

**AGENDA ITEM III
June 2007, MINUTES**

for the

**Board of Trustees
July 11, 2007, Meeting**

**SOUTHERN STATE COMMUNITY COLLEGE
MINUTES OF THE MEETING
OF THE BOARD OF TRUSTEES
June 15, 2007**

The Southern State Community College Board of Trustees' meeting was held in the Board Room on the Central Campus of Southern State Community College on Friday, June 15, 2007.

Call to Order and Roll Call

At 4:00 p.m., Vice Chairman Ward called the meeting to order. Roll Call was as follows:

Present:

Ms. Kay Ayres
Ms. Patricia Griffiths
Mr. Willis Herdman
Mr. Ernest McFarland
Mr. Dan Mongold
Mr. Rory Ryan
Mr. Ralph Shell
Mr. James Ward, Vice Chair

Absent:

Mr. Paul Hall, Chair

Approval of Agenda

Ms. Ayres moved and Mr. Mongold seconded the Agenda before them be approved. All were in favor.

07.31

Approval of Minutes

Mr. Herdman moved and Mr. McFarland seconded that the Minutes of the May 9, 2007, Meeting be approved as presented.

Minutes

YES:

Ms. Griffiths
Mr. Herdman
Mr. McFarland
Mr. Mongold
Mr. Ryan
Mr. Shell
Mr. Ward

ABSTAIN:

Ms. Ayres

07.32

Monitoring Confirmation

President's Report. In addition to her attached written report (Attachment A), President Stout reported the:

- number of students in Super Start Orientations increases with each session, which is an indication of a good summer school enrollment and
- joint vocational school in Clark State Community College's district merged with the College.

Report from the Vice President of Business and Finance. (Attachment B).

Ms. Ayres moved and Ms. Griffiths seconded that the President's Report and the Report from the Vice President of Business and Finance be accepted. Roll Call Vote was as follows:

YES, President's and VP of Business and Finance Reports:

Ms. Ayres

Ms. Griffiths

Mr. Herdman

Mr. McFarland

Mr. Mongold

Mr. Ryan

Mr. Shell

Mr. Ward

07.33

Approval of Agreement with State Architect for Services of Steed Hammond Paul

Mr. Buck distributed to the Board a copy of a Contract with the State Architect for the services of Steed Hammond and Paul for the Fayette Campus Expansion Project (Attachment C). In addition, Mr. Buck asked for the Board to consider having the project locally administered, which would be the College rather than the state administering the project as the Board has previously approved. If the College administers the project, Mr. Buck explained, the College would work directly with Steed Hammond and Paul and there would be a savings of \$105,000. Mr. Shell moved and Mr. Herdman seconded that one, the Contract with State Hammond and Paul be approved, and two, the College administer the project. Roll Call Vote was as follows:

YES: Contract for Fayette Campus Project and Locally Administer:

Ms. Ayres

Mr. Mongold

Ms. Griffiths

Mr. Ryan

Mr. Herdman

Mr. Shell

Mr. McFarland

Mr. Ward

07.34

Executive Session – Negotiations and Compensation for Public Employees

At 4:12 p.m., Ms. Ayres moved and Mr. McFarland seconded that the Board go into Executive Session to discuss negotiations and compensation for public employees. Roll Call Vote was as follows:

YES, Executive Session:

Ms. Ayres
Ms. Griffiths
Mr. Herdman
Mr. McFarland
Mr. Mongold
Mr. Ryan
Mr. Shell
Mr. Ward

07.35

Regular Session

At 5:12 p.m., Ms. Griffiths moved and Mr. Mongold seconded that the Board come out of Executive Session. Roll Call Vote was as follows:

YES, Regular Session:

Ms. Ayres
Ms. Griffiths
Mr. Herdman
Mr. McFarland
Mr. Mongold
Mr. Ryan
Mr. Shell
Mr. Ward

07.36

Approval of FY 2008 Budget

Mr. McFarland moved and Mr. Herdman seconded that the FY 2008 Budget (Attachment D) be approved as presented. Roll Call Vote was as follows:

YES, FY 2008 Budget:

Ms. Ayres	Mr. Mongold
Ms. Griffiths	Mr. Ryan
Mr. Herdman	Mr. Shell
Mr. McFarland	Mr. Ward

07.37

Approval of Salary Increases for Full-time Non-Faculty Employees

Mr. Shell moved and Ms. Ayres seconded that the approval of salary increases for full-time non-faculty employees be tabled. Roll Call Vote was as follows:

YES, Salary Increases:

Ms. Ayres
Ms. Griffiths
Mr. Herdman
Mr. McFarland
Mr. Mongold
Mr. Ryan
Mr. Shell
Mr. Ward

07.38

Other

The next meeting of the Board of Trustees will be held on Wednesday, July 11, 2007, at 6 p.m. in the Board Room on the Central Campus in Hillsboro. The Board decided not to meet in August of 2007.

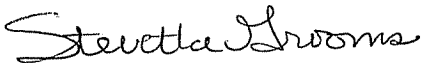
Adjournment

At 5:15 p.m., Mr. Mongold moved and Mr. Herdman seconded that the meeting be adjourned. All were in favor.

07.39

NOTE: Copies and/or originals of all documents referenced throughout the Minutes are on file (BOARD OF TRUSTEES•June 15, 2007•meeting) in the President's Office unless otherwise noted. The meeting was audio taped as well.

Respectfully submitted



Stevetta Grooms

Attachments:

- A. President's Report
- B. Vice President of Business and Finance Report
- C. Agreement with State Architect for Services of Steed Hammond Paul
- D. FY 2008 Budget

SOUTHERN STATE COMMUNITY COLLEGE

AGENDA ITEM IV.A
PRESIDENT'S REPORT
June 2007

for the

Board of Trustees
June 15, 2007, Meeting



Memorandum

To: SSCC Board of Trustees
From: Sherry A. Stout, President
Date: June 11, 2007
Subject: President's Report for the June 15, 2007, Board Meeting

Dual Enrollment Grant

Southern State Community College participated in the Dual Credit Network Region 14 Grant. The grant allows colleges to offer dual credit to high school juniors and seniors in mathematics, science and foreign language. Our Dual Credit program has three focuses:

1. We offered math online to incoming juniors and seniors during the Spring Quarter.
2. We will offer courses this summer for incoming juniors and seniors in science and math.
3. We are offering summer workshops for high school chemistry instructors in August.

Three colleges, Chatfield College, Wilmington College and Southern State Community College, were invited to participate, and to date, we are the only college to participate. Special thanks goes to Don Storer, Jon Davidson and Ryan McCall and the Student Services staff for their hard work to get this project off the ground.

Spring Flings

Our annual Spring Flings were held recently on each campus. These celebrations pull the entire college community close together with cookouts and a variety of activities held on each campus during the course of two days. Activities included races, games, Sumo wrestling and a caricature artist. One activity featured a competition on Kevin Bruce's "Mean Green Machine," a two-seated bicycle. The bicycle is used to promote environmental awareness, and participants paid \$1 to ride the bike to raise money for Anna's Army. Cyclists who could make it around the track in the least amount of time won the competition. I thought the Board would like to know the results of the bicycle competition as I am sure you will recognize several names. They are as follows:

<i>Category</i>	<i>Participants</i>	<i>Time</i>
Male/Female Students	Trevor Amburgey & Kimberly Gates	2:15
Female Students	Kassie Sturgeon & Talia Shoults	2:24
Male Students	Joe Dunlap & Clayton Mikesell	2:37
Male/Female Staff/Faculty	Jim Buck & Mary Clinton	2:34
Male Staff/Faculty	Steve Bikowsky & Kassie Sturgeon	2:25
Female Staff/Faculty	Mary Clinton & Debbie Pettyjohn	2:52

Werline Painting

Skip Werline donated a painting, *Center of Hope*, to the Clinton Memorial Hospital Foundation Auxiliary for their Charity Ball held recently. The painting brought \$10,000 for the Foster J. Boyd, MD, Regional Cancer Center. *Center of Hope* is a watercolor of three angels with the halos and urn enhanced with 18K gold. Skip wanted the painting to be healing, peaceful and above all give hope to cancer patients. The purchaser donated the painting to the Cancer Center.

State Update

Please see the attached information from Stephanie Franz at OACC for the latest information on the state budget (attachment pages 1-7).

Verizon Grant

The "Your Place" program recently received \$15,000 from Verizon. Sue Evans, Director/Instructor of the "Your Place" Program informed me the grant will be used for their Facilitator's Guide and for promoting the program. Congratulations to Sue Evans and the "Your Place" program.

Strategic Plan

Enclosed with your packet is the 2007-2010 Strategic Plan. It is a comprehensive plan that will position us to fulfill our mission and introduce a new level of excellence at Southern State. As we have discussed, it is not the final product of our strategic planning efforts rather, it is a means of documenting and organizing the goals and action objectives we have established for our institution. Throughout the coming year, we will be referencing the strategic plan in all that we do. I will offer routine updates on our progress toward each goal. I believe the plan is an accurate summation of our collective goals, and I look forward to the future when we can reflect on all of our outstanding accomplishments.

Graduation Demographics

On June 15, 418 students will graduate from Southern State Community College, but not all of the students will participate in the ceremony. Of the 418 students, 343 are female and 75 are male. The average age is 32 with the youngest student being 16 and the oldest being 64. There are 17 Post-Secondary Enrollment Option students. Following is a breakdown of degrees by type.

Associate in Arts	78
Associate in Science	35
Associate in Applied Business	51
Associate in Applied Science	171
Associate of Technical Studies	6
One-Year Certificate Programs	77

The breakdown of graduates by counties is as follows:

Adams County	60
Brown County	61
Clinton County	84
Fayette County	35
Highland County	131
Other Counties	47

Nursing Pinning Ceremonies

The Practical Nursing Program that was offered at the Warren County Career Center held its Pinning Ceremony on June 7. Fourteen students completed the program. The next evening, June 8, the Registered Nursing Program that is offered on the Central Campus held its Pinning Ceremony with 73 students completing the program. Of the 73 students, 8 % were from Adams County, 10 % were from Brown County, 22 % per from Clinton County, 7 % were from Fayette County, 45 % were from Highland County and 7 % were from outside our service area.

Personnel Update

Financial Aid Data Coordinator. Sheila Fawley has been selected to fill the position of Financial Aid Data Coordinator. Sheila comes to us from US Bank where she has worked since 1979. Sheila is well known in the area and highly regarded, and I'm sure she will be a valuable addition to the Student Services team.

Vice President of Student Affairs and Enrollment Management. Sharon Purvis, registrar, and Janeen Deatley, director of Financial Aid, are co chairing the search committee for the Vice President of Student Affairs and Enrollment Management. That committee will meet on Friday, June 15, to review the applications we have received from individuals who are interested in the position.

Campus Directors. Ryan McCall is heading the search for the Fayette Campus and South Campus Directors. To date, we have received six applications for the Fayette Campus position and nine applications for the South Campus position.

Corporate and Community Services

I would direct the Board's attention to the attached monthly report from Corporate and Community Services (attachment pages 8-9). It describes the training provided by the Center for Business and Industry as well as a report from Dean John Joy.

Super Start Orientations

Lisa Copas, Enrollment Coordinator, informed me 58 students have participated in five Super Start Orientations. This is the largest attendance she has seen at a Super Start Orientation. In 2004, we had 46 attendees and only 34 attended last year. One additional orientation is scheduled later in June.

Attachments

From: OACCPres-owner@imail.terra.edu [mailto:OACCPres-owner@imail.terra.edu] **On Behalf Of** Stephanie Franz
Sent: Monday, June 04, 2007 6:06 PM
To: oaccpres@terra.edu
Cc: oaccpa@terra.edu; 'Chris Sinagra'; tony@acsinagra.com
Subject: Senate Higher Education Initiatives Announced Today

TO: ALL COMMUNITY COLLEGE PRESIDENTS

Please find attached the materials from today's Senate majority caucus press conference regarding their changes to the higher education budget. Highlights include:

- A tuition freeze in both FY 08 and FY 09 for all state colleges and universities. To fund this, the Senate further increased SSI funding to a 5.6% increase in FY 08 and a 9.8% increase in FY 09. No specifics were announced regarding how this funding will be distributed. The substitute bill is expected to be released at 1:30 p.m. tomorrow, and we will know more specifics at that time.
- The creation of a new James A. Rhodes Scholarship for students attending community and technical colleges. The Senate will invest \$10 million in one-time seed money and the James A. Rhodes Foundation will leverage an estimated \$55 million in private funds to establish an endowment. These funds will be paid directly to the community or technical college, and the first awards are expected to be made in 2008. Further details are included on the document attached.
- Creation of the Ohio Innovation Partnership, which will consist of two competitively-awarded grants - the Choose Ohio First Scholarship program, and the Ohio Research Scholars Program. The Choose Ohio First Scholarship is funded at \$100 million over the biennium and allows public universities to compete for grant money to be awarded as scholarships to students pursuing degrees in the STEM² fields of Science, Technology, Engineering, Math and Medicine. The Ohio Research Scholars Program provides \$50 million over the biennium to allow public universities to compete for grants to attract teams of eminent scholar researchers to the state. Both grant programs under the Ohio Innovation Partnership require matching funds to receive the grant. It appears as though only state universities can apply for the grants, but that the program is intended to build upon the Third Frontier model of regional partnerships among universities, two-year colleges, private institutions and private entities. The Chancellor will administer the Ohio Innovation Partnership, and the grants will be awarded based upon how the area of research will benefit the strengths of the regional economy, how many additional research funds the state's investment will leverage and how a particular university's proposal creates additional capacity in educational or economic areas of need. Further details on the Ohio Innovation Partnership are available on the attached document.

Senators at the press conference did not specify where the funds for the programs mentioned above came from, and did not provide more specificity that what is contained on the handouts attached. Chairman Carey stated that the budget is balanced and that we will know more specifics on these programs and how their funding was obtained when the substitute bill is released. The substitute bill is scheduled to be released in Finance Committee tomorrow at 1:30 p.m.

Feel free to contact me with any questions, and you can expect further updates tomorrow as additional details become available.

Best regards,
Stephanie Franz - OACC



The Ohio Senate

Bill M. Harris, President

Statehouse

Columbus, Ohio 43215

FOR IMMEDIATE RELEASE

Monday, June 4, 2007

SENATE ANNOUNCES HISTORIC INVESTMENT IN HIGHER EDUCATION, LAYS OUT VISION FOR STRONGER ECONOMY, JOB GROWTH

Senate's budget proposal works to ease financial burden on Ohio's college students and improve workforce quality, while making significant investments to attract top researchers to the state, revitalize our economy and create more job opportunities for Ohioans

COLUMBUS—Focused on building a stronger Ohio economy that not only works to attract new business growth and bring quality jobs to our communities, but also targets our state's unique resources as a way to put Ohio on the cutting-edge of new research and innovation, the Ohio Senate today unveiled a bold proposal as part of their version of House Bill 119, the state budget bill. The Senate's plan makes significant investments in higher education designed to increase affordability and accessibility at Ohio's colleges and universities, encourage more college students to live and work here after they graduate and proposes an organized state commitment to provide incentives to attract top research talent to the state, thereby fostering an environment for new business investment.

In a Statehouse news conference this afternoon, Senate President Bill Harris (R-Ashland), Senate President Pro Tempore Jeff Jacobson (R-Butler Township), Majority Floor Leader Randy Gardner (R-Bowling Green) and Senate Finance Chairman John Carey (R-Wellston) outlined the Senate's proposal, which is seen as the next step in a larger, ongoing effort to reinvigorate Ohio's economy. The plan includes a freeze on undergraduate tuition rates over the next two years, key investments in new and existing scholarship programs and creation of an endowment to help Ohio's colleges and universities attract premier researchers to the state.

"In the last budget, we passed a historic tax reform package to update our tax code to remove what was widely considered a disadvantage for companies looking to locate here, while also investing in high-tech research through the Third Frontier Program and strengthening curriculum standards in our schools through the Ohio CORE to better prepare our students for work in a global economy," explained Sen. Harris. "The Senate's changes to HB 119 reflect a key next step in this effort to bring Ohio's economy into the 21st Century and enable us to compete for business investment and jobs at home and abroad."

The Senate's version of HB 119 adopts a two-pronged approach to helping relieve the financial burden of a college education on Ohio's families and ensure more students seek higher education opportunities in the future. First, the Senate plan will freeze undergraduate tuition rates over the

(more)

Senate plan for higher education – 2

next two years at all state colleges and universities. However, to allow our higher education institutions to maintain the best programs possible to serve our students, the Senate will also increase the state's share of instruction (SSI) by \$253.8 million over the biennium, reflecting a 5.6 percent increase in FY 08 over current levels and a 9.8 percent increase in FY 09.

"Ohio ranks well above the national average in college tuition costs. If we are serious about increasing the number of Ohioans seeking higher education and improving the quality of Ohio's workforce, we must make higher education more affordable for families," Gardner said.

In addition, the Senate version of the bill will provide more than \$657 million in student-based financial assistance, which includes maintaining funding levels for existing scholarship programs and additional money for programs added by the House, as well as \$10 million in new funding to create the James A. Rhodes Scholarship. Recognizing former Governor James A. Rhodes' foresight in identifying the importance of workforce development to our overall economy, the Rhodes Scholarship will specifically focus on the role Ohio's two-year colleges play in training Ohioans for the jobs of the future.

Carey explained that the \$10 million in state funds represents one-time seed money to create an endowment, which will leverage an estimated \$55 million in private funds and provide scholarships all across Ohio for students to attend one of the state's 47 two-year community and technical colleges.

"As we look to strengthen Ohio's higher education system as a means to move our economy forward, the state's community and technical colleges play an essential role," said Carey. "These institutions offer Ohioans an affordable, convenient way to gain valuable training in a variety of professions."

While working to make college more affordable for Ohio's students is key to building a skilled workforce, the Senate also recognizes that in order to reap the benefits of this investment, we need to foster a demand in Ohio for their skills, so our college graduates are not forced to move to other states to find a job. This concern is the genesis behind the Ohio Innovation Partnership (OIP), a program that combines the good work of the House and Senate, and invests \$150 million over the next two years to field two competitive grant programs designed to attract top researchers to Ohio, while encouraging more students to pursue careers in science, technology, engineering, mathematics and medicine (STEM² disciplines) that will most benefit Ohio's emergence in the global economy.

Specifically, the OIP, which will be administered by the Chancellor of the Ohio Board of Regents, will consist of two competitively-awarded grant programs. The first portion of the program will integrate the \$100 million Choose Ohio First Scholarship program, proposed by the House. Part two of the plan incorporates an additional \$50 million investment by the Senate this biennium, with plans of an additional \$50 in the next biennium, to establish a second grant program dubbed the Ohio Research Scholars Program. This program will award endowment funds to state universities and colleges for recruiting highly-productive research scientists in fields that support regional economic and educational strengths.

(more)

Senate plan for higher education -- 3

Under the Choose Ohio First Scholarship Program, universities can compete for grant money that will be awarded to students in the STEM² fields as scholarships. Under the Ohio Research Scholars Program, universities will compete to get funds to create and support existing endowments to attract the best and brightest research talents.

Any public university will be able to apply for Ohio Innovation Partnership grants, which will be awarded based on how the area of research will benefit the strengths of that institution's regional economy, how many additional research funds the state's investment will leverage and how a particular university's proposal creates additional capacity in educational or economic areas of need. It is also important to note that awards for both the Choose Ohio First Scholarship and the Ohio Research Scholars Program will require at least an annual overall 100 percent match in other institutional, public or private funds.

Sen. Jacobson pointed out that through funding from the Third Frontier program and partnerships with business and other higher education institutions across the state, Ohio's universities have already begun to demonstrate excellence in research and innovation targeted at a number of cutting edge industries, including medical imaging devices, polymers, fuel cells and clean coal and carbon sequestration technologies.

"Through the Ohio Innovation Partnership, we hope to harness our resources and build on regional economic strengths to make strategic investments in areas where Ohio has real potential to be a leader and a destination for cutting-edge industries and top research talent," said Jacobson.

Similar programs have been established in Texas, Georgia, North Carolina and California with tremendous success. For instance, though Texas' Advanced Materials Research Center, investments in top microelectronics scientists have attracted Motorola, SEMATECH and one of the world's most advanced manufacturing plants being built by Texas Instruments at a cost of \$3 billion, and which will employ more than 1,000 people. In addition, the North Carolina Research Triangle was created as a partnership between government, university and business leaders. Currently the Triangle is home to 136 research and development facilities and more than 37,000 people are employed at the park with a payroll of more than \$2.7 billion.

"Recognizing that higher education is the engine for our state's economic future, making college more affordable, increasing quality of our workforce and attracting outstanding research talent are vital, and the cornerstone of the Senate's budget," added Sen. Harris.

The Senate's full budget proposal will be rolled-out on Tuesday, when the Senate Finance Committee takes up a substitute version of HB 119. Throughout the following week, there will be an opportunity for public testimony before the bill is placed before the full Senate for a vote.



JAMES A. RHODES SCHOLARSHIP

"A high school graduate has a right to expect a diploma in one hand and a job in the other on graduation day." - Ohio Governor James A. Rhodes

The James A. Rhodes Scholarship embodies the educational and economic vision of Ohio's longest-serving governor. Rhodes recognized that a strong, skilled workforce was the key to economic success. In 1963, he authored a \$250 million bond issue with hope of transforming Ohio's higher education system from six universities into a system that offered post high school education within 30 miles of every Ohio student. In Rhodes' honor, the Ohio Senate will invest one-time seed money into a scholarship program and leverage millions in private funds to provide scholarships for students attending two-year schools.

James A. Rhodes Scholarship

- As part of the more than \$657 million in student-based financial assistance supported by Senate Republicans as part of House Bill 119, the state budget bill, the Senate will include a one-time investment of \$10 million in seed money to help establish an endowment for the James A. Rhodes Scholarship.
- State funding will leverage private funds with a total goal of \$65 million to support students attending Ohio's two-year community and technical colleges.
- The funds will be paid directly to the community or technical college.
- The first round of scholarships is expected to be awarded in 2008.

Eligibility – As Outlined by the James A. Rhodes Scholarship Foundation

- Scholarship applicants must have obtained or will obtain a high school diploma or GED.
- Applicants must show proof of acceptance at a two-year Ohio college that is recognized by the Ohio Board of Regents.
- Students are only eligible to receive the scholarship once.
- Scholarship recipients must maintain a C+ or better grade average while in college.
- Upon graduation, students are required to spend at least four years in Ohio, working in their field of study.



OHIO INNOVATION PARTNERSHIP

While working to make college more affordable for Ohio's students is key to building a skilled workforce, the Senate also recognizes that in order to reap the benefits of this investment, we need to foster a demand in Ohio for their skills, so our college graduates are not forced to move to other states to find a job. This concern is the genesis behind the Ohio Innovation Partnership (OIP), a program that combines the good work of the House and Senate, and invests \$150 million over the next two years to field two competitive grant programs—the Choose Ohio First Scholarship and the Ohio Research Scholars Program.

The Ohio Innovation Partnership

- Building on the \$100 million allocated by the Ohio House, the Senate will add \$50 million this biennium and plans an additional \$50 million in the next biennium to create the Ohio Innovation Partnership.
- The Partnership will be administered by the Chancellor of the Ohio Board of Regents and consist of two parts:
 - Choose Ohio First Scholarship
 - Public universities can compete for \$100 million in grant money that will be awarded to students as scholarships for pursuing the STEM² fields of science, technology, engineering, mathematics and medicine. All funds must be used for student scholarships and not on administrative costs.
 - Ohio Research Scholars Program
 - A state investment of \$50 million over the next two years will allow public universities to compete for funds to create and support existing endowments to attract the best and brightest research talents to Ohio.

How it Works

- Both the Choose Ohio First scholarships and Innovative Scholars Program funds would be awarded through a competitive process based on certain criteria, including:
 - How the research benefits the strengths of the regional economy,
 - How much the investment will leverage in other research funds, and
 - How much the proposal creates additional capacity in educational or economic areas of need.
- Any public university will be able to apply for grants under both programs and public universities would also be able to work with other private institutions, two-year colleges and other private entities to seek awards from one or both programs.
- A 100% match of other institutional, public or private money will be required of universities that receive awards from either program.
- While the Chancellor of the Ohio Board of Regent will determine the awards, the state Controlling Board will have final approval over the release of funds.
- An annual report of the Partnership's progress and performance will be submitted by the Chancellor to the General Assembly.

The Benefits

- Scholars bring their teams, intellectual property and the potential to draw down more research funds from both private and federal sources.

- Research projects will provide internship opportunities and hands-on learning for Ohio college students.
- Development of cutting-edge industries and products will help Ohio to attract and retain more high-paying, high-tech jobs and industries, and provide a greater demand for science-based graduates.

Case Studies in Other States

- **Texas' Advanced Materials Research Center** Investments in top microelectronics scientists have attracted Motorola, SEMATECH and one of the world's most advanced manufacturing plants being built by Texas Instruments at a cost of \$3 billion, and which will employ more than 1,000 people;
- **Georgia's Research Alliance** Investments of \$400 million in researchers and their projects have brought nearly \$2 billion in new federal and private funds into the Georgia economy -- a return of \$5 for every \$1 invested.
- **The North Carolina Research Triangle**, which is strategically located between three highly-regarded universities -- Duke, NC State and the University of North Carolina at Chapel Hill -- was created as a partnership between government, university and business leaders. Currently the Triangle is home to 136 research and development facilities and more than 37,000 people are employed at the park with a payroll of more than \$2.7 billion.
- **California's Institutes of Science and Innovation** has targeted \$400 million in top nanotechnology, biotech and information technology researchers. Since its inception, the program has generated an estimated \$1 billion from private and federal sources and brought companies like Intel and Google to the Silicon Valley.

Center for Business and Industry- May 2007

COURT HOUSE MANOR- Court House Manor contracted with CBI for 22 hours of basic computer training for Fayette County senior residents interested in learning new computer skills. Classes include: Using email, digital photography, computer privacy issues, search engines, finding books, magazines, and newspapers on the web, researching information on government websites. Classes are being held at the Fayette Campus Computer Lab and will conclude in mid-June.

HOBART CORPORATION- CBI is providing Basic, Intermediate, and Advanced Microsoft Excel training to twenty employees of Hobart's Hillsboro Plant. Contract is for 12 contact hours and classes, being held at the Training Resource Center, will conclude in late June.

MACA PLASTICS- CBI provided an eight hour forklift training class to MACA Plastics associates on-site in Adams County.

NCB- CBI's Training Resource Center on Central Campus provided ten employees of NCB with training in Microsoft Excel this month. NCB plans to repeat the class during the first quarter of the next fiscal year.

Dean's Report-Corporate and Community Services

Adams County Enterprise Center- Our move to the new Adams County location in Winchester was highlighted with a highly successful Open House and ribbon cutting held on May 9. We had an excellent turn-out and a lot of positive comments! A special thanks is extended to Russ Brewer for his work, and to the SSCC family for their attendance and support of the Enterprise Center. Russ has put together some non-credit training classes to be offered in June, and is in the process of advertising them.

Agency Collaborations- The Highland County One-Stop hosted an Open House on Wednesday May 30 to celebrate Workforce Development Month and to publicize the services being offered by the One-Stop. Budget preparations are underway with the expectation that Highland County intends to renew this contract for the coming year. Similar budget work is underway for our Fayette One-Stop, Fayette Child Care, and other agency service arrangements provided by our part of Southern State. Our One-Stop at the Fayette campus conducted assessments for a local company and hosted 3 mini-job fairs.

Enterprise Ohio Network Grant- On May 17 our grant application for Non-credit Training Funds was delivered to Columbus. We are applying for \$157,000 in funding for the purchase of curriculum and equipment to conduct automated manufacturing training for incumbent and new manufacturing workers. We don't expect to hear anything back on awards until early fall.

Truck Driving Academy- Enrollment dipped some in the March-May time frame compared to historical trends. Other TDA's are experiencing a similar downturn. A meeting was held May 30 with our vocational school partners to update all of them on our tight financial situation, to enlist their help and suggestions as partners, and to set the stage for a coming tuition increase for TDA participants. The meeting went better than expected. A series of meetings have also been held with the Laurel Oaks (Wilmington) campus of Great Oaks to see about relocating the TDA classroom and office from the North Campus to a Laurel Oaks building near ABX/DHL. Progress is well underway toward completing the details necessary to make the move. It is anticipated the move will take place this summer.

Other- Melody Johnson and Bob Brown worked diligently to prepare for a June 1 audit on our Targeted Industry Grant files for the previous fiscal year. We had the files in storage, they were retrieved and reviewed over a two week period to be ready for the audit, which is conducted for a Workforce Development consultant for the OBOR.

SOUTHERN STATE COMMUNITY COLLEGE

AGENDA ITEM IV.B
REPORT FROM VICE PRESIDENT
BUSINESS AND FINANCE
May 2007 Financial Reports

for the

Board of Trustees
June 15, 2007, Meeting



June 1, 2007

MEMORANDUM TO: Sherry Stout, President
The Board of Trustees

FROM: James Buck, Vice President Business and Finance

SUBJECT: May 31, 2007 Financial Reports

Please review the accompanying Financial Reports. Absent any unforeseen events the General Fund should end FY 07 with a modest surplus. Each segment of our Auxiliary Operations has a year-to-date annual profit as of the end of May.

Several unresolved issues surround the FY 08 budget. Based upon the best information available at this time a tentative budget has been presented for your consideration. A mid-year correction will most likely be needed. At that point the College will have a clearer picture of enrollment and just how the changes in state funding will be implemented.

An agreement with the State Architect's Office is also presented for your consideration. This agreement provides for the services of the architectural firm Steed Hammond Paul. Due to our contact to-date with this firm, our past project experience, and the significant potential savings, your approval to locally administer this project is also respectfully requested. The project budget is well within the state limit that allows local administration.

If you have any questions, please contact me at (937) 393-1971.

Thank you.

SOUTHERN STATE COMMUNITY COLLEGE
MONTHLY FINANCIAL STATEMENTS - EXHIBIT 1 OF 6
COMPARATIVE BUDGET REPORT
ELEVEN MONTHS ENDED MAY 31, 2007 (unaudited)

	FISCAL 07		FISCAL 06			
	ANNUAL BUDGET	05/31/07 Y-T-D	% OF BUDGET	05/31/06 Y-T-D	ANNUAL CHANGE	ANNUAL % CHG
REVENUE						
STATE SUBSIDY	4,797,209	4,397,995	91.7%	4,214,694	183,301	4.3%
STUDENT FEES	6,810,914	6,785,429	99.6%	6,251,459	533,970	8.5%
GRANTS & CONTRACTS	808,116	808,116	100.0%	809,034	(918)	-0.1%
OTHER INCOME	235,000	266,100	113.2%	186,384	79,716	42.8%
TOTAL REVENUE	12,651,239	12,257,640	96.9%	11,461,571	796,069	6.9%
EXPENDITURES						
INSTRUCTIONAL	6,210,276	5,693,297	91.7%	5,389,238	304,059	5.6%
RESEARCH	2,600	220	8.5%	377	(157)	-41.6%
COMMUNITY SERVICE	38,959	35,577	91.3%	21,965	13,612	62.0%
ACADEMIC SUPPORT	1,742,164	1,477,904	84.8%	1,435,037	42,867	3.0%
STUDENT SERVICES	1,551,131	1,274,550	82.2%	1,276,065	(1,515)	-0.1%
INSTITUTIONAL SUPPORT	1,465,512	1,502,200	102.5%	1,241,188	261,012	21.0%
PLANT OPERATIONS	1,450,597	1,308,473	90.2%	1,183,002	125,471	10.6%
SCHOLARSHIPS	290,000	296,107	102.1%	348,760	(52,653)	-15.1%
TOTAL EXPENDITURES	12,751,239	11,588,328	90.9%	10,895,632	692,696	6.4%
ANNUAL SURPLUS/(DEFICIT)	(100,000)	669,312		565,939	103,373	18.3%
AUXILIARY TRANSFER	100,000	-		-	-	
SURPLUS/(DEFICIT)	-	669,312		565,939	103,373	18.3%

SOUTHERN STATE COMMUNITY COLLEGE
MONTHLY FINANCIAL STATEMENTS - EXHIBIT 2 OF 6
CONSOLIDATED FUND BALANCE SHEETS
AS OF MAY 31, 2007 (unaudited)

ASSETS	GENERAL FUND	AUXILIARY FUND	RESTRICTED FUND	LOAN FUND	ENDOWMENT FUND	PLANT FUND	AGENCY FUND	TOTAL FUNDS
CASH AND INVESTMENTS	1,991,877	763,938	1,894,757	11,574		(39,934)	62,876	4,685,088
ACCTS. RECEIVABLE-STUDENTS(NET)	1,547,598							1,547,598
ACCTS. RECEIVABLE - OTHER	586,745	59,895	45,728					692,368
NOTES RECEIVABLE				6,122				6,122
INVENTORIES	9,462	232,472						241,934
DUE FROM OTHER FUNDS								0
PREPAID EXPENSES	17,827							17,827
EQUIPMENT						704,922		704,922
BUILDINGS AND IMPROVEMENTS						16,996,217		16,996,217
OTHER ASSETS					12,318			12,318
TOTAL ASSETS	4,153,509	1,056,305	1,940,485	17,696	12,318	17,661,205	62,876	24,904,394
LIABILITIES AND FUND BALANCES								
ACCOUNTS PAYABLE	(1,123)							(1,123)
SALES TAX PAYABLE		104						104
REFUNDS PAYABLE								0
PAYROLL TAXES AND WITHHOLDINGS	(10,000)							(10,000)
ACCRUED PAYROLL	382,558							382,558
ACCRUED EXPENSES								0
DEFERRED REVENUE	1,061,126		71,182					1,132,308
OTHER LIABILITIES								0
DEFERRED COMPENSATION	503,223					2,690,295		2,690,295
NET INVESTMENT IN PLANT						14,970,910		14,970,910
FUND BALANCE/HELD IN CUSTODY	2,217,725	1,056,201	1,869,303	17,696	12,318		62,876	5,236,119
TOTAL LIAB. AND FUND BALANCES	4,153,509	1,056,305	1,940,485	17,696	12,318	17,661,205	62,876	24,904,394

SOUTHERN STATE COMMUNITY COLLEGE
 MONTHLY FINANCIAL STATEMENTS - EXHIBIT 3 OF 6
 STATEMENT OF CURRENT FUNDS, REVENUES, EXPENDITURES, AND OTHER CHANGES
 FOR THE PERIOD ENDED MAY 31, 2007 (unaudited)

	UNRESTRICTED	EDUCATIONAL AND GENERAL	AUXILIARY ENTERPRISES	UNRESTRICTED TOTAL	EDUCATIONAL AND GENERAL	TOTAL RESTRICTED	TOTAL CURRENT FUNDS
REVENUES							
TUITION, FEES, STUDENT CHARGES		6,785,429		6,785,429		0	6,785,429
STATE APPROPRIATION		4,397,995		4,397,995		0	4,397,995
FEDERAL GRANTS AND CONTRACTS				0	7,368,428	7,368,428	7,368,428
STATE GRANTS AND CONTRACTS	808,116			808,116	2,099,593	2,099,593	2,907,709
LOCAL GRANTS AND CONTRACTS				0	319,704	319,704	319,704
PRIVATE GIFTS, GRANTS & CONTRACTS				0	621,925	621,925	621,925
SALES AND SERVICES			3,348,720	3,348,720		0	3,348,720
OTHER SOURCES		266,100		266,100		0	266,100
TOTAL EDUCA./GEN. REVENUE		12,257,640	3,348,720	15,606,360	10,409,650	10,409,650	26,016,010
EXPENDITURES AND MANDATORY TRANSFERS							
EDUCATIONAL AND GENERAL		5,614,819		5,614,819	152,238	152,238	5,767,057
INSTRUCTIONAL		220		220		0	220
SEPARATELY BUDGETED RESEARCH		35,577		35,577	1,744,681	1,744,681	1,780,258
PUBLIC SERVICE		1,477,904		1,477,904	68,941	68,941	1,546,845
ACADEMIC SUPPORT		882,160		882,160	185,837	185,837	1,067,997
STUDENT SERVICES		1,502,200		1,502,200	0	0	1,502,200
INSTITUTIONAL SUPPORT		1,308,473		1,308,473		0	1,308,473
OPERATION/MAINTENANCE OF PLANT		296,107		296,107	8,512,808	8,512,808	8,808,915
SCHOLARSHIPS AND FELLOWSHIPS							
TOTAL EDUCA./GEN. EXPENDITURES		11,117,460	0	11,117,460	10,664,505	10,664,505	21,781,965
AUXILIARY ENTERPRISES			3,011,498	3,011,498		0	3,011,498
TRANSFERS		470,868		470,868	(470,868)	(470,868)	0
TOTAL EXPENDITURES/TRANSFERS		11,588,328	3,011,498	14,599,826	10,193,637	10,193,637	24,793,463
NET INCREASE IN FUND BALANCES		669,312	337,222	1,006,534	216,013	216,013	1,222,547

SOUTHERN STATE COMMUNITY COLLEGE
MONTHLY FINANCIAL STATEMENTS - EXHIBIT 4 OF 6
AUXILIARY OPERATIONS
FOR ELEVEN MONTHS ENDED MAY 31, 2007 (unaudited)

	BOOKSTORE	DAYCARE	CCS	CONT. ED	TOTAL
REVENUE	1,482,586	318,983	1,537,511	25,523	3,364,603
DISCOUNTS	409		(16,292)		(15,883)
COST OF SALES	1,099,145				1,099,145
GROSS MARGIN	383,850	318,983	1,521,219	25,523	2,249,575
ADMINISTRATIVE & GENERAL EXPENSES					
FACULTY FULL-TIME			297,694		297,694
FACULTY PART-TIME			225,894	5,589	231,483
ADMINISTRATIVE SALARIES	26,641	36,663	74,757	3,819	141,880
PART-TIME ADMINISTRATIVE SALARIES	35,863		11,460		11,460
SUPPORT STAFF SALARIES	4,777				35,863
PART-TIME SUPPORT STAFF SALARIES	32,816	146,384		1,384	151,161
FRINGE BENEFITS ALLOCATED	1,057	38,675		52	256,358
OFFICE SUPPLIES		2,440			17,319
PROGRAM SUPPLIES		25,593		1,802	35,527
FUEL			120,776		120,776
PRINTING SUP./PHOTOCOPYING	25	1,692	3,824	518	6,059
TRAVEL-CONFERENCE REIMBURSEMENT			9,298		9,298
TRAVEL-MILEAGE REIMBURSEMENT	511	797	2,217	82	3,607
STUDENT TEST AND TRAVEL			91,803		91,803
SPECIAL EVENTS					0
ADVERTISING		673	88,773		89,446
TELEPHONE	4,894	4,770	22,657		32,321
DUES & SUBSCRIPTIONS					0
POSTAGE	22,156	413	1,019	380	23,968
COMPUTER SERVICES					0
FACILITY RENTAL			44,274		44,274
STAFF DEVELOPMENT		666			666
UTILITIES			6,706		6,706
LICENSE AND CERTIFICATES			25,813		25,813
OTHER PROFESSIONAL FEES			102,933		102,933
EQUIPMENT GREATER THAN \$50	2,981		172,957		175,938
TOTAL ADMIN. AND GENERAL EXPENSES	131,721	258,766	1,508,240	13,626	1,912,353
SURPLUS/(DEFICIT)	252,129	60,217	12,979	11,897	337,222

SOUTHERN STATE COMMUNITY COLLEGE
 MONTHLY FINANCIAL STATEMENTS - EXHIBIT 5 OF 6
 BID ITEMS AND EXPENDITURES OVER \$5,000
 MAY 2007

CHECK DATE	VENDOR	CHECK NO.	CHECK AMOUNT	DESCRIPTION
MAY 2	AMERICAN ELECTRIC POWER	140673	\$9,304.22	UTILITIES
MAY 2	J.A. MAJORS	140717	\$7,449.75	INVENTORY
MAY 2	OSU EXTENSION-BROWN COUNTY	140746	\$6,115.67	SALARY
MAY 8	IBM	140884	\$12,480.00	MAINTENANCE
MAY 10	BANK OF NEW YORK TRUST COMPANY N.A.	140980	\$57,155.00	INTEREST
MAY 10	BUSH COMMERCIAL INTERIORS INC	140987	\$5,017.91	EQUIPMENT RENTAL
MAY 10	GLOBAL GOVERNMENT/EDUCATION SOLUTIONS	141004	\$5,535.90	EQUIPMENT
MAY 10	MID-AMERICAN CLEANING CONTRACTORS INC	141019	\$18,932.48	PROFESSIONAL FEES
MAY 17	AMERICAN ELECTRIC POWER	141408	\$10,415.71	UTILITIES
MAY 17	MODERN LEASING	141437	\$5,893.52	RENTAL
MAY 29	OSU EXTENSION-BROWN COUNTY	141595	\$6,115.67	SALARY
MAY 29	TIMES-GAZETTE/BROWN PUBLISHING	141599	\$10,323.12	PUBLICATIONS

TOTAL				\$154,738.95
				=====

SOUTHERN STATE COMMUNITY COLLEGE
 MONTHLY FINANCIAL STATEMENTS - EXHIBIT 6 OF 6
 DONATIONS MAY 2007

RECEIPT DATE	DONOR	CHECK AMOUNT	DESCRIPTION
MAY 3	AMERICAN LEGION	\$300.00	SCHOLARSHIP
MAY 7	SO OH EDUCATIONAL	\$334.00	SCHOLARSHIP
MAY 7	DONALD FENDER REALTOR	\$25.00	ABLE DONATION
MAY 9	VERIZON FOUNDATION	\$15,000.00	WORKFORCE DEVELOPMENT
MAY 18	BROWN CO HOSPITAL	\$2,500.00	SCHOLARSHIP
MAY 18	US TREASURY	\$262.00	SCHOLARSHIP
MAY 18	CHIEFS GROUP	\$500.00	SCHOLARSHIP
MAY 18	ORPHAN FOUNDATION OF AMERICA	\$260.00	SCHOLARSHIP
MAY 18	GREATER CIN FOUNDATION	\$834.00	SCHOLARSHIP
MAY 21	COLLEGE ADVANTAGE	\$100.00	SCHOLARSHIP
MAY 23	GREAT SCOT	\$40.19	ABLE DONATION
MAY 23	VICKI SNOW	\$100.00	ABLE DONATION
MAY 30	THE GREEN GLEN APARTMENTS	\$50.00	ABLE DONATION
MAY 30	COLLEGE ADVANTAGE	\$1,000.00	SCHOLARSHIP
TOTAL			\$21,305.19

SOUTHERN STATE COMMUNITY COLLEGE FOUNDATION
 BALANCE SHEET
 AS OF MAY 31, 2007 (unaudited)

ASSETS

Cash in Bank	164,932
Investments	
Cost Basis	2,163,757
Unrealized Gain	151,940

Market Value of Investments	2,315,697
Pledges Receivable	34,118
Other Assets	1,855
	=====
Total Assets	2,516,602

LIABILITIES AND NET ASSETS

LIABILITIES

Other Liabilities	-

Total Liabilities	-

NET ASSETS

Unrestricted	10,757
Temporarily Restricted	85,642
Permanently Restricted	2,420,203

Total Net Assets	2,516,602
	=====
Total Liabilities and Net Assets	2,516,602
	=====

SOUTHERN STATE COMMUNITY COLLEGE FOUNDATION
 FINANCIAL REPORT
 PERIOD ENDING MAY 31, 2007 (unaudited)

FUNDS	CONTRIBUTIONS	INVESTMENT RETURN	TRANSFER TO SSCC	BEGINNING FUND BALANCE	CURRENT FUND BALANCE
PERMANENTLY RESTRICTED:					
Col.Pommet Scholarship Fund	1,000	1,245	(500)	18,261	20,006
Fifth Third Bank Fund		1,965	(481)	29,148	30,632
Hodson Fund	3,089	2,929	(1,000)	44,841	49,859
Igo Fund	132	726	(500)	10,924	11,282
Jacobson Fund	-	643	(1,000)	10,715	10,358
Ladrach Fund	-	563	(500)	9,446	9,509
General Contribution Fund	-	11,779	(11,000)	195,056	195,835
Beck Fund	-	438	-	6,198	6,636
Hottle Nursing Scholarship Fund	-	708	(500)	10,108	10,316
Barthel Art Scholarship Fund	-	780	-	11,653	12,433
Daniels Fund	-	813	(500)	12,818	13,131
Stephen Bennet Scholarship Fund	-	875	(500)	13,388	13,763
Gene Worthington BCRW Fund	-	1,695	(1,000)	26,650	27,345
Douglas & Susan Seipelt Fund	5,442	2,543	(1,517)	33,142	39,610
Highland County Fund	-	11,394	(13,479)	160,898	158,813
Bagshaw Enterprises KFC Fund	-	434	(400)	6,195	6,229
Paul Neff Memorial Fund	-	1,615	(500)	23,086	24,201
Fender Scholarship Fund	5,000	1,599	(834)	20,310	26,075
Elmer & Helen Reed Fund	-	93,054	(48,023)	1,320,936	1,365,967
Joyce Fender Family Scholarship Fund	850	1,019	(500)	13,754	15,123
Pence Patron Arts	375	10,366	(2,500)	144,501	152,762
YouCan Fund	5,659	6,893	(7,500)	96,210	101,262
Elks Club Scholarship Fund	-	1,638	(667)	22,566	23,537
Dylan Philip Wilson Memorial Fund	-	986	-	13,423	14,421
Storer Endowment	-	459	1,100	5,025	6,584
Brett Wightman Memorial Scholarship Fu	-	144	(1,000)	2,284	1,428
Lawrence & Gale Dukes Fund	60,421	2,665	10,000		73,086
SUBTOTAL	81,988	160,000	(63,301)	2,261,536	2,420,203
TEMPORARILY RESTRICTED:					
Appalachian Gateway Fund	-	210	-	3,229	3,439
Fayette Co. Schol. Fund	1,000	1,855	(17,654)	30,510	15,711
Performing Arts Fund	-	7	-	133	140
Weastec Fund	5,000	843	(3,169)	8,267	10,941
Hillsboro Ford Warner Fund	6,500	558	(3,831)	8,896	12,123
Cassner Foundation Fund	18,000	1,360	(20,000)	24,918	24,278
Patriot Center Capital Improvement	1,900	392	(4,370)	7,007	4,929
Dare WCH Schol	1,000	99	(750)	1,733	2,082
Leadership Highland Schol. Fund	-	351	-	4,745	5,096
Betty Chandler Hospice of Hope	-	603	(2,700)	9,000	6,903
SUBTOTAL	33,400	6,278	(52,474)	98,438	85,642
UNRESTRICTED					
General Contribution Fund	33,131	1,104	(52,802)	29,324	10,757
SUBTOTAL	33,131	1,104	(52,802)	29,324	10,757
GRAND TOTAL	148,499	167,382	(186,577)	2,389,298	2,516,602

AGREEMENT FOR SERVICES BETWEEN SAO AND STATE AGENCY

This Agreement made by and between:

Southern State Community College

(the "Agency") and the Ohio Department of Administrative Services, General Services Division, Office of the State Architect, (the "Architect").

In consideration of the mutual promises herein contained, the Agency and Architect agree as set forth below.

ARTICLE 1 - STATEMENT OF BASIC SERVICES

- 1.1 The Architect shall provide basic services set forth in the scope of work, labeled Exhibit 1, which shall be considered to be incorporated by reference into this Agreement as if fully rewritten herein, for the following project:

SAO Project No. **322-2007-017**
Fayette Campus Renovations and Addition
Southern State Community College
1270 US Rte 62 South West
Washington Courthouse, (Fayette County) Ohio 41360

- 1.2 The Architect Basic Services consists of full professional services from preliminary evaluation through closeout activities and preparation of Record Drawings.
- 1.3 The Architect shall perform design services to provide the Agency the project within the Fixed Limit of Construction Cost, identified to be in the following amount:

\$3,000,000.00

ARTICLE 2 - CONSULTANTS

- 2.1 The following entities shall be considered consultants to the Architect and are included in the Architect's Basic Services:

Steed Hammond Paul Architects.

- 2.2 In the event that the Architect becomes dissatisfied with any of the consultants, the Architect shall be entitled to replace such consultant.

ARTICLE 3 - TIME OF PERFORMANCE

- 3.1 The Architect shall submit to the Agency a bar chart schedule which include the Architect's milestone dates and any construction milestone dates, and include time associated with Agency review periods.
- 3.2 The Architect shall develop a Distribution Matrix to establish which members of the project team shall receive copies of minutes, drawings, etc. The Architect will be responsible for all distribution of documents created by the Architect.

ARTICLE 4 - COMPENSATION

- 4.1 The Agency shall compensate the Architect for services as specified in the attached Exhibit I which shall be considered to be incorporated by reference into this Agreement as if fully rewritten herein. For change order work authorized by the Agency, the Architect shall be compensated at the rate of 8.5% of the additional construction cost and shall be paid upon issuance of change orders. There will be no fees allowed on approved change order processed as a result of errors and/or omissions on the part of the Architect.
- 4.2 Payments for Basic Services shall not exceed a Fixed Lump Sum Fee as follows:
- | | |
|--------------------|--------------|
| Fixed Lump Sum Fee | \$281,900.00 |
|--------------------|--------------|
- 4.3 It is expressly understood by the Architect that none of the rights, duties and obligations described in this Agreement shall be valid and enforceable unless the Director of Budget and Management first certifies that there is a balance in the Agency's appropriation not already obligated to pay existing obligations, as provided in Section 126.07, ORC.
- 4.4 If any Additional Services of Consultants are requested by the Agency, including other special Consultants, additional Structural, Mechanical, Electrical and Landscape Architectural services at a multiple of 1.2 times the amount billed to the Architect for such Additional Services.

ARTICLE 5 - CHANGE OR MODIFICATION

- 5.1 The Agency reserves the right to change the scope of work at any time. Such change in scope or additional work shall only be authorized if given in written form by the Agency. The Architect agrees to perform such changes in the work, but shall not commence work on the authorized changes until the Architect submits and receives Agency approval of the Architect's written proposal detailing the additional or changed scope of work and estimated fee required to perform such work.

ARTICLE 6 - AGENCY'S RESPONSIBILITIES

- 6.1 The Agency shall designate a representative who shall be authorized to act on the Agency's behalf with respect to the project.
- 6.2 The Agency shall provide all information available regarding requirements for the project, including available information regarding requirements for the project flexibility and expandability, special equipment and systems, and site requirements. The Agency shall furnish the Architect whatever reports and studies are in its possession from soil engineers or other consultants. The Architect shall examine such reports and determine if further studies or reports are necessary for the satisfactory completion of the Architect's work.
- 6.3 The Agency agrees to provide funding to support the Project costs as specified in Exhibit 1.

ARTICLE 7 - CONDITIONS OF AGREEMENT

- 7.1 This Agreement represents the entire agreement between the Agency and the Architect for all phases of design and construction through completion. The Agreement shall be binding on the Architect and Agency, their successors and assigns.
- 7.2 The Architect agrees to comply with applicable federal, state and local laws in the conduct of the work hereunder. The Agreement shall be governed, construed and enforced by and under the laws of the State of Ohio.
- 7.3 This Agreement may be terminated by the Agency upon seven (7) days written notice to the Architect. In the event of termination, the Architect shall be paid fees for services performed to termination date. Upon termination, the Architect shall deliver to Agency all reports and drawings which have been prepared by Architect as of the date of termination prior to payment.
- 7.4 Any publicity with respect to the project shall be under the control of Agency, provided that if and to the extent that publicity shall refer exclusively or primarily to the architecture of the project or to the person of the Architect, then such publicity shall be under the joint control of the Agency and the Architect.

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

AGENCY: SOUTHERN STATE
COMMUNITY COLLEGE

ARCHITECT, OFFICE OF
STATE ARCHITECT

By: Sherry A. Stout
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____

Name: Thomas R. Poulton

Title: _____

Title: Acting State Architect

Date: _____

Date: _____

EXHIBIT #1 – SCOPE OF SERVICES
ARCHITECTURAL SERVICES

Fayette Campus Renovations and Addition

Southern State Community College
1270 US Rte 62 South West
Washington Courthouse, Ohio 41360
SAO Project No. 322-2007-017

PROJECT DESCRIPTION

- 1) Verify the validity and completeness of the attached Program of Requirements (POR), developed by the college, against the Owner's current requirements, with respect to future expectations per the college's long-range plans.
- 2) Based on the above discovery, and with the College's agreement, construct a revised POR for this project that is supported by the construction budget.
- 3) Based on the POR developed above, and the direction of SAO and the Owner, provide architectural and engineering services to complete the determined scope of work.

CONSTRUCTION BUDGET:

- 4) The estimated construction cost is \$3,000,000.

REQUIRED SCOPE OF SERVICES:

B) **GENERAL**

- 1) The scope of professional services is as described in the SAO Standard Personal Services Agreement and as follows.
- 2) The successful Consultant will be required to utilize an executed SAO standard Personal Services Agreement.
- 3) In addition to weekly site visits at a total of twelve hours per week, allow for two site visits for final inspection and punch listing of the work to occur during completion of construction. Additional site visits required for the resolution of problems or disputes determined to be the responsibility of the Consultant may not be assessed against the required visits listed above.

C) BASIC SERVICES

1) General

- (a) Basic Services to be provided by the Consultant will consist of the six (6) phases set forth in Paragraphs 2) through 7), both inclusive, and include, without limitation, normal architectural, civil, structural, mechanical, electrical, and landscape design and engineering services for the Project, and any necessary signage and graphics and any services necessary to comply with the Percent for Arts Program under R.C. § 3379.10.

2) Predesign Phase (Program Validation)

- (a) Program of Requirements. The Consultant must provide a preliminary evaluation of the Owner's Program of Requirements, schedule and budget requirements, including the Construction Budget, each in terms of the other and in terms of the Technical Proposal.
- (b) Approved Program of Requirements and Revisions. The Consultant must prepare, date and sign a revised Program of Requirements, obtain the Owner's approval thereof and signature thereon and deliver a copy of the signed, approved revised Program of Requirements to the Department (the "Approved Program of Requirements"). If any changes or adjustments to the Approved Program of Requirements are desired at any time after the Approved Program of Requirements has been delivered to the Department, the Consultant must prepare a written amendment to the Approved Program of Requirements describing the changes or adjustments, obtain the Owner's approval thereof and signature thereon and deliver the amendment to the Department for review and consent. The Approved Program of Requirements, as amended from time to time, will determine the Scope of the Project.

3) Schematic Design Phase (Preliminary Drawings)

- (a) Review and Consultation. The Consultant must provide any necessary further evaluation or refinement of the Approved Program of Requirements and the schedule and budget requirements, must identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project and participate in consultations with such authorities and must, for renovation or remodeling, investigate existing conditions and verify the accuracy of information provided by the Owner about existing conditions, as reasonably necessary and practical.
- (b) Recommendations and Costs. The Consultant must review site use and improvements and alternative approaches to selection of materials, building systems and equipment with the Owner. The Consultant must provide recommendations on construction feasibility, availability of materials and labor, time requirements for construction and factors related

to the cost of the Project including costs of alternative designs or materials, preliminary budgets and possible economies.

- (c) Preliminary Life Cycle Analysis. In accordance with Section 123.011 of the Ohio Revised Code and Rule 123:4 of the Ohio Administrative Code, the Consultant must prepare and submit three (3) copies of alternative design concepts (minimum three) for a Preliminary Life Cycle Analysis to the Owner unless a different number is provided in the Technical Proposal or by the Owner in writing.
- (d) Schematic Design Documents. Based upon the current Approved Program of Requirements and the schedule and budget requirements, the Consultant must prepare Schematic Design Documents consisting of architectural drawings and other documents illustrating the scale of the Project and of the relationship of components of the Project to one another and of the Project to surrounding properties. Upon completion of the Schematic Design Phase for each phase of the Project, the Consultant must provide three (3) copies of the Schematic Design Documents to the Owner for review and written approval unless a different number is provided in the Technical Proposal or by the Owner in writing. The Consultant must revise the Schematic Design Documents to incorporate comments from the Owner. The Consultant must also submit one (1) copy of the Schematic Design Documents to the State Security Coordinator (Mr. Jake Fredendall, Department of Public Safety, 1970 West Broad Street, Columbus, Ohio 43223) for review and written comment. The Consultant must revise the Schematic Design Documents to incorporate the comments from the Owner and the comments from the State Security Coordinator, which have been reviewed and approved by the Owner.
- (e) Preliminary Cost and Schedule Estimates. Upon completion of the Schematic Design Phase for each phase of the Project or appropriate portion thereof, the Consultant must prepare and submit a Statement of Probable Construction Cost based on current area volume and other unit costs and a Preliminary Project Schedule, which must incorporate the Design Schedule, for approval of the Owner. The Consultant must review any difference between the Construction Budget and the Statement of Probable Construction Cost, identify reasons for any difference and recommend means to eliminate the difference, if necessary. The Consultant and the Owner must agree upon the means to eliminate any difference between the Construction Budget and the Statement of Probable Construction Cost, and the Consultant must prepare a report describing the agreed upon means.
- (f) Submittal to Department. The Consultant must complete a Design Review Acceptance form, attach a copy of the Preliminary Project Schedule, the Statement of Probable Construction Cost and any report prepared pursuant to Subparagraph (e) above to the form, obtain the Owner's approval of the

form and attachments and signature on the form and deliver the form and attachments to the Department for approval.

4) Design Development Phase (Basic Drawings)

- (a) Life Cycle Analysis. In accordance with Section 123.011 of the Ohio Revised Code and Rule 123:4 of the Ohio Administrative Code, the Consultant must prepare and submit three (3) copies of a Life Cycle Cost Analysis to the Owner unless a different number is provided in the Technical Proposal or by the Owner in writing.

- (b) Design Development Documents. Based on the approved Schematic Design Documents, the current Approved Program of Requirements, the approved Statement of Probable Construction Cost and the approved Preliminary Project Schedule, the Consultant must prepare Design Development Documents consisting of drawings, outline specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials, and such other essential elements as may be appropriate. Upon completion of the Design Development Phase for each phase of the Project, the Consultant must provide three (3) copies of the Design Development Documents to the Owner for review and written approval unless a different number is provided in the Technical Proposal or by the Owner in writing. The Consultant must revise the Design Development Documents to incorporate comments from the Owner.

- (c) Cost Estimate and Project Schedule. Upon completion of the Design Development Phase for each phase of the Project or appropriate portion thereof, the Consultant must prepare and submit a Detailed Estimate of Construction Cost and a Project Schedule indicating milestone completion dates for approval by the Owner. In establishing the Detailed Estimate of Construction Cost, the Consultant must include reasonable contingencies for design, bidding and price escalation and determine in conjunction with the Owner the materials, equipment, component systems and types of construction to be included in the Contract Documents. The Consultant must review any difference between the Construction Budget or the Statement of Probable Construction Cost and the Detailed Estimate of Construction Cost, identify reasons for any difference and recommend means to eliminate the difference, if necessary. The Consultant and the Owner must agree upon the means to eliminate any difference between the Construction Budget and the Detailed Estimate of Construction Cost, and the Consultant must prepare a report describing the agreed upon means. The Consultant must review any differences between the Preliminary Project Schedule and the Project Schedule, identify reasons for the differences and recommend whether the differences should be eliminated and, if necessary, means to eliminate the differences. If the Consultant and the Owner agree to eliminate any such differences, the Consultant must prepare a report describing the agreed upon means. The Consultant

and the Owner must make any necessary amendments to the Approved Program of Requirements in accordance with Subparagraph 2)(b).

- (d) Submittal to the Department. The Consultant must complete a Design Review Acceptance form, attach a copy of the Project Schedule, the Detailed Estimate of Construction Cost and any report prepared pursuant to Subparagraph (c) above to the form, obtain the Owner's approval of the form and attachments and signature on the form and deliver the form and attachments to the Department for approval.

5) Construction Documents Phase (Construction Drawings and Specifications)

- (a) Drawings and Specifications. Based on the current, approved Design Development Documents, approved Detailed Estimate of Construction Cost and approved Project Schedule and any further revisions to the Approved Program of Requirements, the Consultant must prepare, for approval by the Owner and the Department, Drawings and Specifications setting forth in detail the requirements for the construction of the Project. With the consent of the Owner, the Consultant will include Alternates in the Contract Documents. The Drawings and Specifications must encourage competition, must provide for construction by multiple prime contractors and must be reasonably complete and unambiguous and in accordance with all applicable codes, ordinances, statutes, laws, regulations, except to the extent stated otherwise in writing by the Consultant for necessary variances and waivers at the time of submission thereof by the Consultant to the Owner and the Department for approval and to any Contractor for bidding or negotiation, as applicable. In preparing the Drawings and Specifications, the Consultant must consider general market conditions. The Consultant may not amend the Standard Conditions except by Special Conditions approved by the Department in writing. From time to time, the Consultant will make any necessary revisions to the Drawings and Specifications. Upon completion of design for each phase of the Project, the Consultant must provide three (3) copies of the Drawings and Specifications to the Owner, and two (2) copies of the Construction Documents only to the Department for review and approval. The Consultant must revise the Drawings and Specifications to incorporate comments from the Owner and the Department.
- (b) Revisions to Cost Estimate and Project Schedule. The Consultant must inform the Owner and the Department of the need for any changes in Project requirements or in construction materials, systems or equipment as the Drawings and Specifications are developed and of the need for any adjustments in the Detailed Estimate of Construction Cost and the Project Schedule. Upon approval of the Owner and the Department of any such changes or adjustments, the Consultant will prepare a revised Detailed Estimate of Construction Cost or a revised Project Schedule, as applicable, incorporating such changes or adjustments. The Consultant must complete a Design Review Acceptance form, attach a copy of the revised

Detailed Estimate of Construction Cost or the revised Project Schedule, as applicable, obtain the Owner's signature thereon and deliver the form and attachments to the Department.

- (c) Bidding Documents. The Consultant will assist the Department in the preparation of documents necessary for bidding of Contracts, including without limitation bidding information and instructions, estimates of cost, Notices to Bidders, Bid Forms and Special Conditions.
- (d) Government Approvals. The Consultant must submit to the Division of Code Compliance of the Department of Commerce of the State (the "Division"), such sets of the Drawings and Specifications as the Division may require for approval, together with any necessary completed applications and all required fees. The Consultant must secure any necessary National Pollution Discharge Elimination System Storm Water General Permit by submitting a notice of intent application form to the Ohio Environmental Protection Agency at least forty-five (45) days prior to the commencement of the Construction Phase, must prepare and certify a storm water pollution prevention plan to provide sediment and erosion controls at the Project and must prepare and process the required notice of termination prior to Contract Completion. In addition, the Consultant will assist the Department, including without limitation, by provision of technical criteria, provision of written descriptions and design data and consultations with appropriate officials in connection with filing of documents required for the approval of governmental authorities having jurisdiction over the Project.
- (e) Additional Filings. Upon Department of Commerce/Division of Construction Compliance's approval of the Construction Document Drawings and Specifications, the Consultant will obtain four (4) sets of corrected copies of the Drawings and Specifications bearing approval stamps of the Division. The Consultant will distribute such corrected copies as follows:
 - One set to the Owner,
 - One set to the Lead Contractor or Construction Manager when determined,
 - One set retained by the Consultant, and
 - One set to the Department attached to a completed Design Review Acceptance form with the Owner's approval of the form and signature thereon.
- (f) In addition, the Consultant must file any Drawings and Specifications necessary for the approval of any other governmental authority which has jurisdiction over the Project.

- 6) Bidding and Award Phase (Bidding Assistance and Recommendation)
 - (a) Obtaining Bids. The Consultant will render interpretations and clarifications of the Contract Documents in Addenda.
 - (b) Prebid Conferences. The Consultant must conduct prebid conferences with prospective Bidders to familiarize Bidders with the Contract Documents, any special requirements of the Contract Documents, and equal employment opportunity, prevailing wage, EDGE Program, Drug Free Workplace Program, and other requirements, as necessary. The Consultant must respond to all questions from the prebid conference(s) by preparing and issuing one or more written Addendum, which may include minutes of the prebid conference(s).
 - (c) Bid Packages. The Consultant must obtain all necessary prevailing wage determinations and must include them in packages of the Contract Documents. The Consultant will assemble the Contract Documents into appropriate packages and must distribute the packages to prospective Bidders, the Department, the Owner and other appropriate persons, including without limitation any applicable local or regional plan room organizations.
 - (d) Bid Review. The Consultant must review all bids received for responsiveness, participate in investigating the responsibility of Bidders and deliver a written recommendation to the Department about the award of, or rejection of, any bid or bids for each Contract for the Project in accordance with applicable law. In making the recommendation, the Consultant must evaluate all applicable Alternates referenced in the Contract Documents.
 - (e) Bid Substitutions. Substitutions contained in the bid of any Bidder must not be considered by the Consultant in recommending the award of any Contract.
 - (f) Pre-award Conferences. The Consultant must conduct pre-award conferences with apparently successful Bidders and must gather documentation for contract execution from such Bidders. Upon the failure of a Bidder to provide such documentation in a timely manner, the Consultant must assist the Department in considering whether an extension of time for submitting such documentation is appropriate.
 - (g) Subcontractor and Material Supplier Review. The Consultant, based upon review of the Contract Documents, any past experience and reasonable inquiry, will participate in investigating any Subcontractor or Material Supplier proposed by any Contractor and recommend approval or disapproval in accordance with the Standard Conditions.

- (h) Over Budget Options. If the Construction Budget is exceeded by the total of the lowest responsive and responsible bids and any legally negotiated prices for the Project, the Department and the Owner may, at their option (1) approve in writing an increase in the Construction Budget; (2) authorize rebidding or renegotiation for some or all parts of the Project within a reasonable time without an increase in the Construction Budget; (3) abandon the Project, in whole or in part, and terminate this Agreement in accordance with Subparagraph 8.1.2 or Subparagraph 8.1.4, as applicable; or (4) cooperate in the revision of the Scope of the Project as defined in Subparagraph 2.2.2 to reduce the actual cost of construction to the Construction Budget. If the Department and the Owner adopt option (1) and such increase in the Construction Budget is more than ten percent (10%), the Consultant may request, in writing, an adjustment to the Basic Fee in accordance with Subparagraph (h). If the Department and the Owner adopt options (2), (3) or (4), the Consultant must modify the Approved Program of Requirements, the Project Schedule and the Contract Documents and cooperate in any necessary bidding or negotiation without additional charge.
- (i) Further Revisions to Cost Estimate and Project Schedule. If necessary, the Consultant must inform the Department and the Owner of the need for any adjustments in the Detailed Estimate of Construction Cost and the Project Schedule. Upon approval of the Department and the Owner of any such adjustments, the Consultant must prepare a revised Detailed Estimate of Construction Cost or a revised Project Schedule, as applicable, incorporating such adjustments, obtain the Owner's signature thereon and deliver the signed, revised Detailed Estimate of Construction Cost or Project Schedule to the Department.
- (j) Conformed Construction Documents Required. During the entire phase, the Consultant must incorporate all Addenda information into the Construction Documents; and, between date that the department issues a Notice of Intent to Award for the first construction contract for the project and the effective date of the first construction contract Notice to Proceed, the Consultant must provide updated construction documents that conform in every regard to the documents originally issued for bidding purposes plus the all of the information in all project addenda (e.g., Conformed Construction Documents) and issue the Conformed Construction Documents to the successful bidder(s) upon award of their respective contracts.
- The Contractor(s) will remain responsible to provide all labor, materials and services required by the Conformed Construction Documents.

7) Construction Phase (Administration of Construction)

- (a) Duration; Extent, Access. The Construction Phase will commence with the award of a Contract for the Project to a Contractor and will terminate upon Final Acceptance of the Project by the Department. The Consultant will provide its services during the Construction Phase in accordance with the Standard Conditions in effect as of the date of this Agreement. The Consultant must at all times have access to the Project whenever any Work is in preparation or in progress.
- (b) Interpretations. The Consultant must render interpretations necessary for the proper execution or progress of the Work on the Project. All interpretations must be in writing, must be consistent with the intent of and reasonably inferable from the Contract Documents and must be delivered to the Department, the Owner and each applicable Contractor.
- (c) Investigation of Conditions for Renovation or Remodeling. For renovation and remodeling, the Consultant must, as portions of the Project become accessible and as reasonably necessary, investigate existing conditions and verify the accuracy of information provided by the Owner about existing conditions.
- (d) Site Visits. The Consultant and appropriate Consultants must visit the Project at appropriate intervals, or at such intervals as the Consultant and the Department agree, to review the Work of each Contractor for Defective Work, to become familiar with the progress and quality of the Work on the Project and to determine if the Work is proceeding in conformity with the Contract Documents. Such visits must specifically include, without limitation, those listed in the Technical Proposal, observation of large excavations, observation of footings during placement of concrete and observation of masonry work, structural steel erection, roofing work and interior finishes. In all events, the Consultant and appropriate Consultants must be on the site of the Project for such purposes not less than 12 hours per week whenever any Work is in preparation or progress, unless otherwise expressly provided in writing by the Department. If the Consultant becomes aware, either through such visits or otherwise of any Defective Work on the Project, the Consultant must report all Defective Work to the Department and the Owner, together with recommendations for the correction thereof, and must notify any applicable Contractor to correct such Defective Work.
- (e) Progress. The Consultant will record the progress of the Project and provide written reports to the Department and the Owner on a monthly basis unless otherwise agreed in writing. Such reports must include, without limitation, information on each Contractor's Work, as well as completion status on the entire Project, showing percentages of completion. This Subparagraph can not, and will not be deemed to,

require the Consultant to undertake any of the Contractor's Responsibilities.

- (f) Construction Schedule. The Consultant must review and approve for conformance with the Contract Documents the Construction Schedule, provide a copy of the Construction Schedule and schedule of submittals to the Department and the Owner and incorporate the Construction Schedule and schedule of submittals into the Project Schedule. The Consultant will periodically inform the Department and the Owner of the need to update the Project Schedule as required to show current conditions, including without limitation, to conform to the Construction Schedule, as updated from time to time.
- If such conditions indicate that milestone completion dates shown on the Project Schedule may not be met, the Consultant must recommend corrective action to the Department and the Owner and carry out the directions of the Department so that the milestone completion dates may be met, unless the Department and the Owner agree in writing to revise the milestone completion dates. Whenever the Project Schedule is revised or updated as provided in this Subparagraph, the Consultant must prepare a revised Project Schedule, obtain the Owner's signature thereon and deliver the revised Project Schedule to the Department.
- (g) Meetings. The Consultant must schedule, conduct and participate in preconstruction, progress, quality control and special meetings with the Department, the Owner, appropriate Consultants, the Contractors and any other parties involved in the Project to discuss such matters as procedures, progress, problems and scheduling. The Consultant must prepare and distribute minutes of all such meetings to the Department, the Owner, the Contractors and any other parties involved. The Consultant must participate in partnering meetings with the Department, the Owner, appropriate Consultants, the Contractors and other parties involved in the Project.
- (h) Tests, Inspections. The Consultant must advise and consult with the Department during the Construction Phase as to the perceived need or actual need for any unanticipated special testing, inspections or approval of Work on the Project. The Consultant must notify the appropriate Contractor in writing to order any necessary special testing, inspections or approval of Work on the Project, or the Consultant may make the arrangements for same. The Consultant must report to the Department any failure of the Contractor to provide such testing, inspections or approval within thirty (30) days of the notice to the Contractor. The Consultant must arrange for reimbursement from the Contractor in case the Contractor is ultimately responsible to pay the costs of such testing, inspections or approval as provided in the Standard Conditions. If the Contractor is not ultimately responsible to pay such costs, the Consultant must be reimbursed for such costs in accordance with Section 5.2.

- (i) **Submittal Review.** As provided in the Standard Conditions, the Consultant must review and approve or take other appropriate action upon Contractor submittals such as Shop Drawings, Product Data and Samples, for conformity with the Contract Documents and must review drawings, calculations and designs required of Contractors and provided with such submittals (except calculations and designs of manufacturers of original equipment and systems to be installed in the Project and except calculations and designs which the Contract Documents expressly make the sole responsibility of one or more Contractors, Subcontractors, Material Suppliers or other persons).
- (j) **Bulletins; Certain Change Orders.** The Consultant must prepare Bulletins and other necessary documentation seeking Proposals from Contractors for potential and proposed changes in the Work. The Consultant must keep a log of all Requests For Information, Field Work Orders, Bulletins, Contractor Proposals and Change Orders. The Consultant must prepare Bulletins, Field Work Orders, Change Orders, and any necessary Drawings, Specifications and other documents and supporting data for Change Orders which result from an error or omission of the Consultant or a Consultant as shown by the Change Order form or which relate to the addition of an Alternate to the Work of one or more Contractors or the settlement of a dispute with one or more Contractors as shown by the Change Order form.
- (k) **Project Costs.** The Consultant must monitor Project cost accounting records on Work performed by Contractors under unit costs, actual costs for labor and materials, or other appropriate basis and afford the Department and the Owner access to these records at all times.
- (l) **Contractor Payments.** Based upon the Consultant's review of the applicable Work and evaluations of the applicable Contractor's Applications for Payment, the Consultant must review and approve, modify or reject the amounts shown on such Applications as being due to the applicable Contractor in accordance with the Contract Documents. Each Application for Payment must be signed by the Consultant and delivered to the Department or the Owner, as applicable.
- (m) **Partial Occupancy.** The Consultant must assist the Department and the Owner in determining dates of Partial Occupancy of the Work or portions thereof designated by the Owner and must assist in obtaining any necessary certificate from any applicable government authority. The Consultant must prepare lists of incomplete or unsatisfactory Work and schedules for the completion or correction thereof for each Contract.
- (n) **Contract Closeout.** Upon receipt of a Contractor's Punch List, the Consultant must provide written notice to the Department and the Owner that the Work is ready for Final Inspection, notify the Contractor of

acceptance or rejection of the request for Final Inspection, conduct the Final Inspection, prepare an Consultant's Punch List, if applicable, and prepare and process a Certificate of Contract Completion in accordance with the Standard Conditions. Upon Contract Completion, the Consultant will receive, review for conformity with the requirements of the Contract Documents and transmit to the Department any affidavits and turn over to the Owner any keys, manuals and the originals of any guarantees, warranties, releases, bonds and waivers. The Consultant must transmit a copy of any guarantees, warranties, releases, bonds and waivers to the Department.

- (o) Contractor Claims. The Consultant must review Contractor claims for equitable adjustment and must deliver a written recommendation to the Department and the Owner about each claim and attend any dispute resolution meetings convened by the Department related to each claim.
- (p) Record Drawings. Based on marked-up prints, drawings or data provided by the Contractors, the Consultant must furnish to the Owner one (1) set of Record Drawings in the form of reproducible Drawings correctly marked to show the Project as completed in the form of mylar tracings, one (1) set of all other Contract Documents showing the Project as completed in the form of paper documents and one (1) set of all Contract Documents showing the Project as completed on a computer medium approved by the Owner. The Record Drawings, to the best of the Consultant's knowledge based upon the As-Built Drawings delivered to the Consultant by the Contractors and the Consultant's observations during the progress of the Project, must detail the actual construction of the Project and contain such annotations by the Consultant as may be necessary for someone unfamiliar with the Project to understand the changes that were made to the original Drawings.
- (q) Contractor Responsibilities. The Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, procedures or scheduling used by a Contractor to comply with the Contractor's obligations under its Contract for the Project or for safety precautions and programs in connection with the Work on the Project. The Consultant will not be responsible for or have control or charge over the acts or omissions of Contractors or Subcontractors or any of their agents or employees, or any other persons performing any Work on the Project.

2) ADDITIONAL SERVICES

A) General

- 1) The following services are not included in Basic Services. The Consultant may provide the following services as Additional Services only when identified in the Consultant's Proposal and approved in writing by the

Department in consultation with the Owner. The following services will be paid as provided in this Agreement in addition to payment for the Basic Services; however, the Consultant may not be compensated for any of the following services made necessary by any act or omission of the Consultant or any Consultant to the Consultant. Unless waived by the Department in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

2) Special Inspections Required by Ohio Building Code.

- (a) The Special Inspections indicated in Chapter 1704 of the Ohio Building Code, 2005 edition and later as modified by proper authority, are not included as Basic Services; however, the Consultant must provide the Special Inspections and be paid for such as Additional Services in the event such Special Inspections are required as a condition of the Plans Approval issued by the Building Authority having jurisdiction for the project.
- (b) The Consultant must include in its Proposal the name or names of the Consultants it intends to use for all Special Inspections that would be reasonably anticipated for the project and must provide a Schedule of Fees for Typical Services for each Consultant. The Consultant may include a negotiated markup for the Consultant services used.
- (c) The Consultant must employ a Consultant properly licensed to perform the required Special Inspections and all related testing services. The Consultant must provide to the Department at the address requested, one copy, issued concurrently, of all reports and recommendations provided to or for the Consultant and the Building Official.
- (d) The Consultant may not be compensated for any such services made necessary by the act or omission of the Consultant or any Consultant of the Consultant.

3) Quality Assurance (QA) Testing.

- (a) The following services are not included as Basic Services, however, the Consultant may provide such Services when so incorporated as a part of the Consultant's Proposal attached and made a part of this Agreement.
- (b) Such services must be paid under the Agreement as Additional Services; however, the Consultant may not be compensated for any services made necessary by the act or omission of the Consultant or any Consultant of the Consultant. The Consultant must include in its Proposal the name or names of the Consultants it intends to use for all Special Inspections and all Quality Assurance Testing that would be reasonably anticipated for the project and must provide a Schedule of Fees for Typical Services for each

Consultant. The Consultant may include a negotiated markup for the Consultant services used.

(c) The Consultant must employ a Consultant properly licensed to provide the required testing and inspections and all related services. The Consultant must provide to the Department at the address requested, one copy, issued concurrently, of all reports and recommendations provided to or for the Consultant.

(d) Examples of QA Testing and Reporting

- Geotechnical Analysis: Sampling and analysis of soils and hydrologies, and subsequent reporting and recommendations, upon which architectural and engineering designs may be based. Applicable to Construction Phase observation, testing, and reporting of soils conditions, including testing for types and quality of fill material and its installation, compaction, soil density testing, caission borings inspections, cut and fill monitoring, etc..
- Environmental Testing and Analysis: Sample and analysis of existing conditions or materials for any of a variety of environmental materials, including hazardous materials and suspected hazardous materials, and subsequent reporting.
- Concrete: Test for general quality, such as: slump, air entrainment, cylinder test, core test, swiss hammer.
- Masonry: Includes such testing as prism tests, mortar cube, grout tests, water infiltration.
- Structural Steel, Reinforcing Steel, Welding, Bolts and Connections. Includes any testing and reporting of any type of steel, including those listed above.
- HVAC Systems and Controls: Includes testing and balancing of any or all HVAC components including controls systems.
- Plumbing and Piping: Includes testing and water, waste, and vent piping and process piping and Consultant reporting.
- Air and Water Testing and Balancing: Includes testing and balancing of various pneumatic and hydronic piping and Consultant reporting.
- Other (i.e., Medical Gases testing, Lead Shielding, etc.)

B) Provide additional services during any of the Project Phases as may be requested, in writing, by the State Architect's Office subject to approval of reasonable adjustments to the Consultant's Agreement.

**Program of Requirements
Fayette Campus Renovations and Additions**

Southern State Community College
1270 US Rte 62 South West
Washington Courthouse, Ohio 41360
SAO Project No. 322-2007-017

Addition of 15,000 sf to include

Chemistry Lab	1100	sf
Biology Lab	900	sf
Prep Lab	500	sf
Classroom	800	sf
Classroom	800	sf
Classroom	800	sf
Classroom	800	sf
Community Room	2600	sf
200 approx. occupancy		
Office	150	sf
Office	150	sf
Office	150	sf
Office	150	sf
Seminar	150	sf
Seminar	150	sf
Restroom	400	sf
Restroom	400	sf
Sub-Total	10,000	sf
Walls/Mechanical/Circulation/Lobby	5000	sf
Total	15,000	sf

Renovations to the 20,000 sf existing building

Modifications to accommodate addition(s) 500 sf

SOUTHERN STATE COMMUNITY COLLEGE

Agenda Item VII
FY2008 Budget

Board of Trustees
June 15, 2007, Meeting

SOUTHERN STATE COMMUNITY COLLEGE
 FISCAL YEAR 2007 - 2008
 GENERAL FUND - PROPOSED BUDGET

REVENUE	
STATE SUBSIDY	\$ 5,233,103
STUDENT FEES	7,015,241
GRANTS & CONTRACTS	824,329
OTHER INCOME	300,000
TOTAL REVENUE	<u>\$ 13,372,673</u>
EXPENDITURES	
INSTRUCTIONAL	\$ 6,610,430
RESEARCH	2,563
COMMUNITY SERVICE	40,997
ACADEMIC SUPPORT	1,819,259
STUDENT SERVICES	1,621,489
INSTITUTIONAL SUPPORT	1,516,275
PLANT OPERATIONS	1,546,660
SCHOLARSHIPS	315,000
TOTAL EXPENDITURES	<u>\$ 13,472,673</u>
SURPLUS/(DEFICIT)	(100,000)
AUXILIARY TRANSFER	100,000
ANNUAL SURPLUS/(DEFICIT)	\$ -