not be performed due to inclement weather. Any resulting "dry-out" time shall not be included within the fourteen (14) days and shall not be considered reason for a time extension.
1. Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the days established above. No less than fourteen (14) calendar days per calendar year will be allotted for in Contractor's schedule. The weather days shall be shown on the schedule and if not used will become float for the Project's use. Contractor will only be allowed a day-for-day weather delay when a weather condition impacts critical path work. Contractor is expected to work seven (7) days per week (if necessary, irrespective of inclement weather), to maintain access, and to protect the work under construction from the effects of inclement weather.
 2. If the weather is unusually severe and prevents Contractor from beginning work at the usual daily starting time, or prevents Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, Architect will designate such time as unavoidable delay and grant one (1) calendar-day extension.
- H. Contractor shall within ten (10) calendar days of beginning of any delay notify District in writing of causes of delay. Thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. District's findings of fact thereon shall be final and conclusive on the parties hereto. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected. Contractor agrees that the extension of time granted under this Article shall be its sole and exclusive remedy for the consequences of any delay described above. For any such delay resulting from the actions or inactions of Architect, District, or their officers, agents, and employees, or changes to the scope of the Work which impact the schedule, Contractor shall be entitled to reimbursement for its reasonable additional costs resulting from such delay, but not any additional profit or fee.
- I. Contractor acknowledges the extreme importance of promptly notifying and thoroughly documenting any request for time extension and further specifically acknowledges that District will suffer extreme prejudice should Contractor fail in any way to comply with this requirement. Failure to comply with the procedures and time limits established in this Article shall constitute a waiver of such request. Evidence presented by

Contractor that District had actual notice of the time extension request, that District was not prejudiced by Contractor's failure to comply with this requirement, and/or that District considered Contractor's request despite Contractor's failure to strictly comply with this provision shall not render this requirement unenforceable.

- J. Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its work at no additional cost or advance payment from District to assure that there will be no delays. An extension of time will not be granted for a delay caused by a shortage of materials, except District-furnished materials. Contractor is responsible to bring inability to obtain material in a timely fashion to the Architect's attention and so as not to cause delay to the Project. No consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost, unless it is shown to the satisfaction of Architect that such material could have been obtained only at exorbitant prices, entirely inconsistent with current rates for such material taking into account the quantities involved and the usual practices in obtaining such quantities and that such fact could not have been known or anticipated at the time this Construction Services Agreement was entered into.
- K. Contractor shall not be entitled to additional compensation for delays within its control. Contractor is aware that governmental agencies, such as the Department of General Services, gas companies, electrical utility companies, water districts and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Contractor has included any days necessary to comply with DSA's project inspection card requirements including DSA Form 6C, 152, 156 and PR 13-01.
- L. District reserves the right to occupy any building or portion thereof or use any improvement contemplated by the Contract Documents prior to the completion of the entire Project. A list of work to be completed and corrected by Contractor, if any, shall be prepared and agreed to between District and Contractor before any such occupancy or use. Such occupancy or use shall not operate as an acceptance of any part of the Project but shall start the guaranty-warranty period on the structure or portion thereof so occupied or improvement or equipment so used; provided, however, that such occupancy or use shall not start the guaranty-warranty period as to items appearing on the list of work yet to be completed and corrected or as to structures or improvements (or portions thereof) that are not occupied or used. No such occupancy or use shall be deemed to have occurred unless and until District has given Contractor written notice of its intention to so occupy or use any particular structure or improvement specifying the portion or portions of the structure, improvement or equipment which will be deemed so occupied or used. District and Contractor shall take reasonable steps to obtain the consent of Contractor's insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse of or reduction of such insurance. Such occupancy or use by District shall relieve Contractor of (and District shall assume) the responsibility for injury or damage to said occupied or used portions of the Project resulting from use by District or the public or from the action of the elements or from any other cause, except injury or damage resulting from the operations, negligence or intentional acts of Contractor, any subcontractors or material suppliers of any tier, or their officers, employees or agents.
- M. If Contractor submits a revised schedule showing an earlier completion date for the Project, any early completion days shall be considered float for the Project's use. The District's acceptance of such revised schedule shall not entitle Contractor to any delay claim or disruption damages or any other damages due to any such revised schedule. Nothing provided here in shall be construed as a direct, indirect or implicit acceleration order to the Contractor.
- N. Contractor agrees that failure to timely submit the progress schedule, the monthly schedule or any revised progress schedule requested by the Architect or the District may result in delay in payment to Contractor.
- O. In addition to the requirement to update the baseline Time Schedule, Contractor is responsible to provide a four week rolling progress schedule at each progress meeting. This schedule shall roll off the Time Schedule or include activities from the Time Schedule that align with the dates and durations for reference. Schedule will include activities that are 1 week behind the Data Date and 3 weeks ahead of the Data Date. The Data Date shall be the date of the progress meeting. Schedule shall include information for all trades on-site. Schedule will identify any work that is proposed outside the regular working hours.
- P. Contractor will provide a digger report (version 3.0 or later) with each schedule submittal.

- Q. The term “Fully Completed and Accepted,” as used herein, shall mean that all work has been completed in accordance with the Construction Documents and that successful testing, startup and commissioning, LEED certification if required by Project and satisfactory operation of the Project as a total unit has been accomplished in conformance with the Construction Documents.
1. The District shall accept completion of the Project and have the Notice of Completion recorded within ten (10) days of acceptance of completion of the Project when the entire work including punch list items shall have been completed to the satisfaction of the District. The work may only be accepted as complete by action of the District’s Governing Board.
 2. However, the District, at its sole option, may accept completion of the Project and have the Notice of Completion recorded when the entire work including individual portions of the work shall have been completed to the satisfaction of the District, except for minor corrective items, as distinguished from incomplete items.
 3. A final walk through of the Project to determine completion and to record the Notice of Completion shall occur only upon a valid claim by Contractor that the Project is complete except for minor corrective items. Any erroneous claims of completion by Contractor resulting in a premature walk through shall be at Contractor’s sole cost and expense and District shall make adjustments to the contract price by reducing the amount thereof to pay for any costs incurred by the District due to the erroneous claims by the Contractor that the Project is complete. Minor corrective items shall be identified in the final walk through of the Project.
 4. If the Contractor fails to complete the minor corrective items prior to the expiration of the thirty-five (35) day period immediately following recording of the Notice of Completion, the District shall withhold from the final payment an amount equal to one hundred fifty percent (150%), as determined by the District, of the amount of each item until such time as the item is completed. Public Contract Code Section 7107. At the end of such 35-day period, if there are items remaining to be corrected, the District may elect to proceed as follows:
 - a. If Contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after ten (10) days written notice to the Contractor and without prejudice to any other remedy it may have, make good such deficiencies.
 - b. The District shall adjust the total contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct work not done in accordance with the Contract Documents, an equitable reduction in the contract price shall be made therefore.

SECTION 11 TERMINATION OF AGREEMENT

A. Termination for Breach.

1. If the Contractor refuses or fails to proceed with the construction of the Project or any separable part thereof with such diligence as will insure its completion within the time specified by this Construction Services Agreement or any extension thereof, or fails to complete the Project within such time, or if the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Construction Services Agreement, the District may serve written notice upon the Contractor and its Surety of the District’s intention to terminate this Construction Services Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Construction Services Agreement and a statement to that effect that the Contractor’s right to perform work on the Project shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to the District have been made for correction of said violations.
2. In the event that the District serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform this Construction Services

Agreement. If the Surety does not: (1) give the District written notice of Surety's intention to take over and commence performance of this Construction Services Agreement within fifteen (15) days of the District's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of this Construction Services Agreement within thirty (30) days of the District's service of said notice upon Surety; then the District may take over the Project and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.

3. In the event that the District elects to obtain an alternative performance of the Construction Services Agreement as specified above: (1) the District may, without liability for so doing, take possession of and utilize in completion of the Project such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion; and (2) Surety shall be liable to the District for any cost or other damage to the District necessitated by the District securing an alternate performance pursuant to this Section 11.
 4. The expense of finishing the work, including compensation for additional Architectural, managerial, and administrative services, shall be a charge against Contractor and Contractor agrees that the charge may be deducted from any money due or becoming due to Contractor from District or Contractor shall pay the charge to the District. Expense incurred by District as herein provided, and damage incurred through Contractor's default, shall be certified to District by Architect. The surety shall become liable for payment should Contractor fail to pay in full any cost incurred by the District.
- B. Termination for Convenience.
1. The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest.
 2. The District shall terminate all or any part of the Project upon delivery to the Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.
 3. After receipt of Notice of Termination, and except as directed by the District's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
 - a. Stop Work as specified in the Notice of Termination.
 - b. Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents and to ensure quality of material left on-site.
 - c. Leave the Property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
 - d. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
 - e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Construction Services Agreement.
 - f. Submit to the District's Representative, within ten (10) days from the Project termination date found in the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Project termination date, including termination costs related to demobilizing and closing out the Project, found in the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Construction Services Agreement pursuant to this clause, which costs the Contractor is authorized under the Construction Services Agreement to incur, shall: (i) be submitted to and received by the District no later than thirty (30) days after the Project termination date found in the Notice of

Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."

4. Termination of the Construction Services Agreement shall not relieve the Surety of its obligation for any just claims arising out of or relating to the work performed on the Project.
 5. In the event that the District exercises its right to terminate this Construction Services Agreement pursuant to this clause, the District shall pay the Contractor, upon the Contractor's submission of the documentation required by this provision, and other applicable provisions of the Construction Services Agreement the following amounts:
 - a. All actual costs incurred according to the provisions of this Construction Services Agreement including but not limited to insurance costs incurred in connection with the Project.
 - b. A reasonable allowance for profit on the cost of the work on the Project performed, provided Contractor establishes to the satisfaction of the District, that it is reasonably probable that the Contractor would have made a profit had the Construction Services Agreement been completed and provided further, that the profit allowed shall in no event exceed four percent (4%) of costs. In no event shall the total amount exceed GMP.
 - c. A reasonable allowance, but in no case shall exceed Ten Thousand Dollars and 00/100 (\$10,000.00), for Contractor's Home Office administrative costs in determining the amount payable due to termination of the Construction Services Agreement under this Section 11.
- C. Termination of Agreement by Contractor.
1. The Contractor may terminate the Construction Services Agreement upon ten (10) days written notice to the District, whenever: (1) the entire Project has been suspended for ninety (90) consecutive days through no fault or negligence of the Contractor and notice to resume the Construction Services Agreement or to terminate the Construction Services Agreement has not been received from the District within this time period; or (2) the District should fail to pay the Contractor any approved sums due it following the receipt by District of a written request from the Contractor (unless such sums are contested by the District) in accordance with the terms of the Construction Services Agreement and within the time limits prescribed; or (3) the District shall elect not to appropriate funds and/or not to make two (2) successive Sublease Prepayments following the receipt by District of a request from the Contractor in its capacity as Lessor for each such Sublease Prepayment submitted pursuant to Section 26(A) of the Sublease. In the event of such termination, the Contractor shall have no claims against the District except for work performed on the Project as of the date of termination.
- D. In the event of a dispute between the parties as to performance of the work or the interpretation of this contract, or payment dispute, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Contractor agrees to continue the work diligently to completion.

SECTION 12 PERSONNEL ASSIGNMENT

- A. Contractor shall employ a competent, English speaking Project personnel including Project Manager, Field Superintendent, Project Engineer and necessary assistants who shall be in attendance at the Project Site during the performance of the work. Before commencing the work, Contractor shall designate in writing the name, qualifications, experience and references from owners and architects on previous projects for Contractor's proposed Project personnel who, on approval of District, shall have full authority to represent and act for Contractor. The proposed Project personnel shall be the same as listed in the prequalification proposal. All directions given to the Project Manager shall be as binding as if given to Contractor. A facsimile of the signatures of the authorized representatives of Contractor shall be submitted to Architect and District. Contractor's authorized representatives, or designated substitutes, acceptable to District, shall be present at the Site at all times that any work is in progress and at any time that any employee or subcontractor of Contractor is present at the Site and shall attend all job meetings. The Project personnel

shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share management duties with another project or job. The Project personnel shall not be replaced except with written consent of District, unless Project personnel proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District and Architect in writing within one day of occurrence. In this event, Contractor shall provide immediate replacement, while undergoing District review of proposed permanent replacement. Proposed replacement must be provided within five (5) days of occurrence. The Project Manager shall represent Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from Architect, Inspector, District or any other District representative. All Requests for Information shall be originated by the Project Manager and responses thereto shall be given to the Project Manager. No work shall begin on any day by any subcontractor or other person on the Project site until Contractor management personnel has arrived, or shall any work continue during the day after the Contractor management personnel has departed from the Project Site. The Project Manager shall have authority to bind Contractor through the Project Manager's acts.

- B. Contractor shall notify District and Architect, in writing, when Contractor desires to change the Project personnel for the Project, and shall provide the information specified above. The new permanent Project personnel cannot serve on the Project beyond five day temporary timeframe until approved by District. District shall have the right, at any time, to direct a change in Contractor's Project personnel if performance is unsatisfactory, as determined by District, in its sole discretion.
- C. Contractor shall be solely responsible for the construction means, methods, techniques, sequences, procedures, and coordinating all portions of the work under the Contract Documents, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents. Contractor shall not perform the work without utilizing the Contract Documents or, where required, approved shop drawings, product data, or samples for any such portion of the work.
- D. Contractor shall be responsible to District for acts and omissions of Contractor's employees, subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the work under direct or indirect contract with Contractor or any of its subcontractors.

SECTION 13 MAINTENANCE OF RECORDS; AUDIT/OWNERSHIP OF DOCUMENTS.

- A. The Contractor, and any subcontractors, shall keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the course of its activities and operations related to the Project. These documents may include sales slips, invoices, payrolls, personnel records, requests for subcontractor payment, and other data relating to all matters covered by the Contract Documents. At all times during the construction of the Project, and for five (5) years following the termination of the term of the last Document, the Contractor, and any subcontractors, shall retain such data and records. During construction of the Project, the Contractor shall make available all requested data and records at reasonable locations within the County of Orange, at any time during normal business hours, and as often as the District deems necessary. If records are not made available within the County of Orange during the construction of the Project, the Contractor shall pay the District's travel costs to the location where the records are maintained. Upon completion of the construction of the Project, Contractor shall provide District with one (1) complete copy of all books, records and accounts of all financial transactions in the course of its activities and operations related to the Project, including but not limited to sales slips, invoices, payrolls, personnel records, requests for subcontractor payment and other data relating to all matters covered by the Contract Documents. Failure to make requested records available for audit by the date requested will entitle the District to terminate this Construction Services Agreement, subject to the notice and right to cure periods specified within section 11(A)(1) of this Construction Services Agreement. Contractor, at all times, shall remain responsible for providing all such documentation, and shall ensure all subcontractors provide such information to ensure Contractor's complete copy of all books, records and accounts described above are, in fact, complete.
- B. State Audit. Pursuant to and in accordance with the provisions of Government Code § 8546.7, or any amendments thereto, all books, records, and files of the District, the Contractor, or any subcontractor connected with the performance of this Agreement involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be

subject to the examination and audit of the Office of the Auditor General of the State of California for a period of five (5) years after Retention Payment is made or a Notice of Completion is Recorded, whichever occurs first. Contractor shall preserve and cause to be preserved such books, records, hard drives, electronic media, and files for the audit period.

- C. District Audit. Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Contractor, through execution of this Agreement, also agrees the District shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. The purpose of this Audit is to quickly and efficiently resolve disputes based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information. The District shall perform any audits at its own cost and any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or District. In the event the independent auditor determines that Change Orders, Response to Request for Proposals, Claims, Appeal of Claims, or other requests for payment the Auditor shall report the results of the Audit findings to the District and provide a copy to the Contractor after giving the District Board the opportunity for at least 10 days review. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in the manner set forth under Section 34.
- D. Failure to Produce Books or Records. If Contractor having agreed to the terms of this Agreement fails to produce books or records requested by Auditor, such failure to produce books or records that were required to be preserved for the Audit, it shall be presumed that the information contained in the withheld books or records were unfavorable to the Contractor and the Auditor shall note this refusal in the results of the Audit findings for further evaluation by the District and the District's Board. The refusal to release records that are concerning monies associated with the Project may be used as a grounds to debar the Contractor from future projects for failure to preserve records under this Section and the failure to produce required audit records may also be used as a grounds for a negative finding against the Contractor depending on the significance of the records that are withheld by Contractor. Failure to produce job cost data tied to job cost categories and budgets shall be presumed an intentional failure to produce key audit records. Similarly, failure to produce daily time records (prepared at or near the time of the work actually took place shall be presumed an intentional failure to produce key audited records.
- E. Inefficiency, Acceleration or Delay Claims. If Contractor is seeking costs for inefficiency, home office overhead, or unanticipated increased costs due to delays or acceleration, Contractor shall also produce copies of the original bid and cost tabulation utilized in submitting Contractor's price or costs for the Project. This document shall be considered confidential and shall not be subject to disclosure through a Public Records Act and shall not be distributed to anyone other than the District and the District's counsel. This bid tabulation or cost information shall only be used in litigation, arbitration, evaluation of Claims or Disputes, Audit, and trial. If the records for the bid tabulation or cost information are kept on a computer, the Contractor shall also produce all metadata (in native format) that accompanies the bid tabulation or cost information for inspection to prove the authenticity of the underlying bid tabulation or cost information. Failure to produce the bid tabulation or cost information for review of inefficiency, home office overhead, or unanticipated increased costs due to delays or accelerations shall be considered material evidence that the bid tabulation was not favorable to the Contractor. This evidence shall be entered as a jury instruction for trial that the bid tabulation or cost information was not produced and the bid tabulation information or cost information was unfavorable to the Contractor. The evidence may also be used in debarment proceedings, and noted as an exception to an Audit Findings.
- F. Upon notification of Contractor concerning the results of the Audit and a reasonable time has passed for Contractor to respond to Audit Findings and if either there is no Dispute of the Audit Findings under this Section or if the result after utilizing the Disputes Clause confirms the Audit Findings, the District may seek any Savings that have not been accounted for with District and may also seek reimbursement for overstated Claims, Change Orders, or Appeal of Claims.
- G. Ownership of Drawings. Notwithstanding any provision of this Agreement, all drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.

SECTION 14 PREVAILING RATES OF WAGES; RECORDS, APPRENTICE

A. Wage Rates, Travel and Subsistence.

1. Wage Rates.

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations (“Director”). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project, but such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

NOTICE OF AMENDMENT TO LABOR CODE (Division 2, Part 7, Chapter 1): As of July 1, 2014, the new contractor registration program subjects contractors to an annual non-refundable fee (initially set at \$300) paid directly to the Department of Industrial Relations (DIR). This applies to all contractors and subcontractors who intend to work on public works projects. On-line registration (payable only by credit card) will mandate minimum qualifications including (1) workers compensation coverage for any employees, (2) the use of subcontractors who are also registered public works contractors, (3) CSLB contractor licenses, if applicable, (4) no outstanding unpaid wage or penalty assessments due to any employee or agency, (5) no debarments and no recent registration violations, and (6) no prior violation of registration requirements once the requirements become effective.

2. Holiday and Overtime Pay.

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

3. Wage Rates Not Affected by Subcontracts.

The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

4. Per Diem Wages.

The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

5. Forfeiture and Payments.

Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any work done under the Agreement by the Contractor or by any subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or subcontractor; and (2) whether the Contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

B. Records of Wages Paid.

1. Payroll Records.

- a. Pursuant to §1776 of the Labor Code, each Contractor and subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.
- b. All payroll records shall be certified and submitted to the District with each application for payment but shall not be submitted less than once per month. In addition, all payroll records of the Contractor and all subcontractors shall be furnished directly to the Labor Commissioner not less than once per month and in a format prescribed by the Labor Commissioner in accordance with Labor Code section 1171.4. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - i. a certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - ii. a certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - iii. a certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.
- d. The Contractor or subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 (ten) calendar days after receipt of a written request.
- e. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the contract or the subcontractor(s)

performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.

- f. The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.
- g. The Contractor or subcontractor(s) shall have ten (10) calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

Responsibility for compliance with this Section and all Labor Code requirements enacted and associated with the work of this Project shall rest upon the Contractor.

2. Withholding of Contract Payments & Penalties.

The District may withhold or delay contract payments to the Contractor if:

- a. The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or
- b. The Contractor or any subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
- c. The Contractor or subcontractor(s) submit incomplete or inadequate payroll records; or
- d. The Contractor or subcontractor(s) fail to comply with the Labor Code requirements; or concerning apprentices; or
- e. The Contractor or subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

When determining GMP, Contractor shall include to the extent possible anticipated general prevailing wage rates for the time when work on the Project will actually be performed.

SECTION 15 DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

The Contractor, or any subcontractor working under the Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by the Contractor on the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

SECTION 16 EMPLOYMENT OF APPRENTICES

- A. **Apprentice Wages and Definitions.** All apprentices employed by the Contractor to perform services under the Contract Documents shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in Section 3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with Section 3070) of Division 3, are eligible to be employed under these Contract Documents. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.
- B. **Employment of Apprentices.** Contractor agrees to comply with the requirements of Labor Code section 1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the work under the Contract Documents or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code section 1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project Site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code section 1777.5.
- C. **Submission of Contract Information.** Prior to commencing work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within sixty (60) days after concluding work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.
- D. **Apprentice Fund.** The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her proposal or bid for the Contract Documents.
- E. **Contractor Compliance.** The responsibility of compliance with Article 13 and Section 1777.5 of the Labor Code for all apprenticeable occupations is with the Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code section 1777.5 shall be subject to the penalties set forth in Labor Code section 1777.7.

SECTION 17 HOURS OF WORK

- A. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty five dollars (\$25) for each worker employed in the execution of

work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.

- B. Construction work on the Project shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, during those business hours allowed by the City of Mission Viejo for the type of work to be performed, however, nothing herein shall prevent Contractor from working weekends and after hours in order to complete the Project so long as not otherwise prohibited by law or local ordinances or regulations.
- C. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed and included within the GMP, unless otherwise agreed to in writing before the work in question is commenced pursuant to Section 9, Extra Work/Modifications.

SECTION 18 [NOT USED.]

SECTION 19 BONDING REQUIREMENTS

The Contractor shall provide the following bonds:

- A. A "Payment Bond" (material and labor bond) from a California admitted surety and in the form attached hereto, shall be provided by Contractor for the Project within five (5) business days after the Project commencement date in the Notice to Proceed for the Project. Contractor shall not perform any work on the Project until the approved Payment Bond is provided and Contractor shall be responsible for any delays associated with not providing the required Payment Bond in a timely manner. The Payment Bond shall be for One Hundred Percent (100%) of the GMP of the Project, to satisfy claims of materials suppliers and of mechanics and laborers employed on the Project. The Payment Bond shall be maintained by the Contractor in full force and effect for the Project until the Project is Fully Completed and Accepted and until all claims for materials and labor are paid, and shall otherwise comply with California law. The Payment Bond, once obtained, shall be attached to this Construction Services Agreement as Exhibit "D." In the event the GMP is increased in accordance with the provisions set forth in Section 9 above, the Contractor must increase the Payment Bond to equal the revised GMP. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the Payment Bond must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of Orange that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California.
- B. A "Faithful Performance Bond" from a California admitted surety and in the form attached hereto shall be provided by Contractor for the Project within five (5) business days after Project commencement date in the Notice to Proceed. Contractor shall not perform any work on the Project until the approved Faithful Performance Bond is provided and Contractor shall be responsible for any delays associated with not providing the required Faithful Performance Bond in a timely manner. The Faithful Performance Bond shall be for One Hundred Percent (100%) of the GMP for the Project to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the District, and that all materials and workmanship shall be free from original or developed defects. The Faithful Performance Bond shall be in the form attached hereto and shall be maintained by the Contractor in full force and effect until the Project is Fully Completed and Accepted and until all claims for materials and labor are paid, and shall otherwise comply with California law. The Faithful Performance Bond shall name the District as the entity to which the Principal and Surety, as defined in the Faithful Performance Bond, are bound. The Faithful Performance Bond shall be attached to this Construction Services Agreement as Exhibit "E." In the event the GMP is increased in accordance with the provisions set forth in Section 9 above, Contractor must

increase the Faithful Performance Bonds to equal the revised GMP. The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the Performance Bond must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of Orange that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California.

- C. The bonds required by this section shall meet the following criteria:
1. Each bond shall be signed by both the Contractor and a notary and the signature of the authorized agent of the surety shall be notarized.
 2. Should any bond become insufficient, the Contractor shall renew or amend the bond within ten (10) business days after receiving notice from the District.
 3. Should any surety at any time not be a California admitted surety, notice will be given to the District to that effect. No further payments shall be deemed due or shall be made under this Construction Services Agreement until a new surety shall qualify and be accepted by the District.
 4. Changes in the work, or extensions of time, made pursuant to the Construction Services Agreement shall in no way release the Contractor or the surety from its obligations. Notice of such changes or extensions shall be waived by the surety.
- D. Contractor is hereby authorized to obtain a Performance and Payment Bond from any subcontractors selected by Contractor at its discretion and cost. Any bonds required by this subsection shall comply with the requirements set forth above in Section 19 (A)-(C). With the prior approval of the District, Contractor may implement a Contractor's Default Insurance (CDI) Program in lieu of providing Subcontractor Payment and Performance Bonds. Should the District allow the Contractor to implement such a CDI program, the costs shall not exceed 1.2% of the value of the subcontract agreements. Unless specifically requested by the District in writing, any costs related to subcontractor bonds or a CDI program shall be Contractor's responsibility and not included in the GMP.

SECTION 20 SUBLEASE PAYMENTS AND RETENTION

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, except as otherwise provided in this Construction Services Agreement. The Executive Director of Facilities Planning and Purchasing has made a finding that the Project is not substantially complex and will not require a higher retention amount than 5 percent and the actual retention amount will be 5% of the actual work completed. Subject to the provisions set forth in the Sublease Agreement, each month while Contractor is providing Construction Services, District shall pay to Contractor a sum equal to ninety percent (95%) of value of the construction service work performed up to the last day of the previous month, less aggregate of previous payments. If all of the necessary information is submitted and accurate (including the schedule of values), District shall approve the Lease Payments within fifteen (15) days after District's receipt of the periodic estimate for partial payment and District shall pay such payments within fifteen (15) days after the District's approval of the periodic estimate for partial payment. The parties agree that the District may, in its sole and absolute discretion, decrease any and all remaining retention amounts for Project scope of work to a fixed amount, after such work is completed, and still allow for Extra Work/Modifications as may be agreed upon by the parties pursuant Section 9 hereof for minor work added to the Project's additional scope of work. Lease Payments shall be made on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District with a pencil draft provided and percentages reviewed by the 21st of every month. The final Lease Payment will be certified by Architect and Project Inspector, or any other approved representative of the District, and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall release Contractor or any bondsman from such work or from enforcing each and every provision of this document and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or

proper direction concerning non-complying work or any portion thereof given by the District lacks correction by Contractor. District shall withhold from the Progress Payments 150% of the estimated value of non-complying work unless satisfactorily corrected or remedied.

In no event shall the cumulative total of the Lease Payments, along with the balance of any anticipated retention ever exceed the GMP as defined herein, unless modified pursuant to Article 9 of this document.

- B. Title to new materials and/or equipment for the work of this contract, on a continuous basis while the Project is being completed, shall vest in the District. However, responsibility for such new material and/or work of this contract shall remain with the Contractor until incorporated into the work and accepted by District; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of this contract; and Contractor shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the owner or his authorized representative.
- C. District may pay Contractor Sublease Prepayments pursuant to the terms and conditions set forth in Section 26 of the Sublease and this Section 20, which terms and conditions include the ten percent (10%) described in Section 26 of the Sublease (the "retention"). The District shall retain and release such retention pursuant to Public Contract Code sections 7107, 7201 and 9203, as those sections may be amended from time to time. Provided, however, prior to, and as a condition precedent for the release of retention, the Contractor shall provide the District with all written documentation required by the DVBE policy attached hereto as Exhibit "C."
- D. District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:
 - 1. Payments which may be past due and payable for just claims against Contractor or any subcontractors, or against and about the performance of work on the Project.
 - 2. The cost of defective work which Contractor has not remedied.
 - 3. Liquidated damages assessed against Contractor.
 - 4. Penalties for violation of labor laws.
 - 5. Not Used
 - 6. The cost of completion of this Agreement if there exists a reasonable doubt that this Agreement can be completed for the balance then unpaid to Contractor.
 - 7. Damage to District, another contractor, or subcontractor.
 - 8. Site clean-up
 - 9. Payments to indemnify, defend, or hold harmless the District.
 - 10. Any payments due to the District including but not limited to payments for failed tests, utilities or imperfections.
 - 11. Extra services for Architect.
 - 12. Extra services for the Inspector including but not limited to re-inspection required due to Contractor's failed tests or installation of unapproved or defective materials and Contractor's requests for inspection and Contractor's failure to attend the inspection.
 - 13. Failure of Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders and verified reports.
 - 14. Any other obligation(s) of the District which the District is authorized and/or compelled by law to perform.

If the above grounds are in the opinion of the District removed by or at the expense of Contractor, payment shall be made for amounts withheld because of them.

District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such

payments may be made without prior judicial determination of claim or obligations. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

As an alternative to payment of such claims or obligations, District, in its sole discretion, may reduce the total contract price.

SECTION 21 CORRECTION OF WORK: WARRANTY

- A. Contractor shall promptly remove all work identified by District as failing to conform to the Contract Documents, whether incorporated or not. Contractor shall promptly replace and re-execute its own work to comply with Contract Documents without additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- B. If Contractor does not remove such work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days' time thereafter, District may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor
- C. Neither final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work under this Construction Services Agreement will be free of faulty materials or workmanship and hereby agrees, within ten (10) business days upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending one (1) years after the date of completion of the Project, as defined in Section 10 hereof. The foregoing warranty of Contractor also applies to the remedy, repair or replacement of defects which may appear as a result of faulty designs prepared by Contractor and/or any party retained by, through or under Contractor in connection with the Project, but the foregoing warranty of Contractor does not guarantee against damage to the Project sustained by use, wear, intentional acts, accidents, or lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Contractor, except where such changes or additions to the Project are made in accordance with Contractor's directions. No guarantee furnished by a party other than Contractor with respect to equipment manufactured or supplied by such party shall relieve Contractor from the foregoing warranty obligation of Contractor. The warranty period set forth herein above shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply. Contractor agrees to provide the District with all equipment and materials warranties provided by manufacturers to District but has no obligation to assist in processing such warranty claims after said one (1) year warranty period.

SECTION 22 ASSIGNMENT OF ANTI TRUST CLAIMS

The Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the Construction Services Agreement. This assignment shall become effective at the time the District tenders the final Lease Payment to Contractor, without further acknowledgment by the parties.

SECTION 23 PROTECTION OF PERSONS AND PROPERTY

- A. Contractor has been advised and is aware that District limits the use of tobacco products on the construction site. Contractor shall be responsible for the enforcement of District's tobacco policy among all Contractors' employees and subcontractors while on District property. Contractor understands and agrees that should any employee or subcontractor of Contractor violate this procedure, after having already been warned once for violating District's tobacco policy, Contractor shall remove the individual for the duration

of the Project. Contractor shall not be entitled to any additional compensation and/or time in completing the Project as a result of such removal.

- B. Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of alcohol or illegal drugs while on the Project. Contractor shall prevent any of its employees or its subcontractors' employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project.
- C. Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by District. All work shall be solely at Contractor's risk with the exception of damage to the work in excess of five (5) percent of the Contract amount caused by "acts of God" as defined in Public Contract Code Section 7105(b)(2).
- D. Contractor shall take, and require subcontractors to take, all necessary precautions for safety of workers on the work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.
- E. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is hereby required to act, at its discretion, to prevent such threatened loss or injury; and Contractor shall so act if so authorized or instructed by District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- F. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- G. Contractor shall take adequate precautions to protect existing landscaping, roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair work shall be obtained and paid for by Contractor.
- H. Contractor shall (unless waived by District in writing):
 - 1. When performing construction on existing sites, become informed and take into specific account the maturity of the students on the site; and when performing work which may interfere with the academic routine before, during or after hours, enclose working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular campus activities; and schedule major delivery, import, or export activities around times of demonstrated traffic congestion, as determined in the District's sole reasonable discretion.
 - 2. Not allow any person, other than workers on the Project, or individuals authorized by District to come upon any portion of the premises where work is being performed. Contractor shall require all workers on the Project to be conspicuously identified either by a firm logo on their clothing, or by means of a prominent identification badge.
 - 3. Provide substantial barricades around any shrubs or trees indicated to be preserved.

4. Deliver materials to building area over route designated by District.
 5. Take preventive measures to eliminate objectionable dust.
 6. Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of District; and shall not interfere with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District regarding signs, advertising, fires, smoking, the presence of liquor, and the presence of firearms and require that all workers comply with all regulations while on construction site.
 7. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer at no cost to District.
 8. Not allow personal radios used for entertainment on the work site.
 9. Where the Project involves work at an operating campus, inform and take such preventive measures necessary to insure that all employees, subcontractors and other individuals authorized on the Project site refrain from any personal contact or conversations with the students, staff and faculty not specifically assigned to address construction issues.
- I. Should Contractor encounter any material defined as being hazardous by Section 25249.5 *et seq.* of the California Health and Safety Code, also known as the Safe Drinking Water and Toxic Enforcement Act of 1986 Proposition 65, on the site which has not been rendered harmless, Contractor shall immediately stop work in the affected area and notify District and the Architect of the condition in writing. Work in the affected area shall not be resumed except by written agreement of District and Contractor if the hazardous material has not been rendered harmless. The work in the affected area shall be resumed in the absence of hazardous material, or when it has been rendered harmless.
- J. Contractor shall not impose structural loading upon any part of the work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the work. The design of all temporary construction equipment and appliances used in construction of the work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. Contractor shall take reasonable and customary precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the work. The installation of such bracing or shoring shall not damage the work in place or the work installed by others. Any damage which does occur shall be promptly repaired by Contractor at no cost to District.
- K. Contractor shall require that subcontractors participate in, and enforce, the safety and loss prevention programs established by Contractor for the Project, which will cover all work performed by Contractor and its subcontractors. All subcontractors and material or equipment suppliers shall cooperate fully with Contractor, District, and all insurance carriers. Subcontractors shall immediately, within twenty four (24) hours, report in writing to Contractor all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to District giving full details of the accident.
- L. Contractor and subcontractors shall use only those ingress and egress routes designated by District, observe the boundaries of the Site designated by District, park only in those areas designated by District, which areas may be on or off the Site, and comply with any parking control program established by District, such as furnishing license plate information, placing identifying stickers on vehicles, and paying parking fee for privilege of parking outside of laydown area.
- M. Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site, materials, persons and property.

- N. Contractor shall, for all contracts involving state funds, submit a "Drug-Free Workplace Certification." This form is attached hereto as Exhibit "H" and must be signed under the penalty of perjury and dated prior to commencing work on this Project. Contractor shall take all reasonable steps necessary to ensure that any employees of Contractor or any of its subcontractors' employees report for work in a manner fit to do their job. Such employees shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Project Site is not affected thereby). Contractor shall advise its employees of these requirements before they enter on the Site and shall immediately remove from the site any employee in violation of these requirements as determined by Contractor or by the District. Contractor shall impose these requirements on its subcontractors.
- O. Contractor and subcontractors shall at all times enforce strict discipline and good order among their employees and other persons carrying out the Contract and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Contractor to ensure compliance with this Article. Any person in the employ of Contractor or subcontractors whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the work site and shall not again be employed on it except with written consent of District. Contractor must sign and cause all subcontractors to sign the Conduct Rules for Contractors form attached as Exhibit "J" and incorporated herein by this reference prior to commencing work on the Project.
- P. Contractor shall be at all times during the performance of work hereunder in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and Contractor shall indemnify, hold harmless and defend District against any and all actions, proceedings, penalties or claims arising out of Contractor's failure to comply strictly with the IRCA.

SECTION 24 INSPECTION OF WORK/ Inspector and Architect

- A. **Inspection of Work/Inspector.** Tests and inspections will comply with California Code of Regulations and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction over the Project. The District shall hire its own Division of State Architect Inspector as required by law. District, District's Representatives, and the Division of the State Architect shall at all times have access to the work whether it is in preparation or progress, and Contractor shall provide proper facilities for such access and for inspection.
 - 1. If the specifications, District's timely instructions, the Division of the State Architect, or any public authority shall require the Site or the Project to be specially tested or approved, Contractor shall give District forty-eight (48) hour notice of its readiness for inspection and, if the inspection is to be performed by a party other than the District, of the date fixed for such inspection. Contractor understands and agrees that the Inspector for the Project may also serve concurrently as inspector for other District projects and may not therefore be available on site during the entire work day. It shall be the responsibility of Contractor to notify the Inspector not less than twenty-four (24) hours in advance of materials and equipment deliveries and required inspections. Inspections by District shall be promptly made, and, where practicable, shall be at the source of supply. Inspection of work shall not relieve Contractor from any obligation to fulfill the Contract Documents.
 - 2. If any work required to be inspected by the specifications, District's timely instruction or by a public authority should be covered up without the approval or consent of District, it must, if required by District, be uncovered for examination at Contractor's expense. Re-examination of previously approved and questioned work may be ordered by District and if so ordered, such work shall be uncovered by Contractor. If such work is found to be in accordance with the Contract Documents, District shall pay the time and material cost of re-examination and replacement. If such work is not in accordance with the Contract Documents, Contractor shall pay such costs, unless Contractor can demonstrate to the reasonable satisfaction of District that the defects in such work were caused by persons or entities other than Contractor or any of its subcontractors or employees.

3. Inspector or Architect shall have authority to stop work whenever provisions of Contract Documents are not being complied with and such noncompliance is discovered. Contractor shall instruct its employees accordingly.
 4. No work shall be performed by the Contractor solely upon the instructions or comments by the Inspector. The Inspector has no authority to interpret the Contract Documents or order extra work and any extra work performed without the written instruction of the District shall be at Contractor's sole cost and expense and there will be no delay damages incurred by District for such work
- B. **Inspector's Field Office.** Contractor shall provide for the use of inspector and Construction Manager, a separate trailer or temporary private office of not less than three hundred (300) square feet of floor area to be located as directed by Inspector and to be maintained until removal is authorized by District. The Office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock hasp. The Inspector's field office shall have heating and air-conditioning and shall be equipped with a white board in each office, and a larger whiteboard in the center conference area, telephone, a telephone answering machine, internet access, a fax machine and use of an on-site copier at Contractor's expense. A table satisfactory for the study of plans, two desks, two chairs, a table with 6 chairs, and a five drawer filing cabinet shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, internet, and adequate heat and air conditioning for the field office until authorized removal.
- C. **Architect.**
1. **Architect's Status.** In general and where appropriate and applicable, the Architect shall observe the progress and quality of the work on behalf of the District. The Architect shall have the authority to act on behalf of District only to the extent expressly provided in this Construction Services Agreement. After consultation with the Inspector and after using his/her best efforts to consult with the District, the Architect shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Construction Services Agreement. Contractor further acknowledges that the Architect shall be, in the first instance, the judge of the performance of this Construction Services Agreement
 2. **Architect's Decisions.** The Architect shall have all authority and responsibility established by law. The Architect has the authority to enforce compliance with the Contract Documents and the Contractor shall promptly comply with instructions from the Architect or an authorized representative of the Architect. On all questions related to the quantities, the acceptability of material, equipment or workmanship, the execution, progress or sequence of work, the interpretation of plans, specifications or drawings, and the acceptable performance of the Contractor pursuant to the decision of the Architect shall govern and shall be precedent to any payment unless otherwise ordered by the Governing Board.
 3. The progress and completion of the work shall not be impaired or delayed by virtue of any question or dispute arising out of or related to the foregoing matters and the instructions of the Architect relating thereto. Contractor shall promptly notify District in writing if the Architect fails within a reasonable time to make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the Project.
 4. General supervision and direction of the work by the Architect shall in no way imply that the Architect or his or her representatives are in any way responsible for the safety of the Contractor or its employees or that the Architect or his or her representatives will maintain supervision over the Contractor's construction methods or personnel other than to ensure that the quality of the finished work is in accordance with the Contract Documents.

SECTION 25 SUPERVISION

- A. Contractor shall maintain on site a competent Project Manager, Field Superintendent, Project Engineer and any other necessary assistants during the work. Before commencing the work herein, Contractor shall give written notice to District and Architect of the name, qualifications and experience of such superintendent. Proposed Superintendent shall be same as listed in prequalification proposal. If Superintendent is found

unsatisfactory by District, Contractor shall replace the Superintendent with one acceptable to the District. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District and Architect in writing and replace said Superintendent with one acceptable to the District. Superintendent shall represent Contractor and all directions given to Superintendent shall be as binding as if given to Contractor.

- B. The Project Manager shall represent Contractor and all directions given to the Project Manager shall be deemed to have been given to Contractor. Important directions shall be confirmed in writing to Contractor, and other direction shall be so confirmed to Contractor upon the written request of Contractor, in accordance with Section 47 hereof and the address listed therein. Replacement of the Project Manager shall be subject to the provisions of Section 12 above.
- C. Contractor shall give efficient supervision to the work, using its skill and attention and shall cause working drawings and specifications to be prepared and submitted to the District. Following agreement by Contractor and District with respect to said working drawings and specifications, it shall be Contractor's responsibility to perform the work described in said working drawings and specifications in substantial compliance with the Construction Documents. Notwithstanding the foregoing, Contractor may from time to time make minor and insignificant changes in said working drawings and specifications and perform the construction in accordance with such changed drawings and specifications without the consent of the District, provided that any such work performed by Contractor in accordance with such changed drawings and specifications shall be consistent with that specifically required to be performed by Contractor under the Construction Documents. For purposes of this Section, the term "minor and insignificant" shall mean changes which result in no change in quality, aesthetics or integrity of the original specifications of the Project. All changes, including minor and insignificant changes to the extent possible, should be placed on the agenda for regularly scheduled construction meetings between Contractor and District to ensure that District is aware of such changes. District agrees to promptly respond to Contractor's requests for information and approvals; and if it fails to do so, Construction Services Agreement completion dates will be extended.
- D. The Contractor shall verify all indicated dimensions before ordering materials or equipment, or before performing work. The Contractor shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing work. Errors, inconsistencies or omissions discovered shall be reported to the District at once. Upon commencement of any item of work, the Contractor shall be responsible for dimensions related to such item of work and shall make any corrections necessary to make work properly fit at no additional cost to District. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.
- E. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.

SECTION 26 SEPARATE CONTRACTS

- A. District reserves the right to let other contracts in connection with the construction of portions of the Project which are not being performed by Contractor hereunder. Any such contracts entered into by the District, and the work they provide for shall in no event interfere with the activities of the Contractor on the Project, but if they do, the District shall be liable to Contractor for its damages in connection with such interference. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Project with the work of such Contractors. Such contractors shall comply with all applicable State safety laws and regulations and shall provide a certificate of insurance naming Contractor as additional insured.
- B. If the proper execution of any part of the Contractor's work on the Project depends upon the work of any such Contractors, Contractor shall inspect and promptly report to District any patent defects or other problems it identifies in such work that render it unsuitable for such proper execution and results. Contractor is only required to inspect the work of such other Contractors and provide written acceptance of condition if adequate and prior to commencing its own further work in connection with or in relation to that

other work. Further, Contractor is only expected to identify patent defects or other problems, and is not required to do any destructive testing or to monitor the progress of such work by other Contractors prior to its completion. In no event shall the work of such other Contractors be covered by the warranty given by Contractor to the District, nor shall Contractor be required to provide insurance for such work.

- C. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on Project. If simultaneous execution of any contract for Project is likely to cause interference with performance of some other contract or contracts, District shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously.

SECTION 27 USE OF PREMISES/SAFETY

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not encumber the Site or existing facilities on the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site. The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 *et seq.*).

SECTION 28 CLEANING UP

Contractor shall at all times keep the Site of the Construction free from accumulations of waste material or rubbish caused by the performance of the Construction by Contractor, and weekly, Contractor shall remove from the Site of the Construction all such waste material and rubbish. Contractor to track disposal of debris to demonstrate compliance with LEED recycled materials requirement. Contractor shall remove from the Site of Construction at the completion of the Construction all tools, scaffolding and surplus materials belonging to Contractor and/or Contractor's subcontractors, laborers or material men, it being specifically understood that at the close of construction and prior to turning over the premises to the District for beneficial use and occupancy, Contractor shall leave the Site "broom clean," or its equivalent, and perform final housekeeping of building, unless more exactly specified.

SECTION 29 SITE REPRESENTATIONS

District warrants and represents that, District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site. District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit, or otherwise restrict the construction or use of said facility. However, in the event easements for permanent structures or permanent changes in existing facilities are necessary, they shall be secured and paid for by District, unless otherwise specified. Reference is made to the fact that District has provided information on the Site to Contractor. Such information shall not relieve the Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied himself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting himself with the conditions at the Site will be recognized.

SECTION 30 TRENCH SHORING

- A. **Trenches Five Feet or More in Depth.** The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. The Contractor shall also submit a copy of its annual trench/excavation permit approved by CAL-OSHA. The plan shall be prepared by a registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the

plan complies with CAL OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.

1. All shoring submittal shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittal shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.
2. Nothing in this Section shall relieve Contractor of the full responsibility for providing shoring, bracing sloping, or other provisions adequate for worker protection. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer and shall be approved by CAL-OSHA. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or the person to whom authority to accept has been delegated by the District.

SECTION 31 HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

- A. Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:
 1. Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 2. Subsurface or latent physical conditions at the Site differing from those indicated, including geological, soils, and or water table issues which impede construction or increase Construction Costs.
 3. Unknown physical conditions at the Site (not including structures or improvements) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Construction Services Agreement. Contractor's superintendent shall have asbestos and lead awareness training certificates and no less than 30 hours of OSHA safety training.
- B. District shall promptly investigate the conditions, and if it finds that the conditions materially so differ, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, may approve use of funds pursuant to the procedures described in the Construction Services Agreement. If asbestos related work or hazardous substance removal is discovered which is not disclosed in the Construction Documents, such work shall be performed pursuant to a contract separate from any other work to be performed as required by Section 25914.2 of the Health and Safety Code, as may from time to time be amended.
- C. In the event that a dispute arises between District and Contractor whether the conditions set forth in Paragraph A above materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Construction Services Agreement but shall proceed with all work to be performed under the Construction Services Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- D. The Provisions of Section 31 (A) - (C), above, shall also apply to this Construction Services Agreement if this Construction Services Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface.

SECTION 32 INSURANCE.

- A. Contractor's Insurance Requirements.
 1. Contractor shall not commence work nor shall it allow any subcontractor to commence work under this Agreement until all required insurance certificates and endorsements from admitted

surety insurers have been obtained and delivered in duplicate to and approved by District. Such insurance shall be issued by admitted surety insurers under the same conditions as required for bonds on the Project. Contractor shall provide proof of insurance on District approved forms without revisions.

Certificates and insurance policies shall include the following:

- a. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to District stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice.
 - b. "Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - c. Statement that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.
2. The Contractor shall purchase and maintain, during the performance of all work under this Construction Services Agreement insurance in amounts as specified below in this Construction Services Agreement.
- a. Commercial General Liability.
 - i. Coverage for Commercial General Liability insurance shall be at least as broad as the following:
 - (a) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
 - (b) Commercial General Liability Insurance must include coverage for the following:
 1. Bodily Injury and Property Damage
 2. Personal Injury/Advertising Injury
 3. Premises/Operations Liability
 4. Products/Completed Operations Liability
 5. Aggregate Limits that Apply per Project
 6. Explosion, Collapse and Underground (UCX) exclusion deleted
 7. Contractual Liability with respect to this Contract
 8. Broad Form Property Damage
 9. Independent Contractors Coverage
 - ii. All such policies shall name the District, the board (past and present) and each member of the board, is officers, employees, agents and volunteers as Additional Insureds under the policy.
 - iii. The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District. Subcontractor policies should require District approval. If such approvals are not obtained, it is agreed that the Contractor's insurance policy will serve as a primary policy in the event that any subcontractor's policy is insufficient to cover a loss sustained as a result of the Project.
 - b. Automobile Liability.

- i. At all times during the performance of the work under this Construction Services Agreement the Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies admitted to conduct business in the State of California by the Department of Insurance, acceptable to the District, in the amount specified below in this Construction Services Agreement.
 - ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
 - iii. The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the District. Subcontractor policies do not require District approval. If, however, such approvals are not obtained, it is agreed that the Contractor's insurance policy will serve as a primary policy in the event that any subcontractor's policy is insufficient to cover a loss sustained as a result of the Project.
 - iv. All such policies shall name the District, the board and each member of the board, its officers and employees as Additional Insureds under the policies.
- c. Workers' Compensation/Employer's Liability.
- i. The Contractor shall provide, during the life of this contract, workers' compensation insurance in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts not less than the limits specified below in this Construction Services Agreement for all of his employees engaged in work under this Construction Services Agreement, on or at the site of the Project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this contract, on or at the site of the Project, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers.
 - ii. Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage.

Statutory Workers' Compensation and Employer's Liability Coverage: Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability Insurance for a minimum limit of \$1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:

- (a) The Voluntary Compensation Endorsement; and
- (b) Broad Form All States Endorsement; and
- (c) The Longshoremen's and Harbor Workers endorsement, where applicable to the work under this contract; and
- (d) Waiver of Subrogation Endorsement.

- iii. If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District.
 - iv. Before beginning work, the Contractor shall furnish to the District satisfactory proof that he/she has taken out for the period covered by the work under this Construction Services Agreement full compensation insurance for all persons employed directly by him/her or through subcontractors in carrying out the work contemplated under this Construction Services Agreement all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof.
 - v. Contractor shall sign a Certificate Regarding Workers' Compensation Insurance which is attached to this Construction Services Agreement as Exhibit "G" incorporated herein by this reference.
- d. Builder's Risk "All Risk" Insurance.
- i. At all times during the performance of the work, Contractor shall maintain builder's risk insurance on an "all risk" completed value basis (including flood and earthquake) upon the entire Project which is the subject of the Construction Services Agreement. Coverage shall include completed work as well as work in progress. Such insurance shall include the District as Loss Payee. In the alternative, District may obtain such insurance directly.
 - ii. Such insurance may have a deductible clause but not to exceed the smaller of: five percent (5%) of the total amount of the Contract; or \$25,000.00 for all risks, except flood and earthquake. The deductible for flood shall not exceed five percent (5%) of the total amount of the Construction Services Agreement. The deductible for earthquake shall be determined by District.
 - iii. Such policies shall name the District and subcontractors of every tier as Additional Insured. However, any class of employee or employees not covered by a subcontractor's insurance policy shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Agreement, on or at the Project site, is not protected under the Worker's' Compensation Statutes, the Contractor shall provide, or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected.
 - iv. The making of Sublease Payments or Sublease Prepayments to the Contractor shall not be construed as creating an insurable risk interest by or for the District or be construed as relieving the Contractor or his subcontractors of responsibility for loss from any direct physical loss, damage, or destruction occurring prior to completion of the work by the District.
 - v. Waivers of Subrogation: The District and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other for damages caused by fire or other perils to the extent covered by the property insurance or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
 - vi. The insurer shall waive all rights of subrogation against the District and shall provide the District with a Certificate of Insurance for Builder's Risk insurance coverage and evidence of waiver of rights of subrogation against the District.

e. Fire Insurance

Contractor will procure at Contractor's own expense, and before commencement of any work under this Agreement, fire insurance on the Project unless it is included in the Builder's Risk policy. Amount of fire insurance shall be sufficient to protect against loss or damage in full until work is accepted by District. Contractor shall submit proof of insurance and shall provide endorsements on forms provided by the District or on forms approved by the District.

B. Minimum Policy Limits Required.

The following insurance limits are required for the Contract:

	Combined Single Limit
Commercial General Liability	\$3,000,000 per occurrence/\$5,000,000 aggregate for bodily injury, personal injury and property damage
	(However, subcontracts may include a minimum insurance requirement for subcontractor of \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage)
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Builder's Risk/ Fire	Completed value or replacement cost
Umbrella Excess Liability	\$5,000,000 over primary insurance

C. Evidence Required.

1. Prior to execution of the Construction Services Agreement the Contractor shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion, signed by the insurer's representative and Certificate of Insurance (ACORD Form 25 S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance. As noted below, the District or its authorized representative, may at its discretion, also request and obtain all required insurance policies presented through certificates of insurance for review and compliance.

D. Policy Provisions Required.

1. All policies of the Contractor shall contain a provision for 30 days advance written notice by the insurer(s) to the District of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates.
2. All policies shall contain a provision stating that the Contractor's policies are primary insurance and that the insurance of the District or any named insureds shall not be called upon to contribute to any loss.

E. Qualifying Insurers.

1. All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A-" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide.

F. Additional Insurance Provisions.

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Construction Services Agreement including but not limited to, the provisions concerning indemnification.
2. If at any time during the life of the Construction Services Agreement the Contractor fails to maintain in full force any insurance required by the Construction Services Agreement, including required limits, the District may acquire the necessary insurance for the Contractor and deduct the cost thereof from the appropriate Sublease Payments due the Contractor, or Sublease Prepayments made by the District.
3. The Contractor shall include all subcontractors as insureds under its policies or furnish separate certificates and endorsements for each subcontractor. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Construction Services Agreement. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by District as a result thereof, and shall cover all claims in excess of subcontractor's policy limits with Contractor's policies.
4. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
 - a. The policy retroactive date coincides with or precedes Contractor's commencement of work under this Construction Services Agreement (including subsequent policies purchased as renewals or replacements).
 - b. With respect to correction of work and warranty matters described herein, Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of this Construction Services Agreement, including the requirement of adding all additional insureds.
 - c. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Construction Services Agreement.
 - d. The policy allows for reporting of circumstances or incidents that might give rise to future claims.
 - e. The District may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.
 - f. Neither the District nor the Board, nor any member of the Board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Construction Services Agreement.

SECTION 33 HOLD HARMLESS

- A. Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Inspector, the State of California and their officers, employees, agents and independent

contractors from any legal action including attorneys' fees or other proceeding based upon such act, omission, breach or as otherwise required by this Section.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

1. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
 2. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including District, arising out of or in any way connected with work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
 3. Any dispute between Contractor and Contractor's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any subcontractor or material lman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.
- B. Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, Architect or CM, or employees, on account of or founded upon any cause, damage, or injury identified herein and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- C. Contractor shall ensure that its contract with each of its subcontractors contains provisions requiring the subcontractors to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California to a minimum level as set forth in this Section and consistent with the language of this Section.
- D. The Contractor's and subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

SECTION 34 RESOLUTION OF AGREEMENT DISPUTES & CLAIMS

- A. Decision of Architect. "Disputes" between District and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action within ten (10) days after Contractor's request for extra work/ modification is denied. If there is a CM, the CM shall receive the Dispute and may review and also assemble opinions and documents to assist the Architect. A decision by the Architect, pursuant to Section 34.E, shall be required as a condition precedent

to proceeding with remedies set forth in Section 34.K as to all such matters arising prior to the date any retention is due, regardless of whether such matters relate to execution and progress of the work, or the extent to which the work has reached final completion.

- B. Architect's Review. The Architect (and CM) will review Disputes and take one or more of the following preliminary actions upon receipt of a Dispute: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the Dispute in whole or in part, stating reasons for rejection; (4) recommend approval of the Claim; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. The Architect's review of Claims shall be impartial and meant to resolve Disputes. Pursuant to the case, Huber, Hunt & Nichols, Inc. v. Moore (1977) 67 Cal.App.3d 278, the Architect is provided a quasi-judicial immunity for interpreting and deciding Disputes between a District and Contractor.
- C. Documentation if Resolved. If a Dispute has been resolved, the Architect (and/or CM) will prepare a Change Order or obtain appropriate documentation to document the terms for Board approval.
- D. Actions if Not Resolved. If a Dispute has not been resolved and all documentation requested pursuant to Section 34.C has been provided, the Contractor shall, within ten (10) days after the Architect's preliminary response, assemble all the documents involved in the Dispute including copies of all back-up documentation of costs and the basis for the Dispute and take one or more of the following actions: (1) modify the initial Dispute; (2) notify the Architect that the initial Dispute stands; or (3) supplement with additional supporting data and re-submit to the Architect under Section 34.B.
- E. Architect's Written Decision. If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) the Architect shall provide a written decision twenty (20) days after compliance with Section 34.D. Upon expiration of such time period, the Architect (or Architect through CM) will render to the parties its written decision relative to the Dispute, including any change in the contract sum or contract time or both.
- F. The Architect may also request reasonable additional time to complete Architect's written decision.
- G. If the resolution of the Dispute by the Architect is not satisfactory to the Contractor and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated in a package of material that is complete, the Contractor may then submit a Claim to the District under Section 34.K.
- H. Continuing Contract Performance. Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract (less any withholdings or offsets). If the Dispute or Claim is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the Project is located, after the Project has been completed, and not before.
- I. District's Option to Submit Individual Disputes to Arbitration during Claims and Disputes Process. At the District's sole option, in order to more efficiently resolve claims during the Project and prior to the completion of the Claims Process, pursuant to Public Contract Code Section 9201, the District may submit individual Disputes or Claims for binding arbitration and Contractor agrees to the resolution of for each individual Dispute or Claim by an Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual Disputes, such resolution is full and final as to that particular Dispute or Claim. THIS INDIVIDUAL DISPUTE ARBITRATION PROCESS IS NOT AN ARBITRATION CLAUSE AND SHALL NOT BE CONSTRUED AS AN AGREEMENT TO ARBITRATE. THIS INDIVIDUAL DISPUTES ARBITRATION PROCESS IS FOR THE SOLE PURPOSE OF STREAMLINING AND RESOLVING CLAIMS DURING CONSTRUCTION AND SHALL BE REQUESTED ON SPECIFIC INDIVIDUAL ITEMS BY THE DISTRICT PRIOR TO RETENTION PAYMENT (EVEN IF THERE ARE DEDUCTIONS MADE FROM RETENTION PAYMENT) WHICH REPRESENTS THE FINAL

COMPLETION OF THE PROJECT. The Arbitration process shall not toll the Disputes, Claims, or Appeals process under Section 34.

- J. Dispute Concerning Extension of Time. If Contractor and District cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in this Section. Upon completion of the procedures set forth in Section 9, Contractor must then comply with the requirements in this Section.
- K. Claims Procedures. Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Contractor, through execution of this Agreement, also agrees to comply with the Claims requirements under this Section to quickly and efficiently resolve disputes. Further, to provide a level of accuracy to the records submitted, the District shall have the right to audit books and records pursuant to Section 13 based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information.
- L. Procedure Applicable to All Claims.
1. Definition of Claim: A “Claim” is where a Dispute between the parties rises to the level where backup documentation is assembled and provided to the District as a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District.
 2. Filing Claim Is Not Basis to Discontinue Work: The Contractor shall promptly comply with work under the Contract or work requested by the District even though a written Claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all Claims that may arise during the performance of the work covered by this Contract.
 3. Claim Notification: The Contractor shall within seven (7) calendar days after the Written Decision of the Architect, or if the time period for Architect's Decision has passed under Section 34.A, submit notification, in writing, with the District (and the District's CM) stating clearly the basis for the Claim. If the notification is not submitted within seven (7) days after the Written Decision of the Architect or the passage of time under Section 34.A, the Contractor shall be deemed to have waived all right to assert the Claim, and the Claim shall be denied. Claims submitted after retention payment request date shall also be considered null and void by the District. All Claims shall be reviewed pursuant to this Section.
 4. The Formal Notification of Claim must be presented as follows:
 - a. The term “Claim” must be at the top of the page in no smaller than 20 point writing.
 - b. All documentation submitted pursuant to this Section to the Architect shall be submitted with the title “Claim.”
 - c. A stack of documents, copy of all Contract Documents, or the submission of random documents shall not constitute an adequate reference to supporting documentation.
 - d. Any additional or supporting documentation that Contractor believes is relevant should be submitted at this time.
 5. Formal Claim Appeal Submission: If the Contractor does not concur with the District's decision regarding the Claim Notification, the Contractor will issue a formal Claim Appeal within fourteen (14) days of receipt of the District's decision and all detailed information in support of the Claim Appeal within thirty (30) days. All appeals shall be submitted before retention payment is requested. If the Claim Appeal is not submitted within fourteen (14) calendar days and detailed information within thirty (30) days, the Contractor shall be deemed to have waived its right to assert the Claim and the Claim shall be denied. Contractor's failure to submit any detailed information which is in the possession of Contractor shall render such information inadmissible by Contractor at trial or arbitration.

6. Appeal Claim Format: The Contractor shall provide all written detailed documentation which supports the claim, including but not limited to: arguments, justifications, cost, estimates, schedule analysis and detailed documentation. The format of the Claim Appeal shall be as follows:
 - a. Cover letter.
 - b. Summary of factual basis of Claim and amount of Claim.
 - c. Summary of the basis of the Claim, including the specific clause and section under the Contract under which the Claim is made.
 - d. Documents relating to the Claim, including:
 - (a) Specifications sections in question
 - (b) Relevant portions of the plans
 - (c) Applicable Clarifications (RFI's)
 - (d) Other relevant information, including responses that were received.
 - (e) Contractor analysis of Claim merit
 - e. Contractor's analysis of any subcontractor claims that are being passed through including:
 - (a) Specifications sections in question
 - (b) Relevant portions of the plans
 - f. Break down of all costs associated with the Claim.
 - g. For Claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path of the Master Schedule.
 - h. Chronology of events and related correspondence.
 - i. Applicable daily reports and logs. If the daily reports or logs are not available, lost or destroyed, there shall be a presumption that the lost documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.
 - j. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or Schedule of Values with budget information tracked against actual costs. Any and all supporting back-up data, including the original bid (and associated original unaltered metadata).
 - (a) The metadata and cost information shall be provided confidentially and subject to a protective order to prevent dissemination to other contractors or to the public. However, the cost documentation should remain intact and available for review and inspection in case of this type of increased cost claim.
 - (b) This data on the Contractor's costs shall be made available to any District attorneys or experts and shall also be utilized as evidence for any legal proceedings.
 - (c) If the cost documentation is not available, lost or destroyed, there shall be a presumption that the lost bid documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.
 - k. Certification: The Contractor (and subcontractors, if applicable) shall submit with the Claim a certification under penalty of perjury:
 - (a) That the Contractor has reviewed the Claim and that such Claim is made in good faith.

- (b) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief.
 - (c) The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.
 - (d) That the Contractor is familiar with Government Code Sections 12650 et seq. and Penal Code Section 72 and that false claims can lead to substantial fines and/or imprisonment.
 - (e) Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
 - (f) Mandatory Claim Appeal Procedure: The Contractor's Claim Appeal shall be denied if it fails to follow the requirements of this Section.
- M. Binding Arbitration of Individual Claim Issues. To expedite resolution of Claims pursuant to Public Contract Code Section 9201, at the District's sole option, the District may submit individual Claims to Arbitration prior to retention payment consistent with the requirements of Section 34.I.
- N. Dispute Resolution. If Claims are not resolved under the procedure set forth above and all Appeals have been exhausted, such claim or controversy may be submitted to Arbitration under the AAA Construction Rules after the Project has been completed, and not before as set forth below.
- a. If a dispute arises out of, or relates to this Construction Services Agreement or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to first endeavor to settle the dispute using mediation.
 - b. The costs for all mediation, including the administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the administrator. If all parties agree, then the mediation costs may increase as required for resolution of the dispute. The expenses of witnesses for any party shall be paid by the party producing such witnesses.
 - c. A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction aspects and will be selected from lists furnished by the administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.
 - d. Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as it relates to the party's legal position.
 - e. Spokespersons shall be limited to the District, Contractor, Subcontractor, and Supplier personnel and their consultants. District, Contractor, Subcontractor and Supplier may have an attorney present and shall advise the other parties no less than five (5) business days before the mediation so that the other parties may also have their attorneys present.
 - f. Any resultant agreements from mediation shall be documented in writing, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, in accordance with Evidence Code Section 1152, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

- g. If mediation is unsuccessful, the parties thereafter may, but are not required to, agree to submit the matter to the administrator for binding arbitration. If the parties so agree to arbitrate, the following provision shall govern such arbitration, unless the parties otherwise agree in writing. The parties agree that the matter shall be submitted to one (1) arbitrator, unless they agree in writing to three (3) arbitrators. A judgment of a court having competent jurisdiction may be entered upon the award, and such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s)' fees and expenses, subject to readjustment by the arbitrator as part of any award. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, Sections 1280 through 1294.2. If the parties do not agree to submit to binding arbitration, neither party is prevented from pursuing other legal remedies

SECTION 35 SUBSTITUTION OF SECURITY

In accordance with Public Contract Code section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the Construction Services Agreement. At the request and expense of the Contractors, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the Construction Services Agreement the securities shall be returned to the Contractor.

SECTION 36 TITLE TO WORK

- A. Title to all work completed and in the course of construction paid for by District and title to all materials on account of which payment has been made by District to Contractor shall vest in District pursuant to the applicable provisions of the Sublease.
- B. No materials, supplies, or equipment for work under this Agreement shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to District free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Agreement shall have any right to lien upon premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.
- C. Nothing contained in this Section, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor in hand of District, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials or labor when no formal contract is entered into for such materials or labor.

SECTION 37 CONTRACT DOCUMENTS AND INTERPRETATIONS

- A. The Contract Documents shall be executed, and/or initialed as appropriate, in triplicate by District and Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, services and materials reasonably necessary for the proper execution of the work.
- B. It is not intended that work and/or services not covered under any heading, section, branch, class or trade of the specifications shall be supplied, unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results, in which case such work and/or services shall be supplied by Contractor. Words which have well known technical or trade

meanings are used herein in accordance with such recognized meanings. Mutual agreement shall be reached with respect to words which do not have a well-known technical or trade meaning and the definition of which come into question.

- C. **Drawings and Specifications.** Drawings and specifications are intended to be fully cooperative and to agree.
1. Drawings and Specifications are intended to delineate and describe the Project and its component parts to such a degree as will enable skilled and competent contractors to intelligently bid upon the work, and to carry said work to a successful conclusion.
 2. Drawings and Specifications are intended to comply with all laws, ordinances, rules and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, said laws, ordinances, rules and regulations shall be considered as a part of the Agreement within the limits specified. The Contractor shall bear all expenses of correcting work done contrary to said laws, ordinances, rules and regulations and if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said work, or (2) disregarded the Architect instructions regarding said work.
 3. Questions regarding interpretation of drawings and specifications shall be clarified by the Architect. Before commencing any portion of the work, Contractor shall carefully examine all drawings and specifications and other information given to Contractor. Contractor shall immediately notify Architect and District in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the drawings and specifications. If Contractor or its subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof. In the event Architect determines that Contractor's requests for clarification or interpretation are not justified or do not reflect adequate competent supervision or knowledge by the Contractor or his/her subcontractors, Contractor shall be required to pay Architect's reasonable and customary fees in processing and responding to such requests. Should the Contractor commence work or any part thereof without seeking clarification, Contractor waives any claim for extra work or damages as a result of any ambiguity, conflict or lack of information.
 4. In case of ambiguity, conflict, or lack of information, Architect shall furnish additional instructions by means of drawings or otherwise, necessary for proper execution of work. All such drawings and instructions shall be consistent with Contract Documents, true developments thereof, and reasonably inferable therefrom. Such additional instructions shall be furnished with reasonable promptness, provided that Contractor informs the Architect of the relationship of the request to the critical path of construction.
 5. All parts of the described and shown construction shall be of the best quality of their respective kinds and the Contractor is hereby advised to use all diligence to become fully involved as to the required construction and finish, and in no case to proceed with the different parts of the work without obtaining first from the Architect such directions and/or drawings as may be necessary for the proper performance of the work. If it is found at any time, before or after completion of the work, that the Contractor has varied from the drawings and/or specifications, in materials, quality, form or finish, or in the amount or value of the materials and labor used, the Architect shall make a recommendation: (1) that all such improper work should be removed, remade and replaced, and all work disturbed by these changes be made good at the Contractor's expense; or (2) that the District deduct from any amount due, the sum of money equivalent to the difference in value between the work performed and that called for by the drawings and specifications. Architect shall determine such difference in value. The District, at its option, may pursue either recommendation made by the Architect
 6. Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large-scale drawings shall take precedence over smaller scale drawings as to shape and

details of construction. Specifications shall govern as to materials, workmanship, and installation procedures. Drawings and specifications are intended to be fully cooperative and to agree. If Contractor observes that drawings and specifications are in conflict, Contractor shall promptly notify the Architect in writing, and any necessary changes shall be adjusted provided, however, that the specification calling for the higher quality material or workmanship shall prevail without additional cost to District.

7. Materials or work described in words which so applied has a well-known technical or trade meaning shall be deemed to refer to such recognized standards. It is not the intention of the Agreement to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named with all its incidental and accessory items according to the best practices of the trade. The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor necessary to achieve full and complete functioning of the material and/or equipment as per best practices of the trade(s) involved, unless specifically noted otherwise.
 8. All drawing and specification changes shall be dated and sequentially recorded. All modifications to drawings and specifications shall be interpreted in conformity with the Contract Documents, which shall govern, unless otherwise specified.
- D. **Documents on the Project Site.** Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24, and Title 22 of the California Code of Regulations, and the prevailing wage rates applicable to the Project, which are a part of Contract Documents, on job at all times. Said documents shall be kept in good order and shall be available to District representative, Architect and his representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21, 22 and 24 as they relate to this Project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, section 4343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this Project, particularly Titles 17, 19, 21, 22 and 24.) Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of District and keep auditable copy for three years following contract completion.
- E. **Record "As Built" Drawings.** Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "as-builts"), Contractor shall require each trade subcontractor to do its own as-builts. The trade subcontractor as-builts shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's Representative or Architect. Contractor shall mark the set to show the actual installation where the installation varies from the work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, and shall record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work. Contractor shall note related change order numbers where applicable. Contractor shall organize record drawings sheets into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. At the end of the Project, the Contractor shall provide the District with a complete set of as-built drawings. The complete set shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District or Architect. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire, alarm, gas, and plumbing.

SECTION 38 REQUEST FOR SUBSTITUTIONS

- A. For purposes of this provision the term "substitution" shall mean the substitution of any material, process or article that is substantially equal or better in every respect to that so indicated or specified in the Construction Documents.
- B. Pursuant to Public Contract Code section 3400(b) the District may make a finding designating certain products, things, or services by specific brand or trade name for the statutorily enumerated purposes. These findings if made, as well as the products and their specific brand or trade names that must be used for the Project may be found in Exhibit "A" of this Construction Services Agreement, if applicable.
- C. Unless specifically designated in Exhibit "A" of this Construction Services Agreement, whenever in specifications any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. However, the District has adopted certain uniform standards for certain materials, processes and articles. If any material, process or article offered for substitution by Contractor is not, in the opinion of the District and the Architect, substantially equal or better in every respect to that specified, Contractor shall furnish the material, process or article specified. The burden of proof as to the equality of any material, process or article shall rest with the Contractor.
- D. Contractor shall submit requests together with substantiating data for substitution of any "or equal" material, process or article no later thirty-five (35) days after the execution date in this Construction Services Agreement for the Project. Provisions authorizing submission of "or equal" substitution justification data shall not in any way authorize an extension of time for performance of this Construction Services Agreement. Furthermore, if a proposed "or equal" substitution request is rejected, Contractor shall be responsible for including the specified material, process or article for the Project. The District shall not be responsible for any costs of Contractor associated with "or equal" substitution requests. The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted.
- E. For purposes of subdivision (D) above, data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the Contractor stating that the substituted "or equal" material, process or article is equivalent to that specified in the specification in every way except as listed on the affidavit, in the formats et forth in Exhibit "F". Substantiating data shall also include any and all illustrations, specifications, and other relevant data including catalogue information which describes the requested substituted "or equal" material, process or article and substantiates that it is an "or equal" to the material process or article specified. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution of the "or equal" material, process or article will reduce or increase the GMP. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the needed substantiating data, including the signed affidavit, to the Architect in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The District is not obligated to review multiple substitution submittals for the same product or item due to the Contractor's failure to submit a complete package initially.
- F. Time limitations in this Section must be complied with strictly and in no case will an extension of time for completion be granted because of Contractor's failure to request the substitution of an alternative item at the times and manner set forth herein in subdivision (D). Further, Contractor shall bear the costs of all engineering work associated with the review of submittals for substitution of equals.
- G. In event Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by Contractor.
- H. Contractor agrees to include the provisions of this Section in all subcontractor bid documents.

SECTION 39 COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

- A. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. All projects on the Districts College are considered part of a larger common area of development, regardless of land area, and require adherence to all SWPPP requirements. The Contractor shall be responsible for providing the necessary information to the district for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. It shall be the Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. The Contractor shall comply with all requirements of the State Water Resources Control Board. The Contractor shall include all costs of compliance with specified requirements in the GMP.
- B. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit, including QSD certification, QSP weekly site reports, and rain event action plans (REAP). Contractor shall provide copies of all reports and monitoring information to the District and the Architect.
- C. The Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- D. Failure to comply with the Permit is in violation of federal and state law. The Contractor hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from the Contractor for delay in completing the Project in accordance with Section 10 hereof, caused by the Contractor's failure to comply with the Permit.

SECTION 40 EQUAL OPPORTUNITY CLAUSE

- A. The Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Construction Services Agreement and to comply with the provisions of the following laws:
 1. California Fair Employment and Housing Act (Gov. Code 12900 *et seq.*, prohibiting discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex, and prohibiting harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age);
 2. Federal Civil Rights Act of 1964 (42 USC '2000e *et seq.*, prohibiting discrimination in employment on the basis of race, color, national origin, religion, or sex); Title I of the Americans With Disabilities Act of 1990 (42 USC 12101 *et seq.*, prohibiting discrimination against qualified individuals with a disability in hiring and employment practices);
 3. The Age Discrimination in Employment Act (29 USC 621 *et seq.*, prohibiting age discrimination in employment against individuals who are at least forty years of age);
 4. California Labor Code section 1102.1 (prohibiting discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation); and

5. Any other laws or regulations prohibiting discrimination as may be applicable to Contractor.

SECTION 41 COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOIL/Soils Inspection

- A. If the Project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code, and per the LAUSD standards. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the applicable Regional Water Quality Control Board Resolution and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).
- B. Unless otherwise provided, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site and must make whatever tests it deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface investigation information is made available by District solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by District or Architect that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the Contract Documents for performance of the Project, such reference shall be to establish minimum requirements only. Further, no representation is made by District or Architect that information provided is solely adequate for purposes of construction. District disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Contractor shall determine means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Construction Services Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Project shall be governed by provisions of this Construction Services Agreement for unforeseen conditions.

SECTION 42 PATENTS, ROYALTIES, AND INDEMNITIES

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Construction Services Agreement, including its use by the District, except to the extent a method or means was specifically required by the Contract Documents.

SECTION 43 EXCISE TAX

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in the GMP.

SECTION 44 PROHIBITED INTERESTS

No official of District and no District representative who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction

of Project, shall be or become directly or indirectly interested financially in this Construction Services Agreement or any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with construction of Project, shall become directly or indirectly interested financially in this Construction Services Agreement or in any part thereof.

SECTION 45 NO ASBESTOS certification

A. No Asbestos Certification.

1. Contractor shall execute and submit an "Asbestos Free Materials Certification" Contractor attached hereto as Exhibit "I", and further, is aware of the following:

Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:

- a. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
 - b. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
 - c. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
 - d. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
2. If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.
 3. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Construction Services Agreement the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Board and each member of the Board, its officers, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above mentioned standards, hazards, risk and liabilities.

SECTION 46 LAWS AND REGULATIONS

- A. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify Architect in writing and any necessary changes shall be adjusted as provided in this Construction Services Agreement for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District's Architect, it shall bear all costs arising therefrom.
- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 *et seq.*). Installations of equipment and other devices shall be in compliance with ADA regulations.

SECTION 47 AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Construction Services Agreement shall be binding upon either District or Contractor unless the same shall be in writing and signed by both District and Contractor.

SECTION 48 NOTICES

- A. All communications in writing between District and Contractor, including without limitation, applications for payment, shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or email (with delivery and read receipts) followed by regular mail, addressed as follows:

If to Contractor: SOLPAC Construction, Inc. dba Soltek Pacific Construction Company
2424 Congress St.
San Diego, CA 92110
Attn: Brandon Richie
email: brichie@soltekpacific.com

If to District: South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: David Schiermeyer, Construction Manager, Facilities Planning
and Purchasing
email: dschiermeyer@socccd.edu

COPY

South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services
email: dfitzsimons@socccd.edu

- B. For the purpose of directions, representatives from Contractor shall be Brandon Richie and District's Representative shall be David Schiermeyer, unless otherwise specified in writing.

SECTION 49 THIRD-PARTY CLAIMS

Pursuant to Public Contract Code section 9201, District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.

SECTION 50 ASSIGNMENT

Neither party to this Construction Services Agreement shall assign this Construction Services Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of District.

SECTION 51 HEADINGS

The headings herein contained are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 52 INTEGRATION/MODIFICATION

This Construction Services Agreement represents the entire understanding of District and Contractor as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

SECTION 53 APPLICABLE LAW/ Provisions required by Law Deemed Inserted

The terms and provisions of this Construction Services Agreement shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Construction Services Agreement the action shall be brought in a state court situated in the County of Orange, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

Each and every provision of law and clause required by law to be inserted in this Construction Services Agreement shall be deemed to be inserted herein and the Construction Services Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Construction Services Agreement shall forthwith be physically amended to make such insertion or correction.

SECTION 54 SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Construction Services Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement, in duplicate, as of the day and year first above written.

DISTRICT

CONTRACTOR:

SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT

SOLPAC CONSTRUCTION, INC.
dba Soltek Pacific Construction Company

BY: _____

BY: _____

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

Stephen W. Thompson
Chief Executive Officer

Tax Payer I.D. _____

EXHIBIT "A"

SCOPE OF WORK / PLANS AND SPECIFICATIONS / ADDENDA

- 1. REQUIREMENTS SET FORTH IN THE REQUEST FOR PROPOSALS**
- 2. PRELIMINARY GPM ADDENDUMS 2-5**
- 3. PLANS AND SPECIFICATIONS FROM R2A ARCHITECTURE DATED JUNE 23, 2014
APPROVED BY DSA ON 12/9/2014**
 - a. Sheet index noted on Sheet A0.1**
 - b. Table of contents noted on sheet 1-4**
- 4. SITE LEASE – REFER TO SITE LEASE AGREEMENT**
- 5. SUBLEASE – REFER TO SUB LEASE AGREEMENT**

(SEE ATTACHED)

EXHIBIT "B"

MASTER BUDGET

(NOT USED)

EXHIBIT "C"

DVBE REQUIREMENTS

CERTIFICATION – PARTICIPATION OF DISABLED VETERAN BUSINESS ENTERPRISES IN ACCORDANCE WITH EDUCATION CODE SECTION 17076.11

The South Orange County Community College District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

The Contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goal and the actual goal at the completion of the contract or a failure to meet the anticipated goal or dollar amount, the District will require the Contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goal or dollar amount.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

Signature

Typed or Printed Name

Title

Company

Address

City, State, Zip

Telephone

Fax

E-Mail

EXHIBIT "D"
PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$_____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described

in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

EXHIBIT "E"
CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT in the sum of _____ Dollars (\$_____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the

payment of Liquidated Damages; or, at Obligees' sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligees and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees' reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

EXHIBIT "F"
SUBSTITUTION AFFIDAVIT

* SUBSTITUTION REQUEST FORM

Project: _____

South Orange County Community College District

Contractor hereby requests substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

<u>Specified Item</u>	<u>Requested Substituted Item</u>	Agree to Specific Request In the Request Denied ¹ <u>(circle one)</u>	Provide Item in Event is	District Decision <u>(circle one)</u>
1. _____	_____	Yes No		Grant Deny
2. _____	_____	Yes No		Grant Deny
3. _____	_____	Yes No		Grant Deny
4. _____	_____	Yes No		Grant Deny
5. _____	_____	Yes No		Grant Deny
6. _____	_____	Yes No		Grant Deny
7. _____	_____	Yes No		Grant Deny
8. _____	_____	Yes No		Grant Deny
9. _____	_____	Yes No		Grant Deny

This Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and (6) will require no change of the construction schedule.

The undersigned states that the following, unless modified on attachments, are correct:

1. The proposed substitution does not affect the dimensions shown on the Drawings.

¹ Contractor must state whether contractor will provide the Specified Item in the event that District denies the request for substitution. If contractor states that contractor will not provide the Specified Item in the event their request for substitution is denied, the District may reject the contractor's pricing proposal. However, if contractor states that contractor will provide the Specified Item in the event that contractor's request for substitution is denied, contractor shall execute the Agreement and provide such Specified Item(s).

2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.

Name of Contractor: _____

By: _____

District: .

By: _____

EXHIBIT "G"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employee or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Construction Services Agreement.

Contractor _____

Title _____

Date _____

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Construction Services Agreement.)

EXHIBIT "H"

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

EXHIBIT "I"

ASBESTOS FREE MATERIALS CERTIFICATION

Per Article 70 of the General Conditions.

Certification for _____ . We hereby certify that no Asbestos, or Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or equipment used to affect the _____ which we have installed in the South Orange County Community College District under Project/Bid No. ____
_____.

- (a) The Contractor further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.
- (b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, corcidolite, amosite, anthopyllite, tremolite and actinolite.
- (c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.
- (d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.
- (e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

Name of Contractor

By: _____
Signature

Print Name

Title

Date

EXHIBIT "J"

CONDUCT RULES FOR CONTRACTORS

Each contractor/subcontractor, when performing work on South Orange County Community College District property, in addition to complying with the provisions of the Construction Services Agreement, shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, faculty and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. All contractors/subcontractors shall wear a means of identification on site when classes are in session which must be approved by the District prior to commencement of work.
5. All contractors/subcontractors shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the project, including student and staff toilet facilities.
6. Pursuant to Government Code Section 8350 *et seq.*, the South Orange County Community College District is a drug-free workplace. This policy shall be strictly enforced.
7. Contractors are prohibited from bringing on site and/or consuming alcoholic beverages on any District property.
8. The use of any tobacco products on District property other than in designated area is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor/subcontractor shall not be tolerated.
10. All contractors/subcontractors shall conform to a dress code whereby:
 - A. No clothing that contains violent, suggestive, derogatory, obscene, or racially-biased material may be worn.
 - B. Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other controlled substances which are prohibited to minors will not be allowed.
11. No fire arms are allowed on campuses/District property.

Non-compliance with any of the above-stated rules of conduct by any contractor/subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions.

Date

Name, Position, Company

EXHIBIT "K"

BIM EXECUTION PLAN

Not Used

EXHIBIT "L"
ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into, as of _____, 20_____, by and between South Orange County Community College District, whose address is 28000 Marguerite Parkway, Mission Viejo, CA 92692 hereinafter called "DISTRICT;" _____, whose address is _____ hereinafter called "Contractor;" and, _____, whose address is _____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the DISTRICT, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Agreement entered into between the DISTRICT and Contractor for _____ in the amount of _____, dated _____ (hereinafter referred to as the "Agreement"). Alternatively, on written request of the Contractor, the DISTRICT shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for retention earnings, the Escrow Agent shall notify the DISTRICT within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Agreement between the DISTRICT and Contractor. Securities shall be held in the name of DISTRICT, and shall designate the Contractor as the beneficial owner.

(2) The DISTRICT shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the DISTRICT makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the DISTRICT pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the DISTRICT. These expenses and payment terms shall be determined by the DISTRICT, Contractor and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the DISTRICT.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the DISTRICT to the Escrow Agent that DISTRICT consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The DISTRICT shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the DISTRICT of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the DISTRICT.

(8) Upon receipt of written notification from the DISTRICT certifying that the Agreement is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Agreement, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the DISTRICT and the Contractor pursuant to Sections (5) to (8), inclusive, of this Escrow Agreement and the DISTRICT and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the DISTRICT and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of DISTRICT:

On behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the DISTRICT and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

DISTRICT

CONTRACTOR

Title

Title

Name

Name

Signature

Signature

Escrow Agent

Title

Name

Signature

**EXHIBIT "M"
GUARANTEE**

Guarantee for _____ We hereby guarantee that the _____, which we have installed in _____ has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of one (1) year from the date of the Notice of Completion of the above-mentioned structure by the South Orange County Community College District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) days after being notified in writing by the District or within forty eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the District's enforcement of this Guarantee.

Name of Contractor

By: _____
Signature of Contractor

Print Name

Title

Contractor shall provide copy of this Guarantee to Contractor's surety.

Guarantee (continued)

Name of Subcontractor
(if work performed by
subcontractor)

By: _____
Signature of Subcontractor

Print Name

Title

Representatives to be contacted for service:

Name: _____

Address: _____

Telephone: _____

The CONTRACTOR has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings that does not conform to the Contract Documents. This shop drawing has been coordinated with all other shop drawings received to date by CONTRACTOR and this duty of coordination has not been delegated to subcontractors, material suppliers, the ARCHITECT, or the engineers on this Project.

Signature of Contractor or
Supplier

Exhibit "O"
CEQA Documents

EXHIBIT "O"

CEQA Driven Project Requirements
Saddleback College TAS Swing Space

SENSITIVE RECEPTORS means those most susceptible to further respiratory distress such as 1) individuals: asthmatics, the elderly, very young children, people already weakened by other disease or illness and persons engaged in strenuous work or exercise and 2) uses: long term health care facilities, rehabilitation centers, retirement homes, residences, playgrounds, childcare centers and athletic facilities.

Clearing and Excavation Activities

Prior to land-clearing activities from February 1 through August 31, a qualified biologist shall first evaluate the type and extent of vegetation removal. If determined necessary, the biologist shall conduct a survey and specify the appropriate mitigation measures for impacts which may include avoidance of occupied nests, working outside an established buffer area, modified scheduling of grading and clearing, and monitoring of active nests during construction.

Prior to any excavation, the Design-Build Entity shall compare the limits of proposed excavations with the depth and lateral extent of existing sub-surface disturbances, including foundations, utility and fill materials using information including but not limited to: as built construction plans, underground utility surveys and geotechnical information including boring and trenching logs. Should excavations exceed five feet in depth, a qualified paleontologist shall be retained to conduct additional paleontological assessment using pre-construction geotechnical surveys to better define the subsurface geological feature of the campus. Should data indicate paleontological sensitivity, District shall retain a qualified paleontologist to facilitate a preconstruction meeting and monitor all earth-moving activity with the potential to disturb previously undisturbed paleontologically sensitive sediment. Should resources be uncovered as a result of grading or excavation shallower than five feet, work shall cease until a paleontological monitor arrives.

Dust, Fumes, Noise. Design-Build Entity shall take preventive measures to minimize, and eliminate wherever reasonably possible, generation of dust, fumes and noise.

All clearing, grading, earth-moving or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions

Design-Build Entity shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with

complete coverage of disturbed areas shall occur at least three times a day, preferably in the mid-morning afternoon and after work is done for the day.

The contractor shall ensure that traffic speed on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions by approximately 44%.

The California Air Resources Board, in Title 13, Chapter 10, Section 2485, Division 3 of the California Code of Regulations, imposes a requirement that heavy duty trucks accessing the site shall not idle for greater than five minutes at any location. This measure applies to construction traffic. Prior to grading, a sign shall be posted on-site stating that workers need to shut off engines after five minutes of idling.

All Rubber Tired Dozers and Scrapers shall be CARB Tier 2 Certified or better.

Equipment and materials shall be staged in areas that will create the greatest distance between construction related noise sources and the noise sensitive receptors nearest the construction site. Construction Equipment staging areas shall be located at least 300 feet away from Sensitive Receptors.

All equipment shall be equipped with properly operating and maintained mufflers. To the extent feasible, haul routes shall not pass directly by sensitive land uses.

Hours of Operation

South Orange County Community College District limits construction to the permissible hours set forth in local noise ordinances. The City's Noise Ordinance establishes the maximum permissible noise level that can intrude into adjoining property from a stationary source. Standards cannot be exceeded for more than 30 minutes in any hour.

City of Mission Viejo Construction Noise code and standard requires operational considerations (i.e. hours of construction, mufflers on construction equipment, etc.) to minimize noise impacts during the construction process as follows:

Permissible Hours of Equipment or Material Delivery

Sec. 6.35.070 of the Municipal Code addresses delivery of equipment and material at a construction site and states "Onsite building operations and the delivery of any materials, supplies, or construction equipment located within one-half mile of a structure for human occupancy shall be prohibited between the hours of 8:00 PM to 7:00 AM on weekdays and Saturdays, or at any time on Sunday or a city holiday."

Permissible Hours of Grading or Construction

Sec. 8.10.540 of the Municipal Code addresses the permissible hours of grading operations and states that "grading and equipment operations within one-half mile of a structure for human occupancy shall not be conducted between the hours of 8:00 PM and 7:00 AM nor on Sundays and federal holidays."

EXHIBIT "P"

INCLUSIONS, CLARIFICATIONS, EXCLUSIONS

1. All work is to be complete, including punchlist by 12/20/2015.
2. The Auto Tech building construction area in parking lot 1 will be available on start date provided in the NTP, and must be complete by 12/20/2015, including punchlist.
3. Work to be phased to allow village modular renovation and site work to complete during the summer break of 2015, starting on 6/01/2015 and completing on 08/15/2015 including punchlist. The Village area will be turned over to the District on 08/15/2015, with the exception of Villages 4 & 7 which will commence construction on 09/10/2015.
4. Villages 4 & 7 will not be available for renovation until 09/01/2014, and must be complete, including punchlist by 12/20/2015. A code compliant ADA path of travel to and from Villages 4 & 7 must be maintained to allow full use of these buildings during the summer break by students and District staff, and maintained until start of renovation on 09/01/2015.
5. SOLPAC Construction, Inc. and their subcontractors are to be registered with the Department of Industrial Relations (DIR) prior to starting work on site.

Exhibit “Q”

Site Lease

Exhibit “R”

Sublease

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: FY 2015-2016 Five Year Construction Plan

ACTION: Approval

BACKGROUND

Each year the District is required to submit a Five Year Construction Plan to the State Chancellor's office. This plan identifies project priorities for no less than the next five years. The District and Colleges review and, if appropriate, modify the plan as part of this annual submission. The Capital Improvement Committee also uses the Five Year Construction Plan as a basis for recommending capital improvement projects to the Basic Aid Allocation Recommendation Committee for funding considerations.

When submitted to the State Chancellor's office in June, the submittal includes this Five Year Construction Plan and the District's Initial and Final Project Proposals (IPP and FPP) for state funding considerations.

STATUS

The proposed order of priorities (EXHIBIT A) aligns with the FY 2014-2015 Board approved Five Year Construction Plan with the following exceptions:

- -: Irvine Valley College Life Sciences Building is approved for close-out with the State Chancellor's Office and therefore may be removed from the 5 Year Construction Plan.
- 7: Irvine Valley College ATEP Building Project is underway with a raised priority to reflect this actual condition.
- 10, 11: Irvine Valley College A-200 Renovation and Fine Arts projects have switched priorities to reflect the likelihood that A-200 Renovation will take place before State funding is provided. Additionally, if agreeable to the State Chancellor's office, A-300 Renovation will be submitted as this year's Initial Project Proposal to better align with potential funding timing.

- 12: Saddleback College Athletics Stadium Renovation is raised in priority.
- 13, 24: IVC Health Center/Concessions, formerly New Baseball Restroom Bleachers project was previously combined with ATEP Swing Space and the college raised its priority from 29 to 8. After the IVC ATEP Building was funded, the ATEP Swing Space was no longer needed. For this year's recommendation, the college combined the project with a portion of the Student Services Annex project including a recommendation to reposition the combined project at priority 13. The offset to this increase in priority is a decrease of the B-300 Renovation (2nd Floor from 13 to 24 and 1st floor from 25 to 30).
- 15, 26: Saddleback College Repair and Remodel M/S/E Building is raised from 27 to 15 with the Gateway Building Transit Entrance Plaza lowered from 17 to 26 as the offset.
- 16: District Services Relocation is added to the Five Year Construction Plan and prioritized as item 16.

The FY 2015-2016 Five Year Construction Plan has been reviewed by the college's participatory governance process and is recommended for approval by district staff and the college presidents.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the District's Order of Priority for the FY 2015-2016 Five Year Construction Plan.

2015-2016 Five Year Plan
 South Orange County Community College District
 February 23, 2015

2014 Priority	2015 Priority	Project Title	Campus	Occupy Date	Status
1	-	LIFE SCIENCES BUILDING-Occupied	Irvine Valley College	2013/2014	FPP-Approved/ Funding Approved
2	1	SCIENCES BUILDING-Under Construction	Saddleback College	2015/2016	Locally Funded or Future
3	2	ATEP- DEMOLITION OF SELECTED BUILDINGS- Phased demolition	Irvine Valley College	2015-2016	Locally Funded or Future
4	3	NEW BARRANCA ENTRANCE-In design Review	Irvine Valley College	2015-2016	Locally Funded or Future
5	4	RENOVATE TAS BUILDING (Including Swing Space, in design)	Saddleback College	2017-2018	Locally Funded or Future
6	5	SITE IMPROVEMENTS-Criteria Architect Underway	Saddleback College	2016-2017	Locally Funded or Future
7	6	A-400 RENOVATION & EXPANSION-In Construction	Irvine Valley College	2015/2016	Locally Funded or Future
14	7	NEW ATEP BUILDING-Criteria Architect Underway	Irvine Valley College	2017-2018	Locally Funded or Future
9	8	NEW SURFACE PARKING LOT - PHASE I	Irvine Valley College	2016/2017	Locally Funded or Future
10	9	GATEWAY BUILDING	Saddleback College	2019-2020	FPP-Submitted
12	10	A-200 RENOVATION: SUCCESS CENTER	Irvine Valley College	2018-2019	IPP-Submitted/Revert to Local
11	11	FINE ARTS BUILDING	Irvine Valley College	2019-2020	FPP-Submitted
18	12	ATHLETICS STADIUM RENOVATION-Criteria Architect Underway	Saddleback College	2019/2020	Locally Funded or Future
8	13	NEW BASEBALL RESTROOM/ BLEACHERS/ CONCESSIONS-STUDENT SERVICES ANNEX PHASE I	Irvine Valley College	2020-2021	Locally Funded or Future
15	14	NEW ATEP BUILDING	Saddleback College	2020-2021	Locally Funded or Future
27	15	REPAIR & REMODEL M/S/E BUILDING	Saddleback College	2021-2022	Locally Funded or Future
-	16	DISTRICT SERVICES RELOCATION	District Services	2021-2022	Locally Funded or Future
16	17	CAMPUS VILLAGE (Interim Space) OFFLINE	Saddleback College	2016/2017	Locally Funded or Future
19	18	RENOVATE SOCCER & PRACTICE FIELDS	Irvine Valley College	2020-2021	Locally Funded or Future
20	19	STUDENT SERVICES RENOVATION	Saddleback College	2021-2022	IPP-Submitted
21	20	NEW SURFACE PARKING LOT - PHASE II	Irvine Valley College	2020-2021	Locally Funded or Future
22	21	FINE ARTS BUILDING RENOVATION	Saddleback College	2021-2022	Locally Funded or Future
23	22	A-QUAD LANDSCAPE/HARDSCAPE RENOVATION	Irvine Valley College	2021-2022	Locally Funded or Future
24	23	QUAD LANDSCAPE/HARDSCAPE RENOVATION	Saddleback College	2020/2021	Locally Funded or Future
13	24	B-300 RENOVATION (2ND FLOOR)	Irvine Valley College	2021-2022	IPP-Submittal
26	25	FINE ARTS PROMENADE LANDSCAPE/HARDSCAPE	Irvine Valley College	2021-2022	Locally Funded or Future
17	26	GATEWAY BUILDING TRANSIT ENTRANCE PLAZA	Saddleback College	2020-2021	Locally Funded or Future
28	27	SCIENCE MATH PLAZA RENOVATION	Saddleback College	2022-2023	Locally Funded or Future
29	28	CAMPUS ENTRANCE PLAZA RENOVATION	Irvine Valley College	2022-2023	Locally Funded or Future
30	29	HEALTH SCIENCES BUILDING RENOVATION	Saddleback College	2023-2024	Locally Funded or Future
25	30	B-300 RENOVATION (1ST FLOOR)	Irvine Valley College	2022-2023	Locally Funded or Future
32	31	RENOVATE CAMPUS PEDESTRIAN PATHWAYS- ARBORETUM TRAIL	Saddleback College	2022-2023	Locally Funded of Future
33	32	AUXILIARY GYMNASIUM	Irvine Valley College	2023-2024	Locally Funded or Future

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Computer Equipment and Related Devices, Extension of Term, Hewlett Packard Co.

ACTION: Approval

BACKGROUND

Computer replacement for instructional and office use is ongoing. Hewlett Packard Co. has been selected as one of the district wide standards and HP computers and related devices are routinely ordered. On March 31, 2014, the Board of Trustees approved contracting with Hewlett Packard Co. pursuant to the Master Price Agreement No. B27164, awarded by the state of Minnesota, and approved for use in the state of California through Addendum No. B27164 for purchases made within the term of September 1, 2009 through August 31, 2014.

On September 29, 2014 the Board approved an extension of the contract to December 31, 2014.

STATUS

The term of the Hewlett Packard Co. Master Price Agreement has been extended to March 31, 2015. Staff recommends approval of use. The agreement is available for review in the Facilities, Planning, and Purchasing Department. This extension applies to purchases made within the terms of the agreement and is contingent upon the availability of funds for each purchase. The annual purchases are not to exceed \$1,999,334

Funding is available in the FY 2014-2015 Board approved district-wide basic aid technology budget, Desktop and Classroom Technology Refresh Project in the amount of \$1,999,334.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve extended use of the Master Price Agreement No. B27164 through the date of March 31, 2015. Annual expenditures for the term under this agreement will not exceed \$1,999,334.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: District-wide Air Blown Fiber, Change Order No.1, T and D Communications, Inc.

ACTION: Approval

BACKGROUND

While undertaking the district-wide network refresh project, staff determined new data communications infrastructure throughout the district was necessary to accommodate the new network capabilities.

On November 17, 2014, the Board of Trustees approved a \$658,089 construction contract with T and D Communications, Inc.

STATUS

The required modifications contained in Change Order Request No. 1 are described in (EXHIBIT A). Approval of Board Change Order No. 1 will result in an increase of \$25,290.

The total change to the contract does not exceed the 10% limit allowed by Public Contract Code. Approval will bring the revised contract to \$683,379.

Funds are available in the End-of-Life Core Network/Tech Refresh with an approved basic aid project budget of \$3,000,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Board Change Order No. 1 (EXHIBIT A) with T and D Communications, Inc. for the District-wide Air Blown Fiber project and authorize staff to execute the corresponding change order with the contractor which will result in an increase of \$25,290 in the total project cost. The revised contract amount is \$683,379.

District-wide - Air Blow Fiber Project

Bid #318D

Board Change Order #1

February 23, 2015

Bid #	BID PACKAGE DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO COR Total	REVISED CONTRACT AMOUNT	Previoulsy Approved Time Extension (cal days)
318D	General Contractor	T and D Communications Inc.		\$658,089.00	\$0.00	\$25,290.00	\$683,379.00	
		12102 Severn Way Riverside, CA 92503	TOTAL	658,089.00			683,379.00	0

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	1/29/2015	At Saddleback College: Add 4" conduit from PE-300 to HH-13, install, terminate and test 6 strand MM fiber from MDF to PE-500 for CDC fire alarm	by College	reviewed	\$25,290.00	0
		TOTAL THESE CHANGE ORDER REQUESTS			\$25,290.00	

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: ATEP Land Exchange Demolition Project, Change Order No.1, AMPCO Contracting, Inc.

ACTION: Approval

BACKGROUND

On September 29, 2014, the Board of Trustees approved a \$2,425,000 construction contract with AMPCO Contracting, Inc. of Anaheim, CA for the ATEP Land Exchange Demolition project.

STATUS

The required modifications contained in Change Order Request No. 1 are described in (EXHIBIT A). Approval of Board Change Order No. 1 will result in no additional cost to the project and the addition of 18 days to the approved schedule.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Board Change Order No. 1 (EXHIBIT A) for the ATEP Land Exchange Demolition project and authorize staff to execute Board Change Order No. 1 with AMPCO Contracting, Inc. which will result in a no cost change and the addition of 18 days to the approved schedule with the total project cost remaining \$2,425,000.

ATEP - Land Exchange Demolition

Bid #16

Board Change Order #1

February 23, 2015

Bid #	BID PACKAGE DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO COR Total	REVISED CONTRACT AMOUNT	Previoulsy Approved Time Extension (cal days)
16	General Contractor	AMPCO Contracting, Inc.		\$2,425,000.00	\$0.00	\$0.00	\$2,425,000.00	
		1328 Allec Street Anaheim, CA 92805	TOTAL	2,425,000.00			2,425,000.00	0

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	2/4/2015	Extend time allowed to complete the demolition project with a required completion date for rehabilitation of a drainage channel on the site.	by Contractor	reviewed	\$0.00	18 days
		TOTAL THESE CHANGE ORDER REQUESTS			\$0.00	

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Policy Revision, BP-3508 Public Safety Camera System, BP-5420 Nursing Program

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

Two 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 policy was presented to the Chancellor's Council on January 15, 2015 for review and recommendation to the Chancellor.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for discussion and approval of the board policy, as shown in EXHIBIT A.

BOARD POLICY

5420

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

DELETE BOARD POLICY- Move language to new AR-5420.

NOTE: Board Policy will NOT be deleted until new AR-5420 has been approved.

NURSING PROGRAM

The District shall consider all of the following when screening nursing students:

- ~~Academic degrees or diplomas, or relevant certificates, held by the applicant;~~
- ~~Grade point average in relevant coursework;~~
- ~~Life experiences or special circumstances of an applicant; and~~
- ~~Proficiency or advanced level coursework in languages other than English.~~

~~The Nursing Program will admit qualified F-1 (student) visa applicants only after all fully qualified U.S. Citizen applicants have been placed. If the number of qualified U.S. citizen applicants exceeds the number of spaces available in the program for any academic term, no F-1 visa applicants will be admitted during that term.~~

~~Nursing students who have earned a baccalaureate or higher degree from a regionally accredited institution of higher learning are not required to complete any general education requirements. Instead, these students only need to complete the coursework necessary for licensing as a registered nurse.~~

~~Nursing students are subject to all policies, regulations, and guidelines outlined in the Associate Degree Nursing (ADN) Student Handbook published by the Saddleback College Nursing Department.~~

References:

~~*Education Code Sections 66055.8, 66055.9, 70101, 70106, 70120, 70124, 70125, 70128.5, 78260, 78261, 78261.3, 78261.5, 87482, 89267, 89267.3, and 92645; Title 5 Sections 55060, et seq.; Health and Safety Code Section 128050.*~~

BOARD POLICY

3508

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

PUBLIC SAFETY CAMERA SYSTEM

The South Orange County Community College District authorizes the use of a public safety camera system for the purpose of creating a safer environment for all those who work at or visit the District. Cameras may be placed in strategic public locations, such as parking lots, building entrances, exteriors, hallways, and lobbies, throughout the District at the direction of each college or district services and established procedures will be followed. This camera system is not intended for use in classrooms or private offices. These cameras can be used for detecting and deterring crime, to help safeguard against potential threats to the public, to help manage emergency response situations during natural and man-made disasters, and to assist District officials in providing services to the college community.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Academic Personnel Actions – Regular Items
ACTION: Approval/Ratification

BACKGROUND

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

Those academic personnel actions shown in Exhibits A and B are presented to the Board of Trustees for approval/ratification to be effective on the dates as shown on the Exhibits.

RECOMMENDATION

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. 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>
Anderson, Joseph	MA/Speech Com.	Speech/SC	II/1	03/30/15

2. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF (Ratified - Pursuant to Board Policy 4002.1)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Bessom, Donald	MA/Political Science	Poly Science/IVC	II/1	01/20/15
Castellanos, Maria	MEd/Multicul. Couns.	EOPS/SC	II/1	01/20/15
Eastmond, Daniel	MS/Geology	Geology/SC	II/1	01/20/15
Goss, Debbie	MA/TESOL	ESL/SC	II/1	01/20/15
Hill, Ildiko	MBA	MLT/SC	II/1	01/20/15
Horn, Stacy	AS/Culinary Arts	Food/Nutrition/SC	I/1	01/20/15
Lopez-Ediss, C.	MA/Edu. Counseling	Counseling/SC	II/1	01/20/15
Minor, Nia-Amina	MFA/Dance	Dance/SC	II/1	01/20/15
Mitton, Joshua	MA/Economics	Economics/IVC	II/1	01/20/15
Moore, Carrie	MA/Education	Interior Design/SC	II/1	01/20/15

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>
Alvandi, Gilbert	JD	Paralegal/IVC	II/1	01/20/15

Equivalency is based upon a Bachelor of Arts Degree in Business Administration from California State University, Fullerton with an emphasis on courses in Finance, Business, Business Law and Accounting. Mr. Alvandi also obtained a Juris Doctorate from the University of California, Hastings and has been actively practicing law in California for 10 years. He has personally trained over 100 paralegals and lawyers. He works regularly with paralegals in his law office and has years of experience training them in law office procedures, substantive paralegal duties, best practices for civil litigation discovery and California civil procedure law.

A. NEW PERSONNEL APPOINTMENTS - Continued

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Boeck, Christopher	No Degree	Emeritus/SC	I/1	01/20/15

Equivalency is based upon practical educational and professional experience with the arts and sciences of lapidary and intarsia. Mr. Boeck has 26 years of experience as a student, apprentice, and business owner covering the creation of stone jewelry, buying, selling and securing precious metals, as well as owning Gemslice, a local business to obtain and showcase lapidary material, mineral specimens, jewelry, gemstone carvings, sculptures, and high end art pieces. He held the position of Head Jewelry Designer and Fabricator at Crimsonette Jewelry, was a Jewelry Instructor at Balboa Academy, and was an Authorized Dealer for Perth Mint Certificate Program. He has completed 71 lapidary and intarsia classes through Saddleback College.

Magrann, Tracey	Doctor Podiatric Med.	Med. Lab. Tech./SC	V/1	02/02/15
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Equivalency is based upon a medical doctorate and a PhD in Biology. Dr. Magrann has ten years of experience as a surgeon and ten years teaching experience in Anatomy, Physiology, and Microbiology at the post-secondary level, including Saddleback College. She is currently teaching at National University. She is qualified to teach Microbiology and other related Health Sciences courses. While at Saddleback, she was selected as Adjunct Professor of the Year within the past few years.

Spinella, William	BS/Physics	Physics/SC	I/1	01/20/15
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Equivalency is based upon a Bachelor of Sciences Degree in Physics from the University of California, Santa Barbara and graduate level Physics courses taken at California State University, San Diego. In addition, Mr. Spinella is currently pursuing his doctoral degree in Computational Sciences. He has also taught laboratory courses in Physics as a teaching assistant at the California State University, San Diego for two years.

B. AUTHORIZATION TO ESTABLISH AN ACADEMIC ADMINISTRATIVE POSITION

1. DEAN, ECONOMIC AND WORKFORCE DEVELOPMENT AND BUSINESS SCIENCE, Integrated Academic/Classified Administrators/Managers Salary Range 22 (Academic Administrator), Saddleback College, seeks authorization to establish this full-time position to its staff complement, effective February 24, 2015. (Exhibit B, Attachment 1)
2. DEAN, KINESIOLOGY, Integrated Academic/Classified Administrators/Managers Salary Range 22 (Academic Administrator), Saddleback College, seeks authorization to establish this full-time position to its staff complement, effective February 24, 2015. (See Exhibit B, Attachment 2)

C. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2014/2015 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Abbas, Sam	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Abelson, Robert	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Abelson, Robert	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Afshari, Maryam	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Allah, Nancy	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Aminy, Marina	Online Educ. Initiative (OEI)/SC	500.00	01/20/15-05/21/15
Andersen, Richard	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Araujo, Cecilia	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Argila, Carl	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Augsburger, Susan	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Barlow, Diane	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Barr, Douglas	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Benitez, Alma	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Bennett, Michael	Chair, Adapted Kinesiology/SC	1,451.00	08/18/14-12/19/14
Bennett, Michael	Coordinator, KNEA Pgrm/SC	4,930.00	08/18/14-12/19/14
Bennett, Michael	Coordinator, KNEA Pgrm/SC	4,930.00	01/20/15-05/22/15
Black, Janine	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Bosworth, Rain	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Bower, Karyn	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Boyd, Melody	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Brady, Kenneth	Secretary, Academic Senate/SC	3,482.02	01/20/15-05/21/15
Brightbill, Juanita	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Bromberger, K.	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Bronikowski, M.	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Brooks, Taylor	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Bryars, Teresa	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Burkhalter, E.	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Butler, Moose	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Caggiano, Jodi	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Caldwell, Avery	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Carey, Margaret	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Casey, Hollis	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Castello, Anthony	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Caverly, Carolin	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Cesareo, Claire	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Chandra, Jyoti	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Chandra, Jyoti	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Chang, Sarah	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Chang, Wayne	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Chhun, Stephanie	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Chhun, Stephanie	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Colby, Kathryn	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Costa, Ross	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Cox, Barbara	Chair, Business/SC	83.76	06/02/14-08/10/14
Coy, Christine	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Davis, Bernadette	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Deerheart, Andrea	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15

C. 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 2014/2015 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
DeGennaro, John	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Delson, Cheryl	Facilitator, SLOs/IVC	1,161.00	01/20/15-05/22/15
DeMarchi, Joanne	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Desopo, Camille	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Dhillon, Rajanpal	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Dhillon, Rajanpal	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Donaldson, Lindsay	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Donelson, Susan	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Edwards, Paula	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Elizalde-Henson, S.	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Enciso, Maria	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Espinosa, Manuel	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Evans, William	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Fernandez, Juan	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Fisher, Marni	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Fisher, Schorre	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Fitzgeorge, Brenda	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
FitzMaurice, Teri	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Fong, Fleur	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Font, Amparo	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Frydenberg, Jia	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Garcia, Renee	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Geller, Valerie	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Gilbert, Amie	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Goodman, Richard	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Gregory, Eric	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Guerrero, Jorge	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Gustafson, Michelle	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Gustafson, Michelle	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Hanna-Chase, D.	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Hass, Kevin	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Heather, Nathan	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Hecht, Susan	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Hesse, Lisa	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Hiduke, Gail	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Hodge, Philip	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Hoffman, Bill	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Hoggatt, Michael	Chair, DSPTS-Supplemental/SC	592.32	08/18/14-12/19/14
Hoggatt, Michael	Chair, DSPTS-Supplemental/SC	592.32	01/20/15-05/22/15
Homma, Mary	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Homma, Mary	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Hoolihan, Lori	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Jacobs, Louise	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Jahani, David	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15

C. 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 2014/2015 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Jekabsons, Ivars	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Jenkins, Christina	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Jenks, Gregory	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Jensen, Dianne	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Kelsey, David	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Kihara, Sarah	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Kihara, Sarah	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Kihyet, Constance	AVID Professional Development/SC	50.00	11/14/14-11/14/14
King, Emily	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Klingbeil, Candice	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Klunderz, Jayne	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
¹ Knapp, Rebecca	Coordinator, CTE Mini-Conf./SC	2,322.00	01/20/15-05/21/15
Kouritas, Georgios	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Kramer, Kathryn	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Larson, Gary	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Lassiter, Rhonda	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Lebowitz, Jerry	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Lee, Ken	Coordinator, CTE Faculty Center/SC	5,803.00	01/20/15-05/21/15
Levine, Joel	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Lommatsch, Cheryl	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Major, Nicole	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Manchik, Victor	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Markle, Victoria	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Marshall, Cynthia	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Martinez, Marc	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Maynard, Linda	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
McCarthy, Mary A.	AVID Professional Development/SC	50.00	11/14/14-11/14/14
McCleave, Sumaya	AVID Professional Development/SC	50.00	11/14/14-11/14/14
McCliman, Michelle	AVID Professional Development/SC	50.00	11/14/14-11/14/14
McMahon, Arnold	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Merrell, JoAnn	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Messenger, Lisa	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Meyer, Harold Fred	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Mochizuki, Jon	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Moir, Casey	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Mongeon, Jannine	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Mongeon, Jannine	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Moore, Carrie	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Morales, Jamee	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
MorrisFreshwater, L	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
MorrisFreshwater, L	AVID Professional Development/SC	50.00	11/14/14-11/14/14

¹ This is a title correction only. It was Board approved January 26, 2015 with incorrect title of CTE Faculty Center Coordinator.

C. 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 2014/2015 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Myhren, Brett	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Nelson, Josete	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Nguyen, Kevin	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Nowland, Judith	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Nussenbaum, Sharon	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Ochoa, Heidi	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Ochoa, Lucas	AVID Professional Development/SC	25.00	11/14/14-11/14/14
Orzechowski, Misty	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Page, James	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Paige, Monique	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Picraux, Laura	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Pino, David	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Pino, David	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Plascencia, B.	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Plunkett, Angela	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Podolak, Mark	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Pollizzi, Vincent	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Popa, Aura	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Posada, Timothy	Chair, Journalism/SC	1,451.00	01/20/15-05/21/15
Pratt, Allison	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Pryor, Cathleen	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Rangel, Efren	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Ray, Shatarupa	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Renault, Irene	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Rives, Nick	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Robinson, Gloria	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Robles, Dolores	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Rodriguez-M., Eva	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Roffel, Francis	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Rogers Cloud, R.	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Rokni, Sara	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Romero, Maria T.	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Roostee, Larissa	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
² Rosenberg, A.	Co-Chair, Economics/SC	580.50	01/12/15-05/21/15
Ross, Amanda	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Sadeghiani, Neda	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Saremi, Sohila	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Schantz, Doris	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Schantz, John	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Schermerhorn, B.	AVID Professional Development/SC	50.00	11/14/14-11/14/14

² Revision to Chair of Economics assignment approved by the Board of Trustees on January 26, 2015. Ms. Rosenberg will serve as Co-Chair of Economics.

C. 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 2014/2015 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Schlenker, Ken	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Seddighzadeh, N.	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Shannon, Janet	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Shriver, Julia	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Shults, MaryAnne	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Sierakowski, E.	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Smith, Basil	Online Educ. Initiative (OEI)/SC	500.00	01/20/15-05/21/15
Smith, Melinda	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Steinle, Thomas	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Sullivan, Patricia	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Swanson, Rosemary	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Tait, Miriam	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Takizawa, Hiromi	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Tarantola, Leslie	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Toscano, Laura	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Toscano, Laura	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Tovar, Ana	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Tran, Lisa	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Tran, Lisa	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Valot, Susan	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Vatandoust, Fariba	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Visca, Curtis	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Wadley, Jonathan	Online Educ. Initiative (OEI)/SC	500.00	01/20/15-05/21/15
Wang, Jenny	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Watt, Deborah	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Weaver, Chris	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Weaver, Megan	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Webber, Kendralyn	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Weckerly, Michelle	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Weghorst, Chuck	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Welc, Martin	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Westcott, John	AVID Professional Development/SC	50.00	11/14/14-11/14/14
Westcott, John	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
White-Alcover, S.	Chair, Medical Assisting Pgrm/SC	2,032.00	01/20/15-05/22/15
Williamson, Hedy	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Willis, Evgenia	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Womack, Malia	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Woods, Wind	President's PT Faculty Dinner/SC	50.00	01/15/15-01/15/15
Woodward, Ken	Co-Chair, Economics/SC	580.50	01/12/15-05/21/15

D. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for 2014/2015 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Barrows, Morgan	Perkins Water Conserv. Devel./SC	5,000.00	01/12/15-03/31/15
Daniels, Stevie	Advisory Comm. AB86/SC	2,000.00	01/20/15-05/21/15
Fitz-Maurice, Teri	Adv. Comm. AB86/SC-Adjustment	1,334.00	08/18/14-12/20/14
Fitz-Maurice, Teri	Adv. Comm. AB86/SC-Adjustment	1,332.00	01/20/15-05/21/15
Goulding, Carrie	Adv. Comm. AB86/SC-Adjustment	167.00	06/01/14-08/08/14
Himes, Marji	Choreographer (3 Dance Perf.)/SC	1,000.00	01/20/15-04/11/15
Hoggatt, Michael	Adv. Comm. AB86/SC-Adjustment	1,332.00	01/20/15-05/21/15
Hoggatt, Michael	Adv. Comm. AB86/SC-Adjustment	54.00	06/01/14-08/08/14
Hoggatt, Michael	Adv. Comm. AB86/SC-Adjustment	1,084.00	08/18/14-12/20/14
Lam, Chin	Adv. Comm. AB86/SC-Adjustment	200.00	06/01/14-08/08/14
Lam, Chin	Advisory Comm. AB86/SC	2,000.00	08/18/14-12/20/14
Lam, Chin	Advisory Comm. AB86/SC	2,000.00	01/20/15-05/21/15
Lebauer, Roni	Advisory Comm. AB86/SC	2,000.00	08/18/14-12/20/14
Lebauer, Roni	Advisory Comm. AB86/SC	880.00	06/01/14-08/08/14
Lebauer, Roni	Advisory Comm. AB86/SC	2,000.00	01/20/15-05/21/15
Lee, Kenneth	Adv. Comm. AB86/SC-Adjustment	1,334.00	08/18/14-12/20/14
Lee, Kenneth	Adv. Comm. AB86/SC-Adjustment	1,332.00	01/20/15-05/21/15
Lee, Kenneth	Adv. Comm. AB86/SC-Adjustment	54.00	06/01/14-08/08/14
Lerman, Carol	Adv. Comm. AB86/SC-Adjustment	254.00	06/01/14-08/08-14
Lerman, Carol	Adv. Comm. AB86/SC-Adjustment	1,334.00	08/18/14-12/20/14
Lerman, Carol	Adv. Comm. AB86/SC-Adjustment	1,332.00	01/20/15-05/21/15
Lynch, Ardith	Adv. Comm. AB86/SC-Adjustment	1,332.00	01/20/15-05/21/15
Lynch, Ardith	Adv. Comm. AB86/SC-Adjustment	1,334.00	08/18/14-12/20/14
Mackenzie, Emalee	Director, Mentor Links Project/IVC	3,483.00	02/24/15-05/22/15
Medling, Jane	Acct'ing Tutoring Lab/Perkins/SC	1,179.50	01/21/15-05/15/15
Meyer, Clifford	Women in Green Trans./Perkins/SC	600.00	01/12/15-01/23/15
Taylor, Karen	Adv. Comm. AB86/SC-Adjustment	1,332.00	01/20/15-05/21/15
Taylor, Karen	Adv. Comm. AB86/SC-Adjustment	1,334.00	08/18/14-12/20/14
Taylor, Karen	Adv. Comm. AB86/SC-Adjustment	74.00	06/01/14-08/08-14
Welc, Martin	Adv. Comm. AB86/SC-Adjustment	1,332.00	01/20/15-05/21/15
Welc, Martin	Adv. Comm. AB86/SC-Adjustment	54.00	06/01/14-08/08/14
Welc, Martin	Adv. Comm. AB86/SC-Adjustment	1,084.00	08/18/14-12/20/14
Whitson, Stephen	Acct'ing Tutoring Lab/Perkins/SC	1,179.50	01/21/15-05/15/15
Wolken, Matthew	Director, UCI iUSE Project/IVC	3,870.00	02/24/15-05/22/15
Yell, Lacey	Choreographer (3 Dance Perf.)/SC	1,000.00	01/20/15-04/11/15

E. WORKLOAD BANKING

1. VENABLE, SAMANTHA, ID #1149, Nursing Instructor, Division of Health Sciences & Human Services, Saddleback College, Pos #1713, is requesting a leave of absence for the 2016 Spring Semester, based on the equivalent of 15 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2011-2014, in compliance with the Workload Banking Program.

F. REDUCED WORKLOAD PROGRAM WITH STRS RETIREMENT

1. EVANS, NANCY, ID #2487, Mathematics Instructor, Pos #1824, Division of Mathematics, Science & Engineering, Saddleback College, has requested to participate in a reduction in teaching contract to 50% workload beginning the academic year 2015-16 in accordance with Article XXXI, Section 1, of the Academic Employee Master Agreement 2011-2014, effective date to participate in the CalSTRS Reduced Workload Program is August 10, 2015.

G. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. RICE, TAMERA, ID #11848, Assistant Dean of Health Sciences & Human Services/Director of Nursing, Division of Health Sciences & Human Services, Saddleback College, Pos #4626, resignation effective December 30, 2015 and retirement effective December 31, 2015. Payment is authorized for any compensated time off. (Start date: September, 10, 2001)

ATTACHMENT 1

South Orange County Community College District

DEAN OF ECONOMIC AND WORKFORCE DEVELOPMENT AND BUSINESS SCIENCE - ID #,
Saddleback College, Integrated Academic/Classified Administrators/Managers Salary Schedule Range 22
(Academic Administrator)

DEFINITION

To serve as administrator and supervisor for Economic and Workforce Development (EWD) college wide; provide leadership to develop, organize and implement EWD goals and objectives; provide leadership to plan, develop, organize, schedule, direct, improve and evaluate assigned programs, curriculum and related student support services in consultation with administrators and managers; and develop partnerships and coordinate with external agencies to develop opportunities for students.

To serve as administrator and supervisor of the Business Science Division; provide leadership to develop, organize and implement Business Science Division goals and objectives; provide leadership to plan, develop, organize, schedule, direct, improve and evaluate assigned programs, curriculum and related student support services in consultation with department chairs, faculty and classified staff; develop partnerships and coordinate with external agencies in support of Division's programs and students.

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 collaborative processes; encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

DISTINGUISHING CHARACTERISTICS

This classification is distinguished from other positions assigned as Dean in that 50% of the assignment is Economic and Workforce Development and 50% of the assignment is Business Science.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Vice President for Instruction or designee of the President.

Exercises functional and technical supervision over academic, professional, technical and classified staff as assigned.

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

Economic and Workforce Development (50%)

Provide leadership in the administration of the Economic and Workforce Development (EWD) unit of the College, including personnel management in accordance with laws, regulations, District policy and collective bargaining agreements.

Provide leadership for the Economic and Workforce Development unit with a college wide focus; manage and coordinate the development of educational programs and services to support local economic development initiatives by collaborating with economic development agencies to develop business recruitment and expansion strategies; develop and convene an EWD advisory group inclusive of sector and deputy sector navigators.

Develop and maintain partnerships with employers, business and educational organizations, public agencies, community-based organizations, regional and statewide groups; represent the college through participation in EWD activities that advance the College's role in EWD.

South Orange County Community College District
Dean, Economic and Workforce Development and Business Science – Page 2

Communicate and network with leaders in the private and public sector to promote Saddleback College, linking and aligning CTE instructional programs with local and regional employers; promote College educational programs through marketing and outreach to businesses.

Facilitate the development of strategic grant proposals, memoranda of understanding and contracts with/for public and private agencies.

Direct fundraising and financial development for assigned areas of responsibility; disseminate information to College administrators about the availability of external funding and faculty members and administrators regarding grants relevant to their academic field; provide analyses of funding opportunities; coordinate timelines and protocols for grants.

Administer CTE allocations and grant funding in support of the College's strategic plan; convene and utilize the CTE committee to plan and implement activities to enhance and improve CTE programs; prepare plans, quarterly and final reports as required.

Working with the Director of Planning, Research and Accreditation and Director of Financial Aid, prepare annual Gainful Employment reports; develop and post required Gainful Employment data for each program offered by the college on the program website.

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.

Prepare or direct the preparation and maintenance of detailed and comprehensive reports, records and files regarding Economic and Workforce Development, such as the annual South Orange County Economic Report.

Support instructional deans, faculty and staff in developing new curricula and in planning and implementing new CTE education and training programs; collaborate with instructional division in joint ventures to develop new workforce programs; provide labor market data in support of new program proposals.

Work within the College to build collaborations with faculty and staff that will provide lasting and sustainable solutions to the workforce needs of the region, both for companies and individuals.

Facilitate the design of training programs and courses, and academic and employment career ladders (pathways) to address business' strategic planning needs as well as identified skill gaps or training needs.

Oversee the coordination of conferences, forums and other activities related to EWD.

Represent the College on regional, state and national consortia and EWD organizations.

Work within the regional workforce development system, e.g. area businesses, Workforce Investment Boards, One-stop Career Centers, economic development agencies, state services, other community colleges and institutes of higher education, area school districts, and training vendors to create and implement best practice models of high quality workforce programs which can be replicated and sustained at Saddleback College; work in collaboration with regional workforce partners; submit College program information to the Workforce Investment Boards to be placed on the Eligible Training Providers List and post program approval on College program pages.

Participate in the development of the College's strategic plan, communicating the needs, goals, plans and overall role of areas of assignment.

South Orange County Community College District
Dean, Economic and Workforce Development and Business Science – Page 3

Communicate with College, District, State, and federal personnel to coordinate EWD, programs, services and activities.

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.

Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of students.

Perform related duties as assigned.

Business Science Division (50%)

Lead, direct and approve the planning, development, organizing, scheduling, direction, performance and evaluation of the instructional programs and services of the Business Science Division, which currently include: accounting, business, computer information management, and real estate.

Provide leadership in the administration of the Business Science Division of the College, including personnel management in accordance with laws, regulations, District policy and collective bargaining agreements.

Lead assigned division in, program development and performance of the mission and in carrying out the College's mission, goals and objectives.

Analyze, interpret and monitor the student success rates of assigned programs and student preparedness and recommend change as needed.

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.

Participate in the selection of new permanent employees and temporary professional staff in accordance with District policies and legal requirements.

Train, supervise and evaluate the performance of assigned probationary and permanent 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.

Organize, attend or chair a variety of administrative and staff meetings related to planning, budget, curriculum, advisory committees and other activities; participate in collegial consultation, participatory governance and appropriate advisory committee meetings and provide in-service and workshops for employees.

Communicate with College, District, State, and federal personnel to coordinate instructional needs, programs, services and activities; resolve conflicts and issues and develop new and effective certificate and degree programs; provide leadership in delivery of courses, certificates, and degrees for assigned instructional division.

Develop, prepare, submit, administer, monitor and review annual administrative unit reviews and program budgets for assigned areas, including annual resource requests; direct the acquisition, maintenance and use of both instructional and non-instructional equipment; and maintain an equipment-replacement plan; direct the maintenance of records and

South Orange County Community College District
Dean, Economic and Workforce Development and Business Science – Page 4

controls to assure instructional division expenditures and operations remain within established budget limitations; monitor and approve purchase requisitions and prepare agenda items for Board approval as needed.

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 for educational preparation effectively to College personnel.

Prepare or direct the preparation and maintenance of detailed and comprehensive reports, records and files regarding instructional division personnel, facilities, and activities.

Supervise the planning, organization and arranging of appropriate staff development programs and activities for faculty and staff; orient new employees and direct the implementation of flex time procedures.

Review and facilitate curriculum development and student-centered schedule development to achieve FTES targets; direct the acquisition, maintenance, and use of instructional 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; manage assigned facilities and approve all assigned facilities usage.

Promote and coordinate a variety of programs and services and arrange for the development of promotional materials and college publications.

Represent the college on district-wide committees related to the area supervised.

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.

Assist assigned Vice President in the resolution of student and faculty concerns related to areas of assignment.

Create a positive campus climate that fosters innovation in curriculum development for instruction and services in assigned divisions; work with the community, business, industry and other educational institutions to promote assigned divisions of instruction; contribute to the development and implementation of a coordinated outreach, marketing and public relations process and plan for assigned instructional programs and services.

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 reasonably related to the assignment. An earned doctorate from an accredited college or university is preferred.

South Orange County Community College District
Dean, Economic and Workforce Development and Business Science – Page 5

Experience:

At least three years of successful faculty experience reasonably related to the assignment, and one year of administrative/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:

Proven ability to procure grants/contracts from local/State sources.

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 support services required to enhance instruction.

Applicable District policies and local, State and federal laws, codes and regulations, including Title V and California Education code.

Basic data collection and analysis related to student learning outcomes, retention, and success.

California Community Colleges basic skills initiative.

Community relations and external resource development.

Computer systems and software applications related to assigned instructional division.

Curriculum development.

District safety policies and procedures.

Evidence of a working knowledge of local, regional and national economic and workforce development trends, legislation and agencies.

Evidence of sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of students, faculty and staff.

Evidence of understanding and experience with the principles of collegial consultation.

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.

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, instructional support and student services.

Team-oriented leadership style.

Trends in assigned areas of education and related regulations.

Web page design, Blackboard and/or other course management systems, and other instructional and student services software.

Ability to:

Administer budgets, personnel and facilities.

Advocate for assigned division's programs and needs.

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

South Orange County Community College District
Dean, Economic and Workforce Development and Business Science – Page 6

- Assess, manage, implement, use and apply technology in the management and delivery of assigned instructional, training or student services programs.
- Assist in forecasting current and future needs and costs affecting assigned division.
- Build successful partnerships with business, industry, the community and other educational institutions.
- Collect, compile and analyze data.
- Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside the District.
- Demonstrate commitment to academic and professional excellence.
- Demonstrate evidence of a sensitivity, understanding and commitment to working with community college students of diverse academic, socioeconomic, cultural, physically challenged and ethnic backgrounds.
- Demonstrate evidence of participation in activities with campus, business or community organizations such as a member of a planning body or committee.
- Demonstrate flexibility and adaptability.
- Develop and implement technology-based solutions to curriculum and instructional issues.
- Develop contract training programs for business and/or industry.
- Develop markets and promotional strategies for courses, services and projects related to foundational skills that will promote enrollment growth, retention and student success.
- Develop, prepare and administer project budgets.
- Embrace and work effectively within a system of participatory governance.
- Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation and quality services.
- Establish and maintain effective, harmonious, and collaborative relationships with a diverse population of students, staff and community.
- Exercise initiative and work independently.
- Exercise judgment or choice among possible actions, sometimes without clear precedents and often with concern for the consequences of the action.
- Interact effectively with diverse students, staff, faculty and administrators.
- 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 and assess technology needs and implementation in an instructional or training environment.
- 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.
- Provide leadership, including program and curriculum development, in a multidisciplinary environment.
- 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 to develop and implement personnel policies and procedures.
- Relate effectively to people of varied academic, cultural and socioeconomic background using tact, diplomacy and courtesy.
- Represent the college at the community, State and national levels.

South Orange County Community College District
Dean, Economic and Workforce Development and Business Science – Page 7

Resolve conflicts and solve problems.

Serve as an effective management team member.

Train and provide supervision and work direction to others as assigned.

Understand and commit to working with culturally and ethnically diverse groups.

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

Use independent judgment in the interpretation and application of rules, regulations, policies and procedures.

Work collaboratively with administration, classified management, faculty, staff and students.

Work effectively in a fast-paced environment with numerous interruptions.

WORK 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 and 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.

Finalized by Marlys Grodt and Associates on February 11, 2015

ATTACHMENT 2

South Orange County Community College District

DEAN OF KINESIOLOGY - ID #, Saddleback College, Integrated Academic/Classified Administrators/Managers Salary Schedule Range 22 (Academic Administrator)

DEFINITION

To serve as administrator and supervisor of the Kinesiology & Athletics division of the college; 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 and related student support services in consultation with academic chairs, faculty and classified staff.

To foster a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the District; lead by example; actively participate in and support District-wide participatory governance components and activities and other collaborative processes; encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Vice President for Instruction.

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 the Kinesiology & Athletics division of the college, including personnel management, in accordance with laws, regulations, District policy and collective bargaining agreements; direct and evaluate the programs and departments assigned to Kinesiology & Athletics currently including Kinesiology, Adaptive Kinesiology, Athletics (20 intercollegiate sports), Dance, Health, and Recreation.

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 curriculum, instructional or student services programs and services of assigned division.

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 instructional needs, programs, services and activities; resolve conflicts and issues and develop new and effective certificate and degree programs; provide leadership in delivery of courses, certificates, and degrees for assigned instructional division.

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

South Orange County Community College District
Dean of Kinesiology - Page 2

of adequate records and controls to assure instructional division 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 assigned instructional division; disseminate information about the availability of external funding; communicate with faculty members and administrators regarding grants relevant to their academic field; provide information concerning specific funding sources; coordinate timelines and protocol for grants.

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 faculty and classified staff and temporary professional staff in accordance with District policies and legal requirements.

Interface with the community and external agencies in all matters of community relations and academic affairs associated with the division of instruction.

Organize, attend or chair a variety of administrative and staff meetings related to strategic planning, budget, curriculum, advisory committees and other activities; participate in collegial consultation, shared 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 faculty and staff; orient new employees and direct the implementation of flex time procedures.

Direct curriculum development and revision; direct the acquisition, maintenance, and use of instructional 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 assigned Vice President in the resolution of student and faculty concerns related to area of assignment.

South Orange County Community College District
Dean of Kinesiology - Page 3

Create a positive campus climate that fosters innovation in curriculum development for instruction and services in assigned divisions; work with the community, business, industry and other educational institutions to promote assigned divisions of instruction; contribute to the development and implementation of a coordinated outreach, marketing and public relations process and plan for assigned instructional programs and services.

Provide direction for the development of new programs, including contribution to the development or redesign of curriculum, 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.

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 division. An earned doctorate from an accredited college or university is preferred.

Experience:

At least of three years of successful faculty experience at the postsecondary level, in at least one of the areas of this assignment, at least one year of successful postsecondary administrative/supervisory experience, with a preferred emphasis in one of the areas of assignment and evidence of a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, physically challenged, and ethnic backgrounds of community college students.

Desirable Experience:

Administrative leadership experience in the development, organization, and management of two or more instructional 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 support services required to enhance instruction.

Applicable District policies and local, State and federal laws, codes and regulations, including Title V and California Education Code.

Basic data collection and analysis related to student learning outcomes, retention, and success. California Community Colleges basic skills initiative.

Community relations and external resource development.

South Orange County Community College District
Dean of Kinesiology - Page 4

Computer systems and software applications related to assigned instructional division. Curriculum development.
District safety policies and procedures.
Evidence of sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of students, faculty and staff.
Evidence of understanding and experience with the principles of collegial consultation. 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.
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, instructional 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 assigned division's programs and needs.
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Assess, manage, implement, use and apply technology in the management and delivery of assigned instructional, training or student services programs.
Assist in forecasting current and future needs and costs affecting assigned division. 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 courses, services and projects related to foundational skills that will promote enrollment growth, retention and student success.
Develop, prepare and administer project budgets.
Embrace and work effectively within a system of participatory governance.
Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.
Establish and maintain effective, harmonious, and collaborative relationships with a diverse population of students, staff and community.
Exercise initiative and work independently.
Exercise judgment or choice among possible actions, sometimes without clear precedents and often with concern for the consequences of the action.
Interact effectively with diverse students, staff, faculty and administrators.
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.
Operate computer/applications software, including database management, spreadsheet, word processing and software related to assigned instructional division.
Learn District and College organization, operations and objectives. Manage complex budgets including grants.

South Orange County Community College District
Dean of Kinesiology - Page 5

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.

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 to develop and implement personnel policies and procedures.

Relate effectively to people of varied academic, cultural and socioeconomic 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.

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

Use independent judgment in the interpretation and application of rules, regulations, policies and procedures. Work collaboratively with administration, classified management, faculty, staff and students.

Work effectively in a fast paced environment with numerous interruptions.

WORK 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 athletic competitions, and conduct work; uses hands and fingers to operate an electronic keyboard or other office machines; reaches with hands and arms, speaks clearly and distinctly to answer telephones and to provide information; sees to read fine print and operate computer; hears and understands voices over telephone and in person; and lifts, carries, and/or moves objects weighing up to 10 pounds.

Finalized by Marlys Grodt and Associates on February 9, 2015

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Classified Personnel Actions – Regular Items
ACTION: Approval/Ratification

BACKGROUND

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

RECOMMENDATION

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

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. LAO, ALBERT is to be employed as Network Systems Technician I, Pos. #4070, Office of Technology Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 132, Step 2, 40 hours per week, 12 months per year, effective January 28, 2015. This is a replacement for Russell Hamilton, who retired.
 - b. MESSNER, STACIE is to be employed as Instructional Assistant, Pos. #3305, Learning Assistance Program, Division of Online Education and Learning Resources, Saddleback College, Classified Bargaining Unit Salary Schedule Range 122, Step 1, 15 hours per week, 12 months per year, effective February 2, 2015. This is a replacement for Edward Booth, who resigned.
 - c. OLIVER, MAUREEN is to be employed as temporary, Acting Risk Manager, Pos. #4599, a temporary classified manager, Office of Business Services, District, Academic and Classified Administrator and Manager Salary Schedule Range 12, Step 1, 40 hours per week, effective February 24, 2015.
 - d. SLOOTEN, CYNTHIA is to be employed as Financial Aid Specialist, Categorical, Pos. #3683, Financial Aid, Office of Student Services, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 125, Step 1, 40 hours per week, 12 months per year, effective January 26, 2015. This is a replacement for Tom Mathavorn, who resigned. Employment in this categorical position is contingent upon funding by the Board of Governors Fee Offset Waiver Program (BFAP).
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>
Adrian, Christopher	Human Resources Assistant/Dist.	121/1	01/12/15
Alcantara, Ryan	Director of Student Life/IVC	C14/1	01/23/15
Avila, Juan	Custodian/IVC	113/1	01/22/15
Camacho, Daniel	Custodian/IVC	113/1	01/26/15
Clemons, Gregory	Counseling Office Assistant/SC	115/1	01/26/15
Gonzalez, David	Senior Counseling Office Assistant/SC	119/1	01/20/15
Griffith, Marites	Laboratory Technician, St. Succ. Ctr./IVC	122/1	01/21/15
Heinze, Amy	Laboratory Technician, Writing Ctr/IVC	122/1	01/15/15
Hesse, Sharon	Articulation Specialist/IVC	127/1	01/15/15
Kredel, Ashley	Director, Foster/Kinship Care Prog/SC	C12/1	01/07/15
Lamb, Terri	Laboratory Technician, Reading/SC	122/1	01/26/15
Pakshir, Peyman	Laboratory Technician, St. Succ. Ctr./IVC	122/1	01/20/15
Sohn, Timothy	Articulation Specialist/IVC	127/1	01/15/15

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2014/2015** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate (\$)</u>	<u>Start/End Date</u>
Caballero, Anthony	Project Specialist/SC	20.00	01/15/15-06/30/15
Chan, Michael	Project Specialist(IT)/Dist.	12.00	01/13/15-06/30/15
¹ Dear, Derek	Project Specialist/SC	14.50	02/15/15-06/30/15
Dedicatoria, Armi	Project Specialist/IVC	24.00	01/12/15-06/30/15
Dehnadi, Helya	Project Specialist/SC	16.00	01/29/15-06/30/15
Esperance, Mapendo	Project Specialist/IVC	15.00	02/15/15-06/30/15
Espinosa Davila, Ximena	Project Specialist/SC	15.00	11/15/14-06/30/15
Estrada, Sharon	Project Specialist/IVC	16.00	01/30/15-06/30/15
Evans, Tiffany	Project Specialist/Dist.	18.00	02/12/15-06/30/15
Faulkner, Richard	Project Specialist/IVC	15.00	02/15/15-06/30/15
Gomez-Zuniga, Emmanuel	Project Specialist/SC	16.00	01/15/15-06/30/15
Gruenberg, Christine	Project Specialist/IVC	9.50	01/01/15-06/30/15
Ho, Trang	Project Specialist/IVC	24.00	01/14/15-06/30/15
Hodge, Phillip	Spec. Proj. Coord./SC	50.00	01/12/15-01/14/15
Hodge, Phillip	Project Specialist/SC	50.00	01/15/15-06/30/15
Hosseini, Mohammadsafa	Project Specialist/SC	10.50	01/27/15-06/30/15
Juarez, Maria-Amor	CDC Aide/SC	10.00	01/22/15-06/30/15
Kennedy, Cailin	Project Specialist/SC	12.00	01/20/15-06/30/15
Khabovets, Kristina	Project Specialist/SC	20.00	01/01/15-06/30/15
Lamb, Kyle	Adapted Kines. Aide/SC	16.00	01/26/15-06/30/15
Mentz, Garrett	Project Specialist/SC	16.00	01/13/15-06/30/15
Meyers, Cole	Project Specialist/IVC	15.00	01/10/15-06/30/15
Montanari, Christine	Adapted Kines Aide/SC	16.00	01/23/15-06/30/15
Newell, Daniel	Project Specialist/SC	16.00	01/27/15-06/30/15
Newell, Daniel	Project Specialist/SC	20.00	01/27/15-06/30/15
Norlin, Kacy	Project Specialist/SC	22.00	01/15/15-06/30/15
Pearson, Jennifer	Project Specialist/SC	20.00	01/12/15-06/30/15
Perez-Perez, Diana	Project Specialist/SC	10.50	01/15/15-06/30/15
Pizana, Lizbet	Project Specialist/SC	10.50	01/24/15-06/30/15
² Ramirez, Jessica	Project Specialist/SC	16.00	01/15/15-06/30/15
Robinson, Joshua	Adapted Kines. Aide/SC	16.00	01/29/15-06/30/15
Rodriguez, Maria-Lourdes	Clerk, Short-Term/SC	14.00	01/20/15-06/30/15
Sanchez, Phillip	Project Specialist/SC	16.00	01/05/15-01/14/15
Severin, Lynn	Project Specialist/SC	24.00	01/15/15-06/30/15
Simpson, Pearl	Project Specialist/SC	20.00	01/23/15-06/30/15

¹ Son of Donald Dear, Police Officer, Office of Campus Safety and Security, Irvine Valley College.

² Daughter of Evelia Ramirez, Admissions and Records Evaluator, Division of Admissions, Records and Enrollment Services, Saddleback College; and niece of Elva Araiza, Admissions and Records Evaluator, Division of Admissions, Records and Enrollment Services, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2014/2015** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate (\$)</u>	<u>Start/End Date</u>
Slattery, Ethan	Project Specialist/SC	15.00	01/13/15-06/30/15
Swanson, Sherrie	Project Specialist/Dist.	20.00	02/01/15-06/30/15
Thompson, Michael	Coaching Aide/SC	25.00	01/23/15-06/30/15

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 **2014/2015** academic year.

<u>Name</u>	<u>Start/End Date</u>
Beltran, Ana	01/01/15-06/30/15
Bucknam, Keatyn	01/12/15-06/30/15
Kind, Andrew	01/15/15-06/30/15
Moore, Cailon	01/22/15-06/30/15
Sephen, Monika	01/13/15-06/30/15

5. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2014/2015** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Abedi, Dina	Tutor/IVC	15.00/hr	01/23/15-06/30/15
Auwaijan, Nicolas	Tutor/IVC	15.00/hr	01/12/15-06/30/15
Coulombe, Shane	Tutor/IVC	15.00/hr	01/30/15-06/30/15
Gocho, Justin	Tutor/IVC	15.00/hr	01/26/15-06/30/15
Green, Mariko	Tutor/SC	15.00/hr	01/15/15-06/30/15
Hunter, Thomas	Tutor/SC	15.00/hr	01/22/15-06/30/15
Igna, Alvin	Tutor/IVC	15.00/hr	01/12/15-06/30/15
Khezri, Jasmine	Tutor/SC	12.00/hr	01/15/15-06/30/15
Klein, Wesley	Tutor/SC	15.00/hr	01/22/15-06/30/15
Lapham, Jennifer	Cert. Test Proctor/IVC	16.00/hr	01/12/15-06/30/15
Liu, Jonathan	Tutor/IVC	15.00/hr	01/12/15-06/30/15
Moradi, Sepideh	Tutor/IVC	15.00/hr	01/30/15-06/30/15
Paulsen, Krista	Tutor/SC	15.00/hr	01/26/15-06/30/15
Peterson, Edward	Comm. Ed./IVC	2500.00/cs	01/12/15-06/30/15
Rosas, Tammra	Interpreter IV/IVC & SC	42.00/hr	01/14/15-06/30/15
Rosen, Annie	Tutor/SC	15.00/hr	01/13/15-06/30/15
Shumate, Jacob	Clinical Skills Spec./SC	30.00/hr	01/26/15-06/30/15
Slattery, Ethan	Tutor/SC	15.00/hr	01/13/15-06/30/15
Tamariz, Santiago	Tutor/SC	15.00/hr	01/29/15-06/30/15
Williams, Gregory	Clinical Skills Spec./SC	30.00/hr	01/23/15-06/3/015

B. AUTHORIZATION TO ELIMINATE CLASSIFIED POSITION AND/OR POSITION NUMBERS

1. COMPUTER/AUDIO VISUAL TECHNICIAN, Pos. #4464, Classified Bargaining Unit Salary Schedule Range 126, Office of Technology Services, Saddleback College seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective February 24, 2015. (Position approved: October 24, 2011)

C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

1. APPLICATIONS SPECIALIST II, Classified Bargaining Unit Salary Schedule Range 138, Office of Technology Services, Irvine Valley College, seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective February 24, 2015.
2. CUSTODIAN, Classified Bargaining Unit Salary Schedule Range 113, Office of Physical Plant, Irvine Valley College, seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective February 24, 2015.
3. CUSTODIAN, Classified Bargaining Unit Salary Schedule Range 113, Office of Physical Plant, Irvine Valley College, seeks authorization to establish and announce a part-time, 29 hours per week, 12 months per year position to its staff complement, effective February 24, 2015.
4. CUSTODIAN, Classified Bargaining Unit Salary Schedule Range 113, Office of Physical Plant, Irvine Valley College, seeks authorization to establish and announce a part-time, 29 hours per week, 12 months per year position to its staff complement, effective February 24, 2015.
5. CUSTODIAN, Classified Bargaining Unit Salary Schedule Range 113, Office of Physical Plant, Irvine Valley College, seeks authorization to establish and announce a part-time, 29 hours per week, 12 months per year position to its staff complement, effective February 24, 2015.
6. CUSTODIAN, Classified Bargaining Unit Salary Schedule Range 113, Office of Physical Plant, Saddleback College, seeks authorization to establish and announce a part-time, 29 hours per week, 12 months per year position to its staff complement, effective February 24, 2015.
7. CUSTODIAN, Classified Bargaining Unit Salary Schedule Range 113, Office of Physical Plant, Saddleback College, seeks authorization to establish and announce a part-time, 29 hours per week, 12 months per year position to its staff complement, effective February 24, 2015.
8. DISABLED STUDENT PROGRAM SPECIALIST, CATEGORICAL, Classified Bargaining Unit Salary Schedule Range 123, Division of Transfer, Career and Special Programs, Saddleback College, seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective February 24, 2015. Employment in this categorical funded position is contingent upon special government funding for Disabled Student Program and Services.

C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

9. HEAD INTERPRETER, CATEGORICAL, Classified Bargaining Unit Salary Schedule Range 142, DSPS, Division of Guidance and Counseling, Irvine Valley College, seeks authorization to establish and announce a full-time, 40 hours per week, 11 months per year position to its staff complement, effective February 24, 2015. Employment in this categorical funded position is contingent upon special government funding for Disabled Student Program and Services.
10. POLICE SERGEANT, Police Officers Association Salary Schedule Range IV, Office of Campus Safety and Security, Irvine Valley College, seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective February 24, 2015.
11. PROGRAM RESEARCH ANALYST (STUDENT SUCCESS), CATEGORICAL, Classified Bargaining Unit Salary Schedule Range 138, Research, Planning and Accreditation, Office of Technology and Learning Services, District, seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective March 1, 2015. Employment in this categorical funded position is contingent up funding by the Saddleback College Student Success and Support Program.
12. WAREHOUSE, Classified Bargaining Unit Salary Schedule Range 120, Facilities, Planning and Purchasing, Office of Business Services, District, seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective February 24, 2015.

D. AUTHORIZATION TO ELIMINATE AND CREATE CLASSIFIED POSITIONS

1. SADDLEBACK COLLEGE seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title V Education Regulation, Section (a) and (b), Recruitment 53021.
 - a. **ELIMINATE** INSTRUCTIONAL DESIGNER, Pos. #2865, Office of Technology Services, Classified Bargaining Unit Salary Schedule Range 142, part-time, 29 hours per week, 12 months per year from its staff complement, and **CREATE NETWORK SYSTEMS TECHNICIAN II**, Office of Technology Services, Classified Bargaining Unit Salary Schedule Range 136, full-time, 40 hour per week, 12 months per year position to its staff complement, effective February 23, 2015 (Pos. #2865 was approved by the Board of Trustees on June 30, 2003)

E. CHANGE OF STATUS

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)
 - a. CAGNEY, KATIE, ID #19366, Development Associate II Assistant, Pos. #4788, Classified Bargaining Unit Salary Schedule Range 131, Step 2, 29 hours per week, 12 months per year, Office of College Foundation, Saddleback College, is to be employed as Development Associate - Technology and Donor/Alumni Development, Office of College Foundation, Classified Bargaining Unit Salary Schedule Range 138, Step 1, 40 hours per week, 12 months per year, Office of College Foundation, Saddleback College, effective August 1, 2014.

E. CHANGE OF STATUS

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)
 - b. DADSETAN, SHARAREH, ID #12227, Office Assistant, Pos. #4416, Classified Bargaining Unit Salary Schedule Range 113, Step 2, 29 hours per week, 12 months per year, Division of Online Education and Learning Resources, Saddleback College, is to be employed as Office Assistant, Pos. #5068, Classified Bargaining Unit Salary Schedule Range 113, Step 2, 40 hours per week, 12 months per year, Division of Online Education and Learning Resources, Saddleback College, effective January 21, 2015. This position was approved by the Board of Trustees on September 29, 2014.
 - c. KWAN, SUSAN, ID #18476, Human Resources Assistant, Pos. #4463, Classified Bargaining Unit Salary Schedule Range 121, Step 2, 40 hours per week, 12 months per year, Office of Human Resources, District, is to be employed as Human Resources Specialist, Pos. #4482, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, Office of Human Resources, District, effective April 1, 2015. This is a replacement for Ellen Nialis, who resigned.

F. OUT OF CLASS ASSIGNMENTS

1. ALBA, DANIEL, ID #17501, Custodian, Pos. #1113, Classified Bargaining Unit Salary Schedule Range 113, Step 5, 40 hours per week, 12 months per year, Office of Physical Plant, Saddleback College, has been given a temporary change in assignment to Building Maintenance Worker, Pos. #3303, Classified Bargaining Unit Salary Schedule Range 124, Step 1, 40 hours per week, Office of Physical Plant, Saddleback College, effective February 1, 2015. This is a temporary reassignment for Pablo Saldana, who is on leave.
2. BEAN, LEANN, ID #16279, Senior Administrative Assistant, Pos. #3958, Classified Bargaining Unit Salary Schedule Range 127, Step 6, 40 hours per week, 12 months per year, Division of Counseling Services, Saddleback College, has been given a temporary change in assignment to Executive Assistant, Pos. #3325, Classified Bargaining Unit Salary Schedule Range 133, Step 4, 40 hours per week, Office of Student Services, Saddleback College, effective, January 1, 2015. This is a temporary reassignment for Barbara Sendaba, who retired.
3. CONSTANZO, MARINA, ID #18796, Accounting Specialist, Pos. #4309, Classified Bargaining Unit Salary Schedule Range 118, Step 1, 25 hours per week, 12 months per year, Office of College Fiscal Services, Irvine Valley College, has been given a temporary change in assignment to Accounting Specialist, Pos. #4242, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, Office of College Fiscal Services, Irvine Valley College, effective January 27, 2015. This is a temporary reassignment for Brian Kim, who is in a temporary assignment.

F. OUT OF CLASS ASSIGNMENTS - Continued

4. ³GORDON, DENNIS, ID #16460, Acting Director of Student Life, Pos. #4933, a temporary classified manager, Academic and Classified Administrator and Manager Salary Schedule Range 14, Step 2, 40 hours per week, Student Development, Office of Student Services, Irvine Valley College, temporary assignment ended on February 10, 2015, and has been given a temporary change in assignment to Interim Executive Director of College Foundation, Pos. #4887, a temporary classified manager, Academic and Classified Administrator and Manager Salary Schedule Range 22, Step 1, 40 hours per week, College Foundation, Office of the President, Irvine Valley College, effective February 11, 2015. This is a temporary replacement for Richard Morley, who resigned.
5. HARVEY, JEFFREY, ID #13612, Automotive Diagnostic Technician, Pos. #3386, Classified Bargaining Unit Salary Schedule Range 128, Step 6, 40 hours per week, 12 months per year, Office of Physical Plant, Saddleback College, has been given a temporary change in assignment to Lead Automotive Diagnostic Technician, Pos. #3384, Classified Bargaining Unit Salary Schedule Range 134, Step 4, 40 hours per week, Office of Physical Plant, Saddleback College, effective December 9, 2014 through February 6, 2015. This is a temporary reassignment for Scott Smith, who was on leave.
6. MORALES GUTIERREZ, JUAN, ID #19166, Custodian, Pos. #4805, Classified Bargaining Unit Salary Schedule Range 113, Step 2, 28 hours per week, 12 months per year, Office of Physical Plant, Irvine Valley College, has been given a temporary change in assignment to Lead Custodian, Pos. #3382, Classified Bargaining Unit Salary Schedule Range 119, Step 1, 40 hours per week, Office of Physical Plant, Irvine Valley College, effective February 2, 2015. This is a temporary reassignment for Mark Murphy, who is in a temporary assignment.
7. REZVANI, KIMIA, ID #15993, Administrative Assistant, Pos. #3361, Classified Bargaining Unit Salary Schedule Range 121, Step 3, 40 hours per week, 12 months per year, Financial Aid, Office of Student Services, Saddleback College, has been given a temporary change in assignment to Senior Administrative Assistant, Pos. #3958, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, Division of Transfer, Career and Special Programs, Saddleback College, effective February 9, 2015. This is a temporary reassignment for Leann Bean, who is in a temporary assignment.

G. LEAVE OF ABSENCE

1. GONZALEZ DELGADO, MARIA (VIANNEY), ID #19877, Human Resources Specialist, Pos. #3293, Classified Bargaining Unit Salary Schedule Range 127, Step 3, 40 hours per week, 12 months per year, Office of Human Resources, District, has been granted an unpaid general leave, with paid benefits for two months, effective February 1, 2015.
2. ORTEGA, NICOLE, ID #16314, Research and Planning Analyst, Pos. #4881, Classified Bargaining Unit Salary Schedule Range 138, Step 6, 40 hours per week, 12 months per year, Office of Planning, Research and Accreditation, District, has been granted an unpaid general leave, with paid benefits, while in temporary assignment as Interim Director of Research, Planning and Accreditation, effective January 1, 2015.

³ Mr. Gordon's permanent assignment is Senior Accounting Specialist, Pos. #4116, Office of Administrative Services, Irvine Valley College.

H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. IRWIN, DELORES, ID #14048, Accounting Specialist, Pos. #4076, Classified Bargaining Unit Salary Schedule Range 127, Step 6, 40 hours per week, 12 months per year, Fiscal Services, Office of Business Services, District, resignation effective May 4, 2015 and retirement effective May 5, 2015. Payment is authorized for any compensated time off. (Permanent Start date: March 28, 2005)
2. LONG, DAVID, ID #16481, Senior Laboratory Technician, Automotive, Pos. #5046, Classified Bargaining Unit Salary Schedule Range 130, Step 1, 29 hours per week, 12 months per year, resignation effective January 30, 2015. Payment is authorized for any compensated time off. (Probationary Start date: December 2, 2014)
3. SILGAILIS, STEVE, ID #15658, Office Assistant, Pos. #3149, Classified Bargaining Unit Salary Schedule Range 113, Step 6, 25 hours per week, 12 months per year, DSPS, School of Guidance and Counseling, Irvine Valley College, resignation effective January 20, 2015. Payment is authorized for any compensated time off. (Permanent Start date: July 31, 2007)

I. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the 2014/2015 academic year.

Environment Studies, Advanced Technology and Applied Sciences, Saddleback College

Abanian, Nikita	Abedi, Arasto	Adam, David
Alexander-Robitaille, Lisa	Alonso, Maria	Alsmadi, Inman
Alvarado, Katherine	Alvarez, Norma	Amell, Ryan
Anderson, Forrest	Anter, Shannon	Atiyeh, Laith
Atiyeh, Hanna	Ayres, Austin	Babbitt, Brennan
Barnard, Ryan	Bartlow, Holly	Barton, Jack
Baxter, Ashley	Bellamo, Cassandra	Best, Brittany
Biggs, Chandler	Bosworth, Christian	Bourne, Maxwell
Brandon, Barbara	Briley, Tim	Brouillette-Janes, Khrystl
Brown, Rachelle	Cabrera, Andrew	Campbell, Chase
Carrillo, Sarah	Carroll, Alec	Carroll, Elliot
Castellon, Michelle	Cisneros, Nick	Cleveland, Nic
Cogswell, Jessica	Coleman, Haily	Concepcion, Elisa
Cook, Trevor	Crisostomo, Jesus	Cusato, Tony
Csimma, Jeremy	D'Amico, Derrick	DaSilva, Evan
Davidson, Madison	DeLaTorre, Mark	DeHope, Brandan
Deehan, Emma	Delarosa, Nikole Mae	Dereschuk, Alexi
Devilla, Jon Triston	Dion, Cassidy	Dodds, Jennifer
Ellis, Ariyon	Elnefeidi, Ahmed	Elnefeidi, Moumin
Enriquez, Danielle	Evans, Mark	Fard, Franchesca
Fernandez, Ryan	Fotowat, Shahin	Garant, Lanae
Garcia, Karen	Gibbs, Haley	Gille, Amanda
Gonzales, German	Grandbouche, Joshua	Grijalva, Gabriel
Guevara, Kelly	Gutierrez, Reuven	Hagy, Jessica
Harvey, Jilian	Hasal, Nathaniel	Hayes, Joshua
Henie, Melissa	Henry, Matthew	Hoey, Tim

I. VOLUNTEERS - Continued

1. The following individuals are to be approved as Volunteers for the 2014/2015 academic year.

Environment Studies, Advanced Technology and Applied Sciences, Saddleback College

Hull, Justin	Ikalowych, Rachel	Jackson, Daniel
Jessee, Tyler	Johnson, Kelsey	Jones, Calvin
King-Allen, Jordan	Kwiatkowski, Leslie	Lavering, Dean
Le, Timothy	Leonard, Rita	Lowe, Christina
Lowery, Ryan	Luna, Angela	Mack, David
Mack, Tony	Madory, Andrew	Maka, Brian
Malik, Ahmed	Mang, Alec	Marcaccio, Nick
Marquina, Valeria	Mariahazy, Max	Martin, Brianna
Mata, James	McEntire, Shelby	McEven, Clayton
Momand, Lemar	Moore, Josh	Morgan, Bryan
Murphy-Fahlgren, Thorin	Nicolopoulos, John	Osmanzada, Kamal
Parsadayan, Andrew	Pearlman, Ryan	Pignone, Nick
Pintar, Eric	Poole, Travis	Querry, Cole
Ragone, Danny	Ramirez, Taylor	Reed, Lauren
Reinhardt, Cole	Reyes, Diana	Reynaga, Nicholas
Rojas, Coral	Rosenberg, Cathy	Rothwell, Rochelle
Ruiz, Adeline	Runels, Jackson	Ruvalcaba, Jessica
Salvatierra, Mireya	Sanchez, Marco	Santala, Nicholas
Santiago, Cristina	Savage, Kristina	Segura, Genevieve
Sikorski, Jason	Singh, Gauravdeep	Smith, Alexis
Sotelo, Jonathan	Spencer, Cassle	Spencer, Hannah
Spiering, Zachery	Stafford, Corey	Stockdale, Geneva
Stonehouse, Sarah	Strauss, Spencer	Sweet, Sara
Tamayo, Andrew	Tate, Patrick	Tetreault, Kathryne
Vesely, Connor	Villafuerte, Sen	Vu, Peter
Walderman, David	Walthall, Hayley	Wasserman, Carly
Watson, Peter	Weaver, Alyson	Weissenberger, Lea
Wilson, Holly	Wollmann, Hayden	Wyman, Danielle
Yaganeh, Layla	Zavala, Erica	

Advanced Technology and Applied Sciences, Saddleback College

Kelly, Jordan

Business Science/Vocational Education/Economic Dev., Saddleback College

Bond, Kurt

Community Education, Emeritus and K-12 Partnership Saddleback College

Kohl, Kelly Quinn, Laura

Guidance and Counseling Irvine Valley College

Voss, Cindy

Humanities and Languages, Irvine Valley College

Kimura, Kazuko Okazaki, Narumi

I. VOLUNTEERS - Continued

1. The following individuals are to be approved as Volunteers for the 2014/2015 academic year.

Kinesiology, Health and Athletics, Irvine Valley College

Kim, Edward Lafond, James Lasezkay, John
Mahle, Curt

Kinesiology and Athletics, Saddleback College

Mosby, Charles

Liberal Arts, Irvine Valley College

Dorri, Ali Tamariz, Santiago Zuhuruddin, Khaja

Library Services, Irvine Valley College

Almarri, Mashael Castro, Claudia

Life Sciences, Irvine Valley College

Fountain, Katie Hale, Amanda Lockman, Rachel

ATTACHMENT 1

South Orange County Community College District

**PROGRAM RESEARCH ANALYST (STUDENT SUCCESS), CATEGORICAL FUNDED – JC #,
Classified Bargaining Unit Salary Schedule Range 138**

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under direction of assigned College President, District Director or designee, plans, conducts, and presents research and analysis of institutional data related to the development and assessment of College programs, services, activities, and enrollment patterns; and provides a variety of complex decision and planning support to assigned Administrator.

DISTINGUISHING CHARACTERISTICS

This class is distinguished from similar classifications in that the position assigned to this class is categorically funded, not financed by District funds. This is an experienced, journey level classification requiring education and experience performing complex research and statistical analysis.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Assist the Administrator in implementation of program or administrative unit reviews, institutional planning activities, accreditation processes, research studies and decision-making processes related to student success, support programs, and institutional effectiveness.
2. Coordinate procedures to ensure quality and integrity of data used for tracking, measurement, and planning purposes; validation and analysis of data submitted for required federal and state reporting; provide research support including data acquisition and analysis for enrollment management and planning.
3. Participate in activities designed to review and assess institutional effectiveness (Program Reviews;; develop and create surveys applicable to subject or activity under review at the District; ; plan and implement survey schedules; collect, input, and process data from surveys; provide research and technical assistance to programs or units for the analysis, interpretation, and presentation of data in their final reports.
4. Participate in the analysis, report preparation, and dissemination of information/results related to statistical, demographic, and empirical studies; consult with administrators regarding research needs, current studies, results of research, and related matters; edit and review statistical information for accuracy and conformity to standards.
5. Develop and implement effective and sound survey instruments as determined by the administration, faculty, or staff for both required and investigative data trends analysis; collect and process data; analyze data and present results in comprehensive reports; assist leadership to access student demographic data as well as with data analysis for additional planning purposes.

South Orange County Community College District
Page 2 – Program Research Analyst (Student Success), Categorical Funded

6. Participate in the completion of a variety of state and federal reports and external surveys; write or provide technical and editorial assistance in the writing and publishing of special reports and publications; complete surveys as requested/required by external private or public agencies.
7. Provide the necessary research support to existing grants as required; provide research support for grant applications.
8. Coordinate with District Information Technology and other research and planning staff for the development and implementation of an accurate, effective and useful District information management system.
9. Coordinate with leadership for a District or College research agenda; edit and review statistical information for accuracy and conformity to standards; assist leadership with other specific research requirements including those for accreditation.
10. Operate computer and peripheral equipment including the technical aspects of current spreadsheet and database management software; utilize query programs to access mainframe data; download and transfer data as required for various projects.
11. Create, design, and maintain assigned office website; publish latest research information on site.
12. Maintain communication with various external research and planning agencies to ensure the College and District remains current with the latest trends in research and data acquisition for the community college system.
13. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Standard statistical procedures and research methods including those related to sampling, projections, significance, and distributions.

Principles and practices used in the development and implementation of survey instruments and techniques.

Data collection and coding methods.

Office procedures, methods, and equipment including operating characteristics of personal and mainframe computers, peripherals, and a variety of software applications including statistical, word processing, advanced spreadsheet, and database management applications.

Principles and procedures of complex data management and reporting.

Principles and practices of fiscal, statistical, and administrative report preparation.

Principles of business letter writing.

Oral and written communication skills.

Principles, practices, and procedures of record keeping.

Principles and practices used to establish and maintain files and information retrieval systems.

Work organization principles and practices.

English usage, grammar, spelling, punctuation, and vocabulary.

Methods and techniques used in public relations.

South Orange County Community College District
Page 3 – Program Research Analyst (Student Success), Categorical Funded

Ability to:

Perform statistical research and analysis work of a specialized nature involving the use of independent judgment and personal initiative.

Analyze current and historical statistical data and develop sound, logical conclusions and recommendations.

Assist in planning, organizing, and directing complex projects requiring multiple tasks and input from a variety of sources.

Develop and implement a comprehensive research design and methods with specific timelines.

Access, download, consolidate, and analyze data from District information systems.

Compile data and prepare and present administrative, analytical, and technical reports and recommendations.

Understand the organization and operation of the assigned program area as necessary to assume assigned responsibilities.

Understand, interpret, and apply administrative and office policies and procedures as well as pertinent laws, regulations, and ordinances.

Plan and organize work to meet schedules and changing deadlines.

Operate office equipment including personal and mainframe computers, peripherals, and supporting applications including advanced spreadsheet and database management systems used in data analysis, maintenance, and report preparation.

Utilize sophisticated survey development and data processing equipment and software.

Develop and implement online survey tools.

Adapt to changing technologies and learn functionality of new equipment and systems.

Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.

Work well in team situations and collaborate effectively with diverse groups of people.

Work with and exhibit sensitivity to and understanding of the varied racial, ethnic, cultural, sexual orientation, academic, socio-economic, and disabled populations of community college students.

Communicate clearly and concisely, both orally and in writing.

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

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/Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in business administration, economics, sociology, statistics, or a related field. A Master's degree is desirable.

Experience:

Two years of increasingly responsible experience in the collection, analysis, reporting, and presentation of research data.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

South Orange County Community College District
Page 4 – Program Research Analyst (Student Success), Categorical Funded

Environment:

Work is performed primarily in a standard office setting. Duties are typically performed at a desk or computer terminal; subject to noise from office equipment operation; frequent interruptions and contact in person and on the telephone with staff and others. At least minimal environmental controls are in place to assure health and comfort.

Physical:

Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision:

See in the normal visual range with or without correction.

Hearing:

Hear in the normal audio range with or without correction.

Created by Forsberg Consulting Services, January, 2015

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Annual Report on First Year Probationary Faculty
Recommended for Continuation of Tenure-Track Status

ACTION: Approval

BACKGROUND

Tenure is regulated by Education Code Section 87600 et seq. A contract faculty member normally serves under three probationary contracts. An employee is employed under a first probationary contract for one year (Education Code Section 87608), under a second probationary contract for one year (Education Code Section 87608.5), and under a third probationary contract for two years (Education Code Section 87609). The Education Code requires the District, before March 15th of the year the contract ends, to take one of two actions. The District may notify the employee before March 15th that it will not enter into a contract for the following academic year(s); or, it may notify the employee that he or she will be employed as a regular employee for the next academic year.

STATUS

The thirty-two (32) employees listed in Exhibit A have satisfactorily completed their first year as tenure-track faculty members and are recommended for a one-year contract renewal.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve a second one-year contract for the full-time faculty members listed in Exhibit A.

Item Submitted by: *David P. Bugay, Ph.D., Vice Chancellor, Human Resources & Employer/Employee Relations*

South Orange County Community College District
Annual Report on First Year Probationary Faculty

The following probationary faculty members have satisfactorily completed their first year as tenure-track employees and are recommended for a one-year contract renewal:

<u>Name</u>	<u>Discipline</u>	<u>College</u>
Shannon Alfaro	Computer Science	SC
Ann Marie Breslin	Learning Disability Spec./DSPS Counselor	SC
Carlo Chan	Mathematics	IVC
Joshua Danufsky	Mathematics	IVC
Keith Donovan	Chemistry	IVC
Meredith Dorner	Biology	IVC
Keith Gamache	Sign Language	IVC
Christina Ghanbarpour	History	SC
Cindy Gross	Nursing	SC
Catherine Hayter	English Composition	SC
Kenn Huber	Mathematics	IVC
Rebecca Kaminsky	English (Basic Skills)	IVC
Justin Komine	Physics	IVC
Melissa Knoll	English (Basic Skills)	IVC
Celina Lee	Librarian (Instructional)	IVC
Amy McWhorter	Biology (Anatomy)	IVC
Benjamin Mis	Psychology	IVC
Zahra Noroozi	Engineering	IVC
Sean Osborn	Human Services	SC
Sean Pheasant	Chemistry	IVC
Brenda Plascencia-Carrizosa	Child Development	SC
Emily Quinlan	Business Law	SC
Efren Rangel	Counseling (Generalist)	SC
Amanda Romero	Counselor (CTE)	IVC
John Russo	Entrepreneurship/Management	IVC
Brockton Schermerhorn	Real Estate	SC
Carolyn Seaman	Librarian (Instructional)	SC
Bennet Tchaikovsky	Accounting	IVC
Jacob Tracy	Mathematics	SC
Erica Vogel	Anthropology	SC
Jake Williams	English Composition	SC
Mindi Wolf	DSPS Counselor	IVC

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Annual Report on Second Year Probationary Faculty Recommended for Continuation of Tenure-Track Status

ACTION: Approval

BACKGROUND

Tenure is regulated by Education Code Section 87600 et seq. A contract faculty member normally serves under three probationary contracts. An employee is employed under a first probationary contract for one year (Education Code Section 87608), under a second probationary contract for one year (Education Code Section 87608.5), and under a third probationary contract for two years (Education Code Section 87609). The Education Code requires the District, before March 15th of the year the contract ends, to take one of two actions. The District may notify the employee before March 15th that it will not enter into a contract for the following academic year(s); or, it may notify the employee that he or she will be employed as a regular employee for the next two academic years.

STATUS

The seventeen (17) employees listed in Exhibit A have satisfactorily completed their second year as tenure-track faculty members and are recommended for a two-year contract renewal.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve a contract for a term of two years, for the full-time faculty members listed on Exhibit A.

Item Submitted by: *David P. Bugay, Ph.D., Vice Chancellor, Human Resources & Employer/Employee Relations*

South Orange County Community College District
Annual Report on Second Year Probationary Faculty

The following probationary faculty members have satisfactorily completed their second year as tenure-track employees and are recommended for a two-year contract renewal:

<u>Name</u>	<u>Discipline</u>	<u>College</u>
Jodi Caggiano	Nursing	SC
Scott Fredrickson	Business/Entrepreneurship	SC
Julianna French	Communications Studies/Forensics	IVC
Carrie Goulding	English Composition	SC
Edgar Haley	Mathematics	SC
Jason Hole	Mathematics	SC
Carolina Kussoy	Computer Information Management	IVC
Anne Lawson	Nursing	SC
Christina Loeffler	Anthropology	IVC
Serena McClaine	Nursing	SC
J. Ryan McKeachie	Chemistry	SC
Brett Myhren	English Composition	SC
Shawn O'Rourke	Speech/Forensics	SC
Erin O'Shea	Art (2D/Design/Drawing)	SC
Bruno Passarelli	Biology	SC
Vincent Pollizzi	Automotive Technology	SC
Lindsay Steinriede	Kinesiology	SC

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Annual Report on Fourth Year Probationary Faculty Recommended for Tenure

ACTION: Approval

BACKGROUND

Tenure is regulated by Education Code Section 87600 et seq. A contract faculty member normally serves under three probationary contracts. An employee is employed under his or her first probationary contract for one year (Education Code Section 87608), under his or her second probationary contract for one year (Education Code Section 87608.5), and under his or her third probationary contract for two years (Education Code Section 87609). The Education Code requires the District, before March 15th of the year the contract ends, to take one of two actions. The District may notify the employee prior to March 15th that it will not enter into a contract for the following academic year(s); or, it may notify the employee that he or she will be employed as a regular employee for all subsequent academic years.

STATUS

Exhibit A lists those employees who have satisfactorily completed the four-year tenure process. These twenty-one (21) full-time faculty members are recommended for tenure to be effective on the first day of service of their fifth year.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve for tenure the full-time faculty members listed in Exhibit A, effective the first day of service of their fifth year.

Item Submitted by: *David P. Bugay, Ph.D., Vice Chancellor, Human Resources & Employer/Employee Relations*

South Orange County Community College District
Annual Report on Fourth Year Probationary Faculty

The following probationary faculty members have satisfactorily completed their fourth year as tenure-track employees and are recommended for tenure to be effective on the first day of service of their fifth year:

<u>Name</u>	<u>Discipline</u>	<u>College</u>
Brittany Adams	History	IVC
Teresa Bear	Chemistry	SC
Christina Bowles	Nursing	SC
Cheryl Delson	Library (Instruction)	IVC
Ryan Even	Photography	SC
Kirill Gliadovsky	Music	SC
M. Scott Grabau	Theatre Arts	IVC
Lawrence Grihalva	Emergency Medical Tech.	SC
Rebecca Groff	Counselor	IVC
Anthony Lin	Library	IVC
Chan Loke	Computer Science	IVC
Safiah Mamoon	Health Information Technology	SC
Maria Mayenzet	Screen Acting & Video Production	SC
Patricia McGinley	Nursing	SC
Jedrek Mularski	World History	SC
Lucas Ochoa	Speech	SC
Joel Sheldon	Mathematics (Math Tutoring Center)	IVC
Alec Sim	Physics	IVC
Penelope Skaff	Matriculation & Counseling	SC
Deanna Valdez	Mathematics	SC
Kolin Williams	Counseling (Veterans & Generalist)	SC

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>
02/11/15 7:30pm	TAS 216	Lem Chin	ARCH 122/Arch Practice	Anders Lasater	Modern Houses
02/18/15 6:00pm	TAS 216	Lem Chin	ARCH 136/Basic Arch Design	Mike Reynolds	Modern Houses
03/11/15 7:30pm	TAS 216	Lem Chin	ARCH 122/Arch Practice	Serafin Marinan	Multi-rise Housing
03/18/15 6:00pm	TAS 216	Lem Chin	ARCH 136/Basic Arch Design	Rick Finkel	Commercial Arch.
04/8/15 7:30pm	TAS 216	Lem Chin	ARCH 122/Arch Practice	Robert Kraft	Arch. School
04/18/15 6:00pm	TAS 216	Lem Chin	ARCH 136/Basic Arch Design	Catherine Herbst	Woodbury Univ.
04/22/15 7:30pm	TAS 216	Lem Chin	ARCH 122/Arch Practice	Karl Cameron	New School of Architecture
04/29/15 6:00pm	TAS 216	Lem Chin	ARCH 136/Basic Arch Design	Horst Noppenberger	Modern Houses

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>
02/03/2015 7:00-9:50pm	PE 230	Antonia Castro-Graham	SRM 190	Christy Kindig	Multi-Family and Energy Program
02/10/2015 7:00-9:50pm	PE 230	Antonia Castro-Graham	SRM 190	Meredith Reynolds	Irvine Environmental Program
02/19/2015 7:00-9:50pm	PE 230	Antonia Castro-Graham	SRM 190	Trevor Blythe	Multi-Family Recycling and Green Business Initiatives
03/09/2015 9:30-10:45am	A 204	Melanie Haeri	RD 370	Dr. Victoria Heinsen	The IVIC, Collaboration and Contextualization
03/09/2015 2:00-3:00pm	PAC 111	Linda Moran	TA – 27	Dr. Victoria Heinsen	The IVIC, Collaboration and Contextualization

03/11/2015 9:30—10:45am	A204	Melanie Haeri	RD 370	Dr. Victoria Heinsen	The IVIC, Collaboration and Contextualization
03/11/2015 2:00-3:00pm	PAC 111	Linda Moran	TA – 27	Dr. Victoria Heinsen	The IVIC, Collaboration and Contextualization

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Annual Report on Third Year Probationary Faculty
Continuation of Tenure-Track

ACTION: Information

BACKGROUND

Tenure is regulated by Education Code Section 87600 et seq. A contract faculty member normally serves under three probationary contracts. An employee is employed under a first probationary contract for one year (Education Code Section 87608), under a second probationary contract for one year (Education Code Section 87608.5), and under a third probationary contract for two years (Education Code Section 87609). The Education Code requires the District, before March 15th of the year the contract ends, to take one of two actions. The District may notify the employee before March 15th that it will not enter into a contract for the following academic year(s); or, it may notify the employee that he or she will be employed as a regular employee for subsequent academic years.

STATUS

For informational purposes, Exhibit A lists thirty-one (31) full-time employees who have satisfactorily completed the first year of a two-year contract as tenure-track faculty members. The two-year contract was previously approved by the Board on February 24, 2014.

Item Submitted by: *David P. Bugay, Ph.D., Vice Chancellor, Human Resources & Employer/Employee Relations*

South Orange County Community College District
Annual Report on Third Year Probationary Faculty

The following probationary faculty members have satisfactorily completed the first year of a two-year contract previously approved by the Board on February 24, 2014, completing a total of three years as tenure-track faculty members:

<u>Name</u>	<u>Discipline</u>	<u>College</u>
Ariel Alexander	Music	SC
Arthur Ambrose	Chemistry	IVC
Rebecca Beck	English as a Second Language	IVC
Jack Beckham	English Composition	SC
Patricia Beckmann	Digital Media Art (Video)	IVC
Donald Bowman	Accounting Instructor	SC
Todd Brei	Physics	SC
Deidre Cavazzi	Dance	SC
Sarah Chang	Counselor	SC
Kathryn Damm	Psychology	SC
Stevie Daniels	English as a Second Language	SC
David Dixon	Physics	SC
Michelle Duffy	Reading	SC
Michael Engels	Counselor	SC
Monica Friedrich	Biology	SC
Joseph Gerges	Art (Drawing & Prints)	IVC
Esther Gravis	Nursing	SC
Judy Henmi	Counselor DSP&S	IVC
Georgios Kouritas	Music (Instrumental)	SC
Kenneth Lee	Horticulture	SC
William McGuire	Theatre Arts	SC
Bouchra Nadeau	International Languages (French)	SC
Orlantha Nin	Transfer Center Coordinator/Counselor	SC
Shellie Ochi	English Composition	SC
Anca Popescu	French	IVC
James Quigley	Mathematics	SC
John Reese	Art (Printmaking/Drawing)	SC
Kiarash Shafe	Mathematics	SC
Virginia Shank	English Composition	IVC
Jeff Vogel	Reading	SC
Lydia Welhan	Librarian	SC

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 January 31, 2015, total estimated Basic Aid receipts are \$565.4M and total approved projects are \$550.6M. The balance of \$14.8M includes the reserve of \$8.3M and unallocated funds of \$6.5M.

It should be noted that some of the approved projects are for state funded project match. Although approved, these funds will not be needed until the projects are approved by the State for funding.

Changes from the January, 2015 report include the transfer of \$1,985,202 remaining balance of six projects to unallocated Basic Aid funds. The majority of this balance was from funds set aside for the completion of the SC Library Remodel which were not needed upon final settlement of the project.

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
February 23, 2015**

Project Description	Approved Amount	1999/10 Actual	2010/11 Actual	2011/12 Actual	2012/13 Actual	2013/14 Actual	Balance Remaining for 2014/15
CLOSED PROJECTS							
<i>IVC Repair Exteriors A100, A200, A300, A400, B100 (2010)</i>	398,664		215,836	34,022	57,439	91,367	-
<i>IVC Replace Main Water Valves (2010)</i>	272,904	6,035	76,957	97,311	17,485	75,117	-
<i>IVC Replace Natural Gas Piping A&B Quads (2010)</i>	230,000	3,088	41,368		78,605	74,349	32,590
<i>SC Pool Deck Replacement (2010)</i>	1,495,722	23	1,276,844	189,784	8,121	20,950	-
<i>SC Roof Replace Tech & Applied Science, Village Bldg 3-8 (2010)</i>	1,471,608	166,833	851,935	337,751	63,860	51,229	-
CLOSED PROJECTS TOTAL	175,266,850	163,583,459	6,457,572	4,477,685	402,531	313,013	32,590
CAPITAL PROJECTS							
Campus Appearance Improvement IVC & SC (2009)	1,000,000	594,149	144,365	738	140,555	29,330	90,863
ATEP Building Demolition (2007)	13,700,000	73,885	1,439,404	781,124	109,025	1,744,947	9,551,614
ATEP First Building Phase 3A (2011)	21,450,000					761	21,449,239
ATEP Operating Budget* (2006)	12,706,616	8,599,864	1,798,762	507,119	564,290	579,960	656,621
ATEP Site Development (2012)	340,436			31,948	98,851	209,637	-
ATEP Site Development (2013)	6,000,000				693,427	681,207	4,625,365
ATEP Site Development Negotiations (2008)	4,265,883	2,572,209	618,846	322,921	652,433	99,475	-
ATEP Staffing, Equipment, Program Development (2007)	891,611	191,974	346,066	291,119	7,785	14,204	40,463
IVC A200 Success Center (2014)	505,005						505,005
IVC A400 Bldg Remodel (2011)	13,013,000			28,153	608,333	953,102	11,423,412
IVC ATEP Swing Space (2014)	-						-
IVC B200 Classroom Wing & Labs (2015)	400,000						400,000
IVC B400 Labs and Entrance Controls (2015)	410,000						410,000
IVC Defects Performing Arts Center (2014)	1,400,000					2,611	1,397,389
IVC Design and Install Entrance from Barranca (2003)	2,850,000	51,526	45,644	143,803	25,074	67,052	2,516,900
IVC Fine Arts Building (2008) - State Delay, Future Project request	856,278	61,278					795,000
IVC Life Sciences Project (2004)	13,490,000	875,136	448,231	(1,169,892)	693,544	2,416,169	10,226,813
IVC New Parking Lot (2013)	3,010,000						3,010,000
IVC Performing Arts Center Waterproofing (2013)	470,000						470,000
IVC SSC HVAC System (2010)	800,000	1,346	19,668	732	12,124	635,534	130,597
IVC Upgrade Exterior & Entries to B300 (2013)	680,000						680,000
SC Athletic Stadium (2015)	950,000						950,000
<i>SC Building Repairs - Library Remodel (2003)</i>	<i>7,869,899</i>	<i>589,404</i>	<i>745,863</i>	<i>1,817,215</i>	<i>(630,004)</i>	<i>4,864,713</i>	<i>482,708</i>
SC Building Repairs - LRC Comm Arts Renovation (2013)	2,622,000			-	12,320	14,990	2,594,689
SC Building Repairs - ATAS Building (2003)	17,435,313	153,424	13,800	94,380	167,292	405,643	16,600,774
SC Building Repairs - ATAS Swing Space Renov (2013)	10,249,687				124,917	519,146	9,605,624
SC Central Plant/CoGen Upgrade (2015)	750,000						750,000
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 Renovation (2013)	4,950,000				2,754	76,091	4,871,155
SC Fire Alarm System (2015)	500,000						500,000
SC Golf Driving Range Net Replacement (2005)	300,000	101,800	4,950	19,300	42,520		131,430
SC Health Sciences/DS Waterproofing (2013)	1,000,000					5,209	994,791
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	29,595	258,563	1,840,003	295,740	7,324,533	57,609,911
SC Site Improvements (2008)	12,580,000	5,740	212,701	-	1,464	107,278	12,252,816
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	735,795
CAPITAL PROJECTS TOTAL	230,644,074	13,901,329	6,096,863	4,708,663	3,633,156	20,755,087	181,548,976

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
February 23, 2015**

Project Description	Approved Amount	1999/10 Actual	2010/11 Actual	2011/12 Actual	2012/13 Actual	2013/14 Actual	Balance Remaining for 2014/15
SCHEDULED MAINTENANCE							
IVC Library Exterior (2013)	275,000					1,830	273,171
IVC Lighting & Walkways (2013)	795,055					332,278	462,777
IVC SM B100 Roof & HVAC (2015)	493,350						493,350
IVC Sports Facilities (2012)	342,600				702	43,312	298,586
SC 12KV Elec Distr Repair (2014)	200,000						200,000
SC Central Plant (2013)	750,000				61,780	23,875	664,345
SC Energy Management System (2012)	657,400			323,678	333,722		-
SC HVAC PE 100 (2014)	800,000						800,000
SC PE 200 Bleacher Repairs (2014)	725,000						725,000
SC PE Complex (2013)	500,000						500,000
SCHEDULED MAINTENANCE PROJECTS TOTAL	5,538,405	-	-	323,678	396,204	401,295	4,417,228
IT PROJECTS							
Campus Desktop Refresh (2013)	4,249,334				648,198	843,987	2,757,148
SOCCCD Automate Electronic Transcript Receiving (2015)	453,600						453,600
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		148,000
SOCCCD Class Schedule Upgrade & Recommendation (2015)	735,000						735,000
SOCCCD Degree Audit/MAP Upgrade (2013)	1,332,640				230,118	396,373	706,149
SOCCCD Document Management Solution (2011)	659,202			622,823	18,731		17,648
SOCCCD District-wide Automatic Email Archive (2015)	165,000						165,000
SOCCCD District-wide Hardware Refresh (2014)	505,000					484,919	20,081
SOCCCD District-wide Network Security (2015)	369,895						369,895
SOCCCD District-wide Server/Storage Maintenance (2015)	950,000						950,000
SOCCCD End-of-Life Core Network/Tech Refresh (2013)	6,984,658				446,032	3,496,228	3,042,398
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)	11,500,000			16,131	150,433	1,971,236	9,362,199
SOCCCD Intl and Student Scholar Mgmt (2014)	54,500						54,500
HRIS Data Migration	20,000				15,000		5,000
IT Governance - TeamDymanixHE Software	50,000				14,400		35,600
TracDat Integration with SharePoint	36,000				35,964		37
DW Infrastructure Inventory System	75,000						75,000
MySite Help System	20,000				420	5,946	13,635
Unified Communications System	50,000				28,928		21,072
IT Contingency	361,855				31,800	32,800	297,255
SOCCCD IT Basic Aid Projects (2013)	612,855			-	126,511	38,746	447,599
SOCCCD IT Projects SC/IVC/ATEP Instruct & Student Svc (2010)	8,744,770	2,906,089	2,665,868	1,745,944	888,629	136,099	402,141
SOCCCD Master Calendar Integration (2014)	300,000					58,500	241,500
SOCCCD Matriculation SEP System (2013)	100,000				332		99,668
SOCCCD MySite Message Customization (2014)	150,000						150,000
SOCCCD MySite Security (2014)	302,000					47,280	254,720
SOCCCD New Library System (2014)	100,000					21,909	78,091
SOCCCD Online Catalog (2014)	125,000						125,000
SOCCCD Predictive Analytics (2013)	250,000				54,052		195,948
SOCCCD Student Conduct & Incident Reporting (2015)	13,060						13,060
SOCCCD Student Info Sys AR Enhancement/Electronic Refunds (2015)	600,000						600,000
SOCCCD Student Information System Enhancement (2013-2015)	4,512,000				1,047,013	1,720,024	1,744,963
SOCCCD Student Information System Upgrade-Phase I/Phase II (2006)	14,102,260	14,031,285	4,250	22,466	1,350	6,531	36,378

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
February 23, 2015**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/10 Actual</i>	<i>2010/11 Actual</i>	<i>2011/12 Actual</i>	<i>2012/13 Actual</i>	<i>2013/14 Actual</i>	<i>Balance Remaining for 2014/15</i>
SOCCCD Student Success Dashboard (2014)	550,000					52,324	497,676
SOCCCD Support Multiple Prerequisites (2015)	302,400						302,400
SOCCCD Technology Needs 2007/08 (2008)	8,036,477	6,680,995	923,579	392,177	28,547	2,020	9,159
SOCCCD Virtual Desktop (2014)	50,000					13,050	36,950
SOCCCD Waitlist Modification (2014)	250,000					249,920	81
SOCCCD Wireless Coverage Expansion (2015)	738,000						738,000
IT PROJECTS TOTAL	68,863,251	23,618,369	3,593,697	2,799,541	3,976,974	9,718,309	25,156,361
OTHER ALLOCATIONS							
IVC Debt Retirement - Energy Loans (2014)	2,316,647					2,316,647	-
SOCCCD Design/Build Specialty Consultant (2013)	525,000			13,300	91,725		419,975
SOCCCD Dist Union Offices (2014)	100,000						100,000
SOCCCD District-wide Mapping (2015)	400,000						400,000
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)	350,000					145,830	204,170
SOCCCD DSA Project Close Out (2013)	340,000				12,256	14,334	313,409
SOCCCD Facilities Software System (2013)	1,129,000				309,248	65,550	754,202
SOCCCD FPP, IPP, 5 Year Plans (2013)	210,000					3,040	206,960
SOCCCD Insurance Deductibles (2014)	200,000					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)	585,000	149,494		117,900	100,578	110,074	106,953
SOCCCD Legal Counsel Facility Related Issues (2013)	900,000				35,073	2,804	862,123
SOCCCD Pre-Planning and Investigation (2015)	200,000						200,000
SOCCCD Trustee Election/General Election Expense (2004 - present)	2,598,988	981,697	417,291	-	354,083	-	845,917
SOCCCD Retiree Benefits (2001 - present)	60,027,683	27,417,938	8,000,000	2,600,000	18,489,745	3,520,000	-
OTHER ALLOCATIONS TOTAL	70,307,318	28,549,129	8,417,291	2,731,200	19,401,240	6,287,545	4,920,913
BASIC AID PROJECT TOTALS	550,619,898	229,652,287	24,565,423	15,040,767	27,810,106	37,475,247	216,076,068

Commitments	349,516,741	41,176,493	(9,951,045)	70,406,108	54,193,413	45,278,188
Cumulative Commitments	349,516,741	390,693,234	380,742,189	451,148,297	505,341,710	550,619,898
Receipts	355,217,605	38,737,963	39,301,044	46,888,399	43,788,270	41,457,317
Cumulative Receipts	355,217,605	393,955,568	433,256,612	480,145,011	523,933,281	565,390,598
Cumulative Expenses	229,652,287	254,217,711	269,258,477	297,068,583	334,543,830	550,619,898
Uncommitted Basic Aid Funds	125,565,318	139,737,857	163,998,135	183,076,428	189,389,451	14,770,700

<i>Change from January 2015 Report:</i>	<i>Approved Amount</i>					<i>Commitment Change</i>
IVC Repair Exteriors A100, A200, A300, A400, B100 (2010)	(1,336)					(1,336)
IVC Replace Main Water Valves (2010)	(2,095)					(2,095)
IVC Replace Natural Gas Piping A&B Quads (2010)	-					-
SC Building Repairs - Library Remodel (2003)	(1,949,101)					(1,949,101)
SC Pool Deck Replacement (2010)	(4,278)					(4,278)
SC Roof Replace Tech & Applied Science, Village Bldg 3-8 (2010)	(28,392)					(28,392)
Total Change from January 2015 Report	(1,985,202)	-	-	-	-	(1,985,202)

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
February 23, 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: *Structural installation underway.* Temporary chillers removed and campus supplied by new permanent equipment.

In Progress: Retaining wall installation continues. Bridge abutment construction continues with two abutments completed. The Furniture, Fixture & Equipment (FF&E) committee is reviewing furniture options. Spoils dirt from the site is continuing to be exported off-hours to limit disruption to the campus. *Finalize building structure.*

Recently Completed: *Structural building steel is complete. Underground utilities foundation and building slab at the observatory is complete. Observatory grub and grading is complete.*

Focus: *Structural steel placement for the pedestrian connector bridges to the campus is underway. Masonry wall construction at the observatory is underway.*

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	\$1,883,000	\$13,580,000

State Match:	-	-	-
Basic Aid Allocation:	\$3,442,000	\$10,138,000	\$13,580,000

Budget Narrative: Budget reflects Board agenda action on 3/24/08. 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.

Status: Project is on hold while college considers approach to address scope over budget. Awaiting recommendation for moving forward.

In Progress: Project is on hold while college considers approach for moving forward.

Recently Completed: Presentation of probable cost by Criteria Architect.

Focus: Work with college, stakeholders and Criteria Architect to address the project scope relative to the allowable budget.

Project Start: Phase I-Feb 2010	Scheduled Finish: June 2016
Projected Finish: On Hold	DSA Close Out: On Hold

3. TECHNOLOGY AND APPLIED SCIENCE (TAS) RENOVATION PROJECT

	Original	Revision	Total
Project Budget:	\$8,755,055	\$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.

In Progress: Updating geotech report with information obtained from water break analysis.

Recently Completed: DSA approval.

Focus: Construction start anticipated April 2016 upon completion of the TAS Auto Tech Swing Space project.

Project Start: September 2011	Scheduled Finish: March 2015
Projected Finish: April 2017	DSA Close Out: Pending

4. TECHNOLOGY AND APPLIED SCIENCE (TAS) SWING SPACE PROJECT

	Original	Revision	Total
Project Budget:	\$5,807,000	\$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: DSA approved documents received.

In Progress: Board approved preconstruction services underway. *Finalize Lease/Leaseback Agreement. Agreements for testing and special inspections, construction manager, and DSA inspector for board approval*

Recently Completed: *Selection process for testing lab/special inspections, construction manager and DSA inspector.*

Focus: *Finalize lease/leaseback agreements for project start.*

Project Start: May 2012	Scheduled Finish: December 2014
Projected Finish: January 2016	DSA Close Out: Pending

5. FINE ARTS HVAC UPGRADES AND INTERIOR RENOVATION PROJECT

	Original	Revision	Total
Project Budget:	\$1,000,000	\$3,950,000	\$4,950,000
State Match:	-	-	-
Basic Aid Allocation:	\$1,000,000	\$3,950,000	\$4,950,000

Budget Narrative: Budget reflects Board agenda action on 5/21/2012 and 6/17/13. On May 21, 2012, the Board approved \$1,000,000 to fund the original project budget. On June 17, 2013, the Board approved additional funding of \$3,950,000.

Status: *Preconstruction services underway.*

In Progress: Architect responding to DSA comments. Preconstruction services including constructability reviews, estimate reconciliation, and schedule update.

Recently Completed: DSA review comment received.

Focus: Facilitate DSA review and response to obtain DSA approval. Agreement negotiation.

Project Start: July 2012	Scheduled Finish: September 2015
Projected Finish: September 2015	DSA Close Out: Pending

6. ATHLETICS STADIUM PROJECT

	Original	Revision	Total
Project Budget:	\$18,800,000	-	\$18,800,000
State Match:	-	-	-
Basic Aid Allocation:	\$950,000	-	\$950,000
Unallocated Amount:	\$17,850,000		\$17,850,000

Budget Narrative: Budget reflects Board action on 6/23/2014.

Status: Finalizing contract with criteria architect.

In Progress: Scheduling kick-off meeting with criteria architect.

Recently Completed: Selection of Criteria Architect

Focus: Begin project programming.

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	\$1,129,000	\$31,182,000
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: The State will not be including an education facilities bond on the November ballot.

In Progress: The project is awaiting 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 underway. Addressing project delays.*

In Progress: *Casework, finishes and punch list work.*

Recently Completed: *T-Bar suspension system and lighting are completed; slab moisture remediation and flooring are complete; paving patching and parking striping; hardware.*

Focus: *Project completion, punch list and DSA certification.*

Project Start: January 2012	Scheduled Finish: November 2014
Projected Finish: <i>March 2015</i>	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. No enforcement available to obtain project architect response.*

In Progress: Six change orders remain in “Pending” status and must be closed to arrive at DSA close out. Requesting Architect provide all open status items to district to close project using alternate architectural firm. *Project Architect is leaving firm. Has provided addendum information with promise of change orders before exit.*

Recently Completed: *Obtained addendum information which is needed for DSA close out paperwork.*

Focus: Change order close-out. DSA Close-Out Consultant is engaged to work with the architect to complete this effort.

Project Start: October 2003	Scheduled Finish:
Finish: Complete: July 2007	DSA Close Out: Underway

2. LIFE SCIENCES PROJECT

	Original	Revisions	Total
Project Budget:	\$24,861,000	(\$4,371,000)	\$20,490,000
State Match:	\$17,393,000	(\$3,825,000)	\$13,568,000
Basic Aid Allocation:	\$1,113,000	\$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: Mediation meeting held.

In Progress: Finalize mediation resolutions.

Recently Completed: Second mediation meeting.

Focus: *Final mediation and finalize mediation resolutions.*

Project Start: December 2008	Scheduled Finish: July 2012
Projected Finish: February 28, 2014	DSA Close Out: May 8, 2014

3. BARRANCA ENTRANCE

	Original	Revision	Total
Project Budget:	\$2,850,000	-	\$2,850,000
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 are at the City of Irvine for final back-check approval.

In Progress: Legal review and negotiation with the City of Irvine and Southern California Edison for required Easement Deed and Agreements.

Recently Completed: Receipt of easement documents from Southern California Edison Title Group.

Focus: Conclude agency negotiations and prepare documents to bid. Southern California Edison to prepare 3rd and final easement needed for project.

Project Start: March 2010	Scheduled Finish: Summer/Fall 2015
Projected Finish: Early 2016	DSA Close Out: Pending

4. A400 RENOVATION AND EXPANSION PROJECT

	Original	Revision	Total
Project Budget:	\$3,004,051	\$10,008,949	\$13,013,000
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: *Interior and exterior framing partial complete, renovation at turnabout is 95% complete.*

In Progress: Metal stud framing is ongoing including mechanical, electrical and plumbing rough-ins. Exterior site work is in progress at the turnabout in front of A100 bldg.

Recently Completed: Building concrete completed.

Focus: Complete all remaining site work at the turnabout. On-going furniture, fixture and equipment selection.

Project Start: December 2012	Scheduled Finish: May 2015
Projected Finish: July 2015	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	\$1,447,000	\$26,588,000
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: The State will not be including an education facilities bond on the November ballot.

In Progress: The project is waiting funding.

Recently Completed: On Hold.

Focus: On Hold.

Project Start: Pending	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 including the ATEP Building Foundations and Infrastructure Demolition are complete. *Demolition of Land Exchange including infrastructure removal underway.*

In Progress: *Second dormitory building and site demolition work is on-going.*

Recently Completed: *Building remediation is complete. First dormitory building demolished.*

Focus: Adhere to various regulatory requirements specific to ATEP site.

Project Start: September 2010	Scheduled Finish: March 2013
Projected Finish: On-going	DSA Close Out: N/A

2. ATEP - IVC FIRST BUILDING

	Original	Revision	Total
Project Budget:	\$23,000,000	-	\$23,000,000
State Match:	-	-	-
Basic Aid Allocation:	\$12,500,000	8,950,000	\$21,450,000

Budget Narrative: Budget reflects Board action on 2/28/2011 and 6/23/2014. \$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.

Status: Meetings with criteria architect, faculty and staff to develop project criteria *for the project Design-Build Request for Proposal.*

In Progress: *Preparation of criteria for the project Request for Proposal Package.*

Recently Completed: *Selection of three design-build entities to enter the Request for Proposal Phase.*

Focus: Identify components of RFP that require updating and project specific modifications.

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: Irvine Valley College is employing the Maintenance Direct portion of the software modules.

In Progress: Develop contract for infrastructure condition assessment.

Recently Completed: Training with Planning Direct Module and Onuma graphic interface.

Focus: Perform infrastructure condition assessment.

Project Start: July 2012	Scheduled Finish: June 2013
Projected Finish: September 2014	DSA Close Out: N/A

Project updates for active projects may be viewed at:
<http://www.socccd.edu/businessservices/ProjectUpdates.html>.

Definitions:

- Project Start: Month Architect/Consultant(s) are brought on board for design 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.

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 January 31, 2015 (EXHIBIT A). A review of current revenues and expenditures for FY 2014-2015 show they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
General Fund Income and Expenditure Summary
As of January 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:		\$ 44,236,531	44,236,531	44,236,531	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 4,402,878	4,831,782	390,334	8.08%
State Sources	8600-8699	25,690,086	27,853,929	14,358,136	51.55%
Local Sources	8800-8899	195,166,457	195,166,457	124,132,880	63.60%
Other Financing Sources	8900-8912			12,805	
Total Revenue		225,259,421	227,852,168	138,894,155	60.96%
INCOMING TRANSFERS	8980-8989	0	0	0	
TOTAL SOURCES OF FUNDS		<u>\$ 269,495,952</u>	<u>272,088,699</u>	<u>183,130,686</u>	67.31%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 70,886,553	71,658,664	39,136,840	54.62%
Other Staff Salaries	2000-2999	46,086,852	45,779,735	21,385,020	46.71%
Employee Benefits	3000-3999	39,578,000	40,090,301	20,799,278	51.88%
Supplies & Materials	4000-4999	5,637,251	5,777,001	1,788,425	30.96%
Services & Other Operating	5000-5999	23,397,149	24,756,543	10,465,029	42.27%
Capital Outlay	6000-6999	11,856,016	11,988,697	2,135,869	17.82%
Payments to Students	7500-7699	756,776	740,403	246,407	33.28%
Total Expenditures		\$ 198,198,597	200,791,344	95,956,868	47.79%
OTHER FINANCING USES:					
Debt Service	7100-7199	0	0	0	
Inter Fund Transfers Out	7300-7399	\$ 1,197,350	1,197,350	427,915	35.74%
Basic Aid Transfers Out	7300-7399	43,861,973	43,861,973	0	0.00%
Intra Fund Transfers Out	7400-7499	0	0	12,805	0.00%
Total Other Uses		45,059,323	45,059,323	440,720	0.98%
TOTAL USES OF FUNDS		<u>243,257,920</u>	<u>245,850,667</u>	<u>96,397,588</u>	39.21%
ENDING FUND BALANCE		<u>\$ 26,238,032</u>	<u>26,238,032</u>	<u>86,733,098</u>	
RESERVES					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 12,785,498	12,785,498		
Reserve for Economic Uncertainties		11,452,534	11,452,534		
College Reserves for Economic Uncertainties		2,000,000	2,000,000		
TOTAL RESERVES		<u>\$ 26,238,032</u>	<u>26,238,032</u>		

NOTE: As of January 31, 2014 actual revenues to date were **66.12%** and actual expenditures to date were **44.53%** of the revised budget to date.

SADDLEBACK COLLEGE
General Fund Income and Expenditure Summary
As of January 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		\$ 10,154,792	10,154,792	10,154,792	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 86,859,848	86,859,848	53,180,190	61.23%
Restricted Budget Allocation		18,987,615	19,733,248	8,002,637	40.55%
Total Revenue		105,847,463	106,593,096	61,182,827	57.40%
INCOMING TRANSFERS 8980-8989		0	0	0	
TOTAL SOURCES OF FUNDS		\$ 116,002,255	116,747,888	71,337,619	61.10%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries 1000-1999		\$ 45,603,021	45,655,930	24,564,210	53.80%
Other Staff Salaries 2000-2999		24,053,664	23,718,997	10,675,628	45.01%
Employee Benefits 3000-3999		22,371,315	22,647,552	11,617,074	51.30%
Supplies & Materials 4000-4999		3,794,239	3,985,876	1,118,035	28.05%
Services & Other Operating 5000-5999		10,802,761	11,203,852	4,555,356	40.66%
Capital Outlay 6000-6999		7,540,065	7,693,850	1,628,196	21.16%
Payments to Students 7500-7699		487,190	491,831	141,973	28.87%
Total Expenditures		\$ 114,652,255	115,397,888	54,300,472	47.05%
OTHER FINANCING SOURCES/(USES):					
Debt Service 7100-7199		0	0	0	
Transfers Out 7300-7399		\$ 350,000	350,000	250,000	71.43%
Other Transfers 7400-7499		0	0	0	
Total Other Uses		350,000	350,000	250,000	71.43%
TOTAL USES OF FUNDS		115,002,255	115,747,888	54,550,472	47.13%
LOCATION OPERATING BALANCE		\$ 1,000,000	1,000,000	16,787,147	
RESERVES					
Reserve for Economic Uncertainties		\$ 1,000,000	1,000,000		

NOTE: As of January 31, 2014, actual revenues to date were **61.70%** and actual expenditures to date were **49.44%** of the revised budget to date.

IRVINE VALLEY COLLEGE
General Fund Income and Expenditure Summary
As of January 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		4,172,110	4,172,110	4,172,110	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 50,657,293	50,657,293	32,341,154	63.84%
Restricted Budget Allocation		9,005,144	10,832,258	6,020,045	55.58%
Total Revenue		59,662,437	61,489,551	38,361,199	62.39%
INCOMING TRANSFERS 8980-8989		0	0	0	
TOTAL SOURCES OF FUNDS		<u>63,834,547</u>	<u>65,661,661</u>	<u>42,533,309</u>	64.78%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries 1000-1999		23,650,937	24,370,139	13,901,439	57.04%
Other Staff Salaries 2000-2999		13,942,833	13,970,383	6,874,579	49.21%
Employee Benefits 3000-3999		13,012,792	13,248,856	7,040,595	53.14%
Supplies & Materials 4000-4999		1,651,169	1,602,333	626,760	39.12%
Services & Other Operating 5000-5999		5,691,449	6,628,804	2,655,873	40.07%
Capital Outlay 6000-6999		3,968,431	3,945,224	441,067	11.18%
Payments to Students 7500-7699		269,586	248,572	104,434	42.01%
Total Expenditures		62,187,197	64,014,311	31,644,747	49.43%
OTHER FINANCING SOURCES/(USES):					
Debt Service 7100-7199		0	0	0	
Transfers Out 7300-7399		647,350	647,350	177,915	27.48%
Other Transfers 7400-7499		0	0	12,805	
Total Other Uses		647,350	647,350	190,720	29.46%
TOTAL USES OF FUNDS		<u>62,834,547</u>	<u>64,661,661</u>	<u>31,835,467</u>	49.23%
LOCATION OPERATING BALANCE		<u>1,000,000</u>	<u>1,000,000</u>	<u>10,697,842</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>1,000,000</u>	<u>1,000,000</u>		

NOTE: As of January 31, 2014, actual revenues to date were **65.69%** and actual expenditures to date were **52.17%** 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 December 31, 2014, our cash balances were \$272,571,700.52 in the Orange County Investment Pool (OCIP), and the OCIP investment pool is yielding an average of 0.40% compared to prior quarter of 0.41%.

The cash balances for the Local Agency Investment Fund (LAIF) Pooled Investment were \$26,035,364.18, and the LAIF investment pool is yielding an average of 0.25% compared to prior quarter of 0.24%.

Both pools are highly liquid, with overnight wire transfers available upon request.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Retiree (OPEB) Trust Fund
ACTION: Information

BACKGROUND

In April 2008 the SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

STATUS

This report is for the period ending January 31, 2015 (EXHIBIT A). The portfolio is comprised of 50.2% Fixed Funds (Bonds) and 49.8% Common Stocks (Domestic and International). The portfolio's performance decreased 0.04% in the month of January 31, 2015, ending with a fair market value of \$95,202,573. Since inception, the trust has earned a 6.02% annualized return which is consistent with the market.

February 5, 2015

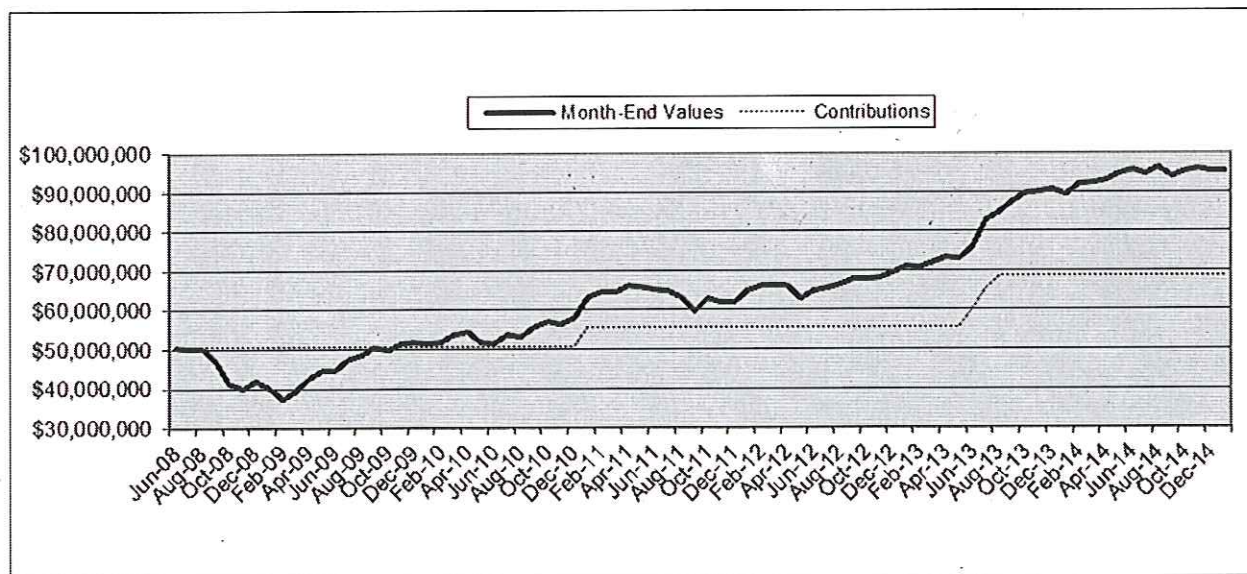
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust


With a fair market value on January 31st of \$95,202,573.21 your portfolio's performance was down 0.04% for the month and up 6.02% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of bond funds (50.2%), and common stock funds (49.8%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008, and additional contributions of \$4,618,708 on January 10, 2011, \$5,000,000 on June 17, 2013, \$5,000,000 on July 31, 2013 and \$3,389,912.76 on August 20, 2013 for a total of \$68,799,723.76. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>January 2015</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	-0.04%	-0.04%	6.02% annualized return
S&P 500	-3.00%	-3.00%	9.33% (Domestic Stocks)
MSCI EAFE	0.49%	0.49%	1.34% (International stocks)
Barclays Aggregate	2.10%	2.10%	5.24% (Domestic Bonds)
Barclays Global	-0.16%	-0.16%	3.20% (Global Bonds)



Very truly yours,



Scott W. Rankin
Senior Vice President

Benefit Trust - Retiree (OPEB) Trust

Month - Year	Contributions	Contribution Balance	Month-End Investment Values
June-08	\$ 50,791,103	\$ 50,791,103	\$ 50,589,708
June-09	\$ -	\$ 50,791,103	\$ 44,706,214
June-10	\$ -	\$ 50,791,103	\$ 51,342,419
June-11	\$ 4,618,708	\$ 55,409,811	\$ 65,060,898
June-12	\$ -	\$ 55,409,811	\$ 64,788,984
July-12	\$ -	\$ 55,409,811	\$ 65,563,930
August-12	\$ -	\$ 55,409,811	\$ 66,464,346
September-12	\$ -	\$ 55,409,811	\$ 67,752,206
October-12	\$ -	\$ 55,409,811	\$ 67,885,330
November-12	\$ -	\$ 55,409,811	\$ 68,138,640
December-12	\$ -	\$ 55,409,811	\$ 69,357,729
January-13	\$ -	\$ 55,409,811	\$ 70,991,112
February-13	\$ -	\$ 55,409,811	\$ 70,937,479
March-13	\$ -	\$ 55,409,811	\$ 71,945,351
April-13	\$ -	\$ 55,409,811	\$ 73,452,895
May-13	\$ -	\$ 55,409,811	\$ 72,940,697
June-13	\$ 5,000,000	\$ 60,409,811	\$ 76,038,439
July-13	\$ 5,000,000	\$ 65,409,811	\$ 82,877,790
August-13	\$ 3,389,913	\$ 68,799,724	\$ 84,697,024
September-13	\$ -	\$ 68,799,724	\$ 87,424,231
October-13	\$ -	\$ 68,799,724	\$ 89,609,089
November-13	\$ -	\$ 68,799,724	\$ 89,951,634
December-13	\$ -	\$ 68,799,724	\$ 90,697,726
January-14	\$ -	\$ 68,799,724	\$ 89,457,863
February-14	\$ -	\$ 68,799,724	\$ 92,015,106
March-14	\$ -	\$ 68,799,724	\$ 92,418,028
April-14	\$ -	\$ 68,799,724	\$ 93,035,180
May-14	\$ -	\$ 68,799,724	\$ 94,606,053
June-14	\$ -	\$ 68,799,724	\$ 95,689,395
July-14	\$ -	\$ 68,799,724	\$ 94,769,733
August-14	\$ -	\$ 68,799,724	\$ 96,479,698
September-14	\$ -	\$ 68,799,724	\$ 94,002,753
October-14	\$ -	\$ 68,799,724	\$ 95,339,341
November-14	\$ -	\$ 68,799,724	\$ 96,004,369
December-14	\$ -	\$ 68,799,724	\$ 95,241,531
January-15	\$ -	\$ 68,799,724	\$ 95,202,573
	\$ 68,799,724		



TO: Gary L. Poertner, Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, PhD, President

DATE: February 12, 2015

SUBJECT: President's Report for the February 23, 2015 Board of Trustees Meeting

IVC Holds Homecoming

On Thursday, February 12, before the IVC men's and women's basketball games, the college celebrated homecoming. Students of Irvine Valley College (ASIVC) sponsored the homecoming festivities which included free pizza and dessert before the men's game, live music by the Orange County band, Hero for Today, a photo booth, face painting with IVC logos, free IVC t-shirts for IVC alumni attending, and much more. The homecoming court was presented at half-time and included: Bahaar Tadjabksh, Brian Singh, Gary Bui, Jacqueline Wong, Joe Gordon, Roy Kim, Shinda Bermone and Star Estrella Serrato. The 2015 homecoming king and queen were crowned by last year's king and queen and ASIVC president Safar Mahmadv.

Coaches vs. Cancer

On Friday, January 30, the IVC athletics program again participated in Coaches vs. Cancer effort. Both the men's and women's basketball teams utilized their games against Orange Coast College to fight for the cause. With the recent passing of IVC dance faculty member, Marie de la Palme, Coach Julie Hanks and her team chose to dedicate their game to the memory of Marie de la Palme. All proceeds from the women's contest were given to the Marie de la Palme Memorial Scholarship of the Irvine Valley College Foundation. Following the initiation by the women's team, both the men's basketball team and the concessions also donated their proceeds to support the Marie de la Palme Scholarship.

IVC Foundation Sets Foundation Awards Dinner for April 11

This year's Irvine Valley College Foundation Awards Dinner will be held on Saturday, April 11, 2015 beginning at 5 p.m. at the beautiful Lyon Air Museum. The evening will be dedicated to celebrating excellence. The event will recognize the students, faculty, staff, administrators and community members that make Irvine Valley College and the community better places. In addition to the celebration, the evening will also be devoted to raising money in support of IVC programs and scholarships. Our guests will be able to wander through the lobby and explore vintage WWII era airplanes and listen to members of our IVC Theatre Department Produced by Ron Ellison, staged and choreographed by Jay Williamson, vocal direction by Kent Helwig and musical arrangements by Randy Woltz. To conclude the evening, IVC music students will take center stage for some wonderful live music and dancing presented by the IVC Jazz Ensemble, Dan St. Marseille, director.

Club Day

Thirty clubs participated in Club Day held on January 28. Approximately 500 students gathered to show their interest in learning about or joining a club. The newly formed Pharmacy and Health Sciences Club reported 52 students expressing interest and the Applied Science and Engineering Club (ASEC) had over 285 students express interest.

You Are Amazing Talent Show

On February 2, the IVC Student Ambassadors presented the first "You Are Amazing" Talent Show. The show supported the talents of fellow students. The talent show raised \$645.00 to support student scholarships. Performers included Vice Chancellor of Technology and Learning Services Dr. Robert Bramucci, communications studies professor Edwin Tiongon, and students: Natsuki Sato, Jasmine Washington, Denise Mendoza, Joshua Serrano, Aurora Linthurst, Kyle Lee, Shakiba Shadman, Leslie Alvarado, Randy Winvick, Arshia Hashemi, Casey Langstaff, Randy Meneses, Michael Judd, Kyla Hull, and the band ANAURAC.

Presidents' Cup

The final round of the Presidents' Cup Basketball Tournament took place in the IVC Hart Gymnasium on Friday, February 6. ASIVC hosted the pre-game entertainment that included music by IVC student DJ Josh Serrano, free food, face painting with IVC logos and a photo booth. Presidents Roquemore and Burnett served hot dogs to students that supported the event in between the games. Students were encouraged to wear IVC blue to support the both the women and men's Laser teams. The first 100 attendees received a t-shirt, glow-sticks and #1 gloves to cheer on the teams during the games. The Irvine Valley women's basketball team's 55-52 win in overtime over district rival Saddleback gave IVC back the Presidents' cup. Saddleback, ranked No. 4 in the state and second in Southern California, remained in first place in the conference with 58-49 victory over the Laser men.

RP Group Award for Excellence in Regional/Statewide Research

The IVC Office of Research, Planning and Accreditation, under director Craig Hayward, was awarded the Excellence in Regional/Statewide Research Award by the Research and Planning (RP) Group for their research submission: Curricular Redesign and Gatekeeper Completion: A Multi-College Evaluation of the California Acceleration Project. The research involved a two-year study of accelerated English and math curriculum, which found "large and robust" effects for accelerated curriculum. The study included data from 16 colleges and it validated the impact that has been seen locally within accelerated WR 399 (Accelerated Introduction to College Writing).

IVC Professor Matthew Tresler, DMA, Wins Grammy Award

Congratulations to IVC Professor Matthew Tresler, DMA, for winning a Grammy Award on February 8 as part of the choir Conspirare, which won the award for Best Choral Performance for "The Sacred Spirit of Russia." Dr. Tresler is the Academic Chair for Music, Professor of Music, and Choral and Vocal Area Coordinator for IVC's School of the Arts. He has sung with Conspirare for the past 12 years, and has appeared on four recordings with them. The Conspirare choir, based in Austin, Texas, is made up of singers from across the country. It has been

nominated for six Grammy Awards. "The Sacred Sprit of Russia," a collection of Christmas liturgical music from the Russian Orthodox Church, was recorded in 2013 at Austin's St. Martin's Lutheran Church. Locally, Dr. Tresler sings with the Los Angeles Master Chorale. He will sing later in February at the National Conference of the American Choral Directors Association in Salt Lake City, with the Santa Fe Desert Chorale, another professional chamber choir with which he has spent the last 15 summers singing. Dr. Tresler also appeared on a Grammy-nominated recording with Seraphic Fire (based in Miami) a few years ago.



SADDLEBACK COLLEGE

28000 Marguerite Parkway • Mission Viejo, CA 92692
949.582.4500 • www.saddleback.edu

TO: Members of the Board of Trustees
Gary L. Poertner, Chancellor

FROM: Dr. Tod A. Burnett, President

SUBJECT: Report for February 23, 2015 Board of Trustees Meeting

Saddleback College's Economic and Workforce Development Plan was recommended for the president's approval by the Consultation Council. The plan, which was developed under the leadership of Dr. Don Busche, provides a framework for the college's economic and workforce development initiatives, and will be overseen by the new director of economic and workforce development, a position that was recently approved by the Board of Trustees.

The inaugural South Orange County Economic Report luncheon will be held on Friday, February 27th at 11:30 a.m. in room 212 of the Student Services Center. The college is hosting this event with the South Orange County Economic Coalition. Numerous elected officials, industry leaders, and educators will be in attendance. Thank you to Anthony Teng, interim dean, business science and economic and workforce development, for his leadership in the development of the college's first South Orange County Economic Report.

President Burnett is chairing the accreditation team visit to Palomar College March 2nd through March 5th, and in preparation, attended the Accrediting Commission for Community and Junior Colleges team training on Monday, February 9th in Oakland.

Office of Instruction

Division of Fine Arts and Media Technology

With heavy hearts, the division lost its beloved Richard White on February 3rd. A family memorial was held on Sunday, February 8th starting outside the ceramics studio with a potluck and a second line march was to the Saddleback College Veterans Memorial led by Joey Sellers and a brass band (New Orleans style) where a vigil took place. Over 500 participants attended this spectacular and thoughtful send-off that Richie would have loved.

Joey Sellers' Jazz Studies Program commemorated Jazz Day on February 7th with a full day of jazz activities which included clinics with high school ensembles, a meet-the-artist session, and a master class leading to a sold-out concert by the Saddleback Big Band and Grammy Nominee Tierney Sutton in the McKinney Theatre. On Sunday, February 8th, a violin master class was held in FA 101 with UCLA violin professor Movses Pogossian. Violin students performed. The class was free and open to the public. On Sunday, February 22nd a piano master class was held in the McKinney Theatre with UCI piano faculty Nina Scolnik. On February 23rd through March 19th, the Art Gallery presented *Into the Shade; drawings by Yu Ji*, in the Saddleback College Art Gallery. On Saturday, February 28th at 2:00 p.m., Yu Ji gave a drawing demonstration/lecture. Admission was free to the exhibit and lecture. On Saturday, February

14th, Saddleback College radio station KSBR 88.5FM presented "Breakfast with Gary and Kelly" in a new location, the new Capistrano Valley Performing Arts Center. The show featured musical phenom saxman and guitarist Vincent Ingala. Auditions were held on Friday, February 20th for the Saddleback Star student vocal competition with final performances on March 5th in the McKinney Theatre. On Friday, February 27th, the Angels for the Arts presented a student-run event to raise student scholarships. A *Night in Historic Harlem* celebrated Harlem's rich cultural history with many activities including performances and live jazz in the Savoy Ballroom and the authentic speakeasy. Many patrons dressed in the 1920s era costumes.

Community Education, Emeritus Institute, and K-12 Partnerships

Estella Castillo-Garrison, Dean of the Division of Community Education, Emeritus Institute, and K-12 Partnerships attended the California Community College Chancellor's Office "Early & Middle College/Dual Enrollment Conference" in Sacramento at the end of January. Saddleback College's Outreach Department, under the direction of Leslie Humphrey, and as part of the College's Enrollment Management initiative, is ramping up efforts to promote concurrent enrollment options to students in grades 9-12 throughout our service area.

Saddleback College Community Education program specialists Arron Searcy and Denise Ludes were keynote presenters at the Capistrano Unified Council of Parent Teacher Student Associations (CUCPTSA) 68th Founders Day Celebration on February 2. Searcy and Ludes spoke to CUCPTSA presidents and school board members about Saddleback's "After-School Experience" program, which currently provides innovative arts, culture, STEM, and various other learning opportunities to children at 35 elementary schools in the Capistrano Unified School District.

Area adults took advantage of several February offerings from the 2015 Saddleback College Community Education "Gaucho Guide." A one-day adventure tour by train to the Santa Barbara area, "Migrating to the Monarchs," quickly sold out, and a second tour was added to fill the demand. Techie wannabees of all ages flocked to "iPhones, iPads, and I'm Lost," our introductory class for those who are still getting acquainted with mobile phones, eBooks, apps, social networking – even WiFi and Bluetooth technologies.

Office of Student Services

Transfer Center

The following universities were scheduled for appointments with students: Arizona State University, CSU Fullerton, CSU Dominguez Hills, Cal Poly Pomona, California Baptist University.

The following universities participated in Quad Sit visits with students: Grand Canyon University, University of Massachusetts Lowell, Texas Christian University, New School of Architecture.

The Transfer Center conducted the following workshops: "So You've Applied to a CSU for Fall 2015...Now What?" "So You've Applied to a UC for Fall 2015...Now What?" Common Application Workshop, Teaching Information Session, Transfer Financial Aid.

The Transfer Center conducted three class visit presentations and conducted one "Don't Cancel That Class" presentation.