

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

AGENDA

Meeting of the Board of Trustees



Monday, December 6, 2010

Call to order: 5:00 p.m.

[Followed by Public Comments/Closed Session]

Reconvene Open Session: 6:30 p.m.

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

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

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

Board of Trustees

Donald P. Wagner – President, Nancy M. Padberg - Vice President, Marcia Milchiker – Clerk
Thomas A. Fuentes, William O. Jay, David B. Lang, John S. Williams, Eve Shieh – Student Trustee
Gary L. Poertner - Chancellor



Meeting of the Board of Trustees

December 6, 2010

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call To Order

1.2 Public Comments

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

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- A. Public Employee Appointment, Employment, Evaluation of Performance, Discipline, Dismissal, Release (GC Section 54957)
 - 1. Public Employee Discipline, Dismissal (4)
- B. Conference with Labor Negotiators (GC Section 54957.6)
 - 1. SOCCCD Faculty Association
 - a. Agency Designated Negotiator: David Bugay, Ph. D.
 - 2. California School Employees Association (CSEA)
 - a. Agency Designated Negotiator: David Bugay, Ph. D.
 - 3. Police Officers Association (POA)
 - a. Agency Designated Negotiator: David Bugay, Ph. D.
- C. Conference with Real Property Negotiators (GC Section 54956.8)
 - 1. Property located at former Marine Corps Air Station, Tustin, portions of Property known as Tustin Legacy Agency Designated Negotiator: David Bugay, Ph. D.; Consideration of terms of possible property exchange with County of Orange
 - 2. ATEP: Property located at 15101 Redhill Avenue, Tustin, CA; Agency Designated Negotiator: Hudson Pacific Properties and CB Richard Ellis with \$9.2 million on Price and Conditions.
- D. Conference with Legal Counsel (GC Section 54956.9)
 - 1. Existing Litigation (GC Section 54956.9[b]) (1 case)
Westphal v. Wagner'
 - 2. Anticipated Litigation/Significant Exposure to Litigation (3 cases)
(GC Section 54956.9[b][1] and [b][3][A])

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 Nancy Padberg

2.4 Administration of Oath of Office to New and Re-Elected Trustees

2.5 Annual Organizational Meeting and Facilities Corporation Meeting

- A. Election of Officers
- B. Appointment of Secretary and Assistant Secretary
- C. Appointment of Trustee Representatives
- D. Establishment of Regular Meeting Dates
- E. Establishment of Agenda Planning Calendar
- F. Approval of Agenda Format
- G. Special Meeting of the Board of Directors, Facilities Corporation.

2.6 Resolutions/Presentations/Introductions

Resolution: John Williams, Member, Board of Trustees

2.7 Public Comments

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

3.0 REPORTS

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

- A. Board Reports
- B. Chancellor's Report
- C. Board Request(s) for Report(s)

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 special meeting and regular meeting held on November 17, 2010.
- 5.2 **Saddleback College: Study Abroad Program to Santander, Spain**
Approve the Saddleback College study abroad program: Spanish Language Studies in Santander, Spain in the summer of 2011 and direct the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the Travel and Education for coordinating all travel agreements.
- 5.3 **Saddleback College: Spring 2011 Community Education Programs**
Approve the Community Education courses, presenters, and compensation as presented.
- 5.4 **Saddleback College: Donated Equipment**
Approve the donation of three personal computers to the Epiphany Center, a shelter for women and children.
- 5.5 **Saddleback College: Simulation Equipment for Health Sciences**
Approve award of bid for Simulation Equipment to Laerdal Medical Corporation for a total amount of \$168,951.89.
- 5.6 **Irvine Valley College: Sub-Award Grant Acceptance from Coast Community College District**
Approve the Coast Community College District sub-award grant for \$6,800.00 funded through the California Community Colleges Chancellor's Office for its Business Industry Collaborative.
- 5.7 **Irvine Valley College: Employment Training Panel Application**
Approve the ETP Application Package, allowing TFP to submit the training application to the State on behalf of IVC.
- 5.8 **Irvine Valley College: Energy Service Agreement Amendment No. 1**
Approve amendment to Performance Based Energy Savings Agreement assigned to Chevron Energy Solutions Company.
- 5.9 **SOCCCD: Amendment to Blackboard Mobile Contract**
Approve amendment to Blackboard contract for mobile services for students for a total amount not to exceed \$97,120.00.

- 5.10 **SOCCCD: Authorized Signature List of Board of Trustees' Designees to Approve Documents and Contracts**
Approve authorizing individuals.
- 5.11 **SOCCCD: Budget Amendment: Adopt Resolution No. 10-21 to Amend 2010/2011 Restricted General Fund**
Adopt resolution to amend the adopted budget.
- 5.12 **SOCCCD: Purchase Order/Confirming Requisitions**
Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P11-02410 through P11-02612 amounting to \$3,020,171.50 and confirming requisitions dated October 27, 2010 through November 12, 2010 totaling \$28,949.06
- 5.13 **SOCCCD: Payment of Bills**
Approve check no. 097659 through 098183, processed through Orange County Department of Education, totaling \$2,072,753.09; and check no. 010008 through 010016, processed through Saddleback College Community Education, totaling \$7,343.48; and checks no. 008784 through 008788, processed through Irvine Valley College Community Education, totaling \$25,072.33.
- 5.14 **SOCCCD: Transfer of Budget Appropriations**
Ratify transfer of budget appropriations as shown.
- 5.15 **SOCCCD: Authorization of Payment to Student Trustee Absent from Board Meeting**
Adopt resolution authorizing payment to Student Trustee.
- 5.16 **SOCCCD: Trustees' Requests for Attending Conferences**
Approve the Trustees' requests for attending conferences.
- 5.17 **SOCCCD: November 2010 Contracts**
Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 **SOCCCD: Acceptance of District Annual Audit Report: 2009-2010**
Accept report for review and study.
- 6.2 **SOCCCD: Hillpointe/Promenade Apartments: Administer Ground Lease Agreement and Approve Assignment and Assumption of the Lease to MG Properties Investment Real Estate**
Approve motion for authorization to the Chancellor or his/her designee to execute all documents necessary to carry out the terms of the assignment and assumption.

- 6.3 **SOCCCD: Contracts with Neudesic, LLC for Software Development, System Audits, and Emergency Support**
Approve contracts for additional SIS and Data Warehouse features as well as business continuity services for a total of \$1,170,000.00
- 6.4 **SOCCCD: BP 1400 Code of Ethics for Members of the Board of Trustees, BP 3450 Traffic and Parking Regulations, BP 4009 Drivers for College-Sponsored Activities, BP 4201.3 Re-Employment of Classified Personnel, BP 4203 Sick Leave for Educational Administrators and Classified Management Personnel, BP 5627 Student Participation in Governance and BP 6122 Challenge of Adopted Instructional Materials**
Approve Board Policies as presented.
- 6.5 **SOCCCD: Board Policy Revision: BP-4306-Calendar, BP-4420-Enrollment Fee Reimbursement for Employees, BP-5618-Credit by Examination-Specific Course Credit, BP-5800-Prevention of Identity Theft in Student Financial Transactions, BP-5620-College Level Examination Program (CLEP), BP-6170-Counseling, BP-6180-Career and Technical Educational Program Advisory Committees, BP-5621-English Equivalency Examination**
Accept for Review and Study
- 6.6 **SOCCCD: Academic Personnel Actions – Regular Items**
Approve New Personnel Appointments, Academic Temporary Part-Time/Substitute Staff, Change in Administrative Position Title, Change of Status, Administrator Contract Extension, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Leave of Absence, Resignation/Retirement/ Conclusion of Employment, Change on Academic Administrator Salary Schedule.
- 6.7 **SOCCCD: Classified Personnel Actions – Regular Items**
Approve New Personnel Appointments, Authorization to Eliminate Classified Position and/or Position Numbers, Change of Status, Classified Bilingual Stipend, Additional Compensation, Out of Class Assignments, Leave of Absence, Resignation/Retirement/Conclusion of Employment, Volunteers.
- 6.8 **SOCCCD: Claim Against the District: Kathleen Schrader**
Recommendation to reject Kathleen Schrader’s claim and refer it to the District’s insurance administrator for processing.
- 6.9 **SOCCCD: Land Exchange with the County of Orange – Memorandum of Understanding**
Approve/Ratify the Memorandum of Understanding.

- 6.10 **Saddleback College: Amended 2011-2012 Faculty Request List**
Approve the announcement and recruitment of the replacement of the Matriculation Coordinator/Counselor faculty position.
- 6.11 **SOCCCD: Resolution In Support of Expedited Implementation of SB 1440**
Approve Resolution which expresses the intent to expedite approval of degrees in order to have SB 1440 fully implemented by Fall 2011.

7.0 **INFORMATION ITEMS**

- 7.1 **Saddleback College: Speakers**
A listing of speakers for events and/or classes at Saddleback College.
- 7.2 **SOCCCD: Basic Aid Report**
Projected receipts and approved projects.
- 7.3 **SOCCCD: Facilities Plan Status Report**
Status of current construction projects.
- 7.4 **SOCCCD: Monthly Financial Status Report**
Report is as of October 31, 2010.
- 7.5 **Irvine Valley College: Community Education Program**
Report submitted as requested.

8.0 **WRITTEN REPORTS**

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

- A. President, Saddleback College
- B. President, Irvine Valley College
- C. Provost, ATEP
- D. Associated Student Governments of SC
- E. Associated Students of IVC
- F. Saddleback College Academic Senate
- G. Irvine Valley College Academic Senate
- H. Faculty Association
- I. California School Employees Association
- J. Saddleback College Classified Senate
- K. Irvine Valley College Classified Senate
- L. District Services Classified Senate
- M. Police Officers' Association

9.0 ADDITIONAL ITEMS

9.1 SOCCCD: Resolution Establishing Procedure for Appointment of Provisional Board Member

Approve Resolution No. 10-25 establishing the procedure for the appointment of a provisional board member as shown in Exhibit A.

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

RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

DECEMBER 6, 2010

JOHN S. WILLIAMS
BOARD OF TRUSTEES

Whereas, John S. Williams has served on the Board of Trustees since 1992 and during his tenure been elected by fellow trustees to serve as President, Vice President and Clerk of the Board; and

Whereas, John W. Williams has contributed to the quality of higher education in Orange County by representing our District on the Orange County Community Colleges Legislative Task Force and the Orange County Schools Boards Association; and

Whereas, John S. Williams contributed to a constructive dialog of higher education at the state and national level by serving on the Legislation and Finance Commission and the Trustee and Staff Development Commission of the Community College League of California and as a panelist in the National Futures Assembly Conference for Community Colleges; and

Whereas, John S. Williams was a member of the second graduating class of Saddleback College and continued to actively support the College as a member of the Foundation Board of Governors and as a volunteer track and field coach; and

Whereas, due to the leadership of John S. Williams and the Board of Trustees our District has achieved some of its greatest accomplishments in a forty-three year history such as: reaching an enrollment of twenty-five thousand full time equivalent students; all time level of capital construction and renovation; a board policy setting a seven and one half percent reserve; retirement of all debt; and being one of the first districts in the state to fully fund its retiree liability; therefore,

Be it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby express their deepest appreciation to John S. Williams for his eighteen years of dedication to faculty, staff and administrators throughout our district and enduring commitment to generations of students attending Saddleback College and Irvine Valley College.

Nancy M. Padberg, Vice President

Marcia Milchiker, Clerk

Thomas A. Fuentes, Member

William O. Jay, Member

David B. Lang, Member

T.J. Prendergast, III

Gary L. Poertner, Chancellor

Eve Shieh, Student Member



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

BACKGROUND

The provisions of Education Code Section 72000 require the Governing Board of each school and community college district to hold an Annual Organizational Meeting within a prescribed 15-day period. The Orange County Department of Education notified South Orange County Community College District that the 15-day period for 2010 is December 3 through December 17, 2010.

STATUS

This year, the Annual Organizational Meeting of the Board of Trustees will be held on December 6, 2010, for the purpose of electing officers of the Board (Exhibit A), appointing a secretary and an assistant secretary of the Board (Exhibit B), appointing Trustee representatives to various committees and organizations (Exhibit C), establishing regular Board meeting dates and times (Exhibit D) establishing an agenda planning calendar (Exhibit E), and approving the Board meeting agenda format (Exhibit F), and to hold a Special Meeting of the Board of Directors of the Facilities Corporation.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees take separate action on Exhibits A through G in order to comply with the requirements of the Annual Organizational Meeting, and to hold a Special Meeting of the Board of Directors of the Facilities Corporation.

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



**SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT**

**ANNUAL ORGANIZATIONAL MEETING OF THE
BOARD OF TRUSTEES**

DECEMBER 6, 2010

**RONALD REAGAN BOARD OF TRUSTEES ROOM, ROOM 145, HEALTH
SCIENCES/DISTRICT OFFICES BLDG.**

SADDLEBACK COLLEGE, 28000 MARGUERITE PARKWAY, MISSION VIEJO, CA 92692

AGENDA

CALL TO ORDER OF ANNUAL ORGANIZATIONAL MEETING

1. ANNUAL ORGANIZATIONAL MEETING

It is recommended that the board take action on each of the items in Exhibits A through G in order to comply with the requirements of the Annual Organizational Meeting.

EXHIBIT A. Election of Officers

EXHIBIT B. Appointment of Secretary and Assistant Secretary

EXHIBIT C. Appointment of Trustee Representatives

EXHIBIT D. Establishment of Regular Meeting Dates and Times

EXHIBIT E. Establishment of Agenda Planning Calendar

EXHIBIT F. Approval of Agenda Format

**RECESS TO SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT FACILITIES CORPORATION MEETING**

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ELECTION OF OFFICERS OF THE BOARD OF TRUSTEES

It is recommended that the board nominate and elect a president, vice president and clerk to a term of office extending until the date of the next annual organizational meeting.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**APPOINTMENT OF SECRETARY AND ASSISTANT SECRETARY
TO THE BOARD OF TRUSTEES**

It is recommended that Gary L. Poertner be appointed to the office of Secretary, and that David Bugay be appointed to the office of Assistant Secretary.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

APPOINTMENT OF TRUSTEE REPRESENTATIVES FOR 2011

Representative to the Nominating Committee to the Committee on School District Organization (1) and Alternate Representative (1)

District's Political Action Representative to the Orange County School Boards Association (1)

Liaison to Orange County Community College Trustees Association (1)

Representative to the Orange County Legislative Task Force (1) and Alternate Representative (1)

Representative to the Orange County Transportation Authority: Stakeholders Working Group for South Orange County Major Investment Study (1)

REGULAR MEETINGS OF THE BOARD OF TRUSTEES

Ronald Reagan Board of Trustees Room, Room 145
Health Sciences/District Offices Bldg.,
Saddleback College

January 2011 through December 2011

MONDAY, JANUARY 31

MONDAY, FEBRUARY 28

MONDAY, MARCH 28

MONDAY, APRIL 25

MONDAY, MAY 23

MONDAY, JUNE 27

MONDAY, JULY 25

MONDAY, AUGUST 29

MONDAY, SEPTEMBER 26

MONDAY, OCTOBER 24

WEDNESDAY, NOVEMBER 16

MONDAY, DECEMBER 5
(Regular and Organizational Meeting)

Unless otherwise posted, the time of Board of Trustees' meetings will be as follows:

Open Session convened, followed by adjournment to Closed Session	5:00 p.m.
Open Session reconvened	6:00 p.m. or 6:30 p.m.
Adjournment	by 9:00 p.m.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

2011 BOARD AGENDA PLANNING CALENDAR

PROPOSED BOARD MEETING DATES	ITEMS FOR CONSIDERATION
Monday, January 31	CCCT Nomination New Curriculum (presented throughout the year as needed) Study Abroad Program (presented throughout the year as needed) Out-of-State Travel for Students (presented throughout the year as needed) Sabbatical Leave Recommendations Institutional Memberships Nonresident Fees
Monday, February 28	Instructional and Student Material/Lab Fees, Summer, Fall and Spring Semesters (share) Tenure Review Academic Senate Curriculum Review Report (share) Community Education Programs, Summer Sessions (share)
Monday, March 28	Commencement Speakers (share) CCCT Election 2009-10 College Curriculum Revisions for Catalogs Orange County Teacher of the Year Selection (share)
Monday, April 25	Outstanding Classified Employee Service Award presentation Classified Employees Week Resolution
Monday, May 23	Annual Accreditation Reports (share) 2009-10 Child Development Center Fees (share) Faculty Stipend Approvals, Summer and Fall Semester District/Colleges/ATEP Mission Statements (share) Five-Year Construction Plan – Information
Monday, June 27	Gann Limitation Worksheet Adoption of Tentative District Budget Adoption of Tentative IVC and SC Student Government Budgets (share) Five-Year Construction Plan – Approval Establishment of District Goals Board of Trustees' Self-Evaluation and Evaluation of Chancellor Community Education Programs, Fall Semester (share)
Monday, July 25	Institutional Memberships
Monday, August 29	Adoption of Final District Budget Adoption of Final IVC and SC Student Government Budgets (share)

Exhibit E

Monday, September 26	Total Expenditures Report of Faculty Stipends for Previous Academic Year (share) Resolutions for Teachers of the Year
Monday, October 24	Proposed New Faculty Positions (share)
Wednesday, November 16	Academic Calendar (Review and Study) Acceptance of District Audit Report Nonresident Fees (Information Item) Community Education Programs, Spring Semester (share) Faculty Stipend Approvals, Spring Semester Chancellor and Presidents Present Evaluations of Academic Administrators
Monday, December 5	Academic Calendar (Approval) Board of Trustees Organizational Meeting Facilities Corporation Annual Meeting Renewal or Noticing of Administrators' Contracts



Meeting of the Board of Trustees

[put date here]

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call To Order

1.2 Public Comments

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

RECESS TO CLOSED SESSION

RECONVENE OPEN SESSION: 6:00 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 Invocation

2.3 Pledge of Allegiance

2.4 Resolutions / Presentations / Introductions

2.5 Public Comments

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

3.0 REPORTS

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

- A. Board Reports
- B. Chancellor's Report
- C. Board Requests for Reports

4.0 DISCUSSION ITEMS

4.1 Scheduled Discussion Item

4.2 Additional Discussion Item

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.

6.0 GENERAL ACTION ITEMS

6.1 Academic Personnel Actions

6.2 Classified Personnel Actions

6.3 Other Action Items

7.0 REPORTS

7.1 Information Reports

8.0 WRITTEN REPORTS

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

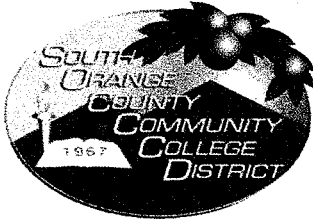
- A. President, Saddleback College
- B. President, Irvine Valley College
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- F. Saddleback College Academic Senate

- G. Irvine Valley College Academic Senate
- H. Faculty Association
- I. California School Employees Association
- J. Saddleback College Classified Senate
- K. Irvine Valley College Classified Senate
- L. District Services Classified Senate
- M. Police Officers' Association

9.0 ADDITIONAL ITEMS

- 9.1 Items submitted late for Board approval

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



**SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT**

**FACILITIES CORPORATION
SPECIAL MEETING OF THE BOARD OF DIRECTORS
DECEMBER 6, 2010**

**RONALD REAGAN BOARD OF TRUSTEES ROOM, ROOM 145,
HEALTH SCIENCES/DISTRICT OFFICES BLDG.
SADDLEBACK COLLEGE, 28000 MARGUERITE PKWY., MISSION VIEJO, CA 92692**

AGENDA

CALL TO ORDER

1. ELECTION OF DIRECTORS AND OFFICERS

The President recommends that the Board of Directors elect the same persons holding membership on the South Orange County Community College District Board of Trustees as directors of the South Orange County Community College District Facilities Corporation, to a term of office extending until the date of the next annual organizational meeting.

The President further recommends that the Board of Directors elect a president, vice president, secretary, and treasurer to a term of office extending until the date of the next annual organizational meeting.

RECESS TO BOARD OF TRUSTEES' MEETING

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

Minutes from :

November 17, 2010 Special Meeting of the Board of Trustees (Exhibit A)
November 17, 2010 Regular Meeting of the Board of Trustees (Exhibit B)

are submitted to the Board for review and approval.

Item Submitted by: Gary Poertner, Chancellor

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF TRUSTEES**

November 17, 2010

CALL TO ORDER: 4:55 p.m.

The Open Session of the Special Meeting of the Board of Trustees was called to order by Vice President Padberg at 7:00 p.m.

PRESENT

Members of the Board of Trustees:

Donald P. Wagner, President
Nancy M. Padberg, Vice President
Marcia Milchiker, Clerk
Thomas A. Fuentes, Member
William O. Jay, Member
David B. Lang, Member
John S. Williams, Member

Administrative Officers:

Dixie Bullock, Acting Chancellor
David Bugay, Vice Chancellor, Human Resources
Robert Bramucci, Vice Chancellor, Technology and Learning Services
Glenn Roquemore, President Irvine Valley College
Randy Peebles, Provost, ATEP

ABSENT:

Eve Shieh, Student Member

Members of the public were given the opportunity to address the Board on items to be discussed in Open Session.

The Board discussed the date for the December 2010 Regular and Organizational meeting of the Board of Trustees. The meeting will take place on Monday, December 6, 2010 starting at 5:00 p.m.

On a motion made by Trustee Fuentes and seconded by Trustee Padberg the special meeting was adjourned at 5:05 p.m.

Dixie Bullock, Acting Secretary

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
NOVEMBER 17, 2010

PRESENT

Members of the Board of Trustees:

Donald P. Wagner, President
Nancy M. Padberg, Vice President
Marcia Milchiker, Clerk
John S. Williams, Member
Thomas A. Fuentes, Member
William O. Jay, Member
David B. Lang, Member
Eve Shieh, Student Member

Administrative Officers:

Dixie Bullock, Acting Chancellor
Robert Bramucci, Vice Chancellor, Technology and Learning Services
David Bugay, Vice Chancellor, Human Resources
Tod Burnett, President Saddleback College
Glenn Roquemore, President Irvine Valley College
Randy Peebles, Provost, ATEP

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

- 1.1 Call To Order
- 1.2 Public Comments Members of the public may address the Board on items listed to be discussed in closed session. Speakers are limited to two minutes each.

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

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

1. Public Employee Appointment, Employment (2)
 - a. Chancellor

2. Public Employee Discipline, Dismissal (6)

B. Conference with Labor Negotiators (GC Section 54957.6)

1. SOCCCD Faculty Association

- a. Agency Designated Negotiator: David Bugay, Ph. D.

2. California School Employees Association (CSEA)

- a. Agency Designated Negotiator: David Bugay, Ph. D.

3. Police Officers Association (POA)

- a. Agency Designated Negotiator: David Bugay, Ph. D.

4. Unrepresented Employee - Chancellor

- a. Agency Designated Representative: Donald Wagner, Board President

C. Conference with Real Property Negotiators (GC Section 54956.8)

1. ATEP: Property located at 15101 Redhill Avenue, Tustin, CA; Agency Designated Negotiator: Hudson Pacific Properties and CB Richard Ellis with \$9.2 million on Price and Conditions.

D. Conference with Legal Counsel (GC Section 54956.9)

1. Existing Litigation (GC Section 54956.9[b]) (1 case) Westphal v. Wagner'

2. Anticipated Litigation/Significant Exposure to Litigation (2 cases) (GC Section 54956.9[b][1] and [b][3][A]) \

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

- 2.1 Actions Taken in Closed Session
On a 7-0 vote the board regrettably approved notice of release for Acting Chancellor Dixie Bullock.
On a 7-0 vote the board rejected the Government Tort Claim of Michelle Anstadt.
- 2.2 Invocation Led by Trustee Dave Lang
- 2.2 Pledge of Allegiance Led by Trustee Marcia Milchiker
- 2.3 Resolutions / Presentations / Introductions
- 2.4 Public Comments Members of the public may address the Board on any item on the agenda at this time or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at this time. Speakers are limited to two minutes each.

3.0 REPORTS

- 3.1 Oral Reports: Speakers are limited to two minutes each.
 - A. Board Reports
 - B. Chancellor's Report
 - C. Board Request(s) for Report(s)

4.0 DISCUSSION ITEM

- 4.1 Saddleback College and Irvine Valley College: Accountability Reporting for the Community Colleges A presentation on performance indicators for Saddleback College and Irvine Valley College.

Dr. Nicole Ortega, SC Research and Planning Analyst, and Christopher Tarman, IVC Research and Planning Analyst, led a discussion on the colleges' performance indicators in the Accountability Reporting for the Community Colleges (ARCC). AB1417 requires that the ARCC performance indicators be discussed with the Board of Trustees.

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 Wagner requested Item 5.8 on the Consent Calendar be pulled for separate action. On a motion duly made by Trustee Lang and seconded by Trustee Williams the remaining items were approved on a 7-0 vote.

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

Approve minutes of a regular meeting held on October 25, 2010.

5.2 **Saddleback College: Forensics Team Out of State Travel**

Approve the participation of the Saddleback College Forensics Team and their coaches in the Phi Rho Pi National Tournament in Greenwich, Connecticut, at a cost not to exceed \$24,050.

5.3 **Saddleback College: Letter of Agreement**

Approve the agreement between Yosemite Community College District, the Child Development Training Consortium, and Saddleback College.

5.4 **Saddleback College: Substitution of Subcontractor:
James B. Utt Memorial Learning Resource Center Renovation:
K&Z Cabinets**

Approve removal of Pars Industries, Inc. and approve its substitution by K&Z Cabinets.

5.5 **Saddleback College: Change Order No. 1 and Notice of Completion: Fine Arts Repairs and Exterior Finishes**

Approve change order request decreasing the contract amount by \$17,358.00. Total revised contract amount is \$376,567.00. Authorize the filing of the Notice of Completion and recommend the release of retention.

5.6 **Irvine Valley College: Out-Of-State Travel - Student Dance Festival**

Approve the Associated Students of Irvine Valley College (ASIVC) out-of-state travel request for a Co-Curricular Dance conference. There is no impact to general funds.

5.7 **Irvine Valley College: Curriculum Revisions for the 2011- 12 Academic Year**

Approve proposed changes in curriculum for the 2011-12 academic year.

5.8 Saddleback College and Irvine Valley College: Spring 2011 Community Education Programs

Approve Community Education courses, presenters, and compensation for Spring 2011.

On a motion made by Trustee Lang and seconded by Trustee Williams this item passed on a 6-0 vote with Trustee Wagner abstaining.

5.9 Saddleback College: Speakers

Approve honoraria for speakers at Saddleback College.

5.10 SOCCCD: Award of Bid: Janitorial Supplies

Award bid for janitorial supplies in the amount of \$112,882.00 to vendors as listed.

5.11 SOCCCD: Transfer of Budget Appropriations

Ratify transfer of budget appropriations as shown.

5.12 SOCCCD: Budget Amendment: Adopt Resolution No. 10-20 to Amend 2010/2011 Restricted General Fund

Adopt resolution to amend the adopted budget.

5.13 SOCCCD: Purchase Order/Confirming Requisitions

Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P11-02082 through P11-02409 amounting to \$3,340,137.22. Approve Confirming requisitions dated October 6, 2010 through October 26, 2010 totaling \$55,114.27.

5.14 SOCCCD: Payment of Bills

Approve check no. 096978 through 097658, processed through the Orange County Department of Education, totaling \$3,827,981.31; and check no. 009992 through 010007, processed through Saddleback College Community Education, totaling \$35,518.63; and check no. 008780 through 008783, processed through Irvine Valley College Community Education, totaling \$1,224.00.

5.15 SOCCCD: October/November 2010 Contracts

Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

6.1 Irvine Valley College: Sub-Award Grant from U.S. Department of Labor Employment & Training Administration (DOLETA)

Approve the U.S. Department of Labor Employment & Training Administration (DOLETA) funded sub-award grant for \$530,000.00 that will permit IVC to perform and deliver valuable training to unemployed, dislocated, and incumbent workers in Orange County. This Community Based Job Training Grant (CFDA 17.269) is to be initiated on November 18, 2010 and scheduled to conclude on June 30, 2013.

On a motion made by Trustee Williams and seconded by Trustee Jay, this item passed on a 7-0 vote.

6.2 Irvine Valley College: Reorganization in Two College Areas

Approve the reorganization in the areas of the Performing Arts Center and the Facilities and Maintenance Operations. Funding has been identified and is available in the college general budget.

On a motion made by Trustee Milchiker and seconded by Trustee Williams, this item passed on a 7-0 vote.

6.3 Saddleback College and Irvine Valley College: 2011-12 Faculty Hiring

Approve the announcement and recruitment of new full-time faculty for the 2011-2012 academic year.

On a motion made by Trustee Williams and seconded by Trustee Padberg, this item passed on a 7-0 vote.

6.4 SOCCCD: Board Policy Revision: BP-1400 Code of Ethics for Members of the Board of Trustees, BP-3450 Traffic and Parking Regulations, BP-4009 Drivers for College-Sponsored Activities, BP-4201.3 Re-Employment of Classified Personnel, BP-4203 Sick Leave for Educational Administrators and Classified Management Personnel, BP-5627 Student Participation in Governance and BP-6122 Challenge of Adopted Instructional Materials Discussion/Approval.

On a motion made by Trustee Jay and seconded by Trustee Milchiker, the Board Policies were approved on a 7-0 vote.

6.5 **SOCCCD: Board Policy Revision: BP-3700 Instructional and Course Material Fees**

Approve board policy as presented.

On a motion made by Trustee Williams and seconded by Trustee Jay, this item passed on a 7-0 vote.

6.6 **SOCCCD: Academic Personnel Actions - Regular Items**

Approve New Personnel Appointments, Authorization to Establish and Announce Academic Administrative Position, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Leave of Absence.

Administration pulled items A.1.a and B.1. On a motion made by Trustee Padberg and seconded by Trustee Milchiker, the remaining items passed on a 7-0 vote.

6.7 **SOCCCD: Classified Personnel Actions - Regular Items**

Approve New Personnel Appointments, Authorization to Eliminate Classified Position and/or Position Numbers, Authorization to Establish and Announce a Classified Position, Authorization to Change a Classified Position, Change of Status, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Volunteers.

Administration pulled items B.1. , C.2., and E.1.b. On a motion made by Trustee Williams and seconded by Trustee Milchiker, the remaining items passed on a 7-0 vote.

6.8 **SOCCCD: Employment Agreement - Gary L. Poertner, Chancellor**

Consider and approve contract of Gary L Poertner as Chancellor, South Orange County Community College District.

On a motion made by Trustee Williams and seconded by Trustee Padberg this item passed on a 7-0 vote.

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 IVC.

7.2 **SOCCCD: Basic Aid Report**

Report on projected receipts and approved projects.

7.3 **SOCCCD: Facilities Plan Status**

Report Status of current construction projects.

7.4 **SOCCCD: Quarterly Investment Report**

This report is for the quarter ending on September 30, 2010.

7.5 **SOCCCD: Quarterly Financial Status Report**

Report for information and review.

7.6 **SOCCCD: Academic Year 2011-2012 Non-Resident Tuition Fees for Foreign & Out-of-State Students**

Information provided as advanced notice and based on current information. A recommendation will be submitted to the Board of Trustees in January 2011.

8.0 **WRITTEN REPORTS**

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

- A. President, Saddleback College
- B. President, Irvine Valley College
- C. Provost, ATEP
- D. Associated Student Governments of SC
- E. Associated Students of IVC
- F. Saddleback College Academic Senate
- G. Irvine Valley College Academic Senate
- H. Faculty Association
- I. California School Employees Association
- J. Saddleback College Classified Senate
- K. Irvine Valley College Classified Senate
- L. District Services Classified Senate
- M. Police Officers' Association

9.0 **ADDITIONAL ITEMS**

ADJOURNMENT (or continuation of closed session if required): **8:55 P.M.**

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Study Abroad Program to Santander, Spain

ACTION: Approval

BACKGROUND

Saddleback College is committed to providing high quality education and a full range of cultural activities for students. In the past, the College has offered similar courses, which have been conducted in many countries of the world by expert faculty who provide academic course work in conjunction with cultural travel experiences. The college has conducted very successful study abroad programs during the summer semesters in Santander, Spain since 1994. Study abroad programs are authorized under Education Code 72640.

STATUS

The Liberal Arts and Learning Resources Division at Saddleback College proposes to offer the study abroad program: Spanish Language Studies in Santander, Spain during the summer 2011 semester from July 1 to August 1, 2011. The program will be organized and arranged by Travel and Education (T&E) for a fee of \$5,450 per student at a cost of \$170 per day for 20-24 students, \$5,150 per student at a cost of \$161 per day for 25-29 students, or \$5,060 at a cost of \$158 per day for 30 or more students. Saddleback College solicited six bids for this program: AIFS, CAPA, CEA Global Education, ISA, NRCSA, and T & E. T & E is the only travel vendor able to provide the services that meet our criteria. The details of the program are summarized in the Narrative in Exhibit A and the Study Abroad Program Information Summary in Exhibit B. The required Educational Tour/Field Study Contractor Agreement is provided in Exhibit C, which includes evidence of liability insurance of not less than \$5,000,000. The proposal from T&E is included in Exhibit D. Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund. The current travel warnings issued by the U.S. Department of State in Exhibit E does not include Spain.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program: Spanish Language Studies in Santander, Spain in the summer of 2011 as summarized in Exhibit B, and directs the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the Travel and Education for coordinating all travel agreements in Exhibit C.

Item Submitted By: *Dr. Tod A. Burnett, President*

Study Abroad Narrative
Santander, Spain, Summer 2011

Saddleback College has offered the Santander, Spain Study Abroad Program for over 18 consecutive years. In summer 2011, a group of 20 to 45 students and an on-site full-time faculty advisor will study Spanish language, culture, and history from July 1 through August 1. The faculty advisor will accompany the students on both their arrival and departure flights.

Students will enroll in a minimum of 8.25 units of Saddleback courses and will attend classes Monday through Saturday as well as six pre-departure lectures on culture, art, and civilization. Professors at Colegio Miguel de Unamuno will teach the courses, adhering to Saddleback's course outlines. The faculty advisor will teach one of the seven courses offered: Spanish 20A, Civilization of Spain Through 1898, as well as supervise the required language labs. The faculty advisor will also be present at Colegio Miguel de Unamuno, Monday through Friday, from 8:00 a.m. to 2:00 p.m. to supervise the curriculum and advise students. The Program includes more than 40 weekly hours of instruction in addition to Sunday excursions to cultural and historic sites.

Accommodations for the students are in approved home stays, including meals. The faculty advisor will be provided a one bedroom apartment and is responsible for meals and the cost of utilities. All accommodations are within easy walking distance from Colegio Miguel de Unamuno.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

STUDY ABROAD PROGRAM INFORMATION SUMMARY

1. PROGRAM									
Location/Destination:		Santander, Spain			First Trip: Yes:		No:		X
Dates: From:		7/1/11		To:		8/1/11		Total No. of Days: 32	
Partner Name (Academic Institution):				Colegio Miguel de Unamuno					
Address:		Calle Cisneros 79D, Santander, Spain							
Contact Person:		Alfredo Miguel de Pablo			Telephone No.:		(011) 0034696-932973		
Description of Institution:		College							
Includes:	Accredited Instruction		Yes:	X	No:				
	Transfer College Units		Yes:	X	No:				
	Orientation		Yes:	X	No:				
	Books/Supplies		Yes:	X	No:				
	Tutors		Yes:	X	No:				
	Weekend Study Activities		Yes:	X	No:				
	Food		Yes:	X	No:				
	Transportation		Yes:	X	No:				
Lodging		Yes:	X	No:					
Other:		Medical and travel insurance, as well as \$5,000,000 liability coverage with SOCCCD, phone card with 200 minutes for calls to US, mobile phone which includes a local Spanish cell number, and \$80 for expenses in Madrid (tapas),							
Does Not Include: (Examples: Local Transportation at home; Personal Items, etc.)		Fees exclude passport or visa fees, meals other than those indicated on the itinerary, personal expenses, SOCCCD tuition or administrative fees, additional fieldtrips or excursions required by the SOCCCD faculty, fees and fuel charges (\$450-\$500) on airfare, \$125 refundable damage deposit, and anything not specified.							
Other:		Single supplement of \$200 for homestay accommodations in Santander.							
2. FACULTY									
Lead Faculty Name:		Carmenmara Hernandez-Bravo (8 OSH)							
Coordinates Trip:				Yes:	X	No:			
If No, Explain:									
Travels to Site:				Yes:	X	No:			
Dates: From:		7/1/11		To:		8/1/11			
Teaching Assignment at Program Site:				Yes:	X	No:			
Dates: From:		7/4/11		To:		7/29/11			
Requires Substitute at IVC and/or SC?				Yes:		No:	X		
Unpaid Faculty Exchange:				Yes:		No:	X		
If Yes, Faculty Name(s) Required:									
Assignments to be Covered:									
Course No.:	Course Title:			Date(s)			Time(s)		
SPAN 20B	Civilization of Spain 1898 to Present			7/2/11 – 7/31/11			M – F, 6 – 10 p.m. & Sat, 9 a.m. – 1 p.m.		
Other:									

3. COURSE(S) OFFERED AT PROGRAM SITE							
Course No.:	Course Title:						No. of Units
SPAN 1	Elementary Spanish						5
SPAN 2	Elementary Spanish						5
SPAN 3	Intermediate Spanish						5
SPAN 4	Intermediate Spanish						5
SPAN 6	Intermediate Spanish Grammar & Composition						3
SPAN 10	Intermediate Conversational Spanish						3
SPAN 20A	Civilization of Spain Through 1898						3
SPAN 999A	Spanish Language Lab						.25
SPAN 999B	Spanish Language Lab						.25
4. STUDENTS							
Minimum number of students required to make program:						20	
Minimum number of units:						8.25	
Maximum number of units:						11.25	
If this is a repeat program site, what is the average number of units taken per student?						8.25	
Other							
5. COSTS							
Student:							
Contracted cost per student: \$5,150 25-29 students or \$5,060 30 or more students						\$ 5,450.00	
Average cost per day: <i>(It costs approximately \$13,000 per year for a student to reside in South Orange County and attend SOCCCD.)</i>						\$ 170.31	
College:							
Additional costs to the District?		Yes:		No:	X		
If Yes Explain:							
Cost of substitute pay if instruction is also receiving salary for courses at IVC and/or SC during the same period of time.						\$ N/A	
Other Costs						\$ 0	
6. OTHER ACTIVITIES NOT PART OF THE COURSE(S) (ATTACHMENTS)							
Excursions, field trips, tours, and extra curricular activities							
7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8 a.m.							
9 a.m.	Language	Language	Language	Language	Language	Civilization,	Excursions
10a.m.	Classes	Classes	Classes	Classes	Classes	Classes	
11a.m.							
12 Noon							
1 p.m.							
2 p.m.							
3 p.m.							
4 p.m.							
5 p.m.							
6 p.m.	Civilization,	Civilization,	Civilization,	Civilization,	Civilization,		
7 p.m.	Culture & Art	Culture & Art	Culture & Art	Culture & Art	Culture & Art		
8 p.m.	Classes	Classes	Classes	Classes	Classes		
9 p.m.							
10 p.m.							
Exceptions to weekly schedule:		Optional extra curricular activities during non-instructional periods					
8. ATTACHMENTS							
<ol style="list-style-type: none"> 1. Vendor Proposal 2. Travel Warnings 3. Consular Information Sheet 							

9. REQUIRED SIGNATURES

C. M. Zawo
Lead Faculty Member

Oct 7, 10
Date

C. M. Zawo
Department Chair

Oct 7, 10
Date

Chi-O'la
Division/School Dean

11/17/10
Date

Vice President, Instruction

Date

College President

Date

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

EDUCATIONAL TOUR/FIELD STUDY
TRAVEL CONTRACTOR AGREEMENT
GENERAL TERMS AND CONDITIONS

Spanish Language Studies in Santander, Spain, Summer 2011

This Agreement is made this 6th day of December, 2010 between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California (“DISTRICT”) and Travel and Education (T&E) (“TRAVEL CONTRACTOR”) located at 111 S. Independence Mall, East #860, Philadelphia, PA 19106 and is for the limited purpose of providing travel arrangements for the Educational Tour/Field Study Trip described on the Exhibits to this Agreement labeled “SPECIFIC TRIP DETAILS.”

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

1. **INSTRUCTIONAL SERVICES** – District shall arrange for and provide all instructional services, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pre-trip student orientation, lectures (staff and guest), student supervision, instruction by Trip Instructor and evaluation for said Educational Tour/Field Study Trip.
2. **TRAVEL SERVICES** – TRAVEL CONTRACTOR shall arrange for and provide all transportation and lodging for the Educational Tour/Field Study Trip, the details of which TRAVEL CONTRACTOR shall specify on the Exhibit to this Agreement labeled “SPECIFIC TRIP DETAILS.” Said Exhibit shall be prepared by TRAVEL CONTRACTOR and submitted to DISTRICT for written approval and acceptance by DISTRICT as part of this Agreement. In the event of a conflict between the terms and conditions of any of the SPECIFIC TRIP DETAILS set forth in such Exhibit and the terms and conditions set forth in this Agreement, the General Terms and Conditions set forth in this Agreement shall prevail.
3. **PROMOTIONAL MATERIAL** – TRAVEL CONTRACTOR may prepare and provide at its own expense additional promotional material, which material

must have the written approval of the DISTRICT administrator responsible for the activity before publication and distribution to the participants of the Educational Tour/Field Study Trip. Such material shall prominently display the statement: "Instructional Activities provided by Saddleback College or Irvine Valley College." All travel arrangements are the responsibility of TRAVEL CONTRACTOR."

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

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

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

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

5. **RESTRICTION ON TRIP PARTICIPATION** – All Educational Tour/Field Study Trip participants shall be registered in the course related to the Educational Tour Field Study. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE TOUR PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN AN EDUCATIONAL TOUR/FIELD STUDY TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION.” Prior to the departure of any Educational Tour/Field Study Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all Educational Tour/Field Study Trip participants, showing name, address, emergency contact and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Educational Tour/Field Study Trip.

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

7. **INDEMNIFICATION** – TRAVEL CONTRACTOR shall protect, hold harmless, indemnify, and defend DISTRICT (including its trustees, officers and employees) from any and all liability as defined in this Paragraph. For purposes of this Agreement, liability means any and all claims, demands, losses, causes of action, suits, or judgments of any and every kind (including reasonable attorney’s fees) that any person (including but not limited to Educational Tour/Field Study Trip participants or TRAVEL CONTRACTOR’S employees), or such person’s heirs, executors, administrators or assigns may have against the DISTRICT, arising out of

or in connection with TRAVEL CONTRACTOR'S activities under this Agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim including but not limited to claims based on TRAVEL CONTRACTOR'S failure or refusal to perform in accordance with this Agreement, that results from any cause other than the sole negligence of the DISTRICT.

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

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

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

either commencing the trip or requires the participant's early return from the trip.

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

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

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

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

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

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

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

16. **NOTICE** – Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time

of personal delivery to the signatory of the appropriate party named below, or upon mailing by certified or registered mail three days after the date of such mailing.

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

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

TRAVEL CONTRACTOR

DISTRICT

Travel and Education (T&E)

South Orange County Community College District

Date: _____

Date: _____

By: _____
Alfredo Miguel de Pablo

By: _____
Dr. David Bugay

Title: President

Title: Acting Vice Chancellor of Business Services, SOCCCD

Address: 111 S. Independence, East #860
Philadelphia, PA 19106

Address: 28000 Marguerite Parkway
Mission Viejo, CA 92692

Phone No.: (866) 559-0235

Phone No.: (949) 582-4347



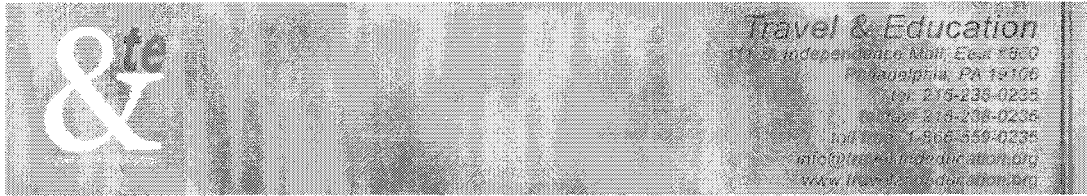
TRAVEL & EDUCATION

PROPOSAL 4 WEEK PROGRAM – SUMMER 2011/ SANTANDER SADDLEBACK COLLEGE - SOCCCD

Departure from US: Friday, July 1st, 2011
Arrive in Madrid: Saturday, July 2nd, 2011
Transfer to Santander: Sunday, July 3rd, 2011
Transfer to Madrid: Sunday, July 31st, 2011
Departure from Madrid: Monday, August 1st, 2011

PROGRAM COMPONENTS INCLUDED IN THE STUDENT FEE:

- A transportation package consisting of international airfare (Santa Ana/John Wayne airport or LAX – Madrid – Santa Ana/John Wayne airport or LAX) with one stop and round-trip transfers overseas between the airport and the hotel in Madrid.
- 1 night in Madrid on arrival: hotel in Madrid (triple occupancy) with breakfast; Tapas tour
- Group transfers by private bus from Madrid to Santander.
- Welcome and Farewell Receptions.
- Accommodation in Santander in homestays (2 students per homestay sharing a double room).
- Three meals per day in homestays, 7 days per week, plus a weekly laundry service in the homestay (additional washes may be arranged with the homestay family for an extra cost).
- An orientation program in Santander consisting of an orientation meeting with a **T&E** representative, local area information.
- Spanish language classes to be held at the Colegio Miguel de Unamuno for five hours per day, Monday through Friday (100 hours of coursework).
- All of the necessary class materials (textbooks, photocopies and classroom handouts as well as complementary folder).
- Guided visits of Santander with entrance fees included
- Excursions to Santillana del Mar and Comillas, Valle del Pas and Bilbao and Picos de Europa. All excursions will include the services of an English-speaking tour guide, all entrance fees to museums and a luxury tour bus (Viajes Altamira).
- Various cultural activities in the visited cities, guitar and cooking classes once a week
- Group transfer at the end of the program from Santander to Madrid and overnight in Madrid (triple occupancy) with breakfast included.
- Access to the student computer lab located at the Colegio Miguel de Unamuno with free e-mail, printing and internet facilities.
- \$50 non-refundable application fee.
- \$80 USD per student for expenses in Madrid (tapas)
- Medical insurance for up to \$1,000,000 Health Insurance Benefit per student.
 - Accident and Sickness Insurance Benefits

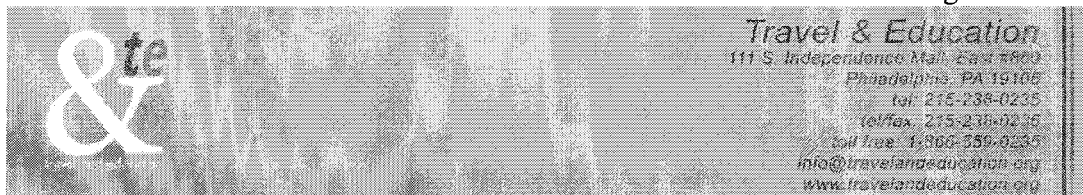


- Emergency Medical Evacuation Benefit
 - Repatriation of Remains Benefit
 - Emergency Reunion Benefit
 - 24 hour International Emergency Assistance
-
- Local medical insurance coverage which includes coverage for accidents while traveling between locations and during scheduled activities.
 - Travel insurance for each student includes trip cancellation and trip interruption.
 - \$5,000,000 liability coverage with SOCCCD named as co-insured for the duration of the program.
 - Phone card with 200 minutes for calls to the US for each student.
 - Mobile phones provided for each student which includes a local Spanish cell number with an initial credit of 5/10 € and free incoming local calls.
 - Accounting / billing services in the U.S.
 - Pre-departure information services and a toll-free contact number in the U.S.
 - Promotional materials including our full color comprehensive "T&E Acceptance and Orientation Packet".
 - Advance planning services offered by our T&E office in Philadelphia and in Spain (including tutoring services)

FACULTY BENEFITS INCLUDED IN THE STUDENT FEE:

Faculty support services (target enrollment **20 students** with 1 faculty member) as listed below:

- Roundtrip flights between Los Angeles and Madrid on the scheduled group flight.
- T&E can arrange air travel for faculty companions if they are traveling on the standard group flight. Since airfares change frequently, the cost cannot be determined until the ticket has been booked. Faculty will be billed for any companion tickets and they must be paid for in advance of planned travel. If, for any reason, a faculty member no longer requires an issued ticket, cancellation notification must reach T&E by March 29th 2011, and s/he will need to pay a \$200 cancellation fee. After this date, the ticket is non-refundable and faculty will be responsible for the entire cost. Faculty may charge tickets to a major credit card.
- T&E will provide the SOCCCD faculty member with housing in a single room in the hotel in Madrid (arrival night and 1 night prior to departure) and ONE bedroom apartment while in Santander.
- A pay-as-you-go mobile phone will be provided for accompanying faculty with courtesy credit of 100 €
- Full participation on all activities scheduled on the itinerary, on the same basis as the students, including transfers, entrances, sightseeing tours, etc.



Faculty benefits are paid in full for an enrollment of 20 paying students or more, or pro rata for a lower enrollment.

PROGRAM FEES

PROGRAM FEES

- **\$5450** US Dollars per participant for an enrollment of **20 to 24 paying student participants** with 1 faculty administrative visit.
- **\$5150** US Dollars per participant for an enrollment of **25 to 29 paying student participants** with 1 faculty administrative visit.
- **\$5060** US Dollars per participant for an enrollment of **30 or more paying student participants** with 1 faculty administrative visit.

Should SOCCCD wish to run this program with an enrollment below 20 paying student participants it would be necessary either to add a supplement to the fee above or to remove some components from the program. **T&E** would discuss these options with SOCCCD.

This fee includes airfare, but excludes fees and fuel surcharges which can range from \$450 to \$500, a \$125 refundable damage deposit, passport or visa fees if applicable, meals other than those indicated on the itinerary, personal expenses, any SOCCCD tuition or administrative fees, additional fieldtrips or excursions required by the SOCCCD faculty and anything not specified. These fees are guaranteed not to change as a result of fluctuations in the \$/€ exchange rate. **T&E** will charge a \$35 returned check fee on each check returned by the bank for insufficient funds. **T&E** charges a 3% handling fee for all payments made via credit card.

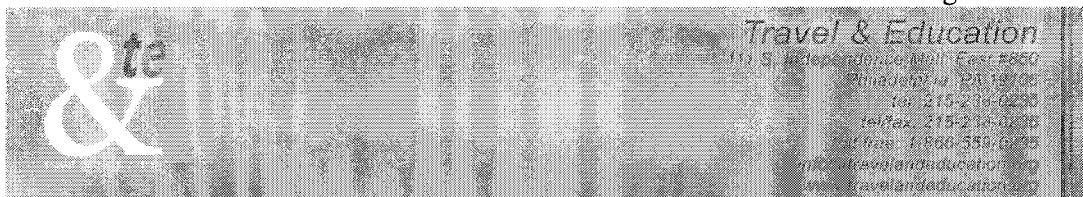
The group airfare rate can only be guaranteed for a minimum enrollment of 10 or more students taking this option. Participants can be offered the optional return dates of August 8th and 15th 2011 however at least 10 participants must have the same return date of August 1st, 2011 (program end date).

OPTIONAL COMPONENTS

- Single Supplement for homestay accommodation in Santander is **\$200**.

PROGRAM APPLICATION PROCEDURE AND BILLING

- We recommend the promotion of and initial receipt of deposits for this program as early as possible, latest by April 1st, 2011. Penalties apply to changed program bookings after this date. Therefore **T&E** would require SOCCCD to collect application forms and **\$450 non refundable deposits** per student and to forward them to **T&E** by **March 25th 2011**. Rate for



airfare, \$200, must be received by March 25th 2011 and the rest of the airfare, \$1000, must be received by April 14th 2011. Full payment and confirmation of final numbers must be received by April 22nd 2011. Please note that these are not postmark dates, but the dates by which funds must arrive in the **T&E** Philadelphia office.

- **T&E** reserves the right to withdraw students who are not paid in full by the final payment deadline.
- **T&E** can accept applications after April 22nd, 2011, but cannot guarantee program costs after this date. Students applying after the application deadline date of April 22nd, 2011 can only be accepted on a space-available basis.
- **T&E** accepts payment in the form of personal check or money order and VISA, MasterCard or Discover (3% handling fees apply for all charges paid by credit card).

AIRFARE CONDITIONS

- **T&E** will reserve spaces according to information on the student application form. Once airline tickets have been issued to students they can only be changed directly with the issuing agent once the student is abroad – agent and airline-imposed penalties apply.
- **T&E** cannot arrange airline tickets for students applying after April 22nd, 2011. **T&E** is financially committed to any confirmed airline seats from April 1st, 2011 and therefore an airfare review will take place prior to this date. **T&E** requests that SOCCCD provide an indication of how many students intend to participate on the program. However, should SOCCCD subsequently decide to offer the program but arrange their own student airfare then **T&E** must be notified before April 1st, 2011 and will be able to provide a land only fee.

REFUND POLICY

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

WITHDRAWAL

On or before April 22nd, 2011

After April 22nd, 2011 but before
May 6th, 2011

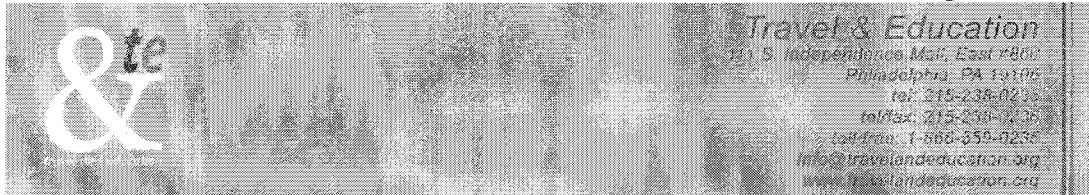
After May 6th, 2011

He/she receives....

a refund of all fees paid less \$450 non-refundable application fee and any non-refundable deposits paid by the student or by **T&E** on behalf of the student

a refund of all fees paid less \$450 non-refundable application fee plus any non-refundable deposits paid by the student or by **T&E** on behalf of the student plus \$200 penalty of airfare tickets

no refund



- Once the program has begun students withdrawing receive no refund unless **T&E** suspends the program.
- It is understood that SOCCCD will not cancel the program if the necessary minimum number of participants have not been enrolled by May 6th, 2011.
- In the of the U.S. State Department issuing a travel warning which advises U.S. citizens not to travel to Spain, or if they are already in Spain, to leave it, **T&E** will:
- If the If the program has not started, either makes suitable alternative arrangements or cancel the program and refund all fees paid.
- If the program has started, suspend the program and fly the student's home. If students are returned home they will receive a prorated rebate of fees paid to **T&E** for the proportion of the program not completed, less the \$100 processing fee, the \$210 insurance premium, the \$50 non-refundable application fee and any costs incurred flying the student home.

ACCEPTANCE OF PROPOSAL

T&E require written acceptance of this proposal as soon as possible in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date below to confirm that the components listed in this proposal fulfill your program requirements. This will enable us to prepare your program materials accurately. Please sign and date below, and please fax this document in its entirety to Patrizia D'Adamo, T&E Director of US Operations in Philadelphia, fax number 215-238-0236.

PROPOSAL ACCEPTED BY

South Orange County Community College District (Saddleback College)

DATE _____

U.S. Department of State

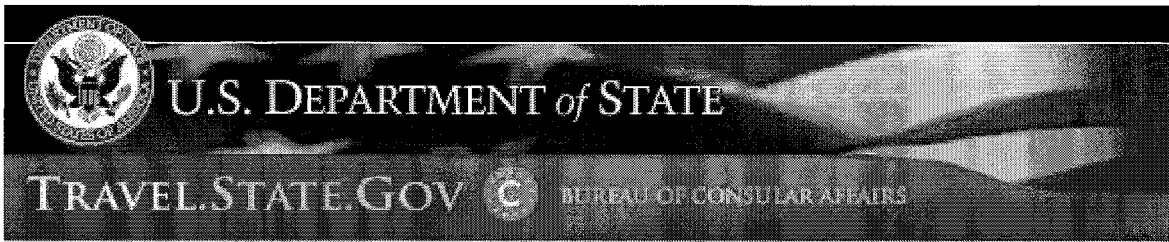
Wednesday, November 17, 2010

Current Travel Warnings

Travel Warnings are issued when long-term, protracted conditions that make a country dangerous or unstable lead the State Department to recommend that Americans avoid or consider the risk of travel to that country. A Travel Warning is also issued when the U.S. Government's ability to assist American citizens is constrained due to the closure of an embassy or consulate or because of a drawdown of its staff. **The countries listed below meet those criteria.**

Colombia 11/10/2010
Iraq 11/05/2010
Burundi 11/04/2010
Philippines 11/02/2010
Cote d'Ivoire 10/20/2010
Nigeria 10/19/2010
Yemen 10/15/2010
Lebanon 10/08/2010
Iran 10/08/2010
Sudan 10/01/2010
Eritrea 09/24/2010
Mexico 09/10/2010
Korea, Democratic People's Republic of 08/27/2010
Afghanistan 08/13/2010
Israel, the West Bank and Gaza 08/10/2010
Mali 08/06/2010
Mauritania 08/02/2010
Uzbekistan 07/22/2010
Pakistan 07/22/2010
Chad 07/09/2010
Haiti 06/24/2010
Guinea 06/16/2010
Nepal 06/15/2010
Niger 05/11/2010
Georgia 05/03/2010
Congo, Democratic Republic of the 04/21/2010
Algeria 04/02/2010
Kenya 03/16/2010
Central African Republic 02/26/2010
Saudi Arabia 02/18/2010
Somalia 12/31/2009

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U.S. Department of State
Bureau of Consular Affairs
Washington, DC 20520

November 08, 2010

COUNTRY DESCRIPTION: Spain and Andorra are both advanced stable democracies and modern economies. Spain is a member of the North Atlantic Treaty Organization (NATO) and the European Union. Read the Department of State Background Notes on Spain and Andorra for additional information.

REGISTRATION/EMBASSY LOCATION: If you are going to live in or visit Spain or Andorra, please take the time to tell our embassy or consulate about your trip. If you enroll, we can keep you up to date with important safety and security announcements. It will also help your friends and family get in touch with you in an emergency. Here's the link to the Smart Traveler Enrollment Program.

Local embassy information is available below and at the Department of State's list of embassies and consulates.

U.S. Embassy Madrid

Calle Serrano, 75

28006 Madrid, Spain

Telephone: (34) 91 587 2240

Emergency after-hours telephone: (34) 91 587 2200

Ask to speak to the duty officer if you need emergency assistance outside business hours.

Facsimile: (34) 91 587 2303

E-mail: askacs@state.gov

Additional information and appointments for routine services are available through the U.S. Citizen Services page on the embassy's website. Appointments are required for routine Consular Services. To make an appointment, please visit the U.S. Embassy's online appointment system.

U.S. Consulate General Barcelona

Paseo Reina Elisenda de Montcada, 23-25

08034 Barcelona, Spain

Telephone: (34) 93 280 2227

Emergency after-hours telephone: (34) 91 587 2200

Ask to speak to the duty officer if you need emergency assistance outside business hours.

Facsimile: (34) 93 280 6175 or (34) 93 205 5206

E-mail: consularbarcel@state.gov

There are six consular agencies in Spain, which provide limited services to American citizens, but are not authorized to issue passports. Anyone requesting service at one of the consular agencies should call ahead to verify that the service requested will be available on the day you expect to visit the agency. The agencies' contact information is below. Please note that the emergency after-hours telephone number for all of Spain is: (34) 91 587 2200. Ask to speak to the duty officer if you call this number for emergency assistance outside business hours.

U.S. Consular Agency Fuengirola (Málaga)

Avenida Juan Gómez "Juanito", 8

Edificio Lucía 1º-C

29640 Fuengirola (Málaga), Spain

Telephone: (34) 95 247 4891

Facsimile: (34) 95 246 5189

Hours 10:00 a.m. to 2:00 p.m.

U.S. Consular Agency A Coruna

Calle Juana de Vega 8

Piso 5, Izquierda

15003 La Coruna, Spain

Telephone: (34) 98 121 3233

Facsimile: (34) 98 122 2808

Hours 10:00 a.m. to 1:00 p.m.

U.S. Consular Agency Las Palmas

Edificio Arca

Calle Los Martinez de Escobar 3, Oficina 7

35007 Las Palmas, Gran Canaria, Spain

Telephone: (34) 92 827 1259

Facsimile: (34) 92 822 5863

Hours 10:00 a.m. to 1:00 p.m.

U.S. Consular Agency Palma de Mallorca

at Edificio Reina Constanza

Porto Pi, 8, 9-D

07015 Palma, Islas Baleares, Spain

Telephone: (34) 97 140 3707 or (34) 97 140 3905
Facsimile: (34) 97 140 3971
Hours 10:30 a.m. to 1:30 p.m.

U.S. Consular Agency Seville
Plaza Nueva 8-8 duplicado
2nd Floor, Office E-2 No.4
41101 Sevilla, Spain
Telephone: (34) 95 421 8751
Facsimile: (34) 95 422 0791
Hours: 10:00 a.m. to 1:00 p.m.

U.S. Consular Agency Valencia
Doctor Romagosa 1, 2-J
46002 Valencia, Spain
Telephone: (34) 96 351 6973
Facsimile: (34) 96 352 9565
Hours 10:00 a.m. to 2:00 p.m.

For assistance regarding Andorra, please contact the U.S. Consulate General in Barcelona.

ENTRY/EXIT REQUIREMENTS FOR U.S. CITIZENS: Spain is a party to the Schengen Agreement; as such, U.S. citizens may enter Spain for up to 90 days for tourist or business purposes without a visa. For further details about travel into and within Schengen countries, please see our Schengen Fact Sheet.

The Spanish Government scrutinizes visitors who overstay their visas or their visa-free entry per the Schengen Agreement. Immediate deportation after spending a number of days in jail is not uncommon. You should leave Spain promptly at the end of the 90-day visa-free travel period or at the end of the time stated on your visa.

U.S. citizens who apply for official residency in Spain will need to supply local authorities with a criminal records check from the United States. Spanish officials will only take those performed by the Federal Bureau of Investigation's Criminal Justice Information Services office (CJIS) This process often takes 15 weeks or more given CJIS' backlog.

You may obtain a copy of the records check by submitting a written request to the CJIS. The request must be accompanied by satisfactory proof of identity (consisting of name, date and place of birth, and a set of roll-inked fingerprint impressions) and a certified check or money order for the \$18 processing fee.

Beginning January 1, 2011, if you wish to stay in Spain for three months or longer, you must get an FBI criminal records check before you can apply for your Spanish visa. Until December 31, 2010, you can apply for these long term visas with either your state criminal record checks (as in the past) or an FBI criminal record check. Both types of documents must be apostilled: by the state authority for state criminal records and by the Department of State for the FBI records.

The FBI will not provide copies of arrest records to individuals other than the subject of the record. If there is no criminal record, a report reflecting this fact is provided.

The embassy does not take fingerprints; rather, U.S. citizens can obtain a letter from the U.S. Embassy asking local police to take their fingerprints. Individuals need to make an appointment for notarial services to obtain the letter.

In an effort to prevent international child abduction, many governments have initiated procedures at entry/exit points. These often include requiring documentary evidence of relationship and permission for the child's travel from the parent(s) or legal guardian not present. Having such documentation on hand, even if not required, may facilitate entry/departure.

The U.S. Department of State is unaware of any HIV/AIDS entry restrictions for visitors to or foreign residents of Spain and Andorra.

For more information concerning entry requirements for Spain, travelers should contact the Embassy of Spain at 2375 Pennsylvania Avenue NW, Washington, DC 20037, telephone (202) 452-0100 or (202) 728-2340, or the nearest Spanish Consulate in Boston, Chicago, Houston, Los Angeles, Miami, New Orleans, New York, San Francisco, or San Juan. Information for the Spanish Embassy and consulates can be found at the Embassy of Spain's website. Additional information can be found on the Spanish government website or obtained from the Tourist Office of Spain which has offices in several U.S. cities.

For more information on entry requirements to Andorra, travelers should contact the Andorran Mission to the UN, 2 U.N. Plaza, 25th floor, New York, NY 10018, telephone (212) 750-8064, email Andorra@un.int.

Information about dual nationality or the prevention of international child abduction can be found on our website. For further information about customs regulations, please read our Customs Information page.

SAFETY AND SECURITY: Spain and Andorra share with the rest of the world an increased threat of international terrorist incidents. Like other countries in the Schengen area, Spain's open borders with its Western European neighbors allow the possibility of terrorist groups entering and exiting the country with anonymity. Spain's proximity to North Africa makes it vulnerable to attack from

al-Qa'ida terrorists in the Maghreb region. We remind U.S. citizens to remain vigilant with regard to their personal security and to exercise caution.

In the deadliest terrorist attack in recent European history, in March 2004, Islamist extremists bombed four commuter trains entering Madrid, causing 191 deaths and over 1,400 injuries. Spanish authorities tried the suspected terrorists and their co-conspirators in February 2007 and they were convicted in October 2007.

The Basque Fatherland and Liberty (ETA) terrorist organization remains active in Spain. Although ETA, in September 2010, publicly indicated that that it will no longer conduct "offensive attacks" and that it is willing to explore international mediation to the Basque conflict, the group has not specifically declared a ceasefire, renounced violence, or laid down its arms. ETA has not publicly addressed whether it will cease to conduct extortion or theft. ETA has historically avoided targeting foreigners, instead directing their attacks against the police, military, local politicians, and Spanish government targets as well as towards disrupting transportation and daily life. However, foreigners have been killed or injured collaterally in ETA attacks. Two examples of this are the Barajas Airport bombing in December 2006, in which two Ecuadorian nationals were killed, and the bombing at the University of Navarre in October 2008, in which 17 students were injured, including one American student. In addition, bombs have been used as part of criminal extortion of businesses, particularly in the Basque region. The risk of being in the wrong place at the wrong time in event of an ETA action is a concern for foreign visitors and tourists. U.S. tourists traveling to Spain should remain vigilant, exercise caution, monitor local developments, and avoid demonstrations and other potentially violent situations. Bombings in Burgos and Palma de Mallorca in August 2009 highlight this need.

Stay up to date by bookmarking our Bureau of Consular Affairs website, which contains the current Travel Warnings and Travel Alerts as well as the Worldwide Caution. You can also follow us on Facebook and Twitter.

You can also call 1-888-407-4747 toll-free within the United States and Canada, or a regular toll line, 1-202-501-4444, from other countries. These numbers are available from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday (except U.S. federal holidays).

Take some time before travel to improve your personal security—things are not the same everywhere as they are in the United States. Here are some useful tips for traveling safely abroad.

CRIME: Andorra has a low rate of crime. While most of Spain has a moderate rate of crime and most of the estimated one million U.S. citizen tourists have trouble-free visits to Spain each year, street crimes against tourists occur in the principal tourist areas. Madrid and Barcelona, in particular, report incidents of pick-pocketing, mugging, and occasional violent attacks, some of which require the victim to seek medical attention. Although crimes occur at all times of day and

night and to people of all ages, older tourists and Asian Americans seem to be particularly at risk. Criminals tend to frequent tourist areas and major attractions such as museums, monuments, restaurants, outdoor cafes, Internet cafes, hotel lobbies, beach resorts, city buses, subways, trains, train stations, airports, and ATMs.

In Madrid, incidents have been reported in all major tourist areas, including the area near the Prado Museum, near Atocha train station, in Retiro Park, in areas of old Madrid including near the Royal Palace, and in Plaza Mayor. There have been a number of passport and bag thefts reported at Madrid's Barajas Airport, local hotels, as well as in El Rastro (Madrid's flea market) and in the Metro.

In Barcelona, the largest number of incidents reported also occurred in major tourist areas-- on Las Ramblas, Barcelona's El Prat Airport, Sants train station, Metro stations, in the Sagrada Familia Area, in the Gothic Quarter, in Park Güell, in Plaza Real, and along Barcelona's beaches. There have been a number of thefts reported at the Port Olimpic Area and nearby beaches.

Travelers should remain alert to their personal security and exercise caution. We suggest that travelers carry limited cash, only one credit card, and a copy of their passport; leaving extra cash, extra credit cards, passports and personal documents in a safe location. When carrying documents, credit cards, or cash, we recommend that you secure them in a hard-to-reach place and not carry all valuables together in a purse or backpack.

In the unfortunate event that you lose your passport, or are the victim of a passport theft, the Embassy or Consulate will only be able to issue a replacement during regular business hours, unless it is a life or death emergency.

Thieves often work in teams of two or more people. In many cases, one person distracts a victim while the accomplices perform the robbery. For example, someone might wave a map in your face and ask for directions, "inadvertently" spill something on you, or help you clean-up bird droppings thrown on you by a third unseen accomplice. While your attention is diverted, an accomplice makes off with your valuables. Thieves may drop coins or keys at your feet to distract you and try to take your belongings while you are trying to help. Attacks are sometimes initiated from behind, with the victim being grabbed around the neck and choked by one assailant while others rifle through or grab the belongings. A group of assailants may surround the victim in a crowded popular tourist area or on public transportation, and only after the group has departed does the person discover he/she has been robbed. Purse snatchers may grab purses or wallets and run away, or immediately pass the stolen item to an accomplice. A passenger on a passing motorcycle sometimes robs pedestrians. There have been reports of thieves posing as plainclothes police officers, beckoning to pedestrians from cars and sometimes confronting them on the street asking for documents, or to inspect their cash for counterfeit bills, which they ultimately confiscate as "evidence." The U.S. Embassy in Madrid has received reports of cars on limited access motorways

being pulled over by supposed unmarked police cars. The Spanish police do not operate in this fashion. We encourage U.S. citizens to ask for a uniformed law enforcement officer if approached.

Theft from vehicles is also common. "Good Samaritan" scams are unfortunately common, where a passing car or helpful stranger will attempt to divert the driver's attention by indicating there is a flat tire or mechanical problem. When the driver stops to check the vehicle, the "Good Samaritan" will appear to help the driver and passengers while the accomplice steals from the unlocked car. Drivers should be cautious about accepting help from anyone other than a uniformed Spanish police officer or Civil Guard. Items high in value like luggage, cameras, laptop computers, or briefcases are often stolen from cars. We recommend that travelers not leave valuables in parked cars, and keep doors locked, windows rolled up, and valuables out of sight when driving.

While the incidence of sexual assault is statistically very low, attacks do occur. We recommend that U.S. citizens remain aware of their surroundings at all times, and travel with a companion if possible, especially at night. Spanish authorities warn of the availability of so-called "date-rape" drugs and other drugs, including GBH and liquid ecstasy. U.S. citizens should not lower their personal security awareness because they are on vacation.

A number of U.S. citizens have been victims of various scams in Spain. One scheme involves a U.S. citizen receiving an email or telephone call requesting money to assist a relative or acquaintance who has been arrested, detained, robbed, or injured in Spain. It is highly recommended that a person who receives such an email not send money until independently confirming that the person is in fact in Spain and checking with the U.S. Embassy. Other scams include lottery or advance-fee scams in which a person is lured to Spain to finalize a financial transaction. Often the victims are initially contacted via Internet or fax and informed they have won the Spanish Lottery (El Gordo), inherited money from a distant relative, or are needed to assist in a major financial transaction from one country to another. For more information, please see the Bureau of Consular Affairs' web page on International Financial Scams.

Don't buy counterfeit and pirated goods, even if they are widely available. Not only are the bootlegs illegal to bring back into the United States, if you purchase them you may also be breaking local law.

INFORMATION FOR VICTIMS OF CRIME: If you or someone you know becomes the victim of a crime abroad, you should contact the local police and the nearest U.S. Embassy or consulate (see the Department of State's list of embassies and consulates). If your passport is stolen we can help you replace it. For violent crimes such as assault and rape, we can, for example, help you find appropriate medical care, contact family members or friends and help you wire money from them if needed. Although the investigation and prosecution of the crime are solely the responsibility of local authorities, consular officers can help you to understand the local criminal justice process and to find an attorney if needed.

The local equivalent to the "911" emergency line in Spain is 112.

Please see our information on victims of crime, including possible victim compensation programs in the United States.

CRIMINAL PENALTIES: While you are traveling in another country, you are subject to its laws even if you are a U.S. citizen. Foreign laws and legal systems can be vastly different from our own. For example, in Spain driving under the influence could land you immediately in jail. Criminal penalties vary from country to country. There are also some things that might be legal in the country you visit, but still illegal in the United States, and you can be prosecuted under U.S. law if you buy pirated goods. Engaging in sexual conduct with children or using or disseminating child pornography in a foreign country is a crime prosecutable in the United States. If you do something illegal in your host country, your U.S. passport won't help you avoid criminal charges or prosecution. It's very important to know what's legal and what's not where you are going.

Persons violating the laws of Spain or Andorra, even unknowingly, may be expelled, arrested or imprisoned. Penalties for possessing, using, or trafficking in illegal drugs in Spain and Andorra are severe, and convicted offenders can expect long jail sentences and heavy fines.

The cities of Madrid and Barcelona and the Balearic Islands regional government have banned the consumption of alcohol in the street, other than in registered street cafes and bars. Visitors to Madrid, Barcelona, Mallorca, Ibiza, and Menorca should be aware that failure to respect this law might result in the imposition of fines.

If you are arrested in Spain or Andorra, you have the right to request authorities alert the U.S. Embassy of your arrest.

MEDICAL FACILITIES AND HEALTH INFORMATION: Good medical care is available in both Spain and Andorra. Regulations regarding medications may vary from those in the United States. Spanish regulations do not permit the international shipment of medication, so please do not ship medication from the United States to Spain. U.S. citizens who plan a lengthy trip to Spain should bring their medication or obtain a prescription for that medication from a Spanish physician.

You can find good information on vaccinations and other health precautions on the Centers for Disease Control & Prevention (CDC) website. For information about outbreaks of infectious diseases abroad, consult the World Health Organization (WHO) website. The WHO website also contains additional health information for travelers, including detailed country-specific health information.

MEDICAL INSURANCE: You shouldn't assume your insurance will go with you when you travel. It's very important to find out BEFORE you leave whether or not your medical insurance will cover you overseas. You need to ask your insurance company two questions:

- Does my policy apply when I'm out of the United States?
- Will it cover emergencies like a trip to a foreign hospital or a medical evacuation?

In many places, doctors and hospitals still expect payment in cash at the time of service. Your regular U.S. health insurance may not cover doctors' and hospital visits in other countries. If your policy doesn't go with you when you travel, it's a very good idea to take out another one for your trip. For more information, please see our medical insurance overseas page.

TRAFFIC SAFETY AND ROAD CONDITIONS: While in a foreign country, you may encounter road conditions that differ significantly from those in the United States.

Traffic in Madrid and Barcelona is faster paced than in U.S. cities and can be unnerving due to unfamiliar signs or motorbikes weaving between traffic lanes. Drivers should always obey the closest traffic light, as there are separate pedestrian lights in the city. Drivers should be alert when driving at night in urban areas, due to the possibility of encountering drivers or pedestrians under the influence of alcohol. Night driving in isolated rural areas can be dangerous because of farm animals and poorly marked roads. Rural traffic is generally heavier in July and August as well as during the Christmas and Easter seasons.

Traffic regulations in effect in Spain include the prohibition on the use of a mobile phone without a hands-free device while driving a car. There is a fine of 300 euros for violation of this regulation and loss of driving privileges. In addition, all drivers and passengers are required to carry a reflective vest and put it on if they need to stop on the roadside. A reflective triangle warning sign for a vehicle stopped on the side of the road is also mandatory. Those renting vehicles are encouraged to check with the rental company about traffic regulations and safety equipment. U.S. citizens must obtain International Driving Permits prior to their arrival if they plan to drive in Spain. You are not allowed to drive on your American license. While rental car companies may rent a vehicle to you without the International Driving Permit, this is illegal and, if pulled over for a traffic violation, your rental car may be detained and towed to the nearest impound lot. Pedestrians should use designated crossing areas when crossing streets and obey traffic lights.

One of the facets of Spanish traffic laws that many U.S. citizens find troublesome is traffic stops by the Spanish National Police or the Guardia Civil. Unlike in the United States where drivers receive traffic tickets and then pay the court via mail or in person, Spanish police authorities may levy fines on the spot and issue a receipt for the payment. This is done to ensure the traffic fine is paid by foreigners who rarely come back to Spain to pay the fine.

Public transportation in large Spanish cities is generally excellent. All major cities have metered taxis, in which extra charges must be posted in the vehicle. Travelers are advised to use only clearly identified cabs and to ensure that taxi drivers always switch on the meter. A green light on the roof indicates that the taxi is available. Rail service is comfortable and reliable, but varies in quality and speed. Intercity buses are usually comfortable and inexpensive.

Please refer to our [Road Safety page](#) for more information. For specific information concerning Spanish driving permits, vehicle inspection, road tax and mandatory insurance, please contact the Spanish National Tourist Organization offices in New York. For information about driving in Andorra, refer to Andorra's Office of Tourism.

AVIATION SAFETY OVERSIGHT: The U.S. Federal Aviation Administration (FAA) has assessed the government of Spain's Civil Aviation Authority as being in compliance with International Civil Aviation Organization (ICAO) aviation safety standards for oversight of Spain's air carrier operations. Further information may be found on the FAA's [safety assessment page](#).

CHILDREN'S ISSUES: Please see our [Office of Children's Issues web pages](#) on intercountry adoption and international parental child abduction

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Saddleback College: Spring 2011 Community Education Programs
ACTION: Approval

BACKGROUND

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

STATUS

A variety of educational and recreational events have been planned by the Saddleback College Community Education departments for the Spring Semester 2011. Expenses for conducting these courses will be paid by income from participant fees. The Saddleback College course offerings, presenters, and compensation are outlined in Exhibit A.

RECOMMENDATION

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

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

South Orange County Community College District
SADDLEBACK COLLEGE
COMMUNITY EDUCATION NOT FOR CREDIT PROGRAM - SPRING 2011

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
Adult	Artist Co-op	1/4 - 6/1	Community Education (E)	50% net	\$59
	Blogging For Fun	1/4 - 6/1	Robert Cohen (I)	50% net	\$39
	Cake Decorating	1/4 - 6/1	Jennifer Jensen (I)	50% net	\$59
	California Notary	1/4 - 6/1	James Cosper (I)	50% net	\$65
	Family Caregiving	1/4 - 6/1	V. Jeanne Gormick (E)	50% net	\$39
	ePublishing For iPad	1/4 - 6/1	Rounds, Miller, & Assoc. (I)	50% net	\$39
	First Hand French	1/4 - 6/1	Nancy Allah (E)	50% net	\$59
	Floral Design	1/4 - 6/1	Theresa Hoefnagels (I)	50% net	\$39
	How To Find A Good Job	1/4 - 6/1	James Eibler (I)	50% net	\$39
	Iphones, Ipads...And Lost	1/4 - 6/1	Robert Cohen (I)	50% net	\$39
	Job Searching, Social Netw	1/4 - 6/1	Robert Cohen (I)	50% net	\$39
	Learn Secrets of Internet	1/4 - 6/1	Robert Cohen (I)	50% net	\$39
	Letterpress Workshop	1/4 - 6/1	Karen Taylor (E)	50% net	\$175
	OSHA Training	1/4 - 6/1	Rounds, Miller, & Assoc. (I)	50% net	\$129 - 249
	Practical Norwegian	1/4 - 6/1	Berit Austin Funnemark (E)	50% net	\$35
	Screenprinting Workshop	1/4 - 6/1	Karen Taylor (E)	50% net	\$175
	Screenwriter's Bootcamp	1/4 - 6/1	Adam Coplan (I)	50% net	\$100
Working In TV and Comme	1/4 - 6/1	Maria Mayenzet (E)	50% net	\$175	
CFK	Main Stage Kids	1/4 - 6/1	Fine Arts Department (E)	TBD	TBD
	Princess Ballet	1/4 - 6/1	Roxanne Bell (E)	50% net	TBD
	Youth Tennis	1/4 - 6/1	Alison Stripling (I)	TBD	TBD

(E) Employee

(I) Independent Contractor

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Saddleback College: Donated Equipment
ACTION: Approval

BACKGROUND

The Innovation and Technology Center at Saddleback College has identified three personal computers for surplus.

Education Code 81450.5 allows for the provision of donating property if three criteria are met:

(a) district determines that the property is not required for school purposes, that it should be disposed of for the purpose of replacement, or that it is unsatisfactory or not suitable for school use.

(b) The property is exchanged with, or sold or donated to, a school district, community college district, or other public entity that has had an opportunity to examine the property proposed to be exchanged, sold, or donated.

(c) The receipt of the property by a school district or community college district would not be inconsistent with any applicable district wide or school site technology plan of the recipient district.

Education Code 81452 states: (c) If the board, by a unanimous vote of those members present, finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump on order of any employee of the district empowered for that purpose by the board.

STATUS

A non-profit organization, the Epiphany Center, which provides shelter for women and children has expressed a desire for three computers.

All criteria for the donation have been met and staff recommends the donation of this equipment.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the donation of three personal computers to the Epiphany Center.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Saddleback College: Simulation Equipment for Health Sciences
ACTION: Approval

BACKGROUND

The Health Sciences division has requested procurement of patient simulators that perform multi-disciplinary simulation exercises using wireless, high fidelity technology. The patient simulators will be used in a variety of clinical settings by all Health Science Division students (Nursing, EMT/Paramedic, Phlebotomy, Medical Assisting, Human Services and ASL) to simulate patient interactions from the moment of pre-hospital contact to the point of discharge.

STATUS

On November 8, 2010, Bid No. 1099 for Simulation Equipment for Health Sciences at Saddleback College was sent to five prospective vendors. One vendor responded to the invitation to bid and their bid was opened on November 22, 2010 with an amount of \$168,951.89 from Laerdal Medical Corporation of New York. Two additional bids came back with a No Bid response.

Saddleback College staff reviewed the bids and recommend award to Laerdal Medical Corporation.

Funds are available in the Saddleback College General Fund which is \$173,173.00.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees award Bid No. 1099 for Simulation Equipment to Laerdal Medical Corporation for a total amount of \$168,951.89.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Irvine Valley College: Sub-Award Grant Acceptance from Coast Community College District

ACTION: Approval

BACKGROUND

Irvine Valley College (IVC) has received a sub-award from the Coast Community College District (CCCD) to explore the potential use of iPod/iPhone applications. CCCD was awarded the 2010-11 VTEA Title 1B State Leadership Grant through the California Community Colleges Chancellor's Office (CCCCO) for its Business Industry Collaborative (BIC) and in turn has awarded several mini-grants to the business community and community colleges in California. The mini-grants are used to solicit creative new curriculum and professional development projects designed to be disseminated to faculty statewide. All grantees will present their projects to the Business Education Statewide Advisory Committee (BESAC) at their annual conference in April 2011.

STATUS

IVC faculty from the Computer Information Management Department will collaborate to research and present their findings on the use of mobile applications in a classroom environment. The use of mobile applications, a.k.a. "mobile apps," will allow instructors to more fully engage student learning and deepen their knowledge with this method of communication. The \$6,800.00 award, as presented in Exhibit A, will fund research and activities required to implement a training program using mobile applications. The grant project period will initiate on December 7, 2010 and conclude by May 20, 2011.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Coast Community College District sub-award grant for \$6,800.00.

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

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

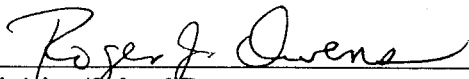
- () GRANT APPLICATION ABSTRACT
- (X) GRANT ACCEPTANCE ABSTRACT
- () GRANT RENEWAL ACCEPTANCE ABSTRACT
- () REVISIONS TO ACCEPTANCE ABSTRACT

1. **PROJECT TITLE:** Educating Instructors on 21st Century Business and Instructional Tools to Affect Student Engagement & Learning: Mobile Apps in Action
2. **PROJECT DIRECTOR:** Roopa Mathur
3. **PROJECT ADMINISTRATOR:** Roger Owens
4. **GRANTOR AGENCY:** Coast Community College District
5. **FUNDING SOURCE:** California Community College Chancellor's Office
6. **STARTING AND ENDING DATES OF THE PROJECT:** 10/04/2010 thru 05/20/2011
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):** Mobile Apps (i.e. iPod/iPhone applications or smart phone applications) are numerous and often free or low cost. Many students own such devices and frequently utilize these readily available apps. It is predicted that business/ industry will move from PCs to mobile devices making this a logical step toward technology driven learning. Further, utilizing the device most favored by students will enable instructors to better engage students and be in sync with their needs and method of communication. It is anticipated that educating instructors – at both community college and high school levels – will have a positive effect on student engagement and instructor effectiveness for current and future college students.

8. **SUMMARY BUDGET**

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$6,800.00	\$	\$	\$6,800.00

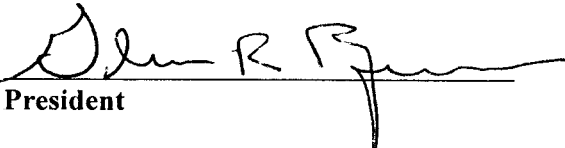
9. **APPROVALS**



 Division/School Dean



 Vice President of Instruction/Students



 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>3,600.00</u>	\$ _____	_____
2000 Classified Salaries	\$ _____	\$ _____	_____
3000 Benefits	\$ _____	\$ _____	_____
4000 Supplies	\$ <u>300.00</u>	\$ _____	_____
5000 Contracted Services and Other Expenses	\$ <u>2,900.00</u>	\$ _____	_____
6000 Capital Outlay	\$ _____	\$ _____	_____
7000 Other Charges (e.g.: Indirect Costs)	\$ _____	\$ _____	_____
TOTALS	\$ <u>6,800.00</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. Faculty	[]	[X]	[]	[X]
2.	[]	[]	[]	[]
3.	[]	[]	[]	[]

PARTNERSHIPS (if applicable)

Partnership Name/Location Coastline ROP

- | | | | |
|--------------|--------------|---------------------|------------------------------------------|
| •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 |

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Irvine Valley College: Employment Training Panel Application
ACTION: Approval

BACKGROUND

In order to receive funding from the State of California's Employment Training Panel (ETP), supporting job-skills training to incumbent workers of California-based companies, IVC must apply to the ETP for consideration in their next funding cycle commencing in January, 2011. On August 16, 2010, SOCCCD approved a non-binding "Statement of Agreement" with Training Funding Partners (TFP) to engage in preparing ETP applications on behalf of IVC.

STATUS

In cooperation with TFP, IVC has prepared a list of eligible regional employers, identifying their job-training needs and requirements commencing Spring 2011. In order to serve these training needs, IVC's ETP Application, as presented in Exhibit A, must be approved by the State prior to IVC being considered for funding.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the ETP Application Package, allowing TFP to submit the training application to the State on behalf of IVC.

ETP Application Package Cover Sheet (ETP 004)	
Reference Number: 09-0168	
Applicant's Legal Name:	Irvine Valley College
Address:	ATEP Campus - 15445 Landsdowne Road, Tustin, CA 92782
Applicant's Authorized Representative:	David D. Gatewood, Ph. D.
Title:	Dean, Career Technical Education & Workforce Development
Telephone:	949.451.5650
Fax:	949.451.5270
E-mail:	dgatewood@ivc.edu

<p>This Application Package Cover Sheet (ETP 004) and all items on the Application Checklist (ETP 005) below must be completed. Based upon the ETP trainee eligibility criteria delineated in SECTION 3 (Training Plan) and SECTION 6 (Special Programs), enter the following:</p>	
Number of New-Hire Trainees:	
Number of Retrainees:	165
Number of Special Employment Training (SET) Trainees:	
Number of High Unemployment Area/Working Poor (HUA) Trainees:	
Total Number of Trainees in All Categories:	165
Total ETP funding requested for the proposed training:	\$199,514
Total ETP funding requested after Substantial Contribution:	
Proposed start date of ETP training (month, day, year):	December 31, 2010

To the best of my knowledge, the foregoing information and my responses to the questions are accurate and correctly reflect our participation in the ETP-funded training.

Signature of Agreement Signatory

Dr. David Bugay
Print Name

Acting Vice Chancellor, Business Services
Title

Date

***Terms and Conditions
and
Training Plan***

Irvine Valley College
ETP Ref # 09-0168

Agreement Signatory

Signatory:	Dr. David Bugay
Title:	Acting Vice Chancellor, Business Services
Address:	Saddleback College Health Sciences Building, 3 rd Floor 28000 Marguerite Parkway Mission Viejo, CA 92692-3635
Phone:	949.582-4699
Fax:	949.451.5270

Authorized Contact Person

Contact:	David D. Gatewood, Ph. D.
Title:	Dean, Career Technical Education & Workforce Development
Address:	ATEP Campus: 15445 Landsdowne Road, Tustin, CA 92782
Phone:	949.451.5650
Fax:	949.451.5270
E-Mail:	dgatewood@ivc.edu

Applicant's Background

Irvine Valley College ("College") ("IVC") is a two-year public community college and is part of the South Orange County Community College District ("SOCCCD"). The SOCCCD consists of three campuses; IVC located at 5500 Irvine Center Drive, Irvine, CA 92618, the Advanced Technology Education Park ("ATEP") Campus located at 15445 Landsdowne Road, Tustin, CA 92782, and Saddleback College in Mission Viejo. IVC and ATEP are the two campuses participating in this Application.

Founded in 1979 as Saddleback College North Campus, IVC was established as Irvine Valley College on July 1, 1985. Irvine Valley College is accredited by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges, an Institutional accrediting body recognized by the Council for Higher Education Accreditation and the U.S. Department of Education.

As an institution of higher learning IVC seeks to deliver innovative instruction and programs to serve its students and the community. One of its goals is to provide programs and activities that promote economic development and partnerships with the business community. Through its Career Technical Education & Workforce Development Center, a department of its Continuing Education Programs, and its Advanced Technology Education Park's ("ATEP") Center for Applied Competitive Technologies it is dedicated to serving southern California's advanced technology companies with innovative solutions that are unique and customized. Through its ATEP Campus, located in Tustin, California, IVC offers technology education, manufacturing training, and consulting services that contribute to workforce development, technology deployment and business development, helping companies compete successfully in changing markets and the global economy.

IVC's Commitment to Green

Not only has IVC created an Environmental Design & Compliance Center at its ATEP campus to develop workforce training programs in environmental design and compliance, but the ATEP campus itself was created as an environmentally friendly campus that demonstrates sustainability and qualifies for Leadership in Energy and Environmental Design (LEED) certification through the U.S. Green Building Council.

Internally it has made strides to become more efficient, thereby stretching its budget dollars to expand services to students and to help it build partnerships with local business and industry. Many departments of all three of its campuses (Irvine Valley College, Saddleback College and ATEP) have converted to paperless systems. Additionally, hundreds of thousands of dollars are being saved each year through many initiatives including: saved paper and mailing costs as all three campuses ceased mailing class

schedules to homes and businesses, and instead promoted the use of online schedules; and the installation of absorption chillers in certain facilities, solar panels and cogeneration facilities that significantly reduce utility costs.

ETP Program Development

The Orange County Workforce Indicators Report 2010-2011, published by the Orange County Workforce Investment Board and the Orange County Business Council, indicates the following related to the current and future state of business in Orange County:

- From December 2006 – January 2010 Orange County's unemployment rate rose from 3.1% to 10.2%, with only a slight decrease to 9.8% by July 2010
- Overall, Orange County employment is expected to increase 13.4% from 2006-2016. This projection is much lower than the 18.0% expected increase in the previous 2004-2014 projection, showing the impact of the recession in 2008-2009
- Most economists agree there appears to be a fundamental, long-term change in job generating patterns; in this "new reality" traditional approaches, formulas, projections and tools for workforce development may not work anymore
- One thing known for sure – job creation is key
- Orange County must develop mechanisms to adapt to economic turmoil, evolving demographics, changing needs of employers for a more skilled workforce in order to remain the economic engine of Southern California
- Innovation, entrepreneurship, greater collaboration, and expanded and nimble workforce readiness tools are needed as the post-recession economy creates new industries and new occupational skill-sets
- Orange County must remain a leader, innovator, and entrepreneur not just in the private sector, but increasingly in the education and workforce development systems that are crucial to Orange County's future success
- Orange County is in the midst of transition to a knowledge-based, 21st century economy. Due to the recession, many of the traditional high-wage jobs of the past have disappeared and will not be coming back. However, new opportunities are emerging creating high wage jobs as a result of the drivers described below. These drivers are becoming increasingly important in developing and maintaining competitive advantage in Orange County's clusters, positively generating value-creating jobs and initiating economic growth. The drivers are:
 - International Trade
 - Cleantech
 - Information Technology / Green Technology
 - Creativity

The defining attribute underlying the above drivers is the need for an increasingly creative workforce prepared to solve problems, brought about by global competition, in new and different ways.

- Orange County needs to expand the number of its industry clusters to demonstrate a competitive advantage and in order to provide jobs in industries that are growing and have a future.
 - Clusters with the largest projected job growth are in Business Services, Food Services and Healthcare

- Orange County's three largest clusters, according to size of employment, are as follows:
 - Manufacturing
 - Tourism
 - Management & Administration
- Other clusters playing a significant role in Orange County's economy:
 - Finance/Insurance/Real Estate
 - Construction
 - Healthcare
 - Business & Professional Services

Employer Participation/Demand

IVC maintains relationships with employers, industry groups, consortiums and councils in the greater Orange County area, and collaborates closely with the Orange County One Stop Center. The College's involvement in these groups provides it access to employers in multiple industries, allowing it to keep current with the changing needs of employers in the area.

By leveraging ETP's support costs IVC would like to increase its outreach activities through a dedicated marketing function that will expand its ability to reach employers and design solutions that meet their workforce development needs. Currently, IVC markets its programs through existing employer relationships, contacts from other membership organizations and industry at large through meetings, mailings and word of mouth. Marketing of the program outlined herein will continue throughout the term of the ETP Agreement with the goal of serving as many employers and workers as possible with the funding available. Representatives of IVC, ATEP, and other adjunct college personnel meet with employers to determine their training needs and objectives which provide valuable insight into industry trends, new technology, and present and future training needs, all of which serves as the basis for IVC's ongoing development of its curriculum.

Employers have indicated to IVC that there is a lack of appropriately skilled workers in the Orange County and surrounding areas who are ready to fill needed positions. Additionally they report the need to provide practical, hands-on training in specific technical areas in order for the training to be immediately valuable on the job and in their businesses. For example, technical education directly applied to the manufacturing of certain types of products or using certain types of equipment would be critical for some employers in order to get employees up to speed on product design and production.

Employers report a need for both theoretical training and practical training in areas of design so they can bring previously outsourced design work in-house and allow their businesses to increase their capacity to design new products, help solve complex problems of a technical nature, and win new business. Also, it is reported that many workers who have theoretical backgrounds, such as a Design Engineer, have a degree but may have never operated actual equipment. Other training needs were identified to serve those who know how to design systems currently but need to learn the newest technologies; that need to target a specific skill gap; and those trainees looking to leverage their current knowledge to enter into a new field of technology.

Based on its relationships with manufacturing and other employers in the area, and its expertise in the types of training required by the local workforce, IVC believes it is strategically positioned to serve the needs of employers in manufacturing and other technology-centered businesses in Orange County. IVC has the capability to offer employers customized course content, format and scheduling to meet each company's needs and objectives and can provide on-site or center-based instruction in technical, manufacturing, and supplemental soft skill subjects. It can incorporate company-specific content in the format that is most conducive to meeting an employer's needs. IVC has developed a training program to serve workers and employers in its community and seeks ETP's assistance to deliver critical new and upgraded skills to individuals as described herein.

Employer Eligibility

This project proposes to train incumbent workers of companies that are in a priority industry as designated by ETP and confirmed via their NAICS code. The focus is on workers in manufacturing, biotechnology, and other technology industries that would benefit from the skills training proposed herein. The program proposed herein will also serve small business employers in priority industries.

Curriculum Development

IVC determines employers' specific requirements for training based on a pre-training structured assessment and screening process. The core curriculum in this ETP proposal has been developed by IVC over the last several years. It has been recently revised according to the feedback of participating companies. The training proposed herein will lead to a more skilled workforce which will give employers the ability to speed their time to market for new products and provide for faster resolution of existing product upgrades. The employees trained will gain marketable skills that will serve them today and in the future.

Types of Training / Advanced Technology Skills Justification

Trainees in Job Group 1 and Job Group 2 will receive training in the following areas:

- Business Skills that help them perform at a higher level in areas of business writing, effectively communicating, working within a multigenerational workforce, presentation skills and providing quality customer service and sales skills. This training will supplement technical skills in order to provide a skills set for higher performance.
- Commercial Skills such as optimal operating methods, equipment maintenance, setting standards, warehouse operations and work measurement will provide trainees with the most up to date skill set in these areas making them more efficient on the job.
- Computer Skills will provide trainees with skills in building and repairing computers, management databases, and intermediate and advanced Microsoft skills which will provide upgraded skills allowing them to perform new functions on the job.
- Continuous Improvement Skills will give trainees the skills to impact their businesses with increased efficiencies, increased quality and better success in projects and execution of their job function with skills such as coaching and feedback, conflict management and decision making skills, effective leadership skills, lean office topics, interpreting data, project management, problem solving, six sigma, statistical process control, strategic planning, team skills and total quality management skills.
- Manufacturing Skills such as manufacturing process control and improvement, machine technology and process engineering and design are skills that will help manufacturers improve their operations, their efficiency, will add LEAN and environmental design skills to their operation
- Justification for Advanced Technology Skills - Included herein are courses that IVC believes qualify as Advanced Technology Skills. The training is highly specialized in nature and is not intended for entry-level and/or non-technical employees. This training is directed towards more highly qualified and technical employees who possess the prerequisite skills that will enable them to acquire and implement these advanced skills. Due to the highly technical nature of these topics, shown separately on the ETP Curriculum under Advanced Technology Skills, the training will be delivered to a small group of individuals of no more than 10 trainees per instructor at any one time. The training is designed to deliver practical knowledge of the latest technologies including but not limited to: optics and lasers; design and modeling software and equipment; electronic component design; electro pneumatics; laser material processing; eco-design methodologies; quality and test engineering; and rapid prototyping. Due to the nature of this advanced skills training and the necessity to deliver this training in a small group setting, using highly technical equipment, this training is costly. IVC estimates the direct instructional cost to deliver these advanced skills ranges from \$49 to \$75 per hour per

person. This cost does not include the additional cost of trainee wages while in training, or specially equipped lab facilities.

Commitment to Training

IVC represents that the ETP funds will not displace the existing financial commitment to training of participating employers. The College anticipates that the opportunity for enhanced training made possible by ETP funds will encourage an ongoing financial commitment in this area by participating employers.

IVC confirmed that participating employers generally provide some training in job orientation, basic job skills, harassment prevention, employee diversity, basic computer skills, basic job skills, interviewing skills, supervisory law, hiring and recruitment practices, basic OSHA required safety training, and refresher training. This training will continue to be provided and paid for by the participating employers throughout the term of the proposed ETP Agreement.

Employers' In-Kind Contribution for this Training Plan

Each participating employer will be informed that they have a monetary commitment in the form of wages paid to trainees while in training and other related expenses as a part of their in-kind contribution to fund the proposed training. The contribution from the participating employers will be equal to, or will exceed, 50% of the amount of the training plan costs. The in-kind contribution will be mostly trainee wages during training and there is some anticipated additional contribution for training space or other provided costs.

Employer Fees

It is anticipated that an Employer Fee will be charged in the approximate range of \$125 - \$450 per trainee. This fee will go to cover costs of additional training expenses not covered by ETP funds such as, materials, supplies, trainer travel, training equipment, lab costs, and the cost of developing the ETP Application.

Trainers

Trainers will consist of IVC/ATEP faculty, adjunct trainers of the college and third party training providers as may be identified by IVC. No out of state training providers will be used to deliver ETP funded-training.

Training Locations

Training proposed herein will occur at IVC's Advanced Technology and Education Park campus ("ATEP") located at 15445 Landsdowne Road, Tustin, CA 92782 and at employer locations in the Orange County area. IVC estimates that approximately 60% of the training will be given on its campus and approximately 40% will be given on-site at participating company facilities throughout Orange County. The location of training will depend on the number of employees to be trained from any one participating employer at a time, the facilities available either at the employer's site or at IVC's ATEP campus, and the needs of the employer.

Trainee Occupations, Wages

Occupations	Minimum Wage	Maximum Wage	# of Trainees
Administrative/Support Staff	\$ 14.87	\$ 19.25	5
Customer Service Staff	\$ 14.87	\$ 21.50	5
Engineers/Designers	\$ 25.78	\$ 72.00	35
Finance/Accounting Staff	\$ 14.87	\$ 28.95	5
Inspector	\$ 14.87	\$ 25.00	5
Machine Operator/CNC	\$ 14.87	\$ 29.30	5
Managers and Supervisors	\$ 19.75	\$ 65.00	25
Manufacturing/Production Staff	\$ 14.87	\$ 36.00	30
Materials Handler/Operator	\$ 14.87	\$ 18.75	10
Scientist	\$ 34.90	\$ 75.00	5
Technicians	\$ 14.87	\$ 38.53	30
Warehouse/Logistics Staff	\$ 14.87	\$ 18.50	5
Health Benefits (Medical, Dental Vision) Dollar Amount Per Hour	Health Benefits will vary by participating employer and may be added to a trainee's wages to meet or exceed the ETP minimum hourly rate of \$14.87 for Orange County.		
Other Company Benefits Offered by Participating Employers	Employee benefits will vary but generally will include vacation time, medical and dental benefits, life insurance and other benefits as may be applicable to each participating employer.		
Hours in Work Week	Trainees to be trained under the proposed Agreement will meet ETP's definition of a full-time worker, working at least 35 hours per week.		
Trainee Wages While In Training	Trainees will be paid by their employers while in ETP-funded training.		
% Managers and Supervisors	15%		
Union	While the core employers represented in this Application do not have workers covered by a collective bargaining agreement, it is possible that other employers who may participate in the project would have union representation. In this event the union contact information and a union support letter will be provided to ETP staff with the Employer Certification.		
Total In-kind Contribution:	It is estimated that employers will provide an in-kind contribution of approximately \$202,675 of trainee wages while in training		
Reimbursement Method:	Fixed-Fee		
Counties Served:	Orange County		
Turnover Rate:	Less than 20%		

VARIABLE CHART								
1	2	3	4	5	6	7	8	13
Job #	Occupations	Type of Training	No. Retain	Standard Class /Lab	Adv. Tech. Class /Lab	CBT Hours	Average Cost Per Trainee	Wage After Retention
Retrainee		Priority Industry - Small Business	50	VAR	VAR	N/A	\$1,112	\$14.87
1	Administrative/Support Staff, Customer Service Staff Engineer/Designers, Finance/ Accounting Staff, Inspector, Machine Operator/CNC, Managers/ Supervisor, Manufacturing/Production Staff, Materials Handler/Operator, Scientist, Technicians, Warehouse/Logistics Staff	Menu Curriculum Business Skills, Commercial Skills, Computer Skills Continuous Improvement Skills, Manufacturing Skills, Advanced Technology Skills				Weighted Average Hours Per Trainee 40		
						Range of Hours: Min = 8 Max = 200		
						Job Group Total	\$ 55,620	
Retrainee		Priority Industry - Large Employer	115	VAR	VAR	N/A	\$1,251	\$14.87
2	Administrative/Support Staff, Customer Service Staff Engineer/Designers, Finance/ Accounting Staff, Inspector, Machine Operator/CNC, Managers/ Supervisor, Manufacturing/Production Staff, Materials Handler/Operator, Scientist, Technicians, Warehouse/Logistics Staff	Menu Curriculum Business Skills, Commercial Skills, Computer Skills Continuous Improvement Skills, Manufacturing Skills, Advanced Technology Skills				Weighted Average Hours Per Trainee 65		
						Range of Hours: Min = 24 Max = 200		
						Job Group Total	\$ 143,894	
TOTAL ETP UNDIG		\$	199,514	TOTAL NO. TO RETAIN		165		

6

TRAINING PLAN WORKSHEET (ETP 006)

Contractor: Irvine Valley College

Reference Number:

09-0168

JOB #1 - PRIORITY INDUSTRY - SMALL BUSINESS								
# to Be Retained		Class/Lab Hours - Retrainee @ \$27.81	GBT @ \$8.56	Advanced Technology @ \$27.81	Total Hours	Cost Per Trainee	Total Cost	
Training Type: Menu Curriculum		8	0	0	8	\$ 222	\$ 2,225	
Trainee Occupations:		Administrative/Support Staff, Customer Service Staff, Engineers/Designer, Finance/Accounting Staff, Inspector, Machine Operator/CNC, Managers/Supervisors, Manufacturing/ Production Staff, Materials Handler/Operator, Scientist, Technicians, Warehouse/ Logistics Staff						
Trainee Wage after 90-day Retention for this Job:		At least \$14.87 per hour						
Employer-paid health benefits to be added to trainees' wages in this Job?				Yes for some trainees	Amount	Varies	per hour	
JOB #2 - PRIORITY INDUSTRY - SMALL BUSINESS								
# to Be Retained		Class/Lab Hours - Retrainee @ \$27.81	GBT @ \$8.56	Advanced Technology @ \$27.81	Total Hours	Cost Per Trainee	Total Cost	
Training Type: Menu Curriculum		16	0	24	40	\$ 1,112	\$ 33,372	
Trainee Occupations:		Engineers/Designer, Inspector, Machine Operator/CNC, Managers/Supervisors, Manufacturing/Production Staff, Scientist, Technicians						
Trainee Wage after 90-day Retention for this Job:		At least \$14.87 per hour						
Employer-paid health benefits to be added to trainees' wages in this Job?				Yes for some trainees	Amount	Varies	per hour	
JOB #3 - PRIORITY INDUSTRY - SMALL BUSINESS								
# to Be Retained		Class/Lab Hours - Retrainee @ \$27.81	GBT @ \$8.56	Advanced Technology @ \$27.81	Total Hours	Cost Per Trainee	Total Cost	
Training Type: Menu Curriculum		8	0	50	58	\$ 1,613	\$ 16,130	
Trainee Occupations:		Engineers/Designer, Inspector, Machine Operator/CNC, Managers/Supervisors, Manufacturing/Production Staff, Scientist, Technicians						
Trainee Wage after 90-day Retention for this Job:		At least \$14.87 per hour						
Employer-paid health benefits to be added to trainees' wages in this Job?				Yes for some trainees	Amount	Varies	per hour	

TRAINING PLAN WORKSHEET (ETP 006)

Contractor: Irvine Valley College

Reference Number:

09-0168

JOB #1 - PRIORITY INDUSTRY - LARGE EMPLOYER								
# to Be Retained	35	Class/Lab Hours - Retrainee @ \$19.25	CBT @ \$8.56	Advanced Technology @ \$27.81	Total Hours	Cost Per Trainee	Total Cost	
Training Type: Menu Curriculum		24	0	0	24	\$ 462	\$ 16,170	
Trainee Occupations:	Administrative/Support Staff, Customer Service Staff, Engineers/Designer, Finance/Accounting Staff, Inspector, Machine Operator/CNC, Managers/Supervisors, Manufacturing/ Production Staff, Materials Handler/Operator, Scientist, Technicians, Warehouse/ Logistics Staff							
Trainee Wage after 90-day Retention for this Job:	At least \$14.87 per hour							
Employer-paid health benefits to be added to trainees' wages in this Job?	Yes for some trainees	Amount	Varies	per hour				
JOB #2 - PRIORITY INDUSTRY - LARGE EMPLOYER								
# to Be Retained	30	Class/Lab Hours - Retrainee @ \$19.25	CBT @ \$8.56	Advanced Technology @ \$27.81	Total Hours	Cost Per Trainee	Total Cost	
Training Type: Menu Curriculum		16	0	16	32	\$ 753	\$ 22,569	
Trainee Occupations:	Engineers/Designer, Inspector, Machine Operator/CNC, Managers/Supervisors, Manufacturing/Production Staff, Scientist, Technicians							
Trainee Wage after 90-day Retention for this Job:	At least \$14.87 per hour							
Employer-paid health benefits to be added to trainees' wages in this Job?	Yes for some trainees	Amount	Varies	per hour				
JOB #3 - PRIORITY INDUSTRY - LARGE EMPLOYER								
# to Be Retained	50	Class/Lab Hours - Retrainee @ \$19.25	CBT @ \$8.56	Advanced Technology @ \$27.81	Total Hours	Cost Per Trainee	Total Cost	
Training Type: Menu Curriculum		0	0	80	80	\$ 2,225	\$ 111,240	
Trainee Occupations:	Engineers/Designer, Inspector, Machine Operator/CNC, Managers/Supervisors, Manufacturing/Production Staff, Scientist, Technicians							
Trainee Wage after 90-day Retention for this Job:	At least \$14.87 per hour							
Employer-paid health benefits to be added to trainees' wages in this Job?	Yes for some trainees	Amount	Varies	per hour				

Curriculum

Irvine Valley College
ETP Ref # 09-0168

**ETP Menu Curriculum
Irvine Valley College
ETP Ref # 09-0168**

Class/Lab

Job 1 – 8 – 200 Hours

Job 2 – 24 – 200 Hours

Trainees may take any of the following:

Business Skills

- Business Writing
- Chinese for Business Communications
- Effective Communication Skills
- Financial Analysis Skills
- Multigenerational Workforce
- Presentation Skills
- Providing Quality Customer Service
- Sales Skills

Commercial Skills

- Optimal Operating Methods
- Preventative Equipment Maintenance
- Setting Standards
- Warehouse Operations
- Work Measurement

Computer Skills

- Building a Computer
- Computer Repair with CompTIA
- Database Management Skills
- Intermediate/Advanced Microsoft Word, Excel, PowerPoint Skills

Continuous Improvement Skills

- Business Reengineering
- Coaching and Feedback/360 Degree Feedback
- Conflict Management
- Decision Making
- Effective Leadership Skills / Situational Leadership
- Effective Meeting Skills
- Environmental Skills
 - Environmental Compliance/Auditing
 - Green Generalist
 - Sustainability Planning
- Goal Setting
- Innovation at Work
- Interpreting & Analyzing Data
- Introduction to ISO
- Lean Office Administration
- Managing Change / Change Planning
- Negotiation Skills
- Problem Solving / Team Problem Solving
- Project Management
- Six Sigma
- Statistical Process Control
- Strategic Planning
- Team Work / Building Teams
- Time Management Skills
- Total Quality Management Skills

ETP Menu Curriculum (continued)
Irvine Valley College
ETP Ref # 09-0168

Manufacturing Skills

- Manufacturing Process Control and Improvement
 - Geometric Dimensioning & Tolerance
 - ISO Implementation
 - Lean Manufacturing Techniques
 - New Product Design and Development
 - Supply Chain Development
- Principles of Machine Technology
- Process Engineering/Design
 - Analyzing examples from nature
 - Elimination of paints, adhesives and solvents
 - How going LEAN makes you Green
 - Reduce hazardous air emissions, solid and liquid waste
 - Right sizing equipment to reduce energy consumption

Advanced Technology Skills

- Automation
- Cad/CAM Design Software
 - SolidWorks 3D Modeling/Surface Modeling
 - LabVIEW
 - AutoCAD
 - Illustrator
 - Master CAM
- CNC Programming/Milling/Lathe/CNC Using Master CAM
- Electronic Component Design and Integration
- Electronics and Optics
- Electronics for Maintenance Technicians
- Electropneumatics
- Fundamentals of Light and Lasers
- Introduction to PLC's
- Laser Material Processing
- Motor Controls
- Optics, Light and Lasers / Fiber Optics
 - Optical Detection and Radiometry
 - Testing and Evaluating Consumer Optics
- PLC Programming and Trouble Shooting
- Pneumatics
- Product Design
 - Developing Eco-friendly supply chains
 - Eco-design strategies
 - Eco-design tools & methodologies
 - Environmental marketing
- Quality and Test Engineering
- Rapid Prototyping

***Subagreements
&
Participating Employer Information***

Irvine Valley College
ETP Ref # 09-0168

SUBCONTRACTOR(s)/SUB-TIER SUBCONTRACTOR(s) (ETP 100D)

List any Subcontractor(s)/sub-tier Subcontractor(s) participating in the Agreement for:

Contractor: Irvine Valley College
 Reference No: 09-0168 Agreement Number: ET -0000

PRINT OR TYPE

Representative's Name: Julianna Kirby
 Title: President
 Organization: Training Funding Partners
 Address: 1173 Warner Avenue
 City, State, Zip: Tustin, CA 92780
 Contact Person/Title: Julianna Kirby / President
 Telephone No.: 714.259.7330
 Cost of Service: 12% of amount earned by IVC for training
 Description of Service: ETP Administration

Representative's Name: Eric Herzog
 Title: President
 Organization: Quest Consulting & Training Corp.
 Address: 865 Via de la Paz, #201
 City, State, Zip: Pacific Palisades, CA 90272
 Contact Person/Title: Robert King, Regional Director
 Telephone No.: 310-454-2754
 Cost of Service: Costs to be determined
 Description of Service: Business Skills, Continuous Improvement Skills, Computer Skills, Commercial Skills, Literacy Skills Training

Representative's Name:
 Title:
 Organization:
 Address:
 City, State, Zip:
 Contact Person/Title:
 Telephone No.:
 Cost of Service:
 Description of Service:

**Participating Employers in Retrainee
Multiple Employer Contractor (MEC) Agreements
(ETP 100B)**

Contractor's Name: Irvine Valley College	CCG No.: ET**-0000
Reference No: 09-0168	Page

PRINT OR TYPE

Company: TEVA Parenteral Medicines, Inc.
Address: 19 Hughes
City, State, Zip: Irvine, CA 92618
Contact Person/Title: Amelia Huckabee / Sr. Director HR and Administration
Telephone No.: 949.455.4760
Collective Bargaining Agreement(s): Not Applicable
Total # of full-time company employees worldwide: 34,000
Total # of full-time company employees in California: 800
Estimated # of employees to be retrained or hired under this Agreement: 20

Company: Mark Optics, Inc.
Address: 1424 East St. Gertrude Place
City, State, Zip: Santa Ana, CA 92785
Contact Person/Title: Julie Houser / Owner
Telephone No.: 714.545.6684
Collective Bargaining Agreement(s): Not Applicable
Total # of full-time company employees worldwide: 18
Total # of full-time company employees in California: 18
Estimated # of employees to be retrained or hired under this Agreement: 4

Company: Meggitt Electronics
Address: 30700 Rancho Viejo Road
City, State, Zip: San Juan Capistrano, CA 92675
Contact Person/Title: Thomas G. Tillotson / VP Human Resources
Telephone No.: 949.276.0480
Collective Bargaining Agreement(s): Not Applicable
Total # of full-time company employees worldwide: 265
Total # of full-time company employees in California: 260
Estimated # of employees to be retrained or hired under this Agreement: 60

Contractor's Name: Irvine Valley College	CCG No.: ET**-0000
Reference No: 09-0168	Page
PRINT OR TYPE	
Company: PacMin, Inc.	
Address: 2021 Raymer Avenue	
City, State, Zip: Fullerton, CA 92833	
Contact Person/Title: Susan Ellis / Administrative Vice President	
Telephone No.: 714.447.4478, ext 36	
Collective Bargaining Agreement(s): Not Applicable	
Total # of full-time company employees worldwide: 75	
Total # of full-time company employees in California: 75	
Estimated # of employees to be retrained or hired under this Agreement: 30	
Company: Bazz-Houston Co.	
Address: 12700 Western Avenue	
City, State, Zip: Garden Grove, CA 92841	
Contact Person/Title: Rey Constantino / HR Manager	
Telephone No.: 714.898.2666	
Collective Bargaining Agreement(s): Not Applicable	
Total # of full-time company employees worldwide: 175	
Total # of full-time company employees in California: 95	
Estimated # of employees to be retrained or hired under this Agreement: 15	
Company: MicroVention	
Address: 1311 Valencia Avenue	
City, State, Zip: Tustin, CA 92780	
Contact Person/Title: Cherie Henket / Vice President, Human Resources	
Telephone No.: 714.247.8063	
Collective Bargaining Agreement(s): Not Applicable	
Total # of full-time company employees worldwide: 470	
Total # of full-time company employees in California: 409	
Estimated # of employees to be retrained or hired under this Agreement: 40	

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Irvine Valley College: Energy Service Agreement Amendment No. 1
ACTION: Approval

BACKGROUND

On November 19, 2003, the Board of Trustees adopted a resolution to approve energy conservation measures at Irvine Valley College, approved a performance based energy agreement and approved assignment of the CMS Viron Corporation agreement to Chevron Energy Solutions Company.

IVC Director of Facilities assessed one of the thirteen energy savings measures as underperforming based on faulty cogeneration equipment and began negotiations with Chevron for improvements.

STATUS

Chevron Energy Solutions Company has proposed replacement of the faulty cogeneration equipment with an electric chiller. Because of this replacement, the original equipment is "Removed from Savings Calculations" as shown in the Energy Services Contract Amendment (Exhibit A) Item 1, Schedule C and the original Measured Energy Savings are reduced in Item 2, Schedule E. Staff recommends approval of this amendment.

Funds for these services are available in the general fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve amendment No. 1 to the Performance Based Energy Savings Agreement assigned to Chevron Energy Solutions Company (Exhibit A).

**Energy Services Contract Amendment
Micro-turbine retrofit Scope, Savings, and Performance Guarantee**

Customer Contract Title: Energy Services Contract	Customer Job No. DWCES-31570
Customer Contract Effective Date: October 1, 2003	Amendment Effective Date: November 3, 2009

Customer Name:	Irvine Valley College
Customer Address:	28000 Marguerite Park Way
	Mission Viejo, CA 92692
Contact:	Attention: John Edwards, Facility Director
Job Location:	5500 Irvine Center Drive
	Irvine, CA 92618

I) Amendment No. 01

Amendments to the Contract are as follows:

- Schedule C shall be amended as follows:

The first table shall be replaced in its entirety with the following.

ECM	Electric kWh	Electric kW	Natural Gas	Domestic Water	Dollar Value
LTG1 (L1-L7) - Lighting Upgrade	Option A	Option A	N/A	N/A	\$61,575
LTG1 (L8) - Occupancy Sensors	Stipulated	Stipulated	N/A	N/A	\$0
LTG2 - Daylighting	Stipulated	Stipulated	N/A	N/A	\$1,463
EMS1 - Building Control and EMS Upgrade	Stipulated	Stipulated	Not Defined	N/A	\$1,619
M1 - Packaged Air to Air Heat Pump Replacement	Stipulated	Stipulated	N/A	N/A	\$33,269
M2 - Airside Economizers	Stipulated	Stipulated	N/A	N/A	\$23,840
M3 - HVAC Redesign/Upgrade	Stipulated	Stipulated	Not Defined	N/A	\$6,644
M4 - Variable Frequency Drive Upgrade w/ High Efficiency Motors	Stipulated	Stipulated	N/A	N/A	\$5,014
M5 - Boiled and Domestic Hot Water Heater Replacements	N/A	N/A	Not Defined	N/A	\$0
DG1 - Cogeneration	Removed from Savings Calculation				
DG2 - Photovoltaic	Stipulated	Stipulated	N/A	N/A	\$17,399
W1 - Expanded Irrigation	N/A	N/A	N/A	Stipulated	\$10,305
W2 - Low Flow Faucets, Showers and Toilets	N/A	N/A	N/A		
Total Savings					\$161,128

In addition, the end of Schedule C beginning with the subheading Cogeneration – (Option A&B) until the end of Schedule C shall be deleted in its entirety.

2. Schedule E shall be amended as follows:

The table titled Energy Savings per Year (EC Savings) shall be replaced in its entirety with the following:

Year	Measured Energy Savings	Stipulated Energy Savings	Stipulated Water Savings	Total Utility Savings	Operational Savings	Guaranteed Savings
1	\$61,575	\$89,248	\$10,305	\$161,128	\$40,000	\$201,128
2	\$62,807	\$91,033	\$10,511	\$164,351	\$40,800	\$205,151
3	\$64,063	\$92,854	\$10,721	\$167,638	\$41,616	\$209,254
4	\$65,344	\$94,711	\$10,936	\$170,990	\$42,448	\$213,439
5	\$66,651	\$96,605	\$11,154	\$174,410	\$43,297	\$217,707
6	\$67,984	\$98,537	\$11,378	\$177,898	\$44,163	\$222,062
7	\$69,343	\$100,508	\$11,605	\$181,456	\$45,046	\$226,503
8	\$70,730	\$102,518	\$11,837	\$185,085	\$45,947	\$231,033
9	\$72,145	\$104,568	\$12,074	\$188,787	\$46,866	\$235,654
10	\$73,588	\$106,660	\$12,315	\$192,563	\$47,804	\$240,367
11	\$75,060	\$108,793	\$12,562	\$196,414	\$48,760	\$245,174
12	\$76,561	\$110,969	\$12,813	\$200,342	\$49,735	\$250,077
13	\$78,092	\$113,188	\$13,069	\$204,349	\$50,730	\$255,079
14	\$79,654	\$115,452	\$13,331	\$208,436	\$51,744	\$260,181
15	\$81,247	\$117,761	\$13,597	\$212,605	\$52,779	\$265,384
	\$1,064,842	\$1,543,403	\$178,209	\$2,786,454	\$691,737	\$3,478,190

3. Schedule I shall be amended as follows:

The Annual Monitoring Fee shall be eliminated such that:

Year One Monitoring Fee	\$0
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And there will be no ongoing monitoring fee charged to the Client

II. ADDITIONAL SCOPE OF WORK TO CONTRACT

Micro-turbine Removal and Electric Chiller Installation

General Conditions Scope of Work provided by Chevron ES:

- Project management and engineering.
- Construction management and supervision.
- Cranes, lifts, rigging, and tools necessary to complete the work.
- Startup, testing, commissioning, and training.
- Manufacturers' warranty will be extended to the College.

General Engineering Scope of Work provided by Chevron ES:

- Construction Drawing/Document Package (mechanical, electrical, plumbing and structural as necessary to complete the work).
- CAD and shop drawings as appropriate for the work.
- Equipment submittals.
- As-built drawings and documentation.
- O&M manuals.

Cogeneration System Removal Scope of Work:

Chevron ES will perform the following work:

- Remove and dispose of existing cogeneration system to include:
 - o Four (4) Capstone C60 Micro-turbines
 - o Four (4) Copeland fuel gas boosters
 - o One (1) Thermax Absorption ChillerThe College may elect to retain the above listed equipment at any point prior to its removal from site. If College elects to retain the equipment, it will be re-located to within ten feet of the Power House 2 mechanical enclosure.
- Remove and dispose of motors and pumps not necessary for the chiller and boiler plant operation.
- Remove and dispose of piping (Process, Hot Water, Chiller, Condenser, and Gas), pipe supports and hydronic accessories not necessary for the chiller and boiler plant operation.
- Remove and dispose of electrical equipment including conduit, terminate wire back to their sources, disconnects, starters and electrical supports.
- Cap off conduits that are subbing up from the slab and through walls.
- Remove and dispose of sub-electrical meter and blank off.
- Re-label panels and switches as necessary to properly identify.
- Remove and dispose of wires from breakers and label breakers spare, provide updated panel schedules.
- Remove and dispose of existing DDC controls associated with the Micro-turbines and absorption chiller.
- Remove and dispose of existing DDC controls associated with the process hot water pumps, automatic control valves temperature sensors not necessary for the chiller and boiler plant.

Electric Chiller Installation Scope of Work:

Chevron ES will perform the following work:

- Mechanical Scope of Work:
 - o Furnish and install one (1) one 150-ton McQuay (Turbocor) Electric Chiller in location of the absorption chiller.
 - o Modify existing piping to connect to the new chiller.
 - o Furnish and install necessary hydronic accessories.
 - o Balance flow rates to rates identified on construction drawings.
 - o Modify overhead structure with sheet metal side panels to provide minimal protect to the chiller from the environment.
- Electrical Scope of Work:
 - o Furnish and install new conduit (GRC), wire and disconnect for the chiller.
 - o Furnish and install new breaker bucket in existing MCC.
 - o Perform all final terminations and test for voltage and phase rotation.
- Energy Management Scope of Work
 - o Furnish and install a new TAC control panel for the new electric chiller system
 - o Furnish and install a new Onicon F-3500 Insertion magnetic flow meter
 - o Furnish and install an Onicon BTU panel for tons calculation
 - o Tie-in new WMC chiller start/stop, status, alarm and Chilled water set point control to the new control panel
 - o Tie-in existing TAC control points for cooling tower, chilled water pump, condenser water pump.
 - o Furnish and install new temperature sensors for chilled and condenser water supply and return lines

- o Write new control logic per new sequence of operation to control new chiller, maintain condenser water supply temp, cooling tower fan control and monitoring system tons via BUT control panel
- o Tie-in new plant control system to campus TAC control system
- o Run new control conduit and low voltage wiring as required to complete the DDC installation
- o Modify graphic user interface pages at facilities Andover Cyberstation to match changes at Power House 2
- o Start up and commission the new DDC control system
- o Provide control drawings for the new chiller plant

General Project Exclusions and Clarifications

- DSA plan review and fees are not included. Chevron assumes the College will waive such requirements and fees.
- Chevron has assumed project construction will be allowed to proceed smoothly and in a continuous flow. No allowance has been made to demobilize and remobilize resources due to schedule interruptions.
- Temporary utilities to be provided by College at no cost (trailer power, phone lines, construction power, etc).
- Removal and disposal of hazardous materials, including asbestos containing materials, to be by the College (except as noted above).
- No allowance has been made to repair or replace damaged or inoperable existing equipment that is not specifically being replaced under the Scope of Work. When such items are discovered, Chevron will immediately notify the College representative.
- No temporary heating or cooling services will be provided. Chevron will attempt to phase the construction in such a way as to avoid any complete interruptions of service. Interruptions to services (chilled water, heating hot water, and electricity) are temporary, short term and will be coordinated with the College.
- The remaining Provisions of the Customer's Contract shall remain unchanged.

Criteria for Achieving Beneficial Use:

CHILLER

Two weeks of uninterrupted supply of GPM flows within 10% of design values at a supply temperature of 45°F or lower. Uninterrupted operation is defined as: no involuntary shutdowns due to mechanical difficulties. Flows shall be established by a test and balance report. Temperature performance shall be established by EMS trend logs or by manual spot checks of a temperature gauge by a Chevron ES employee.

PROJECT SCHEDULE

After contract amendment execution, a Chevron Construction Manager will develop, with input from the College staff, a master Microsoft® Project schedule. The project team will establish and conduct a construction kick-off meeting.

At this time, Chevron ES estimates that after contract amendment execution, the issuing of subcontractor contracts, design/engineering, mobilization, construction, and commissioning/turnover will take 2 months.

IRVINE VALLEY COLLEGE

By: _____

Print Name: _____

Title: _____

CHEVRON ENERGY SOLUTIONS COMPANY, a division of Chevron U.S.A. Inc

By: _____

Print Name: _____

Title: _____

RETURN EXECUTED COPY TO: Chevron Energy Solutions Company, a division of Chevron U.S.A. Inc. 345 California Street, 18th Floor, San Francisco, CA 94104, Attn.: Contract Administrator

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Amendment to Blackboard Mobile Contract
ACTION: Approval

BACKGROUND

The District has used the Blackboard Learning Management System (LMS) since 1999 to facilitate distance education and provide supplemental support for hybrid and traditional on-campus classes. Blackboard now offers a new service, Blackboard Mobile, which has two modules, Mobile Learn and Mobile Central. Mobile Learn allows access to the LMS system through mobile devices. Mobile Central would allow the colleges to provide online services to students through their mobile phones. On January 25, 2010, the Board of Trustees ratified a one-year contract for Blackboard Mobile.

District IT formed a mobile design team with representation from both colleges that has been working with the Blackboard Mobile framework to deliver services to students, including online access to class schedules, the staff/faculty directory, campus news, and campus maps with GPS location capabilities. The services are currently being tested and will be available to students in early spring 2011. They will initially be available on the iPhone and soon after via Android, Blackberry, and any phone with a mobile web browser. Mobile access to the Blackboard LMS server will also be made available at that time, allowing students and faculty to interact via their mobile devices.

STATUS

District IT is proposing a project for early 2011 to expand upon the initial offering and provide students access to MySite services through this mobile application.

The district-wide cost for the amended Blackboard Mobile agreement is \$36,860 for year one (Dec 31, 2010—June 30, 2011) and \$60,260 for year two (July 1, 2011—June 30, 2012). This brings the total cost for 18 months to \$97,120 (Exhibit A). Funding will be provided by 2009-2010 basic aid funds as a one-time expenditure to pilot this new system.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the amendment, Exhibit A, with Blackboard Mobile for a total amount not to exceed \$97,120.

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

VOID IF EXECUTED AFTER: December 31, 2010
 South Orange County Community College District



Blackboard

**AMENDMENT
 TO THE BLACKBOARD MOBILE SCHEDULE DATED DECEMBER 17, 2009 BETWEEN BLACKBOARD INC. AND SOUTH
 ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

This Amendment to the Blackboard Mobile Schedule dated December 17, 2009 (“Schedule”) between Blackboard, Inc. (“Blackboard”) and South Orange County Community College District (“Customer”) is made as of the last signature date indicated below.

The purpose of this amendment is to modify the following sections of the Blackboard Mobile Schedule. The parties hereby agree to the following terms and conditions:

1. *All references to Blackboard Mobile Central are hereby deleted and replaced with Blackboard Mobile.*

2. *Section 1.1, entitled Service, is hereby deleted in its entirety and replaced with the following:*

1.1 **Service.** In consideration for the applicable fees, Blackboard shall provide the Customer with the use of the selected Blackboard Mobile Service(s) for Customer’s institution. Upon execution of this Schedule, Blackboard shall provide Customer’s designated representative with access to one or more of the Blackboard Mobile service team members who will be responsible for providing Customer with the support services (the “Support Services”) associated with the selected Blackboard Mobile Services.

3. *Section 1.2, entitled Distribution of User Software, is hereby deleted in its entirety and replaced with the following:*

1.2 **Distribution of User Software.** Subject to the terms and conditions of this Schedule and the Master Terms, Blackboard grants Customer a limited, non-exclusive, non-transferable, right during the Term to distribute any User Software produced through the Support Services to be used in conjunction with the Central Service for non-commercial use. Promotion and distribution of the User Software is the responsibility of Customer. Distribution of the User Software by Customer to its end users shall be pursuant to a license agreement which is reasonably satisfactory to Blackboard; provided, however, that the standard distribution terms utilized by Apple Inc. to distribute applications through its Apple App Store shall be deemed satisfactory unless Blackboard otherwise notifies Customer in writing.

4. *Section 3.7, entitled, Blackboard Mobile Central Service, is hereby deleted in its entirety and replaced with the following:*

3.7 “**Blackboard Mobile Service**” means each service provided by Blackboard for each Licensed Module consisting of support services in the production, configuration and maintenance of User Software which operates in conjunction with the Central Service.

5. The following supersedes and replaces Customer’s original Order Form as Customer is purchasing Mobile Learn in addition to Mobile Central:

**Blackboard Mobile
 Order form**

<input checked="" type="checkbox"/>	New order
<input type="checkbox"/>	Additional/revised order

Customer:	South Orange County Community College District
FTE band:	15k-25k
Initial Term:	18 months
Effective Date:	The last of the dates indicated in the signatures below

Payment schedule for Initial Term:	\$ 60260- (\$ 23400) = \$ 36860 YEAR 1 (December 31, 2010 – June 30, 2011) \$60260 YEAR 2 (July1, 2011-June 30, 2012)
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Licensed Modules:	Blackboard Mobile Central suite	Licensed Platforms
		iPhone mobile web browser BlackBerry

Licensed Modules:	Blackboard Mobile Learn	Android iPhone BlackBerry Android iPad
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Notes:

1. The terms of the Blackboard Mobile Schedule are incorporated by reference and accompany this Order Form. Capitalized terms used in this Order Form are defined in the Blackboard Mobile Schedule or corresponding Blackboard License and Services Agreement.

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written below.

BLACKBOARD

Customer: **South Orange County Community College District**

Signature
Tess Frazier-VP Contracts

Print Name and Title

Date:

Signature

Print Name and Title

Date:

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Authorized Signature List of Board of Trustees' Designees to Approve Documents and Contracts

ACTION: Approval

BACKGROUND

On September 24, 2007, the Board of Trustees authorized a list of positions with authority sign documents and contracts in accordance with Section 81655, 81656 and 85232 of the Education Code, Public Contract Code Section 20651 and Board Policy 2100. The Orange County Department of Education requires a current updated list of authorized signatures.

STATUS

EXHIBIT B details all authorized designees by position to execute documents and contracts including a brief description of those items. The position of Chancellor has been filled to reflect a change in personnel (EXHIBIT A).

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve EXHIBIT A authorizing individuals occupying the position listed on EXHIBIT B to be approved as presented.

AUTHORIZATION OF SIGNATURES**SOUTH ORANGE COUNTY COMMUNITY COLLEGE SCHOOL DISTRICT**

December 6, 2010

I, Gary Poertner, Secretary, of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular/special meeting thereof, held on the 30th day of August 2010 adopted by a majority vote of said Board, a board action/resolution that the following named persons be authorized to sign necessary documents related to Payroll, Vendor Order for Payment, Purchase Orders, Contracts, and Travel Reimbursement Requisitions, as indicated, and that all previous authorization of signatures are rescinded. This board action/resolution further states that the authorization is subject to the following provisions:

NAME TYPED	SPECIMEN SIGNATURE	AUTHORIZATION TO SIGN				
		Payroll Documents	Vendor Payment Orders	Purchase Orders	Contracts	Travel Reimbursements
Gary Poertner		X	X	X	X	X
Robert S. Bramucci						X
David P. Bugay		X	X	X	X	X
Beth Mueller		X	X	X	X	X
Brandye D'Lena			X	X	X	X

Pursuant to provisions of Education Code sections 42630-34/85230-34

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2 ____.

Secretary _____
Gary Poertner

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEE'S DESIGNEES TO
EXECUTE DOCUMENTS AND CONTRACTS

POSITION

Chancellor	Advertise for Bids, Checks, Check Registers, Claim Settlements, Construction Contracts/Change Orders, General Contracts, Employment Contracts, Collective Bargaining Agreements, Notices of Employment/Changes of Status, Purchase Orders, Travel Authorization/Expense Claims and Payroll Documents (E.C. 81655, 81656 & 85232, Public Contract code 20651)
Vice Chancellor, Business Services	Advertise for Bids, Checks, Check Registers, Claim Settlements, Construction Contracts/Change Orders, General Contracts, Employment Contracts, Collective Bargaining Agreements, Notices of Employment/Changes of Status, Purchase Orders, Travel Authorization/Expense Claims and Payroll Documents (E.C. 81655, 81656 & 85232, Public Contract code 20651)
Vice Chancellor, Technology & Learning Resources	Application for Funds and Grants, Travel Reimbursements and Checks
Vice Chancellor, Human Resources	Employment Contracts, Collective Bargaining Agreements, Employment Claim Settlements, Notices of Employment/Change of Status, Travel Reimbursements and Checks
District Director of Fiscal Services	Checks, Check Registers, Claim Settlements, General Contracts, Purchase Orders, Payroll Documents and Travel Reimbursements
Director of Facilities, Planning & Purchasing	Advertise for Bids, Contracts for Supplies and Services within Bid Limits, Purchase Orders and Travel Reimbursements
College and District Classified Management Staff and Academic Administrative Staff	Travel Reimbursements

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Budget Amendment: Adopt Resolution No. 10-21 to Amend 2010-11 Restricted General Fund
ACTION: Approval

BACKGROUND

Title 5 of the California Code of Regulations, Section 58199.5 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 2010-11 Adopted Budget.

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

CACT Workforce Development for ATEP	(\$18,591)
CACT Workforce Development for Irvine Valley College	\$18,591
BFAP Allocation for Irvine Valley College	\$21,618
CARE Allocation for Saddleback College	\$168
EOPS Allocation for Saddleback College	\$32,704
IDRC Enviromental Design & Compliance Center for ATEP	(\$220,000)
IDRC Enviromental Design & Compliance Center for Irvine Valley College	\$220,000
Business Industry Collaborative for Irvine Valley College	\$6,800
Total Increase to the General Fund	<u>\$61,290</u>
Total Budget Amendment	<u>\$61,290</u>

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 10-21 to amend the 2010-11 Adopted Budget as indicated in Exhibits A & B.

Item Submitted By: *David Bugay, Ph.D., Acting Vice Chancellor, Business Services*

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION 10-21

December 6, 2010

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$61,290.00 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Title 5 of the California Code of Regulations, Section 58199.5 as follows:

<u>Fund</u>	<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
01	8619	State Revenue	\$21,618
01	8622	State Revenue	\$32,872
01	8690	State Revenue	\$6,800
			<hr/>
			\$61,290
			<hr/>

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

<u>Fund</u>	<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
01	1000	Academic Salaries	\$25,830
01	2000	Classified Salaries	\$0
01	3000	Fringe Benefits	\$445
01	4000	Books & Supplies	\$4,100
01	5000	Other Operating Expenses & Services	\$28,070
01	6000	Capital Outlay	\$0
01	7000	Other Outgo	\$2,845
			<hr/>
			\$61,290
			<hr/>

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Title 5 of the California Code of Regulations, Section 58199.5, such excess funds are to be appropriated according to the following schedule:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION 10-21

December 6, 2010

BUDGET AMENDMENT EXPENDITURE DETAIL

CACT Workforce Development for ATEP

INCOME

01-	8890-	1-010-8-016-060-6820	CACT for ATEP	-10,254
01-	8890-	1-010-8-016-060-6840	CACT for ATEP	-7,157
01-	8890-	2-010-8-016-060-6011	CACT for ATEP	-1,180
				<u>-18,591</u>

EXPENDITURE

01-	2483-	1-010-8-016-060-6820	TEMP INSTR STAFF, HOURLY	-5,887
01-	2483-	1-010-8-016-060-6840	TEMP INSTR STAFF, HOURLY	-4,409
01-	2483-	2-010-8-016-060-6820	TEMP INSTR STAFF, HOURLY	-1,075
01-	3220-	1-022-1-051-000-6310	PERS NINSTR STAFF	-675
01-	3220-	1-010-8-016-060-6840	PERS NINSTR STAFF	-450
01-	3310-	1-010-8-016-060-6820	OASDI INSTR STAFF	-365
01-	3310-	1-010-8-016-060-6840	OASDI INSTR STAFF	-273
01-	3310-	2-010-8-016-060-6820	OASDI INSTR STAFF	-67
01-	3350-	1-010-8-016-060-6820	MEDICARE INSTR STAFF	-85
01-	3350-	1-010-8-016-060-6840	MEDICARE INSTR STAFF	-64
01-	3350-	2-010-8-016-060-6820	MEDICARE INSTR STAFF	-16
01-	3510-	1-010-8-016-060-6820	UNEMPL INSTR STAFF	-43
01-	3510-	1-010-8-016-060-6840	UNEMPL INSTR STAFF	-32
01-	3510-	2-010-8-016-060-6820	UNEMPL INSTR STAFF	-3
01-	3610-	1-010-8-016-060-6820	WCOMP INSTR STAFF	-106
01-	3610-	1-010-8-016-060-6840	WCOMP INSTR STAFF	-79
01-	3610-	2-010-8-016-060-6820	WCOMP INSTR STAFF	-19
01-	4344-	1-010-8-016-060-6820	INSTR FEE-BASE SUPPLY	-1,440
01-	4344-	1-010-8-016-060-6840	INSTR FEE-BASE SUPPLY	-1,200
01-	4584-	1-010-8-016-060-6840	FEE-BASE IN HOUSE DUP & PRINTING	-150
01-	5811-	1-010-8-016-060-6820	CONTRACT SVCS	-1,653
01-	5811-	1-010-8-016-060-6840	CONTRACT SVCS	-500
				<u>-18,591</u>

CACT Workforce Development for Irvine Valley College

INCOME

01- 8890-	1-010-4-080-093-6820	CACT for Irvine Valley College	10,254
01- 8890-	1-010-4-080-093-6840	CACT for Irvine Valley College	7,157
01- 8890-	2-010-4-080-093-6820	CACT for Irvine Valley College	1,180
			<u>18,591</u>

EXPENDITURE

01- 2483-	1-010-4-080-093-6820	TEMP INSTR STAFF, HOURLY	5,887
01- 2483-	1-010-4-080-093-6840	TEMP INSTR STAFF, HOURLY	4,409
01- 2483-	2-010-4-080-093-6820	TEMP INSTR STAFF, HOURLY	1,075
01- 3220-	1-010-4-080-093-6820	PERS NINSTR STAFF	675
01- 3220-	1-010-4-080-093-6840	PERS NINSTR STAFF	450
01- 3310-	1-010-4-080-093-6820	OASDI INSTR STAFF	365
01- 3310-	1-010-4-080-093-6840	OASDI INSTR STAFF	273
01- 3310-	2-010-4-080-093-6820	OASDI INSTR STAFF	67
01- 3350-	1-010-4-080-093-6820	MEDICARE INSTR STAFF	85
01- 3350-	1-010-4-080-093-6840	MEDICARE INSTR STAFF	64
01- 3350-	2-010-4-080-093-6820	MEDICARE INSTR STAFF	16
01- 3510-	1-010-4-080-093-6820	UNEMPL INSTR STAFF	43
01- 3510-	1-010-4-080-093-6840	UNEMPL INSTR STAFF	32
01- 3510-	2-010-4-080-093-6820	UNEMPL INSTR STAFF	3
01- 3610-	1-010-4-080-093-6820	WCOMP INSTR STAFF	106
01- 3610-	1-010-4-080-093-6840	WCOMP INSTR STAFF	79
01- 3610-	2-010-4-080-093-6820	WCOMP INSTR STAFF	19
01- 4344-	1-010-4-080-093-6820	INSTR FEE-BASE SUPPLY	1,440
01- 4344-	1-010-4-080-093-6840	INSTR FEE-BASE SUPPLY	1,200
01- 4584-	1-010-4-080-093-6840	FEE-BASE IN HOUSE DUP & PRINTING	150
01- 5811-	1-010-4-080-093-6820	CONTRACT SVCS	1,653
01- 5811-	1-010-4-080-093-6840	CONTRACT SVCS	500
			<u>18,591</u>

BFAP Allocation for Irvine Valley College

INCOME

01- 8619-	1-021-4-026-000-6460	BFAP Allocation for Irvine Valley College	<u>21,618</u>
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EXPENDITURE

01- 5999-	1-021-4-026-083-6460	Allocated but not distributed	<u>21,618</u>
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CARE Allocation for Saddleback College

INCOME

01-	8622-	1-022-1-051-000-6310	CARE Allocation for Saddleback College	<u>168</u>
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EXPENDITURE

01-	1414-	1-022-1-051-000-6310	TEMP NCLSRM FAC, SUMMER	<u>168</u>
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EOPS Allocation for Saddleback College

INCOME

01-	8622-	1-023-1-000-000-0000	EOPS Allocation for Saddleback College	<u>32,704</u>
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EXPENDITURE

01-	1412-	1-023-1-051-077-6430	TEMP NCLSRM FAC, OVERLOAD	6,609
01-	1413-	1-023-1-051-077-6430	TEMP NCLSRM FAC, PT	7,203
01-	1414-	1-023-1-051-077-6430	TEMP NCLSRM FAC, SUMMER	8,250
01-	3412-	1-023-1-051-077-6430	H & W, PT FAC	445
01-	4580-	1-023-1-051-077-6430	DUPL CHGBACKS	1,200
01-	4600-	1-023-1-051-077-6430	SUPPLIES	2,600
01-	5269-	1-023-1-051-077-6430	MILEAGE	137
01-	5270-	1-023-1-051-077-6430	CONFERENCES/TRAVEL	2,923
01-	5811-	1-023-1-051-077-6430	CONTRACT SVCS	240
01-	5840-	1-023-1-051-077-6430	POSTAGE	252
01-	7600-	1-023-1-051-077-6430	OTHER PAYMENTS TO STUDENTS	<u>2,845</u>
				<u>32,704</u>

IDRC Environmental Design & Compliance Center at ATEP

INCOME

01-	8690-	1-215-8-016-060-6840	EDCC Allocation at ATEP	<u>-220,000</u>
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EXPENDITURE

01-	2131-	1-215-8-016-060-6840	RG NINSTR MGMT, CONTRACT ASSIGN	-105,084
			RG NINSTR CLERICAL, CONTRACT	
			ASSIGN	-28,683
01-	2141-	1-215-8-016-060-6840		
01-	3220-	1-215-8-016-060-6840	PERS NINSTR STAFF	-14,176
01-	3320-	1-215-8-016-060-6840	OASDI NINSTR STAFF	-8,293
01-	3360-	1-215-8-016-060-6840	MEDICARE NINSTR STAFF	-1,940
01-	3420-	1-215-8-016-060-6840	H & W INSTR STAFF & BOARD MBRS	-33,541
01-	3520-	1-215-8-016-060-6840	UNEMPL NINSTR STAFF	-963
01-	3620-	1-215-8-016-060-6840	WCOMP NINSTR STAFF	-2,334
01-	5270-	1-215-8-016-060-6840	CONFERENCES/TRAVEL	-4,225
01-	5590-	1-215-8-016-060-6840	TELEPHONE	-1,560
01-	5722-	1-215-8-016-060-6840	MANDATORY ASSESSMENTS	-500
01-	5811-	1-215-8-016-060-6840	CONTRACT SVCS	-9,020
01-	5830-	1-215-8-016-060-6840	ADVERTISING	-819
01-	5840-	1-215-8-016-060-6840	POSTAGE	-400
01-	5891-	1-215-8-016-060-6840	INDIRECT CHGS	-8,462
				<u>-220,000</u>

IDRC Environmental Design & Compliance Center at Irvine Valley College

INCOME

01-	8690-	1-215-4-080-093-6840	EDCC Allocation at Irvine Valley College	<u>220,000</u>
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EXPENDITURE

01-	2131-	1-215-4-080-093-6840	RG NINSTR MGMT, CONTRACT ASSIGN	105,084
			RG NINSTR CLERICAL, CONTRACT	
			ASSIGN	28,683
01-	2141-	1-215-4-080-093-6840		
01-	3220-	1-215-4-080-093-6840	PERS NINSTR STAFF	14,176
01-	3320-	1-215-4-080-093-6840	OASDI NINSTR STAFF	8,293
01-	3360-	1-215-4-080-093-6840	MEDICARE NINSTR STAFF	1,940
01-	3420-	1-215-4-080-093-6840	H & W INSTR STAFF & BOARD MBRS	33,541
01-	3520-	1-215-4-080-093-6840	UNEMPL NINSTR STAFF	963
01-	3620-	1-215-4-080-093-6840	WCOMP NINSTR STAFF	2,334
01-	5270-	1-215-4-080-093-6840	CONFERENCES/TRAVEL	4,225
01-	5590-	1-215-4-080-093-6840	TELEPHONE	1,560
01-	5722-	1-215-4-080-093-6840	MANDATORY ASSESSMENTS	500

01-	5811-	1-215-4-080-093-6840	CONTRACT SVCS	9,020
01-	5830-	1-215-4-080-093-6840	ADVERTISING	819
01-	5840-	1-215-4-080-093-6840	POSTAGE	400
01-	5891-	1-215-4-080-093-6840	INDIRECT CHGS	8,462
				<u>220,000</u>

Business Industry Collaborative at Irvine Valley College

INCOME

01-	8690-	1-288-4-080-093-0599	BIC Allocation at Irvine Valley College	<u>6,800</u>
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EXPENDITURE

01-	1415-	1-288-4-080-093-0599	TEMP NCLSRM FAC, STIPENDS & PROJ	3,600
01-	4580-	1-288-4-080-093-0599	DUPL CHGBACKS	300
01-	5270-	1-288-4-080-093-0599	CONFERENCES/TRAVEL	700
01-	5811-	1-288-4-080-093-0599	CONTRACT SVCS	2,200
				<u>6,800</u>

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

BACKGROUND

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

STATUS

Purchase orders processed in accordance with the general priorities of the adopted budget and numbered P11-02410 through P11-02612 amounting to \$3,020,171.50 are submitted to the Board of Trustees for approval. Confirming requisitions dated October 27, 2010 through November 12, 2010 totaling \$28,949.06 are also submitted.

RECOMMENDATION

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

Includes p11-02410 - p11-02612

Board Meeting Date 12/6/10

PO Number	Vendor Name	Site	Description	Account Amount
P11-02410	DELL MARKETING		COMPUTERS FOR LAB	8,047.30
P11-02411	QUALITY OFFICE FURNISHINGS		Office furniture for HS 343	2,827.78
P11-02412	DELL MARKETING		Desktop computer for Program Specialist	1,333.00
P11-02413	ASSESSMENT TECHNOLOGIES INSTITUTE, LLC		TEAS TEST FOR NURSING	2,250.00
P11-02414	HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION		CTE Community Collaborative Grant supplies	1,001.56
P11-02415	SO. ORANGE CO. COMM. COL.DIST		Return to Title IV Funds	431.00
P11-02416	COAST LEARNING SYSTEMS		Enrollment for video course JRN 1, Fall 10	920.00
P11-02417	ORANGE CO. TAX COLLECTOR TREASURER		Annual Mandatory Assessments	623.32
P11-02418	IRVINE UNIFIED SCHOOL DIST. ATTN: P.GRAHAM, ACCOUNTING		IUSD Recreation Improvement Assessment	284.51
P11-02419	WILLIAMS RECORDING		Contract Services	2,000.00
P11-02420	LAURA U'REN		Reimbursement for conference expenses	300.00
P11-02421	DONALD MINEO		To cover conference expenses	330.00
P11-02422	ERIC HILDEN		Reimbursement for conference expenses	300.00
P11-02423	PEOPLE ADMIN, INC.		Enterprise Applicant/Position/Performance Modules	45,010.00
P11-02424	MARLYS GRODT & ASSOCIATES		Administrative and Classified Management Study	25,000.00
P11-02425	AERIAL IMPRESSIONS		Aerial Impressions/Photos of SC, IVC, ATEP	597.00
P11-02426	AACRAO DISTRIBUTION CENTER		AACRAO publications for Arleen Elseroad	225.63
P11-02427	ASHLEY RENE FORTINI		Panel Member	50.00
P11-02428	KATHLEEN CURAMENG		Panel Member	50.00
P11-02429	BANNERSANDSIGNS.NET		Door Name Plate for Faculty	22.53
P11-02430	COLLIN SCOTT WATSON		Contract Services	1,040.00
P11-02431	ALAN CRAWLEY		Contract Services	1,120.00
P11-02432	KYLE SEITZ		Contract Services	500.00
P11-02433	EASY-TURF, INC.		Synthetic Turf Maintenance Agreement	380.00
P11-02434	EDWARD EIEN		Contracted Services Dance	300.00
P11-02435	EDWARD EIEN		Contracted Services Dance	1,800.00
P11-02436	CRYSTAL SHOMPH		Contract Services Dance	2,200.00
P11-02437	GOVERNMENT C/O BIBBY SERVICES		Annual Maintenance, Hosting & Support Fee	9,630.00
P11-02438	SO COAST HIGHER EDUCAT. COUN. % SHANNON CROGAN		SCHEC Membership	50.00
P11-02439	GABRIEL RUDNER		Contract Services	1,200.00
P11-02440	DARREL GARDNER		Contract Services	1,300.00
P11-02441	COLLINS COMPANY		Tennis Team Supplies	981.47
P11-02442	TOMARK SPORTS EQUIPMENT		Tennis Court Replacement Nets	554.63
P11-02443	SMART LEVELS MEDIA		Postcards for guest artists Jan-June 2011	700.00
P11-02444	NUTRITION ACTION HEALTHLETTER		Nutrition Action Health Letter	20.00
P11-02445	KEVIN VILLICANA		PRIDE Panelist	100.00
P11-02446	MARGI MC NELLY		Workshop Presenter	1,080.00

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

ESCAPE ONLINE

Page 1 of 6

Includes p11-02410 - p11-02612

Board Meeting Date 12/6/10

PO Number	Vendor Name	Site	Description	Account Amount
P11-02447	SHARON LANDIS		Workshop Presenter	1,080.00
P11-02448	ANTHONY MICHAELIDES		For grant-funded conference on Oct. 25-27,2010	300.00
P11-02450	DATALINK CORPORATION		Software Dev to integrate MLT (Nursing Dept) w/SIS	35,000.00
P11-02451	THINK EDUCATION SOLUTIONS, LLC		STARS Multi-ASP Hosting (Fin/aid)	16,987.00
P11-02452	CATALINA DURAZO-SENKBEIL		BPO for BSI Meeting with food	250.00
P11-02453	CHEFS' TOYS		Department Supplies	1,998.50
P11-02454	CHEFS' TOYS		Department Equipment	20,999.95
P11-02455	DELL MARKETING		Printer Ink for Local Dell Printers	245.81
P11-02456	SADDLEBACK BOOKSTORE - #296 FOLLETT HIGHER EDUCATION GROUP		FOR PURCHASE OF INSTR. SUPPLIES FROM THE BOOKSTORE	300.00
P11-02457	METASOFT SYSTEMS, INC.		Grants Research Software	6,995.00
P11-02458	MILLENNIUM BUSINESS SERVICES		2010-2011 Advising Sheets	1,050.00
P11-02459	MILLENNIUM BUSINESS SERVICES		Business Cards: F. Pangborn	50.03
P11-02460	TAYLOR & FRANCIS GROUP, LLC		EQUIPMENT REQUEST 2010-11 ANTHRO	225.57
P11-02461	PB AMERICAS, INC.	IVC Great Lawn	LABOR COMPLIANCE PROGRAM	6,270.00
P11-02462	DOW DIVERSIFIED		Biology Prep Work Station	8,979.01
P11-02463	GUITAR CENTER		PHYSICS EQUIPMENT	522.50
P11-02464	AMERICAN ASPHALT AND STRIPING, INC.		Asphalt pad	3,720.00
P11-02465	GUNTHER'S ATHLETIC SERVICE		BASEBALLS FOR BASEBALL TEAM	1,631.25
P11-02466	ApexCCTV		4 Channel DVR Cards	171.54
P11-02467	WELLS FARGO #3317 (DISTRICT)		Presentation Wireless Pointer	67.75
P11-02468	SEHI PROCOMP COMPUTER PRODUCTS		PRINTERS FOR OFFICES	663.38
P11-02469	LAERDAL MEDICAL CORP.		SOFTWARE UPGRADE KIT FOR HSHS PROGRAMS	4,344.25
P11-02470	VENTEK INTERNATIONAL		HOSTED SERVER FOR PERMIT DISPENSERS	540.00
P11-02471	DAVID CHU		GUEST LECTURER	250.00
P11-02472	SOURCE GRAPHICS		Banner supplies for publications dept.	448.58
P11-02473	SEHI PROCOMP COMPUTER PRODUCTS		Xerox CopyCentre C20 Digital Copier	1,181.36
P11-02474	VICTORY CUSTOM ATHLETIC		Baseball Uniform Supplies	884.99
P11-02475	BH MedWear, Inc.		CHEMISTRY SAFETY SUPPLIES	169.55
P11-02476	INDUSTRIAL HYGIENE MGMT., INC.		MOLD INSPECTION AT MCKINNEY THEATER	2,683.00
P11-02477	OCLC, INC.		Order for EZproxy server license key	587.81
P11-02478	OnlyGlobes.com		ASTRO COMPETIVE EQUIPMENT	1,277.81
P11-02479	CENTRAL UNIFORMS, INC.		SAFETY SUPPLIES	179.48
P11-02480	PEARSON CLINICAL ASSESSMENT (PsychCorp)		WAIS 4th Edition Testing materials for LD testing	1,152.29
P11-02481	WENGER CORPORATION		Stage performance riser package	13,976.30
P11-02482	C & H DISTRIBUTORS, INC.		BIOLOGY SUPPLIES	.00
P11-02483	WATERLINE TECHNOLOGIES		POOL SUPPLIES	183.32
	POOL SUPPLY OF ORANGE COUNTY			

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ESCAPE ONLINE

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Includes p11-02410 - p11-02612

Board Meeting Date 12/6/10

PO Number	Vendor Name	Site	Description	Account Amount
P11-02484	EDUCATIONAL INNOVATIONS		PHYSICS SUPPLIES	118.50
P11-02485	SARGENT-WELCH LLC VWR INTERNATIONAL COMPANY		PHYSICS SUPPLIES	.00
P11-02486	HOPPER EQUIPMENT & SUPPLY		AUTOMOTIVE SUPPLIES	86.09
P11-02487	BOB PARRETT CONSTRUCTION		SSC BOOKSTORE DRYWALL	987.00
P11-02488	DIVERSIFIED BUSINESS SERVICES		CSO UNIFORMS	538.98
P11-02489	BIOCAM COMMUNICATIONS		Biology Supplies	103.13
P11-02490	A. RIFKIN COMPANY		MONEY BAGS	202.24
P11-02491	BONE CLONES, INC.		ANTHROPOLOGY COMPETITIVE EQUIPMENT	5,848.96
P11-02492	PROAIR CONSTRUCTION SVCS. INC.		HS BLDG A/C	1,385.00
P11-02493	TECTA AMERICA SOUTHERN CALIFORNIA, INC.		FINE ART ROOF CURBS	4,590.00
P11-02494	CDW-G COMPUTER CENTERS		Battery Back-up Units	1,262.78
P11-02495	THE BONE ROOM		ANTHROPOLOGY EQUIPMENT	568.75
P11-02496	DAD'S ROCK SHOP		GEOLOGY LAB SUPPLIES	164.42
P11-02497	SCIAC CSU SAN MARCOS		2010-11 Annual SCIAC Dues	75.00
P11-02498	MYERS TIRE SUPPLY		AUTOMOTIVE EQUIPMENT	3,325.58
P11-02499	HUFCOR AIRWALL		REPAIR PANELS IN SSC-212 EMERGENCY WORK	1,906.00
P11-02500	MILLENNIUM BUSINESS SERVICES		BUSINESS CARDS	50.03
P11-02501	EAGLE COMMUNICATIONS		RADIO PROGRAMMING	1,840.00
P11-02502	EAGLE COMMUNICATIONS		KENWOOD RADIO ENGRAVING	312.50
P11-02503	U.S. DEMOLITION, INC.		ATEP DEMO	1,275,166.00
P11-02504	SPORTSDECALS, INC.		HELMET DECALS FOR BASEBALL TEAM	289.72
P11-02505	TOMARK SPORTS EQUIPMENT		REPLACEMENTS FOR LIFE FITNESS CENTER	135.77
P11-02506	LAB CORPORATION		Equipment for Electricity Program	.00
P11-02507	D & S SALES		MAINTENANCE EQUIPMENT	4,725.22
P11-02508	WELLS FARGO #4198		CTE COLLABORATIVE GRANT ASSESSMENT CODES	2,400.00
P11-02509	AVIS BUDGET GROUP		VAN RENTALS	2,300.00
P11-02510	JAMES MOUNTS AND MORE		AUTOMOTIVE SUPPLIES	336.93
P11-02511	SMART LEVELS MEDIA		spring 2011 PA brochures	4,950.00
P11-02512	W. W. GRAINGER		RAPIDTECH NONINSTR SUPPL	109.62
P11-02513	POSTMASTER		bulk mail Spr. 11 brochures Permit # 209, Santa Ana	1,300.00
P11-02514	EBERHARD EQUIPMENT		GROUPS SUPPLIES	200.89
P11-02515	SCANTRON CORPORATION		Scantron forms for the Reading Department.	446.50
P11-02516	TECHNIC BUSINESS SOLUTIONS		OPEN PO FOR TECHNIC PRINTER SERVICE	2,000.00
P11-02517	MAQUINSAL SEWING MACHINE CO.		Dept. Equipment	2,120.63
P11-02518	CDW GOVERNMENT, INC.		CISCO CONFERENCE PHONE	842.08
P11-02519	APPLE STORE MISSION VIEJO		APPLE IPAD/MacBOOK for Vice Chancellor	3,378.11
P11-02520	SMART LEVELS MEDIA		postcards for Nutcracker	200.00
P11-02521	MILLENNIUM BUSINESS SERVICES		Business Cards for Gary Poertner	43.50
P11-02522	SCIENCE KIT, INC.		PHYSICS SUPPLIES	111.90
P11-02523	WEST-LITE SUPPLY CO.		ELECTRICAL SUPPLIES	2,828.17

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ESCAPE ONLINE

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Includes p11-02410 - p11-02612

Board Meeting Date 12/6/10

PO Number	Vendor Name	Site	Description	Account Amount
P11-02524	SWEETWATER		Studio hardware and microphone package	11,000.00
P11-02525	LAKESHORE CURRICULUM MATERIALS		Classroom Supplies	.00
P11-02526	HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION		CTE Collaborative T-Shirts	4,373.93
P11-02527	ACTIVEPDF, INC		ActivePDF Subscription Renewal	396.00
P11-02528	CI SOLUTIONS, CARD INTEGRATORS CORPORATION		ID Card Machine Support/Warranty	795.00
P11-02529	DEMCO INC.		Purchase instructional supplies.	183.11
P11-02530	TNR TECHNICAL, INC.		BATTERIES	390.84
P11-02531	HITT MARKING DEVICES, INC.		Signature Stamp	28.66
P11-02532	WEST COAST INTERNET, INC.		INTERNET FOR EMERITUS INSTITUTE	251.40
P11-02533	COLLEGE ART ASSOCIATION GENERAL POST OFFICE		Membership Renewal	375.00
P11-02534	REGENCY LIGHTING		ELECTRICAL SUPPLIES	1,310.72
P11-02535	WALTERS WHOLESALE ELECTRIC		ELECTRICAL SUPPLIES	715.18
P11-02536	SADDLEBACK MATERIALS COMPANY		SAND	354.96
P11-02537	W. W. GRAINGER		SUPPLIES FOR CHEMISTRY LABS	183.74
P11-02538	SWEETWATER		Portable PA package	3,000.53
P11-02539	EAGLE COMMUNICATIONS		TWO WAY RADIO EQUIPMENT PURCHASE	.00
P11-02540	VITAL LINK EDUCATION AND BUSINESS CONSORTIUM		CTE REGIONAL COLLABORATIVE BUILDING GREEN CAREERS	13,450.00
P11-02541	SADDLEBACK MATERIALS COMPANY		SAND BAGS	549.15
P11-02542	CORPORATE BUSINESS INTERIORS		LIGHT BULBS FOR HS CUBICLES	266.59
P11-02543	NU AGE DEVELOPMENT, INC.		DOOR AND WALL INSTALLATION A 200	9,877.00
P11-02544	SNADER AND ASSOCIATES, INC.	Bldg W/Com Arts	Digital Recorder for TV Studio Control Room	16,199.33
P11-02545	MEDIA CONTROL SYSTEMS, INC.		Upgrades for Channel 39	48,449.54
P11-02546	KNORR SYSTEMS, INC.		LABOR - POOL FILTER PRESSURE WASH	2,414.25
P11-02547	COMMUNITY COLLEGE LEAGUE OF CALIFORNIA/CCCAA		Library e-books per Ana Maria Cobos	2,980.00
P11-02548	PARMA		PARMA Mbrship-Risk Management	100.00
P11-02549	KIMBERLY MOUNSEY		Workshop presenter	120.00
P11-02550	COASTLINE ROP		COLLABORATIVE GRANT AGREEMENT WITH COASTLINE ROP	3,000.00
P11-02551	LAGUNA BEACH UNIF. SCHOOL DIST		COLLABORATIVE GRANT AGREEMENT WITH LBUSD	3,000.00
P11-02552	CAPISTRANO-LAGUNA BEACH ROP		COLLABORATIVE GRANT AGREEMENT WITH CAPO-LBROP	3,000.00
P11-02553	WELLS FARGO #3317		French Instructional DVD's for the Language Lab.	30.97
P11-02554	HOIST SERVICE CO.,INC.		AUTOMOTIVE EQUIPMENT	62,570.48
P11-02555	ALAN'S LAWNMOWER & GARDEN		GROUNDS EQUIPMENT	652.50

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ESCAPE ONLINE

Includes p11-02410 - p11-02612

Board Meeting Date 12/6/10

PO Number	Vendor Name	Site	Description	Account Amount
P11-02556	MEDICAL EDUCATION TECHNOLOGIES, INC.		SOFTWARE FOR HSHS DIVISION	8,700.00
P11-02557	TREND OFFSET PRINTING		Printing of Spring 2011 Postcard	11,000.00
P11-02558	WELLS FARGO #3317		Astro 25 lab books	147.79
P11-02559	WELLS FARGO #3317		Request books for review	29.51
P11-02560	WELLS FARGO #3317		* If we had no Moon - Movie	16.56
P11-02561	TUKATECH		Dept. Supplies PAID IN ADVANCE	4,771.88
P11-02562	DELL MARKETING		Dept. Equipment	1,350.66
P11-02563	WELLS FARGO #3317	Bldg W/Com Arts	DVD films to air on Ch. 39	27.68
P11-02564	E-Z UP DIRECT		CANOPY FOR ANTHROPOLOGY 100-ATTACHMENT	170.01
P11-02565	WELLS FARGO #3317		Air Purifier	141.36
P11-02566	SKYLINE DISPLAYS		Banner Stand for Job Fairs	966.79
P11-02567	HEADWATERS SOFTWARE, INC. dba FISDAP		FISDAP INVOICE FOR CLASS 68	1,650.00
P11-02568	NCLEX PROGRAM REPORTS SUBSCRIPTION DEPARTMENT		NCLEX-RN REPORTS	300.00
P11-02569	DAVID V. ALDRICH		Contract Services	400.00
P11-02570	CONDOR, INC.		BID 1098, DECK REPLACEMENT	1,058,000.00
P11-02571	DEEP SURPLUS		CAT 5E PATCH CABLES	249.90
P11-02572	DSE ARCHITECTURE, INC.	IVC Life Sci	LIFE SCIENCES BLDG.	4,493.95
P11-02573	CAROLINA BIOLOGICAL SUPPLY		LIVE PROTOZOANS (BIOLOGY)	139.93
P11-02574	NILES BIOLOGICAL, INC.		LIVE PROTOZOANS (BIOLOGY)	77.05
P11-02575	LARRY BURBRIDGE, D.O., FACEP		Consultant agreement for Medical Director	3,000.00
P11-02576	IRVINE HIGH SCHOOL-EL VAQUERO		Irvine High School Newspaper Ads	528.00
P11-02577	GRACE TRAINING SUPPLY		SUPPLIES FOR NURSING	713.32
P11-02578	McKESSON GENERAL MEDICAL CORP		SUPPLIES FOR NURSING	149.35
P11-02579	WALLCUR, INC.		SUPPLIES FOR NURSING	86.07
P11-02580	BROWN MANUFACTURING GROUP, INC		Screen Drying Cabinet	4,559.56
P11-02581	MITY-LITE, INC.		Tables	741.57
P11-02582	SEHI PROCOMP COMPUTER PRODUCTS		Computer Monitors for VCHR/VCBS Offices	1,039.95
P11-02583	B & P SERVICES, INC.		REPAIR HVAC AT ATEP	2,015.00
P11-02584	BRAND ATHLETICS		WBB backpacks 2010	594.83
P11-02585	TECHNI-TOOL		ARCH/DRAFT EQUIPMENT	1,643.69
P11-02586	CALIFORNIA ARBORIST CONSTRUCTION CO.		TRIM AND REMOVE TREES COLLEGE WIDE	3,760.00
P11-02587	AK CONSTRUCTORS INC.		REBUILD DEAN'S AREA	12,610.00
P11-02588	TOMARK SPORTS EQUIPMENT		BASEBALL SUPLIES FOR SEASON	1,327.32
P11-02589	SAMY'S CAMERA		Student Photo Supplies	699.26
P11-02590	FISHER SCIENTIFIC		EQUIPMENT FOR HEMO CLASS	1,685.11
P11-02591	POCKET NURSE ENTERPRISES, INC.		SUPPLIES FOR NURSING	1,209.22
P11-02592	ACCUVANT INC.		Information Security Risk Assessment	33,300.00
P11-02593	HUMPHREY'S HALF MOON INN SUITES		San Diego Meeting 11-18/19-2010 Humphrey's	563.49
P11-02594	CHRONICLE OF HIGHER EDUCATION BULLETIN BOARD		Subscription: The Chronicle of Higher Education	69.97
P11-02595	AMERICAN ASSOCIATION OF COMMUNITY COLLEGES		Membership Dues AACC 2010	10,180.00

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ESCAPE ONLINE

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Includes p11-02410 - p11-02612

Board Meeting Date 12/6/10

PO Number	Vendor Name	Site	Description	Account Amount
P11-02596	HOME DEPOT MISSION VIEJO STORE #614		Photography supplies	500.00
P11-02597	DISPENSING SOLUTIONS, INC.		Rx Meds	356.81
P11-02598	VANGENT, INC.		1098-T Tax Form Mailing/Postage for 2010 Tax Year	39,294.00
P11-02599	PLASTICOID COMPANY		Biology Fee Based Supplies	32.51
P11-02600	MARIA GALLAGHER		Grant funded conference Oct. 25-27, 2010	300.00
P11-02601	ANAHEIM FENCE COMPANY		FENCE FOR BASEBALL FIELD	11,770.00
P11-02602	H2 ENVIRONMENTAL CONSULTING SERVICES, INC.		TESTING OF B200 AND PE200	1,800.00
P11-02603	CALIFORNIA ARBORIST		CREATE ENCLOSURE TO ENHANCE PROPERTY VIEW	3,875.00
P11-02604	VWR INTERNATIONAL, INC.		PHYSICS SUPPLIES	43.68
P11-02605	FISHER SCIENTIFIC		LIVE PROTOZOANS (BIOLOGY)	31.92
P11-02606	H2 ENVIRONMENTAL CONSULTING SERVICES, INC.		MOLD TEST AND OVERSIGHT	2,375.00
P11-02607	ORANGE COUNTY REGISTER		25th Anniversary Advertising	13,850.00
P11-02608	CALIFORNIA ARBORIST		COMPLETE CURBING FOR WAREHOUSE	3,200.00
P11-02609	CALIFORNIA ARBORIST		HANDRAIL AT OPEN CULVERT AT CIRCLE	1,100.00
P11-02610	TOMARK SPORTS EQUIPMENT		FAT LOSS MONITOR FOR LIFE FITNESS CENTER	68.29
P11-02611	NINA M. YAMASAKI		Foster Parent Co-trainer	720.00
P11-02612	FREESTYLE		Student Photo Supplies	550.87
			Total	202
				3,020,171.50

Fund Summary			
Fund	Description	PO Count	Amount
01	General Fund	190	661,848.74
12	Child Development Fund	2	380.00
40	Capital Outlay Fund	9	2,357,842.76
68	Self-Insurance Fund	1	100.00
Total		202	3,020,171.50

PO Changes	
New PO Amount	Change Amount
Total PO Changes	

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ESCAPE ONLINE

Includes 10/27/2010 - 11/12/2010

Board Meeting Date 12/6/10

Requisition	Vendor Name	Description	Requisition Total
RQ11-02978	SAN DIEGO SCALE CO.,INC.	* Repair and service Balance	800.00
RQ11-03304	JENNIFER MC CUE	Reimbursement -- NCMPR Paragon Awards	180.00
RQ11-03344	DR. ROBERT BRAMUCCI	Conference expenses for Robert Bramucci	200.00
RQ11-03457	INDUSTRIAL HYGIENE MGMT., INC.	Environ. testing of president's asst area	3,100.00
RQ11-03478	NEWBEGINNINGS, INC.	Tech Prep /Cal Pass Meeting	300.00
RQ11-03483	AVALON TENT & PARTY	TABLES FOR 25TH ANNIVERSARY BREAKFAST	282.35
RQ11-03486	DR. ROBERT BRAMUCCI	Travel expenses for Bob Bramucci	750.00
RQ11-03496	BESTWAY LAUNDRY SOLUTIONS	* Repair of the IVC Athletic washer.	128.00
RQ11-03498	MOBILE MODULAR MGMT. CORP.	Delivery and return of classroom	4,508.00
RQ11-03513	WELLS FARGO #4198	Gretchen Bender to attend OCWD Conference	260.00
RQ11-03532	VICTORIA ROTHMAN	Reimbursement for CDA Sacramento Oct 7/8, 2010	353.43
RQ11-03533	BROOK FELLOWS OLIVER	Reimbursement for CDA Sacramento Oct 7/8, 2010	52.90
RQ11-03534	JULIE PRESTON-SMITH	Reimbursement for CDA Sacramento Oct 7/8, 2010	290.32
RQ11-03536	CANDIE DICKINSON	Reimbursement for CDA Sacramento Oct 7/8, 2010	276.39
RQ11-03539	SUSAN M. COLEMAN DBA EDUCATION 4 WORK	Reimbursement for CDA Sacramento Oct 7/8, 2010	348.30
RQ11-03540	LA NELL PEEBLES	Reimburse for postage expense	15.65
RQ11-03541	JANINE C. CIRRITO	Reimbursement for CDA Sacramento Oct 7/8, 2010	333.88
RQ11-03543	LISA ROMAIN	Reimbursement for CDA Sacramento Oct 7/8, 2010	473.14
RQ11-03544	INDIANA QUADRA	Reimbursement for CDA Sacramento Oct 7/8, 2010	172.64
RQ11-03545	JANET HUANG	Reimbursement for CDA Sacramento Oct 7/8, 2010	461.39
RQ11-03546	SAM SAKULSINGHDUSIT	Candidate Reimbursement - Sakulsinghdusit	694.79
RQ11-03547	NANCY M. DAVIS	Reimb for CDA Sacramento Oct 7/8, 2010	481.48
RQ11-03579	JOE CLAYTON JR.	Reimburse-Training	35.00
RQ11-03595	MEREDITH DORNER	Conference Reimbursement for Meredith Dorner	500.00
RQ11-03596	OCEANA CALLUM	Conference Reimbursement for Oceana Callum	500.00
RQ11-03597	CARMENMARA HERNANDEZ-BRAVO	Conference Reimbursement for Carmenmara Bravo	1,000.00
RQ11-03598	BARBARA HUGGINS	Conference Reimbursement for Barbara Huggins	1,000.00
RQ11-03599	GRETCHEN BENDER	* CCLC Conference	1,072.91
RQ11-03600	TOD A. BURNETT	* CCLC Conf. 11/18/10 - 11-20/10	1,075.00
RQ11-03603	JOSETE NELSON	Conference Reimbursement for Josete Nelson	299.83
RQ11-03605	MARCELO PIRES	Conference Reimbursement for Marcelo Pires	300.00
RQ11-03610	ABBY SIRULNIK	Conference Reimbursement for Abby Sirulnik	300.00
RQ11-03611	MIKE REED	Conferenct Reimbursement for Mike Reed	500.00
RQ11-03614	MARJAN WARDAKI	conference Reimbursement for Marjan Wardaki	394.00
RQ11-03624	GLENN ROQUEMORE	* WASC Conf for Glenn Roquemore	420.00
RQ11-03626	CASBO	Accounts Payable Workshop	552.00
RQ11-03627	CASBO	* Year-End Closing Workshop	552.00
RQ11-03631	S & B FOODS	WoodBridge HS Campus Tour/Presentation	201.19
RQ11-03632	ELISIA SIERAKOWSKI	Conference Reimbursement for Elisia Sierakowski	500.00
RQ11-03633	LINDA RENNE	CCCMPA F2010 Conf. Reim.-Linda Renne	135.00
RQ11-03650	MARK KRUHMIN	Reimburse Staff member for DVD purchase	16.82
RQ11-03658	KEITH SHACKLEFORD	Reimburse IVC Athl. Director/Dean/Meeting Expenses	18.00
RQ11-03663	KAREN FONG	Reimbursement	19.58

Requisition	Vendor Name	Description	Requisition total
RQ11-03664	TERESA FLUEGEMAN	CONFERENCE - TERE FLUEGEMAN	74.00
RQ11-03673	CA COMM COLL MATRICULATION PROFESSIONALS ASSOC.	Conference Registration Fees	75.00
RQ11-03681	WELLS FARGO #3317	Amazon.com	57.95
RQ11-03682	MORITAKA KINA	Instrument repair	45.00
RQ11-03684	TERESA FLUEGEMAN	Conference - Tere Fluegeman	50.00
RQ11-03685	RANDY W. PEEBLES	Conference - Randy Peebles	50.00
RQ11-03687	S & B FOODS	Creekside HS Campus Tour/Presentation	52.20
RQ11-03688	BRENDA FRAME	Reimbursement	320.00
RQ11-03695	LA NELL PEEBLES	Reimburse for Postage	8.52
RQ11-03699	PRISCILLA ROSS	TO REIMBURSE PRISCILLA ROSS	26.37
RQ11-03701	KIMBERLY STANKOVICH	Conference for Kim Stankovich	375.00
RQ11-03709	RON GRANT	Reimbursement for MST Class Materials Purchased	261.09
RQ11-03723	MONIKA CONNOLLY	COSTCO Food items for ISP Week- last day meeting	100.00
RQ11-03726	COAST FITNESS REPAIR SHOP	IVC Life Fitness Center equipment repair	75.25
RQ11-03729	WELLS FARGO #3317 (DISTRICT)	Addonics Online Store	204.26
RQ11-03739	SEPULVEDA BUILDING MATERIALS	FMO SUPPLIES	259.95
RQ11-03745	DAVID BUGAY	* Conference for David Bugay Acting VC Bus Svcs	643.21
RQ11-03757	JENNIFER MC CUE	Supplies reimbursement	20.43
RQ11-03759	WELLS FARGO #4198	RapidSupplies.com	195.94
RQ11-03761	LA NELL PEEBLES	Reimburse for Postage	17.24
RQ11-03768	JENNIFER GLEIZER	Reimbursement for Materials	70.18
RQ11-03800	RICOH BUSINESS SOLUTIONS	Shipping and Handling	12.51
RQ11-03804	DIANE OAKS	NCMPR 2010 Paragon Entry Fees	140.00
RQ11-03820	ANTHONY MICHAELIDES	Reinb for CDA Sacramento	373.98
RQ11-03822	EILEEN MARY O'BRIEN	Reimbursement for CDA Sacramento	242.57
RQ11-03825	TRISH FAIN	Reim. to Trish Fain - 2011 Calendar	23.91
RQ11-03827	GREGORY DICKINSON	Gas reimbursement	15.10
RQ11-03828	WELLS FARGO #4198	Purchase College of 2020 Report	95.00
RQ11-03834	GLENN ROQUEMORE	Workshop for Glenn Roquemore	420.00
RQ11-03839	KEVIN M. DALLA BETTA	Reimburse for 16GB Flash Drive	23.87
RQ11-03849	GWEN PLANO	Reimbursement to Gwen Plano	9.54
		Total	75
			28,949.06

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

BACKGROUND

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

STATUS

Checks No. 097659 through 098183, processed through the Orange County Department of Education, totaling \$2,072,753.09; and Checks No. 010008 through 010016, processed through Saddleback College Community Education, totaling \$7,343.48; and Checks No. 008784 through 008788, processed through Irvine Valley College Community Education, totaling \$25,072.33 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 10/27/2010 through 11/12/2010

Board Meeting Date 12/6/10

Check Number	Check Date	Pay to the Order of	Check Amount
097659	10/27/2010	HENRY SCHEIN	1,060.89
097660	10/27/2010	PRAXAIR	105.04
097661	10/27/2010	PRESQUE ISLE CULTURES	110.00
		Unpaid Sales Tax	7.35
		Expensed Amount	117.35
097662	10/27/2010	PROAIR CONSTRUCTION SVCS. INC.	32,694.00
097663	10/27/2010	PURETEC	410.17
097664	10/27/2010	RAINBOW SYMPHONY STORE	105.16
097665	10/27/2010	S & B FOODS CATERING DIVISION	2,175.00
097666	10/27/2010	JARED SCOTT	180.00
097667	10/27/2010	SEHI PROCOMP COMPUTER PRODUCTS	1,431.51
097668	10/27/2010	SIEGEL DISPLAY PRODUCTS	274.17
097669	10/27/2010	RUSSELL SIGLER, INC.	1,593.72
097670	10/27/2010	SIGMA ALDRICH CHEMICAL CO.	69.59
097671	10/27/2010	SINGLEWIRE SOFTWARE, LLC	4,750.00
097672	10/27/2010	SMART LEVELS MEDIA	107.66
097673	10/27/2010	SPECTRUM CHEMICAL MFG. CORP.	1,378.32
097674	10/27/2010	SPORTS UNLIMITED	5,026.82
097675	10/27/2010	STRATA INFORMATION GROUP	16,170.00
097676	10/27/2010	STUDICA, INC.	17,210.00
097677	10/27/2010	TEAM ATHLETICS	163.55
097678	10/27/2010	TRI DIM FILTER CORPORATION	683.59
097679	10/27/2010	TRUSTWAVE	2,025.00
097680	10/27/2010	TUSTIN CHRYSLER JEEP DODGE WHOLESALE PARTS	10.96
097681	10/27/2010	TUTTLE-CLICK FORD	455.51
097682	10/27/2010	ULINE ATTN: ACCOUNTS RECEIVABLE	806.58
097683	10/27/2010	UNIVERSITY PRODUCTS, INC	1,149.60
		Unpaid Sales Tax	84.84
		Expensed Amount	1,234.44
097684	10/27/2010	USI	408.87
097685	10/27/2010	VSA, Inc.	113.09
097686	10/27/2010	WARD'S NATURAL SCIENCE	253.58
097687	10/27/2010	WOODBRIIDGE HIGH SCHOOL BASKETBALL PROGRAM	225.00
097688	10/27/2010	AAA ACCESS SMOG	100.00
097689	10/27/2010	APPLE COMPUTER INC.	509.31
097690	10/27/2010	ATLANTA THREAD & SUPPLY CO.	176.78
		Unpaid Sales Tax	14.64
		Expensed Amount	191.42
097691	10/27/2010	B & H PHOTO	417.40
		Unpaid Sales Tax	36.52
		Expensed Amount	453.92
097692	10/27/2010	JOHN DAVERSA	75.00
097693	10/27/2010	DISPENSING SOLUTIONS, INC.	254.00
097694	10/27/2010	DJ ORTHOPEDICS, LLC	252.80
097695	10/27/2010	FISHER SCIENTIFIC	3,724.20
097696	10/27/2010	OFFICEMAX CONTRACT INC.	5,885.27
097697	10/27/2010	JENNIFER WINSTON	192.93
097698	10/27/2010	OFFICEMAX CONTRACT INC.	12.77
097699	10/27/2010	ADRENALIN SPORTS APPAREL DBA JOANN MARIE HYDER	2,401.20
097700	10/27/2010	TERESA FLUEGEMAN	140.98
097701	10/27/2010	GOODWILL INDUSTRIES OF ORANGE COUNTY	772.50
097702	10/27/2010	W. W. GRAINGER	4,382.88

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

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Checks Dated 10/27/2010 through 11/12/2010

Board Meeting Date 12/6/10

Check Number	Check Date	Pay to the Order of	Check Amount
097703	10/27/2010	GRANICUS, INC.	1,075.00
097704	10/27/2010	GRAYBAR ELECTRIC CO.	5,854.25
097705	10/27/2010	HAITBRINK ASPHALT PAVING, INC.	3,800.00
097706	10/27/2010	HOME DEPOT CREDIT SERVICES	2,948.21
097707	10/27/2010	HOOVER HANDLING SYSTEMS, INC.	165.20
		Unpaid Sales Tax	13.12
		Expensed Amount	178.32
097708	10/27/2010	LISA INLOW	65.21
097709	10/27/2010	INTERSTATE BATTERIES OF CALIFORNIA COAST	1,113.17
097710	10/27/2010	IRVINE PIPE & SUPPLY	706.72
097711	10/27/2010	IRVINE RANCH WATER DIST.	270.67
097712	10/27/2010	JOHNSTONE SUPPLY	2,011.40
097713	10/27/2010	RJ COACHING AND CONSULTING RITA M. JONES	469.61
097714	10/27/2010	UNIVERSITY OF HAWAII	22,227.87
097715	10/27/2010	KATHCO PRODUCTS	1,772.62
097716	10/27/2010	DAVIT S. KHACHATRYAN	57.87
097717	10/27/2010	MORITAKA KINA	240.00
097718	10/27/2010	TAMARA KING	45.00
097719	10/27/2010	KINO FLO, INC.	3,093.39
097720	10/27/2010	KLINGER EDUCATIONAL PRODUCTS	610.00
		Unpaid Sales Tax	50.40
		Expensed Amount	660.40
097721	10/27/2010	KUSUNOKI, GARY I.	390.00
097722	10/27/2010	LAGUNA CLAY CO.	779.75
097723	10/27/2010	LAGUNA WOODS VILLAGE POTTERS & SCULPTORS CLUB	4,035.00
097724	10/27/2010	LASER SOURCE	108.12
097725	10/27/2010	LAURA'S INT PLANTSCAPE SERV	160.00
097726	10/27/2010	LAWN MOWERS ETC., LLC	163.38
097727	10/27/2010	A. M. LEONARD, INC.	943.75
		Unpaid Sales Tax	82.58
		Expensed Amount	1,026.33
097728	10/27/2010	LINKS SIGN LANGUAGE INTERPRETING SERVICES	5,470.00
097729	10/27/2010	MAQUINSAL SEWING MACHINE CO.	186.47
097730	10/27/2010	MC CALLUM GROUP, INC.	1,000.00
097731	10/27/2010	MC FADDEN-DALE INDUSTRIAL HARDWARE LLC	47.96
097732	10/27/2010	MC KESSON MEDICAL SURGICAL	1,361.28
097733	10/27/2010	McLOGAN SUPPLY COMPANY, INC.	194.12
097734	10/27/2010	McMASTER CARR SUPPLY CO.	149.79
097735	10/27/2010	MCCLUSKEY CO., INC.	1,686.90
097736	10/27/2010	MICRO CENTER A/R	146.80
097737	10/27/2010	MARCIA MILCHIKER	46.99
097738	10/27/2010	SALLIE MILLER	120.00
097739	10/27/2010	MIRAMAR WHOLESALE NURSERIES	1,594.82
097740	10/27/2010	MISSION AUTO EQUIP & LIFTS, INC	429.81
097741	10/27/2010	MITY-LITE, INC.	726.49
097742	10/27/2010	MOORE MEDICAL, LLC	141.38
097743	10/27/2010	CHARLES MYERS SADDLEBACK COLLEGE	48.89
097744	10/27/2010	NASCO WEST	127.80
097745	10/27/2010	NLNAC, INC. DIRECTOR FOR ACCOUNTING	2,125.00
097746	10/27/2010	NEO/SCI CORPORATION	58.40
097747	10/27/2010	NEWBEGINNINGS, INC. CATERING DIVISION	1,304.19
097748	10/27/2010	HALEY NGUYEN	212.79
097749	10/27/2010	NORTH STATE ENVIRONMENTAL	171.97

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Checks Dated 10/27/2010 through 11/12/2010

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Check Number	Check Date	Pay to the Order of	Check Amount
097750	10/27/2010	OC Treasurer-Tax Collector	1,417.00
097751	10/27/2010	OC REGISTER COMMERCIAL BILLING	3,432.50
097752	10/27/2010	OCB REPROGRAPHICS, INC.	113.12
097753	10/27/2010	OCE-IMAGISTICS	53.29
097754	10/27/2010	OCLC, INC. DEPT #34299	531.54
097755	10/27/2010	ORKIN EXTERMINATING	1,936.00
097756	10/28/2010	AT&T	27.19
097757	10/28/2010	AT&T	546.53
097758	10/28/2010	AT&T	444.75
097759	10/28/2010	AT&T	1,753.48
097760	10/28/2010	VERIZON	60.96
097761	10/28/2010	JENNIFER ABRAHAMS	68.62
097762	10/28/2010	HENCELYN CHU	86.61
097763	10/28/2010	LINDA GLEASON	1,000.00
097764	10/28/2010	TONI LAKOW	97.31
097765	10/28/2010	FRANCES MILLER	184.44
097766	10/28/2010	PAPA PESTICIDE APPLICATORS ASSOC.	70.00
097767	10/28/2010	MAUREEN SMITH	173.20
097768	10/28/2010	SHARON EILEEN TASH	390.00
097769	10/28/2010	AMERICAN GEOTECHNICAL	3,432.50
097770	10/28/2010	APPERSON	864.56
097771	10/28/2010	BAYLEY CONSTRUCTION	285,757.20
097772	10/28/2010	COMMUNITY BANK ATTN: L. BUHL-ESCROW 1623	31,750.80
097773	10/28/2010	EMERALD MIRROR & GLASS	975.00
097774	10/28/2010	ESCAPE TECHNOLOGY, INC.	250.00
097775	10/28/2010	JOYCE INSPECTION & TESTING	13,120.00
097776	10/28/2010	NEUDESIC, LLC	76,157.50
097777	10/28/2010	NIMBLE CONSULTING	10,000.00
097778	10/28/2010	PARKS CRANE SERVICE, INC.	250.00
097779	10/28/2010	PUBLIC ECONOMICS, INC.	5,552.98
097780	10/28/2010	R2A ARCHITECTURE	59,531.75
097781	10/28/2010	RGP PLANNING & DEVELOPMENT SERVICES	20,664.25
097782	10/28/2010	RJT COMPUQUEST	5,390.00
097783	10/29/2010	ADRENALIN SPORTS APPAREL DBA JOANN MARIE HYDER	1,144.59
097784	10/29/2010	WARREN ANSALDO	5.99
097785	10/29/2010	APPLE COMPUTER INC.	2,276.92
097786	10/29/2010	LEE ARMSTRONG CO., INC.	4,480.00
097787	10/29/2010	ARROWHEAD DRINKING WATER	29.73
097788	10/29/2010	B & P SERVICES, INC.	680.00
097789	10/29/2010	BIO-RAD LABORATORIES, INC. LIFE SCIENCE GROUP	73.07
097790	10/29/2010	DENISE BLAIR	455.00
097791	10/29/2010	BUDDY'S ALL STARS	589.63
097792	10/29/2010	CINTAS CORPORATION	55.12
097793	10/29/2010	CREATIVE BANNER ASSEMBLIES	143.43
		Unpaid Sales Tax	7.79
		Expensed Amount	151.22
097794	10/29/2010	EWING IRRIGATION PRODUCTS	310.04
097795	10/29/2010	FEDERAL EXPRESS	147.32
097796	10/29/2010	FISHER SCIENTIFIC	338.84
097797	10/29/2010	SOPHIE MILLER	5,757.12
097798	10/29/2010	NEWBEGINNINGS, INC. CATERING DIVISION	2,427.33
097799	10/29/2010	DIANA GRAY	747.50
097800	10/29/2010	HOLIDAY INN CAPITOL PLAZA	945.80
097801	10/29/2010	SISC III COBRA ADMINISTRATION	3,374.68
097802	11/01/2010	XEROX CORP.	6,246.25

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Checks Dated 10/27/2010 through 11/12/2010

Board Meeting Date 12/6/10

Check Number	Check Date	Pay to the Order of	Check Amount
097803	11/01/2010	AACRAO PUBLICATIONS	209.00
		Unpaid Sales Tax	16.63
		Expensed Amount	225.63
097804	11/01/2010	ABC ICE HOUSE	237.09
097805	11/01/2010	ASSESSMENT TECHNOLOGIES INSTITUTE, LLC	2,250.00
097806	11/01/2010	CALIFORNIA STAGE/LIGHTING, INC	1,260.51
097807	11/01/2010	CAROLINA BIOLOGICAL SUPPLY	1,307.85
097808	11/01/2010	CHEF WORKS, INC.	58.35
097809	11/01/2010	CHEVRON AND TEXACO BUSINESS CARD SERVICES	912.51
097810	11/01/2010	COAST LEARNING SYSTEMS	920.00
097811	11/01/2010	COX COMMUNICATIONS	4,111.10
097812	11/01/2010	DELL MARKETING L.P. C/O DELL USA L.P.	22,645.37
097813	11/01/2010	DOUBLETREE HOTEL IRVINE SPECTRUM	4,493.76
097814	11/01/2010	DOUBLETREE HOTEL IRVINE SPECTRUM	1,596.80
097815	11/01/2010	DANIEL SMITH, INC.	256.90
097816	11/01/2010	AAA ACCESS SMOG	50.00
097817	11/01/2010	JULIE ANDERSON	55.50
097818	11/01/2010	ARAMARK UNIFORM SERVICES	79.54
097819	11/01/2010	B & H PHOTO	98.00
		Unpaid Sales Tax	8.58
		Expensed Amount	106.58
097820	11/01/2010	BAKER & TAYLOR	4,467.29
097821	11/01/2010	BUTLER CHEMICALS, INC.	234.17
097822	11/01/2010	CDW GOVERNMENT, INC.	565.77
097823	11/01/2010	CLUB CAR, INC.	83.17
097824	11/01/2010	CONSUMERS PIPE - FONTANA	2,369.80
097825	11/01/2010	DUNN-EDWARDS CORPORATION	5,480.13
097826	11/01/2010	ERNEST PACKAGING SOLUTIONS	345.19
097827	11/01/2010	FISHER SCIENTIFIC	872.59
097828	11/01/2010	FREEWAY AUTO SUPPLY	9.33
097829	11/01/2010	DAIRY DEPOT	42.90
097830	11/02/2010	UC REGENTS UCSD	474.00
097831	11/02/2010	PACIFIC PARKING SYSTEMS, INC.	46,041.19
097832	11/02/2010	PASCO SCIENTIFIC	41.63
097833	11/02/2010	POCKET NURSE ENTERPRISES, INC.	71.75
		Unpaid Sales Tax	5.34
		Expensed Amount	77.09
097834	11/02/2010	QUICK CAPTION	7,560.00
097835	11/02/2010	RIO GRANDE ALBUQUERQUE THE BELL GROUP	520.10
		Unpaid Sales Tax	44.89
		Expensed Amount	564.99
097836	11/02/2010	S & B FOODS CATERING DIVISION	370.73
097837	11/02/2010	SADDLEBACK GOLF CARS, INC.	38,241.75
097838	11/02/2010	FHEG - SADDLEBACK BOOKSTORE STORE NO. 296 M.A. 2962210	783.00
097839	11/02/2010	SCANTRON CORPORATION	2,066.82
097840	11/02/2010	SECURITAS SECURITY SVCS, USA	4,269.82
097841	11/02/2010	SMART LEVELS MEDIA	118.54
097842	11/02/2010	THOMAS L. SMITH	180.10
097843	11/02/2010	SO. ORANGE CO. COMM. COL.DIST	431.00
097844	11/02/2010	SWIM DEPOT	1,162.73
097845	11/02/2010	UNISOURCE WORLDWIDE INC.	1,091.85
097846	11/02/2010	KEVIN VILLICANA	50.00
097847	11/02/2010	WALTERS WHOLESALE ELECTRIC	378.84
097848	11/02/2010	YALE CHASE MATERIALS HANDLING	73.38

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Checks Dated 10/27/2010 through 11/12/2010

Board Meeting Date 12/6/10

Check Number	Check Date	Pay to the Order of	Check Amount
097849	11/02/2010	OFFICEMAX CONTRACT INC.	6,200.88
097850	11/02/2010	OFFICEMAX CONTRACT INC.	120.46
097851	11/02/2010	WELLS FARGO BANK #3317	1,992.14
		Unpaid Sales Tax	88.19
		Expensed Amount	2,080.33
097852	11/02/2010	WELLS FARGO #4198	6,616.94
		Unpaid Sales Tax	147.47
		Expensed Amount	6,764.41
097853	11/02/2010	WELLS FARGO #1606	589.59
		Unpaid Sales Tax	2.10
		Expensed Amount	591.69
097854	11/02/2010	WELLS FARGO #2078	2,602.65
097855	11/02/2010	AT&T	36.37
097856	11/02/2010	AT&T	318.39
097857	11/02/2010	AT&T	52.56
097858	11/02/2010	AT&T	52.56
097859	11/02/2010	AT&T	52.56
097860	11/02/2010	4 IMPRINT	1,046.11
		Unpaid Sales Tax	82.03
		Expensed Amount	1,128.14
097861	11/02/2010	DARREL GARDNER	1,300.00
097862	11/02/2010	GOVERNET C/O BIBBY SERVICES	9,630.00
097863	11/02/2010	W. W. GRAINGER	611.79
097864	11/02/2010	GRAPHIC CHEMICAL & INK CO.	186.65
		Unpaid Sales Tax	14.70
		Expensed Amount	201.35
097865	11/02/2010	GUIDANCE SOFTWARE	564.93
097866	11/02/2010	GEORGE T. HALL	96.24
097867	11/02/2010	HERNANDEZ, GABRIELA	50.00
097868	11/02/2010	HISTORY EDUCATION	96.60
		Unpaid Sales Tax	7.76
		Expensed Amount	104.36
097869	11/02/2010	HYDRO-SCAPE PRODUCTS, INC.	7,949.66
097870	11/02/2010	IKEGAMI ELECTRONICS (USA) INC.	787.68
097871	11/02/2010	BETTY G. INCLAN	353.58
097872	11/02/2010	INVITROGEN CORPORATION c/o BANK OF AMERICA	149.94
097873	11/02/2010	IRVINE RANCH WATER DIST.	10,634.51
097874	11/02/2010	IRVINE UNIFIED SCHOOL DISTRICTATTN: LISA HOWELL	284.51
097875	11/02/2010	JACKSTIN JACKSON KELLY	5,000.00
097876	11/02/2010	JOHNSON FLOORING, INC.	5,520.00
097877	11/02/2010	DAVIT S. KHACHATRYAN	29.30
097878	11/02/2010	KUSUNOKI, GARY I.	250.00
097879	11/02/2010	LAGUNA BALLET, INC.	1,130.00
097880	11/02/2010	SHARON LANDIS	1,080.00
097881	11/02/2010	LASER SOURCE	178.81
097882	11/02/2010	KAESER & BLAIR, INC.	6,693.92
097883	11/03/2010	OC FAMILY	425.00
097884	11/03/2010	ORKIN EXTERMINATING	93.60
097885	11/03/2010	JONES DAY	104,347.75
097886	11/03/2010	AT & T MOBILITY	34.74
097887	11/03/2010	AT & T MOBILITY	33.82
097888	11/03/2010	AT & T MOBILITY	15.01
097889	11/03/2010	SOUTHERN CALIFORNIA EDISON CO.	64,627.62

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Checks Dated 10/27/2010 through 11/12/2010

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Check Number	Check Date	Pay to the Order of	Check Amount
097890	11/03/2010	ADAPTIVE VOICE LLC	1,396.94
097891	11/03/2010	ARAMARK UNIFORM SERVICES	42.96
097892	11/03/2010	ARROWHEAD DRINKING WATER	43.49
097893	11/03/2010	B & H PHOTO	439.00
		Unpaid Sales Tax	38.41
		Expensed Amount	477.41
097894	11/03/2010	CAPT BUSINESS OFFICE	11.00
097895	11/03/2010	CLINICAL CHARTS DR. JEFFREY KINTISH	169.18
		Unpaid Sales Tax	13.46
		Expensed Amount	182.64
097896	11/03/2010	KATHLEEN CURAMENG	50.00
097897	11/03/2010	DANA POINT FUEL DOCK	92.27
097898	11/03/2010	JOHN DEERE LANDSCAPES, INC.	1,651.80
097899	11/03/2010	FEDERAL EXPRESS	46.13
097900	11/03/2010	FISHER SCIENTIFIC	106.45
097901	11/03/2010	FREEWAY AUTO SUPPLY	170.65
097902	11/03/2010	BOB PARRETT CONSTRUCTION	26,073.60
097903	11/03/2010	DANIEL SMITH, INC.	214.04
097904	11/04/2010	PACIFIC CLIPPINGS	59.00
097905	11/04/2010	PAYAM-E-ASHENA	200.00
097906	11/04/2010	PEOPLE ADMIN, INC.	45,010.00
097907	11/04/2010	JIM PHANEUF	140.97
097908	11/04/2010	PIONEER STATIONERS	68.24
097909	11/04/2010	POSITIVE PROMOTIONS INC.	96.45
		Unpaid Sales Tax	7.22
		Expensed Amount	103.67
097910	11/04/2010	PRAXAIR	231.24
097911	11/04/2010	PROAIR CONSTRUCTION SVCS. INC.	2,982.00
097912	11/04/2010	QUALITY FENCE CO., INC.	3,225.00
097913	11/04/2010	RICOH AMERICAS CORPORATION RICOH CUSTOMER FINANCE CORP.	70.68
097914	11/04/2010	GABRIEL RUDNER	1,200.00
097915	11/04/2010	SARGENT-WELCH LLC VWR INTERNATIONAL	245.21
097916	11/04/2010	FHEG - SADDLEBACK BOOKSTORE STORE NO. 296 M.A. 2961610	97.88
097917	11/04/2010	FHEG - SADDLEBACK BOOKSTORE STORE NO. 296 M.A. 2961310	88.99
097918	11/04/2010	FHEG - SADDLEBACK BOOKSTORE STORE NO 296 M.A. 29611110	438.48
097919	11/04/2010	SCHOOL SPECIALTY	386.75
097920	11/04/2010	SCOPE CITY	101.74
097921	11/04/2010	KYLE SEITZ	500.00
097922	11/04/2010	CRYSTAL SHOMPH	2,200.00
097923	11/04/2010	SIGMA ALDRICH CHEMICAL CO.	230.01
097924	11/04/2010	SIMPLICITY PATTERN CO., INC.	12.45
		Unpaid Sales Tax	1.09
		Expensed Amount	13.54
097925	11/04/2010	SMARDAN SUPPLY - EL MONTE	3,066.97
097926	11/04/2010	JAMIE SMITH	95.51
097927	11/04/2010	SNAP-ON INDUSTRIAL A Division of IDSC Holdings	534.17
097928	11/04/2010	SO COAST HIGHER EDUCAT. COUN. % SHANNON CROGAN	50.00
097929	11/04/2010	SOURCE GRAPHICS	269.83
097930	11/04/2010	SPECTRUM CHEMICAL MFG. CORP.	271.79
097931	11/04/2010	AMY SUPINGER dba SUPINGER STRATEGIES	1,650.00

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Checks Dated 10/27/2010 through 11/12/2010

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Check Number	Check Date	Pay to the Order of	Check Amount
097932	11/04/2010	TECHSMITH CORP SOFTWARE ORDER	259.40
		Unpaid Sales Tax	22.09
		Expensed Amount	281.49
097933	11/04/2010	TELETROL SYSTEMS, INC.	1,951.00
		Unpaid Sales Tax	168.00
		Expensed Amount	2,119.00
097934	11/04/2010	THINK EDUCATION SOLUTIONS, LLC	16,987.00
097935	11/04/2010	TOMARK SPORTS, INC.	34.79
097936	11/04/2010	TRAFFIC CONTROL SERVICE, INC.	1,270.64
097937	11/04/2010	TRANE	980.00
097938	11/04/2010	U.S. DATA TRUST CORPORATION	5,115.00
097939	11/04/2010	VENTEK INTERNATIONAL	540.00
097940	11/04/2010	VISTA PAINT CORPORATE OFFICE	466.16
097941	11/04/2010	VWR INTERNATIONAL, INC.	149.57
097942	11/04/2010	WALTERS WHOLESALE ELECTRIC	2,278.01
097943	11/04/2010	WARD'S NATURAL SCIENCE	687.90
097944	11/04/2010	WARE DISPOSAL CO., INC.	7,404.90
097945	11/04/2010	COLLIN SCOTT WATSON	1,040.00
097946	11/04/2010	WILKENS-ANDERSON COMPANY	1,194.94
		Unpaid Sales Tax	104.56
		Expensed Amount	1,299.50
097947	11/04/2010	ZEEMAN CORPORATION	52.00
		Unpaid Sales Tax	3.50
		Expensed Amount	55.50
097948	11/04/2010	U.S. TOY CO.,INC./CONSTRUCTIVE PLAYTHINGS	211.24
		Unpaid Sales Tax	16.93
		Expensed Amount	228.17
097949	11/04/2010	AMERICAN EXPRESS TRAVEL RELATED SERVICES CO INC	3,093.60
097950	11/04/2010	WELLS FARGO BANK #1598	412.52
097951	11/04/2010	ACBO	85.00
097952	11/04/2010	SHERRI J. BANES	728.61
097953	11/04/2010	MICHAEL BENNETT	499.40
097954	11/04/2010	ASMITA BHAKTA	121.56
097955	11/04/2010	DAVID BUGAY	667.96
097956	11/04/2010	CASBO CASBO PROFESSIONAL DEVELOPMENT	615.00
097957	11/04/2010	CASBO CASBO PROFESSIONAL DEVELOPMENT	410.00
097958	11/04/2010	CASBO CASBO PROFESSIONAL DEVELOPMENT	410.00
097959	11/04/2010	WILL GLEN	716.45
097960	11/04/2010	RON HASTINGS	500.00
097961	11/04/2010	CAROL HILTON	192.00
097962	11/04/2010	EVA HODJERA	80.83
097963	11/04/2010	TONI LAKOW	199.40
097964	11/04/2010	TEDDI LORCH	103.28
097965	11/04/2010	ARDITH LYNCH	289.40
097966	11/04/2010	BETH MUELLER	163.00
097967	11/04/2010	JANINE O'BUCHON	192.00
097968	11/04/2010	DIANE OAKS	617.36
097969	11/04/2010	MARIA PANIAGUA	26.31
097970	11/04/2010	KEN PATTON	48.00
097971	11/04/2010	RANDY W. PEEBLES	135.53

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Checks Dated 10/27/2010 through 11/12/2010

Board Meeting Date 12/6/10

Check Number	Check Date	Pay to the Order of	Check Amount
097972	11/04/2010	YOSEMITE COMMUNITY COL. DIST. FOR CCC REGISTRY JOB FAIR	2,425.00
097973	11/05/2010	GALLS INC. %GALLS RETAIL CA LOCK BOX	180.28
097974	11/05/2010	MARLYS GRODT & ASSOCIATES	2,000.00
097975	11/05/2010	GUNTHER'S ATHLETIC SERVICE	1,534.91
097976	11/05/2010	HAITBRINK ASPHALT PAVING, INC.	3,980.00
097977	11/05/2010	HOME DEPOT CREDIT SERVICES	1,331.39
097978	11/05/2010	MARK KRUHMIN	27.18
097979	11/05/2010	MIROSLAVA MANCHIK	665.18
097980	11/05/2010	J. M. MC CONKEY CO.	441.66
097981	11/05/2010	BART MC HENRY	59.81
097982	11/05/2010	MC KESSON MEDICAL SURGICAL	411.69
097983	11/05/2010	MARGI MC NELLY	1,080.00
097984	11/05/2010	SHAKEH MEHRABIAN	324.45
097985	11/05/2010	METASOFT SYSTEMS, INC.	6,995.00
097986	11/05/2010	MILLENNIUM BUSINESS SERVICES	350.19
097987	11/05/2010	MIRAMAR WHOLESale NURSERIES	541.03
097988	11/05/2010	MISSION VIEJO GLASS	425.00
097989	11/05/2010	MONTGOMERY HARDWARE	1,562.90
097990	11/05/2010	COURTNEY MOTAK	268.30
097991	11/05/2010	MOULTON-NIGUEL WATER DIST.	11,240.19
097992	11/05/2010	CITIZENS BUSINESS BANK ATTN: LORI MOYNIHAN, VP	54,646.80
097993	11/05/2010	NEUDESIC, LLC	2,360.50
097994	11/05/2010	NEWBEGINNINGS, INC. CATERING DIVISION	40.51
097995	11/05/2010	NORTH STATE ENVIRONMENTAL	135.24
097996	11/05/2010	CSPI/NUTRITION ACTION HEALTHLETTER	20.00
097997	11/05/2010	DIANE OAKS	127.54
097998	11/05/2010	OC Treasurer-Tax Collector	289.00
097999	11/05/2010	ORANGE CO. FARM SUPPLY	33.45
098000	11/05/2010	OC REGISTER COMMERCIAL BILLING	1,109.55
098001	11/05/2010	ORANGE COUNTY SCHOOL BOARDS ASSOCIATION	125.00
098002	11/05/2010	OC TREASURER-TAX COLLECTOR	623.32
098003	11/05/2010	OCE-USA, INC.	650.64
098004	11/05/2010	ORKIN EXTERMINATING	212.50
098005	11/05/2010	TRANSPORT SPECIALTIES, INC.	2,854.69
098006	11/05/2010	RUBY HAZZARD	26.27
098007	11/05/2010	PATTY HELTON	13.14
098008	11/05/2010	TONI LAKOW	26.27
098009	11/05/2010	LORI MANGELS	106.48
098010	11/05/2010	BETH MUELLER	22.70
098011	11/05/2010	LA NELL PEEBLES	12.83
098012	11/05/2010	JANE ROSENKRANS	101.00
098013	11/05/2010	CARLOS SERRANO	8.55
098014	11/05/2010	JOYCE SPEAKMAN	25.66
098015	11/05/2010	PATRICK WEBSTER	16.31
098016	11/05/2010	SONJA WYCHE	26.27
098017	11/05/2010	AdvanceTek	8,200.00
098018	11/05/2010	AMERICAN GEOTECHNICAL, INC.	6,796.97
098019	11/05/2010	DATALINK CORPORATION	5,772.00
098020	11/05/2010	DELL MARKETING L.P. C/O DELL USA L.P.	5,295.32
098021	11/05/2010	gkkworks	14,894.38
098022	11/05/2010	H2 ENVIRONMENTAL CONSULTING SERVICES, INC.	1,325.00
098023	11/05/2010	IRVINE PIPE & SUPPLY	544.07
098024	11/05/2010	NEUDESIC, LLC	81,420.00
098025	11/05/2010	R2A ARCHITECTURE	2,342.80
098026	11/05/2010	RED STONE, INC	2,952.00
098027	11/05/2010	RJT COMPUQUEST	5,740.00

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Checks Dated 10/27/2010 through 11/12/2010

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Check Number	Check Date	Pay to the Order of	Check Amount
098028	11/05/2010	RR SYSTEMS, INC.	962.00
098029	11/05/2010	WOLVERINE FENCE CO., INC.	2,200.00
098030	11/05/2010	COMMUNITY COLLEGE LEAGUE OF CA	475.00
098031	11/05/2010	PAPERCLIP COMMUNICATIONS	239.00
098032	11/05/2010	THE WESTIN PASADENA	342.91
098033	11/05/2010	XEROX CORP.	22,621.62
098034	11/08/2010	LAURA ABRAMS	27.23
098035	11/08/2010	JESSICA M. CHA	26.39
098036	11/08/2010	JENNIFER GLEIZER	14.37
098037	11/08/2010	GUY, GEORGINA	21.47
098038	11/08/2010	JOHN HILTON	17.34
098039	11/08/2010	CANDACE KINCAID	47.64
098040	11/08/2010	LEO LE	18.53
098041	11/08/2010	NICOLE LOFTUS	169.78
098042	11/08/2010	TEDDI LORCH	66.51
098043	11/08/2010	DONNA PRIBYL	25.14
098044	11/08/2010	KAY RYALS	27.10
098045	11/08/2010	ADVANTA ENERGY	800.00
098046	11/08/2010	ASI	162.99
098047	11/08/2010	WILLIAM ATKINS	29.35
098048	11/08/2010	ATKINSON, ANDELSON, LOYA, RUUD	18,665.99
098049	11/08/2010	TERESA AVINA	1,000.00
098050	11/08/2010	B & H PHOTO	92.00
		Unpaid Sales Tax	8.05
		Expensed Amount	100.05
098051	11/08/2010	BAKER & TAYLOR	8,754.55
098052	11/08/2010	BESAFE TECHNOLOGIES, INC.	738.15
098053	11/08/2010	BRAND ATHLETICS	1,854.50
098054	11/08/2010	TOD A. BURNETT	86.95
098055	11/08/2010	DON BUSCHE	55.96
098056	11/08/2010	KRISTEN BUSH	1,435.00
098057	11/08/2010	CALIFORNIA STAGE/LIGHTING, INC	340.00
098058	11/08/2010	CAPISTRANO SEWING MACHINE CO	2,542.95
098059	11/08/2010	CAPT BUSINESS OFFICE	11.00
098060	11/08/2010	CONSUMERS PIPE - FONTANA	18.28
098061	11/08/2010	CORE SUPPORT SYSTEMS, INC.	7,451.80
098062	11/08/2010	CROWN VALLEY MARKETPLACE	12.95
098063	11/08/2010	DATALINK CORPORATION	15,288.00
098064	11/08/2010	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE, CASHIERING	172.00
098065	11/08/2010	DIVERSIFIED BUSINESS SERVICES	759.25
098066	11/08/2010	MICHELE DUGAN	180.00
098067	11/08/2010	EDUCATIONAL MUSIC SERVICE	55.45
098068	11/08/2010	EDWARD EIEN	300.00
098069	11/08/2010	ENTERPRISE RENT-A-CAR	1,113.83
098070	11/08/2010	EXCELSIOR ELEVATOR CORPORATION	1,950.00
098071	11/08/2010	FISHER SCIENTIFIC	1,418.40
098072	11/08/2010	FLS BANNERS	642.75
		Unpaid Sales Tax	53.03
		Expensed Amount	695.78
098073	11/08/2010	FREESTYLE	23.74
098074	11/08/2010	THOMAS A. FUENTES	187.96
098075	11/08/2010	MC CALL PATTERN CO.	225.00
		Unpaid Sales Tax	19.69
		Expensed Amount	244.69

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Checks Dated 10/27/2010 through 11/12/2010

Board Meeting Date 12/6/10

Check Number	Check Date	Pay to the Order of	Check Amount
098076	11/08/2010	BOB PARRETT CONSTRUCTION	987.00
098077	11/09/2010	AT&T	62.14
098078	11/09/2010	AT&T	22.66
098079	11/09/2010	AT&T	35.42
098080	11/09/2010	AT&T	11.22
098081	11/09/2010	SAN DIEGO GAS & ELECTRIC	1,058.84
098082	11/09/2010	SMART MADNESS	106.86
098083	11/09/2010	SOUTHERN CALIFORNIA EDISON CO.	2,010.80
098084	11/09/2010	SOUTHERN CALIFORNIA EDISON CO.	203.77
098085	11/09/2010	POSTMASTER	1,300.00
098086	11/09/2010	XEROX CORP.	208.39
098087	11/09/2010	SO. ORANGE CO. COMM. COL. DIST	2,142.96
098088	11/09/2010	SO. ORANGE CO. COMM. COL. DISTWORKERS COMPENSATION	1,130.68
098089	11/09/2010	CATALYST CONSULTING	5,805.00
098090	11/09/2010	CRC CONSULTING GROUP, INC.	370.00
098091	11/09/2010	DOUGHERTY + DOUGHERTY ARCHITECTS LLP	19,083.75
098092	11/09/2010	DVV ASSOCIATES, INC.	4,500.00
098093	11/09/2010	gkkworks	48,076.05
098094	11/09/2010	gkkworks/CCS Group	1,360.00
098095	11/09/2010	INTERNATIONAL FIDELITY INSURANCE COMPANY	31,904.10
098096	11/09/2010	REPRO XPRESS	182.62
098097	11/09/2010	RGP PLANNING & DEVELOPMENT SERVICES	9,601.75
098098	11/09/2010	ZEISER KLING CONSULTANTS, INC.	1,427.00
098099	11/10/2010	ACADEMIC SENATE CA COMM COLL	325.00
098100	11/10/2010	TOD A. BURNETT	1,160.54
098101	11/10/2010	2010 CPPA CONFERENCE	510.00
098102	11/10/2010	COMMUNITY COLLEGE LEAGUE OF CA	475.00
098103	11/10/2010	TOM DORMAN	181.00
098104	11/10/2010	DEVON MOHAMED	50.48
098105	11/10/2010	KEVIN O'CONNOR	381.00
098106	11/10/2010	GLENN ROQUEMORE	130.50
098107	11/10/2010	SARA LEILA SHEYBANI % MSE DIVISION OFFICE	695.00
098108	11/10/2010	EDWARD TACKETT	269.00
098109	11/10/2010	4 IMPRINT	1,195.47
		Unpaid Sales Tax	92.75
		Expensed Amount	1,288.22
098110	11/10/2010	THE FOUR FRESHMEN, INC.	3,750.00
098111	11/10/2010	GALLS INC. %GALLS RETAIL CA LOCK BOX	445.79
098112	11/10/2010	W. W. GRAINGER	72.09
098113	11/10/2010	RICHARD GROSCOST	44.00
098114	11/10/2010	GROSH SCENIC STUDIOS, INC.	1,083.78
098115	11/10/2010	GUNTHER'S ATHLETIC SERVICE	438.08
098116	11/10/2010	MACHINING TIME SAVERS, INC. dba HAAS FACTORY OUTLET	67,726.58
098117	11/10/2010	MALIA HILL	125.61
098118	11/10/2010	HOME DEPOT CREDIT SERVICES	1,929.24
098119	11/10/2010	IMAGE PRINTING SOLUTIONS	5,602.81
098120	11/10/2010	IN COLOR, INC. ATTN: ORDERS	85.60
		Unpaid Sales Tax	6.71
		Expensed Amount	92.31
098121	11/10/2010	INGARDIA BROTHERS PRODUCE, INC.	905.05
098122	11/10/2010	PIPS C/O KEENAN & ASSOCIATES	145,609.00
098123	11/10/2010	SAMIR KHUNDY	23.70
098124	11/10/2010	MORITAKA KINA	360.00
098125	11/10/2010	TAMARA KING	90.00

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Checks Dated 10/27/2010 through 11/12/2010

Board Meeting Date 12/6/10

Check Number	Check Date	Pay to the Order of	Check Amount
098126	11/10/2010	ELWIN KISHIMOTO	80.00
098127	11/10/2010	LOS ANGELES TIMES	67.80
098128	11/10/2010	LABOR LAW CENTER, INC.	521.13
098129	11/10/2010	LAWN MOWERS ETC., LLC	48.04
098130	11/10/2010	A. M. LEONARD, INC.	236.00
		Unpaid Sales Tax	20.65
		Expensed Amount	256.65
098131	11/10/2010	LIEBERT CASSIDY WHITMORE	26,551.24
098132	11/10/2010	LINKS SIGN LANGUAGE INTERPRETING SERVICES	1,709.00
098133	11/10/2010	LOOMIS, FARGO & COMPANY	478.44
098134	11/10/2010	MAIN GRAPHICS	12,936.04
098135	11/10/2010	MAQUINSAL SEWING MACHINE CO.	247.68
098136	11/10/2010	MARVAC ELECTRONICS	222.00
098137	11/10/2010	MC KESSON MEDICAL SURGICAL	175.41
098138	11/10/2010	MICRO CENTER A/R	173.96
098139	11/10/2010	MILLENNIUM BUSINESS SERVICES Marty Cohn	200.11
098140	11/10/2010	MOULTON-NIGUEL WATER DIST.	11,552.65
098141	11/10/2010	MUSIC THEATRE INTERNATIONAL	15.00
098142	11/10/2010	NASCO WEST	128.72
098143	11/10/2010	HSBC	3,937.35
		Unpaid Sales Tax	274.74
		Expensed Amount	4,212.09
098144	11/10/2010	YVONNE O'TOUSA	38.81
098145	11/10/2010	OC REGISTER COMMERCIAL BILLING	1,229.77
098146	11/10/2010	ORANGE CO. SPECTATOR SERVICES DARRELL TIFF, OWNER	580.00
098147	11/10/2010	OCB REPROGRAPHICS, INC.	110.38
098148	11/10/2010	OCE-IMAGISTICS	670.64
098149	11/10/2010	ONESOURCE DISTRIBUTORS, LLC	344.68
098150	11/10/2010	ORGANIZE.COM THE STORAGE STORE	54.77
098151	11/10/2010	ORKIN EXTERMINATING	818.00
098152	11/10/2010	NICOLE RICE STUDENT OUTREACH DEPT.	35.87
098153	11/10/2010	DAN WALSH	30.90
098154	11/11/2010	MOLE-RICHARDSON CO.	166.87
098155	11/11/2010	JENNIFER PENNER	480.00
098156	11/11/2010	J.W. PEPPER & SON, INC.	118.10
098157	11/11/2010	PROAIR CONSTRUCTION SVCS. INC.	1,385.00
098158	11/11/2010	QUEST DIAGNOSTICS	3,230.73
098159	11/11/2010	QUICK CAPTION	2,520.00
098160	11/11/2010	REALVOLLEYBALL.COM	85.00
098161	11/11/2010	SCIAC CSU SAN MARCOS	75.00
098162	11/11/2010	SHELF MASTER, INC.	165.31
098163	11/11/2010	SHRED-IT CAMPO ENTERPRISES, INC.	80.00
098164	11/11/2010	SMART LEVELS MEDIA	775.39
098165	11/11/2010	LISA SMOLEN & ASSOCIATES	1,468.13
098166	11/11/2010	SOUTHERN COUNTIES OIL DBA/SC FUELS	3,467.82
098167	11/11/2010	SOURCE GRAPHICS	178.75
098168	11/11/2010	SOUTHLAND INSTRUMENTS, INC.	1,603.65
098169	11/11/2010	SPECTRUM CHEMICAL MFG. CORP.	822.05
098170	11/11/2010	SYSTEMS SOURCE, INC.	521.22
098171	11/11/2010	PATRIC TAYLOR	222.36
098172	11/11/2010	TEA WORKS, LLC	47.86
098173	11/11/2010	TROXELL COMMUNICATIONS, INC.	585.08
098174	11/11/2010	UNITED INTERIORS	1,148.23
098175	11/11/2010	UNITED SITE SERVICES OF CALIFORNIA, INC.	280.49

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Checks Dated 10/27/2010 through 11/12/2010

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Check Number	Check Date	Pay to the Order of	Check Amount
098176	11/11/2010	VENTEK INTERNATIONAL	180.00
098177	11/11/2010	WEST COAST INTERNET, INC.	251.40
098178	11/11/2010	WATERLINE TECHNOLOGIES POOL SUPPLY OF ORANGE COUNTY	183.32
098179	11/11/2010	WHITE CAP INDUSTRIES	458.87
098180	11/11/2010	JUDY WHITE	94.76
098181	11/11/2010	MICHAEL E. WILSON	12,070.00
098182	11/11/2010	WORLDWIDE RECOVERY SYSTEMS, INC.	154.00
098183	11/11/2010	ANGELICA R. ZIKOOR	120.00
Total			525
			2,072,753.09

Includes checks for only Bank Account COUNTY

Fund Summary			
Fund	Description	Check Count	Expensed Amount
01	General Fund	478	1,190,963.16
12	Child Development Fund	7	1,131.29
40	Capital Outlay Fund	38	774,603.06
68	Self-Insurance Fund	3	107,621.39
Total		525	2,074,318.90
Less Unpaid Sales Tax Liability			1,565.81
Net (Check Amount)			2,072,753.09

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Checks Dated 10/27/2010 through 11/12/2010

Board Meeting Date 12/6/10

Check Number	Check Date	Pay to the Order of	Check Amount
010008	11/09/2010	ACTIVATION 2011 ACTIVE NETWORK, INC.	800.00
010009	11/09/2010	ESTELLA GARRISON	48.88
010010	11/09/2010	PENN CORPORATE RELOCATION SERVICES, INC.	901.36
010011	11/09/2010	ACTIVATION 2011 ACTIVE NETWORK, INC.	800.00
010012	11/09/2010	ESTELLA GARRISON	48.88
010013	11/09/2010	PENN CORPORATE RELOCATION SERVICES, INC.	901.36
010014	11/11/2010	KAYLAA FOX	360.00
010015	11/11/2010	REGINA ROCHA TOURS	2,820.00
010016	11/11/2010	MICHELLE BERGQUIST SMART BUSINESS RESULTS, INC.	663.00
Total			9 7,343.48

Includes checks for only Bank Account SC-CMED

Fund Summary			
Fund	Description	Check Count	Expensed Amount
09	SC Community Education F	9	7,343.48
	Total		
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		7,343.48

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Checks Dated 10/27/2010 through 11/12/2010

Board Meeting Date 12/6/10

Check Number	Check Date	Pay to the Order of	Check Amount
008784	10/29/2010	A.G. WEALTH MANAGEMENT ADVISORS, INC.	174.00
008785	10/29/2010	EDUCATION TO GO	1,320.00
008786	10/29/2010	EDUCATION TO GO GATLIN EDUCATION SERVICES	1,690.00
008787	10/29/2010	THE PM GROUP, INC.	11,764.58
008788	11/01/2010	MOVIES BY KIDS OC TOBIN C. FELFE ENT., LLC	10,123.75
Total			5
			25,072.33

Includes checks for only Bank Account IVC-CMED

Fund Summary			
Fund	Description	Check Count	Expensed Amount
07	IVC Community Education F	5	25,072.33
	Total		
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		25,072.33

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

BACKGROUND

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

STATUS

In accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations delineated on EXHIBIT A is 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

Journal #	Account	Description	From	To
BR11-00173	01-2483-1-024-1-051-075-0835	HR INSTR STRM SAL	1,768.00	
	01-3310-1-024-1-051-075-0835	OASDI INSTR CLSSF		1,085.00
	01-3350-1-024-1-051-075-0835	MEDIC INSTR EMPLY		254.00
	01-3510-1-024-1-051-075-0835	UNEMP INSTR STAFF		126.00
	01-3610-1-024-1-051-075-0835	WCOMP INSTRUCTIONAL		303.00
	01-2383-1-024-1-051-075-6420	HR SHORTERM SAL	2,750.00	
	01-3320-1-024-1-051-075-6420	OASDI NINST CLSSF		1,688.00
	01-3360-1-024-1-051-075-6420	MEDIC NINST EMPLY		395.00
	01-3520-1-024-1-051-075-6420	UNEMP NINST STAFF		196.00
	01-3620-1-024-1-051-075-6420	WCOMP NON-INSTRUCTIONAL		471.00
	01-1413-1-024-1-051-075-6420	HR NCLSRM FAC PT	11,742.00	
	01-3320-1-024-1-051-075-6420	OASDI NINST CLSSF		2,170.00
	01-3120-1-024-1-051-075-6420	STRS NON-INSTR STAFF		5,573.00
	01-3360-1-024-1-051-075-6420	MEDIC NINST EMPLY		1,487.00
	01-3520-1-024-1-051-075-6420	UNEMP NINST STAFF		738.00
	01-3620-1-024-1-051-075-6420	WCOMP NON-INSTRUCTIONAL		1,774.00
	01-2483-1-024-1-051-075-0809	HR INSTR STRM SAL	363.00	
	01-3310-1-024-1-051-075-0809	OASDI INSTR CLSSF		223.00
	01-3350-1-024-1-051-075-0809	MEDIC INSTR EMPLY		52.00
	01-3510-1-024-1-051-075-0809	UNEMP INSTR STAFF		26.00
01-3610-1-024-1-051-075-0809	WCOMP INSTRUCTIONAL		62.00	
			16,623.00	16,623.00
BR11-00174	01-5830-0-000-1-038-091-6710	ADVERTISING	7,000.00	
	01-4600-0-000-1-038-091-6710	NON-INSTR SUPPLIES & MATERIALS		7,000.00
			7,000.00	7,000.00
BR11-00176	01-5999-1-006-4-080-093-6011	OPR EXP SRVS HOLDING	11,500.00	
	01-6410-1-006-4-080-093-0952	NEW EQUIPMENT		11,500.00
			11,500.00	11,500.00
BR11-00179	01-4600-2-219-1-024-000-6499	NON-INSTR SUPPLIES & MATERIALS		2,883.00
	01-4300-2-219-1-024-000-6499	INSTR SUPPLIES & MATERIALS		5,100.00
	01-4580-2-219-1-024-000-6499	DUPL CHBACKS		1,000.00
	01-5811-2-219-1-024-000-6499	CONTRACT SERVICES	8,983.00	
			8,983.00	8,983.00
BR11-00184	01-1413-0-000-4-073-074-6310	HR NCLSRM FAC PT	15,874.00	
	01-3120-0-000-4-073-074-6310	STRS NON-INSTR STAFF	1,310.00	
	01-3360-0-000-4-073-074-6310	MEDIC NINST EMPLY	230.00	
	01-3520-0-000-4-073-074-6310	UNEMP NINST STAFF	114.00	
	01-3620-0-000-4-073-074-6310	WCOMP NON-INSTRUCTIONAL	275.00	
	01-1999-0-000-4-025-000-6720	ACADEMIC HOLDING		17,803.00
			17,803.00	17,803.00
BR11-00189	01-5812-2-029-4-041-061-6780	CONTRACT SVCS SOFTWARE LICENSI	34,648.00	
	01-6412-2-029-4-041-061-6780	SOFTWARE		34,648.00
			34,648.00	34,648.00
Totals			96,557.00	96,557.00

Recommended for Ratification

By The Board of Trustees of South Orange County Community College District

Saddleback College

Journal Number	BR11-00175	BR11-00188	BR11-00196
	BR11-00177	BR11-00190	BR11-00200
	BR11-00180	BR11-00191	BR11-00201
	BR11-00181	BR11-00192	BR11-00202
	BR11-00182	BR11-00193	BR11-00203
	BR11-00183	BR11-00194	BR11-00204
	BR11-00187	BR11-00195	BR11-00205

Irvine Valley College

Journal Number	BR11-00185	BR11-00198
	BR11-00197	BR11-00199

District

Journal Number	BR11-00186
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ATEP

Journal Number	BR11-00206
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TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Authorization of Payment to Student Trustee Absent from Board Meeting
ACTION: Approval

BACKGROUND

Education Code Section 72425 (c) 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

Student Trustee Eve Shieh was absent from a Special Board Meeting on November 17, 2010 due to academic commitments.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt resolution 10-09 (Exhibit A) authorizing payment to Student Trustee Shieh who was unable to attend the Special Board meeting, as noted above, due to academic commitments.

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 10 - 22

Section 72425 (c) 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 November 17, 2010, the Board of Trustees of the South Orange County Community College District held a special meeting; and

WHEREAS, Student Trustee Eve Shieh could not be present at the special meeting; and

WHEREAS, it was determined that Student Trustee Shieh’s absence was due to academic commitments.

NOW, THEREFORE, BE IT RESOLVED that Student Trustee Shieh shall be paid at the regular rate of compensation for the special meeting of the Board of Trustees held on November 17, 2010.

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

BACKGROUND

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

STATUS

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

RECOMMENDATION

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

TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

EVENT/LOCATION	DATE(s)*	ESTIMATED COST** (per person)	TRUSTEES CURRENTLY REGISTERED
Community College League of California Effective Trusteeship Workshop and Board Chair Workshop Sheraton Grand, Sacramento	January 21-23, 2011 (3 nights)	\$1,300.00	None
Community College League of California Annual Legislative Conference Sheraton Grand, Sacramento	January 23-24, 2011 (2 nights)	\$1,359.00	None
League for Innovations Conference Hilton San Diego Bayfront	February 27 – March 2, 2011 (3 nights)	\$1,167.00	None

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

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

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: November 2010 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: for contracts involving bid limits the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$76,700 for equipment, supplies and maintenance projects. During November 2010, 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**

Environ Consultant Services Agreement for limited subsurface at the ATEP Hangar.	\$41,000.00
Vangent, Inc. Agreement to provide database to update IRS forms for students and provide copies to students of updated forms. This is a requirement for the District to fulfill tax obligations.	\$39,200.00
Accuvant Agreement to provide information security risk assessment analysis of the current security controls effectiveness that protect the District's assets and a determination of the loss probability to those assets.	\$33,300.00
Periwinkle Entertainment Productions Letter of agreement for a performance at Saddleback College McKinney Theatre.	\$5,500.00
P.B. Americas Inc. Consultant Agreement for Labor Compliance Program Pool Deck Replacement at Saddleback College.	\$5,225.00

In-N-Out Burger
Mobile Unit Agreement for an event at Irvine Valley College.

Terry Wohlers
Consultant Agreement Amendment to include
reimbursement of travel related expenses. \$421.40

MTV Networks on Campus, Inc. \$0.00
Agreement to allow program service entitled "mtvU" and
related equipment necessary for IVC to exhibit the services
at locations on the campus.

National Student Clearinghouse \$0.00
Agreement to provide a web-based application that enables
Irvine Valley College to provide its students with a range of
services, including enrollment and student loan-related
services.

Park Place LXMV, LP \$0.00
Estoppel Certificate to amend original agreement to assign
lease to MVVT Motors, Inc. that is connected to Lexus
automotive dealership.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the contracts as shown above.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Acceptance of District Annual Audit Report: 2009-10
ACTION: Review and Study

BACKGROUND

California Education Code Section 84040 requires that an annual audit of all District funds be made by a Certified Public Accountant or a Public Accountant licensed by the State Board of Accounting. Title 5, California Code of Regulations, Section 59104, further requires that the governing board of each community college district review the annual audit at a regularly scheduled public meeting.

STATUS

The Board of Trustees employed the firm of Macias Gini & O'Connell, Certified Public Accountants, to conduct the audit of all District funds for the 2009/2010 fiscal year. The general purpose financial statements with accompanying audit report have been completed and are being submitted to all agencies the law requires, as well as to the members of the Board of Trustees.

The 2009/2010 audit report includes two findings. The first concerns control issues within information technology. The auditors identified areas that could further enhance the information technology control environment of the District. Information Technology is working on procedures and board policies that will improve the controls of the District. The second finding was a compliance issue dealing with the late submission of reports at Irvine Valley College. This was an oversight and once the issue was realized the report was submitted. Officials of Macias Gini & O'Connell LLP are present to assist the Board with its review and to answer any questions that may arise.

A Board sub-committee on the audit, consisting of Trustees Milchiker, Wagner, and Williams, had an opportunity to meet with the auditors before the final version was printed. The sub-committee was able to question the auditors in depth about the findings and recommendations.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept the 2009/2010 audit report for review and study.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Hillpointe/Promenade Apartments: Administer Ground Lease Agreement and Approve Assignment and Assumption of the Lease to MG Properties Investment Real Estate

ACTION: Approval

BACKGROUND

In July 2004, the Agreement for Joint Use and Occupancy of School Property and Ground Lease for the Hillpointe/Promenade Apartments was assigned to a new partnership named MG Properties Investment Real Estate.

STATUS

On November 23, 2010, MG Properties Investment Real Estate notified the District of their intent to sell their interest in the Hillpointe/Promenade Apartments to LS Promenade Apartments, LLC.

MG Properties Investment Real Estate has complied with the requirements of Section 19 of the Ground Lease which provides: "The lessee shall have the right to assign this Lease with the prior written consent of the District. District shall consent to the assignment of the Lease provided that (a) lessee or any of its successors or assigns shall not be in default hereunder at the time of the proposed assignment; (b) the proposed transferee shall covenant in writing with the District to keep, perform and be bound by each and all of the covenants and conditions of this lease herein provided to be kept and performed by the lessee; and (c) the lessee or proposed transferee shall furnish District with an executed copy of assignment or other document to be used to effect such transfer, the address of the proposed transferred and the proposed effective date thereof".

The "Consent to Encumbrance of Leasehold Estate," "Assignment and Assumption of Agreement" and the "Landlord's Certificate" documents (EXHIBIT B) have been reviewed by the District's legal representatives, Parker and Covert, and found to be in conformance with the best interests of the District.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the assignment of Hillpointe/Promenade Apartments to LS Promenade Apartments, LLC (EXHIBIT B) and approve motion for authorization (EXHIBIT A) to the Chancellor or his/her designee to execute all documents necessary to carry out the terms of the assignment and assumption.

Item Submitted By: *Dr. David Bugay, Ph.D., Acting Vice Chancellor, Business Services*

{ADOPT BY MOTION AND/OR READ INTO MINUTES DURING PUBLIC MEETING}

MOTION OF THE BOARD OF TRUSTEES
OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CONNECTION WITH LEASE OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DECEMBER 6, 2010

NOW, THEREFORE, BE IT ORDERED, the Board of Trustees of the South Orange County Community College District:

As provided in Section 19 of the Lease, the South Orange County Community College District hereby consents to the request by LS Promenade Apartments, LLC for assignment and assumption of LS Promenade Apartments, LLC portion of the Lease to MG Promenade Apartments, LLC for purposes of the Hillpointe/Promenade Apartments Project. The Chancellor, or designee, is authorized to execute all documents necessary to carry out the terms of the assignment and assumption.

ADOPTED, SIGNED, AND APPROVED, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, this 6th day of December, 2010.

BOARD OF TRUSTEES OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

President

Member

Secretary

Member

Member

Member

Member

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

**ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT
TO ASSIGNMENT AND ASSUMPTION OF LEASE AND RELEASE**

APN: 740-012-29

THE TERM OF THE LEASE IS LESS THAN 55 YEARS

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE AND RELEASE ("Agreement") is made as of the ___th day of December, 2010, by and among LS PROMENADE APARTMENTS LLC, a Delaware limited liability company ("Assignor"), MG PROMENADE APARTMENTS LLC, a Delaware limited liability company ("Assignee") and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, formerly known as SADDLEBACK COMMUNITY COLLEGE DISTRICT ("District").

RECITALS

A. District and Assignor's predecessors entered into an Agreement for Joint Use and Occupancy of School Property and Occupancy of School Property and Ground Lease dated September 23, 1985, as amended by that certain First Amendment to Agreement for Joint Use and Occupancy of School Property and Ground Lease dated June 2, 1986 (as amended, the "Lease"), for approximately 23.3 acres of real property situated in Mission Viejo, California, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Leased Premises").

B. The lessee's interest under the Lease passed to Assignor and Assignee by instrument recorded August 13, 2004 as Instrument Number 2004-000737517.

C. Subject to District's consent, Assignor desires to assign all of its right, title and interest in and to the Lease as "lessee" to Assignee, and Assignee desires to assume all of Assignor's rights, title and interest in and to the Lease as "lessee" from Assignor.

D. Upon the effective date of District's consent, District shall release LS PROMENADE APARTMENTS LLC from all of LS PROMENADE APARTMENTS LLC's obligations under the Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Assignor assigns and transfers to Assignee all of Assignor's rights, title and interest in and to the Lease as "lessee" and the leasehold estate therein described, and Assignee agrees to and does accept the assignment and, in addition, expressly assumes and agrees to keep, perform and fulfill all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by lessee, including the making of all payments due or payable under the Lease when due or payable accruing from and after the effective date of this Assignment (the "Lease Obligations"),

SUBJECT TO:

- 1.1. Current taxes and assessments; and
 - 1.2. All covenants, conditions, restrictions, reservations, rights, rights of way, easements and title matters of record.
2. The assignment and assumption set forth under the terms and conditions of this Agreement shall take effect on _____, 201_. (The date shall be filled in by MG Promenade Apartments LLC prior to recordation of this document.) This Agreement may be executed in counterparts, each of which is an original, but all of which taken together constitute the same instrument.

ASSIGNOR:

LS PROMENADE APARTMENTS LLC,
a Delaware limited liability company

By: _____
William J. Hauf
Its: Manager

ASSIGNEE:

MG PROMENADE APARTMENTS LLC, a
Delaware limited liability company

By: Gleiberman Investments, Inc., a
California corporation, its sole
Manager

By: _____
Mark Gleiberman
Its: President

CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE AND RELEASE

IN CONSIDERATION of the assumption of the obligations of the lessee under the Lease by MG PROMENADE APARTMENTS LLC, a Delaware limited liability company, the District hereby consents to the assignment of the Lease to and assumption of the Lease by LS PROMENADE APARTMENTS LLC and hereby releases LS PROMENADE APARTMENTS LLC, a Delaware limited liability company, and LS PROMENADE APARTMENTS LLC's present and former members from the Lease Obligations; provided, however, that this consent shall not waive consent of the District to any subsequent assignments of the Lease.

Dated this ____ day of December, 2010.

DISTRICT:

SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT, formerly known as
Saddleback Community College District

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

On _____, 2010 before me, _____, notary public in and for said county and state, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

On _____, 2010 before me, _____, notary public in and for said county and state, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

On _____, 2010 before me, _____, notary public in and for said county and state, personally appeared WILLIAM J. HAUF, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature _____
Signature of Notary Public

GROUND LESSOR ESTOPPEL AND AGREEMENT

THIS GROUND LESSOR ESTOPPEL AND AGREEMENT ("Estoppel Certificate") is entered into effective as of the ___th day of _____, 20__, by and between South Orange County Community College District, formerly known as Saddleback Community College District (the "Landlord") and MG PROMENADE APARTMENTS LLC, a Delaware limited liability company ("Tenant") for the benefit of Bank of America, N.A., as successor by merger to LaSalle Bank National Association, as Trustee for the registered holders of Banc of America Commercial Mortgage Inc. Commercial Mortgage Pass-Through Certificates, Series 2004-4, and its successors and assigns("Lender").

RECITALS:

WHEREAS, Tenant is the Borrower under that certain loan from Lender in the original principal amount of \$24,000,000.00 (hereinafter the "Loan") secured by a first priority Leasehold Deed of Trust, Assignment of Rents and Security Agreement in favor of Lender (the "Tenant Deed of Trust"), encumbering Tenant's interest as tenant under the "Lease" (as hereinafter defined) in the premises demised thereunder (the "Premises"). *All capitalized words used but not otherwise defined herein shall have the meanings ascribed thereto in the Lease.*

WHEREAS, Landlord has agreed to confirm certain matters pertaining to the Lease and the Premises for Tenant's and Lender's benefit, and has further agreed to reaffirm to Lender the provisions of the Lease respecting the Tenant Deed of Trust for Lender's benefit.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties certify and agree as follows:

1. Landlord certifies to each of Tenant and Lender as follows:
 - a. Landlord is the current holder of the lessor's interest under that certain Agreement for Joint Use and Occupancy of School Property and Ground Lease dated as of September 23, 1985, by and between Landlord and Saddleback Partnership, together with all amendments and modifications thereto all of which are attached hereto as Exhibit "A" attached hereto and incorporated herein by this reference (the "Lease").
 - b. Landlord is the current owner of the fee simple estate in the Premises and is the current landlord under the Lease.
 - c. Tenant is the current tenant under the Lease. To the best of Landlord's actual knowledge, the Lease has not been assigned by Tenant.
 - d. Except as set forth in Exhibit A attached hereto, there do not exist any other agreements concerning the Premises, whether oral or written between Landlord and Tenant under the Lease (or their respective predecessors or successors).

e. The Lease has been duly authorized, executed, and delivered by Landlord, and is in full force and effect. All conditions and contingencies to the effectiveness of the Lease and the commencement of the regular term thereof have been satisfied.

f. The Occupancy Date under the Lease was October 1, 1985.

g. There are no options to extend the Term. Tenant has no right to purchase any interest in the Premises, except as expressly set forth in the Lease.

h. As of the date hereof, Landlord has not received notice from Tenant of its assertion of any claim against Landlord or any defense to or offset against the enforcement of the Lease by Landlord.

i. Tenant is not in default in the payment of rent or other charges under the terms of the Lease. To the best of Landlord's actual knowledge, (i) Tenant is not in default in the performance of any other obligation under the terms of the Lease, and (ii) no condition exists that, but for the passage of time of the giving of notice, or both, would result in a default under the terms of the Lease.

j. The Base Rent currently payable under the Lease is \$2,080,426.45 per annum. Base Rent due under the Lease has been paid through May 31, 2011. No additional rent is due at this time. No prepayments of rent or other compensation to Landlord have been paid more than 30 days in advance.

k. The commencement date of the Lease was October 1, 1985, and the initial term of the lease shall expire on September 30, 2040. The Tenant does not have any rights to renew, extend or terminate the Lease.

l. Landlord has not as of the date hereof assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease or the Premises, there are currently no mortgages, deeds of trust or other security interests encumbering Landlord's fee interest in the Premises and no third party has an option or preferential right to purchase all or any part of the Premises from Landlord.

m. Landlord has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against the Landlord's interest in the Premises.

n. Landlord has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Premises.

o. Landlord acknowledges that Lender shall be a "Mortgagee" under the terms of the Lease. Landlord acknowledges and agrees that the Lease may not be amended, modified, canceled or terminated without the prior written consent of Lender, and that any such action without such consent shall not be binding upon Lender, its successors or assigns.

p. Landlord agrees that it will provide Lender with notice of default and a right to cure any such defaults as provided in Section 20 of the Lease. Additionally, Landlord agrees that no notice given under the Lease shall be effective against Lender unless a copy has been delivered to Lender in accordance with the terms of the Lease to Lender's address as provided herein. All notices hereunder shall be deemed to have been duly given if mailed by United States registered or certified mail, with return receipt requested, postage prepaid, or by United States Express Mail or by reputable overnight courier service to the parties at the addresses set forth below (or at such other addresses as shall be given in writing by any party to the others) and shall be deemed complete upon receipt or refusal to accept delivery as indicated in the return receipt or in the records of such United States Express Mail or courier service. The addresses for notice are as follows:

To Landlord: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attention: Chancellor
Telephone No.: _____
Facsimile No.: _____

To Tenant: MG PROMENADE APARTMENTS LLC
c/o Gleiberman Investments, Inc.
10505 Sorrento Valley Road, Suite 300
San Diego, California 92121
Telephone No.: 858.366.6551
Facsimile No.: 858.526.0800

q. No bankruptcy proceedings, whether voluntary or otherwise, are pending, or to the best of Landlord's actual knowledge, threatened, against Landlord.

r. Upon foreclosure of the Tenant Deed of Trust or conveyance in lieu of foreclosure, Tenant's leasehold interest shall be assignable to Lender or its designee without the further consent of Landlord pursuant to Section 6 (a) (8) of the First Amendment to Agreement for Joint Use and Occupancy of School Property and Ground Lease dated June 2, 1986, recorded July 15, 1986 as Instrument No. 86-304204 in the Official Records of Orange County, State of California incorporated herein by this reference.

s. Pursuant to Section 10.a. of the Consent to Encumbrance of Leasehold Estate recorded August 13, 2004 as Instrument No. 2004000737520, incorporated herein by this reference Landlord agrees that Landlord shall, at the request of Lender, enter into a new lease on the same terms and conditions of the Lease.

t. In the event all or any portion of the Mortgaged Property is damaged or destroyed by fire, the elements or any other casualty or all or any portion of the premises demised under the Lease is taken by condemnation or eminent domain, insurance proceeds or the proceeds from such condemnation or eminent domain action to be made available to Tenant for repairs and restoration of the premises demised under the Lease required to be completed by Tenant under the terms of the Lease may be disbursed in accordance with the terms and provisions of the Deed of Trust, and

Lender may, in accordance with the terms and provisions of the Deed of Trust, direct that any such insurance proceeds be applied to the repayment of Tenant's indebtedness to Lender.

2. This Estoppel Certificate and the representations and agreements made herein shall inure to the benefit of and shall be binding on Lender, Tenant and Landlord, and their respective successors and assigns.

3. This Estoppel Certificate may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

4. In the event Lease is construed so as to conflict with the agreements set forth in this Estoppel Certificate, the terms and provisions of this Estoppel Certificate shall govern and control.

5. This Estoppel Certificate shall be binding upon Landlord and its successors and assigns and shall inure to the benefit of Lender and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Estoppel Certificate as of the day and year first above written.

LANDLORD:

SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT, formerly known as
Saddleback Community College District

By: _____
Name: _____
Title: _____

TENANT:

MG PROMENADE APARTMENTS LLC,
a Delaware limited liability company
By: Gleiberman Investments, Inc., a
California corporation, its sole
Manager

By: _____
Mark Gleiberman
Its: President

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

On _____, 2010 before me, _____, notary public in and for said county and state, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

On _____, 2010 before me, _____, notary public in and for said county and state, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Contracts with Neudesic LLC for Software Development, System Audits, and Emergency Support
ACTION: Approval

BACKGROUND

The District has used the services of Neudesic, LLC to develop the Student Information System (SIS) and Data Warehouse. As such, Neudesic has acquired a thorough knowledge of SOCCCD systems as well as software development practices and procedures.

STATUS

As college and district staff members began using the Data Warehouse and SIS, they identified additional features to substantially improve the utility of the system for both staff and students. The features require the development of software for Saddleback College and Irvine Valley College.

The attached contract, Exhibit A, identifies the Data Warehouse and SIS projects to be completed at a cost not to exceed \$970,000.00. Funds are available in the District IT budget.

In addition, as part of District IT efforts to ensure business continuity, services have been identified that will assist in supporting the continued availability and reliability of SIS:

- SIS system audits prior to registration cycles that will consist of system health checks and load testing, and
- SIS emergency support that will provide on-demand, expert-level problem solving assistance in cases of system outages.

The District is proposing a contract with Neudesic, Exhibit B, to provide SIS system audits and emergency support through June 30, 2012, at a cost not to exceed \$200,000. Funding for the contact will be provided by the 2009/10 District IT Basic Aid carry-over balance.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve contracts with Neudesic LLC, including the specified component projects and rate schedule, for additional SIS and Data Warehouse features, in an amount not to exceed \$970,000.00 (Exhibit A), and for system audits and emergency support, in an amount not to exceed \$200,000 (Exhibit B) for a total of \$1,170,000.

Item Submitted by: Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services

CONSULTANT AGREEMENT
SPECIAL SOFTWARE ENGINEERING SERVICES

This AGREEMENT is hereby entered into between the South Orange County Community College District, a public community college district of the state of California, hereinafter referred to as (“DISTRICT”), and Neudesic LLC, a California limited liability company located at 8105 Irvine Center Drive, Suite 1200, Irvine, California, 92618, telephone 800-805-1805, hereinafter referred to as (“CONSULTANT”).

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

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

I.
Scope Of Work.

A. Overview. CONSULTANT shall provide the professional services specified herein for purposes of maintaining the District’s Student Information System. The work outlined in section B below is to support the deployed code in production. This contract serves as a bridge to retain existing team members until 2009-2010 Basic Aid contracts are approved.

B. Services To Be Provided By CONSULTANT. Staff resource services, including software engineering, project management, software architecture, business and database analysis, and expert computer programming for the following software development projects:

1. SIS Enhancements
2. Data Warehouse

C. CONSULTANT’s Staff. CONSULTANT shall submit for DISTRICT approval a resume of each of individual CONSULTANT assigned to work on this Agreement for prior written approval by the DISTRICT’s two Associate Directors of Administrative/Academic Systems. CONSULTANT agrees to provide the DISTRICT with the resumes (qualifications, experience and education) at least two weeks prior to assigning the individual to work on this Agreement. The DISTRICT may choose to interview individual CONSULTANTS prior to approving them to work on this Agreement. CONSULTANTS’ Senior Project Manager(s), Project Manager(s), Business Systems Analyst Lead(s), Senior Microsoft .NET Architect(s) and other lead positions need written approval from the an Associate Directors of

Administrative/Academic Systems prior to beginning work on this Agreement. The DISTRICT shall not be responsible for payment to CONSULTANT for the services of any individual who works on this Agreement without the DISTRICT's prior written consent.

D. Documentation. Functional and technical specification documentation shall be developed by CONSULTANT and delivered to DISTRICT for acceptance by the DISTRICT's Associate Directors of Administrative/Academic Systems. "Documentation" means the documents, manual and written materials (including end-user and technical manuals) developed pursuant to this Agreement. Formal review and acceptance of all written user and technical documentation is required. The documentation may be reviewed by the Associate Directors of Administrative/Academic Systems and designated DISTRICT IT staff and DISTRICT and College end users.

E. Methodology. All work must be completed following documented industry standard agile methodology, protocol and best practices and be previously approved by an Associate Directors of Administrative/Academic Systems. Methodology documentation should include the following sections:

1. Methodology overview.
2. Scope and resource management.
3. Process for defining functional and technical specifications.
4. Functional (product backlog) and technical specification documentation.
5. Functional and technical specification review and sign-off by DISTRICT stakeholders. These artifacts are to be consistent with an agile software development methodology. Stakeholders are identified DISTRICT business experts, Education and Support Services and IT technical staff.
6. Code review by DISTRICT IT staff.
7. Unit testing of source code modifications.
8. Module and functionality specific business testing scenarios.
9. Formal user acceptance and sign-off.

F. Quality Assurance And Testing.

During software development, CONSULTANT shall include a phase for quality assurance and testing of all Software. Quality assurance and testing must follow documented industry standard methodology, protocol and best practices and be previously approved by an appropriate District Associate Director Administrative/Academic Systems. Quality assurance and testing documentation should include the following:

1. Quality assurance and testing overview.

2. Module and functionality testing.
3. Modifications based upon quality control and quality assurance testing results. The CONSULTANT, DISTRICT IT and designated DISTRICT and college end users will conduct quality assurance testing.

4. Release Management:

Develop standards and practices for identifying and resolving billings for software defects, including regression bugs (both pre-release and post-release) and develop definitions of “mission critical” and “non-mission critical” bugs and timelines required for consultant to fix each. These will be developed by CONSULTANT and DISTRICT and included as Exhibit “A” to this Agreement, which is hereby incorporated by reference as if fully set out herein.

G. Deliverables And Modules.

Software Deliverables and Software Modules shall be as specified in writing by CONSULTANT and approved in writing by one of the DISTRICT’s Associate Directors of Administrative/Academic Systems, as needed, based on decisions made during the design process and in consultation with the DISTRICT. “Software Deliverables” are defined as products, including, but not limited to, program source code, model/entity definitions, and build/migration instructions. “Software Modules” are defined as the functioning products of a software development project (a list of such projects is included in Section 1.B of this Agreement) as well as any and all functionality described in the As-Built Documentation delivered by CONSULTANT prior to “Go-live Software release.”

Software documentation must be delivered and accepted by the DISTRICT prior to acceptance of software source code. Below is a general description of each Software Module. Additional functionality will be defined during the software development process, where such functionality fits within the allocated budget and schedule, as agreed upon and formally approved by Associate Directors of Administrative/Academic Systems and designated college end users.

<u>ITEM NO.</u>	<u>GENERAL DESCRIPTION</u>
1 SIS Enhancements	<p>The CONSULTANT will develop SIS enhancements as identified and prioritized by appropriate college staff and facilitated by the Associate Directors of Administrative/Academic Systems. These enhancements include:</p> <ul style="list-style-type: none"> • A staff augmentation effort where the deliverable will be all the enhancements the CONSULTANT can build within the project funding constraints.
2 Data Warehouse	<p>The CONSULTANT will provide the following Data Warehouse services:</p> <ul style="list-style-type: none"> • Enhancements requested by users • Facilitate move of Data Warehouse portal from Sharepoint 2007 to Sharepoint 2010

H. Progress Reports.

1. Project Management Review. Formal review and approval of overall project management resources and project management structure by DISTRICT is required. CONSULTANT shall provide written progress reports to the Associate Directors of Administrative/Academic Systems on a minimum of a quarterly basis, or more frequently if changes occur. One of the Associate Directors of Administrative/Academic Systems has authority to approve such progress reports for the DISTRICT.

2. Quality Assurance & Testing Plan Review. Formal review and approval of overall quality assurance and testing plans, approach and schedule by DISTRICT is required. CONSULTANT shall provide written reports for each module. The reports will be reviewed by the Associate Directors of Administrative/Academic Systems. One of the Associate Directors of Administrative/Academic Systems has authority to approve such reports for the DISTRICT.

3. Monthly Progress Reports. CONSULTANT shall submit to the Associate Directors of Administrative/Academic Systems a detailed written monthly progress report describing the work performed during the reporting period.

I. Formal Progress Meetings.

CONSULTANT and DISTRICT shall conduct formal quarterly schedule of scope management and risk assessment meetings with senior CONSULTANT management. These meetings will involve CONSULTANT project manager(s) on site, other key CONSULTANT

staff on site, DISTRICT Associate Directors of Administrative/Academic Systems. CONSULTANT shall provide in writing the following minimum information at the progress meetings:

- Complete and detailed account of the work completed (e.g., modules worked on, functionality developed, documentation written and reviewed, testing and quality assurance completed, involvement of DISTRICT IT staff, etc.) from the last quarterly meeting, as appropriate.
- Cumulative CONSULTANT personnel hours expended by position and dollar amount from the last quarterly meeting, as appropriate.
- Review of any issues and concerns that have arisen and approach to dealing with them or assistance needed from the DISTRICT from the last quarterly meeting, as appropriate.
- Written documentation for each module consistent with agile development methodology management reporting (e.g., Product Backlog, Sprint Backlog and Burndown Chart).
- Planning for the next quarter (e.g., project plan for next quarter software development, any changes in CONSULTANT personnel).

Additional information may be required and will be agreed upon between CONSULTANT and DISTRICT IT. These meetings shall occur at the Information Technology Department of the DISTRICT.

II. **Term.**

CONSULTANT shall commence providing services under this AGREEMENT on Dec. 7, 2010, and will diligently perform as required and complete performance including all acceptance testing by Dec. 31, 2012.

III. **Compensation.**

DISTRICT agrees to pay the CONSULTANT on an hourly basis according to the Rate Schedule for services as defined above in I. Scope Of Work, section B, item 1 satisfactorily rendered pursuant to this AGREEMENT, fee not to exceed a total of Nine Hundred Seventy Thousand Dollars and no/100 (\$970,000.00). CONSULTANT shall perform services based on the hourly rates listed in the Rate Schedule. CONSULTANT shall invoice the DISTRICT bi-weekly, for efforts expended in the prior two-week period and include with each invoice a detailed description of services performed by each of CONSULTANT's personnel and subcontractors, if any. The DISTRICT shall have a fifteen (15) day period from the DISTRICT's receipt of each invoice in which to review, accept or dispute each invoice ("Invoice

Review Period"). The DISTRICT shall notify the CONSULTANT within the Invoice Review Period of any concerns regarding the invoice in which case the Parties shall attempt to resolve the dispute in accordance with Article XXVI Disputes. In case of a dispute, if the dispute relates to only specific item(s) within an invoice, that portion of the invoice will be withheld pending attempt to resolve the dispute in accordance with Article XXVI Disputes; the rest of the invoice will be processed for payment at the end of the respective Invoice Review Period. If the dispute is about the invoice in its entirety, then payment on the entire invoice will be withheld pending attempt to resolve the dispute in accordance with Article XXVI Disputes.

CONSULTANT shall submit an itemized invoice in duplicate indicating the Contract Number and charges in accordance with the Deliverables. Invoices are to be rendered only if the items or services have been furnished to and accepted by the DISTRICT. No payment will be made in advance of work performed. The burden of proof regarding disputes as to the accuracy of CONSULTANT invoices shall fall upon CONSULTANT.

The contract Rate Schedule is shown below.

Neudesic Audit Rate Schedule:

ROLE / REQUIRED EXPERIENCE	HOURLY RATE
<p><u>MC - Senior Project Manager</u></p> <p>Experienced and proven senior project manager with at least 10 years experience managing Information Technology projects. Plans, directs and controls projects of 2,000 work-hours or larger. Capable of serving in the role of a Business Systems Analyst, or working with a team of analysts to define project requirements and drive an appropriate solution design. The Senior Project Manager role requires a hands-on approach to managing, directing and controlling successful Information Technology solutions.</p>	\$169
<p><u>EM - Project Manager</u></p> <p>Experienced and proven project manager with at least 7 years experience managing Information Technology projects. Plans, directs and controls projects of 1,000 work-hours or larger. Capable of serving in the role of a Business Systems Analyst, or working with a team of analysts to define project requirements and drive an appropriate solution design. The Project Manager role requires a hands-on approach to managing, directing and controlling successful software development projects.</p>	\$159
<p><u>PCBSA - Business Systems Analyst – Lead</u></p> <p>Responsible for maintaining the overall direction and coordination of the requirements gathering efforts for the development process. Develops the templates, approaches and methods used in the analysis and requirements gathering process. Participates in hands-on sessions with end users and organizational stakeholders. Responsible for the work products and quality control of the Business Systems Analysts working beneath them. Familiar with a variety of software development and requirements methodologies such as RUP, MSF, Scrum and Agile. Minimum experience of 7 years in the software requirements gathering space with at least the last 2 in an oversight role.</p>	\$159
<p><u>SCBSA - Business Systems Analyst</u></p> <p>Responsible for interviewing users and stakeholders to gather functional requirements of the software system. Records these interview sessions into documents that are executed by the development team. Should have a solid understanding of the organizational goals of the client as well as an understanding of the high level capabilities of the chosen technology palette. Strong communication skills and an ability to work within several development methodologies. Minimum of 3 years analysis and requirements gathering in the Microsoft technology space.</p>	\$143

ACDEV - Senior Microsoft .NET Architect /Technical Lead

\$169

Experienced and proven solutions architect and software engineer with at least 15 years experience designing and developing software solutions, and 6 or more years focused on Microsoft .NET technology. Capable of designing software architecture for enterprise-level software solutions, developing enterprise architecture components, developing full lifecycle solutions, leading and directing technology teams, mentoring technology teams. Responsible for the successful application of best practices, design patterns, and innovative solutions to each project they touch, the Architect/Technical Lead is expected to make well informed technology decisions for the projects. An expert in several software technology disciplines, this team member is also expected to participate in the development of the solution, and to assist other team members to solve difficult problems.

PCDEV - Senior Microsoft .NET Technical Lead

\$159

Experienced and proven solutions architect and software engineer with at least 10 years experience designing and developing software solutions, and 6 or more years focused on Microsoft .NET technology. Capable of designing software architecture for software solutions, developing architecture components, developing full lifecycle solutions, leading and directing technology teams, mentoring technology teams. Responsible for the successful application of best practices, design patterns, and innovative solutions to each project they touch, the Technical Lead is expected to make well informed technology decisions for the projects. An expert in several software technology disciplines, this team member is also expected to participate in the development of the solution, and to assist other team members to solve difficult problems.

SCDEV - Senior Microsoft .NET Developer

\$143

Experienced and proven software engineer, with 6-10 years experience designing and developing software and 3-5 years experience developing Microsoft .NET applications for both Client/Server and web-based solutions. Capable of working independently or in a team to develop strong technology solutions using ASP.NET, WinForms, C#, VB.NET, and Transact-SQL, with a strong understanding of .NET Framework internals.

CCDEV - Microsoft .NET Developer

\$104

Software engineer with 1-3 years experience in developing web based and thick client applications within the Microsoft development stack. Knowledge of ASP .NET, c# .NET, and their interactions with HTML and SQL Server for business applications.

CDWEB - Creative Director of Web Solutions \$159

A proven and consistent creative force behind web solutions and rich media projects. A Creative Director of Web Solutions provides the creative direction for a project, according to the requirements of the users. The critical role of this person on a web project is to create the design concept (sample comps and/or animations) to define and refine the design of the overall user experience.

SDWEB - Senior Web Designer \$114

Experienced designer of user experience through web media. Skilled and proven in producing rich graphics, animation, and interactive media, consistently following and extending concept designs developed by a Creative Director. Experienced in working with web developers to integrate rich media with program code.

PCDBA - Senior Database Architect \$159

A database architect and business intelligence specialist with at least 10 years experience developing IT solutions. Capable of modeling enterprise databases, architecting database access and security practices, designing high-availability database and data warehouse solutions for the enterprise.

SCDBA - Database Architect & Developer \$143

Creates application level functionality for the database elements of the application suite such as stored procedures, views, indexes and triggers. Ensures that the data elements are high performing and can accommodate the needs of the business logic and user interface modules. 5+ years of developing technologies on Microsoft SQL Server.

PCQA - QA Director \$159

Responsible for creating, planning and directing the quality assurance effort of the project. Works with the client to determine the needs of the user base and anticipated demands on the system. Creates test harnesses (load and functionality) and staging environments for the project. Oversees the defect tracking and resolution process for the project. Involved in key areas of the QA process in a hands-on role. 7+ years of QA work as a team member, with the last 2 in a managerial role.

SCOA - Senior QA Engineer

\$126

Self-directed in planning, documenting and executing test cases based on direct interaction with software developers, analysts and end-users. Able to create automated tests (load and functionality) as necessary. Able to manually test a software application according to project test plans and test scenarios. Able to perform rigorous exploratory testing (heuristics-based attacks) with little or no direction. Carries out the testing of the application on both a unit and integration level. Reports defects found into the issue tracking system and re-tests as remedies are deployed. Also responsible for carrying out the load tests for the application. 5+ years in a QA role.

CCQA - QA Engineer

\$104

Carries out the testing of the application on both a unit and integration level. Reports defects found into the issue tracking system and re-tests as remedies are deployed. Also responsible for carrying out the load tests for the application. 3+ years in a QA role.

IV.**Unapproved Expenses.**

DISTRICT shall not be liable to CONSULTANT for any unapproved costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT.

V.**Independent Contractor/Subcontractor Status.**

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

CONSULTANT has prime contractor responsibility; subcontractors may be used, but the CONSULTANT shall accept full responsibility for subcontractors' performance. The CONSULTANT shall identify all subcontractors, and describe the type of contractual arrangement with all subcontractors. The CONSULTANT shall be responsible for meeting all

terms and conditions of this AGREEMENT. The DISTRICT reserves the right to approve/disapprove all subcontractors. In the event the DISTRICT determines that an employee of CONSULTANT or a subcontractor hired by CONSULTANT is unqualified, unruly, or in any way endangering the project, CONSULTANT shall remove the employee/subcontractor at the request of the DISTRICT. This provision shall apply to all CONSULTANT's personnel including the Senior Project Manager.

VI.

Expenses.

DISTRICT shall furnish, or reimburse CONSULTANT for DISTRICT approved expenses incurred for materials, equipment, supplies, travel and other items necessary to complete the services to be provided pursuant to this AGREEMENT. Reimbursement of expenses, including travel, will be subject to the DISTRICT's rules and procedures. CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

Project complexity may require team members to travel to and from India. In addition, offshore India resources may need to travel to the DISTRICT offices. The DISTRICT agrees to pay Travel Expenses. Travel expenses shall include airfare, hotel, meals, Visa application and shipping fees, and ground transportation costs for the team of SOCCCD and Neudesic employees. CONSULTANT will provide an estimate of schedule of charges prior to travel. If schedule of charges is approved by DISTRICT, the DISTRICT will be obligated to pay not to exceed approved schedule of charges.

VII.

Originality Of Services.

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

VIII.

Copyright/Trademark/Patent.

All originals and copies of the Work Product, as well as intermediate versions and working papers and all copyrights, trade secrets, know-how, patents, trademarks, and all other intellectual property rights in the Work Product and all inventions embodied therein (collectively, the "Proprietary Rights") will be the exclusive property of DISTRICT and shall constitute trade secrets owned exclusively by DISTRICT. CONSULTANT hereby assigns and agrees to assign all Proprietary Rights to the DISTRICT, for no further consideration, and agrees

to require all its employees, agents, and independent contractors to assign all Proprietary Rights to DISTRICT in a manner consistent with this AGREEMENT. CONSULTANT agrees to assist DISTRICT to register, enforce, and maintain any and all Proprietary Rights in any and all countries considered relevant by DISTRICT in its discretion. CONSULTANT agrees to execute and deliver all documents requested by DISTRICT in connection with such registration and enforcement, and to perfect any such rights in DISTRICT, its licensees, successors, and assigns. At no time, without the prior written consent of DISTRICT, will CONSULTANT use, copy, disclose to any third party, license, transfer, or otherwise exploit the Proprietary Rights. Further CONSULTANT will maintain the confidentiality of the fact that DISTRICT is pursuing development of the Work Product. CONSULTANT will use and maintain appropriate security measures to honor all of such obligations. CONSULTANT consents to the use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters produced under this AGREEMENT, for any purpose and in any medium.

IX.

Warranty Of Conformity To Specifications.

CONSULTANT warrants that all Software Deliverables and Software Modules developed by CONSULTANT hereunder shall conform to the specifications provided in this Agreement ("Specifications"). During a period of six (6) months after final acceptance of each of the Software Deliverables and Software Modules by DISTRICT, CONSULTANT shall, at its own expense, provide programming services to correct defects that caused the Software Deliverables and/or Software Modules to fail to conform to the Specifications and that significantly affect performance (as defined in Exhibit "A") in accordance with those Specifications, provided that DISTRICT has notified CONSULTANT thereof and, upon inspection, CONSULTANT has found the Software Deliverables and/or Software Modules to be nonconforming.

X.

Mutual Termination.

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

DISTRICT or CONSULTANT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by either party; or (b) any act by either party exposing the other party to liability to others for personal injury or property damage; or (c) Either party is adjudged a bankrupt, if either party makes a general assignment for the benefit of creditors or a receiver is appointed on account of either party's insolvency. Written notice by either party shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate.

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

The rights and remedies provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

XI.
Hold Harmless.

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

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

b. Any judgment or proceeding in which it is determined, or any settlement Contract arising out of the allegations, that CONSULTANT's furnishing or supplying DISTRICT with goods, components, programs, practices, or methods supplied by CONSULTANT under this AGREEMENT constitutes an infringement of any patent, copyright, trademark, trade name, trade secret or other proprietary or contractual right of any third party. The foregoing shall not apply unless DISTRICT has informed CONSULTANT as soon as practicable of the suit or action alleging such infringement. CONSULTANT shall not settle such suit or action without the consent of the DISTRICT. DISTRICT retains the right to participate in the defense against any such suit or action. The DISTRICT agrees to provide CONSULTANT with prompt notice of any such claims and to permit CONSULTANT to defend any claim or suit, and that it will cooperate fully in such defense.

XII.
Insurance.

CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than July 30, 2007 CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of

cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured under said policy. Consultant agrees to maintain workers' compensation insurance as required under the laws of the state of California.

XIII.
Assignment.

This AGREEMENT and/or the obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned or otherwise transferred by the CONSULTANT, without the prior written consent of DISTRICT. Any attempt to make such an assignment without DISTRICT's prior written consent shall be void.

XIV.

Compliance With Applicable Laws.

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

XV.

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.

XVI.

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.

XVII.

Entire Agreement/Amendment.

This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

XVIII.

Equal Opportunity Employment.

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

XIX.

Non Waiver.

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

**XX.
Notice.**

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

DISTRICT:

South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: David Bugay

CONSULTANT:

Neudesic, LLC
8105 Irvine Center Dr., Suite 1200
Irvine, CA 92618
Attn: Jodi Schlessel

**XXI.
Severability.**

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

**XXII.
Governing Law.**

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

**XXIII.
Force Majeure.**

Notwithstanding any other terms and conditions hereof, in the event that a Party is materially unable to perform any of its obligations hereunder because of severe weather, natural disasters, riots, wars, acts of terrorism, governmental action or other event of force majeure beyond such Party's control, then such Party shall, upon written notice to the other Party thereof, be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such Party shall at all times use its best efforts to resume such performance.

**XXIV.
Taxes.**

CONSULTANT shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this AGREEMENT, and all applicable sales, use, excise, transportation, privilege,

occupational and other taxes applicable to furnish the work performance hereunder and shall save DISTRICT harmless from liability for any such contributions, premiums, and taxes for CONSULTANT employees and sub-contractors, if applicable.

XXV.

Personnel Qualifications And Performance.

CONSULTANT shall furnish all personnel which may be required to perform the work outlined within this AGREEMENT. CONSULTANT is required to provide qualified personnel and maintain the skill and experience levels of personnel through the AGREEMENT term. All personnel assigned to this AGREEMENT shall be approved by the DISTRICT as specified in Section 1 herein.

XXVI.

Disputes.

In the event of any disputes or disagreement between the DISTRICT and CONSULTANT with respect to the interpretation of any provision of this AGREEMENT, or to the performance of the parties under this AGREEMENT, each party shall appoint a designated representative to meet, in good faith, to resolve the dispute or to negotiate an adjustment to any provision of this AGREEMENT within two weeks from the date of the communicated dispute. The representatives shall meet as often as the parties deem necessary in order to gather and exchange all applicable information with respect to the matter in issue which the parties believe appropriate to its resolution. No formal proceeding for the judicial resolution of any dispute or disagreement may be commenced until the representatives conclude in good faith that an amicable resolution of the matter in issue through continued negotiation does not appear likely.

XXVII.

Attorneys' Fees And Interest

In any dispute between the Parties, whether or not resulting in litigation, the party substantially prevailing shall be entitled to recover from the other party all reasonable costs, including, without limitation, reasonable attorneys' fees. In addition, such prevailing party shall be entitled to interest at ten percent (10%) per year from the date any amount should have been paid until the date such amount is paid.

XXVIII.

Records And Audit.

This AGREEMENT shall be subject to examination and audit for a period of one (1) year after final payment under this AGREEMENT. The examination and audit shall be confined to those matters connected with the performance of the AGREEMENT, including, but not limited to, the costs of administering the AGREEMENT. CONSULTANT shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be included in the performance of this AGREEMENT. CONSULTANT shall preserve and make available records to the DISTRICT and/or other representative agencies having a pecuniary or other bona fide interest in the AGREEMENT including designees of the interested parties for a

period of one (1) year from the date of expiration on this AGREEMENT or until released in writing from this obligation by the DISTRICT.

XXIX.
Conflicts Of Interest.

CONSULTANT shall not hire any officer or employee of DISTRICT to perform any service covered by this AGREEMENT. CONSULTANT affirms to the best of their knowledge that there exists no actual or potential conflict between CONSULTANT's family, business, or financial interest and the services provided under this AGREEMENT. In the event of change in either private interests or service under this AGREEMENT, any question regarding possible conflict of interest which may arise as a result of such change shall be raised with the DISTRICT.

Security Of Existing District Information.

To preserve the security of campus automated information systems and confidentiality of data pertaining to students, faculty and staff, CONSULTANT and any subcontractors must exercise appropriate and adequate security precautions for such data and systems design information that is made available for the performance of this Agreement.

XXXI.
Compliance With Statutes And Regulations.

CONSULTANT warrants and certifies that in the performance of this AGREEMENT, it shall comply with all applicable statutes, rules and regulations and orders, including laws and regulations pertaining to labor, wages, hours and other conditions of employment, and applicable price ceilings, if any. Failure of the DISTRICT to insist on the strict performance of the terms, conditions, and agreements herein contained or any of them shall not constitute or be construed as a waiver or relinquishment of the DISTRICT's right thereafter to enforce strict compliance with any such terms, agreements or conditions, but the same shall continue in full force and effect.

XXXII.
Limitation of Liability.

Under no circumstances will NEUDESIC have any liability for any claim arising from or relating to this Agreement in excess of the amount paid to NEUDESIC by Client pursuant to this Agreement or received by NEUDESIC under any insurance policy required to be maintained herein. Neither Party shall have any liability for consequential, incidental, special or indirect damages (including loss of profit and business opportunities) regardless of whether the Party has been advised of, or is aware of, the possibility of such damages.

THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, 2010.

**South Orange County Community College Neudesic, LLC
District**

By: _____
Signature

By: _____
Signature

David Bugay/ Acting Vice Chancellor,
Business Services

Typed Name/Title

Social Security or Taxpayer
Identification Number

EXHIBIT A

Standards and practices for identifying and resolving billing rate schedules for Software Deliverables and Module defects including regression bugs (both pre-release and post-release) and definitions of “mission critical” and “non-mission critical” bugs and timelines required for CONSULTANT to fix each.

The major intents of EXHIBIT A are:

1. To provide definitions, criteria and processes for reviewing and resolving two types of post-production issues with software developed by CONSULTANT:
 - a. mission critical issues
 - b. non-mission critical, but important issues
2. Establish acceptable levels of responsiveness by CONSULTANT to repair post-production, mission critical software issues

3. To define a process and set of criteria for resolving claims for financial remuneration in consideration of mission-critical defects in work product found within a limited time after the work product is in full production release.

EXHIBIT A applies only when all of the following criteria are true:

- Software components and systems were designed, programmed and implemented by CONSULTANT pursuant to this AGREEMENT.
- Defect in software identified by DISTRICT was caused by an agent of CONSULTANT.
- Both DISTRICT and CONSULTANT agree that the identified defect in software meets the criteria stated herein for a “mission critical defect”.
- Defect in software was identified by DISTRICT more than 10 calendar days and less than 60 calendar days after the software was released to full production release.
- Defect in software is not explained by or caused by the requirements, business rules or design guidance provided to CONSULTANT by DISTRICT.

Definitions and Examples

“Mission Critical Defect” shall mean any flaw in the software work product produced by CONSULTANT pursuant to this AGREEMENT that vitally impairs ability for DISTRICT to meet its operational mission as it relates to the intended purpose of said software, and whereupon such flaw is not explained by or caused by the requirements, business rules or design guidance provided to CONSULTANT by DISTRICT.

“Full Production Release” shall mean the single event or moment in time when the software system is made permanently available (and not in a pilot test) to all intended system users for real use in real operation procedures and transactions.

Examples of mission critical defects might include:

- SIS Student Accounts module failing to properly calculate account balance, leading to inaccurate financial records for many students.
- SIS Student Records module that corrupts or loses student grades, names, address, residency status or other similarly critical data elements that are key to records management and State or MIS Reporting requirements.

Examples of issues that are *not* mission critical defects might include:

- SIS Student Grades module displaying typographical errors in the descriptive text shown on the faculty grade submission web page.
- SIS Student Accounts module failing to properly calculate account balance for one student transaction during an academic term (e.g. 1 in 35,000).
- A mismatched data value on a small percentage (< 1%) of the records between the new SIS database and the clean records in the legacy ALPHA database, where that data value does not affect State or MIS Reporting requirements, financial calculations, student transcripts or student enrollment rules.
- A web page that “does not look the way I would prefer”.

- A set of web pages that do not flow the way some users would prefer, but is capable of performing the intended function, given the proper manual process and user willingness to operate the software.
- Any feature that functions as specified by the appropriately designated design group, but does not function according to inconsistent, changed or improved thinking.

Defect Escalation Process

DISTRICT will notify CONSULTANT in writing, and within two (2) business days of discovery, of any post-release defects that DISTRICT considers to meet the criteria for remuneration as set forth in EXHIBIT A. DISTRICT will present the necessary information to CONSULTANT to assist in evaluating the defect for EXHIBIT A consideration. For the purposes of repairing any identified post-release mission critical defect, CONSULTANT and DISTRICT will proceed with the escalated defect repair processes without waiting for billing resolution decisions and CONSULTANT will respond to reported mission critical defects reported within the first 60 days after full production release with CONSULTANT to begin investigation and repair within 12 hours during the normal business week and within 24 hours on holidays and weekends. For the purposes of determining any alterations in CONSULTANT billing, within 30 days of written escalation, DISTRICT and CONSULTANT will review and mutually decide upon the disposition of any defect identified by DISTRICT to be a post-release mission critical defect.

Timely Resolution

Once notified by DISTRICT of a post-release mission critical defect, CONSULTANT shall either resolve the affected defect within five (5) business days from formal notification, or (in the

event that said defect cannot be repaired in that time) provide a written justification for the delay and advise DISTRICT of alternative measures that CONSULTANT and/or DISTRICT can take in a more timely manner. If CONSULTANT fails to provide a resolution or an alternative measure within this time window, CONSULTANT will discount contracted bill rate to 20% for any efforts expended by CONSULTANT in connection with resolving the affected defect.

Billing Effects

For any defects that are escalated as described herein and are mutually disposed by DISTRICT and CONSULTANT to meet the criteria described herein, and only if CONSULTANT fails to provide a timely response, the following billing ramifications will take effect:

- CONSULTANT will discount the contracted hourly billing rate by 20% for any efforts expended by CONSULTANT in connection with resolving the affected defect, commencing from the date that CONSULTANT received notification from DISTRICT of the Defect Escalation.
- CONSULTANT will provide to DISTRICT a report of time spent by CONSULTANT in connection with resolving the affected defect.

CONSULTANT AGREEMENT

SPECIAL SOFTWARE ENGINEERING SERVICES

This AGREEMENT is hereby entered into between the South Orange County Community College District, a public community college district of the state of California, hereinafter referred to as ("DISTRICT"), and Neudesic LLC, a California limited liability company located at 8105 Irvine Center Drive, Suite 1200, Irvine, California, 92618, telephone 800-805-1805, hereinafter referred to as ("CONSULTANT").

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

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

I.

Scope Of Work.

A. Overview. CONSULTANT shall provide the professional services specified herein for purposes of maintaining the District's Student Information System. The work outlined in section B below is to support the deployed code in production.

B. Services To Be Provided By CONSULTANT. Staff resource services, including software engineering, project management, software architecture, business and database analysis, and expert computer programming for the following software development projects:

1. SIS System Audits
2. SIS Emergency Support

C. CONSULTANT's Staff. CONSULTANT shall submit for DISTRICT approval a resume of each of individual CONSULTANT assigned to work on this Agreement for prior written approval by the DISTRICT's two Associate Directors of Administrative/Academic Systems. CONSULTANT agrees to provide the DISTRICT with the resumes (qualifications, experience and education) at least two weeks prior to assigning the individual to work on this Agreement. The DISTRICT may choose to interview individual CONSULTANTS prior to approving them to work on this Agreement. CONSULTANTS' Senior Project Manager(s), Project Manager(s), Business Systems Analyst Lead(s), Senior Microsoft .NET Architect(s) and other lead positions need written approval from the an Associate Directors of Administrative/Academic Systems prior to beginning work on this Agreement. The DISTRICT

shall not be responsible for payment to CONSULTANT for the services of any individual who works on this Agreement without the DISTRICT's prior written consent.

D. Documentation. Functional and technical specification documentation shall be developed by CONSULTANT and delivered to DISTRICT for acceptance by the DISTRICT's Associate Directors of Administrative/Academic Systems. "Documentation" means the documents, manual and written materials (including end-user and technical manuals) developed pursuant to this Agreement. Formal review and acceptance of all written user and technical documentation is required. The documentation may be reviewed by the Associate Directors of Administrative/Academic Systems and designated DISTRICT IT staff and DISTRICT and College end users.

E. Quality Assurance And Testing.

During software development, CONSULTANT shall include a phase for quality assurance and testing of all Software. Quality assurance and testing must follow documented industry standard methodology, protocol and best practices and be previously approved by an appropriate District Associate Director Administrative/Academic Systems. Quality assurance and testing documentation should include the following:

1. Quality assurance and testing overview.
2. Module and functionality testing.
3. Modifications based upon quality control and quality assurance testing results. The CONSULTANT, DISTRICT IT and designated DISTRICT and college end users will conduct quality assurance testing.
4. Release Management:

Develop standards and practices for identifying and resolving billings for software defects, including regression bugs (both pre-release and post-release) and develop definitions of "mission critical" and "non-mission critical" bugs and timelines required for consultant to fix each. These will be developed by CONSULTANT and DISTRICT and included as Exhibit "A" to this Agreement, which is hereby incorporated by reference as if fully set out herein.

F. Deliverables And Modules.

Software Deliverables and Software Modules shall be as specified in writing by CONSULTANT and approved in writing by one of the DISTRICT's Associate Directors of Administrative/Academic Systems, as needed, based on decisions made during the design process and in consultation with the DISTRICT. "Software Deliverables" are defined as products, including, but not limited to, program source code, model/entity definitions, and build/migration instructions. "Software Modules" are defined as the functioning products of a software development project (a list of such projects is included in Section 1.B of this

Agreement) as well as any and all functionality described in the As-Built Documentation delivered by CONSULTANT prior to “Go-live Software release.”

Software documentation must be delivered and accepted by the DISTRICT prior to acceptance of software source code. Below is a general description of each Software Module. Additional functionality will be defined during the software development process, where such functionality fits within the allocated budget and schedule, as agreed upon and formally approved by Associate Directors of Administrative/Academic Systems and designated college end users.

<u>ITEM NO.</u>	<u>GENERAL DESCRIPTION</u>
I. <u>SIS System Audits</u>	<p>The CONSULTANT will provide regular scheduled System Audits for the SIS Production modules. System Audits include a general health check and load testing activities against SIS modules in Production.</p> <p>Additionally, DISTRICT may engage the CONSULTANT to provide other mutually agreed upon services to the DISTRICT.</p> <ul style="list-style-type: none"> • Neudesic Audit Rate Schedule as defined in the COMPENSATION Section of this contract will be applied for System Audit activities.
II. <u>SIS Emergency Support</u>	<p>The CONSULTANT will provide Emergency Support for the SIS Production modules. SIS Emergency Support is characterized as either a response to a SIS Catastrophic Event or a DISTRICT request for Emergency Services.</p> <ul style="list-style-type: none"> • SIS Emergency Support Service Level Agreement (SLA) is defined in Exhibit A of this contract • Neudesic Emergency Support Rate Schedule as defined in the COMPENSATION Section of this contract will be applied for SIS Emergency Support activities.

H. Progress Reports.

1. Project Management Review. Formal review and approval of overall project management resources and project management structure by DISTRICT is required. CONSULTANT shall provide written progress reports to the Associate Directors of Administrative/Academic Systems on a minimum of a quarterly basis, or more frequently if changes occur. One of the Associate Directors of Administrative/Academic Systems has authority to approve such progress reports for the DISTRICT.

2. Quality Assurance & Testing Plan Review. Formal review and approval

of overall quality assurance and testing plans, approach and schedule by DISTRICT is required. CONSULTANT shall provide written reports for each module. The reports will be reviewed by the Associate Directors of Administrative/Academic Systems. One of the Associate Directors of Administrative/Academic Systems has authority to approve such reports for the DISTRICT.

III. **Term.**

CONSULTANT shall commence providing services under this AGREEMENT on October 27, 2010, and will diligently perform as required and complete performance including all acceptance testing by June 30, 2012.

IV. **Compensation.**

DISTRICT agrees to pay the CONSULTANT on an hourly basis according to the Rate Schedule for services as defined above in I. Scope Of Work, section B, item 1 satisfactorily rendered pursuant to this AGREEMENT, for a fee not to exceed a total of Two Hundred Thousand & no/100 (\$200,000.00). Due to the foregoing, if at any point it appears that the Scope of Work cannot be accomplished for the \$200,000 fixed budget amount, CONSULTANT shall notify DISTRICT and DISTRICT and CONSULTANT shall modify the depth and breadth of analysis in certain areas within the Scope of Work to maximize the value delivered for the established budget. CONSULTANT shall perform services based on the hourly rates listed in the Rate Schedule. CONSULTANT shall invoice the DISTRICT bi-weekly, for efforts expended in the prior two-week period and include with each invoice a detailed description of services performed by each of CONSULTANT's personnel and subcontractors, if any. The DISTRICT shall have a fifteen (15) day period from the DISTRICT's receipt of each invoice in which to review, accept or dispute each invoice ("Invoice Review Period"). The DISTRICT shall notify the CONSULTANT within the Invoice Review Period of any concerns regarding the invoice in which case the Parties shall attempt to resolve the dispute in accordance with Article XXVI Disputes. In case of a dispute, if the dispute relates to only specific item(s) within an invoice, that portion of the invoice will be withheld pending attempt to resolve the dispute in accordance with Article XXVI Disputes; the rest of the invoice will be processed for payment at the end of the respective Invoice Review Period. If the dispute is about the invoice in its entirety, then payment on the entire invoice will be withheld pending attempt to resolve the dispute in accordance with Article XXVI Disputes.

CONSULTANT shall submit an itemized invoice in duplicate indicating the Contract Number and charges in accordance with the Deliverables. Invoices are to be rendered only if the items or services have been furnished to and accepted by the DISTRICT. No payment will be made in advance of work performed. The burden of proof regarding disputes as to the accuracy of CONSULTANT invoices shall fall upon CONSULTANT.

The contract Rate Schedule is shown below.

Neudesic Audit Rate Schedule:

The Audit Rate Schedule rates applied are determined according to the CONSULTANTS called upon to conduct the SIS System Audit. The Audit Rate Schedule is contingent upon the timely notification for a CONSULTANT request as specified in Exhibit A.

ROLE / REQUIRED EXPERIENCE	HOURLY RATE
<u>MC - Senior Project Manager</u>	\$169
Experienced and proven senior project manager with at least 10 years experience managing Information Technology projects. Plans, directs and controls projects of 2,000 work-hours or larger. Capable of serving in the role of a Business Systems Analyst, or working with a team of analysts to define project requirements and drive an appropriate solution design. The Senior Project Manager role requires a hands-on approach to managing, directing and controlling successful Information Technology solutions.	
<u>EM - Project Manager</u>	\$159
Experienced and proven project manager with at least 7 years experience managing Information Technology projects. Plans, directs and controls projects of 1,000 work-hours or larger. Capable of serving in the role of a Business Systems Analyst, or working with a team of analysts to define project requirements and drive an appropriate solution design. The Project Manager role requires a hands-on approach to managing, directing and controlling successful software development projects.	
<u>PCBSA - Business Systems Analyst – Lead</u>	\$159
Responsible for maintaining the overall direction and coordination of the requirements gathering efforts for the development process. Develops the templates, approaches and methods used in the analysis and requirements gathering process. Participates in hands-on sessions with end users and organizational stakeholders. Responsible for the work products and quality control of the Business Systems Analysts working beneath them. Familiar with a variety of software development and requirements methodologies such as RUP, MSF, Scrum and Agile. Minimum experience of 7 years in the software requirements gathering space with at least the last 2 in an oversight role.	

SCBSA - Business Systems Analyst

\$143

Responsible for interviewing users and stakeholders to gather functional requirements of the software system. Records these interview sessions into documents that are executed by the development team. Should have a solid understanding of the organizational goals of the client as well as an understanding of the high level capabilities of the chosen technology palette. Strong communication skills and an ability to work within several development methodologies. Minimum of 3 years analysis and requirements gathering in the Microsoft technology space.

ACDEV - Senior Microsoft .NET Architect /Technical Lead

\$169

Experienced and proven solutions architect and software engineer with at least 15 years experience designing and developing software solutions, and 6 or more years focused on Microsoft .NET technology. Capable of designing software architecture for enterprise-level software solutions, developing enterprise architecture components, developing full lifecycle solutions, leading and directing technology teams, mentoring technology teams. Responsible for the successful application of best practices, design patterns, and innovative solutions to each project they touch, the Architect/Technical Lead is expected to make well informed technology decisions for the projects. An expert in several software technology disciplines, this team member is also expected to participate in the development of the solution, and to assist other team members to solve difficult problems.

PCDEV - Senior Microsoft .NET Technical Lead

\$159

Experienced and proven solutions architect and software engineer with at least 10 years experience designing and developing software solutions, and 6 or more years focused on Microsoft .NET technology. Capable of designing software architecture for software solutions, developing architecture components, developing full lifecycle solutions, leading and directing technology teams, mentoring technology teams. Responsible for the successful application of best practices, design patterns, and innovative solutions to each project they touch, the Technical Lead is expected to make well informed technology decisions for the projects. An expert in several software technology disciplines, this team member is also expected to participate in the development of the solution, and to assist other team members to solve difficult problems.

SCDEV - Senior Microsoft .NET Developer \$143

Experienced and proven software engineer, with 6-10 years experience designing and developing software and 3-5 years experience developing Microsoft .NET applications for both Client/Server and web-based solutions. Capable of working independently or in a team to develop strong technology solutions using ASP.NET, WinForms, C#, VB.NET, and Transact-SQL, with a strong understanding of .NET Framework internals.

CCDEV - Microsoft .NET Developer \$104

Software engineer with 1-3 years experience in developing web based and thick client applications within the Microsoft development stack. Knowledge of ASP .NET, c# .NET, and their interactions with HTML and SQL Server for business applications.

CDWEB - Creative Director of Web Solutions \$159

A proven and consistent creative force behind web solutions and rich media projects. A Creative Director of Web Solutions provides the creative direction for a project, according to the requirements of the users. The critical role of this person on a web project is to create the design concept (sample comps and/or animations) to define and refine the design of the overall user experience.

SDWEB - Senior Web Designer \$114

Experienced designer of user experience through web media. Skilled and proven in producing rich graphics, animation, and interactive media, consistently following and extending concept designs developed by a Creative Director. Experienced in working with web developers to integrate rich media with program code.

PCDBA - Senior Database Architect \$159

A database architect and business intelligence specialist with at least 10 years experience developing IT solutions. Capable of modeling enterprise databases, architecting database access and security practices, designing high-availability database and data warehouse solutions for the enterprise.

SCDBA - Database Architect & Developer

\$143

Creates application level functionality for the database elements of the application suite such as stored procedures, views, indexes and triggers. Ensures that the data elements are high performing and can accommodate the needs of the business logic and user interface modules. 5+ years of developing technologies on Microsoft SQL Server.

PCQA - QA Director

\$159

Responsible for creating, planning and directing the quality assurance effort of the project. Works with the client to determine the needs of the user base and anticipated demands on the system. Creates test harnesses (load and functionality) and staging environments for the project. Oversees the defect tracking and resolution process for the project. Involved in key areas of the QA process in a hands-on role. 7+ years of QA work as a team member, with the last 2 in a managerial role.

SCQA - Senior QA Engineer

\$126

Self-directed in planning, documenting and executing test cases based on direct interaction with software developers, analysts and end-users. Able to create automated tests (load and functionality) as necessary. Able to manually test a software application according to project test plans and test scenarios. Able to perform rigorous exploratory testing (heuristics-based attacks) with little or no direction. Carries out the testing of the application on both a unit and integration level. Reports defects found into the issue tracking system and re-tests as remedies are deployed. Also responsible for carrying out the load tests for the application. 5+ years in a QA role.

CCQA - QA Engineer

\$104

Carries out the testing of the application on both a unit and integration level. Reports defects found into the issue tracking system and re-tests as remedies are deployed. Also responsible for carrying out the load tests for the application. 3+ years in a QA role.

Neudesic Emergency Support Rate Schedule:

The Emergency Support Rate Schedule applies to each single Incident. Rates are applicable for each Emergency Response CONSULTANT called upon to provide Emergency Support for each Incident. Emergency Support Rate Schedule applies to all Emergency Response CONSULTANTS not already currently engaged by SOCCCD against existing contracts.

**HOURLY
RATE**

First 24 Hours of Emergency Support Request

\$450

During the first 24 hours after DISTRICT reports an Incident, each Emergency Response CONSULTANT will be billed at the hourly rate specified. A minimum of 8 hours will be billed at the hourly rate specified for each Emergency Response CONSULTANT.

Within 24-72 Hours of Emergency Support Request

\$350

After the first 24 hours and up to 72 hours of the Incident Report, rates for each Emergency Response CONSULTANT will be billed at the hourly rate specified.

Beyond 72 Hours of Emergency Support Request

Neudesic Audit Rate Schedule applies. Emergency Response CONSULTANT assigned to provide Emergency Support will be subject to Consultant availability.

V.

Unapproved Expenses.

DISTRICT shall not be liable to CONSULTANT for any unapproved costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT.

VI.

Independent Contractor/Subcontractor Status.

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

CONSULTANT has prime contractor responsibility; subcontractors may be used, but the

CONSULTANT shall accept full responsibility for subcontractors' performance. The CONSULTANT shall identify all subcontractors, and describe the type of contractual arrangement with all subcontractors. The CONSULTANT shall be responsible for meeting all terms and conditions of this AGREEMENT. The DISTRICT reserves the right to approve/disapprove all subcontractors. In the event the DISTRICT determines that an employee of CONSULTANT or a subcontractor hired by CONSULTANT is unqualified, unruly, or in any way endangering the project, CONSULTANT shall remove the employee/subcontractor at the request of the DISTRICT. This provision shall apply to all CONSULTANT's personnel including the Senior Project Manager.

VII. **Expenses.**

DISTRICT shall furnish, or reimburse CONSULTANT for DISTRICT approved expenses incurred for materials, equipment, supplies, travel and other items necessary to complete the services to be provided pursuant to this AGREEMENT. Reimbursement of expenses, including travel, will be subject to the DISTRICT's rules and procedures. CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

Project complexity may require team members to travel to and from India. In addition, offshore India resources may need to travel to the DISTRICT offices. The DISTRICT agrees to pay Travel Expenses. Travel expenses shall include airfare, hotel, meals, Visa application and shipping fees, and ground transportation costs for the team of SOCCCD and Neudesic employees. CONSULTANT will provide an estimate of schedule of charges prior to travel. If schedule of charges is approved by DISTRICT, the DISTRICT will be obligated to pay not to exceed approved schedule of charges.

VIII. **Originality Of Services.**

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

IX. **Copyright/Trademark/Patent.**

All originals and copies of the Work Product, as well as intermediate versions and working papers and all copyrights, trade secrets, know-how, patents, trademarks, and all other intellectual property rights in the Work Product and all inventions embodied therein

(collectively, the "Proprietary Rights") will be the exclusive property of DISTRICT and shall constitute trade secrets owned exclusively by DISTRICT. CONSULTANT hereby assigns and agrees to assign all Proprietary Rights to the DISTRICT, for no further consideration, and agrees to require all its employees, agents, and independent contractors to assign all Proprietary Rights to DISTRICT in a manner consistent with this AGREEMENT. CONSULTANT agrees to assist DISTRICT to register, enforce, and maintain any and all Proprietary Rights in any and all countries considered relevant by DISTRICT in its discretion. CONSULTANT agrees to execute and deliver all documents requested by DISTRICT in connection with such registration and enforcement, and to perfect any such rights in DISTRICT, its licensees, successors, and assigns. At no time, without the prior written consent of DISTRICT, will CONSULTANT use, copy, disclose to any third party, license, transfer, or otherwise exploit the Proprietary Rights. Further CONSULTANT will maintain the confidentiality of the fact that DISTRICT is pursuing development of the Work Product. CONSULTANT will use and maintain appropriate security measures to honor all of such obligations. CONSULTANT consents to the use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters produced under this AGREEMENT, for any purpose and in any medium.

X.

Warranty Of Conformity To Specifications.

CONSULTANT warrants that all Software Deliverables and Software Modules developed by CONSULTANT hereunder shall at the time of delivery conform to the specifications provided in this Agreement ("Specifications").

XI.

Mutual Termination.

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

DISTRICT or CONSULTANT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by either party; or (b) any act by either party exposing the other party to liability to others for personal injury or property damage; or (c) Either party is adjudged a bankrupt, if either party makes a general assignment for the benefit of creditors or a receiver is appointed on account of either party's insolvency. Written notice by either party shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by either party shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

The rights and remedies provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

XII.
Hold Harmless.

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

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

b. Any judgment or proceeding in which it is determined, or any settlement Contract arising out of the allegations, that CONSULTANT's furnishing or supplying DISTRICT with goods, components, programs, practices, or methods supplied by CONSULTANT under this AGREEMENT constitutes an infringement of any patent, copyright, trademark, trade name, trade secret or other proprietary or contractual right of any third party. The foregoing shall not apply unless DISTRICT has informed CONSULTANT as soon as practicable of the suit or action alleging such infringement. CONSULTANT shall not settle such suit or action without the consent of the DISTRICT. DISTRICT retains the right to participate in the defense against any such suit or action. The DISTRICT agrees to provide CONSULTANT with prompt notice of any such claims and to permit CONSULTANT to defend any claim or suit, and that it will cooperate fully in such defense.

XIII.
Insurance.

CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than July 30, 2007 CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured under said policy. Consultant agrees to maintain workers' compensation insurance as required under the laws of the state of California.

XIV.
Assignment.

This AGREEMENT and/or the obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned or otherwise transferred by the CONSULTANT, without the prior written consent of DISTRICT. Any attempt to make such an assignment without DISTRICT's prior written consent shall be void.

XV.

Compliance With Applicable Laws.

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

XVI.

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.

XVII.

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.

XVIII.

Entire Agreement/Amendment.

This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

XIX.

Equal Opportunity Employment.

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

XX.

Non Waiver.

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

XXI.
Notice.

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

DISTRICT:

South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: David Bugay

CONSULTANT:

Neudesic, LLC
8105 Irvine Center Dr., Suite 1200
Irvine, CA 92618
Attn: Legal Department

XXII.
Severability.

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

XXIII.
Governing Law.

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

XXIV.
Force Majeure.

Notwithstanding any other terms and conditions hereof, in the event that a Party is materially unable to perform any of its obligations hereunder because of severe weather, natural disasters, riots, wars, acts of terrorism, governmental action or other event of force majeure beyond such Party's control, then such Party shall, upon written notice to the other Party thereof, be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such Party shall at all times use its best efforts to resume such performance.

XXV.
Taxes.

CONSULTANT shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this AGREEMENT, and all applicable sales, use, excise, transportation, privilege,

occupational and other taxes applicable to furnish the work performance hereunder and shall save DISTRICT harmless from liability for any such contributions, premiums, and taxes for CONSULTANT employees and sub-contractors, if applicable.

XXVI.

Personnel Qualifications And Performance.

CONSULTANT shall furnish all personnel which may be required to perform the work outlined within this AGREEMENT. CONSULTANT is required to provide qualified personnel and maintain the skill and experience levels of personnel through the AGREEMENT term. All personnel assigned to this AGREEMENT shall be approved by the DISTRICT as specified in Section 1 herein.

XXVII.

Disputes.

In the event of any disputes or disagreement between the DISTRICT and CONSULTANT with respect to the interpretation of any provision of this AGREEMENT, or to the performance of the parties under this AGREEMENT, each party shall appoint a designated representative to meet, in good faith, to resolve the dispute or to negotiate an adjustment to any provision of this AGREEMENT within two weeks from the date of the communicated dispute. The representatives shall meet as often as the parties deem necessary in order to gather and exchange all applicable information with respect to the matter in issue which the parties believe appropriate to its resolution. No formal proceeding for the judicial resolution of any dispute or disagreement may be commenced until the representatives conclude in good faith that an amicable resolution of the matter in issue through continued negotiation does not appear likely.

XXVIII.

Attorneys' Fees And Interest

In any dispute between the Parties, whether or not resulting in litigation, the party substantially prevailing shall be entitled to recover from the other party all reasonable costs, including, without limitation, reasonable attorneys' fees. In addition, such prevailing party shall be entitled to interest at ten percent (10%) per year from the date any amount should have been paid until the date such amount is paid.

XXIX.

Records And Audit.

This AGREEMENT shall be subject to examination and audit for a period of one (1) year after final payment under this AGREEMENT. The examination and audit shall be confined to those matters connected with the performance of the AGREEMENT, including, but not limited to, the costs of administering the AGREEMENT. CONSULTANT shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be included in the performance of this AGREEMENT. CONSULTANT shall preserve and make available records to the DISTRICT and/or other representative agencies having a pecuniary or other bona fide interest in the AGREEMENT including designees of the interested parties for a

period of one (1) year from the date of expiration on this AGREEMENT or until released in writing from this obligation by the DISTRICT.

XXX.
Conflicts Of Interest.

CONSULTANT shall not hire any officer or employee of DISTRICT to perform any service covered by this AGREEMENT. CONSULTANT affirms to the best of their knowledge that there exists no actual or potential conflict between CONSULTANT's family, business, or financial interest and the services provided under this AGREEMENT. In the event of change in either private interests or service under this AGREEMENT, any question regarding possible conflict of interest which may arise as a result of such change shall be raised with the DISTRICT.

Security Of Existing District Information.

To preserve the security of campus automated information systems and confidentiality of data pertaining to students, faculty and staff, CONSULTANT and any subcontractors must exercise appropriate and adequate security precautions for such data and systems design information that is made available for the performance of this Agreement.

XXXI.
Compliance With Statutes And Regulations.

CONSULTANT warrants and certifies that in the performance of this AGREEMENT, it shall comply with all applicable statutes, rules and regulations and orders, including laws and regulations pertaining to labor, wages, hours and other conditions of employment, and applicable price ceilings, if any. Failure of the DISTRICT to insist on the strict performance of the terms, conditions, and agreements herein contained or any of them shall not constitute or be construed as a waiver or relinquishment of the DISTRICT's right thereafter to enforce strict compliance with any such terms, agreements or conditions, but the same shall continue in full force and effect.

XXXII.
Limitation of Liability.

Under no circumstances will CONSULTANT have any liability for any claim arising from or relating to this Agreement in excess of the amount paid to CONSULTANT by DISTRICT pursuant to this Agreement or received by CONSULTANT under any insurance policy required to be maintained herein. **NEITHER PARTY SHALL HAVE ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING LOSS OF PROFIT AND BUSINESS OPPORTUNITIES) REGARDLESS OF WHETHER THE PARTY HAS BEEN ADVISED OF, OR IS AWARE OF, THE POSSIBILITY OF SUCH DAMAGES.**

THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, 2010.

South Orange County Community College District Neudesic, LLC

By: _____
Signature

By: _____
Signature

David Bugay/ Acting Vice Chancellor,
Business Services

Typed Name/Title

Social Security or Taxpayer
Identification Number

EXHIBIT A

Definitions of SIS Production Modules and Emergency Support Requests, Catastrophic Events, standards and practices for identifying and resolving billings rate schedules for SIS Production Modules updates as a result of Audits, SIS Production Modules defects and timelines required for CONSULTANT to complete updates and correct defects identified as CONSULTANT's obligation.

The major intents of EXHIBIT A are:

1. To define SIS Production Modules covered by this agreement.
2. To define the SIS Emergency Support Service Level Agreement (SLA). The SLA includes timelines and acceptable levels of responsiveness by CONSULTANT for Emergency Support Requests and to correct Catastrophic Events with SIS Production Modules.
3. To define Catastrophic Events covered by this agreement.
4. To define System Audits and provide schedule guidelines covered by this agreement.

EXHIBIT A applies only when all of the following criteria are true:

- Software components and systems were designed, programmed and implemented by CONSULTANT pursuant to this AGREEMENT.
- Defect in software is not explained by or caused by the requirements, business rules or design guidance provided to CONSULTANT by DISTRICT.
- Both DISTRICT and CONSULTANT agree that the identified Catastrophic Event meets the criteria stated herein for a “CATASTROPHIC EVENT”.

Definitions and Examples

1. **SIS Production Modules** referred to within this contract include:

- a. Web Registration
- b. Core Records
- c. Student Accounts
- d. DSPS
- e. Data Warehouse Phase 1 and 2
- f. Grade Collection
- g. Transcript Processing
- h. Awards Management System
- i. Class Schedule
- j. Instructional Staffing
- k. Counseling and Matriculation
- l. Application & Admission

2. **SLA**. Timelines and Acceptable Levels of Responsiveness for emergency Support Requests.

- a. Emergency Support may be requested by the DISTRICT at any time during the contract period. Emergency Support may be requested as a result of a Catastrophic Event.
- b. DISTRICT requests Emergency Support or reports a SIS Production Module Catastrophic Event to Emergency Response CONSULTANT.

- c. DISTRICT will present the necessary information to CONSULTANT to assist in evaluating the Catastrophic Event for EXHIBIT A consideration. For the purposes of repairing any identified Emergency Support defect, CONSULTANT and DISTRICT will proceed with the escalated repair processes without waiting for billing resolution decisions, and CONSULTANT will respond to reported Emergency Support Request within the timeliness defined this SLA.
 - d. Emergency Response CONSULTANT acknowledges and begins investigation **within 4 hours of Emergency Support Request.**
 - e. Unless issue has been resolved, Emergency Response CONSULTANT must be onsite at DISTRICT **within 24 hours of Emergency Support Request.**
 - f. Emergency Response CONSULTANT are limited to Neudesic Principal (PCDEV) and Architect (ACDEV) level consultants with appropriate expertise or any mutually agreed upon CONSULTANT staff.
 - g. Upon investigation and root cause determination, resolution of any issues determined to be attributable to Hardware, SIS Third Party providers, and any non-Consultant related deliverable or component are NOT covered by SIS Emergency Support SLA.
 - h. **Timely Resolution.** CONSULTANT shall either resolve the affected defect within five (5) business days from Emergency Support Request, or (in the event that said defect cannot be repaired in that time) provide a written justification for delay and advise DISTRICT of alternative measures that CONSULTANT and/or DISTRICT can take in a more timely manner. If CONSULTANT fails to provide a resolution or an alternative measure within this time window, CONSULTANT will discount contracted bill rate to 20% for any efforts expended by CONSULTANT in connection with resolving the affected defect.
3. **CATASTROPHIC EVENT** shall mean the single event or moment in time when SIS Production Module(s) are rendered ineffective and vitally impairs ability for DISTRICT to meet its operational mission as it relates to the intended purpose of said software, and whereupon such flaw is not explained by or caused by the requirements, business rules or design guidance provided to CONSULTANT by DISTRICT. Examples of Catastrophic Events include:
- a. Inability of students to complete Web Registration within a reasonable period due to SIS Production Module system failure.
 - b. Inability of DISTRICT personnel to conduct operational activities due to SIS Production Modules system failure
 - c. Other SIS Production Module system failures deemed as a Catastrophic Event by both DISTRICT and CONSULTANT
4. System Audits are regularly scheduled activities that gauge the overall health of SIS Production Modules and are intended to avert the occurrence of Catastrophic Events. Activities are limited to the identification of any potential vulnerabilities, analysis and possible recommendations. System Audits does not include corrective actions.
- a. System Audits shall be conducted 2-4 weeks prior to each Registration Period.

The DISTRICT Academic Calendar defines the Priority Registration Date as the start of the Registration Period for every term (Fall, Summer and Spring). SIS System Audits are scheduled for:

- i. Last 2 Weeks of April in preparation for the Summer Term Registration Period
 - ii. Last 2 Weeks of June in preparation for the Fall Term Registration Period
 - iii. Last 2 Weeks of October in preparation for the Spring Term Registration Period
- b. DISTRICT shall notify CONSULTANT of a System Audit request at least 1 month prior to System Audit start date. Upon notification of the System Audit request, CONSULTANT shall provide guidelines to the DISTRICT of any audit preparatory activities required of the DISTRICT. Preparatory activities may include, but is not limited to: creation and/or updates of audit scripts; documentation of relevant SIS application and infrastructure updates; provision of accessibility requirements; and the like. DISTRICT may request to engage CONSULTANT services in the preparatory activities.
 - c. System Audits are optional. The DISTRICT can opt to forego a scheduled System Audit. DISTRICT shall notify CONSULTANT of decision to forego System Audit 1 month prior to scheduled System Audit start date.
 - d. System Audit results are to be delivered to the DISTRICT. Any recommendations based on Audit results are subject to DISTRICT review and prioritization.
 - e. Updates to the SIS Production Modules in support of and as a result of System Audits CONSULTANTS engaged specifically for System Audits are covered under this contract.

Billing Effects

For any defects that are escalated as described herein and are mutually disposed by DISTRICT and CONSULTANT to meet the criteria described herein, and only if CONSULTANT fails to provided a timely response, the following billing ramifications will take effect:

- CONSULTANT will discount the contracted hourly billing rate by 20% for any efforts expended by CONSULTANT in connection with resolving the affected defect, commencing from the date that CONSULTANT received notification from DISTRICT of the Defect Escalation.

- CONSULTANT will provide to DISTRICT a report of time spent by CONSULTANT in connection with resolving the affected defect.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Policy Revision: BP 1400 Code of Ethics for Members of the Board of Trustees, BP 3450 Traffic and Parking Regulations, BP 4009 Drivers for College-Sponsored Activities, BP 4201.3 Re-Employment of Classified Personnel, BP 4203 Sick Leave for Educational Administrators and Classified Management Personnel, BP 5627 Student Participation in Governance and BP 6122 Challenge of Adopted Instructional Materials

ACTION: 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

Seven board policies are presented to the board for "Approval." The new language and amendments to the board policies were reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Cabinet on October 14, 2010, for review and recommendation to the Chancellor and presented to the Board of Trustees for review and study at the October 25, 2010 board meeting and for Discussion/Approval at the November 17, 2010 board meeting.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for approval the board policies, as shown in EXHIBIT A through G.

BOARD POLICY

1400

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

COMMUNITY
RELATIONS

CODE OF ETHICS/ FOR MEMBERS OF THE BOARD OF TRUSTEES STANDARDS OF PRACTICE

PREFACE

As a board member, I am a member of a select group of people, chosen by the citizens of the South Orange County Community College District to perform a vital service. I, as a member of the board, have been granted a position of "trusteeship" over the colleges and the District. I have an obligation to fulfill this trust to the best of my ability. To become a capable and successful board member, I must be willing to devote many hours to serving as trustee, attend board meetings, college functions, conferences and workshops, and study issues and problems demanding thoughtful consideration and decision-making.

To This End, I Pledge My Best Efforts To:

1. Exhibit good citizenship in community,- state, and national affairs;
2. Accept the legal and ethical commitments and responsibilities of the colleges to residents of the district, to the staff, to the taxpayers and, most importantly, to the students I serve;
3. Dedicate myself to the highest ideals of honor, honesty, and integrity in all public and personal relationships;
4. Recognize that board members work with fellow board members and that decisions can be made only by a majority vote of the board at a duly convened meeting;
5. Render all decisions regarding the issues at hand based on the available facts and my independent judgments and to refuse to surrender that judgment to individuals or special interest groups;
6. Make responsive decisions to meet the needs of citizens considering their geographic distribution and the cultural and economic makeup of the community;
7. Encourage the free expression of opinion by all board members and to seek systematic communications between the board and students, staff and all elements of the community;
8. Abide by majority decisions of the board, while retaining the right to seek changes in decisions through ethical and constructive channels;

CODE OF ETHICS FOR MEMBERS OF THE
GOVERNING BOARD

BP-1400

9. Keep confidential all information and discussions whenever conducted during closed sessions of the board;
10. Bring direct and indirect credit to the colleges through personal effort — in business, social, professional and personal relationships;
11. Avoid any conflict of interest or the appearance of impropriety that could result because of my position, and avoid intentionally using my board membership for personal gain or personal prestige;
12. Bring to the attention of the Chancellor and fellow board members any existing conflict of interest or impediment to service;
13. Fulfill the responsibilities of my office without regard to prejudice, provinciality, partisanship or animosity;
14. Recognize that I share responsibilities as a major employer and my actions will affect the capacity of many people to practice the profession or trade in which they have so much personal investment;
15. Work with other board members to establish and implement effective board policies and to delegate authority for the administration of the District to the Chancellor;
16. Demonstrate respect for the Chancellor, Board President, and all fellow board members at board meetings and at District as well as community events;
17. Dedicate myself and my efforts to the principle that my country can advance only by maintaining the constitutional rights that provide for the education of its people and the preservation of their ability to solve the problems of society.

Reference:

Accreditation Standard IV.B.1.a.e.h.

Adopted: 9-26-77
Revised: 3-07-88
Revised: 4-26-99
Revised: 9-29-03
Revised:

BOARD POLICY
SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

3450
BUSINESS

TRAFFIC AND PARKING REGULATIONS

Traffic and parking regulations are developed at the college level, recommended by the Chancellor, approved by the Board of Trustees, and ~~published in the catalog and other appropriate publications.~~ made available through publications and college websites. These regulations will be relatively consistent on all campuses to accommodate those students attending classes at more than one location.

The Board of Trustees authorizes the Department of Safety and Security to issue traffic and parking citations within the boundaries of District properties.

Reference:

California Education Code Section 76360
Vehicle Code Section 21113

Adopted: 3-28-77	Revised: 5-23-88
Revised: 8-28-78	Revised: 11-14-94
Revised: 2-13-79	Revised: 4-26-99
Revised: 6-09-80	Revised: 9-29-03
Revised: 10-21-80	<u>Revised:</u>

BOARD POLICY
SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

***4009**
PERSONNEL

~~DRIVERS FOR COLLEGE SPONSORED ACTIVITIES~~

DELETED:

Please remove from Board Policy Manual and include in Administrative Regulations Manual.
AR-4009

~~The following rules and regulations shall apply concerning transporting students to college-sponsored activities, including field trips:~~

- ~~1. A district or commercial vehicle shall be given first consideration.~~
- ~~2. Within budget limitations the use of full time employees of the district as drivers of district vehicles is encouraged.~~
- ~~3. If necessary, adult members of the community or college students who are at least eighteen (18) years of age may be allowed to drive district or private vehicles.~~
- ~~4. If private vehicles are used, their owners shall also be reimbursed at the current rate of reimbursement allowed by the Internal Revenue Service (adjusted annually by the Board of Trustees January 1).~~
- ~~5. All private vehicles shall carry public liability insurance of not less than \$50,000/\$100,000 and property damage insurance of not less than \$25,000.~~
- ~~6. Prior to an approved trip, drivers who are employed on an hourly basis shall be investigated by the district's insurance carrier to determine whether or not they are classified as safe drivers.~~
- ~~7. All drivers shall be properly licensed. (Note: Vehicles designed to seat ten (10) or more passengers, including the driver, require the driver to have a Class 2 driver's license.)~~
- ~~8. Final approval of drivers shall be the responsibility of the appropriate college president or an appointed designee.~~

~~*Affected by Academic Employee Master Agreement, Article XXIII~~

Adopted: 4-13-70
Revised: 10-08-73
Revised: 4-10-89
Revised: 2-28-94
Revised: 12-04-95
Technical Update: 4-26-99
Revised:

~~9. All drivers shall be subject to any applicable provisions of the Federal Omnibus Transportation Employee Testing Act.~~

~~*Affected by Academic Employee Master Agreement, Article XXIII~~

Adopted: 4-13-70

Revised: 10-08-73

Revised: 4-10-89

Revised: 2-28-94

Revised: 12-04-95

Technical Update: 4-26-99

Revised:

BOARD POLICY
SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

4201.3
PERSONNEL

RE-EMPLOYMENT OF CLASSIFIED PERSONNEL

At the discretion of the Board of Trustees, any permanent classified employee whose employment is terminated after submitting a written resignation and who is separated in good standing may be returned to the same position or to a similar position to that formerly held without further competitive examination within thirty-nine (39) months after the employee's last date of paid employment. If the employee is rehired, the district shall disregard the break in service and restore all the rights, benefits, and ~~burdens-responsibilities~~ of a permanent employee, except ~~for the provisions applicable to classified bargaining and non-bargaining unit employees~~ that the employee's seniority date will be the date of rehire.

When an employee is re-employed thirty-nine (39) or more months after the last day of the previous service, the employee shall be considered a new employee and the regulations that govern new employees to the district shall apply.

Under this policy the employee's re-employment shall be discretionary and include the Chancellor's recommendation in addition to the board's approval.

Adopted: 9-29-69
Revised: 2-28-77
Revised: 4-10-89
Technical Update: 4-26-99
Revised:

BOARD POLICY

4203

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

PERSONNEL

SICK LEAVE FOR EDUCATIONAL ADMINISTRATORS AND CLASSIFIED LEADERSHIP-MANAGEMENT PERSONNEL

Employees who are not members of a collective bargaining unit shall be entitled to a leave of absence for personal illness or injury with full salary at the rate of one (1) day for each month served. Credit for a leave of absence need not be accrued prior to the taking of such leave by the employee. The leave of absence may be taken at any time during the year. However, a new Educational Administrator/ Classified ~~Leadership-Management~~ employee of the district shall not be eligible to take more than six (6) days or the proportionate amount to which the employee may be entitled under Education Code Section 88191 until the first day of the calendar month after the completion of six (6) months of service with the district. Sick leave that is not used during any fiscal year shall be allowed to accumulate from year to year. ~~(Calif. Ed. Code, Section 88191).~~

~~Additional sick leave for non-industrial accident or illness shall be granted as provided in the employee handbook for Educational Administrators and Classified Leadership employees.~~

Reference:

California Education Code, Section 88191

Adopted: 9-29-69
Revised: 7-10-73
Revised: 4-10-89
Technical Update: 4-26-99
Revised:

BOARD POLICY

5627

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

STUDENT PARTICIPATION IN GOVERNANCE

The Associated Students of the colleges of the South Orange County Community College District shall be given an opportunity to participate in the formulation and development of district policies and ~~procedures-regulations~~ that have a significant effect on students, as defined by law (Title 5, Calif. Code of Regulations, Section 51023.7 and Calif. Ed. Code, Section 70902[b][7]). The selection of student representatives to serve on SOCCCD committees or task forces shall be made after consultation with the Associated Student Governments of the respective colleges. The opinions and recommendations of the students will be given every reasonable consideration.

Except for emergency situations, the Board of Trustees shall not take any action on matters subject to this policy until the designated student groups have been provided the opportunity to participate.

~~Nothing in this policy will be construed to interfere with the formation or administration of employee organizations or with the exercise of rights guaranteed under the Education Employment Relations Act, Government Code, Section 3540, et seq.~~

~~Nothing in this policy shall be construed to cause changes in current practices of student participation in the formulation and development of SOCCCD policies and procedures.~~

Reference:

Title 5, California Education Code of Regulations, Section 51023.7;
California Education C, Section 70902[b][7]

Adopted: 12-11-00

Revised:

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

*6122

INSTRUCTION

CHALLENGE OF ADOPTED INSTRUCTIONAL MATERIALS

~~The selection of instructional materials is the professional responsibility of faculty members and administrators of the colleges with the approval of the Board of Trustees. The district guarantees academic freedom and encourages the faculty to exercise this right in the selection of instructional materials. Opportunities are provided for objective examination of all adopted instructional materials, and review procedures are available at the colleges in the Office of the Vice President of Instruction (Calif. Ed. Code, Section 70902).~~

DELETED: Removed from Board Policy Manual

*Affected by Academic Employee Master Agreement, Article XXIII

Adopted: 2-14-77

Revised: 7-17-89

Revised: 2-28-94

Technical Update: 4-26-99

Deleted:

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Policy Revision: BP-4306-Calendar, BP-4420-Enrollment Fee Reimbursement for Employees, BP-5618-Credit by Examination-Specific Course Credit, BP-5800-Prevention of Identity Theft in Student Financial Transactions, BP-5620-College Level Examination Program (CLEP), BP-6170-Counseling, BP-6180-Career and Technical Educational Program Advisory Committees, BP-5621-English Equivalency Examination

ACTION: Acceptance for Review and Study

BACKGROUND

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and be in compliance with current laws and regulations.

STATUS

Eight board policies are presented to the board for "Review and Study." The new language and amendments to the board policies were reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Cabinet on November 24, 2010 for review and recommendation to the Chancellor.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the board policies, as shown in EXHIBITS A through H.

BOARD POLICY

4306

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

PERSONNEL

CALENDAR

The Board of Trustees will annually adopt a calendar(s) for each college for the academic year.

~~The school week at South Orange County Community College District is defined as follows:~~

~~Regular: 7:30 a.m. to 4:30 p.m., Monday through Friday
Extended Day: 4:30 p.m. to 10:30 p.m., Monday through Friday
Weekend College: 7:30 a.m. to 10:30 p.m., Friday, and
7:30 a.m. to 2:00 p.m., Saturday~~

The following days are recognized as holidays by the Board of Trustees:

- Independence Day
- Labor Day
- * Admission Day
- Veterans' Day
- Thanksgiving Days
- Winter Recess
- New Year's Day
- Martin Luther King, Jr. Day
- Lincoln's Day
- Presidents' Day
- Friday of Spring Break
- Memorial Day

* Authorized state holiday, which may be designated on a non-instructional day in lieu of September 9 (Calif. Ed. Code, Section 88205.5).

Adopted: 12-09-85
Revised: 4-10-89
Technical Update: 4-26-99

BOARD POLICY

4420

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

PERSONNEL

ENROLLMENT FEE REIMBURSEMENT FOR EMPLOYEES

Eligible full time permanent employees of the South Orange County Community College District may receive reimbursement for enrollment fees paid to attend District courses. Enrollment fee reimbursement is intended to provide employees with the opportunity to continue their education and improve their skills.

The ~~Chancellor~~ District shall establish regulations implementing this Policy.

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

5618

STUDENTS

CREDIT BY EXAMINATION - SPECIFIC COURSE CREDIT

A student may qualify for credit by examination for courses in the current South Orange County Community College District catalog for which he/she appears to be reasonably qualified by training or experience, and for which he/she has not received previous high school or college credit, attempted credit by examination, or even enrolled. However, the course in which the student seeks credit by examination should be one in which the course content can be tested by examination, in the opinion of the department and of the instructor assigned. A student may not receive credit by examination for any course which is a prerequisite to one for which credit has been received. Inasmuch as a minimum 2.0 grade point average in at least twelve units completed at Irvine Valley College and Saddleback College is required to enroll in credit by examination, units earned through credit by examination shall not be counted in determining the 12 units required in residence for graduation.

Reference:

Title 5, Calif. Code of Regulations, Section 55753

The following became AR 5618 and moved into the AR manual.

~~The procedures for securing permission to obtain Credit by Examination for a course are as follows:~~

- ~~1. The student obtains a Credit by Examination petition form from the Office of Admissions and Records. Eligibility will be determined by the Dean of Admissions and Records.~~
- ~~2. The student contacts an instructor who teaches the course for which Credit by Examination is requested. If it is the judgment of that instructor that the course content can be tested by examination, and that the student possesses sufficient background, previous training and/or skill to attempt the examination, the instructor signs the form.~~
- ~~3. The student, following policies and procedures developed within the department, obtains the signature of the division/school administrator.~~
- ~~4. Following division/school endorsement, the request is forwarded to the Vice President of Instruction for signature.~~

Revised: 5-15-89

Technical Update: 4-26-99

Revised:

- ~~5. The initiating instructor prepares, administers and grades the examination.~~
- ~~6. A grade of credit (Cr) or no credit (NCr) will be assigned and the course will be identified as "Credit by Examination" on the transcript.~~

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

5800
STUDENTS

PREVENTION OF IDENTITY THEFT IN STUDENT FINANCIAL TRANSACTIONS

Because the District serves as a creditor in relation to its students, the Chancellor or his/her designee, will develop procedures to implement an Identity Theft Prevention Program (ITPP) to control reasonably foreseeable risk to students from identity theft.

The District is required to provide for the identification, detection, and response to patterns, practices, or specific activities ("Red Flags") that could indicate identity theft of students.

Reference:

Fair and Accurate Credit Transactions Act, (Pub.L. 108-159)

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

5620
STUDENTS

COLLEGE LEVEL EXAMINATION PROGRAM (CLEP)

~~South Orange County Community College District recognizes the College Level Examination Program (CLEP) in accordance with the following:~~

~~General Examinations: A student, by successfully completing the General Examination (25th percentile or higher), may earn up to 12 upgraded units applicable to the Associate in Arts degree as follows (Title 5, Calif. Code of Regulations, Section 55753):~~

~~English Composition ————— No credit, contact Humanities and Languages regarding use of CLEP scores for placement in English Composition.~~

~~Humanities ————— Humanities~~

~~Mathematics ————— Mathematics~~

~~Social Science ————— Social Science (Group 2)~~

~~Natural Science ————— Natural Science (non-laboratory)~~

~~No credit will be given for CLEP in any area in which the student has earned college credit prior to completion of the CLEP examination.~~

~~Subject Examination: Each academic division of a college may recognize Subject Examinations if a single examination measures the competency expected by the successful completion of a specific South Orange County Community College District course. Generally, however, specific course credit by examination will be attained through the Credit by Examination — Specific Course Credit policy.~~

~~Credit is awarded upon completion of one semester in the South Orange County Community College District. Additional information regarding the College Level Examination Program may be obtained in the Counseling Office.~~

~~Credit granted on the basis of CLEP does not necessarily transfer to other colleges. Students planning to use CLEP credit for college transfer purposes will need to consult the transfer institution regarding its policy pertaining to the CLEP program.~~

~~CLEP scores will not be used for general education certification for the California State Colleges and Universities.~~

Specific credit for completion of College Level Examination Program (CLEP) examinations can be found in the Saddleback College and Irvine Valley College catalogs. Any credit awarded does not necessarily transfer to other colleges. Students seeking to use CLEP credit for college transfer purposes will need to consult the transfer institution regarding its policy pertaining to CLEP.

No credit will be given to CLEP in any area in which the student has earned college credit prior to completion of CLEP examinations. Credit is awarded upon completion of one semester in the South Orange County Community College District. Additional information regarding the College Level Examination Program may be obtained in the counseling offices at Irvine Valley and Saddleback Colleges.

BOARD POLICY

6170

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

INSTRUCTION

COUNSELING

~~Counseling programs in the South Orange County Community College District shall be offered under the direction of the SOCCCD Board of Trustees.~~ Counseling services are an essential part of the educational mission of the District. The Board of Trustees shall approve regulations and procedures consistent with Title 5, California Code of Regulations, and the California Education Code.

The counseling programs shall be offered to all prospective and current students and shall include, but not be limited to the following:

1. Academic counseling
2. Career counseling
3. Personal counseling
4. Coordination with services provided for students with special needs.

~~(California Education Code, Sections 66700, 70901, and 72620; Title 5, California Code of Regulations, Section 51018)~~

Reference:

Title 5, Section 51018

California Education Code 66700 and 72620

BOARD POLICY

5621

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

ENGLISH EQUIVALENCY EXAMINATION

~~Students who pass the State University English Equivalency Examination are awarded 3 semester units of English Composition and 3 semester units of English Literature upon completion of one semester in residence (Title 5, Calif. Code of Regulations, Section 55753).~~

DELETE

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**ITEM: 6.6
DATE: 12/06/10**

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Academic Personnel Actions – Regular Items
ACTION: Approval/Ratification

BACKGROUND

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

Those academic personnel actions shown in Exhibit A, Exhibit B and Exhibit C 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 Exhibit A, Exhibit B and Exhibit C.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. ADMINISTRATIVE EMPLOYMENT (Ratified – Pursuant to Board Policy 4002.1)

- a. WERLE, KATHLEEN, is to be employed as Dean, Academic Programs, Student Learning and Research, Pos #4289, Academic Administrator Salary Range II, Step 2, Office of Instruction, Irvine Valley College, effective January 3, 2011. This position was approved by the Board of Trustees on August 4, 2010. (Exhibit B, Attachment 1)

2. 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>
Richard Dahlin	MA/Education	Marine Sci. Tech/SC	II/6	01/10/2011
Robert Dees	MA/English	English/SC	II/6	01/10/2011
Edwards, Paula	MBA/Finance	Accounting/SC	II/6	01/10/2011
Renato Izquieta	JD/Law	Paralegal/IVC	V/6	01/10/2011
McDonald, Melissa	MS/TESOL	ESL/SC	II/6	01/10/2011
Nowack, Joshua	MBA/Management	Accounting/SC	II/6	01/10/2011
Yancey, Lisa	BS/Home Economics	Fashion/SC	I/6	01/10/2011

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>
Sagawa, Kyoko	MA/Sociology	Japanese/IVC	II/6	01/10/2011

Equivalency is based upon a Bachelor of Arts degree in English from Kobe College in Nishinomiya, Japan, and a Master of Arts degree in Sociology from University of California, Riverside. For the past nine years, Ms. Sagawa has been a lecturer/instructor of Japanese at University of California, Riverside. Prior to becoming a lecturer and while studying for her Master's degree, Ms. Sagawa was a teacher's assistant at University of California, Riverside.

A. NEW PERSONNEL APPOINTMENTS - Continued

3. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4002.1)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Patel, Ashish	BS/Clinical Lab. Sci.	Phlebotomy/SC	I/6	11/02/2010

B. CHANGE IN ADMINISTRATIVE POSITION TITLE

1. PEEBLES, RANDY, ID #16608, Provost (ATEP), Pos #2559, Office of the Chancellor, District, is to be given a change in title only to Associate Vice Chancellor of Economic Development, Office of the Chancellor, District. This is a title change only.

C. CHANGE OF STATUS

1. ¹KELLY, WILLIAM, ID #1233, Acting Educational Program Director, District, Academic Administrator Salary Category I, Step 6, 16 hours per week, has been given a temporary change in assignment to Acting Dean, Pos #2301, School of Mathematics, Computer Sciences and Engineering, Irvine Valley College, effective November 15, 2010.

D. ADMINISTRATOR CONTRACT EXTENSION

1. The following South Orange County Community College District Administrators are to receive the specified contract extension, effective July 1, 2011.

<u>Administrator</u>	<u>Assignment</u>	<u>Salary Placement</u>	<u>Contract Term/Yr.</u>
Bender, Gretchen	Director, Planning, Research/Grants/SC	I/3	06/30/2014
Chuman, Jerilyn	Dean, Counseling Svcs/Special Programs/SC	II/6	06/30/2014
Cifone, Rocco	Dean, Business Sci/Economic/Wkforce Dev/SC	II/6	06/30/2014
Flanigan-Chapin, P.	Dean, Social/Behavioral Sciences/SC	II/6	06/30/2014
Gatewood, David	Dean, Career Tech Ed/Workforce Dev/IVC	II/5	06/30/2014
O'Connor, Kevin	Dean, Liberal Arts/Learning Resources/SC	II/6	06/30/2014
Rane-Szostak, Donna	Dean, Health Sciences & Student Svcs/SC	II/3	06/30/2014
Rice, Tamera	Asst. Dean, Health Sciences/Human Svc./SC	I/6	06/30/2014
Roquemore, Glenn	College President/IVC	IV/6	06/30/2014
Taylor, Don	Dean, Advanced Tech/Applied Science/SC	II/6	06/30/2014
Wright, James	Dean, Mathematics, Sciences/Engineering/SC	II/6	06/30/2014

E. 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 2010/2011 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount</u>	<u>Effective Date</u>
Even, Ryan	Chair, Photography/SC	\$ 1,450.00	08/23/10-12/20/10
Even, Ryan	Chair, Photography/SC	1,376.00	01/08/11-05/20/11

¹ SOCCCD STRS Retiree

F. 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 2010/2011 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount</u>	<u>Effective Date</u>
Chatkupt, Terry	Mentor TPP Program/IVC	\$ 500.00	10/23/10-12/11/10
Evans, Julie	Co-Coordinator, Diag/Basic Sk/IVC	1,250.00	01/04/11-05/20/11
Freemel, Deborah	Consultant, Gerontology/Perkins/SC	1,000.00	01/10/11-05/19/11
Goodman, Richard	Lecturer/Guest Speaker/TPP/IVC	100.00	11/30/10-11/30/10
Haeri, Melanie	Co-Coordinator, Diag/Basic Sk/IVC	1,250.00	01/04/11-05/20/11
Hagen, Gerard	Jazz Combo Evals/Foundation/SC	35.00	10/13/10-10/13/10
Johnson, Paul	Jazz Combo Evals/Foundation/SC	35.00	10/13/10-10/13/10
King, Donna	Mentor TPP Program/IVC	500.00	10/23/10-12/11/10
Lagatta, Jill	BSI Activity/SC	413.04	08/23/10-12/19/10
Lulich, Benjamin	Perform Concert Hour Event/SC	200.00	11/11/10-11/11/10
Massaro, Dixie	Lecturer/Guest Speaker/TPP/IVC	100.00	11/16/10-11/16/10
Mathur, Roopa	Lecturer/Guest Speaker/TPP/IVC	100.00	12/07/10-12/07/10
Melendez, Robert	Coordinator, Proj. Start/Basic Sk./IVC	1,721.00	01/04/11-05/20/11
Meyer, Clifford	Mentor Practicum Section/TPP/IVC	500.00	10/23/10-12/11/10
Meyer, Kurt	Co-Coordinator, Diag/Basic Sk/IVC	1,250.00	01/04/11-05/20/11
Pinter, Gerald	Conduct Clinic/Combo Eval/Found/SC	150.00	10/06/10-10/13/10
Rosenn, Tristen	Jazz Combo Evals./Foundation/SC	35.00	10/13/10-10/13/10
Rudmann, Jerald	Lecturer/Guest Speaker/TPP/IVC	100.00	11/09/10-11/09/10
Rybold, Gary	Lecturer/Guest Speaker/TPP/IVC	100.00	10/26/10-10/26/10
Skaff, Penelope	Chair, No-F Probation Workshop/SC	3,305.00	08/23/10-12/19/10
Stuffler, Martha	Lecturer/Guest Speaker/TPP/IVC	100.00	11/02/10-11/02/10

G. LEAVE OF ABSENCE

1. THARPE, SCOTT, ID #14994, Medical Laboratory Technician and Phlebotomy Instructor, Pos #3812, Academic Faculty Salary Column I, Step 13, Division of Health Sciences and Human Services, Saddleback College is on administrative leave of absence with pay and benefits, effective October 26, 2010.
2. WASSMANN, CAROL, ID #8335, Librarian, Pos #2993, Academic Faculty Salary Column IV, Step 14, School of Library Services, Irvine Valley College is on administrative leave of absence with pay and benefits, effective November 16, 2010.

H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. GRUBB, RUTH, ID #17598, Emergency Medical Technician Instructor, Pos #1694, Academic Faculty Salary Column I, Step 11, Division of Health Sciences and Human Services, Saddleback College, resignation effective December 20, 2010. (Probationary Start date: August 16, 2010)
2. THARPE, SCOTT, ID #14994, Medical Laboratory Technician and Phlebotomy Instructor, Pos #3812, Academic Faculty Salary Column I, Step 13, Division of Health Sciences and Human Services, Saddleback College, resignation effective December 31, 2010. (Probationary Start date: August 18, 2008)

I. CHANGE ON ACADEMIC ADMINISTRATOR SALARY SCHEDULE

1. DISTRICT, Office of the Chancellor seeks authorization to change the title only from Provost to Associate Vice Chancellor of Economic Development on the Academic Administrator Salary Schedule, (Exhibit C, Attachment 1)

ATTACHMENT 1

NAME: KATHLEEN WERLE

POSITION: Dean, Academic Programs, Student Learning and Research
Irvine Valley College

EDUCATION:

PH.D. Gerontology
University of Southern California
Los Angeles, CA

M.S.N. Nursing Administration
California State University
Los Angeles, CA

B.S.N. Nursing
California State University
San Bernardino, CA

EXPERIENCE:

Dr. Kathleen Werle has twenty-eight years of experience in the community college system. Seventeen years have been as an administrator and eleven years as a nursing instructor. For the past year, she has been serving as Vice President of Instruction at San Diego Miramar College. Prior to this position, Dr. Werle served as Dean of Applied Science, Technology and Physical Education at San Jose/Evergreen Community College District for eight years and as Dean of Applied Arts and Sciences for five years. Additionally, she served as Assistant Director and Department Chair at Victor Valley College for four years. Dr. Werle worked also as Associate Coordinator of the Statewide Nursing Program at California State University, Dominguez Hills, for six years and as a Nursing Supervisor at St. Bernardine Medical Center, San Bernardino, for eleven years. As faculty, she was a Lecturer, Statewide Nursing Program, at California State University, Dominguez Hills, for 1989 through 1995; a tenured faculty at Victor Valley College, Victorville from 1984 through 1991; and an Instructor at San Bernardino Valley College in 1984. From 1996 through 2010, Dr. Werle has been a grant writer/administrator for eight grants and co-grant writer for six grants.

CREDENTIALS:

- Lifetime Community College Teaching Credential in Nursing and Allied Health
- California Registered Nurse License
- Public Health Nurse Certificate

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ACADEMIC ADMINISTRATIVE SALARY SCHEDULE

2010-2011

ANNUAL

POSITION	STEPS	Range					
		1	2	3	4	5	6
Assistant Dean/ Director	I	116,555	121,217	126,067	131,109	136,354	141,807
Dean/ Director	II	133,866	139,220	144,790	150,580	156,604	162,868
Vice President/ Associate Vice Chancellor/ Director	III	151,175	157,224	163,512	170,053	176,854	183,930
President/ Vice Chancellor	IV	168,487	175,226	182,236	189,524	197,105	204,990
Deputy Chancellor	V	180,027	187,228	194,716	202,506	210,606	219,029

Approved by the Board of Trustees: Pending

- These positions shall not receive a yearly stipend for an earned Doctorate.

11/30/2010

SCHEDULE AD10

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ACADEMIC ADMINISTRATIVE SALARY SCHEDULE

2010-2011

MONTHLY

	STEPS	1	2	3	4	5	6
POSITION	Range						
Assistant Dean/ Director	I	9,712.92	10,101.42	10,505.58	10,925.75	11,362.83	11,817.25
Dean/ Director	II	11,155.50	11,601.67	12,065.83	12,548.33	13,050.33	13,572.33
Vice President/ Associate Vice Chancellor/ Director	III	12,597.92	13,102.00	13,626.00	14,171.08	14,737.83	15,327.50
President/ Vice Chancellor	IV	14,040.58	14,602.17	15,186.33	15,793.67	16,425.42	17,082.50
Deputy Chancellor	V	15,002.25	15,602.33	16,226.33	16,875.50	17,550.50	18,252.42

Approved by the Board of Trustees: Pending

11/30/2010

SCHEDULE AD10

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ACADEMIC ADMINISTRATIVE SALARY SCHEDULE

2010-2011

DAILY*

	STEPS	1	2	3	4	5	6
POSITION	Range						
Assistant Dean/ Director	I	479.650	498.835	518.794	539.543	561.128	583.568
Dean/ Director	II	550.889	572.922	595.844	619.671	644.461	670.239
Vice President/ Associate Vice Chancellor/ Director	III	622.119	647.012	672.889	699.807	727.794	756.914
President/ Vice Chancellor	IV	693.362	721.095	749.942	779.934	811.132	843.580
Deputy Chancellor	V	740.852	770.486	801.300	833.358	866.691	901.354

*** Based on 243 days**

Approved by the Board of Trustees: Pending

11/30/2010

SCHEDULE AD10

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ACADEMIC ADMINISTRATIVE SALARY SCHEDULE

2010-2011

HOURLY

	STEPS	1	2	3	4	5	6
POSITION	Range						
Assistant Dean/ Director	I	59.956	62.354	64.849	67.443	70.141	72.946
Dean/ Director	II	68.861	71.615	74.480	77.459	80.558	83.780
Vice President/ Associate Vice Chancellor/ Director	III	77.765	80.877	84.111	87.476	90.974	94.614
President/ Vice Chancellor	IV	86.670	90.137	93.743	97.492	101.391	105.448
Deputy Chancellor	V	92.606	96.311	100.163	104.170	108.336	112.669

Approved by the Board of Trustees: Pending

11/30/2010

SCHEDULE AD10

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**ITEM: 6.7
DATE: 12/06/10**

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.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. CLASSIFIED EMPLOYMENT

- a. HAGEN, BRUCE is to be employed as Director of Technology Services, Pos #3019, Office of Technology Services, Irvine Valley College, Classified Management Salary Range 09, Step 1, 40 hours per week, 12 months per year, effective November 29, 2010. This is a replacement position for Tran Hong, who resigned.
- b. JACKSON, MICHELLE is to be employed as Theatre Production Manager, Pos #3199, Division of Fine Arts and Media Technology, Saddleback College, Classified Bargaining Unit Salary Range 132, Step 1, 40 hours per week, 12 months per year, effective November 5, 2010. This is a replacement position for Chuck Rogers, who received a change in status.
- c. PRINCE, PAMELA is to be employed as Program Assistant (Categorical Funded), Pos #4306, Office of Advanced Technology and Education Park Facility, Irvine Valley College, Classified Bargaining Unit Salary Range 118, Step 1, 40 hours per week, 12 months per year, effective November 24, 2010. This categorical funded position was approved by the Board of Trustees on September 27, 2010, with employment contingent upon funding by the availability of the EWD/Environmental Design and Compliance Center grant.

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>
Belardes, Yvonne	Admissions & Records Specialist I/SC	116/1	11/01/10
McCarthy, Maureen	Health Center Nurse/SC	136/1	11/09/10
Nguyen, Wendy	Program Senior Lab. Tech. (Simulation)/SC	130/1	11/02/10
¹ Sendaba, Sheleme	Sr. Health Office Assistant/SC	124/1	11/08/10

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2010/2011** 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>
Alder, Kate	Spec. Proj. Coord./IVC	\$ 40.00	11/08/10-06/30/11
Asaly, Sarah	Project Specialist/SC	12.50	11/04/10-06/30/11
Bollinger, Patricia	Project Specialist/SC	20.00	10/01/10-06/30/11

¹ Son of Barbara Sendaba, Executive Assistant, Office of Vice President of Student Services, Saddleback College, and brother of Mekeil Sendaba, Project Specialist, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2010/2011** 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>
Choe, Samuel	Coaching Aide/IVC	\$ 15.00	11/10/10-06/30/11
Dornan, Corinne	Project Specialist/SC	12.50	11/04/10-06/30/11
Fike, Katelyn	TPP Aide/SC	10.00	11/11/10-06/30/11
Martinez, Elaine	Project Specialist/SC	16.00	11/04/10-06/30/11
McNulty, Karen	TMD Aide/SC	20.00	01/01/11-06/30/11
McNulty, Peter	Coaching Aide/IVC	15.00	01/01/11-06/30/11
Meissenburg, Michael	Coaching Aide/IVC	15.00	01/01/11-06/30/11
Mendoza, Jose	Project Specialist/IVC	16.00	01/01/11-06/30/11
Michaels, Mary	TMD Aide/IVC	10.50	01/01/11-06/30/11
Minot, Mason	Project Specialist/IVC	10.50	01/01/11-06/30/11
Mitchell, Joann	Clerk - Short Term/SC	14.00	01/01/11-06/30/11
Mitchell, Robert	Coaching Aide/SC	15.00	01/01/11-06/30/11
Mochalova, Margarita	Project Specialist/SC	10.50	01/01/11-06/30/11
Monterola, Miguel	Coaching Aide/IVC	15.00	01/01/11-06/30/11
Moradi, Poya	TMD Aide/IVC	9.50	01/01/11-06/30/11
Morales, Jamee	Coaching Aide/SC	15.00	01/01/11-06/30/11
² Mueller, Todd	Clerk, Short-Term/IVC	8.50	10/12/10-06/30/11
³ Muniz, Travis	TMD Aide/SC	11.50	01/01/11-06/30/11
Murtaugh, David	Coaching Aide/SC	15.00	01/01/11-06/30/11
Myers, Ashley	TMD Aide/SC	11.50	01/01/11-06/30/11
Newberry, Daniel	Coaching Aide/SC	15.00	01/01/11-06/30/11
Nguyen, Thi Tuyet Mai	Project Specialist/IVC	18.00	01/01/11-06/30/11
Nocella, Kirsten	Project Specialist/IVC	10.50	01/01/11-06/30/11
Novack, Mary	Clerk - Short Term/SC	11.00	01/01/11-06/30/11
Ochiai, Alan	Coaching Aide/IVC	15.00	01/01/11-06/30/11
⁴ Olvera, Amanda	Clerk - Short Term/SC	10.50	01/01/11-06/30/11
Palma Serrano, Nayeli	Adapt. Kines. Aide/SC	11.50	01/01/11-06/30/11
⁵ Patterson, June	Project Specialist/SC	16.00	01/01/11-06/30/11
Patterson, Pamela	Adapt. Kines. Aide/SC	20.00	01/01/11-06/30/11
Pearce, Robert	Coaching Aide/IVC	15.00	01/01/11-06/30/11
Perez, Denice	Project Specialist/SC	12.50	08/23/10-06/30/11
Perry, Colin	Project Specialist/SC	9.50	09/01/10-06/30/11
Petrovich, Alexis	Project Specialist/SC	11.50	01/01/11-06/30/11
Phan, James	Project Specialist/IVC	10.50	01/01/11-06/30/11
Phuntsog, Thupten	Clerk - Short Term/SC	10.50	01/01/11-06/30/11
Pollar, Shannon	CDC Project Specialist/SC	20.00	10/14/10-06/30/11
Price, Kay	TMD Aide/SC	10.50	01/01/11-06/30/11

² Son of Beth Mueller, District Director, Fiscal Services, Office of Administrative & Business Services, District.

³ Son of Harry Snowden, Ticket Office Operations Manager and Mary Beth Snowden, TMD Aide; both from Fine Arts & Media Technology, Saddleback College.

⁴ Sister of Teresa Camacho, Senior Administrative Assistant, EOPS, Division of Counseling Services and Special Programs, Saddleback College.

⁵ Mother of Dana Manley, Multimedia Technician, Office of College Technology, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2010/2011** 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>
Purkey, Lynne	Clerk - Short Term/IVC	\$ 11.00	01/01/11-06/30/11
Quezada, Daniel	Clerk, Short-Term/SC	12.00	11/15/10-06/30/11
Rae, Michael	Coaching Aide/SC	15.00	01/01/11-06/30/11
Raheb, Ernest	Adapt. Kines. Aide/SC	10.50	01/01/11-06/30/11
Ramirez, Irene	TMD Aide/IVC	8.50	01/01/11-06/30/11
Reeder, Annie	Project Specialist/SC	13.00	01/01/11-06/30/11
Reiser, Alan	TMD Aide/SC	8.50	01/01/11-06/30/11
Rice, Nicole	Outreach Aide/SC	12.50	01/01/11-06/30/11
Richards, Ryan	Coaching Aide/SC	15.00	01/01/11-06/30/11
Richardson, Kayla	TMD Aide/SC	9.50	01/01/11-06/30/11
Rizzo, Frank	Coaching Aide/SC	15.00	01/01/11-06/30/11
Roach, Dana	Coaching Aide/SC	15.00	01/01/11-06/30/11
Rodriguez, Ryan	TMD Aide/SC	8.50	01/01/11-06/30/11
Roehler, Trevor	TMD Aide/IVC	8.50	01/01/11-06/30/11
Roseth, Thomas	Adapt. Kines. Aide/IVC	11.50	01/01/11-06/30/11
Rusinkovich, Todd	Coaching Aide/SC	15.00	01/01/11-06/30/11
Rystov, Alice	Project Specialist/IVC	10.50	01/01/11-06/30/11
Sadeghieh, Iden	Project Specialist (IT)/District	25.00	01/01/11-06/30/11
Salarfar, Maryam	Clerk - Short Term/IVC	11.00	01/01/11-06/30/11
Salimi, Mina	Clerk - Short Term/IVC	9.50	01/01/11-06/30/11
Schmid, Teresa	CDC Project Specialist/SC	20.00	10/06/10-06/30/11
Schmid, Teresa	CDC Aide/SC	13.00	10/06/10-06/30/11
Scott, Jared	TMD Aide/SC	20.00	01/01/11-06/30/11
Sebold, Margaret	Clerk - Short Term/SC	15.00	01/01/11-06/30/11
Sendaba, Mekiel	Project Specialist/SC	12.50	01/01/11-06/30/11
Serrano, Carlos	Outreach Aide/SC	12.50	01/01/11-06/30/11
Severin, Joel	Project Specialist/IVC	11.50	01/01/11-06/30/11
Shadid, Bryan	Coaching Aide/SC	15.00	01/01/11-06/30/11
Shalhub, Sonia	Clerk - Short Term/SC	14.00	01/01/11-06/30/11
Shull, Rachel	TMD Aide/SC	8.50	01/01/11-06/30/11
Shvetsky, Natalya	Project Specialist/IVC	13.00	01/01/11-06/30/11
Sims, Jesse	Coaching Aide/SC	15.00	01/01/11-06/30/11
Slack, Lise	TMD Aide/IVC	20.00	01/01/11-06/30/11
Slater, Jackie	Coaching Aide/SC	15.00	01/01/11-06/30/11
Smith, Jason	Coaching Aide/IVC	15.00	01/01/11-06/30/11
Smith, Linda	Clerk - Short Term/SC	12.00	01/01/11-06/30/11
Smith, Ryan	Coaching Aide/SC	15.00	01/01/11-06/30/11
⁶ Snowden, Marybeth	TMD Aide/SC	13.00	01/01/11-06/30/11
Snyder, Deborah	Clerk - Short Term/SC	13.00	01/01/11-06/30/11

⁶ Harry Snowden, Ticket Office Operations Manager, Division of Fine Art & Media Tech., Saddleback College and Marybeth Snowden, TMD Aide, Division of Fine Art & Media Tech., Saddleback College are spouses and parents of Travis Muniz, Theatre/TMD Aide, Division of Fine Art & Media Tech., Saddleback College.

A. NEW PERSONNEL APPOINTMENTS

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2010/2011** 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>
Soifua, Monalito	Coaching Aide/SC	\$ 15.00	01/01/11-06/30/11
⁷ Steinriede, Lindsay	Coaching Aide/SC	15.00	01/01/11-06/30/11
⁷ Steinriede, William	Coaching Aide/SC	15.00	01/01/11-06/30/11
Stift, Randy	Project Specialist/SC	20.00	01/01/11-06/30/11
Stinson, Felicia	Project Specialist/IVC	18.00	01/01/11-06/30/11
Stratton, Carmen	Coaching Aide/SC	15.00	01/01/11-06/30/11
Supe, Jose	Coaching Aide/SC	15.00	01/01/11-06/30/11
Tatro, Shani	Clerk - Short Term/IVC	8.50	01/01/11-06/30/11
Taylor, Delainey	Project Specialist/SC	11.50	01/01/11-06/30/11
Tenchka, Kathleen	Project Specialist/IVC	15.00	01/01/11-06/30/11
Terbeek, Ehren	ST Campus Security Off./SC	18.00	01/01/11-06/30/11
Tesch, Gregory	Project Specialist (IT)/District	50.00	01/01/11-06/30/11
Thai, Kim	TMD Aide/IVC	8.50	01/01/11-06/30/11
Thom, Bethany	Coaching Aide/SC	15.00	01/01/11-06/30/11
Tinervia, Joseph	Special Proj. Coord./SC	100.00	01/01/11-06/30/11
Tomlinson, Warren	DSPS Proctor/SC	16.00	01/01/11-06/30/11
Tracey, Claire	Project Specialist/SC	12.50	01/01/11-06/30/11
Turnquist, Barbara	Clerk - Short Term/SC	14.00	01/01/11-06/30/11
Uhler, Jessica	TMD Aide/SC	8.50	11/11/10-06/30/11
Uhlman, John	ST Campus Security Off./SC	18.00	01/01/11-06/30/11
Valencia, Danielle	Project Specialist/SC	16.00	01/01/11-06/30/11
Vandever, Nicole	TMD Aide/SC	9.50	01/01/11-06/30/11
Vann, Amber	Coaching Aide/IVC	15.00	01/01/11-06/30/11
Vargas, Angel	Project Specialist/SC	9.50	01/01/11-06/30/11
Varho, Matt	TMD Aide/IVC	20.00	01/01/11-06/30/11
Vasquez, Fernando	TMD Aide/SC	18.00	01/01/11-06/30/11
Venditti, Jeanne	Project Specialist/IVC	20.00	01/01/11-06/30/11
Vexler, Melissa	TMD Aide/IVC	8.50	01/01/11-06/30/11
Vidal, Daniel	Project Specialist/SC	12.00	09/28/10-06/30/11
Walker, Kristen	TMD Aide/SC	8.50	01/01/11-06/30/11
Walker, Michelle	Project Specialist/SC	20.00	11/11/10-06/30/11
Webster, Patrick	Outreach Aide/SC	12.50	01/01/11-06/30/11
Wells, Douglas	Adapt. Kines. Aide/SC	10.50	01/01/11-06/30/11
Wickstrom, Julie	TMD Aide/SC	8.50	11/11/10-06/30/11
Wilford, Scott	Coaching Aide/SC	15.00	01/01/11-06/30/11
Wilkins, Kelly	Coaching Aide/SC	15.00	01/01/11-06/30/11
Williams, Jack	Project Specialist/SC	12.50	10/12/10-06/30/11
Wilson, Curtis	Coaching Aide/SC	15.00	01/01/11-06/30/11
Winfrey, Sarah	TMD Aide/SC	8.50	01/01/11-06/30/11
Winn, Fentriss	Coaching Aide/SC	15.00	01/01/11-06/30/11

⁷ William and Lindsay are related as father and daughter; both are Coaching Aide's and Lecturer's for Division of Physical Education, Kinesiology and Athletics, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2010/2011** 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>
Yaganeh, Samira	Project Specialist/SC	\$ 10.50	01/01/11-06/30/11
Yamaguchi, Troy	Coaching Aide/SC	15.00	01/01/11-06/30/11
Yannarella, Leiane	Project Specialist/SC	15.50	01/01/11-06/30/11
⁸ Yasukochi, Donal	Coaching Aide/SC	15.00	01/01/11-06/30/11
Yi, Ki	Coaching Aide/IVC	15.00	01/01/11-06/30/11
Yunes, Omar	Adapt. Kines. Aide/SC	20.00	01/01/11-06/30/11

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 **2010/2011** academic year.

<u>Name</u>	<u>Start/End Date</u>
Abedi, Mohamad	11/05/10-06/30/11
O'Rourke, Kyle	11/03/10-06/30/11

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 **2010/2011** 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>
Bubriski, Jean	Tutor/IVC	\$ 10.00/hr	11/11/10-06/30/11
Chen, Xiaojian	Tutor/IVC	10.00/hr	10/25/10-06/30/11
Gormick, V. Jeannie	Comm. Ed./IVC	2500.00/cs ⁹	10/15/10-06/30/11
Hyttsten, Jaynee	Interpreter III/SC	25.00/hr	11/10/10-06/30/11
¹⁰ McCaughey, Colin	Comm. Ed./IVC	2500.00/cs	11/17/10-06/30/11
Rodriguez, Cynthia	Interpreter III/SC	25.00/hr	10/26/10-06/30/11
Sipes, Jessica	Interpreter IV/SC	45.00/hr	10/26/10-06/30/11
Tyson, Stuart	Clinical Skills Spec./SC	30.00/hr	10/21/10-06/30/11
Zhai, Zhen	Tutor/IVC	10.00/hr	11/05/10-06/30/11

⁸ Father of Britinee Yasukochi, Coaching Aide, Division of Physical Education, Kinesiology and Athletics, Saddleback College.

⁹ CS=Per Course

¹⁰ Husband of Monique Brass, Lecturer, School of Health, Physical Education and Athletics, Irvine Valley College.

B. AUTHORIZATION TO ELIMINATE CLASSIFIED POSITION AND/OR POSITION NUMBERS

1. TEACHERS PREPARATION PIPELINE PROJECT DIRECTOR (Categorical), Pos #4223, Classified Management Salary Range 06, Career Technical Education and Workforce Development, Irvine Valley College seeks authorization to eliminate this part-time, 24 hours per week, 12 months per year position, from its staff complement, effective December 7, 2010. This categorical position was funded by the Teachers Preparation Pipeline Project grant. (Position approved: September 24, 2009)

C. CHANGE OF STATUS

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)
 - a. ¹¹ORTIZ, DESIREE, ID #14245, Admissions and Records Specialist I, Pos #2726, Classified Bargaining Unit Salary Range 116, Step 6, 20 hours per week, 12 months per year, Office of Admissions, Records and Enrollment Services, Irvine Valley College, is to be employed as Administrative Assistant, Pos #4283, a categorical funded position, Classified Bargaining Unit Salary Range 121, Step 5, 25 hours per week, 12 months per year, Financial Aid, Office of Student Services, Irvine Valley College, effective January 3, 2011. This categorical funded position was approved by the Board of Trustees on April 26, 2010, with employment contingent upon the availability of funding by the Board Financial Assistance Program (BFAP).
 - b. PIFER, DON, ID #2237, Custodian, Pos #1404, Classified Bargaining Unit Salary Range 113, Step 4, plus 7.5% shift differential, 40 hours per week, 12 months per year, Facilities Custodial, Office of Physical Plant, Saddleback College, has been given a lateral transfer to Custodian, Pos #2509, Classified Bargaining Unit Salary Range 113, Step 4, plus 5% shift differential, 40 hours per week, 12 months per year, Facilities Custodial, Office of Physical Plant, Saddleback College, effective November 22, 2010. This is a replacement position for Darryl Carter, who received a change in status.

D. CLASSIFIED BILINGUAL STIPEND, ADDITIONAL COMPENSATION

1. ¹²HEREDIA, GRISEL, ID #17280, Admissions and Records Specialist I, Pos #2743, a temporary reassignment, Classified Bargaining Unit Salary Range 116, Step 1, 40 hours per week, Office of Admissions, Records and Enrollment Services, Saddleback College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 “Bilingual Stipend”, effective November 1, 2010.

¹¹ Daughter of Tony Curiel, Warehouse Worker/Delivery Driver, Purchasing, Office of Administrative and Business Services, District; and niece of Joe Curiel, Custodian, Facilities Custodial, Office of Physical Plant, Irvine Valley College.

¹² Ms. Heredia is a probationary employee for Saddleback College appointed to Pos #2727, Admissions & Records Specialist I at 25 hours per week, 12 months per year.

E. OUT OF CLASS ASSIGNMENTS

1. ESTRADA, NATALIE, ID #16919, Executive Secretary Office of Public Affairs and Intergovernmental Relations, and Office of the Chancellor and Trustee Services, Pos #4126, Classified Management Salary Range 01, Step 2, 40 hours per week 12 months per year, District, has been given a temporary change in assignment to Acting Executive Assistant to the Chancellor and Trustee Services Confidential, Pos #3682, Classified Management Salary Range 03, Step 1, 40 hours per week, District, effective January 1, 2011. This is a temporary reassignment for Grace Garcia, who will be in a temporary reassignment.
2. GARCIA, GRACE, ID #10452, Executive Assistant to the Chancellor and Trustee Services Confidential, Pos #3682, Classified Management Salary Range 03, Step 9, 40 hours per week, 12 Months per year, District, has been given a temporary change in assignment to Acting Manager, Office of the Chancellor and Trustee Services, Pos #3684, Classified Management Salary Range 06, Step 4, 40 hours per week, District, effective January 1, 2011. This is a temporary replacement for Robina Allen, who retired.
3. NELSON, MONICA, ID #14157, Health Center Nurse, Pos #4110, Classified Bargaining Unit Salary Range 136, Step 5, 40 hours per week, 12 months per year, Student Health Center, Office of Student Services, Saddleback College, has been given a temporary change in assignment to Acting Director of Student Health Center, Pos #3032, Classified Management Salary Range 7, Step 1, 40 hours per week, Student Health Center, Office of Student Services, Saddleback College, effective August 2, 2010. This is a temporary reassignment for Brenda Frame, who is on leave.

F. LEAVE OF ABSENCE

1. CROWE, DAWN, ID #12866, Custodian, Pos #1037, Classified Bargaining Unit Salary Range 113, Step 6, 40 hours per week, 12 months per year, Facilities Custodial, Office of Physical Plant, Saddleback College is on administrative leave with pay and benefits effective November 16, 2010.

G. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. ALLEN, ROBINA, ID #6321, Manager, Office of the Chancellor and Trustee Services, Pos #3684, Classified Management Salary Range 06, Step 10, 40 hours per week, 12 month per year, District, resignation effective December 30, 2010, and retirement effective December 31, 2010. Payment is authorized for any compensated time off. (Permanent start date: March 9, 1994)
2. HALL, MARY, ID #1576, Financial Aid Director, Pos #2934, Classified Management Salary Range 07, Step 10, 40 hours per week, 12 months per year, Financial Aid, Office of Student Services, Saddleback College, resignation effective March 30, 2010 and retirement March 31, 2010. Payment is authorized for any compensated time off. (Permanent start date: November 2, 1976)

H. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the 2010/2011 academic years.

Counseling Services and Special Services, Saddleback College

Hatfield, Lauren Hicks, Bryce

Fine Arts and Media Technology, Saddleback College

Beck, Laura Bowes, Kerry Hauk, Jill
Hauk, Sheridan Krumnie, Marianna Priest, Amalia
Priest, Elizabeth Reuland, Janell

Health Sciences and Nursing Department, Saddleback College

Hoier, Sharon

Learning Center, Irvine Valley College

Cohen, Jonathan Hamilton, Jeff

Physical Sciences and Technology, Irvine Valley College

Edmundson, Marc

Student Development, Saddleback College

Bertagni, Eduardo Fox, Jillanne Hennings, Kevin
Irwin, Jim

Veterans Office, Saddleback College

Aldape, Timothy Champ, Kelly Christensen, Eric
Odom, Christopher Reed, Brandon Sargent, Michael

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Claim Against the District: Kathleen Schrader

ACTION: Approval

BACKGROUND

Ms. Kathleen Schrader is claiming damages as a result of conduct of the District and Irvine Valley College.

STATUS

On November 24, 2010, Kathleen Schrader and the Law Offices of Grady and Associates filed a claim against South Orange County Community College District for damages.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees reject the claim of Kathleen Schrader dated November 24, 2010 and refer it to the District's insurance administrator for processing.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Land Exchange with the County of Orange - Memorandum of Understanding

ACTION: Approval/Ratification

BACKGROUND

The District has been involved in negotiations for a number of months with the County of Orange to develop a mutually beneficial land exchange in regards to the ATEP site. This proposed land exchange will provide the District with a more rational and developable parcel as well as providing the County with a location for its planned Animal Care Center.

STATUS

The County of Orange Board of Supervisors has agendized this Memorandum of Understanding (MOU) for their December 7, 2010 meeting for potential approval. The MOU is not binding on either the District or the County; rather, it serves as the basis for negotiating a subsequent definitive agreement.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve/ratify the Memorandum of Understanding.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Saddleback College: Amended 2011-2012 Faculty Request List
ACTION: Approval

BACKGROUND

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

STATUS

Through the collegial consultation processes at Saddleback College, it was determined that an amendment needs to be made to the position requests. This amendment is required to fill the Matriculation Coordinator/Counselor position which was approved but not filled this academic year because of a weak applicant pool. The College President has reviewed the amendment and presents it to the Board of Trustees for approval.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the announcement and recruitment of the replacement of the Matriculation Coordinator/Counselor faculty position added to the list (Exhibit A).

Item Submitted By: *Dr. Tod A. Burnett, President, Saddleback College*

Saddleback College
 Full-Time Faculty Request List
 2011-2012 Academic Year

Division	Academic Discipline	Tenure Status	Position Type*	Faculty Type
Mathematics Science and Engineering	Mathematics	Tenure-Track	Replacement (Hada)	Classroom
Mathematics Science and Engineering	Chemistry	Tenure-Track	Replacement (McClendon)	Classroom
Fine Arts and Media Technology	Photography	Tenure-Track	Replacement (Leighton)	Classroom
Fine Arts and Media Technology	Music	Tenure-Track	Replacement (Rollins)	Classroom
Fine Arts and Media Technology	Speech	Tenure-Track	Replacement (Crary)	Classroom
Fine Arts and Media Technology	Art	Tenure-Track	Replacement (Riley)	Classroom
Fine Arts and Media Technology	Speech	Tenure-Track	Replacement (Bornemann)	Classroom
Liberal Arts and Learning Resources	Library Science	Tenure-Track	Replacement (Weisrock)	Non-Classroom
Emeritus Institute	Kinesiology	Tenure-Track	Replacement (Robinson)	Classroom
Counseling Services and Special Programs	Matriculation Coordinator/Counselor	Tenure-Track	New	Non-Classroom
Health Science and Human Services	Health Information Technology	One-year - Categorically Funded	New (Categorically Funded)	Classroom
Fine Arts and Media Technology	Cinema, Television, Radio	Tenure-Track	New	Classroom
Social and Behavioral Science	History	Tenure-Track	New	Classroom
Counseling Services and Special Programs	Veterans/Generalist Counselor	Tenure-Track	New	Non-Classroom
Fine Arts and Media Technology	Art Design	Tenure-Track	New	Classroom
Liberal Arts and Learning Resources	English-as-a-Second Language	Tenure-Track	New	Classroom
PE/Kinesiology and Athletics	Dance/Kinesiology Instructor	Tenure-Track	New	Classroom
Liberal Arts and Learning Resources	English Composition	Tenure-Track	New	Classroom
Business Science and Economic and Workforce Development	Real Estate Instructor	Tenure-Track	New	Classroom
Health Science and Human Services	Human Services Faculty	Tenure-Track	New	Classroom

* Replacement positions are not in priority order

Updated: 11/30/2010

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: **SOCCCD: Resolution In Support of Expedited Implementation of SB 1440**
ACTION: Approval

BACKGROUND

The passage SB 1440 is a significant measure aimed at improving transfer rates from community colleges to the California State University system.

STATUS

It is anticipated that once the AA transfer degrees proposed by SB 1440 are in place, many more transfer students will earn an associate degree and students will be guaranteed a place in the CSU system with junior standing. In order to have these AA transfer degrees in place, local college faculty as well as the local board of trustees must approve degrees based on transfer models provided by the Academic Senate of the California Community Colleges.

RECOMMENDATION

The Chancellor recommends the Board of Trustees approve Resolution No. 10-24 (Exhibit A) which expresses the intent to expedite approval of these degrees in order to have SB 1440 fully implemented by fall, 2011.

South Orange County Community College District Resolution 10-24
In Support of Expedited Implementation of SB 1440

WHEREAS, the Legislature, with the support of all 72 community college districts in California has passed, and the Governor has signed, SB 1440 (Ch.428, Statutes of 2010), the Student Transfer Achievement Act;

WHEREAS, SB 1440 is the most significant measure in more than 20 years for improving transfer rates from community colleges to campuses of the California State University;

WHEREAS, it is anticipated that once the AA transfer degrees proposed by SB 1440 are in place, many more transfer students will also earn an associate degree; there will be more clarity and consistency about the best lower-division preparation; and students will be guaranteed a place in the California State University with junior standing;

WHEREAS, SB 1440 will reduce the amount of time and money spent in obtaining both AA transfer degrees and BA/BS degrees due to its provisions that:

- prohibit community colleges from adding any local requirements to the sixty units provided for in the bill;
- encourage community colleges to facilitate acceptance of credits earned at other community colleges toward the associate degree for transfer; and
- prohibit CSU campuses from requiring any additional courses other than the sixty units required for majors with 120 semester, or 180 quarter, units;

WHEREAS, the bill provides that, commencing with fall 2011, students who earn an associate degree for transfer will be guaranteed admission into a CSU baccalaureate program, it would be most beneficial if colleges have as many associate transfer degrees as possible in place by fall 2011;

WHEREAS, the Academic Senate of the California Community Colleges is coordinating a statewide system to develop a model curriculum that identifies the most appropriate coursework not only for transfer preparation but also for earning an AA or AS degree in a common discipline, local colleges will soon be able to adopt the model curriculum for their degrees, and the California Community Colleges Chancellor's Office is preparing to expedite approval of degrees that reflect the model curriculum;

WHEREAS, the Chancellors of the California Community Colleges and the California State University have established a Joint SB 1440 Task Force to ensure coordination between the CSU system and California Community Colleges for a smooth implementation process and may also make recommendations for further legislation, regulatory changes or other policy changes;

WHEREAS, in order to have these AA transfer degrees in place, local college faculty as well as the local board of trustees must approve degrees based on transfer models provided by the Academic Senate of the California Community Colleges;

THEREFORE, be it resolved, that the Board of Trustees of the South Orange County Community College District, by passage of this resolution, hereby expresses its intent to expedite approval of these degrees in order to have SB 1440 fully implemented in South Orange County Community College District by fall, 2011.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Saddleback 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 any college and/or ATEP 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>
10/27/10 5:30 pm	HS 128	Scott Tharpe	Phlebotomy 241	David Chu	Phlebotomy
11/16/10 12:00 pm	BGS 356	Rachel Ridnor	Sociology 1: Intro. to Sociology	Tye Mai	Debunking Common Myths on being a Transsexual
11/30/10 12:30 pm	HS 105	Kim Branch-Stewart	HS 128 Community-Based Corrections	Thomas Granucci	Community-Based Corrections (current evidence-based practices in community corrections).
11/30/10 4:00 pm	HS 105	Kim Branch-Stewart	HS 128 Co-Occurring Disorders	Thomas Granucci	Co-Occurring Disorders (Treatment of COD in the Criminal Justice System)
12/1/10 11:00 am	BGS 104	Malia Hill	Fash. 136 & Fash. 235	Cindy Harrigan	Sales and Design Process
12/1/10 1:30 pm	BGS 254	Amira Wegenek	Psych. 1,2,30	Wesley Shultz, PhD.	Psychology of Environmental Awareness – Psych. Speaker Series
12/9/10 9:00 am	HS 105	Joe Salcido	Intro. Crime Justice System	Steve Sentman	Discussion of Orange County Probation Dept.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Basic Aid Report
ACTION: Information

BACKGROUND

The Board of Trustees has requested regular information reports about projected basic aid receipts and approved projects.

STATUS

EXHIBIT A shows actual Basic Aid receipts since the District became a Basic Aid District in 1999/2000, as well as the projects that the Board of Trustees has approved for funding with Basic Aid Funds. As of 11/17/10 Total Basic Aid Estimated Receipts of \$394.2M less Total Approved Projects in the amount of \$360.5M leaves a \$33.7M balance for uncommitted Basic Aid Funds. EXHIBIT B shows actual and estimated expenditures for Basic Aid Funds. 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.

The District estimates receipts in future years as follows:

<u>Year</u>	<u>Basic Aid Receipts</u>
2010 – 2011	\$38,984,025
2011 – 2012	\$39,538,907
2012 – 2013	\$38,545,185
2013 – 2014	\$37,493,544

**South Orange County Community College District
Board Approved Basic Aid Project Distribution
As of November 17, 2010 Board Meeting**

	1999-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	Total
Actual Basic Aid Receipts	\$74,365,248	\$40,162,878	\$46,899,203	\$52,896,017	\$50,692,873	\$51,179,365	\$39,022,021	\$355,217,605
Estimated Basic Aid Receipts 2010/11								\$38,984,025
								Total Receipts
								\$394,201,630
								Total Approved Projects
								\$360,509,234
								Uncommitted Basic Aid Funds
								\$33,692,396

Approved Projects	District-wide Gen. Exp.	ATEP	District Services	IVC	SC	Total
2005/06 Allocation for Salary Schedule Restructure			\$354,301	\$1,422,791	\$2,467,908	\$4,245,000
College Instructional Equipment Allocation				\$468,000	\$924,000	\$1,392,000
College Retiree Benefit Liability Contribution				\$11,919,662	\$23,498,276	\$35,417,938
College/District Contributions for Debt Retirement			\$101,000	\$1,727,469	\$2,552,232	\$4,380,701
College Scheduled Maintenance Projects				\$1,673,000	\$3,327,000	\$5,000,000
Campus Appearance Improvement				\$335,000	\$665,000	\$1,000,000
Technology Needs for IVC, SC & District		\$200,000	\$5,297,000	\$5,203,275	\$8,667,343	\$19,367,618
ATEP Operating Budget		\$11,303,957				\$11,303,957
ATEP Staffing, Equipment, Program Development		\$4,000,000				\$4,000,000
ATEP Renovation/Temp Bldgs		\$15,034,576				\$15,034,576
ATEP Building Demolition		\$7,000,000				\$7,000,000
ATEP Hangar & Chapel Utilities		\$1,000,000				\$1,000,000
ATEP Site Development Negotiations		\$4,750,000				\$4,750,000
ATEP Development		\$3,750,000				\$3,750,000
ATEP Parking Lot Renovation		\$950,000				\$950,000
College Science Equipment & TV Studio Updates				\$500,000	\$500,000	\$1,000,000
College Sports Facilities				\$896,000	\$817,310	\$1,713,310
COPS Debt Retirement Contribution	\$34,400,000					\$34,400,000
IVC Business & Technology Innovation Center				\$12,882,000		\$12,882,000
IVC Design and Install Entrance from Barranca				\$2,850,000		\$2,850,000
IVC Fine Arts Building				\$4,652,000		\$4,652,000
IVC Floor Repairs				\$58,340		\$58,340
IVC Life Sciences Project				\$17,410,000		\$17,410,000
IVC Lot Expansion and Phase 1 of Lot 6				\$1,476,759		\$1,476,759
IVC Maintenance and Police Facility				\$4,553,656		\$4,553,656
IVC Modular Building - AT100				\$370,000		\$370,000
IVC Landscaping (PAC & BSTIC)				\$1,796,000		\$1,796,000
IVC Performing Arts Center				\$17,006,209		\$17,006,209
IVC Utility Service Project				\$416,000		\$416,000
IVC Remove/Relocate IVC Maint., Police, Whse, & A-500 Bldgs				\$484,122		\$484,122
IVC Modular Building Replacement (CEC)				\$197,402		\$197,402
IVC Science Lab Addition & Remodel				\$6,980,000		\$6,980,000
IVC A-300 Building Remodel				\$2,481,000		\$2,481,000
IVC Early College Program				\$60,000		\$60,000

Approved Projects	District-wide Gen. Exp.	ATEP	District Services	IVC	SC	Total
IVC Replace Main Water Valves				\$275,000		\$275,000
IVC Replace Natural Gas Piping A&B Quads				\$230,000		\$230,000
IVC Repair Exteriors A100, A200, A300, A400, B100				\$400,000		\$400,000
IVC SSC HVAC System				\$800,000		\$800,000
SC M/S/E Bldg, Soil, & Slab Repairs					\$2,337,000	\$2,337,000
SC M/S/E Plaza Repair					\$5,081,000	\$5,081,000
SC M/S/E Renovation					\$2,608,344	\$2,608,344
SC M/S/E Bldg Ventilation System					\$5,000,000	\$5,000,000
SC Building Repairs TAS Building					\$1,956,000	\$1,956,000
SC Building Repairs/Library Remodel					\$20,141,000	\$20,141,000
SC Demolition of Lower Campus Buildings					\$1,719,000	\$1,719,000
SC Demolition 2007/08					\$1,000,000	\$1,000,000
SC Village Remodel					\$4,130,000	\$4,130,000
SC Village Expansion					\$3,942,000	\$3,942,000
SC Golf Driving Range Net Replacement					\$300,000	\$300,000
SC Health Science/District Office Building			\$7,012,875		\$8,238,780	\$15,251,655
SC Hire Consultant for Parking/Traffic Study					\$48,500	\$48,500
SC McKinney Theater Lighting and Sound Systems Upgrade					\$1,335,000	\$1,335,000
SC BGS Mold Abatement and Air Quality Improvements					\$8,724,200	\$8,724,200
SC New Science Building (M/S/E annex)					\$3,867,000	\$3,867,000
SC Science/Applied Science Bldg					\$14,850	\$14,850
SC Bridge Replacement					\$1,700,000	\$1,700,000
SC Pool Deck Replacement					\$1,500,000	\$1,500,000
SC Roof Replace Tech & Applied Science, Village Bldg 3-8					\$1,500,000	\$1,500,000
SC Temporary Classroom Facilites					\$7,269,285	\$7,269,285
SC McKinney Theater Restroom Remodel					\$2,542,000	\$2,542,000
SC Loop Road					\$3,442,000	\$3,442,000
SOCCCD Replace HR & Bdgt Dev Systems			\$897,740			\$897,740
SOCCCD Student Information System Upgrade-Phase I/Phase II			\$14,102,260			\$14,102,260
SOCCCD Districtwide Telephone System	\$4,499,498					\$4,499,498
SOCCCD Fiscal and HR Systems Repl.			\$27,500			\$27,500
SOCCCD Consultant for District Educational & Facilities Master Plan	\$735,010					\$735,010
SOCCCD HR Recruitment Work Plan			\$85,911			\$85,911
SOCCCD Legislative Advocacy Services - Basic Aid	\$210,000					\$210,000
SOCCCD Enrollment Mgmt, Mktg, Outreach & Recruitment Efforts	\$329,830					\$329,830
SOCCCD IT Projects SC/IVC/ATEP Instruction & Student Services			\$7,976,770			\$7,976,770
SOCCCD Legal Defense for Invocation Complaint	\$2,000,000					\$2,000,000
SOCCCD Additional 1% Contingency	\$1,278,101					\$1,278,101
SOCCCD Special Trustee/General Election Expense	\$1,874,192					\$1,874,192
Total Approved Projects	\$45,326,631	\$47,988,533	\$35,855,357	\$99,523,685	\$131,815,028	\$360,509,234

**South Orange County Community College District
Expenditure History for Approved Projects**

Project Description	Approved Amount	1999/04 Actual	2004/05 Actual	2005/06 Actual	2006/07 Actual	2007/08 Actual	2008/09 Actual	2009/10 Actual	2011 and Forward	Total
College Scheduled Maintenance Projects	5,000,000		381,124	900,200	431,327	161,938	1,428,062	1,184,918	512,432	5,000,000
2005/06 Allocation for Salary Schedule Restructure	4,245,000			4,245,000		-	-	-	-	4,245,000
2005/06 College Instructional Equipment Needs	1,392,000			438,461	41,503	378,311	473,955	55,237.32	4,532	1,392,000
Technology Needs for IVC, SC & District	19,367,618		2,394,995	3,580,783	3,178,825	3,647,238	3,919,852	1,226,921	1,419,004	19,367,618
Campus Appearance Improvement IVC & SC	1,000,000						378,837	215,312	405,851	1,000,000
ATEP Operating Budget*	11,303,957		266,981	706,587	1,119,887	1,841,834	2,273,645	2,401,548	2,693,475	11,303,957
ATEP Staffing, Equipment, Program Development	4,000,000						20,689	171,285	3,808,026	4,000,000
ATEP Renovation	15,034,576	370,243	630,096	1,035,239	3,838,068	1,318,978	103,660	450,213	7,288,078	15,034,576
ATEP Building Demolition	7,000,000						61,693	12,192	6,926,115	7,000,000
ATEP Hangar & Chapel Utilities	1,000,000						-	-	1,000,000	1,000,000
ATEP Site Development Negotiations	4,750,000				12,066	887,067	1,080,568	592,509	2,177,791	4,750,000
ATEP Development	3,750,000					565,425	1,041,250	750,807	1,392,519	3,750,000
ATEP Parking Lot Renovation	950,000						-	176,205	773,795	950,000
College/District Contributions for Debt Retirement - COPS	4,380,701	1,543,653	1,351,330	1,485,718	-	-	-	-	-	4,380,701
Debt Retirement Contribution	34,400,000	21,000,000	5,000,000	4,200,000	4,200,000	-	-	-	-	34,400,000
IVC Business & Technology Innovation Center	12,882,000		-	25,860	981,852	5,563,594	2,392,351	1,477,228	2,441,115	12,882,000
IVC Design and Install Entrance from Barranca	2,850,000			9,950	-	-	-	41,576	2,798,474	2,850,000
IVC Fine Arts Building	4,652,000					61,163	115	-	4,590,722	4,652,000
IVC Floor Repairs	58,340		57,458	882	-	-	-	-	-	58,340
IVC Life Sciences Project	17,410,000						81,776	793,360	16,534,864	17,410,000
IVC Lot Expansion and Phase 1 of Lot 6	1,476,759		1,500	222,418	1,183,432	69,409	-	-	-	1,476,759
IVC Maintenance and Police Facility	4,553,656		90,046	1,575,308	1,412,747	1,475,172	383	-	-	4,553,656
IVC Modular Building	370,000	369,456	544	-	-	-	-	-	-	370,000
IVC Landscaping (PAC & BSTIC)	1,796,000						-	105,493	1,690,507	1,796,000
IVC Performing Arts Center	17,006,209	57,850	623,625	4,235,617	10,727,931	1,137,271	38,469	185,445	-	17,006,209
IVC Science Equip & TV Studio	500,000	492,814	7,186	-	-	-	-	-	-	500,000
IVC Sports Facilities	896,000	896,000	-	-	-	-	-	-	-	896,000
IVC Replace Main Water Valves	275,000							6,035	268,965	275,000
IVC Replace Natural Gas Piping A&B Quads	230,000							3,088	226,912	230,000
IVC Repair Exteriors A100, A200, A300, A400, B100	400,000							-	400,000	400,000
IVC SSC HVAC System	800,000							1,346	798,654	800,000
IVC Utility Service Project	416,000			125,332	220,576	315	-	-	69,778	416,000
IVC Remove/Relocate IVC Maint., Police, Whse, & A-500 Bldgs	484,123			35,700	413,103	29,853	5,466	-	-	484,123
IVC Modular Bldg Replacement (CEC)	197,402				197,402	-	-	-	-	197,402
IVC Science Lab Addition & Remodel	6,980,000				276,823	86,014	2,373,462	2,024,161	2,219,540	6,980,000
IVC A-300 Bldg Remodel	2,481,000				49,177	94,785	1,529,452	228,508	579,078	2,481,000
IVC Early College Program	60,000					19,626	40,374	-	0	60,000
Retiree Benefits	35,417,938	2,819,497	3,055,490	3,361,039	4,681,912	10,500,000	500,000	2,500,000	8,000,000	35,417,938
SC M/S/E Bldg, Soil, & Slab Repairs	2,337,000		57,748	-	9,684	61,163	115	-	2,208,290	2,337,000
SC M/S/E Plaza Repairs	5,081,000						69,288	-	5,011,712	5,081,000
SC M/S/E Renovation	2,608,344						39,000	-	2,569,344	2,608,344
SC Building Repairs - TAS Building	1,956,000		26,775	97,135	28,465	-	1,048	-	1,802,576	1,956,000
SC Building Repairs - Library Remodel	20,141,000	40,000	37,892	-	-	-	-	511,511	19,551,596	20,141,000
SC Demolition of Lower Campus Buildings	1,719,000	965,373	15,917	737,255	-	-	-	-	455	1,719,000
SC Demolition and Upper Quad Remodel	1,000,000							-	1,000,000	1,000,000
SC Village Remodel	4,130,000					244,229	2,014,945	1,311,975	558,852	4,130,000
SC Village Expansion	3,942,000						463,110	2,942,595	536,294	3,942,000
SC Golf Driving Range Net Replacement	300,000			1,800	43,400	46,600	5,000	5,000	198,200	300,000
SC Health Science/District Office Building	15,251,655	7,156,088	7,887,463	189,994	5,096	13,014	-	-	0.460	15,251,655
SC Hire Consultant for Parking/Traffic Study	48,500		24,250	-	-	-	-	-	24,250	48,500
SC McKinney Theater Lighting and Sound Systems Upgrade	1,335,000	46,200	1,288,800	-	-	-	-	-	-	1,335,000
SC BGS Mold Abatement and Air Quality Improvements	8,724,200			682,740	3,735,624	4,277,090	28,746	-	-	8,724,200
SC New Science Building (M/S/E annex)	3,867,000				29,595	-	-	-	3,837,405	3,867,000
SC Science Equip & TV Studio	500,000	499,908	92	-	-	-	-	-	-	500,000

**South Orange County Community College District
Expenditure History for Approved Projects**

Project Description	Approved Amount	1999/04 Actual	2004/05 Actual	2005/06 Actual	2006/07 Actual	2007/08 Actual	2008/09 Actual	2009/10 Actual	2011 and Forward	Total
SC Science/Applied Science Bldg	14,850		14,850	-	-	-	-	-	-	14,850
SC Sports Facilities	817,310	778,625	26,695	11,990						817,310
SC Bridge Replacement	1,700,000							2,693	1,697,307	1,700,000
SC M/S/E Bldg Ventilation System Upgrade	5,000,000								5,000,000	5,000,000
SC Pool Deck Replacement	1,500,000							23	1,499,977	1,500,000
SC Roof Replace Tech & Applied Science, Village Bldg 3-8	1,500,000							166,833	1,333,167	1,500,000
SC Temporary Classroom Facilities	7,269,285		714	3,729,338	3,341,007	105,308	450	300	92,168	7,269,285
SC McKinney Theater Restroom remodel	2,542,000				162,708	105,248	2,023,613	72,862	177,569	2,542,000
SC Loop Road	3,442,000							5,740	3,436,260	3,442,000
SOCCCD: Replace HR & Bdgt Dev Systems	897,740			208,797	672,943	16,000			0	897,740
SOCCCD: Student Information System Upgrade-Phase I/Phase II	14,102,260				3,515,073	5,304,918	4,111,633	1,099,661	70,975	14,102,260
SOCCCD: Districtwide Telephone System	4,499,498	127,271	3,636,911	627,911	107,404				0	4,499,498
SOCCCD: Fiscal and HR Systems Repl.	27,500			27,500						27,500
SOCCCD: Consultant District Educational & Facilities Master Plan	735,010			370,010					365,000	735,010
SOCCCD: HR Recruitment Work Plan	85,911		85,911			0				85,911
SOCCCD: Legislative Advocacy Services - Basic Aid	210,000	15,700	24,002	24,298	24,000	14,000	34,354	13,140	60,506	210,000
SOCCCD: Enrollment Mgmt/Mktg, Outreach & Recruit Strategy	329,830			184,690	85,327	59,813				329,830
SOCCCD: IT Projects SC/IVC/ATEP Instruct & Student Svc	7,976,770							2,906,089	5,070,681	7,976,770
SOCCCD: Legal Defense for Invocation Complaint	2,000,000								2,000,000	2,000,000
SOCCCD: Additional 1% Contingency	1,278,101								1,278,101	1,278,101
SOCCCD: Trustee Election/General Election Expense	1,874,192	453,867					527,830		892,495	1,874,192
Totals	360,509,234	37,632,547	26,988,395	33,077,552	44,726,959	38,085,375	27,063,189	23,641,810	129,293,407	360,509,234

	1999/04 Actual	2004/05 Actual	2005/06 Actual	2006/07 Actual	2007/08 Actual	2008/09 Actual	2009/10 Actual	2011 and Forward
Commitments	83,542,630	57,751,446	11,145,072	34,465,912	70,908,593	54,256,170	37,446,916	10,992,495
Cumulative Commitments	83,542,630	141,294,076	152,439,148	186,905,060	257,813,653	312,069,823	349,516,739	360,509,234
Receipts	74,365,248	40,162,878	46,899,203	52,896,017	50,692,873	51,179,365	39,022,021	38,984,025
Cumulative Receipts	74,365,248	114,528,126	161,427,329	214,323,346	265,016,219	316,195,584	355,217,605	394,201,630
Cumulative Expenses	37,632,547	64,620,942	97,698,494	142,425,453	180,510,828	207,574,017	231,215,827	360,509,234
Cash Balances	36,732,701	49,907,184	63,728,835	71,897,893	84,505,391	108,621,567	124,001,778	33,692,396

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 December 6, 2010

SADDLEBACK COLLEGE

1. JAMES B. UTT LIBRARY REMODEL

Reallocation of basic aid funding has allowed this project to move forward. Bid opening was March 31, 2010. Board awarded construction in May. The Notice to Proceed was issued on June 14, 2010. Construction is underway with abatement 100% complete and demolition about 98% complete. Furniture and equipment planning and selection continue with eight department meetings conducted *in October*. A progress meeting was held with Division Heads and the Dean *in October*. Project progress updates may be viewed at: <http://socc.edu/businessservices/ProjectUpdates.html>. The overall project budget is \$21,124,000 with a state contribution of \$16,139,000 and a basic aid contribution of \$4,985,000.

2. SCIENCES BUILDING

The FPP was re-submitted to the State Chancellor's Office on September 30, 2008, to re-compete for funding. Funding was pushed back first to December, 2009, and again to September, 2010. The State Chancellor's Office has asked the District to *re-submit with a shift for funding* to the 2012-2013 fiscal year. Though final budget numbers will not be resolved until the State Chancellor's Office completes the funding process, the overall project budget is anticipated at \$58,835,000 with \$35,635,000 anticipated from the state and \$23,200,000 proposed as funded through basic aid.

3. MATH/SCIENCES/ENGINEERING BUILDING

The District re-submitted a Final Project Proposal to the State Chancellor's Office on June 30, 2009 and again on September 1, 2010. The State Chancellor's Office has asked the District to *re-submit with a shift for funding* to the 2013-2014 fiscal year. Though final budget numbers will not be resolved until the State Chancellor's Office has completed the funding process, the overall project budget is anticipated at \$30,120,000 with \$21,084,000 anticipated from the state and \$9,036,000 proposed as funded through basic aid.

4. LOOP ROAD

The Board approved the Loop Road project in March, 2009. Currently, the project is estimated at \$5,650,000 which may be an inadequate amount. Architectural selection was Board approved in February, 2010. The kick-off meeting was held in May with progress meetings through this month to status the required project studies. A meeting was held in September with the project team and members of the Engineering Group from the City of Mission Viejo. An on-site meeting *was conducted last month* with the Army Corp of Engineers regarding site drainage and discharge planning. The discovery phase is on schedule. \$3,442,000 of the overall project budget is approved for funding through basic aid.

5 M/S/E PLAZA RENOVATION

The Board approved the Math/Science/Engineering (M/S/E) building project in March, 2009. Uneven settlement under the plaza area between the Library and the M/S/E building has resulted in slab heaving, cracking and water penetration at the M/S/E building. The College has requested that this project be temporarily postponed. The overall project budget is \$5,081,000 funded through basic aid.

6. VILLAGE EXPANSION PROJECT

The Board approved the Village Expansion project in November, 2008. There *were* two construction packages, one for site work and one for the buildings. The Surety for MJ Contractors and the District executed a Takeover Agreement. Construction is complete. The Notice of Completion for the building portion was filed in June 2010. The final change order and the Notice of Completion for the site work was filed in August 2010. DSA Close Out is underway. *Close out of the outstanding stop notices filed with the surety is underway.* The overall project budget is \$3,942,000 funded through basic aid.

7. BRIDGE REPLACEMENT PROJECT

In March 2010, the Board approved an architect and basic aid funding of \$1,700,000 for the southeast library bridge due to a finding of failing structural integrity. Construction documents were submitted to DSA *in September and DSA notified that plan check is scheduled to begin in late October.* A supplemental soils report was sent to DSA and the project is moving through plan check at this time. No modification to the original design was required as a result of the soils report findings.

8. DISTRICT I.T. SERVER ROOM RENOVATION PROJECT

On July 28, 2008, the Board approved a basic aid allocation of technology funding for the colleges and the District. On July 26, 2010, the Board approved the Award of Bid to upgrade the HVAC System and other utilities in the District Server Room. Construction of the project commenced on November 15, 2010. The overall budget for the project is \$489,133.00 funded through basic aid.

IRVINE VALLEY COLLEGE

1. PERFORMING ARTS CENTER AND PARKING LOT 5 EXTENSION

The building construction is 100% complete. Total change orders represent 2.75% of the original contract amount. There were 69 change orders requiring DSA approval. Approximately 12 remain outstanding. DSA began returns in groups of 3 or 4 in early March.

2. BUSINESS SCIENCES & TECHNOLOGY INNOVATION CENTER

The final equipment order is complete and on target to meet reimbursement deadlines. DSA closeout is complete. The overall project budget is \$25,593,000 with \$12,711,000 from the state and \$12,882,000 funded through basic aid.

3. B-200 SCIENCE LAB ANNEX AND B-239 REMODEL

In addition to the Annex and Remodel, the Board approved funding for accessible restroom facilities February 20, 2008. The Notice of Completion was filed on July 8, 2010. DSA close out is underway. The overall project budget is \$6,980,000 funded through basic aid.

4. LIFE SCIENCES PROJECT

The Board of Trustees approved the architects for the Life Sciences project in November, 2008. Plans were submitted to the Division of the State Architect on June 9, 2010. *The first back check took place on November 16, 2010.* The overall project budget is \$24,848,000 with \$17,377,000 from the state and \$7,468,000 funded through basic aid. The Board has funded this project to \$17,410,000 to address the lack of bond funding from the state. A full budget assessment will be addressed at bid anticipated in January.

5. FINE ARTS BUILDING

The District submitted a Final Project Proposal to the State Chancellor's Office on June 30, 2008. Funding was pushed back first to December, 2009, and again to September, 2010. The State Chancellor's Office has asked the District to *re-submit with a shift to* funding to the 2013-2014 fiscal year. There is a reduction in the allocated points. If this project is required to recomplete for funding, it will not be as competitive. Though final budget will be resolved after the State Chancellor's Office has completed the funding process, the overall project budget is anticipated at \$34,552,000 with \$24,330,000 anticipated from the state and \$10,222,000 proposed as funded through basic aid.

7. BARRANCA ENTRANCE

The Board approved funding for the Barranca Entrance project March, 2010. Currently, the project is estimated at \$2,850,000 which will be evaluated for appropriateness once the designer provides a cost estimate. The first of two plan check fees has been submitted to the City of Irvine. This review precedes final design and submittal to DSA. The discovery phase is on schedule. The overall project budget is \$2,850,000 funded through basic aid.

8. GREAT LAWN PROJECT

The Board of Trustees approved the Landscape Improvements project in March, 2009. Contractor's Contract was approved August, 2010. A kick off meeting was held on October 13, 2010. The projected start was extended while waiting for the contractor to provide insurance certifications and the agreement. *Field work is quite agreeable while conformance with documentation requirements continues to be a challenge.* The overall project budget is \$1,796,000 funded through basic aid.

ATEP

1. ATEP RENOVATION

ATEP campus was substantially complete in time for the start of fall 2008/09 semester. All windows have been tested for water tightness with a 62% failure rate. Repair procedures were accepted with remediation 99% complete. The contractor, has requested a review of previously submitted change orders. District staff has partially released retention and is working with ModSpace on finalizing a few outstanding items. To date, total change orders represent 3.01% of the original contract amount.

2. ATEP BUILDING DEMOLITION

The Board approved both Phase A and B contractors on October 25, 2010. A preconstruction meeting was held with the Phase A contractor on October 29, 2010 with Notice to Proceed given for the week of November 22, 2010. A second phase of demolition is under design to include the hanger located at the southwest edge of the property. The overall project budget is \$7,000,000 funded through basic aid.

3. ATEP MONUMENT SIGNAGE

A monument sign is needed at Valencia Loop Road that reflects the design of the City's monument sign on the opposite corner. Plans have been submitted to the City of Tustin and have been returned with comments. Comments have been addressed and resubmitted to the City.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Monthly Financial Status Report
ACTION: Information

BACKGROUND

Monthly General Fund financial reports (EXHIBIT A) for the two colleges and the District are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance.

STATUS

The reports display the adopted budget, revised budget, and transactions through October 31, 2010. A review of current revenues and expenditures for the 2010-11 fiscal year shows that they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
General Fund Income and Expenditure Summary
As of October 31, 2010

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Difference	Beg Bal & Receipts/ Expenditures
SOURCES OF FUNDS					
BEGINNING FUND BALANCE:		32,509,540	32,509,540	0	32,509,540
REVENUES:					
Federal Sources	8100-8199	\$ 2,564,525	2,982,796	418,271	180,748
Other State Sources	8600-8699	16,296,621	16,320,282	23,661	5,068,035
Other Local Sources	8800-8899	173,259,570	173,259,570	0	22,207,988
Total Revenue		192,120,716	192,562,648	441,932	27,456,771
BASIC AID				0	
INCOMING TRANSFERS	8980-8989			0	
TOTAL SOURCES OF FUNDS		224,630,256	225,072,188	441,932	59,966,311
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	63,929,116	63,619,708	(309,408)	19,313,298
Other Staff Salaries	2000-2999	40,299,840	40,462,708	162,868	9,728,315
Employee Benefits	3000-3999	32,778,731	32,889,272	110,541	9,488,288
Supplies & Materials	4000-4999	5,896,551	5,569,270	(327,281)	926,907
Services & Other Operating	5000-5999	20,432,292	21,000,068	567,776	5,615,745
Capital Outlay	6000-6999	11,594,750	11,832,186	237,436	885,704
Payments to Students	7500-7699	141,406	141,406	0	59,678
Total Expenditures		175,072,686	175,514,618	441,932	46,017,935
OTHER FINANCING USES:					
Inter Fund Transfers Out	7300-7399	884,000	884,000	0	484,000
Basic Aid Transfers Out		35,991,530	35,991,530	0	1,000,000
Intra Fund Transfers Out	7400-7499	0	0	0	0
Debt Service	7100-7199	425,000	425,000	0	54,647
Total Other Sources (Uses)		37,300,530	37,300,530	0	1,538,647
TOTAL USES OF FUNDS		212,373,216	212,815,148	441,932	47,556,582
ENDING FUND BALANCE		12,257,040	12,257,040	0	12,409,729
Reserve for Economic Uncertainties		10,266,798	10,266,798	0	
Location Reserves for Economic Uncertainties		1,990,242	1,990,242	0	
Nondesignated Budget Allocation		\$ 0	\$ 0	\$ 0	\$ 0

SADDLEBACK COLLEGE
General Fund Income and Expenditure Summary
As of October 31, 2010

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Difference	Beg Bal & Receipts/ Expenditures
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		12,067,376	12,067,376	0	12,067,376
REVENUES:					
Unrestricted Budget Allocation		\$ 79,713,405	79,713,405	0	9,749,255
Restricted Budget Allocation		8,776,364	9,198,988	422,624	3,106,305
Total Revenue		88,489,769	88,912,393	422,624	12,855,560
BASIC AID		0	0	0	0
INCOMING TRANSFERS 8980-8989		0	0	0	0
TOTAL SOURCES OF FUNDS		100,557,145	100,979,769	422,624	24,922,936
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries 1000-1999		39,244,469	39,218,532	(25,937)	11,684,112
Other Staff Salaries 2000-2999		20,624,933	20,692,479	67,546	5,005,816
Employee Benefits 3000-3999		18,070,410	18,181,972	111,562	5,221,759
Supplies & Materials 4000-4999		4,111,371	4,129,145	17,774	672,876
Services & Other Operating 5000-5999		8,776,517	9,037,223	260,706	2,177,699
Capital Outlay 6000-6999		7,672,742	7,663,715	(9,027)	726,418
Payments to Students 7500-7699		66,461	66,461	0	31,356
Total Expenditures		98,566,903	98,989,527	422,624	25,520,036
OTHER FINANCING SOURCES/(USES):					
Transfers Out 7300-7399		400,000	400,000	0	250,000
Other Transfers 7400-7499		0	0	0	0
Debt Service 7100-7199		0	0	0	0
Total Other Sources (Uses)		400,000	400,000	0	250,000
TOTAL USES OF FUNDS		98,966,903	99,389,527	422,624	25,770,036
LOCATION OPERATING BALANCE		1,590,242	1,590,242	0	(847,100)
Reserve for Economic Uncertainties		1,590,242	1,590,242	0	0
Nondesignated Budget Allocation		\$ 0	\$ 0	\$ 0	0

IRVINE VALLEY COLLEGE
General Fund Income and Expenditure Summary
As of October 31, 2010

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Difference	Beg Bal & Receipts/ Expenditures
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		3,961,914	3,961,914	0	3,961,914
REVENUES:					
Unrestricted Budget Allocation		\$ 43,579,530	43,579,530	0	5,968,591
Restricted Budget Allocation		5,325,301	5,344,609	19,308	2,503,441
Total Revenue		48,904,831	48,924,139	19,308	8,472,032
BASIC AID		0	0	0	0
INCOMING TRANSFERS 8980-8989		0	0	0	0
TOTAL SOURCES OF FUNDS		52,866,745	52,886,053	19,308	12,433,946
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries 1000-1999		21,604,498	21,321,027	(283,471)	7,088,921
Other Staff Salaries 2000-2999		12,398,619	12,493,941	95,322	2,930,637
Employee Benefits 3000-3999		10,945,666	10,944,645	(1,021)	3,071,878
Supplies & Materials 4000-4999		1,537,971	1,182,255	(355,716)	216,261
Services & Other Operating 5000-5999		4,099,417	4,415,247	315,830	1,272,283
Capital Outlay 6000-6999		1,146,629	1,394,993	248,364	97,352
Payments to Students 7500-7699		74,945	74,945	0	28,322
Total Expenditures		51,807,745	51,827,053	19,308	14,705,654
OTHER FINANCING SOURCES/(USES):					
Transfers Out 7300-7399		234,000	234,000	0	234,000
Other Transfers 7400-7499		0	0	0	0
Debt Service 7100-7199		425,000	425,000	0	54,647
Total Other Sources (Uses)		659,000	659,000	0	288,647
TOTAL USES OF FUNDS		52,466,745	52,486,053	19,308	14,994,301
LOCATION OPERATING BALANCE		400,000	400,000	0	(2,560,355)
Reserve for Economic Uncertainties		400,000	400,000	0	0
Nondesignated Budget Allocation		\$ 0	\$ 0	\$ 0	0

TO: Board of Trustees
FROM: Gary Poertner, Chancellor
RE: Irvine Valley College: Community Education Program
ACTION: Accept

BACKGROUND

At the November 2010 South Orange County Community College District Board Meeting, the Board requested additional information on the Irvine Valley College's Community Education program.

STATUS

A report has been prepared for Board review in Exhibit A.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees review and accept the report presented in Exhibit A.

**IRVINE VALLEY COLLEGE EXTENDED EDUCATION PROGRAMS
NOVEMBER 29, 2010**

I. EXTENDED EDUCATION AT IRVINE VALLEY COLLEGE

- Extended Education Programs are fee-based programs designed to provide needed services to the community that cannot be provided via the credit program.
- Extended Education Programs include community education, contract education, the testing center, and the emeritus (lifelong learning) program.
- In an effort to be fiscally conservative, IVC has made the choice to require the Community Education program to recover all expenses related to the program, including all staffing and overhead expenses. Other colleges do not require this, simply recovering actual class/course expenses as required by Ed. Code. While fiscally prudent, this choice makes it challenging to cover all expenses. Additionally, other colleges have access to prime-time classroom space and sports facilities (such as a swimming pool), resources that are not currently available at IVC. This limits the range of courses that can be offered through Community Education. IVC also faces intense competition from other educational programs (especially from the City of Irvine) in the area.
- Fiscal reports for each year since 2000 show the pattern of profits and (losses) each year for each program as well as the consolidated division profits and (losses). See attached fiscal analysis (Attachment A).
- Audit for 2009-2010 noted that the Extended Education Program ("Fund 07") shows a \$188,000 net loss (debt) on a cumulative (not annual) basis.

II. FIVE-YEAR RECOVERY PLAN

- In 2008, IVC created a Five-year Fiscal Recovery Plan for community education designed to reduce the cumulative net loss and to create a sustainable, profit-earning division.
- In 2009, the state Chancellor's Office directed colleges to reduce spending in noncredit adult lifelong learning offerings and recommended using community education classes to provide lifelong learning opportunities.
- IVC created community education-emeritus "hybrid" classes in fall 2009 and began to offer them in spring 2010. Adults in the community saw no reduction in offerings but did see a small fee attached to each course (about the same as what credit students pay for their courses). Community Education started to show profits.
- As shown on Attachment B, the community education program generated a net profit of \$72,000 during the first quarter of current fiscal year (2010-11), compared to net losses of (\$49,000) and (\$65,000) in two prior years. This is an early sign of recovery.

**IRVINE VALLEY COLLEGE EXTENDED EDUCATION PROGRAMS
NOVEMBER 29, 2010**

- Emeritus-community education students now number in the thousands. The hybrids are expected to bring an additional \$50,000 profit in the first full fiscal year, resulting in an estimated reduction of debt from \$188,000 to \$138,000 (assuming other expenses and revenues are held constant).
- Creation of these hybrid courses also generated a 40% savings in general fund expenses for Emeritus lifelong education classes; these savings legally cannot be used to offset the community education cumulative losses, however.

III. PROJECTED PROFITS FOR 2010-2013 (THE NEXT THREE YEARS)

- Combining a reduction in classes, marketing expenses and staffing expenditures with small increases in program profitability, the projected profits for community education for the next several years are as follows:

	Profit	Extended Education Fund Debt
○ 2010-11	\$50,000	(\$138,000)
○ 2011-12	\$65,000	(\$ 73,000)
○ 2012-13	\$75,000	\$2,000 = Surplus

- These profits will eliminate the debt by the end of fiscal year 2012-13.
- Conclusions
 - Community education will continue to be linked to the emeritus and contract education programs to guarantee profitability. **The Emeritus-Community Education hybrid courses are proven profit centers for the program.**
 - Community Education stand-alone courses will be limited to high-yield weekend offerings, Kids College, and online skills-building classes.
 - As profitability grows, the Extended Education Program will develop its Small Business Institute concept designed to assist small business training and education and entrepreneurial incubation.
 - The college will continue to update the Five-year Fiscal Recovery Plan for Community Education profitability and present an annual report to the college's Strategic Planning Oversight and Budget Development Committee, which will make the report available each year to the Chancellor and Board of Trustees.

Exhibit A

Attachment A

Irvine Valley College: Extended Education Programs Historical Revenue & Expenditure Report

FY	Community Education *				Contract Education **				Testing Center ***				Fund Totals			
	Expenses	Revenue	Profit/ (Loss)	Running Surplus/ (Debt)	Expenses	Revenue	Profit/ (Loss)	Running Surplus/ (Debt)	Expenses	Revenue	Profit/ (Loss)	Running Surplus/ (Debt)	Expenses	Revenue	Profit/ (Loss)	Running Surplus/ (Debt)
2000	423,807	398,177	(25,631)	(112,528)	128,902	136,703	7,801						552,709	534,880	(17,829)	(112,528)
2001	381,242	329,905	(51,336)	(40,669)	531,619	654,754	123,135						912,861	984,659	71,799	(40,669)
2002	86,975	79,791	(6,184)	(22,864)	319,737	343,726	23,989						405,712	423,518	17,805	(22,864)
2003	48,182	85,486	37,303	(33,431)	84,440	16,569	(47,870)						112,622	102,055	(10,567)	(33,431)
2004	137,217	112,264	(24,952)	(45,533)	26,904	39,755	12,851						164,121	152,019	(12,102)	(45,533)
2005	173,736	144,075	(29,662)	(89,036)	31,212	17,370	(13,842)						204,948	161,445	(43,503)	(89,036)
2006	117,916	117,193	(723)	(75,215)	4,908	19,451	14,543						122,823	136,644	13,821	(75,215)
2007	190,588	195,915	5,327	(69,888)	15,962	10,850	(5,112)	(5,112)					206,551	206,766	215	(75,000)
2008	259,299	234,715	(24,583)	(94,471)	3,481	7,840	4,359	(753)					262,779	242,555	(20,224)	(95,224)
2009	346,731	262,218	(84,513)	(178,984)	4,173	14,990	10,817	10,065	64,134	116,422	52,288	52,288	415,038	393,630	(21,408)	(116,632)
2010	396,533	323,264	(73,270)	(252,254)	48,978	60,657	11,679	21,744	112,726	102,628	(10,098)	42,190	558,237	486,549	(71,688)	(188,320)

* Emeritus courses are funded through General Fund with hybrid courses being partially funded through Community Education effective 2009-10.

** Ending balances for Contract Education were combined with Community Education until 2007-08.

*** Testing Center Project was included in the General Fund (Fund 01) until 2007-08 as it was funded with Grant moneys in the past.

Since the project is funded exclusively with fees, it was moved to the Community Education Fund in 2008-09.

In 2009-10, furniture purchase for the new Testing Center was funded using 100% project funds for a total cost of \$47,000 as a one-time expense.

Attachment B					
IVC Community Education Program					
Monthly Revenue and Expenditure Report: July 2008 Through October 2010					
Month	Revenue	Expenditure	Periodic Balance	Running Balance	
July-08	31,426.86	49,287.45	(17,860.59)	(17,860.59)	
August-08	14,401.67	52,602.79	(38,201.12)	(56,061.71)	
September-08	24,931.19	37,418.41	(12,487.22)	(68,548.93)	
October-08	5,251.37	27,119.00	(21,867.63)	(90,416.56)	July - September 2008: Net Loss: (68,549)
November-08	9,749.79	15,579.26	(5,829.47)	(96,246.03)	
December-08	5,980.54	23,743.40	(17,762.96)	(114,008.89)	
January-09	37,169.48	28,082.94	9,086.54	(104,922.35)	
February-09	24,146.16	17,964.31	6,181.35	(98,740.50)	
March-09	25,992.39	17,122.26	8,870.13	(89,870.37)	
April-09	10,597.44	37,479.06	(26,881.62)	(116,751.99)	
May-09	14,413.27	13,581.26	832.01	(115,919.98)	
June-09	58,158.30	26,750.90	31,407.40	(84,512.58)	
July-09	31,835.49	27,448.61	4,386.38	(80,125.70)	
August-09	9,508.22	38,863.50	(29,355.28)	(109,480.98)	
September-09	20,239.34	44,838.33	(24,598.99)	(134,079.97)	July - September 2009: Net Loss: (49,567)
October-09	13,423.79	31,600.43	(18,176.64)	(152,256.61)	
November-09	51,142.24	11,398.50	39,743.71	(112,512.87)	
December-09	45,321.72	13,952.26	31,369.46	(81,143.41)	
January-10	23,304.79	11,478.63	11,326.16	(69,317.25)	
February-10	16,772.92	10,976.45	5,796.47	(63,520.78)	
March-10	11,252.39	61,869.07	(50,616.68)	(114,137.46)	
April-10	44,247.75	30,980.41	13,259.34	(100,878.12)	
May-10	27,065.13	9,127.69	17,937.44	(82,940.68)	
June-10	29,149.76	103,991.38	(74,341.52)	(157,782.30)	
July-10	47,417.68	10,033.76	37,383.32	(120,398.38)	
August-10	39,685.64	26,180.57	13,505.07	(106,893.31)	
September-10	70,071.07	48,452.69	21,518.38	(85,274.93)	July - September 2010: Net Profit: 72,507
October-10	25,820.13	31,854.04	(6,033.31)	(91,308.04)	
TOTAL	768,476.52	850,785.36	(91,308.94)		


TO: Board of Trustees
FROM: Gary Poertner, Chancellor
RE: Written Reports
ACTION: None

Written Reports

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

President, Saddleback College
President, Irvine Valley College
Provost, ATEP
Associated Student Government of SC
Associated Students of IVC
Saddleback College Academic Senate
Irvine Valley College Academic Senate
Faculty Association
California School Employees Association
Saddleback College Classified Senate
Irvine Valley College Classified Senate
District Services Classified Senate
Police Officers' Association

TO: Gary Poertner, Chancellor and Members of the Board of Trustees

FROM: Glenn R. Roquemore, President 

DATE: November 24, 2010

SUBJECT: President's Report for the December 6, 2010 Board of Trustees Meeting

IVC WINS WOMEN'S GOLF CHAMPIONSHIP

Irvine Valley College, competing in its first-ever women's golf state championship event, captured the team title with a two-day total of 650 (335-315). Head coach Ben Burnett's Lasers saw five of IVC's six players improve their second day scores, including Chelsea Kasprowicz (89-80) who was nine strokes better on the second day while Foya Lazare (86-78) and Kaycee Fuller (88-80) were eight strokes better on the second day. The Lasers were five strokes behind College of the Canyons on the first day, but nine strokes better on the second day to take the title. Congratulations to the Lasers!

Former IVC Student Recognized by White House for Science

IVC alumni Jeffrey Ross-Ibarra, son of IVC biology professor Priscilla Ross, and a former student of IVC biology professor Jeff Kauffman, was recently recognized with the Presidents Early Career in Sciences & Engineering award for this year. While still in high school, Ross-Ibarra took his first two courses in biology from Jeff Kaufmann at IVC. Ross-Ibarra is now a professor of Plant Genetics at U.C. Davis. The White House recognized 85 individuals across the country. This is the highest honor bestowed by the United States government for science and engineering professionals in the early stages of their independent research careers.

IVC Dance Perspectives Features Work by 16-year-old-Music Student

Vartan Simonian, a 16-year-old IVC student, who has been an IVC student for the past three years, had his original music composition *Utopia* premiered at the IVC dance concert on Friday, November 19. Simonian has been studying Theory and Composition at IVC with Music Professor Dr. Daniel Luzko. Marie de la Palme, IVC dance faculty member and director of IVC's Performing Dance Ensemble choreographed and collaborated with Vartan to create a shared vision for the *Utopia* piece.

IVC Students Attend Music Association of California

Fourteen students represented IVC at the Music Association of California Community Colleges State Conference in San Diego, November 17-19. Five students were selected for the Intercollegiate Band, four for the Intercollegiate Choir, three for the Composition Seminar, and two for the Piano Seminar.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES: Thomas A. Fuentes, William O. Jay, David B. Lang, Marcia Milchiker, Nancy M. Padberg, Donald P. Wagner, John S. Williams
Gary Poertner, Chancellor • Glenn R. Roquemore, Ph.D., President, Irvine Valley College

An Equal Opportunity Institution

IVC Salutes Veterans

Seven Irvine Valley College veterans from different eras and different wars participated in a program to honor their own in the lobby of the IVC Student Services Building, Thursday, November 11 from 12:30 to 1:00 pm. Led by "honorary vet" IVC President Glenn R. Roquemore, the event celebrated veterans in general, the over 300 veterans currently studying at IVC, the opening of the new IVC campus veterans center, as well as memorializing the fallen and remembering active duty service men and women who are currently serving in harm's way overseas. Master of Ceremonies was Darryl Cox, Director of Financial Aid and a U.S. Army veteran. The official welcome was delivered by IVC President Roquemore. The invocation was led by Jon Jensen, an IVC student veteran of the Army National Guard. The Pledge of Allegiance was led by IVC student veteran Enrique Campo, a Private First Class in the Army National Guard. Two musical numbers were sung by veteran, Andy Nikitin, a Navy Seabee Builder First Class who is also a music major at IVC. Andy, a native of Ukraine, belted out an inspiring version of "God Bless America" to open the program and a rousing version of the U.S. Navy's anthem, "Anchors Aweigh" to close the event. Remarks were delivered by Ted Weatherford, a faculty member in IVC Health Sciences, Physical Education and Athletics and a Vietnam veteran of the U.S. Marine Corps; Laquann Moore, an IVC student and U.S. Marine Corps veteran of the Iraqi conflict; and IVC President Glenn R. Roquemore. Closing remarks were delivered by U.S. Air Force veteran, John Edwards, Director of IVC Maintenance and Operations. "Let Us Always Honor Them" was the theme of the ceremony.

Congratulations to IVC Music Alumni Raul Vega Hernandez

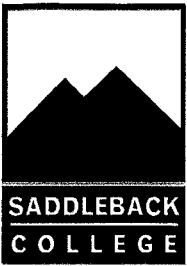
IVC Music Alumni Raul Vega Hernandez was selected recently to write the program notes for the Pacific Symphony Youth Orchestra. His notes were published in November for the opening concert of the 2010-2011 Season. Hernandez wrote notes for the following pieces: Bernstein: *Slava! A Political Overture*; Stainov: *Trakiisky Tanzi (Thracian Dances)*; and Williams: *Suite from "Star Wars."* Hernandez is now a music composition major at CSU Long Beach. He recently premiered a new work at the 2nd Annual IVC Music Alumni Concert as well as the Tonya Reed Gardner Memorial Music Concert.

IVC XTE Successfully Competes

Members of the Irvine Valley College Administration of Justice student club (CHI TAU EPSILON-XTE) recently returned from a successful trip to Spokane, WA, where they attended the Region 1 conference of the American Criminal Justice Association-Lambda Alpha Epsilon. The students and advisor on this trip were sponsored by the Associated Students of Irvine Valley College. Eight students were accompanied by club advisor Colin McCaughey on the trip. All of the students participated in the conference workshops, competitions, as well as a career fair. Approximately 85 students from over ten colleges in the Western United States attended and competed at the event. The students attending included: Aranzazu Bravo, Eric Harris (XTE Secretary), Sara Hoadley, Edgar Pineda (XTE President), Matt Pisarski, Anthony Silva, Kelsey Somers, and Erika Wykert.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES: Thomas A. Fuentes, William O. Jay, David B. Lang, Marcia Milchiker, Nancy M. Padberg, Donald P. Wagner, John S. Williams
Gary Poertner, Chancellor • Glenn R. Roquemore, Ph.D., President, Irvine Valley College



MEMORANDUM

TO: Members of the Board of Trustees
Dixie Bullock, Acting Chancellor

FROM: Dr. Tod A. Burnett, President

SUBJECT: REPORT FOR DECEMBER 6, 2010 BOARD OF TRUSTEES' MEETING

Saddleback College has embraced the Vision for 2020, which was introduced last week by the League of California Community College's Commission on the Future. The Vision calls for an increase in the number of California community college graduates by 1 million by 2020 while eliminating the achievement gap and closing participation gaps. The Commission's report on the topic calls for the ambitious goals and identifies 17 recommendations based on four themes – Leadership and Accountability, Intensive Student Support, Teaching and Learning, and Finance and Affordability – for state policy and local college practice changes to achieve them.

President Burnett attended the Community College League of California conference in Pasadena on November 18th and 19th. He was joined by Dean Kevin O'Connor, Assistant Dean Terence Nelson, Community Education Director Estella Castillo-Garrison, Theatre Arts Director Kate Realista, and Director of Admissions and Records Jane Rosenkrans.

Office of Instruction

The Emergency Medical Services (EMS) Department of Health Sciences Division is excited to announce that, thanks to the Orange County Fire Authority, the EMS Program will be receiving its very own ambulance—one recently retired from OCFA.

The ambulance will be parked behind the HS Building in the 'bay' provided when the parking lot was completed. This will be a very important addition to our rapidly expanding simulation program and will provide the opportunity for Paramedic and EMT students to work with our soon to be delivered wireless simulators in the very real environment of an ambulance. Prior to obtaining wireless simulators, working in an ambulance would not have been possible—now, thanks to our new wireless simulators and our 'new' ambulance' it is a reality.

On December 2nd the Saddleback College Wind Ensemble performed *Winter Winds*, under the direction of Dr. Carmen Dominguez, in the McKinney Theatre. On December 3rd – 12th, the Department of Theatre Arts presents *A Christmas Carol* by Charles Dickens in the Studio Theatre to sold out houses. *A Feast of Lights* was presented by the Saddleback College Choirs and Saddleback College Symphony Orchestra on December 4th and 5th in the McKinney Theatre. This popular annual holiday event was conducted by Dr. Scott Farthing and Dr. Carmen Dominguez and a traditional wassail and holiday cookies were served to appreciative patrons. On December 6th the Jazz Combo students performed a concert in the McKinney Theatre. On December 8th, the Saddleback Big Band will hold their annual holiday concert, to a family audience. The Saddleback music students perform a recital in FA 101 at noon on December 9th and admission is free. The composition students perform a recital of their original works on December 11th at 2 pm. The Professional Guest Artist Series presents the Laguna Ballet's *The Nutcracker* on December 16th – 19th in the McKinney Theatre to round out the season.

Student Services

The Classified Senate raised enough donations and canned food donations to assemble over 30 Thanksgiving baskets and totes for Student Veterans in need.

Spanish Professor Connie Kihyet and her family are hosting a Thanksgiving Dinner for Student Veterans who do not have family members in the area or are in need.

The Veterans Student Senator worked with ASG to get a special grant approved that will serve as an outreach opportunity between veterans and the Adaptive Kinesiology classes. This program will recruit and mentor disabled Veterans to our college.

There have been 494 Student Veterans counseling sessions within the fall 2010 semester (date range: 8/16/10 – 11/17/10).

Six CalWORKs students are currently participating in the CalWORKs Work Study Program on campus.

The CalWORKs program grew 29% from 41 students in the summer 2010 to 53 students in the fall 2010.

CalWORKs held two workshops for CalWORK students. The first workshop is entitled "Learning to Manage Time" and the second is "Dealing with Stress".

EOPS maintained 410 students within the program despite a drop of 25% in budget from 2008-2009.

ASG and the EOPS/CARE & CalWORKs office provided 20 families Thanksgiving Dinners.

ASG collaborated with EOPS in a commitment to "adopted" 20 families in need during the holidays.

The CARE team has accomplished its goal to recruit more students with a 70% increase from last year.

DSPS has served 18% more disabled students (1201 to 1422) through Fall 2010 despite a budget reduction of 25% from 2008/09 due to the state budget crisis. The staff and faculty has been dedicated to providing accommodations and are the epitome of effectiveness and efficiency.

The Learning Disabilities Practicum Program in conjunction with Argosy University has opened up an opportunity for two PsyD graduated students to aid our students and learn the profession first hand.

The Ride the Wave disabled student transition program held two orientation meetings welcoming 170 new students and 75 parents to campus. The goal is to ensure student success through the setting of accommodations and familiarizing these students with the college prior to the beginning of their first term on campus.

Associated Student Government

The Saddleback College Associated Student Government sponsored an outdoor screening of the film Inception on December 1st from 6:00-9:00pm. The film was featured on a 21' blow up screen and popcorn, coffee, hot cocoa, and smoothies were offered in exchange for donations for their Adopt-A-Family gift program.

Eighteen officers and two advisors of the Saddleback College Associated Student Government, in support of ASG's leadership development program, attended the Circle of Change leadership conference at Cal State, Long Beach on December 4th and 5th.

Saddleback ASG Senators held two weeks of student survey events at the beginning of the month, successfully receiving feedback from students in every division on campus.

The ASG Senate hosted a finals week event distributing coffee, doughnuts, scantrons, and green books to students across campus.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Resolution Establishing Procedure for Appointment of Provisional Board Member
ACTION: Approval

BACKGROUND

On December 2, 2010, John S. Williams submitted his resignation as a trustee board member effective December 31, 2010. Education Code 5090 and Board Policy 108 require that within 60 days of the filing of deferred resignation, that the Board of Trustees shall either order an election or make a provisional appointment for the vacated board seat.

STATUS

Resolution No. 10-25 provided in Exhibit A establishes the procedure for the appointment of a provisional board member.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Resolution No. 10-25 establishing the procedure for the appointment of a provisional board member as shown in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 10-25

**BEFORE THE GOVERNING BOARD OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
COUNTY OF ORANGE, STATE OF CALIFORNIA**

**RESOLUTION ESTABLISHING PROCEDURE FOR THE APPOINTMENT OF A
PROVISIONAL BOARD MEMBER**

RESOLVED, by the Governing Board of the South Orange County Community College District, County of Orange, State of California that:

WHEREAS, on or about December 2, 2010, John S. Williams submitted his resignation as a Governing Board Member **effective on December 31, 2010**; and

WHEREAS, Trustee William's resignation creates a vacancy in Trustee Area #7, representing the communities of Mission Viejo, Rancho Santa Margarita and unincorporated areas; and

WHEREAS, California Education Code Section 5091 requires the Governing Board to either appoint a provisional board member or call a special election to fill the vacancy created by the resignation of a board member; and

WHEREAS, it is this Board's intent to appoint a provisional board member and avoid the expense associated with a special election.

NOW THEREFORE BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. That the Board hereby determines to proceed by appointing a provisional member pursuant to Education Code Sections 5090 et. seq.:
2. That the Chancellor, or his designee, is hereby directed to advertise the fact of the vacancy and the process for obtaining an application for service as a provisional Board member in the Orange County Register daily between December 15, 2010 and December 24, 2011:
3. That the application materials shall be substantially in the form set forth in Exhibit 1 to this Resolution;
4. That the deadline for submission of completed application materials shall be 12:00 p.m. on Thursday, January 6, 2011 in the office of the Chancellor. No applications will be accepted or considered if they are received after 12:00 p.m. on January 6, 2011;

5. That applications will be logged in as they are received by the Chancellor, or his designee.. The Chancellor's determination as to the time of receipt shall be final;

6. That upon closure of the application period, the Chancellor, or designee, shall forward to each applicant, information as to the time, date, location and order of interviews for the provisional appointment. The information provided to each individual submitting a completed application shall be substantially in the form set forth in Exhibit 2 hereto, and will include the questions which will be asked of each applicant at the interview before the Board. Each applicant will receive a fifteen minute interview at which they will be asked to respond to the questions provided;

7. That upon closure of the application period, the Chancellor, or designee, shall forward to each Board member the applications received and the interview materials, including the materials provided to the applicants in Exhibit 2;

8. That the Board shall hold a special meeting on a date determined by the Board in accordance with law,for the purpose of interviewing applicants, voting on a provisional appointee, and swearing into office the selected individual;

9. That the Chancellor, or designee shall comply with the notice posting and publication requirements set forth in Education Code Section 5092, and the notice to be posted and published shall be substantially in the form set forth in Exhibit 3, hereto; and

10. That the Board delegates to the Chancellor, all authority necessary and proper to the accomplishment of the purposes of this Resolution.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TRUSTEE APPLICATION

Please complete this application and attach a brief biography or resume. The completed application and attached biography or resume **must be returned by 12:00 pm on Thursday, January 6, 2011** to SOCCCD Office of the Chancellor and Trustee Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692; phone (949) 582-4840; fax 949) 364-2726. Interviews will be held the evening of January 10, 2011. Candidates for appointment are advised that the board may exercise its authority to appoint a person from outside the pool of applicants.

NOTE: *Candidates must reside in Trustee Area #7 of the South Orange County Community College District, which includes Mission Viejo, Rancho Santa Margarita and unincorporated areas. Before completing and submitting this application, please call the Registrar of Voters to determine whether you reside in Trustee Area #7.*

Please type or print.

Last Name *First Name* *M.I.* *Date*

Business Address _____

Business Phone _____ Fax _____ E-mail _____

Home Address _____

Home Phone _____ Fax _____ E-mail _____

Occupation _____

Number of years you have resided in the District _____

Please answer the following questions. It is important that each question be answered.

- 1. Have you worked on any public school or community college committees or participated in any school activities recently? If so, list below:

2. Please describe other community activities in which you have engaged.

3. Why do you want to be a member of the South Orange County Community College District Board of Trustees?

4. What do you see as the basic purpose of the California community colleges?

5. What, in your opinion, is the role of the Board of Trustees in a community college district?

6. What should be the relationship between the Board members and the administration in the handling of college concerns?

7. What do you see as the strengths of the South Orange County Community College District?

8. What do you see as the areas most needing improvement in the South Orange County Community College District?

9. Do you or does anyone in your immediate family or your employer contract with or do business with the district? Is anyone in your immediate family an employee of the district? If your answer to either question is in the affirmative, please state all pertinent facts.

10. Please list the names, addresses, and telephone numbers of three persons who can provide information on your qualifications for service as a trustee.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

INTERVIEW WORKSHEET – PERSONAL NOTES

CANDIDATE: _____

1. As do all California state agencies, we at South Orange County Community College District experience financial constraints even as the need for our services continues to escalate. Describe your experience in financial management as well as your financial philosophy on management of public funds.

Comments: _____

2. What is the role of special interest groups in the decisions you may be making as a trustee? For example, how would you respond if a community member or employee asked you to carry through an issue of his/her concern?

Comments: _____

3. If you are appointed, what will be your style of work in joining with other Board members to make decisions and set policy? Please give evidence from previous work groups to support your response.

Comments: _____

4. Describe your perception of the nature and needs of South Orange County Community College District students.

Comments: _____

5. Describe the roles you have played in the South Orange County Community College District. How would you use this position to positively impact the community?

Comments: _____

6. What is your philosophy of a comprehensive community college?

Comments: _____

7. Is there anything you would like to add before we conclude the interview?

Comments: _____

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TRUSTEE VACANCY

The South Orange County Community College District is accepting applications for appointment to a vacant Trustee position. Candidates must reside in Trustee Area #7 which includes Mission Viejo, Rancho Santa Margarita and unincorporated areas. Please contact the Chancellor's Office, (949) 582-4840, to request an application packet. To determine whether you reside within the boundaries of the Trustee Area #7, please contact the Orange County Registrar of Voters. The completed application and supporting materials must be received in the SOCCCD Office of the Chancellor and Trustee Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692 located in the Health Sciences building, 3rd floor, on the Saddleback College campus no later than 12:00 p.m. Thursday, January 6, 2011.